

NORDAM ASIA LIMITED PURCHASE ORDER TERMS AND CONDITIONS

Except to the extent superseded by the terms and conditions of an agreement between NAL and Seller pursuant to which this Purchase Order is issued, these NAL Purchase Order Terms and Conditions apply to and form part of each Purchase Order issued by NORDAM Asia Limited.

1. **PARTIES:** NORDAM Asia Limited is referred to as "Buyer" or "NAL" and the entity to which the Purchase Order is issued is referred to as "Seller."
2. **ACCEPTANCE:** This Purchase Order ("Order") is Buyer's offer to purchase from Seller the products and/or services ("Product") described in this Order. Seller's commencement of performance or acceptance of this offer in any manner shall constitute acceptance of this offer as written. Unless specifically agreed to in writing by Buyer's authorized representative, Buyer objects to, and is not bound by, any additional or different terms or conditions. This offer is expressly limited to and made conditional upon Seller's acceptance of the terms and conditions contained herein.
3. **PACKING AND SHIPPING:** The Product must be suitably packed using nonhazardous materials (no vermiculite) and prepared for shipment to secure lowest transportation rates, comply with carrier regulations and prevent damage and deterioration. Buyer will not be charged for packaging unless a packaging charge is expressly stated in the Order. Damage to any Product resulting from improper packaging will be charged to Seller. Separate packing sheets shall be provided for the hazardous and nonhazardous materials contained in the same shipment. Seller shall package goods and technical data subject to ITAR (International Traffic in Arms Regulations) separate from non-ITAR items. All Product to be shipped on the same day via the same route shall be consolidated on one bill of lading, unless Buyer authorizes otherwise. Each container shall be marked to show the Order number, gross weight, dimensions, final destination, placards as required (such as "fragile", "top", and stacking limitations) and consecutively numbered with the number that the container represents in the entire shipment (e.g., box 1 of 2 boxes). The container and Order numbers shall be listed on the bill of lading. Product sold EXW or FCA (Incoterms 2020) shipping point or F.O.B. shipping point shall be forwarded collect and Seller shall not insure such shipments beyond the shipping point. Seller shall make no declaration concerning the value of the Product shipped, except where the tariff rating is subject to the released or declared value. In such case, Seller shall release or declare such value at the maximum value within the lowest rating. Each shipment shall include (i) an original and two (2) copies of a packing slip containing the Order number, Product nomenclature/description; the Product part number; the Product serial number (where applicable); and the quantity of Product and (ii) a certificate of conformance or other appropriate inspection certification in conformance with this Order. In addition, international shipments shall also include an original plus two (2) copies of a commercial invoice complying with the requirements of applicable import laws and supplying Buyer with all applicable international shipping documents, including bills of lading/air waybill, delivery receipts, declarations, manifests and certificates of origin and a clear mark or stamp on the Product and related packaging to indicate the country of manufacture, e.g., "Made in [country]." Seller shall arrange the shipping using the carrier and mode of transportation specified in Buyer's Routing Guide provided to Seller ("Routing Guide"). Where freight costs will be charged to Buyer, Seller shall be liable for any excess freight charges and insurance charges if Seller fails to follow these instructions.
4. **SHIPMENT TOLERANCE:** Each line item on this Order shall be deemed fulfilled once Buyer has received and accepted the total quantity of Product ordered on the line. Any additional shipments against the line item of the Order may, in Buyer's sole discretion, be returned at the Seller's expense.
5. **TITLE/RISK OF LOSS:** Title and risk of loss for the Product shall pass to Buyer upon delivery to the point of delivery stated in this Order.
6. **NONCONFORMING PRODUCT/INSPECTION:** Passage of title and risk of loss pursuant to Section 5 above shall not constitute acceptance of Product. Buyer shall have the right to inspect Product at Seller's

NORDAM ASIA LIMITED PURCHASE ORDER TERMS AND CONDITIONS

facility and upon receipt at Buyer's facility. If any inspection or testing is done on Seller's premises, Seller, without additional charge, shall provide all reasonable facilities and assistance to Buyer. In the event the Product or the tender of delivery of the Product does not conform to the requirements of this Order, in addition to any other remedies available pursuant to this Order, at law or in equity, Buyer shall have the right to:

- a. Hold nonconforming Product after inspection pending a determination to accept or reject any or all of such Product;
- b. Reject the nonconforming Product and return the nonconforming Product to Seller at Seller's expense for prompt credit, replacement or correction as Buyer may direct (rejection of any part of a shipment may cause rejection of the entire shipment); and/or
- c. If the nonconformance is discovered after acceptance by Buyer, revoke acceptance of the nonconforming Product and return the nonconforming Product to Seller at Seller's expense for prompt credit, replacement or correction as Buyer may direct; and/or
- d. Title and risk of loss of nonconforming Product shall revert to Seller upon shipment by Buyer if the nonconforming Product is returned to Seller.

7. **TIME:** Time is of the essence in Seller's performance of this Order.
8. **DELIVERY DATES:** Delivery dates in this Order are the dates Product is to be delivered to the delivery point stated in the Order ("Delivery Dates"). The delivery dates should be achieved by use of the most economical mode of transportation as identified in the Routing Guide. Any premium freight costs will be borne by the Seller unless approved in writing by the Buyer's authorized representative in advance of shipment. Any schedule relief or adjustment must be in writing by Buyer's authorized representative. If Seller tenders a Product for delivery more than ten (10) days before the applicable Delivery Date, Buyer may, in its absolute discretion, either: (i) return the Product to Seller and require redelivery on the Delivery Date, all at Seller's expense and risk; or (ii) retain the Product and make payment in accordance with the original delivery/payment schedule set forth in the Order, regardless of the actual Delivery Date.
9. **LATE DELIVERY:** In addition to any other rights or remedies provided in this Order, at law or in equity, Buyer shall be entitled to the remedies stated below if Seller is late in meeting a Delivery Date, unless the Delivery Date was extended by written agreement of the Buyer:
 - a. If Buyer elects to require an expedited method of shipment or delivery to a location different than that originally designated, Seller shall comply with Buyer's instructions and Seller shall be responsible to bear any increase in costs incurred because of the expedited transportation method.
 - b. Buyer may terminate this Order, in whole or in part, without further obligation or liability, except for the obligation to pay for Product already accepted by Buyer.
 - c. For delays in delivery of Product of five (5) days, Buyer shall be entitled to deduct one percent (1%) from the late Product's purchase price. Buyer shall also be entitled to deduct an additional one percent (1%) from the late Product's purchase price, for each additional day of delay in delivery. The deduction for delays pursuant to this subsection shall not exceed twenty percent (20%) of the purchase price of the late Product. In view of the difficulty in calculating the actual damages, Buyer shall be entitled to this deduction as liquidated damages, and not as a penalty. The Parties agree this amount is reasonable in the light of the anticipated or actual harm caused by delays in delivery and the difficulties of proof of damages.
10. **NOTICE OF LABOR DISPUTES:** Whenever an actual or potential labor dispute is delaying or threatening to delay the performance of this Order, Seller shall immediately give notice to Buyer disclosing all relevant information.
11. **CHANGES:** Buyer's authorized representative may, within the general scope of this Order and by written notice to Seller, make changes in one or more of the following: (i) Drawings, designs or specifications; (ii) method of shipment or packing; (iii) quantity ordered; (iv) Delivery Date(s) and (v) place of delivery. If any change under this Section causes an increase or decrease in the cost of or the time required for performance of Seller's obligations under this Order, an equitable adjustment to the price and/or the

delivery schedule shall be agreed to in writing by the Parties. Seller must submit in writing to Buyer, within ten (10) days after receipt of the notice of change any proposal for adjustment. If the Seller's proposal includes the cost of property made obsolete or excess by the change, the Buyer shall have the right to prescribe the manner of the disposition of the property. Notwithstanding any pending proposal for adjustment, Seller shall proceed diligently with the performance of the change as directed by Buyer. Seller shall make no change in the drawings, design, specifications or manufacturing or assembly processes, unless such change has been expressly accepted by prior written approval of Buyer. If Seller fails to obtain Buyer's written approval of a change in accordance with the immediately preceding sentence prior to delivering a modified Product, then Buyer may reject the affected Product and pursue all available rights and remedies provided in this Order, at law or in equity. Failure to agree to any equitable adjustment shall constitute a dispute within the meaning of the Section 25 (Disputes) of this Order. However, nothing in this Section 11 shall excuse Seller from proceeding with the Order as changed.

12. **INVOICES:** Seller shall not invoice for a Product prior to delivering the Product. Each invoice must show the shipping point, applicable Order number, Product part number, delivery date, quantity, unit price and the extended pricing for more than one unit. Invoices are to be sent to: NORDAM Asia Limited Accounts Payable Department, No. 8 Hangqin S. Rd., Dayuan Dist., Taoyuan City 337041, Taiwan, Republic of China; or NALinvoices@nordam.com; or such other address as Buyer designates. Payment of Seller's invoices is subject to adjustment for any shortage, rejection or breach by Seller. Freight and other shipping charges must be itemized. Payment due date, including any discount period, shall be computed from the date of receipt of the Seller's Product or a correct invoice, whichever is the later.
13. **TAXES:** Seller is responsible for all applicable sales, use, VAT, excise, and other taxes, duties, assessments, charges, and import or export fees imposed on the Product unless the tax laws request that the Buyer is responsible for those taxes, duties, charges and other fees. The Seller is responsible for filing and paying any and all of such taxes, assessments, charges, duties or fees in connection with the Product supplied by Seller unless the tax laws request that the Buyer is responsible for filing and paying those taxes, assessments, charges, duties or fees. To the extent that the Buyer is required by Applicable Laws to file and pay any taxes, assessments, charges, duties or fees in relation to the purchase of Product under this Order, such amount shall be deducted from the purchase price payable to the Seller.
14. **PROPRIETARY INFORMATION AND INTELLECTUAL PROPERTY:**
 - a. "Intellectual Property" means any information or data pertaining to design, development, production, modification, maintenance, and/or repair, including drawings, diagrams, models, formulae, specifications, manuals and instructions, inventions, ideas, discoveries, know-how, work product, copyrights, trademarks, trade secrets, industrial property, and derivative works, improvements or modifications to any of the foregoing and all other forms of intellectual property, whether or not patentable.
 - b. "Permitted Purposes" means performing obligations or exercising rights under this Order and, in the case of Buyer only, also includes testing, certification, use, sale or support of any Product.
 - c. "Proprietary Information" means Intellectual Property and all financial, business, technical, and other information relating to the Product disclosed by one Party to the other Party before or after the issuance of this Order.
 - d. Each party shall retain exclusive title to (i) Intellectual Property rightfully owned or rightfully acquired from third parties prior to the issuance of this Order, (ii) Intellectual Property rightfully acquired after issuance of this Order, but outside performance of the Order, from a third party and (iii) subject to subsection 14.e below, Intellectual Property which such Party generates by itself in the course of the performance of this Order without material access to and use of the other Party's Intellectual Property and without unlawful conduct in connection with such generation.
 - e. Notwithstanding any provision of this Order to the contrary, as between Buyer and Seller, Buyer shall be the exclusive owner of all rights in all Intellectual Property developed in performance of this Order,

whether the Intellectual Property is developed by Buyer, Seller, Seller's subcontractors, or developed jointly by Buyer and Seller. If by operation of law, Seller is the owner of any such Intellectual Property, Seller hereby assigns and will cause its employees, agents, and contractors to assign to Buyer or its Customer or End Customer, as soon as created, on an exclusive and world-wide basis, all such rights in such Intellectual Property. Seller agrees that it shall not reverse engineer the Product.

- f. Buyer grants to Seller a royalty-free, world-wide, and non-exclusive license (without the right to grant sublicenses and without the right to seek patents) to use Buyer's Intellectual Property associated with the Product solely for and to the extent necessary for the Permitted Purposes. Except for the right to use Buyer's Intellectual Property associated with the Product for the Permitted Purposes, no rights (ownership, license, or otherwise) are granted to the Seller or implied concerning any Buyer Intellectual Property. Seller grants to Buyer an irrevocable, paid-up, royalty-free, world-wide, perpetual, and non-exclusive license, with the right to grant sublicenses, in Seller's Intellectual Property associated with the Product solely for and to the extent necessary for the Permitted Purposes and as necessary in order to exercise all rights of sole ownership of Buyer's own Intellectual Property associated with the Products and/or for the full use and benefit of the Products and/or similar products.
- g. The party receiving ("Receiving Party") Proprietary Information from the other party ("Disclosing Party") agrees to (i) keep confidential and not disclose the Proprietary Information to others without the Disclosing Party's prior written consent; (ii) not copy or reproduce the Proprietary Information without the express written permission of the Disclosing Party, except for such copies or reproductions as may be reasonably required for the Permitted Purposes for internal need-to-know by the Receiving Party; (iii) use the Proprietary Information solely for the Permitted Purposes; (iv) not disclose the Proprietary Information to any person within the Receiving Party's organization unless such person has a need-to-know in accomplishing the Permitted Purposes; (v) protect and safeguard the Proprietary Information with at least the same degree of care as the Receiving Party exercises in protecting and safeguarding its own Proprietary Information, but in no event less than the reasonable care customarily exercised by the aircraft industry to preserve proprietary information; and (vi) enforce the obligations on the Receiving Party's agents, employees, and representatives and take all legal and other actions required to prevent any disclosure or use of Proprietary Information in violation of these provisions. The terms of this subsection 14.g. will not apply to any Proprietary Information which:
 - (i) is in, or comes into, the public domain otherwise than by a breach of this Order;
 - (ii) the Receiving Party can show was in its possession by virtue of being recorded in its files or being in its use prior to receipt from the Disclosing Party;
 - (iii) the Receiving Party receives in good faith from a third party which itself had not received the Proprietary Information directly or indirectly from the Disclosing Party; or
 - (iv) is independently developed by the Receiving Party without using any Proprietary Information of the Disclosing Party, by persons who have not had access to such Proprietary Information.
- h. Upon request by Buyer, Seller agrees to return all of Buyer's Proprietary Information (and all information derived therefrom) to Buyer.
- i. "Indemnified Parties" means Buyer, any customer of Buyer ("Customer") or a buyer or lessee/sub-lessee or other operator ("End Customer") of the aircraft on which Product is installed ("Aircraft"), and their respective officers, agents, and employees. If this Order has been issued to support a U.S. government prime contract or sub-contract then, in addition to the entities identified in the preceding sentence, "Indemnified Parties" includes the U.S. government and its officers, agents, and employees. To the extent the Product is designed by Seller, Seller shall indemnify, defend and hold harmless the Indemnified Parties against any claim, suit, action or liability, including costs, based on an assertion that the design, manufacture, use, sale or resale of the Product infringes any United States or foreign intellectual property right, including any patent or patent rights, trademark, copyright or other intellectual property right, and Seller shall when notified, defend any action or claim of such infringement at Seller's expense. If Buyer's use or sale of the Product is finally enjoined, Seller shall procure for the Indemnified Parties the right to use or resell the Product free of any liability for infringement, replace the Product as soon as possible with an equivalent non-infringing Product, or modify the Product so it is non-infringing but equivalent.

- j. Notwithstanding any provision of this Order to the contrary, Seller agrees not to release any information concerning this Order or its business relationship with Buyer, to any third party, except as required by Applicable Law, without Buyer's prior written consent.
 - k. Notwithstanding any provision of the Order to the contrary, Buyer may, to the extent necessary to design, develop, manufacture, test, qualify, sell, and support the program components, disclose Proprietary Information of the Seller to third parties including the manufacturer of the Aircraft, Customers, End Customers, and representatives of applicable aviation authorities.
 - l. This Section 14 shall survive the cancellation, termination or expiration of this Order.
15. **WARRANTY:** Seller warrants that each Product shall be free from defects in materials and workmanship and to the extent the Product is designed by Seller, Seller warrants the Product shall be free from defects in design; that Seller shall convey to Buyer good title to each Product free and clear of any liens; that the Product shall meet the specifications, requirements, processes, and provisions of the documents specified in this Order; that the Product shall be merchantable and fit for Buyer's intended purpose; and that all services will conform to sound industrial practice and technical workmanship as is customary in the aviation industry (collectively the "Warranty"). Buyer's inspection, approval of a sample, acceptance or payment for the Product shall not constitute a waiver, exclusion or modification of the Warranty. In addition to all other remedies which Buyer may have under this Order or applicable law, Buyer may, at Seller's expense, require Seller to promptly accomplish any correction, repair, replacement, or retrofit which may be required to make the nonconforming Product conform to the Warranty, all without change to the price and without additional cost to Buyer. Removal and reinstallation costs and testing costs related to the replacement or repair of the nonconforming Product shall be paid by Seller. In the event Buyer supplies its Customer or End Customer with a replacement for a nonconforming Product in order to expedite a repair, replacement or retrofit, Seller shall provide Buyer with a credit for the full price of the Product supplied by Buyer. If Buyer returns a Product pursuant to a warranty claim, the delivery shall be EXW Buyer's facility (Incoterms 2020, as if Buyer were a seller). Delivery to Buyer of a repaired or replacement Product shall be DDP (Incoterms 2020, as if Seller were a seller) to the destination designated by Buyer. Title and risk of loss for the replacement Product shall pass upon delivery of the replacement Product. Seller authorizes Buyer to offer the terms of this Warranty to Buyer's Customers and to End Customers.
16. **BUYER APPROVAL AND REVIEWS:** The review or approval by Buyer of any work performed by Seller pursuant to this Order or of any of Seller's designs, drawings, specifications or other Seller documents shall not constitute a waiver of any defects or nonconformities in any Product, nor change, modify or otherwise affect any of Seller's obligations under this Order.
17. **TOOLING AND BFM:**
- a. Buyer Furnished Material ("BFM") means all raw materials, components, parts, and equipment provided by Buyer to Seller which the Seller uses in the manufacturing of the Product sold to Buyer.
 - b. "Buyer Tooling" means the computer numerical control ("CNC") programming, tooling, dies, jigs, molds, patterns, and fixtures used by Seller or Seller's subcontractors to manufacture the Product which is provided by Buyer to Seller or specifically developed, produced or acquired by Seller or its subcontractors to enable Seller to perform its obligations under this Order, and CNC programming, tooling, dies, jigs, molds, patterns and fixtures that are replacements thereof.
 - c. "Seller Tooling" means all CNC programming, tooling, dies, jigs, molds, patterns, and fixtures used by Seller or Seller's subcontractors to inspect and manufacture the Product, which is not Buyer Tooling described above.
 - d. Seller shall be responsible for the design, manufacture, and procurement of all Buyer Tooling not provided by Buyer and for all Seller Tooling. Title to BFM and Buyer Tooling shall be held by Buyer. Seller shall submit Buyer Tooling designs to Buyer for approval prior to commencing fabrication of such tools. Buyer grants to Seller a non-exclusive, royalty free license to use the Buyer Tooling solely to perform its obligations under this Order. With respect to all BFM and Buyer Tooling in Seller's possession, Seller shall (i) assume the risk of loss or damage; (ii) use it only in performing obligations

under this Order; (iii) segregate and identify it with a Buyer-furnished label; (iv) not move it from Seller's plant without Buyer's prior written permission; (v) not grant a security interest in, pledge a collateral interest in, or allow a lien or encumbrance to attach to it, and (vi) be responsible for its proper maintenance, at Seller's sole cost, so long as the Buyer Tooling and/or BFM are in Seller's control. Buyer Tooling is subject to removal and/or inspection by Buyer at any time and Buyer shall have free access to Seller's premises for the purpose of inspecting or removing the Buyer Tooling. Upon completion of the Order, Seller shall promptly deliver the Buyer Tooling and unused BFM as directed by Buyer.

- e. Seller shall maintain adequate property control records of all BFM and Buyer Tooling. Seller shall provide to Buyer, not less than ninety (90) days from the end of each calendar year during the term of this Order, a certification listing the Buyer Tooling in the Seller's possession. Buyer may audit all of Seller's control records regarding the Buyer Tooling, at any reasonable time.

18. QUALITY:

- a. Seller shall provide and maintain a quality assurance system acceptable to Buyer. Seller and any subcontractor or sub-tier supplier to Seller for the Product shall comply with the requirements specified in Buyer's Supplier Quality Manual provided to Seller ("Supplier Quality Manual") and any Customer- or End Customer-specific quality requirements. Seller agrees to inspect and test the Product to ensure compliance and Seller shall advise Buyer of any nonconformance in the Product delivered to Buyer known or becoming known to Seller. The document retention requirements of the Supplier Quality Manual shall survive the cancellation, termination, or completion of this Order. Buyer must be contacted prior to destruction by Seller and by any sub-tier supplier of any quality record affecting the Product. Notwithstanding any cancellation, termination, or completion of this Order, Seller will provide copies of the quality records concerning the Product to Buyer free of charge except that Buyer shall pay for the transportation and insurance charges, if any, associated with shipping Seller's quality records to Buyer.
- b. Representatives of the Buyer, Buyer's Customers and End Customers, and the applicable airworthiness authorities ("Inspectors") shall be afforded reasonable access during normal working hours to Seller's and any of Seller's subcontractors' or sub-tier suppliers' (i) plants or factories and (ii) records required to be retained pursuant to the Supplier Quality Manual. Seller and Seller's subcontractors and sub-tier suppliers shall provide all reasonable facilities for the convenience of any Inspectors, and shall furnish such Inspectors all information and data reasonably required to perform inspections. Nothing in this subsection 18.b. or in any inspection by Buyer shall in any way relieve Seller from the obligation of testing, inspection and quality control. Nothing in this Order shall be interpreted to limit U.S. government access to Seller's facilities pursuant to law or regulation.

19. TERMINATION FOR CONVENIENCE: Buyer may, for any reason and at any time, terminate for convenience this Order, in whole or in part, by giving notice to Seller. Upon receipt of termination notice, Seller shall promptly cease all terminated work under this Order, including manufacturing and procurement under any sub-contracts, in each case in accordance with the notice. Seller shall use best efforts to mitigate its costs and expenses resulting from termination. The following shall be Seller's sole remedies and Buyer's sole obligations for Buyer's termination under this Section 19:

- a. Buyer may cancel any delivery(ies) due more than ninety (90) days after Buyer's notice without any cost or liability to Seller or to any of Seller's subcontractors or sub-tier suppliers. Seller shall include and shall require that all of Seller's subcontractors include in any order to a sub-tier supplier a substantially identical provision.
- b. For deliveries due within ninety (90) days of Buyer's notice,
 - (i) Buyer shall pay for each Product completed before the notice, or completed afterward as authorized pursuant to the notice, at the price for such Product set forth in this Order;
 - (ii) Buyer shall reimburse Seller only for the raw materials and work in process (collectively "WIP") that could not reasonably be avoided by Seller's best efforts. The reimbursement shall not exceed Seller's costs that are justified and substantiated to the satisfaction of Buyer;
 - (iii) All Product and WIP referred to in subsections 19.b.i and 19.b.ii shall be delivered by Seller to Buyer in accordance with the delivery terms set out in this Order without delay and, in such

- case, title to the Product and WIP shall vest in Buyer upon its delivery to the delivery point stated in the Order. Payment by Buyer for the Product and WIP shall only be due only after receipt and acceptance by Buyer;
- (iv) In the case of Buyer's termination of the Order in whole: Seller shall promptly comply with Buyer's direction for disposal of all BFM and Buyer Tooling in Seller's possession;
 - (v) Seller shall have no claim for compensation of any nature whatsoever, except as expressly provided above, and shall have no claim for damages or loss of profit, as a result of the termination of this Order in whole or in part;
 - (vi) In the event of a partial termination, the price, delivery schedule and other requirements relating to the remainder of the Order not terminated shall not be affected by such termination; and
 - (vii) Any compensation payable by Buyer to Seller under this Section 19 for any terminated Product or WIP shall not exceed the price for the terminated Product as shown in the Order.

20. DEFAULT:

- a. Buyer may, subject to subsections 20.d and 20.e of this section, by written notice of default to the Seller, terminate this Order, in whole or in part, if the Seller fails to—
 - (i) Deliver the Product within the time specified in this Order or any extension authorized in writing by the Buyer;
 - (ii) Make progress, in Buyer's sole discretion, so as to endanger performance of this Order (but see subsection 20.b); or
 - (iii) Perform any of the other provisions of this Order (but see subsection 20.b of this clause).
- b. Buyer's right to terminate this Order under subsections 20.a.ii and 20.a.iii of this clause, may be exercised if the Seller does not cure such failure within 7 days (or more if authorized in writing by the Buyer) after receipt of the notice from the Buyer specifying the failure.
- c. If Buyer terminates this Order in whole or in part, it may acquire, under the terms and in the manner the Buyer considers appropriate, goods or services similar to those terminated, and the Seller will be liable to Buyer for any excess costs for those goods or services. However, the Seller shall continue the work not terminated.
- d. Except for defaults of subcontractors at any tier, Seller shall not be liable for any excess costs if the failure to perform the Order arises from causes beyond the control and without the fault or negligence of the Seller. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather.
- e. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Seller and subcontractor, and without the fault or negligence of either, the Seller shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Seller to meet the required delivery schedule.
- f. If this Order is terminated for default, the Buyer may require the Seller to transfer title and deliver to Buyer, as directed by the Buyer, any (1) completed Products, and (2) partially completed Products and materials, parts, Seller Tooling, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this section) that the Seller has specifically produced or acquired for the terminated portion of this Order. Upon direction of the Buyer, the Seller shall also protect and preserve property in its possession in which Buyer has an interest.
- g. Buyer shall pay the Order price for completed Products delivered and accepted. The Seller and Buyer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Section 25 below (Disputes). Buyer may withhold from these amounts any sum the Buyer determines to be necessary to protect Buyer against loss because of outstanding liens or claims of former lien holders.
- h. If, after termination, it is determined that the Seller was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of Buyer pursuant to Section 19.

NORDAM ASIA LIMITED PURCHASE ORDER TERMS AND CONDITIONS

- i. The rights and remedies of Buyer in this section are in addition to any other rights and remedies provided by law or under this Order.

21. COMPLIANCE WITH APPLICABLE LAWS:

- a. "Applicable Law" means any applicable statute, treaty, code, regulation, ordinance, order, procurement policy, rule, license or certificate of a government, and includes but is not limited to the (i) regulations of any CAA, including without limitation the Civil Aviation Act of Taiwan, (ii) the Export Administration Regulations ("EAR") of the U.S. Commerce Department's Bureau of Industry and Security ("BIS"); and the Foreign Trade Act and the Enforcement Rules of the Foreign Trade Act of Taiwan; (iii) the International Traffic in Arms Regulations ("ITAR") of the U.S. State Department's Directorate of Defense Trade Control ("DDTC") and the Regulations Governing Export and Import of Strategic High-tech Commodities of Taiwan; (iv) rules and regulations of the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"); (v) all applicable environmental laws including without limitation the European regulation (EC) No. 1907/2006 concerning Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH"), the Toxic and Concerned Chemical Substances Control Act, the Air Pollution Control Act, the Water Pollution Control Act, the Waste Disposal Act, and the Resource Recycling Act of Taiwan, human trafficking and slavery laws including without limitation the Human Trafficking Prevention Act of Taiwan, and export and import laws including without limitation the Regulations Governing Export of Commodities and the Regulations Governing Import of Commodities of Taiwan; and (vi) the Federal Acquisition Regulations (FAR) and supplements thereto and Government Procurement Act of Taiwan.
- b. For purposes of this Section 21, "CAA" means any civil aviation authority or government agency that controls the design, production, operations or maintenance of civil aircraft.
- c. Seller represents and warrants that:
- (i) Seller shall comply with all Applicable Law in performing its obligations under this Order;
 - (ii) Seller is fully authorized under all Applicable Law to receive all relevant Intellectual Property, raw materials, supplies and services in accordance with the terms of this Order; and
 - (iii) Seller is fully authorized under all Applicable Law to supply the Product in accordance with the terms of this Order.
- d. Seller shall supply Buyer with pertinent import/export classifications and documentation to facilitate the legal import/export of each Product identified on this Order (Military, Dual Use, Export Controlled, Tariff Number, Country of Origin, Free Trade Agreement documentation, etc.). Please consult the following websites for additional information on U.S. and Taiwan Product(s) import/export support.

EAR	https://www.bis.doc.gov/
ITAR	http://www.pmddtc.state.gov/regulations_laws/itar.html
OFAC	https://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx
USTR	http://www.ustr.gov/trade-agreements/free-trade-agreements
USITC	https://www.usitc.gov/tata/hts/bychapter/index.htm
Census	http://www.census.gov/foreign-trade/schedules/b/index.html
Bureau of Foreign Trade of Taiwan	https://www.trade.gov.tw/English/Pages/List.aspx?nodeID=100&isFooter=True
Classification of Commodities and Regulations of Taiwan	https://fbfh.trade.gov.tw/fh/ap/queryCCCRegFormf_e.do
Taiwan External Trade Development Council	https://en.taitra.org.tw/
Customs Administration, Ministry of Finance of Taiwan	https://eweb.customs.gov.tw/multiplehtml/3352

- e. Buyer will take appropriate action, up to and including termination, against Seller for violation of Applicable Law during performance of this Order. Seller will be fully responsible for and defend, indemnify and hold Buyer and Buyer's Customers and End Customers harmless from all fines, penalties and damages resulting from any breach by Seller of any of the representations, warranties, covenants and agreements contained in this Order. This Section 21 shall survive the termination or expiration of this Order.

22. ANTI-KICKBACK PROCEDURES:

- a. In this Article, "Kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, (i) to any government official, Buyer, Customer, End Customer, contractor, sub-contractor, or any of their officers, partners, employees or agents, for the purpose of improperly obtaining or rewarding favourable treatment in connection with a contract or (ii) to any government official to influence any act or decision of a government.
- b. Seller represents and warrants to Buyer that, in the process of being selected for this Order, or otherwise in connection with this Order, neither Seller (including any of its officers, partners, employees or agents) nor any subcontractor (or such subcontractor's officers, partners, employees or agents):
- has provided, or attempted or offered to provide, any Kickback;
 - has solicited, accepted or attempted to accept any Kickback; or
 - has included, directly or indirectly, the amount of any Kickback in the price applicable under this Order, or in the subcontract price charged by any subcontractor to a higher tier subcontractor.

and that, in the performance of, or otherwise in connection with, this Order, neither Seller (including any of its officers, partners, employees or agents) nor any subcontractor (or such subcontractor's officers, partners, employees or agents) shall:

- (i) provide, or attempt or offer to provide, any Kickback;
 - (ii) solicit, accept or attempt to accept any Kickback; or
 - (iii) include, directly or indirectly, the amount of any Kickback in a contract price (including this Order price) or subcontract price charged by any subcontractor to a higher tier subcontractor.
- c. Seller shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in Section 22.b. above in its own operations and at its subcontractors.
- d. When Seller has reasonable grounds to believe that a violation described in Section 22.b. above may have occurred, Seller shall promptly report the possible violation in writing to Buyer.
- e. Seller shall cooperate fully in any investigation of a possible violation.
- f. Regardless of the subcontract tier at which a Kickback may have been provided, accepted or charged in violation of Section 22.b. above, Buyer may:
- (i) offset the amount of the Kickback against any moneys owed by Buyer under this Order;
 - (ii) direct that Seller withhold the amount of the Kickback from sums owed to its subcontractor; or
 - (iii) order that moneys withheld under Section 22.b. be paid over to Buyer, unless Buyer has already offset those moneys under Section 22.b.
- g. Seller shall incorporate the substance of this Section, including this Section 22.g., in its sub-contracts.

- 23. RELEASE OF NEWS INFORMATION AND ADVERTISING:** Seller shall not, without the prior written consent of Buyer, make any news release, public announcement, advertisement, publication, denial or confirmation of all or any part of the subject matter of this Order or any program for which this Order has been placed.

24. **SEVERABILITY:** If any provision of this Order, or the application of such provision to any party or circumstance, is held invalid, such invalidity shall not affect other provisions or applications of this Order that can be given effect without the invalid provision or application.
25. **DISPUTES:** In any dispute arising under, out of, in connection with, or relating to this Order ("Dispute"), any party may serve formal written notice on another party that a Dispute has arisen ("Dispute Notice"). Such Dispute shall be resolved by arbitration referred to the Chinese Arbitration Association, Taipei (for purposes of this Section 25, "CAA") in accordance with the following rules, the Taiwan Arbitration Law, and the CAA Arbitration Rules:
- a. Such arbitration shall be conducted before three arbitrators (the "Arbitrators"). Each party shall appoint one arbitrator and the two party-appointed arbitrators shall jointly appoint a third arbitrator who shall act as the chair of the tribunal. The Arbitrators shall serve in an impartial and neutral capacity and shall render a decision only upon the Dispute presented to him/her.
 - b. The Seat of arbitration shall be Taipei, Taiwan.
 - c. The Arbitrators' decision shall be final, non-appealable, and binding upon the Parties and shall be enforceable by any court having jurisdiction over the party against whom enforcement is sought. The Parties agree to abide by and perform the decision rendered by the Arbitrators.
 - d. The language of the arbitration proceeding shall be English unless an alternative language for the arbitration proceeding is agreed to by the parties.
 - e. The Arbitrators shall, in their discretion, assess costs and expenses of the arbitration proceeding and the Arbitrators (including reasonable attorneys' fees and arbitrator's fees) to the prevailing party in the arbitration in the absence of which, all fees and expenses of the arbitration proceeding and the Arbitrators shall be shared equally by the Parties and each party shall bear its own costs of counsel and preparation of its case.
 - f. Any confidential, proprietary, or trade secret information disclosed during the Dispute resolution process provided for in this arbitration proceeding set forth in this Section shall remain confidential. No party shall disclose the existence or content of any Dispute or claim or the results of any Dispute resolution process to third parties other than outside tax, accounting, and legal consultants and any expert witnesses, except with the prior written consent of the other parties and except through legal process as permitted by Applicable Law.
 - g. The arbitration proceeding specified in this Section shall be the sole and exclusive procedure for the resolution of a Dispute except as provided in Section 25 h. below regarding equitable relief.
 - h. The parties hereto acknowledge that the Arbitrators shall have all the powers to make interim orders, orders of injunction, rectification, expungement, orders for interest and/or any other temporary or permanent injunctive relief ("Interim Measure"). Each party agrees to comply with the Interim Measure made by the Arbitrators. In addition to either party requesting that the Arbitrators exercise their powers to order an Interim Measure, either party shall also have the right to seek, simultaneously and in parallel, any Interim Measure in the proper courts located in Taipei, Taiwan. Finally, either party may choose not to request the Arbitrators to exercise their powers to order an Interim Measure and only seek any Interim Measure at any time in the proper courts located in Taipei, Taiwan even prior to the initiation of any arbitration proceeding.
26. **REMEDIES AND WAIVER:** No delay or omission by either Party to seek a remedy for breach of or to exercise any right under this Order shall be construed as a waiver of such breach or right, unless such waiver appears expressly in a writing executed by an authorized officer of the Party to be charged with the waiver. Except as otherwise limited in this Order, the Parties' rights and remedies for defaults stated

in this Order are cumulative and in addition to any other rights or remedies that the Parties may have at law or in equity.

27. **INSURANCE:** Prior to commencing any work under this Order and for two years after termination or other ending of this Order, Seller shall, at its expense, maintain the minimum insurance coverages listed below. All costs and deductible amounts shall be borne solely by Seller. All required policies shall (i) name Buyer as an additional insured; (ii) waive subrogation rights in favor of Buyer and its officers, directors, employees, agents with respect to work performed under this Order, except policies providing statutory Worker's Compensation; and (iii) be designated as primary coverage to any similar coverage carried by Buyer. Seller shall notify Buyer immediately if coverage should lapse or change.
- a. The required coverages shall be:
 - (i) Worker's Compensation or Country equivalent insurance providing benefits as required by law and Employer's Liability Insurance with the following minimum limits:

Bodily Injury by Accident:	\$100,000 Each Accident
Bodily Injury by Disease:	\$100,000 Policy Limit
Bodily Injury by Disease:	\$100,000 Each Employee
 - (ii) Commercial General Liability Insurance, including contractual liability coverage with the following minimum limits:

Each Occurrence:	\$1,000,000
General Aggregate:	\$2,000,000
 - (iii) Product Completed Operations liability coverage, including contractual liability coverage with the following minimum limit:

Each Occurrence:	\$10,000,000
General Aggregate:	\$10,000,000
 - (iv) Automobile Liability Insurance for owned, hired and non-owned autos with a minimum liability limit of \$1,000,000 Combined Single Limit – Each Accident – for Bodily Injury or Property Damage.
 - (v) Direct Physical Damage for the value of any Buyer Tooling and BFM that are in Seller's care, custody, or control.
 - (vi) If compensation under this Order is in excess of \$100,000, an excess liability policy with a liability limit of \$5,000,000 is required in excess of the minimum limits shown under subsections a. (i), (ii), (iii), (iv) and (v) above.
 - b. Buyer shall not be responsible for any loss or damage to property of any kind owned or leased by Seller, subcontractor, or its employees, servants, or agents.
 - c. Seller will require its insurance carrier to provide annually Certificates of Insurance to Buyer evidencing the existence of insurance required above.
 - d. The insolvency, bankruptcy, or failure of any insurance company carrying insurance for Seller, or its failure to pay a claim, does not relieve Seller of any of the requirements of the terms and conditions set forth in this Order.
28. **ASSIGNMENT/SUBCONTRACTING:** Seller shall not assign any of its rights or interest in this Order or subcontract all or substantially all of its performance of this Order without Buyer's prior written consent. No assignment, delegation, or subcontracting by Seller, with or without Buyer's consent, shall relieve Seller of any of its obligations under this Order or prejudice any of Buyer's rights against Seller whether arising before or after the date of any assignment. Any attempted, unauthorized assignment by Seller shall be null and void. Subject to the foregoing, all of the terms, conditions and provisions of this Order shall be binding upon and shall inure to the benefit of the successors and assigns of the Seller.
29. **ETHICS:** Buyer is committed to conducting its business fairly, impartially, and in an ethical and proper manner. Seller verifies that Seller has read and understands Buyer's Standard for Ethical Business Conduct (the "Standard") found at: <http://www.nordam.com/who-we-are/ethics-compliance> and shall comply with the Standard while performing its obligations to Buyer. To report an ethical concern to NAL, you may call NORDAM's toll-free helpline. If you are placing the call from within the U.S., the helpline

telephone number is **1-866-549-4983**. To place a toll-free call from Singapore, the United Kingdom, Taiwan, or Mexico, additional numbers can be found on the website. NAL will investigate and follow up every issue raised and will respond to anonymous calls.

30. **STATEMENT OF WORK:** Seller shall design, develop, manufacture, supply and support the Product in compliance with the terms and conditions, specifications and drawings identified on the front of this Order, these NAL Purchase Order Terms and Conditions, the Statement of Work (if any), the Fixed Pricing Agreement (if any) and any other agreement between the Parties incorporated by reference on the front of this Order.
31. **STOP WORK ORDER:** Buyer may, at any time, by written order to Seller and at no charge to Buyer, require Seller to stop all, or any part, of the work called for by this Order for less than twenty-four (24) consecutive months, or any other period of time agreed upon. Upon receipt of such a written order, Seller shall immediately comply with its terms. During the suspension, Buyer may issue written notice to (a) restart the Order or any part of it (and Seller shall resume work within ten (10) days of such notice) or (b) terminate the work covered by such stop work order in accordance with Section 19 (Termination for Convenience) or Section 20 (Default).
32. **INDEMNITY:** Seller agrees to defend, indemnify, and hold Buyer, its affiliates, directors, shareholders officers, agents, employees, successors and assigns harmless from and against any losses, damages, demands, and/or claims, including without limitation, all costs, expenses, and reasonable attorneys' fees incident thereto, arising out of or in any manner connected with the performance or breach of Seller's obligations under this Order or breach of a duty imposed by law, including Seller's negligence or strict liability in law. This Section 32 shall survive the cancellation, termination or expiration of this Order.
33. **INDEPENDENT CONTRACTOR:** Seller shall provide the Products as an independent contractor and Seller's employees shall not be considered employees of Buyer. Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between Seller and Buyer, and neither party shall have the right, power, or authority to obligate or to bind the other in any manner whatsoever, except as otherwise agreed to in writing by the Parties.
34. **CONFLICT MINERALS:**
- a. Seller certifies that, regardless of whether Seller is publicly traded or not, Seller does not procure Conflict Minerals from Covered Countries, as those terms are defined by and consistent with the Securities and Exchange Commission's final rule on Conflict Minerals, 17 CFR Parts 240 and 249(b), promulgated pursuant to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Rule").
 - b. Seller certifies and warrants that all Product(s) that will be delivered to NAL by Seller are DRC Conflict Free, as defined by and consistent with the Rule.
 - c. Seller certifies that it has made, and shall continue to make, good faith inquiries reasonably designed to determine whether any Conflict Mineral that is included in any Product(s) delivered to NAL originated in the DRC or an Adjoining Country, or is from Recycled or Scrap Sources, as those terms are defined in the Rule. Seller further certifies that it has performed, and shall continue to perform, due diligence measures for DRC Conflict Free sourcing. Seller agrees that all inquiries and diligence performed shall be consistent with the requirements of the Rule.
 - d. Seller agrees that it shall require its own subcontractors and suppliers (at any tier in the supply chain for a Product(s) delivered to NAL) to furnish information to Seller necessary to support Seller's obligations under this Section 34.
 - e. Seller shall maintain records reviewable by NAL to support its certifications above.
 - f. Seller agrees to furnish information to NAL and complete and promptly return to NAL questionnaires and/or surveys concerning Conflict Minerals when and as requested by NAL. Seller acknowledges that NAL may utilize and disclose Conflict Minerals information provided by Seller in order to satisfy NAL's Customer's and End Customer's disclosure obligations under the Rule.
 - g. If NAL determines that any certification made by Seller under this Section 34 is inaccurate or

incomplete in any respect, then in addition to any other rights and remedies provided by law or under this Order, NAL may exercise its rights under Section 20 (Default) above.

35. CERTIFICATIONS AND REPRESENTATIONS:

The following certifications and representations set forth in this Section 35 shall only apply to Seller if Seller is (i) located in the United States or (ii) located outside the United States but sources any part of the Products from an entity or company located inside the United States:

a. Certification regarding Independent Price Determination

By acceptance of this Order, the Seller certifies the prices offered by Seller to Buyer have been determined independently and Seller has not colluded with any competitor regarding prices, offer strategy, or the methods and factors used to determine prices offered. Seller has not disclosed its prices knowingly to other entities that competed with Seller to supply the Product to Buyer. Seller has not attempted to induce any other concern regarding an offer for the purpose of restricting competition.

b. Certification and Disclosure Regarding Payments to Influence Certain U.S. Federal Transactions

The Seller, by accepting this Order, hereby certifies to the best of its knowledge and belief that no U.S. Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of U.S. Congress, an officer or employee of U.S. Congress, or an employee of a Member of U.S. Congress on its behalf in connection with the awarding of this Order. Seller will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of Seller with respect to a contract, Seller shall complete and submit OMB Standard Form LLL, Disclosure of Lobbying Activities to provide the name of the registrants. Seller need not report regularly employed officers or employees of Seller to whom payments of reasonable compensation were made.

c. Certification regarding promotion of an export sale

In order to facilitate Buyer's reporting requirements, by accepting this Order, Seller certifies that it will immediately notify Buyer of any payment or offer of payment made to promote the export sale of any articles incorporating Product that Seller may sell to Buyer.

d. Certification Regarding Debarment, Suspension, proposed Debarment, and Other Responsibility Matters

(i) [1] By accepting this Order, the Seller certifies, to the best of its knowledge and belief, that—
(A). The Seller and/or any of its Principals—

- (1) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any U.S. Federal agency;
- (2) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (U.S. Federal, State, or local) contract or subcontract; violation of U.S. Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating U.S. Federal criminal tax laws, or receiving stolen property;
- (3) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (i)[1](A)(2) of this provision;
- (4) Have not, within a three-year period preceding this offer, been notified of any

NORDAM ASIA LIMITED PURCHASE ORDER TERMS AND CONDITIONS

delinquent U.S. Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

- i. U.S. Federal taxes are considered delinquent if both of the following criteria apply:

- A. *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

- B. *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

- ii. *Examples.*

- A. The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

- B. The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

- C. The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

- D. The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

- (B). The Seller has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any U.S. Federal agency.

- (ii) [2] "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (iii) The Seller shall provide immediate written notice to the Buyer if, at any time prior to contract award, the Seller learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

NORDAM ASIA LIMITED PURCHASE ORDER TERMS AND CONDITIONS

- (iv) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Seller's responsibility. Failure of the Seller to furnish a certification or provide such additional information as requested by the Buyer may render the Seller nonresponsible.
 - (v) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Seller is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - (vi) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the U.S. Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.
- e. Certification Of Nonsegregated Facilities
By accepting this Order, the Seller certifies that:
- (i) "Segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
 - (ii) By acceptance of the Order, the Seller certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Seller agrees that a breach of this certification is a violation of the Equal Opportunity clause applicable to the Order.
 - (iii) The Seller further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will –
 - (A). Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
 - (B). Retain the certifications in the files; and
 - (C). Forward the notice appearing in paragraph 2 below to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods).

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract or issuance of an order under which the subcontractor will be subject to the FAR 52.222-26 (Equal Opportunity). The certification may be submitted either for each subcontract or order or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

- f. Representation Concerning Previous Contracts subject to FAR 52.222-26 (Equal Opportunity) and Compliance Reports
By accepting this Order, the Seller represents that—
- (i) It has participated in a previous contract or subcontract subject to FAR 52.222-26 (Equal Opportunity) and has filed all required compliance reports; or
 - (ii) It has not participated in a previous contract or subcontract subject to the FAR 52.222-26 (Equal Opportunity), therefore no compliance reports have been required.

NORDAM ASIA LIMITED PURCHASE ORDER TERMS AND CONDITIONS

- (iii) Representations indicating submission of required compliance reports, signed by Seller's proposed subcontractors, will be obtained before subcontract awards.
- g. Representation Concerning Affirmative Action Compliance
By accepting this Order, the Seller represents that—
 - (i) It has developed and has on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
 - (ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.Seller agrees to develop and secure U.S. Government approval of an affirmative action program should such a program become required.
- h. Certification Concerning Compliance with Veterans' Employment Reporting Requirements
By acceptance of this Order, the Seller represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans), it has submitted the most recent VETS-100A Report required by that clause.
- i. Clean Air and Water Certification
By accepting this Order, the Seller certifies that –
 - (i) Any facility to be used in the performance of this Order is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities.
 - (ii) The Seller will immediately notify the Buyer, before acceptance of this Order, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Seller proposes to use for the performance of the Order is under consideration to be listed on the EPA List of Violating Facilities; and
 - (iii) The Seller will include a certification substantially the same as this certification, including this paragraph 3, in every non-exempt subcontract as defined in Federal Acquisition Regulation ("FAR") 23.104.
- j. Certification Concerning Secondary Arab Boycott of Israel
If the Seller is a foreign person, the Seller certifies, by acceptance of this Order, that it—
 - (i) Does not comply with the Secondary Arab Boycott of Israel; and
 - (ii) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.
- k. Representation Concerning the Fair Labor Standards Act
Seller represents that the Product has been or will be produced in full compliance with Sections 6, 7, 12, and 15 of the Fair Labor Standards Act of 1938 (29 U.S. Code 201-219), as amended, and of regulations and order of the United States Department of Labor under Section 14 thereof.
- l. Representation Concerning Use of Asbestos
Seller represents that it shall not provide any Product that contains asbestos and shall submit a certification to Buyer on demand that the Product contains no asbestos.
- m. Reporting on Environmental Compliance
If requested, Seller shall provide pertinent information and documentation to facilitate the reporting of Seller's, Buyer's and/or any Customer's and End Customer's compliance with environmental laws and/or regulations (each as amended from time to time), including but not limited to: (i) REACH; (ii) the European directive, EURATOM 96/29, laying down basic safety standards against the effects of ionising radiation and/or other similar principles, each as enacted into national legislation ("RA Laws and Regulations"); (iii) the European directive (2002/95/EC) concerning the restriction of hazardous

substances ("ROHS"), as enacted into national legislation; and (iv) the European regulation (EC) No. 1005/2009 concerning ozone depleting substances ("ODS").

36. **GOVERNING LAW:** The Parties agree that the terms and conditions of this Order and the interpretation thereof shall be first governed by the Uniform Commercial Code as enacted in the State of Delaware USA; for any issues not regulated by the Uniform Commercial Code as enacted in the State of Delaware USA, Taiwanese law shall apply and govern. The United Nations Convention on Contracts for the International Sale of Goods shall not be applicable to this Order.

37. **MISCELLANEOUS:**

- a. This Order constitutes the entire agreement between Buyer and Seller and supersedes all communications, oral or written, between Buyer and Seller in relation to the subject matter of this Order, including any prior existing teaming agreements. No agreement, modification, or understanding varying or extending the terms or conditions of this Order shall be binding, unless reduced to writing and properly executed by a corporate officer or authorized representative of NAL.
- b. The section headings and subheadings set forth in this Order are for the convenience only; in no way define, limit, or describe the scope or intent of this Order and are to be given no legal effect.
- c. Notices: All notices and requests required or authorized under this Order shall be in writing and shall be sent by overnight delivery service, or by personal delivery, with all postage and other applicable charges prepaid. The date upon which such notice or request is actually received by the addressee shall be deemed to be the effective date of such notice or request, irrespective of the date appearing on such notice or request. Notices to Seller shall be sent to Seller's facility address set forth on the front of the Order. Notices to NAL shall be sent to Attention: Supply Chain, No. 8, Hangqin South Road, Dayuan District, Taoyuan City, 337041, Taiwan (R.O.C.). Either Party may change its notice address by giving written notice in accordance with this Section.
- d. Seller shall keep records of all services that it renders under this Order (including, without limitation, records of telephone communications and correspondence, copies of documents obtained regarding this Order and records of all expenditures reimbursed by NAL). Such records shall be open to inspection, during business hours, by NAL or its duly authorized consultants throughout the term of this Agreement and for a period of six (6) years following the termination or expiration hereof. In addition, NAL and NAL's Customers and End Customers at any tier shall have the right at any time, during business hours, to audit the activities and the books, records, documents, and other evidence of Seller and Seller's subcontractors and sub-tier suppliers or any other person acting on their behalf, concerning the Product and compliance with this Order and Applicable Law. Seller shall, and shall cause its employees, associates, agents, subcontractors or any other person acting on its behalf, to fully cooperate in any such audit. Seller shall incorporate the substance of this Section 37.d. in its subcontracts.

38. **ORDER OF PRECEDENCE:** The following order of precedence shall govern in the event of a conflict or inconsistency between the terms and conditions inserted on the face of this Order, these NAL Purchase Order Terms and Conditions, and Statement of Work (if any) incorporated by reference on the front of this Order:
- a. Section 14 (Proprietary Information and Intellectual Property) of these NAL Purchase Order Terms and Conditions;
 - b. Any terms and conditions inserted on the face of this Order;
 - c. All other terms and conditions of these NAL Purchase Order Terms and Conditions; and
 - d. Statement of Work (if any) incorporated by reference on the front of this Order.