

	<p align="center"><b>Saje Aerospace Inc.</b></p> <p align="center"><b>PO TERMS &amp; CONDITIONS FORM</b></p>	DOC: 4-PUR1-4
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#### Q0 GENERAL

These Terms and Conditions are applicable to all purchase orders made by Saje Aerospace Inc. to the supplier indicated on the PO whether for tooling, machinery, raw materials, components or other products and services. By acknowledging any Saje Aerospace Inc. PO, the supplier agrees to all terms and conditions stated herewith. Non-conforming product or services are subject to return at supplier's expense.

#### Q1 SUPPLIER QUALITY MANAGEMENT SYSTEM

Unless otherwise authorized by Saje Aerospace Inc. management, supplier shall maintain a Quality Management System certified to or compliant with AS9100 or ISO9001. NADCAP approval for special processes may also be required in accordance with customer flow down requirements. Saje Aerospace Inc. shall approve a supplier's quality system through desktop or on-site quality audits performed by authorized Saje Aerospace Inc. quality personnel. Suppliers should communicate to their employees about employee's contribution to product or service conformity, product safety and importance of ethical behavior. Saje Aerospace Inc. will monitor quality and on-time delivery performance of its suppliers. Saje Aerospace Inc. reserves the right to issue a corrective action for poor performance in either quality or on-time delivery.

#### Q2 SUPPLIER NOTIFICATION

After acceptance of any PO, supplier shall notify Saje Aerospace Inc. management in writing in any of the following instances:

- A. If a significant change in management, ownership, or certification occurs.
- B. Notification of changes in product and or process, changes of suppliers, supplier relocation or changes of manufacturing facility location, quality certification status.

Supplier must obtain written approval of such changes prior to continuation with Saje Aerospace Inc. PO.

#### Q3 ORDER OF PRECEDENCE

If any conflict arises between these terms, PO, or any other applicable materials, except as otherwise explicitly agreed in writing by Supplier and Saje Aerospace Inc., the order of precedence shall be:

- A. Federal Acquisition Regulations in effect on the date of PO in the case of any PO ultimately relating to U.S. Gov. contract.
- B. Terms of any LTC between the supplier and Saje Aerospace Inc.
- C. Terms as specified herewith.
- D. Terms of any PO to the extent they are other than those set forth in these terms.
- E. Project specifications.
- F. Project drawings.

#### Q4 RIGHT OF ENTRY & ACCESS

Saje Aerospace Inc. requires right of entry & access by the organization, their customer, and regulatory authorities to the applicable areas of all supplier facilities, at any level of the supply chain, involved in the provision of products & services, and to all applicable records in accordance with any PO from Saje Aerospace Inc.

#### Q5 ACCEPTANCE AND MODIFICATION OF PO

Acceptance of any PO and modification of PO is limited to the terms and conditions herein or as stated in any supplemental purchase agreement. Supplier will be deemed to have accepted such offer on Saje Aerospace Inc. terms if supplier commences working on products or services, ships the products which are subject of the purchase order, or if supplier issues a written acknowledgement. PO is for the purchase of products and services described on the face of the order. No other modification or attempts to modify the PO will be accepted unless agreed upon, in writing, by Saje Aerospace Inc.

#### Q6 PO TERMINATION

Saje Aerospace Inc. reserves the right to terminate any PO in whole or in part for supplier's default (a) if supplier has not delivered products or services per the acknowledged delivery date indicated on PO (b) if supplier fails or refuses to perform in accordance with any of the technical or commercial requirements specified on PO (c) if supplier becomes insolvent or suspends any of its operations or if any petition is filed relating to bankruptcy, reorganization or receivership. Any such termination will be without liability to Saje Aerospace Inc. except for the completed and delivered items accepted by Saje Aerospace Inc.

#### Q7 PO CHANGES

Saje Aerospace Inc. may at any time by notice in writing make changes in (a) drawings, designs or specifications, where the items to be furnished are to be specially manufactured for Saje Aerospace Inc. in accordance therewith, (b) method of shipment or

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packing, (c) place or time of inspection, delivery or acceptance, (d) the amount of any Saje Aerospace Inc. furnished property. If any such changes cause an increase or decrease in the costs of or time required for performance of this PO, an equitable adjustment shall be made in the price or delivery schedule or both.

#### Q8 STOP WORK ORDER

Saje Aerospace Inc. may at any time by notice in writing require supplier to stop all or any part of the work under this order. Upon receipt of a stop work order, supplier shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of additional costs. Stop work order may remain in effect up to a period of ninety (90) days unless otherwise agreed.

#### Q9 CONFIDENTIALITY

Information provided by Saje Aerospace Inc., that is not already publicly available to the supplier, under the performance of this PO shall remain Saje Aerospace Inc. property and be considered confidential by supplier. Any information provided to supplier shall be used only for the purposes submitted. Supplier shall take all necessary steps to ensure that neither supplier nor its employees, agents, suppliers, or authorized subcontractors release or communicate such confidential information to any third party without Saje Aerospace Inc.'s written consent. Confidentiality requirements shall be maintained for the duration of performance under this PO and for a period of five (5) years thereafter or unless otherwise stated in a supplemental non-disclosure agreement. If requested by Saje Aerospace Inc. management, at the completion of the PO or any termination of the PO, supplier shall return all information, including all copies thereof, confidential or otherwise, related to the PO.

#### Q10 OWNERSHIP AND USAGE OF SAJE AEROSPACE, INC. PROPERTY

Saje Aerospace Inc. specifications are available upon request. Saje Aerospace Inc, intellectual property such as prints and/or drawings provided to the supplier are to be used strictly for manufacturing and validation purposes. Any distribution and reproduction of Saje Aerospace Inc. intellectual property requires prior written authorization. Any and all supplies, raw materials, tools, dies, gauges, fixtures, equipment, or other items purchased by and furnished by Saje Aerospace Inc. or by third-parties on Saje Aerospace Inc.'s behalf given to supplier to perform hereunder, or for which supplier has been reimbursed by Saje Aerospace Inc., shall be and remain the property of Saje Aerospace Inc. and shall be neither withheld by supplier nor pledged to any third party. When requested, supplier shall provide Saje Aerospace Inc. with equipment and tooling drawings or technical specifications. Supplier shall bear the risk of loss of and damage to Saje Aerospace Inc. property. Saje Aerospace Inc. property (a) shall at all times be properly housed and maintained by Supplier, (b) shall not be used by supplier for any purpose other than the performance of a Saje Aerospace Inc. PO, (c) shall be deemed to be personal property, not a fixture, (d) shall be identified or marked as property of Saje Aerospace Inc., (e) shall not be moved from supplier's premises without Saje Aerospace Inc. approval. At the request of Saje Aerospace Inc., property shall be released and returned to Saje Aerospace Inc. Saje Aerospace Inc. shall have the right to enter supplier's facility when reasonable to inspect Saje Aerospace Inc. property. Supplier shall assume all risk of death, injury, or damage to property arising from the use or operation of tools or other materials supplied by Saje Aerospace Inc. and shall indemnify Saje Aerospace Inc. against any claim for loss, damages, or injury to property or persons, including attorney fees arising from supplier's use thereof.

#### Q11 INSURANCE

Supplier shall carry insurance to indemnify Saje Aerospace Inc. against any claim for loss, damages, or injury to property or persons arising out of the use of products and services provided. The supplier shall provide valid insurance certificates upon request.

#### Q12 SOURCE INSPECTION & ACCEPTANCE

Saje Aerospace Inc. products may be subject to inspection, surveillance, and applicable test at reasonable times and places, including at supplier's or subcontractor's location. Saje Aerospace Inc. reserves the right to perform inspections, surveillance, and tests so as not to unduly delay the work. Supplier shall prepare records of inspections made under this order and be made available to upon request.

#### Q13 FLOWDOWN REQUIREMENTS

Saje Aerospace Inc. shall flowdown to supplier the applicable requirements, including customer requirements, in the main body of the PO. In the use of a LTC, the flowdown requirements may be added as additional notes within the body of the LTC or as an addendum attached to the original contract. Supplier and its subcontractors will comply with any and all mandatory flowdown clauses, including but not limited to, configuration management requirements, design changes, etc. Supplier shall flowdown all

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applicable statutory and regulatory requirements of any PO to all sub-tier sources used in the production or procurement of parts for Saje Aerospace Inc.

#### Q14 – APPROVAL OF SPECIAL PROCESSES

Unless otherwise specified on the PO, special processes specified on Saje Aerospace Inc. drawings must be performed by sources listed on the Saje Aerospace Inc. approved supplier list. Suppliers performing special processes (Heat Treat, Plating, NDT, etc.) on product manufactured by the supplier must use a Saje Aerospace Inc. approved supplier. If the special process supplier must be approved under other credentials, (i.e. NADCAP, Boeing, Lockheed Martin approved source) that requirement shall be clearly listed in the body of the purchase order. At times, it may be required that a special process be performed by a sole source of supply for the listed specification on the PO. In these cases, only the specified processor or processor approved to perform that process to the listed specification will be allowed to perform that process.

#### Q15 CALIBRATION

All measurement and test equipment used to verify product conformance must be calibrated and traceable to the National Institute of Standards and Technology (NIST). Records of calibration must be maintained according to AS9100 and ISO9001 standards.

#### Q14A TRACEABILITY

Supplier shall ensure that all product and documentation is traceable throughout product realization by lot number, job/work order number, heat number, and/or material PO number. All multiple lots must be separated and identified. The commingling of lots is not permitted under any circumstance. Any mixed batches or lots are subject to rejection/return. Traceability records shall be made available to Saje Aerospace Inc. upon request.

#### Q15A REVISION STATUS

It is the supplier's responsibility to review the information on the PO to ensure that latest revisions of Saje Aerospace Inc. or industry specifications are implemented. The product being manufactured and/or service being performed must be performed to the latest revisions of drawings, specifications, or process requirements. This includes and inspection/verification instructions and other relevant technical data. At no time will other revisions be used other than what is indicated in drawings or PO without written permission of Saje Aerospace Inc.

#### Q16 SHELF LIFE

For any supplier products with a limited shelf life, the supplier shall indicate the cure date and any applicable storage and/or handling requirements. Remaining shelf life at time of delivery shall not be less than 80%.

#### Q17 CERTIFICATES OF CONFORMANCE

Supplier Certificates of Conformance shall have the following information at minimum:

- A. PO Number
- B. Part number as indicated on Saje Aerospace Inc. PO (reference or equivalent part numbers are not acceptable).
- C. Revision letter.
- D. Discrete Lot or Heat Numbers
- E. Respective shipped quantities
- F. Statement of Conformance
- G. Any shelf life, including cure date (if applicable)
- H. Signature & date from an authorized supplier representative.

#### Q18 RECORDS RETENTION

Saje Aerospace Inc. requires all suppliers to maintain all records for a period of no less than ten (10) years unless otherwise stated on the Purchase Order. All records dealing with Flight Safety, Maintenance Critical or Flight Critical parts shall be retained for a period of not less than fifty (50) years or as stated specifically on the Purchase Order. Before any records are destroyed, Saje Aerospace Inc. shall be given the option to take possession of such files.

#### Q19 DELIVERY REQUIREMENTS

Delivery shall be made to the address indicated on the PO. Saje Aerospace Inc. will select the carrier, method, and mode of transportation for all shipments charged to Saje Aerospace Inc. account. Supplier shall take all necessary measures to meet delivery date specified on PO and meet all requirements. No deliveries earlier than ten (10) days of the scheduled delivery date will be

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accepted without prior authorization. Supplier shall bear all costs related to any unauthorized early delivery, including return shipping costs. In the event of a late delivery, any damages incurred by Saje Aerospace Inc. and any transportation or costs incurred by Saje Aerospace Inc. will be paid by the supplier. Supplier shall take all necessary measures to ensure that product shipped to Saje Aerospace Inc. is in accordance with Saje Aerospace Inc. PO requirements, industry packing specifications, or in accordance with standards of specified carriers. Supplier will provide all necessary MSDS and ensure that all hazardous material fully meets federal, state and local shipping requirements. Supplier warrants that products supplied under any PO does not contain any substance whose use is prohibited under Federal, State, or local law, and that any applicable requirements under these laws have been satisfied by supplier. Supplier shall be responsible for any damage to the product arising from unsatisfactory packaging.

#### Q20 RAW MATERIAL DELIVERIES & PACKAGING

All raw material must be delivered burr/sliver free. Unless otherwise stated by contract, default raw material width tolerance is +/- 0.005". Metal coils shall have a maximum diameter of 35" or a maximum weight of 200 lbs unless authorized by Saje Aerospace Inc. Metal coils must be supplied stacked no higher than four (4) coils per skid. Raw material shall be packed and secured such that it remains orderly and undamaged during transit until receipt by Saje Aerospace Inc.

#### Q21 VARIANCE IN DELIVERY QUANTITY

Unless otherwise agreed by Saje Aerospace Inc. prior to shipment, delivered quantity tolerances +0/-2%. Unauthorized over-shipments are subject to return at supplier's expense. Unauthorized under-shipments are subject to early PO close out.

#### Q22 SUPPLIER NON-CONFORMING PRODUCT

Supplier is not authorized to disposition non-confirming product. Supplier shall not deliver non-confirming product without written deviation request approved by Saje Aerospace Inc. In the event that a non-conformance is discovered after receipt by Saje Aerospace Inc., supplier shall notify Saje Aerospace Inc. within two (2) business days of discovery.

#### Q23 CORRECTIVE ACTION

Supplier shall take internal corrective actions for all notification of rejected product and document internally. Upon receipt of a request for corrective action from Saje Aerospace, Inc., supplier shall conduct a review to determine what immediate corrective action must be taken to mitigate the effect of the nonconformance(s). Failure to respond within the time allowed per the request may lead to supplier's removal from Saje Aerospace Inc. approved supplier list.

#### Q24 UNAUTHORIZED PRODUCT REPAIR

No product repair is allowed without written authorization or instruction from Saje Aerospace Inc. This requirement applies to suppliers and their subcontractors.

#### Q25 FOREIGN OBJECT DEBRIS – FOD

All parts provided by the supplier must be free of FOD. This includes, but is not limited to, any possible damage from the manufacturing environment, handling damage; unknown/unwanted items left in or on a part, packaging, etc. Supplier shall have a FOD Prevention program in place. All parts shall be protected prior to shipping from supplier's facility, as applicable to commodity being shipped. Parts may be returned in the original containers they came in. Depending on the supplier process performed, additional protection may be required to prevent damage. The parts shall be handled to prevent scratches, nicks and dings, or other type of surface damage. Use of newspaper is not allowed due to the corrosive nature of the ink.

#### Q26 SINGLE LOT SHIPMENTS

Each discrete line item on any PO must be provided from a single manufacturer's lot. Exceptions must be approved by a Saje Aerospace Inc. representative prior to shipment. Unauthorized receipt of multiple lots may be cause for rejection/return.

#### Q27 RAW MATERIAL, SPECIAL PROCESS CERTIFICATIONS, TEST REPORTS

When required by PO, the supplier shall provide raw material certifications with trace to mill source and country of origin, special process certifications, and applicable qualification test reports.

#### Q28 WARRANTY

Supplier warrants that all products and services furnished to Saje Aerospace Inc. will conform to applicable specifications, instructions, drawings, blueprints, data, samples and any other descriptions, will be of good material and workmanship and free from defects, including defects in design where design is Supplier's responsibility, and will be free from all liens and

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encumbrances, and will be new, merchantable and fit for the purpose intended. All warranties will survive inspection, test and acceptance of and payment for the relevant products and services. This warranty shall run to Saje Aerospace Inc. and its successors, assigns and customers. This warranty shall begin after Saje Aerospace Inc.'s final acceptance. Saje Aerospace Inc. may, at its option, either (i) return for credit or refund, or (ii) require prompt correction or replacement of the defective or non-conforming products. Supplier shall be liable for costs of inspecting, assessing, gaining physical access to, and removal of any installed non-conforming products or services or adjoining products. Deliveries of corrected or replaced products or services shall be accomplished promptly and shall be accompanied by written notice specifying that such products or services are corrected, repaired, or replaced. Saje Aerospace Inc.'s remedies with respect to this warranty shall not be limited, restricted or disclaimed in whole or part by any other terms or conditions. Saje Aerospace Inc. retains all its rights at law and in equity for supplier's breach of warranty. Products required to be corrected or replaced shall be subject to this article and further inspection rights in the same manner and to the same extent as products originally delivered under this contract, but only as to the corrected or replaced part or parts thereof. Even if the parties disagree about the existence of a breach of this warranty, Supplier shall promptly comply with Saje Aerospace Inc.'s direction to (i) repair, rework or replace the products or (ii) furnish any materials or parts and installation instructions required to successfully correct the defect or non-conformance.

#### Q29 CONFLICT MINERALS

Saje Aerospace Inc. certifies product as DRC Conflict-Free. Any supplier products shipped to Saje Aerospace Inc. shall not contain minerals that directly or indirectly finance or benefit armed groups in the Democratic Republic of the Congo. The term "Conflict Minerals" means: columbite-tantalite (coltan), cassiterite, gold, wolframite, or their derivatives; or any other mineral or its derivatives determined by the US Secretary of State to be financing conflict in the Democratic Republic of the Congo or any adjoining country.

#### Q30 FORCE MAJEURE

Deliveries or acceptance will be subject to extension of time necessary by reason of delays directly affecting supplier or Saje Aerospace Inc., respectively, occasioned by fires, floods, pandemic or other catastrophes, wars, riots or embargo delays, government allocations or priorities, unforeseeable government restrictions or controls, or unusually severe weather conditions, to the extent such delays and disabilities are beyond their reasonable control in spite of prudent precautions. Performance may be delayed only to the extent reasonably caused by such event and upon prompt written notice of the event.

#### Q31 FIRST ARTICLE INSPECTION REPORT

When specified on the PO, a First Article Inspection Report (FAIR) may be required with delivery of product. A FAIR shall accompany the first shipments of any product from a supplier. Requirements when to generate a FAIR and how to complete is defined per industry standard AS9102. FAIR must be documented directly on AS9102 forms unless supplier uses a form replicating the same format and information as AS9102 forms 1, 2 and 3.

#### Q32 STATISTICAL TECHNIQUES

When specified on purchase order, supplier shall use statistical techniques for product acceptance and related instructions for acceptance.

#### Q33 MATERIAL GRAIN FLOW

When noted on the drawing, control of grain flow direction is a requirement. The supplier shall certify to the grain flow direction of the parts produced. If there are any questions or concerns, immediately contact the Saje Aerospace purchasing department for resolution before accepting the order or proceeding with manufacturing the product.

#### Q34 SPECIALTY METALS

Material supplied must be in accordance with Domestic Specialty Metals Regulation DFARS 252.255-7008 and 252.255-7009, with Qualifying Countries per DFARS 225.872.1 (reference DFARS 252.225-7014, Alternate 1, superseded). The country of origin must be declared on the certification.

#### Q35 X-RAY

When x-ray process is required by the drawing or PO, x-ray film and x-ray inspection report shall be included with every shipment.

#### Q36 COUNTERFEIT PARTS/MATERIALS PREVENTION

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This purchase order requires compliance with AS5553 or AS6174 Counterfeit Parts/Materials Prevention Program. Any parts or material received under this program are subject to verification by Saje Aerospace Inc. and any suspect parts shall be processed per Saje Aerospace Inc. internal procedures. Saje Aerospace Inc. will retain the suspect counterfeit material to prevent a return into the supply chain at the cost of the supplier. Reimbursement of such costs including costs to destroy counterfeit material will be billed directly to the supplier. Saje Aerospace Inc. will not accept that specific lot of material in any future shipment regardless of origin.

#### Q37 DISPUTES

Except as otherwise specifically provided in this order, any dispute concerning a question of fact and/or law arising under this order that is not disposed of by agreement of the parties shall be decided by arbitration under the rules and laws of Connecticut. To the extent that the issue in dispute between Saje Aerospace Inc. and supplier is related to an issue in dispute between Saje Aerospace Inc. and its customer, supplier agrees to stay in arbitration proceedings until Saje Aerospace Inc. dispute with its customer is resolved.