

**AIRCRAFT WHEEL AND BRAKE, LLC**  
**TERMS & CONDITIONS OF PURCHASE-COMMERCIAL**

- 1. ACCEPTANCE AND AMENDMENTS:** This purchase order constitutes an offer by Aircraft Wheel and Brake, LLC ("AWB") to purchase from supplier ("Supplier") the goods and/or services referenced in this purchase order exclusively under these terms and conditions. AWB and Supplier are individually referred to as a "Party" and collectively as the "Parties". Acceptance of this purchase order is expressly limited to these terms and conditions. No amendment, modification, or waiver of any of these terms and conditions shall be effective against AWB except as shall be set forth in writing signed by AWB's authorized representative. Terms and/or conditions proposed by Supplier in its acceptance or otherwise which are additional to or different from these terms and conditions are objected to without further notification from AWB and shall not become a part of this purchase order. All specifications, drawings, and other data referred to in this purchase order are hereby made a part of the purchase order as if fully set forth herein. If this purchase order shows on its face that it is placed under a U.S. Government contract or subcontract or if AWB otherwise notifies Supplier that this purchase order is placed under a U.S. Government contract or a subcontract, certain clauses of the Federal Acquisition Regulation (FAR) (48 CFR Chapter 2) and the Department of Defense FAR Supplement (DFARS) apply. These clauses are incorporated herein by reference, and they are contained in AWB's current form TCP-GS, entitled "Terms and Conditions of Purchase - Government Supplement" which is also incorporated by this reference. Supplier's use of subcontractors, whether selected, directed or approved by Supplier, AWB or AWB's customer, to fulfill this purchase order shall not excuse Supplier of its obligations or requirements to AWB under this purchase order. This purchase order shall be deemed accepted by Supplier and shall constitute the entire agreement between the Parties with respect to the subject matter hereof upon any of the following: (a) Supplier's acknowledgement of the purchase order; (b) Supplier's commencement of performance; (c) Supplier's acceptance of any payment under this purchase order; or (d) Supplier's failure to deliver written notice of rejection of this purchase order to AWB within ten (10) days of receipt of this purchase order.
- 2. PRICES AND PACKAGING:** Supplier's prices include: the cost of packaging the goods purchased in a manner suitable for shipment by the method specified by AWB, all taxes, fees and/or duties applicable to the goods and/or services, provided that any value added tax ("VAT") and/or similar tax that is recoverable by AWB will not be included in Supplier's price but will be separately identified on Supplier's invoice. Supplier will package, mark, and ship all goods in accordance with the requirements of this purchase order, good commercial practices, and in a manner, which will permit the securing of the best transportation rates. Damage to any article resulting from improper packaging will be charged to the Supplier. No additional charges will be allowed for containers, crating, boxing, bundling, dunnage, drayage, storage, or transportation thereof, unless stated in this purchase order. Packing slips must accompany all shipments. AWB's count will be accepted as final and conclusive on all shipments. AWB's purchase order number and Supplier's packing slip number, description, and count must appear on all invoices, packages, and bills of lading.
- 3. DELIVERY:** Supplier will make all deliveries in accordance with FCA Supplier's Facility (INCOTERMS 2020), with title to goods transferring upon delivery to AWB, or upon delivery to AWB's designated drop-ship location, unless other delivery instructions or arrangements are agreed between AWB and the Supplier. Supplier acknowledges that AWB requires on-time delivery to operate its plants, therefore time is of the essence. Supplier will be responsible for all damages resulting from Supplier's failure to make timely or conforming deliveries of goods, including, but not limited to, costs AWB incurs for the correction of goods with quality problems and costs AWB incurs in connection with AWB's machining and/or assembly line downtime. If Supplier's delivery of the goods or services is not made in the quantities and at the times specified herein, AWB reserves the right without liability and in addition to any other rights and remedies at law, contract or at equity, to cancel the purchase order and to procure substitute goods or services and charge Supplier with any loss incurred including lost profits and special damages. AWB will have the right to reject any goods or services which are tendered by Supplier in advance of the date scheduled for delivery, to accept early delivery of goods or services and defer payment until after the scheduled delivery date or to accept early delivery of goods and place such goods in storage at Supplier's expense until the scheduled delivery date. AWB may return any over shipments to Supplier at Supplier's risk and expense.

Supplier will deliver in accordance with the delivery date(s) specified in this purchase order or, if a delivery date or dates are not specified, then only as authorized in shipment releases issued by AWB. Supplier will treat AWB as a preferred customer and, as such, AWB schedules are to be given priority. Supplier will promptly notify AWB in writing of any potential or anticipated delivery delays or supply interruptions and Supplier will arrange, at AWB's option and at locations acceptable to AWB, for advance deliveries or warehousing of goods.
- 4. FORCE MAJEURE:** Neither Party will be considered in default of performance under this purchase order or any agreement to the extent that performance of such obligation is delayed or prevented by fire, flood, earthquake or natural disasters, riot, war, terrorism, civil strife, pandemics, epidemics or other public health emergency/ies, governmental regulations, or any other event beyond a Party's reasonable control and occurs without the applicable Party's fault or negligence (a "Force Majeure Event"). Material shortages or other supply chain issues are not considered a Force Majeure Event. As soon as possible, but not later than one (1) day after the determination that a Force Majeure Event will cause a delay in the supply of goods or services, Supplier will provide written notice to AWB describing any anticipated delays in its performance due to the Force Majeure Event and advising AWB of the anticipated duration of the delay, actions Supplier is taking to mitigate the delay, and the time that the delay will be cured. During the delay or failure to perform by Supplier, AWB may at its option (i) purchase goods and/or services from other sources and reduce its releases or quantities set forth in the purchase order to Supplier by such quantities, without liability to Supplier; (ii) require Supplier to deliver to AWB all or any portion of the finished goods and/or services, work-in-process and/or parts and materials produced or acquired for work under the purchase order; or (iii) require Supplier to provide goods and/or services of equal quality from other sources in quantities and at a time requested by AWB and at the prices set forth in the purchase order. If, upon the request of AWB, Supplier fails to provide adequate assurance that any delay will not exceed thirty (30) days, or if any delay lasts longer than thirty (30) days, AWB may terminate any purchase order, release, or agreement, in whole or in part, without liability and Supplier will reimburse AWB for costs associated with the termination. Supplier will use all diligent efforts to ensure that the effects of any such Force Majeure

Event are minimized and, as promptly as possible, resume full performance. If Supplier's delay or default is caused by a delay or default of a subcontractor or sub-supplier, such delay or default will be excused only if it arose out of a Force Majeure Event and was beyond the control of both Supplier and the subcontractor or sub-supplier and without the fault or negligence of either, and the goods and/or services were not obtainable from other sources in sufficient time to meet the required delivery or performance schedule. AWB will not be liable for failure to accept any part of the goods and/or services purchased hereunder if such failure is the result of any cause beyond the control of AWB including without limitation, fires, floods, acts of God, strikes, differences with employees, casualties, delays in transportation, inability to obtain necessary materials, utility services for machinery, or total or partial shutdown of AWB's facilities for any cause.

**5. CHANGES:** AWB reserves the right at any time prior to any of the delivery dates set forth in this purchase order by written notice to Supplier to make changes to the drawings, designs, or specifications of the goods and/or services ordered, the method of packaging and shipping, the time, place or method of delivery, the quantity of goods ordered, or the work or services covered hereby. If any such changes affect Supplier's cost and/or delivery schedule, Supplier will notify AWB immediately, and, in the case of an increase in Supplier's cost, within twenty (20) days of such notice Supplier will submit a detailed cost break-down comparing original requirements and costs to the changed requirements and costs. The Parties will then discuss an equitable adjustment in purchase order price, delivery schedule, or both; however, no adjustment will be binding on AWB unless evidenced by one of the following: a new purchase order, a change notice, or a revision to this purchase order signed by an authorized representative of AWB. Nothing in this Section 5 shall excuse Supplier from immediately proceeding with this purchase order as changed.

**6. REJECTION/REVOCATION:** Payment for any goods and/or services under this purchase order shall not constitute acceptance thereof, and AWB reserves the right to inspect all goods and/or services purchased hereunder at AWB's discretion and at AWB's option and to reject nonconforming goods and/or services or revoke acceptance of nonconforming goods and/or services. At AWB's option and at Supplier's risk and expense, AWB may return nonconforming goods to Supplier, require Supplier to grant a full refund or credit to AWB for nonconforming goods and/or services, hold nonconforming goods for disposition by Supplier, require Supplier to reperform the work or rework nonconforming goods and/or services to correct nonconformities. Unless otherwise agreed, replacement of any nonconforming or defective good will be accomplished by Supplier within 24 hours of Supplier's receipt of notification of the nonconformance or defect, and re-performance of any nonconforming or defective service will be accomplished promptly.

In the event of multiple nonconforming goods and/or services, Supplier will, within twenty-four (24) hours from notice from AWB, submit a written corrective action report to AWB. Such report shall identify the root cause of the nonconformance, identify the affected goods and/or services and communicate a corrective action plan for AWB's review and approval.

Acceptance of any part of the goods and/or services ordered hereunder shall not bind AWB to accept other parts of the goods and/or services, including any future shipments, or waive its right to revoke acceptance of goods previously delivered or services previously performed.

**7. SUPPLIER'S WARRANTIES:** Supplier warrants that all goods and/or services provided, whether by Supplier or its subcontractors or sub-suppliers, will: (i) be new and of merchantable quality; (ii) be free from all defects in design, workmanship, material and title, and Supplier will cause any lien or encumbrance asserted to be discharged, at its sole cost and expense, within 15 calendar days of its assertion (provided such liens do not arise out of AWB's failure to pay amounts not in dispute under the purchase order); (iii) be provided in strict accordance with all requirements, regulations, codes, instructions, standards, drawings, design, specifications and other requirements approved or provided by AWB; (iv) be provided/performed in a competent and professional manner in accordance with the highest standards and best practices that apply in Supplier's industry. Supplier further warrants that the goods and/or services provided, and any deliverables created during the performance of the services do not infringe any intellectual property right of a third party and are not subject to any license or any other obligations or conditions that would affect AWB's use or resale thereof. Supplier represents and warrants that Supplier has the legal right and power to assign to AWB and its affiliates the ownership of any such deliverables without violating any rights of any third party and Supplier hereby assigns ownership of all intellectual property or other proprietary rights in and to any such deliverables to AWB and its affiliates.

Supplier agrees that these warranties will survive acceptance of the goods and/or services. The warranties stated in this Section 7 will also apply to any repaired or replaced goods or reperformed services and, in all cases, are hereby extended to, and shall inure to the benefit of, AWB and AWB's affiliates, subsidiaries, successors, assigns, and direct and indirect customers to whom the goods and services provided hereunder may be sold or transferred (jointly and severally "AWB Entities").

In the event of breach of warranty, AWB will be entitled to all rights and remedies available at law, contract or at equity, including but not limited to, at AWB's option and at no additional cost to AWB: (i) credit; (ii) replacement or repair of defective goods; (iii) reperformance of services; (iv) recoupment of any costs and expenses of removal of the goods from any component, assembly or system; (v) reinstallation of non-defective goods; (vi) recoupment of any other costs or expenses for return of the goods; and (vii) recoupment of any other costs, expenses, or losses caused by or related to the defective goods or services. Supplier will also reimburse AWB for any incidental and consequential damages caused by such nonconforming goods and/or services including, but not limited to costs, expenses, and losses incurred by AWB: (a) in inspecting, sorting, repairing, or replacing such goods or services; (b) resulting from any production interruptions; (c) conducting any recall campaigns or other corrective actions; and (d) claims for personal injury or property damage.

**8. AWB'S PROPERTY:** Unless otherwise expressly provided in this purchase order, all Special Property (as defined below in this paragraph), and all tangible and intangible property furnished to Supplier by AWB or based on or derived from AWB's confidential or otherwise proprietary information, or produced or purchased by Supplier at AWB's expense, for use in Supplier's performance hereunder, and any replacement thereof, is and shall remain the exclusive property of AWB. For purposes of this purchase order, "Special Property" includes without limitation, dies, fixtures, molds, patterns, gauges, test equipment, information, or similar items used in Supplier's performance of this purchase order that are especially acquired for Supplier's performance hereunder or of such specialized nature that absent substantial alteration, their use is limited to the production of the goods or the rendering of the services referenced in this purchase order. Absent express agreement to the contrary, the amounts charged by Supplier pursuant to this purchase order will include payment for all Special Property. Hereinafter Special Property and all property furnished to Supplier by AWB are collectively referred to as "AWB's Property." Supplier will not sell, encumber, transfer, assign, dispose of, or modify AWB's Property and will not use AWB's Property for any purpose other than in the performance of this purchase order without AWB's prior written consent.

At all times while AWB's Property is in Supplier's custody or control, AWB's Property will be held at Supplier's risk and will be fully insured at Supplier's expense at replacement cost payable to AWB, and Supplier will provide routine maintenance at its expense.

Supplier agrees that AWB's Property will remain separate and a label will be affixed stating it is AWB's Property and will not become a fixture attached to realty. Supplier will allow AWB's representative to inspect AWB's Property at any time upon reasonable notice. Supplier hereby authorizes AWB to file a form UCC-1 financing statement or its equivalent to enable AWB to make its ownership rights in AWB's Property of public record. At any time upon the request of AWB and in accordance with AWB's instructions, Supplier will prepare for shipment, package and deliver AWB's Property in good condition and at Supplier's cost FCA Supplier's business location (INCOTERMS 2020).

**9. INSURANCE:** Supplier represents that it has and will maintain the following types and amounts of insurance coverage and agrees to furnish certificates of insurance showing that Supplier has insurance coverage in the following minimum amounts:

- Workers Compensation – Statutory limits for the state(s) in which the work will be performed
- General/Products Liability – \$2,000,000 per occurrence with an Umbrella Liability – minimum \$5,000,000
- Automobile Liability – \$1,000,000 (per any one accident) – Required only when Supplier's vehicle will enter any of AWB's premises or for the provision of transportation services; and
- Aircraft Product Liability – \$10,000,000 Aggregate – Required only when this is a purchase order for the provision of goods for use on an aircraft or in the aerospace market.

Said certificates of insurance will set forth the amount of coverage, the number of the policy and the date of expiration. Upon AWB's request, Supplier will name AWB or the AWB Entities as an additional insured on its policies. If Supplier is a self-insurer for workers compensation purposes, Supplier will provide AWB with a copy of the self-insured certificate issued by the state(s) where work will be performed. Compliance by Supplier with the insurance requirements stated in this Section 9 will not in any way affect Supplier's duty to indemnify AWB under Section 10 herein.

**10. INDEMNIFICATION:** Supplier agrees to indemnify, defend, and hold AWB Entities, and their respective directors, officers, employees, and agents (together "Indemnitees") harmless from and against any and all losses, liabilities, damages, claims, awards, demands, judgments, settlements, fines, suits, actions, proceedings, subrogation claims, costs and expenses, including court costs and attorney's fees, whether arising out of contract, tort, strict liability, warranty, or otherwise, (collectively "Damages") incurred in connection with: (i) the design, manufacture, sale or use of the goods and/or services; (ii) goods delivered or services or labor performed pursuant to this purchase order; (iii) performance or failure to perform its obligations under this purchase order; or (iv) Supplier's failure to comply with applicable laws, orders, rules, regulations, codes, directives, ordinances and conventions ("Laws") or applicable standards.

If Supplier's employees, subcontractors, or sub-suppliers perform any work on the premises of any AWB Entity or utilize any of AWB's Property, whether on or off the premises of any AWB Entity, Supplier will indemnify and hold harmless AWB Entities and their respective officers, directors, employees, and agents from and against any Damages to AWB's Property or for injuries (including death) to any person, including without limitation any employees of AWB Entities, arising from or in connection with Supplier's performance of work or use of AWB's Property. Supplier's obligations pursuant to this Section 10 shall survive the completion of performance and the expiration or termination of this purchase order.

Supplier further agrees, upon receipt of notification, to promptly assume full responsibility for the defense of any claims brought against the Indemnitees, and in such event, Supplier will not consummate any settlement without AWB's prior written consent. The failure of AWB to provide Supplier with prompt notice does not relieve Supplier of its obligations under this Section 10 unless such failure to promptly notify Supplier causes irreparable harm. AWB has the right to participate in the defense of any claim through counsel of its own choosing.

Supplier agrees upon receipt of notification, to promptly assume full responsibility for defending any claim, suit, action, or proceeding which may be brought against the AWB Entities or any of the Indemnitees which alleges that any goods and/or services provided by Supplier pursuant to this purchase order infringe any patent, trademark, copyright, trade secret, or other proprietary right owned by a third party. Supplier further agrees to indemnify AWB against all expenses, losses, royalties, lost profits, and damages, including court cost and attorney's fees, resulting from such claim, suit, action, or proceeding, including any settlement, decree, or judgment

entered therein. AWB may at its option, be represented and actively participate through its own counsel in any such claim, suit, action or proceeding. Supplier's obligations pursuant to this Section 10 shall survive the completion of performance and expiration or termination of this purchase order. Notwithstanding the foregoing, Supplier will have no obligation to defend or indemnify AWB with respect to any claim which is directed to items delivered pursuant to this purchase order, the designs for which were specified entirely by AWB.

**11. AUDITS, INVESTIGATIONS:** Supplier agrees that its books, records, and accounts will accurately and fairly reflect all transactions of Supplier and shall be maintained in accordance with Laws and Generally Accepted Accounting Principles. AWB will have the right to perform audits and inspections of Supplier's facilities, records, books, costs, and other items related to the terms of this purchase order. Supplier will, upon reasonable request and during normal business hours, make available for examination and reproduction by AWB or its authorized agents, such facilities, costs, books, records, and other items of Supplier as may be necessary to verify compliance with all relevant specifications, drawings, designs, Laws, and standards to enable AWB to comply with its customer obligations, and to perform such audit. Audits may be performed while this purchase order is in effect or within one year after its termination. Further, should Supplier or Supplier's employees, sub-contractors or sub-suppliers in any way be involved in any investigation being performed by or on behalf of AWB, such as investigations in respond to government inquiries or alleged compliance failures, Supplier and Supplier's employees, sub-contractors and sub-suppliers shall cooperate with AWB in such investigation.

**12. REMEDIES:** AWB's remedies described herein will be cumulative and in addition to any remedies allowed by law or in equity. AWB may, at any time, debit, deduct, or set-off money owed, due, or to become due to Supplier from AWB under this purchase order as recovery for any claims that AWB has or may have against Supplier arising out of this purchase order or any other agreement between the Parties.

**13. CONFIDENTIAL INFORMATION, PROPRIETARY RIGHTS:** All information (including but not limited to, trade secrets, drawings, plans, designs, specifications, manufacturing processes or techniques, research and development data, inventions, know-how, processes, procedures, costs, suppliers, methods, sales, customer information and lists, financial data, and business plans) relating to this purchase order or to the goods and/or services to be provided hereunder which has been disclosed to Supplier by or on behalf of AWB (whether such information is owned by AWB or by any other entity with whom AWB is doing business) or which will be developed in the course of Supplier's performance under this purchase order specifically for AWB (collectively referred to as "Information"), has been and will be received and held by Supplier in confidence. Supplier will not disclose the Information to others and will not use the Information for any purpose other than for the direct benefit of AWB. Supplier will acquire no right in or to such Information. Supplier will promptly return the Information to AWB and discontinue all use of the Information upon expiration or termination of this purchase order or at AWB's written request. Supplier will not disclose to AWB or use in the course and scope of Supplier's performance hereunder any information of other entities that Supplier does not have a lawful right to use or disclose. Supplier will limit access to the Information to only those employees of Supplier having a need to know such Information, and all such employees of Supplier having access to Information will be made aware of and agree to the obligations under this Section 13.

Any invention, development, or copyrightable subject matter conceived, first reduced to writing, first reduced to practice, or made by Supplier, either solely or with others, in the course of Supplier's performance under this purchase order is hereby assigned to AWB if such invention or development or copyrightable subject matter (i) results from services for AWB, or (ii) is made using AWB's time, materials, facilities, or Information. All such copyrightable subject matter will be a work made for hire. Supplier will disclose such inventions, developments, or copyrightable subject matter promptly to AWB and will cooperate with AWB during and after the term of this purchase order in filing and prosecuting any patent or copyright applications thereon and in evidencing ownership thereof by AWB. Supplier agrees that the payments pursuant to this purchase order are full and complete compensation for all obligations assumed by Supplier hereunder, and the assignment of inventions, developments, or copyrightable subject matter does not entitle Supplier to any additional compensation. The obligations of this Section 13 shall survive the completion of performance and expiration or termination of this purchase order.

**14. SECURITY OF INFORMATION:** Supplier agrees to: (i) develop, implement, maintain, monitor, and update a reasonable, written security program incorporating administrative, technical, organizational and physical safeguards, security measures, and security awareness, and (ii) install and implement security hardware and software, in each case, designed to (A) protect the security, availability, and integrity of Supplier's network, systems, and operations; the goods and services; and AWB Information from unauthorized access and use; (B) guard against security incidents; and (C) satisfy requirements as set forth in a generally accepted cybersecurity framework, such as ISO/IEC 27001 or NIST 800-53 to establish a resilient control environment or equivalent level of security protection appropriate for the information involved and the then current security solutions. Supplier will provide to AWB, upon request, written proof of its compliance with this Section 14.

**15. TERMINATION:** AWB may, upon notice to Supplier, immediately terminate all or any part of any purchase order and agreement (if applicable) if Supplier (i) repudiates, breaches, or threatens to breach any of the terms of the purchase order or agreement; (ii) fails to perform or deliver or threatens not to perform or deliver the goods and/or services in accordance with the purchase order or agreement; (iii) fails to meet AWB's quality requirements and fails to correct the failure immediately following Supplier's receipt of written notice from AWB identifying the failure; (iv) enters or offers to enter into a merger, spin off, sale or exchange of stock or other equity interests that would result in a change in control of Supplier, and/or a transaction that includes a sale of all or a substantial portion of the assets used for the production of the good and/or services pursuant to the purchase order, without the prior written consent of an authorized representative of AWB; (v) fails to remain competitive with respect to quality, technology, delivery, service, or pricing; or (vi) fails to provide AWB with adequate assurance of Supplier's ability to timely perform any of Supplier's obligations under the purchase order.

AWB may terminate any purchase order or agreement, if applicable, and Supplier's performance hereunder immediately without



incurring liability to Supplier upon: (i) Supplier's insolvency; (ii) filing of a voluntary petition in bankruptcy by Supplier; (iii) filing of an involuntary petition in bankruptcy against Supplier; (iv) appointment of a receiver or trustee for Supplier; (v) execution or assignment for the benefit of creditors by Supplier; or (vi) any comparable event.

AWB further reserves the right to terminate Supplier's performance under this purchase order and any applicable agreement in whole or in part at any time without cause by giving written notice, whereupon Supplier will cease performance immediately and will take such actions as are necessary to protect property in Supplier's possession in which AWB has an interest. Supplier will promptly advise AWB of any items acquired in anticipation of completion of its performance under this purchase order. Supplier will comply with AWB's instructions regarding the disposition of such items. Supplier will submit all claims resulting from such termination within thirty (30) days of its receipt of such notice. AWB will have the right to inspect Supplier's records, facilities, work, and materials relating to its performance or anticipated performance of the purchase order to establish the value of Supplier's claims. AWB will pay Supplier, without duplication, the purchase order price for finished work accepted by AWB and the cost to Supplier of work in progress and raw materials allocable to the terminated work based on AWB's audit of Supplier's records, using generally accepted accounting principles; however, the amount due to Supplier will be reduced by the following: (i) the market value or cost (whichever is higher) of any items used or disposed of by Supplier without AWB's consent; (ii) the agreed value of any items used or disposed of by Supplier with AWB's consent; and (iii) the cost of any defective or destroyed materials.

AWB will make no payments for finished work, raw material, or other items fabricated or procured by Supplier in excess of the lesser of (i) that ordered; (ii) that for which AWB has issued shipment releases as of the date of the notice of termination released; or (iii) thirty (30) days of supply.

Notwithstanding the foregoing, payments under this Section 15 will not exceed the price for the entire performance specified in this purchase order less payments that would otherwise be made to complete performance hereunder. Payment under this Section 15 will constitute AWB's sole and exclusive liability in the event AWB elects to terminate this purchase order without cause by notice.

**16. COMPLIANCE WITH LAWS:** Supplier warrants that the goods and/or services supplied hereunder will have been produced or provided in compliance with, and Supplier will comply with, all applicable Laws, including without limitation, those that relate to equal employment opportunity, wages, hours and conditions of employment, discrimination, occupational health/safety, motor vehicle safety, environmental matters, and anti-bribery, including without limitation, the U.S. Foreign Corrupt Practices Act, U.S. Anti-Kickback Act, and the U.K. Bribery Act. At AWB's request, Supplier will certify in writing its compliance with the Laws. Supplier will indemnify and hold AWB harmless from and against any and all Damages arising from or relating to Supplier's, its employee's, agent's, subcontractor's or sub-supplier's violation of Sections 16, 17 or 18. Supplier agrees that, in addition to AWB's termination rights set forth herein, AWB may immediately terminate all agreements and/or purchase orders in the event of a violation of Sections 16, 17 or 18 by Supplier. AWB will not be required to make any payments to Supplier that might otherwise be due if such payments are related to a transaction in which Supplier has violated Sections 16, 17 or 18. Supplier will, unless prohibited by any applicable Laws, reimburse AWB for any fines or penalties levied against AWB in connection with such violation.

No good supplied hereunder shall contain any mineral that directly or indirectly finances any armed group that has been identified as a perpetrator of human rights abuses, including without limitation those defined as conflict minerals in the rules issued under Section 13(p) of the Securities Exchange Act of 1934. Supplier must prohibit any form of forced labor, including forced or indentured child labor in the production and supply chain relating to the goods sold to AWB.

The goods and/or services may be subject to certain export, import or foreign trade control laws and regulations including those of the United States, such as the U.S. Commerce Department's Export Administration Regulations and the U.S. Treasury Department's Office of Foreign Assets Control Regulations ("Export Laws"). Supplier agrees to comply with all applicable Export Laws and Arms Export Control Act, 22 U.S.C. 2751-2799, including the International Traffic in Arms Regulation (ITAR), 22 CFR 120-130, including the requirement for obtaining an export license or agreement, if applicable, and notify AWB of any licenses applicable to any goods and/or services. Supplier will prohibit exports, re-exports, transfer (in-country) or disclosure of U.S. origin technology or materials to countries subject to embargos, sanctions or designated as terrorist-supporting by the United States; including entities on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons, the U.S. Commerce Department's Denied Party list, or Entity List (see [www.bis.doc.gov](http://www.bis.doc.gov) for information). Without limiting the foregoing, Supplier agrees that it will not transfer an export-controlled item, data, or service, to include transfer to foreign persons employed by or associated with, or under contract to Supplier or Supplier's lower-tier suppliers, without the authority of a U.S. Government export license, agreement, or applicable exemption or exception. If Supplier is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnishing defense services, Supplier represents that it is registered with the Office of Defense Trade Controls, as required by the ITAR, and that it maintains an effective export/import compliance program in accordance with the ITAR.

Supplier will immediately notify AWB in writing if Supplier or any of its subcontractors or sub-suppliers is (i) suspended, debarred, or proposed for suspension or debarment from doing business with the U.S. Government entity or agency; or (ii) listed or is proposed to be listed by the U.S. Government in any "denial orders," as a "blocked person," as a "specially designated national," or as a "specially designated terrorist" for U.S. export administration purposes (collectively, "Debarment"). Any such Debarment will constitute cause for AWB to cancel or terminate this purchase order and any other agreement for cause and without liability to AWB. Supplier agrees to provide AWB with accurate and timely trade data including commodity classifications, country of manufacture, and international free trade agreement certifications for all goods and services, as applicable and at no additional cost or fee.

International Cargo Security Measures: Supplier agrees to use minimum security criteria requirements for its international shipments to AWB as outlined in the C-TPAT and the Authorized Economic Operator security programs based on the WCO SAFE Framework of Standards:

<http://www.wcoomd.org/-/media/wco/public/global/pdf/topics/facilitation/instruments-and-tools/tools/safe-package/safe-framework-of->

**17. ANTI-CORRUPTION COMPLIANCE:** Supplier warrants that:

- (a) Supplier has not paid, offered, promised to pay, or authorized, and will not pay, offer, promise to pay, or authorize the payment directly or indirectly of any monies or anything of value (services, gifts, gratuities, kickbacks, or otherwise) for the purpose of obtaining or rewarding favorable treatment as a supplier to AWB.
- (b) Supplier has not paid, offered, promised to pay, or authorized and will not pay, offer, promise to pay, or authorize the payment, directly or indirectly of any monies or anything of value to (1) any person or firm employed by or acting for or on behalf of AWB or any customer of AWB, whether private or governmental, or (2) any government official or employee or any political party or candidate for political office or a political party official, for the purpose of influencing any act or decision or inducing or rewarding any action in order to secure any improper advantage in the conduct of business.
- (c) Supplier has not made, and will not make, any improper payments, directly or indirectly, including without limitation facilitation payments, bribes, or kickbacks.
- (d) Supplier has established and will maintain an effective business ethics and compliance program and procedures to prevent corruption and insure compliance with all applicable laws and regulations pertaining to corruption and bribery.
- (e) Supplier will immediately disclose to AWB in writing all pertinent facts regarding any violation, or alleged violation, of the U.S. Foreign Corrupt Practices Act, U.S. Anti-Kickback Act, and U.K. Bribery Act and will cooperate with any investigations.
- (f) If this purchase order is for goods and/or services for a U.S. Government contract or subcontract thereunder, Supplier further warrants that no monies or anything of value (services, gifts, gratuities, kickbacks, or otherwise) has been provided to any person or firm in connection therewith, directly or indirectly, whether or not for the purpose of obtaining or retaining business, or to secure an advantage in the conduct of business.
- (g) Supplier will include this Section 17, or provisions of equivalent effect, in any lower tier subcontracts under this purchase order.

**18. SUPPLIER CODE OF CONDUCT:** Supplier will comply with the AWB Supplier Code of Conduct, which is incorporated by reference here.

**19. ASSIGNMENT:** The obligations of Supplier under this purchase order may not be assigned or subcontracted in whole or in part nor may any assignment of money due or to become due hereunder be made by Supplier without the prior written consent of AWB. Any prohibited assignment will be null and void for all purposes. A change in control of Supplier of all or substantially all of Supplier's assets, shall constitute an assignment hereunder. AWB may assign the purchase order, and/or any interest therein, to any third party without consent of Supplier.

**20. GOVERNING LAW/JURISDICTION/ARBITRATION:** This purchase order shall be governed and construed in accordance with the laws of: (i) the State of Ohio, USA, when signed on behalf of AWB or; (ii) when signed on behalf of a AWB affiliate, the state, where applicable or the country where the AWB affiliate identified in the purchase order is located and, without regard to that state's or country's conflict of laws principles. The provisions of the United Nations Convention on Contracts for the International Sale of Goods are hereby excluded. Supplier agrees that any action related to an alleged breach by AWB of this purchase order shall be commenced within one (1) year of the date of the breach, without regard to the date the breach is discovered. AWB may demand that any disagreement, controversy or claim ("Claim") arising from or in any way related to this purchase order or the goods and/or services procured hereunder be submitted to final binding arbitration by giving written notice of such demand to the other Party. For any dispute in the United States, arbitration shall take place in Cleveland, Ohio in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and, notwithstanding any other choice of law clause to the contrary in this contract, the arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. § 1-16. The arbitrators shall have the power to determine the merits of the Claim, the scope and limits of discovery and to enforce the rights, remedies, procedures, duties, liabilities and obligations of discovery by the imposition of the same terms and conditions, consequences, liabilities, sanctions and penalties as may be imposed on the like circumstances in a civil action by a Common Pleas Court of the State of Ohio under the provisions of the Ohio Rules of Civil Procedure. Each party shall absorb its own costs of arbitration, including attorneys' fees, except that the non-prevailing party shall pay 100% of any arbitrator's fees. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Notwithstanding anything in this Section 20, the Parties shall have recourse to obtain injunctive relief as permitted by the laws of the relevant jurisdiction.

**21. SUPPLIER'S CONTINUING OBLIGATION:** Except as provided in Section 4, Supplier may not suspend performance for any reason, including in the event of any Claim between the Parties arising out of, or in connection with, any purchase order. Supplier's obligation to provide AWB with a continuous, uninterrupted supply of goods and/or services in accordance with the terms of this purchase order will not be excused by such Claim. If Supplier intends to suspend operations for maintenance of its facility, Supplier will give AWB at least 6 months' notice and will insulate AWB from any supply disruption by maintaining bridge inventory for the entire period of the suspension. In addition, Supplier will, at its expense, take all necessary actions to ensure the supply of goods and/or services to AWB for at least thirty (30) days during any anticipated labor disruption or resulting from the expiration of Supplier's labor contracts.

**22. MISCELLANEOUS:** AWB's failure to insist upon the performance of any term or condition of this purchase order or to exercise any

right hereunder on one or more occasions shall not constitute a waiver or relinquishment of AWB's right to demand future performance of such term or condition or to exercise such right in the future. If any term or portion of this purchase order is held to be invalid or unenforceable under any law, such term or portion shall be deemed reformed or deleted, but only to the extent necessary to comply with such law and the remaining provisions of this purchase order shall remain in full force and effect.

The headings and/or titles used to describe sections or paragraphs hereof are included for convenience only and will not be deemed to limit, construe, affect or alter the meaning of or otherwise affect the interpretation of the contents of such sections or paragraphs.

The relationship between AWB and Supplier will be that of independent contracting parties. Nothing contained in this purchase order shall be construed as providing for the sharing of any costs, expenses, risks, or liabilities arising out of the other Party's activities related to this purchase order. Supplier will not in any manner represent that it or its employees or agents are employees or agents of AWB, and nothing contained in this purchase order shall be construed as authorizing Supplier to create or assume any obligation or liability in the name of AWB or subject AWB to any obligation or liability. This purchase order shall not constitute, create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership, or formal business organization of any kind. Nothing herein shall be construed as providing for the sharing of profit or losses arising out of the efforts of either or both Parties.