



## AMT Senior Aerospace: General Terms and Conditions of Purchase GTC-04-24-2020

1. **CONTRACT FORMATION** - These General Terms and Conditions of Purchase ("Terms and Conditions") apply to orders by Senior Operations LLC, AMT division ("Buyer") for parts, articles, materials, drawings, or other products and/or services ("Goods") supplied by Seller ("Seller"). Buyer and Seller may be referred to jointly as "Parties" hereto. **SELLER'S ACCEPTANCE OF ANY PURCHASE ORDER ISSUED BY BUYER IS EXPRESSLY MADE CONDITIONAL ON SELLER'S ASSENT TO THESE TERMS AND CONDITIONS AND BUYER HEREBY OBJECTS TO ANY ADDITIONAL OR DIFFERENT TERMS IN ANY RESPONSE TO THIS OFFER.** The parties intend that these Terms and Conditions, together with the description of Goods, other information and documents which are referenced on Buyer's Purchase Order ("Order"), constitute the final, complete, exclusive and fully integrated terms of the contract. Any other prior or contemporaneous agreements, oral or written, are hereby negated. Any modification or waiver of these Terms and Conditions, whether evidenced by language or conduct, shall be null and void unless they are evidenced by a writing signed by an authorized representative of Buyer. Buyer hereby rejects all pre-printed terms and conditions proposed by Seller in any quotation issued by Seller, even if there is a reference in an Order issued by Buyer to Seller's quotation or other form related to the Goods. **Seller's written acknowledgment of an Order, commencement of work on the Goods, or delivery of any Goods hereunder will constitute its unconditional acceptance of these Terms and Conditions.**
2. **INVOICING; PAYMENT** – A separate original invoice is required for each shipment under this Order. Buyer will pay for the Goods within sixty (60) days after the later of the date of Buyer's receipt of the applicable invoice or the date acceptable Goods are received by Buyer (but not earlier than the specified delivery date), unless a different term has been agreed upon in writing. Should the above terms of payment not match payment terms required by Buyer's end customer, Buyer reserves the right to modify its payment terms with the Seller upon written notice to Seller. Seller agrees to comply with all invoicing instructions of Buyer.
3. **ORDER CHANGES** – Buyer may at any time, by written notice to Seller, make changes in the drawings, specifications, quantities, delivery schedules and shipping instructions under this Order. If any such change increases or decreases the cost of performing or the time required for performance of this Order, an equitable adjustment in prices and /or schedules will be considered by Buyer provided that any claim by Seller for such adjustment is presented in writing with supporting documentation to Buyer within three (3) business days from the date of Buyer's notice to Seller of such change. No changes whatsoever will be initiated by Seller without Buyer's written approval.
4. **TAXES** – Prices stated include all taxes directly applicable to the Goods unless otherwise specified. Notwithstanding the foregoing, Buyer will only be liable for such federal, state and local taxes that Seller is required by law to collect.
5. **PACKING AND CRATING GOODS FOR DELIVERY** – Goods will be suitably prepared for shipment to secure the lowest transportation rates (unless a premium method is specified on the face hereof) and will comply with all carrier regulations. No charges are allowed for packing, crating, freight express, or cartage unless authorized by Buyer
6. **ROUTING; RISK OF LOSS; EXCESS SHIPMENTS AND DELAYS** – Time is of the essence in the performance of this Order by Seller. Delivery must occur within the time stated on the Order or otherwise specified by Buyer. If shipment is delayed for any cause, Seller must notify Buyer promptly and ship Goods in an expedited manner at Seller's expense. Buyer may select mode of transportation, routing of, and carrier for the Goods. Except as otherwise agreed to by the Parties, title to and risk of any loss or damage to the Goods shall pass based upon Incoterm DAP (Delivered At Place) to AMT's plants as directed by the Order. Buyer's weight and count are conclusive, and Buyer will have no liability for payment for Goods delivered in excess of the quantity ordered. Excess Goods may be returned to Seller at Seller's expense. If, prior to time for delivery of the Goods, Seller has reason to believe that it will be unable to meet its delivery schedule, Seller will immediately notify Buyer in writing, will indicate the cause of delay and will use its best efforts to cure the anticipated delay. Upon receipt of notice of the anticipated delay or upon occurrence of an actual delay, Buyer may, in addition to any other remedies available to Buyer (i) direct expedited routing of Goods, with excess costs paid by Seller, or (ii) cancel the Order and purchase substitute Goods elsewhere with resulting excess costs and expenses paid by Seller. Seller shall not deliver Goods more than three (3) days prior to the delivery schedule.
7. **INSPECTION OF GOODS; REJECTION OF GOODS AND REVOCATION OF ACCEPTANCE** – Buyer, its customer, and/or regulatory agencies will have the right but not the obligation to inspect the Goods before paying for or accepting them. Where a specification number is noted for Goods, Seller must supply a report signed by an authorized official of Seller confirming manufacturing of Goods to the specification and such report must accompany Goods upon delivery. This report must bear the Buyer's Order number and description of the Goods shipped. Seller shall furnish Defense Federal Acquisition Regulation Supplement (DFARS) complaint raw materials in accordance with applicable current regulations issued by the United States Department of Defense. Seller shall bear the full responsibility of inspecting the Goods to ensure that the Goods meet all requirements of Buyer at Seller's facility prior to shipping Goods to Buyer. Buyer's action in paying for or accepting any Goods will not constitute a waiver of any rights or remedies of Buyer, including Buyer's right to revoke acceptance and return any part of the Goods or the right to make a claim for damages because of the failure of

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the Goods to conform to this Order. For all non-conforming Goods, Seller will provide Buyer, at Buyer's election, a full refund or replacement of the Goods, at Seller's risk and expense, including transportation costs both ways. Buyer may, at its option, purchase substitute Goods in lieu of non-conforming Goods, and Seller will be liable for the difference in cost, less expense saved by Buyer. Buyer's rights herein will be in addition to all other rights of Buyer under applicable law.

8. **CERTIFICATE OF DESTRUCTION** – Goods dispositioned for scrap shall be conspicuously and permanently marked, or positively controlled, until physically rendered unusable. Seller and its sub-tier suppliers responsible for scrapping Goods for whatever reasons shall provide a valid certificate of destruction to Buyer.
9. **QUALITY; WARRANTIES** – Seller shall provide and maintain a quality system subject to approval by the Buyer. Implementation of this system shall be to the extent appropriate to the Goods. The Seller shall notify Buyer of any change in the location of Seller's facility. Seller warrants that all Goods delivered will strictly conform to the Order and all applicable specifications, quality documents and drawings; will be of good design, material, and workmanship; will be free of defects; will be merchantable and fit for their intended purpose; and will meet all applicable industrial and governmental safety standards. Seller further warrants that Seller will have title to and the right to sell such Goods at the time of delivery, and that all such Goods will be new (unless otherwise specified in this Order) at the time of delivery. Seller will also transfer to Buyer the warranties on Goods and services incorporated into Goods all of which shall be in addition to the warranties set forth above. Seller warrants that all services will be performed in a professional manner and in accordance with the highest industry standards. All warranties will survive any inspections, delivery, acceptance or payment by Buyer, and will run to Buyer, its successors, assigns, customers and users of Goods. Seller will repair or replace, without cost to Buyer, all defective or nonconforming Goods, and pay for all other resulting damage, loss or claims arising out of defective or nonconforming Goods. Seller's warranties with respect to repaired or replaced Goods will be the same as the warranties given with respect to the original Goods. No approval of Seller's designs, drawings, samples, test results, procedures, processes, schedules or other items by Buyer under this Order will in any way limit or diminish Seller's warranties hereunder. All remedies set forth herein are in addition to remedies available to Buyer at law or in equity.
10. **INDEMNIFICATION** – Seller agrees to defend, indemnify and hold Buyer and its affiliates, and Buyer's and its affiliates' officers, directors, employees, representatives, and agents (collectively, the "Indemnified Parties"), harmless of and from any claim, loss, cost, damage, settlement or judgment arising out of Seller's provision of Goods to the Indemnified Parties, the presence of Seller's employees, agents or subcontractors on the Indemnified Parties' premises, or any claim that any of Seller's employees, agents or subcontractors are employees of

Buyer. This duty to defend, indemnify and hold harmless extends to any legal claim or proceeding, whether based on contract, warranty, infringement, strict liability in tort, negligence or other legal theory, and also extends not only to third party claims but also to any loss suffered directly by the Indemnified Parties. Buyer is entitled to control Seller's defense of Buyer hereunder. Buyer's indemnification obligations shall not apply to the extent any such claim is the result of the Indemnified Parties' negligence.

11. **INSURANCE** – Seller will furnish to Buyer a certificate of insurance showing Seller has obtained insurance coverage in the following minimum amounts (or such higher minimum amounts as the Buyer may, in its sole discretion, specify in writing): (a) Worker's Compensation – statutory limits for the state or states in which the work is to be performed; (b) Employer's Liability - \$1,000,000; (c) Commercial General Liability - \$2,000,000 combined single limit per occurrence including Premises and Operations Independent Contractors, Contractual Liability and Products and Completed Operations Coverages; and (d) Automobile Liability (including owned, hired and non-owned vehicles) - \$1,000,000 combined single limit per occurrence. Such certificate will set forth the insurance company, amount of coverage, the policy numbers, and date of expiration, and will include a thirty days' notice of cancellation to Buyer clause and a waiver of subrogation rights against Buyer. Buyer must be named as an additional insured party under each of these policies with the exception of the policy covering worker's compensation liability. Such insurance coverage must be maintained by Seller at all times while it is performing work under this Order. Compliance by Seller with these insurance requirements does not affect Seller's indemnification or other liabilities under this Order.
12. **TOOLING; BUYER'S PROPERTY** –All tooling, software code, and fixturing manufactured, purchased, or created by Seller specifically for the manufacture of the Goods hereunder ("Tooling") shall be owned by Buyer and Seller hereby transfers all right, title, and interest in such Tooling, including all intellectual property rights related thereto, to Buyer. Seller will identify the Tooling as owned by Buyer, will segregate the Tooling, and will, when this Order has been completed, dispose of such Tooling only in accordance with Buyer's written instructions. Seller shall be liable for the safe keeping, maintaining, and preservation of materials, Tooling, designs, patterns, drawings, and other property of Buyer in Seller's possession and shall replace or repair without cost or expense to Buyer all such property which is lost, damaged, or destroyed while in Seller's possession.
13. **CONFIDENTIALITY** - Except as required by law (upon prior written notice to Buyer), or with Buyer's prior written consent, Seller will, at all times, keep confidential all information, drawings, specifications and data furnished by Buyer (whether in writing, electronically, orally, or visually) or derived or developed by Seller for the purpose of performing this Order (collectively, "Confidential Information"). Seller agrees to take all reasonable steps to protect the confidentiality of Buyer's

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Confidential Information. Seller will not disclose such Confidential Information, use it for its own benefit or for the benefit of any other party, copy it, or permit copies to be made without the prior written consent of Buyer. Upon termination of this Order, and, at any time upon written request, Seller will return all copies of Buyer's Confidential Information to Buyer. These confidentiality obligations do not apply to information lawfully known by Seller at the time of disclosure by Buyer or obtained by Seller from a third party entitled to disclose it, or to information that becomes public knowledge other than through disclosure by Seller. Seller will not publish or advertise the existence or nature of this Order without Buyer's prior written consent. Seller acknowledges that a breach of this Section may cause irreparable harm and money damages would not be a sufficient remedy and that Buyer may seek injunctive relief in addition to other remedies available at law or equity. Seller's obligations under this Section shall survive termination or completion of an Order.

- 14. CANCELLATION** – This Order may be cancelled by Buyer at any time in whole or in part by written notification to Seller. Seller will immediately cease performance under this Order upon receipt of notification of cancellation (unless otherwise specified by Buyer). Seller must submit a cancellation statement to Buyer detailing all of Seller's costs as a result of the Order cancellation no later than 30 days after the effective date of cancellation. Any reimbursement to Seller for costs which are the result of the cancellation must be mutually agreed upon and will not exceed (i) the contract price for completed Goods accepted by Buyer and not previously paid for; and (ii) the actual costs incurred by Seller directly in connection with the cancelled Goods that were within lead time at the effective date of cancellation. In no event will Buyer be responsible for any loss of profit or for payment for any work that is or may be rejected upon inspection or does not conform to Buyer's specifications or Order requirements.
- 15. TERMINATION FOR CAUSE** - Buyer may terminate an Order or any part thereof by written notice of default to Seller under any of the following circumstances: (1) If Seller fails to comply with any dates specified for delivery of Goods; (2) If Seller fails to comply with other provisions of the Order, or so fails to make progress as to endanger performance of the Order in accordance with its terms; and (3) If Seller becomes insolvent, or makes a general assignment for the benefit of creditors, or files or has filed against it a petition of bankruptcy or for reorganization, or pursues any other remedy under any other law relating to the relief for debtors, or in the event a receiver is appointed for Seller's property or business. In the event of such termination, Buyer may purchase or manufacture similar supplies and/or require Seller to transfer title and deliver to Buyer to any and all property produced or procured by Seller related to the Order, and Seller shall be liable to Buyer for any excess cost to Buyer. Any termination by Buyer, whether for default, or otherwise, shall be without prejudice to any claims for damages or other rights of Buyer against Seller. Seller shall continue performance of the Order to the extent not terminated. If, after notice of termination of the Order under the provisions of this Section, it is determined for any reason that the Seller was not in default, the rights and obligations of the parties shall be the same as if the cancellation had occurred pursuant to Section 14 (Cancellation).
- 16. END OF LIFE** – In the event Seller intends to replace or discontinue the manufacture of a Good, Seller will give Buyer at least six (6) months prior written notice and accept additional Orders for such Good until the end of the 6-month notice period. Seller may not discontinue manufacture of a Good until all outstanding Orders for such Good have been filled.
- 17. COMPLIANCE WITH LAWS; U.S. EXPORT CONTROLS** – In performing work under this Order, Seller and its subcontractors will comply with all applicable federal, state, and local laws and the rules and regulations of any governmental authority. This includes strict compliance with all applicable export control laws and regulations of the United States and all applicable trade regulations under U.S., foreign or other relevant jurisdictions. Buyer reserves the right to cancel any order without penalty or liability to Buyer in the event Seller's performance under this Order does not comply with such laws, rules and regulations. Seller will defend, indemnify and hold Buyer harmless for any such non-compliance by Seller or its subcontractors.
- 18. SUPPLEMENTAL TERMS AND CONDITIONS; MANDATORY FLOW DOWNS** – If the Order or any Long Term Agreement ("LTA") references any supplemental terms and conditions, including but not limited to Supplemental Terms and Conditions (Government Contracts), or Supplemental Terms and Conditions (Mandatory Flowdowns), such supplemental terms and conditions will be part of the Order for the Goods and will be provided to Seller upon request. Seller shall flow down all supplemental terms to its sub-tier suppliers.
- 19. ORDER OF PRECEDENCE** - In the event the Parties have executed an LTA, these Terms and Conditions shall also apply to the LTA. In the event of any conflict between the LTA, these Terms and Conditions, and any supplemental terms, the order of precedence shall be as follows: (i) LTA; (ii) Supplemental Terms (Government Contracts); (iii) Supplemental Terms (Mandatory Flowdowns); (iv) any other supplemental terms referenced in the Order; and (v) these Terms and Conditions.
- 20. INDEPENDENT CONTRACTOR** – Seller is and shall remain an independent contractor. No employee, agent, or representative of Seller or its subcontractors shall be deemed to be an employee of Buyer.
- 21. ASSIGNMENT; SUBCONTRACTING** – Seller may not assign its rights or obligations under this Order either voluntarily or by operation of law without the prior written consent of Buyer. Seller may not subcontract all or any substantial part of this Order without the prior written consent of Buyer. Any consent of Buyer will not relieve Seller of its contractual obligations

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under this Order.

convenience of Buyer, its customer, and/or regulatory agencies.

- 22. GOVERNMENT ORDERS AND REGULATIONS** – If the Goods covered by this Order are for a U.S. government contract or subcontract, Seller agrees to permit any inquiry by government officials and their authorized representatives into the cost and/or profits to the Seller through fulfillment of this Order to the extent authorized under the applicable contract or subcontract. Seller shall defend, indemnify, and hold harmless the Indemnified Parties of and from any costs, fines or other liabilities imposed as a result of such investigation.
- 23. PERFORMANCE**– In the event that Seller alleges a breach of this Order or another Order by Buyer, Seller shall continue its performance under this Order until such allegation is resolved.
- 24. GOVERNING LAW** - This Order shall be governed by the laws of the State of Washington without reference to the choice of laws provision thereof. This Order excludes the application of the United Nations Convention on Contracts for the International Sale of Goods. Seller hereby irrevocably consents to and submits itself exclusively to the jurisdiction of the applicable courts of King County Washington and the federal courts of Washington State for the purpose of any suit, action or other judicial proceeding arising out of or connected with any Order or the performance or subject matter thereof, unless Buyer, in its sole discretion, determines to bring a claim in another court of competent jurisdiction. Seller hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any such suit, action, or proceeding, any claim that (a) Seller is not personally subject to the jurisdiction of the above-named courts, (b) the suit, action or proceeding is brought in an inconvenient forum or (c) the venue of the suit, action or proceeding is improper.
- 25. CUMULATIVE REMEDIES; SET-OFF RIGHTS** – All Buyer's rights and remedies under this Order or at law are cumulative and non-exclusive. Payment to Seller under this Order is subject to set-off or recoupment for any present or future claims that Buyer or its affiliates may have against Seller or its affiliates.
- 26. LIMITATION OF BUYER'S LIABILITY** – IN NO EVENT WILL BUYER BE LIABLE TO SELLER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE LEGAL THEORY ON WHICH ANY LIABILITY CLAIM IS MADE. In no event will Buyer's liability to Seller exceed the amount due under the applicable Order for the Goods.
- 27. RIGHT OF ENTRY** – During the performance of this Order, Buyer, its customer, and/or regulatory agencies, have the right of entry to determine and verify product quality, records and material at any place, including the plant of the Seller or of the Seller's subcontractors. Seller shall provide, at no additional cost, reasonable facilities and assistance for the safety and
- 28. ENVIRONMENTAL POLICY** – Buyer is committed to managing its operations in a manner that is environmentally responsible, and that protects the current and future environmental interest of the community within which it operates, as described in Buyer's environmental, health and safety policies and procedures. Towards that end the Seller warrants that Seller will:
- (1) Maintain compliance with all federal, state and local environmental laws and regulations;
  - (2) Seek to eliminate and/or reduce environmental pollution that may be attributed to the Seller's operation;
  - (3) Maintain an environment, health, and safety management system ("EMS") appropriate for its business throughout the performance of this Order.
- Seller shall convey the requirements of this clause to its suppliers.
- 29. CODE OF BASIC WORKING CONDITIONS AND HUMAN RIGHTS** - Buyer is committed to providing a safe and secure working environment and the protection and advancement of basic human rights in its operations. Any material violation by Seller of applicable laws relating to basic working conditions and human rights, including laws regarding slavery and human trafficking, of the countries in which Seller is performing work under this Order may be considered a material breach of this Order for which Buyer may elect to cancel any open Orders between Buyer and Seller, for cause, in accordance with the provisions of this Order, or exercise any other right of Buyer for breach of this Order. Seller shall include the substance of this clause, including this flow down requirement, in all subcontracts awarded by Seller for work under this Order.
- 30. CODE OF CONDUCT** – Seller will comply with the provisions of the Buyer's Code of Conduct which can be found on Buyer's website at <https://www.amtnw.com/supply-chain>.
- 31. HAZARDOUS MATERIALS** - Seller will properly classify, describe, package, mark, label and provide Material Safety Data Sheets for the Goods and pack and ship them in compliance with any applicable hazardous materials laws, regulations, ordinances and orders.
- 32. TRADE CREDITS, COUNTRY OF ORIGIN** - All trade credits, export credits, customs drawbacks, tax and fee rebates and the like will belong to Buyer. Seller will cooperate with Buyer in obtaining these benefits and credits. Seller will furnish Buyer and its designees with such documentation establishing the country of origin and value of the Goods as Buyer may request, including, as applicable, affidavits of manufacture and NAFTA certificates of origin.
- 33. PUBLICITY** - Without Buyer's prior written approval, Seller shall not, and shall require that its subcontractors or suppliers shall not, release any publicity, advertisement, news release or

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denial or confirmation of the same, regarding any Order, Goods, or the program to which they may pertain. Seller shall be liable to Buyer for any breach of such obligation by any subcontractor or supplier.

- 34. INDUSTRY SPECIFICATIONS AND STANDARDS** – For all military, federal and industry specifications and standards, the Seller shall comply with the revision in affect at the time the Buyer's Order is issued. Buyer reserves the right to request a different revision, in such instance the requested revision will be specified on the Order.
- 35. EQUAL EMPLOYMENT OPPORTUNITY** – The Seller and Seller's subcontractors shall abide by the requirements of 41 CFR §§ 60-300.5(a), 60-1.4(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment qualified individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status. In addition, Seller's subcontractors are required to inform employees of their rights under the National Labor Relations Act (NLRA), the primary law governing relations between unions and employers in the private sector. See 29 CFR Part 471, Appendix A to Subpart A. The notice, prescribed in the Department of Labor's regulations, informs employees of Federal contractors and subcontractors of their rights under the NLRA to organize and bargain collectively with their employers and to engage in other protected concerted activity.
- 36. Conflict Minerals** – BUYER has made various efforts to comply with Section 1502 of the D-odd-Frank Wall Street Reform and Consumer Protection Act of 2010 and the U.S Securities and Exchange Commission's August 2012 rule and regulations implementing that law (collectively, "the Conflict Minerals Requirements"). As part of these compliance efforts Seller shall perform appropriate due diligence on its Supply Chain in order to fulfill the reporting obligations. Seller is required to provide Buyer the Conflict Minerals Reporting Template no later than 30 calendar days following each calendar year in which Seller has delivered any Products to the Buyer.
- 37. ENTIRE AGREEMENT** – This Order (and any long term agreement under which this Order is issued, if one exists) constitutes the entire agreement between the Parties and with respect to the subject matter herein and therein and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the Parties. No waiver,

alteration, modification of or addition to this Order will be binding unless expressly agreed to in writing and signed by duly authorized representatives of Buyer and Seller. A wavier of any of the terms and conditions hereof will not be deemed a continuing waiver, but will apply solely to the instance to which the waiver is directed. In the event any provision of this Order is found to be invalid or unenforceable, the Parties hereby agree the court shall enforce such provision to the extent permitted by law and, to the extent such provision is not enforceable, shall enforce the remainder of an Order as if such provision were not included in the Order.