

**ROSE Aerospace**  
**Terms and Conditions for Purchase of Goods**

**1. Acceptance of Terms and Conditions**

- 1.1 Acceptance of Rose Aerospace's pricing, whether such pricing is provided by proposal or quote, shall constitute acceptance of Rose Aerospace's Terms and Conditions.
- 1.2 These terms and conditions, together with any attached special terms on the Purchase Order (PO) are the exclusive Terms governing the sale of Goods or provisioning of Deliverables by Rose Aerospace.
- 1.3 In the event of a separate written agreement signed by both parties (Buyer and Seller), that agreement and the terms therein will supersede the terms of the Seller as well as those mentioned in this document. However, in the absence of a separate agreement, these terms and conditions will govern the transaction.
- 1.4 No course of prior dealing or usage of the trade will be used to modify, or replace any term mentioned herein, unless specifically agreed upon in writing by both contracting parties.
- 1.5 Either Seller's written acknowledgement, full, or partial performance under the PO, whichever occurs first, will act as acceptance of these Terms. Any acceptance of the PO is limited to acceptance of the express terms of the offer set forth in the PO. If Buyer's PO is deemed an acceptance of a prior offer by Seller, such acceptance is limited to the express terms set forth in this document.

**2. Definitions**

- 2.1 "**Buyer**" refers to Rose Aerospace, contracting with Seller under the terms mentioned in this document and identified as the purchaser on the PO.
- 2.2 "**Deliverables**" are defined as the quantifiable goods named in the PO that must be provided and delivered as agreed upon.
- 2.3 "**Goods**" refer to the products provided by Seller on the PO. Including but not limited to any supplies, components, materials, parts, assemblies, technology and data agreed upon by the parties.
- 2.4 "**Party**" or "**Parties**" mean the Buyer (Rose Aerospace) and Seller. Individually referred to as a "Party" and collectively referred to as "Parties".
- 2.5 "**PO**" means the electronic or paper document sent to Seller from Buyer to initiate requirement and request of Goods.
- 2.6 "**Seller**" refers to the party contracting to supply the Goods mentioned in the PO to the purchasing party. This includes all personnel mentioned, controlled, or employed by the selling party.

**3. Payment Terms**

- 3.1 **Standard Payment Terms:** Seller shall be paid by Buyer in connection with each PO in the manner and in the amount specified on the PO. Unless otherwise agreed to between Buyer and Seller, Seller shall Invoice Buyer upon actual delivery of the Goods. Buyer's standard terms of settlement shall be payment of the invoiced amount within thirty (30) days of Buyer's receipt of a correct Invoice. Supplier must provide banking information to establish wire transfer for all U.S. and non-U.S. Sellers. Payment shall be deemed to have been made as of the date of wire transfer initiation. Supplier warrants that it is authorized to receive payment in U.S Dollars

**ROSE Aerospace**  
**Terms and Conditions for Purchase of Goods**

(USD). Buyer may withhold total or partial payment until the Goods or Services conform to the requirements of the PO. Buyer's payment of an invoice shall not constitute its acceptance of the Goods or Services.

- 3.2 **Prices:** All prices are firm and not subject to change and no extra charges of any kind are allowed. Supplier warrants the pricing for any Goods or Services shall not exceed the pricing for the same or comparable Goods or Services offered by Supplier to third parties.
- 3.3 **Taxes:** Unless otherwise specified, prices include all applicable federal, state and local taxes, duties, tariffs, VAT and similar fees imposed by any government, all of which shall be listed separately on the invoice. If Buyer, for any reason, pays for any taxes for which Seller is responsible, Seller shall promptly reimburse Buyer for such payment, along with any expenses thereto. If Seller is exempt from or eligible for a reduced rate of withholding tax, Seller shall provide to Buyer a valid tax residency certificate or other required documentation at least thirty (30) days prior to payment being due.

#### **4. Delivery of Goods**

- 4.1 **Delivery:** Seller will deliver goods to Buyer's facility. Goods title and risk of loss or damage to such Goods shall pass to Buyer upon acceptance of Delivery. Where it applies, Buyer shall be the importer of record.
- 4.2 **Notification:** In the event Seller anticipates potential difficulty in complying with the agreed upon delivery date, or in meeting any of the other requirements of the PO, Seller must promptly notify Buyer. If Seller does not comply with the stated delivery schedules, Buyer may require Seller to make delivery via fastest available option, with Seller being fully responsible for the full cost of such delivery. Seller must immediately notify Buyer in the event of any actual or anticipated difficulty in complying with the delivery date.
- 4.3 **Anticipation of Delivery Schedule:** Seller shall not make material commitments more than the amount or in advance of the time necessary to comply with delivery schedules and those planned schedules that are within lead-time.
- 4.4 **Goods and Service Compliance and Materials Certification.** Seller certifies all Goods strictly conform to every requirement of the PO (including but not limited to methods and processes) and that objective evidence of strict compliance with quality specifications is in place or on file as required by PO are made available for examination by Buyer.

#### **5. Packaging, Inspection, and Acceptance**

- 5.1 Supplier shall prepare and package the Goods to prevent damage or deterioration and shall use best commercial practice and industry standard for packing and packaging of items to be delivered under the PO, unless otherwise specified in the PO;
- 5.2 In the event the packaging or crate used for the shipment is made from a wood material, the wood must also be International Standards for Phytosanitary Measures ("ISPM") No.15 certified. ISPM affects all wood packaging material requiring that they be debarked and then heat treated or fumigated with methyl bromide and stamped or branded with the IPPC mark of compliance. Products exempt from the

**ROSE Aerospace**  
**Terms and Conditions for Purchase of Goods**

- ISPM 15 requirement would be pallets or crates made from materials such as metal or plastic.
- 5.3 Buyer reserves the right to reject any Goods that are damaged or defective in material or workmanship, are nonconforming or is, or are suspected to be, a counterfeit item. Seller shall bear all risk of loss or damage to rejected Goods.
- 5.4 All decisions regarding the serviceable condition of repaired components or disposition of such shall be at the sole discretion of Buyer, based on current approved limits. If Goods fail Buyer inspection due to apparent transit damage which is due to improper packaging by Seller, Goods shall be returned to Seller, and Seller shall pay all shipping costs, file all claims, and perform all repairs for rework at no cost to Buyer. If Goods fail Buyer inspection due to Seller quality issues, Goods shall be returned to Seller for repair or replacement at Seller's sole expense and Seller shall pay all shipping costs to deliver conforming Goods.
- 5.5 Buyer's approval of Seller drawings, procedures, and or manuals, furnished by Seller shall in no way change Seller's obligation to deliver Goods in accordance with the requirements and specifications referenced in the PO, applicable laws and regulations, including, but not limited to FAA regulations.
- 5.6 Buyer's failure to inspect the Goods shall neither relieve Seller from responsibility for such Goods which are not in accordance with the PO requirements, nor impose liabilities on Buyer. The inspection or test of any Goods by Buyer shall not relieve Seller from responsibility regarding any defects or other failures to meet PO specifications, which may be later discovered.
- 5.7 Buyer may, at its sole discretion, reject all or any part of Goods not conforming to the requirements stated in the PO. All non-conforming goods that are rejected will be identified as 'Not Delivered'.
- 5.8 Seller will be notified in writing as soon as possible should they fail to meet any of the above-mentioned requirements.
- 6. Audits, Records, Right of Entry**
- 6.1 Buyer's exercise or non-exercise of any of the audit and inspection rights set out in this section shall not relieve Seller of any of its obligations herein.
- 6.2 Buyer shall have the right to conduct audits of Seller's records for a period of up to twenty-four (24) months after the effective date of termination or cancellation of the PO.
- 6.3 Unless a longer period is specified in the PO or by law or regulation, Seller must retain all records related to the PO in question for a minimum of five (5) years from the date of final payment received by Seller or according to the applicable customer or regulatory requirements, whichever is longest. Records related to the PO include, but are not limited to, financial data, proposals, procurements, specifications, production, inspection, test, quality, shipping and export, certification records and Buyer's change approval as required. At no additional cost, Seller shall make available within forty-eight (48) hours of request and provide access to such records to Buyer, Buyer's Customer and US Government representative.

**ROSE Aerospace**  
**Terms and Conditions for Purchase of Goods**

- 6.4 Buyer (including Buyer employees, Buyer's Customer, US Government and regulatory agencies) shall have the right of entry, upon at least twenty- four (24) hours advance (written, electronic or telephonic) notice to Seller and at Buyer's own expense, to inspect Seller's facilities, their sub tiers, and any other location or facility operated by Seller in connection with its obligations and duties under the PO in order to ensure Seller's compliance with such obligations and duties.
- 6.5 Should such inspection of Seller's facilities, or any other location or facility operated by Seller in connection with its obligations and duties under the PO fail to garner Buyer approval or yields non-conforming results, Seller shall be notified in writing and depending on the severity, Buyer may provide a cure period or terminate all or part of the PO.

## **7. Warranties & Representations**

- 7.1 Seller represents and ensures that any of Seller's employee dealing with the Goods pertained to in the PO:
- 7.1.1 Has proper authority, rights and licenses to enter into the PO in question and to provide the Goods and Deliverables.
  - 7.1.2 shall use all commercially reasonable efforts to fulfill Seller's obligations referenced in the PO, and in accordance with the agreed upon timetable.
  - 7.1.3 that all delivered Goods meet the approved quality requirements.
  - 7.1.4 warrants all Goods and Deliverables shall be provided to Buyer free from any claims of any nature, including, without limitation, defects in title, and free of all liens, claims, or encumbrances.
  - 7.1.5 Support product safety by ensuring robust management of special requirements, critical items and key characteristics. If there are concerns with respect to product safety, Seller shall communicate them to Buyer. If there is a concern at Seller's premises with respect to safety during the manufacture of the product, Seller will notify its own employees of the concern and, if at all possible, mitigate the concern.
  - 7.1.6 that employees and personnel working on its behalf are aware of:
    - 7.1.6.1 Their contribution to product or service conformity
    - 7.1.6.2 Their contribution to product safety
    - 7.1.6.3 The importance of ethical behavior
  - 7.1.7 that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of Seller, are lawfully permitted, properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the requisite services.
  - 7.1.8 that its directors, agents, representatives, contractors and subcontractors and any other person acting on its behalf will not:
    - 7.1.8.1 offer, give or agree to give or receive, request or accept any financial or other advantage of any kind as an inducement or reward for doing or not doing any improper act or for the improper performance of any function associated with the order or the Goods; nor

**ROSE Aerospace**  
**Terms and Conditions for Purchase of Goods**

- 7.1.8.2 act in any way which would constitute an offence by Seller or would cause Buyer to commit an offence under any anti-bribery legislation
- 7.2 If Seller breaches any of the above warranties, Buyer shall be entitled to terminate the PO by written notice with immediate effect. Any termination shall be without prejudice to the rights of Buyer.
- 7.3 Seller shall indemnify and hold Buyer harmless from any loss, damage, and expense, including all legal fees, incurred or sustained by Buyer which is caused by or arises as a result of a breach of any of these warranties.

## **8. Quality Standards and Assurances**

The status and quality of Seller's performance for Buyer under the PO is contingent upon Seller's acknowledgement and adherence of the following requirements:

- 8.1 Seller certifies that Goods shall strictly conform to all requirements of the PO and that evidence of conformance with order specifications is in place or on file as required by PO, and are made available for examination by Buyer.
- 8.2 Seller shall have or promptly implement and maintain for approval a quality control system certified to an industry recognized Quality Standard acceptable to Buyer for the Goods provided under this PO. Such quality program shall be provided to Seller's employees and required of its contractors. When so requested Seller shall submit to Buyer, for Buyer's approval, the quality program management system and all documentation, including Seller's procedures, instructions, practices, processes and other related documents. Seller will have the continuing obligation to immediately notify Buyer of any change or deviation from Seller's approved quality program and to notify Buyer of any Goods delivered during the period of such change or deviation.
- 8.3 Buyer, Buyer's Customer and its higher-level contractors, including government agencies, will have the right to inspect Seller and Seller's subcontractor's PO activities including design, test and failure reviews, manufacturing facilities, processes, inspection systems, quality assurance systems, data, and equipment as may be related to the Goods referenced in the PO.
- 8.4 Seller shall prevent the use of unapproved parts, sub-tier contractors, processes, facilities, drawings, procedures, and practices unless expressly stipulated in writing by Buyer as being excepted.
- 8.5 Seller shall ensure the use of customer-designated or approved external providers, including process sources if/when applicable.
- 8.6 Seller must notify, submit, and obtain Buyer's prior approval for any change to components, materials, procedures, or other items including but not limited to lower-tier subcontractors, servicing locations, product configuration, including fabrication processes for Goods, approval shall not be unreasonably withheld. Such approvals shall in no way relieve Seller of the responsibility for any error or deficiency which may exist in the component materials, processes, or other item, and Supplier shall be responsible for meeting all the requirements.

**ROSE Aerospace**  
**Terms and Conditions for Purchase of Goods**

- 8.7 Seller must notify Buyer, in writing, within twenty-four (24) hours of the discovery of nonconforming processes, products or defect in the Goods being provided. Buyer shall provide disposition instructions upon receiving Seller's notification of nonconformity.
- 8.8 Supplier shall ensure that its subcontractors are informed and provided, in a timely manner, with all applicable requirements, specifications and standards required by Buyer, Buyer's Customer, or regulatory authorities, with respect to the Goods being furnished.

**9. Changes and/or Modifications**

- 9.1 Buyer reserves the right at any time without notice to the sureties, to make changes or modifications in the Goods covered by the PO. Buyer will issue such change in writing ("PO Revision"). Any increase or decrease in price or time for performance resulting from such PO Revision shall be equitably adjusted and the PO shall be modified in writing accordingly. Seller must assert its right to an adjustment under this provision in writing, delivered to Buyer's contracting representative within two (2) days from Seller's receipt of the PO Revision. Failure to agree on the adjustment shall be deemed a dispute hereunder and such dispute will not excuse Seller from continuing performance as changed.

**10. Warranties.**

- 10.1 Seller shall warrant all Deliverables against defects in performance for a period of one (1) year following delivery unless stated otherwise in the documents accompanying these Terms.
- 10.2 Seller expressly warrants that all Goods:
- 10.2.1 Will confirm to all specifications, quality control plans, and any other descriptions made available to Buyer by Seller;
  - 10.2.2 Will be free from defects in design, material and quality;
  - 10.2.3 Shall be merchantable;
  - 10.2.4 Shall be fit for the intended purpose;
  - 10.2.5 Will comply with all applicable laws and regulations;
  - 10.2.6 Will not infringe any patent, patent application, or any other intellectual property rights of any third party;
  - 10.2.7 Will be free of all encumbrances of whatsoever kind and nature may apply.
- 10.3 This warranty shall begin upon final acceptance. If Buyer identifies a defect or warranty problem during the warranty period, Buyer will promptly notify Seller of such a problem during the warranty period, Buyer will promptly notify Supplier of such problem and return nonconforming Goods at Seller's expense. At Buyer's option, Seller shall promptly repair or replace Goods. If repair or replacement of Goods is not timely, Buyer may elect to return, repair, replace, or re-procure the non-conforming Goods at Seller's expense. All warranties shall extend to Buyer and Buyer's Customers.

**ROSE Aerospace**  
**Terms and Conditions for Purchase of Goods**

10.4 Buyer shall make a warranty claim within the warranty period. Seller shall be responsible to reimburse Buyer for any and all costs associated with defects, including but not limited to inspection; sorting; storage; testing; transportation of defective parts and replacement parts between Buyer, Seller and Buyer's Customers; any costs of recalls, reworking, fines; penalties; fees assessed by Buyer's Customer or other costs associated with the shipment, release, use, assembly, or rework of defective products from Seller.

## **11. Counterfeit Goods**

11.1 Definitions: The following definitions apply to this Section:

11.1.1 "Counterfeit Goods" means Goods that are or contain 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 Goods represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

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

11.1.3 "Obsolete item" means any part, component, sub-component or other deliverable hereunder, that is no longer in production by the OCM/OEM or an aftermarket manufacturer that has been provided express written authorization from the current design activity or original manufacturer.

11.2 Seller shall not deliver Counterfeit Goods or Suspect Counterfeit Goods to Buyer under this Contract.

11.3 Seller shall only purchase products to be delivered or incorporated as Goods to Buyer directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain or other source with the express written authority of the OCM/OEM. Seller may only use another source if (i) the foregoing sources are unavailable, (ii) Seller's inspection and other counterfeit detection and avoidance risk mitigation processes will be employed to ensure the authenticity of the Goods, and (iii) Seller obtains the advance written approval of Buyer.

11.4 Seller shall establish and maintain an acceptable counterfeit goods detection and avoidance system in accordance with industry recognized standards and with any other specific requirements identified in this PO. If the Goods being delivered to Buyer are in relation to a US government contract, the system in place must conform to the requirements stipulated in DFARS 252.246-7007 and 252.246-7008.

11.5 Seller shall immediately notify Buyer with the pertinent facts if Seller becomes aware that it has delivered Counterfeit Goods, or Suspect Counterfeit Goods. When

**ROSE Aerospace**  
**Terms and Conditions for Purchase of Goods**

requested by Buyer, 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 Buyer in conducting any investigation regarding the delivery of Counterfeit Goods, or Suspect Counterfeit Goods under the PO.

- 11.6 This Article applies in addition to, and is not altered, changed, or superseded by any quality provision, specification, statement of Good, or other provision included in the PO addressing the authenticity of Goods.
- 11.7 In the event that Goods delivered under the PO constitutes or includes Counterfeit Goods, Seller will, at its sole expense, promptly replace such Counterfeit Goods with genuine Goods conforming to the requirements of the PO. Notwithstanding any other provision in the PO, Seller shall be liable for all costs relating to the remediation of Counterfeit Goods, including Buyer's costs of removing Counterfeit Goods once said Counterfeit Goods have been exchanged. The remedies contained in this paragraph are in addition to any remedies Buyer may have at law, equity or under other provisions of the PO.

## **12. Indemnification**

- 12.1 Seller shall defend, indemnify, and hold harmless Buyer and all of its representatives from and against all claims, losses, damages, attorney's fees, actions, liability, demands, judgments, costs and expenses arising from Seller's and/or its subcontractors', negligence or willful misconduct in performance of its obligations under the PO. Buyer shall not enter into any settlement agreement that contains any admission of liability on the part of Seller.
- 12.2 Seller shall indemnify and hold Buyer and Buyer's Customers harmless, in exercising the rights and licenses provided herein, from and against any expense or liability, including costs, fees and damages, arising out of any claim, suit or proceeding that the manufacture or furnishing of Goods under the PO, or the use of such Goods (without modification or further combination) or sales of such Goods constitutes infringement of any patent, trade secret or copyright or other proprietary rights of any third party. If an injunction should issue, Seller shall procure for Buyer and Buyer's Customers the rights to continue using said Goods or modify them in a manner acceptable to Buyer so they become non-infringing, or with the written approval of Buyer, pay for and arrange removal of said Goods and refund the purchase price.

## **13. Termination & Cancellation**

- 13.1 Buyer shall have the right, at any time prior to acceptance of delivery, upon written notice to Seller, to terminate all or any portion of the Goods ordered under the PO. Upon receipt of notice to terminate, Seller shall cease all process and procedures related to the distribution of Goods to Buyer. Seller shall submit an itemized list of costs incurred in the process of fulfilling the terms of the PO, prior to receiving



**ROSE Aerospace**  
**Terms and Conditions for Purchase of Goods**

notice of termination. Buyer shall reimburse Seller for Goods completed up to the effective date of termination.

13.2 Buyer may issue written notice of termination due to any or all of the listed reasons:

13.2.1 If Seller fails to perform or deliver the Goods within the time specified in the PO or any extension Buyer grants thereof.

13.2.2 If Supplier fails to perform any of the other provisions of any PO.

13.3 In the event of Seller's failure to adhere to the terms of the PO and consequent issuance of termination by Buyer, Buyer may procure Goods similar to those terminated, in which case Seller shall be liable for all cost of cover incurred by Buyer.

13.4 In the event of partial termination, Seller shall continue performance of such PO to the extent not terminated. As an alternate remedy, and in lieu of termination for default, Buyer, at its sole discretion may elect to (1) extend the schedule; and/or (2) waive deficiencies in Seller's performance, in which case an equitable reduction in the PO price shall be negotiated. In the event Seller anticipates difficulty in complying with the required schedule, or in meeting any of the other requirements of the PO, Seller shall promptly notify Buyer in writing. The rights and remedies of Buyer provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under any Buyer PO.

13.5 Buyer shall have the right to conduct audits of Seller's records for a period of up to eighteen (18) months after the date of termination or cancellation of the PO in question.

#### **14. Export & Import Compliance**

14.1 Seller will be the importer/exporter of record of the Goods and, unless otherwise agreed upon in writing, Seller will be responsible for obtaining all necessary import/export licenses, permits and any other required authorizations. All delivered items (including technical data) shall be subject to all applicable import and export regulations including the U.S. Export Regulations, International Traffic in Arms Regulations of the U.S., and applicable U.S. Customs Regulations. Seller will not dispose of USA-origin items furnished by Buyer other than in and to the country of destination specified in the PO, government license(s), and authorization(s), except as permitted by law and regulation.

14.2 If Seller is an importer of record, upon request and where applicable, Seller will provide Buyer properly executed customs form 7543 entitled "Certificate of Delivery".

#### **15. Confidentiality**

15.1 Supplier agrees to treat all provisions of this PO as strictly confidential, and any information provided as a result of this PO including, all financial, business and product strategy information, and procedures, hereinafter referred to as "**Confidential Information**".

**ROSE Aerospace**  
**Terms and Conditions for Purchase of Goods**

- 15.2 Confidential Information will not be disclosed to any person, corporation, or third party, other than to employees of Seller who have a need to know for the performance of Seller's obligation hereunder, without the prior written consent of Buyer. Seller agrees to safeguard the Confidential Information to prevent disclosure to or use by third parties. Consent shall not be withheld in the case of disclosure required for an investigation by a governmental authority or other mandatory legal process.
- 15.3 Notwithstanding any written agreement to the contrary, any knowledge or information that Seller shall have disclosed or may hereafter disclose to Buyer incident to the placing and filling of any PO is not deemed confidential or proprietary information and accordingly shall be acquired free from any restriction on use or disclosure.

## **16. Miscellaneous**

- 16.1 **Amendments & Notices.** Any notice required by this PO and all amendment or waivers to the PO must be in writing and duly signed by the authorized representatives of both Parties. All notices shall be sent by registered prepaid post, by fax, or delivered personally to the binding representatives of the PO. All notices to be served hereunder must be addressed to the Party at the address listed on the PO.
- 16.2 **Assignment.** PO's may not be assigned or transferred to any person, firm, or corporation without the express, prior written consent of the other party, in which case consent will not be unreasonably withheld. Buyer may assign its rights and/or obligations to an affiliate, parent of Buyer or successor in interest. Seller shall promptly notify Buyer in writing of any organizational changes made by Seller, including name change or ownership changes, mergers, or acquisitions.
- 16.3 **Attorney Fees.** If Buyer brings an action or asserts a counterclaim for enforcement of the Terms of this subcontract, then Seller agrees that Buyer shall be entitled to an award of attorney's fees and court costs associated with such enforcement or counterclaim proceedings.
- 16.4 **Language.** Except as the Parties may otherwise agree, the PO, data, notices, shipping invoices, correspondence and other writings shall be written in the English language. In the event of any inconsistency between any terms of the PO and any translation thereof into another language, the English language meaning shall control.
- 16.5 **Entire Agreement.** The PO and any mutually agreed upon amendments shall constitute the entire agreement between the Parties with regard to the subject matter herein and supersede all other contracts, agreements or understandings of the matters pertaining to Buyer's order.
- 16.6 **Compliance.** By accepting the Rose Aerospace (Buyer) PO, Seller agrees to comply with all Terms and Conditions listed in this document, as well as, but not limited to, any additional or differing terms of the PO. Seller warrants, and upon

**ROSE Aerospace**  
**Terms and Conditions for Purchase of Goods**

request shall certify, that (a) it and the Goods delivered hereunder comply with all applicable federal, state, provincial, national and local laws, executive orders, legislation, ordinances, codes, and rules and regulations (including without limitation environmental laws), (b) the Goods were produced and delivered in accordance with the local labor laws (including without limitation relative to equal employment opportunity), (c) in production of the Goods, Seller has complied with the equal opportunity, veteran and handicapped worker requirements and any other provisions required by law. Seller warrants that none of the Goods were produced using forced, indentured, or convicted labor, or from the use of the labor of persons in violation of the minimum wage law in the country of manufacture, or in the case of services, the country in which services were rendered. Seller has complied with all laws regarding improper or illegal payments gifts, or gratuities, and Seller has not paid, or not promised to pay, or authorized the payment of any money or anything of value, either directly or indirectly, to any person or entity for the purpose of illegally or improperly inducing a decision or obtaining or retaining business or an advantage in connection with the Goods and deliverables referenced in the PO.

- 16.7 **Independent Contractor.** It is understood Seller is an independent contractor of Buyer. Nothing in any PO shall render Seller an employee, partner, agent of, or attorney for Buyer for any purpose. Nor is Seller granted any right or authority to assume or to create any obligation or responsibility, whether express or implied, on behalf of, or in the name of Buyer, or in any way bind Buyer. Seller shall not hold itself out as having any authority to bind Buyer.
- 16.8 **Limitation of Liability** IN NO EVENT SHALL BUYER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS OR DIMINUTION IN VALUE, REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES UNDER OR IN CONNECTION WITH THIS PO OR ANY ORDER UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE. THE AGGREGATE LIABILITY OF BUYER FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS PO IS LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNT PAID FOR THE SPECIFIC SERVICE THAT GIVES RISE TO THE CLAIM. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS APPLY REGARDLESS OF WHETHER BUYER'S LIABILITY ARISES FROM BREACH OF CONTRACT, WARRANTY, TORT, INDEMNITY, OPERATION OF LAW, OR OTHERWISE. NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT SELLER'S LIABILITY UNDER THIS AGREEMENT OR INCLUDING WITHOUT LIMITATION SELLER'S LIABILITY FOR FRAUD, PERSONAL INJURY, OR DEATH CAUSED BY ITS NEGLIGENCE OR WILLFUL MISCONDUCT.
- 16.9 **Releases and Publicity.** Seller shall not make or authorize any public release of information, advertisement or any other disclosure regarding the PO or the

**ROSE Aerospace**  
**Terms and Conditions for Purchase of Goods**

relationship between the Parties or make use of Buyer's logo or name without the prior written approval of Buyer.

- 16.10 **Remedies.** Seller will bear all liability relating to cost, expenses or damages incurred by Buyer regarding or caused by Seller's acts or omissions. The rights and remedies of Buyer and Buyer's Customers and affiliates set forth herein are not exclusive and are cumulative and in additions to any other rights and remedies available to Parties at law or in equity.
- 16.11 **Severability and Interpretation.** Each provision of this PO is severable from the other. If any such provision is declared by a court of competent jurisdiction to be unenforceable, the validity of the remainder of the PO shall not be affected. Headings in the PO are for the purpose of convenience only and shall not be used in the interpretation of any part of this PO. In the PO, the use of the singular includes the plural and vice versa and the use of one gender includes all genders.
- 16.12 **Survivability.** Notwithstanding any expiration or cancellation of this PO, Seller shall remain obligated under all those provisions, which expressly or by nature extend beyond and survive such expiration or cancellation.
- 16.13 **Third Party Beneficiaries.** This Agreement has been entered into by Buyer and Seller and is not intended to and shall not create any rights in or against any third party. Furthermore, if Buyer issues an order under a US government contract, Seller hereby acknowledges that any order placed by Buyer is solely a transaction between Buyer and Seller. Seller is prohibited against pursuing any claim directly against the US Government and shall not acquire any direct claim or direct course of action against the US Government except as may be expressly set forth in this Terms document with the Government Contracting Officer's express consent.
- 16.14 **Transferability and Cancellation for Change in Business.** For the purposes of this provision a "Change in Business" is defined as a significant structural change in the ownership, properties or workforce of the Buyer including a merger, sale of the assets of the Buyer and in particular the sale of the assets at the site, the closure of the site, relocation of the site, or a reorganization, downsizing, permanent layoff or other permanent change to the Buyer's employee population covered by this Agreement. Where directly impacted by a Change in Business, the terms, licensing, obligations, Goods and Services of this Agreement may be transferred to an affiliate site operated by the Buyer or to an affiliated business in the case of a merger, sale or transfer of ownership of the business. Where the Change in Business directly negatively and significantly impacts the feasibility of continuing the Works at the site such as a closure, reorganization or permanent layoff of all staff undertaking the Works then this PO may be terminated with six (6) months written notice (or earlier if agreed by the parties) to the Seller by the Buyer without penalty to either party. Licensing fees covering the period up to the termination day will be payable by the Buyer. Goods in transit or in the possession of the Buyer that cannot be returned and related costs must be paid by the Buyer.
- 16.15 **United States ("US") Government Orders.** If the Goods sought by Buyer are related to a US Government Order, Buyer shall include all applicable clauses set forth in the Federal Acquisition Regulation (FAR) and Department of Defense Federal Acquisition Regulation Supplement (DFARS), as the Government Purchasing Addendum Terms and Conditions attached to this order (hereinafter the

**ROSE Aerospace**  
**Terms and Conditions for Purchase of Goods**

“Addendum”). Such clauses are hereby incorporated and are applicable hereto by this reference except for those that are specially excepted by the FAR/DFARS text of each clause. Where necessary to make the context of these clauses applicable to this Agreement, the term "Contractor" shall mean "Seller", the term "Contract" shall mean this "Order," and the Terms "Government," "Contacting Officer," and equivalent phrases shall include "Rose Aerospace". The clauses listed shall be those in effect on the date such Order is issued, and those clauses are hereby incorporated by reference, if and only to the extent they apply to the Goods provided by Seller without exception or waiver based upon the type, nature, value, and location for production of the Goods procured or Services performed under this Agreement. Regarding each clause, in the event this precondition does not exist, or a waiver or exception applies as set forth in the clause or its implementing regulation, such clause shall be self-deleting. In case of conflict between the body of the Agreement and the Government Purchasing Addendum Terms and Conditions (“Addendum”), the Addendum will prevail. Seller shall include in each lower tier subcontract the appropriate flow down Addendum clauses as required by FAR and DFARS.

- 16.16 **Waiver.** No waiver of any breach of the PO will extend to any subsequent breach. Failure by either Party to enforce any provision of this purchase order shall not operate as a waiver of the requirements of such provision or law, or as a waiver of the right of a party thereafter to enforce such provision or law.



**ROSE Aerospace**  
**Terms and Conditions for Purchase of Goods**