Terms and Conditions (Revised 02.04.20/dd2)
Kellstrom Defense Purchase Order(s):

ACCEPTANCE: This Purchase Order constitutes Buyers offer to purchase from Seller the goods described herein upon the terms and conditions stated herein and shall become a binding Agreement when accepted by Seller either by the earlier of signing and returning the acknowledgement copy, or notification, to Buyer or shipment of conforming goods. Any variance or amendment to any part of this Purchase Order (including any supplements, specifications, or other documents incorporated herein by reference) is hereby null and void unless expressly accepted by Buyer in writing. Buyer shall not be deemed to have accepted any offer of Seller and shall not be responsible for goods shipped to Buyer except in accordance with the terms and conditions of this Purchase Order executed by Buyer and delivered by Buyer to Seller.

QUALITY MANAGEMENT SYSTEM: Seller shall maintain a quality management system which is acceptable and appropriate for the items supplied and shall comply with either regulatory (FAA) or general industry standards (ISO/AS). Items supplied shall meet the requirements in the applicable technical specifications and documentation (drawings, specifications, standards, etc.). It shall be the sole responsibility of Seller to monitor that technical specifications regarding materials, methods, form, fitness, and function are observed, whether the items have been manufactured by Seller or by any of Seller’s subcontractors. If no specific requirements are stated, good industry and craftsman-like practice shall be observed.

It is understood that in the absence of applicable technical specification and/or revisions, Seller will utilize the latest revision.

QUALIFIED PERSONNEL: Seller agrees that it will employ qualified personnel where necessary to satisfy the requirements of this order.

The Supplier shall, where appropriate:

- notify the organization of nonconforming product,
- obtain organization approval for nonconforming product disposition,
- notify the organization of changes in product and/or process definition, changes of suppliers, change of manufacturing facility location, and, where required, obtain organization approval, and
- flow down to the supply chain the applicable requirements including customer requirements.

The Supplier shall retain all records relating to the goods delivered for a minimum of three years after delivery.

The Supplier will communicate to its employees the importance of their contribution to product or service conformity, their contribution to product safety, and the importance of ethical behavior.

RIGHT OF ACCESS: Seller shall allow the right of access to Kellstrom Defense, its customers, and any applicable regulatory agencies, for inspection at the Sellers facilities to ensure Sellers compliance with the terms and requirements of this order, including all applicable records.

CANCELLATION / REFUSAL: Buyer reserves the right to terminate the Purchase Order or any part thereof, by written notice, and to refuse to accept delivery or, at Sellers cost, to return goods already delivered, at any time prior to acceptance by Buyers, if shipment is made later than the date specified or not within a reasonable time if no time is otherwise specified, if Seller breaches or anticipatorily breaches any of the terms hereof (including any express or implied warranties of Seller), if Seller makes an assignment of creditors, or bankruptcy proceedings are instituted by or against Seller or a receiver or trustee is appointed for Sellers assets, or if Seller or any shipments are not in accordance with Buyers shipping instructions, including but not limited to specification of packaging and/or delivering carrier, if goods are delivered at any unreasonable time prior to Buyers due date expressed on the Purchase Order.

INVOICES: Seller shall mail invoices in triplicate at the time of shipping, showing purchase order number, part number and description whether articles are sent prepaid or collect point of shipment, method of shipment in
accordance with instructions of opposite side hereof. Any time-period applicable for Buyer to pay shall begin the day Buyer is in receipt of an acceptable invoice of Seller or in receipt of conforming goods, whichever is later. On collect shipments, Seller shall attach a copy of the Bill of Lading or transportation receipt to the invoice and retain the original copy of such documents on file. Consumer taxes shall be excluded from the price charged for the goods and such taxes shall be shown separately on Sellers invoice.

**CHARGES:** No charges shall be made for cartons, wrapping, packing, boxing, crating, drop shipment or other costs, unless written authority from Buyer for such charges is expressly incorporated herein by Buyer.

**DELIVERY:** Seller shall deliver the goods on the delivery terms to Buyers facility specified on the opposite side hereof. If the goods or the tender of delivery fail to conform to this Agreement, Buyer may reject the goods in whole or in part without liability.

**PATENT PROTECTION:** By accepting this order, Seller agrees to indemnify and hold harmless and protect Buyers, its successors, assigns customers and the users of its products from and against all loss, liability, claims, demands, and suits, judgments or awards, al law or equity and all costs of such suits, including attorney’s fees, for actual or alleged infringement of any Letters Patent, Trade Marks, Trade Names, Service Marks, or corresponding rights granted by any government, domestic, or foreign, by reason of the use or possession of the articles sold to Buyer by Seller hereunder. In case the sale or use of the goods shall be found to constitute patent, copyright or trademark infringement and/or their use is enjoined, Buyer may, at its sole option, pursue any remedy or remedies at law or in equity, including, without limitation, requiring Seller wither to procure for Buyer the right to continue using such goods, to modify them so they become non-infringing or to remove them, to supply equivalent non-infringing goods, or and refund the total purchase price therefore.

**WARRANTIES:** Seller warrants that the goods to be supplied under this Order are new (unless otherwise stated in this order) and, whether new or used, are fit and sufficient for the purpose intended and ordinarily used, are merchantable, of good quality and free from patent or latent defects in design, material or workmanship; and that material or equipment for aircraft conform to the specifications contained herein. Seller warrants that the goods are adequately contained, packaged, and labeled as this Agreement or the law may require. Seller warrants that the goods conform to the promises, affirmations and representation made in Sellers sales materials and made by Sellers representatives. Seller warrants that is has good title to the goods sold hereunder and that they are free and clear from all liens or encumbrances, or any claims of third parties. In the event Seller has knowledge that the goods sold to Buyer hereunder are non-conforming, defective, or that the incorrect goods were supplied to Buyer, Seller shall immediately, upon such determination, simultaneously notify Buyers Purchasing and Quality Control Department, Miramar, Florida.

If Sellers product fails due to a design defect, Seller shall immediately remedy each defect at no charge to Buyer within 90 days of initial notification of the design defect by Buyer. Buyer shall have available all legal remedies.

If Sellers product fails due to material or workmanship, Seller agrees to promptly repair or replace the goods at no charge. Seller shall also be responsible for all labor charges for removal of defective goods, all charges for re-installation of replacement goods, all transportation charges to and from Sellers facility, and all legal remedies. Seller also agrees that Buyer, at Buyers option, may perform repairs and be reimbursed for such repairs by Seller.

All warranties must be clearly indicated on each line of purchase order and shall be construed as conditions as well as warranties.

**INDEPENDENT CONTRACTOR CLAUSE:** Seller agrees it is an independent contractor and, in no circumstances, and agent or employee of Buyer. The supplier shall identify to Buyers Quality Department the name and address of any sub-tiers used in the manufacture of Buyers products. The supplier shall ensure that any work relating to a Buyers purchase order which is contracted to a lower tier source shall accord strictly with the requirements of the buyers purchase order, buyer/customer drawings, specification and applicable requirements of QA. Buyer and its customers shall at any time have access to lower tier sources for oversight of buyer products. The supplier shall accept the right of buyer to reject the use of lower tier sources that do not demonstrate compliance with buyer requirements.
GENERAL PROVISIONS: Inspection and acceptance shall be performed by Buyer within a reasonable time of tender of delivery in the event goods are rejected, risk of loss shall be deemed to remain with the Seller. Notwithstanding Buyers right to inspection and tests after tender of delivery contained in the specifications applicable to this Order (except where specialized inspections or tests are specified for performance solely by buyer), Seller shall perform, prior to tender of delivery, inspections and test commercially required to substantiate that the goods provided hereunder conform to the drawings, specifications and other requirements listed herein, including (where applicable) the technical requirements for the manufacturers part numbers specified herein.

Rejected goods shall be returned at Sellers direction and expense. Buyer will hold the goods at the sole risk of Seller pending shipping instructions. If Buyer has paid for the goods, Seller shall immediately refund to Buyer the purchase price of any rejected goods together with any other costs incurred by Buyer.

CONFLICT MINERALS: Supplier recognizes, consistent with the public policy underlying enactment of the Conflict Minerals provision (Section 1502) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the Act), the significant legal and non-legal risks associated with sourcing tin, tantalum, tungsten and gold (the Conflict Minerals) from the Democratic Republic of the Congo and adjoining countries (DRC countries). Accordingly, Supplier commits to comply with Section 1502 of Dodd -Frank and its implementing regulations. In particular, Supplier commits to have in place a supply chain policy and processes to undertake (1) a reasonable inquiry into the country of origin of Conflict Minerals incorporated into products it provides Buyer; (2) due diligence of its supply chain, as necessary, to determine if Conflict Minerals sourced from the DRC countries directly or indirectly support unlawful conflict there, and (3) risk assessment and mitigation actions necessary to implement the country of origin inquiry and due diligence procedures. Supplier shall take all other measures as are necessary to comply with the Act and its implementing regulations, as they may be amended over time.

CONFIDENTIALITY: Seller shall not, without first obtaining the written consent of Buyer, in any manner adverse or publish the fact that the Seller has furnished or contracted to furnish to Buyer, the articles herein mentioned. Seller shall not discuss any of the details connected with this order with any third party.

STATE SALES TAX: Buyer hereby claims an exemption from payment of taxes. If written authorization for exemption is required, Seller shall submit its request to billing address shown on face of this order.

DATA PROTECTION: Any Buyer drawings, designs, tapes, prints or other materials, original or otherwise, belonging to Buyer, either written or readable by machine, provided to Seller hereunder regardless of whether any portion thereof is or may be validly copyrighted or patented will remain the property of Buyer and may not be copied or duplicated in any manner without Buyers prior written consent. Any original materials prepared by Buyer or prepared jointly by Buyer and Seller, or any discoveries, ideas, inventions, or improvements attributed to the contract, will be considered work for hire and will belong exclusively to Buyer, and Seller will not undertake to secure any proprietary rights, royalties, licenses, or patents which result from the contract without Buyers prior written consent.

LIMITED SHELF LIFE: If a product ordered has a limited shelf life; the material shall be identified on each container with the applicable specification, lot number, date of manufacture, and expiration date. Such shelf life shall not be less than eighty (80) percent of full life from date of shipment, unless authorized, in writing by the Buyer.

All materials supplied must be free of asbestos substance.

ALL CHEMICALS/HAZMAT MATERIALS: All regulated dangerous goods material, chemical and /or paint products must be packaged in 100% damage free inner containers (no dents, dings, punctures, etc.) Additionally, they must be packaged for Air shipment in an over packed UN Spec Box, as required, IAW IATA Regulations and 49CFR (REGARDLESS OF TRANSPORATION MODE TO KELLSTROM FACILITY).

PACKAGING: All items packaged in coniferous softwood and non-coniferous hardwood crates, including wood pallets, must be IPPC ISPM-15 certified and be stamped with the IPPC Certification Markings.
COMPLETE AGREEMENT: This Purchase Order, including all items incorporated herein by reference, contains the final and entire contract between Buyer and Seller, and no agreement or other understanding purporting to add or modify the terms and conditions hereof (except as to warranties) shall be binding upon Buyer unless agreed to by Buyer, as identified on the face of the purchase order, or on subsequent to the date of this Purchase Order.

COUNTERFEIT PARTS/ MATERIALS PREVENTION:

1) Definitions for purposes of this Clause:

   a) Counterfeit Parts shall mean a part, component, module, or assembly whose origin, material, source of manufacture, performance, or characteristics are misrepresented. This term includes, but is not limited to, (A) parts that have been (re)marked to disguise them or falsely represent the identity of the manufacturer, (B) defective parts and/or surplus material scrapped by the original manufacturer, and (C) previously used parts pulled or reclaimed and provided as new.

   b) As used herein, authentic shall mean (A) genuine; (B) from the legitimate source claimed or implied by the marking and design of the product offered; and (C) manufactured by, or at the behest and to the standards of, the manufacturer that has lawfully applied its name and trademark for that model/version of the material.

   c) Franchised or Authorized Distributor shall mean a person, business, or firm that is authorized and/or franchised by an Original Component Manufacturer (OCM) to sell or distribute the OCM’s products.

   d) Independent Distributor shall mean a person, business, or firm that is neither authorized nor franchised by an OCM to sell or distribute the OCM’s products but which purports to sell, broker, and/or distribute such OCM’s products. Independent Distributors are also referred to as un-franchised distributors, unauthorized distributors, and/or brokers.

2) Franchised/Authorized Distributor (Seller) represents and warrants that only new and authentic materials are used in products required to be delivered to Kellstrom Defense and that the Work delivered contains no Counterfeit Parts. Franchised/Authorized Distributor (Seller) shall have procedures in place that meet the requirements of SAE AS5553. No other material, part, or component other than a new and authentic part is to be used unless approved in advance in writing by Kellstrom Defense. To further mitigate the possibility of the inadvertent use of Counterfeit Parts, Seller shall only purchase authentic parts/components directly from the Original Equipment/Component Manufacturers (OEMs/OCMs) authorized distribution chain or from an authorized aftermarket manufacturer. Seller must make available at Kellstrom Defense, at Kellstrom Defense request, OEM/OCM documentation that authenticates traceability of the components to that applicable OEM/OCM. Purchase of parts/components from Independent Distributors is not authorized unless first approved in writing by Kellstrom Defense Procurement Representative. Seller must present complete and compelling support for its request and include all actions to ensure the parts/components procured are legitimate parts. Kellstrom Defense approval of Seller request(s) does not relieve Sellers responsibility to comply with all Purchase/Repair Order requirements, including the representations and warranties in this paragraph.

Seller shall contact Kellstrom Defense for prior approval before parts/components are procured from sources other than OEMs/OCMs or through the OEMs/OCMs authorized distribution channel.

3) Independent Distributor (Seller) shall have procedures in place that meet the requirements of SAE AS5553 (Avoidance and Detection of Counterfeit Parts). The original manufacturers Certificate of Conformance (C of C) and all traceability documentation shall be included with each shipment of parts. It shall include the manufacturers name, part number, date codes, lot codes, serializations, and/or any other batch identifications.

Seller is to contact Kellstrom Defense if the original OEM/OCM C of C and traceability documentation is not available. Inspections and tests required are as noted on the Purchase Order, but advanced inspection and testing could be imposed later. Recorded evidence inspection and of all testing performed shall be included with each
shipment. If suspect counterfeit parts are furnished under this purchase order and are found in any of the goods delivered hereunder, the Seller shall promptly replace such suspect counterfeit parts with parts that are acceptable to Kellstrom Defense and the Seller shall be liable for all costs relating to the removal and replacement of said parts as specified in the purchase/repair order requirements or Sellers insurance policies. Any suspect counterfeit parts will be returned to the Seller. If the Seller verifies the said parts to be counterfeit, the Seller must certify that the counterfeit parts were destroyed and the Seller must report the part to ERAI and/or GIDEP.

REACH: Seller further represents and warrants that the Products and any substances contained therein or utilized in the production thereof are not prohibited or restricted by, and will be supplied and utilized in compliance with, all applicable environmental Laws, including but not limited to European Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (hereinafter "REACH"), and that nothing prevents the import, sale, or transport of the Products or substances in Products in any country or jurisdiction in the world and that all such Products and substances are appropriately labeled, if labeling is required, and have been pre-registered and/or registered and/or notified and/or authorized under REACH, if pre-registration, registration, notification, and/or authorization is required. Seller shall bear all costs, charges and expenses related to pre-registration, registration, evaluation and authorization under REACH of the Products and substances in Products that are the subject of the Order.

In addition to the foregoing obligations, Seller shall, at Sellers expense, timely provide Buyer with all relevant information, on the Products and any substances contained therein or utilized in the production thereof, as Buyer determines to be necessary for Buyer and/or Buyers customers to timely and accurately fulfill their obligations under REACH and other applicable Laws.

FOD PREVENTION: Seller shall maintain a FOD prevention program in compliance with AS9146 and National Aerospace Standard NAS-412, Foreign Object Damage/Foreign Object Debris (FOD) Prevention. Seller will flow down FOD prevention requirements to sub-tier vendors, sub-contractors, etc.

LOCKHEED BOUND MATERIAL:
Any item for use by end user Lockheed Martin the following Lockheed Martin Supplier Quality Requirements apply:
- Appendix QX: Supplier Quality Requirements;
- Quality Clause Q4R: Foreign Object Damage (FOD) Prevention; and
- Clause Q11R: C130J and LM100J Programs Only - Specific Quality Requirements.

Copies of these requirements can be found in the Lockheed Martin website:

http://www.lockheedmartin.com/us/aeronautics/materialmanagement.html

By Accepting this Purchase Order, Seller agrees to flow down all Kellstrom Defense Terms and Conditions requirements to its sub-contractors and suppliers at all tier levels for the performance of this Purchase Order.

DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM (15 CFR part 700)

700.3 Priority ratings and rated orders.

(a) Rated orders are identified by a priority rating consisting of the rating - either DX or DO - and a program identification symbol. Rated orders take preference over all unrated orders as necessary to meet required delivery dates. Among rated orders, DX rated orders take preference over DO rated orders. Program identification symbols indicate which approved program is involved with the rated order. For example, AI identifies defense aircraft programs and A7 signifies defense electronic programs. The program identification symbols, in themselves, do not connote any priority.
(b) Persons receiving rated orders must give them preferential treatment as required by this regulation. This means a person must accept and fill a rated order for items that the person normally supplies. The existence of previously accepted unrated or lower rated orders is not sufficient reason for rejecting a rated order. Persons are required to reschedule unrated orders if they conflict with performance against a rated order. Similarly, persons must reschedule DO rated orders if they conflict with performance against a DX rated order.

(c) All rated orders must be scheduled to the extent possible to ensure delivery by the required delivery date.

(d) Persons who receive rated orders must in turn place rated orders with their suppliers for the items they need to fill the orders. This provision ensures that suppliers will give priority treatment to rated orders from contractor to subcontractor to suppliers throughout the procurement chain.

(e) Persons may place a priority rating on orders only when they are in receipt of a rated order, have been explicitly authorized to do so by the Department of Commerce or a Delegate Agency, or are otherwise permitted to do so by this regulation.

**FAR CLAUSES:** The following contract clauses referenced from Federal Acquisition Regulations (FAR) and the Department of Defense Federal Acquisition Regulation Supplement (DFARS) are incorporated, herein, to the extent that they may apply. Unless otherwise noted in the following clauses Contractor and Offer, mean Seller.

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