



1-3-2022

General Terms and Conditions

1. CONTRACT FORMATION AND MODIFICATION

a. This Order is Nasco Aerospace and Electronics offer to Seller for performance under Government, Government Management risk contract funding, or a combination thereof. This Order, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Order.

b. Acceptance by Seller is expressly limited to the terms of this offer. Seller's acceptance of Nasco Aerospace and Electronics offers must be by commencement of performance or by seasonable written acknowledgement of this Order, but where Seller's acceptance is by commencement of performance, Nasco Aerospace and Electronics reserves the right to treat its offer as having lapsed before acceptance unless Nasco Aerospace and Electronics is notified of Seller's acceptance within a reasonable time. Any different or additional terms of Seller's acknowledgment are hereby objected to and rejected by Nasco Aerospace and Electronics regardless of the form of such acknowledgment. Upon Seller's acceptance, the Order shall become the complete and exclusive statement of the terms of the resulting contract.

c. The Contract (which term is intended to include Purchase Order [PO]) shall not be modified by or interpreted by reference to any course of dealing or usage of trade and shall not be modified by any course of performance. No modification of the Contract shall be effective unless in writing signed by the party to be charged with the modification. No modification shall bind Nasco Aerospace and Electronics unless signed by an authorized Nasco Aerospace and Electronics Purchasing Representative.

d. If, in connection with this Contract, Seller is represented (directly or indirectly) by any former Nasco Aerospace and Electronics Procurement or Procurement decision-making employee, whose termination from Nasco Aerospace and Electronics is less than one (1) year prior to the date of this Contract; then this Contract is voidable in the sole discretion of Nasco Aerospace and Electronics.

e. All documentation, notices, and oral communications concerning this Purchase Order/Contract shall use the English language. In the event that English communications are translated into another language for Seller's convenience, the meaning conveyed by the English version of the communication shall govern this Purchase Order/Contract and the Parties' performance thereunder.

2. INSPECTION, ACCEPTANCE, AND REJECTION

a. All goods (which term throughout this Contract includes, without limitation, processes, technical information, computer software, raw materials, components, intermediate assemblies, end products and, where applicable, services to be performed hereunder) shall be subject to inspection and test at all times and places, including the period of manufacture, by Nasco

Aerospace and Electronics, and also the Government if this is an order that is placed under a Government contract. Inspectors shall have access to all areas on the premises of the Seller or of Seller's subcontractors in which work on this Contract is being performed. If this Contract calls for the delivery of goods for installation on aircraft, the right of inspection and test shall extend to representatives of the Federal Aviation Administration, and, if nondomestic, equivalent Foreign Government Agencies.

b. Seller and Seller's subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost. Seller shall furnish to inspectors all information and data as may be reasonably required to perform their inspection. All goods to be delivered hereunder shall be subject to final inspection, test and acceptance by Nasco Aerospace and Electronics at destination, notwithstanding any payment or inspection at source. Nasco Aerospace and Electronics shall accept or give notice of rejection of goods delivered hereunder within a reasonable time after receipt of such goods. Acceptance by Nasco Aerospace and Electronics shall not waive any rights that Nasco Aerospace and Electronics might otherwise have at law or by express reservation in this Contract with respect to any nonconformity.

c. Any tender of goods which is nonconforming as to the quality or quantity or the delivery schedule shall constitute a breach of this Contract and Nasco Aerospace and Electronics shall have the absolute right to reject such goods, in whole or in part, and notify Seller thereof. In the event of such a tender, Nasco Aerospace and Electronics shall be entitled to all remedies as provided by law, and in addition thereto shall have the right to do any or all of the following: (1) to hold such nonconforming goods for a reasonable period at Seller's risk and expense pending a determination to accept or reject any or all thereof; (2) to return such nonconforming goods to Seller at Nasco Aerospace and Electronics's and at Seller's risk and expense for replacement or correction; (3) to accept such nonconforming goods subject to an equitable price reduction; (4) to replace or correct such nonconforming goods and charge to Seller the cost occasioned to Nasco Aerospace and Electronics thereby; (5) to recover by offset or otherwise any and all expenses, costs, price reductions, and damages paid, incurred, or suffered by Nasco Aerospace and Electronics as a result of such holding, return, replacement, correction, reductions, or rejections of nonconforming goods.

3. QUALITY CONTROL AND CONTRACTUAL COMPLIANCE

a. Seller shall provide and maintain a quality control system acceptable to Nasco Aerospace and Electronics for the items purchased under this Contract, and Seller shall permit Nasco Aerospace and Electronics to review procedures, practices, processes and related documents to determine such acceptability. It is Nasco Aerospace and Electronics's policy to survey all sellers periodically to ascertain compliance with NASCO AEROSPACE AND ELECTRONICS is a trademark of Nasco Aerospace and Electronics Management Company Nasco Aerospace and Electronics and U.S. Government requirements which have been made part of this Contract. Seller agrees to provide access to its premises for, and to cooperate with, Nasco Aerospace and Electronics in the conduct of those surveys.

b. It shall be Seller's continuing obligation subsequent to delivery of goods for installation on aircraft to advise Nasco Aerospace and Electronics Purchasing Representative in the event that Seller discovers any quality deficiency in the delivered goods with respect to approved specifications. Seller must provide written notice within twenty- four (24) hours of discovery.

4. WARRANTY

a. Inspection and acceptance of any goods by Nasco Aerospace and Electronics shall not be deemed to alter or affect the obligations of Seller or the rights of Nasco Aerospace and Electronics under the warranties herein or as may be provided by law.

b. Seller warrants that all goods furnished hereunder will conform to the requirements of this Contract (including all descriptions, specifications and drawings made a part of this Contract), will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by Nasco Aerospace and Electronics, free from defects in design. Nasco Aerospace and Electronics's approval of designs or specifications furnished by Seller shall not relieve Seller of its obligations under this warranty.

c. In addition to its other remedies, Nasco Aerospace and Electronics may, at Seller's expense, require prompt correction or replacement of any goods failing to meet Seller's warranties herein. Goods corrected or replaced by Seller shall be subject to all of the provisions of this Contract in the manner and to the extent as goods originally furnished hereunder.

d. All warranties, including special warranties specified elsewhere herein, shall inure to Nasco Aerospace and Electronics, its successors, assigns, customers and users of its products.

5. DELIVERY

a. Seller shall strictly adhere to the delivery and completion schedules specified in this Contract. If, at any time, Seller believes it may be unable to comply with the delivery or completion schedules, Seller shall immediately notify Nasco Aerospace and Electronics's Purchasing Representative in writing of the probable length of any anticipated delay and the reasons for it, and shall continue to notify Nasco Aerospace and Electronics's Purchasing Representative of any material change in the situation. In the event of such notification or of an actual failure by Seller to comply with the delivery or completion schedules, Nasco Aerospace and Electronics may, in addition to all other remedies, require Seller, at Seller's expense, to ship goods via air freight or expedited routing to avoid or minimize delay.

b. In the event of early delivery, Nasco Aerospace and Electronics may store goods at Seller's expense, unless delivery in advance of the contractual commitment date is expressly authorized within this Contract.

c. The quantities specified for delivery on this Purchase Order/contract are the only quantities required by Nasco Aerospace and Electronics. Therefore, if Seller delivers quantities in excess of those specified in this Purchase Order/contract, Nasco Aerospace and Electronics shall not be required to make any payment for the excess goods and, at Nasco Aerospace and Electronics's election, may keep or return the excess goods at Seller's risk and expense.

d. Seller shall provide bar coded shipping labels, as specified in this Purchase Order/Contract, on all unit loads and transport packages shipped to Nasco Aerospace and Electronics hereunder.

6. CHANGES

Nasco Aerospace and Electronics may, at any time, exclusively in a writing signed by its authorized Purchasing Representative, and without notice to sureties, make changes with the general scope of this Contract which affect the drawings, designs, or specifications of goods being specially manufactured for Nasco Aerospace and Electronics; (b) method of shipment or packing; (c) place of delivery; or (d) delivery schedules. If any such change causes an increase or

decrease in the cost of, or the time required for, performance of this Contract, an equitable adjustment shall be made in the contract price or delivery schedule or both, and the Contract shall be modified in writing accordingly. Any claim by Seller for adjustment under this Article must be asserted in writing to Nasco Aerospace and Electronics's Purchasing Representative not later than thirty (30) days after the date of receipt by Seller of the written change authorization, or within such extension as Nasco Aerospace and Electronics may grant in writing. Nasco Aerospace and Electronics may, in its sole discretion, consider any such claim regardless of when asserted. Such claim shall be in the form of a complete change proposal fully supported by factual information. Pending any such adjustment, Seller will diligently proceed with the Contract as modified. Where the cost of property made excess or obsolete as a result of a change is included in Seller's claim for adjustment, Nasco Aerospace and Electronics shall have the right to direct the manner of disposition of such property. Nasco Aerospace and Electronics shall have the right to examine any of Seller's pertinent books and records for the purpose of verifying Seller's claim.

7. Force Majeure Nasco Aerospace and Electronics shall not be liable for any failure to perform its obligations under this Agreement resulting directly or indirectly from or contributed to by any acts of God, acts of Buyer, acts of civil or military authority, priorities, fire, strikes or other labor disputes, accidents, floods, epidemics, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond Nasco's reasonable control.

8. INVOICE AND PAYMENT

a. For each shipment of goods Seller shall submit an original invoice marked "original" and one copy marked "copy" to the appropriate Nasco's Accounts Payable Department. The prices set forth in this order includes all **taxes, tariffs**, levies and similar charges except for sales and use taxes. All sales and use taxes must be separately itemized. Purchase Order Number must appear on all shipping documents, invoices, quality certifications, and packing sheets.

b. Determination of payment due date, whether under net or discount terms, will be based on the latest of (1) the date goods are received or services are completed; (2) the date goods are scheduled to be shipped/received or services are scheduled for completion under the Contract; or (3) the date an accurate invoice is received. Unless early delivery of goods or services is expressly authorized by the Nasco's Purchasing Representative, payment for goods or services received in advance of the contractual commitment date shall not be made prior to the contractual commitment date. **c.** Payment will be deemed to have been made when deposited in the mail.

9. EXCLUSIVITY OF REMEDY, LIMITATION OF LIABILITY and Governing law In the event Buyer claims that Nasco has breached any of its obligations under this Agreement, Nasco may request the return of the products and tender to the Buyer the purchase price therefore paid by Buyer and, in such event, NASCO AEROSPACE AND ELECTRONICS shall have no further obligations under this Agreement except to refund such purchase price upon redelivery of the products. If NASCO AEROSPACE AND ELECTRONICS so requests the return of the products, the products shall be redelivered to NASCO AEROSPACE AND ELECTRONICS in accordance with NASCO AEROSPACE AND ELECTRONICS's instructions at NASCO AEROSPACE AND ELECTRONICS's expense. THE

REMEDIES PROVIDED FOR IN THIS PARAGRAPH SHALL CONSTITUTE THE SOLE RECOURSE OF BUYER AGAINST NASCO AEROSPACE AND ELECTRONICS FOR CLAIMS RELATING TO THE SALE OR USE OF PRODUCTS, WHETHER THE CLAIM IS MADE IN TORT OR IN CONTRACT, INCLUDING CLAIMS BASED ON WARRANTY, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHERWISE. IN NO EVENT SHALL NASCO AEROSPACE AND ELECTRONICS BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL DAMAGES, ANY DAMAGE TO AIRCRAFT, or LOSS OF USE. NOR SHALL NASCO AEROSPACE AND ELECTRONICS'S LIABILITY FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS EXCEED THE PURCHASE PRICE OF THE PRODUCT. This Agreement is performed in Pinellas County, Florida and shall be governed by laws of the State of Florida without regard for its conflict of laws rules and specifically excludes the U.N. Convention on Contracts for the International Sale of Goods. No action for breach of this Agreement or any covenant or warranty arising under this Agreement, shall be brought more than one year after the cause of action has occurred. Buyer agrees that any legal action or proceeding by Buyer against Nasco Aerospace and Electronics with respect to this Agreement will be brought in a court of competent jurisdiction located in Pinellas county St. Petersburg Florida.