



## GENERAL PURCHASE ORDER PROVISIONS

### 1. ACCEPTANCE - ENTIRE AGREEMENT - MODIFICATION

The order is for the purchase and sale of goods and services described on the face of the order (hereinafter "Items"). Acceptance of order shall be limited to the terms and conditions contained herein and incorporated herein by reference. Order shall be deemed accepted upon the return of the acknowledgment copy of order or the commencement of performance by Supplier. NuCon rejects any additional or inconsistent terms and conditions offered by Supplier at any time, whether or not such terms or conditions materially alter the order and irrespective of NuCon's acceptance of or payment for Items. These terms and conditions constitute the entire agreement between the parties and no change to or modification of order shall be binding upon NuCon unless in writing and signed by an authorized representative of NuCon's procurement or purchasing office at NuCon's place of business issuing the order.

### 2. PROTECTION OF PROPERTY AND INFORMATION

#### A. PROPERTY

(1) For the purpose of these General Purchase Order Provisions, "Property" shall mean all materials, equipment, tools, and facilities furnished to Supplier by NuCon, or paid for by NuCon under the order, as well as any improvements thereto or replacements thereof.

(2) Title to all Property shall be vested in NuCon with the right to demand possession at any time. Supplier may use Property only in the performance of work for NuCon. NuCon does not warrant any aspect of the Property.

(3) Supplier bears the risk of loss of, and is responsible for paying all personal property taxes that accrue on, all Property that is in the custody or control of Supplier or any supplier or subcontractor to whom Supplier delivers Property as permitted under Article 2.A.(6), below.

(4) Supplier will establish and maintain a system to control, protect, preserve, and maintain all Property in good condition and repair. All Property is subject to removal and return at NuCon's written request, in which event Supplier, at NuCon's expense, will prepare such Property for shipment and deliver it to NuCon in the same condition as originally received by Supplier, reasonable wear and tear excepted. NuCon may enter Supplier's premises at any reasonable time to inspect the Property and Supplier's records with respect thereto.

(5) Upon completion or termination of the order, Supplier will retain all Property at its expense until disposition directions are received from NuCon.

(6) Supplier may not deliver custody of any Property to any person or entity other than NuCon without NuCon's prior written permission. If with NuCon's prior written permission Supplier furnishes Property to any supplier or subcontractor of Supplier for use in performance of NuCon's orders, Supplier shall (i) insert the substance of this Section 2.A in all orders to such supplier or subcontractor; and (ii) remain responsible hereunder for any breach by such supplier or subcontractor of this Section 2.A.



## GENERAL PURCHASE ORDER PROVISIONS

### B. INFORMATION

(1) For the purpose of these General Purchase Order Provisions, all Property and Other Data provided to Supplier from NuCon or other suppliers of NuCon shall be treated as proprietary information. For the purpose of these General Purchase Order Provisions, "Other Data" shall mean all technical data (including without limitation manufacturing, process, test or repair data, know-how, designs, and data describing physical, functional, and/or performance characteristics), computer software, and all other information and/or data that: (i) has been supplied to Supplier (or any other person) by or on behalf of NuCon, whether transmitted in writing, orally, or otherwise; (ii) Supplier has designed, developed, or created at NuCon's expense; and (iii) all derivatives of (i) and (ii) that Supplier has designed, developed, or created. Except to the extent specifically provided in these General Purchase Order Provisions, Supplier shall have no rights in any Information

(2) Except as permitted under Paragraph 2.B.(4), below, Supplier may use Information only in the performance of work for NuCon and, upon NuCon's request, Supplier will deliver all Information and all copies thereof to NuCon. (3) All Information prepared by Supplier specifically in connection with performance of the order, including original works of authorship created by Supplier, are considered "works made for hire" under U.S. Copyright Law. NuCon shall be deemed the author of such works. If any such work is determined not to be a work made for hire, this Paragraph 2.B.

(3) shall operate as an irrevocable assignment by the author of such work to NuCon of the copyright in the work, including all right, title, and interest throughout the world, including the right to make derivatives thereof and revisions thereto. Supplier further agrees to assign to NuCon all other intellectual property rights to Information or to any item designed, or created using such information.

(4) Supplier may not disclose Information to any person or entity without NuCon's prior written permission. If, with NuCon's prior written permission, Supplier furnishes Information to any supplier or subcontractor of Supplier for use in performance of NuCon's orders, Supplier shall (i) insert the substance of Article 2 in all orders to such supplier or subcontractor; and (ii) remain responsible hereunder for any breach by such supplier or subcontractor of Article 2.

### C AFTERMARKET ACTIVITY

(1) For the purpose of these General Purchase Order Provisions: (i) "Product" shall mean anything designed, developed, or created using Information; (ii) "NuCon Part" shall mean any component, part, or detail of any component or part, designed, manufactured and/or sold by NuCon; and (iii) "Aftermarket Activity" shall mean transactions (including sales to third parties, including the U.S. Government) for products or services by Supplier related to or based on the following: (a) creating a repair for a NuCon part; (b) designing a new part that is similar or identical to a NuCon Part; (c) comparing a NuCon Part design with another part design; (d) obtaining Parts Manufacturing Approval (PMA) from the Federal Aviation Administration (FAA) pursuant to Part 21.303 of the Federal Aviation Regulations; (e) obtaining approval from a Designated Engineering Representative (DER) under FAA Order 8110.4 to repair a NuCon Part; or (f) obtaining any other governmental approval to manufacture or repair a NuCon Part.

(2) Except pursuant to NuCon's prior written permission, Supplier shall not use (or assist others in using) Information to engage in Aftermarket Activity.

(3) Supplier must obtain NuCon's written permission before selling any Product to any third party purporting to purchase Products under authority of NuCon.

### D TRAINING OF EMPLOYEES.

Supplier will maintain adequate processes to protect NuCon's Property and Information from improper use and/or disclosure, and will train its employees appropriately to follow such processes. Supplier's failure to comply with the foregoing sentence shall constitute grounds for termination of the order by NuCon under Article 10.B. of these General Purchase Order Provisions.



## GENERAL PURCHASE ORDER PROVISIONS

### 3. DELIVERIES AND SHIPMENTS

Delivery of Items in accordance with the schedule are a material requirement of the order. Supplier shall not, without NuCon's prior written consent, manufacture or procure materials in advance of reasonable lead-time. Supplier will, at its expense, ship by express or air shipment or by the most expeditious way if the delivery schedule is endangered for any reason other than NuCon's fault. NuCon reserves the right to reject all or any part of any delivery that varies from the quantity authorized by NuCon for shipment. All items shall be packaged in accordance with NuCon's instructions or, if none are specified, in accordance with good commercial practice in a manner sufficient to ensure arrival in an undamaged condition. If requested by NuCon, Supplier shall give notice of shipment to NuCon at the time of delivery of any shipment of Items to a carrier for transportation. Title and risk of loss of Items shall pass to NuCon at the FOB point specified on the face of the order, unless earlier passed pursuant to other provisions of the order.

### 4. PERFORMANCE ASSURANCE PLAN.

At NuCon's direction, Supplier will provide NuCon with documentation showing Supplier's work in process and yield factors for each major process step. NuCon may impose this where, in NuCon's opinion, there is a significant risk in meeting performance or delivery requirements. The documentation will demonstrate Supplier's work in process in Supplier's format.

### 5. INSPECTION

Notwithstanding (i) payment, (ii) passage of title, or (iii) prior inspection or test, all Items are subject to final inspection and acceptance or rejection by NuCon at NuCon's facility. At all reasonable times, including the period of manufacture, NuCon, its customers, and/or representatives of the FAA or other regulatory bodies may inspect and/or test the Items to be furnished hereunder at the places where the work is being performed, including those of the Supplier's suppliers, and Supplier shall provide, without additional charge, reasonable facilities and assistance for safe and convenient inspection and test. NuCon may inspect 100% or a sample of all Items or any lot of Items at NuCon's option, and NuCon shall have the right to reject all or any portion of the Items or lot of Items if any such inspection reveals them to be, in NuCon's sole opinion, defective or nonconforming. Supplier shall provide and maintain a test and inspection system acceptable to NuCon and its customers, if required. Records of all inspection work by Supplier shall be kept complete and available to NuCon and its customers during the performance hereof and will also be maintained by NuCon for seven (7) years after final payment or for such longer period as may be specified elsewhere.



## GENERAL PURCHASE ORDER PROVISIONS

### 6.WARRANTY

A. Supplier warrants to NuCon, its successors and customers that all Items furnished to NuCon will be free from defects in material and workmanship, will conform to applicable drawings, designs, specifications, and samples, will meet all functional and performance requirements and, to the extent the order calls for services to be performed, that such services will be free from defects in workmanship, will meet all of the requirements of the order and will be performed to the highest standards of workmanship in the industry (all of which are hereinafter collectively called "Conforming Items").

B. In the event Conforming Items are not furnished, within thirty (30) days after the non-Conforming Item is returned to Supplier, Supplier shall repair or replace such non-Conforming Items. The failure of Supplier to repair or replace and redeliver such non-Conforming Items within such thirty (30) day period shall entitle NuCon, at its election and in addition to any other rights or remedies it may have at law or in equity, to have such non-Conforming Items corrected at Supplier's expense. In addition to the costs of repairing or replacing such non-Conforming Items Supplier agrees that, notwithstanding the provisions of any warranties, expressed or otherwise, negotiated with respect to Items purchased from Supplier by NuCon or NuCon's customers, Supplier shall reimburse NuCon for labor and material cost, including overhead and general administrative expense reasonably incurred by NuCon in connection with: (i) the unscheduled removal and/or replacement of such Items or components thereof from a higher level assembly due to failure of such Items to conform to requirements of the order or defective material, workmanship, or design; (ii) any such removal of said Items at Supplier's request; or (iii) any such removal of said Items required due to any previously required changes to said Items which Supplier has failed to incorporate. This remedy is not exclusive and shall not be in lieu of any other remedy available at law, in equity, or under the order.

C. The warranty period shall be suspended upon notice that non-Conforming Items have been furnished until they have been repaired or replaced and redelivered to NuCon postage or freight prepaid, or in the case of nonconforming services, have been corrected. The unexpired portion of the warranty shall be applicable to the repaired, replaced or corrected Conforming Items.

### 7.CHANGES

A. NuCon may, at any time, by a written change order, without notice to any sureties, make changes in any one or more of the following: (i) drawings, designs, specifications, where the Items to be furnished are to be specially manufactured for the NuCon in accordance therewith; (ii) method of shipment or packing; (iii) place or time of inspection, delivery, or acceptance; (iv) the quantity and/or type of services ordered, (v) the work or service schedules, or (vi) the amount of any NuCon furnished property. If any such change causes an increase or decrease in the cost of or time required for performance of the order, whether or not changed by the order, an equitable adjustment shall be made in the price or delivery schedule or both and the order shall be modified accordingly. No claim by Supplier for adjustment hereunder shall be allowed unless made in writing for a specified amount within twenty (20) days from the date notice of any such change is received by Supplier. If Supplier considers that the conduct, statement or direction of any of NuCon's employees constitutes a change hereunder, Supplier shall notify NuCon's authorized representative and take no action on the perceived change pending written approval of NuCon's authorized representative. Only NuCon's authorized representative has authority to approve a change. Any change made by Supplier without such written approval shall be deemed voluntary by Supplier and not compensable in the cost of or time required for performance. Nothing in this Article shall excuse Supplier from proceeding with performance of the order as changed.

B. Notwithstanding the above or any other provision of the order, Supplier hereby agrees that any changes that are made to meet the specified performance requirements of the order shall not entitle Supplier to any adjustment in either price or delivery.

### 8.DESIGN CHANGES

During performance of the order, Supplier shall not make any changes in the design of Items to be furnished by Supplier under the order without advance written notification to and written approval of NuCon. The above requirement applies whether or not there is a cost impact associated with the change and regardless of the type of change involved, including product improvements.



## GENERAL PURCHASE ORDER PROVISIONS

### 9. STOP WORK ORDERS

NuCon may, at any time by written order, require Supplier to stop all or any part of the work under the order for any further period as the parties may agree. Immediately upon receipt of such stop work order, Supplier shall comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the work stoppage. At any time during such period, NuCon may, in whole or in part, either cancel the stop work order or terminate the work. To the extent the stop work order is canceled or expires, Supplier shall resume work. If a stop work order is the sole and exclusive cause of a material change in cost or delivery, an adjustment shall be made in the price (excluding profit) or the delivery schedule, or both and the order modified accordingly; provided, however, that no adjustment in price or delivery shall be made under this Article if, (i) the work would have been otherwise interrupted or delayed, or (ii) such adjustment is available or expressly excluded under any other provision of the order. No claim for adjustment shall be allowed unless submitted to NuCon in writing in a specified amount within twenty (20) days after the work is terminated or the stop work order expires or is canceled whichever first occurs.

### 10. TERMINATION.

A. By written notice, NuCon may terminate the order or any part hereof, for its sole convenience. In the event of such termination, Supplier shall immediately stop all work hereunder and shall immediately cause all of its suppliers and subcontractors to cease work. Subject to the terms of the order, Supplier shall be paid a portion of the order price reflecting the actual costs incurred for the work performed prior to the notice of termination, plus reasonable charges Supplier can demonstrate to the satisfaction of NuCon, that have resulted from the termination. Supplier shall submit its claim no later than 3 months after receipt of the termination notice. Supplier shall make reasonably available to NuCon or NuCon's representative, any books, records and papers supporting its claim. Supplier shall not be paid for any work performed or costs incurred which should have been avoided. Upon NuCon's payment to Supplier in accordance with this Section 10.A., title to all equipment, materials, work-in-progress, special tooling, finished products, and anything acquired for the order, and any plans, drawings, specifications, Information, and other things that would have been required to be delivered to NuCon, shall vest in NuCon.

B. By written notice, NuCon may terminate the order in whole or in part: (i) if Supplier fails or refuses to perform in accordance with any of the requirements of the order or to make progress so as to endanger performance hereunder (a "Default"), (ii) if Supplier becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Supplier (whether voluntary or involuntary) under any federal or state law, or under any agreement, instrument, security interest, or similar arrangement, relating to bankruptcy, arrangement among debtor and creditors, reorganization, receivership or assignment for the benefit of creditors, (iii) if Supplier fails to provide NuCon upon request, with adequate assurances of future performance within the time period requested by NuCon, or (iv) if Supplier engages in any use or disclosure of Information that is not expressly permitted under the terms of the order. Any such termination will be without liability to NuCon except for completed Items delivered and accepted by NuCon, payment for which can be set off against damages to NuCon. NuCon may require Supplier to transfer title and deliver to NuCon any or all property produced or procured by Supplier for performance of the work completed as of the termination and Supplier shall be credited with the reasonable value thereof not to exceed Supplier's actual incurred costs or the order price, whichever is less. Supplier will be liable for damages caused by or resulting from its default including but not limited to excess costs of re-procurement. If, after a termination pursuant to clause (i), (iii), or (iv) of this Section 10.B., it is determined that Supplier was not in Default, that adequate assurances had been provided, or that Supplier had a legal right to use or disclose Information, the termination shall be deemed a termination for convenience in accordance with Section 10.A. NuCon or its designee shall have the right to audit all elements of any termination claim and Supplier shall make available to NuCon or NuCon's designee on request all books, records, and papers relating thereto. Termination of the order pursuant to this Section 10.B. shall be without prejudice to any other rights and remedies of NuCon under statute or common law.

C. To the extent the order is not terminated pursuant to Sections 10.A. or 10.B., above, Supplier shall continue performance.



## GENERAL PURCHASE ORDER PROVISIONS

### 11. EXCUSABLE DELAYS

Neither party shall be in default for any delay or failure to perform hereunder due to causes beyond its control and without its fault or negligence; provided, that any delay or failure to perform caused by the default of a supplier of Supplier at any lower-tier shall be excused only if (i) it is beyond the control of both Supplier and such supplier and without the fault or negligence of either, (ii) the parts to be furnished are not obtainable from other sources in sufficient time to permit Supplier to meet the delivery schedule, and (iii) Supplier furnishes prompt written notice to NuCon of the occurrence of any such cause that will or may delay Supplier's performance. If delivery of any Item is delayed by any excusable delay, NuCon may, without any additional extension, cancel all or part of any order with respect to the delayed Item, and exercise any of its remedies in accordance with Article 10.B.

### 12. PRICES, TAXES AND NEW MATERIAL

Supplier warrants that none of the items furnished under the order are surplus, used, remanufactured or reconditioned or of such age or so deteriorated as to impair the usefulness or safety thereof, unless otherwise specifically stated on the face of the order. Unless otherwise provided on the face of the order, the prices include all packaging, crating, and federal, state, and local taxes, if applicable, and are firm for the delivery period shown.

### 13. PAYMENT TERMS

Payment periods and cash discount periods will be computed from either the date of delivery or acceptance of the Items ordered or the date of receipt of correct and proper invoices prepared in accordance with the terms of the order, whichever is later. The payment date will be delayed on a day-for-day basis for any Item that is delivered later than called for by the schedule on the face of the order.

### 14. INJUNCTIVE RELIEF

Nothing contained herein shall operate to waive or limit NuCon's right to seek injunctive relief with respect to any breach or threatened breach by Supplier of its obligations under these General Purchase Order Provisions.

### 15. PATENT, TRADEMARK AND COPYRIGHT INDEMNITY

Supplier shall indemnify and hold harmless NuCon from any and all damages, costs, including legal fees, losses, and liabilities resulting from a suit, claim, or proceeding of alleged infringement of any Intellectual Property rights by reason of the sale or use of any Item sold to NuCon hereunder, and from reasonable expenses incurred by NuCon in defense of such suit, claim, or proceeding if Supplier does not undertake the defense thereof; provided, that Supplier is notified of any such suit and, except for suits against the U.S. Government, NuCon offers Supplier full and exclusive control of the defense of such suit, claim, or proceeding when Items of Supplier only are involved therein or the right to participate in the defense of such suit, claim, or proceeding when products other than those of Supplier are also involved therein; except that, this indemnity shall not extend to infringement resulting solely from Supplier's compliance with NuCon's specific designs. In the event of an injunction or restraining order, Supplier shall, at its own expense, either procure for NuCon the right to continue to sell and use the Item, or replace or modify the Item so that it becomes non-infringing. Supplier shall also indemnify NuCon's customers and agents for such infringement if and to the extent that NuCon has agreed so to indemnify them, but to no greater extent than Supplier has indemnified NuCon herein and under the same conditions as set forth herein.

### 16. INDEMNIFICATION

Supplier shall indemnify and hold harmless NuCon, its directors, officers, employees, agents and invitees from and against all liability, demands, claims, losses, costs, damages, and expenses, including but not limited to attorneys' fees, by reason or on account of property damage, death, and personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with the performance of the order that is occasioned by the actions or omissions of Supplier or its suppliers or subcontractors at any tier.



## GENERAL PURCHASE ORDER PROVISIONS

### 17.INSURANCE

Supplier will maintain and carry liability insurance which includes but is not limited to commercial general liability (including product liability and for services to be performed, completed operations liability), automobile liability, workmen's compensation, and employer's liability in an amount no less than the applicable statutory minimum requirement. Supplier will, if requested by NuCon, furnish certificates of insurance from its carrier(s) on the foregoing coverages, which shall provide that such coverage shall not be changed without advance written notification to NuCon.

### 18.KEY PERSONNEL

Supplier's personnel listed or identified as Key Personnel may be considered by NuCon to be critical to the successful performance of the order, and may be a substantial factor in NuCon's decision to award the order to Supplier. NuCon may consider any change by Supplier in its Key Personnel as grounds for termination under Section 10.B.

### 19.PERFORMANCE OF INDIVIDUALS

Upon determination by NuCon, at any time, that the performance of Supplier's employees assigned to the work hereunder does not meet NuCon's required standards, which shall be consistent with the industry and reasonable and upon notification to Supplier of such determination, the failure of Supplier to take appropriate corrective action satisfactory to NuCon will be a cause for NuCon termination under Section 10.B.

### 20.STANDARDS OF CONDUCT, INTEGRITY, AND COMPLIANCE

NuCon strives to conduct its business in compliance with applicable laws, rules, and regulations with honesty and integrity and with a strong commitment to the highest standards of business ethics. Supplier agrees that they will adhere to customary standards of business conduct prescribed by law or regulation and comply with all rules, laws and regulations pertaining to entertainment or providing gratuities.

### 21.NOTICE TO NUCON OF LABOR DISPUTES

Whenever Supplier has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the order, Supplier shall immediately give notice thereof, including all relevant information with respect hereto, to NuCon. Supplier shall include this paragraph in each lower-tier subcontract under the order.

### 22.SUPPLIER'S STATUS

It is understood and agreed that Supplier and/or its employees engaged in the performance of the order by Supplier, are not employees of NuCon and are not entitled to NuCon employee benefits or privileges or any payment from NuCon (other than as expressly provided for in the order) and the Supplier shall pay the salaries or expenses, applicable taxes, including Social Security and unemployment of said employees. Supplier shall also pay any expenses normally paid by an employer in connection with its employees assigned to NuCon. The Supplier is and shall be deemed to be an Independent Contractor at all times during its performance of the work specified in the order.

### 23.FOREIGN MANUFACTURE OF U.S. MUNITIONS LIST ARTICLES.

A. If Supplier has received technical data, manufacturing drawings, specifications, software or similar type items from NuCon, it is the responsibility of Supplier to ensure compliance with all U.S. export laws and regulations. These laws include, but are not limited to, (i) Section 38of the Arms Export Control Act as enumerated in 22 CFR Parts 120-130, the International Traffic in Arms Regulations (ITAR), and (ii) Export Administration Act of 1979, as amended in 15 CFR Parts 730-774 of the Export Administration Regulations (EAR).

B. No technical data, manufacturing drawings, specifications, software or similar type items shall be transferred, disclosed or exported to "Foreign Persons" without specifically obtaining approvals from the U.S. Department of State's Office of Defense Trade Controls or from the U.S. Department of Commerce's Bureau of Industry and Security, as required.

C. In the event that Supplier is unable to comply with the U.S. export laws and regulations as listed above, prior written authorization must be obtained by Supplier from NuCon if Supplier intends to transfer, disclose or export any technical data, manufacturing drawings, specifications, software or similar type items to any "Foreign Persons" as defined in the above stated laws and regulations. Supplier agrees to abide by all limitations and provisos and/or riders and conditions listed on any licenses or other approvals issued by the U.S. Department of State or the U.S. Department of Commerce.



## GENERAL PURCHASE ORDER PROVISIONS

### 24.COMPLIANCE WITH LAWS.

A. Supplier shall comply with all applicable federal, state and local laws, Executive Orders, rules and regulations during performance of the order.

### 25.RELEASE OF INFORMATION TO PUBLIC

Supplier shall not, without the prior written consent of NuCon, make any release of information concerning the order or any other information related to NuCon (other than to Supplier's employees and subcontractors that is required for the performance of their duties), including providing copies of the order or identifying the Items sold by Supplier to NuCon, nor use the name of NuCon in any advertising or publicity, except as may be necessary to comply with a subpoena or other proper mandatory legal demand.

### 26.ORDER OF PRECEDENCE.

Except as provided otherwise in a written document executed by authorized representatives of NuCon and Supplier, in the event of any conflict among the provisions of the order, the following order of precedence shall apply in interpreting the order:

- A. The text of the order.
- B. Any special or supplemental Terms and Conditions incorporated by reference in the order.
- C. These General Purchase Order Provisions.
- D. Other order Documents.

### 27.DISPUTES.

Any dispute arising out of or relating to the order, including the breach, termination, or validity hereof, will be finally resolved by a sole arbitrator in accordance with standard resolution rules currently in effect. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgement upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration will be the city and state of NuCon's place of business that issued the order. If the dispute between NuCon and Supplier is related to a dispute between NuCon and its customer, Supplier agrees: (i) to a stay in arbitration proceedings until NuCon's dispute with its customer is finally resolved, and (ii) to continue to perform its obligations under the order during the stay. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under the order, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy.

### 28.CHOICE OF LAW

The order shall, in all respects, be interpreted, construed, and governed by and in accordance with the laws of the State of Michigan, disregarding any conflict of law provisions that may require the application of the laws of another jurisdiction.

### 29.RIGHTS AND REMEDIES OF NUCON

The rights and remedies of NuCon set forth herein shall be in addition to any other rights and remedies provided in law or equity and the failure or delay by NuCon to exercise any rights or remedies under the order shall not operate as a general waiver thereof.

### 30.NON-WAIVER

No failure by NuCon to assert its rights under any provision of the order, or failure of Supplier to perform any provision of the order, shall be effective as a waiver thereof unless consented to in writing by NuCon; nor shall any such waiver constitute an advance waiver of any other provision or failure to perform.

### 31.ASSIGNMENT AND SUBCONTRACTING

Any assignment or subcontract for a majority of the materials and/or labor by Supplier of or under the order shall be void unless consented to by NuCon in writing.

### 32. HEADINGS

Headings set forth in the order are for convenience of reference only and are not intended to, nor do they alter the meaning, content, or enforceability of any Article hereof.





## GENERAL PURCHASE ORDER PROVISIONS

### 33. SEVERABILITY

In the event any Article of these General Purchase Order Provisions is held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining Articles of these General Purchase Order Provisions will not be affected and, in lieu of such invalid or unenforceable Article, there will be added automatically as part of these General Purchase Order Provisions one or more Articles as similar in terms as may be valid and enforceable under applicable law.

### 34. SURVIVAL.

Articles 2, 6, 12, 15, 16, 24, and 25 will survive the termination or completion by Supplier of performance of the order.

### 35. ADDITIONAL PURCHASE ORDER FLOW DOWNS

Notify NuCon Corporation of all non-conforming product.

Obtain approval from NuCon Corporation on any product disposition.

Notify NuCon Corporation of any changes in product and/or process, changes in suppliers, manufacturing facilities.

When required obtain approval from NuCon Corporation.

Flow down the applicable requirements including but not limited to customer requirements. Records must be retained for a minimum of 7 years.

Right of access by NuCon Corporation, NuCon Corporation's customers, and/or regulatory authorities to the applicable areas of the facility relating to the product with in the purchase order.

We will be monitoring our suppliers performance for both "on-time delivery" and "Quality". The Supplier monitoring provides feedback on quality, delivery and, when appropriate, any additional comments which NuCon deems as critical to a successful professional partnership.

Supplier shall take measures of counterfeit part prevention.

In the interest of awareness and open communications with our suppliers, we want you to be assured of NuCon's expectations in the area of ethical behavior. We expect and encourage all efforts on your part to act in an ethical manner, in full compliance with all applicable laws, regulations and industry standards, including the following, but not limited to:

- Integrity with respect to your customers, suppliers, communities and employees.
- Avoiding conduct or activity that may raise questions as to the supplier's honesty, impartiality, and reputation.
- A commitment not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- A commitment to treat others with respect and refraining from any type of harassment, including sexual harassment.
- Avoidance of any activity that might create a conflict of interest.