

## **PART 1 – GENERAL CONDITIONS**

- 1. GENERAL/ACCEPTANCE** – The purchase order (includes all documents incorporated by reference therein) is the exclusive agreement between the parties for the supplies/services. Any additional or different terms proposed by the seller are objected to and are hereby rejected unless the same shall be accepted in writing by Bren-Tronics.
- 2. CODE OF BUSINESS ETHICS AND CONDUCT** – Suppliers and sub-suppliers shall maintain the highest standard of ethical behavior and is of paramount importance to Bren-Tronics. Supplier and sub-suppliers shall comply with all applicable and controlling laws, rules and regulations governing Human Rights and Labor Standards, Health and Safety, Environment and Bribery and Corruption.
- 3. COMPLIANCE WITH LAWS AND REGULATIONS** – (a) Seller shall comply with any applicable laws, Executive Orders, or regulations. (b) Seller agrees to indemnify Bren-Tronics against any loss, cost, liability or damage by reason of Seller's violation of any applicable law, Executive Order, or regulation.
- 4. INVOICING AND PAYMENT** – All costs included in the invoice must be computed in accordance with Section 31 of FAR and allowable in accordance with the principles specified herein. All valid and complete invoices shall be paid in accordance with the terms specified on the purchase order unless otherwise agreed to in writing. Seller warrants that it has title to the goods to be delivered under this purchase order.
- 5. TERMINATION** - Without limiting Bren-Tronics right to cancel this order for default of Seller as provided below, Bren-Tronics may terminate all or any part of the work under this purchase order and process Seller's claim therefore in accordance with the provisions of the "Termination for the Convenience of the Government (Fixed-Price)" clause set forth in FAR 52.249-2 in effect on the date of this order. Where necessary to make FAR 52.249-2 applicable to this purchase order, "Contractor" shall mean the "Seller", "Contracting Officer" shall mean "Bren-Tronics" and "Government" shall mean "Bren-Tronics" or the "Government." In paragraph (d) of FAR 52.249-2, change "1 year" to "6months or any extension thereto."
- 6. WARRANTY** – Seller warrants at the time of delivery to Bren-Tronics that the supplies covered by this purchase order will conform to the design, specifications, drawings, samples or other descriptions referred to in this purchase order; will be free from defects in material and workmanship; will be free of any FOD; will be free from all liens, claims and encumbrances and; to the extent that the Seller knows or has any reason to know of the purpose for which the supplies are intended, will be fit and sufficient for such purpose. All warranties will survive the acceptance of, and payment for, the relevant supplies or services.
- 7. INDEMNITY** - (a) Seller will defend, indemnify and hold harmless Bren-Tronics and its affiliates, and their officers, agents, employees, successors and assigns, against any claims, loss, damage or expenses including, without limitation, payment of direct, special, incidental and consequential damage, and expense of defending claims, including attorney's fees. This duty to defend, indemnify and hold harmless extends to any suit, claim, judgment or demand that may arise out of or in connection with Seller's performance or nonperformance of this purchase order issued by Bren-Tronics, out of Seller breach of warranty, out of any patent infringement or misappropriation of trade secrets, or failure of seller to pay royalties, or any other breach of Seller's obligation hereunder, whether such claim or suit is based upon contract, warranty, strict liability in tort, negligence, or other legal theory, and also extends not only to "third party claims" but also to any direct loss suffered by Bren-Tronics; (b) Seller will at all times maintain with reputable insurance company's comprehensive general liability insurance in the amount not less than \$2 million and will provide for 10 days prior to written notice to Bren-Tronics of cancellation or material change. Seller will maintain workers' compensation insurance sufficient to cover all of its general and special employees; (c) Seller shall comply with the provisions of FAR 52.215-10, 52-215-12, and 52.215-13 which are incorporated herein by reference to the extent that such clauses are or become applicable to the is purchase order. Seller shall indemnify and hold harmless Bren-Tronics from any amount of loss and expense, including interest assessed by the government under 10 U.S.C. § 2306a by which this purchase order is determined by the government to have been defectively priced because of Seller's or Seller's subcontractor's failure to comply with provisions. The rights if the parties hereunder shall survive completion and termination of this purchase order.
- 8. DISPUTES** - Any dispute arising under this purchase order which is not settled by agreement of the parties will be litigated in the state or federal courts of New York located in Suffolk County. Pending any decision, appeal or judgment in such proceedings, or the settlement of any dispute arising under the purchase order. Seller shall proceed diligently with the performance of this purchase order in accordance with the decision of the Buyer.
- 9. PROTECTION OF INFORMATION** – Trade Secrets and proprietary information of Bren-Tronics (hereafter collectively referred to as "information") shall mean information disclosed to Seller by Bren-Tronics in connection with this purchase order which is either identified to Seller as being proprietary or which is information that a reasonable person would understand to be such information. This paragraph is not intended to conflict with FAR 52.203-6, "Restrictions on Subcontractor Sales to the government."
- 10. PROPERTY RIGHTS** – Any invention, discovery, proprietary information, maskwork, software, system, data or report resulting from the work performed under this purchase order shall be the sole property of Bren-Tronics. Government rights to technical data will be interpreted pursuant to DFARS 252.227-7013(b)(1), "Rights in Technical Data—Noncommercial items."
- 11. RECORDS.** - Seller shall maintain inspection/test records for a minimum of 5 years and shall be readily available upon request.
- 12. CHANGES/REVISIONS/NONCONFORMING MATERIAL/COUNTERFEIT PARTS.** - Seller shall not make any changes/revisions to Bren-tronics' designed parts without written approval from an authorized Bren-Tronics representative. Seller does not have MRB authorization. Seller shall inform buyer immediately of delivered non-conforming supplies against this purchase order. Seller shall ensure that all persons are aware of their contribution to product or service conformity, product safety and the importance of ethical behavior.

13. **COUNTERFEIT PARTS** - are prohibited and must be controlled IAW AS5553. Seller is responsible for flow down of this requirement to sub tier suppliers.
14. **PRODUCT SAFETY** - Seller shall inform buyer immediately of identified conditions or risks that could cause unacceptable harm to persons or damage to property relative to the product and services required by the applicable purchase agreement.
15. **SPECIAL TOOLING (ST), SPECIAL TESTING (STE) AND FACILITIES (FAC)** - Unless specifically provided to the contrary in this purchase order, Seller warrants that the price set forth in this purchase order does not include; (a) any amount of representing rent for the use of government-owned ST, STE or FAC; or (b) as I direct charge to this purchase order, the cost of any ST, STE or FAC as the same are defined in part 45 of the Federal Acquisition Regulation. Any such ST, STE, FAC to be charged to Bren-Tronics will be covered by a separate purchase order.
16. **TOXIC SUBSTANCES CONTROL**- Seller warrants the each and every chemical substance delivered under this purchase order shall not, at the time of sale, transfer, or delivery, be on the list of banned and hazardous chemical substances compiled and published by the Administration of Environmental Substance Control Act (15 U.S.C. § 2601) and REACH No. 1907/2006
17. **ASSIGNMENT OF SUBCONTRACTING** - (a) This purchase order is not assignable or transferable by the Seller in whole or part. Any proposed subcontracting by Seller is subject to Bren-Tronics' prior written approval. Bren-Tronics shall be entitled to the right of set-off against any amounts payable under this purchase order. Seller further agrees that no subcontract placed under this purchase order shall provide for payment on a cost-plus-a-percentage-of-cost-basis.
18. **CHOICE OF LAW** - This purchase order will be constructed and interpreted according to the federal government contracts law. To the extent that the federal common law of government contracts is not dispositive, the laws of New York shall apply.
19. **INTEGRATION AND MERGER** - This purchase order contract constitutes the entire agreement between Bren-Tronics and Seller, and supersedes all prior representations, agreements, understandings, and communications. No amendment or modification of this contract or a purchase order shall be binding upon Bren-Tronics unless it is set forth in a written instrument signed by authorized representatives of Bren-Tronics.
20. **EEOC/OFCCP** - **Vendors and subcontractors are notified that they may be subject to the requirements of Executive Order 11246, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212 and Section 503 of the Rehabilitation Act of 1973, as amended, and their implementing regulations, all of which are specifically incorporated by reference in this Purchase Order. Where 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, sexual orientation, gender identity, national origin, protected veteran status or disability."**
21. **RIGHT TO ACCESS** - The right of access by Bren-Tronics, our customers and regulatory agencies to all facilities at any level of the supply chain involved in this order and to all applicable records.
22. **GOVERNMENT CONTRACT REQUIREMENTS** - When a government contract is noted in the purchase order, government inspection, material certification and testing, price justification, cancellation for convenience and DPAS (Defense Priority and Allocations System) regulations are hereby incorporated as part of the purchase order. Any other specific requirements of the contract will be flowed down and noted.
23. **CONTROL OF SPECIAL PROCESSES** - The supplier must have on file at their facility, or their supplier's facility, chemical and mechanical test data on raw material used on this order. Processes listed below, must satisfy the requirements of applicable drawings and specifications. Bren-Tronics reserves the right to perform surveillance or audit of the supplier and/or lower tier supplier's special processes and certification. Suppliers certified by NADCAP for the products supplied on this order do not require further surveillance or audits provided no non-conformances are detected at Bren-Tronics from their process.  
Bren-Tronics reserves the right to deny use of lower tier special process suppliers if they fail to meet the applicable requirements.  
Special processes include but are not limited to Painting, Plating, Heat treating, Welding, Soldering, NDT."
24. **CONFLICT MATERIALS** - Supplier represents and warrants that it is in full compliance with applicable conflict minerals laws, including, without limitation, Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 as it may be amended from time to time and any regulations, rules, decisions or orders relating thereto adopted by the Securities and Exchange Commission or successor governmental agency responsible for adopting regulations relating thereto (collectively, ("Dodd-Frank Section 1502"). Supplier will make available any documentation that supports the declaration. Supplier agrees to disclose to Bren-Tronics, upon Bren-Tronics request, to the extent known or discoverable by Supplier following inquiry, the original source of all minerals contained in the product so that the original source of minerals can be accurately determined and reported. Supplier shall comply with all laws regarding the sourcing of minerals, including, without limitation, laws prohibiting the sourcing of minerals from mines controlled by combatants including the eastern region of the Democratic Republic of the Congo and Dodd-Frank Section 1502