

# STANDARD TERMS & CONDITIONS OF PURCHASE AERO SPACE POWER

## 1. ACCEPTANCE OF TERMS.

1.1 Seller agrees to sell, and Buyer agrees to buy the materials, products and/or equipment (the **"Products"**) and/or the services (the **"Services"**) set forth on the face of Buyer's Purchase Order and all Deliverables in connection with such Services. **"Deliverables"** means all items in tangible and intangible form, including inventions, discoveries, works of authorship, programs, applications, derivative works, source code, object code, ideas, techniques, methods, processes, information, data, documentation and materials, that Seller creates, prepares or delivers to Buyer, or otherwise produces, conceives, makes, proposes or develops as a result of this Order (as defined below) in the context of rendering the Services.

1.2 Seller shall comply with all terms set forth herein and in the Purchase Order, to which these terms are attached and/or are expressly incorporated by reference (collectively, the **"Order"**), including amendments, specifications and other documents referred to in this Order. Unless otherwise stated on the face of the Order or in a separate written supply agreement between the parties, the terms herein shall prevail over conflicting terms. Issuance by Buyer of this Order shall not constitute an acceptance of any of Seller's offers to sell, quotations, or other proposals unless otherwise included in the Order. Reference in the Order to any such offers to sell, quotations or proposals shall in no way constitute a modification of any of the terms of the Order, which shall always prevail over any such offers, quotations or proposals. **ANY ACCEPTANCE OR ACKNOWLEDGMENT OF THE ORDER BY SELLER (INCLUDING WITHOUT LIMITATION BY BEGINNING PERFORMANCE OF ANY OF THE WORK OR ACTIVITIES CALLED FOR IN THE ORDER), EVEN IF CONTAINING OR REFERENCING TERMS INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF THE ORDER SHALL BE DEEMED AS A FULL ACCEPTANCE BY SELLER OF THE ORDER, AND THE INCONSISTENT OR ADDITIONAL TERMS SHALL BE DEEMED INEFFECTIVE, UNLESS THEY WERE SPECIFICALLY AND EXPRESSLY ACCEPTED BY BUYER IN WRITING.**

## 2. PRICES, PAYMENTS AND QUANTITIES.

2.1 Prices & Taxes. All prices are firm. No additional charges of any kind will be allowed unless specifically agreed in writing by Buyer in an Order revision pursuant to Section 6. Seller's prices include all taxes, fees and/or duties applicable to the Products and/or Services, as well as Deliverables, purchased under this

Order; provided, however, that any value-added tax (the **"VAT"**) and/or similar tax that is recoverable by Buyer will not be included in Seller's price but will be separately identified on Seller's invoice. If Seller is obligated by law to charge any VAT and/or similar tax to Buyer, Seller shall ensure that such tax is invoiced to Buyer in accordance with applicable rules so as to allow Buyer to reclaim it from the appropriate government authority. If Buyer is required by applicable law to withhold taxes for which Seller is responsible, Buyer will deduct such withholding tax from payment to Seller and provide to Seller a valid tax receipt in Seller's name.

Seller shall be solely responsible for the payment of any and all taxes, duties, levies, charges, salaries, insurance premiums and contributions and any interest or penalties thereon, for which, in relation to the Order, Seller is responsible and liable (collectively the **"Seller Payments"**) and to the maximum extent permitted by applicable laws, Buyer shall be entitled to withhold total or partial payment, with no penalties or interest, in the event Seller fails to provide proper evidence that it is in full compliance with the Seller Payments obligations. If required by applicable law, Seller shall establish and/or register an office, branch and/or division in the country where any part of the Order is to be performed, and/or to qualify as an organization legally operating and doing business in such country(ies), and for imposing a similar obligation upon any supplier, vendor, contractor, representative and/or agent of Seller of any kind and tier used to perform any Services or provide any Products or Deliverables hereunder (collectively, each a **"Subcontractor"**; Seller, its Subcontractors and its or their employees, representatives, agents and/or invitees of any kind shall be referred to collectively as the **"Seller Group"**).

2.2 Payments. Buyer is not obligated to purchase any quantity of Products and/or Services except for such quantity(ies) as may be specified either: (i) on the face of the Order; or (ii) on a separate written release issued by Buyer pursuant to the Order. Payment terms are stated on the face of the Order and calculated from the date of issuance of a valid invoice by Buyer. However, all payment by Buyer is subject to performance/delivery. Seller's invoice shall in all cases bear the Order number. To the maximum extent permitted by applicable law, Buyer shall be entitled to reject without liability Seller's invoice if it fails to include the Order number or is otherwise inaccurate. Seller warrants that it is authorized to receive payment in the currency stated in the Order.

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Buyer shall be entitled at any time to set-off any and all amounts owed by Seller or a Seller Affiliate to Buyer or a Buyer Affiliate, on this or any other order or agreement to the maximum extent allowed by law. "Affiliate" shall for the purposes of this Order mean, with respect to either party, any entity, including without limitation any individual, corporation, company, partnership, joint venture, limited liability company or group, that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such party.

### 3. DELIVERY AND PASSAGE OF TITLE.

3.1 Buyer reserves the right, without liability, to take any or all of the following actions if for any reason Seller does not substantially comply with its delivery obligations specified in the Order: (i) assess a late delivery fee of no more than 2 % per day of the invoice amount of late deliveries of Products, (ii) submit a revised Purchase Order (iii) terminate the Order and purchase the Products elsewhere, and Seller shall be liable for any resultant loss, (iv) direct Seller to ship by a method other than that indicated in this Order, work such overtime or do whatever is necessary to avoid the delay, and pay any and all transportation charges, concessions to Buyer's customers, liquidated damages, and any other costs and expenses incurred by Buyer, to deliver.

3.2 Title and risk of loss to Products will pass to Buyer in accordance with the Incoterms specified in the Order. Products delivered to Buyer in advance of schedule may be returned to Seller at Seller's expense. In all cases, Seller shall provide to Buyer, via the packing list and the customs invoice (as applicable), the country of origin and the appropriate export classification codes including, if applicable, and the Harmonized Tariff Codes of each and every one of the Products delivered pursuant to this Order, in sufficient detail to satisfy any applicable trade preferential or customs agreements.

### 4. BUYER'S PROPERTY.

Buyer's Tools, Equipment and Other Property ("the Tools"). Buyer assumes no obligation to furnish Seller with any tools, equipment or materials for the performance of this Order, except as may be expressly mutually agreed upon in writing ("the Tooling Agreement"). Seller is capable of manufacturing products exclusively to Buyer or its Affiliates using the Buyer owned Tools listed in Tooling Agreement and marked as the "Property of Aero Space Power Ltd". Buyer reserves the right to review all Tools

and associated documentation at any time in Seller premises during reasonable business hours. Seller shall possess the Tools and redeliver the Tools to Buyer - in the same condition as originally received by Seller, reasonable wear and tear accepted - on the express directions of Buyer and shall not acquire any other interests in the Tools. Normal maintenance and repair of the Tools shall be provided at Seller's expense and Seller shall keep the Tools in good operating condition and Seller shall not alter or modify the Tools without the written consent of Buyer. Seller shall be responsible for any loss or damage or destruction of Tools in Seller's possession to the extent of their replacement value, excepting only such damages as may be attributable to normal wear and tear.

### 5. ON-SITE ACTIVITIES.

If any portion of the activities under this Order is performed by any member of the Seller Group in, on or near a Buyer or Buyer's customer's site, Seller shall defend, indemnify, release and hold harmless Buyer, its Affiliates and its or their customers, directors, officers and employees (including agency personnel) from and against any and all liabilities which may arise in any way out of (a) injury to or death of any of the members of the Seller Group, (b) damage to the property of any of the members of the Seller Group, or (c) any environmental claim of whatsoever nature emanating from the equipment, premises and/or property of, or under the control of, Seller and/or other members of the Seller Group, however such injury, death or damage may be caused, whether caused or alleged to be caused by the negligence or breach of any duty (whether statutory or otherwise) of any party or third party, the conditions of the premises or otherwise and shall apply irrespective of any claim in tort, under contract or otherwise at law.

### 6. CHANGES.

Buyer may at any time make changes with agreement of the Seller within the general scope of this Order prior to delivery documenting such change request in writing.

Seller shall notify Buyer in writing in advance of any and all changes to the Product or its specifications or composition, and of all process changes, plant moves, equipment changes or moves, or sub-supplier changes, and no such change shall occur until Buyer has been given prior notice of such change and has conducted such audits, surveys and testing as necessary to determine the impact of such change on the Product.

If any changes cause an increase or decrease in the cost and/or time required for the performance of any work under this Order, an equitable adjustment shall be mutually agreed upon in writing and reflected in the Order price and/or delivery schedule. Any Seller claim for adjustment under this clause will be deemed waived unless asserted within 30 calendar days from Seller's receipt of the change (or suspension) notification, and

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may only include reasonable, direct costs that will necessarily be incurred as a direct result of the change.

### 7. QUALITY AND AUDITS.

7.1 Inspection/Testing/Audits. In order to assess Seller's work quality, manufacturing processes, conformance with Buyer's specifications and compliance with applicable laws and the terms of the Order, upon reasonable notice by Buyer: (a) all Products, materials, drawings and Services related in any way to the Products and Services, including any Deliverables, purchased hereunder shall be subject to inspection and test by Buyer, its Affiliates, and/or its or their representatives (each of the foregoing, an "Inspector") at all times and places; and (b) Seller's books and records relating to this Order shall be subject to inspection and audit by an Inspector. Seller shall, without additional charge: (i) provide all reasonable access and assistance for the safety and convenience of the Inspectors and (ii) take all necessary precautions and implement appropriate safety procedures for the safety of the Inspectors while they are present on Seller Group's premises, including, where requested by an Inspector for safety-related concerns, stop all activities immediately. If the safety, health or security of the Inspectors on such premises may be imperilled by local conditions, Buyer and/or its Affiliates may remove some or all of their personnel from the premises at no cost and without liability. Seller shall notify Buyer in writing at least 30 calendar days prior to each of Seller's scheduled final and, if applicable, intermediate test/inspection/witness points. An Inspector's inspection, approval or failure to inspect, accept, reject or detect defects by test/inspection/witness point or audit shall neither relieve Seller from responsibility for such Products, Deliverables or Services that are not in accordance with the Order requirements nor impose liabilities on Buyer and/or its Affiliates. Buyer shall maintain as confidential any audit materials which can be reasonably expected to be deemed confidential.

7.2 Quality. Seller shall provide and maintain an inspection, testing and process control system (the "Seller's Quality Management System") that is acceptable to Buyer and complies with Buyer's quality policy and/or other quality requirements set forth on the face of the Order or otherwise agreed to in writing. Acceptance of Seller's Quality Management System by Buyer shall not alter the obligations and liability of Seller under this Order. Seller shall keep complete records relating to Seller's Quality Management System and related data and shall make such records

available to Buyer for: (a) 3 years after completion of this Order; (b) such period as set forth in the specifications applicable to this Order; or (c) such period as required by applicable law, regulation, code or accounting rules, whichever period is the longest.

7.3. **PRODUCT RECALL:** If at any time (a) any governmental agency having jurisdiction provides written notice to either Buyer or Seller, or (b) either Buyer or Seller have a reasonable basis to conclude that any Products contain a defect which could create a potential safety hazard or unsafe condition, pose an unreasonable risk of serious injury or death, contain a quality or performance deficiency, or are not in compliance with any applicable code, standard or legal requirement, thereby making it advisable, or required, that such Products be recalled and/or repaired, Seller or Buyer will promptly communicate relevant facts to each other.

### 8. REJECTION.

If any of the Products and/or Services, including Deliverables, furnished pursuant to this Order are found within a reasonable time after delivery to be defective or otherwise not in conformity with the requirements of this Order, including any applicable drawings and specifications, whether such defect or non-conformity relates to scope provided by Seller or a direct or indirect Subcontractor, then Buyer, at its discretion and at Seller's expense may: (a) require Seller to immediately reperform any defective portion of the Services and/or require Seller to immediately repair or replace nonconforming Products or Deliverables with Products or Deliverables that conform to all requirements of this Order; (b) take such actions as may be required to cure all defects and/or bring the Products, Deliverables and/or Services into conformity with all requirements of this Order, in which event, all related costs and expenses and other reasonable charges shall be for Seller's account; (c) withhold total or partial payment; or (d) reject and return all or any portion of such Products, Deliverables and/or Services. For any repairs or replacements, Seller, at its sole cost and expense, shall perform any tests reasonably requested by Buyer to verify conformance to this Order.

### 9. WARRANTIES.

9.1 Seller warrants that all Products and Services, including all Deliverables, provided pursuant to this Order, whether provided by Seller or a Subcontractor, will be: (a) free of any claims of any nature, including without limitation title claims, and Seller will cause any lien or encumbrance asserted to be discharged, at its sole cost and expense, within 30 calendar days of its assertion (provided such liens do not arise out of Buyer's failure to pay amounts not

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in dispute under this Order or an act or omission of Buyer); (b) new and of merchantable quality, not used, rebuilt or made of refurbished material unless approved in writing by Buyer; (c) free from all defects in design, workmanship and material; (d) provided in strict accordance with all specifications, samples, drawings, designs, descriptions and other requirements approved or adopted by Buyer; and (e) provided/performed in a competent and professional manner in accordance with the highest standards and best practices that apply in Seller's industry. (f) Seller further warrants that it has the legal right to provide all of the Products and/or Services and Deliverables hereunder. Any attempt by Seller to limit, disclaim or restrict any such warranties or remedies by acknowledgment or otherwise shall be null, void and ineffective.

9.2 The foregoing warranties shall apply for a period of 24 months from delivery of the Products/Deliverables or performance of the Services, plus delays attributable to Seller's actions such as those due to non-conforming Products and Services, whichever occurs last, unless the Order states otherwise.

9.3 If any of the Products, Deliverables and/or Services are found to be defective or otherwise not in conformity with the warranties in this Section during the warranty period, then Buyer at its discretion and at Seller's expense may take the actions set forth in Sections 8 and 9, which are cumulative, not exclusive.

### **10. SUSPENSION.**

Buyer may at any time, by notice to Seller, suspend performance of all or any part of the Order as it deems appropriate. Upon receiving notice of suspension, Seller shall promptly suspend work to the extent specified, properly protecting all work in progress and materials Seller has on hand for performance. Buyer may at any time withdraw the suspension as to all or part of the suspended work by written notice. Seller shall resume diligent performance on the specified effective date of withdrawal. Claims for increase or decrease in the cost or time required for performance of any work resulting from suspension shall be pursued pursuant to, and consistent with, Section 6.

### **11. TERMINATION.**

11.1 Termination for Convenience. Buyer may terminate all or any part of this Order without cause by giving Seller 30 days' written notice prior to the shipment of Product or delivery of the Service. In such event, Seller shall immediately cease all work and terminate all orders and contracts, and Buyer shall be liable

to Seller only for Seller's reasonable, documented costs pertaining to purchased materials used in performance of the Order, if and to the extent such costs were incurred prior to Seller's receipt of the termination notice, and directly pertain to the terminated Order. Seller must notify Buyer in writing of such costs within 15 days of termination. The foregoing shall constitute Buyer's sole liability to Seller for termination without cause, and such liability will not exceed the price due to Seller under this Order, less those payments already received by Seller from Buyer.

11.2 Termination for Default. Either party may terminate the Order for the other party's material breach of the terms herein. Such termination shall become effective if the breaching party does not cure such failure within 30 calendar days of receiving notice of default or immediately if such breach is incapable of cure. Upon termination for Seller's default, Buyer may procure at Seller's expense and upon terms Buyer deems appropriate, Products or Services, including Deliverables, comparable to those so terminated. The parties shall continue performance of this Order to the extent not terminated.

11.3 Obligations on Termination. Unless otherwise directed by Buyer, after receipt of a notice of termination of this Order for any reason, Seller shall immediately: (a) stop work as directed in the notice; (b) place no further subcontracts or purchase orders, except as necessary to complete any continued portion of this Order; and (c) terminate all subcontracts to the extent they relate to work terminated. Upon completion or promptly after termination of this Order, and unless otherwise directed by Buyer, Seller shall deliver to Buyer all completed work, work in process, including all designs, drawings, specifications, other documentation and material required or produced in connection with such work, and all of Buyer's Confidential Information as defined in Section 15.

11.4 Survival. Those sections that by their nature are intended to survive termination of the Order shall survive termination or expiration.

### **12. INDEMNITY & INSURANCE & LIMITATION OF LIABILITY.**

12.1 Indemnity. Seller shall defend, indemnify, release and hold harmless Buyer and its Affiliates and its and their directors, officers and employees (including agency personnel) against any and all claims and liabilities arising from any act or omission of Seller and/or any

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other member of the Seller Group, except to the extent attributable to the direct negligence of Buyer.

12.2 Insurance. For the duration of this Order and until expiration of Seller's warranties hereunder, Seller shall, at its own cost and expense, obtain and maintain, through a reputable primary insurance company licensed in the jurisdiction where Products are manufactured and/or sold and where Services and Deliverables are provided, adequate insurance to cover its obligations under this Order or as required by law and any other insurance that Buyer may reasonably require based on the scope of the Order and which is available to Seller. Seller shall notify Buyer of any material modification, cancellation or lapse during the term of this Order by giving thirty (30) days advance written notice to Buyer. Upon request by Buyer, Seller shall provide Buyer with a certificate(s) of insurance evidencing that the required insurance policies are in effect.

12.3 Limitation of Liability. **NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR LOSS OF BUSINESS OR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSSES WHATSOEVER, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SAME.**

### 13. ASSIGNMENT AND SUBCONTRACTING

Seller may not assign or novate (including by change of ownership or control, by operation of law or otherwise) this Order or any interest herein, including payment, without Buyer's prior written consent. Seller shall not subcontract or delegate performance of all or any substantial part of the work called for under this Order without Buyer's prior written consent. Any assignee/novatee of Seller shall be bound by the terms and conditions of this Order.

### 14. COMPLIANCE WITH LAWS AND COMPANY POLICIES

14.1 General. As a material element of this Order, Seller Covenants that it will comply with: (a) all laws, rules and regulations applicable to the Order; and (b) good industry practices and generally recognized international standards, including the exercise of that degree of skill, diligence, prudence and foresight which can reasonably be expected from a competent Seller who is engaged in the same type of Service or manufacture under similar circumstances.

14.2 From time to time, at Buyer's request, Seller shall provide certificates to Buyer relating

to Seller's compliance with any applicable legal requirements or to update the representations, warranties, certifications or covenants contained in this Order, in each case in form and substance satisfactory to Buyer.

14.3 When Seller ships goods to Aero Space Power Ltd or brings goods onto or uses goods in Aero Space Power Ltd premises, Seller shall provide with the goods in the language(s) of the locations where the goods are delivered to Aero Space Power Ltd or its designee: safe use instructions; hazard communication, safe transport and labeling information; regulatory, compliance and certification documentation; and for chemical substances and mixtures, safety data sheets (MSDS/SDS) in all readily available and applicable languages.

14.4 Upon request Seller shall provide the chemical composition of the goods and any other relevant information regarding the goods, including without limitation, test data and safe use and hazard information, subject to reasonable protection of Seller's confidential business information.

Seller covenants any goods<sup>i</sup> Seller provides to Buyer comply with all laws governing the management, handling, shipping, import, export, notification, registration or authorization of chemical substances such as the Montreal Protocol, the Stockholm Convention on Persistent Organic Pollutants, the US Toxic Substances Control Act, the European Union's Restrictions on Hazardous Substances and REACH legislation, and other comparable chemical regulations (collectively "chemicals legislation"); and can be used as contemplated by Buyer in full compliance with the chemicals Legislation. Unless Aero Space Power Ltd has expressly agreed otherwise in writing, Seller covenants that the goods do not contain (1) any chemicals that are restricted or otherwise banned under "chemicals legislation" and/or (2) contain lead, mercury, cadmium, hexavalent chromium, polybrominated biphenyls (PBB), polybrominated diphenyl ethers (PBDE), arsenic, asbestos, benzene, polychlorinated biphenyls (PCBs), or carbon tetrachloride. Seller shall notify Buyer in writing of the presence of any engineered nanoscale material in the goods or use in Seller's operations.

14.5 Seller agrees to use best efforts to ensure that any Seller Personnel who provide Services on Aero Space Power Ltd's premises comply with Aero Space Power Ltd's standard

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and site-specific safety, security and drug use policies

14.6 that Aero Space Power Ltd communicates to such Seller Personnel. Seller shall exercise its best efforts to assure that none of its Seller Personnel pose a threat to the safe working environment at the Aero Space Power Ltd site, or a threat to the integrity of the business operations. At Aero Space Power Ltd's request, Seller agrees to replace any Seller Personnel who fail to comply with Aero Space Power Ltd's standard and site-specific policies.

Seller further acknowledges that it has read and understands the Code of Ethics for Aero Space Power Ltd's Suppliers and any other relevant Aero Space Power Ltd policies which are located at [Code of Conduct](#).

### 15. CONFIDENTIALITY, PUBLICITY AND NON-SOLICIT

15.1 Buyer's Confidential Information. "Confidential Information" means any of Buyer's or Buyer's Affiliate's property furnished to or accessed by Seller Group in connection with the Order (including, without limitation, the Order, any drawings, specifications, data, goods or information), and any information derived therefrom. Provided, however, Confidential Information does not include information that: (a) is or becomes generally available to the public other than as a result of disclosure by Seller Group; (b) was available on a non-confidential basis before its disclosure to Seller Group; (c) is or becomes available to Seller Group on a non-confidential basis from a source other than Buyer or its Affiliates when such source is not subject to a confidentiality obligation with respect to the Confidential Information, or (d) was independently developed by Seller, without reference to the Confidential Information, and Seller can verify the development of such information by written documentation.

The Seller Group shall not disclose or use any Confidential Information except to the extent required to perform this Order. Except to the extent required to perform this Order, Seller Group shall not permit copies to be made of any Confidential Information without Buyer's prior written authorization; in which case Seller shall mark the copy "Aero Space Power Ltd Confidential – Do Not Use, Disclose, Reproduce or Distribute without Aero Space Power Ltd Permission." These confidentiality obligations shall continue indefinitely. Upon expiration or termination of this Order for any reason or at any time upon Buyer's request, Seller Group shall promptly return to Buyer or, if authorized by Buyer, destroy (with such destruction certified in writing by Seller) all Confidential Information, including any copies thereof.

15.2 Other NDAs. If the parties hereto entered into a non-disclosure agreement (the "NDA") concerning pre-order negotiations relating to the same subject matter hereof, the terms of that NDA supersede the terms of this agreement with regard to all confidential information disclosed hereunder unless agreed otherwise by the parties in this Order.

15.3 Publicity. Except to the extent required by law, Seller or its Group shall not release information with respect to the existence or terms of this Order or any related document, and shall not use the name, logo, trademarks, photographs, or any reference either direct or indirect of Buyer or any Buyer Affiliate, in advertising, marketing, public relations or similar publications (such as, but not limited to, marketing brochures, press releases, case studies or references) without the prior written authorization of a duly authorized representative of Buyer or the relevant Buyer Affiliate.

15.4. Seller shall not solicit business from Buyer or offer to quote, sell or quote or sell any Product to Customer with respect to any order during the period ending two (2) years from the date the relevant business relationship ceases to exist between the Parties, except if it may be authorized otherwise by Buyer in writing. Seller further covenants and agrees that it shall not enter into any agreement or understanding with Customer to circumvent the provisions of this Section. Seller is responsible for flowing down the terms of this non-solicit provision to sub-tier suppliers that are used in the fulfilment of orders to Buyer and to ensure the adherence to this undertaking by any of its sub-tiers involved. "Customer" shall mean a third party customer and/or its affiliate of Buyer, identified as such by Buyer

### 16. INTELLECTUAL PROPERTY INDEMNIFICATION.

Seller Covenants that all Products, Deliverables, and/or Services, including software, provided and/or utilized pursuant to this Order, whether provided/ utilized by Seller or a Subcontractor, will be free of any claims of any nature. Seller shall indemnify, defend and hold Buyer harmless from all costs and expenses related to any suit, claim or proceeding brought against Buyer, its Affiliates and/or its and their customers based on a claim that any article or apparatus, or any part thereof constituting Products, Deliverables or Services provided and/or furnished by Seller or one of its suppliers pursuant to this Order, as well as any device or process necessarily resulting from the use thereof, constitutes an infringement of any patent, copyright, trademark, trade secret or other intellectual property right of any third party. If use is enjoined, Seller shall, at Buyer's option and Seller's expense, procure Buyer, its Affiliates and/or its and their customers the right

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to continue using or replace with non-infringing Products, Deliverables or Services.

**17. PACKING, PRESERVATION AND MARKING.**

Seller shall ensure its packing, preservation and marking is in accordance with the specification drawings and any specifications that apply to the Order or, if not specified, with the best commercially accepted practices, and at a minimum with applicable laws and regulations. Seller shall place all markings in a conspicuous location as legibly, indelibly and permanently as the nature of the chemicals, components, finished goods, intermediates and associated packaging.

i "Goods" should be defined broadly to include all items to be purchased by Aero Space Power Ltd including raw materials, article or container will permit. All Products shall be packed in an appropriate manner, giving due consideration to the nature of the Products, with packaging suitable to protect the Products during transport from damage and otherwise to guarantee the integrity of the Products to destination. Products that cannot be packed due to size or weight shall be loaded into suitable containers, pallets, or crossbars thick enough to allow safe lifting and unloading.

**18. FORCE MAJEURE.**

Neither party shall be liable for any failure or delay in performance caused by or due to a force majeure event (including but not limited to acts of God, war, riot, terrorism, sabotage, accident or casualty). If Seller is unable to perform for more than thirty (30) days due to any such circumstances, Buyer may cancel this Order without penalty. Failure or delay due to labour strike or other form of work stoppage, delay of seller's sub-suppliers or scarcity of materials or parts shall not excuse Seller's performance.

**19. GOVERNING LAW.**

Seller and Buyer hereby consent to the sole application of the internal substantive laws of the country where Buyer was incorporated in the respective company registrar, without giving effect to its conflict or choice of law rules. The United Nations Convention on the International Sale of Goods shall not apply.

**20. DISPUTE RESOLUTION.**

Any dispute, controversy, or claim relating to this Order (a "Dispute") will be resolved first through good faith negotiations between the parties. If the Dispute cannot be resolved through good faith negotiation, then the parties agree to submit the Dispute to the court(s) of the country where Buyer was incorporated in the company registry, competent in accordance with Buyer's principal place of business registered in such company registry.

**21. WAIVER.**

Either party's failure to enforce any provisions hereof shall not be construed to be a waiver of a party's right thereafter to enforce each and every such provision.

**22. ENTIRE AGREEMENT.**

This Order and anything referenced and incorporated herein sets forth the entire agreement between the parties as to the subject matter herein and supersedes any prior or contemporaneous agreements, written or oral, between the parties.