

UNITED DYNAMICS, INC.  
PURCHASE ORDER TERMS AND CONDITIONS

1. **ACCEPTANCE OF ORDER:** This Order is United Dynamics, Inc. (UDI) offer to Supplier. Supplier's acceptance is expressly limited to the terms of this Order and UDI hereby objects to any additional or different terms in Supplier's acceptance. Supplier accepts this Order as written by executing and returning to UDI the Acceptance or Acknowledgment copy of the Order, or by beginning performance.
2. **MODIFICATION:** No modification of this Order including any additional or different terms in Supplier's acceptance shall be binding on UDI unless agreed to in writing and signed by UDI's duly authorized Purchasing Representative.
3. **DELIVERY:** Time is of the essence in the performance of this Order. Deliveries shall be strictly in accordance with the quantities and schedule set forth in the Order. If at any time it appears that Supplier may not meet that schedule, Supplier shall immediately (by verbal means, to be confirmed in writing), notify UDI of the reason for and estimated duration of the delay. At UDI's request, Supplier shall make every effort to avoid or minimize the delay to the maximum extent possible including the expenditure of premium time and shipping via air or other means of fast transportation. Any cost caused by these requirements shall be borne by the Supplier or its subcontractors within the meaning of the Cancellation-Default Clause herein. The foregoing requirements are in addition to the UDI's other rights and remedies that may be provided by this Order.
4. **INDEMNIFICATION:** Each party shall indemnify the other against all liability that may result from any claim, action, or suit based on any alleged injury to or death of any person or damage to or loss of any property to the extent that it was caused or alleged to have been caused by it in the course of its performance of this Contract. The indemnifying party shall pay all attorney's fees and costs of defense and, if any judgment is rendered against the indemnified party in any such action or actions, the indemnifying party shall satisfy and discharge the judgment without cost or expense to the indemnified party.
5. **LIMITATION OF LIABILITY:** In no event shall either Supplier or UDI be liable to the other for any indirect, incidental or consequential damages arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages or loss. Each Party shall indemnify and hold harmless the other, its employees/agents, against and from any liability, loss, damage, cost and expense (including attorneys' fees/costs of litigation) arising out of or in connection with any claim or action which any third party may file or threaten to file against either Party or its officers, directors, employees or agents arising out of, or resulting directly from, the negligent acts or omissions or the willful misconduct of it or its employees/representatives, and agents in the course of its performance of its obligations under this Agreement. The indemnification provided herein shall survive the termination of this Agreement.
6. **SUSPECT/COUNTERFEIT ITEMS:** Supplier represents and warrants that the Item(s) supplied by Supplier are not "Suspect/Counterfeit". Supplier's warranty against counterfeit items shall survive any termination or expiration of this Contract, Agreement or Order.
7. **PRICE WARRANTY:** Supplier warrants that the price of the ordered products does not exceed the price charged to any other customer purchasing the same products in like or similar quantities, and under similar conditions of purchase.
8. **WARRANTY:** By acceptance of this Order, the Supplier certifies and warrants that all goods herein specified have been and will be produced in compliance with all Federal and State Regulations, statutes, amendments thereto and all applicable orders and regulations of the executive or other departments and agencies of the United States. This Purchase Order is a Contract between the UDI and the Supplier and the Laws of the State of Oklahoma shall govern all provisions.
9. **NRE/TOOLING:** Non-Recurring Expense (NRE) items may include, but not be limited to, any die, tooling, jig, fixture, mold, pattern, template, gage, testing device, supplies, materials or other items that are used for the manufacture of a product. NRE is separately priced on the Purchase Order. All tooling created under an NRE charge will remain property of UDI. Under no circumstance shall the tooling be used for another customer unless written authorization is given from UDI. Violation of tooling usage will result in Supplier being charged a compensation fee that is determined by UDI. Supplier agrees to retain tooling indefinitely unless requested to be returned by UDI or if there has been no usage for at least 5 years, whereas at that time the Supplier may request tooling be returned to UDI. Supplier shall be responsible for the maintenance and appropriate storage of all tooling. Supplier must notify UDI of the tooling location.
10. **QUALITY CONTROL:** All materials are subject to Quality Assurance approval. In accordance with the specific requirements of this Order, Supplier shall provide and maintain a quality control system in accordance with FAR 52.246-2 covering the Products hereunder. Records of the certifications and inspections work by Supplier and Supplier's subcontractor(s) shall be kept complete and available to UDI at Supplier's facility during the performance of this Order. United Dynamics, Inc. reserves the right to reject and return for full credit, at Supplier's expense, any material not in accordance with specifications and contract provisions.
11. **TERMINATION/CANCELLATION:** A. Termination-convenience: The performance of work under this order may be terminated, in whole or in part, by UDI for UDI's convenience in accordance with the "Termination" clause in FAR.52.249-2. B. Cancellation- Default: This Order may be canceled, in whole or in part, by UDI for default, for delay of delivery and in accordance with the "Default" clause in FAR 52.249-8 except that the word "government" in all paragraphs other than (c) means UDI, "contractor" means Supplier, and the reference to a Disputes clause shall mean the clause 15, "Disputes". Remedies granted under this clause shall be in addition to any remedies, which may be available to UDI under law. If the parties fail to agree on the amount to be paid for manufacturing materials referred to in paragraph (f) of the "Default" clause, the amount shall be the reasonable value thereof (not to exceed a reasonably allocable portion of the price of this Order).
12. **DEBARMENT/SUSPENSION:** Regarding Debarment, suspension, proposed debarment, and other responsibility matters per FAR 52.209-5 & 52.209-6. The seller must disclose to the UDI, to the best of its knowledge and belief that the Supplier and/or any of its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts or subcontracts for any Federal Agency.
13. **FAR/DFAR CLAUSES:** FAR 52.222-21, FAR 52.222-26, FAR 52.222-35, FAR 52.222-36, FAR 52.222-37, FAR 52.222-39, FAR 52.222-50, FAR 52.247-64, FAR52.203-11, FAR 52.203-12, FAR 52.204-27, DFAR 252.225-7048
14. **ETHICS:** United Dynamics, Inc. is in full compliance with CFR 52.203-13. United Dynamics, Inc. places emphasis on the importance of ethical behavior All contractors must conduct themselves with the highest degree of integrity and honesty.