

Supplier Terms and Conditions

The purchase order, together with these terms and conditions, F-840-009 Capy Machine Shop Supplier Quality Control Clauses, and any attachments and exhibits, specifications, drawings, notes, instructions and other information, whether physically attached or incorporated by reference (collectively the "Purchase Order"), constitutes the entire and exclusive agreement between **Capy Machine Shop Inc. (CMS)** and the supplier (the "Supplier") identified in the Purchase Order. Supplier's electronic acceptance, via fax or email, acknowledgement of this Purchase Order constitutes Supplier's acceptance of these terms and conditions. The Purchase Order does not constitute a firm offer and may be revoked at any time prior to such acceptance.

The terms and conditions of this purchase order set forth the entire agreement between the parties hereto and supersede all previous communications, proposals, representations or agreements, whether written or oral. No agreement or understandings which varies or extends the terms or conditions of this purchase order will be binding unless issued in writing by the Buyer or a duly assigned officer or representative of Capy Machine Shop Inc. No conditions stated by the Seller in its acknowledgement of this order shall be binding upon the Buyer if in conflict with, inconsistent with, or in addition to the terms and conditions stated herein. Any such conditions, if not agreed to by the Buyer through a subsequent purchase order amendment, have been rejected by the Buyer.

GENERAL

This purchase order is a complete and exclusive statement of terms, and supersedes all prior agreements whether written or verbal.

The Term "FAR" means the Federal Acquisition Regulation. The term "DoD FAR Supplement" means the Department of Defense Supplement to FAR. All FAR and DoD FAR Supplement clauses are those extant on the effective date of this purchase order.

Commercial (non-Government) purchase orders are subject to all FAR and DoD FAR Supplement clauses (or their successors) referenced herein except those contained in the "Government Contract" Section below

The rights and remedies set forth in this purchase order are in addition to and may modify but are not in substitution for those provided in law and equity. This purchase order shall be governed by and construed according to the domestic substantive laws of the State of New York. All jurisdiction and venue shall lie in the State of New York, County of Suffolk, including Federal Courts therein. Each party hereby waives its right to trial by jury in any action, suit, claim, counterclaim or proceeding of any kind arising out of or in connection with this purchase order.

The Seller warrants that the unit prices of the item(s) covered hereby are as low as those currently charged by the Seller to any other customer purchasing the same item(s) in like or smaller quantities under similar conditions. The Seller agrees to reimburse Capy Machine Shop Inc. promptly in the amount of the difference between the lower price charged to any other customer and the price charged CMS.

DRAWINGS, SPECIFICATIONS, TECHNICAL INFORMATION: All drawings, specifications, and materials, including data, designs, inventions, CNC programs, tooling/fixtures, and other technical information, supplied by CMS in connection herewith (hereinafter called "data") shall remain the property of and shall be held in confidence by the supplier. Except in the performance of this order, such data shall not be reproduced, used and/or disclosed to others by the supplier, including any government, person, or firm without Capy Machine Shop Inc.'s written consent.

If this PO does not contain unit pricing, supplier must submit quotation to buyer prior to proceeding. DO NOT PROCEED WITHOUT WRITTEN ACCEPTANCE OF PRICE AND DELIVERY.

CATIA: If a purchase order specifies CATIA models, the supplier shall be capable to open and to use CATIA version identified by contract, and further issues as required by Capy Machine Shop Inc. If used, Coordinate Measuring Software and Hardware will have to read and use these files without data corruption. The supplier will have to prove that no corruption occurs and make this proof approved by Capy Machine Shop Inc.

All parts must be protected against damage, FOD and corrosion during delivery and performance of the order, utilizing sound packaging practices.

The supplier is responsible to ensure that material utilized for the performance of the order whether consigned by CMS or furnished by the supplier, is to be segregated to insure trace ability and prevent being intermingled with other material.

QUALITY MANAGEMENT SYSTEM

The supplier shall maintain an effective quality management system (QMS) that meets the requirements of ISO9000 and/or AS9100 (or equivalent), the supplier must inform Capy Machine Shop Inc. of any changes in its qualification status.

The QMS is subject to a quality review by CMS unless a third-party registration can be provided.

Suppliers shall maintain a quality management system to ensure the products or services they provide meet the requirements of the Purchase Order.

Suppliers shall ensure that appropriate controls to their sub-tier suppliers are maintained to guarantee requirements of CMS's Purchase

Order have been met.

Suppliers will be expected to complete and return self-evaluations as requested by CMS's Quality Control Manager. These self-evaluations are intended to provide CMS the information needed to understand the scope of a supplier's Quality Management System, and help determine what, if any, risk mitigation activities CMS will perform to manage that supplier. Suppliers who do not complete the self-evaluation as requested may not be added to CMS's Approved Supplier List.

The supplier shall immediately notify Capy Machine Shop Inc., in writing, of any change to the quality control system that may affect the inspection, conformity or air worthiness of the Product After the issue of initial CMS quality system approval, each change to the quality control system is subject to review by Capy Machine Shop Inc.

The supplier shall immediately notify Capy Machine Shop Inc., in writing, of any change to the manufacturing facility location of the contracted part number or assembly.

REQUIREMENTS FOR QUALIFICATION OF PERSONNEL

Only qualified/certified personnel, properly trained in product safety, shall be used based on process specification requirements including **special processes**. Records shall be maintained of the personnel qualifications and certifications.

Supplier represents and warrants that (i) services will be performed with all reasonable care and skill by suitably qualified personnel in accordance with best industry practice and (ii) all goods and services provided will be (a) in accordance with the Agreement, (b) free from defects in design, materials, workmanship and manufacture, (c) of satisfactory quality, (d) fit for the purposes communicated by CMS or if not communicated by CMS fit for the purposes as can be reasonably deemed, and (e) in conformance with specifications

DELIVERY AND SUPPLIER PERFORMANCE

Time and quality are of the essence in Supplier's performance of its obligations of the Purchase Order. CMS expects 100% on time delivery. Due date will be specified on purchase order. Supplier will immediately notify CMS if Supplier's timely performance under the Purchase Order is delayed or is likely to be delayed. CMS's acceptance of Supplier's notice will not constitute CMS's waiver of any of Supplier's obligations.

If Supplier delivers any product/materials after the Delivery Date, CMS may reject such Work. Supplier may, at its sole discretion, deliver product/materials up to 5 (five) days prior to requested delivery date.

Capy Machine monitors supplier performance on a quarterly basis, and determines an External Provider Grade (SRS) based on the following formula:

SRS = (Quality Rating QR X .6) + (Delivery Rating DR X .3) + (Service & Technical Capability SR)

Suppliers who do not maintain an SRS of > 80% may be requested to provide a Corrective Action Plan if deemed necessary by CMS's Quality Assurance Manager. If supplier's SRS drops below 50%, then a Corrective Action will be mandatory. Suppliers will be expected to complete and return Quality Assessments as requested by CMS's Purchasing or Quality designee. Suppliers who do not maintain an SPR of >80% may be removed from CMS's Approved Supplier List without advance warning.

Supplier will preserve, pack, package and handle the Deliverables and Products so as to protect the Deliverables and Products from loss or damage and in accordance with best commercial practices in the absence of any specifications CMS may provide.

Supplier will include with each delivery of Products a packing list identifying the Purchase Order number, the part number for each of the Products (if applicable), a description and the quantity of each of the Products, and the date of shipment.

Each shipment shall contain a Certificate of Compliance indicating that the product and/or material have been manufactured, inspected, and/or tested, and meet the requirements of the Purchase Order. The minimum information on the Certificate of Compliance shall include the following: 1) date, 2) purchase order number, 3) supplier's name, 4) part number, drawing number, and/or specification number including revision. A copy of a Certificate of Conformance from the distributor specifying date code, lot/batch code or serial number(s) and the manufacturer's name shall be shipped with each order.

Where the supplier supplies raw material directly to CMS, the supplier shall assure that the material is manufactured and distributed by sources approved by CMS and/or CMS's customers. The supplier shall identify each item, package or container with the date of manufacture and shelf life expiration. **In no case, shall material be supplied with less than 80% of its shelf life remaining without prior written approval from CMS.** CMS Quality Assurance must approve any substitution of material, size and/or shape.

Supplier shall provide certifications for all raw materials and special processing that were utilized to completed requirements of CMS's PO.

COUNTERFEIT PARTS

CMS requires its suppliers to take steps to eliminate the risk of introducing both counterfeit electronic parts as well as non-electronic parts and materials. Suppliers shall implement a system for controlling counterfeit parts. We define Counterfeit Work as items that are, or contain, unlawful or unauthorized reproductions, substitutions or alterations that have been knowingly mismarked,

misidentified or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer or a source with the express written authority of the original manufacturer or the current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used items represented as new or the false identification of grade, serial number, lot number and date code or performance characteristics.

Suppliers of raw materials/components shall insure that only new and authentic materials/components are used fulfilling POs to CMS. Suppliers may only purchase materials/components directly from original manufacturers. All raw materials shall be domestic or DFARS 252.225-7014 compliant.

CHANGES

- A. Capy Machine Shop Inc. may at any time, by a written order, and without notice to the sureties, if any, make changes within the general scope of this purchase order in any one or more of the following (1) drawings, design, specifications, and other technical documents; (2) method of shipment or packing; (3) place of delivery; (4) quantity of supplies (increase only); (5) delivery schedule; (6) place of inspection; (7) place of acceptance.
- B. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this purchase order, whether or not changed by the change order. CMS shall make an equitable adjustment in the purchase order price, the delivery schedule, or both, and shall modify the purchase order accordingly. The Seller must assert its right to an adjustment under this clause in an amount stated within 30 days from the date of receipt of the written order effecting the change.
- C. If the Seller's proposal included the cost or property made obsolete or excess by the change, CMS shall have the right to prescribe the manner of the disposition of the property.
- D. Failure to agree to any adjustment shall be a dispute within the meaning of the "Disputes" clause hereof. However, Seller shall not be excused from proceeding with the purchase order as changed.

CHANGE CONTROL

Suppliers shall maintain the proper identification and revision status of specifications, drawings process requirements, inspection/verification instructions and other relevant technical data.

The supplier shall not make any changes to the approved PO of the product or service to specified requirements and/or specified manufacturing location, unless CMS provides, in writing, official revised documentation. Supplier shall maintain a change control system to ensure all changes to drawings, specifications and/or test methods are incorporated per CMS requirements. When the Supplier's drawing number and revision change level are specified on a CMS or CMS Customer drawing, products must conform to both Supplier's and CMS or

CMS Customer's drawings at the revision change levels shown. Supplier's requested changes to drawings and processes must be transmitted to CMS with sufficient data to enable a complete evaluation of the request. Changes shall not be incorporated until authorized, in writing, by CMS.

NON-DELEGATION OF PERFORMANCE

No substantial part of Seller's obligation shall be performed by others without Capy Machine Shop Inc. consent. No breach hereof shall vest rights against Capy Machine Shop Inc. third party.

STOP WORK

FAR 52.212-13 Stop-Work Order applies, except that the 90-day period in the first and fourth sentences of paragraph

(a) is changed to 120 days.

CANCELLATION AND TERMINATION:

Cancellation (default termination)

- 1) Capy Machine Shop Inc. may, at its election, cancel this purchase order in whole or in part by giving notice of default to Seller if
 - (a) Seller refuses or fails to deliver the supplies or any installment thereof strictly within the time specified
 - (b) Seller refuses or fails to comply strictly with any provision of or repudiates this purchase order
 - (c) Seller becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency or the relief of debtors.
- 2) Upon cancellation Seller's liability to CMS shall include (without limitation) the cost of effecting cover, by purchase or otherwise, and CMS may require Seller to transfer title and deliver as directed all properly produced, procured, or allocated by Seller for the canceled portion hereof.
- 3) Delay or non-delivery shall not be excused unless (a) it arises solely as a result of unforeseeable causes beyond the control and without the fault or negligence of both Seller and its subcontractors at any tier, and (b) Seller gives timely notice to CMS of both the delay or non-delivery and the cause thereof and exerts every possible effort to mitigate the effect of same on Capy Machine Shop Inc..
- 4) Capy Machine Shop Inc. liability to Seller after cancellation shall be limited to the sum of the agreed price of accepted supplies (equitably reduced if they are non-conforming) and, should CMS pursuant to (2) above, require the delivery of property, the smallest of (a) its reasonable market value, (b) its cost to Seller, or (c) the approximate amount the settlement would have been had the cancellation been a termination pursuant to C. below.
- 5) If, after notice of cancellation, it is determined that Seller

was not in default (in that none of the conditions set forth in A, 1) (a), (b), or (c) above existed), the cancellation shall be considered a termination pursuant to B. below.

B. Termination (for convenience)

FAR-52.249-2 Termination for Convenience of the Government applies, except that:

- (1) Paragraph (c) is deleted;
- (2) The 1 year period in paragraph (d) is reduced to six months; and
- (3) The 90-day period in paragraph (k) is reduced to 45 days.

C. General

Upon cancellation or termination Capy Machine Shop Inc. may require that Seller assign instead of terminating its purchase orders and subcontractors hereunder, to the extent and Seller shall promptly comply with any such requirement. Seller shall continue the performance hereof to the extent not canceled or terminated.

INSPECTION, ACCEPTANCE AND NONCONFORMANCE

Capy Machine Shop Inc. reserves the right to approve or specify any designs, test, inspection plans, verification, use of statistical techniques for product acceptance, and any applicable critical items, including key characteristics.

Capy Machine Shop Inc. reserves the right to designate requirements for test specimens for design approval, inspection/verification, investigation or auditing.

Parts shipped to CMS must be 100% inspected and accepted by the supplier prior to product release. Any rework which needs to be performed by CMS will be debited from the supplier's invoice.

On purchase orders that require CMS inspection, the supplier is required to call the Quality Assurance Department to give a **24-hour advance notice** of part coming in for inspection. Acceptance by CMS whether for 1st piece or final, does not release Supplier of any liability to manufacture the product to the P.O. and/or specifications.

All parts must be protected against damage, FOD and corrosion during delivery and performance of the order, utilizing sound packaging practices.

The supplier is responsible to ensure that material utilized for the performance of the order whether consigned by CMS or furnished by the supplier, is to be segregated to insure traceability and prevent being intermingled with other material.

CMS may reject any or all the product/material which does not conform to the applicable requirements within 10 business days of Supplier's delivery.

Supplier is required to notify CMS Immediately of any nonconforming product/material.

Supplier must obtain the written approval from CMS for the disposition

of any nonconforming product/material.

When acceptance test procedures are performed using equipment controlled by computer software or firmware, CMS shall approve the software or firmware associated with, or affecting those tests.

At CMS's option, CMS may (i) return the nonconforming Work to Supplier for a refund or credit; (ii) require Supplier to replace the nonconforming Work; or (iii) repair the nonconforming Work so that it meets the requirements. **Supplier is responsible for product lost or damaged prior to delivery to CMS.**

Calibration Provisions

Suppliers must meet at a minimum one of the following standards: ISO10012, ANSI Z540-1, ISO9001, MIL-STD45662A, (or comparable). All calibration certificates must identify standards used and must be traceable to National Institute of Standards and Technology (NIST).

RECORDS RETENTION

Records of inspection, test, purchased materials, special processing, engineering changes, serial numbers and other quality assurance activities shall be maintained and available for review by CMS personnel, our customers and/or regulatory agencies. Such records shall be stored for not less than (7) seven years after completion of the PO unless otherwise stated on the PO.

FLOW DOWN REQUIREMENTS

All specifications flowed out to the supplier are to be interpreted to the most current revisions unless otherwise specified. Customer specific specifications on specific processes will be detailed on the CMS PO including **Key Characteristics** and/or drawing. The supplier will flow down to sub tier suppliers the applicable requirements in their purchasing documents, including **key characteristics**.

Suppliers can only use Capy Machine Shop or CMS's Customer's approved external providers including special processes. This requirement will be specified on CMS's Purchase Order.

RIGHT OF ENTRY

CMS may send its representatives to the manufacturer's plant during the fabrication period to review program status. Furthermore, representatives of CMS, its customer, and/or the Federal Aviation Administration (if non-domestic, equivalent government agency) may inspect and evaluate the Seller's facilities' system, data, all records, equipment, personnel and all completed articles manufactured for conformance with applicable contracts and specification.

CMS's quality and operations personnel shall have the right to inspect product and all applicable records at Supplier's facility as part of, or in addition to, its incoming inspection activity. Acceptance of parts by source inspection does not preclude subsequent return of the product if

further inspection detects non-conformances. Supplier shall notify CMS no less than 24 hours prior to a source inspection request. CMS, its Customers and/or regulatory authorities, shall have the right of access, to the applicable areas of all facilities, at any level of the supply chain, involved in the order and to all its applicable records.

Unique to Purchase Order

Unless otherwise stated, all orders shall be shipped complete.

Suppliers shall comply with the Defense Priorities and Allocations System (DPAS) regulation (15 CFR 700) priority ratings, imposed by the Federal Government, referenced on the purchase order. DPAS Ratings: (DX) Highest national defense urgency. (DO) Critical to national defense.

BUSINESS PRACTICES

Supplier will, at all times, refrain from engaging in any illegal, unfair or deceptive trade practices or unethical business practices. Supplier shall at its expense obtain any and all permits, licenses, authorizations, and/or certificates that may be required in any jurisdiction or by any regulatory or administrative agency in connection with its activities hereunder. **Supplier shall ensure that its employees are trained and are aware of:**

- their contribution to product or service conformity associated with meeting the requirements of CMS Purchase Orders.
- their contribution to product safety associated with meeting the requirements of CMS Purchase Orders.
- their contribution to the importance of ethical behavior associated with meeting the requirements of CMS Purchase Orders.

INDEMNITY AGAINST INFRINGEMENT

Unless the supplies are made to a detailed design of Capy Machine Shop Inc., Seller shall at its expense defend, indemnify, and hold CMS and its customers harmless against any claim of patent, copyright, trademark or trade secret infringement provided that timely notice of such claim is given to Seller.

PROPERTY, SPECIAL TOOLING AND TEST EQUIPMENT

- A. The clauses contained in FAR 52.245-1, Government property applies. Extend of reporting loss, Damage, Destruction, and Theft liability of Government property, obtain annual inventory certifications from subcontractor to include in our annual inventory reporting submission, disclosure of excess of Government property, and other contractual requirements. All property provided must be clearly stated within CMS's Purchase order(s) and as a minimum CMS Job number that the property is to be used for is stated on the purchase order.
- B. Seller, while in possession of property of the Buyer, or the Buyer's customer shall be liable for its loss or damage except for reasonable wear and tear and/or normal manufacturing losses. Seller shall maintain such property, in good condition, and dispose of same as instructed by the Buyer at the completion on this order.

DISPUTES

Pending final resolution of any dispute or controversy arising under or related to the purchase order, whether by agreement or by a final judgment, Seller shall proceed diligently with the performance hereof according to Capy Machine Shop Inc.'s decision and direction.

GOVERNMENT CONTRACTS:

If this is a Government subcontract, the following provisions apply.

A. FAR or DOD FAR SUPPLEMENT CLAUSES OR THEIR SUCCESSORS.

- 1) FAR 52.203-6 (Restrictions on Subcontractor Sales to the Government); 52.203-7 (Anti-Kickback Procedures); 52.2042 (New Material); 52.210-7 (Used on Reconditioned Material, Residual Inventory, and Former Government Surplus Property); 52.215-1 (Examination of Records by Comptroller General); 52.215-2 (Audit-Negotiation); 52.215-26 (Integrity of Unit Prices); 52.219-8 (Utilization of Labor Surplus Area Concerns); 52.222-1 (Notice to the Government of Labor Disputes); 52.222-4 (Contract Work Hours and Safety Standards Act - Overtime Compensation); 52.222-20 (Walsh-Healy Public Contracts Act); 52.222-26 (Equal Opportunity); 52.222-35 (Affirmative Action for Special Disabled and Vietnam Veterans); 52.222-36 (Affirmative Action for Handicapped Workers); 52.223-2 (Clean Air and Water); 52.225-10 (Duty Free Entry); 52.225-11 (Certain Communist Areas); 52.227-1 (Authorization and Consent), if included in the controlling prime contract; 52.227-2 (Notice and Assistance Regarding Patent and Copyright Infringement); 52.227-6 (Royal Information); 52.227-10 (Filing of Patent Applications-Classified Subject Matter); 52.243-7 (Notification of Changes); 52.246-16 (Responsibility for Supplies).
- 2) DoD FAR Supplement: 52.203-7001 (Special Prohibition on Employment); 52.207-7000 (Required Sources for Miniature and Instrument Ball Bearings); 52.208-7001 (Required Sources for Precision Components for Mechanical Time Devices); 52.208-7002 (Required Sources for High Purity Silicon); 52.208-7003 (Required Sources for High Carbon Ferrochrome); 52.215-7000 (Aggregate Pricing Adjustment); 52.225-7008 (Duty-Free Entry - Qualifying Country End Products and Supplies); 52.225-7011 (Preference for Domestic Specially Metals (Major Programs); 52.225-7013 (Preference for Domestic Hand or Measuring Tools); 52.227-7013 (Right in Technical Data and Computer Software) including Alternate I hereto; 52 Technical Data); 52.227-7030 (Technical Data-Withholding of Payment); 52.227-7036 (Certification of Technical Data Conformity); 52.227-7037 (Validation of Restrictive Markings on Technical Data); 52.228-7006 (Accident Reporting and Investigation Involving Aircraft, Missiles and Space Launch Vehicles); 52.243-7000 (Engineering Change Proposals); 52.243-7001 (Pricing of Adjustments).
- 3) In addition, if this purchase order exceeds \$100,000. FAR 52.215-24 (Subcontractor Cost or Pricing Data) and DoD FAR Supplement

- 52.204-7005 (Overseas Distribution of Defense Subcontracts); if this contracting Plan, and FAR 52.220-4 (Labor Surplus Area Subcontracting Program); and if this purchase order exceeds \$100,000,000 DoD FAR Supplement 52.235-7002 (Recovery of Nonrecurring Costs on Commercial Sales).
- 4) If this purchase order is for experimental, developmental or research work, FAR 52.227-12 Patent Rights - Retention by the Contractor (Long Form) applies, unless Seller is a small business concern or nonprofit organization as defined in FAR 27.301, in which event FAR 52.227-11 Patent Rights Retention by the Contractor (Short Form) applies.
 - 5) If this purchase order is issued under a National Aeronautics and Space Administration (NAS) prime contract, all reference to the DoD FAR Supplement shall mean the comparable NASA FAR Supplement provisions, and the following additional NASA FAR Supplement provisions shall apply; 18.52.204-70 (Report on NASA Subcontracts); 18.52.204-71 (NASA Contractor Financial Management Reporting); 18.52.223.71 (Frequency Authorization); 18.52.227-70 (New Technology); and 18-52.244-70 (Geographic Participation in the Aerospace Program).
 - 6) Denied Party Screening. Supplier shall perform denied party screening on its employees and other parties (including sub-tier suppliers) whom Supplier engages to perform production activities or Services under this Purchase Order. The Supplier must identify any person or entity that is ineligible to perform such activities or Services because they are either identified as a Specially Designated National ("SDN"), as determined by the U.S. Office of Foreign Assets Control ("OFAC"), or identified as a denied party pursuant to any embargo, sanction, debarment or denied party designation maintained by the U.S. government or any non-U.S. government or union of states (e.g., European Union).
 - 7) Supplier shall notify Buyer immediately, in writing, if any of Supplier's employees or sub-tier suppliers who have been designated as an SDN, debarred, sanctioned or designated as a denied party and have performed production activities or Services under this Purchase Order. Supplier shall incorporate this provision in all subcontracts with its suppliers or independent contractors with whom Supplier engages or employs to perform production activities or Services under this Purchase Order.

B.ADDITIONAL FAR AND DoD FAR SUPPLEMENT CLAUSES AND OTHER CONDITIONS

Additional FAR and DoD FAR Supplement clauses and other conditions as are made mandatory under CMS prime contract may be incorporated into the purchase order at a later date. The Seller agrees to negotiate promptly with CMS for the inclusion of such additional clauses and other conditions.

C.LIMITATION OF LIABILITY

(Applicable only if the controlling Government contract contains the FAR 52.246-23 Limitation of Liability Clause).

- 1) Except as provided in subparagraphs (2) and (3) below, and except for remedies expressly provided elsewhere in this

order, Seller shall not be liable for loss of or damage to property of the Government (excluding the supplies delivered under this purchase order even if and when same become property of the Government) that (a) occurs after acceptance by the Government of the end-items into which the supplies delivered under this purchase order become incorporated, and (b) results from any defects or deficiencies in the supplies.

- 2) The limitations of liability under paragraph (1) above shall not apply when a defect or deficiency in, or CMS acceptance of, the supplies, or the Government's acceptance of the end-items into which such supplies are incorporated, results from willful misconduct or lack of good faith on the part of any of the Seller's managerial personnel. The term "Seller's managerial personnel, as used in this clause, means the Seller's directors, officers, and any of the Seller's managers, superintendents, or equivalent representatives, who have supervision or direction of. (i) All or substantially all of the Seller's business; or (ii) all or substantially all of the Seller's operations at any one plant, laboratory, or separate location, at which this purchase order is being performed; or (iii) a separate and complete major industrial operation connected with the performance of this purchase order.
- 3) If Seller carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government either through purchase or use of the supplies to be delivered to CMS under this purchase order or through purchase or use of the end items incorporating such supplies to be delivered by CMS to the Government, Seller shall be liable to the Government, through CMS, to the extent of such insurance or reserve, for the loss of or damage to property of the Government occurring after Government acceptance of the end-items into which the supplies delivered under the purchase order become incorporated and resulting from any defects or deficiencies in the supplies delivered under this purchase order
- 4) Seller shall include this clause including this paragraph (4), supplemented as necessary to reflect the relationship of the contracting parties, in all subcontracts.

D. PRIORITIES When a priority symbol (e.g. DO-A1) appears on the face page hereof, Seller is required to follow the provisions of DMS Reg 1 and of all other applicable regulations and orders of BDSA in obtaining controlled materials and other products and material needed to fulfill this purchase order.

E. EEO CLAUSE IN SECTION 202 OF EXECUTIVE ORDER 11246

The Equal Employment Opportunity clause in Section 202, Paragraphs 1 through 7 of Executive Order 11246, as amended, relative to equal employment opportunity and the implementing Rules and Regulations of the Office of Federal Contract Compliance are incorporated herein by specific reference.

F. CONTRACT DISPUTES ACT OF 1978

If CMS determines that a claim submitted by Seller may become part of an CMS claim against the Government that is subject to the Contract Disputes Act of 1978, P.L. 95-563, 41 U.S. C. S601613, Seller shall, on request, provide CMS with a written certification, in such form and detail as CMS may require, stating that the Seller's claim is made in good faith, the supporting data are accurate and complete to the best of the Seller's knowledge and belief, and the amount requested accurately reflects the purchase order adjustment for which the Seller believes CMS is liable. Notwithstanding another provision of this purchase order, Seller agrees to indemnify and hold CMS harmless against any loss or damage suffered by Capy Machine Shop Inc.

CONFIDENTIALITY DISCLOSURE AND LIMITED USE

Seller shall keep confidential all designs, processes, drawings, specifications, reports, computer software, data and other technical or proprietary information and the features of all parts, equipment, tools, gauges, patterns and other items furnished or disclosed to Seller or manufactured by Seller shall use such information and items, and the features thereof, only in the performance of this order, provided, however, that upon prior written notice to Capy Machine Shop Inc. and to the extent such use will not interfere with Seller's performance of purchase orders with CMS in effect at the time Seller enters into a direct contract with the U.S. Government, Seller shall have the right to use such information and items for direct sale to the U.S. Government to the extent the Government has the right under its prime contracts with Capy Machine Shop Inc. to authorize such use by Seller. To the extent practicable, Seller shall prominently and permanently identify each such end item as manufactured by Seller for direct sale to the U.S. Government. Upon completion or termination of this order, Seller shall, at Seller's expense, make such disposition of all such information and items as may be directed by Capy Machine Shop Inc.

REVISION HISTORY

Date	Rev	History	Approval
05/01/2017	NC	Initial Release	JC/MM
11/03/2017	A	Added "General" section	JC/MM
11/08/2017	B	Added "Supplier Evaluation" & "Record Retention"	JC/MM
11/13/2017	C	Rewritten to reflect AS9100 Rev D	JC/MM