

GENERAL PROVISIONS

1. Definitions: The following items have the meaning set forth below:

- a. Celltron** - Means Celltron, Inc. Throughout these terms and conditions, Celltron, Inc., may also be referred to as the Company.
- b. Seller** – Means both the company to which the purchase order is addressed, and the company benefitted by the purchase.
- c. Customer** - The U. S. Government and/or any private concern for which the Company is performing work.
- d. Goods, materials and supplies** - Terms, used interchangeably herein, that have identical meanings. Unless the context clearly indicates otherwise, the Uniform Commercial Code's definition for "goods" incorporates each term. To the extent this purchase order covers services to be performed by the Seller, the above terms include such services if from the context hereof such definition is appropriate.
- e. Contract** - A set of rights created by all the documents, including all modifications thereto, issued by a Company Customer authorizing the Company to perform the services and tasks specified in stated scope of work.
- f. Purchase order** – Means a document authorizing Seller to provide the equipment, supplies, materials and/or services listed according to the terms defined therein.
- g. Flow** – means to incorporate a flow down clause with respect to an obligation of Seller under its Contract with Celltron into a subcontract or lower-tier contract.
- h. Flow down clause** – means the language in Seller's subcontracts whereby Seller imposes on its subcontractors, and requires its subcontractors to impose on their lower-tier contractors, certain contractual, legal, or other obligations that Customer imposes on Celltron and/or Celltron imposes on Seller.

2. Status of the Company: The goods or services covered by this purchase order are being acquired for the Customer pursuant to any contract and are to be used exclusively in the performance of such contract. Under the terms of the contract, title to goods purchased hereunder pass to and vest in the Customer upon tender of delivery by the Seller, if not vested earlier by operation of law or another purchase order clause.

3. Offer to Contract: Any prior offer of Seller or the Customer is rejected unless that offer assents to any terms that are in addition to or different than those offered by the Seller or agreed upon. This purchase order or any change order thereto constitutes an offer to contract that the Company may revoke at any time prior to acceptance. Acceptance of the offer is expressly conditioned upon acceptance of and is limited to its terms.

This paragraph 3 applies to this purchase order and any change order thereto, except change order(s) or clauses thereof which represent the exercise of contractual right(s) previously set forth and agreed upon in the purchase order or any previous change order(s) thereto.

Only an authorized representative of the Company's Purchasing Department has authority to make changes in, to amend or to modify this purchase order on behalf of the Company. Such changes, amendments, or modifications must be in writing and signed by the Company's authorized Purchasing Department representative.

4. Formation and Construction of Contract: Upon Seller's acceptance of all of the terms of this purchase order, this purchase order becomes a final and binding contract between the parties. This purchase order will be construed according to Kansas law. Any additional or inconsistent terms or conditions contained in or accompanying the Seller's quote or invoices are null and void.

5. Assignment by the Company: This purchase order, and all rights and obligations of any kind and nature arising hereunder, may be assigned and transferred by the Company to the Customer. However, this purchase order neither binds nor purports to bind the Customer or any official or representative of customer.

6. Subcontracting: Unless expressly authorized in writing by the Company, the end item or items specified in this purchase order will not be produced and/or furnished by or through a subcontractor. Seller shall include in each lower-tier subcontract the appropriate flow down clauses as required by the FAR and its agency supplements. No subcontract by Seller, including any subcontract approved by the Company, shall in any way relieve Seller from complete and punctual performance of this purchase order.

7. Assignment by Seller: Unless expressly authorized in writing by the Company, neither this purchase order nor any interest therein nor claim thereunder may be assigned or transferred by the Seller. No assignment by Seller, including any assignment approved by the Company, shall in any way relieve Seller from complete and punctual performance of this purchase order.

8. Delivery and Passage of Title: The Seller will tender delivery of the goods purchased hereunder to the Company at the designated point of delivery. Unless otherwise specified in the purchase order, shipments shall be consigned to Celltron, Inc., Galena, Kansas. Title to goods purchased hereunder will remain in the Seller until delivery by the Seller to the Company, or payment or partial payment by the Company, and will pass directly to and vest in the Company at the time of such delivery or payment, subject, however, to right of inspection and rejection for nonconformance.

9. Inspection and Rejection of Goods: All goods are subject to inspection by the Company at the designated delivery point within a reasonable time after arrival. The Company has the right to reject any non-conforming goods and will, within a reasonable time, notify the Seller of such rejection. The Seller is responsible for removal of rejected goods within a reasonable time after notice of rejection and will promptly replace such goods with acceptable goods at Seller's expense.

In the event goods are rejected, and schedule urgency requires immediate replacement of rejected goods and Seller is unable to provide acceptable replacements in a timely manner, the Company has the right to:

- a.** Procure replacement goods and services similar to those so rejected, and
- b.** Hold the Seller liable to the Company for costs of the replacement goods in excess of the costs originally agreed.

10. Warranties: Seller expressly warrants that all goods conform to applicable design, specification(s), drawing(s), sample(s) or other descriptions referred to in this purchase order, that all goods will be free from defects in material and workmanship, that they will be, to the extent that Seller knows or has reason to know of the purpose for which the goods are intended, fit for the intended use and shall conform 10.

Warranties (continued): to high professional standards for workmanship and materials.

Seller also warrants that the goods delivered pursuant to this purchase order, unless specifically stated otherwise in the purchase order, shall (i) be new; (ii) be and only contain materials obtained directly from the Original Equipment Manufacturer (OEM)/Original Component Manufacturer (OCM) or an authorized OEM/OCM reseller or distributor [Note – Independent Distributors (Brokers) shall not be used by Seller without written consent from the Company]; (iii) not be or contain Counterfeit Items; (iv) contain only authentic, unaltered OEM/OCM labels and other markings; and (v) have documentation made available upon request that authenticates traceability to the applicable OEM/OCM. These warranties shall survive inspection, test, final acceptance and payment of goods and services.

The rights and remedies of the Company concerning latent defects shall exist indefinitely. The Company may, at its option, and in addition to other remedies available at law, either (i) return for credit, (ii) require prompt correction or replacement of the defective or nonconforming goods by Seller at its expense, or (iii) have the defective items corrected or replaced at Seller's expense and, in either case, deduct the cost thereof from any monies due Seller. The return to Seller of any defective or nonconforming goods and delivery to the Company of any corrected or replaced goods shall be at Seller's expense. The foregoing warranties shall not be deemed to limit any warranties of additional scope given to the Company by Seller.

11. Responsibility for Goods: Except as otherwise provided:

a. The Seller is responsible for ordered goods, regardless of the point of inspection, until they are accepted by the Company at the designated delivery point; and

b. In the event of the Company's rejection of goods, the risk of loss of goods will be treated as having vested in the Seller from the beginning.

12. Payment: The Company will make payment forty-five (45) days after acceptance of goods delivered (or services rendered and accepted), less deductions, if any. Invoices shall be submitted to the Company's Accounting Department when items are shipped. Any adjustment in Seller's invoice due to shortage, late delivery, rejection or other failure to comply with the requirements of the purchase order may be made by the Company before payment.

13. Changes: a. After the Seller's acceptance of this purchase order, the Company may make written changes concerning:

- (1) Drawings, designs or specifications where goods are to be manufactured for the Company in accordance therewith;
- (2) Method of shipment or packing;
- (3) Place of delivery;
- (4) Delivery schedule; and
- (5) Quantity.

If a change causes an increase or decrease in the price of goods or the time required for performance, an equitable adjustment will be made in the price and/or delivery schedule and the purchase order will be modified in writing.

b. Any Seller claim for adjustment under this clause must be made in writing within ten (10) calendar days of the Company's notification of the change to the Seller; however, the Company may act upon any such claim at any time prior to final payment hereunder. Nothing in this clause will excuse the Seller from performance under the changed purchase order.

c. Unless expressly provided for in this purchase order, the purchase order price and/or delivery schedule will not be adjusted for Seller's performance unless such performance is directed by an authorized representative of the Company's Purchasing Department. Such direction(s) will be confirmed by written change order, which will amend the purchase order as to performance, price and/or delivery.

14. Shipment and Advance Commitments: Each container and accompanying packing list must show the purchase order number. There will be no charge for packaging, delivery or similar costs unless expressly authorized by the purchase order. Seller shall suitably prepare all goods for shipment to secure the lowest transportation and insurance rates and to meet carrier's requirements.

The Company may, at its option, either retain goods received in advance of the delivery schedule or return them to Seller at Seller's own risk and expense. If retained, time for payment and discount shall be based upon scheduled delivery dates. Seller shall place all orders for and schedule deliveries of goods necessary for its performance under the purchase order at such times as will enable Seller to meet, but not unreasonably anticipate, the schedule of deliveries set forth herein. In the event of termination of or changes to the purchase order, the Company shall not be liable for any charges or costs arising out of commitments by Seller for the acquisition of said goods or out of work performed hereunder in advance of the time necessary to meet the delivery schedule hereunder, unless the Company has given its prior written consent to such advance commitments of work.

15. Defense Priority and Allocation Requirements: The following is applicable if this purchase order has a priority rating:

The Seller will use the appropriate rating and program identification, DO or DX, as assigned to the purchase order.

It is mandatory to extend the appropriate rating and program identification when placing purchase orders. The Seller will advise first, second or subsequent tier subcontractors of this mandatory requirement.

An order is "rated" when it contains the prefix DO or DX and appropriate program identification. It must contain:

a. The priority rating (the prefix DO or DX) followed by program identification (i.e. A7, D1, etc.);

b. According to FAR 52.211-15 (Apr 2008), apply the following statement:

“This is a rated order certified for national defense, emergency preparedness, and energy program use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700). “

c. The signature of an authorized company official placing the order.

d. The specific delivery date(s) required.

16. Variation in Quantity: No variation in quantity of any item in this purchase order will be permitted. This does not include variations approved in advance by the Company (those caused by a condition of loading, shipping or packing, or an allowance in manufacturing process).

17. Federal, State and Local Taxes: The Seller will separately itemize any direct taxes imposed by federal, state or local law on the goods furnished hereunder. Seller will accept any and all tax exemptions certificates.

18. Access to Plant: The Seller will allow the Company and/or representatives of Company's Customers access to proper Seller facilities for inspection of the work hereunder. Such inspector's access will be based on reasonable request and will occur during normal business hours. Seller shall provide at no additional charge all reasonable facilities and assistance for the safety and convenience of the personnel conducting the inspection.

19. Price Controls: The Seller certifies that prices invoiced under this purchase order will not exceed maximum levels established by any government authority.

20. Occupational Safety and Health Warranty: Seller warrants that goods sold or service rendered to the Company:

a. will conform to the standards and/or regulations promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970 (29 USC 651, PL 91-596).

21. Conflict of Interest: The Seller is hereby notified of the Company's "Conflict of Interest Policy" prohibiting financial or other interest in any Company supplier company or activity by the Company's employees to the extent a conflict of interest could exist. No Company employee, nor any member of his/her immediate family, may directly or indirectly accept money, loans, goods, services or rebates in return for leases, contracts, purchase orders, the supplying of confidential company information, or in return for otherwise conducting his prescribed company responsibilities in a manner contrary to the Company's best interests. Company employees may not accept gifts or entertainment or travel. No Company employee who is a manager, salaried supervisor, senior staff member and no Company employee responsible for or in a position to influence:

a. Purchasing and material activities;
b. Establishment of criteria of specifications for outside procurement of products or services;
c. Selection, qualification or surveillance of actual or potential sellers, or
d. Acceptance of goods or services from suppliers
will serve as a director or in any managerial capacity or as an employee of or be retained in any capacity by any firm which is a vendor, supplier or seller to the Company without the prior approval of the Company General Manager. Therefore, the Seller warrants no Company employee has been or will be employed, retained or associated with the Seller contrary to this policy. For breach or violation of this warranty, the Company has the right to annul this order without liability and to remove the Seller from the Company's list of prospective bidders for all items and services. The rights and remedies of the Company provided in this general provision are not exclusive and are in addition to any other rights and remedies provided by law or under this order.

22. Notice of Labor Disputes (52.222-1 Feb 1997):

a. If the Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the order, the Seller will immediately give notice thereof, including all relevant information, to the Company.

b. The Seller agrees to insert the substance of this clause, including this paragraph "b", in any subcontract in which a labor dispute may delay the timely performance of this order,

except each such subcontract will provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor will immediately notify the next higher tier subcontractor or the prime contractor, as the case may be, of all relevant information concerning the dispute.

23. Cancellation for Default: a. The Company may at any time cancel the whole or any part of this purchase order if the Seller fails to:

(1) Make delivery of the goods or to perform the services within the time and manner specified herein or any extension or modification thereof, or

(2) Perform any of the other purchase order provisions, or so fails to make progress as to endanger performance of this purchase order in accordance with its terms, or

(3) Provide goods conforming to applicable specification(s), drawing(s) and sample(s) or instructions issued in connection therewith and free of defects of workmanship or quality, or

(4) Perform hereunder due to causes beyond its control, including, but not limited to, fires, floods, windstorms, labor disputes, court orders and acts or demands of any person or agency exercising customer authority.

b. Upon cancellation in the manner specified in 23a above, the Company has the right to require the Seller to transfer title and deliver to the Company, in the manner directed, any completed goods.

The Seller will, upon direction of the Company, protect and preserve property in which the Company has an interest. Payment for completed goods delivered to and accepted by the Company will be at the purchase order price. Payment for protection and preservation of property will be in an amount agreed upon by the Company and the Seller. The Company may withhold from amounts otherwise due the Seller for such completed goods or manufacturing materials such sums as the Company determines necessary to protect the Company against loss because of outstanding liens or claims of former lien holders.

c. Upon cancellation in the manner specified in 23a(1) - 23a(3) above, the Company has the right to:

(1) Procure goods and services similar to those so canceled, and

(2) Hold the Seller liable to the Company for costs in excess of the costs originally agreed. The Seller will continue performance of this purchase order to the extent not canceled under the provisions of this clause.

24. Termination for Convenience: a. The Company may, by giving written notice, direct Seller to terminate work under this purchase order in whole or in part, at any time, and such termination shall not constitute default. In such event, the Company shall have all rights and obligations accruing to it either at law or in equity, including the Company's rights to title and possession of the goods paid for. The Company may take immediate possession of all work so performed upon notice of termination.

b. Seller shall immediately stop work and limit costs incurred on the terminated work.

c. If such termination is for the convenience of the Company, or of the Company's Customer, the Company, after deducting any amount(s) previously paid, shall reimburse Seller for the actual, reasonable, substantiated and allowable costs with the total amount to be paid by the Company being determined by negotiation and not to exceed the total cost of this purchase order.

25. Stop-Work Order: In accordance with the provisions of the "Stop-Work Order" clause set forth in FAR 52.242-15, in effect on the date of this purchase order, the Company may, at any time, by written order to Seller, require Seller to stop all,

or any part, of the work called for by this purchase order. 25. Stop-Work Order (continued): for a period of ninety (90) days after the order is delivered to Seller, and for any further period to which the parties may agree. Upon receipt of such an order, Seller will immediately take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within the indicated 90-day period, the Company will take the actions prescribed in FAR 52.242-15. In the named clause, reference to "Contracting Officer" means "the Company" and reference to "Contractor" means "Seller".

26. Limitations of Action: The Seller will neither bring a suit nor assert, institute or commence an action in any court on a cause of action arising hereunder if more than two years and one day have elapsed from the time said cause of action arose hereunder. Absence from the State of Kansas will not suspend the running of such period.

27. Indemnification: Seller will defend, indemnify and hold harmless the Company and its affiliates, and their officers, agents, employees, successors and assigns, against any claims, loss, damage or expense, including, without limitation, payment of direct, special, incidental and consequential damage, and expenses of defending claims, including attorneys fees, for property loss and/or damage, and personal injury and/or death, which may be sustained by third parties and/or by the Company, its agents, employees or subcontractors, at any tier, which results from Seller's performance or nonperformance of this purchase order except for claims resulting from the sole negligence of the Company.

The Company will inform Seller of any claim, demand or suit asserted or instituted against it and, to the extent of the Company's ability to do so, permit Seller to defend the same or make settlement in respect thereof.

28. Compliance with Export Laws: The information provided by the Company may be subject to the U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 C.F.R. 120 et seq., the Arms Export Control Act, 22 U.S.C. 2751-2799aa-2, the Export Administration Act, 50 U.S.C. app. 2401-2420, the Export Administration Regulations, 15 C.F.R. 730-774 and the regulations of the Office of Foreign Assets Control, 31 C.F.R. Parts 500-595. Seller may not export or re-export any information, technical data or supplies except in strict compliance with all U.S. export control laws and regulations, including ITAR. Technical data that are controlled by the ITAR shall not be released to foreign nationals, including employees, companies or other entities, whether inside or outside of the United States, unless the Seller shall first obtain the written consent of the Company, and shall obtain the appropriate license or other advance approval from the U.S. Government. Seller's obligation to adhere to the ITAR shall survive the expiration or termination of this purchase order. Seller hereby agrees to defend and indemnify the Company from and against any liability that the Company may incur as a result of Seller's violation of any U.S. export or re-export control law or regulation.

29. Patents: Seller shall, with respect to any device or composition of design submitted by Seller or of Seller's standard manufacture, indemnify and hold harmless the Company, its customers and agents from cost and damages as finally determined by any court for infringement of any U.S. Letter patent by reason of the sale or normal use of such device or composition, provided that Seller is promptly notified of all such actual or potential infringements, suits and is given full and exclusive control of the defenses thereof by the Company.

Seller shall, prior to filing any patent applications that disclose classified subject matter relating to this purchase order, obtain permission from the Company.

30. Company's Use: The Company, its successors and assignees may subject all goods to further manufacture, may combine them with other articles, or sell to or to put them to any use whatsoever, and no claim for royalties or additional compensation may be made by Seller by reason of such manufacture, combination, sale or use. All unpatented ideas, information, designs, devices, prints, drawings and technical data concerning Seller's products, methods, or manufacturing processes, which Seller discloses or furnishes to the Company in connection with the order shall, except only to the extent as may be otherwise specifically agreed to in writing by the Company and Seller, be deemed to have been disclosed or furnished as part of the consideration for the purchase order, and Seller agrees not to assert any claims (except claims for patent infringements) by reason of the Company's use, duplication or disclosure thereof.

31. Property Furnished to Seller by the Company: All designs, tools, patterns, drawings, specifications and any other information, materials or equipment, etc., furnished by the Company to Seller for use in the manufacture of the goods hereunder shall remain the Company's or the Customer's property, as the case may be. Seller shall not use any such property in the production or manufacture of larger quantities than those specified herein without first obtaining the Company's written consent thereto. Seller shall be fully responsible for all property on delivery to Seller until redelivery thereof to the Company, and shall promptly, upon completion of work, deliver all such property and productions therefrom to the Company. Or, if the Company demands delivery of same prior to completion of the work, Seller shall deliver such property and production to the Company in accordance with the terms of said demand. Seller shall clearly mark, maintain in inventory, and keep segregated or identifiable all of the Company's property.

32. Time: Time is and shall remain a material element of this purchase order, and no acts of the Company, including without limitation modifications of this purchase order or acceptance of late deliveries or performance, shall constitute a waiver of this provision. Seller shall notify the Company in writing immediately of any actual or potential delay in the deliveries or performance of this purchase order and such notice shall include a revised schedule using the Seller's best efforts; provided, however, that the Company's receipt of such notice shall not constitute a waiver of the Company's rights and remedies for such late deliveries or performance. The Company reserves the right to cancel this purchase order without liability to the Company and without waiver of any other remedies of the Company if delivery or performance is not effected as specified in the purchase order or on written shipping authorizations that may be furnished by the Company.

33. Confidential: Seller shall not, without first obtaining the Company's written consent, disseminate the fact that Seller has furnished or has contracted to furnish the Company the items covered hereby. Nor, except as is necessary for performance of this purchase order, shall Seller disclose any of the details connected with this purchase order to third parties. Seller will flow this requirement for confidentiality to its suppliers and subcontractors.

34. Overtime: Seller shall not have performed overtime work, for which Seller expects compensation, in connection with this

purchase order unless prior written approval therefore is obtained from the Company. In the absence of such approval, the Company shall not recognize premium compensation payments for any purpose.

35. Waiver: No waiver of a breach of any provision of this order shall constitute a waiver of any other breach or of such provision.

36. Validity: The invalidity in whole or in part of any provision of this purchase order shall not affect the validity of other provisions.

37. License Rights to Buyer: Seller agrees to and does hereby grant to the Company a nonexclusive, irrevocable, royalty-free right to use all data (including drawings, specifications, reports, designs and the like) called for in this purchase order for any purpose, including the manufacture by the Company or others of items to which any such data pertains.

38. Disputes: All disputes arising under this purchase order or related to the goods, unless settled without undue delay by amicable arrangement of the parties hereto, shall be resolved by litigation in a court of competent jurisdiction located in Cherokee County, Kansas, or another forum mutually acceptable to the parties. The laws of the State of Kansas shall govern all disputes. Seller hereby irrevocably waives all objections to an inconvenient forum and lack of personal jurisdiction.

39. Acceptance of Order: Seller and the Company agree that the terms and conditions of this purchase order shall supersede any inconsistent or conflicting terms between the parties, whether oral or written. Seller warrants that the goods are in new, good and saleable condition. This purchase order is accepted under the terms and conditions set forth. Seller, by accepting this purchase order agrees to and accepts all of the terms and conditions of this purchase order.

Seller accepts the terms and conditions of the purchase order by doing any of the following: (a) signing this purchase order; (b) by acknowledging receipt and acceptance of this purchase order; (c) shipping any portion of the goods referenced in this purchase order, or otherwise fulfilling any portion of its obligations under this purchase order; (d) accepting any payment, in whole or in part, for the goods, transportation of the goods, or otherwise in connection with this purchase order or the goods; (e) by any other means of acceptance recognized at law or in equity.

Seller shall ensure that personnel are aware of: their contribution to product quality or service conformity; their contribution to product safety; the importance of ethical behavior.

40. Agreement: **As an inducement for the Company to enter into this agreement, Seller warrants that it has read, understands and agrees to be bound by the terms and conditions of this purchase order.**

41. Counterfeit Parts: For the purpose of Section 10, Warranties, a "Counterfeit Item" is defined to include, but is not limited to, (a) an item that is an illegal or unauthorized copy or substitute of an OEM/OCM item; (b) an item that does not contain the proper external or internal materials or components required by the OEM /OCM or that is not constructed in accordance with OEM/OCM specification; (c) an item or component thereof that is used, refurbished or reclaimed but the Seller represents as being a new item; (d) an item that has not successfully passed all OEM/OCM required

testing, verification, screening and quality control but that Seller represents as having met or passed such requirements; or (e) an item with a label or other marking intended, or reasonably likely, to mislead a reasonable person into believing a non-OEM/OCM item is a genuine OEM/OCM item when it is not.

A) Supply Chain Traceability

The supplier shall maintain a method of item traceability that ensures tracking of the supply chain back to the manufacturer of all Electrical, Electronic, and Electromechanical (EEE) parts included in assemblies and subassemblies being delivered according to this purchase order. This traceability method shall clearly identify the name and location of all of the supply chain intermediaries from the manufacturer to the direct source of the product for the seller, and shall include the manufacturer's batch identification for the item(s) such as date codes, lot codes, serializations, or other batch identifications.

B) Product Impoundment and Financial Responsibility

If suspect/counterfeit parts are furnished under any purchase order, such items shall be impounded. The supplier shall be notified of impoundment. The supplier shall be liable for all costs relating to impoundment, removal, and replacement of all suspect/counterfeit parts with properly certified parts. Additionally, supplier shall indemnify, defend and save Celltron and its customers harmless from any and all expenses, liability and loss of any kind (including all costs and expenses including attorneys' fees) arising out of claims, suits or actions regarding furnishing suspect/counterfeit parts. Celltron may turn such items over to US Governmental authorities (Office of Inspector General, Defense Criminal Investigative Service, Federal Bureau of investigation, etc.) for investigation and reserves the right to withhold payment for the suspect items pending the results of the investigation.

Seller shall flow the requirements of this Section 41 to its subcontractors and suppliers at any tier for the performance of this purchase order.

42. Notice to the Company of Potential Delays: (a) Whenever Seller has knowledge that any occurrence is delaying or threatens to delay the timely performance of this purchase order, Seller shall immediately give notice, including all relevant information with respect to the delay, to the Company. Such occurrences shall include, but not be limited to: (1) actual or potential labor disputes or strikes; (2) fires, floods, or unusually severe weather; (3) acts of nature; (4) acts of the Government in either its sovereign or contractual capacity, and any other cause for delay. Neither receipt of such notice by the Customer nor any provision of these terms and conditions will be deemed to be a waiver by the Company of any of its rights under any purchase order, these terms, at law or otherwise.

(b) Seller shall include the substance of this clause, including this subparagraph (b), in all its purchase orders issued at all tiers under this purchase order.

43. Order of Precedence: This purchase order constitutes the entire, fully integrated agreement of the Company and Seller. In the event of any inconsistency among the foregoing, the inconsistency shall be resolved by giving precedence in the following order: (a) Preferred Supplier Agreement (if applicable); (b) this purchase order; (c) these terms and conditions; (d) the drawings; (e) the specifications; and (f) any other documents incorporated by reference.

44. Quality Control System: Seller agrees to provide and maintain a quality control system to an industry recognized Quality Standard and to provide access to Seller's facilities at 44. Quality Control System (continued): all reasonable times by the Company, authorized Customer representatives and Regulatory Authorities. Seller agrees to include, and to require its subcontractors to include, the substance of this paragraph, including this sentence, in each of its subcontracts under this purchase order. Further, Seller shall be in compliance with any other specific quality requirements identified in this purchase order.

45. Security Requirements: (a) Seller shall be responsible for safeguarding all classified information in accordance with the provisions of FAR 52.204-2, "Security Requirements", which is incorporated herein by reference. (b) The provisions of DFARS 252.204-7012, "Safeguarding Covered Defense Information and Cyber Incident Reporting" in effect on the date of this purchase order are incorporated in this paragraph by reference. In subparagraph (c)(1)(ii), Seller shall rapidly report any cyber incident to the Department of Defense (DoD) at <http://dibnet.dod.mil> and to Celltron's authorized purchasing agent within seventy two (72) hours of discovery. (c) Seller shall include the substance of this clause, including this paragraph (c), in its lower-tier purchase orders and subcontracts that require access to classified information or covered defense information as defined by 252.204-7012.

46. Offset Notification: This clause shall only apply to purchase orders in excess of fifty thousand dollars (\$50,000.00): (a) Definition: "Offset" means the obligations that Company undertakes, in order to market or sell its products, to assist a customer country in reducing any trade imbalance caused by its purchase of Company's products or to meet other customer country national objectives. (b) To the exclusion of all others, Company or its assignees shall be entitled to all benefits or offset credits which might result from this purchase order. Seller shall provide documentation or information that Company or its assignees may reasonably request to substantiate claims for offset credits. (c) Seller agrees to use reasonable efforts to identify the foreign content of items that Seller either produces itself or procures from subcontractors for work under this purchase order. Promptly after selection of a non-U.S. subcontractor for work under this purchase order, Seller shall notify Company of the name, address, subcontractor point of contact (including telephone number) and dollar value of the subcontract. (c) Seller shall include the substance of this clause, in favor of Company, in its subcontracts issued at all tiers pursuant to this purchase order.

47. Conflict Minerals: If Seller is providing goods to Company under this purchase order, Seller shall use commercially reasonable efforts to: (a) identify whether such goods contain tin, tantalum, gold or tungsten; (b) determine whether any such minerals originated in covered countries, as defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"); and (c) perform appropriate due diligence on its supply chain in support of Company's obligations under the Act. In addition, Seller shall, as soon as reasonably practicable following the completion of the calendar year, provide a completed Conflict Minerals Reporting Template, using the form found at <http://www.conflictreesourcing.org/conflict-minerals-reporting-template/>. If requested, Seller will promptly provide information or representations that Company reasonably believes are required to meet Company's conflict minerals compliance obligations..

48. Clauses: The following clauses of the Federal Acquisition Regulations (FAR) and Department of Defense FAR Supplement (DFARS) are incorporated by reference with the same force and effect as if they were given in full text and made a part thereof: The latest version of the FAR/DFARS clause as of the effective date of this purchase order applies.

FAR 52.202-1 Definitions (All)
FAR 52.203-3 Gratuities (= or > \$150k)
FAR 52.203-5 Covenant Against Contingent Fees (+>150k)
FAR 52.203-6 Restrictions on Subcontractor Sales to the Government (= or > \$150k)
FAR 52.203-7 Anti-Kickback Procedures (= or > \$150k)
FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (= or > \$150k)
FAR 52.203-13 Contractor Code of Business Ethics and Conduct (= or > \$5.5M or period of performance >120 days)
FAR 52.203-17 Contractor Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (>\$150k)
FAR 52.204-10 "Reporting Executive Compensation and First-Tier Subcontract Awards" (Applicable to Purchase Orders of \$30,000 or more (or the dollar threshold in effect as of the date of the prime contract) when Buyer is the Prime Contractor.) (The usual substitution of the parties is not applicable to this clause. Seller shall report to Buyer the information required under the clause.)
FAR 52.204-2 Security Requirements (if access to classified information is required)
FAR 52.204-9 Personal Identity Verification of Contractor Personnel (if access to federal facility or information system)
FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (\$30k or >)
FAR 52.204-21 "Basic Safeguarding of Covered Contractor Information Systems" (Applicable to Purchase Orders, other than those for commercially available off-the-shelf items, in which Seller may have Federal contract information residing in or transiting through its information system.)
FAR 52.204-25 "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment"
FAR 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations. Representation (All)
FAR 52.209-5 Certification Regarding Responsibility Matters (= or > \$150k)
FAR 52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or proposed for Debarment (>\$35k)
FAR 52.209-7 Information Regarding Responsibility Matters (>\$550k)
FAR 52.219-8 "Utilization of Small Business Concerns" (Applicable to Purchase Orders (except to small business concerns) that offer further subcontracting opportunities.)
FAR 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (>\$550k)
FAR 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (All)
FAR 52,209-11 Representations by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (All)
FAR 52.211-5 Material Requirements (All)
FAR 52.213-4 Terms and Conditions – Simplified Acquisitions (Other than Commercial Items) (> \$150k)
FAR 52.215-2 Audit and Records – Negotiation (= or > \$150k)
FAR 52.215-10 Price Reduction for Defective Cost or Pricing Data (All)
FAR 52.215-11 Price Reduction for Defective Cost or Pricing Data – Modifications (All)
FAR 52.215-14 Integrity of Unit Prices (= or > \$150k)
FAR 52.215-19 Notification of Ownership Changes (> \$750k)

FAR 52.219-8 Utilization of Small Business Concerns (= or > \$150k)
FAR 52.219-9 Small Business Subcontracting Plan (> \$700k)
FAR 52.222-3 Convict Labor (above micro-purchase threshold)
FAR 52.222-4 Contract Work Hours and Safety Stds - Overtime Compensation (> \$150k)
FAR 52.222-19 Child Labor – Cooperation with Authorities and Remedies (> \$3,500)
FAR 52.222-20 Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (> \$15k)
FAR 52.222-21 Prohibition of Segregated Facilities (= or > \$10k)
FAR 52.222-25 Affirmative Action Compliance (= or > \$10k)
FAR 52.222-26 Equal Opportunity (= or > \$10k)
FAR 52.222-35 Equal Opportunity for Veterans (= or > \$150k)
FAR 52.222-36 Equal Opportunity for Workers with Disabilities (= or > \$15k)
48. Clauses: The following clauses of the Federal Acquisition Regulations (FAR) and Department of Defense FAR Supplement (DFARS) are incorporated by reference with the same force and effect as if they were given in full text and made a part thereof. The latest version of the FAR/DFARS clause as of the effective date of this purchase order applies. (continued):

FAR 52.222-37 Employment Reports on Veterans (= or > \$150k)
FAR 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (= or > \$150k)
FAR 52.222-41 Service Contract Labor Standards (> \$2500)
FAR 52.222-50 Combating Trafficking in Persons (All)
FAR 52.222-54 Employment Eligibility Verification (= or > \$150k)
FAR 52.222-55 Minimum Wages under Executive Order 13658
FAR 52.222-62 “Paid Sick Leave Under Executive Order 13706” (Applicable to Purchase Orders, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute and are to be performed in whole or in part in the United States.)
FAR 52.223-3 Hazardous Material Identification and Material Safety Data (All)
FAR 52.223-6 Drug-Free Workplace (= or > \$150)
FAR 52.223-7 Notice of Radioactive Materials (All)
FAR 52.223-11 Ozone-Depleting Substances (All)
FAR 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (All)
FAR 52.224-1 Privacy Act Notification (All)
FAR 52.224-2 Privacy Act (All)
FAR 52.224-3 Privacy Training
FAR 52.225-1 Buy American Act-Supplies (All)
FAR 52.225-5 Trade Agreement (> \$191k)
FAR 52.225-8 Duty-Free Entry (All)
FAR 52.225-13 Restrictions on Certain Foreign Purchases (All)
FAR 52.227-1 Authorization and Consent (= or > \$150k)
FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (= or > \$150k)
FAR 52.227-9 Refund of Royalties (if royalties are paid)
FAR 52.227-10 Filing of Patent Applications-Classified Subject Matter (if classified information)
FAR 52.227-11 Patent Rights-Ownership by the Contractor (All)
FAR 52.227-14 Rights in Data-General (All)
FAR 52.234-1 Industrial Resources Developed Under Defense Production Act Title III (if for major systems and items of supply)

FAR 52.242-15 Stop Work Order (negotiated contracts)
FAR 52.242-17 Government Delay of Work (fixed-price contracts)
FAR 52.244-6 Subcontracts for Commercial Items (contracts other than commercial items)
FAR 52.247-64 “Preference for Privately Owned U.S.-Flag Commercial Vessels” (Applicable to Purchase Orders, except those exempted in paragraph (e) (4) of the clause.)
FAR 52.245-1 Government Property (All)
FAR 52.246-2 Inspection of Supplies-Fixed Price (= or > \$150k)
FAR 52.247-63 Preference for U.S. Flag Air Carriers (= or > \$150k)
FAR 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (involves ocean transport)
FAR 52.248-1 Value Engineering (= or > \$150k)
FAR 52.249-1 Termination for Convenience of the Government (Fixed Price) (Short Form) (= or < \$150k)
FAR 52.249-2 Termination for Convenience of the Government (Fixed Price) (= or > \$150k)
FAR 52.249-14 Excusable Delays (other than firm, fixed price)
DFARS 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contracts Related Felonies (> \$150k)
DFARS 252.203-7002 “Requirement to Inform Employees of Whistleblower Rights”
DFARS 252.204-7000 Disclosure of Information (All)
DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting
DFARS 252.204-7015 “Disclosure Of Information To Litigation Support Contractors”
DFARS 252.204-7018 “Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services”
DFARS 252.204-7020 “NIST SP 800-171 DoD Assessment Requirements” (Applicable to all Purchase Orders except Purchase Orders for commercially available off-the-shelf items.)
DFARS 252.204-7021 “Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement” (Applicable to all Purchase Orders except Purchase Orders for commercially available off-the-shelf items.)
DFARS 252.211-7003 Item Unique Identification and Valuation (All)
DFARS 252.215-7010 “Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data” (Applicable to Purchase Orders exceeding the simplified acquisition threshold defined in FAR part 2.)
DFARS 252.219-7003 Small Business Subcontracting Plan (DOD Contracts) (> \$700k)
DFARS 252.223-7006 Prohibition on Storage, Treatment and Disposal of Toxic or Hazardous Materials (All)
DFARS 252.223-7008 Prohibition of Hexavalent Chromium (All)
DFARS 252.225-7001 Buy American and Balance of Payments Program-Basic (All)
DFARS 252.225-7007 Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (if item covered by USML)
DFARS 252.225-7008 Restriction on Acquisition of Specialty Metals (= or > \$150k)
DFARS 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (= or > \$150k)
DFARS 252.225-7012 Preference for Certain Domestic Commodities (>\$150k)
DFARS 252.225-7013 Duty-Free Entry (All)
DFARS 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (All)

DFARS 252.225-7025 Restriction on Acquisition of Forgings (All)
DFARS 252.225-7048 “Export-Controlled Items”
DFARS 252.225-7052 “Restriction on the Acquisition of Certain Magnets and Tungsten”. (Applicable to Purchase Orders for the delivery of goods that exceed the simplified acquisition threshold unless an exception at paragraph (c) of the clause applies).
DFARS 252.227-7013 Rights in Technical Data-Noncommercial Items (All)
DFARS 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (All)
DFARS 252.227-7015 “Technical Data – Commercial Items” (Applicable whenever any technical data related to commercial items developed in any part at private expense will be provided under this Purchase Order for delivery to the Government.)
DFARS 252.227-7016 Rights in Bid or Proposal Information (All)
DFARS 252.227-7019 Validation of Asserted Restrictions – Computer Software (All)
DFARS 252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (All)
DFARS 252.227-7030 Technical Data-Withholding of Payment (All)
DFARS 252.227-7037 Validation of Restrictive Markings on Technical Data (All)
DFARS 252.239-7010 “Cloud Computing Services” (Applicable to Purchase Orders that involve or may involve cloud services)
DFARS 252.239-7017 Notice of Supply Chain Risk (All)
DFARS 252.239-7018 Supply Chain Risk (commercial items)
DFARS 252.244-7000 Subcontracts for Commercial Items (commercial items)
DFARS 252.246-7001 Warranty of Data – Basic
DFARS 252.246-7003 Notification of Potential Safety Issues (All)
DFARS 252.246-7007 “Contractor Counterfeit Electronic Part Detection and Avoidance System” (Applicable to Purchase Orders when the goods or services include electronic parts or assemblies containing electronic parts. This clause applies to all Sellers, at all tiers, without regard to whether the Seller itself is subject to CAS.)
DFARS 252.246-7008 “Sources of Electronic Parts” (Applicable to Purchase Orders for electronic parts or assemblies containing electronic parts, unless Seller is the original manufacturer of the electronic part.)
DFARS 252.247-7023 Transportation of Supplies by Sea (All)
DFARS 252.247-7024 Notification of Transportation of Supplies by Sea (All)
DFARS 252.249-7002 Notification of Anticipated Contract Termination or Reduction (contracts under a major defense program)