

TERMS OF PURCHASE

1. Scope: The terms and conditions set forth herein together with those appearing on the face of this purchase order or on any exhibits attached hereto (including any documents specifically incorporated herein by reference) constitute the complete and exclusive agreement (hereafter "Order") between Crestview Aerospace LLC , KEMCO Tool & Machining Company Inc / Mastercraft Aerospace ("Buyer") and the seller identified on the face of this Order ("Seller"). This Order constitutes the sole and entire agreement of the parties with respect to this Order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both oral and written, with respect to the subject matter of the Order. This Order expressly limits Seller's acceptance to the terms and conditions of the Order. The terms and conditions set forth herein prevail over any terms and conditions contained in any other documentation and expressly exclude any of Seller's general terms and conditions of sale or any other document issued by Seller in connection with this Order. No modification of this Order shall be binding upon either party unless in writing or signed by an authorized representative of each party.

K40 Confidentiality: By accepting this request for quote or purchase order, the Supplier undertakes to treat as confidential all information supplied by KEMCO/Mastercraft and shall take all necessary measures to ensure that neither the Supplier, nor any of its employees, agents, Suppliers, subcontractors, or other interested parties, whether involved on permanent or temporary basis, shall communicate or divulge to any third party any information, in particular specifications, formulae, designs and drawings concerning KEMCO/Mastercraft for quotes or purchase orders. This requirement of confidentiality shall be maintained for a period of five years from the date of completion. The Supplier is prohibited from making public any details in relation to its business dealings with KEMCO/Mastercraft except where the latter has been given express written permission.

K41 ITAR: The information contained in this Purchase Order and any files transmitted with it may contain information that is subject to the International Traffic in Arms Regulation (ITAR) or the Export Administration Regulation (EAR). This information may not be exported, released, or disclosed to foreign nationals inside or outside the United States without first complying with the export license requirements of the ITAR and/or the EAR.

2. Acceptance: Seller's written acceptance or commencement of performance of this Order shall constitute acceptance. If Seller does not accept this Order in writing within ten days of Seller's receipt of this Order, this Order will be deemed accepted by Seller. Buyer may withdraw this Order any time before acceptance. Seller shall either accept or reject order within 10 days.

K9 General Compliance: By the acceptance of this Purchase Order, the seller agrees that materials, items and/or finished parts shall be controlled, Inspected, and tested in compliance with, and will meet all specified Purchase Order requirements drawing/specifications, and that applicable records are on file for at least five (5) years, subject to KEMCO / Mastercraft Customer examination.

K37 Customer Designated Source: In those cases where a customer approved supplier / subcontractor uses an outside source to fulfill KEMCO's purchase order, that KEMCO's/Mastercraft's customer must also approve sub-tier supplier / subcontractor. This includes suppliers that provide special processes.

K43: EXPEDITE: This order is considered highest priority. Agreed to EXPEDITE CHARGES APPLY

K56 PENALTY - If no information has been given according to Clause K55 within said time of 7 days, penalty for late delivery (part delivery) shall be paid to KEMCO/Mastercraft at a rate of one-half percent (1/2) % per day(s). The penalty shall be calculated based on the price of the products delayed. The total sum of penalties for late deliveries shall not exceed twenty-five (25) % of the price of the products delayed. Apart from the above, KEMCO / Mastercraft is not entitled to any compensation for damage in case of late delivery.

K59 Digital Product Definition (DPD) / Model Based Definition (MBD):

The Supplier shall conform to Buyer's document D6-51991 "Quality Assurance Standard for Digital Product Definition at Boeing Suppliers" and obtain Buyer approval as DPD-Capable if the supplier receives, downloads, and/or uses Buyer's DPD geometry in any format. If the supplier receives Buyer's DPD geometry in MBD format, the supplier is required to obtain Buyer's approval as MBD-capable. If the supplier provides Buyer's DPD geometry to the supplier's subcontractors in any format, the supplier shall impose Buyer's document D6-51991 as a requirement and is responsible for its subcontractor's conformance. If the supplier provides Buyer's DPD geometry in any format to the supplier's subcontractors, the supplier shall comply with all applicable export laws. A copy of Buyer's document D6-51991 and associated documents can be obtained at the following

URL:<http://www.boeingsuppliers.com/quality>

K42 DPS Rating:

IMPORTANT: If DPAS Rating on this Purchase Order lists a DO-xx or DX-xx rating, then provisions of 15 CFR 700 must be followed. (Found at <http://www.ecfr.gov>) If N/A is listed then this is an unrated order. DO rated orders take precedence over unrated orders and DX rated orders take precedence over DO and unrated orders. Seller must provide buyer with written acceptance or rejection of this order within 5 days of receipt. Seller must include reasons for rejection of this rated order. Seller's written acknowledgement of this rated order shall constitute written acceptance of DPAS Rating.

3. Prices: The price of the goods, materials, or equipment ("Goods") or services ("Services") is the price stated in this Order. If no price is included in this Order, the price shall be the price set out in Seller's published price in force as of the date of this Order, unless otherwise agreed by the parties in writing. Unless otherwise specified in this Order, the price includes all packaging, transportation costs to the delivery location, insurance, customs, duties, fees, and applicable taxes, including, but not limited to, all value-added taxes, sales, use or excise taxes. No increase in the price is effective, whether due to increased material, labor, or transportation costs or otherwise, without Buyer's prior written consent. Seller represents and warrants that the price for the Goods or Services is the lowest price charged by Seller to any of its customers for similar volumes of similar Goods or Services. If Seller charges any other customer a lower price, Seller must apply that price to all Goods or Services under this Order. If Seller fails to meet the lower price, Buyer, at its option, may terminate this Order in accordance with paragraph 22 herein.

4. Shipping and Delivery: Quantities shipped must equal the quantity ordered unless otherwise specified by Buyer. Each shipment of Goods by Seller to Buyer shall include a packing list which contains at minimum: (i) the purchase order number; (ii) Buyer's unique part number; (iii) the quantity; and (iv) the date of shipment. Delivery shall be strictly in accordance with the delivery schedule set out or referred to in this Order, or in written changes thereto signed by Buyer. Buyer may refuse to accept or return at Seller's risk and expense, any Goods made in excess of Buyer's order, or in advance of required delivery dates, or to defer payment on such deliveries until such dates. Seller shall notify Buyer immediately of any actual or potential delays, including labor disputes and supply chain interruptions that will delay, or

threaten to delay, the timely performance of this Order. Delivery, for this purpose, shall mean date of receipt at Buyer's specified location.

K29 Over/Under Shipments: No Over/Under shipments are allowed on this order without prior written authorization from KEMCO / Mastercraft buyer

K44: EXPEDITE FREIGHT: This order is considered highest priority. Agreed to EXPEDITE FREIGHT CHARGES APPLY

K54 DELAYS - If Supplier finds it is unable to keep to the agreed delivery period, or if a delay appears Supplier shall so notify KEMCO / Mastercraft Representative in writing or by telefax, or e-mail, indicating the date when Supplier expects to be able to make delivery. Supplier is required to receive acknowledgement from KEMCO / Mastercraft Representative that KEMCO / Mastercraft Representative have received notification of late deliver. If the KEMCO / Mastercraft Representative has received such information of delay and modifies Purchase order to allow for such delay in writing or by telefax, or e-mail, at least seven (7) days before the agreed time of delivery, no penalty shall be paid.

K55 Delivery: Supplier shall deliver goods or services defined in the purchase order by the purchase order line due date. On time delivery shall be considered up to one (1) week early and zero (0) days late. Delivery changes may be required for this order. Seller is required to delay delivery on materials and services by up to 120 days after receiving notification from KEMCO / Mastercraft Buyer in writing, 10 workings days prior to scheduled delivery date.

5. Title and Risk of Loss: Unless otherwise specified on the face of this Order, shipping terms shall be Delivery Duty Paid ("DDP") Buyer's specified location (Incoterms 2010). Seller bears all risk of loss or damage to the Goods until delivery of the Goods to Buyer's specified location, whereupon title and risk of loss will pass to Buyer.

6. Inspection: Buyer shall not be required to inspect or test articles covered by this Order. It shall be Seller's responsibility to assure that such articles are in strict conformance with all requirements of this Order. Notwithstanding the above, all articles or work called for hereunder shall be subject to inspection and testing by Buyer and personnel designated by Buyer, at all times and places, including the period of manufacture, and in any event, prior to acceptance. Unless otherwise specified herein, final inspection and acceptance (if any) shall be made after delivery to Buyer. If any inspection or test is made on Seller's premises or Seller's subcontractor's premises, Seller shall provide, without additional charge, reasonable facilities and assistance for the safety and convenience of inspection personnel. Buyer shall have the right to reject articles found upon inspection not to conform to the requirements of this Order, and to require correction or replacement at Buyer's option of such non-conforming articles. Buyer's acceptance of any non-conforming article of work shall not constitute a waiver of any warranty, requirements for any additional articles or work required to be delivered hereunder. Seller shall provide and maintain an inspection system acceptable to Buyer, and shall maintain complete inspection and test records, which shall be made available to Buyer upon request. Should Buyer, Buyer's customer or regulatory authorities require inspection under this Order Buyer shall notify Seller as promptly as possible, but no less than 48 hours in advance. Inspections may occur at any of the facilities involved with this Order and will include all applicable records.

K1 KEMCO/Mastercraft Aerospace Right of Inspection: KEMCO / Mastercraft reserves the right to inspect any or all materials included in this order at the Vendor's plant.

K2 KEMCO/Mastercraft Source Inspection: KEMCO / Mastercraft Inspection is required at seller's facility. Evidence of such Inspection will be indicated on the shipping report, process certification, or fabrication order accompanying each shipment. Seller will notify KEMCO Aerospace Quality Assurance Department At least Five days prior to processing or manufacturing so that appropriate planning for KEMCO / Mastercraft Source Inspection can be accomplished.

Note: Seller shall provide a copy of the purchase contract to the Buyers Quality Representative serving their plant upon request.

K3 KEMCO/Mastercraft Aerospace Right of Surveillance: Work under this Purchase Order is subject to KEMCO / Mastercraft surveillance audit at Vendor's location. Customers, and Regulatory Authorities shall have right of access to all facilities involved in the purchase order and to all applicable records. KEMCO / Mastercraft Quality Assurance Representative may elect to conduct Inspection on a surveillance basis or perform 100% Inspection. Vendor will be notified by KEMCO / Mastercraft if Inspection or surveillance is to be performed on specific shipments. No shipments are to be held for KEMCO / Mastercraft Inspection unless notification, in writing, is received prior to the scheduled ship date. The frequency of audits will be in direct correlation to the quality of product delivered.

K4 Government Source Inspection: Government Source Inspection is required prior to shipment from vendor's plant. Upon receipt of this order, promptly notify the Government Representative who normally services your plant, so that appropriate planning for Government Inspection may be accomplished. The vendor shall furnish the Government Representative with all drawings and specification's necessary for Inspection. In the event a Government Representative cannot be located, the responsible Buyer shall be notified immediately.

NOTE: Government Source Inspection does not relieve the vendor of the responsibility for the product meeting all applicable Drawing/Specification requirements.

Note: Seller will provide evidence Of Government Inspection on shipping report accompanying each shipment.

K5 Government Inspection: During performance on this contract, your quality control or Inspection system & manufacturing process is subject to review, verification, & analysis by an authorized Government representative. Government source Inspection or release of product prior to shipment is not required unless notification in writing is received prior to the scheduled ship date.

K6 KEMCO/Mastercraft Aerospace Customer Source Inspection: During performance on this contract, your quality control or Inspection system & manufacturing process are subject to review, verification, & analysis by authorized customer representative. KEMCO / Mastercraft Customer Source Inspection or release of product prior to shipment is not required unless notification in writing is received prior to the scheduled ship date.

K7 KEMCO/Mastercraft Aerospace's Customer Source Inspection: KEMCO / Mastercraft Customer Source Inspection is required prior to shipment from vendor's plant. Upon receipt of this order, promptly notify KEMCO / Mastercraft Quality Assurance department so that appropriate planning for KEMCO / Mastercraft Customer Source Inspection may be accomplished. The vendor shall furnish the Representative with all drawings and specifications necessary for Inspection.

Note: Seller will provide evidence of KEMCO / Mastercraft Customer Source Inspection on shipping report accompanying shipment.

K8 SOURCE First Article Inspection: KEMCO / Mastercraft Quality Assurance Department reserves the right to perform a Source First Article Inspection. The vendor shall notify the Buyer 72 hours in advance that the article/item is ready for Inspection. Evidence of such Inspection will be indicated on the shipping report, process certification, or inspection document accompanying each shipment.

K10 Specific Compliance: The vendor shall furnish a Certificate of Compliance (C of C), signed by an official representative for the vendor. Materials, Processes, Services and/or furnished items, in accordance with the instructions, drawings/specifications furnished with the Purchase Order shall have signed Certification included with the Packing Slip in the form of a C of C. Each C of C shall identify the Purchase Order number, part number, revision, Serial Number, (if applicable), Specification, Drawing, and lot/batch number as applicable to the content of the Purchase Order. Inspection and Test data shall be maintained for five (5) years, unless otherwise specified, and is subject to Mastercraft Aerospace or Mastercraft Aerospace's Customer examination. For Boeing Related Job Materials, vendors must comply with Boeing Clause H900, Section A, Paragraph 26. The C of C must state the name of the manufacturer when ordered from a distributor and shall accompany each shipment.

K12 Corrective Action: The seller shall on request, provide statements of Corrective Action on failures of seller's hardware on designated forms supplied by the buyer. Corrective Action statements, at buyer option, may require approval signature by Buyer Quality and/or Government Quality representatives. All rejected articles resubmitted by seller to Buyer shall bear adequate identification including reference to Buyer's rejection document.

K13 Dimensional Data: The vendor shall submit Recorded Dimensional findings with each shipment. Vendor's Inspection Equipment shall be calibrated and be traceable to the NIST.

K14 Workmanship: All items on this order shall be fabricated, processed, protected and finished in such a manner as to be uniform in quality and appearance and be free of defects that will affect form, fit, function, life, safety or serviceability.

K15 Manufacturing & Inspection Control Plan: The seller will submit a manufacturing & inspection control plan for KEMCO / Mastercraft approval. As a minimum, the plan will delineate the sequence of manufacturing operations to be performed, the type of each Inspection specified, and, if applicable, the specifications that define each Inspection requirement. This plan will be submitted to KEMCO / Mastercraft Aerospace's purchase order originator & reviewed by KEMCO / Mastercraft Quality Assurance and Engineering.

Prior to production of the product ordered. KEMCO / Mastercraft approval of this plan does not relieve Seller of the responsibility to perform all Inspection required by the applicable specifications. After approval by KEMCO Aerospace's Quality Assurance, the seller will comply with the plan submitted. Any changes to the approved plan will be submitted to KEMCO / Mastercraft for re-approval.

K16 First Piece Inspection: The vendor shall submit a First Piece sample item for dimensional and/or functional approval prior to producing production items. The vendor shall notify KEMCO / Mastercraft Buyer when the item is ready for approval examination. KEMCO / Mastercraft may choose to perform examination at vendor's facility or may require vendor to ship sample part(s) to KEMCO / Mastercraft for examination. Notification of place of examination, in either case, will be made in writing by KEMCO / Mastercraft.

K16A First Piece Inspection w/ Product: The vendor shall submit a First Piece sample item for dimensional and/or functional approval with production delivery. Supplier may produce part at their own risk.

K17 Traceability/Record Retention: The vendor shall retain records as a means of objective evidence of the quality of items supplied (manufactured, fabricated, assembly, Inspection, Test, Special Processes, etc.) for a minimum of five (5) years, or as otherwise indicated on the Purchase Order. All records shall be maintained in a manner to prevent deterioration. Records shall be subject to examination by KEMCO / Mastercraft and/or KEMCO / Mastercraft Customer. Copies of these records shall also be available upon request. Once the required retention time has passed all records shall be shredded and disposed of.

K18 Age Control: The vendor shall include the material type, condition, lot or batch number, specifications, Manufacturer, date of Manufacture, and shelf-life expiration date on all perishable/shelf- life material Certifications. The vendor shall supply the Hazardous Material Identification System (HMIS), the Manufacturing Data Sheets, and when applicable, the Material Safety Data Sheets (MSDS) with the material, as required.

K23 SPC: SPC requirements including SPC Data is required on this order.

K28 Process Control: The vendor shall maintain control and approval of all Manufacturing (i.e., welding, soldering, plating, painting, etc.) and Inspection/Test, used in the performance of this order. The vendor shall maintain objective evidence of process qualification in accordance with applicable specifications. The approval status shall be subject to review and approval/disapproval by KEMCO / Mastercraft or KEMCO / Mastercraft Customer.

K30 Calibration Control: The vendor shall control the Calibration of all Measuring and Test Equipment (M &TE) against Certified Measurement Standards, traceable to the NIST. The Calibration Control System shall conform to specification MIL-STD-45662 "Calibration System Requirements" or equivalent.

K31 Sellers Compliance with ISO 9001:2015: Seller will comply with ISO 9001:2015 Inspection System Requirements or equivalent. The seller is required to be on KEMCO / Mastercraft approved supplier listing.

K32 Sellers Compliance with AS9100: Seller will comply with AS9100 Inspection System Requirements or equivalent. The seller is required to be on KEMCO / Mastercraft approved supplier listing.

K33 Notification of Non-Conforming Product: Seller shall notify KEMCO / Mastercraft immediately after discovering non-conforming product. KEMCO / Mastercraft will then determine the disposition of

the product. If the disposition is use-as-is, the non-conforming material shall be tagged and inspection data describing the non-conformance shall accompany the product. If the disposition is nonconforming, KEMCO / Mastercraft will provide seller with specific instructions.

K47 Certificate of Conformance: A CERTIFICATE OF CONFORMANCE, SIGNED BY THE SUPPLIER'S AUTHORIZED REPRESENTATIVE, SHALL ACCOMPANY ALL MATERIALS SHIPPED AGAINST THIS ORDER. AS A MINIMUM, THE CERTIFICATE SHALL INCLUDE THE FOLLOWING:

- * THE KEMCO AEROSPACE PURCHASE ORDER NUMBER.
 - * PART NUMBER
 - * REVISION LEVEL
 - * QUANTITY
 - * SERIAL NUMBER, WHEN APPLICABLE
 - * SHELF LIFE, WHEN APPLICABLE
 - * LOT NUMBER, WHEN APPLICABLE
 - * UNIT OF MEASURE
 - * A STATEMENT THAT CERTIFIES COMPLIANCE TO THE DRAWING AND/OR SPECIFICATION.
 - * THE APPLICABLE CHEMICAL, PHYSICAL AND/OR MECHANICAL TEST DATA IS ON FILE AND AVAILABLE FOR KEMCO AEROSPACE AND OR KEMCO AEROSPACE CUSTOMER REVIEW
- SIGNATURE, DATE AND TITLE OF THE SELLERS RESPONSIBLE REPRESENTATIVE. **K48 100%**

Inspection: ***100% OPERATOR INSPECTION REQD ON THE FOLLOWING ITEMS: *** INSPECTED

BY _____ DATE

K49 Welding Inspection: ***VISUALLY INSPECT WELD 100%*** WELD INSPECTION BY

BY _____

DATE _

K50 First Article Inspection: AS9100 First Article Paperwork is required with the shipment.

K57 FOD - FOD Prevention Program: Supplier shall establish and maintain a Foreign Object Debris/Damage prevention program in compliance with AS 9146.

K58 AWARENESS - Supplier shall ensure that employees performing work on this purchase order are aware of the importance of and their contribution to the conformity of the products and services to the requirements; ensuring product safety; and promotion of ethical behavior.

7. Invoices and Payment: Seller shall only issue invoices at the time of shipment of Goods or completion of Services. Unless otherwise specified on the face of this Order, or in the event Buyer, in good faith, disputes any amount(s) invoiced, Buyer shall pay all properly invoiced amounts due to Seller NET sixty

(60) calendar days after Buyer's receipt of such invoice. In the event of a dispute, the parties shall attempt in good faith to resolve such dispute expeditiously. Seller shall continue performing its obligations under this Order notwithstanding any such dispute. Buyer's payment of any invoice shall not constitute a waiver of any of Buyer's rights hereunder.

8. Set Off: Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time, any amount owing to it by Seller against any amount payable by Buyer to Seller.

9. Indemnification: Seller shall defend, indemnify and hold harmless Buyer and Buyer's parent company, its subsidiaries, affiliates, successors or assigns and their respective directors, officers and employees and Buyer's customers (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any rights hereunder (collectively, "Losses") arising out of or occurring in connection with the Goods purchased or Services received from Seller, including, but not limited to, Losses resulting from Seller's negligence, willful misconduct or breach of the terms and conditions of this Order. Seller's indemnity obligations to Indemnitees hereunder shall include all Losses arising out of or in connection with any claim that Buyer's use or possession of the Goods or receipt of the Services infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party.

10. Insurance: Without limiting Seller's duty to hold harmless and indemnify hereunder, Seller shall, at its own expense, secure, maintain, and cause its Subcontractors to maintain, the following insurance in at least the minimum amounts stated herein. Seller shall maintain Commercial General Liability (including product liability) insurance in the amount of \$5,000,000 combined single limit per occurrence (including products/completed operations and contractual liability coverage). Seller shall name Buyer as an additional insured under its policies and, upon Buyer's request, provide Buyer with a certificate of insurance from Seller's insurer evidencing Buyer's listing as additional insured. The additional insured coverage afforded shall be primary and non-contributory. Any other insurance maintained by Buyer shall be excess only and shall not be called upon to contribute to this insurance. Seller shall be responsible for satisfying any deductible or self-insured retention amounts under the policy. Seller shall, upon request, provide a copy of an endorsement providing this coverage. Seller shall provide Buyer with thirty (30) days advance written notice in the event of a cancellation or material change in Seller's insurance policy. Seller shall require its insurer to waive all rights of subrogation against Buyer's insurers, Buyer, or Indemnitees.

11. Product Specifications/Changes by Buyer: Substitutions will not be accepted without Buyer's prior and specific written approval. If specifications are not met ("Non-Conforming" or "Non-Conformance"):

- (a) material and/or equipment may be rejected and returned at Seller's expense, including transportation charges both ways, and/or
- (b) Buyer may require that the service be repeated pursuant to the stated specifications.

Payment of invoice does not constitute Buyer's acceptance of Goods or Services covered by this Order and is without prejudice to any and all claims Buyer may have against Seller. Seller shall not make changes to the specifications, manufacturing process, materials, sub-suppliers etc. without Buyer's prior written approval. Buyer, in its sole discretion, may, at any time, in writing, make changes within the general scope of this Order. If any such change causes an increase or decrease in the cost of or the time required for performance of this Order, an equitable adjustment shall be made in writing in the price or delivery schedule or both, and this Order shall be modified accordingly. Any claim by Seller for adjustment hereunder must be asserted within twenty (20) days from Seller's receipt of the change notice. Nothing in this clause will excuse Seller from proceeding with this Order as changed or modified.

K24 Configuration Control: The vendor shall supply the revision(s) specified on this Purchase Order unless a change is authorized in writing by KEMCO / Mastercraft Buyer prior to shipment.

12. Warranties: Seller warrants to Buyer that all Goods and Services will conform to applicable specifications, drawings, designs, samples, and other requirements specified by Buyer and will be merchantable, free from any defects in workmanship, material and design, fit for their intended purpose, function and operate as intended, and will be free and clear of all liens, security interests or other encumbrances. Seller warrants no Goods or Services provided under this Order infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment of or for the Goods or Services by Buyer. These warranties are cumulative and in addition to any other warranty provided hereunder. Any applicable statute of limitations runs from the date of Buyer's discovery of the non-compliance of the Goods or Services with the warranties. If Buyer gives Seller notice of non-compliance, Seller shall, at its own expense, promptly replace or repair the defective or non-conforming Goods or Services and pay for all related expenses, including, but not limited to, transportation charges for the return of defective or non-conforming Goods or Services to Seller and the delivery of repaired or replacement Goods or Services to Buyer. Seller further warrants that it will not provide any counterfeit parts to Buyer.

13. Materials and Tools: Whenever Seller shall have in its possession property of Buyer, by virtue of this Order, Seller will be deemed an insurer thereof and shall be responsible for its safe return to Buyer and to ensure that no other party acquires a security interest in same.

K20 Material Test Reports: The vendor shall submit a copy of the Chemical and Physical Test Report with actual Test Data for the materials shipped under this order. Seller will mark each individual item and applicable document, test report, shipping report, & certification to show clear traceability to lot, heat lot, or batch number. Unless otherwise directed by purchase order or the specification, when the size of the item does not permit marking of individual items, Seller will label each package or box furnished.

K22 Lot Control: Lot identification number(s) shall be supplied with material/items, Inspection Records/Data traceable to the lot number identification and shall be available upon KEMCO / Mastercraft request. In the event KEMCO / Mastercraft has supplied the Vendor with material that has been serialized, or lot tagged, the vendor is responsible for maintaining lot control. Vendor is responsible for masking tags if paint or prime is required in the process to insure legibility of the tags after processing.

K25 Casting /Forging Information: All Castings on this order shall be identified by a permanent casting number, part number and configuration, or by a method that will give complete traceability of the mold used in fabrication. Physical and Chemical Test Data of raw materials furnished on castings produced on this order shall denote the applicable heat number, batch or lot number, date of manufacture, and shall be furnished with each shipment.

K35 Domestic Material: Seller is required to follow all guidelines of the Defense Federal Acquisition Regulation Supplement (DFARS). See Part 255 -Foreign Acquisition.

K38 KEMCO/Mastercraft Supplied Material: The Supplier will keep all KEMCO / Mastercraft supplied material, including parts requiring further processing, clearly marked and will maintain a complete Inventory thereof. Supplier assumes all risk of loss, destruction, or damage to such material while in Suppliers custody or control. Supplier agrees to not use substitute material in performance of this purchase order without written consent of buyer.

K39 KEMCO/Mastercraft or (U.S.G) Government Owned Property:

A. KEMCO / Mastercraft or (U.S.G) Government Owned Property is defined as, any property owned by KEMCO / Mastercraft. Any 3rd party property controlled by KEMCO / Mastercraft, including (U.S.G) US Government Property.

B. Title to all property furnished to Seller by KEMCO / Mastercraft or U.S.G. or paid for by KEMCO / Mastercraft or U.S.G. shall remain with KEMCO / Mastercraft or U.S.G., as applicable. Seller shall not alter or use such property for any purpose or for any other Party other than that specified by KEMCO / Mastercraft or U.S.G., without the prior written consent of KEMCO / Mastercraft or U.S.G. If KEMCO / Mastercraft or U.S.G. agrees to pay Seller for acquisition of tooling and equipment, either separately or as a stated part of the unit price of Products purchased herein, title to the same shall pass to KEMCO / Mastercraft or U.S.G., as applicable, upon (i) commencement of processing for use in performance of this Order, or (ii) KEMCO payment therefore, whichever occurs first.

C. Seller shall assume the risk of, and be responsible for, any loss, theft, destruction of or damage to KEMCO / Mastercraft property while in Seller's possession or control. If Seller damages any property, Seller shall be responsible for making repairs, or replacement, at no cost to KEMCO / Mastercraft.

D. Seller shall assume full risk of loss, and be responsible for, any loss, theft, destruction of or damage to U.S.G. property while in Seller's possession or control and shall be responsible for making repairs or replacing the item at no cost to the U.S.G.

E. Upon KEMCO / Mastercraft or U.S.G.'s written request to Seller for any property under this clause, if Seller cannot locate KEMCO / Mastercraft or U.S.G. property within five (5) days, Seller shall notify KEMCO / Mastercraft or U.S.G. that the item was not located, and Seller subsequently has twenty (20) days to find the misplaced property. After such period, if it has not been located, the property shall be deemed "lost" and at KEMCO / Mastercraft or U.S. G's election, Seller shall either reimburse KEMCO / Mastercraft or U.S.G. for the replacement and all related delay costs, or remake the lost property at no cost to KEMCO / Mastercraft or U.S.G.

F. Seller shall return all KEMCO / Mastercraft or U.S.G. owned property in a condition as good as when received except for reasonable wear and tear.

G. Seller shall establish and maintain a property control system approved by KEMCO / Mastercraft and in accordance with the provisions of FAR 52.245-1 for the control of U.S.G. or KEMCO / Mastercraft owned property. Seller shall also notify KEMCO / Mastercraft if its property system is deemed inadequate by the U.S.G. If Seller's property control system is deemed inadequate at the time of award of this Order or becomes disapproved anytime during performance of this Order, then the provisions FAR 52.245-1 Alternate 1 shall automatically apply, and Seller shall assume full risk of loss for U.S.G. property regardless of the contract type of the Order or the basis of award. At all times, KEMCO / Mastercraft and the U.S.G., as applicable, shall have access to Seller's facilities for the purpose of reviewing its compliance with the management of U.S.G. or KEMCO / Mastercraft property related to this Order.

K45 Buy AMERICAN: * THIS ORDER IS SUBJECT TO THE "BUY AMERICAN ACT" AS IMPLEMENTED BY FAR 52.225-3

K46 Preference for Domestic Materials:

A) THIS ORDER IS SUBJECT TO THE REQUIREMENTS OF DFAR 252.225-7014 - PREFERENCE FOR

DOMESTIC SPECIALTY METALS.

B) B) THIS ORDER IS SUBJECT TO THE REQUIREMENTS OF DFAR 252.225-7012-PREFERENCE FOR DOMESTIC COMMODITIES.

14. Intellectual Property: Each party shall own their own background intellectual property. All drawings, specifications, data, memoranda, calculations, notes and other materials or copies thereof made available to Seller by Buyer shall remain the sole and exclusive property of Buyer and shall be returned at the completion of this Order or upon Buyer's request. Further, Buyer shall acquire sole and exclusive rights, title and interest in all equipment, materials, and documents generated under or as a result of this Order and/or through the use of Buyer's information. Buyer shall acquire all rights and licenses to effectively use the Seller's Goods, obtain regulatory approval, support product in the field, and/or any other reasonable derivative activity.

15. Subcontractors: Seller must obtain Buyer's prior written authorization to use subcontractors for any activity relating to the Goods or Services provided under this Order. If Seller uses subcontractors for any part of the manufacture of the Goods or performance of the Services, Seller shall be responsible and liable for all acts or omissions of its subcontractors. The terms and conditions of this Order shall be applicable to all subcontractors and Seller is responsible for enforcement. Seller is responsible to flow down to its sub-suppliers all applicable Buyer requirements, including all applicable regulatory requirements.

K19 Dealers and Distributors: The vendor must supply Manufacturers Certification with each shipment. Suppliers shall provide KEMCO / Mastercraft with raw materials test reports / certification results / laboratory analysis requirements (e.g., tensile strength, stress rupture, hardness, chemical composition, etc.), as defined by the product definition and/or the PO. This requirement is applicable to all purchased raw materials, parts, and hardware (i.e., rivets, plate nuts, bar or plate stock, supplier manufactured parts). Suppliers shall prevent and mitigate the use of counterfeit parts. The requirements of SAE AS 5553 for electronic components and SAE AS 6174 for non-electronic product apply. Supplier must be compliant to the applicable Defense Federal Acquisition Regulation Supplement (DFARS) for government contracts (i.e., DFARS 252.246-7007).

K27 Sub-Contracting of this Purchase Order: Sub-Contracting of this Purchase Order other than original release is prohibited without prior written authorization from KEMCO / Mastercraft Buyer and KEMCO / Mastercraft Quality Assurance Department.

K34 Customer Approved Sources: Seller is required to use Customer Approved Special Process Sources. Upon request, the purchase order issued by KEMCO / Mastercraft will be accompanied by a list of Customer Approved Special Process Sources. The processes which require the use of these sources will be identified on the purchase order.

K36 Special Processing: The vendor shall maintain control and approval of all special processing (i.e., welding, soldering, plating, magnetic particle, and penetrant inspection, etc.) and Inspection/Test, used in the performance of this order. The vendor shall maintain objective evidence of process qualification in accordance with applicable specifications. The approval status shall be subject to review and approval/disapproval by KEMCO / Mastercraft Customer.

K37 Customer Designated Source: In those cases where a customer approved supplier / subcontractor uses an outside source to fulfill KEMCO's purchase order, that KEMCO / Mastercraft

customer must also approve sub-tier supplier / subcontractor. This includes suppliers that provide special processes.

16. Compliance With Federal, State, and Local Laws: Seller warrants that it has complied with and will comply with all applicable Federal, State and local laws and ordinances and lawful orders, rules and regulations thereunder, including, but not limited to, all laws prohibiting engagement in corrupt practices, including the U.S. Foreign Corrupt Practices Act, all provisions of the Fair Labor Standards Act of 1938 as amended (29 U.S.C. Sec. 201-219), and lawful rules and regulations thereunder. Seller has, and shall maintain in effect, all licenses, permissions, authorizations, consent and permits needed to carry out its obligations under this Order. Without limiting the generality of this Section, Seller shall comply with all applicable U.S. export control laws and economic sanctions laws and regulations, specifically including but not limited to the International Traffic in Arms Regulations (ITAR), 22 C.F.R. 120 et. Seq.; the Export Administration Regulations, 15 C.F.R. 730-774; and the Foreign Assets Control Regulations, 31 C.F.R. 500- 598 and associated executive orders. Without limiting the foregoing, Seller shall not transfer export-controlled Goods, technical data, or technology, unless authorized in advance by an export license (such as a Technical Assistance Agreement). Seller shall not assign any foreign national employees to perform services without Buyer's express written consent and an understanding regarding access to systems and export control regulations. If Seller becomes aware at any time that it is in non-compliance with any applicable federal, state, or local law, Seller shall promptly notify Buyer of the circumstances pertaining to such non-compliance, including: (1) the specific federal, state or local law, regulation or ordinance in question; (2) how long Seller has been in non-compliance; and (3) all measures taken by Seller to address the non-compliance. Buyer shall, in its sole discretion, determine whether such non-compliance constitutes a material breach of this Order.

17. Equal Opportunity: Seller agrees to comply with applicable State, Federal and local laws, and unless specifically exempt, to comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended and of the rules, regulations, and relevant orders of the Secretary of Labor, including the equal opportunity clause. Seller further agrees to comply with the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014, as applicable.

18. Packaging: Goods must be packed for shipment according to Buyer's instructions or, if none, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Goods shall be marked and labeled in compliance with all applicable laws, standards, and regulations. No charge will be allowed for packing, boxing, or crating, without Buyer's prior written approval. Damage to any material not packed to ensure proper protection during shipment shall be charged to the Seller.

19. Confidentiality: All information provided to or obtained by Seller from Buyer, which Buyer identifies as confidential or proprietary, or is acquired by Seller under circumstances reasonably considered to impose an obligation of confidentiality shall (i) be received in confidence; (ii) shall remain the exclusive property of Buyer; (iii) shall not be disclosed to a third party; and (iv) shall be used by Seller only to the extent necessary for the performance of this Order. In the event Seller fails to observe the provisions of this section, in addition to all other rights and remedies Buyer may have, Buyer shall have the right to terminate this Order without any obligation by Buyer to accept deliveries after the date of termination or make further payments except for completed Goods delivered or Services performed prior to termination. Any prior non-disclosure or confidentiality agreements entered into between the parties shall be deemed to be incorporated herein by reference and made a part hereof, unless specifically excluded in writing.

K26 Packaging: Packaging materials shall not have a harmful effect on items shipped on this order.

Packaging, unless otherwise specified, shall be performed to completely protect items from damage or deterioration during shipment. The Vendor is responsible for packaging all items described in the purchase order, when returning to KEMCO / Mastercraft or shipping to any other authorized subcontractor. The contractor will be charged up to the full value of the part for any shipping damage that may occur because of inadequate package protection. In addition, it is equally important that any shipping damage on any items shipped from KEMCO / Mastercraft is reported PRIOR to processing if applicable.

20. Assignment: Seller may not assign this Order or any rights under this Order without the prior written consent of Buyer, which consent shall not be unreasonably withheld. Any attempted assignment without Buyer's prior written approval shall be void.

21. Termination for Default: In addition to any remedies that may be provided under this Order, Buyer reserves the right to terminate all or any part of this Order without liability if Seller fails to perform or comply with the terms and conditions of this Order, as specified herein, or fails to make progress such as to endanger performance of the Order and does not cure such failures within ten (10) days after receipt of written notice from Buyer specifying such failure. Any failure by Buyer to exercise this termination option with respect to any installment shall not constitute a waiver with respect to subsequent installments. In the event of the insolvency of Seller, an assignment for the benefit of creditors, the filing of voluntary or involuntary petition in bankruptcy or appointment of a Receiver, or Trustee by or for Seller; Buyer shall have the right to terminate this Order immediately without liability.

22. Termination for Convenience: Buyer may at any time (notwithstanding any other provision in this Order) terminate in whole or in part, the undelivered portion of the Goods or Services by written notice to Seller, who shall immediately upon receipt of such notice discontinue all work in respect to the terminated portion of this Order except as may be necessary to preserve and protect the work and materials then in process as identified by Buyer. Seller shall use its best efforts to cancel and terminate all then existing orders placed by Seller which are chargeable to the terminated portion of this Order. In the event of such termination and if Seller is not in default hereunder, Buyer shall pay Seller, in addition to the price for all conforming Goods or Services previously delivered to and accepted by Buyer in accordance with the terms and conditions of this Order and not previously paid for, all reasonable direct costs necessarily incurred by Seller in connection with the terminated portion of this Order, which payments(s) shall be in full settlement of all claims by Seller arising out of such termination, provided that Seller delivers to Buyer all goods, services and raw materials paid for by Buyer.

K52 Termination for Convenience (Gov. Contract):

KEMCO Aerospace may terminate all or part of this contract effective as of the Date specified by KEMCO / Mastercraft Aerospace, in accordance with the provisions of Federal Acquisition Regulations ("FAR") 52.249-2 (Sept 96), "Termination for Convenience of the Government (Fixed Price)," which provisions, except for subparagraphs (d) and (j), are incorporated herein by reference. The term "Government" and "Contracting Officer" shall mean "Seller," and the phrase "1 year" is deleted each place it occurs, and "six months" is substituted in its place. The time for requesting an equitable adjustment under subparagraph (l - lower case letter L) is reduced to 45 days. Settlements and payments under this article may be subject to approval by the contracting officer and the Settlement Review Board.

K53 Termination for Convenience (Commercial):

KEMCO / Mastercraft may at any time and for any reason terminate Suppliers services and work at KEMCO / Mastercraft convenience. Upon receipt of such notice, Supplier shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, and supplies

in connection with the performance of this Agreement. Upon such termination, Supplier shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Supplier as are permitted by the prime contract and approved by KEMCO / Mastercraft; (3) plus ten percent (10%) of the cost of the work referred for overhead and profit. There shall be deducted from such sums the amount of any payments made to Supplier prior to the date of the termination of this Agreement. Supplier shall not be entitled to any claim or claim of lien against KEMCO / Mastercraft for any additional compensation or damages in the event of such termination and payment.”

23. Code of Ethics: By the acceptance of this Order, Seller represents that it has and maintains a written code of ethics and business conduct (“Code”) and will, upon Buyer’s request, provide a copy of such Code.

24. Conflict Minerals: Buyer is committed to sourcing minerals from conflict-affected and high-risk areas in accordance with Buyer’s corporate policies, legal obligations and existing international standards, and Seller agrees to provide Buyer with supply chain data as and when Buyer reasonably requests to enable Buyer and its customers to fulfill their legal obligations under the Dodd-Frank Wall Street Reform and Consumer Protection Act.

25. Limitation of Buyer’s Liability. BUYER’S ENTIRE LIABILITY TO SELLER OR ANY THIRD PARTY, IF ANY, FOR ANY CLAIMS, DEMANDS, CAUSES OF ACTION, ARISING IN TORT, CONTRACT, OR OTHERWISE, INCLUDING WITH RESPECT TO ANY STATUTORY CLAIM, IS LIMITED SOLELY TO THE PRICE STATED IN THIS ORDER, NOTWITHSTANDING THE FOREGOING LIMITATION, BUYER SHALL NOT BE LIABLE TO SELLER FOR SPECIAL, INDIRECT, ECONOMIC, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING UNDER THIS ORDER, OR OTHERWISE, WITH RESPECT TO THE SALE, PURCHASE, OR USE OF THE GOODS OR SERVICES, INCLUDING ANY LOST REVENUE OR PROFITS, BUSINESS INTERRUPTION OR DAMAGE TO BUSINESS REPUTATION, REGARDLESS OF THE THEORY UPON WHICH ANY CLAIM MAY BE BASED, INCLUDING, WITHOUT LIMITATION, TORT, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PRODUCT LIABILITY OR ANY STATUTORY CAUSE OF ACTION.

26. Access to Records: Buyer shall have access to and the right to examine any directly pertinent books, documents, papers, and records of Seller related to this Order until the expiration of three (3) years after final payment under this Order. Seller agrees to keep and maintain such records for such period of time.

27. Waiver: The remedies herein reserved to Buyer shall be cumulative, and in addition to other or further remedies provided in law or equity and a waiver by Buyer of a breach of any provision of this Order shall not constitute a waiver of any other breach, of such provision.

28. Governing Law: This Agreement, and all rights and obligations in connection herewith, shall be governed by and construed under the laws of the State of Florida. The courts of the State of Florida shall have full exclusive jurisdiction over Buyer, Seller, and all subject matter in connection with any controversy, claim, or award arising out of this order. IF ANY PART OF THE TERMS AND CONDITIONS STATED HEREIN ARE HELD VOID OR UNENFORCEABLE, SUCH PART WILL BE TREATED AS SEVERABLE, LEAVING VALID THE REMAINDER OF THE TERMS AND CONDITIONS NOTWITHSTANDING THE PART OR PARTS FOUND VOID OR UNENFORCEABLE.