

SUPPLIER TERMS AND CONDITIONS

OFFER: This order constitutes an offer of C. Cramer & Co., Inc. (hereafter referred to as "Purchaser") to the party to whom this order is addressed (hereafter referred to as the "Seller").

ACCEPTANCE: Acknowledgment by Seller of its receipt of this order, shipment by Seller of such goods as are subject to this order or performance by Seller of such work as is required by this order shall constitute acceptance by Seller who shall be bound by the provisions, including those appearing on the face hereof, of this order. Contract terms of instructions (including among others, those relating to delivery schedule, price, quality and specifications) stated by Seller in acknowledging this order in any form of acceptance or otherwise which in any way differ from, conflict with or are in addition to those of this order are hereby objected to by Purchaser and they shall be null and void and shall not be binding on Purchaser's offer as represented hereby and shall not be binding on Purchaser, unless expressly agreed to in writing by Purchaser. If the provisions of this order are unacceptable, Seller must advise Purchaser at once; such advice shall indicate expressly that it does not constitute acceptance and must be given prior to any action constituting acceptance. Purchaser may withdraw, revoke or evoke this order at any time prior to acceptance.

WARRANTY: Seller warrants all goods or services delivered hereunder to be free from defect of design, material or workmanship and to conform strictly to the specifications, drawings or samples specified or furnished. Seller further warrants that in respect to all aspects (including design, material or workmanship) of such goods or services as to which there are no specifications, drawings or samples, or they are incomplete, such goods or services shall be in conformance with all applicable industry standards as to the good quality thereof. Seller's warranty is in addition to any implied warranties provided by law and all warranties shall survive any delivery of the goods or provision of services subject to this order, or inspection and acceptance of such goods or services, or payment therefore by the Purchaser. All suppliers must have an active counterfeiting prevention program in place to ensure the integrity of their materials and processes. Where applicable, you must have an active FOD (foreign object debris & foreign object damage) program and have documented evidence that your employees are aware of its importance.

Effort needs to be applied to prevent damage, contamination, product loss, etc. in the handling and processing of at your facility. Absent any specific packaging instructions on our purchase order, it is incumbent upon our suppliers to apply their expertise to properly, handle, package and ship containers with sufficient integrity to prevent damage during shipment or return shipment to us.

ACCEPTANCE OF GOODS: Acceptance of goods subject to this order by Purchaser is subject to Purchaser's inspection on their arrival at Purchaser's premises, notwithstanding prior payment, including prior payment made to secure a cash discount. Goods rejected by Purchaser as not conforming to this order by reason of inferior quality, failure to meet specifications, late delivery or otherwise shall be returned to Seller with charges for transportation and labor being for the account of the Seller. Such rejected goods as are returned to the Seller shall not be replaced except upon express instructions given by the Purchaser. The Purchaser retains all remedies of which it is entitled by statute or under common law.

COMPLIANCE WITH LAW - PATENTS: It is agreed that orders and performance by the Seller hereunder shall comply with all applicable state and federal laws and regulations relative thereof. Seller shall defend and save harmless Purchaser from any loss, cost (including attorney fees) or damage by reason of any actual or alleged infringements of any letters patent concerning the goods purchased hereunder.

APPLICABLE LAW: This Purchase Order, the terms and conditions to which Seller has hereby agreed, and the transactions contemplated by such order and terms and conditions be governed by and construed and enforced in accordance with the laws of New Hampshire.

CONTRACT WORK: Under no circumstances is work to be transferred from your facility to another facility. All labor, staging, hoists, tools and equipment necessary for the performance of this order shall be furnished by the Seller, except such equipment as may, by agreement of the parties, be furnished by Purchaser. All the workmen, whether furnished by the Seller or by Purchaser, of this particular work shall be under the direction and insured by the Seller, and the Seller shall determine the method and manner of accomplishing the work.

Any persons working on items for C. Cramer & Co. must be sufficiently trained or experienced for the work and, where training certifications apply, their certification must be up to date with documented information supporting this. Where suppliers have developed special tooling or fixtures for processing, details of their use must be documented and maintained so as to provide continuity in the event of personnel changes. The supplier's employees must be aware of their contribution to product and service conformity, safety (where applicable), and the importance of ethical behavior especially in so far as its impact on conformity and quality of process outputs.

The Seller agrees to carry and maintain full public and employee liability, property and workmen's compensation insurance and to indemnify Purchaser from and against payment or loss with respect to, or liability for, any claim, cause of action or damages, and expense related thereto (including attorney fees), arising out of or in any acts or omissions in connection with the performance of this order.

In accepting this order, the Seller assumes full responsibility and exclusive liability for the payment of all contributions and payroll taxes, state and federal, if applicable, to all employees engaged in the performance of the work subject to this order and further agrees to meet and comply with all the requirements that may now or in the future be established under (i) general rules and regulations of the United States Social Security Board as established by the Social Security Act and (ii) any applicable state or local statutes, ordinances, rules, orders or regulations relating to unemployment compensation or insurance or the like.

MATERIAL DISTRIBUTORS: Distributors must guarantee authenticity and full traceability for supplied material back to its original manufacture, including the accuracy of the manufacturing lot information. The preferred method is to have the lot number on the labels on the material traceable to the identical number on the certificate of conformance. In cases where there is no labeling is on the product, the supplier is responsible for the cost of verifying that the material matches the dimensions and/or specifications on the certificate of conformance.

CALIBRATION SERVICES: Suppliers who provide calibration services must be compliant with ISO 17025 and must meet Sikorsky Aircraft's requirement stated in SSQR-01 for annual eye examinations for individuals performing calibration of IM&T resources.

CERTIFICATION STATEMENT: All C. Cramer & Co. suppliers must be able to verify product and process conformance to all requirements and specifications on the C. Cramer & Co. purchase order. In cases where the statistical process control or sampling is used for acceptance, these sampling rates must meet or exceed any requirements that are part of the specifications referenced on the purchase order. A signed certificate of conformity with the terms, conditions and specifications of this Order along with a quantitative test report showing raw materials conformance to the specifications shall be available for each shipment. The certification shall identify, when applicable, the material specification; manufacturer (and vendor if different); lot, batch, heat or serial identification; quality of material covered; date of shipment and material code numbers; statistical test results obtained and where applicable the inspection criteria used to verify product conformity. If, at any time, information becomes known that would invalidate the certification you supplied for your work you must notify C. Cramer & Co. within 48 hours.

C. Cramer & Co., Inc., its Customers, and authorized government regulatory agencies reserve the right to visit subcontractor's premises to verify the quality of work being done and maintenance of records. You must retain all quality records relevant to the services you provide us for a minimum of 15 years. If our purchase order designates a part as "Flight Safety", those records must be kept for 40 years. At the conclusion of the retention period, you may continue to maintain documents in a secure location, or permanently destroy them so they can't be used to support a counterfeit enterprise.

If the certification is accompanying the shipment, the shipping unit containing the document must be clearly marked as such so the certification is readily available to the receiving personnel. The certification must accompany the shipment unless other written agreements for alternate procedures have been made with Purchaser's purchasing or receiving personnel that will ensure this data is available when the material is received.

All suppliers must have a system that provides an effective framework for implementing, controlling, monitoring all their processes and guaranteeing conformity of products and services. Documented information must be maintained to verify an effective system. All supplier quality systems and manufacturing process systems (ISO, AS, Nadcap) must be at the current revision level and valid at the time of processing this purchase order. If any certifications have lapsed you must notify C. Cramer & Co. within 48 hours and stop work on any C. Cramer & Co. supplied product in your facility.

CANCELLATION AND MODIFICATION: C. Cramer & Co. expects 100% quality and 100% on time delivery from its suppliers. Purchaser shall have the right to cancel this order or any unfilled portion thereof if any delivery is not up to specifications or not made in specified time. Any items/yarns for which there is an established process, that process cannot be changed in any significant way without permission from C. Cramer & Co. If a basic process in your shop has changed and you receive items from C. Cramer & Co. that have not been done with that process, you must notify C. Cramer & Co. so that a test plan can be configured to establish the viability of the process. If there is a process that will not yield conforming results due to either temporary or permanent incapability, C. Cramer & Co. must be notified immediately. Any nonconforming parts must be segregated, and C. Cramer & Co. notified with the count and reason(s) for nonconformance. C. Cramer & Co. approval must be obtained for nonconforming product disposition. No waiver by Purchaser of any provision or condition hereof and any particular occasion shall be deemed to constitute a general waiver of such term or condition unless expressly so specified in writing by Purchaser.

PRICE NOT SPECIFIED: Unless otherwise specified on the face of this Purchase Order, all prices shall be F.O.B. destination at the lowest price prevailing when shipped, and shall be exclusive of any packing expenses.

PAYMENT TERMS: Seller's invoices which offer cash discount may be paid by Purchaser within the discount time periods specified and Purchaser shall have the benefit of such discount in the event payment shall be made within such period. Payment will be made from the later of the acceptance of goods or date of invoices.

FORCE MAJEURE: Neither party shall be liable for any delay or failure in its performance that is outside of its reasonable control including, but not limited to, those which relate to fires, floods, natural disasters, labor strikes, epidemics, pandemics or quarantines, labor, material or transportation shortages, war (declared or undeclared), terrorist activities, riots, governmental actions or orders (including Governmental delay), legal interference or prohibitions, commercial impracticability, defaults or excusable delays on the part of suppliers (each a "Force Majeure Event").

INSTRUCTIONS: Enclose packing slips in all cases, packages, etc. If a packing list is not enclosed, the Purchaser's count shall be accepted as final. Each shipment on account shall be billed separately. All bills must be mailed to this office on the day of shipment together with the receipt or Bill of Lading showing full routing. Gross and net weights must be shown.