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Terms and Conditions

Between L'Anse Manufacturing

And

Supplier of Goods

L'Anse Manufacturing, Inc., a Michigan Corporation, agrees to purchase from Supplier, collectively the Parties subject to the following terms and conditions "Terms and Conditions":

1.0 Application and Definitions

1.1 Application. These Terms and Conditions define the relationship of L'Anse Manufacturing, Inc, which is the buyer and Supplier who is the Supplier and/or seller of goods, and apply to all sales of equipment, parts, supplies, materials, or other personal property (individually and collectively, "Goods") by Supplier to L'Anse Manufacturing, Inc. Supplier acknowledges and agrees that these Terms and Conditions of sale are incorporated in, and are a part of, each quotation, purchase order, invoice, release, requisition, work order, shipping instruction, specification, and any other document, whether expressed verbally, in written form or electronic commerce, relating to the sale of Goods by Supplier to L'Anse Manufacturing, Inc. These documents are collectively referred and are in totality the "Agreement", unless otherwise integrated into a final global written agreement which specifically incorporates and integrates the above listed documents.

- a) Conflicting terms.** In the event of a conflict between these Terms and Conditions and purchase order(s), the purchase order requirements and specifications shall take precedence over any other terms and conditions of the Supplier which may be contained in Supplier's quotation or acknowledgement to which objection is made by L'Anse Manufacturing, Inc. No modification of a purchase order shall be binding upon either party unless in writing and signed by authorized persons of each party.
- b)** These Terms and Conditions apply to the sale of Goods. In the event that an agreement applies to services, the L'Anse Manufacturing Terms and Conditions for Services shall be incorporated. If, in the event of an agreement for Services and Goods a dispute arises, such agreement shall be bifurcated,

however, if upon bifurcation conflicts remain, the Terms and Conditions for Goods shall prevail unless otherwise addressed in a purchase order.

1.2 Definitions. In addition to terms specifically defined and identified herein, the following terms will be controlled by the meanings set forth in this section (1.2).

- a) **“Subcontract”** means a contract or contractual action entered into by a prime contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract. This definition is subject to the most current version and definition as set forth by FAR 3.502, FAR 3.10, FAR 15.4, and FAR Part 12.
- b) **“Subcontractor”** means the following: 1) any person or entity of any sort, other than the prime contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract; and 2) includes any person or entity of any sort who offers to furnish or furnishes general supplies to the prime contractor or a higher-tier subcontractor. This definition is subject to the most current version and definition as set forth by FAR 3.502, FAR 3.10, FAR 15.4, and Far Part 12.
- c) **“Flow Down”** shall be described as transferring and translation of requirements from a prime contract into a subcontract in support of a prime contract from the U.S. Federal Government. As used herein, it shall mean but not be limited to any requirement of a prime contract being performed by L’Anse Manufacturing, Inc. or any of its subcontractors. Suppliers will be responsible for knowledge and compliance of the germane requirements as they are flowed down to the purchase order from L’Anse Manufacturing, Inc.
- d) **“DCMA”** means Defense Contract Management Agency (DCMA) and is an agency of the U.S. Federal Government reporting to the Under Secretary of Defense for Acquisition and Sustainment. It is responsible for performing contract administration services for the Department of Defense and other authorized federal agencies.
- e) **“DPAS”** means the Defense Priorities and Allocations System (DPAS) and is used to prioritize national defense related contracts/orders throughout the U.S. supply chain in order to support military, energy, homeland security, emergency preparedness, and critical infrastructure requirements as set forth by (15 CFR Part 700).

2.0 Price and Manner of Acceptance

2.1 Price. The price shall not exceed price appearing on the purchase order. If price is not included on the purchase order, the price shall be no higher than that last quoted by the Supplier.

2.2 **Extra Charges.** No additional charges of any kind including charges for boxing, packing, loading, bracing, surcharges, etc. will be allowed unless agreed to in writing by L'Anse Manufacturing, Inc.

2.3 **Acceptance.** Acceptance by the Supplier is deemed acknowledged by the submission of a purchase order confirmation by Supplier, or either email, text, or other similar electronic medium as well as performance of work by Supplier.

3.0 Product Specification and Quality

3.1 **Conformity with Standards.** Supplier is to be bound by the requirements outlined in the **L'Anse Manufacturing Supplier Quality Manual**, which is receipt and review acknowledged.

3.2 **QA Procedures.** Supplier agrees to maintain a quality inspection procedure agreeable to L'Anse Manufacturing, Inc. and its customers, covering the Goods sold under this purchase order. Documentation of all quality inspection performed by Supplier shall be kept complete and made available to L'Anse Manufacturing, Inc. and its customers during the performance of the purchase order or longer periods as specified by L'Anse Manufacturing, Inc. and its customers.

3.3 **Flow Down.** If this purchase order is the result of a U.S. Federal Government prime contract or Subcontract, Supplier must conform and perform pursuant to all Flow Down requirements of the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation which apply as of the date of the purchase order. FAR/DFAR clauses are listed on the purchase order and are part of the Flow Down process. Supplier understands and accepts the responsibility to ensure compliance.

3.4 **Aerospace.** All Aerospace Suppliers agree to be bound by the terms and conditions specified in L'Anse Manufacturing, Inc.'s **AS9100 Supplier Terms & Conditions Agreement** as well as any amendments to AS9100 requirements in place as of the date of the purchase order. Supplier further warrants that product will be produced and completed in an ethical manner.

3.5 **Inspection.** All Goods under this purchase order will be subject to quality inspection audit at all times and places by L'Anse Manufacturing, Inc., our customers, or U.S. Federal Government representatives if this purchase order is part of a U.S. Federal Government contract or Subcontract.

3.6 **DCMA Inspections.** If this purchase order is the result of a U.S. Federal Government contract or Subcontract, this purchase order may require on-site inspection of Goods by the Defense Contract Management Agency and requires open

access to all supply facilities. Enhanced support for government contracts may include project plans.

3.7 Warranty. Supplier expressly warrants that all Goods supplied by this purchase order shall conform to the specifications, drawings, or other descriptions upon which this purchase order is based, shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. This warranty shall run to L'Anse Manufacturing, Inc., its successors, assigns, and customers and the user of its products and shall survive termination or cancellation of this purchase order. Supplier agrees to replace or correct defects (including labor and transportation), in any Goods not conforming to the foregoing warranty promptly and without expense to the L'Anse Manufacturing, Inc. when notified of such non-conformity by L'Anse Manufacturing, Inc. If the Supplier fails to promptly correct defects or replace non-conforming goods, L'Anse Manufacturing, Inc., after notifying the Supplier, may make such corrections or replace such goods and charge Supplier for costs incurred by L'Anse Manufacturing, Inc. in doing so.

4.0 Delivery and Shipping

4.1 Risk of Loss. All risk of loss, including but not limited to physical damage or cloud of title, to the goods shipped under a purchase order shall pass to L'Anse Manufacturing, Inc. upon delivery to L'Anse Manufacturing, Inc.'s location.

4.2 Shipping. If L'Anse Manufacturing, Inc. designates a specific shipper on the purchase order, the Supplier agrees to use such shipper. In the event Supplier ships with a different shipper, Supplier will be responsible for any increase in shipping costs, unloading costs, or costs of any sort occasioned by using a different shipper borne by L'Anse Manufacturing, Inc., along with any additional costs incurred as a result of failing to use designated shipper.

4.3 Delivery. Unless otherwise agreed in writing, Supplier shall not make material commitments or production arrangements in excess of the amount, or in advance of the time, necessary to meet L'Anse Manufacturing, Inc.'s delivery schedule. To do so would be at Supplier's own risk. It is Supplier's responsibility to comply with this schedule, but not to anticipate L'Anse Manufacturing, Inc.'s requirements. Any deviation that results in changes to original due dates must be agreed to in writing by authorized persons of each party. Goods shipped to L'Anse Manufacturing, Inc. in advance of schedule may be returned at Supplier's expense.

4.4 DPAS Ratings. Supplier understands and agrees to abide by and understand DPAS ratings as found and described in (15 CFR Part 700), this may be a Flow Down requirement.

4.5 Export Law. Technical data, as defined in 22CFR 120.10 and the Export Administration Regulations, which may be acquired or generated under this purchase order, may be subject to either the International Traffic in Arms Regulations (ITAR) or Export Administration Regulations (EAR) and may require authorization from the Department of State, Directorate of Defense Trade Controls (DDTC), or Department of Commerce, Bureau of Industry and Security (BIS), or other applicable authority, before it may be released or disclosed to a foreign person. Supplier shall comply with all applicable laws and regulations regarding export controlled items, including but not limited to, the requirement for Suppliers to register with the Department of State in accordance with the ITAR. Supplier accepts responsibility for its obligations regarding applicable export law.

5.0 Performance and Termination

5.1 Termination. L'Anse Manufacturing, Inc. reserves the right to cancel this purchase order in whole or in part for the following reasons:

- a) A stop work order is issued on applicable U.S Federal Government contract.
- b) Goods purchased under the purchase order are not as specified, or are not delivered when and as specified.
- c) The Supplier ceases to conduct its operations in the normal course of business including, but not limited to, inability to meet its obligations as they mature, or if any proceeding under the Bankruptcy Act is brought by or against the Supplier, or a receiver for Supplier is appointed or applied for, or assignment for the benefit of creditors is made by Supplier. L'Anse Manufacturing, Inc. may cancel this purchase order at any time upon written notice and payment of reasonable cancellation charges, which will include a profit only on the work performed to date of receipt of notice of cancellation.
- d) For a breach of this agreement or any other agreements between the Parties and including specifically failure to comply with any Flow Down requirements or any failure to comply with any laws, and/or regulations of the U.S. Federal or state government including those requirements set forth in the prime contract, if the Subcontract or purchase order relates back to a U.S. Federal Government prime contract.

6.0 Additional Provisions

6.1 Governing Law: This agreement shall be governed and construed in accordance with the laws of the State of Michigan.

6.2 Patent Infringement. Supplier warrants that it will defend at its expense the allegations of any suit against L'Anse Manufacturing, Inc. or its customers respecting infringement

of any U.S. or other Letters Patent, or violation of any copyright, trademark, or other intellectual property right, covering all or part of the Goods furnished under this purchase order, their manufacture and/or their use, or Supplier shall procure for L'Anse Manufacturing Inc.'s, customers the right to continue to use such Goods, or replace them with substantially equivalent non-infringing or non-violating Goods.

6.3 Indemnity. Supplier shall defend and indemnify L'Anse Manufacturing, Inc. against all damages, liabilities, claims, losses, expenses (including attorney's fees) arising out of, or resulting in any way, except for L'Anse Manufacturing, Inc.'s negligence, from any defect in the Goods delivered under this purchase order or from any act or omission of Supplier, its agents, employees, or Subcontractors. This indemnity obligation of Supplier shall survive the expiration, termination, or cancellation of this purchase order.

6.4 Disclosure. Any knowledge or information which Supplier shall have disclosed or may hereafter disclose to L'Anse Manufacturing, Inc. in connection with a request for a quotation or the purchase of Goods covered by this purchase order shall not, unless previously and specifically agreed upon in writing by the L'Anse Manufacturing, Inc. be deemed to be confidential or proprietary information and shall be acquired free from any restrictions, other than a claim for patent infringement as part of the consideration for this purchase order.

6.5 Non-Waiver. The failure of L'Anse Manufacturing, Inc. to enforce at any time or for any period of time any of the provisions within shall not be construed to be a waiver of such provisions nor of the right of L'Anse Manufacturing, Inc. thereafter to enforce each and every such provision.

6.6 Subcontracting. The Supplier shall not Subcontract or delegate performance of all or any substantial part of the work called for under the purchase order without the written consent of L'Anse Manufacturing, Inc.

6.7 Non-Discrimination. Supplier will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin, handicap, status as a disabled or Vietnam era veteran, or any other protected class. Executive Order 11246, the Rehabilitation Act of 1973, and the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, contain required contract clauses relative to equal employment opportunity, which are hereby incorporated by reference. By way of such Federal laws, Supplier is notified they may be subject to the provisions thereof with respect to affirmative action programs.

6.8 FLSA Compliance. Upon acceptance of the purchase order, Supplier warrants that all applicable provisions of the Fair Labor Standards Act as amended to date and all other applicable state and federal laws are fully complied with in the production and sale of Goods on this purchase order.

6.9 Headings. The titles and headings of the Sections in this Terms and Conditions for Suppliers of Goods are for convenience of L'Anse Manufacturing, Inc. only and shall not affect the construction of any provision of these Terms and Conditions for Suppliers of Goods.