



# Terms & Conditions

1. As used in these Terms & Conditions (these “Terms”), “Purchaser” means Harlow Aerostructures LLC, “Seller” means the person indicated in the Order, “Order” means the Purchase Order to which these Terms are attached or incorporated by reference. Other terms not otherwise defined in these Terms will have the meaning given in the Order.
2. Seller, by acceptance of the Order, accepts all of these Terms. Seller accepts the Order either by execution and return of the signed acknowledgement copy or automatically if Seller fails to reject the Order within ten (10) business days after issuance of the Order. Any conflicting or additional term, condition, or reservation contained in Seller’s acknowledgement, invoice or other form or document will be of no effect, and Purchaser hereby objects to any such conflicting or additional terms, conditions, or reservations and notifies Seller that they are rejected, notwithstanding Purchaser’s act of accepting or paying for any shipment or otherwise performing any obligations. The Order and these Terms are the sole agreement of the parties with regard to its subject matter. Except as expressly provided in these Terms, any modifications, alterations of, or additions to the Order or these Terms must be in writing, signed by an authorized representative of the Purchaser and delivered by the Purchaser to the Seller.
3. Subject to the terms and conditions of these Terms, Purchaser will pay the price for the goods specified in the Order. If price is not stipulated on the Order, the price for the goods will not exceed the price last previously quoted or charged. Payment terms are stated in the Order, or if not stated in the Order, payment terms are Net Forty-Five (45) days, but in all cases after the later of delivery of goods or receipt of invoices. Purchaser’s maximum liability for any breach or termination of the Order will be the lesser of (a) the total price stated hereunder of the goods that are the subject of the breach or termination; or (b) the amount actually paid by Seller for raw materials and labor for the goods subject to the breach or termination not yet finished. Purchaser will not be liable for indirect, special, consequential, incidental, or punitive damages or lost profits or cost of cover.
4. Seller represents that any price or prices specified in the Order do not exceed Seller’s current selling prices for the same or substantially similar goods to any other purchaser. Unless otherwise stipulated, the price for the goods represents the total cost to the Purchaser as at the point of delivery specified herein, including all sales taxes, excise taxes and custom duties and other government and municipal taxes, levies, and charges of every description, including charges for packing, crating, boxing, storage, and shipping.
5. All goods shall be shipped F.O.B. the location stated on the Order. Shipping charges must be prepaid in all cases. No insurance premium or shipping costs will be allowed unless authorized by Purchaser in writing at its discretion. Goods must be packed and delivered to conform with Uniform Freight Classifications to obtain lowest shipping rate. Packing slips must be enclosed with all shipments showing order number, line number, release number, if any, and quantity. Charges accrued though Seller’s failure to ship in accordance with Purchaser’s shipping instruction will be charged to Seller’s account.



6. Time is of the essence in the Order and these Terms. The good(s) must be delivered strictly in accordance with the quantities, specifications, and delivery schedule specified in the Order. Otherwise, in addition to its other legal remedies, Purchaser may cancel the Order, in whole or in part. Purchaser assumes no obligation for good(s) shipped in excess of the quantities specified in the Order or any goods received by Purchaser more than ten (10) days in advance of the specified delivery date.

(a) Invoices must be mailed within five (5) business days of shipment.

(b) All blueprints and required engineering are to be returned with shipment. Any delay in returning this engineering data can result in delayed payment.

(c) All goods will conform to the Quality terms specified in the Order. All goods are required to ship with a Certificate of Compliance (COC) and/or a First Article Inspection Report (FAI). A COC with actual results of physical and chemical test reports must accompany each shipment where supplier furnishes the raw material. Material must be identified by heat lot and/or heat treat load (if applicable). Test reports must be traceable to the material lots supplied. Any delay in providing these reports can result in delayed payment.

7. Goods are subject to inspection by Purchaser for conformity to the Order and these Terms, and Purchaser shall be the final judge of the goods. Purchaser will notify Seller within thirty (30) days of delivery whether a particular shipment is accepted or rejected. No payment will be made to Seller with respect to any goods which are rejected on such inspection. Purchaser reserves the right to retain any portion of any shipment not strictly in accordance with specifications and in such case will pay to Seller a reasonable price therefor, but such retention shall not preclude Purchaser from rejecting the remainder of any or other shipments. Rejected goods will be held for Seller's instructions and at Seller's risk and expense. If instructions are not received within fifteen (15) days after notice of rejection, goods will be returned at Seller's expense. No good(s) returned as defective shall be replaced without Purchaser's written permission. Where re-work is required to meet specification requirements, such re-work shall be arranged for by Seller at no cost to Purchaser. Payment for goods shall not constitute acceptance thereof by Purchaser, nor shall Purchaser's inspection or omission to inspect relieve Seller of its obligation to furnish all good(s) in strict accordance with all terms and provisions of the Order and these Terms.

8. Seller expressly warrants that Purchaser will receive good and marketable title to all goods covered by the Order, and such goods will be fit and sufficient for the purpose intended; merchantable; of good design, material, and workmanship; free from defects; and will conform to applicable specifications, drawings, samples, and descriptions.

9. Seller agrees to indemnify and save harmless Purchaser, its successors and assigns, against all damages, expense, claims, demands, actions, suits, and proceedings, including without limitation, for attorneys' fees, for (a) actual or alleged infringement of any patent, copyright or trademark by reason of the sale, use, or incorporation into manufactured products, of the goods furnished hereunder; and (b) Seller's failure to perform in accordance with the requirements of the Order and these Terms, including, but not limited to, late delivery fees, restocking fees, and



all damages (unliquidated, liquidated, indirect, incidental or consequential) in any way charged to Seller by third parties.

10. The Order shall not be assigned by Seller in whole or in part. A change of control of Seller constitutes an assignment. Subcontracting of the Order is only allowed by written consent of Purchaser.

11. Except as stated in these Terms, the remedies herein shall be cumulative and additional to any other further remedies provided in law or equity. No waiver of breach of any provision of this contract shall constitute a waiver of any other breach, or of such provision.

12. The Seller shall not, without first obtaining the written consent of Purchaser, in any manner advertise or publish the fact that Seller has contracted to furnish to Purchaser the goods under the Order. If Seller breaches this section, Purchaser shall have the right to cancel the Order, without liability, except for conforming deliveries previously made.

13. Purchaser may, from time to time, terminate all or part of any Order issued hereunder, by written notice to Seller. Any such written notice of termination shall specify the effective date and extent of any such termination. Purchaser may terminate the Order without liability, except for deliveries already received, (a) if Seller breaches any obligation of the Order or these terms and fails to cure the breach within ten (10) days after notice from Purchaser; (b) if Seller ceases to conduct its operation in the normal course of business (including inability to meet its obligations as they mature), or if any proceeding under any bankruptcy or insolvency laws is brought by or against Seller, or a receiver for Seller is appointed or applies for, or an assignment for the benefit of creditors is made by Seller; or (c) for any reason otherwise specified in these Terms. The obligations of Sections 6(b), 8, 9, 14, and 16 will survive the expiration or termination of the Order.

14. Seller shall keep confidential the Order and all information, drawings, specifications or data furnished by Purchaser, or prepared by Seller specifically in connection with the performance of the Order, and shall not divulge or use such information, drawings, specifications or data to or for the benefit of any other party. If Seller is required by applicable law to disclose any of the foregoing, Seller will notify Purchaser in advance of any such disclosure and cooperate with Purchaser to quash or condition any such disclosure. Seller agrees that if the goods covered by the Order are to be manufactured to design or technical data furnished by Purchaser, the Seller shall not, without the prior written consent of Purchaser, manufacture any such goods except for and upon order of the Purchaser.

15. The obligations of Seller contained herein shall survive acceptance of the goods and payment therefore by Purchaser. No failure of Purchaser to insist on strict performance of the Order or these Terms or to exercise any rights or remedies will not constitute a continuing or ongoing waiver. No inference will be given to the fact that one party had a greater hand in drafting the Order or these Terms.

16. The Order and these Terms shall be governed in all respects by laws of the State of Kansas without regard to the rules governing conflicts of law. Any dispute arising out of or



related to the Order and these Terms will be heard exclusively in a court sitting in Wichita, Kansas, which courts will have exclusive jurisdiction over any such dispute.

17. Seller, in the performance of this Contract, shall comply with all applicable local, state, and federal laws, orders, rules, regulations, and ordinances. Seller shall procure all licenses/permits, pay all fees, and other required charges and shall comply with all applicable guidelines and directives of any local, state and/or federal governmental authority.