

## Terms and Conditions of Sale

This Terms and Conditions of Sale Agreement (“Agreement”) is between

Merrill Technologies Group, Inc (“Seller”), 400 Florence Street, Saginaw, Michigan 48602 and the Party issuing the purchase order, (hereafter referred to as “Buyer”).

### 1. Products and Services to be Supplied

- a. Seller shall sell and deliver to Buyer the Product(s) or Service(s) described in the Seller’s offer.

### 2. Quoting and Ordering Procedures

- a. Seller may issue a proposal providing a price(s) for the Products that Buyer desires to procure. Each proposal shall show the price and estimated delivery date for each proposed Product and the validity period of the proposal.
- b. Buyer shall issue purchase orders for Products proposed by Seller that Buyer agrees to procure. Each definitive purchase order issued by Buyer shall include only the following information where applicable:
  - i. Identification of the Products to be supplied (Part Number, NSN, Quantity, Price)
  - ii. Identification of the effective date
  - iii. Identification of any U.S. Government Priority Rating applicable to the procurement
  - iv. Identification of the mandatory flowdown requirements as prescribed by the FAR/DFARS
  - v. Identification of Buyer Furnished or Government Furnished Property to be provided and the date(s) that the property is to be delivered
  - vi. Identification of the delivery dates in accordance with the Seller’s proposed delivery schedule
  - vii. Complete shipping and marking instructions
  - viii. Identification of delivery as FOB Origin, Seller’s Facility unless otherwise agreed to in writing by an authorized representative of the Seller
  - ix. Shall include a statement that reads, “Seller’s MTG General Terms and Conditions of Sale dated 9-11-20 apply to this purchase order. Any additional terms and conditions included in the purchase order shall not be binding upon Seller unless made in writing within the purchase order and signed by a duly authorized representative of the Seller.”
- c. No unpriced orders will be accepted. All purchase orders shall be subject to written acknowledgement by Seller. It is understood that an acknowledgement to a unilateral order signed by the Buyer does not constitute, in any way, acceptance of waivers, alterations, modifications or additions to these terms and conditions.
- d. All proposals of Seller are subject to change at any time prior to acceptance by Seller of an order and expire at the end of the validity period stipulated in such proposals. In the event that a validity period is not stipulated in a proposal issued by Seller, the applicable validity period shall be thirty (30) days.
- e. Each resultant purchase order will be subject to these Terms and Conditions of Sale and nothing contained in or attached to those purchase orders will operate to modify or add

to these provisions unless agreed to in writing by both Parties under a bilaterally signed purchase order.

### 3. Prices

- a. The prices set forth in Seller's proposals are in U.S. dollars and include the cost of Seller's usually factory tests, inspection, and commercial packing and, if applicable, commercial export packing for air shipment.
- b. The prices shall be subject to Economic Price Adjustment (if applicable) as described in Seller's proposal or accepted Agreement.
- c. The Agreement may be subject to Progress Payments (if applicable) as described in Seller's proposal.

### 4. Delivery

- a. Delivery dates are based upon (1) prompt receipt by Seller of all Buyer furnished information/parts/equipment necessary to permit Seller to proceed with work immediately and without interruption, (2) Buyer's compliance with the payment terms, (3) such evidence as Seller may request that any required Export or Import License has been issued, and is in effect and (4) continued availability of Buyer provided or U.S. Government facilities and special tooling and special test equipment to Seller and its sub-Sellers for use hereunder. All transportation costs, as well as cost resulting from any additional factory testing, inspections and/or packaging requirements shall be paid by Buyer.
- b. Delivery of products to the Buyer shall occur Free on Board (FOB) Origin, Seller's facility and shall officially occur upon the completion of the Memorandum of Shipment and the Certificate of Conformance prescribed in Article 8, Inspection and Acceptance. Title and risk of loss to hardware shall pass to Buyer upon delivery.
- c. Partial deliveries of products are permitted and Seller shall submit invoices at time of delivery. In addition, Seller may deliver and shall receive payment for any part of the Products in advance of the delivery schedule agreed upon in the Agreement.
- d. If for any reason Buyer cannot physically take possession of the Products delivered at Origin, Seller may make delivery by executing the acceptance criteria under Article 8, Inspection and Acceptance and place the Products in storage. Upon this act, title shall pass to the Buyer and the Buyer shall assume risk of loss or damage to such Products. In such event, Buyer shall bear all storage and storage related expenses, such as handling, inspection, preservation, insurance and warehouse expenses. Seller shall assist and cooperate with Buyer in any reasonable manner with respect to the removal of any Products placed in storage.

### 5. Payment

- a. Payment shall be made in U.S. dollars to the applicable financial institutions stated in Seller's invoice. All payments will be due and payable net 30 days from date of invoice. These terms may provide for advance, partial payments, or milestone payments, with the balance payable upon delivery.
- b. Buyer shall make all payments under this Agreement in U.S. dollars via Electronic Fund Transfers (EFT) where possible. Such payment(s) shall be immediately available for use without any right of set-off deduction.

- c. If Seller is ready to make delivery but Buyer cannot accept delivery as scheduled due to any cause, any amounts otherwise payable to Seller upon delivery shall be payable upon delivery into storage and upon submission of Seller's invoice.
- d. If Buyer fails to fulfil any condition of these terms of payment for any reason other than those outlined in Article 12, Excusable Delays, Seller may, after notification to Buyer, (i) withhold deliveries and suspend performance, or (ii) continue performance if Seller deems it reasonable to do so, or (iii) place the Products into storage pursuant to the provisions of Article 4, Delivery. In any event, the costs incurred by Seller as a result of Buyer's non-fulfillment shall be payable by Buyer upon submission of Seller's invoices thereof. Seller shall be entitled to an extension of time for performance of its obligations equaling the period of Buyer's non-fulfillment whether or not Seller elects to suspend performance. If Buyer does not rectify such non-fulfillment and, subject to the terms of this Agreement, the Seller shall be paid a percentage of the contract price reflecting the percentage of work performed plus reasonable charges the Seller can demonstrate using its standard record keeping system which have resulted from the non-fulfillment.

#### **6. Changes**

- a. Either of the Parties hereto may propose changes in the Products and any such proposed change shall be incorporated provided the change is technically feasible and provided further that both Parties have agreed to the change in writing, including any resulting adjustment in price, delivery schedule or other pertinent provisions.

#### **7. Use of U.S. Government or Buyer Owned Property**

- a. In the event that permission for Seller to use Buyer-owned or U.S. Government-owned facilities, special tooling and/or special test equipment is denied, modified or withdrawn by the authorized representatives of the Buyer or U.S. Government, the price and delivery schedule set forth in the Catalog and/or the Agreement shall be appropriately adjusted, or alternatively, Seller, may either (1) withdraw its proposal or (ii) terminate the Agreement without penalty or further obligation to perform. Buyer will reimburse Seller for all costs incurred by Seller in performance under any Agreement, plus a fair and reasonable profit.
- b. Seller is authorized to utilize its established property tracking system for the handling of Buyer Owned or Government Owned property.

#### **8. Inspection and Acceptance**

- a. All quality control exercised in the manufacture of the Products shall be in accordance with Seller's normal quality control policies, procedures, and practices as documented in Seller's MP16 procedure. Seller shall provide evidence of inspection by Seller's quality control representative upon request from the Buyer. The Memorandum of Shipment and the Certificate of Conformance furnished by Seller shall constitute final acceptance of the Products or Services performed and is the Seller's acknowledgement that the Products comply with the applicable requirements of the Agreement and shall be conclusive. Upon Seller notification to Buyer of Vendor Authorization, Buyer shall accept Certificates of Conformance and Memorandums of Shipments from and Seller authorized subsidiary/affiliate as satisfaction of Seller's requirements for these documents.

- b. Seller's obligations for failures of the Products to conform to an Agreement' requirements discovered subsequent to final acceptance shall be limited to those stated or referenced in the warranty contained in the Agreement under Article 13, Warranty.
- c. Under FOB Origin, Sellers Facility, Products or Services provided under this agreement will be considered "delivered" upon the completion of the Memorandum of Shipment and the Certificate of Conformance as prescribed in Paragraph A to this Article. Seller will immediately notify the Buyer that delivery has occurred and will provide said documentation in accordance with this agreement.

#### **9. Taxes**

- a. The selling prices include, and Seller shall be responsible for, the payment of any taxes measured by the income of the Seller and imposed or levied by a taxing authority located in the United States in connection with Products or Services prior to or as a result of their sale and delivery other than taxes which exemptions may ordinarily be secured by reason of export. Unless Seller arranges for export shipment, Buyer agrees to furnish (without charge) evidence of exportation or other evidence of tax or duty exemption acceptable to the taxing or customs authorities when requested by Seller, failing which the amount of any U.S.A. taxes imposed on Seller in connection with the transaction shall be promptly reimbursed in U.S. Dollars by Buyer to Seller upon submission of Seller's invoices therefore.
- b. Any other taxes levied in connection with the sale and/or delivery of products or services under this Agreement, other than taxes measured by the income of Seller, whether levied against Buyer, against Seller or its employees or against any of Seller's subcontractors or their employees, shall be the responsibility of Buyer and shall be paid directly by Buyer to the governmental authority concerned. If Seller or its subcontractors, or the employees of either, are required to pay any such taxes in the first instance, or as a result of Buyer's failure to comply with any applicable laws or regulation governing the payments so made, plus the expense of currency conversion, shall be promptly reimbursed in U.S. dollars by Buyer upon submission of Seller's invoices therefore.
- c. For the purposes of this Article 9, "Taxes" means all taxes, duties, fees, or other charges of any nature (including, but not limited to, ad valorem, excise, franchise, gross receipts, import, income, license, property, sales, stamp, turnover, use, or value-added taxes, and any and all items of withholding, deficiency, penalty, addition to tax, interest or assessment related thereto).
- d. All payments by Buyer pursuant to this Agreement shall be free of all withholdings of any nature whatsoever except to the extent otherwise required by Law, and if any such withholding is so required, Buyer shall pay an additional amount such that after the deduction of all amounts required to be withheld, the net amount actually received by Seller shall equal the amount that Seller would have received if such withholding had not been required.

#### **10. Preservation, Packing, Packaging, and Marking**

- a. Products shall be prepared, packaged, marked and packaged in accordance with Seller's normal commercial practices unless otherwise agreed to by an authorized representative of the Seller in writing. Seller agrees to comply with all reasonable

instructions of Buyer as to the grouping for packing purposes and as to the markings to be placed on the exterior containers. Special packaging instructions included within the purchase order will be considered for informational purposes only but will not be contractually binding.

#### **11. Governmental Authorizations**

- a. Seller shall be responsible for obtaining and maintaining any required Export license for Products or Services provided to Buyer under this Agreement. Buyer shall be responsible for obtaining any Import Licenses, Exchange Permits or any other required government authorization. Buyer and Seller shall assist each other in every manner reasonably possible in securing and complying with such authorizations as may be required. Buyer agrees to comply with U.S. Laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and the import certification and export notification requirements under the Toxic Substance Control Act.
- b. Seller shall not be liable if any authorization is delayed, denied, revoked, restricted or not renewed and Buyer shall not thereby be relieved of its obligation to pay Seller.

#### **12. Excusable Delays**

- a. Seller shall not be liable for delays in performing its obligations and the date on which Seller's obligations are to be fulfilled shall be extended for a period equal to the time lost by reason of any delay arising directly or indirectly from (i) act of God, unforeseeable circumstances, acts (including delay or failure to act) of Buyer or any government authority (dejure or defacto, including political subdivisions thereof), war (declared or undeclared), terrorism, riot, revolution, priorities, fires, strikes or other labor disputes, sabotage or epidemics, or (ii) Seller's inability, due to causes beyond Seller's reasonable control, to timely obtain necessary and proper labor materials, components, facilities, transportation, or instructions from Buyer, or (iii) any other cause beyond Seller's reasonable control. The foregoing extension shall apply even though such cause may occur after Seller's performance of its obligations has been delayed for other causes.
- b. If delay resulting from any of the foregoing extends for more than one hundred and eighty (180) days and the parties have not agreed upon a revised basis for continuing the work at the end of the delay, including adjustment for price, then either party, upon thirty (30) days written notice, may terminate the Agreement with respect to the unexecuted portions of work, whereupon Buyer shall pay Seller's charge in accordance with Article 15, Termination/Cancellation.

#### **13. Warranty**

- a. Seller warrants that at the time of Delivery of Products sold to Buyer or Services performed hereunder that those items will conform with Buyer's specifications set forth and specifically referenced on the face purchase order hereof or if none are set forth and referenced, shall be in conformity with Seller's published specifications and samples provided to Buyer. Further, Seller warrants for a period of 12 months after Delivery of all Products sold to Buyer or Services performed hereunder that those items will be free from defects in material and workmanship. If any nonconforming Product or Service is identified within the warranty period, Seller, at its option, shall repair or replace the Product or re-perform the Service. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL

OTHER WARRANTIES, WHETHER WRITTEN, STATUTORY, ORAL OR IMPLIED (INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE). ANY WARRANTIES BEYOND THIS ARTICLE 13 ARE DISCLAIMED AND SHALL NOT APPLY TO ANY GOODS SOLD OR SERVICES PROVIDED.

#### **14. Limitation of Liability**

- a. The liability of Seller, including its subcontractors, suppliers, affiliates, subsidiaries or co-producers (collectively referred to as "Seller" for purposes of this Article), to Buyer arising out of, connected with, or resulting from the design, manufacture, sale, delivery, repair, replacement, support, operation, use or handling of the Product or the performance (or non-performance) of the Services hereunder, whether in contract, warranty, tort (including negligence of any degree) product liability, or otherwise, shall be as set forth in the applicable warranty contained in Article 13. The foregoing shall constitute the sole and exclusive remedy of Buyer and the sole and exclusive liability of Seller. Buyer hereby waives, releases, and renounces all other rights, claims, and remedies against Seller. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS.
- b. In no event shall the liability of Seller, however founded, exceed the price allocable to the Product or Service (as applicable to the Agreement) that initially gives rise to the claim. All liability of Seller on all claims of any kind shall terminate upon expiration of the Warranty Period. Buyer shall release Seller from, and shall indemnify and hold Seller harmless from and against any and all claims, liabilities and losses whatsoever of any nature or kind, including, but not limited to injury to or death or any employee or representative of Buyer or third party, or loss of or damage to the property of Buyer, its employees, representatives or any third party, arising out of, in connection with or resulting from performance hereunder, whether in contract, warranty, tort (including negligence of any degree), patent infringement or otherwise. With respect to cumulative liability, Seller's total liability for any and all claims arising out of, connected with or resulting from the manufacture, sale, possession, use, or handling of supplies (whether the claim alleges negligence of any degree, breach of contract or otherwise) shall not, in any event, exceed fifty (50%) percent of the total contract value.
- c. Seller shall not be liable for loss of or damage to property of the Buyer or Government (excluding the supplies delivered under this contract) that occurs after Buyer acceptance of the supplies delivered or services performed under this contract. Such paragraph(s) shall not diminish the Seller's obligations to the extent that they arise otherwise under the Warranty.
- d. If Seller furnishes Buyer with advice or other assistance which concerns any Product supplied hereunder or any equipment in which any such Product may be installed and which is not required by the terms of the accepted purchase order or any other agreement to which these terms and conditions apply, the furnishing of such advice or assistance shall not subject Seller to any liability, whether in contract, warranty, tort (including negligence of any degree), strict liability patent infringement, or otherwise.

#### **15. Termination/Cancellation**

- a. Termination for Convenience: Buyer has the right to terminate this Agreement for its convenience. Should Buyer need to exercise this right, a written termination notification shall be submitted to Seller effective upon receipt by the Seller. In the event of such termination, the Seller shall immediately stop all work hereunder, shall immediately cause any and all of its suppliers and subcontractors to cease work and shall deliver any products completed as of the effective date of the termination notification. Subject to the terms of this Agreement, the Seller shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Seller can demonstrate using its standard record keeping system, have resulted from the termination. The Seller shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Buyer any right to audit the Seller's records. The Seller shall not be paid for any work performed or costs incurred that reasonably could have been avoided after receipt of the written termination notification.
- b. Under Buyer initiated terminations, raw materials, processed materials, items in process and purchased components acquired by Seller in the performance of this Agreement shall, at Buyer's option, be completely manufactured and delivered to Buyer and paid for pursuant to Paragraph A above or shall be delivered to Buyer under "As is" conditions, and Buyer shall accept and pay for them pursuant Paragraph A above.

#### **16. Intellectual Property**

- a. "Intellectual Property" means creations of the mind, ideas, inventions, works of authorship, symbols, names, images and designs used in commerce embodied in for example, technical data, designs, information, computer software, drawings, formulae, specifications, diagrams, processes, know-how, procedures and technology legal rights in such creations of the mind. Intellectual Property developed or otherwise acquired by Buyer or Seller prior to or outside the scope of this Agreement ("Background Intellectual Property"), and any Intellectual Property rights therein, shall be owned by the Party that developed or otherwise acquired the Background Intellectual Property and associated rights. Intellectual Property developed or otherwise acquired by Buyer or Seller within the scope of this Agreement shall be owned by the Party which funded the development of the Intellectual Property. Furthermore, any know-how, manufacturing methods and processes, fixture designs, tooling information, and machine coding of Seller ("Manufacturing Information") shall remain the exclusive property of the Seller regardless of whether the Manufacturing Information is pre-existing or generated as part of this Agreement. Unless explicitly identified and agreed by Buyer and Seller, nothing in these terms and conditions shall convey a license to Buyer regarding any of Seller's Intellectual Property or Manufacturing Information.

#### **17. Dispute Resolution**

- a. Except as specifically provided for in this Article, Buyer and Seller agree to forsake litigation and resolve with finality any dispute, controversy and claim whether based on contract, tort, or other legal theory (including, but not limited to, any claim of fraud or misrepresentation), arising out of, relating to, or in connection with this Agreement ("Dispute") exclusively by the process identified in this Article. This Article shall remain effective in the event that a petition in bankruptcy is filed by or against a Party to this



- contract, or if a Party makes an assignment for the benefit of creditors, or if any other insolvency proceeding is commenced against a Party.
- b. Any dispute shall, upon written notice, be referred to a senior management representative from each of the Parties who will confer in good faith to attempt to resolve the matter. The Party sending the first written notice (the “initial notice”) shall (i) set forth in detail all of its claims or issues in dispute and (ii) designate its representative. The other Party shall have seven (7) days to designate its representative and add any other issues or claims for resolution not identified in the initial notice. The representatives shall have thirty (30) days from the date of the initial notice to resolve the issues identified in the notices. If the representatives are unable to resolve the matter, either Party may refer the matter to the Commercial Mediation Rules of the American Arbitration Association (“AAA”). Such mediation shall be started within thirty (30) days from the date of referral, and the mediation process must be concluded within (30) days from the start date.
  - c. If the dispute or claim is not fully resolved pursuant to paragraph (b), either Party may after ninety (90) days but not later than one hundred twenty (120) days from the date of the initial notice, make a written demand for binding arbitration before a single arbitrator in accordance with the Commercial Arbitration rules of the AAA and to be administered by the AAA. The seat of the arbitration shall be in Southfield, Michigan and any hearings shall take place at a mutually agreed location or as the arbitrator(s) order. A Party’s failure to make a timely demand for arbitration shall result in the forfeiture of all claims and issues that Party identified in its written notice.
  - d. In arriving at the decision, the arbitrator(s) shall consider the pertinent facts and circumstances and shall be guided and bound by the terms and conditions of the Agreement, including Article 14 Limitation of Liability, of these Terms and Conditions of Sale. If a solution is not found in the applicable terms and conditions, then the arbitrator(s) shall apply the provisions of the laws of the State of Michigan without regard to its choice of law’s provisions. The applicable procedural law shall be the law of the place of arbitration. The Parties shall share all fees and expenses of the arbitration equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs. The arbitrator shall have no authority to award special, incidental, indirect, punitive, consequential or other damages beyond the prevailing Party’s actual direct damages and shall not, in any event, make any ruling, finding, or award that does not conform to the terms and conditions of the contract. The arbitration award shall be in writing and shall specify the factual and legal basis for the award. The right to appeal the award shall be governed by the State of Michigan.
  - e. Either Party may at any time, without inconsistency with this Article, seek from a court of competent jurisdiction any equitable, interim, or provisional relief to avoid irreparable harm or injury. This Article shall not apply to and will not bar litigation regarding claims related to a Party’s proprietary or intellectual property rights.
  - f. All statements made and document provided or exchanged in connection with the Dispute Resolution process described herein are confidential and neither Party shall disclose the existence or content of the dispute or claim, or the results of any Dispute



Resolution process, to third Parties other than outside counsel, except with the prior written consent of the other Party or pursuant to legal process.

**18. General Provisions**

- a. The rights of access to Seller's books, records, and documentation is restricted solely to the U.S. Government or its authorized representative who may verify, on U.S. Government acquisitions only, the proposed pricing methodology where necessary. Once the U.S. Government representative completes the audit/verification, the findings are to be reviewed with Seller prior to release to Buyer in order to ensure that Competition Sensitive and/or Proprietary Information is not disclosed.

**19. Change in Control or Ownership**

- a. Each of the Parties shall notify the other Party as soon as it learns of any change in its ownership or control. If the Party receiving such notices objects to the change in ownership or control, that Party shall have the unilateral right to terminate this Agreement in accordance with Article 15 paragraph A. In the event of any such termination, the Party subject to the change in ownership or control agrees to render full cooperation to the other Party in order to minimize disruption to that Party's contract effort. In lieu of termination, the Party receiving the notice may require the Party subject to the change in ownership or control to provide adequate assurance of performance of the Agreement and institute special controls, including but not limited to, special controls regarding the protection of proprietary information of the Party receiving the notice.

**20. Applicable Law**

- a. The rights and obligations of the Parties hereunder shall be governed in all respects by the substantive law of the State of Michigan, U.S.A., excluding its choice of laws rules and excluding the U.N. Convention on Contracts for the International Sale of Goods.

**21. Entire Agreement**

- a. These terms and conditions of sale apply to the subject procurement of Products or Services to a Buyer under any tier subcontract. These terms and conditions of sale, together with any additional or different conditions of sale set forth in Seller's proposal, shall be the only and entire terms and conditions for the sale to which the Agreement relates. No waivers, alterations, modifications or additions to these terms and conditions of sale, included in the purchase order or otherwise, shall be binding upon Seller unless made in writing within the purchase order and signed by a duly authorized representative of the Seller. To the extent a conflict exists between a term of this Agreement and any conditions of sale in the proposal, the proposal shall control. To the extent a conflict exists between a term of a purchase order and the terms of this Agreement, the Agreement shall control. Any failure of the delay in the exercise of rights or remedies hereunder shall not operate to waive or impair such rights or remedies. Any waiver given in writing shall not be construed to require future or further waivers unless otherwise stated within the waiver itself.

**22. Assignment**

- a. Any assignment of this agreement or any rights or obligations hereunder by either Party without the prior written consent of the other Party shall be void, except that Seller may

assign any or all of its rights or obligations under this Agreement to a subsidiary or affiliated company of Seller, without Buyer's written consent.

**23. Specifications**

- a. The Specifications and standards explicitly cited in the statement of work, drawings, or elsewhere in the Agreement are first tier specification and standards, and are applicable only to the extent specified in the Agreement. Second tier and lower tier documents referenced in those first tier documents are for guidance only, and are not contractually binding.

**24. Invalidity**

- a. The invalidity, in whole or in part, or any provision hereof shall not affect the validity of the remainder of such provision or of any other provision hereof. If the principle objective of this Agreement can no longer be accomplished in view of the invalid provision, the Buyer and Seller will in good faith, negotiate a revised Agreement.

**25. Indemnification**

- a. Buyer hereby agrees that it shall indemnify and hold harmless the Seller from and against any liability, expense, including attorneys' fees, resulting from any suit or claim by any third parties for any injury, death, property loss or damage (including loss of or damage to Buyers Product or Facilities or other financial loss) sustained by it or any of its employees, officers, directors or agents, arising in any manner out of or in connection with activities relating to the performance of this Agreement.

**26. Government Flowdown**

- a. For all U.S. Government work subcontracted by Buyer to Seller under this agreement, Seller shall comply only with the terms of this agreement and the following FAR/DFARS clauses: 1) clauses which are included in Buyers prime contract and 2) which are required to be flowed down to subcontractors per the requirements of the clause and 3) which have been specifically identified by the Buyer as being applicable to this Agreement. For avoidance of doubt, "standard terms documents" located on Buyers website are not considered specifically identified flowdowns.

**27. Order of Precedence**

- a. In the event of any inconsistency between any parts of Agreement, the inconsistency shall be resolved by giving precedence in the following order:
  - i. These Terms and Conditions of Sale
  - ii. Purchase Order modifications
  - iii. The face of the Purchase Order
  - iv. Statement of Work