

# Kaman Aerospace Corporation

## Purchase Order Conditions – Conditions of Purchase

Acceptance of this order, commencement of performance, or any shipment of goods pursuant hereto shall constitute Vendor's acceptance of these standard terms and conditions of purchase as the only conditions applying to the purchase and sale of said goods, unless other conditions are agreed to in writing, signed by authorized representatives of Kaman and the Vendor respectively.

### 1. Specifications

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Vendor shall comply with any specifications stated on the face of this order and with any applicable United States Government Specifications. Upon request Vendor shall furnish Kaman with a Certificate of Performance executed by an authorized representative of Vendor setting forth Vendor's compliance with all applicable specifications.

- a. Terms of payment shall be by check net 30 days after receipt of accepted invoice or as negotiated with the vendor.

### 2. Inspection

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Kaman and/or Kaman's customer, representative, designee, or (if the face of this order bears a Government prime contract number or if this order is a subcontract under a government prime contract) representatives of the United States Government shall have the right to inspect and test all work under this order at all reasonable times including during manufacture. Vendor and all its sub-tier vendors and vendors shall furnish without additional charge all reasonable facilities and assistance for safe and convenient inspections and tests.

Notwithstanding any prior inspection, the passage of title at the F.O.B. point, or any prior payment, all supplies are subject to final inspection and acceptance at Kaman's plant. If the time for final inspection is not specified on the face of this order, such final inspection shall be made within one hundred eighty (180) days after receipt of the supplies and all required and properly completed paperwork and certifications at Kaman's plant.

If any supplies are found to be defective or otherwise not in conformity with the requirements of this order, or required paperwork and certifications are not in compliance with the requirements of the purchase order, Kaman, in addition to its other rights and remedies, may reject such supplies and require either their prompt correction or their replacement at Vendor's expense, including shipping and packing charges. Alternatively, Kaman may at its option repair or replace such nonconforming supplies at Vendor's expense. Any supplies previously rejected shall not be resubmitted for Kaman's acceptance without concurrent notice of the prior rejection. No action taken by Kaman under this section shall be deemed to extend any delivery dates specified on the face of this order.

All risk of loss of or damage to the supplies to be delivered hereunder shall be upon Vendor until such supplies are delivered at the F.O.B. point specified on the face of this order; but Vendor shall bear all risk of loss of or damage to (i) improperly packed supplies during transport to the point of and prior to final inspection and (ii) supplies rightfully rejected by Kaman after notice of rejection to Vendor until such supplies or replacements therefore are redelivered, except for any loss or destruction of, or damage to, such rejected supplies resulting from negligence of officers, employees or agents of Kaman acting within the scope of their employment.

In addition to its other rights and remedies Kaman may charge back to Vendor's account the amount paid for rejected supplies pending redelivery of same or replacements therefore.

Kaman's rights and remedies under this paragraph shall be in addition to and shall not be deemed to diminish its rights and remedies provided by law or under the paragraph hereof entitled "Warranty", and no action taken by Kaman under this paragraph shall be deemed to extend any delivery dates specified on the face of this order.

## 3. Warranty

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- a. In addition to all warranties implied by law Vendor represents and expressly warrants to Kaman, its successors and assigns and to customers and users of Kaman's products that all supplies (which term as used in this order includes goods and services) called for by this order (i) will conform to applicable specifications and to the drawings, samples or other descriptions furnished by Kaman or Vendor and that all such supplies shall be non-surplus goods of new manufacture, good quality, and free from defects in material and workmanship; (ii) if of Vendor's design, shall be free from defects in design; and (iii) shall be suitable for the purposes intended, whether expressly or reasonably implied.
- b. Vendor shall, at its own expense and as directed by Kaman, replace or correct any supplies which are defective or otherwise nonconforming promptly upon receipt of notice from Kaman, and Vendor agrees to proceed with correction of any such defects in a manner satisfactory to Kaman. Vendor shall assume all risk of loss of or damage to supplies which are to be corrected or replaced pursuant to this warranty from the date on which Vendor is notified of the defect or other nonconformity until the corrected supplies or replacements are received at the destination(s) designated by Kaman. Kaman may charge back to Vendor's account the amount paid for nonconforming supplies pending redelivery of same or replacements therefore. Alternatively, Kaman may at its option screen, sort, and repair or replace such nonconforming supplies at Vendor's expense, charging such expense back to Vendor's account.
- c. All implied warranties and all warranties set forth in this order shall survive delivery, and shall not be deemed to have been waived by acceptance or inspection of or payment for the goods and services.

## 4. Changes

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- a. Kaman may at any time by written order to Vendor and without notice to sureties, if any, make changes within the general scope of this order in any one or more of the following: (1) shipping and billing instructions; (2) quantity of supplies ordered; (3) drawings or specifications; (4) delivery schedules; and (5) place of delivery.
- b. Vendor shall proceed promptly to make such changes in accordance with the terms of Kaman's written order. If any such change causes an increase or decrease in the cost of performance of this order, or in the time required for performance, an equitable adjustment shall be made in purchase order price or the delivery schedule or both and this order shall be amended in writing accordingly. Any claim by Vendor for adjustment under this clause shall be asserted within thirty (30) days after the date of the written order effecting the change. In the absence of such notification Kaman shall not be obligated to consider Vendor's claim for an equitable adjustment resulting from the change, and in no event shall Kaman be obligated to consider any claim for an increase in price after final payment to Vendor hereunder. Where the cost of property made obsolete or excess as result of a change is included in Vendor's claim for adjustment, Kaman shall have the right to prescribe the manner of disposition of such property. Nothing in this paragraph or order shall excuse Vendor from proceeding with the order as changed.

## 5. Insurance

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Vendor shall maintain insurance coverage in amounts not less than the following: (a) Workers' Compensation - Statutory limits for the State or States in which this order is to be performed (or evidence of authority to self-insure); (b) Employer's Liability - \$500,000; (c) Comprehensive General Liability (including Products/Completed Operations and Blanket Contractual Liability) - \$1,000,000 (\$5,000,000 in the event this purchase order relates to aircraft products) per occurrence Bodily Injury and Property Damage combined single limit; and (d) Automobile Liability (including owned, non-owned and hired vehicles) - \$1,000,000 per occurrence Bodily Injury and Property Damage combined single limit. At Kaman's request, Vendor shall furnish to Kaman certificates of insurance setting forth the amount(s) of coverage, policy number(s) and date(s) of expiration for insurance maintained by Vendor and, if further requested by Kaman, such certificates will provide that Kaman shall receive thirty (30) days prior written notification from the insurer of any termination or reduction in the amount or scope of coverage. Vendor's purchase of appropriate insurance coverage or the furnishing of certificates of insurance shall not release Vendor of its obligations, liabilities or indemnities under this order. In the event of Vendor's breach of this provision, Kaman shall have the right to cancel the undelivered portion of any goods or services covered by this order and shall not be required to make further payments except for conforming goods delivered or services rendered prior to cancellation.

## 6. Indemnity

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Vendor agrees to indemnify and hold harmless Kaman and all persons claiming under Kaman against all claims, demands and liability, any and all losses or expenses relating thereto, for unfair competition and for actual and alleged infringement of any patent, trademark, copyright or trade name by the supplies covered by this order, unless the same are made to Kaman's drawings, designs or specifications. Vendor further agrees to indemnify and hold harmless Kaman and any customer of Kaman against loss or expense by reason of the liability imposed by law upon Kaman or its customers for damages because of bodily injury or property damage, accidentally sustained by any person arising out of or in consequence of the performance of Vendor's work whether such injuries, to persons or property, are due or claimed to be due to any negligence of Vendor, the owner, its or their employees or agents, or any other person. Vendor further agrees to indemnify and hold harmless Kaman, its successors and assigns from and against any and all claims, losses, costs or damages based upon or arising out of (1) any defect in any item furnished under this order, (2) any construction, installation, services or facilities furnished under or in connection with this order, (3) the use of any equipment or goods furnished to Kaman on an experimental basis, or (4) any violation by Vendor of any governmental law, ordinance, regulation or order with respect to any item, service or process sold or furnished under this order.

## 7. Disclosure of Ideas and Devices

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- a. Except as may be required to allow the Vendor to perform on a separate, direct US Government contract, and only as authorized under that contract, all information, specifications, and drawings furnished to Vendor by Kaman in connection with this order shall be used only in the manufacture of items or the performance of services for Kaman under this order, and shall not be disclosed by Vendor or used for any purposes other than the performance of this order. In addition, Vendor shall limit disclosure of all information submitted by Kaman, including drawings, specifications, data on CD's, or other media, encryption devices unless authorized in writing by Kaman. Upon completion of this Purchase Order, unless directed by Kaman, Vendor shall return or destroy to Kaman's satisfaction all documentation and embodiments of Kaman's Proprietary Information. In the absence of a written agreement to the contrary, all information, specifications, and drawings furnished to Kaman in connection with this order shall be considered nonproprietary and may be used or disclosed to third parties by Kaman as Kaman chooses. Restrictions on data are only applicable to data furnished by Kaman under this order.
- b. Any invention, sole or joint, made by employees of Vendor and arising out of the subject matter of this order, as amended or extended, shall be fully disclosed and completely assigned by Vendor to Kaman without further compensation.

## 8. Assignment

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Neither this order nor its performance nor any rights of Vendor herein, other than claims for money due or to become due Vendor hereunder, may be assigned or otherwise transferred by Vendor without prior written consent of Kaman. Claims for money due to Vendor from Kaman arising out of this order may be assigned, but Kaman shall not be bound by any such assignment unless and until Kaman shall have received written notice and an executed original of the instrument of assignment, and suitable documentary evidence of Vendor's authority so to assign. All payments of money due made by Kaman prior to receipt by Kaman of the above evidence of assignment shall be fully credited against Kaman's obligation under this order. In no event shall copies of plans, specifications or other similar documents relating to work under this order be furnished to any Assignee as part of any assignment of money due, nor shall the order be so delivered if the same is designated on the face hereof as Classified under Government security requirements.

## 9. Subcontracting

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Vendor agrees that it will not enter into a subcontract for the procurement of end items covered by this order in completed or substantially completed form, without first obtaining the written approval of Kaman.

## 10. Material, Tooling, and Equipment Furnished to Vendor

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- a. All material, tooling and equipment which Kaman or the Government is required hereunder to furnish to Vendor shall be delivered in sufficient time to enable Vendor to meet its delivery schedule. If any such material, tooling or equipment is not delivered to Vendor in sufficient time, the resultant delay of Vendor in delivery to Kaman shall be excusable. Neither Kaman nor the Government shall have any liability to Vendor by reason of any delay in delivery of, or failure to deliver, any such material, tooling or equipment; and if, as a result of any such delay in delivery or failure to deliver, Kaman shall terminate this order, either of its own accord or due to the Government's termination of its contract with Kaman, such termination shall be for the convenience of Kaman and settlement shall be made in accordance with Condition No. 13(b) hereof.
- b. If any material, tooling, or equipment is furnished by Kaman or the Government for performance of this order, all risk of loss of or damage to such material, tooling or equipment, other than from ordinary wear and tear, shall be upon Vendor until the same has been redelivered to Kaman or the Government. Vendor shall properly segregate, identify, maintain and protect all such material, tooling and equipment and shall use the same only in the performance of this order. Title to any such material, tooling or equipment shall remain in Kaman or the Government, as the case may be.
- c. Vendor shall not be required to account to Kaman for the proceeds from the sale of scrap generated during the performance of this order by the processing of material furnished by Kaman or the Government; provided, however, that Vendor shall replace by purchase from Kaman at Kaman's price then current any such material lost or damaged

because of spoilage, breakage or defective workmanship in excess of any allowance made therefore by Kaman. Upon completion of this order, any of the material furnished by Kaman or the Government and not consumed in the performance of this order, and any tooling or equipment furnished by Kaman or the Government, shall be disposed of in accordance with instructions from Kaman or the Government.

- d. When Kaman or the Government furnishes any material, in whole or in part, for the supplies called for hereunder, Vendor shall not substitute material from any other source nor shall Vendor alter the physical or chemical properties of the material furnished to it except in accordance with applicable Kaman specifications or except with Kaman's written approval; in addition, Vendor agrees that all "Domestic Specialty Metals" shall be melted in the United States.
- e. Vendor must perform at its own expense physical inventories of tools in their possession. At a minimum, all tools will be inventoried annually by program, and at contract closing. The interval and timing of these inventories will be coordinated with Kaman. Tools should be checked to verify condition, tool number and ownership are clearly identified and when required stamped on tools and the results submitted to Kaman.

## 11. Excusable Delays

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- a. Vendor shall not be charged with any liability for failure or delay in making deliveries when such failure or delay is due to any cause beyond the control and without the fault or negligence of Vendor; provided that Vendor shall give to Kaman prompt notice in writing when it appears that such cause will delay deliveries under this order. If any such failure or delay shall threaten to impair Kaman's ability to meet delivery requirements for its products or to meet other contractual obligations, Kaman shall have the right, at its option and without being under any liability to Vendor, to cancel by notice in writing to Vendor the portion or portions of this order so affected.
- b. Kaman shall be excused for failure or delay in its performance herein due to any cause beyond its reasonable control and without its fault or negligence.

## 12. Inspection of Records and Plant

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Vendor agrees that its books, records and its plant, or such parts of its plant as may be engaged in the performance of this order, shall at all reasonable times be subject to inspection and audit by any authorized representative of Kaman in the case of commercial products, or by any Department of the United States Government if the face of this order bears a Government prime contract number or if this order is a subcontract under a government prime contract. This right of access shall also apply to any and all sub-tier vendors and vendors of vendor under this order, except as otherwise negotiated with Kaman or Kaman's customers".

## 13. Termination

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- a. Default. To the extent permitted by Law, Kaman shall have the right to terminate this order or any part hereof without further cost or liability to Kaman in the event of the happening of any one or more of the following: the commencement by Vendor of a voluntary case in bankruptcy; the commencement against Vendor of an involuntary case in bankruptcy, if such case is not dismissed within thirty (30) days from the date of filing; the appointment of a receiver or trustee for Vendor, if such appointment is not vacated within thirty (30) days from the date thereof; the execution by Vendor of an assignment for the benefit of creditors; Vendor's failure to make or delay in making deliveries hereunder which failure or delay is not otherwise excusable hereunder; Vendor's failure to provide adequate assurance of due performance when Kaman has reasonable grounds for insecurity with respect to such performance and following a written demand by Kaman for such assurance; or other failure of Vendor to perform in accordance with this order. In the event Kaman terminates this order in whole or in part as provided in this subparagraph, Kaman may procure, upon such terms at a price deemed fair and reasonable and in such manner as Kaman may deem appropriate, supplies and services similar to those so terminated, and Vendor shall be liable to Kaman for any excess costs for such similar supplies and services; provided, that Vendor shall continue the performance of this order to the extent the same is not terminated.
- b. Convenience. Kaman may terminate this order in whole or in part whenever it determines for any reason that such termination is in its best interest and/or in accordance with the clause set forth in FAR 49.502, which clause as in effect on the date of this order, is incorporated herein by reference and made a part hereof except that, in lieu of the period set forth therein, Vendor shall submit its termination claim not later than four (4) months from the effective date of termination. The provisions of this subparagraph shall not limit the right of Kaman to terminate this order for default.
- c. Upon termination by Kaman of all or any part of this order by reason of any default by Vendor, Kaman, in addition to any other lawful remedies, may at its option require Vendor to transfer to Kaman all materials, work in process, completed goods, tooling, plans and specifications allocable to the cancelled portion of this order, in which event Kaman shall credit Vendor with the fair value of such items transferred to Kaman.
- d. If this order is a subcontract and is terminated for convenience as a result of the termination of a higher level contract or prime contract, then Vendor's termination recovery, if any, shall not exceed a prorated share of Kaman's termination recovery, if any, from its customer or the Government as determined by Kaman.

## 14. Compliance with Statutes and Regulations

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Vendor warrants and certifies that in performance of this order (i) it will comply with all applicable statutes, rules, regulations and orders, now in effect or hereafter enacted, of the United States or any agency or department thereof, and of any state or political subdivision of any state, including statutes, rules, regulations and orders pertaining to labor,

wages, hours and other conditions of employment; (ii) It will comply with applicable wage and price controls and ceilings, if any, whether such are imposed by law or are a condition of a related prime contract between Kaman and the Government, and (iii) the supplies delivered hereunder shall be produced in compliance with the Fair Labor Standards Act, as amended, and (iv) it will not export any technical data or other information furnished in connection with this Purchase Order that may be subject to export controls, including to any foreign persons that are employees of Vendor, unless Vendor has verified that such export will not violate US export control laws, including restrictions contained in any export licenses. Except as may be expressly authorized, under a valid export license or export approval issued by the United States Government or authorized license exception. In addition, the Vendor agrees to comply with all other existing and future laws and regulations of any other country or locality which may be applicable in connection with the products or services supplied hereunder. Vendor shall be responsible for providing any information that may be required under applicable laws and regulations. Vendor will not take any illegal action or provide any illegal payment or gratuity to any official representative or agent of any governmental entity or to any other person for the purpose of influencing an official act or any other purpose proscribed by law. Specifically, Vendor will take no action which, if taken by or with the knowledge of Kaman, could be construed as or constitute a violation of the United States Foreign Corrupt Practices Act (U.S. Public Law 95-213). Vendor shall indemnify and hold Kaman harmless from and against all costs, expenses, liabilities and charges incurred, contracted or created by Vendor which has not been specifically authorized by this purchase order. Vendor shall further indemnify Kaman from and against any and all claims, liabilities and damages arising as a result of Vendor's breach of any term or condition of this purchase order.

## 15. Federal Acquisition Regulations – for U.S. Government Subcontracting Only

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- a. There are hereby incorporated herein by reference and made a part hereof the following Federal Acquisition Regulation and DoD FAR supplement clauses as in effect at the date of the prime contract, except for Cost Accounting Standards clauses which are in effect at the date of the subcontract if this order is a subcontract under a Government prime contract as may or may not be evidenced by the inclusion of a Government prime contract number on the face of this order: Refer to Purchase Order Conditions, Addendum at the bottom of this document for a listing of FAR/DFAR clauses.
- b. With respect to the above FAR clauses relating to cost, accounting or pricing, Vendor agrees to indemnify and hold harmless Kaman and all persons claiming under Kaman (1) against all claims, demands, and liability and all losses and expenses relating thereto, including prime contract price reductions for defective cost or pricing data, arising from cost or pricing data furnished by Vendor which was required to be complete, accurate, and current and was submitted to support a cost estimate furnished to the United States Government and (2) against all claims, demands and liability, and all losses and expenses relating thereto, including prime contract price reductions in accordance with the provisions of the Cost Accounting Standards requirements arising from any failure of Vendor to comply with rules,

regulations and standards of the Cost Accounting Standards Board; and the Vendor further agrees to comply with all the requirements of section 114 of the Clean Air Act, as amended (42 U.S.C. 1857, et seq. as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, as amended by Public Law 92-500), and all regulations and guidelines issued thereunder.

- c. It is recognized and agreed between Kaman and Vendor, that since the phraseology of the FAR clauses incorporated by the paragraphs above has been primarily designated for Government prime contracts, words and phrases in the forgoing regulations importing the Government or the prime contractor or their representatives shall, when a fair, reasonable interpretation of the context of this order so requires in order to express properly the subcontract relationship be deemed to refer to Kaman (the buyer) or Vendor or their respective representatives; provided, however, that all reference to "Government" in the patent clauses incorporated herein above shall refer only to the United States Government. Copies of such FAR clauses and information as to the cognizant Contracting Officer shall be furnished by Kaman to Vendor upon request.

## 16. Priority

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In the event of any conflict between the terms specified on the face of this order and any of these Purchase Order Conditions, the terms specified on the face of this order shall prevail.

## 17. Taxes

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Unless otherwise specified the prices set forth in this order include all applicable federal, state and local taxes and duties or other charges.

## 18. Vendor Supplied Services on Kaman's Premises

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If this order covers the performance of services on the premises of Kaman, then notwithstanding any other insurance required to be carried hereunder, Vendor agrees to furnish a certificate from its insurance carriers showing that it carries workers' compensation, automobile liability, public liability, and property damage insurance coverage in amounts satisfactory to Kaman. Such insurance shall name Kaman as an additional insured. If Vendor is a self-insurer for workers' compensation purposes, it must have the Department of Labor or other appropriate department of the state in which the services are to be performed furnish a certificate of same directly to Kaman. Vendor will be and shall remain responsible for all materials and workmanship until the goods or services are completed and accepted by Kaman. Vendor further agrees to accept such premises in their present condition as safe and satisfactory for the work to be performed, and to keep such premises free and clear of all mechanics' liens. Kaman may withhold any and all payments due under this order until Vendor has furnished evidence satisfactory to Kaman that all bills for labor and material referable to this order have been paid in full by Vendor.

## 19. Applicable Law

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All questions concerning the interpretation, construction, performance and enforcement of this order and remedies in the event of default shall be resolved in accordance with the laws of the State of Florida for PO's originating out of Jacksonville, Florida, State of Connecticut for PO's originating out of Bloomfield Connecticut, State of Vermont for PO's originating out of Bennington Vermont, and State of Kansas for PO's originating out of Wichita Kansas.

## 20. Cumulative Rights and Remedies

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The rights and remedies herein reserved to Kaman shall be cumulative and in addition to any other or further rights and remedies provided by law or equity.

## 21. Captions

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Captions as used in this order are for convenience of reference only and shall not be deemed or construed as in any way limiting or extending the language of the provisions to which such captions may refer.

## 22. Acceptance

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The order incorporating these Purchase Order Conditions becomes a binding contract on the terms set forth herein when it is accepted by Vendor's acknowledgment or commencement of performance. This order may be so accepted only on the exact terms herein set forth (including the modes of acceptance specified in the immediately preceding sentence), and no conditions stated by Vendor in accepting this order or in any invoice or order acknowledgment pertaining to this order shall be binding on Kaman if different from or in addition to Conditions set forth herein. No acceptance by Kaman of, or payment for, supplies ordered hereunder shall be deemed a waiver of the preceding sentence or an acceptance of any additional or different terms contained in any acknowledgment, invoice or other form sent or delivered by Vendor to Kaman.

## 23. Time of Essence

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Time is of the essence in the performance by Vendor of this order. Failure of Vendor to make delivery of items or provide services within the time specified on the face hereof, or within any extension specified by written amendment hereto, shall be a breach hereof. If no time is specified herein, Kaman may by reasonable advance notification to Vendor terminate this order in whole or in part if Vendor fails to make delivery of items or to provide services within a reasonable time after the date of this order.

## 24. Affirmative Action Compliance Program

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Vendor certifies that if it has 50 or more employees and it has (i) a subcontract of \$50,000 or more, or (ii) has Government bills of lading which in any 12 month period total or can reasonably be expected to total \$50,000 or more, it has in effect or will develop a written affirmative action compliance program for each of its establishments in accordance with regulations of the Department of Labor published in 41 C.F.R. Chapter 60, and will comply with all applicable filing requirements relating thereto.

## 25. Waivers

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A waiver of any failure on Vendor's part to carry out any condition, term or part of this order shall not act as a waiver with respect to any recurrence of such failure or with respect to a failure to carry out any other condition, term or part.

## 26. Import/Export Requirements

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Vendor shall comply with all import and export laws and regulations of the Vendors country and the United States of America, including but not limited to the International Traffic in Arms Regulations (ITAR) pursuant to the Arms Export Control Act (22 U.S.C. 2778) and the Export Administration Regulations (EAR) pursuant to the Export Administration Act (50 U.S.C. 2401-2420). Vendor acknowledges its obligations to control access to technical data, technical assistance, equipment and services, which may also be collectively referred to as "Goods and/or Services", under US export laws and regulations, and agrees to adhere to such laws and regulations and any authorization(s) issued thereunder with regard to any Goods and/or Services supplied hereunder by Vendor.

Vendor further agrees that for any ITAR or EAR controlled Goods and/or Services, such Goods and/or Services may not be transferred, or otherwise be disposed of in any other country, either in their original form or after being incorporated into other end-items, without the prior written approval of the US Government.

Upon Kaman's request, Vendor shall promptly furnish to Kaman all documentation including, but not limited to, import certificates or end-user certificates from Vendor or Vendor's government, which are reasonably necessary to support Kaman's application for U.S. import or export authorization(s). Kaman shall not be responsible for delays in US importation or exportation of Goods and/or Services supplied hereunder by Kaman due to lack of necessary documentation from Vendor or Vendor's country.

Vendor acknowledges that any Drawings or Specifications furnished by Kaman in connection with any RFQ, or Order, may be subject to export controls, and Vendor shall not export such Drawings or Specifications, including disclosure of such Drawings or Services to foreign persons, including foreign persons who are employees of the Vendor or of any of Vendor's lower-tier vendors, unless Vendor has verified that such export will not violate U.S export control laws, including restrictions contained in any export license.

If applicable, Vendor shall be responsible for obtaining the export license(s) necessary to ship the Goods and/or Services to their final destination, as directed by Kaman. Vendor shall also be responsible for immediately notifying Kaman, in writing, of any designation (or change in designation) of the Goods and/or Services furnished hereunder which results in the Goods and/or Services being classified as "Defense Articles", "Defense Services", or "Technical Data" as those terms are defined in 22 CFR 120-130. Compliance with export laws and regulations shall not relieve the Vendor or Kaman of their individual obligations under this Order and shall not constitute a force majeure or give rise to an excusable delay hereunder.

Vendor may not employ dual country or third country nationals subject to the restrictions of ITAR § 126.1, as may be amended from time to time, to perform any duties or activities that are in any way related to military goods, software, or technology without prior authorization from the relevant government authorities.

## 27. Order of Precedence

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Any Inconsistency or ambiguity in this Purchase Order shall be resolved by giving precedence in the following order: 1) Long term Agreement, if any, 2) Purchase Order, 3) Purchase Order Terms and Conditions, 4) Statement of Work, 5) Drawings, 6) Specifications, and 7) Other documents included herein by reference.

## 28. Equal Opportunity

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**Kaman Aerospace is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. 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. 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. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.**

## 29. Conflict Minerals

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With respect to any and all Goods (if any) delivered under the Purchase Order, Vendor warrants that such Goods will at no time contain any "conflict minerals," as such term is defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, including, without limitation, columbite-tantalite (coltan), cassiterite, gold, wolframite or their

derivatives, or any other mineral or its derivatives determined by the U.S. Secretary of State to be financing conflict in the Democratic Republic of the Congo (DRC) sourced from the DRC or adjoining countries.

Vendor shall, no later than forty-five (45) days following each calendar year in which Vendor has delivered any Goods to the Kaman, under this Agreement or otherwise, complete the Conflict Minerals Reporting Template that will be sent by or on behalf of the Kaman.

## 30. Specialty Metals

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If Vendor delivers any item(s) under this contract that contain Specialty Metals, Vendor agrees that such specialty metals shall be melted in the United States or a qualifying country. The definitions of “specialty metals” and “qualifying countries” are set forth in DFARS 252.225-7009 and apply to this contract provision. This provision also contains DFARS 252.225-7008, 252.225-7010 and 252.225-7012.

## 31. Obsolete Parts

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Kaman may desire to place additional orders for work purchased hereunder. Vendor shall provide Kaman with a last time buy notice at least twelve (12) months prior to any action to discontinue the manufacturing capability or any work purchased under this contract. The vendor/subcontractor agrees to perform an obsolescence/ EOL analysis of product bill of material (BOM)/subassembly/and or component. The purpose of the analysis is to categorize every item in the product as follows: 1. Known obsolescence/EOL component no longer in production by the manufacturer. 2. Potential obsolescence/EOL concern. Component(s) nearing the end of their life cycle. The manufacturer has plans to discontinue component(s) within the next four (4) years. 3. No obsolescence/EOL concern verified by component mfg that component(s) will be available for the next 4 years. The method for the analysis is at the subcontractor’s discretion. The analysis shall be performed once during the execution of this purchase order or no more often than 12 months from the previous analysis. The expected output of the analysis would be a report or matrix that describes obsolescence/EOL detail of item in the BOM categorized as described above.

## 32. Counterfeit Parts

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“Counterfeit work” means work that is, or contains items misrepresented as having been directly designed and/or produced under an approved system or other acceptable method, by the original manufacturer and sold as new (not previously used) product. The primary method of avoiding counterfeit parts is to implement methods of procurement which prioritize original manufacturers, and franchised distributors above all other secondary sources. Procurement from Brokers is not permitted without prior authorization from Kaman, or its customer, if required by the prime contract. Vendor needs to refer to the Kaman Quality Requirements Manual for guidelines on detection and protection against counterfeit

parts. A copy of the Quality Manual is contained in the Kaman Aerospace Aerosystems website in the Supplier Section (refer to appropriate web page for Composite Structures, Integrated Structures & Metallics, and Air Vehicles & MRO) or contact Kaman buyer for a copy. If the Vendors part cannot meet the exact intent of this clause, then the Vendor must notify Kaman prior to the acceptance of an order and shipment of parts.

## 33. Records Retention

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All records are to be retained for the period required by applicable local, state and federal laws and regulations in the U.S and, in the case of foreign operations, for all periods required by applicable law. Records, which provide evidence of conformity to requirements and the effective operation of the Vendor's quality management system, (i.e. vendor test reports, inspection records), shall be maintained for a minimum of ten (10) years following completion of the order unless otherwise specified in the purchase order. The vendor shall not discard or destroy records following the (10) year period without written approval from Kaman. Records shall remain legible, readily identifiable and retrievable.

## 34. Code of Business Conduct and Ethics

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Seller shall comply with the principles of Buyer's Code of Business Conduct and Ethics (the "Code") (as amended from time to time), and Seller shall periodically review the Code for changes. The Code forms part of this Order and is available electronically at <http://www.kaman.com/sites/default/files/Kaman-Code-Conduct-English.pdf>. Seller shall adopt a code of ethical business conduct ("Seller's Code") suitable to its business, and in general conformance with the Code, and abide by Seller's Code. The Seller's Code should require that Seller comply with all pertinent laws and regulations, and address Seller's policies including, but not limited to, workplace health and safety, labor standards, protection of the environment and resources, product safety and quality, export, human trafficking, and anti-corruption.

## 35. Entire Agreement

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This order sets forth the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous communications, representations and agreements, whether oral or written. No agreement or understanding varying or extending the provisions of this order will be binding on Kaman unless in writing and signed by its Purchasing Manager, Purchasing Agent, one of its officers, or other duly authorized representative. No usage of trade or course of dealing shall serve to alter or supplement the terms and conditions herein stated.

# Kaman Aerospace Corporation

## Purchase Order Terms and Conditions Addendum

### PO Terms Addendum Dated 04-01-15

#### **KAMAN FLOWDOWN CLAUSES (clauses incorporated by reference)**

Paragraph 15 of PO Terms and Conditions Changed to Read:

15. FEDERAL ACQUISITION REGULATIONS - FOR U.S. GOVERNMENT SUBCONTRACTING ONLY. (a) There are hereby incorporated herein by reference and made a part hereof the following Federal Acquisition Regulation and DoD FAR supplement clauses as in effect at the date of the prime contract, except for Cost Accounting Standards clauses which are in effect at the date of the subcontract if this order is a subcontract under a Government prime contract as may or may not be evidenced by the inclusion of a Government prime contract number on the face of this order:

<b>FAR/DFARS CLAUSE</b>	<b>DESCRIPTION TITLE (Latest Revision at time of Agreement is to apply, unless otherwise noted)</b>
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies
252.204-7000	Disclosure of Information
252.204-7010	Requirements for Contractor to Notify DoD if the Contractors Activities are Subject to Reporting Under the US International Atomic Energy Agency Additional Protocol.
252.208-7000	Intent to furnish Precious Metals as Government-Furnished Material
252.211-7000	Acquisition Streamlining
252.211-7003	Item Identification and Valuation
252.215-7004	Excessive Pass Through Charges April 2007) - Identification of Subcontract Effort - New
252.219-7003	Small, Small Disadvantaged and Women Owned Small Business Subcontracting Plan (DOD Contracts)
252-219-7004	Small Business Subcontracting Plan
252.222-7000	Restrictions on Employment of Personnel
252.223-7002	Safety Precautions for Ammunition and Explosives
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials
252.223-7006 Alt 1	Prohibition on Storage and Disposal of Toxic and Hazardous Materials
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives
252.225-7007	Prohibition on Acquisition of US Munitions List Items from Communist Chinese Military Companies
252.225-7008	Restriction on Acquisition of Specialty Metals
252.225-7009	Restrictions on Acquisition of Certain Articles Containing Specialty Metals
252.225-7010	Commercial Derivative Military Article
252.225-7012	Preference for Domestic Commodities
252.225-7013	Duty-Free Entry - (Oct 2006)
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings

<b>FAR/DFARS CLAUSE</b>	<b>DESCRIPTION TITLE</b> <i>(Latest Revision at time of Agreement is to apply, unless otherwise noted)</i>
252.225-7019	Restriction on Acquisition of Foreign Anchor and Mooring Chain
252-225-7033	Waiver of United Kingdom Levie
252.225-7025	Restriction on Acquisition of Forgings
252.225-7040	Contractors Personnel Authorized to Accompany US Armed Forces Deployed Outside the United States (Jun 2006)
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States
252.225-7048	Export Controlled Item
252.226-7001	Utilization of Indian Organizations, and Indian-Owned Economic Enterprises and Hawaiian Small Business Concerns
252.227-7012	Patent License and Release Contract
252.227-7013	Rights in Technical Data – Noncommercial Items
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
252.227-7015	Technical Data – Commercial Items
252.227-7016	Rights in Bid or Proposal Information
252.227-7018	Rights in Noncommercial Technical Data and Computer Software - Small Business Innovation Research (SBIR) Program
252.227-7019	Identification of Restricted Rights Computer Software
252.227-7033	Rights in Shop Drawings
252.227-7037	Validation of Restrictive Markings on Technical Data
252.227-7038	Patent Rights - new
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles
252.229-7004	Status of Contractor as a Direct Contractor (Spain)
252.229-7011	Reporting of Foreign Taxes - US Assistance Programs
252.234-7002	Earned Value Management System
252.235-7003	Frequency Authorization
252.236-7013	Requirements for Competition opportunity for American Steel Producers, Fabricators, and manufacturers
252.237-7023	Continuation of Essential Contractor Services
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, and Services
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)
252.246-7003	Notification of Potential Safety Issues (Jan 2007)
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer
252.247-7023	Transportation of Supplies by Sea
252.247-7024	Notification of Transportation by Sea
252.249-7002	Notification of Anticipated Contract Termination or Reduction
52.203-11	Certificate and Disclosure Regarding Payments to Influence Certain Federal Transactions {Contract Awards in Excess of \$150,000}
52.203-12	Limitation on Payments to Influence Certain Federal Transactions {Contract Awards in Excess of \$150,000}
52.203-13	Contractor Code of Business Ethics and Conduct
52.203-14	Display of Hotline Poster(s)
52.203-15	Whistleblower Protection Under the Recovery and Reinvestment Act of 2009
52.203-16	Preventing Personal Conflicts of Interest
52.203-6	Restrictions on Subcontractor Sales to the Government

FAR/DFARS CLAUSE	DESCRIPTION TITLE <i>(Latest Revision at time of Agreement is to apply, unless otherwise noted)</i>
52.203-7	Anti-Kickback Procedures
52.204-2	Security Requirements
52.204-9	Personal Identity Verification of Contractor Personnel (Sept 2007)
52.208-8	Helium Requirements Forecast and Required Sources for Helium
52.209-6	Protecting the Government Interest When Subcontracting with Subcontractors Debarred, Suspended, or Proposed for Debarment
52.211-15	Defense Priority and Allocation Requirements
52.211-5	Material Requirements
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (Apr 09) (Deviation 2009-O0005: May 09)
52.214-26	Audit Records - Sealed Bidding 10/97
52.214-28	Subcontractor Cost or Pricing Data - 12/08
52.215-10	Price Reduction for Defective Cost or Pricing Data
52.215-12	Subcontractor Cost or Pricing Data
52.215-13	Subcontractor Cost or Pricing Data – Modifications
52.215-14 I	Integrity of Unit Prices – Alternate I
52.215-15	Pension Adjustments and Asset Reversions {Contract Awards in Excess of \$700,000}
52.215-18	Reversion or Adjustment of Plans for Post Retirement Benefits (PRB) Other Than Pensions {Contract Awards in Excess of \$700,000}
52.215-19	Notification of Ownership Changes
52.215-2	Audit and Records - Negotiation
52.215-22	Limitations on Pass Through Charges
52.215-23	Limitations on Pass Through Charges
52.216-16	Incentive Price Revision - Firm Target 10/97
52.216-17	Incentive Price Revision - Successive Targets 10/97
52.216-5	Price Redetermination - Prospective 10/97
52.216-6	Price Redetermination - Retroactive 10/97
52.219-8	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns
52.219-9	Small Business Subcontracting Plan
52.222-1	Notice of Government of Labor Dispute
52.222-11	Subcontracts (Labor Standards) 7/05
52.222-20	Walsh-Healey Public Contracts Act {Contract Awards in Excess of \$15,000}
52.222-21	Prohibition of Non-segregated Facilities {Contract Awards in Excess of \$10,000}
52.222-22	Previous Contracts and Compliance Reports {Contract Awards in Excess of \$10,000}
52.222-26	Equal Opportunity {Contract Awards in Excess of \$10,000}
52.222-27	Affirmative Action Compliance Requirements for Construction
52.222-34	Project Labor
52.222-35	Affirmative Action for Disabled and Vietnam Era Veterans
52.222-36	Affirmative Action for Workers With Disabilities
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation
52.222-40	Notification of employee rights Under the National Labor Relations Act
52.222-41	Service Contract Act of 1965, as amended
52.222-50	Combating Trafficking in Persons (Aug 2007) Alt 1 in included in prime contract

FAR/DFARS CLAUSE	DESCRIPTION TITLE <i>(Latest Revision at time of Agreement is to apply, unless otherwise noted)</i>
52.222-51	Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Requirements (Nov 2007)
52.222-53	Exemption from Application of the Service Contract Act to Contracts for Certain Services-- Requirements (FEB 2009)
52.222-54	Employment Eligibility Verification (Jan 09)
52.223-14	Acquisition of EPEAT®-Registered Televisions.
52.223-15	Energy Efficiency in Energy Consuming Products
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.223-7	Notice of Radioactive Materials
52.224-1	Privacy Act Notification
52.224-2	Privacy Act
52.225-13	Restrictions on Certain Foreign Purchases.
52.225-19	Contractor Personnel in a Designated Operational Area or supporting a Diplomatic or Consular Mission Outside the United States
52.225-26	Contractors Performing Private Security Functions Outside the US
52.225-8	Duty-Free Entry
52.227-1	Authorization and Consent
52.227-10	Filing of Patent Applications – Classified Subject Matter
52.227-11	Patent Rights – Retention by the Contractor (Short Form)
52.227-13	Patent Rights - Ownership by the Government, DFARS
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-3	Patent Indemnity
52.227-9	Refund of Royalties
52.228-3	Worker's Compensation Insurance (Defense Base Act)
52.228-4	Workers Compensation and War Hazard Insurance Overseas
52.228-5	Insurance – Work on a Government Installation
52.228-7	Insurance -- Liability to Third Persons
52.229-2	North Carolina State and local Sales and Use Tax
52.229-10	State of New Mexico Gross Receipts and Compensating Tax
52.230-2	Cost Accounting Standards {Contract Awards in Excess of \$700,000}
52.230-3	Disclosure and Consistency of Cost Accounting Practices Contract Awards in Excess of \$700,000}
52.230-4	Disclosure and Consistency of Cost Accounting Practices
52.230-5	Administration of Cost Accounting Standards
52.230-6	Administration of Cost Accounting Standards {Contract Awards in Excess of \$700,000}
52.232-16	Progress Payments
52.232-27	Prompt Payment for Construction Contracts
52.234-1	Industrial Resources Developed Under Defense Production Act Title III
52.234-4	Earned Value Management System 07/06
52.236-13	Accident Prevention
52.244-6	Subcontracts for Commercial Items and Commercial Components
52.245-1	Government Property & Alternate 1 - New
52.246-2	Inspection of Supplies – Fixed Price

<b>FAR/DFARS CLAUSE</b>	<b>DESCRIPTION TITLE</b> <i>(Latest Revision at time of Agreement is to apply, unless otherwise noted)</i>
52.246-3	Inspection of Supplies – (Cost Reimbursement) “Contracting Officer” means “Buyer’s purchasing representative” and “Government” means “Buyer and Government” (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where “Government” first appears in paragraph (k) it shall mean “government or Buyer”. The provisions in this clause for access, right to inspect, safety protection and relief from liability apply equally to Buyer and the Government
52.246-4	Inspection of Services - Fixed Price
52.246-6	Inspection of Time and Material and Labor Hour “Contracting Officer” means “Buyer’s purchasing representative” and “Government” means “Buyer and Government” (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where “Government” first appears in paragraph (k) it shall mean “government or Buyer”. The provisions in this clause for access, right to inspect, safety protection and relief from liability apply equally to Buyer and the Government
52.246-7	Inspection of Research and Development - Fixed Price 08/96
52.246-8	Inspection of Research and Development - Cost Reimbursement 05/01
52.246-9	Inspection of Research and Development - Short Form 04/84
52.247-63	Preference for U.S. Flag Carriers
52.247-64	Preference for Privately Owned U.S. Flag Commercial Vessels and Alternate I
52.248-1	Value Engineering
52.248-3	Value Engineering - Construction
52.249-2	Termination for Convenience of the Government (Fixed Price)
	(b) Remains the same.
	(c) Remains the same.
	Copies of such FAR clauses and information as to the cognizant Contracting Officer shall be furnished by Kaman to Vendor upon request.