

**TERMS AND CONDITIONS FOR THE PURCHASE OF COMMERCIAL GOODS AND SERVICES
(REV. APRIL 2025)**

1. Acceptance and Applicability.

A. The purchase order, which incorporates by reference these terms and conditions (“**Terms**”) and all referenced documents, including but not limited to the statement of work, specifications, schedules, exhibits, attachments and any subsequent changes or modifications to the same (collectively, “**Contract**”) is Buyer’s offer to Seller (the counterparty to this Contract) to purchase the Goods and Services described in the offer. This Contract constitutes the entire Contract between the parties, and supersedes all prior or contemporaneous understandings, contracts, negotiations, representations and warranties, and communications, both written and oral. This Contract contains the only terms which govern the purchase of the Goods and Services. No term or condition stated by Seller in its acknowledgement or acceptance of this Contract, or in any shrink-wrap or click-through license accepted by Buyer shall be binding upon Buyer if inconsistent with, different from, or in addition to these terms, unless expressly accepted in writing by Buyer. Seller’s acknowledgement, acceptance of payment, or commencement of performance constitutes acceptance of this Contract.

B. Seller shall comply with this Contract as written. In the event of any discrepancies, ambiguities or inconsistencies in the Contract, Seller shall clarify and resolve the same with Buyer in a timely manner and before proceeding with any work in question. If Seller determines during performance of this Contract that any portion of the Contract is inconsistent, incomplete or inaccurate, it shall promptly notify Buyer in writing, specifying the particulars and requesting resolution before proceeding with the work in question. In the event Seller fails to notify Buyer in a timely manner or proceeds with any work in question, Seller shall be deemed to have proceeded in its own accord and shall be solely responsible for any errors and associated costs or schedule impacts resulting therefrom.

2. Order of Precedence. Any inconsistencies between any parts of this Contract shall be resolved in accordance with the following descending order of precedence: (a) purchase order; (b) these terms and conditions; (c) statement of work; (d) drawings/specifications; and (e) other referenced documents.

3. Priority Rating. If this Contract contains a DPAS rating, this Contract is a “rated order” certified for national defense, emergency preparedness, and energy use program, and Seller shall follow all requirements of the Defense Priorities and Allocation System Regulation (15 C.F.R. Part 700).

4. Assignment and Subcontracting.

A. Seller shall not assign, transfer, delegate or subcontract, in whole or in part, any of its rights or obligations under this Contract without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section 4 (Assignment and Subcontracting) shall be null and void. Buyer’s approval shall not relieve Seller of its obligations under this Contract. Buyer may at any time assign or transfer any or all of its rights or obligations under this Contract without Seller's prior written consent to any affiliate or to any person acquiring all or substantially all of Buyer's assets.

B. Seller shall remain fully responsible for the performance of its Buyer-approved subcontractors (“**Seller’s Permitted Subcontractors**”) and for their compliance with this Contract as if they were Seller’s

own employees. Nothing contained in this Contract shall create any contractual relationship between Buyer and Seller's Permitted Subcontractors.

5. Invoicing and Payment.

A. The price of the Goods and Services is the price stated in the purchase order (the "**Price**"). Unless otherwise specified in the purchase order, the Price includes all packaging, transportation costs to the Delivery Point, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer.

B. Seller shall issue an invoice to Buyer on or after the completion of delivery of Goods or performance of Services in accordance with this Contract. Unless otherwise agreed to by Buyer in writing, each invoice shall include:

1. a detailed description of the Goods provided (including part numbers) and a description of the Services performed;
2. Seller's name and address;
3. the name of the shipper (if different from Seller) and the mode of transportation;
4. the date and number of the purchase order;
5. the country of export, if applicable;
6. bills of lading or itemized packing sheets, if applicable; and
7. any incidental charges must be separately itemized and identified on the invoice; Buyer will not be obligated to pay for any such incidental charges unless such charges are approved in advance in writing by Buyer.

C. Incomplete invoices are deemed not received by Buyer. Buyer shall pay all properly invoiced amounts due to Seller within net forty-five (45) days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. All payments hereunder must be in U.S. dollars and made by either bank draft, check or electronic funds transfer. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owed to it by Seller against any amount payable by Buyer to Seller under this Contract or otherwise.

D. In the event of a payment dispute, Buyer shall deliver a written statement to Seller no later than seven (7) business days prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed are deemed accepted and must be paid, notwithstanding disputes on other items, within the period set forth in this Section 5 (Invoicing and Payment). Payment of an invoice does not constitute acceptance of the Goods or Services, and is subject to appropriate adjustment should Seller fail to meet the requirements of this Contract. The parties shall seek to resolve all such disputes consistent with Section 37 (Disputes and Governing Law and Jurisdiction). Seller shall continue performing its obligations under this Contract notwithstanding any such dispute.

6. Delivery of Goods/Performance of Services.

A. Seller shall provide the Goods and/or Services to Buyer as described, on the date(s) specified, and in accordance with this Contract. Seller acknowledges that time is of the essence and is a critical element of this Contract.

B. Seller shall seek written authorization from Buyer to deliver Goods and/or perform Services in advance of the Delivery Date, and in the absence of such authorization Buyer has the right to return any Goods delivered prior to the Delivery Date at Seller's sole expense and Seller shall redeliver such Goods on the Delivery Date. Seller shall promptly notify Buyer of any anticipated or actual delay in the performance of this Contract, including but not limited to the delivery of Goods and the performance of Services by the Delivery Date. If Seller fails to deliver Goods in full on the Delivery Date or fails to fully perform Services, Buyer without limiting its other remedies may: (1) direct Seller to ship the Goods via expedited means to minimize delay at the sole expense of Seller; (2) terminate this Contract immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver Goods in full and/or fully perform Services on the Delivery Date; or (3) may seek Liquidated Damages pursuant to Section 12 (Liquidated Damages).

C. Seller shall deliver all Goods to the address specified in the purchase order (the "**Delivery Point**") during Buyer's normal business hours or as otherwise instructed by Buyer. Seller shall forward to Buyer, with the invoice, the express receipt of bill of lading, signed by the carrier evidencing the fact that shipment was made.

D. Buyer may reject or accept delivery of Goods at an increased or reduced quantity, and the Price for such Goods shall be adjusted on a pro-rata basis. Any such rejected Goods shall be returned to Seller at Seller's sole risk and expense.

E. Seller shall include this Section 6 (Delivery of Goods/Performance of Services) or equivalent provisions in lower tier subcontracts relating to this Contract, and notify Buyer when there are anticipated or actual delays in subcontracts that could affect performance under this Contract. Notification to Buyer of any anticipated or actual delay in the performance of this Contract shall not be construed to relieve Seller of its obligation to comply with delivery requirements.

7. Packaging, Marking, Shipping.

A. Seller shall pack all Goods for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Seller shall plainly mark all containers, packages, bills of lading, and shipping orders with all necessary lifting, loading, and shipping information required pursuant to this Contract, including, but not limited to:

1. purchase order number;
2. product part numbers;
3. detailed description of Goods;
4. total number of boxes in shipment;
5. quantity of Goods shipped; and

6. final delivery address.

B. Buyer's count or weight shall be final and conclusive on shipments not accompanied by a packing list. All Goods, unless specifically exempted by the destination country's governing authorities, must be marked with the country of origin (manufacture) of the Goods in a conspicuous place as legibly, indelibly, and permanently as the nature of the container permits. Unless otherwise provided in this Contract, there shall be no charge to Buyer for Seller to meet packing requirements. Any expense incurred by Buyer for damaged or deteriorated Goods resulting from improper preservation, packaging, packing, marking, or method of shipment shall be reimbursed by Seller.

C. The packaging, labeling, handling and shipping of all hazardous products must conform with all current federal, state and local laws and regulations. Each container of hazardous products shall be marked with the appropriate precautionary label in accordance with the C.F.R. and include proper shipping labels on the outside of each container. Prior to shipment of any hazardous material or chemical (as determined by OSHA regulation 29 C.F.R. § 1910.1200(d) or Federal Standard No. 313) onto Buyer's property or worksite, Seller shall provide Buyer at least one (1) copy of OSHA Form 174, Safety Data Sheet or equivalent, for each such material or chemical. The form shall include Buyer's stock number or the material specification number as defined in this Contract and all of the information required by 29 C.F.R. § 1910.1200(g). Any failure to comply with the above-referenced requirements shall be grounds for withholding payments due Seller.

D. Seller will give notice of shipment to Buyer when the Goods are delivered to a carrier for transportation. Seller shall be responsible for all delays and shall be liable to reimburse Buyer for all incurred costs and damages caused by delivery failures and delinquencies under this Contract. Seller shall hold title and bear all risk of loss of or damage to Goods covered by this Contract (a) until delivery of the same to the carrier, if transportation is FOB origin (place of shipment), or (b) until acceptance of the same by Buyer, if transportation is FOB destination (place of delivery). In the event Goods are rejected by Buyer pursuant to Section 11 (Nonconforming Work), title will revert immediately to Seller.

8. Specifications.

A. Seller acknowledges that it has available to it all specifications, drawings, data and other documents referenced in this Contract and that they are adequate to allow Seller to perform under this Contract. Seller shall make no change in any design, specification, configuration, material, part, manufacturing process, material supplier, or manufacturing location which affects form, fit, function, reliability, or maintainability of Goods or Services without prior written approval from Buyer. Unless otherwise specified in this Contract:

1. Goods to be delivered hereunder shall consist of new materials (not used or reconditioned).
2. Seller shall submit to Buyer with delivery or performance, for no additional payment, all documents concerning the delivery and performance, including but not limited to guarantee certificates, origin and test certificates, instructions for use, mounting instructions, and material data sheets, product data sheets, and safety data sheets.
3. Seller shall deliver all Goods in accordance with the applicable specification, drawing, and referenced standard per revisions in effect at the time this Contract is entered into. The

latest revision of the military, federal, or industry standard specified on the specification or drawing is the standard that shall be used unless otherwise specified. If a specified standard has been cancelled or made obsolete without replacement, it shall continue to be used for procurement, certification, process control, etc., unless specified otherwise. If a specified standard has been superseded (e.g., QQ-P-35 has been superseded by SAE AMS-QQ-P-35 which has been superseded by SAE AMS 2700), the current revision of the superseding standard (e.g., SAE AMS 2700) shall be used. When Seller is unsure of the applicable standard or is unable to comply fully with a specified standard, Seller shall contact Buyer for further direction before proceeding.

4. A manufacturing sub number may be permanently marked on the part to provide traceability throughout the life of Goods. When used, the sub number shall only be applied if the nonfunctional areas are legible after processing, and the sub number shall have no harmful effects on the part.

9. Inspection.

A. Buyer has the right to inspect Services and all or a sample of Goods on or after the Delivery Date. Upon providing reasonable notice to Seller, Buyer shall have reasonable access to Seller's premises or Seller's Permitted Subcontractor's premises where any part of work under this Contract is being performed. At no additional cost, Seller shall:

1. make Goods available for in-process inspection, surveillance and testing by Buyer and regulatory authorities;
2. provide reasonable assistance for the safety and convenience of Buyer and regulatory authorities in performance of such duties;
3. provide and maintain an inspection and quality control system in accordance with sound business practices and acceptable to Buyer;
4. permit Buyer to review such practices, processes and related documentation to determine such acceptability; and
5. promptly notify Buyer of any deviation or violation from Seller's approved inspection or quality control system.

B. Records of all inspection work by Seller shall be kept complete and available to Buyer during performance under this Contract and for six (6) years after final payment hereunder. Any inspection or other action by Buyer under this Section 9 (Inspection) shall not reduce or otherwise affect Seller's obligations under the Contract or impair any rights or remedies available to Buyer.

10. 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 Buyer during performance under this Contract and for six (6) years after final payment hereunder. Any inspection or other action by Buyer under this Section 10 (Quality Control System) shall not reduce or otherwise affect Seller's obligations under the Contract or impair any rights or remedies available to Buyer.

11. Nonconforming Work.

A. Notwithstanding any prior payment, testing, inspection, passage of title, or acceptance, Buyer may reject or require prompt corrective action of any Goods or Services that Buyer, in its sole judgment, deems defective in material or workmanship or otherwise nonconforming with the requirements of this Contract, including but not limited to Section 19 (Mutual Warranties), Section 20 (Seller Warranties), and Section 21 (Compliance with Laws).

B. In the event that Goods or Services are nonconforming or defective, Buyer may, effective upon written notice to Seller, take one or more of the following actions:

1. Rescind this Contract in its entirety;
2. Accept all or a portion of Goods or Services at a reasonably reduced price. Buyer's acceptance of non-conforming Goods or Services does not release Seller from its warranties or latent defect obligations;
3. Reject all or a portion of Goods or Services and require conforming Goods or re-performance of Services at Seller's sole expense, including, but not limited to related materials, time, labor, and transportation charges. If Seller fails to timely deliver replacement Goods or re-perform Services, Buyer may replace them with Goods or Services from a third party and charge Seller the cost thereof and terminate this Contract pursuant to Section 27 (Termination for Default). Following rejection, Seller shall not deliver corrected or re-worked Goods without disclosing the former rejection and corrective action taken. Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions; and/or
4. Reject all or a portion of Goods or Services and deduct the amount due Seller the cost of remedying defects, including reasonable charges for all materials, time, and labor, or the cost of obtaining replacement Goods or Services from another source.

In addition to the above, Buyer may seek Liquidated Damages pursuant to Section 12 (Liquidated Damages).

C. Seller shall promptly provide written notice to Buyer of any deficiencies discovered or suspected relating to the Goods or Services ordered under this Contract. Such notice shall not imply Buyer's willingness to accept any deficient Goods or Services and shall not relieve Seller's obligations to perform fully under this Contract.

12. Liquidated Damages. If Seller materially breaches its obligations under Section 6 (Delivery of Goods/Performance of Services) or Section 11 (Nonconforming Work), Seller shall pay to Buyer an amount equal to zero point five percent (0.05%) of the total purchase price of the Goods and Services for each day a Seller breach continues, up to and subject to a maximum of ten percent (10%) of the total purchase price (the "**Liquidated Damages**"). The parties intend that the Liquidated Damages constitute compensation and not a penalty. The parties acknowledge and agree that the Buyer's harm caused by Seller's failure to deliver and perform would be impossible or very difficult to accurately estimate at the time of this Contract's effective date, and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from Seller's breach.

13. Work at Buyer's Premises. If this Contract involves work by Seller on Buyer's premises or any premises under Buyer's control or responsibility, Seller shall comply with all the rules and regulations established by Buyer for access to, property brought onto, and activities in and around premises controlled by Buyer. Seller shall: (1) comply with all workplace safety rules and requirements of the Buyer and those set forth in the laws of the state(s) where work pursuant to this Contract is being performed, and (2) take all additional precautions required by Buyer or otherwise necessary for safety and accident prevention purposes or for the preservation of the life and health of the parties' personnel performing or in any way coming into contact with the performance under this Contract, including Buyer's safety training when required at Buyer's discretion. Seller shall promptly inform Buyer of any injury, accident, incident, exposure, or damage that occurs on Buyer's premises. Seller's personnel may not enter areas or perform any work where explosives or other serious hazards are present without prior written approval from Buyer. Any violation of such rules and requirements, unless promptly corrected as directed by Buyer, shall be considered a material breach of and grounds for termination of this Contract. While on Buyer's premises, Seller and Seller's Permitted Subcontractors are subject to the applicable rules and regulations governing Buyer's visitors and contractors, including but not limited to building security procedures. Seller engaged personnel, including delivery personnel, may not bring firearms, weapons, cameras, alcohol, illegal drugs, or unauthorized passengers onto any Buyer premises. Seller agrees to save harmless and defend Buyer from and against any and all claims, demands, actions, debts, liabilities, judgments, costs, and attorney's fees arising out of claims on account of, or in any manner predicated upon loss of, or damage to the property of, the injuries to, or the death of, any or all persons whatsoever, in any manner caused or contributed to by Seller and/or Seller's Permitted Subcontractors while in, upon, or about Buyer's premises, and to indemnify and save Buyer harmless from and on account of damages of any kind which Buyer may suffer as a result of the acts of any of Seller and/or Seller's Permitted Subcontractors in or about the area involved. Buyer reserves the right to participate in the defense of any such claims, demands, and actions.

14. Changes.

A. Buyer may at any time, by written instructions and/or drawings, issue Seller an order changing the Services or Goods (each a "**Change Order**"). Seller shall within seven (7) business days of receipt of a Change Order submit to Buyer a proposal reflecting changes in price, delivery schedule, and any other provisions of this Contract that may be affected. If Buyer accepts Seller's proposal, Buyer shall issue written direction to Seller to proceed, and Seller shall proceed with the changes subject to the Seller's proposal and this Contract. Seller acknowledges that a Change Order may or may not entitle Seller to an adjustment in Seller's compensation or performance deadlines under this Contract.

B. Buyer's technical personnel may provide written technical direction to Seller. Such technical direction and management surveillance shall not impose tasks and requirements upon Seller that are in addition to or different from the requirements set forth in this Contract. If any technical direction is interpreted by Seller to fall within this Section 14 (Changes), or Seller otherwise considers Buyer's conduct to constitute a change, Seller shall notify Buyer immediately in writing as to the nature of such conduct and its effect upon Seller's performance. Pending direction from Buyer, Seller shall take no action to implement any such change.

15. Stop Work.

A. Buyer may, at any time, by written order to Seller, require Seller to stop all or any part of the work called for by this Contract for a period of up to one hundred (100) days, which in Buyer's sole discretion

may be extended up to a total of one hundred eighty (180) days, and beyond that for any further period to which the parties mutually agree to in writing. This written order shall be specifically identified as a "Stop Work Order" pursuant to this Section 15 (Stop Work). Upon receipt of the Stop Work Order, Seller shall immediately comply with its terms and take all reasonable steps to mitigate damages and minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of one hundred (100) days after the Stop Work Order is issued to Seller, or within any extension period, Buyer shall either: (a) cancel the Stop Work Order, or (b) terminate the work covered by the Stop Work Order as provided for in Section 26 (Termination for Convenience).

B. If a Stop Work order is cancelled or the period of the Stop Work Order expires, Seller shall immediately resume its obligations under this Contract. If Seller submits a claim for an equitable adjustment in delivery schedule or price within thirty (30) calendar days after the end of the period of work stoppage, Buyer in its sole discretion shall issue a Change Order accordingly.

C. If a Stop Work Order is not cancelled and the work covered by the Stop Work Order is terminated, the reasonable costs resulting from the Stop Work Order shall be allowed in arriving at the termination settlement, provided however, that said adjustment does not exceed the purchase order price.

16. Property Management. Buyer may, by written authorization, provide to Seller property owned by either Buyer or its customer ("**Furnished Property**"). Furnished property shall be used only for the performance of this Contract. Title to Furnished Property shall remain in Buyer or its customer. Seller shall be responsible for risk of loss, theft, destruction or damage to Furnished Property while it is in Seller's custody or control. Seller shall clearly mark and maintain an inventory of all Furnished Property to show its ownership. Seller shall put in place a property control system which Buyer may at any time review for compliance and adequacy. At the conclusion of the Contract or upon written request from Buyer, Seller shall return Furnished Property in the same condition as when received, except for reasonable wear and tear. Such property is provided "AS IS" and without express or implied warranty, and Seller's use of Furnished Property shall be at its own risk.

17. Intellectual Property Rights.

A. All documents, work product, and other materials that are developed, in whole or in part, under this Contract (collectively, the "**Deliverables**") and all other writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, drawings, specifications, data, proposals, and materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice in the course of performing Services or other work performed in connection with this Contract (collectively, and including the Deliverables, "**Work Product**"), and all patents, copyrights, trademarks (together with the goodwill symbolized thereby), trade secrets, know-how, and other confidential or proprietary information, and other intellectual property rights (collectively, "**Intellectual Property Rights**") therein, shall be owned exclusively by Buyer.

B. Seller shall make full and prompt written disclosure to Buyer of any inventions that constitute Work Product, whether or not such inventions are patentable or protected as trade secrets. Seller shall not disclose to any third party the nature or details of any such inventions without the prior written consent of Buyer. Any patent application for or application for registration of any Intellectual Property Rights in any Work Product that Seller may file during the term of this Contract or at any time thereafter

will belong to Buyer, and Seller hereby irrevocably assign to Buyer, for no additional consideration, Seller's entire right, title, and interest in and to such application, all Intellectual Property Rights disclosed or claimed therein, and any patent or registration issuing or resulting therefrom. Upon the request of Buyer, Seller shall promptly take such further actions, and provide such further cooperation as may be reasonably necessary to assist Buyer to apply for, prosecute, register, maintain, perfect, record or enforce its rights in any Work Product and Intellectual Property Rights.

C. Seller acknowledges and agrees that all Work Product that may qualify as "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. § 101) is hereby deemed "work made for hire" for the Company and all copyrights therein shall automatically and immediately vest in the Buyer. To the extent that any Work Product does not constitute "work made for hire," Seller hereby irrevocably assign to the Company and its successors and assigns, for no additional consideration, Seller's entire right, title, and interest in and to the Work Product and all Intellectual Property Rights therein, including the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof.

D. Seller shall include this Section 17 (Intellectual Property Rights) or equivalent provisions in lower tier subcontracts relating to this Contract.

18. Information Assurance.

A. Information provided by Buyer to Seller remains the property of Buyer, and nothing in this Contract shall convey any property or ownership rights to Seller. Seller shall comply with the terms of any non-disclosure agreement with Buyer and comply with all proprietary information markings applied by Buyer to anything provided hereunder to Seller. Seller shall not use any Buyer-provided information for any purpose except to perform this Contract and shall not disclose such information to third parties without the prior written consent of Buyer.

B. Seller shall confirm that all Goods and Services provided under this Contract, including any related data or information, shall comply with all applicable laws, regulations, and industry standards related to data security and privacy. Seller will implement and maintain reasonable security measures to protect Buyer's data and information from unauthorized access, use, disclosure, alteration, or destruction. Specifically, Seller shall (1) implement data encryption technique at rest and in transit to protect sensitive information; (2) establish and enforce strict access controls to limit access to Buyer's equipment, materials, data and systems to authorized personnel only; and (3) promptly notify Buyer in the event of any data breach or unauthorized access to Buyer's data and cooperate with Buyer in any investigation by Buyer or a regulatory body regarding such breach or potential breach. Seller will implement and maintain security as required and in accordance with industry standards.

C. Prior to the commencement of any work to be performed under this Contract and at any time thereafter before substituting or adding new personnel to work on Buyer's premises, Seller must provide verification of a favorable background check and proof of citizenship for all of Seller's employees and the employees of Seller's Permitted Subcontractors who will perform work at Buyer's premises or will have access to Buyer's Furnished Property or data and information so that Buyer may determine what level of access to Buyer's facilities and technical data is allowed in order to comply with United States law.

19. Mutual Warranties. Each Party represents and warrants to the other that: (a) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation or organization; (b) it is duly licensed or qualified to do business and is in good standing in all jurisdictions in which the nature of the activities conducted or proposed to be conducted by it under this Contract it makes such licensing or qualification necessary to perform its obligations required under this Contract; (c) it has full power and authority to execute and deliver this Contract and to perform its obligations under this Contract; and (d) neither the execution and the delivery of this Contract nor the consummation of the transactions contemplated hereby will result in a breach of or violate the charter or bylaws or equivalent governing instruments of the Party.

20. Seller Warranties.

A. Seller represents, warrants, and covenants that it shall perform obligations pursuant to this Contract using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Contract.

B. Seller represents, warrants, and covenants that all Goods, and Services as applicable, will: (1) be free from any defects in workmanship, material and design; (2) conform to applicable specifications, drawings, designs, samples and other requirements specified by Buyer; (3) be fit for their intended purpose and operate as intended; (4) be merchantable; (5) be free and clear of all liens, security interests or other encumbrances; (6) not infringe or misappropriate any third party's patent or other intellectual property rights; and (7) not contain any part that has not passed successfully all required original equipment manufacturer testing, verification, screening, and quality control processes.

C. Seller represents, warrants and covenants that it shall comply with Buyer's Supplier Code of Conduct (<https://www.chemring.com/sustainability/ethics-and-business-conduct>), as amended from time to time.

21. Compliance with Laws.

A. Seller shall comply with all applicable laws, regulations and ordinances, including, but not limited to, (1) all applicable country laws such as the Foreign Corrupt Practices Act, as amended (FCPA) (15 U.S.C. §§ 78dd-1, et seq. and the U.K.'s Bribery Act relating to anti-corruption or anti-bribery), regardless of whether Seller is within the jurisdiction of the United States, (2) the Fair Labor Standards Act of 1938, as amended, (3) the Walsh-Healy Public Contracts Act, as amended, (4) the Contract Work Hours and Safety Standards Act, and (5) the Occupational Safety and Health Act (OSHA) of 1970.

B. Seller shall comply with all applicable requirements of federal, state, and local labor and employment laws and any failure to do so will be regarded a material breach.

C. **As applicable, Seller and Seller's Permitted Subcontractors shall abide by the requirements of 41 C.F.R. 60-300.5(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 require that covered prime contractors and subcontractors take action to employ and advance in employment qualified individuals without regard to protected veteran status or disability.** If applicable, the contractor and subcontractor shall also abide by the requirements 41 C.F.R. § 61-300.10 regarding

veterans' employment reports, 29 C.F.R. § 1602.7 regarding the annual EEO-1 Report, and 29 C.F.R. Part 471, Appendix A to Subpart A, regarding posting a notice of employee labor rights.

D. Seller shall comply with all applicable laws and regulations prohibiting trafficking in persons and/or the use of forced labor.

E. Seller represents and warrants it has not paid, or offered or agreed to pay, or has caused to be paid, or offered or agreed to be paid directly or indirectly, in respect of this Contract any political contributions, fees or commissions (as defined in Part 130 of the International Traffic In Arms Regulations (ITAR), as amended and/or the FCPA, as amended). Seller represents and warrants that it will not offer, pay, promise to pay or authorize the payment of money, or offer, give, promise or authorize the giving of anything of value to a territory official) as defined in the FCPA, as amended), to any territory political party or any candidate for territory political office, or to any person, while knowing or being aware of a high probability that all or a portion of such money or thing of value will be offered, given a promise, directly or indirectly, to any territory official, to any territory political party or official thereof, or to any candidate for territory political office, for the purposes of: (1) influencing any act or decision of such territory official, political party, party official, or candidate in his or its official capacity, including a decision to fail to perform his or its official functions; or (2) inducing such territory official, political party, party official, or candidate to use his or its influence with the territory government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, in order to assist Buyer or Seller in obtaining or retaining business for or with, or directing business to Buyer or Seller.

F. Before the date on which Services are to start, Seller shall obtain, and at all times during the term of this Contract, maintain, all necessary licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Contract.

G. The representations and warranties set forth in this Section 21 (Compliance with Laws) are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods or Services with the foregoing warranties. These representations and warranties survive any delivery, inspection, acceptance or payment of or for the Goods or Services by Buyer. Seller shall include this Section 21 (Compliance with Laws) or equivalent provisions in lower tier subcontracts relating to this Contract. Seller acknowledges that Seller remains fully responsible for all actions or omissions of any of its employees, agents, or Seller's Permitted Subcontractors, and if Seller or any of its employees, agents, or Seller's Permitted Subcontractors engages in any of the prohibited activities in this clause, this Contract is subject to immediate termination. Whenever Seller has knowledge, whether substantiated or not, that any actual or suspected violation of this Section 21 (Compliance with Laws) has occurred, Seller shall immediately provide written notice to Buyer and provide all relevant information. Seller shall cooperate fully during any subsequent investigation of the actual or suspected violation by Buyer or its representative or the cognizant government agency. Such cooperation shall include but not be limited to allowing inspection of its work site, offices, and documentation as necessary to support any investigation.

22. Conflict Minerals. Seller represents, warrants, and covenants that all Goods will be free from Gold, Tungsten (Wolframite), Tantalum (Columbit-Tantalite) or Tin (Cassiterite) (collectively, "**Conflict Minerals**") that have originated in the Democratic Republic of Congo, Central African Republic, Angola, Burundi, Rwanda, South Sudan, Tanzania, Uganda, or Zambia (collectively, "**DRC**"). For purposes of this warranty, Conflict Minerals derived

from scrap or recycled sources are not considered to have originated from the DRC. Seller is required to review all materials and components that are necessary for the functionality of the Goods and disclose annually whether any Conflict Minerals are present and, if so, those that originated in the DRC and to provide a chain of custody if the Conflict Minerals do originate from the DRC. Seller shall determine the country of origin or whether the Conflict Minerals originated from scrap or recycled sources. Seller must provide the following before shipment of Products upon request by Buyer: Country of Origin Inquiry and documentation certifying that deliverables are free from Conflict Minerals originating in DRC, per 17 C.F.R. 250 and 249B; traceability information on raw material sub-tier suppliers; and to the extent Seller has conducted an audit for Conflict Minerals, the audit results. Any Goods for which the above requirements are not met shall be deemed defective under this Contract and Buyer may reject and return such Goods. In that event, Seller may also be required to deliver suitable replacement Goods at Seller's sole expense. Seller represents, warrants and covenants that it shall comply with all export and import laws of all countries involved in the sale of Goods under this Contract.

23. Counterfeit Parts.

A. Seller represents, warrants, and covenants that all materials and components used in performance under this Contract, shall be genuine, authentic, and lawful. Seller shall not furnish to Buyer any Goods or other work containing any unauthentic, unlawful, or otherwise unauthorized materials or components (hereafter, "**Counterfeit Materials**"), or any Goods or other work containing suspected Counterfeit Materials.

B. All Electrical, Electronic, and Electromechanical (EEE) components (including those in assemblies and subassemblies being delivered per this Contract) must have been procured from either the Original Equipment Manufacturer (OEM), Original Component Manufacturer (OCM) or an authorized distributor of the OEM/OCM. Seller shall maintain the manufacturer's certificate of conformance for each EEE component included in the assemblies and subassemblies being delivered under this Contract. At a minimum, the certificate of conformance shall include: (1) manufacturer's name and address; (2) manufacturer's and/or Buyer's part number; and (3) batch identification for the Products, including the date code, lot code, and serialization. Seller shall maintain a method of traceability that ensures tracking of the supply chain back to the original equipment manufacturer of all EEE components included in assemblies and subassemblies being delivered under this Contract. This traceability method shall clearly identify the name and location of all supply chain intermediaries from the manufacturer to the direct source of the product for Seller. If any EEE components required to be delivered under this Contract cannot be procured by Seller in accordance with this requirement, Seller shall submit written justification and request a deviation from this requirement prior to making delivery. If the request for deviation is accepted by Buyer, Buyer shall issue a Change Order. Additional verification of the EEE component may be required prior to allowing the deviation from this requirement; such additional verification shall include inspections and/or test activities, including but not limited to, visual inspection, X-ray inspection, destructive physical analysis, thermal cycle testing, and records of this activity prior to granting the deviation.

C. Seller shall immediately notify Buyer if Seller becomes aware that it has delivered Goods or other work containing Counterfeit Materials or suspected Counterfeit Materials. If any Goods or other work performed under this Contract relied upon Counterfeit Materials or suspected Counterfeit Materials, Seller shall, at its sole expense, promptly remove and replace such work consistent with the requirements

of this Contract. Buyer's rights under this Section 23 (Counterfeit Parts) are in addition to any other rights Buyer may have at law, equity, or under other provisions of this Contract.

D. Seller shall include this Section 23 (Counterfeit Parts) or equivalent provisions in lower tier subcontracts relating to this Contract.

24. Exports and Imports. Seller is responsible for the security and safekeeping of all data, information, hardware, and software received from Buyer and any derivations therefrom (collectively, "**Technical Data**"). Seller acknowledges, understands, warrants, and agrees to comply with the U.S. export laws and regulations, including, but not limited to, ITAR, and the U.S. Department of Commerce's Export Administration Regulations (EAR); compliance includes but is not limited to: (a) abiding by export or re-export authorizations and restrictions relating to the data, information, hardware, software, or services covered by this Contract, including Technical Assistance Contracts (TAAs) and all associated provisos; and (b) maintaining a valid registration at all times with the DDTC, pursuant to 22 C.F.R. 122. By acceptance of this Contract, Seller represents that it is properly registered with the Directorate of Defense Trade Controls, U.S. Department of State, if it exports defense articles or defense services. Seller assumes all responsibility and liability for shipments of Goods requiring any government import clearance.

25. Foreign Sales Valued at or Above \$500,000. If Goods provided pursuant to this Contract are valued at or above \$500,000 (USD) and are intended for incorporation in, or use in connection with, military equipment to be used by the armed forces of a foreign government or international organization, Buyer shall so inform Seller. Seller thereafter agrees to promptly notify Buyer in writing if it has made, intends to make, or upon the making of, any payment, loan, or donation intended as a political contribution or as a fee or commission required to be reported under Part 130 of ITAR, and Seller agrees to include this clause in all subcontracts of \$500,000 (USD) or more made hereunder.

26. Termination for Convenience.

A. Buyer may, by written notice to Seller, terminate this Contract (the "**Termination Notice**"), in whole or in part, for its convenience. The Termination Notice shall specify the extent of termination and effective date. Following issuance of the Termination Notice, and as directed by Buyer, Seller shall: (1) immediately stop all work relating to the terminated portion of this Contract and direct Seller's Permitted Subcontractors to do the same; (2) comply with Buyer's instructions in the notice of termination and any subsequent written instructions; (3) transfer title and deliver all Goods (completed and partially completed) and supplies, tools, parts, plans, inventory, materials, drawings, information and other property (collectively, "**Manufacturing Materials**") that Seller specifically procured or acquired for the terminated portion of the Contract; and (4) protect and preserve all property in its possession, custody or control in which Buyer has or may acquire an interest. Seller agrees that any assistance from Buyer on this Contract or any acceptance of delinquent or nonconforming Goods will be solely for the purpose of mitigating damages; it is not the intention of Buyer to condone any delinquency, waive any defect, or waive any rights Buyer has under this Contract.

B. Seller shall have ninety (90) calendar days after receipt of the Termination Notice to submit to Buyer a claim reflecting the percentage of work performed prior to the effective date of termination, plus reasonable charges that Seller can demonstrate to the satisfaction of Buyer using its standard record keeping system have resulted from the termination. Buyer shall not pay for any work performed or costs incurred which may have reasonably been avoided. Seller shall not be paid, and in no event shall Buyer

be obligated to pay, lost or anticipated profits or unabsorbed indirect costs or overhead. In no event shall Buyer be obligated to pay Seller any amount in excess of the price identified on the purchase order for completed Goods and/or Services accepted by Buyer. Seller shall continue all work not terminated. Any Contract over money owed shall be in accordance with Section 37 (Disputes and Governing Law and Jurisdiction).

27. Termination for Default.

A. Buyer may, by written notice to Seller, terminate this Contract for default, in whole or in part, if Seller: (1) fails to comply with any provisions of this Contract, including but not limited to delivery of Goods and performance of Services within the time specified; (2) fails to make progress so as to endanger performance under this Contract; or (3) fails to provide adequate assurances of future performance. Unless otherwise agreed to in writing by Buyer, Seller shall have ten (10) calendar days after receipt of the termination notice to cure any such failure.

B. Following termination for default, and as directed by Buyer, Seller shall: (1) cease activities in a reasonably sound manner and as specified in the notice of termination; (2) comply with Buyer's instructions in the notice of termination and any subsequent written instructions; (3) transfer title and deliver all Goods (completed and partially completed), Tooling, and Manufacturing Materials that Seller specifically procured or acquired for the terminated portion of the Contract; and (4) protect and preserve all property in its possession, custody or control in which Buyer has or may acquire an interest. Seller agrees that any assistance from Buyer on this Contract or any acceptance of delinquent or nonconforming Goods will be solely for the purpose of mitigating damages; it is not the intention of Buyer to condone any delinquency, waive any defect, or waive any rights Buyer has under this Contract.

C. Following termination for default, Seller shall be paid the price identified on the purchase order for completed Goods and/or Services accepted by Buyer. Seller and Buyer shall agree on the amount of payment for Manufacturing Materials and Tooling accepted by Buyer and for the protection and preservation of property. Buyer will not require delivery of, accept, nor retain unusable materials or Products and documentation or drawings (for example, Goods or materials with major discrepancies) and therefore does not agree to payment for these. Any Contract over money owed shall be in accordance with Section 37 (Disputes and Governing Law and Jurisdiction).

D. Following termination for default, Buyer shall have the right to re-procure, upon such terms and in such manner as Buyer may deem appropriate, Goods and/or Services similar to those so terminated. Seller shall be liable to Buyer for any excess costs for re-procuring similar Goods and/or Services.

E. In the event of termination for default, Buyer may exercise all rights and remedies available to it under applicable law and equity, including without limitation, cancellation of this Contract. Should it be determined that for any reason Seller was not in default of this Contract or that the default was excusable, then the rights and remedies of the Parties shall be as if the Contract had been terminated according with Section 26 (Termination for Convenience).

F. Seller shall continue any work not terminated.

28. Other Termination. Seller shall promptly notify Buyer of and Buyer may terminate this Contract, in whole or in part, by written notice to Seller, in the event of: (a) suspension of Seller's business; (b) insolvency or material change in financial condition of Seller; (c) institution of voluntary or involuntary bankruptcy; (d) reorganization or liquidation proceeding by or against Seller; (e) appointment of a trustee or receiver for Seller's property or business, or (f) any assignment by Seller for the benefit of creditors. Such termination shall be deemed for default and the rights and obligations of the parties shall be determined as provided in Section 27 (Termination for Default), with the exception that the cure provision shall not apply.

29. Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract (except for any obligations to make payments to the other party hereunder), when and to the extent such party's (the "**Impacted Party**") failure or delay is caused by or results from the following force majeure events ("**Force Majeure Events**"): (1) acts of God; (2) flood, fire, earthquake, epidemics or explosion; (3) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (4) government order, law, or action; (5) embargoes or blockades in effect on or after the date of this Contract; (6) national or regional emergency; (7) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall promptly give notice of an anticipated or actual Force Majeure Event to the other party, stating the reason for the delay, actions being taken to minimize the delay, the period of time the occurrence is expected to continue, and a written recovery schedule. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of five (5) consecutive days following written notice given by it under this Section 29 (Force Majeure), the other party, in addition to any other rights or remedies available to it, may thereafter terminate this Contract effective upon written notice. Seller shall include this Section 29 (Force Majeure) or equivalent provisions in lower tier subcontracts relating to this Contract, and notify Buyer when there are anticipated or actual delays in subcontracts that could affect performance under this Contract.

30. General Indemnification. Seller shall defend, indemnify and hold harmless Buyer and Buyer's parent company, their subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, causes of action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with the Goods and Services purchased from Seller or Seller's negligence, willful misconduct or breach of this Contract. Seller shall not enter into any settlement without Buyer's prior written consent.

31. Limitation of Liability. In addition to any other limitations on Buyer's liability set forth herein, in no event shall Buyer, its affiliates, and its directors, officers, employees, representatives and agents be liable by reason of Buyer's breach or termination of this Contract or for any of Buyer's acts or omissions in connection with this Contract for any special, incidental, punitive, indirect or consequential damages of any kind, however caused, including loss of profits or revenue, whether such remedy is sought in contract, tort, or otherwise.

32. Intellectual Property Indemnification. Seller shall, at its expense, defend, indemnify and hold harmless Buyer and any Indemnitee against any and all Losses arising out of or in connection with any claim that Buyer's or Indemnitee's use or possession of the Goods or use of the Services infringes or misappropriates the patent,

copyright, trade secret or other intellectual property right of any third party. Seller shall not enter into any settlement without Buyer's or Indemnatee's prior written consent.

33. Insurance. During the term of this Contract and until final acceptance by Buyer, Seller and Seller's Permitted Subcontractors shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, general liability (including product liability) with limits no less than \$1 Million per occurrence; automobile liability (including owned, hired, and non-owned) with a combined single limit no less than \$1 Million per occurrence; umbrella/excess liability with limits no less than \$5 Million per occurrence; workers compensation insurance in accordance with the amounts specified under state law or laws applicable to Seller; and any other insurance as Seller's industry warrants or as is legally required, including but not limited to warehouse liability insurance and errors and omissions or professional liability insurance. The insurance required herein must be placed with insurers rated "A-" or better by A.M. Best Company, Inc. Upon Buyer's request, Seller shall provide Buyer with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in these Terms. The certificate of insurance shall name Buyer as an additional insured. Seller shall provide Buyer with sixty (60) days' advance written notice in the event of a cancellation or material change in Seller's insurance policy. Except where prohibited by law, Seller shall require its insurer to waive all rights of recovery and subrogation against Buyer's insurers and Buyer. The duty to defend, indemnify, and hold harmless Buyer shall not be limited by the insurance required in this Contract.

34. Records Retention. Unless otherwise stated in this Contract, Seller shall complete and maintain accurate records relating to the provision of Services under this Contract, including all pertinent books, documents, papers, and records dating back to the time this Contract was entered into and involving transactions related to this Contract for a period of six (6) years after final payment pursuant to this Contract. Such records shall include, without limitation, time spent and materials used by Seller in providing Services, catalogs, price lists, invoices, underlying data and basis for cost estimates, and inventory records. At the conclusion of this time period, Seller shall make a written request to Buyer for permission to: (a) destroy such records, (b) package and ship same to Buyer, (c) maintain said records at Seller's facilities, or (d) any combination of the above.

35. Audit Rights.

A. Seller will maintain suitably detailed records as may be necessary to adequately reflect Seller's compliance with the terms of this Contract. Upon reasonable advance notice, Seller agrees to permit Buyer and its agents access to inspect and make copies of Seller's books and other pertinent records relating to Seller's performance and accounting under this Contract. Buyer's inspection may include, in addition to account reconciliation and account procedures, a review of Seller's written quality assurance policies and operating procedures, the effectiveness of the procedures, and the record of inspections and tests at Seller's premises or offsite facilities. Neither Buyer's exercise nor failure to exercise the right to inspect shall in any way relieve Seller of its obligation to perform its obligations under the Contract.

B. Buyer may perform audits up to three (3) years following completion of this Contract. If, as a result of an audit, any invoice submitted by Seller is found to be in error, an appropriate adjustment will be made to the invoice or the next succeeding invoice following the discovery of the error and will be paid promptly by Seller or Buyer, as the case may be. Seller will promptly correct any other Seller deficiencies discovered as a result of the audit.

C. Seller shall include this Section 35 (Audit Rights) or equivalent provisions in lower tier subcontracts relating to this Contract, and secure for Buyer all of the rights and protections within this clause.

36. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of the purchase order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Contract, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

37. Disputes and Governing Law and Jurisdiction.

A. Seller and Buyer will attempt to resolve any dispute arising from or relating to this Contract through frank and open negotiations, which shall include if not resolved at a lower-level direct interactions by the respective senior leadership of the parties. To the extent that such negotiations fail, resolution may be achieved through the appropriate legal proceedings.

B. Seller and Buyer agree that any legal suit, action or proceeding arising out of or relating to this Contract is governed by and construed in accordance with the laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Illinois, except that when Federal law of U.S. Government contracts exists on substantive matters requiring construction under this Contract, such Federal law shall apply in lieu of state law. Any legal suit, action or proceeding arising out of or relating to this Contract shall be instituted in the federal courts of the United States of America or the courts of the State of Illinois, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

38. Non-Exclusive Remedies. The remedies provided to Buyer in this Contract are not exclusive, and Buyer shall be entitled to any other remedies that may be available to Buyer at law or in equity, by statute or otherwise, individually or in any combination thereof. The election by Buyer of any remedy provided for in this Contract shall not preclude Buyer from pursuing any other remedies available to Buyer at law, in equity, by contract or otherwise.

39. No Third-Party Beneficiaries. This Contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract.

40. Public Release of Information. Seller shall not at any time during or subsequent to performance under this Contract release the existence of or terms of this Contract, or name of Buyer or Buyer's affiliates, without obtaining prior written consent from Buyer. This includes but is not limited to advertisements, brochures, news releases, photographs, films, public announcements, denial or confirmation of the same, or interviews with news media representatives and the like. Seller shall include this Section 40 (Public Release of Information) or equivalent provisions in lower tier subcontracts relating to this Contract.

41. Waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Contract operates, or may be construed, as a waiver thereof. A waiver by either party hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any covenant herein contained. All waivers shall be in writing and signed by the party waiving its rights. Buyer's approval of Goods or Services shall not relieve Seller of its warranties or any other requirement under this Contract. Buyer's waiver of any drawings or specification requirements for one or more Goods or Services shall not constitute a waiver of such requirements for the remaining Goods unless so stated in writing by Buyer.

42. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Contract shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

43. Severability. If any term or provision of this Contract is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction.

44. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Contract including, but not limited to the following Sections: 19 (Mutual Warranties), 20 (Seller Warranties), 30 (General Indemnification), 32 (Intellectual Property Indemnification), 33 (Insurance), 34 (Records Retention), 35 (Audit Rights) and 37 (Disputes and Governing Law and Jurisdiction).

45. Amendment and Modification. This Contract may only be amended or modified in a writing stating specifically that it amends the Contract and is signed by an authorized representative of each party.