

HILLER MEASUREMENTS, INC.

General Purchase Order Terms and Conditions

1. Acceptance

This Purchase Order is for the purchase of goods, services, or both as described on the face of this document, (**collectively, “Goods”**) and is issued by a member of Hiller Measurements, having an address identified on the face of this document (**“Hiller Measurements”**). A **“Purchase Order”** is an order issued by Hiller Measurements for the purchase of Goods, together with the specifications, drawings, terms and conditions, or other documents referred to, attached to, or incorporated by reference on the face of a Purchase Order. Any deviations in the Purchase Order transmission system will be on an exception basis approved by Hiller Measurements. Hiller Measurements and Supplier agree to be bound to the terms of this Purchase Order for the sale and purchase of Goods. Supplier will acknowledge Purchase Orders and Purchase Order changes via email within ten (10) business days following issue of the Purchase Order or Purchase Order changes. A Purchase Order is deemed accepted upon (a) date Supplier acknowledges via email, (b) the date the Supplier returns the acknowledgment copy of a Purchase Order to Hiller Measurements, or (c) ten (10) business days after issue of the Purchase Order or Purchase Order changes, whichever is earliest. A Supplier's acceptance of Purchase Orders or Purchase Order changes via email states that they are not subject to suspension or debarment by any U.S. Government agency. If the Purchase Order states it is a DPAS rated order, Supplier agrees to the delivery terms stated in the Purchase Order. Hiller Measurements rejects any additional or inconsistent terms and conditions offered by Supplier at any time. Any reference to Supplier's quotation, bid, or proposal does not imply acceptance of any term, condition, or instruction contained in that document. No course of prior dealing or usage of the trade may modify, supplement, or explain any terms used in this Purchase Order.

2. Price

Supplier will furnish the Goods at the prices stated on the face of this Purchase Order. If prices are not stated on the face of the Purchase Order, Supplier will offer its lowest prices, subject to written acceptance by Hiller Measurements. Unless otherwise provided in this Purchase Order, the prices include all packaging; applicable taxes and other government charges including, but not limited to, all sales, use, or excise taxes; and all customs duties, fees, or charges. To the extent that value added tax (or any equivalent tax) is properly chargeable on the supply to Hiller Measurements of any Goods, Hiller Measurements will pay the tax as an addition to payments otherwise due Supplier under this Purchase Order, if Supplier provides to Hiller Measurements a value-added tax (or equivalent tax) invoice. To the extent Hiller Measurements has not received from Supplier all applicable forms regarding compliance with applicable tax law, Hiller Measurements reserves the right to deduct from any payment to Supplier, pursuant to this Purchase Order, those amounts that Hiller Measurements, in its sole discretion, deems required to be withheld in order to comply with the tax laws of any applicable jurisdiction.

3. Price: Most Favored Customer and Meet or Release

Supplier warrants that the prices charged for the Goods delivered are the lowest prices charged by Supplier to any of its external customers or any Hiller Measurements site, affiliate or subsidiary for similar Goods. If Supplier charges a lower price for similar Goods, Supplier must give Notice to Hiller Measurements and apply that price to all Goods ordered under this Purchase Order by immediately paying Hiller Measurements the price difference and applying the lower price to all future line items under this Purchase Order.

4. Forecast

Hiller Measurements will, from time-to-time, release demand forecasts to Supplier. Forecasts are estimates and do not create or imply any obligation on Hiller Measurements. Supplier understands forecasts will fluctuate depending on end-use demand and will manage its build schedule to accommodate fluctuations in the forecasts.

5. Delivery, Shipment and Packaging

5.1. Supplier will deliver Goods to the ship-to location and in the quantities and on the date(s) specified on the Purchase Order or Purchase Order schedule releases. If delivery dates are not stated, Supplier will offer its best delivery date(s), which will be subject to acceptance by Hiller Measurements. Unless otherwise directed, all Goods shipped in one day from and to a single location must be consolidated on one bill of lading or air waybill, as appropriate.

5.2. If the delivery schedule is endangered for any reason other than Hiller Measurements fault, Supplier will, at its expense, deliver Goods by the most expeditious shipping method. Hiller Measurements reserves the right to reject, at no expense to Hiller Measurements, all or any part of any delivery that varies from the quantity authorized by Hiller Measurements for shipment. Supplier will not make any substitutions without Hiller Measurements prior written approval. All Goods will be packaged according to Hiller Measurements instructions or, if none, according to good commercial practice in a manner sufficient to ensure receipt in an undamaged condition. Hiller Measurements will not be liable for any discharge, spill or other environmental incident (including clean-up costs) involving any Goods shipped until received by Hiller Measurements. All containers will be properly marked for identification as instructed on the Purchase Order and contain a packing slip that details, at a minimum: (i) the Purchase Order number(s), (ii) line item number(s), (iii) product part number, (iv) detailed product description, (v) total number of boxes in shipment, (vi) quantity of product shipped, and (vii) final delivery address. Goods shipped in advance of Hiller Measurements delivery schedule or varying from the quantity authorized by Hiller Measurements for shipment may be returned at Supplier's expense. For domestic shipments, if requested by Hiller Measurements, and for all international shipments, Supplier will give written notice of shipment to Hiller Measurements when the Goods are delivered to a carrier for transportation. The Purchase Order number(s) and line item number(s) must appear on all correspondence, shipping labels, and shipping documents, including all packing sheets, bills of lading and air waybills.

5.3. All Goods, unless specifically exempted by the destination country's governing authorities, must be marked with the country of origin (manufacture) of the Goods in a conspicuous place as legibly, indelibly, and permanently as the nature of the article or container permits.

5.4. Supplier will provide Hiller Measurements with (a) the Harmonized Tariff Schedule number, country of origin information or certificates, manufacturer's affidavits, applicable free trade agreement (**“FTA”**) certificates, and any other documents or information Hiller Measurements may require to comply with international trade regulations or to lawfully minimize duties, taxes, and fees, and (b) FTA certificates for all Goods that qualify under one or more FTAs. Supplier will provide Hiller Measurements all documents, records, and other supporting information necessary to substantiate the Goods' qualification under a FTA. Supplier will exert reasonable efforts to qualify the Goods under FTAs.

5.5. Within one business day after Supplier delivers the Goods to the carrier, Supplier will send Hiller Measurements a complete set of shipping documents including the commercial invoice, packing list, and air waybill, or three original parts of the combined through-bill of lading, clean without notation, necessary to release the Goods to Hiller Measurements custody.

6. Shipping Terms, Title Transfer and Risk of Loss

6.1. For Goods transported domestically (from Supplier's location in the U.S. to Hiller Measurements location in the U.S.), Supplier will deliver the Goods **“DAP – Hiller Measurements designated location”** (Incoterms 2010) to a Hiller Measurements preferred carrier and shipped Freight Collect utilizing Hiller Measurements shipping program. Goods not shipped utilizing Hiller Measurements shipping program will be charged back to the

Supplier. Goods shipped expedited without authorization and/or expedited because Supplier is late will be paid for by the Supplier or billed back to the Supplier. Title to Goods passes to Hiller Measurements upon receipt at Hiller Measurements designated location.

6.2. For Goods transported internationally (from or to locations outside of the U.S.) Supplier will deliver the Goods "FCA - Supplier's location" (Incoterms 2010) to a Hiller Measurements preferred carrier and shipped Freight Collect utilizing Hiller Measurements x-Carrier System. Freight for Goods not shipped utilizing Hiller Measurements x-Carrier System will be charged back to the Supplier. Goods shipped expedited without authorization and/or expedited because Supplier is late will be paid for by the Supplier or billed back to the Supplier. Title to Goods passes to Hiller Measurements upon shipment to Hiller.

6.3. Notwithstanding the above, if Supplier delivers Goods that (a) vary from the quantity authorized by Hiller Measurements for shipment, or (b) are Nonconforming Goods, as defined in the Warranty article, then Supplier will reimburse Hiller Measurements for freight cost, including applicable freight cost to return the Goods or Nonconforming Goods.

7. Inspection

7.1. All Goods may be inspected and tested by Hiller Measurements, its customers, higher-tier contractors, and end users at all reasonable times and places. If an inspection or a testing is made on Supplier's premises, Supplier will provide, without additional charge, all reasonable facilities and assistance required for the inspection and tests. In its standard inspection and testing of the Goods, Supplier will use an inspection system accepted by Hiller Measurements in writing. All inspection and testing records, including sub-tier supplier records relating to the Goods, will be maintained by Supplier and made available to Hiller Measurements in accordance with this Purchase Order, but at a minimum will be made available during the performance of any applicable Purchase Order, and for such longer periods as may be specified by Hiller Measurements.

7.2. Final inspection and acceptance by Hiller Measurements will be at the ship-to location specified on the Purchase Order unless otherwise specified in a Purchase Order. Hiller Measurements may inspect all or a sample of Goods, at Hiller Measurements option, and may reject all or any portion of the Goods or lot of Goods if Hiller Measurements determines them to be defective or nonconforming. If Hiller Measurements performs any inspection (other than the standard inspection) after discovering defective or nonconforming Goods, any additional costs will be paid by Supplier. No inspection, tests, approval, design approval, or acceptance of the Goods relieves Supplier from responsibility for warranty or any latent or patent defects, fraud, or negligence. If the Goods are defective or otherwise do not conform to the requirements of this Purchase Order, in addition to any other rights or remedies under this Purchase Order, at law or in equity, Hiller Measurements may, by providing Notice to Supplier: (a) rescind any applicable Purchase Order as to the Goods; (b) accept the Goods at an equitable reduction in price; or (c) reject or revoke the Goods and require the delivery of replacements. Delivery of replacements will be accompanied by a Notice specifying that such Goods are replacements.

8. Invoicing and Payment

After each shipment made or service provided, Supplier will submit an invoice listing a description of the Goods provided and, as applicable, part numbers, quantity, unit of measure, hours and the unit and total prices. All applicable taxes and other government charges including, but not limited to, sales, use, or excise taxes, value added tax, customs duties, or fees must be separately itemized and identified on the invoice. If authorized by the Purchase Order, any incidental charges such as royalties, selling commissions, nonrecurring engineering or other incidental charges must be separately itemized and identified on the invoice. The invoice must also include the following information, as applicable, in English, or in the destination country's official language if required: (a) name and address of Supplier and the Hiller Measurements entity purchasing the Goods; (b) name of shipper (if different from Supplier); (c) Purchase Order number(s); (d) line item number(s); (e) country of export; (f) detailed description of the Goods; (g) Harmonized Tariff Schedule number; (h) country of origin (manufacture) of the Goods, or if multiple countries of origin, the country of origin of each part shipped; (i) weights of the Goods shipped; (j) currency in which the sale was made; (k) payment terms; (l) shipment terms used; and (m) all rebates or discounts. The invoice will be accompanied (if applicable) by a signed bill of lading or express receipt evidencing shipment. Payment of an invoice does not constitute acceptance of the Goods and is subject to appropriate adjustment should Supplier fail to meet the requirements of the Purchase Order. Payment terms are net 30 days from receipt of invoice and receipt of conforming Goods at Hiller Measurements designated location. Payment will be scheduled for the first payment cycle following the net terms for the Purchase Order.

9. Warranty

9.1. Supplier covenants and warrants to Hiller Measurements, its successors, assigns, customers, and end users that for a period of 12 months after delivery of a Good to Hiller Measurements end use customer or the date on which any longer or broader government requirement covering the Goods ends ("**Warranty Period**") all Goods (including all replacement or corrected Goods that Supplier furnishes under this Warranty article) will: (a) be free from defects in material, workmanship, and design, even if the design has been approved by Hiller Measurements, (b) conform to applicable drawings, designs, quality control plans, specifications and samples and other descriptions furnished or specified by Hiller Measurements, (c) not be a Contaminated Good as defined in the Unauthorized Parts article; (d) comply with all laws, (e) be free and clear of any and all liens, restrictions, reservations, security interests, or encumbrances, and (f) not infringe any patent, published patent application, or other intellectual property rights of any third party, and (g) not utilize misappropriated third party trade secret information (**collectively, the "Warranty"**). Goods that do not meet the above Warranty are collectively called "Nonconforming Goods". Services will be performed in accordance with the highest standards in the industry.

9.2. The Warranty will survive delivery, inspection, acceptance, and payment by Hiller Measurements and the Parties agree that claims for breach of warranty, and any applicable statute of limitations, will only begin to accrue and run from the date of shipment of the Goods by Supplier. Hiller Measurements may, at its election and in addition to any other rights or remedies under this Purchase Order, at law or in equity, have the Nonconforming Goods repaired, replaced, or corrected at Supplier's expense. The warranties and rights provided are cumulative and in addition to any warranty provided under the Purchase Order, at law or in equity.

10. General Indemnification

Supplier will, at its expense, defend and indemnify Hiller Measurements and its subsidiaries, affiliates, and agents, and their respective officers, directors, shareholders, and employees, and Hiller Measurements customers (**collectively "Indemnitee"**) from and against any and all loss, cost, expense, damage, claim, demand, or liability, including reasonable attorney and professional fees and costs and the cost of settlement, compromise, judgment, or verdict incurred by or demanded of an Indemnitee arising out of, resulting from or occurring in connection with Supplier's negligence, willful misconduct, or breach of the terms of this Purchase Order (including, without limitation, a willful refusal to perform obligations under this Purchase Order that remains uncured for thirty days after date of Notice). In no event will Supplier enter into any settlement without Hiller Measurements prior written consent, which will not be unreasonably withheld. Supplier's indemnification of Hiller Measurements includes inter-party claims.

11. Intellectual Property Indemnification

For Goods provided under this Purchase Order, Supplier will, at its expense, defend and indemnify Indemnitee from and against any and all loss, cost, expense, damage, claim, demand, or liability, including reasonable attorney and professional fees and costs, and the cost of settlement, compromise, judgment, or verdict incurred by or demanded from Indemnitee arising out of, resulting from, or occurring in connection with any alleged: (a) patent, copyright, or trademark infringement; (b) unlawful disclosure, use, or misappropriation of a trade secret; or (c) violation of any other third-party intellectual property right, and from expenses incurred by Indemnitee in defense of such suit, claim, or proceeding if Supplier does

not undertake the defense thereof. Supplier will have the right to conduct the defense of any such claim or action and, consistent with Indemnitee's rights hereunder, all negotiations for its settlement. Supplier will not enter into any settlement without Hiller Measurements prior written consent, which will not be unreasonably withheld. Indemnitee may participate in a defense or negotiations to protect its interests. If any injunction or restraining order is issued, Supplier will, at its expense, obtain for Indemnitee either the right to continue using and selling the Goods or replace or modify the Goods to make them non-infringing without any loss of functionality. Supplier will also indemnify Hiller Measurements customers and agents for such infringement if and to the extent that Hiller Measurements has agreed to so indemnify them, but to no greater extent than Supplier has indemnified Hiller Measurements herein and under the same conditions as set forth herein. Supplier's indemnification of Hiller Measurements includes inter-party claims.

12. Excusable Delay (Force Majeure)

12.1. Neither Party will be in default for any delay or failure to perform due to causes beyond its control and without its fault or negligence, but any delay or failure to perform caused by the default of a sub-tier supplier of Supplier will be excused only if (a) it is beyond the control of both Supplier and its sub-tier supplier(s) and without the fault or negligence of any of them, (b) the Goods to be furnished cannot be obtained from other sources in sufficient time to permit Supplier to meet the delivery schedule, and (c) Supplier provided Hiller Measurements with immediate Notice as soon as it was made aware of the potential excusable delay or should have known about the potential excusable delay.

12.2. Notwithstanding the above, Supplier is responsible for ensuring the supply of Goods to Hiller Measurements resumes as soon as practicable. Supplier's ability to sell Goods at a more advantageous price, Supplier's inability or economic hardship in buying materials or processing necessary for manufacture of the Goods, or labor disputes will not constitute an excusable delay event. Institution by or against Hiller Measurements customer of insolvency, receivership, reorganization or bankruptcy proceedings is an excusable delay for Hiller Measurements and Hiller Measurements may, without liability, cancel this Purchase Order.

The Party affected by an excusable delay will promptly provide Notice to the other, providing a written full detailed explanation and expected duration of the excusable delay, and will use its best efforts to remedy the delay if it can be remedied. If Supplier's delivery is delayed, Hiller Measurements may, at Hiller Measurements sole option, cancel deliveries scheduled during the excusable delay period or elect to extend the period of performance to cover the period of delay caused by the excusable delay. If an excusable delay occurs that affects delivery of Goods to Hiller Measurements, Supplier will allocate its available supply of Goods in a manner that assures Hiller Measurements of at least the same proportion of Supplier's total output as was allocated to Hiller Measurements before the excusable delay event. If delivery of any Goods is delayed for more than 30 days, Hiller Measurements may, without liability, cancel all or any part of this Purchase Order. If delivery of any Goods is delayed for more than 180 days as a result of an excusable delay event, Hiller Measurements may, without liability, terminate all or any part of this Purchase Order.

13. Notice of Delay

When anything delays or threatens to delay the timely performance of this Purchase Order, Supplier must immediately provide Notice to Hiller Measurements in writing of all relevant information with respect to such delay, including but not limited to the reasons for the potential delay and Supplier's short-term and long-term mitigation actions to avoid any supply disruption. In the event there is a shortage of Goods for any reason, Supplier will grant Hiller Measurements first priority for manufacturing of the Goods, shipments and any available Goods. Supplier is responsible for all costs incurred by Hiller Measurements as a result of Supplier's delayed or missed delivery.

14. Cessation of Production and Supply Continuity

14.1. If production of any Goods is to be discontinued or suspended at any time, and for any reason, within two years after final delivery of any Goods under this Purchase Order, Supplier must give Hiller Measurements prior Notice of the discontinuance or suspension ("**Cessation Notification**") in a commercially reasonable time, but in no event less than twenty-four months prior to the discontinuance ("**Cessation Notice Period**"). Notwithstanding this article, Supplier is responsible for all contractual obligations under this Purchase Order to ensure the supply of Goods to Hiller Measurements is uninterrupted.

14.2. During the Cessation Notice Period, notwithstanding any capacity constraints identified in the Purchase Order, Supplier must accept all additional orders from Hiller Measurements under the terms of this Purchase Order (**the "Additional Orders"**). For all Additional Orders, pricing for the Goods will not exceed the lowest price paid by Hiller Measurements within the one (1) year period immediately preceding the date that Supplier provided notice of discontinuance or suspension. Delivery will be as specified by Hiller Measurements delivery schedule.

14.3. Supplier will continue to operate the facility or facilities where the Goods are produced with a sufficient level of personnel necessary to supply the Goods to Hiller Measurements. During the Cessation Notice Period and thereafter until the supply of the Goods is complete, Supplier will permit Hiller Measurements, its designees, subcontractors and personnel access into facility or facilities to ensure proper performance, manufacturing and quality control measures are in place. Supplier will provide Hiller Measurements the names of all sub-tier suppliers that have provided or produced goods, materials or services to Supplier for the production of the Goods, together with a list of the goods, materials or services purchased and copies of the supply and purchasing agreements for those goods, materials and services.

14.4. Supplier will immediately assist and cooperate with Hiller Measurements to transition the sourcing, procurement, manufacturing and production of Goods being discontinued or suspended to an alternate source of supply specified by Hiller Measurements. As part of this assistance, Supplier will permit Hiller Measurements access to all aspects of Supplier's production of the discontinued or suspended Goods including, without limitation, manufacturing and design documentation, repair routings, tooling, information commonly referred to as the "Hidden Factory," manufacturing coupons ("witness samples"), sub-tier supplier information, the facilities and anything else related to the transition of Goods.

14.5. Supplier is responsible for managing obsolescence. This obsolescence management responsibility includes an ongoing review and identification of actual and potential obsolescence issues, including but not limited to obsolescence of components, assemblies, sub-assemblies, piece parts, and material (hereafter referred to for purposes of this section only as "parts and/or material"). The Supplier is responsible for all costs, expenses, penalties and damages associated with obtaining a replacement if and when any parts and/or material become obsolete, including but not limited to: investigating part availability, interchangeability and substitutability; locating part replacements; vendor interface; engineering efforts; testing requirements; internal drawing changes; transition to an alternative source of supply; redesign; recertification; requalification, including derivatives of Goods; interim solutions; customer charges; labor costs, including engineering costs, travel and lodging; transition to an alternative source of supply; and corrective action (e.g., additional inspection or quality-control systems).

14.6. Supplier is required to have a process to continuously monitor component-manufacturer Product Change Notices (**PCNs**) for component parts procured for Goods. Supplier will capture manufacturer's published component part obsolescence and significant design revision announcements and will forward them to Hiller Measurements within one week of Supplier's receipt. Supplier will also forward to Hiller Measurements all applicable component part discontinuance or lifetime buy Notices issued or received by Supplier related to the Goods.

14.7. Notwithstanding any capacity constraints, if Supplier knows of any event, including excusable delay events or the temporary suspension of production of Goods, which may cause a disruption to the supply of Goods:

14.7.1. Supplier must immediately notify Hiller Measurements in writing, explaining in detail the full particulars and expected potential duration of any delay.

14.7.2. Additionally, before the event occurs, Supplier will use good faith efforts to manufacture and produce Goods ahead of schedule so there is a reasonable quantity of buffer stock available to cover the duration of the disruptive event, provided, however, that during any year where a labor union collective bargaining negotiation is expected to take place Supplier will build ahead, and hold, a 6 month buffer stock at least one month prior to the planned start of the negotiations, with such buffer stock being at no additional cost or liability to Hiller Measurements.

15. Confidentiality and Intellectual Property

15.1. All information, with the exception of background Intellectual Property, including without limitation specifications, samples, drawings, data, documents, computer software, materials, know-how, designs, inventions, processes, and other technical, business, or financial information, that: (a) has been or will be supplied to Supplier by or on behalf of Hiller Measurements, whether transmitted in writing, orally, or otherwise; (b) Supplier designs, develops, or creates in connection with this Purchase Order (as to individual items or a combination of components or both, whether or not completed); (c) Supplier designs, develops, or creates to meet Hiller Measurements-furnished technical requirements (as to individual items or a combination of components or both, whether or not completed); or (d) is a derivative of (a), (b), or (c) that Supplier designs, develops or creates are deemed to be “**Confidential Information**” of Hiller Measurements.

15.2. All Confidential Information, except for background Intellectual Property, is deemed to be a “work made for hire” under U.S. Copyright Law and made in the course of services rendered, and Hiller Measurements will be deemed the author of such works. If any such work is determined not to be a work made for hire, this article will operate as an irrevocable assignment by the author and the Supplier of all right, title and interest throughout the world in the copyright in the work, including the right to make derivatives thereof and revisions thereto. All rights to Confidential Information belong exclusively to Hiller Measurements, with Hiller Measurements having the sole right to obtain, hold and renew, in its own name or for its own benefit, patents, copyrights, registrations or other appropriate protection. To the extent that exclusive title and ownership rights in Confidential Information may not originally vest in Hiller Measurements, Supplier irrevocably assigns, transfers, and conveys to Hiller Measurements all right, title and interest therein. Except to the extent specifically provided in this Purchase Order, Supplier will have no rights in any Confidential Information.

15.3. Hiller Measurements Confidential Information will remain the property of Hiller Measurements. It may not be used by Supplier for any purpose other than for performing this Purchase Order, may not be disclosed to any third party, and will be returned to Hiller Measurements upon the earlier of Hiller Measurements written request or completion of the Purchase Order. If, with Hiller Measurements prior written approval, Supplier furnishes Confidential Information to a sub-tier supplier, Supplier will bind the sub-tier supplier to requirements substantially identical to this Confidentiality and Intellectual Property article and Supplier will remain responsible to Hiller Measurements for any breach of this Confidentiality and Intellectual Property article by its sub-tier suppliers. No disclosure, description, or other communication of any sort will be made by Supplier to any third person of the fact of Hiller Measurements purchase of Goods under this Purchase Order, the terms of this Purchase Order, the substance of any discussions or negotiations concerning this Purchase Order, or either Party’s performance under this Purchase Order.

15.4. Without the prior written approval of Hiller Measurements, Supplier will not use (or assist others in using) Confidential Information or Hiller Measurements Property (as defined in the Hiller Measurements-Supplied Materials, Tooling, Equipment and Technical Data article) to: (a) design, manufacture or sell any Good, component or part that is similar to, identical to, interchangeable with, or a substitute for any Good, component or part, or detail of any Good, component or part, designed, manufactured and/or sold by Hiller Measurements (**hereinafter “Hiller Measurements Part”**) to anyone other than Hiller Measurements; (b) provide services in relation to a Hiller Measurements Part; (c) create a repair for a Hiller Measurements Part; or (d) obtain governmental approval to manufacture or repair any Hiller Measurements Part, including Parts Manufacturing Approval (PMA) from the Federal Aviation Administration (FAA) pursuant to 14 CFR Part 21, Subpart K of the Code of Federal Regulations and approval from a Designated Engineering Representative (DER) or Organization Designation Authorization (ODA) under 14 CFR Part 183 of the Code of Federal Regulations to repair or alter a Hiller Measurements Part. If Hiller Measurements has reason to believe that Supplier has engaged in any of the activities set forth in the preceding sentence, Supplier will, upon written request from Hiller Measurements, promptly provide to Hiller Measurements documentation and information sufficient to establish Supplier’s compliance with this article. If Supplier has sought government approval to manufacture or repair a Hiller Measurements Part, such documentation will include all documentation submitted in the application(s) for governmental approval. With regard to any documentation and information provided by Supplier to Hiller Measurements pursuant to this article that is not otherwise publicly available or owned or licensed by Hiller Measurements, Hiller Measurements may use such documentation and information only for purposes of determining Supplier’s compliance with this article.

15.5. Supplier must obtain Hiller Measurements written permission before selling any Goods or products designed, developed or created using Confidential Information to any third-party purporting to purchase such products under authority of Hiller Measurements.

15.6. “**Personal Data**” means any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity. Supplier will: (a) treat Personal Data of all Hiller Measurements personnel and prospective Hiller Measurements personnel as Confidential Information; (b) take appropriate technical and organizational security measures as are required by Hiller Measurements to protect Personal Data; (c) use and permit employees and third parties to use Personal Data pursuant to Hiller Measurements instructions only for purposes directly related to the performance of obligations under this Purchase Order; (d) refrain from transferring Personal Data out of the European Union unless Hiller Measurements has given its prior consent to the transfer and Supplier has satisfied any further requirements reasonably imposed by Hiller Measurements. and (f) promptly provide Notice to Hiller Measurements about: any legally binding request for disclosure of Personal Data by a law enforcement agency (unless otherwise prohibited); any accidental or unauthorized processing of Personal Data; and any requests received from individuals to whom Personal Data relates, without responding to that request unless it has been otherwise authorized to do so by Hiller Measurements. If Supplier will process Personal Data that Hiller Measurements transfers from any of its affiliates in the European Union to any of its affiliates in the US pursuant to the U.S. - EU Safe Harbor Framework (“**Safe Harbor Personal Data**”), Supplier warrants that either (i) Supplier self-certifies to the U.S. – EU Safe Harbor Framework with respect to the processing of the Safe Harbor Personal Data and will provide Notice to Hiller Measurements immediately if its self-certification terminates for any reason, or (ii) Supplier must provide at least the same level of privacy protection as required by the U.S. – EU Safe harbor Framework.

16. Hiller Measurements-Supplied Materials, Tooling, Equipment and Technical Data

16.1. Title to any material, tooling, equipment or technical data that Hiller Measurements pays for or provides to Supplier or is responsible for providing to Supplier, including replacements (“**Hiller Measurements Property**”) will remain or vest with Hiller Measurements. Supplier will conspicuously label Hiller Measurements Property as such, maintain it in good condition, keep written records of the Hiller Measurements Property in its possession and the location of the property, not allow any liens to be placed upon it, not abandon Hiller Measurements Property, prohibit anyone other than Supplier and authorized Supplier personnel from using or taking possession of Hiller Measurements Property and not change its location without prior written approval from Hiller Measurements. Supplier is responsible for inspecting and determining that the Hiller Measurements Property is in useable and acceptable condition.

16.2. Supplier will use Hiller Measurements Property exclusively to fulfill Purchase Orders unless otherwise authorized in writing by Hiller Measurements procurement representative. Hiller Measurements Property is intended for use at the Supplier’s site only or as otherwise authorized

in writing by Hiller Measurements procurement representative and, to the extent applicable, is subject to U.S. and other government export or re-export requirements. Supplier is responsible for any loss, damage, or destruction of Hiller Measurements Property and any loss, damage or destruction of any third-party property or personal injuries resulting from Supplier's negligent use of Hiller Measurements Property. Supplier will not include the cost of any insurance for Hiller Measurements Property in the prices charged under this Purchase Order. Supplier will return Hiller Measurements Property or dispose of it at Hiller Measurements sole option as it directs in writing. Hiller Measurements makes no representations and disclaims all warranties (express or implied) with respect to Hiller Measurements Property.

17. Changes

Hiller Measurements may, by providing Notice to Supplier, direct changes in the drawings, designs, specifications, method of shipment or packing, quantity, or time or place of delivery of the Goods; reschedule the services; or require additional or diminished services. Only authorized Hiller Measurements procurement representatives may issue changes to the Purchase Order. Supplier will acknowledge Purchase Order changes via email within ten (10) business days following issue of the Purchase Order changes. All Purchase Order changes will be deemed accepted when upon (a) date Supplier acknowledges via email, or (b) the date the Supplier returns the acknowledgment copy of a Purchase Order changes to Hiller Measurements, or (c) ten (10) business days after issue of the Purchase Order changes, whichever is earliest. If any change causes an increase or decrease in the cost of, or the time required for, performing a Purchase Order, an equitable adjustment will be made in the Purchase Order price, delivery dates or both, and this Purchase Order will be modified in writing or electronically accordingly. Any claim for adjustment under this article may, at Hiller Measurements option, be deemed to be waived unless asserted by Notice (including the amount of the claim) and received by Hiller Measurements within 30 days from the date Supplier received the Hiller Measurements-directed change to a Purchase Order. If the cost of property made obsolete or excess as a result of a change is paid by Hiller Measurements, Hiller Measurements may prescribe the manner of disposition of the property. Notwithstanding any disagreement between the Parties regarding the impact of a change, Supplier will proceed diligently with its performance under this Purchase Order pending resolution of the disagreement.

18. Design, Process, Site, Source or Material Changes

18.1. Supplier will make no changes in the design, materials, manufacturing location, manufacturing equipment, production processes, changes between a manual and automated process, any other process related to the Goods in place as of the Purchase Order issuance date, without the advance written approval of Hiller Measurements procurement representative. This requirement applies whether or not the change affects costs and regardless of the type of change, including product improvements.

18.2. To request approval to change a manufacturing location or subcontracting of process required to manufacture the Goods, Supplier must provide Hiller Measurements with a plan at least 180 days prior to the proposed start date of implementing such change in the manufacturing location or subcontracting of processes required for the Goods. Any such plan is subject to Hiller Measurements written approval, may result in a reduction in the prices charged by Supplier to Hiller Measurements for Goods, and must demonstrate that Supplier has taken all necessary actions to avoid negative impacts to Hiller Measurements, including, but not limited to, maintaining additional inventory, overlapping production schedules, etc. Such price reductions will be agreed to by Supplier and Hiller Measurements prior to implementation.

18.3. The Supplier will provide Notice to Hiller Measurements of any potential changes to Goods or schedule promptly as it becomes aware of them.

18.4. Supplier will be responsible for any and all costs incurred as a result of changes implemented by Supplier including but not limited to all customer charges; all labor costs, including engineering costs, travel and lodging; all costs to transition to an alternative source of supply; redesign, recertification and/or requalification; and all corrective action costs (e.g., costs of additional inspection or quality-control systems).

18.5. Supplier will flow down this requirement in all its subcontracts and purchase orders for purchased goods or process-related services required for the Goods, whether such goods are supplied to Supplier as an end item, a component part of an end item, or an individual piece part.

19. Quality

19.1. The current minimum Hiller Measurements Basic Quality System Standard is compliance to ISO9001. Third party registration is not required but should be the goal.

19.2. In addition, Supplier will conduct reviews to ensure business systems are compliant with the most recent Hiller Measurements quality flow-down documents. Hiller Measurements site Purchase Orders or websites should be used to validate current flow-down document revisions:

19.2.1. Attain/maintain certification/compliance to ISO9001 and/or other Basic Quality System standards. Failure to attain/maintain certification may result in Quality Management System audits to assure Supplier compliance. Audit costs will be the responsibility of the Supplier if performed by Hiller Measurements site or authorized audit providers. Alternate Quality System standards which do not meet the above requirements must be approved by the Supplier Quality Manager (or designee) of the Hiller Measurements site issuing the Purchase Order.

19.2.2. Attain/maintain a process control system for continuous process improvement such as the six-sigma methodology and use of tools such as MPC, PCPX or APQP. This process control system will address waste reduction, variability reduction, statistical process control for key characteristics, control plans for key characteristics/features that exhibit control of Good or processes, error proofing and updates to or creation of First Article Inspection Report for new parts or changes to parts or processes. Selected suppliers will be required by Hiller Measurements to implement and sustain a proactive quality system to establish process-based manufacturing control and reduce process variability.

20. Unauthorized Parts

20.1. A "**Suspect Part**" is a part in which there is an indication by visual inspection, testing, or other information that it may meet the definition of a Fraudulent Part or a Counterfeit Part. A "**Fraudulent Part**" is any part knowingly misrepresented as meeting required specifications. A "**Counterfeit Part**" is a part that has been represented, identified, or marked as genuine, but has been confirmed to be a copy, imitation, or substitute that was created (a) without legal right to do so, and (b) with intent to mislead, deceive, or defraud. Suspect Parts, Fraudulent Parts, and Counterfeit Parts are referred to collectively as "**Unauthorized Parts.**"

20.2. Promptly upon Hiller Measurements discovering that Supplier has delivered to Hiller Measurements a Good that is or contains an Unauthorized Part ("**Contaminated Good**"), Hiller Measurements will impound such Contaminated Good and provide Notice to Supplier of such action.

20.3. Promptly upon Supplier discovering that Supplier has delivered to Hiller Measurements a Contaminated Good, Supplier will provide Notice to Hiller Measurements of same.

20.4. Promptly upon the occurrence of either Article 20.2 or Article 20.3 above, Supplier will, at Supplier's sole cost and expense, replace such Contaminated Good with a Good that meets Hiller Measurements specifications and is not a Contaminated Good.

20.5. Supplier will defend and indemnify Hiller Measurements from all loss, cost, expense, damage, claim, demand, or liability relating to Supplier's delivery of Contaminated Goods, including without limitation Hiller Measurements external and internal costs of removing and replacing Unauthorized Parts or Contaminated Goods, of reinserting replacement parts, and of any testing necessitated by the reinstallation of Supplier's Goods after Unauthorized Parts have been exchanged. Hiller Measurements may at its election and in addition to any other rights or remedies it may have under this Purchase Order, at law or in equity, have the Contaminated Goods repaired, replaced, or corrected at Supplier's expense, or sourced from an alternate source at Supplier's expense if Supplier does not repair, replace, or correct Contaminated Goods promptly. Supplier is responsible for all related costs, expenses, penalties and damages, including without limitation: the costs of repairing, replacing or correcting Contaminated Goods; the costs of removal, disassembly, failure analysis, fault isolation, overhaul, upgrade, reinstallation, re-inspection, and retrofit of the Contaminated Goods or of Hiller Measurements affected end-product; all freight charges; all customer charges; labor costs, including engineering costs, travel and lodging; and all corrective action costs (e.g., costs of additional inspection or quality-control systems). Unless set off by Hiller Measurements, Supplier will reimburse Hiller Measurements for all such costs upon receipt of Hiller Measurements invoice.

20.6. When requested by Hiller Measurements, Supplier will provide documentation that authenticates traceability of the applicable manufacturers utilized by Supplier to obtain all parts under this Purchase Order.

21. Audit

21.1. Supplier will retain and preserve all records and materials, including invoice records, pertaining to the Goods provided under this Purchase Order for a period of 5 years after the final delivery or termination of this Purchase Order, or for the period prescribed by applicable law, whichever period is longer. Supplier will require each of its sub-tier suppliers to do likewise with respect to their records and materials.

21.2. For a period of 5 years from the date of last delivery or for the period prescribed by applicable law, whichever period is longer, The U.S. Government will have the right in connection with this Purchase Order to conduct an audit. Supplier will provide and will cause each of its sub-tier suppliers to provide, access at all reasonable times for Hiller Measurements auditors to Supplier's and Supplier's sub-tier supplier's books and other pertinent records and any other information as requested by Hiller Measurements auditors. During the audit, if any invoice submitted by Supplier is found to be in error, an appropriate adjustment will be made to the invoice or the next succeeding or new invoice following the discovery of the error and the resulting payment or credit will be issued promptly. Supplier will promptly correct any other Supplier deficiencies discovered as a result of the audit.

21.3. Supplier will provide Hiller Measurements, at Hiller Measurements request, quarterly financial statements, along with a certificate of an Officer of Supplier responsible for the preparation of such financial statements, attesting to the accuracy and completeness of such financial statements, and verify that Supplier is in good financial condition and is not in default with respect to any obligations, including, without limitation, to its lenders and suppliers.

22. Remedies

All Hiller Measurements rights and remedies set forth in this Purchase Order are in addition to, and will in no way limit, any other rights and remedies that may be available under the Purchase Order, by law or in equity.

23. Specific Performance

Supplier hereby acknowledges and agrees that Hiller Measurements would be irreparably damaged in the event that any of the provisions of this Purchase Order were not performed in accordance with its specific terms or were otherwise breached and that such damage would significantly outweigh the attendant damage to Supplier were performance specifically enforced. Accordingly, Supplier agrees that, in addition to any other remedy to which Hiller Measurements is entitled under the Purchase Order, at law or in equity, Hiller Measurements will be entitled to a temporary, preliminary and/or permanent injunction or injunctions to prevent breaches of the provisions of this Purchase Order and to enforce specifically this Purchase Order and the terms and provisions hereof without the need to prove a lack of an adequate remedy at law; and, in either case, no bond or other security will be required in connection therewith. Supplier further acknowledges in the event it alleges a breach of the terms of the Purchase Order by Hiller Measurements, it will continue performance until such allegation is resolved.

24. Set Off and Liens

Hiller Measurements may deduct any amount owing from Supplier to Hiller Measurements as a set off against any amount owing to Supplier under this Purchase Order. Supplier hereby waives its right to file a lien against or otherwise encumber any property or assets of Hiller Measurements. Supplier will indemnify and hold Hiller Measurements harmless for any liens or claims filed by Supplier's sub-tier contractors or agents against Hiller Measurements or its assets relating to amounts owed by Supplier to its sub-tier contractor or agents.

25. Termination

25.1. Hiller Measurements may terminate this Purchase Order, in whole or in part, without liability, if Supplier commits a material breach and fails to remedy the breach within 30 days following receipt of Notice specifying the grounds for the breach. A material breach includes, but is not limited to, late delivery or delivery of Nonconforming Goods.

25.2. Hiller Measurements will have the right to terminate this Purchase Order in whole or in part upon providing Supplier with Notice if Supplier engages in any misuse or disclosure of Hiller Measurements intellectual property rights or Confidential Information that has not been expressly permitted in writing by Hiller Measurements.

25.3. A solvent Party may terminate this Purchase Order, in whole or in part, upon Notice if the other Party becomes insolvent or if any petition is filed or proceedings commenced by or against that Party relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

25.4. Notwithstanding any firm time period or quantity on the face of the Purchase Order, Hiller Measurements may terminate any Purchase Order in whole or in part at any time without cause for undelivered Goods or unperformed services upon 10 days prior Notice.

25.5. If Hiller Measurements terminates this Purchase Order under one of the foregoing sub-paragraphs in this Termination article, such termination will be without liability to Hiller Measurements except for completed Goods delivered and accepted by Hiller Measurements, payment for which can be set off against any damages to Hiller Measurements. Hiller Measurements may require Supplier to transfer title and deliver to Hiller Measurements any completed Goods and Hiller Measurements will pay the Purchase Order price for those Goods subject to set off against any damages to Hiller Measurements. Hiller Measurements may also require Supplier to transfer title and deliver to Hiller Measurements any or all property produced or procured by Supplier from sub-tier suppliers for performance of this Purchase Order being terminated and Supplier will be credited with the reasonable value thereof not to exceed Supplier's cost or the contract price, whichever is less. To the extent that any portion of a Purchase Order is not terminated under this Termination article, Supplier will continue performing that portion.

26. Applicable Law and Forum

30.1 The construction, interpretation and performance hereof and all transactions hereunder will be governed by the laws of the State of Texas, U.S.A. without regard to or application of its principles or laws regarding conflicts of laws, and excluding the United Nations Convention on the International Sale of Goods of 1980 (and any amendments or successors thereto). Supplier covenants to continue to perform obligations under

this Purchase Order during the dispute resolution process, to include the timeframe from when the dispute is first identified to the point where the dispute is ultimately resolved.

If the Supplier is a legal entity formed outside of the United States, article 30.2 applies

30.2 Except as otherwise set forth below, any dispute arising out of or relating to this Purchase Order will be finally resolved by a sole arbitrator in accordance with the Center for Public Resources (CPR) Institute for Dispute Resolution Rules for Non-Administered Arbitration then currently in effect. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration will be Phoenix, Arizona and the language of the arbitration will be English. Supplier covenants to continue to perform obligations under this Purchase Order during the dispute resolution process, to include the timeframe from when the dispute is first identified to the point where the dispute is ultimately resolved.

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 this Purchase 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.

Any dispute involving intellectual property rights will be adjudicated before a court of competent jurisdiction and this article shall not be binding on either Party with respect to such dispute in its entirety or any related dispute, including any portions of such dispute that do not concern intellectual property rights.

If the Supplier is a legal entity formed in the United States, article 30.3 applies

30.3 The federal or state courts sitting in Austin, Texas will have exclusive jurisdiction of any dispute.

27. Additional Government Terms

27.1. If this Purchase Order is funded under a United States Government prime or lower tiered subcontract and incorporates the following statement, "This is a rated order certified for national defense use, and you (supplier) are required to follow all of the provisions of the Defense Priorities and Allocations System regulation (15 CFR 700)", Supplier will accept the responsibilities associated with compliance to the specific rating or rating placeholder supplied on the face of this Purchase Order.

27.2. Customer notification requirements. Supplier must accept or reject a rated Purchase Order and transmit the acceptance or rejection in writing (hard copy), or in electronic format, within fifteen (15) working days after receipt of a DO rated Purchase Order and within ten (10) working days after receipt of a DX rated Purchase Order to the Hiller Measurements Buyer whose name appears on the Purchase Order. If the Purchase Order is rejected, Supplier must provide the reason(s) for the rejection, pursuant to paragraphs (b) and (c) of the Defense Priorities and Allocations System regulation (15 CFR 700), subpart 700.13, "Acceptance and Rejection of Rated Orders", in writing (hard copy) or by electronic format. Notwithstanding the foregoing, Supplier must accept this Purchase Order for Goods and may reject rated this Purchase Order only to the extent permitted by the Defense Priorities and Allocations System regulation (15 CFR 700).

27.3. Fair and Reasonable Pricing Where submission of certified or 'other than certified' cost or pricing data is requested by Hiller Measurements or Hiller Measurements customer during the performance of this Purchase Order for use on or in connection with any U.S. Government proposal(s), Supplier agrees to submit and, if requested, certify its cost or pricing data as required pursuant to Federal Acquisition Regulation 15.403-1(c)(3) to be current, accurate, and complete. Additionally, should Hiller Measurements customer (including, but not limited to, the U.S. Government) conclude that the negotiated price herein is not 'Fair and Reasonable' as that term is defined in Federal Acquisition Regulations, Supplier agrees to enter into good faith price negotiations with Hiller Measurements as necessary to establish a 'Fair and Reasonable' price and support the U.S. Government proposal.

27.4. If the Parties are not able to negotiate a 'Fair and Reasonable' price within 10 business days after receipt of written notice from Hiller Measurements, then Supplier's Vice President-General Manager for the business unit/segment that will perform the work required under this Purchase Order and the appropriate Hiller Measurements executive, each having the authority to bind their respective principal, will attempt to resolve the problem to their mutual satisfaction. If Supplier's Vice President-General Manager and Hiller Measurements executive do not reach agreement on 'Fair and Reasonable' price within 10 additional business days after escalation of this issue to the Vice President-General Manager and the Hiller Measurements executive level, Hiller Measurements will have the right to procure the Goods from a lower cost supplier, but, before doing so, Hiller Measurements will give Supplier a last right of refusal as follows:

27.4.1. Hiller Measurements shall issue a request for quotation ("**RFQ**") to one (or more) suppliers in a competitive bid format. Within 10 business days of receiving responses from the other supplier(s) to whom it issued the RFQ, Hiller Measurements will inform Supplier if Hiller Measurements has received a more competitive and more compliant proposal from any other supplier. Supplier shall have the opportunity to meet or beat any final offers submitted by any other supplier to whom Hiller Measurements issued the RFQ, provided that Supplier's response must be received by Hiller Measurements no more than 5 business days following Hiller Measurements notification that it has received a more competitive and compliant offer.

27.4.2. If Hiller Measurements determines, in its sole discretion, that Supplier's response is as competitive and compliant as the other supplier's, Hiller Measurements will continue to procure the Goods from Supplier in accordance with the terms of this Purchase Order. If Hiller Measurements determines, in its sole discretion, Supplier's response is not as competitive and compliant as the other supplier's, Hiller Measurements will have the right to procure the Goods from the other supplier without recourse by Supplier. Hiller Measurements determination in this matter will be final and not subject to dispute under this Purchase Order.

In the event the Supplier's cost or pricing data is determined by Hiller Measurements or its customer to require certification as current, accurate, and complete pursuant to Federal Acquisition Regulation 15.403-4, Hiller Measurements determination will be final and not subject to dispute under this Contract, and Supplier agrees to submit and certify its cost or pricing data as so required.

27.5. In addition to any other remedies provided by law or under this Purchase Order, Supplier hereby indemnifies and holds Hiller Measurements harmless to the full extent of any loss, damage, or expense, including, without limitation, any withholds under DFARS 252.242-7005, "Contractor Business Systems," incurred by Hiller Measurements that result from any government action, claim, withhold, or similar action against Hiller Measurements (i) because of a failure of Supplier or its lower-tier subcontractors to comply with any of the following applicable Business Systems clauses (DFARS 252.215-7002 "Cost Estimating System Requirements", DFARS 252.234-7002 "Earned Value Management System", DFARS 252.242-7004 "Material Management and Accounting System", DFARS 252.242-7006 "Accounting System Administration", DFARS 252.244-7001 "Contractor Purchasing System Administration", DFARS 252.245-7003 "Contractor Property Management System Administration") or (ii) because the supporting information or documentation provided by Supplier or its lower-tier subcontractors, or Supplier's or its lower-tier subcontractor's refusal to provide supporting information or documentation, contributed to a finding of a "significant deficiency" (as so defined in DFARS 252.242-7005) under any of the Business Systems clauses included in any of Hiller Measurements contracts with its customers.

28. Miscellaneous

28.1. Relationship of Parties/Independent Contractor. Nothing in this Purchase Order will be construed to place Supplier and Hiller Measurements in an agency, employment, franchise, joint venture, or partnership relationship. Neither Party has the authority to obligate or bind the other in any manner, and nothing contained in this Purchase Order will give rise or is intended to give rise to rights of any kind to any third parties. Neither Party will make any representation to the contrary. Supplier will perform its obligations under this Purchase Order as an independent contractor. Supplier retains the right to exercise full control of, supervision over and responsibility for Supplier's performance hereunder, including the employment, direction, compensation and discharge of Supplier's personnel, as well as compliance with workers' compensation, unemployment, disability insurance, social security, withholding and all other laws, rules, codes, regulations and ordinances governing such matters. Supplier agrees not to solicit for employment, either directly or indirectly through a third party, any Hiller Measurements employee during the term of this Purchase Order.

28.2. Notices and Points of Contact. "Notice" relating to this Purchase Order must be in writing and may be delivered personally; by recognized overnight courier; by certified first class mail, postage prepaid; or electronic transmission (email) with proof of delivery (each to the respective address appearing on this Purchase Order). A Notice will be deemed given (a) on the date delivered if delivered personally, (b) seven business days after being placed in the mail or in the custody of an overnight courier as specified, or (c) pursuant to acknowledgment of receipt by an authorized Hiller Measurements representative by way of email. For the purposes of this Purchase Order, when a provision calls for Hiller Measurements written permission, consent, or signature, such permission, consent or signature must be given by a Hiller Measurements Commodity Manager.

28.3. Publicity. Supplier will not use Hiller Measurements name or marks or refer to or identify Hiller Measurements in any advertising or publicity releases or promotional or marketing materials without Hiller Measurements prior written approval. Furthermore, Supplier will not claim or suggest, implicitly or explicitly, that Hiller Measurements use of its services or deliverables constitutes Hiller Measurements endorsement of its services or deliverables.

28.4. Headings and Captions. Headings and captions are for convenience or reference only and do not alter the meaning or interpretation of any provision of this Purchase Order.

28.5. Stop Work. At any time by Notice and at no cost, Hiller Measurements may require Supplier to stop all or any part of the work under a Purchase Order for up to 120 days ("Stop Work Order"), and for any further period as mutually agreed. Immediately upon receipt of a Stop-Work Order, Supplier will comply with its terms. At any time Hiller Measurements may, in whole or in part, either cancel the Stop Work Order or terminate the work under the Termination article of this Purchase Order. To the extent the Stop Work Order is canceled or expires, Supplier must immediately resume work.

28.6. Compliance with Laws and Integrity. Supplier will comply with all laws, regulations and ordinances. Supplier will maintain an integrity and compliance program acceptable to Hiller Measurements and effective in preventing and correcting ethical violations and in maintaining compliance with laws.

28.7. US Equal Employment Opportunity Regulations. To the extent employment activities of Supplier occur in the United States and if otherwise applicable **this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

28.8. Compliance with Environmental, Health and Safety Laws

28.8.1. Supplier will comply with all applicable national, EU, state/provincial and local environmental, health and safety laws, regulations or directives.

28.8.2. Upon request, in form and substance satisfactory to enable Hiller Measurements to meet its compliance obligations with regard to Regulation (EC) No 1907/2006 ("REACH") or similar laws or regulations identified by Hiller Measurements, Supplier will provide Hiller Measurements with complete information regarding the chemical composition (substances, preparations, mixtures, alloys or goods) of any Goods supplied under this Purchase Order, including all safety information required under REACH and information regarding the registration or pre-registration status of any Goods pursuant to REACH within 45 days of receiving such request. Supplier agrees that it will include any Hiller Measurements "Identified Use" in its REACH registrations or applications for Authorization, unless Supplier provides Notice to Hiller Measurements that it rejects such Identified Use in order to protect human health or the environment and specifies the reason for such rejection. In such case Hiller Measurements will have the right to terminate this Purchase Order without incurring any costs or damages.

28.8.3. Additionally, Supplier shall inform Hiller Measurements upon request, current Goods status with regards to the use of materials identified in Article 4.1 of the European Parliament Directive 2002/95/EC ("RoHS Directive") as that RoHS Directive is updated from time to time, or similar laws or regulations identified by Hiller Measurements, restricting the use of hazardous materials in other jurisdictions.

28.8.4. Supplier will be responsible for all costs and liabilities for or relating to the recycling of Goods pursuant to the most current version of European Parliament Directive 2012/19/EU (WEEE Directive) as this Directive is implemented in any country, or similar laws or regulations identified by Hiller Measurements.

28.9. Modification. No change to or modification of this Purchase Order will be binding unless in writing, specifically identifying that it amends this Purchase Order, and is signed or approved electronically by an authorized Hiller Measurements procurement representative. If Supplier becomes aware of any ambiguities, issues, or discrepancies between this Purchase Order and any specification, design, or other technical requirement applicable to this Purchase Order, Supplier will immediately submit the matter to Hiller Measurements for resolution.

28.10. Assignment and Subcontracting

28.10.1. This Purchase Order will be binding on the Supplier and its respective permitted successors and assigns. Supplier will not assign any part of this Purchase Order, or any rights or obligations under this Purchase Order, or subcontract all or any material aspect of the work called for, without the prior written approval of Hiller Measurements. Any assignment or subcontract without Hiller Measurements written approval will be voidable at the option of Hiller Measurements and Supplier will be responsible for, without limitation, all customer charges; all labor costs, including engineering costs, travel and lodging; all costs to transition to an alternative source of supply; redesign, recertification and/or requalification; and all corrective action costs (e.g., costs of additional inspection or quality-control systems).

28.10.2. "Change of Control" includes (a) the sale, transfer, or assignment of all or substantially all of the Supplier's assets or any asset material to Supplier's performance under this Purchase Order to any third party; (b) the acquisition of Supplier by any third party by

any reorganization, dissolution, merger, consolidation, or exclusive license to Supplier's technology, to the extent such technology is material to Supplier's performance under this Purchase Order; (c) any transfer of this Purchase Order by Supplier by merger, consolidation, or dissolution; or (d) the acquisition by a third party or parties of ownership, including beneficial ownership, or power to vote a controlling share of the voting stock in Supplier. Any Change of Control will constitute an assignment.

28.10.3. No assignment or subcontracting will relieve or discharge Supplier from any obligation, provision, or liability under this Purchase Order. Supplier will remain fully responsible for such performance and will be fully responsible and liable for all acts or omissions.

28.10.4. Hiller Measurements may assign this Purchase Order or any of its rights or obligations under this Purchase Order, in whole or in part, to any of its subsidiaries or affiliates, or to any purchaser or successor to all or a portion of the assets of the business or product line to which this Purchase Order relates without Supplier's consent and upon Notice to Supplier.

28.11. Import and Customs Compliance

28.11.1. Supplier assumes all responsibility and liability for any shipments covered by this Purchase Order requiring any government import clearance. If government authorities declare or otherwise impose countervailing duties, antidumping duties, or retaliatory duties on the Goods imported under this Purchase Order, Hiller Measurements reserves the right to terminate this Purchase Order, in whole or in part, under the Termination article of these General Purchase Order Provisions. Supplier will be debited for any duties, fees, or freight incurred by Hiller Measurements due to Supplier's failure to comply with the terms and conditions of this Purchase Order.

28.11.2. Supplier will comply with all export laws and regulations of all countries involved in transactions associated with this Purchase Order. Supplier will first obtain the written consent of Hiller Measurements before submitting any request for authority to export or re-export any drawing, data, hardware, equipment or other item provided to Supplier by Hiller Measurements.

28.12. Supply Chain Security. Supplier will implement the Business Partner Criteria of any Supply Chain Security Program that the country of import for the Goods may adopt such as the U.S. Customs-Trade Partnership Against Terrorism (C-TPAT) or the Canadian Partners in Protection (PIP) Program.

28.13. Drawback. All drawback of duties, and rights thereto, related to duties paid by Supplier or Hiller Measurements when the Goods are imported or any materials or components used in manufacturing of the Goods will accrue to the exclusive benefit of Hiller Measurements. Duty drawback rights include rights developed by substitution and duty drawback rights obtained from sub-tier suppliers related to the Goods. Supplier will provide Hiller Measurements with all documents, records, and other supporting information necessary to obtain any duty drawback, and will reasonably cooperate with Hiller Measurements to obtain payment.

28.14. Waiver. The failure or delay of either Party to enforce at any time any of the provisions of this Purchase Order will not be construed to be a continuing waiver of those provisions, nor will any such failure or delay prejudice the right of such Party to take any action in the future to enforce any provisions.

28.15. Severability. If any provision of this Purchase Order is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the Parties agree the court will construe the provision in a manner that renders the provision valid and enforceable to the fullest extent possible under the law of the applicable jurisdiction and that the remaining provisions will remain in full force and effect.

28.16. Order of Precedence. This Purchase Order supersedes any prior or contemporaneous communications, representations, promises, or negotiations, whether oral or written, respecting the subject matter of this Purchase Order. All documents referenced in this Purchase Order are interpreted together as one agreement. If there is an irreconcilable conflict among the provisions of these documents, the following order of precedence applies (a) any document executed by both Parties after execution of this Purchase Order that is expressly intended to amend or supersede the terms of this Purchase Order; (b) any supply agreement or other agreement of the Parties referenced by the Purchase Order; (c) the face of the Purchase Order and any supplemental terms included or incorporated by reference therein; then (d) these General Purchase Order Provisions; and finally (e) other documents agreed to in writing by the Parties.

28.17. Survival. All provisions of this Purchase Order which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Purchase Order including, but not limited to, those addressing the following subjects: Import/Customs Compliance; Drawback; Offset; Hiller Measurements-Supplied Materials, Tooling, Equipment and Technical Data; Price; Price: Most Favored Customer and Meet or Release; Invoicing and Payment; Set Off and Liens; Warranty; Cessation of Production and Supply Continuity; General Indemnification; Intellectual Property Indemnification; Insurance, Confidentiality and Intellectual Property, Audit; Relationship Between the Parties/Independent Contractor; Applicable Law and Forum; Remedies; Publicity; Waiver; Forecast; Design, Process, Site, Source or Material Changes; Quality; On Time to Request ; Nonconforming Goods; Specific Performance; Additional Government Terms; and Survival.

29. Conflict Minerals Compliance

29.1. In accordance with applicable "Conflict Minerals" laws, Hiller Measurements must determine whether its products contain tin, tantalum, tungsten or gold ("3TG") originating in the Democratic Republic of the Congo and adjoining countries ("**Conflict Minerals**"). To the extent Supplier supplies direct materials containing 3TG to Hiller Measurements under this Purchase Order, Supplier commits to have a supply chain process to ensure and document a reasonable inquiry into the country of origin of the 3TG minerals incorporated into products it supplies to Hiller Measurements. If requested, Supplier will promptly provide information or representations that Hiller Measurements reasonably believes are required to meet its conflict minerals compliance obligations.

ADDITIONAL SPECIAL TERMS AND INSTRUCTIONS:

1. **Special Processes**

1.1 Buyer or its customers may designate certain processes as special processes that are required to be performed by source-directed suppliers who are pre-qualified to perform these special processes. The following processes are considered special processes: Soldering, Chemical Conversion coating of Aluminum, and Anodizing these special processes. If special process requirement is called out on the Buyer's PO, the Seller shall use only these source-directed suppliers to perform the special process. To determine the specific special process requirements and for access to the list of customer approved suppliers, please contact Buyer.

2. **Guarantee of Material Source(s)**

2.1 The seller shall ensure that only new and authentic materials are used in materiel delivered to Hiller Measurements. The Seller may only purchase materiel directly from original manufacturers, manufacturer franchised distributors, or authorized aftermarket manufacturers. Use of materiel that was not provided by these sources is not authorized unless first approved in writing by Hiller Measurements. The seller must present compelling support for its request (e.g., original manufacturer documentation that

authenticates traceability of the materiel to the original manufacturer), and include in its request all actions to ensure the materiel thus procured is authentic and conforming.

3. Supply Chain Traceability

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

4. Certificate of Conformance (C of C)

4.1 The seller shall provide a C of C with each shipment of material. The C of C shall contain, at a minimum, the Buyer's P.O. number, the part number specified on the P.O., the serial number(s) (if applicable), Quantity, the date lot code(s) (if applicable), the date of execution, any applicable deviations, waivers, or variances, and a certification statement. The certification statement shall explicitly certify that the parts or services supplied meet all P.O. and associated specification package requirements. Seller shall include a copy of the C of C with Seller's product shipper (invoice/packing sheet). The C of C shall be stamped and/or signed by the Seller's authorized representative.

If the items procured contain special processes as identified by Buyer, a C of C shall be provided by the Seller, or their sub-contract process sources (sub-tiers), that performed the actual processes specified. This certification shall act as the Seller's, or their sub-tier source's, validation that the seller performing the work was qualified for the special process(es) in question by Buyer prior to delivery and that the work performed is compliant with the associated standards. This C of C shall contain at a minimum all those requirements previously stated as well as a description of the process type performed and the specification it was performed to. The C of C shall be stamped and/or signed by the Seller's, or their sub-tier source's, authorized representative.

All substantiating certificates and documentation that support this certification shall be available on file at the Seller's facility. Supporting documentation shall be supplied to Buyer upon request. When procuring components from an OCM/OEM, the Certificate of Conformance (C of C) and all traceability documentation for the components shall be included with each shipment. It shall include the manufacturer's name, part number, date codes, lot codes, serializations, and / or any other batch identifications. Seller is to contact Buyer in the event a C of C cannot be supplied.

4.2 When procuring components from an authorized distributor, documentation showing traceability (C of C, shipping receiver, etc.) of the components to the OCM should be provided whenever possible. C of C shall include the manufacturer's name, part number, date codes, lot codes, serializations, and/or any other batch identifications. Seller is to contact Buyer in the event a C of C cannot be supplied.

5. Certified Variable / Attribute Data, Test Reports, Inspection Data, and Certificates of Calibration

5.1 When variable/attribute data is identified as a requirement by the Buyer, The Seller shall provide variable data (measured values) and/or attribute (go, no-go) data for each item delivered showing conformance to inspections/tests specified by the applicable specifications (specification and source control drawings) or Seller Acceptance Test Procedures.

5.2 The Buyer requires the Seller to provide copies of all materiel test reports, inspection data, materiel product certifications, and materiel / product certificates of calibration along with the product shipper and C of C.

6. Restriction on Acquisition of Certain Articles Containing Specialty Metals

6.1 Seller (including its suppliers at every tier), by acceptance of this Purchase Order, certifies that any goods or materiel ordered herein comply with the "specialty metals" requirements in 10 USC 2533b and DFARS 252.225-7008, 7009 and/or 7010, as applicable, and that Seller shall maintain the required manufacturer's certifications and shall make them available to the Buyer upon request. Such certifications shall be retained at Seller's facility per the record retention requirements of FAR Subpart 4.7.

7. Packaging

7.1 Unless otherwise specified in the Purchase Order, Seller shall package all material in a manner that will ensure protection against corrosion, oxidation, deterioration, and physical damage during shipment to Buyer. All metal parts, etc. shall be individually wrapped to protect finished surfaces. Electronic parts such as resistors, capacitors, transistors, diodes, etc., SHALL NOT BE BULK PACKAGED. THE MAXIMUM QUANTITY OF PARTS TO BE PACKAGED IN THIS MANNER SHALL BE TWENTY (20) PIECES OR LESS. When parts are procured directly from the manufacturers, "off-the-shelf" or "over-the-counter" packaging shall be acceptable. Cardboard spools or spooling materials will not be used. Refer to FED-STD-3561, except for devices listed below.

7.2 Static sensitive devices shall be packed in a manner that protects/shields the devices from the hazards of ESD.

7.3 The handling, packing, shipping and use of Moisture/Reflow sensitive Surface Mount Devices shall comply with the requirements of IPC/JEDEC J-STD-033. Moisture/Reflow Sensitivity classification for non-hermetic solid-state Surface Mount Devices shall comply with the requirements of IPC/JEDEC J-STD-020.

7.4 When tape and reel packaging is specified on the purchase order for electronic components, the tape and reel processing shall be performed in accordance with the latest revision of ANSI/EIA-481.

7.5 All lead-free parts shall be labeled Pb-free.

8. Electronic Part Sources and Counterfeit Electronic Part Detection and Avoidance System

8.1 Due to the possibility of the materiel delineated on the PO being utilized for a United States Government Contract and regardless of whether a Government Contract Number is listed on this PO, the following Federal Regulations, in effect on the date of this PO, shall apply to this procurement: DFARS 252.246-7007 subparagraphs (a) to (e) and DFARS 252.246-7008.

9. Other Terms and Conditions

9.1 Form 01-339 Texas Sales and Use Tax Resale Certificate on-file.

9.2 Send invoices to accounting@hillermeas.com and purchasing@hillermeas.com.

9.3 Fabrications shall be built to all notes, silkscreen, tolerances control symbols, dimensions, depicted, images, finish call outs, material call outs, specifications, standards, coatings, special processes and any other requirement on the specific part pdf DWG (drawing) unless authorized in writing by hiller measurements.

9.4 Seller shall provide all Certificates of Conformance (signed). This includes all C of Cs from conversion coating/special chemical processes.

9.5 Seller shall provide all material certificates and special process certificates.

9.6 Seller shall provide a Certificate(s) of Conformance (signed) certifying all fabrications/parts conform to all applicable requirements & specifications contained within: this Purchase Order, the Part No. specific PDF DWG (drawing) listed in the Description column of each PO line item and have been inspected by a quality representative.

9.7 This PO is deemed confidential and contains legally privileged information intended only for the use of the intended recipient(s). Any unauthorized disclosure, dissemination, distribution, copying or the taking of any action in reliance on the information herein is prohibited. Acceptance of the PO and shipment of materiel implies acceptance of the Requirements, related Specifications, Terms, and Conditions listed in this PO.