

1. General provisions - Acceptance

The purchase order (together with these terms and conditions, collectively, the “Order”) is an offer by Avtron Power Solutions, LLC or its affiliates referenced on the purchase order (hereinafter, collectively, referred to as “Avtron”) to purchase. Acceptance of the Order shall be deemed given by Supplier upon the earlier of acceptance, confirmation, shipment or other performance. The Order is conditioned upon Supplier’s complete acceptance of the Order without modifications or additions. Avtron rejects any additional or different terms and conditions offered by Supplier at any time, whether or not such terms or conditions materially alter the Order and irrespective of Avtron’s acceptance of or payment for the Order. Unless specifically agreed to in a writing by an authorized representative of Avtron, no additional or different term or provision (except additional warranties given by Supplier) of any quotation, invoice, acknowledgment or other form supplied by Supplier shall become part of the Order notwithstanding Avtron’s failure to object to such term or provision, although the parties may use such documents for ease of administration. No course of prior dealings between the parties, and no usage of trade, shall be relevant to supplement or explain any term used in the Order.

2. Delivery – Acceptance of delivery

Supplier shall deliver the goods and/or services (the “Supply”) at the time and prices specified in the Order. STATED TIME LIMITS AND QUANTITY COMMITMENTS ARE OF THE ESSENCE. Supplier’s failure to comply with such requirements shall entitle Avtron, in addition to any other rights or remedies available at law or equity, to cancel the Order, without liability. The date of delivery is the date the Supply is received at Avtron’s designated delivery point. No early deliveries can be made without Avtron’s prior written agreement. Supplier will use Avtron’s preferred carrier for transporting the Supply from Supplier’s facility to Avtron’s named place of delivery. Domestic shipments will be freight collect unless otherwise agreed to by Avtron. Supplier is responsible for any costs, fees, expenses or penalties incurred as a result of Supplier’s failure to hire an Avtron approved carrier without Avtron’s prior written consent or to otherwise follow Avtron’s instructions. Supplier shall obtain Avtron’s prior written approval for partial shipments prior to shipment. The Supply shall be subject to inspection and testing by Avtron before and after receipt. Any Supply furnished and the time and manner of delivery thereof must comply precisely with the terms of the Order. Any failure to so conform constitutes a substantial impairment of the value of the whole order and shall entitle Avtron, at its sole option, to cancel all or any part of this Order and to return to Supplier any Supply previously delivered to Avtron, without right in Supplier to cure such failure and Supplier shall pay all transportation charges for the delivery to Avtron and any return to Supplier, and Avtron, at its sole discretion, may obtain replacement Supply from another supplier. Should the cost of such replacement Supply exceed the agreed upon price for such Supply between Avtron and Supplier, Supplier shall reimburse Avtron for the additional cost or Avtron will offset such costs against amounts owed to Supplier. Supply or equipment rejected or not purchased by Avtron that utilize or carry any logo, insignia, name, trade name, trademark, trade dress, symbol, decorative sign, evidence of inspection or other related markings of Avtron or any of its related entities shall have the same removed, not obliterated, prior to any sale, use or disposition, if such sale or disposition is permitted by Avtron.

3. Lead-times – Liquidated Damages

In the event of delays in delivery or acceptance that are not attributable to an event of force majeure or to Avtron’s sole negligence, Avtron shall have the right to (i) require Supplier to ship such Order by air freight or other expedited means acceptable to Avtron, and Supplier shall pay the costs of freight for such expedited shipment over the cost of the specified mode of transportation and/or (ii) impose liquidated damages calculated on the total amount of the Order at a rate of 1% per calendar week of delay. Because the actual damages likely to result from breach of this Section 3 are difficult to estimate on the date of this agreement and would be difficult for Avtron to prove, the parties intend that Supplier’s payment of liquidated damages would serve to compensate Avtron for any breach by Supplier of its obligations under this section and they do not intend for it to serve as punishment for any such breach by Supplier. Additionally, Avtron reserves the right to claim its actual loss from Supplier and/or to terminate the Order, in whole or in part, for breach of Supplier without liability and without prejudice to any damages.

4. Modifications

Avtron reserves the right to change the volumes, delivery dates, and/or the nature of the Supply at any time. Any decreases in cost of performance shall be passed through to Avtron. If such change results in an increase in cost or time of performance, an equitable adjustment to the price and/or delivery date may be made by mutual agreement. If Avtron and Supplier are unable to agree on an equitable adjustment, Avtron may, at its option, terminate all or any portion of the Order without liability. Claims for equitable adjustment must be asserted by Supplier within ten (10) calendar days of the change to the Order.

5. Risk of loss

The Order is transported at Supplier’s risk. Title and risk of loss shall pass to Avtron as soon as the Supply is delivered and signed for at Avtron’s named delivery point. If an acceptance procedure is provided for, Supplier shall continue to bear risk of loss until Avtron issues a written acceptance statement without reservations.

6. Packaging and documentation

The Supply shall be packaged adequately for shipment, storage and preservation and shall include all documentation required for its use, maintenance and upkeep. Damage to any material not so packed will be charged to Supplier. No charge shall be made

Avtron Power Solutions - General Purchasing Terms and Conditions

by Supplier for packing, boxing, drayage, loading or storage unless otherwise stated herein. Supply rejected and returned shall not be replaced by Supplier without the prior written authorization of Avtron.

7. Verification

Supplier represents and warrants that the Supply meets the terms of the Order and Avtron's specifications. Under no circumstances shall the verification work carried-out by Avtron prior to, during or subsequent to delivery or acceptance discharge Supplier from this obligation.

8. Shipping

Upon shipment of the Supply, Supplier shall send to Avtron, by EDI, email, fax or mail, a copy of the shipping notification including the references and date of the Order, the number of parcels and an exact description of the shipped Supply. The original shipping notification shall accompany each shipment of parcels, together with the certificates of conformity and the verification reports.

9. Invoicing

Invoices shall be sent to the address in the Order and shall include Avtron's references and a description of the Supply invoiced, the unit prices, volumes delivered, and other information required by Avtron from time to time. Avtron reserves the right to suspend payment of any invoice which fails to comply with Avtron's requirements. Any disagreement by Avtron as regards the volume or quality of the delivered Supply or the invoiced price, shall lead to the issuing of a debit note. Supplier shall have forty-five (45) days as from the issuing of the debit note during which to challenge the latter.

10. Prices and terms of payment

Unless otherwise provided in the Order, all prices are firm and include all transportation, insurance, packaging expenses and taxes. Payment terms are as stated on the face of the Order from the later of the date of the receipt of a complete invoice or Avtron's acceptance of the Supply. Supplier hereby authorizes Avtron to set off and deduct any and all liabilities, debts, and Claims (as defined below) Supplier or its affiliates now or hereafter owe to Avtron. Avtron shall not be obligated to pay any amount under an invoice which is dated or delivered more than twelve (12) months after the delivery by Supplier of such Supply. Avtron shall have the right to audit the books and records of Supplier to review and confirm Supplier's financial condition as well as Supplier's compliance with the Order.

11. Assignment, Factoring of Accounts Receivables

Supplier shall not assign, transfer or factor all or any portion of its accounts receivable arising under the Order without at least fifteen (15) days' prior written notice to and written authorization of Avtron's accounts payable department. Should Supplier have signed a factoring arrangement and have duly notified Avtron thereof, all its invoices shall be paid solely to the factoring company and Avtron shall not owe Supplier.

12. Equipment

Except as otherwise provided in the Order, all tooling, jigs, dies, test resources, drawings and/or other equipment or materials ("Equipment") shall be furnished by, owned by and at the expense of Supplier. Such Equipment shall be kept in good condition and if necessary, shall be replaced without expense to Avtron. Avtron may, at its option, purchase any such Equipment at its current value for income tax purposes on Supplier's books.

13. Warranty

13.1 In addition to Supplier's (or its suppliers') standard warranty and/or service guaranty, Supplier warrants the Supply against any design, manufacturing and/or defect for a period of no less than twenty-four (24) months from delivery or acceptance, if an acceptance procedure is provided for. Supplier further represents and warrants that (1) the Supply: (i) is transferred to Avtron with good and merchantable title and free and clear of all liens, claims and encumbrances; (ii) is of good quality, merchantable and free from defects in design, material and workmanship and is fit for the known purposes for which purchased; (iii) conforms to Avtron's specifications, the Order, and/or the sample approved by Avtron; (iv) is completed in a timely, competent and workmanlike manner; and (v) complies with all applicable Governmental Laws (as defined below), including, without limitation, applicable industry codes and standards; and (2) Supplier has the requisite financial condition to fulfill the Order.

13.2 The foregoing warranties shall survive inspection, delivery and payment, and shall run in favor of Avtron and its customers. No payment, inspection, acceptance, test, delay, use, resale or failure to inspect, test or discover any defect or other nonconformance shall relieve Supplier of any of its obligations under the Order or impair any rights or remedies of Avtron.

13.3 If any Supply is found by Avtron to be unsatisfactory for any reason, Avtron may, at its option: (i) retain all or any portion of the Supply at an adjusted price; (ii) return the Supply for repair, replacement or refund as Avtron shall direct; (iii) require re-performance or refund with respect to services; (iv) repair such Supply at Supplier's sole cost; and/or (v) require Supplier to repair or replace the Supply.

13.4 In all cases, Avtron shall be reimbursed by Supplier for all of its expenses in connection with the handling and transporting of any such unsatisfactory goods and additional expenses incurred by Avtron as a result of nonconformance of goods or services, including travel, rework, de-installation, re-installation, disposal, replacement or recall so that the Supply operates in full compliance with the provisions of the Order and the use for which it is intended. Supplier shall assume all risk of loss or damage in transit to Supply returned by Avtron.

Should Supplier fail to effectively comply with its warranty within fifteen (15) calendar days, Avtron reserves the right to perform or to have any third party perform instead of Supplier at Supplier's sole expense.

13.5 Any service furnished and/or any item replaced or repaired under this warranty are themselves guaranteed for twenty-four (24) months under the abovementioned conditions. Only the items / services with a normal lifecycle of less than twenty-four (24) consecutive months are excluded from the scope of this operational warranty.

14. Discontinuation; Spare parts

If Supplier desires to discontinue any Supply, Supplier shall provide no less than nine (9) months prior written notice to Avtron. Avtron shall thereafter have the opportunity to purchase such requirements of the Supply as it deems necessary. Further, Supplier shall make available all spare parts for ten (10) years after the date of last delivery of any discontinued Supply.

15. Intellectual property

15.1 Avtron and Seller (each a "Party") owns or has a license to use its respective patents, copyrights, trademarks, design rights, trade secrets, know-how and other intellectual property and proprietary rights ("IP Rights") created or developed prior to entering into the Order including all modifications, improvements or changes in or to such pre-existing IP Rights. To the extent that any pre-existing materials are contained in or used in connection with the Supply ("Pre-existing IP"), Supplier grants to Avtron a worldwide, irrevocable, non-exclusive, fully paid, royalty-free right and license to and to authorize others to use, execute, reproduce, display, perform, distribute and prepare derivative works of such Pre-existing IP.

15.2 Supplier acknowledges and agrees that all discoveries, inventions, technologies, procedures, processes, techniques, formula, methods, improvements, designs, works of authorship, software, trade names, slogans, service marks, mask work rights, IP Rights and other intellectual property and proprietary rights and derivative works invented, conceived, created, discovered, developed, authored or devised, individually or in collaboration with any other person or entity during the Term or in the course of performing pursuant to the Order (collectively, "Inventions") are "works made for hire" and shall be the sole and exclusive property of Avtron. Notwithstanding the foregoing, if any Inventions do not qualify as "works made for hire", Supplier hereby irrevocably assigns, without additional compensation, all right, title and interest in and to all such Inventions, including, without limitation, any and all applications, registrations, renewals, extensions, claims, allowances, reexaminations, reissues, extensions, other protections and all other United States and foreign intellectual property and proprietary rights of any type, nature and description for any and all Inventions throughout the world.

15.3 Supplier warrants that the sale or use of the Supply furnished hereunder will not infringe or contribute to infringement of any IP Right, and shall defend, indemnify and hold Avtron, its predecessors, successors, assigns and customers (whether direct or indirect), harmless against any and all claims, losses, demands, damages and expenses (including reasonable attorneys' fees and other costs of defending any action) (collectively, "Claims") which they, or any of them, may sustain or incur as arising from or relating to the Pre-existing IP or of a breach of this warranty

16. Confidentiality - Publicity

Any information, regardless of its nature (technical or commercial) or its support medium, provided to Supplier, or to which Supplier may have access or learn shall be kept strictly confidential and exclusively reserved for the purpose of performing the Order. Absent Avtron's prior written agreement, Supplier shall not disclose its business relationship with Avtron to third parties, nor exhibit the whole or part of the Supply manufactured from technical documents or specifications owned/provided by Avtron.

17. Indemnity and Insurance

Supplier shall defend, indemnify and hold Avtron, its predecessors, successors, assigns and its customers (whether direct or indirect) harmless against any and all Claims, which they, or any of them, may sustain or incur as a result of (i) any claim of violation of any common law or any federal, provincial, state, local or foreign statute, law, ordinance, rule, regulation, license, permit, authorization, registration, policy or order (collectively, "Governmental Laws" and individually, a "Governmental Law"), (ii) negligence, breach of warranty or strict liability in tort in connection with the use of the goods or provision of services, except such as may be caused to the extent of the negligence of Avtron, and (iii) Supplier's breach or default of the Order. If Supplier's performance requires Supplier, its employees, agents or representatives to perform services or labor in the plants or on the premises of Avtron, its agents, customers, or users, Supplier agrees to indemnify and hold harmless Avtron against all suits, losses, claims, damages, liabilities, costs and expenses for injury or damage to person or property arising out of such performance, except to the extent caused by Avtron. Supplier agrees that it will, when requested and given reasonable notice of the pendency of any such suits, claims or demands, assume the defense of Avtron and their respective successors and assigns against any such suits, claims or demands. Additionally, Supplier expressly and specifically waives all immunity that may be afforded Supplier under the workers' compensation laws of any state or jurisdiction.

Supplier shall procure and maintain the following insurance with carriers rated "A" VIII or better by A.M. Best Company (subject to approval by Avtron), to protect Avtron and Supplier from any and all Claims as follows:

- Commercial General Liability Insurance, including Products/Completed Operations and Contractual Liability Insurance, with a limit of liability not less than \$5 million per occurrence combined single limit for bodily injury and property damage;
- Workers' Compensation with statutory limits;
- Employers' Liability Insurance with a limit of \$2 million each accident and disease; and
- Automobile Liability Insurance for any auto owned, non-owned, leased, rented or hired and used in the fulfillment of the Order, with a limit of \$2 million per occurrence combined single limit for bodily injury and property damage.

Supplier shall provide a certificate of insurance issued by an authorized representative of Supplier's insurance company, naming

Avtron Power Solutions - General Purchasing Terms and Conditions

Avtron as additional insured and providing a waiver of subrogation in favor of Avtron. Upon request, Supplier shall provide Avtron with a copy of such insurance policy Supplier hereby agrees to purchase, at Supplier's expense, any additional insurance which Avtron may consider to be necessary in light of the risks relating to performance of the Order.

18. Termination

18.1 Avtron may cancel any Order at any time prior to (i) shipment for non-specially manufactured goods, or (ii) commencement for services, without any liability to Supplier. If Avtron terminates after the time set forth in 18.1(i) or (ii) above, Avtron shall be liable to Supplier for Supplier's actual, documented out of pocket expense expended prior to receipt of notice of cancellation by Avtron for work and materials procured solely as a result of the Order which cannot be used by Supplier for any other product or service, and in no event shall exceed the purchase price of cancelled goods or services (the "Termination Cost").

18.2 Avtron shall have the right to cancel any Order for specially manufactured goods or services, and except as otherwise provided in applicable provisions of a government contract, Avtron's liability for cancellation of the Order for specially manufactured goods shall be limited to the Termination Cost.

18.3 In addition to its rights and remedies, Avtron may immediately terminate any Order without liability whatsoever in the following cases:

- Court-ordered, or out-of-court dissolution or liquidation;
- Supplier makes an assignment for the benefit of creditors, or is subject to any voluntary or involuntary provincial or federal receivership, insolvency or bankruptcy proceedings, or becomes unable, or admits in writing its inability, to meet its obligations as they mature;
- Supplier's breach or default of the Order;
- Supplier makes any materially false or misleading statement, representation or claim;
- Supplier's entering into a factoring arrangement without Avtron's agreement;
- Supplier's inadequate financial condition (as determined by Avtron); and
- Supplier's failure (as determined by Avtron) to provide adequate assurance of performance and/or financial condition.

19. Disputes – Governing law

19.1 The Order and all matters arising out of or related thereto shall be interpreted, construed and solely governed by and in accordance with the law of the State of Delaware (USA), disregarding any conflict law provisions that may require the application of the laws of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto, shall not apply.

19.2 Venue and jurisdiction for all legal proceedings of any kind or nature brought to enforce any provisions of these terms and conditions or the Order shall lie within the State and Federal courts of Cuyahoga County, Ohio (USA). Pending any prosecution, appeal, or final decision of any dispute, or the settlement of any dispute arising under this Order or these terms and conditions, Supplier shall proceed diligently, as directed by Avtron, with performance of this Order. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SUPPLIER HEREBY WAIVES ITS RIGHT TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION, PROCEEDING OR HEARING BROUGHT BY EITHER SUPPLIER AGAINST AVTRON OR AVTRON AGAINST SUPPLIER ON ANY MATTER WHATSOEVER ARISING UNDER, RELATING TO, OR IN ANY WAY CONNECTED WITH THIS ORDER, THE RELATIONSHIP OF SUPPLIER AND AVTRON OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY LAW, STATUTE OR REGULATION NOW OR HEREAFTER IN EFFECT. In no event shall Supplier commence any action arising out of this Order or the contract between the parties later than one year after the cause of action has accrued.

20. Sustainable development

20.1 Supplier shall comply with the following principles: (a) ISO26000 international standard "Guidance on social responsibility"; and (b) the rules defined in the ISO 14001 standard. Furthermore, Supplier is informed that energy performance of the Supply that are the subject of the Order have been considered as part of the selection criteria used by Avtron (ISO 50001 Standard).

20.2 In order to enable use of the Supply in total safety, Supplier shall: comply with all applicable Governmental Laws; ensure that none of the Supply contains one or more of the hazardous substances referred to in the European Directive 2011/65/EU of 8 June 2011 in its annex II; comply with all the obligations concerning substances that are restricted and/or banned in the European Union and, in particular, those listed in the REACH Regulation (EC 1907/2006) and in the texts of its resulting amendments, the annex XIV and XVII, and comply with the legislation and regulations relating to the ban on, or restriction of, the use of certain products or substances which are effective when the Order is placed, both in the European Union and in other countries, if such is specified in the Order and/or the specifications, or which may become applicable up to the delivery date of the Supply.

20.3 Within forty-five (45) days of receipt of a request from Avtron, which may be accompanied by a list which Avtron may have sent to it and, otherwise, on the basis of the effective lists of restricted substances, Supplier shall advise Avtron of the presence of such substances in its Supply. At Avtron's first request, Supplier shall provide it with all supporting documents required during the legal timeframe for conserving documents.

20.4 Supplier certifies and warrants to Avtron that any Supply that introduces any hazardous materials as defined by applicable Governmental Law into any facility of Avtron or Avtron's customer(s) are properly labeled, shipped in proper containers and

Avtron Power Solutions - General Purchasing Terms and Conditions

are accompanied by MSDS (material safety data sheets). Any Supply that introduces any materials or substances regulated under any Governmental Law (including, without limitation, California Proposition 65) shall be properly disclosed, labeled, packaged, shipped and shall be accompanied by material safety data sheets and other documents as required by applicable Governmental Law. Materials that are prohibited by Governmental Law, including, without limitation, asbestos, asbestos containing materials and polychlorinated biphenyls shall not be introduced into the Supply or any facility of Avtron or Avtron's customers.

20.5 Supplier shall compensate Avtron for all costs, damages and losses borne by Avtron and/or for which it is found liable under third-party claims, owing to Supplier's failure to comply with any of the provisions of this Article 20.

20.6 Supplier agrees to trace and certify or, if Supplier does not manufacture the Supplies, to require the manufacturer of the Supplies to trace and certify, the country of origin of minerals used in all materials used by Supplier or the manufacturer in the Supplies or parts of Supplies or in the manufacture of the Supplies or parts of Supplies and to promptly provide Avtron with such documents and certifications as requested by Avtron to satisfy any of Avtron's reporting obligations under relating to conflict minerals.

20.7 Supplier shall comply with all International Plant Protection Convention ("IPPC") regulations on solid wood packaging material ("SWPM") as outlined in ISPM-15 and elsewhere. Supplier shall ensure, and provide appropriate certification, that all SWPM shall be marked with the IPPC logo, country code, the number assigned by the natural plant protection organization and the IPPC treatment code.

21. Management of Product / Process Changes

Supplier shall inform Avtron in writing no less than nine (9) months prior to the date scheduled for the implementation of any material change made to the Supply including, but not limited to, changes affecting the processes, in its or its subcontractors' business operations, information technology systems or processes, the procurement of critical components, the Supply's design, composition or the location of the plant(s). Avtron reserves the right to refuse any change. All changes remain under the full responsibility of Supplier. Supplier shall repay to Avtron all the costs borne by Avtron during, or in the context of, the reclassification of the Supply and/or component affected by the change.

22. Taxes

Except as otherwise agreed in writing by Avtron, Avtron shall not be liable for any taxes, duties, customs or assessments in connection with the purchase and/or delivery of the Supply.

23. Compliance with Laws

23.1 Supplier warrants that the performance of any and all work related to the Order is and shall, in all respects be in strict compliance with all Governmental Laws including, without limitation, customs rules and regulations, restrictions on export of information or items, restrictions on dealing with restricted persons and citizens of restricted countries, compliance with equal opportunity requirements, EO13496 Notification of Employee Rights Under Federal Labor Laws and implementation of a supplier diversity plan. Supplier agrees to obtain all necessary permits and licenses at its expense. Supplier agrees upon request to furnish Avtron with a certificate of compliance relating to any such laws and regulations in such form as Avtron may require.

23.2 Supplier agrees to provide any necessary assistance so that any ocean vessel shipment of Supplies arrives in the U.S. in compliance with the U.S. Customs and Border Protection ("CBP") cargo security filing requirements for maritime carriers ("10+2 Requirements"), as amended from time to time by CBP. Specifically, Supplier shall (i) furnish the Importer Security Filings ("ISF") agent appointed by Avtron or Supplier, as the case may be, any required information to enable such ISF agent to make timely, accurate, and complete ISF with the CBP; and (ii) ensure that the carrier operating the ocean vessel (the "Carrier") (a) transmit to CBP in an approved electronic format a stow plan for the vessel meeting current CBP requirements such that it is received no later than forty-eight (48) hours after the vessel's departure from its last foreign port or, for voyages of less than forty-eight (48) hours, prior to the vessel's arrival at its first U.S. port and (b) submit electronically to CBP a container status message with respect to certain events relating to cargo destined for the U.S. by vessel, as defined by current CBP regulations. Supplier agrees to ensure that the Carrier shall defend, indemnify, hold harmless and reimburse Avtron from and against all fines, penalties and damages sustained by Avtron arising out of or relating to the Carrier's failure to comply with CBP's 10+2 Requirements, including damages sustained by Avtron as a result of CBP's seizure of the Supplies or a refusal by CBP to permit customs clearance of the Supplies because of the Carrier's non-compliance.

24. Government Contract Terms and Conditions

24.1 For any Order under a contract or subcontract with the U.S. government, the terms and conditions in the Code of Federal Regulations ("CFR"), Federal Acquisition Regulation ("FAR"), any agency supplement to the FAR (e.g., the Defense Federal Acquisition Regulation Supplement ("DFARS")), and/or independent agency regulations are incorporated by reference and made a part herein as **Supplement A**, if, by the terms of the clause or the instructions below, they are applicable to these terms and conditions. As appropriate to effectuate the intent of any clause, the word "Government" or the "United States" in the incorporated clauses shall mean "Avtron," the word "Contractor" shall mean "Supplier," and the word "Contracting Officer" shall mean an authorized representative of Avtron. It is intended that the referenced clauses shall apply to Supplier in such manner as is necessary to reflect the position of Supplier as a subcontractor to Avtron and to ensure Supplier will satisfy its obligations to its customer. Supplier shall include all applicable regulations in each lower-tier subcontract under this Order. If in the event more than one clause applies to a particular situation, the most restrictive one shall govern, unless the parties agree in writing to the contrary.

24.2 Avtron is an equal opportunity employer and federal contractor or subcontractor. Consequently, Avtron and Supplier agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Avtron and Supplier each also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

25. NAFTA Certificates and Pedimentos

Supplier shall provide to Avtron an appropriate NAFTA certificate of origin, other FTA certificate, GSP Form A, or other document as may be requested by Avtron, as appropriate, for all eligible products to be imported into the United States, Canada or Mexico, as the case may be. For any sales or shipments to any maquiladora/IMMEX plants located in Mexico, Supplier shall provide to such plant appropriate export and/or import documents, including virtual pedimentos, as directed by Avtron, to enable Avtron to qualify for NAFTA benefits under the Government of Mexico's maquiladora/IMMEX program, or any successor program. Supplier shall immediately correct any errors in documents it furnishes to Avtron or to any maquiladora/IMMEX plants in Mexico, regardless of when or by whom the errors are discovered. Supplier shall indemnify and hold Avtron and/or its maquiladora/IMMEX plants, as applicable, harmless for all Claims attributable to such errors.

26. U.S. Customs Documentation

Upon request, Supplier shall provide a country-of-origin affidavit and such other documents. Importing locations must have the opportunity to pre-approve the invoice, packing slip and any free trade agreement certifications prior to the first shipment. In the event that Supplier is located outside of the United States, Supplier will be responsible for export clearance. Upon request of Avtron, Supplier will provide those documents required by Avtron to recover duty paid by Supplier on imported Supply. All invoices for imported supply must: (1) contain the exact Avtron catalog number; (2) reference the purchase order number for each invoice line item; (3) country of manufacture must be provided by line item; (4) a detailed description in English must be provided for each catalog number; (5) the currency must be identified; and (6) EDI to be established upon request. Supplier agrees to establish electronic data interface provision of the invoice information to both Avtron and to its customs broker. The packing slip should contain weight and unit of measure, by line item if possible. The items shipped must be marked with the country of origin, or if excepted per the U.S. Customs Regulations, then the outermost export packaging unit must be marked. Supplier warrants that it has reviewed its supply chain security procedures and that these procedures and their implementation are in accordance with the criteria set forth by the Customs-Trade Partnership Against Terrorism ("C-TPAT") program of the U.S. Bureau of Customs and Border Protection. Specifically, Supplier warrants that it is applying C-TPAT prescribed inspectional methods prior to loading of the transport conveyance; is maintaining secure control over its loaded and empty transport conveyances; is controlling and applying certified high security seals for securing transport conveyance doors; and, is ensuring that its business partners are observing the criteria set forth by C-TPAT. Supplier further warrants and represents that it has developed and implemented, or will develop and implement, procedures for periodically reviewing and, if necessary, improving its supply chain security procedures. Specifically, Supplier agrees to conduct an annual security audit at each of its facilities and to take all necessary corrective actions to ensure conformity with C-TPAT standards. Supplier agrees to share with Avtron the results of such annual audits and agrees to prepare and submit to Avtron a report on the corrective actions taken in response thereto. In the event Supplier fails to take an appropriate corrective action, Avtron may, but is not required to, terminate this Purchase Order. Avtron's auditors will be provided access to Supplier's records and facilities for the purpose of verifying that Supplier's procedures are in accordance with the criteria set forth by C-TPAT. If Supplier is enrolled in any supply chain security accredited programs, such as C-TPAT or other similar programs that may exist in the country of Supplier, then Supplier shall provide Avtron with documentary evidence of such enrollment.

27. Fair labor standards certificate

Supplier hereby certifies that all goods furnished hereunder have been produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division issued under Section 14 thereof, and in accordance with all applicable Governmental Laws governing general conditions for labor employed in the production of such goods, and will provide such certification on each invoice. Supplier further agrees to comply with the provision of all rules and regulations including Section 503 of the Rehabilitation Act of 1973, Section 402 of the Vietnam Veterans Readjustment Assistance Act of 1974, those of the Secretary of Labor, and executive orders including Numbers 11246, 13375, 11625, 11701 and 11758 applicable to this order regarding non-discrimination because of race, creed, color, sex, national origin, physical or mental handicap or veteran status.

28. LIMITATION OF LIABILITY and STATUTE OF LIMITATIONS

IN NO EVENT SHALL AVTRON BE LIABLE FOR ANTICIPATED PROFITS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. AVTRON'S LIABILITY OF ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM THE ORDER OR FROM THE

PERFORMANCE OR BREACH THEREOF SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE ORDER OR UNIT THEREOF WHICH GIVES RISE TO THE CLAIM. AVTRON SHALL NOT BE LIABLE FOR PENALTIES OF ANY DESCRIPTION. ANY ACTION RESULTING FROM ANY BREACH ON THE PART OF AVTRON AS TO THE ORDER MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

29. Entire Agreement

This Order, and any documents referred to on the face hereof, constitute the entire agreement between the parties.

30. Assignments And Subcontracting

No part of this Order may be assigned or subcontracted without the prior written approval of Avtron. Any attempt to assign or delegate in violation of this section shall be void *ab initio*.

31. Force Majeure.

Supplier and Avtron shall not be liable for any delay or failure of performance due solely to strikes, lockouts or other labor disputes, fires, acts of God, pandemics, or other causes beyond the affected party's reasonable control; provided, the affected party shall have given notice to the non-affected party of any such cause for delay or anticipated delay promptly following the commencement thereof and shall have used the affected party's best efforts to make or accept deliveries, as the case may be, as expeditiously as possible. If Avtron believes that the delay or anticipated delay in Supplier's deliveries may impair Avtron's ability to meet its production schedules or may otherwise interfere with Avtron's operations and such delay may last for a period of time that exceeds ten (10) days, Avtron may at its option, and without liability to Supplier, immediately terminate this Purchase Order. In the event of a shortage, Supplier agrees to allocate its total available supply of Supply among Avtron and Supplier's other customers, if applicable, on a fair and equitable basis.

32. Miscellaneous

A waiver will be effective only if in writing and signed by Avtron and will be limited to the matter described therein; no such waiver will be or be deemed a waiver of any other, similar, prior, continuing or subsequent matter. Any notice, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if mailed by registered or certified mail, postage prepaid or delivered by overnight courier service with tracking capabilities to the respective addresses of the parties as set forth in this Order (or such other addresses a Party may designate by ten (10) prior days written notice). If any provision of this Order shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Order shall otherwise remain in full force and effect and enforceable. Any failure by a party to enforce any provision herein or right or remedy available to it on any one occasion shall not be construed as a waiver on any other occasion. Headings included herein are for convenience only and shall not be used to interpret or construe this Order. The provisions of this Agreement that, by their terms, require performance after the termination or completion of an Order, or have application to events that may occur after the termination or completion, of an order, will survive the termination or completion of the Order. Without limiting the immediately prior sentence, all indemnity, warranty, and liability provisions will be deemed to survive the termination or completion of any Order.

Supplement A**Certification with Applicable Federal Acquisition Regulation (“FAR”) Clauses and Other Rules and Regulations**

Supplier shall strictly comply with all applicable federal, state, and local laws and ordinances and all pertinent lawful orders, rules, and regulations. Such strict compliance shall be a material requirement of this Order, as applicable. Flow down provisions to be adhered to include:

1. 15 CFR Parts 730-774, Export Administration Regulations
2. The Foreign Corrupt Practices Act of 1977, as amended, 15 U.S.C. §§ 78dd-1, et seq. (“FCPA”).
3. 18 U.S.C. § 201: Bribery of public officials and witnesses.
4. FAR 3.502-2, Subcontractor kickbacks
5. FAR 52.203-5, Covenant Against Contingent Fees
6. FAR 52.203-7, Anti-Kickback Procedures
7. FAR 52.203-13, Contractor Code of Business Ethics and Conduct
8. FAR 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009
9. FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions).
10. FAR 52.203-17, Contractor Employee Whistleblower Rights
11. FAR 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards
12. FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
13. FAR 52.204-21, Basic Safeguarding of Covered Contractor Information Systems
14. FAR 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities
15. FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment
16. FAR 52.204-27, Prohibition on a ByteDance Covered Application
17. FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition
18. FAR 52.219-8, Utilization of Small Business Concerns
19. FAR 52.222-21, Prohibition of Segregated Facilities
20. FAR 52.222-26, Equal Opportunity
21. FAR 52.222-35, Equal Opportunity for Veterans
22. FAR 52.222-36, Equal Opportunity for Workers with Disabilities
23. FAR 52.222-37, Employment Reports on Veterans
24. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (E.O. 13496)
25. FAR 52.222-50, Combating Trafficking in Persons
26. FAR 52.222-55, Minimum Wages for Contractor Workers under Executive Order 14026
27. FAR 52.222-62, Paid Sick Leave Under Executive Order 13706
28. FAR 52.224-3, Privacy Training
29. FAR 52.225-26, Contractors Performing Private Security Functions Outside the United States
30. FAR 52.232-40, Providing Accelerated Payments to Small Business Subcontractors
31. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels
32. FAR 52.225-1 through 52.225-4, Buy American Act or DFARS 52.225-7000 through 52.225-7001, Buy American Act and Balance of Payment Program (as applicable)
33. FAR 52.225-5 or DFARS 52.225-7020 through 52.225-7021, Trade Agreements (as applicable)
34. DFARS 252.203-7002, Requirement to Inform Employees of Whistleblower Rights
35. DFARS 252.204-7015, Notice of Authorized Disclosure of Information for Litigation Support
36. DFARS 252.225-7048, Export Controlled Items
37. DFARS 252.225-7008, Restriction on Acquisition of Specialty Metals
38. DFARS 252.227-7015, Technical Data Commercial Items
39. DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data
40. DFARS 252.244-7000, Subcontracts for Commercial Items
41. DFARS 252.244-7001, Contractor Purchasing System Administration
42. DFARS 252.246-7003, Notification of Potential Safety Issues
43. DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge to the Cost Bearer (applicable if Supplier is a motor carrier, broker or freight forwarder)
44. DFARS 252.247-7023, Transportation of Supplies by Sea
45. DFARS 252.246-7007, Contractor Counterfeit Electronic Part Detection Avoidance System
46. DFARS 252.246-7008 Sources of Electronic Parts