

**PALOMAR PRODUCTS INC.
TERMS & CONDITIONS OF PURCHASE
October 2023**

1. **APPLICABILITY.** This purchase order is an offer by Palomar Products, Inc. (“Buyer”) for the purchase of the goods or services specified on the face of this purchase order from the party to whom the purchase order is addressed (“Seller”) in accordance with and subject to these terms and conditions (the “Terms”; together with the terms and conditions on the face of the purchase order, the “Order”). The terms “Parties” means Seller and Buyer, and if context requires, their employees, officers, agents, wholly-owned subsidiaries, subcontractors, and others acting at their respective direction and control. The term “party” means a single entity. This Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to Buyer’s purchase order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter hereof. **Seller’s acceptance is expressly limited to the terms of this Order. These Terms prevail over any terms or conditions contained in any other documentation and expressly exclude any of Seller’s general terms and conditions of sale or any other document issued by Seller in connection with this Order.** If this Order has been issued by Buyer in response to an offer, the terms of which are additional to or different from any of the provisions hereof, then the issuance of this Order by Buyer is subject to the express condition that Seller assent that this Order constitutes the entire agreement between Buyer and Seller with respect to the subject matter hereof and thereof. These Terms apply to any repaired or replacement goods provided by Seller hereunder.
2. **ACCEPTANCE.** Seller’s written acceptance or commencement of performance of this Order shall constitute acceptance. If Seller does not accept this Order in writing within 72 hours of Seller’s receipt of this Order, this Order will be deemed accepted by Seller utilizing these terms. Any exceptions by Seller will be considered null and void and non-enforceable. Buyer may withdraw this Order any time before acceptance.
3. **PRECEDENCE.** Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) typed provisions set forth, in this Order, (2) Buyer’s Purchase Order Attachments, (3) the preprinted portion of this Order, including these Purchase Order General Provisions, (4) statement of work, and (5) specifications attached or incorporated by reference. Buyer’s specifications shall prevail over those of an agency of the U.S. Government, and both shall prevail over those of Seller.
4. **DELIVERY.** Seller shall deliver the goods in the ordered quantities or perform the services, each on the date(s) specified in this Order or as otherwise agreed in writing by the Parties (the “Delivery Date”). Timely delivery of the goods or services is of the essence. Seller shall list the Country of Origin, HTSUS/export code USML/ECCN/EAR99 for all goods, such information shall be listed on the packing list accompanying the order, as well as customs invoice (if applicable). Seller is required to notify the Buyer should there be any change to the classification information. If Seller fails to deliver the goods or perform the services in full on the Delivery Date, Buyer may terminate this Order immediately by written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses attributable to Seller’s failure to deliver the goods or perform the services on the Delivery Date. Alternatively, if Seller fails to meet the Delivery Date, Buyer, without limiting its other rights or remedies, may direct expedited routing; any excess costs incurred thereby shall be debited to Seller’s account. Buyer may return any goods delivered prior to the Delivery Date at Seller’s expense and Seller shall redeliver such goods on the Delivery Date.
5. **DELIVERY LOCATION.** All goods shall be delivered to the address specified in this Order (the “Delivery Location”) or as otherwise instructed by Buyer.
6. **LIQUIDATED DAMAGES.** Should Seller fail to make delivery of any goods in accordance with the delivery schedule or provide goods that do not conform to requirements/specifications in the Purchase Order, the Buyer shall be entitled to receive, and Seller shall pay, compensation in the form of liquidated damages and not as a penalty.
Buyer shall be entitled to receive and Seller pay liquidated damages accruing at the rate of three percent (3%) per day, compounded on a daily basis of the price of the goods beginning on the fifth day after the scheduled delivery date.
Seller agrees that liquidated damages in the foregoing amounts are reasonable in light of the anticipated harm caused by the late delivery; the difficulties of the proof of loss; and the inconvenience, expense, or non-feasibility of otherwise determining and obtaining an adequate remedy.
In no event shall failure to assess liquidated damages be considered a waiver of Buyer’s rights in this or any other articles or clauses. The remedies contained in this clause are in addition to any remedies Buyer may have at law, equity, or under other provisions of this Contract.

PALOMAR PRODUCTS INC.
TERMS & CONDITIONS OF PURCHASE
October 2023

7. **SHIPPING.** Delivery shall be as stated on the face of the Order, but if not so stated, then delivery of goods shall be DDP Delivery Location (Incoterms 2010). Seller shall give written notice of shipment to Buyer when the goods are delivered to a commercial carrier. Seller shall provide Buyer all shipping documents, including the commercial invoice, packing list, air waybill/bill of lading and any other documents necessary to release the goods to Buyer promptly after Seller delivers the goods to the transportation carrier. This Order number must appear on all shipping documents, shipping labels, air waybill/bill of lading, invoices, correspondence and any other documents pertaining to this Order.
- A. Tariff Provisions. All shipments shall be made in strict conformity with governing tariff rules and regulations and packaging specifications, except where otherwise specifically required by provisions of this Order or military regulations.
- B. Routing Instructions:
1. Freight shipments are to be routed via Order instructions or as authorized by Buyer. Seller will request prior routing instructions for delicate equipment, emergency shipments, or shipments exceeding 10,000 pounds gross weight.
 2. Insurance: DO NOT DECLARE ANY VALUE FOR CARRIAGE OR INSURANCE. Shipments shall be released to minimum value of governing classification or tariff; or insured for minimum value for traceability. No shipment exceeding \$10,000 shall be sent Parcel Post. No shipment exceeding \$50,000 shall be sent via courier service. Seller will provide advance notice to Buyer of shipments exceeding \$1,000,000.
 3. Consolidation: Except where limited by Clause 3(c) above, consolidate all shipments to the delivery point specified herein, for any one day, on one bill of lading.
 4. Purchase Order Number(s) must appear on all correspondence, shipping labels; invoices; and shipping documents, including Packing Sheets, Bills of Lading, and Airway bills.
 5. Packing Sheets: Seller is to provide two (2) copies of each packing sheet with the shipment.
8. **TITLE /RISK OF LOSS.** Title passes to Buyer upon final acceptance by Buyer of the goods to the Delivery Location. Seller bears all risk of loss or damage to the goods until delivery of the goods to the Delivery Location.
9. **PACKAGING.** Goods must be packed for shipment according to Buyer's instructions, in the absence of such requirement, Seller shall utilize best commercial practices, in a manner sufficient to ensure that the goods are delivered in undamaged condition. Goods shall be marked and labeled in compliance with all applicable laws, standards and regulations. Seller must provide Buyer prior written notice if it requires Buyer to return any packaging material. Any return of packaging material shall be at Seller's expense.
10. **AMENDMENT.** No change to this Order is binding upon Buyer unless it is in writing, specifically states that it amends this Order and is signed by a Buyer authorized representative.
11. **ACCEPTANCE AND REJECTION OF GOODS.** Buyer may inspect all or a sample of the Goods on or after the Delivery Date. Buyer, at its sole discretion, may reject all or any portion of the goods if it determines Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer may (a) rescind this Order in its entirety; (b) accept the Goods at a reasonably reduced price; (c) reject the Goods and require replacement or repair thereof; or (d) provide Non Conformance Material Report (NCMR) prior to correction of the Goods and charge Seller for all costs associated with the correction by means of crediting any outstanding invoice or future invoices. If Buyer requires replacement of the Goods, Seller shall, at its expense, promptly replace the nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for return of the defective Goods and delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Buyer may replace, repair or rework the Goods from a third party and charge Seller the cost thereof and terminate this Order for default. Any inspection or other action by Buyer hereunder will not reduce or otherwise affect Seller's obligations under this Order. Buyer may conduct further inspections after Seller has carried out its remedial actions. The remedies contained in this clause are in addition to any remedies Buyer may have at law, equity, or under other provisions of this Contract.
12. **ACCEPTANCE AND REJECTION OF SERVICES.** Buyer may inspect all services provided after the Delivery Date. Buyer, at its sole discretion, may reject all or any portion of the Services if it determines Services are nonconforming. If Buyer rejects any portion of the Services, Buyer may (a) Provide an opportunity to Seller to correct non-conforming services (b) accept the Services at a reasonably reduced price (c) reject the Services and require the service to be re-performed; or (d) provide Non Conformance Material Report (NCMR) prior to the correction of the Service and charge Seller for all costs associated with the correction. If Buyer requires re-performance of the Services, Seller shall, at its expense, promptly replace the nonconforming Services and pay for all related expenses. If Seller fails to timely replace the Services, Buyer may replace the Services from a third party and charge Seller the cost thereof and terminate this Order for default. Any inspection or other action by Buyer hereunder will not reduce or otherwise affect Seller's obligations under this Order. The remedies

PALOMAR PRODUCTS INC.
TERMS & CONDITIONS OF PURCHASE
October 2023

contained in this clause are in addition to any remedies Buyer may have at law, equity, or under other provisions of this Contract.

13. **PRICE.** The price of the goods or services is the price stated in this Order. If no price is included in this Order, the price shall be the price set out in Seller's published price list in force as of the date of this Order. Unless otherwise specified in this Order, the price includes all packaging, transportation costs to the Delivery Location, insurance, customs duties and fees and applicable taxes, including, but not limited to, all value-added taxes, sales, use or excise taxes. No increase in the price is effective, whether due to increased material, labor or transportation costs or otherwise, without Buyer's prior written consent.
14. **MOST FAVORED CUSTOMER.** Seller warrants that the price for the goods or services is the lowest price charged by Seller to any of its customers for similar volumes of similar goods or services. If Seller charges any other customer a lower price, Seller must apply that price to all goods or services under this Order. If Seller fails to meet the lower price, Buyer, at its option, may terminate this Order for default.
15. **PAYMENT TERMS.** Seller shall issue an invoice in duplicate to Buyer's Accounts Payable Department on or after date of shipment and only in accordance with these Terms. Except as otherwise set forth on the face of the Order, Buyer shall pay all properly invoiced amounts due to Seller NET 90 days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. All payments hereunder will be in US dollars and made by company check or as may otherwise be agreed between Buyer and Seller. In the event of a payment dispute, Buyer shall deliver a written notice to Seller reasonably describing each disputed item. The Parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under this Order notwithstanding any such dispute.
16. **CHANGES.** Buyer may, at any time, in writing, make changes within the general scope of this Order, in any one or more of the following: (a) applicable drawings, designs or specifications; (b) method of shipment or packing; (c) place or timing of delivery; (d) materials, methods or manner of production; or (e) quantity. If any such change causes an increase or decrease in the cost of or the time required for performance of this Order, an equitable adjustment shall be made in the price or delivery schedule or both, and this Order shall be modified accordingly. Any claim by Seller for adjustment hereunder must be asserted within 10 days from Seller's receipt of the change notice, but such period may be extended upon Buyer's written approval. However, nothing in this clause will excuse Seller from proceeding with this Order as changed or modified.
17. **SET-OFF.** Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller.
18. **WARRANTIES.** Seller warrants to Buyer and its' customers that all goods or services will conform to applicable specifications, drawings, designs, samples and other requirements specified by Buyer; free from any defects in workmanship, material and design; fit for their intended purpose and operate as intended; merchantable; and free and clear of all liens, security interests or other encumbrances. Goods and services provided hereunder will not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment of or for the goods or services by Buyer. These warranties are cumulative and in addition to any other warranty provided by law or equity and shall survive acceptance of and payment for the goods ordered or services provided hereunder. If Buyer gives Seller notice of noncompliance, Seller shall, at its own expense, promptly replace or repair the defective or nonconforming goods or services and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods or services to Seller and the delivery of repaired or replacement goods or services to Buyer. Seller guarantees that all services and goods furnished hereunder against any defects in design material, or workmanship for Twenty four (24) months from the date of acceptance by Buyer. In case of latent defects, Seller shall take corrective action to correct defect within fourteen days (14) days upon Buyer's discovery of the latent defect.
19. **TERMINATION FOR DEFAULT.**
 - A. Buyer may terminate this Order for Seller's default in accordance with FAR 52.249-8 or if circumstances set forth therein occur, or if Seller becomes insolvent, fails to pay its debts as they become due, or makes or proposes an assignment for the benefit of creditors. Buyer shall have such additional remedies for default as may be available at law or in equity whether or not it terminates this Order. To be relieved of liability for excess cost as provided in paragraph (c) of FAR 52.249-8, Seller must provide Buyer written notice of the cause of failure to perform which is beyond its control and without its fault or negligence within seven (7) days of occurrence of the cause.
 - B. If termination is based on Delivery default: (i) If at any time it appears that the Seller has not or will not meet this Order's delivery schedule, or any extension thereof, the buyer shall have the right to require the Seller to submit a revised delivery schedule together with adequate documentation to support the reasonableness of the revised schedule. The revised schedule

PALOMAR PRODUCTS INC.
TERMS & CONDITIONS OF PURCHASE
October 2023

shall provide a specific date for the delivery of each deliverable item under this Order and shall not be submitted subject to any contingencies. (ii) Unless the Buyer has extended the time in writing, the Seller shall submit the revised delivery schedule within fourteen (14) calendar days after receipt of the Buyer's written request. Such request shall not be deemed a waiver of any existing delivery schedule, the Buyer shall have thirty (30) calendar days after receipt of the Seller's response within which to approve or disapprove the Seller's revised schedule. If it is approved, the Parties shall incorporate it into the Order using a bilateral modification issued by the Buyer. (iii) If the Seller fails to submit a revised delivery schedule as specified above, or any extension thereof granted by the Buyer, the Seller shall be deemed to have failed to make delivery within the meaning of the "Default" clause of this Order and this Order shall be subject to termination.

C. In addition to any remedies that may be provided under these Terms, Buyer may terminate this Order with immediate effect upon written notice to Seller, either before or after the acceptance of the goods or services for but not limited to the following; if Seller has breached this agreement regarding confidentiality, infringement or becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership,

Re-organization or assignment for the benefit of creditors. If Buyer terminates this Order pursuant hereto, Seller's sole and exclusive remedy is payment for the goods or services received and accepted by Buyer prior to termination.

20. **TERMINATION FOR CONVIENENCE.** Buyer may at its sole discretion and any time (notwithstanding the existence of any of the causes or events specified in Section 17 or any other condition of default) terminate in whole or in part, the undelivered portion of the goods or services by written notice to Seller, who shall immediately upon receipt of such notice discontinue all work in respect to the cancelled portion of this Order except as may be necessary to preserve and protect the work and materials then in process. Buyer shall have all rights and obligations at law or equity including Buyer's right to title and possession of goods and materials paid for. Seller shall immediately cancel and terminate all then existing orders placed by Seller which are chargeable to the cancelled portion of this Order. In the event of such termination and if Seller is not in default hereunder, Buyer shall pay Seller, in addition to the price for all conforming goods and services previously delivered to and accepted by Buyer in accordance with the terms of this Order and not previously paid for, all reasonable direct costs necessarily incurred by Seller in connection with the cancelled portion of this Order, which payment(s) shall be in full settlement of all claims by Seller arising out of such cancellation, provided that Seller delivers to Buyer all goods, services and raw materials paid for by Buyer.
21. **SUSPENSION OF WORK/STOP WORK.** Buyer shall have the right to direct Seller in writing to suspend all or any part of the work for a period of time not to exceed 90 days, and for any further period as the Buyer and Seller may agree, unless extended by Buyer's customer. Upon receipt of the written notice, Seller shall immediately comply with the terms of the notice and shall take all reasonable measures to mitigate the costs allocable to the suspended portion of the work.
22. **INDEMNITY.** Seller shall defend, indemnify and hold harmless Buyer and Buyer's parent company and their subsidiaries, affiliates, successors and their respective directors, officers and employees and Buyer's customers (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any rights hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with the goods purchased or services received from Seller or Seller's negligence, willful misconduct or breach of these Terms. Seller shall not enter into any settlement without Buyer's or Indemnitee's prior written consent.
23. **INTELLECTUAL PROPERTY (IP).** IP means inventions, discoveries and improvements, know-how, works, technical data, drawing specifications, process information, reports and other information including computer software. Seller and Buyer both agree that Seller shall retain ownership of all its Seller-Owned IP. Seller agrees that Buyer shall have an unlimited, irrevocable, paid up, royalty-free right to make, have made, sell, offer for sale, use execute, reproduce, display, perform, distribute copies of, transfer computer software to the end customer. Seller further grants Buyer license rights solely for the purpose of completing Buyer's contractual obligations to Buyer's end customer.
24. **INTELLECTUAL PROPERTY INDEMNITY.** Seller shall, at its expense, defend, indemnify and hold harmless Indemnitees against any and all Losses arising out of or in connection with any claim that such Indemnitee's use or possession of the goods or receipt 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 Indemnitee's prior written consent.
25. **INSURANCE.** At all times during the term of a Contract and for a minimum period of four (4) years after signing Contract, Supplier shall affect and maintain insurance of the following coverage and shall provide Buyer with a certificate of insurance naming TransDigm and/or the business unit as Additional Insured and evidencing such coverages. Supplier shall require its subcontractors to carry the same minimum level of coverages outlined below:

PALOMAR PRODUCTS INC.
TERMS & CONDITIONS OF PURCHASE
October 2023

(A) Aviation Products and Completed Operations and Hangar Keeper's Liability Insurance with a combined single limit of not less than USD 50,000,000 per occurrence and in the aggregate for third-party bodily injury, property damage, premises, and contractual liability, and a combined single limit as may be available of USD50,000,000 for war risks

(B) Comprehensive General Liability Insurance, including Premises and Operations, Products and Completed Operations, Blanket Contractual Liability, Stop-Gap for monopolistic workers' compensation states, Property Damage, Independent Contractors, Personal and Advertising Injury, Broad Form Property Damage, Cross Liability or a Separation of Interests provision (with policy coverage applying separately to each insured), Care, Custody and Control coverages with a combined single limit of not less than ten million dollars (\$2,000,000.00) per occurrence. Policy shall name Buyer, its directors, officers, agents employees and subcontractor as additional insureds.

(C) Commercial Automobile Liability Insurance covering all owned, hired, and non-owned automobiles with a Bodily Injury and Property Damage combined single limit of not less than five million dollars (\$1,000,000.00) each accident.

(D) Workers' compensation insurance (or foreign equivalent) with statutory limits in full compliance with the workers' compensation and occupational disease act of every state or country in which the Work is to be performed; and employer's liability insurance with limits of liability of not less than one million dollars (\$1,000,000.00) each accident.

(E) All Risk Property insurance in amounts not less than the replacement value of Buyer's assets in Supplier's care, custody, or control during the term of this agreement. Buyer shall be named as loss payee as its interest may appear

2. Rating. All insurance coverages must be placed with insurance carriers that have a minimum AM Best rating of "A-, VII".

3. Additional Insured. The policies required by Subsections 1(A), 1(B) and 1(C) above shall be endorsed to name Company, its parent, subsidiaries and member entities, their respective Affiliates, and the Financing Parties as additional insureds. The insurance shall be equally available to all "additional insureds" designated on the certificate of insurance issued to said, "additional insureds" and shall provide a duty to defend.

4. Primary Coverage. For any claims related to Suppliers Work or Product, the coverages required by this Schedule A shall be primary and non-contributory. Any insurance or self-insurance maintained by Company, its parent, subsidiaries and member entities, their respective Affiliates, and the Financing Parties shall be excess of Suppliers insurance until all of Suppliers applicable and available insurance, including umbrella and excess liability policies, is exhausted. The intent is for Suppliers insurance policies to be primary regardless of any "Other Insurance" or other methods of sharing language contained in Suppliers insurance policy or policies. Supplier shall waive all rights of subrogation and contribution against all additional insureds. Supplier shall be solely responsible for any deductible or self-insured retention under its insurance.

5. Waiver of Subrogation. To the extent permitted by law, all policies required by this Schedule shall contain a waiver of subrogation in favor of Company, its parent, subsidiaries and member entities, their respective Affiliates, and the Financing Parties.

6. Insurance Certificates, Endorsements, Policies. Supplier shall provide Company with:

(A) Certificates of Insurance specifically evidencing the coverages required by this Schedule A, stating the policy numbers and the inception and expiration dates of all policies and providing for thirty (30) days' prior written notice to Company by certified mail, return receipt requested, of any cancellation or non-renewal of any policy;

(B) copies of the additional insured endorsements, the waiver of subrogation endorsement and the primary/non-contributory endorsements required by Section 3, 4, and 5 above; or

(C) a letter from Consultant's insurance broker confirming that all of the requirements of this Schedule A have been met.

The failure of Company to pursue or obtain any certificate of insurance, endorsement, or the broker's letter or to point out any non-compliance of any certificate of insurance, endorsement or broker's letter shall not constitute a waiver of any of the requirements of this Schedule A or relieve Supplier of any of its obligations hereunder.

7. Failure to Comply. In the event that the insurance policies secured by Supplier Consultant do not comply with these Insurance Requirements, then Company shall have the right to suspend the Work until all provisions of these Insurance Requirements have been complied with or to terminate the Agreement, at Company's sole discretion.

8. Not a Limitation of Liability. Company's acceptance of insurance submitted by Supplier does not relieve or decrease in any way the liability of Supplier for performance or failure to perform under this Agreement or other Contract Documents.

Seller shall maintain Commercial General Liability insurance, including public, product, premises and completed operations, contractual and vendors liability, with limits of not less than \$2,000,000 per occurrence and in the aggregate. Such insurance must: (a) be maintained with an insurance carrier reasonably acceptable to Buyer; (b) be written in a form reasonably acceptable to Buyer; (c) be primary and noncontributory with respect to any insurance carried by or on behalf of Buyer, (d) contain a waiver of subrogation in favor of Buyer; and (e) include Buyer as an additional insured. On Buyer's

**PALOMAR PRODUCTS INC.
TERMS & CONDITIONS OF PURCHASE
October 2023**

request, Seller shall provide Buyer with certificates of insurance evidencing the coverage required hereunder. Seller must notify Buyer at least 30 days in advance of any material change, cancellation or nonrenewal of any such policy, except that ten days' notice is required in the event of cancellation for non-payment of premium.

26. **COMPLIANCE WITH LAW.** Seller warrants that it is in compliance with and shall comply with all applicable local, state, and federal laws, regulations and ordinances, including but not limited to, all laws prohibiting engagement in corrupt practices, such as the U.S. Foreign Corrupt Practice Act and the U.K. Bribery Act (2010). Seller has, and shall maintain in effect, all licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Order.
27. **DISPUTES.** Any claim, controversy or dispute that arise related to this agreement shall be submitted to a level of management higher than the person with direct responsibility. Either the Seller or Buyer can provide the other with a written notice of any disputes not resolved in the ordinary course of business. After delivery of written notice and within 10 days, the management of the Parties shall meet and/or discuss the dispute in attempt to resolve the dispute. If all attempts fail and the dispute is not resolved, Parties may pursue legal action.
28. **CODE OF BUSINESS CONDUCT AND ETHICS.** Buyer has adopted a Code of Business Conduct and Ethics, which can be found at <https://transdigmgrouppinc.gcs-web.com/static-files/f02a89f0-ff80-4a5e-bc86-6c3ad0b74fdd> (the "Code"). Seller shall comply with the Code. Any violation of the Code is grounds for termination of this Order by Buyer for default.
29. **CONFLICT MINERALS.** Buyer is committed to sourcing minerals from conflict-affected and high-risk areas in accordance with Buyer's corporate policies, legal obligations and existing international standards, and Seller agrees to provide Buyer with supply chain data as and when Buyer reasonably requests to enable Buyer and its customers to fulfill their legal obligations under the Dodd-Frank Wall Street Reform and Consumer Protection Act. Specifically, on an on-going basis, Buyer will request data from Seller concerning the so-called "conflict minerals" used in Seller's products, the origin of such minerals in Seller's supply chains, and whether trade in these minerals may support conflict in the Democratic Republic of the Congo (DRC) and its adjoining countries. Buyer expects Seller to flow down data requests to its supply chain in order to determine the source of such minerals. Buyer may be required, and may require Seller, to perform due diligence on the chain of custody of conflict minerals in the supply chain. In addition, Seller may be required to make certifications to Buyer with respect to the use of conflict minerals. Buyer will evaluate and may terminate the ongoing business relationship with Seller if Seller's supply chain is determined to include the purchase of minerals that support conflict in this region, or if Seller fails to timely provide relevant data or certifications upon Buyer's requests.
30. **COUNTERFEIT GOODS.** The Seller must maintain a Counterfeit Electronic Parts Avoidance, Detection, Mitigation and Disposition Program in accordance with AS5553 and DFAR 252.246-7007, in order to prevent Counterfeit Parts from entering in to Palomar's Supply Chain.
- A. **Definitions.** As used in this clause—
1. "Counterfeit electronic part" means an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified electronic 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 electronic parts represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.
 2. "Obsolete electronic part" means an electronic part that is no longer available from the original manufacturer or an authorized aftermarket manufacturer.
 3. "Suspect counterfeit electronic part" means an electronic part for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the electronic part is authentic.
- B. **Acceptable counterfeit electronic part detection and avoidance system.** The Seller shall establish and maintain an acceptable counterfeit electronic part detection and avoidance system. Failure to maintain an acceptable counterfeit electronic part detection and avoidance system, as defined in this clause, may result in disapproval of the purchasing system by the Buyer and/or withholding of payments and affect the allowability of costs of counterfeit electronic parts or suspect counterfeit electronic parts and the cost of rework or corrective action that may be required to remedy the use or inclusion of such parts (see DFARS 231.205-71).
- C. **System criteria.** A counterfeit electronic part detection and avoidance system shall include risk-based policies and procedures that address, at a minimum, the following areas:
- (i) The training of personnel.

**PALOMAR PRODUCTS INC.
TERMS & CONDITIONS OF PURCHASE
October 2023**

- (ii) The inspection and testing of electronic parts, including criteria for acceptance and rejection. Tests and inspections shall be performed in accordance with accepted Government- and industry-recognized techniques (this includes but is not limited to the IDEA-STD-1010). Selection of tests and inspections shall be based on minimizing risk to the Buyer. Determination of risk shall be based on the assessed probability of receiving a counterfeit electronic part; the probability that the inspection or test selected will detect a counterfeit electronic part; and the potential negative consequences of a counterfeit electronic part being installed (e.g., human safety, mission success) where such consequences are made known to the Seller.
 - (iii) Inspection and testing of EEE parts shall be at minimum to the latest revision of the IDEA-STD-1010.
 - (iv) All suppliers of EEE parts shall have at minimum one (1) IDEA-ICE-3000 certified inspector.
 - (v) Processes to abolish counterfeit parts proliferation.
 - (vi) Risk-based processes that enable tracking of electronic parts from the original manufacturer to product acceptance, whether the electronic parts are supplied as discrete electronic parts or are contained in assemblies.
 - (vii) Use of suppliers in accordance with the DFAR 252.246-7008.
 - (viii) The use of Palomar Products, Inc. approved suppliers shall only be used for the purchase of electronic parts.
 - (ix) Brokers, Independent Distributors or test-houses that are on the Palomar Products Inc. Approved Supplier List (ASL) can procure parts from a non-approved Suppliers.
 - (x) All electronic parts procured from a Broker, Independent Distributor, or Test-house shall be tested to the requirements of the AS6081, and approved by Palomar Products, Inc. prior to use. The approved test report shall send a copy to Palomar Products, Inc. at the time of first shipment.
 - (xi) Reporting and quarantining of counterfeit electronic parts and suspect counterfeit electronic parts. Reporting is required at minimum to the Buyer and to the Government-Industry Data Exchange Program (GIDEP) when the Seller becomes aware of, or has reason to suspect that, any electronic part or end item, component, part, or assembly containing electronic parts purchased by the Customer, or purchased by a Contractor for delivery to, or on behalf of, the Customer, contains counterfeit electronic parts or suspect counterfeit electronic parts. Counterfeit electronic parts and suspect counterfeit electronic parts shall not be returned to the Seller or otherwise returned to the supply chain until such time that the parts are determined to be authentic.
 - (xii) Methodologies to identify suspect counterfeit parts and to rapidly determine if a suspect counterfeit part is, in fact, counterfeit.
 - (xiii) Design, operation, and maintenance of systems to detect and avoid counterfeit electronic parts and suspect counterfeit electronic parts. The Contractor may elect to use current Government- or industry- recognized standards to meet this requirement.
 - (xiv) Flow down of counterfeit detection and avoidance requirements, including applicable system criteria provided herein, to subcontractors at all levels in the supply chain that are responsible for buying or selling electronic parts or assemblies containing electronic parts, or for performing authentication testing.
 - (xv) Process for keeping continually informed of current counterfeiting information and trends, including detection and avoidance techniques contained in appropriate industry standards, and using such information and techniques for continuously upgrading internal processes.
 - (xvi) Process for screening GIDEP reports and other credible sources of counterfeiting information to avoid the purchase or use of counterfeit electronic parts.
 - (xvii) Control of obsolete electronic parts in order to maximize the availability and use of authentic, originally designed, and qualified electronic parts throughout the product's life cycle.
- 25.ii.i.1. Palomar Products, Inc.'s review and evaluation of the Seller's policies and procedures will be accomplished as part of the evaluation of the Seller's Purchasing System.
- 25.ii.i.2. The Seller shall include the substance of this clause in subcontracts, including subcontracts for commercial items, for electronic parts or assemblies containing electronic parts.
- Seller bears responsibility for procuring authentic Goods or items from its subcontractors and shall ensure that all such subcontractors comply with the requirements of this article.

In the event that Work delivered under this Contract constitutes or includes Counterfeit Work, SELLER shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Contract. Notwithstanding any other provision in this Contract, SELLER shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without

PALOMAR PRODUCTS INC.
TERMS & CONDITIONS OF PURCHASE
October 2023

limitation to Buyer's costs of removing Counterfeit Work, of installing replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies Buyer may have at law, equity or under other provisions of this Contract.

31. **RIGHT OF ENTRY.** The Seller shall, at any reasonable time, allow entry to Seller's premises to Buyer's personnel, Buyer's customer personnel, and regulatory agency personnel for the express purpose of verifying that Seller's premises and product contracted for conforms to specified requirements. Such verification shall not be used by the Seller as evidence of effective control of quality by the Seller. Verification by the Buyer or Buyer's customer shall not absolve the Seller of the responsibility to provide acceptable product, nor shall it preclude subsequent rejection by the Buyer.
32. **PARTS OBSOLESCENCE.** Buyer may desire to place additional orders for work purchased hereunder. Seller shall provide Buyer with a "Last Time Buy Notice" at least twelve (12) months prior to any action to discontinue any Work purchased under this Contract. Seller does not have the right to substitute industrial/commercial grade parts/material for obsolete parts, if the military grade part is not available through the normal supply chain. In the event a substitution is required, the Seller shall provide Buyer with a written notification along with appropriate documentation, upon review of the documentation, Buyer will determine type of change (Class I or Class II), and provide Seller with direction and approval for implementing change. All costs related to obsolescence and any changes driven by obsolescence shall be the responsibility of the Seller. Seller shall not proceed with any change prior to obtaining written approval from Buyer.
33. **UNITED STATES GOVERNMENT TRADE CONTROL REGULATIONS.**
- A. Seller acknowledges and understands its obligations and at its sole expense agrees to comply with U.S. Control Laws and Regulations as identified by the Arms Export Control Act (22 U.S.C. 2751 / 2778) under the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR), the Office of Foreign Assets Control Regulations (OFAC), and other U.S. trade regulatory agencies. Upon request by Buyer, Seller shall promptly provide the appropriate EAR ECCN or ITAR USML Categories of Export-Controlled Technical Data, Commodities, or Software provided hereunder.
- B. If your organization manufactures or exports any ITAR-controlled products (Defense Articles) and/or services (Defense Services) on behalf of Palomar Products, Inc., then your organization has a legal requirement to be registered with the U.S. Department of State - Directorate of Defense Trade Controls (DDTC), as defined in ITAR Part 120.
- C. Seller understands and agrees that any release of Export-Controlled Technical Data, Commodities, or Software (ITAR Part 120 and EAR Part 772) provided by the Buyer will be controlled and will not be Exported, disclosed, discussed, transferred, or re-Exported to any foreign person (whether in the United States or abroad), including without limitation, a foreign subsidiary of Seller, without first complying with all relevant requirements, including Seller obtaining the appropriate Export Authorization (License or Agreement) as required by U.S. Export Control Laws and Regulations with the express written authorization of the Buyer.
- D. Seller shall control access to Export-Controlled Technical Data, Commodities, or Software and only assign personnel to perform work who are (ITAR Part 120): (a) U.S. citizen; or (b) U.S. permanent resident alien; or (c) who have U.S. protected individual status as defined by 8 USC 1324b(a)(3); or (d) who are working under a valid U.S. Export Authorization (License or Agreement).
- E. The Parties shall indemnify each other for direct damages and Seller shall indemnify Buyer for all liabilities, penalties, losses, costs or expenses that may be imposed or incurred in connection with any violations of any U.S. Export Control Laws and Regulations. Seller shall immediately notify Buyer if it or any of its subcontractors or suppliers are listed on any Excluded or Denied Party Lists of any agency of the U.S. Government or if Export or Import privileges are denied, suspended, debarred, or revoked.
- F. **Indemnification.** By acceptance of this purchase order, Seller hereby agrees to indemnify, hold harmless, and exonerate Buyer for any losses or damages, resulting from any claim, action, proceeding or suit relating to the Seller's violation of the provision of the Office of Federal Procurement Policy Act (41 U.S.C. 423), Procurement Integrity. In addition to any other remedies that Buyer may have, Seller shall defend, at its expense, any such claim, action, proceeding or suit against Buyer or its Customers and shall pay all costs and damages incurred either through judgment or settlement. Seller further agrees to provide Buyer with certifications of compliance with the provisions of the Act if requested to do so.

**PALOMAR PRODUCTS INC.
TERMS & CONDITIONS OF PURCHASE
October 2023**

34. **CHANGE OF LOCATION / SALE OF BUSINESS NOTIFICATION.** Seller must notify buyer of any changes in location, facilities, management, and sale of business or acquisition of business. Seller agrees to discuss with Buyer proposed plans for changes affecting Buyer's work hereunder. Buyer may terminate this contract for default under the general terms and conditions governing this contract if, in the reasonable opinion of Buyer, changes proposed would jeopardize Seller's ability to perform any existing contract(s) in accordance with scheduled deliveries. Seller shall obtain Buyer's approval for change in location which shall not be unreasonably withheld.

35. **QUALITY REQUIREMENTS:**

A. Records. Seller's records, to demonstrate conformance, shall be on file and available for review by Buyer, Buyer's Customers or Regulatory Agencies, upon request.

1. Record Retention

- a. Documents shall be stored in a safe and accessible manner. Seller shall have a documented procedure on record retention.
- b. Documents in electronic format shall be maintained just as hard copy or paper documents.
 - i. Quality records shall be retained for a minimum of ten (10) years from date of final payment.
 - ii. All Purchasing and contract related documents shall be retained for a minimum of ten (10) years from the date of the final payment.
 - iii. All hard copy and electronic memoranda shall be retained for a minimum of ten (10) years from the date of submission.
 - iv. All hard copy and electronic memoranda pertaining to routine matters that have no significant or lasting consequences should be discarded or deleted within two (2) years. Examples are: Letters or notes, Form letters, or Letters of general inquiry all of which require no follow-up

2. Destruction of Records

- a. Any specific customer, regulatory agency, or Purchase Order flow-downs take precedence over the destruction instructions below.
 - i. After the minimum retention period, hardcopy documents shall be destroyed by shredding or fire.
 - ii. After the minimum retention period, electronic media including copies shall be destroyed by fire or other proven means.
 - iii. Supplier shall contact Palomar prior to any record destruction, submit a list of the documents, hard copy or electronic to be destroyed, and submit a record of destruction method as applicable.

B. Product and Service Conformity. All suppliers to Palomar Products shall ensure that all products and services conform to AS9100D section 8.4.3, and all subcontractors to Palomar Products shall flow down to their subcontractors that all products and services conform to AS9100D section 8.4.3, which includes, but is not limited to, manufacturing parts as per drawings specifications, qualification of processes and persons, expiration, shelf life limitations, temperature control, and calibration.

C. Electro-Static Discharge (ESD) Management. ESD Management System must be implemented and compliant to ANSI/ESD-S20.20 for electro-static sensitive devices to the level required to insure part(s) are not compromised.

D. Foreign Object Damage (FOD). The Seller must maintain a Foreign Object Debris / Damage (FOD) Prevention Program in accordance with National Aerospace Standard NAS-412, in order to prevent entrapment or damage to parts and assemblies. Seller shall further ensure that the FOD requirements are flowed down to subcontractors at every level.

PALOMAR PRODUCTS INC.
TERMS & CONDITIONS OF PURCHASE
October 2023

E. Corrective Action (CAR / SCAR). Seller shall, on request, on forms designated by Buyer, provide statements of corrective action on nonconformities or failures of Seller's goods or services. Corrective action statements, at Buyer's option, may require approval signature by Buyer and customer quality representatives. All rejected articles resubmitted by Seller to Buyer shall bear adequate identification, including reference to Buyer's rejection document. The Seller must respond to any Corrective Action or Supplier Corrective Action within 7 days of receipt. Requests may include root cause / corrective action or other requirements, and timeliness of response is key to reduce defective products or processes from affecting product quality.

F. Discretionary Government Surveillance. During performance of this contract, Seller and Seller's Subcontractors quality and manufacturing processes are subject to review, verification, and analysis by authorized Government Quality Representatives. Government inspection or release of goods or services prior to shipment is not required unless Seller is otherwise notified. Seller shall provide a copy of this contract upon receipt to the Government Quality Representative who services Seller's facility. In the event the Government Quality Representative or DCMA office cannot be located, Seller shall immediately notify Buyer's Authorized Procurement Representative.

G. AS9015 Requirements for Delegation of Product Verification. When Seller delegates product verification, Seller shall conform to the requirements of AS9015, "Supplier Self Verification Process Delegation Programs," as may be amended from time to time. Buyer reserves the right to conduct surveillance at Seller's facility to determine that Seller's quality system conforms to the requirements of AS9015. AS9015 establishes minimum requirements for Seller's delegation of product verification. When delegating product verification, Seller is not relieved of its obligations under this contract. Aerospace standards such as AS9015 can be obtained from SAE International at <http://standards.sae.org/>.

H. Seller's Notification of Escapement. When a nonconformance is determined to exist or is suspected to exist on goods and/or services provided to Buyer under this Contract, Seller shall provide written Post Delivery Notification Letter or Letter of Disclosure [Notification of Escapement (NOE)] to Buyer's Authorized Procurement Representative. Seller shall provide the letter and all required NOE information within three (3) business days of when nonconformance was determined. However, if the nonconformance affects safety of flight or is mission critical; Seller shall immediately provide the letter and all available information. At minimum, Seller shall include the following NOE information:

1. Date(s) goods and/or services were shipped under this Contract
2. Buyer's contract number and line item number
3. Part number(s) and when applicable, the associated serial number(s) and / or lot number(s)
4. Quantity
5. Date of manufacture and any other pertinent information
6. Specific description of nonconformance (i.e., "should be" and "is" condition) with reference to applicable engineering documentation
7. Statement declaring whether the nonconformance was determined to exist or suspected to exist
8. Preliminary root cause and root cause corrective action
9. Name of Seller's Quality personnel involved in the collection and reporting of the NOE information

I. Unconfirmed Failure Rejections. In the event Goods and/or Services delivered on this purchase contract are rejected or/and returned by the Buyer to the Seller and the Seller is unable to confirm the reported failure, the Seller shall provide the following to the buyer and hold shipment pending buyer disposition:

1. Purchase contract number
2. Part number
3. Serial number(s)
4. Buyer's rejection form number
5. Applicable test procedures
6. Results of special tests performed by Seller
7. Seller's certification that test procedure used to verify the failure identified by the buyer was adequate to detect those failures. Seller to provide number and revision of test procedure(s) used.

36. **NO WAIVER**. Any waiver by either Buyer or Seller to any of the provisions of this order shall be in writing and signed by both Buyer and Seller. Except as otherwise set forth in this Order, no failure to exercise, or delay in exercising, any rights,

PALOMAR PRODUCTS INC.
TERMS & CONDITIONS OF PURCHASE
October 2023

remedy, power or privilege arising from this Order will operate or be construed as a waiver thereof, nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

37. **CONFIDENTIAL INFORMATION**. In the absence of a Non-Disclosure Agreement (NDA) or a Proprietary Information Agreement (PIA), all confidential or proprietary information of Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, whether disclosed orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential,” in connection with this Order is confidential, solely for the use of performing this Order and may not be disclosed or copied unless Buyer agrees in writing. Upon Buyer’s request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to Seller at the time of disclosure; or (c) rightfully obtained by Seller on a non-confidential basis from a third party who was not under any obligation of confidentiality.
38. **FORCE MAJEURE**. Neither Seller or Buyer shall be liable to the other for any delay or failure in performing its obligations under this Order to the extent such delay or failure is caused by an event or circumstance that is beyond that Parties reasonable control, without such party’s fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable (a “Force Majeure Event”). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, hostilities, terrorist acts, riots, strikes, embargoes or industrial disturbances. Seller’s economic hardship, labor difficulties or changes in market conditions are not considered Force Majeure Events. Seller shall use all diligent efforts to immediately notify Buyer in writing of any actual or potential Force Majeure Event, end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under this Order. If a Force Majeure Event prevents Seller from carrying out its obligations under this Order for a continuous period of more than ten business days, Buyer may terminate this Order immediately by written notice.
39. **ASSIGNMENT**. Seller shall not assign, transfer, novate, delegate or subcontract any of its rights or obligations under this Order without Buyer’s prior written consent. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Seller of any of its obligations hereunder. Buyer may at any time assign, transfer or subcontract any or all of its rights or obligations under this Order without Seller’s prior written consent.
40. **RELATIONSHIP OF THE PARTIES**. The relationship between the Parties is that of independent contractors. Nothing contained in this Order 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. No relationship of exclusivity shall be construed from this Order.
41. **GOVERNING LAW**. All matters arising out of or relating to this Order shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law rule that would cause the application of the laws of any other jurisdiction. The United Nations Convention on the International Sale of Goods shall not apply to any matter arising out of or relating to this Order.
42. **SUBMISSION TO JURISDICTION**. Any legal suit, action or proceeding arising out of or relating to this Order shall be instituted in the federal courts of the United States of America or the courts of the State of California in each case located in the County of Orange, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
43. **CUMULATIVE REMEDIES**. The rights and remedies under this Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.
44. **NOTICES**. All notices, request, 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 this 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), facsimile (with confirmation of transmission) or certified mail (return receipt requested, postage prepaid). Except as otherwise provided in this Order, a Notice is effective only upon receipt of the receiving party and if the party giving the Notice has complied with the requirements of this Section.

PALOMAR PRODUCTS INC.
TERMS & CONDITIONS OF PURCHASE
October 2023

45. **SEVERABILITY.** If any term or provision of this Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Order or invalidate or render unenforceable such term or provision in any other jurisdiction.
46. **SURVIVAL.** Provisions of this Order which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, the following provisions: Set-off, Warranties, Indemnification, Intellectual Property, Indemnification, Insurance, Compliance with Laws, Trade Control Regulations, Quality Requirements, Confidentiality, Governing Law, Submission to Jurisdiction and Survival.
47. **GOVERNMENT CONTRACTS.** Unless otherwise stated on the face of the Order, this Order is issued, either directly, or indirectly pursuant to a U.S. Government agency contract or subcontract thereunder, then Seller shall comply with all of the applicable provisions of Title 48 of the Code of Federal Regulations (“CFR”) relating to procurement by U.S. Governmental agencies, as the same may be amended, superseded or modified. Seller is charged with knowing and complying with any and all such provisions incorporated herein. Notwithstanding, the previous statement, Seller shall be familiar and compliant with those FAR/DFAR clauses set forth below in Article 43.
48. **SPECIAL PROVISIONS.** Jigs and Fixtures: In manufacture of items to be supplied hereunder, Seller shall use jigs, fixtures, and/or other devices or appliances, in all processes where such use is conducive to interchangeability for uniformity of the product, of such character, as will reduce the need for selective assembly.
49. **GOODS SUPPORT.** Seller shall agree to support the Items purchased hereunder during the operational life of the Items or for a period of ten (10) years from the date of final shipment under this Order. This support shall include but not limited to technical services, maintenance and spares. If Seller discontinues manufacturing or reselling goods, and does not provide an alternate source, Seller shall provide Buyer at minimum a eighteen (18) months’ notice of such decision and make available to Buyer all drawings, specifications, data, and know-how for Buyer or its customers to manufacture or procure said goods under a royalty free license that is granted to Buyer.
50. **TAXES.** Seller shall be responsible for the payment of any Federal, State, and Local taxes, duties, tariffs, transportation taxes, or other similar taxes or fees which are required to be imposed upon the Items or Services ordered hereunder by Buyer or Buyer’s customer, unless Seller obtains any applicable exemptions.
50. **FAR/DFAR CLAUSES APPLICABLE TO ALL ORDERS:**
- A. **DEFINITIONS FOR FAR / DFARS CLAUSES.** The following definitions shall apply to this Order except as otherwise herein provided. The date of the FAR/DFARS clauses shall be the same as the date of the FAR/DFARS clauses in Buyer's prime contract, unless otherwise stated in the body of the Order.
- Buyer - the legal entity issuing this Order
 - Contract - this contractual instrument, including changes
 - Contractor – Seller
 - Contracting Officer - the Government Contracting Officer for the prime contract, or authorized representative
 - DFARS - Department of Defense, Federal
 - Acquisition Regulation Supplement
 - FAR - Federal Acquisition Regulation
 - Government - the Government of the United States
 - Prime Contract - the Government contract under which this order is issued
 - Purchasing Representative - Buyer's authorized representative
 - Seller - the legal entity which contracts with the Buyer
 - Subcontractor - Seller's subcontractors
 - This Order - this contractual instrument, including changes

**PALOMAR PRODUCTS INC.
TERMS & CONDITIONS OF PURCHASE
October 2023**

B. FAR/DFAR CLAUSES. The text of clauses identified herein by FAR reference number are incorporated herein by this reference, subject to the Definitions Provision herein and to the modifications indicated. Note, for all FAR and DFAR clauses “Contractor” means Seller and “Government” means “Buyer”.

52.203-6	Restrictions on subcontractor sales to the Government
52.203-7	Anti-kickback procedures
52.203-12	Limitation on payments to influence certain federal transactions
52.203-13	Contractor code of business ethics and conduct
52.203-14	Display of Hotline posters
52.203-16	Preventing Personal Conflicts of Interest
52.203-17	Contractor or employee whistleblower rights and requirement to inform employees of whistleblower rights
52.203-19	Prohibition on requiring certain internal confidentiality agreement or statement
52.204-2	Security Requirements
52.204-9	Personal identity verification of contractor personnel
52.204-15	Service contract reporting requirements for indefinite-delivery contracts
52.204-18	Commercial and Government entity code maintenance
52.204-21	Basic safeguarding of covered contractor information systems
52.204-23	Prohibition on contracting for hardware, software, and services developed or provided by Kaspersky lab and other covered entities
52.204-25	Prohibition on contracting for certain telecommunications and video surveillance services or equipment
52.209-6	Protecting the Government’s interest when subcontracting with contractors debarred, suspended, or proposed for debarment
52.211-15	Defense Priority and allocation requirements
52.211-15	Defense priority and allocation requirements
52.215-2	Audit and records- Negotiations
52.215-10	Price reduction for defective certified cost or pricing data
52.215-11	Price reduction for defective certified cost or pricing data- Modifications
52.215-12	Subcontractor certified cost or pricing data
52.215-13	Subcontractor certified cost or pricing data – Modifications
52.215-14	Integrity of unit prices
52.215-15	Pension adjustments and asset reversions
52.215-18	Reversion or adjustment of plans for postretirement benefits other than pension
52.215-19	Notification of ownership changes
52.215-21	Requirements for certified cost or pricing data and data other than certified cost and pricing
52.215-23	Limitations on Pass-through charges
52.222-4	Contract work hours and safety standards act-overtime compensation
52.222-21	Prohibition of segregated facilities
52.222-35	Equal Opportunity for veterans

**PALOMAR PRODUCTS INC.
TERMS & CONDITIONS OF PURCHASE
October 2023**

52.222-36	Equal opportunity for workers with disabilities
52.222-37	Employment reports on veterans
52.222-40	Notification of employee rights under the national labor relations act
52.222-50	Combating Trafficking in persons
52.222-54	Employment eligibility verification
52.222-55	Minimum wages under executive order
52.222-62	Paid sick leave under executive order
52.223-3	Hazardous Material identification and material safety data
52.223-18	Encouraging contractor policies to ban text messaging while driving
52.225-13	Restrictions on certain foreign purchases
52.227-2	Notice and assistance regarding patent and copyright infringement
52.227-9	Refund of Royalties
52.227-10	Filing of patent applications- classified subject matter
52.227-11	Patent Rights- Ownership by the contractor
52.228-3	Workers' compensation insurance
52.228-5	Insurance- Work on a Government installation
52.229-3	Federal, State, and local taxes
52.230-6	Administration of cost accounting
52.236-13	Accident prevention
52.244-6	Subcontracts for commercial items
52.246-2	Inspection of Supplies- Fixed Price
52.246-16	Responsibility for supplies
52.247-63	Preference for U.S Flag air carriers
52.247-64	Preference for privately owned U.S flag commercial vessels
52.249-2	Termination for convenience of the Government
52.249-8	Default (Fixed price supply and service)
252.203-7000	Requirements relating to compensation of former DoD officials
252.203-7001	Prohibition on persons convicted of fraud or other defense contract-related felonies
252.203-7002	Requirement to inform employees of whistleblower rights
252.203-7004	Display of hotline poster(s)
252.204-7000	Disclosure of information
252.204-7004	Antiterrorism awareness for contractors
252.204-7009	Limitations on the use or disclosure of third party contractor reported cyber incident information

**PALOMAR PRODUCTS INC.
TERMS & CONDITIONS OF PURCHASE
October 2023**

252.204-7010	Requirement for contractor to notify DOD if the contractor's activities are subject to reporting under the U.S international atomic energy agency additional protocol
252.204-7012	Safeguarding covered defense information and cyber incident reporting
252.204-7014	Limitation on the use or disclosure of information by litigation support contractors
252.204-7015	Disclosure of information to litigation support contractors
252.204-7018	Prohibition on the acquisition of covered defense telecommunications equipment
252.208-7000	Intent to furnish precious metals as Government- furnished material
252.215-7010	Requirements for certified cost or pricing data and data other than cost certified cost or pricing data
252.219-7003	Small Business subcontracting plan
252.219-7004	Small Business subcontracting plan (Rest program)
252.223-7002	Safety precautions for ammunition and explosives
252.223-7006	Prohibition on storage and disposal of toxic and hazardous materials
252.223-7008	Prohibition of Hexavalent chromium
252.225-7007	Prohibition on acquisition of United States munitions list items from communist Chinese military companies
252.225-7009	Restriction on acquisition of certain articles containing specialty metals
252.225-7013	Duty-free entry
252.225-7015	Restriction on acquisition of hand or measuring tool
252.225-7016	Restriction on acquisition of ball and roller bearings
252.225-7019	Restriction on acquisition of anchor and mooring chain
252.225-7025	Restriction on acquisition of forgings
252.225-7033	Waiver of United Kingdom Levies
252.225-7039	Defense contractors performing private security functions outside the United States
252.225-7040	Contractor personnel supporting U.S Armed forces deployed outside the United States
252.225-7047	Exports by approved community members in performance of the contract
252.225-7048	Export-Controlled Items
252.225-7052	Restriction on the acquisition of certain magnets and tungsten
252.225-7975	Additional access to Contractor and Subcontractor records
252.225-7979	Additional access to contractor in the United States central command theater of operations
252.225-7993	Prohibition on providing funds to the enemy
252.225-7997	Additional requirements and responsibilities relating to alleged crimes by or against contractor personnel in Iraq and Afghanistan
252.226-7001	Utilization of Indian organizations, Indian-owned economic enterprises and native Hawaiian small business concerns

**PALOMAR PRODUCTS INC.
TERMS & CONDITIONS OF PURCHASE
October 2023**

252.227-7013	Rights in technical data- Non-commercial items
252.227-7014	Rights in Other Than Commercial Computer
252.227-7015	Technical Data – Commercial Products and Commercial Services
252.227-7016	Rights in bid or proposal information
252.227-7019	Limitations on the use or disclosure of Government-Furnished information marked with restrictive legends
252.227-7027	Deferred Ordering of Technical Data or Computer Software
252.227-7030	Technical Data- Withholding of Payment
252.227-7037	Validation of restrictive markings on technical data
252.227-7038	Patent rights- ownership by the contractor
252.227-7039	Patents- reporting of subject inventions
252.228-7005	Accident reporting and investigation involving aircraft, missiles, and space launch vehicles
252.236-7013	Requirement for competition opportunity for American steel producers, fabricators, and manufacturers
252.237-7010	Prohibition on interrogation of detainees by contractor personnel
252.237-7019	Training for contractor personnel interacting with detainees
252.237-7023	Continuation of essential contractor services
252.239-7016	Telecommunications security equipment, devices, techniques, and services
252.244-7000	Subcontracts for commercial items
252.246-7003	Notification of potential safety issues
252.246-7005	Notice of warranty tracking of serialized items
252.246-7007	Contractor counterfeit electronic part detection and avoidance system
252.246-7008	Source of electronic parts
252.247-7003	Pass-through of motor carrier fuel surcharge adjustment to the cost bearer
252.247-7023	Transportation of supplies by sea
252.249-7002	Notification of anticipated contract termination or reduction