

General Provisions for Subcontracts/Purchase Orders

ACCEPTANCE OF CONTRACT/TERMS AND CONDITIONS

- (a) This Contract integrates, merges, and supersedes any prior offers, negotiations, and agreements concerning the subject matter hereof and constitutes the entire agreement between the parties.
- (b) SELLER's acknowledgment, acceptance of payment, or commencement of performance, shall constitute SELLER's unqualified acceptance of this Contract.
- (c) Unless expressly accepted in writing ATF Aerospace, additional or differing terms or conditions proposed by SELLER or included in SELLER's acknowledgment are objected to by ATF Aerospace and have no effect.

APPLICABLE LAWS

(a) This Contract and any matter arising out of or related to this Contract shall be governed by the laws of the State from which this Contract is issued by ATF Aerospace, without regard to its conflicts of law's provisions. SELLER, in the performance of this Contract, shall comply with all applicable local, state, and federal laws, orders, rules, regulations, and ordinances. SELLER shall procure all licenses/permits, pay all fees, and other required charges and shall comply with all applicable guidelines and directives of any local, state, and/or federal governmental authority. SELLER, at its expense, shall provide reasonable cooperation to ATF Aerospace in conducting any investigation regarding the nature and scope of any failure by SELLER or its personnel to comply with applicable local, state, and federal laws, orders, rules, regulations, and ordinances that may affect the performance of SELLER's obligations under this Contract.

(b) SELLER represents that each chemical substance constituting or contained in Work sold or otherwise transferred to ATF Aerospace hereunder is, as applicable, on the Toxic Substances Control Act (TSCA) Chemical Substances inventory compiled by the United States the Environmental Protection Agency pursuant to TSCA (15 U.S.C. Sec. 2607(b)) as amended and implemented in 40 CFR Part 710; and is designated as "active" pursuant to the TSCA Inventory Notification Rule (codified by amendments to 40 CFR Part 710 effective August 11, 2017).

(c) SELLER shall make available to ATF Aerospace all Safety Data Sheets for any material provided to ATF Aerospace, or brought or delivered to ATF Aerospace or its customer's premises in the performance of this Contract as required by applicable law, such as the Occupational Safety and Health Act of 1970 and regulations promulgated thereunder.

(d) Work delivered by SELLER under this Contract may be incorporated into deliverable goods for use in the European Economic Area (EEA) and subject to the European Union Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH); the Classification, Labeling and Packaging Regulation (EC) No. 1272/2008 (CLP); and the Biocidal Products Regulation (EU) 528/2012 (BPR).

(e) SELLER represents and warrants that the Work and any substances contained therein are not prohibited or restricted by, and are supplied in compliance with REACH, CLP, and BPR, and that no current requirement in REACH, CLP, or BPR prevents the sale or transport of SELLER's Work or substances in SELLER's Work in the EEA, and that all such Work and substances have been pre-registered, registered, reported, approved, and/or authorized as and to the extent required by REACH, CLP, and BPR.

(f) SELLER shall timely respond to any request from ATF Aerospace with all relevant information on the Work so that the intents of REACH, CLP, and BPR are met for communicating with downstream users (e.g., as defined in article 3(13) of REACH [any person established in the EEA using substances in the course of that person's industrial or professional activities; the definition does not include the manufacturer, importer, distributor, or consumer]), and in any case, SELLER shall provide all information necessary for ATF Aerospace and any downstream user to timely and accurately fulfill their obligations under REACH, CLP, and BPR.

(g) SELLER shall bear all costs, charges and expenses related to pre-registration, registration, evaluation, authorization, reporting, and approval under REACH, CLP, and BPR.

CHANGE IN CONTROL OF SELLER

Prior to a potential change of control of SELLER and at least ninety (90) days prior to the proposed effectiveness of such change of control, SELLER will promptly notify ATF Aerospace in writing thereof, and provide the identity of the potential new controlling party and information on such party and the transaction as ATF Aerospace may request, consistent with applicable law and confidentiality restrictions.

CHANGES

The ATF Aerospace Procurement Representative may at any time, by written notice, and without notice to sureties or assignees, make changes within the general scope of this Contract in any one or more of the following: (i) drawings, designs, or specifications; (ii) method of shipping or packing; (iii) place of inspection, acceptance, or point of delivery; and (iv) delivery schedule.

CONTRACT DIRECTION

(a) Only the ATF Aerospace Procurement Representative has authority on behalf of ATF Aerospace is to make changes to this Contract. All amendments must be identified as such in writing and executed by the parties.

(b) ATF Aerospace engineering/Quality and technical personnel may from time to time render assistance or give technical advice or discuss or effect an exchange of information with SELLER's personnel concerning the Work hereunder. No such action shall be deemed to be a change under the "Changes" clause of this Contract and shall not be the basis for equitable adjustment.

(c) Except as otherwise provided herein, all notices to be furnished by SELLER shall be in writing and sent to the ATF Aerospace Procurement Representative.

COUNTERFEIT WORK

(a) The following definitions apply to this clause:

"Counterfeit Work" means Work that is or contains unlawful or unauthorized reproductions, substitutions, or alterations that have been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used Work represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

"Suspect Counterfeit Work" means Work for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the Work part is authentic.

(b) SELLER shall not deliver Counterfeit Work or Suspect Counterfeit Work to ATF Aerospace under this Contract.

(c) SELLER shall only purchase products to be delivered or incorporated as Work to ATF Aerospace directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM Authorized distributor chain. SELLER may use another source only if (i) the foregoing sources are unavailable, (ii) SELLER's inspection and other counterfeit risk mitigation processes will be employed to ensure the authenticity of the Work, and (iii) SELLER obtains the advance written approval ATF Aerospace.

(d) SELLER shall maintain counterfeit risk mitigation processes in accordance with industry recognized standards AS5553 Fraudulent / Counterfeit Parts EEEE Parts: Avoidance Detection Mitigation and Disposition and SAE Aerospace standard AS6174 Counterfeit Material: Assurance Acquisition of authentic and Conforming Material or equivalent with any other specific requirements identified in this Contract.

(e) SELLER shall immediately notify ATF Aerospace with the pertinent facts if SELLER becomes aware that it has delivered Counterfeit Work or Suspect Counterfeit Work. When requested by ATF Aerospace, SELLER shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM. SELLER, at its expense, shall provide reasonable cooperation to ATF Aerospace in conducting any investigation regarding the delivery of Counterfeit Work or Suspect Counterfeit Work under this Contract.

(f) This clause applies in addition to and is not altered, changed, or superseded by any quality provision, specification, statement of work, regulatory flow down, or other provision included in this Contract addressing the authenticity of Work.

(g) In the event that Work delivered under this Contract constitutes or includes Counterfeit Work, SELLER shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Contract. Notwithstanding any other provision in this Contract, SELLER shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation ATF Aerospace costs of removing Counterfeit Work, of installing replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies ATF Aerospace may have at law, equity or under other provisions of this Contract.

(h) SELLER shall include paragraphs (a) through (f) and this paragraph (h) of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Work to ATF Aerospace.

CONFLICT MINERALS

Seller shall conduct and require due diligence throughout its supply chain to prevent use of Conflict Minerals, which include gold (Au), tantalum (Ta), tungsten (W) and tin (Sn) sourced from areas identified as conflict regions, including the Democratic Republic of the Congo (DRC) and Central Africa. Seller shall use due diligence protocols, standards, and procedures that meet or exceed the reasonable country of origin inquiry described in Securities and Exchange Commission rules and the relevant best practices developed by industry, and which allow Buyer to submit accurate Conflict Mineral reports to the Government and other entities. If Seller's part or product is included in Buyer's product, Seller shall annually complete a Conflict Minerals Disclosure Form. Failure to

submit this form to Buyer when requested may result in the termination of this Agreement or any Order and prevent Buyer from conducting further business with Seller in the future.

DEFAULT

ATF Aerospace by written notice, may terminate this Contract for default, in whole or in part, if SELLER (i) fails to comply with any of the terms of this Contract; (ii) fails to make progress so as to endanger performance of this Contract; (iii) fails to provide adequate assurance of future performance.

DEFINITIONS The following terms shall have the meanings set forth below:

- (a) "Contract" means the instrument of contracting, such as "Purchase Order", "PO", "Subcontract", or other such type designation, including these General Provisions, all referenced documents, exhibits, and attachments. If these terms and conditions are incorporated into a "master" agreement that provides for releases, (in the form of a Purchase Order or other such document) the term "Contract" shall also mean the release document for the Work to be performed.
- (b) "ATF Aerospace Procurement Representative" means a person authorized ATF Aerospace cognizant procurement organization to administer and/or execute this Contract.
- (c) "SELLER" means the party identified on the face of this Contract with whom ATF Aerospace in contracting.
- (d) (e) "Work" means all required labor, articles, materials, supplies, goods, and services constituting the subject matter of this Contract.

Export Control

SELLER shall comply with all applicable U.S. export control laws and economic sanctions laws and regulations, specifically including but not limited to the International Traffic in Arms Regulations (ITAR), 22 C.F.R. 120 et seq.; the Export Administration Regulations, 15 C.F.R. 730-774; and the Foreign Assets Control Regulations, 31 C.F.R. 500-598 (collectively, "Trade Control Laws").

SELLER shall not export, re-export, transfer, disclose or otherwise provide or make accessible ATF Aerospace technical data and/or hardware controlled by Trade Control Laws ("Export Controlled Information") to any persons, or entities not authorized to receive or have access to the data, services and/or hardware, including third country/dual national employees, lower-tier subcontractors and sub-licensees, or modify or divert such Export Controlled Information to any military application unless SELLER receives advance, written authorization from ATF Aerospace and verification of any required export authorization is in place.

If SELLER is engaged in the business of exporting manufacturing (whether exporting or not) or brokering defense articles or furnishing defense services, SELLER represents that it is and will continue to be registered with the Directorate of Defense Trade Controls, as required by the ITAR, and it maintains an effective export/import compliance program in accordance with the ITAR.

EXTRAS

Work shall not be supplied in excess of quantities specified in this Contract. SELLER shall be liable for handling charges and return shipment costs for any excess quantities.

BUSINESS ETHICS & CONDUCT

This Agreement and any Order also incorporates by reference FAR 52.203-11 and FAR 52.209-6. Seller certifies upon executing this Agreement (1) that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of the Prime Contractor this Agreement or any Order; and (2) that Seller or its principles is not debarred, suspended, or proposed for debarment by the U.S. Government. Further, Seller shall immediately notify Buyer in writing if Seller is suspended or debarred by the U.S. Government or if it is proposed for suspension or debarment by any agency of the U.S. Government.

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EXPORT LAWS

TO ENSURE COMPLIANCE WITH U.S. EXPORT LAWS, ATF DOES NOT CONDUCT ANY BUSINESS TRANSACTIONS WITH PERSONS OR COMPANIES ON THE "DENIED PERSONS LIST" PUBLISHED BY THE U.S. DEPARTMENT OF COMMERCE, THE "DEBARRED PARTIES LIST" PUBLISHED BY THE DEPARTMENT OF STATE, AND THE "SPECIALLY DESIGNATED NATIONALS" PUBLISHED BY THE DEPARTMENT OF TREASURY, FOREIGN ASSETS CONTROL. HONEYWELL EXPECTS ALL SUPPLIERS AND ITS SUBCONTRACTORS TO COMPLY WITH THESE LAWS AS WELL.

EXPORT REQUIREMENTS A. If Seller has received technical data, manufacturing drawings, specifications, software, or similar type items from Buyer, it is the responsibility of Seller to ensure compliance with all U.S. export laws and regulations. These laws include, but are not limited to,

(a) Section 38 of the Arms Export Control Act as enumerated in 22 CFR Parts 120-130, the International Traffic in Arms Regulations (ITAR), and (b) Export Administration Act of 1979, as amended in 15 CFR Parts 730-774 of the Export Administration Regulations (EAR). B. No technical data, manufacturing drawings, specifications, software or similar type items shall be transferred, disclosed or exported to "Foreign Persons" without specifically obtaining approvals from the U.S. Department of State's Office of Defense Trade Controls or from the U.S. Department of Commerce's Bureau of Industry and Security, as required. C. In the event that Seller is unable to comply with the U.S. export laws and regulations as listed above, prior written authorization of Honeywell must be obtained by Seller if Seller intends to transfer, disclose or export any technical data, manufacturing drawings, specifications, software or similar type items to any "Foreign Persons" as defined in the above stated laws and regulations. Seller agrees to abide by all limitations and provisos and/or riders and conditions listed on any licenses or other approvals issued by the U.S. Department of State or the U.S. Department of Commerce.

INSPECTION AND ACCEPTANCE

ATF Aerospace and its customer may inspect all Work at reasonable times and places, including, when practicable, during manufacture and before shipment. SELLER shall provide all information, facilities, and assistance necessary for safe and convenient inspection without additional charge.

(b) No such inspection shall relieve SELLER of its obligations to furnish and warrant all Work in accordance with the requirements of this Contract.

(c) If SELLER delivers non-conforming Work, ATF Aerospace may, in addition to any other remedies available at law or at equity: (ii) reject such Work; or (iii) require SELLER, at SELLER's cost, to make all repairs, modifications, or replacements at the direction of ATF Aerospace necessary to enable such Work to comply in all respects with Contract requirements.

(d) SELLER shall not re-tender rejected Work without disclosing the corrective action taken.

(d) Unless otherwise stated, Seller shall comply with AS9102 when a FAIR is requested by contract.

***AS9102, including FAI forms, is available from the IAQG at:
<https://www.sae.org/iaqg/forms/index.htm>***

CERTIFICATE OF CONFORMANCE

Seller shall prepare a Certificate of Conformance (C of C) with each shipment. This C of C shall certify that all items provided under this purchase order meet all applicable requirements.

PRODUCT IDENTIFICATION AND TRACEABILITY

Establish and maintain a process for identifying a product or lot by suitable means from receipt and during all stages of production and delivery, and 2. Maintain traceability throughout entire process when serialization is provided, and 3. Maintain accountability and configuration control of

all parts during all phases of processing, and 4. Document and maintain control of split order quantities.

FOREIGN OBJECT DAMAGE (FOD) PREVENTION

Seller shall maintain a FOD Prevention Program in accordance with Aerospace Standard AS9146, Foreign Object Damage (FOD) Prevention Program - Requirements for Aviation, Space, and Defense Organizations.

CONTROL OF INSPECTION, MEASURING AND TEST EQUIPMENT

Establish and maintain a documented calibration system to control, calibrate, and maintain all inspection, measuring, and test equipment that can affect product quality, including test software and personally owned equipment, and customer supplied equipment, and Ensure calibrations are traceable to internationally or nationally recognized standards, Document the basis used for calibration where no such standards exist, Identify equipment requiring calibration with suitable indicators / decals. If decal cannot be placed on equipment, the process source shall have an approved identification record of the calibration status, and assess the validity of previous inspection results when equipment is found to be faulty or out of calibration and shall recall the product for re-inspection when the assessment indicates the result may be a nonconforming product.

CONTROL OF NONCONFORMING PRODUCT

Establish and maintain documented procedure for the identification, documentation, evaluation, segregation and for notification to customer of a nonconforming product, and evaluate each nonconformance for its potential to exist in previously produced Items and notify purchase order holder and assigned Special Process Quality Engineer, in writing, within 24 hours of potential or verified non-conformances on Items in transit or delivered. Notification shall include the concise description of discrepancy, parts and serial numbers affected, lot numbers, delivered quantities, and delivery dates, and maintain records of all nonconforming material, assignable causes, corrective actions, and effectiveness of corrective actions for the contractual period specified, and Ensure disposition authority is limited to rework to engineering or return to customer.

CORRECTIVE ACTION

Establish and maintain a documented procedure for implementing corrective action, and when written corrective action is requested, ensure the response addresses immediate containment / correction of the discrepancy, root cause, root cause correction, corrective action verification plan, and follow-up. Supplier shall ensure corrective action responses requested from ATF Aerospace include corrective action data to evaluate the effectiveness of the corrective and preventive actions taken, the Supplier shall provide root cause trend data if requested.

Conflict Minerals

Conflict Mineral Compliance: In accordance with applicable "conflict Minerals" laws ATF must determine whether its products contain Tin, Tantalum, tungsten or gold ("3TG") originating in the democratic republic of the Congo or adjoin countries. To extent supplier supplies directly materials containing 3TG to ATF under this purchase order the supplier commits to have a supply chain process to ensure and document a reasonable inquiry into the country of origin of the 3TG materials.

NEW MATERIAS

The Work to be delivered hereunder shall consist of new materials, not used, or reconditioned, remanufactured, or of such age as to impair its usefulness or safety.

PACKING AND SHIPMENT

(a) Unless otherwise specified, all Work is to be packed in accordance with good commercial practice designed to prevent damage.

(b) A complete packing list shall be enclosed with all shipments. SELLER shall mark containers or packages with necessary lifting, loading, and shipping information, including the ATF Aerospace Contract (PO) number, item number, dates of shipment, and the names and addresses of consignor and consignee. Bills of lading shall include this Contract number.

PLACE OF PERFORMANCE

If SELLER intends to change the place of performance of Work under this Contract from the place(s) identified in SELLER's proposal, SELLER shall provide prior written notice to ATF Aerospace. Notification of changes to the place of performance from within the United States to a location outside the United States shall be provided by SELLER to ATF.

QUALITY CONTROL SYSTEM

SELLER shall provide and maintain a quality control system to an industry recognized Quality Standard and in compliance with any other specific quality requirements identified in this Contract.

Records of all quality control inspection work by SELLER shall be kept complete and available to ATF Aerospace and its customers.

PHYSICAL/CHEMICAL TEST REPORTS:

Upon request, a copy of the test report, and applicable special process specification shall accompany the shipment. The report shall also include the specification, revision, and the ATF Aerospace purchase order.

RETENTION OF RECORDS

Unless a longer period is specified in this Contract or by law or regulation, SELLER shall retain all records related to this Contract for three (10) years from the date of final payment received by SELLER. Records related to this Contract include, but are not limited to, financial, proposal, procurement, specifications, production, inspection, test, quality, shipping and export, and certification records. At no additional cost. SELLER shall timely provide access to such records to the US Government and/or ATF Aerospace upon request.

DPAS PRIORITY RATING

If so identified, an Order is a "rated order" certified for national defense use, and Seller's signature constitutes acceptance of requirements under the Defense Priorities and Allocation System Regulation (15 C.F.R. Part 700).

CYBER SECURITY REQUIREMENTS

Seller shall provide Buyer a copy of any reports submitted to the Government in support of this Agreement or any Order pursuant to DFARS 252.204-7012, or other cyber security requirements such as NIST SP 800-171 in advance, to the extent practicable, but no later than immediately following such submission to the Government. Cyber DFARS must be flowed down to all suppliers / subcontractors who store, process and /or generate Covered Defense Information as part of contract performance.

The following FAR clauses are incorporated by reference and is applicable to All Subcontracts

- 52.203-3 Gratuities
- 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
- 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment
- 52.219-8 Utilization of Small Business Concerns
- 52.222-21 Prohibition of Segregated Facilities
- 52.222-26 Equal Opportunity
- 52.222-50 Combating Trafficking in Persons
- 52.225-13 Restrictions on Certain Foreign Purchases
- 52.227-14 Rights in Data – General with Alternates II, III, and V (unless another data rights clause is identified as replacing this clause)
- 52.233-3 Protest After Award
- 52.244-6 Subcontracts for Commercial Items
- 252.203-7002 Requirement to Inform Employees of Whistleblower Rights
- 252.204-7000 Disclosure of Information
- 252.204-7004 Antiterrorism Awareness Training for Contractors (if Subcontract performance requires routine physical access to Federally-controlled facility or military installation)
- 252.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country
- 252.223-7008 Prohibition of Hexavalent Chromium
- 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (if work contains specialty metals)
- 252.225-7012 Preference for Certain Domestic Commodities
- 252.225-7048 Export Controlled Items
- 252.227-7013 Rights in Technical Data – Noncommercial Items (applies in lieu of FAR 52.227-14 unless another data rights clause is identified as replacing this clause; Alternate I applies if Subcontract involves vessel design)
- 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (applies in lieu of FAR 52.227-14 unless another data rights clause is identified as replacing this clause)
- 252.227-7015 Technical Data – Commercial Items (applies if checked to technical data pertaining to commercial item, components, or processes developed exclusively at private expense; Alternate I applies if Subcontract involves vessel design)

252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services