

RAM-LIN PURCHASE ORDER STANDARD TERMS AND CONDITIONS

TIME IS OF THE ESSENCE WITH REPECT TO THE PERFORMANCE OF EACH OF THE TERMS AND CONDITIONS SET FORTH HEREIN.

1. DEFINITIONS. As used in this Purchase Order, the below terms shall have the following meanings: (a) "Ram-Lin" herein defined as "Contractor" means the legal entity purchasing the supplies/services; (b) Vendor includes any "Subcontractor," "Seller," "Supplier," or other legal entity that has entered into this agreement with Contractor, (c) "Contract," "Subcontract," "Purchase Order," "Agreement," and "Order" (whether capitalized or not) are used interchangeably and refer to the contract between the parties, including these terms and conditions.

2. ACCEPTANCE OF PURCHASE ORDER. The Purchase Order, to which these Standard Terms and Conditions are attached, becomes a binding contract on the terms set forth herein when it is accepted by Vendor either by signing the Purchase Order or by part performance of the contract. No condition stated by Vendor in accepting or acknowledging this Purchase Order shall be binding upon Contractor if it is in conflict with, is inconsistent with, or is in addition to the Terms and Conditions contained herein unless expressly accepted in writing by Contractor.

3. APPLICABLE LAW. This Purchase Order shall be governed by and construed in accordance with the laws of the State of Florida.

4. COMPLIANCE WITH LAWS. Vendor shall comply with all applicable federal, state, and local laws, rules, regulations and orders. Vendor agrees to indemnify and hold Contractor harmless against any loss or liability due to Vendor's violation or non-compliance with such regulations.

5. SUBCONTRACT. Vendor shall not subcontract the complete or any substantial portion of the contract without the prior written consent of Contractor. This shall not apply to standard commercial items or raw materials.

6. WARRANTY. Vendor represents and warrants (1) that all goods delivered pursuant hereto will be new, unless otherwise specified, and free

from defects in material and workmanship; (2) that all goods will conform to applicable specifications, drawings, and standards of quality and performance, and that all items will be free from defects in design suitable for their intended purpose; and (3) that all services performed pursuant hereto will be performed in accordance with the specifications and instructions of Contractor, provided nevertheless that Vendor shall retain discretion and control with respect to the manner and means of performing such services and shall at all times remain an independent contractor. All the representations and warranties of Vendor together with its service warranties and guarantees, if any, shall survive any delivery, inspection, acceptance or payment by Contractor.

7. INDEMNITY. Vendor agrees to indemnify and hold Contractor harmless from all claims, liability loss, damage, and expense including special, consequential and incidental damages incurred or sustained by Contractor by reason of any breach of any warranty with respect to the goods or services which are purchased in accordance with this Purchase Order.

8. WORK ON CONTRACTOR'S OR CONTRACTOR'S CUSTOMER'S PREMISES. If this order requires Vendor to perform work on Contractor's or Contractor's customer's premises, Vendor shall take all necessary precautions to prevent any injury to persons or damage to property during the progress of such work. Except to the extent that any injury to persons or damage to property is due solely and directly to Contractor's or its customer's fault or negligence, Vendor agrees to indemnify Contractor and its customer against all loss or liability resulting from any act or omission of Vendor, its employees, agents, or subcontractors.

9. TAXES. The price of the supplies/services procured hereunder includes all applicable federal, state, and local taxes and duties unless otherwise stated in the Purchase Order.

10. PACKAGING AND PACKING. Vendor shall be responsible for properly packing and packaging all items in suitable containers for protection during shipment in accordance with

transportation regulations and good commercial practice at no additional charge unless specified on the Purchase Order.

11. TITLE AND RISK OF LOSS. The F.O.B. point shall be the delivery destination indicated in the Purchase Order, and title to the supplies, risk of loss or damage shall pass to Contractor upon Contractor's acceptance of the supplies regardless of where Contractor takes physical possession.

12. INSPECTION AND TEST. All goods supplied and services performed pursuant to this Purchase Order shall be subject to inspection and test by Contractor and its agents. At all reasonable times, including the period of manufacture, Contractor and its customers may inspect and/or test the items to be furnished hereunder at the places where the work is being performed, including those of the Vendor's suppliers, and Seller shall provide, without additional charge, reasonable facilities and assistance for safe and convenient inspection and test. All such inspections and tests shall be conducted in such a manner as not to unduly delay the work. No inspection, test, delay, or failure to inspect or test, or delay or failure to discover any defect or other non-compliance, shall relieve Vendor of any of its obligations under this order or impair any rights or remedies of Contractor or its customer(s). Contractor may inspect 100% or a sample of all items or any lot of items at Contractor's option, and Contractor shall have the right to reject all or any portion of the items or lot of items if any such inspection reveals them to be, in Contractor's sole opinion, defective or nonconforming. Seller shall provide and maintain a test and inspection system acceptable to the Contractor and its customers, if required. The Seller is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this order conform to order requirements, including any applicable technical requirements for specified manufacturers' parts. Records of all inspection work by Seller shall be kept complete and available to Contractor and its customers during the performance hereof and for four (4) years after final payment by Contractor or for such longer period as may be specified elsewhere herein. As used herein, the Contractor's customers shall include the Government, if the

items are intended for Government use in which event Seller shall also comply with the requirements of Part 46 of the Federal Acquisition Regulation ("FAR"), unless otherwise directed by Contractor. If Government source inspection is to be provided, then Seller shall comply with the provisions of Paragraph (i) of FAR Section 52.246-2. Seller agrees to insert the substance of this clause, including this sentence, in every purchase order or subcontract issued under this order.

If a defect exists and if Vendor is unable or refuses to replace the goods or render the service again promptly, Contractor may replace such goods or obtain such services and charge Vendor, or deduct from amounts owed by Contractor to Vendor, the costs, expenses and losses including incidental and consequential damages incurred which are in excess of Vendor's price for such goods or services. After notification to Vendor that goods are defective, all risk of loss with respect to such goods shall be that of Vendor and Vendor shall pay all packing and shipping charges in connection with defective goods returned by Contractor. Contractor's approval of a design furnished by Vendor shall not relieve Vendor of its obligations herein. All rights and remedies of the Contractor herein shall be in addition to any other remedies provided by law.

13. DELIVERY. Vendor agrees that time is of the essence in the performance of this Purchase Order. It is Vendor's responsibility to furnish the quantity of supplies/services called for in this Purchase Order. No variation in the quantity specified herein will be accepted as compliance with this order. Contractor reserves the right to return excess shipments at Vendor's expense. Vendor agrees to advise Contractor, as soon as possible, of any delays in meeting the order delivery schedule and the reasons therefore. If a delay is due to causes beyond Vendor's and, when applicable, its subcontractor's control, and without fault or negligence of either of them, Contractor may, at its sole discretion, either adjust the delivery schedule or terminate the order for convenience. If the delay is due to Vendor's, or its subcontractor's failure and the failure is not cured within ten (10) days after Vendor's receipt of Contractor's notice thereof, Contractor may, at its sole discretion, either accept a revised delivery schedule and an

equitable reduction in the order price or terminate the order for default. Acceptance of late deliveries shall not constitute a waiver thereof by Contractor

14. INVOICES. An itemized invoice shall be submitted in triplicate to the address shown on the face of the Purchase Order to the attention of the Accounts Payable Dept. The invoice should contain the Purchase Order number, description of supplies/services furnished, quantity, unit prices, and total price. Approval and payment of invoices may be delayed pending correction of any errors or omissions.

15. PATENTS, COPYRIGHT, AND TRADEMARK INDEMNITY. Vendor shall at its expense indemnify and defend Contractor and Contractor's successor in interest to the goods (collectively called "Contractor") against any claim, suit or proceeding (collectively called "suit") brought against Contractor which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this order, or Contractor's use (including resale) thereof, constitutes an infringement of any patent, trademark, or copyright in the United States, if Vendor is given reasonable notice of such suit; and Vendor shall pay all damages and costs awarded against and reasonable expenses incurred by Contractor in connection with such suit. In case the goods or services or use thereof is in such suit held to constitute infringement and the use thereof is enjoined, Vendor shall at its expense and at its option either procure for Contractor the right to continue the use of such goods or services; or in a manner acceptable to Contractor make replacement or modification to avoid infringement. The foregoing indemnity shall not apply, and Contractor shall indemnify and defend Vendor if given notice and in the same manner and extent as provided above where such goods or services are allegedly infringing as a result of Vendor's compliance with specified written instructions by Contractor directing use by Vendor of a feature not customarily used by Vendor.

16. CHANGES. No adjustment, change or any modification of the terms of this Purchase Order will be allowed, valid or binding, unless authorized by Contractor by means of a written

revision or amendment specifically identifying the specific Purchase Order.

17. DISPUTES. Any dispute arising under this order that is not settled by agreement between the parties may be settled by appropriate legal proceeding brought within the courts of Brevard County, Florida or the U.S. District Court for the Middle District of Florida. Pending final resolution, Vendor shall proceed, in all good faith, with the performance of this Purchase Order in accordance with Contractor's instructions.

18. TERMINATION FOR DEFAULT. Contractor may, without liability, and in addition to any other rights or remedies provided herein or by law, terminate this Purchase Order in whole or in part by written notice of default if Vendor: (a) fails to deliver the supplies or perform the services within the time specified; (b) fails to make sufficient progress with the work, thereby endangering completion of performance within the time specified; or (c) fails to comply with any of the other instructions, terms, or conditions. Contractor's right to terminate for default may be exercised if Vendor does not cure the failure within ten (10) days after receiving Contractor's notice of such failure. If Contractor terminates this order in whole or in part, Contractor may purchase similar supplies or services from others and Vendor shall be liable for any additional costs above the original price for the terminated supplies/services. In the event of a partial termination, Vendor shall continue the work not terminated. Vendor shall not be liable for any additional costs if failure to perform arises from causes beyond Vendor's or Vendor's subcontractor's control and without fault of negligence of either of them; provided, however, that the supplies/services to be furnished by Vendor's subcontractor (at any tier) were not obtainable from others in time for the Vendor to meet the order delivery requirements. Contractor shall pay Vendor the order price for any completed supplies/services delivered and accepted.

19. VENDOR CONTACTS WITH CONTRACTOR'S CUSTOMER. If Vendor is a subcontractor to Contractor under a Contractor prime contract, Contractor shall be responsible for all liaison and communications with Contractor's customer for the term of this Purchase Order. Vendor shall not communicate with Contractor's

customer regarding this Purchase Order unless authorized to do so by Contractor

20. CONTRACTOR'S PROPERTY AND INFORMATION. Any property, data, designs, plans or information furnished to Vendor for performance of the work shall remain the property of Contractor and shall be considered private and proprietary Contractor information, and shall not be given to others not having a need-to-know or used by Vendor for its own purposes. Upon order completion, all Contractor furnished property shall be returned to the Contractor in the same condition as received, allowing for reasonable wear and tear, except to the extent that the property has been incorporated into supplies delivered or consumed in the performance of the work.

21. UNAUTHORIZED CHANGES TO SUPPLIES/SERVICES. Vendor shall make no changes affecting form, fit, or function of the supplies without Contractor's prior written approval. Any approvals by Contractor shall not relieve Vendor of responsibility for any errors or deficiencies that may exist, or for performing the work and furnishing the supplies/services in strict accordance with the Purchase Order requirements.

22. USE OF DATA. Vendor shall not deliver or furnish any data, designs, plans or information furnished by Contractor or obtained through performance of this agreement, subject to limited use of reproduction unless and until an agreement to hold in confidence or restrict distribution is accepted in writing by an authorized representative of Contractor. Vendor shall not use or disclose any data, designs, or other information belonging to or supplied by or on behalf of Contractor, except as required in the performance of this Purchase Order. Upon completion of this Purchase Order, all data furnished by Contractor shall be returned to Contractor

23. INSURANCE. Vendor shall provide a certificate of insurance upon request.

24. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE RESPONSIBLE OR HELD LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, WHICH SHALL INCLUDE WITHOUT LIMITATION, LOSS OF PROFITS, PRODUCT OR SERVICE. THE FOREGOING

LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING THE FAULT, NEGLIGENCE OR OTHER THEORY OF LIABILITY WHICH MAY BE ASSERTED AGAINST THE PARTY WHOSE LIABILITY HAS BEEN LIMITED.

25. WAIVER OF RIGHTS. Failure of either party to insist on performance of any provision of this Purchase Order shall not be construed as a waiver of that provision or a waiver of Contractor's or Vendor's right to require compliance with such provision in any later instance.

26. SEVERABILITY. If any provision of this Purchase Order is found to be illegal or unenforceable under law, that provision shall be deleted; however, all other provisions of this order shall not be affected thereby, and shall remain in full force and effect.

27. ORDER OF PRECEDENCE. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: typed or written provisions on the face of this Purchase Order or continuation pages thereof; any attachments to these Terms and Conditions; these Standard Terms & Conditions; statements of work, specifications, and drawings.

28. ENTIRE AGREEMENT. The Purchase Order and the Terms and Conditions constitute the entire agreement between Contractor and Vendor regarding this procurement and supersede all previous written or oral agreements and commitments. No terms or conditions of sale set forth in Vendor's quotation or acknowledgement shall be included as part hereof, nor shall any prior course of dealing, custom, or usage in the trade supersede or modify any Purchase Order provisions or these Standard Terms and Conditions. Any subsequent additions, deletions or modifications to this agreement shall not be binding upon the parties unless same are mutually agreed upon and incorporated herein in writing.

29. GOVERNMENT CONTRACT. If this Order is placed under a U.S. Government contract, additional Terms and Conditions from the Federal Acquisition Regulation or agency supplements will be attached as listed below:

- o Federal Acquisition Regulation
- o DoD FAR Supplement

- o FAR Commercial Item Terms and Conditions
- o Other

30. DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM. All defense priorities and allocation system (DPAS) purchase orders with a total value equal to or greater than \$50,000 require written acknowledgement from the Vendor. If this is a DPAS Rated Purchase Order the US Government's Contract Number and the assigned DPAS rating will follow the purchase order line item(s). Rated items require the Vendor to follow all of the provisions of the DPAS Regulation (15 CFR Part 700).

31. CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DISBARMENT. Through acceptance of this purchase order the Vendor certifies that it is not presently, nor has it within the last three (3) years, been debarred, suspended, proposed for debarment, nor declared ineligible for award of contracts by any U.S. Government Agency. If Vendor cannot so certify, the Contractor's purchasing representative is to be notified immediately. Additionally, Vendor is to require its subcontractors which receive Purchase Orders equal to or greater than \$25,000 to certify their debarred or suspended status. See FAR 52.209-6.

32. FIRST ARTICLE INSPECTION. A 100% dimensional "First Article" inspection report, test report, (If required) and certification of compliance, must accompany each first time shipment of any Metal Fabrication, Machined or Cast part, assembly or sub-assembly built to Contractor's specifications or Vendor's specifications (whichever are relevant on Purchase Order), unless otherwise instructed by the inspection codes listed on Purchase Order. Such Reports and certifications must have the signature of the person verifying the compliance to all of the associated part requirements and performance.

33. ARTICLE OR FOREIGN ORIGIN MARKING. Every article of foreign origin shall be marked in a conspicuous place in a legible manner, indelibly and permanently, as the nature of the article will permit, in such manner as to indicate to the ultimate purchaser in the United States, the English name of the country or origin of the article.

34. NONCONFORMING MATERIAL. In the event that nonconforming material is received by Contractor, a corrective action report (CAR) may be issued in conjunction with any nonconforming goods. Such CAR must be returned to Contractor by the Vendor within 30 days of issue, or Contractor may withhold payments for the associated purchase order(s) until such CAR is received.

If, at anytime during the performance of, or after shipment(s) are made against the Purchase Order, Vendor determines that nonconforming goods were sent to Contractor, Vendor shall immediately notify CONTRACTOR of such nonconforming goods shipment(s). Vendor shall provide the following information as part of the notification: CONTRACTOR Purchase Order Number; CONTRACTOR Part Number; Vendor's Part Number; Quantity Shipped; Date(s) of Shipment(s); Serial Number(s), if available; The Identified Nonconformance, and the CAR that will correct the Nonconformance and prevent future shipments of nonconforming goods. After submittal of the above required information, Vendor may apply for a specification waiver from CONTRACTOR requesting CONTRACTOR to accept the Nonconforming goods.

35. TERMINATION FOR CONVENIENCE [FAR 52.212-4 (1)]. Contractor reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, Vendor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Vendor shall be paid a percentage of the contract price reflecting the percentage of the work performed before the notice of termination, plus reasonable charges the Vendor can demonstrate to the satisfaction of the Contractor using its standard record keeping system, having resulted from the termination. The Vendor shall not be required to comply with cost accounting standards or contract cost principles for this purpose. This paragraph does not give Contractor the right to audit the Vendor's records. The Vendor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

This clause will be implemented only in the event Contractor is terminated, for any reason, under the terms of the prime contract.

36. STOP WORK ORDER (FAR 52.242-15).
Contractor reserves the right to direct Vendor to stop work in accordance with the provisions of this clause. This may be exercised at the sole Discretion of Contractor Rights of the Vendor shall be as specified in the regulation.

Acceptance: This Purchase Order expressly limits acceptance to the terms and conditions herein. If any conflicts arise between Contractor's/Vendors specifications, Contractor's specifications shall prevail. Contractor objects to any additional or different Vendor proposed terms and any such terms are expressly rejected. This Purchase Order is subject to CONTRACTOR Purchase Order Standard Terms and Conditions attached to and made a part of this Purchase Order.