

TERMS AND CONDITIONS OF PURCHASE

Specifications: Supplier shall comply with any specifications and/or conditions stated on the face of this order.

Prices: Pricing shall not exceed the cost agreed to upon placement of this order, nor exceed last price quoted or charged purchaser, unless authorized in writing by purchaser.

Termination or Cancellation: Purchaser may cancel or terminate work under this order, in whole or part, at anytime by written or telegraphic notice. Termination shall be without prejudice to any claims, which one party may have against the other for work performed and/or materials supplied up to date of cancellation, provided that in the case of default, the cause is not within the control of the seller. In the case of Supplier default, Purchaser may cancel this order and procure the articles or services from another source. purchaser may hold the seller responsible for any excess cost incurred as result of default by Supplier.

Changes: No modification of this order shall be binding on AGC / GK, unless made by a formal purchase order document (either Change notice or Supplement) signed by AGC / GK. Only authorized representatives of AGC / GK Purchasing Dept. are empowered to direct changes to or agree to any modification of this order.

Buyer: Furnished Property: Seller agrees that it will use any design, tools, patterns, drawings, information, material and/or equipment furnished by Buyer only in the production of the articles called for herein; will not use such items for the production or manufacture of larger quantities than these specified herein; will not use any other items in lieu thereof and will not reveal information proprietary to Buyer unless with Buyer's written consent.

Protection of Purchaser's Property: All tooling paid for by the Purchaser but used by the Seller for the purpose of fabricating parts for the Purchaser, becomes our property. The supplier will be responsible to protect us against any loss of or damage to such property by means of property insurance. Purchaser shall have the right to remove all such tooling or equipment from the premises of the Seller without further charge or expense, the custom or practice of the industry notwithstanding.

Materials Furnished: When AGC / GK furnishes any material, in whole or part, for the manufacture of parts or assemblies, Supplier shall not substitute material from any other source, nor shall the Supplier alter it's physical or chemical properties, except in accordance with applicable AGC / GK specifications or except with AGC / GK's written approval. Supplier shall replace any materials, tools, or parts damaged because of spoilage, breakage, or defective workmanship. Upon completion of this order any of the material furnished by AGC / GK and not consumed in performance of the order, shall be promptly returned to AGC / GK.

Inspection - Goods: All goods received are subject to inspection and approval by the purchaser, who reserves the right to reject, and return collect to Seller or hold for Seller's account, any goods which are defective or not in compliance with specifications. Returned goods to the Seller may not be replaced without Purchaser's written approval. Supplier to be responsible for maintenance of gage control to requirements of AS9100 and for correct gage selection meeting the required accuracy ratio.

Inspection - Premises: AGC / GK, and AGC / GK's customers and/or their customers & regulatory agencies shall have the right to inspect and test the materials and/or workmanship of all goods. Such inspection or testing may be at any time or place, including during manufacturing, provided it takes place on the premises of Supplier. Supplier shall furnish, without additional charge, all reasonable facilities and assistance for a safe, convenient inspection or test.

Inspection - Records: If the face of this order bears a Government prime contact number, Supplier agrees that it's books, records, and its plant, or such arts thereof as may be engaged in the performance of this order, shall at all reasonable times be subject to inspection and audit by any authorized representative of any department of the United States Government.

Material Identification: Identification provided with furnished material to Supplier must be maintained by the Supplier at all times.

Counterfeit Parts: Supplier shall plan and implement controls to prevent the use of counterfeit or suspect counterfeit parts.

FOD Prevention: The Supplier shall implement a “FOD Prevention Program”. The Supplier shall assure the devices, components and materials delivered to AGC / GK are free of Foreign Object Debris (FOD). The Supplier shall employ general prevention practices to keep FOD, large or small, from the product and packaging. FOD contamination will cause for rejection of material.

Awareness: Supplier will ensure that persons are aware of their contribution to the products, their contribution of product safety and importance of ethical behavior.

REGULATORY COMPLIANCE

Compliance with Labor Laws: Supplier hereby certifies that the goods called for by this order have been or will be produced in compliance with the Fair Labor Standards Act of 1938 (29 U.S. Code 201-219) and, insofar as applicable to this order, the Walsh-Healy Public Contracts Act (41 U.S. Code 35-45) or the Work Hours Act of 1962 (40 U.S. Code 327-332), and any amendments thereto, as well as with the provisions of any other Federal law with respect to labor relations, minimum wages, and hours of employment, now in effect or here after enacted, and with any and all rules and regulations issued under each and ever such act. Supplier agrees that this certification may be considered as the certificate contemplated by the amendment dated October 26, 1949, to the Fair Labor Standards Act of 1938.

Executive Order 11246, as amended, and the regulations at 41 CFR parts 60-1 through 60-60, and sections 2012/503 and the regulations at 41 CER parts 60-250 and 60-741 are incorporated herein by specific reference.

SUPPLIER acknowledges that Goods and/or Services supplied hereunder may be used by BUYER in fulfilling a U.S. government prime contract or subcontract. As such, SUPPLIER acknowledges that it is subject to all applicable U.S. Government procurement regulations and laws in effect at the time of accepting the Purchase Order, including, but not limited to FAR 52.222-50 Combating Trafficking in Persons, FAR 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan, and DFARS 252.222-7007 Representation Regarding Combating Trafficking in Persons, DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting, DFARS 252.207-7019 Notice of NIST SP 800-171 DoD Assessment Requirement, DFARS 252.204-7020 NIST SP 800-171 DoD Assessment Requirements, and 252.204-7021 Cybersecurity Maturity Model Certification Requirements. Without limiting the foregoing, SUPPLIER hereby acknowledges that the U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of FAR 52.222-50. During the period of performance hereunder, SUPPLIER, its employees, and their agents, shall not engage in any of the forms of prohibited trafficking-related activities listed in FAR 52.222-50(b). SUPPLIER further agrees to flow down any requirements to sub-tier Suppliers as applicable.

Supplier acknowledges they may be required to comply with laws and regulations applicable to direct or indirect procurement of critical materials and minerals as regulated by the Dodd-Frank Act, the Securities and Exchange Commission (SEC) under the adopted Conflict Minerals Final Rule. Conflict minerals currently include tantalum, tin, tungsten and gold “conflict minerals”. Supplier confirms that product’s supplied or services rendered under this order do not contain any “conflict minerals”. Although we acknowledge Supplier may not be subject to these rules, our customers may at times request information related to items identified under these regulations. At times Supplier may be asked to complete due diligence and provide information on product’s supplied or services rendered. Supplier agrees to perform best efforts in providing this information.

SUPPLIER CODE OF CONDUCT

The Supplier shall ensure operations are being performed in a manner that is appropriate, as it applies to their ethical, legal, environmental, and social responsibilities. Supplier shall establish and maintain processes that are designed to ensure compliance with, mitigate the risks identified in, and facilitate continuous improvement with respect to the principles contained in this Code of Conduct. Supplier shall ensure that this Code of Conduct is adequately communicated to all Supplier employees.

Purchaser is committed to ensuring an ethical and compliant supply chain and in support of this commitment Supplier agrees to the following:

Laws and Regulations: Suppliers must operate in full compliance with all applicable laws and regulations of the countries in which they operate.

Compliance with Environmental, Health, and Safety Laws: The Supplier must maintain and operate its manufacturing/production facilities and processes in accordance with local, state, and federal laws/regulations in the country of origin. At no time shall any AGC/GK person be exposed to hazardous materials or unsafe conditions as a result of Supplier shipments to a AGC/GK location, or while visiting the Supplier's location. For items with inherent hazards, safety notices must be clearly visible. As applicable, safety handling and protection information must be provided.

Human Trafficking, Slavery, and Forced Labor: All forms of human trafficking, slavery, forced convict, bonded (including debt bondage), or indentured labor of any kind are forbidden. Supplier shall comply with all applicable laws and regulations that prohibit the forced labor of any individual under any circumstances.

Non-Discrimination: The Supplier shall not discriminate against race, color, sex, religion, age, physical disability, political affiliation, or other defining characteristics as prohibited by local, state, and federal laws/regulations in the country of origin

Ethics: Suppliers shall not make or receive any corrupt or inappropriate payment on behalf of itself, any third party, or Purchaser and shall comply with all applicable laws and regulations relating to anti-bribery and anti-corruption. Evidence of corruption, bribes, improper advantage, or any other form of illegal practice by the Supplier or associated operations will terminate all relations with AGC/ GK.

Code of Conduct and Policy Enforcement: This policy applies to Suppliers and their sub-tier sources. It is the responsibility of the Supplier to verify and monitor compliance of this code at their operations and sub-tier source operations.

Whistleblower Protection: Suppliers shall ensure the protection of whistleblower confidentiality and prohibit retaliation against workers who come forward in good faith and/or refuse an order that is in violation of this Code of Conduct. Individuals who may have concerns may safely report any suspected violations by contacting the hotline. Online: loargroup.ethicspoint.com / phone:844-672-9334

QMS SYSTEM REQUIREMENTS

Control of Records: Suppliers are required to maintain control and retain manufacturing and inspection records associated with the fabrication of parts made for AGC / GK for 10 years in accordance with AS9100 and customer requirements, including any sub-tier Suppliers they may employ. Prior to disposition / destruction of records the Supplier shall contact AGC / GK.

Notification and Disposition of Nonconforming Product: Supplier's must notify AGC / GK Purchasing of any AGC / GK supplied material found to be nonconforming to contract requirements at any operation for AGC / GK disposition. The Supplier may not disposition this material "use-as-is", "repair", or "scrap" if the product violates contract requirements without prior approval by AGC / GK. Supplier will also notify AGC / GK of suspected nonconforming product after it has left the Suppliers quality system.

Notification of Product, Process, or Services Changes: Suppliers are to notify and obtain approval from AGC / GK before initializing any changes including changes in external providers, location of manufacturing, and any procedural changes affecting the quality of the product or service.

Quality Management Systems: The Supplier shall maintain a process of contract review to ensure the following criteria are met. Quality management system for PWA end use product will conform to PWA's ASQR-01, Supplier Quality System Requirements, PWA 300, and applicable PWA MCL sections shall also apply. All other systems shall be compliant to AS 9100.

AGC / GK, their customer, and regulatory authorities have the right of access to applicable areas of the facilities and to applicable documented information, at any level of the supply chain.

AGC / GK Supplemental Supplier Requirements:

All certifications must include signature and title of authorized agent. Agent must be QC representative or company officer. Supplier must process and certify to complete batch control, if applicable.

Good standard manufacturing practices must be used. Handle parts with care and protect during storage.

Material shall be free of nicks, scratches, and dents by Supplier.

Any outside processing must be performed by approved sources of end user.

The Supplier is responsible for adequately training their personnel to be qualified to perform the operations assigned in execution of the provisions of the purchase order.

AGC / GK may initiate Supplier corrective actions in the event of poor quality or delivery performance.

If there are questions regarding any requirements of this attachment, then contact the AGC / GK Purchasing Dept.