

Vendor Terms and Conditions

1. ETHICAL AND SAFETY STANDARDS

a. We expect these same commitments to be shared by all manufacturers of VanAm merchandise. At a minimum, we require that all manufacturers of VanAm merchandise meet the following standards:

(1) Child Labor

(2) Manufacturers will not use child labor.

(3) The term “child” refers to a person younger than 16 or, if higher, the local minimum age for employment or the age for completing compulsory education.

b. Manufacturers employing young persons who do not fall within the definition of “children” will also comply with any laws and regulations applicable to such persons.

c. Involuntary Labor

(4) Manufacturers will not use any forced or involuntary labor, whether prison, bonded, indentured or otherwise, or engage in Human Trafficking.

d. Coercion and Harassment

(5) Manufacturers will treat each employee with dignity and respect and will not use corporal punishment, threats of violence or other forms of physical, sexual, psychological or verbal harassment or abuse. Sexual or any other kind of harassment is not acceptable. VanAm expects that all manufacturing personnel are trained on harassment and related laws annually.

e. Nondiscrimination

(6) Manufacturers will not discriminate in hiring and employment practices, including salary, benefits, advancement, discipline, termination or retirement, on the basis of race, religion, age, nationality, social or ethnic origin, sexual orientation, gender, pregnancy, political opinion or disability.

f. Health and Safety

(7) Manufacturers will provide employees with a safe and healthy workplace in compliance with all applicable laws and regulations, ensuring, at a minimum, reasonable access to potable water and sanitary facilities; fire safety; and adequate lighting and ventilation. Manufacturers will also ensure that the same standards of health and safety are applied in any housing that they provide for employees. Manufacturers will provide reasonable arrangements for women in connection with pregnancy,

childbirth and nursing. Manufacturers will also provide reasonable safety precaution to protect pregnant women.

g. Compensation

(8) We expect manufacturers to recognize that wages are essential to meeting employees' basic needs. Manufacturers will, at a minimum, comply with all applicable wage and hour laws and regulations, including those relating to minimum wages, overtime, maximum hours, piece rates and other elements of compensation, and provide legally mandated benefits. Manufacturers should provide equal pay and benefits for equal work.

h. Manufacturers will compensate employees for overtime hours at such premium rate as is legally required or, if there is no legally prescribed premium rate, at a rate at least equal to the regular hourly compensation rate.

i. Where local industry standards are higher than applicable legal requirements, we expect manufacturers to meet the higher standards.

j. Protection of the Environment

(9) Manufacturers will comply with all applicable environmental laws and regulations.

k. Other Laws

(10) Manufacturers will comply with all applicable laws and regulations, including those pertaining to the manufacture, pricing, sale and distribution of merchandise. All references to "applicable laws and regulations" in this Code of Conduct include local and national codes, rules and regulations as well as applicable treaties and voluntary industry standards and, if enforcement of local or national laws is suspended, we still expect Manufacturers to comply with the laws.

2. SAFETY AND ACCIDENT PREVENTION

a. In performing work under this Contract, Seller shall

(11) Conform to the specific safety requirements contained in the Contract, and

(12) For those related activities not directly addressed by the Contract, conform to the applicable safety rules prescribed by the installation, and

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(13) Take such additional precautions as VAN-AM TOOL & ENGINEERING LLC., or the Contracting Officer under VAN-AM TOOL & ENGINEERING LLC.,’s contract may reasonably require for safety and accident prevention.

(14) Any violation of such rules and requirements unless promptly corrected as directed by the Purchasing Representative, shall be grounds for termination of this Contract in accordance with the default provisions hereof. VAN-AM TOOL & ENGINEERING LLC., may, by written order, direct additional safety and accident standards as may be required under VAN-AM TOOL & ENGINEERING LLC.,’s Contract and any adjustments from such direction will be in accordance with the provisions of this Contract entitled “Changes”.

3. CONTRACT FORMATION AND MODIFICATION

a. This Order is VAN-AM TOOL & ENGINEERING LLC.,’s offer to Seller. This Order, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Order.

b. Acceptance by Seller is expressly limited to the terms of this offer. Seller’s acceptance of VAN-AM TOOL & ENGINEERING LLC.,’s offer must be by commencement of performance or by written acknowledgment of this Order, but where Seller’s acceptance is by commencement of performance, VAN-AM TOOL & ENGINEERING LLC., reserves the right to treat its offer as having lapsed before acceptance unless VAN-AM TOOL & ENGINEERING LLC., is notified of Seller’s acceptance within a reasonable time. Any different or additional terms of Seller’s acknowledgment are hereby objected to and rejected by VAN-AM TOOL & ENGINEERING LLC., regardless of the form of such acknowledgment. Upon Seller’s acceptance, the Order and these terms shall be the complete and exclusive statement of the terms of the resulting contract.

c. The Contract (which term is intended to include the Van-Am’s Purchase Order to seller) shall not be modified by or interpreted by reference to any course of dealing or usage of trade and shall not be modified by any course of performance. No modification of the Contract shall be effective unless in writing signed by the party to be charged with the modification. No modification shall bind VAN-AM TOOL & ENGINEERING LLC., unless signed by an authorized VAN-AM TOOL & ENGINEERING LLC., Purchasing Representative.

d. If, in connection with this Contract, Seller is represented (directly or indirectly) by any former VAN-AM TOOL & ENGINEERING LLC., Procurement or Procurement decision-making employee, whose termination from VAN-AM TOOL & ENGINEERING LLC., is less than three (3) years prior to the date of this Contract; then this Contract is viable in the sole discretion of VAN-AM TOOL & ENGINEERING LLC.,.

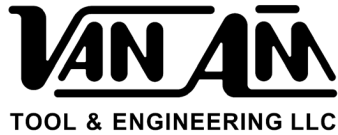
e. All documentation, notices, and oral communications concerning this Purchase Order / Contract shall use the English language. If English communications are translated into another language for

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Seller's convenience, the meaning conveyed by the English version of the communication shall govern this Purchase Order / Contract and the Parties' performance there under.

4. INSPECTION, ACCEPTANCE AND REJECTION

a. All goods (which term throughout this Contract includes, without limitation, processes, technical information, computer software, raw materials, components, intermediate assemblies, end products and, where applicable, services to be performed hereunder) shall be subject to inspection and test at all times and places, including the period of manufacture, by VAN-AM TOOL & ENGINEERING LLC., and also the Government if this is an order that is placed under a Government contract. Inspectors shall have



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access to all areas on the premises of the Seller or of Seller's subcontractors in which work on this Contract is being performed.

b. Seller and Seller's subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost. Seller shall furnish to inspectors all information and data as may be reasonably required to perform their inspection. All goods to be delivered hereunder shall be subject to final inspection, test and acceptance by VAN-AM TOOL & ENGINEERING LLC., at destination, notwithstanding any payment or inspection at source. VAN-AM TOOL & ENGINEERING LLC., shall accept or give notice of rejection of goods delivered hereunder within a reasonable time after receipt of such goods. Acceptance by VAN-AM TOOL & ENGINEERING LLC., shall not waive any rights that VAN-AM TOOL & ENGINEERING LLC., might otherwise have at law or by express reservation in this Contract with respect to any nonconformity.

c. Any tender of goods which is nonconforming as to the quality or quantity or the delivery schedule shall constitute a breach of this Contract and VAN-AM TOOL & ENGINEERING LLC., shall have the absolute right to reject such goods, in whole or in part, and notify Seller thereof. In the event of such a tender, VAN-AM TOOL & ENGINEERING LLC., shall be entitled to all remedies as provided by law, and in addition thereto shall have the right to do any or all the following:

(15) To hold such nonconforming goods for a reasonable period at Seller's risk and expense pending a determination to accept or reject any or all thereof;

(16) To return such nonconforming goods to Seller at VAN-AM TOOL & ENGINEERING LLC.,'s election and at Seller's risk and expense for replacement or correction;

(17) To accept such nonconforming goods subject to an equitable price reduction;

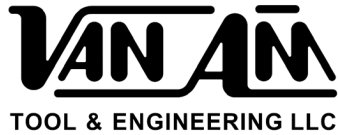
(18) To replace or correct such nonconforming goods and charge to Seller the cost occasioned to VAN-AM TOOL & ENGINEERING LLC., thereby; or

(19) To recover by offset or otherwise any and all expenses, costs, price reductions, and damages paid, incurred, or suffered by VAN-AM TOOL & ENGINEERING LLC., as a result of such holding, return, replacement, correction, reductions, or rejections of nonconforming goods.

d. Product that has been found nonconforming during any processing, machining or other contracted requirements shall not be reworked or repaired without written consent from VAN-AM TOOL & ENGINEERING LLC.,'s quality or Purchasing Manager.

5. QUALITY CONTROL AND CONTRACTUAL COMPLIANCE

Seller shall provide and maintain a quality control system acceptable to VAN-AM TOOL & ENGINEERING LLC., for the items purchased under this Contract, and Seller shall permit VAN-AM TOOL & ENGINEERING LLC., to review procedures, practices, processes and related documents to determine such acceptability. It is VAN-AM TOOL & ENGINEERING LLC.,'s policy to survey all sellers periodically to ascertain



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compliance with requirements which have been made part of this Contract. Seller agrees to provide access to its premises for, and to cooperate with, VAN-AM TOOL & ENGINEERING LLC., in the conduct of those surveys.

6. WARRANTY

a. Inspection and acceptance of any goods by VAN-AM TOOL & ENGINEERING LLC., shall not be deemed to alter or affect the obligations of Seller or the rights of VAN-AM TOOL & ENGINEERING LLC., under the warranties herein or as may be provided by law.

b. Seller warrants that all goods furnished hereunder will conform to the requirements of this Contract (including all descriptions, specifications and drawings made a part of this Contract), will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by VAN-AM TOOL & ENGINEERING LLC., free from defects in design. VAN-AM TOOL & ENGINEERING LLC.,'s approval of designs or specifications furnished by Seller shall not relieve Seller of its obligations under this warranty.

c. In addition to its other remedies, VAN-AM TOOL & ENGINEERING LLC., may, at Seller's expense, require prompt correction or replacement of any goods failing to meet Seller's warranties herein. Goods corrected or replaced by Seller shall be subject to all the provisions of this Contract in the manner and to the extent as goods originally furnished hereunder.

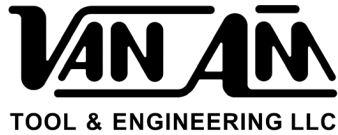
d. All warranties, including special warranties specified elsewhere herein, shall inure to VAN-AM TOOL & ENGINEERING LLC., its successors, assignees, customers and users of its products.

7. DELIVERY

a. Seller shall strictly adhere to the delivery and completion schedules specified in this Contract. If, at any time, believes it may be unable to comply with the delivery or completion schedules, Seller shall immediately notify VAN-AM TOOL & ENGINEERING LLC.,'s Purchasing Representative in writing of the probable length of any anticipated delay, the reasons for it and shall continue to notify VAN-AM TOOL & ENGINEERING LLC.,'s Purchasing Representative of any change in the situation. In the event of such notification or of an actual failure by Seller to comply with the delivery or completion schedules, VAN-AM TOOL & ENGINEERING LLC., may, in addition to all other remedies, require Seller, at Seller's expense, to ship goods via airfreight next day or expedited routing at VAN-AM TOOL & ENGINEERING LLC.'s discretion to avoid or minimize delay.

b. In the event of early delivery, VAN-AM TOOL & ENGINEERING LLC., may store goods at Seller's expense, unless delivery in advance of the contractual commitment date is expressly authorized within this Contract.

c. The quantities specified for delivery on this Purchase Order / contract are the only quantities required by VAN-AM TOOL & ENGINEERING LLC.,. Therefore, if Seller delivers quantities in excess of



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those specified in this Purchase Order/contract, VAN-AM TOOL & ENGINEERING LLC., shall not be required to make any payment for the excess goods and, at VAN-AM TOOL & ENGINEERING LLC.,'s election, may keep or return the excess goods at Seller's risk and expense.

8. CHANGES

VAN-AM TOOL & ENGINEERING LLC., may, at any time, exclusively in a writing signed by its authorized Purchasing Representative, and without notice to sureties, make changes with the general scope of this Contract which affect the

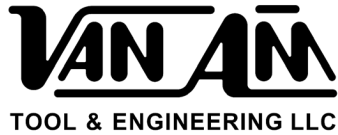
- a. Drawings, designs, or specifications of goods being specially manufactured for VAN-AM TOOL & ENGINEERING LLC.,
- b. Method of shipment or packing
- c. Place of delivery; or
- d. Delivery schedules.

If any such change causes an increase or decrease in the cost, or the time required for performance of this Contract, an equitable adjustment shall be made in the contract price, delivery schedule or both, and the Contract shall be modified in writing accordingly. Any claim by Seller for adjustment under this Article must be asserted in writing to VAN-AM TOOL & ENGINEERING LLC.,'s Purchasing Representative not later than thirty (30) days after the date of receipt by Seller of the written change authorization, or within such extension as VAN-AM TOOL & ENGINEERING LLC., may grant in writing. VAN-AM TOOL & ENGINEERING LLC., may, in its sole discretion, consider any such claim regardless of when asserted. Such claim shall be in the form of a complete change proposal fully supported by factual information. Pending any such adjustment, Seller will diligently proceed with the Contract as modified. Where the cost of property made excess or obsolete as a result of a change is included in Seller's claim for adjustment, VAN-AM TOOL & ENGINEERING LLC., shall have the right to direct the manner of disposition of such property. VAN-AM TOOL & ENGINEERING LLC., shall have the right to examine any of Seller's pertinent books and records for the purpose of verifying Seller's claim.

9. TERMINATION FOR DEFAULT

a. VAN-AM TOOL & ENGINEERING LLC., may terminate the whole or any part of this Contract in any of the following circumstances:

- (1) If Seller fails to deliver the goods or to perform the services required by this Contract within the time specified herein, or any extension thereof granted by VAN-AM TOOL & ENGINEERING LLC., in writing; or
- (2) If Seller fails to perform any of the other provisions of this Contract or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two (2)



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circumstances does not cure such failure within a period of ten (10) days after receipt of notice from VAN-AM TOOL & ENGINEERING LLC., specifying such failure; or

(3) In the event of suspension of Seller's business, insolvency, institution of bankruptcy, liquidation proceedings by or against Seller, appointment of a trustee or receiver for Seller's property or business, or any assignment, reorganization or arrangement by Seller for the benefit of creditors.

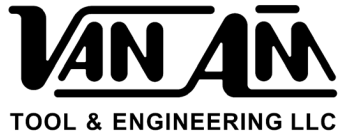
b. VAN-AM TOOL & ENGINEERING LLC., may require Seller to transfer title and deliver to VAN-AM TOOL & ENGINEERING LLC., in the manner and to the extent directed by VAN-AM TOOL & ENGINEERING LLC., (1) any completed goods, and (2) such partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights, (hereinafter called "manufacturing materials") as Seller has produced or acquired for the performance of this Contract, including the assignment to VAN-AM TOOL & ENGINEERING LLC., of Seller's subcontracts; and Seller shall protect and preserve property in possession of Seller in which VAN-AM TOOL & ENGINEERING LLC., has an interest. Payment for completed goods delivered to and accepted by VAN-AM TOOL & ENGINEERING LLC., shall be at the contract price. Payment for manufactured materials delivered to and accepted by VAN-AM TOOL & ENGINEERING LLC., and for the protection and preservation of property shall be at a price determined in the same manner as provided in Article 8 hereof, except that Seller shall not be entitled to profit. VAN-AM TOOL & ENGINEERING LLC., may withhold from Seller monies otherwise due Seller for completed goods and/or manufacturing materials in such amounts as VAN-AM TOOL & ENGINEERING LLC., determines necessary to protect VAN-AM TOOL & ENGINEERING LLC., against loss due to outstanding liens or claims against said goods.

10. VAN-AM TOOL & ENGINEERING LLC., PROPERTY

Seller shall keep all property furnished by VAN-AM TOOL & ENGINEERING LLC., and all property to which VAN-AM TOOL & ENGINEERING LLC., acquires title by virtue of this Contract segregated and clearly marked and will maintain a complete inventory thereof. Seller assumes all risk of loss, destruction or damage to such property while in Seller's Care, custody or control. Seller will immediately notify VAN-AM TOOL & ENGINEERING LLC.,'s Purchasing Representative in writing of any such loss, destruction or damage. Except for property incorporated in delivered end products, Seller will, upon termination or completion of this Contract, deliver such property, as directed by VAN-AM TOOL & ENGINEERING LLC., in good condition subject to ordinary wear and tear and normal manufacturing losses.

11. NONDISCLOSURE; TECHNICAL DATA FOR CERTIFICATION, SIMULATION, TRAINING, OR INTERFACE

a. The information contained in reports, drawings, documents, electronic data sets or other records which are furnished to Seller by VAN-AM TOOL & ENGINEERING LLC., shall not be disclosed by



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Seller to others and shall not be used for purposes other than the performance of this Contract without VAN-AM TOOL & ENGINEERING LLC.,'s written consent.

b. The information furnished to VAN-AM TOOL & ENGINEERING LLC., by Seller in reports, drawings, documents, or other records shall not be disclosed by VAN-AM TOOL & ENGINEERING LLC., to others except as provided herein and shall not otherwise be used for purposes other than the performance of this Contract without Seller's written consent.

c. Each party will recognize the other party's restrictive markings and impose such restrictions upon third parties, provided that such markings purporting to cover information already within a recipient's knowledge or which is obtainable from another source without restrictions or which for any reason is not protectable by law shall not be binding upon the recipient.

d. Upon request, Seller shall provide VAN-AM TOOL & ENGINEERING LLC., at no additional charge, such existing technical data pertaining to Seller's Product as VAN-AM TOOL & ENGINEERING LLC., deems necessary for certification, training, simulation, or interface purposes. In support of those purposes only, VAN-AM TOOL & ENGINEERING LLC., may furnish such Seller data to third parties, in which case VAN-AM TOOL & ENGINEERING LLC., will impose Seller's restrictive markings (if any) in accordance with Subparagraph c, above. In the alternative and upon VAN-AM TOOL & ENGINEERING LLC.,'s request, Seller shall provide such data directly to VAN-AM TOOL & ENGINEERING LLC., -designated third parties also at no extra charge.

e. Nothing in this provision shall limit either party's right to enter into data exchange agreements with each other or third-party recipients of the data to ensure further protection of a party's proprietary interests in such technical data. Nothing in this provision shall limit Seller's right to compensation if necessary, data must be created to support the certification, training, simulation, or interface technical objective.

f. Seller shall include this provision, exclusive of Paragraph b, in all its lower-tier subcontracts issued in support of this Contract, and this provision shall have precedence over any other provisions herein relating to the transfer of Seller's technical data.

12. SUBCONTRACTING

Seller will not subcontract without VAN-AM TOOL & ENGINEERING LLC.,'s prior written consent for the design, development or procurement of the whole or any substantial portion of any goods ordered hereunder. This limitation shall not apply to Seller's purchases of standard commercial supplies or raw material.

13. SUSPENSION OF WORK

VAN-AM TOOL & ENGINEERING LLC.,'s Purchasing Representative may, by written order, suspend all or part of the work to be performed under this Contract for any period not to exceed ninety (90) days.



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Within such period, or any extension thereof to which the parties may agree, VAN-AM TOOL & ENGINEERING LLC., shall either: (a) cancel such suspension, or (b) terminate the work covered by suspension. Seller shall resume work whenever a suspension is cancelled or expires. An equitable adjustment shall be made in the delivery schedule or contract price, or both, if: (a) the suspension results in a change in Seller's cost of performance or ability to meet the contract delivery schedule, and (b) Seller asserts a claim for adjustment within thirty (30) days after the end of the period of suspension.

14. NOTICES

a. Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, Seller shall immediately give notice thereof, and all relevant information with respect thereto, and shall continue to notify VAN-AM TOOL & ENGINEERING LLC., of any material changes in the information required hereunder. Seller agrees to insert the substance of this Article in any subcontract hereunder wherein a labor dispute may delay the timely performance of this Contract.

b. Any notice submitted by Seller, unless otherwise specified within this Contract, shall be in writing and directed to the VAN-AM TOOL & ENGINEERING LLC., Purchasing Representative indicated on the face of the Purchase Order/Contract.

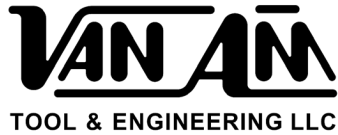
15. DISPUTES

a. Pending the final resolution of any dispute involving this Contract, Seller agrees to proceed with performance of this Contract, including the delivery of goods, in accordance with VAN-AM TOOL & ENGINEERING LLC.,'s instructions.

b. Seller shall submit to VAN-AM TOOL & ENGINEERING LLC.,'s authorized Purchasing Representative a written demand for VAN-AM TOOL & ENGINEERING LLC.,'s final decision regarding the disposition of any dispute between the parties relating to this Contract, unless VAN-AM TOOL & ENGINEERING LLC., on its own initiative, has already rendered such a final decision. Any VAN-AM TOOL & ENGINEERING LLC., final decision shall be expressly identified as such, shall be in writing, and shall be signed by VAN-AM TOOL & ENGINEERING LLC.,'s authorized Purchasing Representative or Director of Quality, except that VAN-AM TOOL & ENGINEERING LLC.,'s failure to render a final decision within ninety (90) days after receipt of Seller's demand shall be deemed a final decision adverse to Seller's contentions.

c. VAN-AM TOOL & ENGINEERING LLC.,'s final decision shall be conclusive and binding regarding the dispute unless Seller commences an action to contest such decision within ninety (90) days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

d. Seller shall cooperate fully with VAN-AM TOOL & ENGINEERING LLC., in seeking a resolution of any dispute involving this Contract under the disputes procedure applicable to the Government prime or



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higher-tier contract and if VAN-AM TOOL & ENGINEERING LLC., elects to follow such procedures Seller shall not be entitled to demand a final decision under Paragraph b. above until such resolution. Seller shall be bound by the final outcome of the disputes procedure if: (1) VAN-AM TOOL & ENGINEERING LLC., has afforded Seller an opportunity to participate in VAN-AM TOOL & ENGINEERING LLC.,'s conduct of the dispute, or (2) VAN-AM TOOL & ENGINEERING LLC.,, having decided to discontinue its own processing of the dispute, has afforded Seller an opportunity to assume the processing of the dispute in VAN-AM TOOL & ENGINEERING LLC.,'s name.

e. VAN-AM TOOL & ENGINEERING LLC., and Seller shall bear their own costs of processing the dispute.

16. WAIVER AND SEVERABILITY

Any action or inaction by VAN-AM TOOL & ENGINEERING LLC., or the failure of VAN-AM TOOL & ENGINEERING LLC., on any occasion, to enforce any right or provision of this Contract shall not be construed to be a waiver by VAN-AM TOOL & ENGINEERING LLC., of its rights hereunder, and shall not prevent VAN-AM TOOL & ENGINEERING LLC., from enforcing such provision or right on any future occasion. A determination that any portion of this Contract is unenforceable or invalid shall not affect the enforceability or validity of any of the remaining portions of this Contract.

17. RIGHTS AND REMEDIES

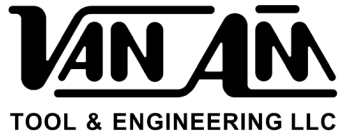
The rights and remedies of VAN-AM TOOL & ENGINEERING LLC., herein are cumulative, and are in addition to any other rights or remedies that VAN-AM TOOL & ENGINEERING LLC., may have at law or in equity.

18. PRECEDENCE

In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply: (a) special terms and conditions; (b) general terms and conditions contained here; (c) specifications; and (d) all other attachments incorporated herein by reference. VAN-AM TOOL & ENGINEERING LLC.,'s specifications shall prevail over any subsidiary documents referenced therein. Seller shall not use any specification in lieu of those contained in this Contract without written consent of VAN-AM TOOL & ENGINEERING LLC.,'s authorized Purchasing Representative.

19. INDEMNIFY AND HOLD HARMLESS

a. Patent Trademark and Copyright Indemnity. Seller agrees to indemnify and hold harmless VAN-AM TOOL & ENGINEERING LLC., its customers and users of its products, against any expense, loss or liability for any actual or alleged infringement of any patent, trademark or copyright, arising from or related to the use, sale, manufacture or disposal of the goods furnished to VAN-AM TOOL & ENGINEERING LLC., under this Contract. Upon receipt of timely notice of any claim or suit alleging such



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infringement, Seller agrees to defend VAN-AM TOOL & ENGINEERING LLC., its customers and users of its products, or any of them, at Seller's expense.

b. Seller shall also indemnify, defend and hold harmless VAN-AM TOOL & ENGINEERING LLC., from and against all losses, costs, fees and damages arising, directly or indirectly, from any actual or alleged failure by Seller to comply with any of the statutes, rules, regulations and orders herein.

20. Indemnification

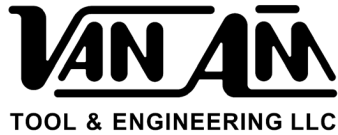
a. Seller shall further defend, indemnify and hold harmless VAN-AM TOOL & ENGINEERING and all of its parent companies, subsidiaries, affiliates and subcontractors, including their respective officers, directors, employees, principals, partners, agents, successors and assigns, (collectively "Indemnitees") from and against any and all actions, suits, arbitrations, administrative proceedings, demands and claims for any and all damages, injunctive or any other relief based on any cause of action whatsoever (sometimes individually "Claim" and sometimes collectively "Claims"), that may be brought or made against, or incurred by, Indemnitees on account of liabilities, damages, losses, cost, expenses, settlements, judgments, awards, and governmental penalties and sanctions, including reasonable attorneys' fees and experts' fees, including those attributable to bodily injury (including death), personal injury and property damage (sometimes individually "Liability" and sometimes collectively "Liabilities"), caused by, arising out of, or contributed to by any negligence, acts, errors, omissions or conduct of Seller, its employees, subcontractors, or agents, related in any way to providing Goods, Materials, Parts or Supplies described herein, except to the extent the Claims or Liabilities are determined to have been caused by the negligence or the willful misconduct of VAN-AM TOOL & ENGINEERING.

21. Seller shall carry and maintain at their own expense the following insurance requirements:

a. Workers Compensation/Employer's Liability for \$500,000 for bodily injury per accident and \$500,000 for bodily injury by disease per employee and policy active pursuant to the Worker's Compensation laws for the state where the Work is being performed. The policy will include a waiver of rights of recovery (where allowable by law).

b. Commercial General Liability Insurance shall name VAN-AM TOOL & ENGINEERING as an additional insured including products liability coverage, ongoing operations, or completed operations on a primary and non-contributory basis using Form CG 20 10 11 85 (or its equivalent). Policy will include a waiver of rights of recovery. Policy will be on an occurrence policy with \$1,000,000 per occurrence and \$2,000,000 aggregate limits of protection. Seller shall maintain in force continuously without interruption for a period of three years after completion date.

c. Automobile Liability Insurance for all owned, hired, non-owned vehicles and policy will name VAN-AM TOOL & ENGINEERING as an additional insured on a primary and non-contributory basis.



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Policy will also include a waiver of rights of recovery. Policy will have \$1,000,000 combined limits of protection.

d. SELLER shall carry and maintain an umbrella policy with limits of \$1,000,000 per occurrence. Policy will name VAN-AM TOOL& ENGINEERING as an additional insured on a primary and non-contributory basis. Policy will include a waiver of rights of recovery

e. SELLER agrees to provide 30-day notification to VAN-AM TOOL & ENGINEERING of any cancellation or material alteration of any above policy. SELLER shall provide receipt of the Certificates of insurance with actual endorsements required herein. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A-.

22. PRICE WARRANTY

Seller warrants that the price of the goods to be furnished to VAN-AM TOOL & ENGINEERING LLC., under this Contract do not exceed the price charged by Seller to any other customer purchasing the same goods in like or smaller quantities and under similar conditions of purchase.

23. MATERIALS FURNISHED AND PROPERTY RIGHTS

a. If VAN-AM TOOL & ENGINEERING LLC., furnishes any material for fabrication hereunder, Seller agrees:

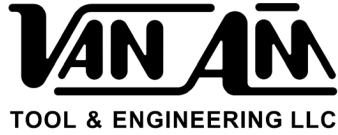
(1) Not to substitute any other material in such fabrication without VAN-AM TOOL & ENGINEERING LLC.,'s written consent;

(2) That title to such materials shall not be affected by incorporation in or attachment to any other property; and

(3) That all such material or replacement material furnished at VAN-AM TOOL & ENGINEERING LLC.,'s expense shall be returned in the form of products (except that which became normal industrial waste) or unused material.

(4) Seller shall inspect any such material furnished by VAN-AM TOOL & ENGINEERING LLC., and shall have the right to reject nonconforming material upon inspection, but in the event of losses or attrition thereafter, Seller shall be responsible for replacing such material at its own expense. Inaccuracies, out of tolerance conditions or inadequacies in materials which are accepted by Seller shall not excuse performance in strict accordance with the applicable specifications; provided, however, that if such materials were furnished by VAN-AM TOOL & ENGINEERING LLC., with such deficiencies, Seller shall be entitled to an equitable adjustment, if any, pursuant to the changes provision of this Contract.

b. Seller agrees that it will use all designs, tools, patterns, drawings, specifications, other information and equipment, title to which is in VAN-AM TOOL & ENGINEERING LLC., only in the performance of this Contract and not otherwise, unless VAN-AM TOOL & ENGINEERING LLC.,'s prior



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written consent has been obtained. The foregoing shall not be construed as limiting the right of Seller to use such items in the manufacture of end products for direct sale to the Government to the extent that the Government has the right under a contract with VAN-AM TOOL & ENGINEERING LLC.,, or otherwise, to authorize such use by Seller; provided that such use will not interfere with Seller's performance of this or other contracts from VAN-AM TOOL & ENGINEERING LLC., relating to Government Contracts in

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effect at the time Seller enters into direct sale to the Government, that Seller furnishes prior written notice to VAN-AM TOOL & ENGINEERING LLC., of such intended use, and, to the extent practicable, Seller prominently identifies each such end product as being manufactured by Seller for direct sale to the Government. Seller's performance in strict accordance with the specifications shall not be excused by reason of any inaccuracy in tools or fixtures furnished by VAN-AM TOOL & ENGINEERING LLC., provided, however, that if such tools or fixtures were furnished by VAN-AM TOOL & ENGINEERING LLC., with such inaccuracies, Seller shall be entitled to an equitable adjustment, if any, pursuant to the changes provision of this Contract.

24. PACKING

All items are to be packed in suitable containers with appropriate dunnage for protection to withstand the normal rigors of standard shipping methods (UPS / FedEx) during shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified

- a. To show the number of the container and the total number of containers in the shipment, and
- b. The number of the container in which the packing sheet has been enclosed. All shipments by Seller or its subcontractors must include packing sheets containing VAN-AM TOOL & ENGINEERING LLC.,'s Contract number, quantity, part number/size, description of the items shipped, and appropriate evidence of inspection. Materials for different contracts shall be listed on separate packing sheets.

25. SHIPPING INSTRUCTIONS

Shipments must be made as specified on the face of the Contract, except as subsequently modified in writing by VAN-AM TOOL & ENGINEERING LLC., or otherwise directed in writing by VAN-AM TOOL & ENGINEERING LLC.,'s Traffic Department.

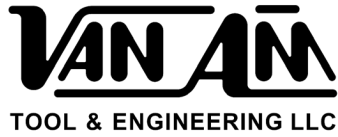
26. CLEARANCE OF MATERIALS INTENDED FOR PUBLIC RELEASE

Seller shall issue no news release (including photographs and files), public announcement, advertisement, denial, or confirmation concerning all or any part of the subject matter of this Contract or any phase of any program hereunder without the prior written approval of VAN-AM TOOL & ENGINEERING LLC.,.

27. PRIME APPROVED SPECIAL PROCESSORS LIST (ASPL)

For Contracts with Special Processes requiring a Prime's approval on their Approved Special Processors List (ASPL), should the Seller's approval status be withdrawn by the Prime:

- a. Seller must stop all work effected by the specific Prime approval withdrawal immediately.
- b. Seller must notify VAN-AM TOOL & ENGINEERING LLC.,'s Purchasing Representative within five



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(5) business days of the change in status with a detailed list of all effected Processes, Contract Numbers, and Part Numbers in writing to VAN-AM TOOL & ENGINEERING LLC.,’s Purchasing Representative.

For Contracts with Special Processes requiring a Prime’s approval on their Approved Special Processors List (ASPL), should the Seller’s approval status be reinstated by the Prime:

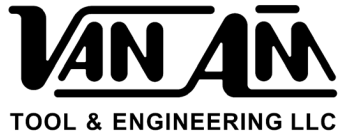
- a. Seller must provide VAN-AM TOOL & ENGINEERING LLC.,’s Purchasing Representative verifiable proof of Prime approval reinstatement.
- b. Seller must supply amended completion dates within five (5) business days of re-instatement with a detailed list of all effected Processes, Contract Numbers and Part Numbers in writing to VAN-AM TOOL & ENGINEERING LLC.,’s Purchasing Representative.

28. RECORDS RETENTION

Records must be retained for a minimum of ten (10) years after final delivery unless otherwise specified by Contract.

29. COUNTERFEIT PARTS/MATERIAL

The supplier shall have a counterfeit detection process that meets the intent of SAE standard AS6174, Counterfeit Materiel; Assuring Acquisition of Authentic and Conforming Materiel.



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Suppliers shall have a counterfeit parts program plan to ensure it does not receive counterfeit parts into inventory or inadvertently sell them to other parties. The plan shall meet the intent of A6174 section 3, its sub sections and all appendices.

Suppliers of Electronic Parts shall have a counterfeit detection process that meets the intent of SAE standard AS5553, Counterfeit Materiel; Assuring Acquisition of Authentic and Conforming Materiel.

Suppliers shall have a counterfeit parts program plan to ensure it does not receive counterfeit parts into inventory or inadvertently sell them to other parties. The plan shall meet the intent of A5553 section 4, its sub sections and all appendices.

All electrical, electronic, electro-mechanical and electro-optical component parts delivered shall be from the Original Component Manufacturer

(OCM)/ Original Equipment Manufacturer (OEM) or franchised distributors or Authorized Aftermarket Manufacturer (AAM).

All non-electrical standard parts, like fasteners, nuts, washers, springs, o-rings, inserts, and pins, must have a certification from the Original Component Manufacturer (OCM)/ Original Equipment Manufacturer (OEM) or Authorized Aftermarket Manufacturer (AAM) or authorized distributor. Parts shall not be used or reclaimed and misrepresented as new.

Component part suppliers delivering directly to Van-Am Tool & Engineering LLC., shall provide certification with each lot/ shipment. The certificate shall include as a minimum: manufacturer name and address, manufacturer and/or buyer's part number and dash number, batch identification for the item(s) such as date codes, lot codes, heat lot, serializations, or other identifications, Signature or stamp with title of seller's authorized personnel signing the certificate.

Note: Distributors shall, in addition to the above, include their company's certification for each part number shipped.

Guarantee of Materiel Source(s)

The seller shall ensure that only new and authentic materials are used in materiel delivered to Van-Am Tool & Engineering LLC., The Seller may only purchase materials directly from original manufacturers, manufacturer franchised distributors, or authorized aftermarket manufacturers. Use of materiel that was not provided by these sources is not authorized unless first approved in writing by Van-Am Tool & Engineering LLC., The seller must present compelling support for its request (e.g., original manufacturer documentation that authenticates traceability of the materiel to the original manufacturer) and include in its request all actions to ensure the materiel thus procured is authentic and conforming.

Supply Chain Traceability



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The seller shall maintain a method of commodity and item level traceability that ensures tracking of the supply chain back to the manufacturer of all materials being delivered per this order. This traceability method shall clearly identify the name and location of all of the supply chain intermediaries from the manufacturer to the direct source of the material for the seller and shall include the manufacturer's commodity or item level identification for the item(s) such as date codes, lot codes, heat codes, serializations, unique item identifiers, or batch identifications.

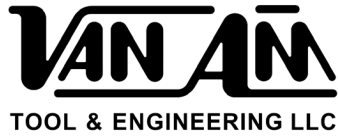
Certificate of Conformance and Traceability (U.S. Department of Defense Contracts)

This clause is applicable to all contracts for Qualified Products List (QPL) or Qualified Manufacturers List (QML) - controlled material. This clause applies regardless of the point of inspection designated in the contract award. This clause applies both to contracts awarded directly to a manufacturer listed on the applicable QPL / QML and to suppliers (e.g., distributors) not listed as approved manufacturers on the applicable QPL/QML.

The material supplied must be in strict conformance to the requirements set forth and / or referenced in the item description, including applicable revisions and slash sheets. To ensure this conformance, the contractor must provide a Certificate of Conformance and Traceability (CoC/T) with the information and documentation required by the applicable specification. This documentation must reference the contract number and include a certification Signed by the approved QPL/QML manufacturer. In addition, if the material is not procured directly from the approved manufacturer, all additional documentation required by the specification must be provided to establish traceability from the QPL / QML manufacturer through delivery to the Government. The CoC/T is required to determine acceptability of the supplies. If the CoC/T is not provided, is incomplete or otherwise unacceptable, the supplies will be determined not to meet contract requirements and will be rejected. If the contract requires inspection and acceptance at origin, the contractor shall furnish the original and two copies of the CoC/T to the Government Quality Assurance Representative (QAR) with the items offered for acceptance. The CoC/T must clearly reference the applicable contract number. The contractor shall submit one signed copy to the contracting officer. The second copy shall be retained by the QAR. The original shall be maintained by the contractor. If the contract requires inspection and acceptance at destination, the contractor shall mail one copy of the CoC/T to the contracting officer upon shipment/delivery. The CoC/T must clearly reference the applicable contract number."

U.S. Department of Defense Contracts shall also be required to comply with the requirements of DFARS 252.246-7007 entitled "Contractor counterfeit electronic parts detection and avoidance system revision in effect as of the date of purchase order. It is the seller's responsibility to request from VAN-AM TOOL & ENGINEERING LLC., Purchasing as to whether the purchase order is subject to U.S. Department of Defense Contracts Product Impoundment and Financial Responsibility.

If suspect/counterfeit materials are furnished under this purchase agreement, such items shall be impounded. The seller shall promptly replace such items with items acceptable to the Van-Am Tool &



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Engineering LLC., and the seller may be liable for all costs relating to impoundment, removal, and replacement. Van-Am Tool & Engineering LLC., may turn such items over to Authority Having Jurisdiction for investigation and reserves the right to withhold payment for the suspect items pending the results of the investigation. Any known instances of fraud or attempted fraud shall be documented in writing to Van-Am Tool & Engineering LLC.,

Any report made pursuant to these terms and conditions shall be made to the Quality Manager of Van-Am Tool & Engineering LLC., 5025 Easton Road; St. Joseph, MO 64507.