

**DynAmp, LLC**  
**Purchase Order**  
**TERMS AND CONDITIONS**

The DynAmp, LLC Purchase Order No. shall appear on all crates, boxes, packing lists, invoices, and other correspondence relating to the purchase order. Each carton in a multi-carton shipment shall be identified as belonging to that shipment, e.g. 1 of 2 and 2 of 2.

*DynAmp, LLC and its customers reserve the right for on-site verification of product for conformance to specified requirements.*

*Where applicable, DynAmp, LLC will specify verification arrangements and method of product release.*

**ALL TERMS AND CONDITIONS INCONSISTENT WITH OR DIFFERENT FROM THE TERMS AND CONDITIONS CONTAINED HEREIN ARE EXCLUDED.**

1. **Acceptance.** The seller to which this Purchase Order is addressed ("Seller") shall be deemed to accept this Purchase Order and any amendments hereto by: (a) providing order Acknowledgement ("Buyer"); (b) starting to produce or deliver the products or services listed on this Purchase Order (the "Goods"); (c) accepting any payment from Buyer; or (d) any other event constituting acceptance under applicable law.

2. **Governing Provisions.** The Terms and Conditions of this Purchase Order shall govern the parties' duties, obligations, and relationship with respect to Buyer's purchase, acceptance and use of the Goods. NO UNDERSTANDINGS OR AGREEMENTS THAT ARE INCONSISTENT WITH, DIFFER FROM, MODIFY OR ADD TO THESE TERMS AND CONDITIONS, EXCEPT ADDITIONAL WARRANTIES FROM SELLER, SHALL BIND BUYER, REGARDLESS OF WHETHER SUCH UNDERSTANDINGS OR AGREEMENTS WOULD MATERIALLY ALTER THESE TERMS AND CONDITIONS. **BUYER'S AGREEMENT TO PURCHASE THE GOODS AND CONTRACT FORMATION ARE EXPRESSLY CONDITIONED ON SELLER'S ASSENT TO ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN.**

3. **Termination.** Buyer may terminate this Purchase Order, at any time, for its convenience and in whole or in part, by any reasonable manner, including, but not limited to, oral notice, written correspondence, facsimile, electronic mail or telegraph. If Buyer terminates this Purchase Order for its convenience, Seller's sole claim shall be for the costs it reasonably incurred in the performance of this Purchase Order prior to such termination.

4. **Delays.** Time is of the essence with respect to delivery of the Goods. Buyer reserves the right to cancel this Purchase Order, without liability to Seller, if Seller does not deliver Goods by the established delivery dates. Seller shall not deliver the Goods prior to the established delivery dates or in excess of the quantities ordered except when authorized in writing by buyer. Buyer shall not be bound to pay for such Goods and such Goods will be held at Seller's risk. Buyer may, and at Seller's direction shall, return such Goods to Seller at Seller's risk and expense.

5. **Acceptance by Buyer.** Buyer's acceptance of or payment for the Goods or any other action or inaction shall neither (a) relieve Seller from any of its obligations and warranties hereunder or under applicable law nor (b) constitute a waiver of Buyer's rights and claims hereunder or under applicable law.

6. **Rejection.** All Goods purchased hereunder are subject to Buyer's inspection upon arrival at designated shipping points. Buyer shall have the right to reject all Goods delivered to it by Seller if any of such Goods do not meet the quality standards furnished or adopted by Buyer. If Buyer rejects any Goods, Seller shall, within five working days from the date of rejection, replace such Goods. Seller shall bear the risk of in-transit loss and damage for replacement Goods and bear all shipping costs. These remedies shall not be deemed exclusive of any other remedy available to Buyer.

7. **Warranty.** Seller expressly warrants that the Goods and all material and work covered by this Purchase Order will (a) conform to the specifications, drawings, samples or other descriptions furnished or adopted by Buyer, (b) meet or exceed the quality standards furnished or adopted by Buyer, (c) be free from defects, and (d) if the Goods are not ordered to Buyer's specifications, be merchantable, fit and sufficient for the specific purposes intended.

8. **Counterfeit Materials.** Counterfeit materials are not permitted. Counterfeit materials are defined as goods or components of goods that are an unauthorized or unapproved copy or substitute. If Seller becomes aware that it has furnished Counterfeit Materials to DynAmp, Seller shall within thirty (30) days from discovery, notify DynAmp and replace, at Seller's expense, such Counterfeit Materials with DynAmp-approved goods that conform to the requirements of this purchase order and Seller is responsible for all related cost.

9. **Environmental.** Vendor shall maintain compliance with all applicable environmental laws and regulations and is encouraged to implement or maintain an environmental management system in line with ISO 14001 standards. Vendor agrees to take reasonable steps to minimize environmental impact in its operations, including resource efficiency, waste reduction, and pollution prevention.

10. **Conflict Minerals.** Vendor warrants that any products supplied under this Agreement do not contain tin, tungsten, tantalum, or gold (3TG) sourced from conflict-affected regions, unless those materials are from smelters or refiners verified as conflict-free by a recognized third-party audit program. Vendor agrees to conduct due diligence on its supply chain, provide sourcing information upon

request, and flow down these requirements to its suppliers.

11. **Human Rights.** Vendor shall conduct its business in a manner consistent with internationally recognized human rights standards, including those outlined in the United Nations Guiding Principles on Business and Human Rights. Vendor shall not engage in, support, or tolerate the use of forced labor, child labor, human trafficking, or any form of abuse or discrimination in its operations or supply chain. Vendor agrees to take reasonable steps to ensure compliance throughout its own suppliers and subcontractors.

12. **Breach of Warranty.** If Seller breaches any of its warranties, including its express warranties and its implied warranties of merchantability and fitness for Buyer's specific purpose, Seller shall be liable for all damages incurred by Buyer, including, without limitation, the purchase price of the Goods, delivery costs, replacement and cover costs, lost profits, consequential and incidental damages and lost employee and executive time expended on behalf of Buyer in attempting to make the Goods perform as warranted. Seller explicitly acknowledges that, if the Seller's breach causes Buyer to deliver products to its customers either late or below Buyer's standards, Buyer will incur lost profits and other damages for which Seller is liable. These remedies shall not be deemed exclusive of any other remedy available to Buyer.

13. **Release and Indemnification.** Seller hereby releases and agrees to promptly defend, indemnify and hold Buyer and its affiliated corporations, owners, directors, officers, employees, customers, successors and assigns (in this section 9, collectively "Buyer") harmless from and against all liabilities, losses, damages, claims, court costs, attorneys' fees and other expenses arising from any loss, damage or injury (including death) to any person or property in any way relating to the Goods, including, without limitation, (a) any alleged defects in the Goods, (b) any inadequate warnings or instructions, (c) the alleged violation of any statute, ordinance or other law, order, rule or regulation, (d) any alleged patent, trademark or copyright infringement, or (e) any alleged unfair competition resulting from similarity of design, trademark, use or appearance of the Goods. The provisions of this section 9 shall be effective whether or not such loss, damage or injury was proximately caused by the sole or partial negligent acts or omissions of Buyer. Buyer, at its option, may be represented by and actively participate through its own counsel in any such suit or proceeding, and Seller shall pay the costs of such representation and participation. These remedies shall not be deemed exclusive of any other remedy available to Buyer.

14. **ASSIGNMENT.** NEITHER PARTY SHALL ASSIGN OR TRANSFER THIS PURCHASE ORDER OR ANY INTEREST HEREIN WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER PARTY; PROVIDED, HOWEVER, THAT BUYER MAY ASSIGN, WITHOUT SELLER'S CONSENT, THIS PURCHASE ORDER AND ITS INTEREST HEREIN TO ANY AFFILIATE OR TO ANY ENTITY SUCCEEDING TO BUYER'S BUSINESS.

15. **Governing Law.** The internal laws of the State of Ohio shall govern the rights and liabilities of Buyer and Seller under this Purchase Order.

16. **Miscellaneous.** Buyer reserves the right to correct clerical or similar errors relating to any terms and conditions of this Purchase Order. Invalidity or unenforceability of any term or condition of this Purchase Order shall not affect the validity or enforceability of the remainder of this Purchase Order. Failure of either party to insist, in any one or more instances, upon performance of any term, covenant or condition of this Purchase Order shall not be construed as a waiver or relinquishment of any right granted hereunder or of the future performance of such term, covenant or condition.

17. **ENTIRE AGREEMENT.** THIS PURCHASE ORDER, AND ANY DOCUMENTS REFERRED TO HEREIN OR ON THE FACE HEREOF, OR ISSUED TO THE SELLER BY THE BUYER CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES.