

AXILLON AEROSPACE
TERMS & CONDITIONS OF PURCHASE-COMMERCIAL (ST-2)

1. ACCEPTANCE AND AMENDMENTS: The attached Purchase Order (“Order”) constitutes an offer by the applicable Axillon entity identified in the Order (“Axillon”) to purchase from the supplier identified in the Order (“Supplier”) the goods and/or services referenced in the Order exclusively under these Terms and Conditions of Purchase-Commercial (together with the Order, this “PO”), which are incorporated in their entirety into the Order, and is subject to withdrawal by Axillon at any time prior to communication of acceptance by Supplier to Axillon. Axillon and Supplier are individually referred to as a “Party” and collectively as the “Parties”. Acceptance of this PO is expressly limited to the terms and conditions set forth herein. This PO shall be deemed accepted by Supplier and shall constitute the entire agreement between the Parties with respect to the subject matter hereof upon the earliest to occur of: (a) Supplier's acknowledgement of this PO; (b) Supplier's commencement of performance; (c) Supplier's acceptance of any payment under this PO; or (d) Supplier's failure to deliver written notice of rejection of this PO to Axillon within ten (10) days of receipt of this PO. Terms and/or conditions proposed by Supplier in its acceptance or otherwise which are additional to or different from the terms and conditions set forth in this PO are expressly rejected and objected to without further notification from Axillon and shall not become a part of this PO. No course of dealing, usage of trade or course of performance shall be relevant to supplement or explain any terms used in this PO. No provision of UCC Article 2 pertaining to identifying terms of an agreement when the forms contain inconsistent terms shall apply. Neither Axillon's subsequent lack of objection to any such terms, nor the acceptance of goods or services ordered hereby, shall constitute or be deemed an agreement by Axillon to any such terms. All specifications, drawings, and other data referred to in this PO are hereby made a part of this PO as if fully set forth herein. If this PO shows on its face that it is placed under a U.S. Government contract or subcontract or if Axillon otherwise notifies Supplier that this PO is placed under a U.S. Government contract or a subcontract, certain clauses of the Federal Acquisition Regulation (FAR) (48 CFR Chapter 2) and the Department of Defense FAR Supplement (DFARS) apply, which are incorporated herein by reference, and are contained in Axillon's current form TCP-GS, entitled “Terms and Conditions of Purchase - Government Supplement” which is also incorporated by this reference and can be provided by an authorized representative of Axillon. Supplier's use of subcontractors, whether selected, directed or approved by Supplier, Axillon or Axillon's customer, to fulfill this PO shall not excuse Supplier of its obligations or requirements to Axillon under this PO. If this PO is for delivery of goods or performance of services under any existing written contract, the terms thereof shall also apply and shall prevail if in conflict herewith in any respect unless otherwise indicated in writing by Axillon. No amendment, modification, or waiver of any of the terms and conditions set forth in this PO shall be effective against Axillon except as shall be set forth in writing signed by Axillon's authorized representative.

2. PRICES AND PACKAGING: Supplier's prices include: the cost of packaging the goods purchased in a manner suitable for shipment by the method specified by Axillon, all taxes, fees, tariffs and/or duties applicable to the goods and/or services, provided that any value added tax ("VAT") and/or similar tax that is recoverable by Axillon will not be included in Supplier's price but will be separately identified on Supplier's invoice. Supplier will package, mark, and ship all goods in accordance with the requirements of this PO, good commercial practices, and in a manner, which will permit the securing of the best transportation rates. Damage to any article resulting from improper packaging will be charged to the Supplier. No additional charges will be allowed for containers, crating, boxing, bundling, dunnage, drayage, storage, or transportation thereof, unless stated in this purchase order. Packing slips must accompany all shipments. Axillon's count will be accepted as final and

AXILLON AEROSPACE
TERMS & CONDITIONS OF PURCHASE-COMMERCIAL (ST-2)

conclusive on all shipments. Axillon's purchase order number and Supplier's packing slip number, description, and count must appear on all invoices, packages, and bills of lading.

Supplier represents and warrants that the terms and conditions of this PO, including without limitation, all pricing terms, are and will be comparable to or better than the terms and conditions offered by Supplier to any of its other customers for the same or similar goods or services. An officer of Supplier will certify in writing Supplier's compliance with this paragraph within thirty (30) days of Axillon's request.

3. DELIVERY: Supplier will make all deliveries in accordance with FCA Supplier's Facility (INCOTERMS 2020), with title to goods transferring upon delivery to Axillon, or upon delivery to Axillon's designated drop-ship location, unless other delivery instructions or arrangements are agreed between Axillon and the Supplier. Supplier acknowledges that Axillon requires on-time delivery to operate its plants, therefore time is of the essence. Supplier will be responsible for all damages resulting from Supplier's failure to make timely or conforming deliveries of goods and/or services, including, but not limited to, costs Axillon incurs for the correction of goods and/or services with quality problems and costs Axillon incurs in connection with Axillon's machining and/or assembly line downtime. If Supplier's delivery of the goods or services is not made in the quantities and at the times specified herein, Axillon reserves the right without liability and in addition to any other rights and remedies at law, contract or at equity, to cancel this PO and to procure substitute goods or services at Supplier's expense and charge Supplier with any loss incurred including without limitation cost to cover, lost profits and special damages. Axillon will have the right to reject any goods or services which are tendered by Supplier in advance of the date scheduled for delivery, to accept early delivery of goods or services and defer payment until after the scheduled delivery date, or to accept early delivery of goods and place such goods in storage at Supplier's expense until the scheduled delivery date. Axillon may return any over shipments to Supplier at Supplier's risk and expense.

Supplier will deliver in accordance with the delivery date(s) specified in this PO or, if a delivery date or dates are not specified, then only as authorized in shipment releases issued by Axillon. Supplier will treat Axillon as a preferred customer and, as such, Axillon schedules are to be given priority. Supplier will promptly notify Axillon in writing of any potential or anticipated delivery delays or supply interruptions and Supplier will arrange, at Axillon's option and at locations acceptable to Axillon, for advance deliveries or warehousing of goods.

4. FORCE MAJEURE: Neither Party will be considered in default of performance under this PO to the extent that performance of such obligation is delayed or prevented by fire, flood, earthquake or natural disasters, riot, war, terrorism, civil strife, pandemics, epidemics or other public health emergency/ies, governmental regulations, or any other event beyond a Party's reasonable control and occurs without the applicable Party's fault or negligence (a "Force Majeure Event"). Material shortages or other supply chain issues are not considered a Force Majeure Event. As soon as possible, but not later than one (1) day after the determination that a Force Majeure Event will cause a delay in the supply of goods or services, Supplier will provide written notice to Axillon describing any anticipated delays in its performance due to the Force Majeure Event and advising Axillon of the anticipated duration of the delay, actions Supplier is taking to mitigate the delay, and the time that the delay will be cured. During the delay or failure to perform by Supplier, Axillon may at its option (i)

AXILLON AEROSPACE
TERMS & CONDITIONS OF PURCHASE-COMMERCIAL (ST-2)

purchase goods and/or services from other sources and reduce its releases or quantities set forth in this PO to Supplier by such quantities, without liability to Supplier; (ii) require Supplier to deliver to Axillon all or any portion of the finished goods and/or services, work-in-process and/or parts and materials produced or acquired for work under this PO; or (iii) require Supplier to provide goods and/or services of equal quality from other sources in quantities and at a time requested by Axillon and at the prices set forth in this PO. If, upon the request of Axillon, Supplier fails to provide adequate assurance that any delay will not exceed thirty (30) days, or if any delay lasts longer than thirty (30) days, Axillon may terminate this PO, in whole or in part, without liability and Supplier will reimburse Axillon for costs associated with the termination. Supplier will use all diligent efforts to ensure that the effects of any such Force Majeure Event are minimized and, as promptly as possible, resume full performance. If Supplier's delay or default is caused by a delay or default of a subcontractor or sub-supplier, such delay or default will be excused only if it arose out of a Force Majeure Event and was beyond the control of both Supplier and the subcontractor or sub-supplier and without the fault or negligence of either, and the goods and/or services were not obtainable from other sources in sufficient time to meet the required delivery or performance schedule. Axillon will not be liable for failure to accept any part of the goods and/or services purchased under this PO if such failure is the result of any cause beyond the control of Axillon including without limitation, fires, floods, acts of God, strikes, differences with employees, casualties, delays in transportation, inability to obtain necessary materials, utility services for machinery, or total or partial shutdown of Axillon's facilities for any cause.

5. CHANGES: Axillon reserves the right at any time prior to any of the delivery dates set forth in this PO by written notice to Supplier to make changes to the drawings, designs, or specifications of the goods and/or services ordered, the method of packaging and shipping, the time, place or method of delivery, the quantity of goods ordered, or the work or services covered hereby. If any such changes affect Supplier's cost and/or delivery schedule, Supplier will notify Axillon immediately, and, in the case of an increase in Supplier's cost, within twenty (20) days of such notice Supplier will submit a detailed cost break-down comparing original requirements and costs to the changed requirements and costs. The Parties will then discuss an equitable adjustment in PO price, delivery schedule, or both; however, no adjustment will be binding on Axillon unless evidenced by one of the following: a new purchase order, a change notice, or a revision to this PO signed by an authorized representative of Axillon. Nothing in this Section 5 shall excuse Supplier from immediately proceeding with this PO as changed.

6. REJECTION/REVOCATION: Payment for any goods and/or services under this PO shall not constitute acceptance thereof, and Axillon reserves the right, but is not required, to inspect all goods and/or services purchased under this PO at Axillon's discretion and at Axillon's option and to reject nonconforming goods and/or services or revoke acceptance of nonconforming goods and/or services. At Axillon's option and at Supplier's risk and expense, Axillon may return nonconforming goods to Supplier, require Supplier to grant a full refund or credit to Axillon for nonconforming goods and/or services, hold nonconforming goods for disposition by Supplier, and/or require Supplier to reperform the work or rework nonconforming goods and/or services to correct nonconformities. Unless otherwise agreed, replacement of any nonconforming or defective good will be accomplished by Supplier within twenty-four (24) hours of Supplier's receipt of notification of the nonconformance

AXILLON AEROSPACE
TERMS & CONDITIONS OF PURCHASE-COMMERCIAL (ST-2)

or defect, and re-performance of any nonconforming or defective service will be accomplished promptly.

In the event of multiple nonconforming goods and/or services, Supplier will, within twenty-four (24) hours from notice from Axillon, submit a written corrective action report to Axillon. Such report shall identify the root cause of the nonconformance, identify the affected goods and/or services and communicate a corrective action plan for Axillon's review and approval.

Acceptance of any part of the goods and/or services ordered under this PO shall not bind Axillon to accept other parts of the goods and/or services, including any future shipments, or waive its right to revoke acceptance of goods previously delivered or services previously performed.

7. SUPPLIER'S WARRANTIES: Supplier represents, warrants, and covenants that all goods and/or services provided, whether by Supplier or its subcontractors or sub-suppliers, will: (i) be new and of merchantable quality; (ii) be free from all defects in design, workmanship, material and title, and Supplier will cause any lien or encumbrance asserted to be discharged, at its sole cost and expense, within 15 calendar days of its assertion (provided such liens do not arise out of Axillon's failure to pay amounts not in dispute under this PO); (iii) be provided in strict accordance with all requirements, regulations, codes, instructions, standards, drawings, design, specifications and other requirements approved or provided by Axillon; (iv) be provided/performed in a timely, competent, professional, and workmanlike manner in accordance with the highest standards and best practices that apply in Supplier's industry and all Laws; and (v) be fit for the particular purpose for which such goods and/or services are purchased by Axillon. Supplier further represents, warrants, and covenants that the goods and/or services provided, and any deliverables created during the performance of the services, do not and will not infringe, misappropriate, or violate any intellectual property right of a third party and are not subject to any license or any other obligations or conditions that would affect Axillon's use or resale thereof. Supplier represents, warrants, and covenants that Supplier has the legal right and power to assign to Axillon and its affiliates the ownership of any such deliverables, including without limitation all intellectual property and proprietary rights therein, without violating any rights of any third party and Supplier hereby assigns ownership of the deliverables and all intellectual property or other proprietary rights in and to any such deliverables to Axillon and its affiliates. Additionally, Supplier represents, warrants, and covenants that any goods or deliverables provided by or on behalf of Supplier that include software, firmware or any other computer code of any nature does not contain: (i) any viruses, malware, spyware, keylogger, or ransomware; or (ii) anything that would enable Supplier or a third party to access, view or control any part of Axillon's information technology systems or Information stored therein.

Supplier agrees that these warranties will survive acceptance of the goods and/or services. The warranties stated in this Section 7 will also apply to any repaired or replaced goods or reperfomed services and, in all cases, are hereby extended to, and shall inure to the benefit of, Axillon and Axillon's affiliates, subsidiaries, successors, assigns, and direct and indirect customers to whom the goods and services provided under this PO may be sold or transferred (jointly and severally "Axillon Entities").

In the event of breach of warranty, Axillon will be entitled to all rights and remedies available at law, contract or at equity, including but not limited to, at Axillon's option and at no additional cost to Axillon: (i) credit, (ii) replacement or repair of goods, (iii) reperformance of services; (iv) recoupment

AXILLON AEROSPACE
TERMS & CONDITIONS OF PURCHASE-COMMERCIAL (ST-2)

of any costs and expenses of removal of the goods from any component, assembly or system; (v) reinstallation of non-defective goods, (vi) recoupment of any other costs or expenses for return of the goods; and (vii) recoupment of any other costs, expenses, or losses caused by or related to the defective goods or services. Supplier will also reimburse Axillon for any incidental and consequential damages caused by such nonconforming goods and/or services including, but not limited to costs, expenses, and losses incurred by Axillon: (a) in inspecting, sorting, repairing, or replacing such goods or services; (b) resulting from any production interruptions; (c) conducting any recall campaigns or other corrective actions; and (d) claims for personal injury or property damage.

8. AXILLON'S PROPERTY: Unless otherwise expressly provided in this PO, all Special Property (as defined below in this paragraph), and all tangible and intangible property furnished to Supplier by Axillon or based on or derived from Axillon's confidential or otherwise proprietary information, or produced or purchased by Supplier at Axillon's expense, for use in Supplier's performance hereunder, and any replacement thereof, is and shall remain the exclusive property of Axillon. For purposes of this PO, "Special Property" includes without limitation, dies, fixtures, molds, patterns, gauges, test equipment, information, or similar items used in Supplier's performance of this PO that are specially acquired for Supplier's performance hereunder or of such specialized nature that absent substantial alteration, their use is limited to the production of the goods or the rendering of the services referenced in this PO. Absent express agreement to the contrary, the amounts charged by Supplier pursuant to this PO will include payment for all Special Property. Hereinafter Special Property and all property furnished to Supplier by Axillon are collectively referred to as "Axillon's Property." Supplier will not sell, encumber, transfer, assign, dispose of, or modify Axillon's Property and will not use Axillon's Property for any purpose other than in the performance of this PO without Axillon's prior written consent.

At all times while Axillon's Property is in Supplier's custody or control, Axillon's Property will be held at Supplier's risk and will be fully insured at Supplier's expense at replacement cost payable to Axillon, and Supplier will provide routine maintenance at its expense.

Supplier agrees that Axillon's Property will remain separate and a label will be affixed stating it is Axillon's Property and will not become a fixture attached to realty. Supplier will allow Axillon's representative to inspect Axillon's Property at any time upon reasonable notice. Supplier hereby authorizes Axillon to file a form UCC-1 financing statement or its equivalent to enable Axillon to make its ownership rights in Axillon's Property of public record. At any time upon the request of Axillon and in accordance with Axillon's instructions, Supplier will prepare for shipment, package and deliver Axillon's Property in good condition and at Supplier's cost FCA Supplier's business location (INCOTERMS 2020).

9. INSURANCE: Supplier represents that it has and will maintain the following types and amounts of insurance coverage and agrees to furnish certificates of insurance showing that Supplier has insurance coverage in the following minimum amounts:

- Workers Compensation – Statutory limits for the state(s) in which the work will be performed
- General/Products Liability – \$2,000,000 per occurrence with an Umbrella Liability – minimum \$5,000,000

AXILLON AEROSPACE
TERMS & CONDITIONS OF PURCHASE-COMMERCIAL (ST-2)

- Automobile Liability – \$1,000,000 (per any one accident) – Required only when Supplier's vehicle will enter any of Axillon's premises or for the provision of transportation services; and
- Aircraft Product Liability – \$10,000,000 Aggregate – Required only when this is a purchase order for the provision of goods for use on an aircraft or in the aerospace market.

Said certificates of insurance will set forth the amount of coverage, the number of the policy and the date of expiration. Upon Axillon's request, Supplier will name Axillon or the Axillon Entities as an additional insured on its policies. If Supplier is a self-insurer for workers compensation purposes, Supplier will provide Axillon with a copy of the self-insured certificate issued by the state(s) where work will be performed. Compliance by Supplier with the insurance requirements stated in this Section 9 will not in any way affect Supplier's duty to indemnify Axillon under Section 10 herein.

10. INDEMNIFICATION: Supplier agrees to indemnify, defend, and hold each of the Axillon Entities, and each of their respective directors, officers, employees, contractors, and agents (together "Indemnitees") harmless from and against any and all losses, liabilities, damages, claims, awards, demands, judgments, settlements, fines, suits, actions, proceedings, subrogation claims, costs and expenses, including without limitation court costs and attorney's fees, whether arising out of contract, tort strict liability, warranty, or otherwise, (collectively "Damages") incurred in connection with or relating to: (i) the design, manufacture, sale or use of the goods and/or services; (ii) goods delivered or services or labor performed pursuant to this PO; (iii) performance or failure to perform its obligations under this PO; (iv) Supplier's failure to comply with any applicable laws, orders, rules, regulations, codes, directives, ordinances and/or conventions ("Laws") or applicable standards; (v) Supplier's negligence or more culpable conduct; (vi) allegations that any goods or services provided by Supplier infringe, misappropriate, or violate any patent, trademark, copyright, trade secret, or other intellectual property or proprietary right owned by a third party; or (vii) any Damages to Axillon's Property or for injuries (including death) to any person, including without limitation any employees of Axillon Entities, arising from or in connection with Supplier's performance of work or use of Axillon's Property. The provisions of this Section and Supplier's indemnification obligations shall apply notwithstanding any negligence of any of the Axillon Entities or Indemnitees. Supplier's obligations pursuant to this Section 10 shall survive the completion of performance and the expiration or termination of this PO.

Supplier further agrees, upon receipt of notification, to promptly assume full responsibility for the defense of any claims brought against the Indemnitees, and in such event, Supplier will not consummate any settlement without Axillon's prior written consent. The failure of Axillon to provide Supplier with prompt notice does not relieve Supplier of its obligations under this Section 10 unless such failure to promptly notify Supplier causes irreparable harm. Axillon has the right to participate in the defense of any claim through counsel of its own choosing.

Notwithstanding the foregoing, Supplier will not have an obligation to defend or indemnify Axillon pursuant to Sections 10(i), (ii), or (vi) to the extent any claim is directed to the design of any item delivered pursuant to this PO if the design for such item was specified entirely by Axillon.

11. AUDITS, INVESTIGATIONS: Supplier agrees that its books, records, and accounts will accurately and fairly reflect all transactions of Supplier and shall be maintained in accordance with Laws and Generally Accepted Accounting Principles. Axillon will have the right to perform audits and

AXILLON AEROSPACE
TERMS & CONDITIONS OF PURCHASE-COMMERCIAL (ST-2)

inspections of Supplier's facilities, records, books, costs, and other items related to this PO. Supplier will, upon reasonable request and during normal business hours, make available for examination and reproduction by Axillon or its authorized agents, such facilities, costs, books, records, and other items of Supplier as may be necessary to verify compliance with this PO, including all relevant specifications, drawings, designs, Laws, and standards to enable Axillon to comply with its customer obligations, and to perform such audit. Audits may be performed while this PO is in effect or within one year after its termination. Further, should Supplier or Supplier's employees, sub-contractors or sub-suppliers in any way be involved in any investigation being performed by or on behalf of Axillon, such as investigations in response to government inquiries or alleged compliance failures, Supplier and Supplier's employees, sub-contractors and sub-suppliers shall cooperate with Axillon in such investigation.

12. REMEDIES: Axillon's remedies described herein will be cumulative and in addition to any remedies allowed by law or in equity. Axillon may, at any time, debit, deduct, or set-off money owed, due, or to become due to Supplier from Axillon under this PO as recovery for any claims that Axillon has or may have against Supplier arising out of this PO or any other agreement between the Parties.

13. CONFIDENTIAL INFORMATION, PROPRIETARY RIGHTS: All information (including but not limited to, trade secrets, drawings, plans, designs, specifications, manufacturing processes or techniques, research and development data, inventions, know-how, processes, procedures, costs, suppliers, methods, sales, customer information and lists, financial data, business plans, and information relating to identified or identifiable individuals) relating to this PO or to the goods and/or services to be provided hereunder which has been disclosed to Supplier by or on behalf of Axillon (whether such information is owned by Axillon or by any other entity with whom Axillon is doing business) or which will be developed in the course of Supplier's performance under this PO specifically for Axillon (collectively referred to as "Information"), has been and will be received and held by Supplier in confidence. Supplier will not disclose the Information to others and will not use the Information for any purpose other than for the direct benefit of Axillon. Supplier will acquire no right in or to such Information. Supplier will promptly return the Information to Axillon and discontinue all use of the Information upon expiration or termination of this PO or at Axillon's earlier written request. Supplier will not disclose to Axillon or use in the course and scope of Supplier's performance hereunder any information of other entities that Supplier does not have a lawful right to use or disclose. Supplier will limit access to the Information to only those employees of Supplier having a need to know such Information, and all such employees of Supplier having access to Information will be made aware of and agree to the obligations under this Section 13.

Any invention, development, or copyrightable subject matter conceived, first reduced to writing, first reduced to practice, or made by Supplier, either solely or with others, in the course of Supplier's performance under this PO is hereby assigned to Axillon if such invention or development or copyrightable subject matter (i) results from services for Axillon, (ii) is paid for by Axillon, or (iii) is made using Axillon's time, materials, facilities, or Information. Supplier agrees and will cause its approved subcontractors and agents to agree, that with respect to any invention, development, or copyrightable subject matter that may qualify as a Work Made for Hire as defined in 17 U.S.C. §101, such invention, development, or copyrightable subject matter will be deemed a Work Made for Hire. Work Product is and will be deemed a Work Made for Hire and Axillon will have the sole right to the copyright (or, in the event that any such invention, development, or copyrightable subject matter

AXILLON AEROSPACE
TERMS & CONDITIONS OF PURCHASE-COMMERCIAL (ST-2)

does not qualify as a Work Made for Hire, the copyright and all other rights thereto are hereby assigned as stated above). Supplier will disclose such inventions, developments, or copyrightable subject matter promptly to Axillon and will cooperate with Axillon during and after the term of this PO in filing and prosecuting any patent or copyright applications thereon and in evidencing ownership thereof by Axillon. Supplier agrees that the payments pursuant to this PO are full and complete compensation for all obligations assumed by Supplier hereunder, and the assignment of inventions, developments, or copyrightable subject matter does not entitle Supplier to any additional compensation. The obligations of this Section 13 shall survive the completion of performance and expiration or termination of this PO.

14. SECURITY: Supplier agrees to: (i) develop, implement, maintain, monitor, and update a reasonable and appropriate, written data and cyber security program incorporating administrative, technical, organizational and physical safeguards, security measures, and security awareness, and (ii) install and implement security hardware and software, in each case, designed to (A) protect the security, availability, and integrity of Supplier's network, systems, and operations; the goods and services; and Axillon Information from loss or unauthorized alteration, disclosure, control, access and use; (B) guard against security incidents; and (C) satisfy requirements as set forth in a generally accepted cybersecurity framework, such as ISO/IEC 27001 or NIST 800-53 to establish a resilient control environment or equivalent level of security protection appropriate for the information involved and the then current security solutions. Supplier shall notify Axillon immediately of any actual or reasonably suspected breach to Supplier's security that could potentially result in, or has resulted in: (i) the loss or unauthorized alteration, disclosure, control, access or use of Information; or (ii) an unauthorized access to Axillon's information technology systems, operational technology systems, networks, internet-enabled applications or devices or the data contained within any such systems. Supplier's notice to Axillon shall provide a full description of the breach, and Supplier shall, at its sole expense (i) promptly take all steps reasonably necessary to investigate, mitigate and/or resolve the breach; (ii) share with Axillon any information that subsequently becomes available to it which may assist Axillon in investigating, mitigating and/or preventing any effects of the breach on the Axillon information technology systems or Information; (iii) obtain Axillon's consent prior to submitting or sending to third parties any communications, filings, notices, press releases, or any other reports relating to the involvement of Axillon information technology systems or Information in the breach; and (v) provide any additional information, take any other additional steps or remedial measures, as determined to be reasonably warranted by Axillon. Axillon shall have the right to audit Supplier or, in Axillon's sole discretion, to request Supplier to provide to Axillon written proof of Supplier's compliance with this Section 14.

15. TERMINATION: Axillon may, upon notice to Supplier, immediately terminate all or any part of this PO and/or any other agreement between the Parties if Supplier (i) repudiates, breaches, or threatens to breach any of the terms of this PO; (ii) fails to perform or deliver or threatens not to perform or deliver the goods and/or services in accordance with this PO; (iii) fails to meet Axillon's quality requirements and fails to correct the failure immediately following Supplier's receipt of written notice from Axillon identifying the failure; (iv) enters or offers to enter into a merger, spin off, sale or exchange of stock or other equity interests that would result in a change in control of Supplier, and/or a transaction that includes a sale of all or a substantial portion of the assets used for the production of the good and/or services pursuant to this PO, without the prior written consent of an authorized

AXILLON AEROSPACE
TERMS & CONDITIONS OF PURCHASE-COMMERCIAL (ST-2)

representative of Axillon; (v) fails to remain competitive with respect to quality, technology, delivery, service, or pricing; or (vi) fails to provide Axillon with adequate assurance of Supplier's ability to timely perform any of Supplier's obligations under this PO.

Axillon may terminate this PO and/or any other agreements between the Parties and Supplier's performance hereunder immediately without incurring liability to Supplier upon: (i) Supplier's insolvency; (ii) filing of a voluntary petition in bankruptcy by Supplier; (iii) filing of an involuntary petition in bankruptcy against Supplier; (iv) appointment of a receiver or trustee for Supplier; (v) execution or assignment for the benefit of creditors by Supplier; or (vi) any comparable event.

Axillon further reserves the right to terminate Supplier's performance under this PO and/or any other agreements between the Parties in whole or in part at any time without cause by giving written notice, whereupon Supplier will cease performance immediately and will take such actions as are necessary to protect property in Supplier's possession in which Axillon has an interest. Supplier will promptly advise Axillon of any items acquired in anticipation of completion of its performance under this PO. Supplier will comply with Axillon's instructions regarding the disposition of such items. Supplier will submit all claims resulting from such termination within thirty (30) days of its receipt of such notice. Axillon will have the right to inspect Supplier's records, facilities, work, and materials relating to its performance or anticipated performance of this PO to establish the value of Supplier's claims. Axillon will pay Supplier, without duplication, this PO price for finished work accepted by Axillon and the cost to Supplier of work in progress and raw materials allocable to the terminated work which cannot be repurposed or returned by Supplier based on Axillon's audit of Supplier's records, using generally accepted accounting principles; however, the amount due to Supplier will be reduced by the following: (i) the market value or cost (whichever is higher) of any items used or disposed of by Supplier without Axillon's consent; (ii) the agreed value of any items used or disposed of by Supplier with Axillon's consent; and (iii) the cost of any defective or destroyed materials.

Axillon will make no payments for finished work, raw material, or other items fabricated or procured by Supplier in excess of the lesser of (i) that ordered; (ii) that for which Axillon has issued shipment releases as of the date of the notice of termination released; or (iii) thirty (30) days of supply.

Notwithstanding the foregoing, payments under this Section 15 will not exceed the price for the entire performance specified in this PO less payments that would otherwise be made to complete performance hereunder. Payment under this Section 15 will constitute Axillon's sole and exclusive liability in the event Axillon elects to terminate this PO without cause by notice.

16. COMPLIANCE WITH LAWS: Supplier represents, warrants, and covenants that the goods and/or services supplied hereunder will have been produced or provided in compliance with, and Supplier, the goods and/or services will comply with, all applicable Laws, including without limitation, those that relate to equal employment opportunity, wages, hours and conditions of employment, discrimination, occupational health/safety, motor vehicle safety, environmental matters, data privacy and/or protection, and anti-bribery, including without limitation, the U.S. Foreign Corrupt Practices Act, U.S. Anti-Kickback Act, and the U.K. Bribery Act. At Axillon's request, Supplier will certify in writing its compliance with Laws. Supplier agrees that, in addition to Axillon's termination rights set forth herein, Axillon may immediately terminate this PO and all other agreements and/or purchase orders between the Parties in the event of a violation of Sections 16, 17 or 18 by Supplier. Axillon will not be required to make any payments to Supplier that might otherwise be due if such

AXILLON AEROSPACE

TERMS & CONDITIONS OF PURCHASE-COMMERCIAL (ST-2)

payments are related to a transaction in which Supplier has violated Sections 16, 17 or 18. Supplier will, unless prohibited by any applicable Laws, reimburse Axillon for any fines or penalties levied against Axillon in connection with such violation.

No good supplied hereunder shall contain any mineral that directly or indirectly finances any armed group that has been identified as a perpetrator of human rights abuses, including without limitation those defined as conflict minerals in the rules issued under Section 13(p) of the Securities Exchange Act of 1934. Supplier must prohibit any form of forced labor, including forced or indentured child labor in the production and supply chain relating to the goods sold to Axillon.

No good supplied hereunder shall contain any iron or steel that originated in Russia or was exported from Russia, or otherwise in any manner contravenes Article 3g (1) (d) of Regulation (EU) No 833/2014 listed in Annex XVII (List of iron and steel products referred to in Article 3g). Supplier further agrees to maintain proof of the country of origin of the iron and steel commodities and intermediate products used for processing goods supplied within Harmonized Tariff Schedule Chapter 72 and 73 hereunder, and to provide such documentation to Axillon promptly upon its request.

The goods and/or services may be subject to certain export, import or foreign trade control laws and regulations including those of the United States, such as the U.S. Commerce Department's Export Administration Regulations and the U.S. Treasury Department's Office of Foreign Assets Control Regulations ("Export Laws"). Supplier agrees to comply with all applicable Export Laws and Arms Export Control Act, 22 U.S.C. 2751-2799, including the International Traffic in Arms Regulation (ITAR), 22 CFR 120-130, including the requirement for obtaining an export license or agreement, if applicable, and notify Axillon of any licenses applicable to any goods and/or services. Supplier will prohibit exports, re-exports, transfer (in-country) or disclosure of U.S. origin technology or materials to countries subject to embargos, sanctions or designated as terrorist-supporting by the United States; including entities on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons, the U.S. Commerce Department's Denied Party list, or Entity List (see www.bis.doc.gov for information). Without limiting the foregoing, Supplier agrees that it will not transfer an export-controlled item, data, or service, to include transfer to foreign persons employed by or associated with, or under contract to Supplier or Supplier's lower-tier suppliers, without the authority of a U.S. Government export license, agreement, or applicable exemption or exception. If Supplier is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnishing defense services, Supplier represents, warrants, and covenants that it is registered with the Office of Defense Trade Controls, as required by the ITAR, and that it maintains an effective export/import compliance program in accordance with the ITAR. Supplier will immediately notify Axillon in writing if Supplier or any of its subcontractors or sub-suppliers is (i) suspended, debarred, or proposed for suspension or debarment from doing business with the U.S. Government entity or agency, or (ii) listed or is proposed to be listed by the U.S. Government in any "denial orders," as a "blocked person," as a "specially designated national," or as a "specially designated terrorist" for U.S. export administration purposes (collectively, "Debarment"). Any such Debarment will constitute cause for Axillon to cancel or terminate this PO and any other agreement between the Parties for cause and without liability to Axillon.

AXILLON AEROSPACE

TERMS & CONDITIONS OF PURCHASE-COMMERCIAL (ST-2)

Supplier agrees to provide Axillon with accurate and timely trade data including commodity classifications, country of manufacture, and international free trade agreement certifications for all goods and services, as applicable and at no additional cost or fee.

International Cargo Security Measures: Supplier agrees to use minimum security criteria requirements for its international shipments to Axillon as outlined in the C-TPAT and the Authorized Economic Operator security programs based on the WCO SAFE Framework of Standards:

<http://www.wcoomd.org/-/media/wco/public/global/pdf/topics/facilitation/instruments-and-tools/tools/safe-package/safe-framework-of-standards.pdf?la=en>

<https://www.cbp.gov/border-security/ports-entry/cargo-security/ctpat>

17. ANTI-CORRUPTION COMPLIANCE:

Supplier represents, warrants, and covenants that:

(a) Supplier has not paid, offered, promised to pay, or authorized, and will not pay, offer, promise to pay, or authorize the payment directly or indirectly of any monies or anything of value (services, gifts, gratuities, kickbacks, or otherwise) for the purpose of obtaining or rewarding favorable treatment as a supplier to Axillon.

(b) Supplier has not paid, offered, promised to pay, or authorized and will not pay, offer, promise to pay, or authorize the payment, directly or indirectly of any monies or anything of value to (1) any person or firm employed by or acting for or on behalf of Axillon or any customer of Axillon, whether private or governmental, or (2) any government official or employee or any political party or candidate for political office or a political party official, for the purpose of influencing any act or decision or inducing or rewarding any action in order to secure any improper advantage in the conduct of business.

(c) Supplier has not made, and will not make, any improper payments, directly or indirectly, including without limitation facilitation payments, bribes, or kickbacks.

(d) Supplier has established and will maintain an effective business ethics and compliance program and procedures to prevent corruption and ensure compliance with all applicable laws and regulations pertaining to corruption and bribery.

(e) Supplier will immediately disclose to Axillon in writing all pertinent facts regarding any violation, or alleged violation, of the U.S. Foreign Corrupt Practices Act, U.S. Anti-Kickback Act, and U.K. Bribery Act and will cooperate with any investigations.

(f) If this PO is for goods and/or services for a U.S. Government contract or subcontract thereunder, Supplier further represents, warrants, and covenants that no monies or anything of value (services, gifts, gratuities, kickbacks, or otherwise) has been provided to any person or firm in connection therewith, directly or indirectly, whether or not for the purpose of obtaining or retaining business, or to secure an advantage in the conduct of business.

(g) Supplier will include this Section 17, or provisions of equivalent effect, in any lower tier subcontracts under this PO.

AXILLON AEROSPACE
TERMS & CONDITIONS OF PURCHASE-COMMERCIAL (ST-2)

18. SUPPLIER CODE OF CONDUCT: Supplier will comply with the Axillon Aerospace Supplier Code of Conduct, which is incorporated by reference here and can be provided by an authorized representative of Axillon.

19. ASSIGNMENT: The obligations of Supplier under this PO may not be assigned or subcontracted in whole or in part nor may any assignment of money due or to become due hereunder be made by Supplier without the prior written consent of Axillon. Any prohibited assignment will be null and void for all purposes. A change in control of Supplier or a sale of all or substantially all of Supplier's assets, shall constitute an assignment hereunder. Axillon may assign this PO, and/or any interest therein, to any third party without consent of Supplier.

20. GOVERNING LAW: This PO is deemed to have taken place in, and shall be governed and construed in accordance with, the laws of the State of Delaware, as applicable to contracts executed and wholly performed therein and without regard to conflicts of laws principles. Buyer irrevocably agrees and consents to the exclusive jurisdiction and venue of the courts of Kent County, Delaware with respect to any dispute, controversy or claim arising out of or relating to the sale and delivery of the Products. The provisions of the United Nations Convention on Contracts for the International Sale of Goods are hereby excluded.

21. SUPPLIER'S CONTINUING OBLIGATION: Except as provided in Section 4, Supplier may not suspend performance for any reason, including without limitation in the event of any claim between the Parties arising out of, or in connection with, this PO or any other agreement between the Parties. Supplier's obligation to provide Axillon with a continuous, uninterrupted supply of goods and/or services in accordance with the terms of this PO will not be excused by such Claim. If Supplier intends to suspend operations for maintenance of its facility, Supplier will give Axillon at least six (6) months' prior written notice and will insulate Axillon from any supply disruption by maintaining bridge inventory for the entire period of the suspension. In addition, Supplier will, at its expense, take all necessary actions to ensure the supply of goods and/or services to Axillon for at least thirty (30) days during any anticipated labor disruption or resulting from the expiration of Supplier's labor contracts.

22. MISCELLANEOUS: Axillon's failure to insist upon the performance of any term or condition of this PO or to exercise any right hereunder on one or more occasions shall not constitute a waiver or relinquishment of Axillon's right to demand future performance of such term or condition or to exercise such right in the future. If any term or portion of this PO is held to be invalid or unenforceable under any Law, such term or portion shall be deemed reformed or deleted, but only to the extent necessary to comply with such Law and the remaining provisions of this PO shall remain in full force and effect.

The headings and/or titles used to describe sections or paragraphs hereof are included for convenience only and will not be deemed to limit, construe, affect or alter the meaning of or otherwise affect the interpretation of the contents of such sections or paragraphs. As used in this PO, the word "including" means "including but not limited to."

The relationship between Axillon and Supplier will be that of independent contracting parties. Nothing contained in this PO shall be construed as providing for the sharing of any costs, expenses, risks, or liabilities arising out of the other Party's activities related to this PO. Supplier will not in any manner represent that it or its employees or agents are employees or agents of Axillon, and nothing

AXILLON AEROSPACE
TERMS & CONDITIONS OF PURCHASE-COMMERCIAL (ST-2)

contained in this PO shall be construed as authorizing Supplier to create or assume any obligation or liability in the name of Axillon or subject Axillon to any obligation or liability. This PO shall not constitute, create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership, or formal business organization of any kind. Nothing herein shall be construed as providing for the sharing of profit or losses arising out of the efforts of either or both Parties.