

1. The seller herein named (the "Seller") agrees that its execution and return to Buyer of "VENDOR ACKNOWLEDGEMENT COPY" or Seller's shipment of material constitutes Seller's acceptance hereof, and further agrees that all terms and conditions listed on the face and reverse side hereof, are a part of this order. All terms and conditions proposed by Seller which are different than or in addition to this purchase order are unacceptable to Buyer, are expressly rejected by Buyer and shall not become a part of this purchase order.

2. This change / release supersedes previous changes / releases against the purchase order indicated and is your authority to ship, fabricate and purchase materials described on the face hereof.

3. DELIVERY – Material ordered herein must be delivered at the time or times specified herein or in written releases issued by Buyer hereunder. Subcontractors will not be accepted. Promptness of delivery is of the essence of this order. In the event of any late delivery Buyer may at its option, cancel this purchase order for default partially cancel this purchase order, vary delivery terms hereunder, or use other material. Any losses sustained or costs incurred by Buyer by reason of later delivery (without regard to which option Buyer elected) shall be paid to Buyer by Seller. Substitutions will not be accepted. When more than one shipment is made against any order, indicate "Final Shipping" on shipping papers and invoice accompanying the last shipment in the order. Seller shall not ship excess quantities without Buyer's prior approval. Except as otherwise provided herein, Buyer shall not be obligated to accept unlimited excess or under shipments and such shipments in whole or in part, may at Buyer's option, be returned to Seller, or held for disposition at Seller's expense and risk. The invoice shall describe the items, state the purchase order number and be attached to the original bill of lading or other shipping receipt. Seller shall be excused (subject to Buyer's right to terminate this purchase order in whole or in part, as provided under "Termination" below) for any failure to make, or delay in making, delivery as specified herein or in any release hereunder, if such failure or delay is caused by labor strike, accidents, fires, flood, invasion, civil commotions, act of God, government regulations or restrictions or any other caused, beyond Seller's reasonable control. Buyer shall be excused for any failure to accept, or delay in accepting, delivery as specified herein or in any release hereunder, if such failure or delay is due to any of the causes enumerated in the immediately preceding sentence. Any billing anticipating the delivery date specified herein or in any release hereunder may be redated by Buyer to agree therewith and such redating shall govern payment of such billing.

4. QUALITY – All material delivered hereunder by Seller must conform to the specifications and requirements of this order. Buyer must be notified to any exceptions to specifications or discrepancies in blue print revision levels on this purchase order. Failure to do so could result in material rejections. Buyer may reject any material not conforming to such specifications and quality requirements. Buyer shall advise Seller of such rejection by either written notice or return of the rejected material, at Seller's risk and expense, within a reasonable time after such rejection. In the event of rejection by written notice, Buyer may thereafter either return the rejected material to Seller at Seller's risk and expense or hold the same for Seller at Seller's risk and expense.

5. QUANTITY – The quantity of material ordered or released hereunder must not be exceeded and Buyer shall not be liable for and may reject any material delivered in excess of that so ordered or released.

6. PACKAGING AND IDENTIFICATION - Unless otherwise stated, Seller shall bear all costs associated with packaging, and labeling required in connection with this purchase order. All ordered material must comply with Buyer's specifications for supplier packaging, identification and shipping.

7. SAMPLES – If Seller is required to furnish samples hereunder, Seller will submit a First Piece Report with the shipment. Until Buyer has approved such samples in writing, any parts Seller manufactures over and beyond this first release quantity will be at the Seller's risk.

8. DEFAULT – Upon the occurrence of any one of the following events, Buyer shall have the unrestricted right, upon written notice, to cancel this purchase order and, upon the delivery of mailing of such notice to Seller at its address shown herein, every obligation of the Buyer hereunder shall immediately terminate (i) Seller's insolvency or commission of an act of bankruptcy, (ii) commencement of proceeding by for or against Seller under any law relating to bankruptcy or the relief of debtors, (iii) determination by Buyer, in its sole judgment, that Seller's financial condition is such as to endanger its performance hereunder, or (iv) Seller's failure to comply with any of the provisions, terms and conditions of this purchase order, including without limitation, its failure to make timely deliveries of material specified hereunder. If Buyer cancels this purchase order as hereinabove provided, Seller shall compensate Buyer for all losses sustained by it to reason of such default and cancellation.

9. TERMINATION – Buyer may at any time, upon reasonable notice in writing, terminate this purchase order in whole or in part, even though Seller is not then in default. Such notice shall state the extent and effective date of termination and upon the mailing or delivery hereof to Seller, Seller will, in accordance with such notice, terminate work hereunder and under any orders and / or subcontracts outstanding hereunder, place no further orders or subcontracts hereunder, and take all steps necessary to protect material and / or property in Seller's possession in which Buyer has or may acquire an interest. Upon such termination, Buyer's obligation to Seller shall be limited to payment for (i) the material completed in accordance with the terms hereof and not previously paid for, (ii) the actual cost incurred by Seller which are property allocable under generally accepted accounting practices to the terminated portion of the contract, including Seller's obligations to subcontractors which are so allocable (but excluding any charge for interest or materials which may be diverted to other orders), plus (iii) a reasonable profit on work performed by Seller before termination and for which Buyer has not paid, provided, however, that the total payments which Buyer is obligated to make hereunder shall not exceed the purchase order price of material to which such termination applies. Termination by Buyer hereunder shall be without prejudice to any claims which Buyer may have against Seller.

10. WARRANTIES – Seller warrants that (i) all material delivered hereunder shall conform to the specifications herein and to any samples approved by Buyer as herein provided; (ii) all material delivered hereunder will be merchantable and fit for the purpose intended; (iii) all material delivered hereunder will be of the highest quality and free from defects (including defects in design when design is Seller's responsibility); and (iv) sale or use of material delivered hereunder, either alone or in combination with other materials, will not infringe or contribute to the infringement of any patents in the United States or any foreign country. These warranties shall be in addition to all other warranties, express, implied or statutory.

11. SPECIAL TOOLING – Seller agrees to sell and deliver to Buyer all special tooling specified by Buyer or acquired or manufactured by Seller to enable Seller to perform hereunder. Buyer shall not be obligated to pay for any such special tooling until Buyer shall accept, as conforming to requirements hereunder, the first run of parts made by the use thereof and until Seller has furnished to Buyer an itemized list of such tooling and such records as may be necessary to enable Buyer to audit the cost thereof. Special tooling includes special tools, jigs, dies, molds, fixtures, drawings and patterns. Seller shall (i) be responsible for all losses or damages to such tooling while in its possession, (ii) mark and number such tooling to correspond to the number of the part made by the use thereof, (iii) keep such tooling in good working order, and (iv) use such tooling exclusively for the production of material hereunder. All taxes levied with respect to special tooling while in Seller's possession for which no exemption is available, shall be borne by Seller. Upon completion, cancellation or termination of this contract, such tooling together with operation sheets or process data necessary to show the use thereof shall be held free of charge pending instruction from Buyer. In the event that Seller does not maintain and furnish Buyer with adequate records as hereinabove provided to enable Buyer to audit the cost of special tooling. Buyer shall be obligated to pay therefore such amount as Buyer determines in its sole judgment to be reasonable.

12. IDENTIFICATION – Seller will, at Buyer's request (which may be made by notation on blueprints or written instructions), place on the material covered by this purchase order, at Seller's expense and in the manner and place specified by Buyer, such trademark and / or identifying mark as Buyer may specify. No trademark or other designation, other than that of Buyer, shall be placed on any material specified herein which is peculiar to Buyer's design, either as an assembly or component part of any assembly, without Buyer's consent, and similar material shall not be sold or otherwise disposed of to anyone other than Buyer. Seller will not use Buyer's trademarks or other designations on any product other than that of Buyer and only as designed by Buyer.

13. DRAWINGS AND SPECIFICATION REVIEW – If during the term of this order, Buyer's representatives review drawings, specifications, or other data developed by Seller in connection with the order and make suggestions or comments or approve such documents and data, such action is only an expression of opinion by Buyer and shall not serve to relieve Seller of any responsibility for the reliability, quality, rate of output, cost, delivery, performance or any other requirements of this order.

14. BUYER'S PROPERTY – Title and the right of immediate possession of any property, including without limitation, drawings, patterns, tools, jigs, dies, equipment or material furnished or paid for by Buyer shall remain in Buyer. No articles made therefrom shall be furnished by Seller to any other party without Buyer's prior written consent. Seller shall keep adequate records of such property which shall be made available to Buyer upon request, and shall store, protect, preserve, repair and maintain such property in accordance with sound industrial practice, all at Seller's expense. Unless otherwise agreed to by Buyer, Seller shall insure Buyer's interest in such property against loss or damage by reason of fire (including extended coverage), riot or civil commotion. Copies of certificates of such insurance will be furnished to Buyer on demand.

In the event that Buyer's property becomes lost or damaged to any extent from any cause while in Seller's possession, Seller agrees to indemnify Buyer or replace such property, at Seller's expense, in accordance with Buyer's request. At the completion of production of the goods requested by Buyer in this order for which Buyer's property was required, Seller shall request disposition instructions for all such property, or the remainder thereof, whether in its original form or in semi-processed form. Seller shall request disposition instructions for all such property, or the remainder thereof, whether in its original form or in semi-processed form. Seller agrees to make such property available to Buyer at Buyer's request, in the manner requested by Buyer including preparation, packing and shipping as directed. Expenses for preparation for shipment will be for Seller's account and shipment shall be made F.O.B. Seller's plant.

15. BUYER'S PROPRIETARY INFORMATION – SELLER ACKNOWLEDGES THAT ANY INFORMATION PROVIDED BY BUYER PERTAINING TO ANY ASPECT OF THIS ORDER IS GIVEN IN STRICT CONFIDENCE AND SELLER ACKNOWLEDGES ITS DUTY TO MAINTAIN SAID CONFIDENCE WHETHER OR NOT THE INFORMATION CONSTITUTES A TRADE SECRET OR CAN BE LEARNED BY COPYING, TESTING OR OTHER PROCESSES. NEITHER SELLER NOR ANY OF ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS SHALL USE ANY DATA, DRAWINGS, BLUEPRINTS, SPECIFICATIONS, OR ANY OTHER INFORMATION FURNISHED IN CONNECTION WITH THIS PURCHASE ORDER BY

BUYER, EXCEPT IN PERFORMING HEREUNDER. SELLER AGREES NOT TO MAKE ANY DISCLOSURE OR PERMIT ANY OF ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS, TO MAKE ANY DISCLOSURES WITH RESPECT TO SUCH DATA, DRAWINGS, BLUEPRINTS, SPECIFICATIONS, OR OTHER INFORMATION WITHOUT PRIOR WRITTEN AGREEMENT OF BUYER. SELLER SHALL NOT USE, OR PERMIT TO BE USED ANY OF ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS ANY SPECIAL TOOLING, AS ABOVE DEFINED, FURNISHED TO IT IN CONNECTION WITH THIS PURCHASE ORDER BY BUYER EXCEPT IN PERFORMING HEREUNDER. UPON COMPLETION, CANCELLATION OR TERMINATION OF THIS PURCHASE ORDER, SELLER SHALL RETURN TO BUYER AT BUYER'S REQUEST ALL SUCH DATA, DRAWINGS, BLUEPRINTS, SPECIFICATIONS, OR OTHER INFORMATION, INCLUDING ANY COPIES THEREOF MADE BY SELLER, AND SUBJECT TO THE PROVISIONS OF THE PARAGRAPH CAPTIONED "SPECIAL TOOLING" ABOVE, ALL TOOLING, DIES OR MOLDS FURNISHED TO SELLER BY BUYER IN CONNECTION WITH THIS PURCHASE ORDER.

16. COMPLIANCE WITH LAWS – Seller represents and warrants compliance with all federal, state and local laws, ordinances and regulations applicable to this purchase order and the materials and services provided hereunder as well as to any Buyer information received hereunder, including, but not limited to: (a) applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and applicable regulations and orders of the Administrator of the Wage and Hour Division issued under Section 14 thereof; (b) the Toxic Substances Control Act, including the requirement that every chemical substance delivered appear on the list of chemical substances as compiled by the Administrator, Environmental Protection Agency or have been submitted by Seller for inclusion on such list; (c) Section 1502 of the Dodd-Frank Act related to the use of conflict minerals; (d) Executive Order 11246 including promptly supplying Buyer with all certifications required thereunder upon request; (e) the Federal Trade Commission's Enforcement Policy Statement on U.S. Origin Claims (62 F.R. 63756 [December 2, 1997]); (f) the applicable requirements of 38 U.S.C. 2012 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 503 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990; and (g) the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009, the Gramm-Leach-Bliley Act of 1999 and all other applicable federal, state and local privacy laws and regulations, as may be enacted, implemented and amended from time to time. Seller shall accurately label, consistency with the requirements of Section 611 of the Clean Air Act, as amended, and all regulations promulgated pursuant thereto, any container of a controlled substance and any product manufactured with or containing a controlled substance that is supplied to Buyer. In addition, Seller hereby confirms that it is in compliance with all applicable environmental, health and safety regulations, and reiterates its commitment to provide products and/or services which are safe for its customers and the environment, which contain recycled materials where appropriate, and which do not contain conflict minerals. Further, Supplier warrants that in all countries in which Supplier and, to Supplier's information and belief, Supplier's authorized subcontractors do business, its and their operations comply with all applicable laws and regulations governing labor and employment, employee health and safety, protection of the environment, and ethical practices, and Supplier and its authorized subcontractors will not use any type of involuntary or forced labor, including indentured, bonded, prison, slave or human trafficked labor. To the extent Seller cannot exclude the presence of conflict minerals from the materials delivered hereunder, Seller agrees to notify Buyer of any such presence upon receipt of this order.

17. U.S. FEDERAL PROCUREMENT REQUIREMENTS. Without limiting Section 16, in light of Buyer's status as a U.S. federal contractor and subcontractor, all applicable procurement regulations required by federal statute or regulation to be inserted in contracts or subcontracts pursuant to FAR 52.212-5(e) and/or 52.244-6 apply to this purchase order, including, but not limited to FAR 52.203-13 (Contractor Code of Business Ethics and Conduct), FAR 52.203-15 (Whistleblower Protections Under the American Recovery and Reinvestment Act); FAR 52.219-8 (Utilization of Small Business Concerns) and, in contracts exceeding \$500,000, agrees to adopt a plan similar to that required under 15 U.S.C. Sec. 637 (d) (4) or (5) (48 C.F.R. 52.219-9), (Small Business and Small Disadvantaged Business Subcontracting Plan); FAR 52.222-26 (Equal Opportunity); FAR 52.222-35 (Equal Opportunity for Veterans); FAR 52.222-36 (Affirmative Action for Workers with Disabilities); FAR 52.222-40 (Notification of Employee Rights Under the National Labor Relations Act); FAR 52.222-50 (Combat Trafficking in Persons); FAR 52.247-64 (Preference for Privately Owned U.S. – Flag Commercial Vessels); FAR 52.225-26 (Contractors Performing Private Security Functions Outside the U.S.); and FAR 52.332-40 (Providing Accelerated Payments to Small Business Subcontractors). In addition, the following federal procurement regulations apply to this purchase order if this is for the purchase of services and/or non-commercial items: FAR 52.203-7 (Anti-Kickback Procedures); FAR 52.203-12 (Limitation on Payments to Influence Certain Federal Transactions); FAR 52.215-2 (Audit and Records – Negotiation); and FAR 52.227-11 (Patent Rights – Ownership by the Contractor); FAR 52.203-16 (Preventing Personal Conflicts of Interest for Contractor Employees Performing Acquisition Functions); FAR 52.222-41 (Service Contract Act of 1965); and FAR 52.236-13 (Accident Prevention). These U.S. Federal clauses have the same force and effect as if they were stated in their full text and are hereby incorporated by reference.

18. EXPORT CONTROL COMPLIANCE - Seller agrees to comply with all laws, rules and regulations of the United States and any other applicable jurisdiction(s) regarding the export of any commodity, technology and/or software used, developed or acquired under this purchase order which, at the time of export, requires an export license or other government approval, including, without limitation, first obtaining such license or approval, and further agrees to provide Buyer with any information needed by Buyer to determine the export control status, and/or obtain any export license or approval regarding the export of any commodity, technology or software used, developed or acquired under this purchase order. Without limiting the foregoing, Seller shall identify to Buyer any encryption software, encryption programs, and/or encryption source code that Seller uses, develops or provides to Buyer (or Buyer's clients) hereunder. Seller shall identify to Buyer the export authorization issued by the United States Commerce Department (or other United States government agency with applicable jurisdiction) for such encryption software, encryption programs, and/or encryption source codes. If no such export authorization has been issued, Seller shall provide Buyer with such information as Buyer may require in order to seek any applicable export authorization or, when requested by Buyer at its option, Seller shall obtain any applicable export authorization at its sole cost and expense.

19. CHANGES AND SPECIFICATIONS – Buyer reserves the right at any time to make changes in specifications an drawings as to any material covered by this purchase order. Any difference in price or time for performance resulting from changes shall be equitably adjusted and the contract shall be modified in writing accordingly.

20. INSURANCE – Seller shall procure and maintain such insurance as will protect it and Buyer from any and all claims, if the parties have not executed a written agreement superseding the terms of this purchase order, this insurance coverage must be with AM Best rated companies with minimum ratings for A- and evidence must be provided showing (a) Worker's Compensation and Employers liability with limits of \$500,000, (b) General Liability (personal injury and property damage) with limits of \$1,000,000 and (c) Automobile Liability with limits of \$1,000,000. The amount of insurance purchased by Seller will not limit the liability of Seller to Buyer. A certificate of insurance evidencing such coverage must be provided upon Buyer's request. Seller shall provide Buyer with 30 days prior written notice of cancellation, non-renewal or material change in Seller's coverage.

21. INDEMNIFICATION – (a) Seller agrees to defend, indemnify, and hold Buyer harmless from and against any and all liability, loss, damage, suit, action or legal proceeding of any kind including strict liability arising out of or in connection with Seller's performance (including without limitation personal injury, property damage, environmental damage, and infringement or misappropriation of intellectual property rights), together with reasonable attorneys' fees incurred in connection with any of the foregoing. Seller shall, at Buyer's option and Seller's expense, intervene in or defend any such proceedings upon notice from Buyer. (b) In addition, if by virtue of an intellectual property infringement suit an injunction is issued against Seller or Buyer which prohibits or limits the use of any material provided hereunder, Seller, at Buyer's request and option and at no additional cost to Buyer, shall supply Buyer with non-infringing replacement material of a similar kind, quality and function, obtain a license for Buyer to use infringing material, or refund the purchase price.

22. LIMITATION OF LIABILITY – BUYER SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, WHETHER SELLER'S CLAIM SOUNDS IN BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER THEORY. IN NO EVENT SHALL BUYER'S OBLIGATIONS TO SELLER IN CONNECTION WITH THIS PURCHASE ORDER EXCEED THE PURCHASE PRICE OF THE MATERIAL GIVING RISE TO A CLAIM, AND UPON PAYMENT THEREOF, BUYER SHALL HAVE NO FURTHER OBLIGATION TO SELLER OF ANY KIND.

23. COMPLIANCE WITH ANTI-BRIBERY PROVISIONS. Buyer and its subsidiaries are operating in accordance with and have a compliance program in place which reflects a strict no-bribery policy in keeping with the United States Foreign Corrupt Practices Act and other applicable laws, including those of other countries. Seller confirms and certifies that it understands and will follow the requirements of these laws. Buyer shall have the right to terminate this purchase order immediately if it has reason to believe that there has been an actual or potential violation of any laws related to anti-bribery, and to fully follow all reporting or other guidelines in the law.

24. GENERAL – Any waiver of any breach or default hereof shall not constitute a waiver of any other or subsequent breach or default. Any provision of this purchase order prohibited by law will be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof. No amendment of this purchase order shall be binding upon Buyer unless in writing and signed by its duly authorized representatives. The word "material" as used herein means property or services furnished to Buyer by Seller. If this purchase order is for material for Government contracts, the provisions of any attached, referenced, or otherwise applicable government Contract Supplement shall apply, and in case of conflict between such provisions and the foregoing Terms and Conditions, such provisions shall prevail. This purchase order constitutes the entire agreement between the parties concerning the subject matter hereof, superseding all previous proposals, representations, or understandings, whether oral or written. Modifications of this purchase order must be in writing and signed by the authorized representatives of both parties. Any provisions of these Terms and Conditions which by their nature are intended to survive termination of this purchase order shall survive, including, but not limited to: Sections 9, 10, 11, 12, 14, 15, 16, 17, 21, 22, 23, 24, 25, and 26.

25. ASSIGNMENT OF ORDERS – This purchase order is to Seller issued in reliance upon Seller's personal performance of the duties imposed and by accepting same Seller agrees not to assign this order or delegate the performance of Seller's duties without the consent in writing of Buyer.

26. APPLICABLE LAW – The validity, interpretation and performance of these terms and conditions shall be governed by the substantive laws of the state of North Carolina, without regard to the laws of conflict.