
Astronics AeroSat Corporation Terms and Conditions

"Seller" means Astronics AeroSat Corporation, and Astronics AeroSat Corporation is to be specified in the Contract, Purchase Order, or Order as the supplier of the Goods and/or Services. "Purchaser" means the person, firm or company specified in the Contract, Purchase Order, or Order to be supplied with the Goods and/or Services by the Seller.

"Contract," "Purchase Order," or "Order" means the document bearing a unique reference number detailing the Goods and/or Services to be supplied, the price thereof and other relevant details of the agreement for sale and purchase to which these Terms and Conditions apply. "Goods" means the equipment, materials and/or other items to be supplied pursuant to the relevant Contract, Purchase Order, or Order.

"Services" means the installation, testing, engineering, or other agreed technical assistance to be supplied pursuant to the relevant Contract, Purchase Order, or Order.

2. Entire Agreement.

- a. Unless specifically agreed in writing to the contrary, these Terms and Conditions together with specifications, drawings and other documents incorporated in writing and agreed to by both parties shall constitute the entire agreement and contract between the Seller and the Purchaser in respect of the purchase and sale of the specified Goods and/or Services. These Terms and Conditions shall supersede and take precedence over any other terms or conditions as may be shown or referred to unilaterally in any other correspondence or implied by trade custom practice or course of dealing and any such prior representations or understandings and any such purported provisions to the contrary are hereby expressly excluded.
- b. The Goods sold hereunder shall conform to Seller's standard specifications in existence at the time delivery is made unless otherwise set forth in the Contract, Purchase Order, or Order and agreed to in writing by both parties.
- c. Each order is subject to acceptance by Seller. No order shall be deemed a contract until and unless Seller's employee or representative makes acceptance in writing. The Seller will accept the Contract at its office at 220 Hackett Hill Rd., Manchester NH 03102 and the Contract is deemed to have been entered into regardless of the residence of the Purchaser or destination of the products or services contracted for herein.
- d. Any special provisions must be set out in the Contract, Purchase Order, or Order and agreed to in writing by the Purchaser and Seller.

3. Quotations. Unless otherwise specified herein, prices quoted are valid for 60 days from the date of quotation. A quotation by the Seller does not constitute a Contract and the Seller reserves the right to withdraw or amend the same at any time prior to the Seller's acceptance of the relevant Contract, Purchase Order, or Order.

4. Prices.

Unit prices apply only to the specific quantities and delivery schedule shown. Any variation in quantity, specifications and/or date of delivery may necessitate a revision to the unit price. All prices quoted are FCA or EXW Manchester NH, USA in U.S. dollars. Seller reserves the right to revise and announce new prices for any Goods and/or Services. Quoted prices will be honored if an order is received prior to the expiration of a valid quotation in accordance with Article 3 above outstanding at the time of the price change. Subsequent orders for the same equipment are subject to the revised or newly announced prices.

All prices are exclusive of all sales, use and other taxes, duties, or charges, domestic or foreign. Purchaser shall be responsible for the payment of any and all taxes, duties, levies, fees and other charges including any related interest and penalties that are or may be imposed by any non-US governmental entity with respect to (i) the sale and importation of the (products), (ii) the providing of services as contemplated hereby, (iii) the payment for the (products), and (iv) otherwise with respect to the transactions contemplated by these Agreements (including, without limitation the execution of the Agreements). To the extent that work permits are required for Seller's personnel temporarily located in (the relevant country), Purchaser shall bear the cost of obtaining and maintaining such work permits.

5. Terms of Payment.

DOMESTIC: Unless otherwise agreed in the specific offer or order, the Purchaser will forward full payment at time of invoicing for those services rendered within net 30 days. If the Purchaser delays manufacture, the order price shall be increased in the event Seller incurs during the period of delay any vendor or supplier price increases applicable to the goods under contract with Purchaser. Seller may at any time and from time to time, in its sole discretion, limit or cancel the credit of the Purchaser as to time and amount and, as a consequence, may demand payment in cash before delivery of any unfulfilled portion of this Contract, and failure of the Purchaser to make any such payment within 10 days after demand shall constitute default under the Contract. Approval of credit for one or more deliveries or orders shall not be deemed a waiver of the provisions of this paragraph. Purchaser hereby represents to Seller that it is now solvent and agrees that each acceptance of delivery of the products sold hereunder shall constitute reaffirmation of this representation. If, in the judgment of Seller, the financial condition of Purchaser at any time does not justify continuance of production or shipment on the terms of payment originally specified, Seller might upon ten (10) days notice, require full or partial payment in advance, regardless of the payment terms originally specified. In the event of bankruptcy or insolvency of Purchaser, Seller may cancel any order then outstanding and receive reimbursement for its cancellation or termination liability charges.

a. Each shipment shall be considered a separate and independent transaction and payment made accordingly. Seller reserves the right to ship to its order and make collection by sight draft, with bill of lading attached.

Prior to shipment, payment may be effected via electronic file transfer (EFT) to the bank account of the Seller.

b. If the order is deemed to be a non-standard product, extends beyond 90 days to manufacture and ship, and/or the order exceeds \$250,000, then progress payments over the course of the delivery time period may be required and specified in the Contract.

c. All amounts past due shall bear interest at the rate of 2% per month, or any lower amount (required by law), from the date due until paid.

d. Purchaser agrees to pay legal fees incurred by Seller to collect any unpaid balance due or to otherwise enforce the rights of Seller hereunder by legal proceedings or otherwise.

SALES OF GOODS OUTSIDE THE U.S.: Unless otherwise agreed in the specific order, Purchaser will provide the Seller 50% down payment and an Irrevocable Letter of Credit confirmed by a U.S. Bank for full remaining contract price inclusive of all specified charges and payable at sight. All Letters of Credit will be established in accordance with Seller's current guidelines for establishing a Letter of Credit. If Purchaser delays shipments, Seller will also invoice Purchaser for handling and monthly storage fees at the current market rates. These charges will be invoiced separately and payment in full must be received prior to shipment. Warranty commences as though shipment has been made as specified on the Letter of Credit. The other provisions set out in this Article 5 under Domestic also apply except as modified in this paragraph.

6. Delivery

- a. Delivery time quoted is Seller's best estimate and shall begin at acceptance of the Contract and Purchaser's down payment. Seller shall not be liable for any delay in performance or inability to perform occasioned by any Force Majeure conditions beyond its control or beyond the control of its suppliers or subcontractor.
- b. Unless otherwise specifically provided, delivery of the Goods shall be made FCA or EXW Manchester NH, USA at which time the title and risk of loss shall pass to the Purchaser, notwithstanding the fact that Seller may have selected the Carrier. Seller shall in no way be responsible for the safe arrival of the shipment. Title shall also pass to Purchaser regardless of any provisions for payment of freight or insurance by Seller.
- c. In any case where Goods are sold on the basis of any other international trade term, the meaning of such term contained in INCOTERMS (2010) shall apply as if expressly incorporated herein except insofar as any part of the same may be inconsistent with any of the provisions contained in these conditions.
- d. In the case that the Contract involves more than one delivery, and default is made in payment on the due date, the Seller shall have the right to suspend all or any further deliveries pending payment or to terminate the Contract in its entirety by notice in writing to the Purchaser.
- e. If Purchaser delays shipment, Seller may invoice, shipment shall be deemed to have occurred for warranty purposes and payments are to be made as though shipment has been made as specified.
- f. In the event Purchaser delays shipment(s), Seller will also invoice Purchaser for handling and monthly storage fees at the current market rates. These charges will be added to the corresponding invoice and payment in full must be received prior to shipment.

7. Cancellation and Returned Goods.

The Purchaser may cancel an order only upon written notice sixty (60) days prior to shipment, and upon payment to Seller of all reasonable cancellation and/or termination liability charges. Orders which are canceled prior to shipment, if standard products, are subject to a minimum 20% restocking charge for those items already in production or in finished goods inventory awaiting shipment to Purchaser. Orders which are canceled prior to shipment, if those items are "special" or "custom" items designed or modified to the Purchaser's specifications, are essentially non-cancelable for that portion in production or in finished goods inventory awaiting shipment to the Purchaser, and are subject to full recovery costs and profit or an agreed payment in accordance with a termination liability payment schedule. Orders that are canceled after shipment to Purchaser, whether standard or special, remain the property of the Purchaser and subject to payment in full.

8. Packaging and Shipping.

- a. Unless otherwise specified, prices are quoted exclusive of shipping, taxes, duties, or other charges. Equipment for Domestic (CONUS) sites shall be shipped in standard commercial packaging for truck or air transport only. Export packing for air shipment will be quoted upon request. When special or export packaging is required or requested, the cost of the special packaging will be separately invoiced to Purchaser. Unless otherwise stated, the FCA or EXW (INCOTERMS 2010) point is Manchester NH, USA.
- b. Unless expressly prohibited by the Contract, partial shipments shall be accepted.
- c. Unless agreed in writing prior to shipment, Purchaser shall have sole control and discretion with respect

to mode of transportation, routing and any other matters connected with, related to or involved in transportation of the Goods, otherwise Seller may accept these responsibilities.

- d. Shipping dates specified herein or otherwise communicated to Purchaser are approximate only. Seller does not and shall not guarantee any shipping date unless such guarantee and the terms thereof are specifically agreed to in writing. Any such guarantee shall be strictly limited to the exact terms so stated.

9. Inspection.

Unless otherwise agreed in writing, the Goods are subject to Seller's standard inspection and/or testing at place of manufacture. Purchaser may inspect the Goods and/or witness testing at Seller's facility or at such other place as Seller, in its sole discretion, shall designate, and Purchaser's consequent approval or rejection of the Goods must be made prior to shipment. Purchaser's failure to inspect will constitute acceptance. Where Purchaser has inspected the Goods prior to shipment, Purchaser shall have no right whatsoever to inspect, reject or revoke its acceptance of the Goods after shipment. Purchaser is responsible for any charges associated with witnessed testing beyond the normal level of activity for routine test activities, as defined on the Contract, Purchase Order, or Order.

10. Delay and Force Majeure.

The Seller shall not be liable for delays in performance of its obligations and the date on which the Seller's obligations are to be fulfilled shall be extended for a period of time caused by the delay when the delay was due to causes beyond the Seller's control and not due to its fault or negligence, which Force Majeure causes include but are not limited to, the following:

- a. Acts of God, unforeseeable circumstances, acts (including delay or failure to act) of any governmental authority (De Jure or De Facto), wars (declared or undeclared), riot, revolution, terrorism, hijacking, fires, strikes, labor stoppage, sabotage, epidemics, prohibition of import or export of goods or products, and interruptions of essential services and supplies such as electricity, natural gas, fuels and water.
- b. Inability due to causes beyond Seller's reasonable control to timely obtain from subcontractor necessary and proper materials, components, facilities, and, when the subcontractor has excusable causes as listed above and such items cannot reasonably be obtained from another source. Partial failure of performance due to any of the aforementioned causes shall not in itself terminate this Contract or excuse any failure by Seller to resume all obligations. In the event Seller is affected in the performance of its obligations by any of the aforementioned causes, it shall give the Purchaser prompt written notice of that fact together with satisfactory evidence substantiating that said cause prevents performance, as well as a declaration specifying the steps being taken by the Seller to remove such cause of nonperformance and to minimize its effects, and shall continue the performance of its other obligations under this Contract.

11. Description and Data.

- a. Goods and/or Services will be supplied substantially as described in Seller's applicable brochures and data sheets and where the Seller is the manufacturer, the right is reserved to make design changes which however will not lower the performance of the Goods, or increase the price. Where the Seller is not the manufacturer, Goods and/or Services will be those supplied to the supplier/manufacturer's current specification and data sheets.
- b. The Seller shall make reasonable efforts to ensure the accuracy of technical data or literature relating to the Goods, but the Seller (so far as permitted by law) accepts no liability in contract, tort or otherwise for any damage or injury arising directly or indirectly or in consequence of any error or omission in such technical data or literature.

c. It shall at all times be the Purchaser's responsibility to ensure that the Purchaser's specifications are correct and/or sufficient for the use intended by the Purchaser and the Purchaser must satisfy itself on this point.

12. Warranty.

Seller warrants the items ordered hereunder at the time of shipment to be free from defects in material, workmanship, and to conform to the contract specification, provided that any nonconformance which does not affect performance of the Goods will not be a failure to meet this warranty. Seller's liability under this Warranty shall terminate twenty-four (24) months after date of first installation on an aircraft or thirty (30) months from the date of shipment from Seller's facility, whichever comes first. Some individual products include extended warranties as stated in brochure(s) and extended warranties may be purchased as requested and quoted. Written notice of any defects shall be given Seller upon discovery and Seller shall promptly correct such defects by repair or replacement, at its option, without charge, either FCA Seller's plant or service in the field. After the warranty period stated herein has expired, some manufacturer's and/or licensor's warranties may still be in effect, and the Purchaser shall look solely to such manufacturer and/or licensor for warranty repair. **IN NO EVENT SHALL SELLER'S LIABILITY UNDER THIS WARRANTY EXCEED THE COST OF REPAIR OR REPLACEMENT OF SUCH DEFECTIVE ITEM AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR SPECIAL, CONSEQUENTIAL INCIDENTAL DAMAGES.** Seller will have no duty to provide warranty service for any Goods for which any of the following has occurred:

- a. Any installation, maintenance or use of the Goods not in accordance with the Seller's delivered product manuals; Any failure to inspect or maintain the Goods in accordance with the Seller's written instructions;
- b. Any use of the Goods in conjunction with components other than those demonstrated to Seller's reasonable satisfaction in either the Seller's integration lab or the Purchaser's integration lab;
- c. Any installation of the Goods not approved by the FAA, or any repair or modification of the Goods (including any software therein) made by someone other than Seller or a third party at Seller's direction;
- d. Any failure of the Goods not attributable to Seller (including any neglect, misuse, abuse, vandalism, mishandling, improper storage or shipping, tampering, damage, or removal or breakage of any markings, serial numbers or seals); or
- e. The warranty claim is received by Seller after the warranty has terminated.

THIS WARRANTY CONSTITUTES SELLER'S SOLE AND EXCLUSIVE LIABILITY HEREUNDER AND PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE OR NONCONFORMING ITEMS AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS IMPLIED OR STATUTORY (INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

13. Patent and Copyright Indemnification.

If Purchaser receives a claim that any product or part thereof manufactured by Seller, or its subcontractor, infringes any U. S. patent or copyright, Purchaser shall notify Seller promptly in writing and give Seller all available information, assistance and exclusive authority to evaluate, defend and settle such claim. Seller shall then, at its own expense and option, either (1) settle such claim, (2) procure for Purchaser the right to use such product, (3) replace or modify the product to avoid infringement, (4) remove it and refund the purchase price (including any installation costs) less a reasonable amount for depreciation, or (5) defend against such claim. If any court of competent jurisdiction holds such product to constitute infringement, Seller shall pay any costs and damages finally awarded on account of such infringement; and if the use of such

product is enjoined, Seller shall take at its option one or more of the actions under (2), (3), or (4) above.

Seller shall not indemnify Purchaser if any infringement or claim is based upon (i) product developed at Purchaser's request and in accordance with its specifications, (ii) product modified by Purchaser or its customer, or any other third party, or (iii) the interconnection or use of the Product in combination with equipment or software not made, applied, or approved by Seller if the combination causes the infringement. The rights and obligations of the parties with respect to such patents and copyrights are solely and exclusively as stated herein. The patent and copyright obligations cited above are in lieu of all other patent and copyright warranties whatsoever, whether oral, written, express or implied.

14. Sales Conveys no License.

The Purchaser does not receive any right or license, express or implied, under any patents, copyrights, trade secrets, or the like of the Seller or its licensors under this Agreement except the limited rights to use the Goods provided under this Agreement. Any software delivered to Purchaser pursuant to the relevant Contract, Purchase Order, or Order (including any present in the Goods) will remain the property of Seller or its licensors, and use thereof by Purchaser or customers of the Purchaser will be subject to the terms and conditions provided therewith, including with respect to third party licensors.

15. License and Consents.

If any license or consent of any government or other authority shall be required for the acquisition or use of the Goods by the Purchaser, the Purchaser shall obtain the same at its own expense and if necessary or so required shall produce evidence of the same to the Seller on demand.

16. Limitations of Liability.

Seller's liability of any claim of any kind including negligence, for any loss or damage arising from, connected with, or resulting from this Contract, or from the performance or breach thereof, or from the design, manufacture, sale, delivery, installation, inspection, operation or use of any equipment covered by or furnished under this Contract, shall in no case exceed the purchase price of the Goods which gives rise to the claim. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, OR WARRANTY, OR NEGLIGENCE, OR OTHER ALLEGED ACTION, SHALL SELLER BE LIABLE FOR SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF USE TO THE EQUIPMENT OR AN ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWN-TIME COSTS, OR CLAIMS OF CUSTOMERS OF THE PURCHASER FOR SUCH DAMAGES.

17. Subcontracting.

The Seller reserves the right to sub-contract at its discretion any part of the work or the supply of any Goods and/or Services for which the Seller provides a quotation.

18. Termination.

The Seller may at its option terminate the Contract, the Purchase Order(s), or Order(s) placed upon the happening of one or more of the following events: (a) The Purchaser is in breach of any obligation to the Seller and such breach where capable of remedy be not remedied following the expiry of thirty (30) days from the date of notification from the Seller to the Purchaser specifying such breach; or (b) If the Purchaser becomes bankrupt; or if a receiving order is made against the Purchaser; or the Purchaser shall pass a resolution or enter into a Deed of Company Arrangement with its creditors; or the court shall make an order that the Purchaser shall be wound up; or if a receiver shall be appointed for any of the assets or undertaking of the Purchaser; or if circumstances shall arise which entitle the court to make a winding-up order; or if the

Purchaser takes or suffers any similar action in consequence of debt.

19. Waiver.

The failure by either party to the Contract to exercise or enforce any rights conferred by the Contract shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

20. Notices.

Any notice required or permitted to be given hereunder may be given by certified mail, personal delivery, e-mail, or facsimile. Noticed sent by certified mail shall be deemed to be served seventy-two (72) hours after placement into the airmails, postage prepaid to address. Notice given by e-mail or fax shall be deemed to have been received on the date, in normal course, it would be delivered. Until changed by written notice, given by either party to the other, the contact information of the parties shall be as specified in the applicable Contract, Purchase Order or Order.

21. Governing Law.

This Contract shall be governed and construed in accordance with the laws of the State of New Hampshire without resort to its conflict of laws rules. If a court of competent jurisdiction determines one or more provisions of this Agreement illegal or invalid, that determination shall not affect the enforceability of the remaining provisions to the extent they can be given effect without the illegal or invalid provision. Any legal action including actions to enforce the Arbitration Decision will be brought in the courts within the State of New Hampshire. Purchaser irrevocably consents to the jurisdiction of the courts of the State of New Hampshire for any and all disputes related to this Contract.

22. Arbitration.

All disputes in connection with the Contract or the execution thereof shall be settled through friendly negotiations. In case no settlement can be reached, the case may then be submitted for arbitration in accordance with the Commercial Arbitration Rules promulgated by the American Arbitration Association. The Arbitration shall take place in Boston MA or other site mutually agreed upon by the parties, and the decision of the Arbitrator(s), appointed in accordance with said Rules, shall be final and binding upon both parties; neither party shall seek recourse to a law court or other authorities to appeal for revision of the decision. Arbitration fee shall be borne by the losing party. In the course of arbitration, both parties shall continue to execute the present Contract except those issues under arbitration.

23. Export Licensing/ITAR Representation.

The Purchaser agrees to comply with all applicable U.S. export and import laws and regulations, including the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations (EAR) governing the export of any controlled technical data provided under this Agreement. Any such controlled technical data is not to be placed in the public domain, exported from the U.S., or given to any Foreign Person in the U.S., without the prior, specific written authorization of the Seller and the U.S. Department of State or the U.S. Department of Commerce as applicable. A Foreign Person is any individual who is not a U.S. citizen or lawful permanent resident in possession of an Immigration and Naturalization Service I-551 "Alien Registration" (a.k.a. "Green Card"). Notwithstanding anything that may be to the contrary herein, the Purchaser's obligation to adhere to U.S. export and import laws and regulations shall survive the expiration or termination of this Agreement.

24. Compliance with Applicable Laws.

a. Federal, State, and Local Laws. Purchaser agrees and warrants that Purchaser's performance under this Contract shall comply with all applicable laws, orders, rules, regulations, ordinances, permits and licenses that governs or applies to the sale of Goods and Services. Purchaser shall procure all licenses/permits (including approvals, and certifications required in any country or jurisdiction prior to import), pay all fees, and shall comply with all applicable guidelines and directives of any local, state, and/or federal governmental authority.

b. Foreign Corrupt Practices Act and Anti-Bribery Laws. Purchaser agrees that in connection with activities under this Agreement it shall not make or promise to make any improper payments, or provide or offer to provide anything of value, directly or indirectly, to government officials or other parties in violation of the Foreign Corrupt Practices Act or other applicable anti-bribery laws.

25. Offset/Countertrade.

THIS CONTRACT DOES NOT INCLUDE ANY OFFSET/COUNTERTRADE COMMITMENT. SHOULD THE PURCHASER REQUIRE ANY OFFSET/COUNTERTRADE AS A CONDITION OF PURCHASE, THE SELLER RESERVES THE RIGHT, AT ITS OPTION, TO TERMINATE ANY ORDER HEREUNDER OR THIS CONTRACT ITSELF, OR TO RESCIND OR REVISE ITS OFFER AND PRICE.