

ADDMAN ENGINEERING LLC TERMS AND CONDITIONS
FOR SALE OF GOODS OR SERVICES TO BUYER

1. **Order of Precedence:** These Terms and Conditions of Sale apply to the relevant contracting division of ADDMAN Engineering LLC "ADDMAN") for the sale of Goods or Services, to Buyer ("Buyer"), and shall, upon execution by Buyer, constitute the full and complete Agreement for the sale of Goods, by ADDMAN to Buyer, subject only to the quantity, price, payment, delivery destination and delivery schedule contained in the applicable Buyer purchase order (collectively, the "Agreement").

2. **Integration, Modification and Waiver:** This Agreement is fully integrated and contains the entire understanding of the parties as to its scope. This Agreement entirely supersedes any prior agreement, representation, warranty or understanding, whether oral or written between the parties. This Agreement may not be modified, except by written agreement executed by the parties, including without limitation any proposed unilateral change by Buyer to the quantity or delivery schedule. No part of this Agreement may be waived except by written agreement executed by the parties; further, any written waiver of any part of this Agreement shall not be construed as a waiver of the whole of the Agreement.

3. **Design and Specifications:** The Goods or Services will be provided in accordance with the specification per the statement of work. Goods will be new when delivered.

4. **Airworthiness Conformance:** As applicable, the configuration quoted herein is different from any existing configuration in use by the United States Armed Forces and has not been substantiated by an airworthiness authority. No costs have been included to support airworthiness release.

5. **Shipping Terms:** The parts shall be shipped "Ex Works" (ExW) at Seller's facility, per the ICC 2010 INCOTERMS. For the avoidance of doubt, ADDMAN will make the goods available at its facility and Seller incurs the risks and costs of transporting the goods to its facility.

6. **Payment Terms:** Payment shall be net 30 days after invoice, after which shall bear interest as of the day after the date such payment was due and payable and shall continue to accrue such interest until such payment is made. Delinquent payable shall accrue interest at a rate equal to the lesser of either (a) two percent (2%)

above the prime rate per the Federal Reserve Bank of New York, as of the date such payment was due and payable, or (b) the maximum rate permitted by applicable state law. In addition, Seller may stop work or terminate the contract for default due to delinquent payable amounts, per Section 22.

7. **Acceptance:** Unless Buyer rejects the Good within five (5) days after arrival at the Buyer facility by notice in writing to ADDMAN, the Good will be deemed accepted by Buyer. Any written rejection shall state with specificity the grounds for the rejection.

8. **Limited Warranty:** ADDMAN warrants that for a period of 6 months from the date of delivery or performance, the Good(s) or Service(s) shall be free from defects in manufacture or performance, respectively. The foregoing limited warranty shall not apply if the Good(s) or Service(s) has been altered, modified, damaged or misused in any way after acceptance. Subject to the foregoing, ADDMAN EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A SPECIFIC USE OR PURPOSE.

9. **Limited Warranty Sole Remedy:** For any defect in manufacture found by Buyer for which the limited warranty applies, Buyer shall advise ADDMAN in writing of a warranty claim within 30 days from delivery. The parts shall then be returned by Buyer to ADDMAN, at Buyer's sole risk and expense, to verify the claim. Upon receipt of the parts and verification of the claim by ADDMAN, ADDMAN will reimburse Buyer reasonable shipping fees, and ADDMAN may, at its option (i) repair (ii) replace or (iii) refund the purchase price of the parts.

10. **Intellectual Property, Tools and Equipment:** All intellectual property associated with the design and manufacture of the Good shall remain the exclusive property of ADDMAN including without limitation, drawings and drawing change authority. Buyer shall not attempt to copy, replicate, or reverse engineer the parts. Buyer shall obtain no rights to the tools and equipment used to design or manufacture these parts.

11. **Compliance with Law:** The provisions of this Agreement shall be interpreted in accordance with the laws of the State of Florida without regard to its conflicts of law provisions. The provisions of the 1980

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United Nations Convention for the International Sale of Goods shall not apply.

The parties shall comply in all respects with the International Traffic in Arms Regulations (ITAR, 22 C.F.R. §§120-130), the Export Administration Regulations (EAR, 15 C.F.R. §§730-774), laws concerning the disclosure of classified information, and other laws and regulations restricting disclosure. Accordingly, the parties agree to abide by all such applicable laws and regulations governing the transfer, export, or re-export of technical data, including all amendments thereto. Technical data that is controlled by the ITAR, EAR, or other applicable export restrictions shall not be released to foreign nationals, including foreign national employees of U.S. companies, foreign companies, or other entities without first obtaining the appropriate export license or other approval from the U.S. Government.

The Parties shall: (i) comply with the requirement of the Foreign Corrupt Practices Act, as amended, (FCPA) (15 U.S.C. §§78dd-1, *et. seq.*), regardless of whether the parties are within the jurisdiction of the United States; (ii) neither directly nor indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value to a non-U.S. public official or any person in violation of the FCPA and/or in violation of any applicable country laws relating to anti-corruption or anti-bribery; and, (iii) the parties hereby agree not to interact with any government official, political party or public international organization on behalf of the other party without the prior written permission of the other party.

12. Waiver of Consequential Damages: IN NO EVENT SHALL ADDMAN BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, MULTIPLE OR PUNITIVE DAMAGES, OR ANY DAMAGE DEEMED TO BE OF AN INDIRECT OR CONSEQUENTIAL NATURE ARISING OUT OF OR RELATED TO ITS PERFORMANCE UNDER THE AGREEMENT, WHETHER BASED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE AND WHETHER GROUNDED IN TORT, CONTRACT, CIVIL LAW OR OTHER THEORIES OF LIABILITY, INCLUDING STRICT LIABILITY. TO THE EXTENT THAT THIS LIMITATION OF LIABILITY CONFLICTS WITH ANY OTHER PROVISION(S) OF THIS AGREEMENT, SAID PROVISION(S) SHALL BE REGARDED AS

AMENDED TO WHATEVER EXTENT REQUIRED TO MAKE SURE PROVISION(S) CONSISTENT WITH THIS PROVISION.

12. Limitation on Damages: ADDMAN's total liability to Buyer in respect of all losses not excluded by Section 11, arising under or in connection with the terms and conditions of this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the price of the Goods o r S e r v i c e s set forth in the applicable Buyer purchase order.

14. Assumption of Risk: Buyer acknowledges that the Good(s) and Service(s) are manufactured o r p e r f o r m e d to the specific drawings identified in paragraph 3. Further, Buyer acknowledges that neither this design nor the Good(s) or Service(s) have a Federal Aviation Administration air worthiness certificate and it is unknown whether or not a Department of Defense Airworthiness Release exists. Buyer expressly assumes the risk of the foregoing.

15. Indemnity: Buyer shall indemnify, defend and hold harmless ADDMAN, its past, current and future parents, affiliates, subsidiaries, limited liability companies, joint ventures, partnerships and partners (the "ADDMAN Indemnified Parties") from all claims, demands and causes of action of whatsoever nature by any third party whatsoever, whether for personal injury, illness, death, property loss or damage, including without limitation environmental damage, arising from or relating to the Goods or Services, including without limitation their design, specifications, manufacture, marketing, labelling, or use, (the "Claims"), whether now or in the future, and regardless whether caused, in whole or part, by the sole or concurrent negligence, breach of warranty, breach of contract, or breach of any strict liability or strict Goods liability doctrines, or any other law, rule or regulation, whether now existing or whether existing in the future, by one of more of the ADDMAN Indemnified Parties. The ADDMAN Indemnified Parties shall have the right to participate in their defense and to approve any settlement or appeal.

16. Force Majeure: Neither party will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control, including, but not limited to, acts of God, employee strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of

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like character. ADDMAN will use commercially reasonable efforts to mitigate the impact of any such event or occurrence on Buyer. Notwithstanding anything in the foregoing paragraph to the contrary, under no circumstances shall force majeure event(s) be grounds for Buyer to be relieved of its payment duties under this Agreement.

17. **No Third Party Beneficiaries:** Except with respect to the parties hereto, including the ADDMAN Indemnified Parties, there shall be no third party beneficiaries to this Agreement.

18. **Non-Waiver of Breaches:** Failure of any party to declare any breach by any other party immediately upon occurrence thereof, or delay by any party in taking any action in connection therewith, will not waive such breach; rather, a party will have the right to declare any breach at any time and take such action as might be lawful or authorized, either at law or in equity.

19. **Publicity:** All materials utilizing the name or trademarks of a party in advertising, marketing and sales promotion materials must be submitted to that party for prior written approval before using same.

Neither party shall issue or release any announcement, statement, press release or other publicity or marketing material relating to this Agreement without the prior written consent of the other.

20. **Dispute Resolution:** To the extent any dispute cannot be otherwise amicably resolved, the parties stipulate to the exclusive venue and jurisdiction of the state and federal courts of Fort Meyers, Florida. THE PARTIES HERETO WAIVE THE RIGHT TO TRIAL BY JURY. Each party shall bear the costs of its expenses of litigation, including without limitation attorneys' and expert witness' fees and expenses.

Notwithstanding the foregoing, either party may file suit for injunctive relief in any court of competent jurisdiction, for the breach of Section 10 of this Agreement or the breach of any Proprietary Information Agreement related to this Agreement. Such breaches are stipulated by the parties to cause irreparable harm not compensable by damages. Either party may file suit for injunctive relief without the necessity of filing bond.

21. **Termination for Default:** In the event that either party commits a material breach of its obligations under this Agreement and fails to cure that breach within fifteen (15) days after receiving written notice thereof, the other party may terminate this Agreement immediately upon written notice to the party in breach. If the alleged breach involves nonpayment of any amounts due ADDMAN under this Agreement, Buyer shall have only one opportunity to cure a material breach for which it receives notice as described above; any subsequent material breach by Buyer will entitle ADDMAN to terminate this Agreement immediately upon written notice to Company, without the fifteen-day cure period.

22. **Severability:** To the extent that one or parts of this Agreement shall be deemed unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be enforced to the maximum extent possible.

23. **Survivability:** In the event of the termination of this Agreement, all terms which by their nature are reasonably interpreted to survive shall survive.

24. **Assignment:** Neither party shall be able to assign this Agreement to any third-party without the consent of the other party, which consent shall not be unreasonably withheld.