



## **Ultra Electronics Contract Electronics Manufacturing Services Microelectronics Portchester Standard Purchase Order Terms and Conditions for Goods and Services**

### **1. Acceptance - Order of Precedence - Modification**

This Purchase Order is for the purchase of goods, services, or both as described on the face of this document (collectively, "Goods") and is issued by the member of the Ultra Electronics group of companies identified on the face of this document (Ultra Electronics CEMSMP). This Purchase Order is deemed accepted when Supplier returns the acknowledgment copy of this Purchase Order or begins performing, whichever is earlier. Ultra Electronics CEMSMP rejects any additional or inconsistent terms and conditions offered by Supplier at any time. Any reference to Supplier's quotation, bid, or proposal does not imply acceptance of any terms, conditions or instruction contained in that document. No course of prior dealing or usage of the trade may modify, supplement, or explain any terms used in this Purchase Order. These terms and conditions together with any previously executed non-disclosure agreement (the obligations of which remain in effect) and with the exhibits, schedules, specifications, drawings, or other documents referred to on the face of the Purchase Order, or attached, or any documents incorporated by reference, supersede any prior or contemporaneous communications, representations, promises, or negotiations, whether oral or written, respecting the subject matter of this Purchase Order. All contract documents related to this Purchase Order are interpreted together as one agreement; provided, however, that in the event of any conflict among the provisions of one or more of such contract documents as are validly in effect at the time of such conflict, the following order of precedence applies: (a) any consignment, stocking or other replenishment agreement; then (b) any supply agreement; then (c) any contract for labour services; then (d) the face of the Purchase Order and any supplemental terms included or incorporated by reference; then (e) these general Purchase Order provisions; and finally (f) other contract documents agreed to in writing by the parties. No change to or modification of this Purchase Order will be binding upon Ultra Electronics CEMSMP unless in writing, specifically identifying that it amends this Purchase Order, and signed by an authorized procurement representative of Ultra Electronics CEMSMP. If Supplier becomes aware of any ambiguities, issues, or discrepancies between this Purchase Order and any specification, design, or other technical requirement applicable to this Purchase Order, Supplier will immediately submit the matter to Ultra Electronics CEMSMP for resolution. No course of dealing, prior dealings, usage of trade or course of performance will be used to modify, supplement or explain any terms used in, or incorporated by reference into, this Purchase Order.

### **2. Delivery, Shipment and Packaging**

2.1. Supplier will deliver Goods in the quantities and on the date(s) specified on the Purchase Order or Purchase Order schedule releases. If delivery dates are not stated, Supplier will offer its best delivery date(s), which will be subject to acceptance or rejection by Ultra Electronics CEMSMP. Unless otherwise directed, all Goods shipped in one day from and to a single location must be consolidated on one bill of lading or air waybill, as appropriate. TIME IS OF THE ESSENCE. 2.2. If the delivery schedule is endangered for any reason other than Ultra Electronics CEMSMP fault then Supplier will, at its expense, deliver Goods by the most expeditious shipping method required to fulfil the Purchase Order delivery requirements. Ultra Electronics CEMSMP reserves the right to reject, at no expense to Ultra Electronics CEMSMP, all or an part of any delivery that varies from the quantity authorized by Ultra Electronics CEMSMP for shipment. Ultra Electronics CEMSMP reserves the right to pursue additional remedies caused by late delivery, including but not limited to: (a) incremental freight expenses incurred by Ultra Electronics CEMSMP for shipments of Goods to Ultra Electronics CEMSMP and for shipments of Goods or finished product containing or incorporating the Goods from Ultra Electronics CEMSMP to any customer of Ultra Electronics CEMSMP, and (b) all liquidated damages payable by Ultra Electronics CEMSMP as a result of any such late delivery. Supplier will not make any substitutions without Ultra Electronics CEMSMP prior written approval. All items will be packaged according to Ultra Electronics CEMSMP instructions or, if none, according to good commercial practice in a manner sufficient to ensure receipt in an undamaged condition. Ultra Electronics CEMSMP will not be liable for any discharge, spill or other environmental incident or

condition (including clean-up costs) involving any Goods shipped under the Purchase Order unless caused by Ultra Electronics CEMSMP and in no event until delivery to the destination designated by Ultra Electronics CEMSMP. All containers will be properly marked for identification as instructed on Ultra Electronics CEMSMP Purchase Order and contain a packing slip that details, at a minimum, the Ultra Electronics CEMSMP Purchase Order number(s), product part number, detailed product description, country of origin, total number of boxes in shipment, quantity of product shipped, and final delivery address. Items shipped in advance of Ultra Electronics CEMSMP delivery schedule may be returned at Supplier's expense. For domestic shipments, if requested by Ultra Electronics CEMSMP, and for all international shipments, Supplier will give notice of shipment to Ultra Electronics CEMSMP when the Goods are delivered to a carrier for transportation. The Purchase Order number(s) must appear on all correspondence, shipping labels, and shipping documents, including all packing sheets, bills of lading, and air waybills.

2.3. All Goods, unless specifically exempted by the destination country's governing authorities, must be marked with the country of origin (manufacture) of the Goods in a conspicuous place as legibly, indelibly, and permanently as the nature of the article or container permits.

2.4. Supplier will provide Ultra Electronics CEMSMP with (a) the Harmonized Tariff Schedule number, country of origin information or certificates, manufacturer's affidavits, applicable free trade agreement ("FTA") certificates, and any other documents or information Ultra Electronics CEMSMP may require to comply with international trade regulations or to lawfully minimize duties, taxes, and fees, and (b) FTA certificates for all Goods that qualify under one or more FTAs. Supplier will provide Ultra Electronics CEMSMP all documents, records, and other supporting information necessary to substantiate the Goods' qualification under an FTA. Supplier will exert reasonable efforts to qualify the Goods under FTAs.

2.5. Within one business day after Supplier delivers the Goods to the carrier or at such earlier time as Ultra Electronics CEMSMP may request, Supplier will send Ultra Electronics CEMSMP a complete set of shipping documents including but not limited to the commercial invoice, packing list, and air waybill, or three original parts of the combined through-bill of lading, clean without notation, necessary to release the Goods to Ultra Electronics CEMSMP custody.

**3. Notice of Delay.** Supplier must immediately notify Ultra Electronics, Contract Electronics Manufacturing Services Microelectronics Portchester Purchase Order Terms and Conditions attached to, transmitted with, or referenced in this Purchase Order (together with all related specifications, drawings, or other documents referred to on the face of the Purchase Order or related to this Purchase Order) are incorporated by reference and shall govern the transaction(s) entered into pursuant to this Purchase Order. Ultra Electronics CEMSMP Purchase Order number and line item number must appear on all invoices, shipping documents and notices, bills of lading, and all correspondence related to this order. Unless prohibited by law or otherwise indicated on the face of this Purchase Order, all Payment terms shall commence from the date upon which both (i) a correct invoice is received at the specified "Bill to - mailing" address and in accordance with the Net terms of payment indicated below subject to Ultra Electronics CEMSMP scheduled payment runs and (ii) all goods and/or services are received in conformance with the Purchase Order.

#### **4. Excusable Delay (Force Majeure)**

Neither party will be in default for any delay or failure to perform due to causes beyond its control and without its fault or negligence, but any delay or failure to perform caused by the default of a sub tier supplier of Supplier will be excused only if (a) it is beyond the control of both Supplier and its sub-tier supplier(s) and without the fault or negligence of any of them, and (b) the Goods to be furnished cannot be obtained from other sources in sufficient time to permit Supplier to meet the delivery schedule. Supplier's ability to sell Goods at a more advantageous price or Supplier's economic hardship in buying materials or processing necessary for manufacture of the Goods will not constitute an excusable delay event. The party affected by an excusable delay will promptly provide written notice to the other, explaining in detail the full particulars and expected duration of the excusable delay, and will use its best efforts to remedy the delay if it can be remedied. If Supplier's delivery is delayed, may cancel deliveries scheduled during the excusable delay period or elect to extend the period of performance to cover the period of delay caused by the excusable delay. If an excusable delay occurs that affects delivery of Goods to Ultra Electronics CEMSMP, Supplier will allocate its available supply of Goods in a manner that assures Ultra Electronics CEMSMP of at least the same proportion of Supplier's total output of Goods as was allocated to Ultra Electronics CEMSMP before

the excusable delay event. If delivery of any Goods is delayed for more than 30 days, Ultra Electronics CEMSMP may, without liability, cancel all or any part of this Purchase Order.

#### **5. Performance Assurance Plan**

If Ultra Electronics CEMSMP, in its sole discretion, determines there is a significant risk that Supplier will fail to meet its performance or delivery requirements under this Purchase Order, Ultra Electronics CEMSMP may require Supplier to complete a Performance Assurance Plan which satisfies the requirements of Ultra Electronics CEMSMP. The Performance Assurance Plan may include specific reporting and performance requirements reasonably tailored to ensure Supplier's adequate performance under identified provisions of this Purchase Order. Any failure by Supplier to satisfy the terms of the Performance Assurance Plan is a material breach of this Purchase Order.

#### **6. Shipping Terms, Title and Risk of Loss**

6.1. The goods must be delivered from the Suppliers location to the location specified on the Purchase Order. Unless otherwise specified on the face of the Purchase Order or in a separate signed agreement, the F.O.B. point is Ultra Electronics CEMSMP designated delivery location. When the F.O.B. point is Supplier's location, Supplier bears all risk of loss or damage to the Goods and title passes to Ultra Electronics CEMSMP upon delivery of the Goods by Supplier to the carrier designated or approved by Ultra Electronics CEMSMP. When the F.O.B. point is Ultra Electronics CEMSMP location, Supplier bears all risk of loss or damage to the Goods and title passes to Ultra Electronics CEMSMP upon delivery of the Goods by Supplier at Ultra Electronics CEMSMP designated delivery location. 6.2. In all other cases, unless otherwise specified on the face of the Purchase Order or in a separate signed agreement, (a) Supplier will deliver the Goods DAP (INCOTERMS 2010) at Ultra Electronics CEMSMP designated delivery location, and (b) title to Goods passes to Ultra Electronics CEMSMP upon receipt at Ultra Electronics CEMSMP designated delivery location.

6.3. The foregoing does not relieve Supplier of any responsibility for hidden damages discovered after acceptance of the Goods. Notwithstanding the foregoing, title and risk of loss to Goods subject to a consignment, stocking or other replenishment agreement pass upon release of the Goods from consigned inventory or at such other time set forth in such consignment, stocking or other replenishment agreement. Ultra Electronics CEMSMP may direct Supplier to ship the Goods to Ultra Electronics CEMSMP or to any third party designated by Ultra Electronics CEMSMP.

#### **7. Import/Customs Compliance**

Supplier assumes all responsibility and liability for any shipments covered by this Purchase Order requiring any government import clearance. If government authorities declare or otherwise impose countervailing duties, antidumping duties, or retaliatory duties on the Goods imported under this Purchase Order,

Ultra Electronics CEMSMP reserves the right to terminate this Purchase Order under the Termination provisions of this Purchase Order. Supplier will be debited for any duties, fees, or freight incurred by Ultra Electronics CEMSMP due to Supplier's failure to comply with the terms and conditions of this Purchase Order.

#### **8. Drawback**

To the extent applicable to any shipment of Goods to Ultra Electronics CEMSMP or Ultra Electronics CEMSMP designee, all drawback of duties, and rights thereto, related to duties paid by Supplier or Ultra Electronics CEMSMP when the Goods are imported or any materials or components used in manufacturing of the Goods will accrue to the exclusive benefit of Ultra Electronics CEMSMP. Duty drawback rights include rights developed by substitution and duty drawback rights obtained from sub-tier suppliers related to the Goods. Supplier will provide Ultra Electronics CEMSMP with all documents, records, and other supporting information necessary to obtain any duty drawback, and will reasonably cooperate with Ultra Electronics CEMSMP to obtain payment.

## **9. Ultra Electronics CEMSMP - Supplied Materials, Tooling, Equipment and Technical Data**

9.1. Title to any material, components, tooling, equipment, or technical data that Ultra Electronics CEMSMP pays for or provides to Supplier or is responsible for providing to Supplier, including replacements ("Ultra Electronics CEMSMP Property"), will remain or vest with Ultra Electronics CEMSMP. Supplier will conspicuously label Ultra Electronics CEMSMP Property as such, maintain it in good condition, keep written records of the Ultra Electronics CEMSMP Property in its possession and the location of the property, not allow any liens to be placed upon it, and not change its location without prior written approval from Ultra Electronics CEMSMP. Supplier is responsible for inspecting and determining that the Ultra Electronics CEMSMP Property is in useable and acceptable condition.

9.2. Supplier will use Ultra Electronics CEMSMP Property exclusively to fulfil Ultra Electronics CEMSMP Purchase Orders unless otherwise authorized in writing by Ultra Electronics CEMSMP procurement representative. Ultra Electronics CEMSMP Property is intended for use at the Supplier's site only or as otherwise authorized in writing by Ultra Electronics CEMSMP procurement representative and, to the extent applicable, is subject to U.S. and other government export or re-export requirements. Supplier is responsible for any loss, damage, or destruction of Ultra Electronics CEMSMP Property and any loss, bodily injury, damage or destruction resulting from Supplier's use of Ultra Electronics CEMSMP Property. Supplier will not include the cost of any insurance for Ultra Electronics CEMSMP Property in the prices charged under this Purchase Order and, to the extent that any Goods contain any Ultra Electronics CEMSMP Property, will not include in the price of any such Good any mark-up or fee with respect to such Ultra Electronics CEMSMP Property. Supplier will return Ultra Electronics CEMSMP Property or dispose of it as Ultra Electronics CEMSMP directs in writing. Ultra Electronics CEMSMP makes no representations and disclaims all warranties (express or implied) with respect to Ultra Electronics CEMSMP Property.

## **10. Price**

Supplier will furnish the Goods at the prices stated on the face of the Purchase Order. If prices are not stated on the face of the Purchase Order, Supplier will offer its lowest prices subject to written acceptance by Ultra Electronics CEMSMP. Unless otherwise provided on the face of the Purchase Order, the prices include all packaging and freight to the specified delivery point; applicable taxes and other government charges including, but not limited to, all sales, use, or excise taxes; and all customs duties, fees, or charges. To the extent that value added tax (or any equivalent tax) is properly chargeable on the supply to Ultra Electronics CEMSMP of any Goods, Ultra Electronics CEMSMP will pay the tax as an addition to payments otherwise due Supplier under this Purchase Order, if Supplier provides to Ultra Electronics CEMSMP a value-added tax (or equivalent tax) invoice. To the extent Ultra Electronics CEMSMP has not received from Supplier all applicable forms regarding compliance with applicable tax law, Ultra Electronics CEMSMP reserves the right to deduct from any payment to Supplier pursuant to this Purchase Order those amounts that Ultra Electronics CEMSMP, in its sole discretion, deems to be required to be withheld in order to comply with the tax laws of any applicable jurisdiction. Upon the agreement of the parties to reduced pricing for the Goods, such pricing shall immediately apply to all Goods in consignment, stocking or replenishment arrangement with Supplier, all undelivered Goods, all open and unfilled Purchase Orders, all future Purchase Orders and all unconsumed inventory owned by Ultra Electronics CEMSMP.

## **11. Price: Most Favoured Customer and Meet or Release**

Supplier warrants that the prices charged for the Goods delivered under this Purchase Order are the lowest prices charged by Supplier for similar goods. If Supplier charges a lower price for similar goods, Supplier must notify Ultra Electronics CEMSMP and apply that price to all Goods ordered under this Purchase Order by immediately paying Ultra Electronics CEMSMP the price difference and applying the lower price to all Purchase Orders. If at any time before full performance of this Purchase Order Ultra Electronics CEMSMP notifies Supplier in writing that Ultra Electronics CEMSMP has received a written offer from another supplier for similar goods at a price lower than the price set forth in this Purchase Order, Supplier must immediately meet the lower price for any undelivered Goods. If Supplier fails to meet the lower price, in addition to other rights or remedies, Ultra Electronics CEMSMP, at its option, may immediately terminate the balance of the Purchase Order without liability. As directed by Ultra Electronics CEMSMP, Supplier will provide the Goods at the prices listed on the face of this Purchase Order, subject to these terms and conditions, to other Ultra Electronics CEMSMP divisions and affiliates and any third-party Ultra Electronics CEMSMP sub-supplier or designee.



## **12. Invoicing and Payment**

After each shipment made or service provided, Supplier will submit to the address indicated on the Purchase Order an invoice listing a description of the Goods provided and, as applicable, part numbers, quantity, unit of measure, hours, and the unit and total prices. This invoice must match the corresponding Purchase Order pricing, quantities, and terms, and must be sent to the invoice address listed on the Purchase Order. All applicable taxes and other Government charges including, but not limited to, sales, use, or excise taxes; value added tax, customs duties, fees and all incidental charges including but not limited to royalties, selling commissions, nonrecurring engineering, or other incidental charges must be separately itemized and identified on the invoice. The invoice must also include the following information in English, or in the destination country's official language if required: (a) name and address of Supplier and the Ultra Electronics CEMSMP entity purchasing the Goods; (b) name of shipper (if different from Supplier); (c) Ultra Electronics CEMSMP Purchase Order number(s); (d) country of export; (e) detailed description of the Goods; (f) Harmonized Tariff Schedule number; (g) country of origin (manufacture) of the Goods, or if multiple countries of origin, the country of origin of each part shipped; (h) weights of the Goods shipped; (i) currency in which the sale was made; (j) payment terms; (k) shipment terms used; and (l) all rebates or discounts. The invoice will be accompanied (if applicable) by a signed bill of lading or express receipt evidencing shipment. Payment of an invoice does not constitute acceptance of the Goods and is subject to appropriate adjustment should Supplier fail to meet the requirements of the Purchase Order. Payment terms are net 60 days from receipt of a Ultra Electronics CEMSMP-approved compliant invoice unless otherwise stated on the face of the Purchase Order or other written agreement executed by both parties; provided, however, that in the event that applicable law requires a payment terms period of shorter duration, payment terms shall be the maximum period allowed by applicable law. Invoices will not be approved unless they accurately reference conforming Goods received by Ultra Electronics CEMSMP or services satisfactorily performed for Ultra Electronics CEMSMP, as well as a valid Purchase Order number, supplier name and address, line description, quantity at line level, price at line level, withholding rates and/or amounts for applicable taxes. Payment will be scheduled for the next payment cycle following the net terms for the Purchase Order.

## **13. Set Off.**

Ultra Electronics CEMSMP may deduct any amount owing from Supplier to Ultra Electronics CEMSMP as a set off against any amount owing to Supplier under this Purchase Order.

## **14. Inspection**

14.1. All Goods may be inspected and tested by Ultra Electronics CEMSMP, its customers, higher-tier contractors, and end users at all reasonable times and places. If inspection or testing is made on Supplier's premises, Supplier will provide, without charge, all reasonable facilities and assistance required for the inspection and tests. Supplier's standard inspection and testing system must be applicable to the requirements within the Ultra Electronics CEMSMP specification. All inspection and testing records, including sub-tier supplier records relating to the Goods, will be maintained by Supplier and made available to Ultra Electronics CEMSMP during the performance of this Purchase Order, and for such longer periods if specified by Ultra Electronics CEMSMP.

14.2. Final inspection and acceptance by Ultra Electronics CEMSMP will be at destination unless otherwise specified in this Purchase Order. Ultra Electronics CEMSMP may inspect all or a sample of Goods, at its option, and may reject all or any portion of the Goods if Ultra Electronics CEMSMP determines them to be defective or nonconforming within 90 days of delivery. If Ultra Electronics CEMSMP performs any inspection (other than the standard inspection) after discovering defective or nonconforming Goods, any additional inspection costs will be paid by Supplier. No inspection, tests, approval, design approval, or acceptance of the Goods relieves Supplier from responsibility for warranty or any latent or patent defects, fraud, or negligence. Ultra Electronics CEMSMP reserves the absolute right to refuse acceptance of, or reject and return to Supplier at Supplier's sole cost and expense any material, Goods or Services that fail to conform to any applicable laws or regulations, or for which Supplier fails to package, ship, label or provide proper notice to Ultra Electronics CEMSMP as required by any applicable law or regulation. If Goods are defective or nonconforming, Ultra Electronics CEMSMP may by written notice to Supplier: (a) rescind this Purchase Order as to the Goods; (b) accept the Goods at an equitable reduction in price; price; or (c) reject the Goods and require the delivery of replacements. Delivery of replacements will be accompanied by a written notice specifying that the Goods are replacements. If Supplier fails to deliver required replacements

promptly, Ultra Electronics CEMSMP may correct any retained defective or nonconforming Goods at Supplier's expense; replace them with Goods from another supplier and charge the Supplier the cost thereof, including cover, and any incidentals costs; or terminate this Purchase Order for cause.

## 15. Warranty

15.1. Supplier warrants to Ultra Electronics CEMSMP, its successors, assigns, customers, and end users that during the entire Warranty Period specified below, all Goods furnished (including all replacement or corrected Goods or components and regardless of whether all or any part of such furnished Goods or any replacement or corrected Goods was manufactured, distributed or otherwise commercialized by a third party prior to delivery by or on behalf of Supplier to Ultra Electronics CEMSMP) will (a) be free from defects in material, workmanship and design, (b) conform to applicable drawings, designs, quality control plans, specifications and samples and other descriptions furnished or specified by Ultra Electronics CEMSMP, (c) be merchantable, (d) be fit for the intended purposes and operate as intended, (e) comply with all laws and regulations, (f) be free and clear of any and all liens or other encumbrances, and (g) not infringe any patent, published patent application, or other intellectual property rights of any third party and not utilize misappropriated third party trade secret information. Goods that fail to meet the preceding standards are collectively called "non-conforming Goods." Supplier must obtain third party warranties consistent with Section 15 for all raw materials, components, and services required by Supplier to perform under this Agreement ("Components") and Supplier is solely responsible for ensuring that all Components meet these requirements. Any Component that fails to meet these requirements will be deemed to be a non-conforming Good.

15.2. As to services, in addition to any express or implied warranties, Supplier warrants that (a) it possesses the requisite expertise, facilities and equipment necessary and appropriate to perform the services, (b) the services will be performed in a safe and workmanlike manner, and (c) the services will be performed in accordance with the highest standards in the industry.

15.3. The Warranty Period is 36 months or by agreement with Supplier from the date of delivery to the end user or such longer period of time mandated by any longer government requirement covering the Goods. In addition to the warranties described above, Supplier also warrants all Goods to the same extent and for the same time period (if extending beyond 36 months) as the warranties provided by Ultra Electronics CEMSMP to Ultra Electronics CEMSMP customers relating to such Goods. These warranties are for the benefit of Ultra Electronics CEMSMP, Ultra Electronics CEMSMP customers, and any other person claiming by or through Ultra Electronics CEMSMP. These warranties will survive any delivery, inspection, acceptance, or payment by Ultra Electronics CEMSMP. Claims for breach of warranty do not accrue until discovery of non-conformance, even if the Goods were previously inspected. Any applicable statute of limitations runs from the date of discovery. If conforming Goods are not furnished within the time specified by Ultra Electronics CEMSMP then Ultra Electronics CEMSMP may, at its election, have the nonconforming Goods repaired, replaced, or corrected at Supplier's expense or credited to Ultra Electronics CEMSMP.

Supplier is responsible for the costs of repairing, replacing or correcting nonconforming Goods or crediting them to Ultra Electronics CEMSMP, and for all related costs, expenses and damages including, but not limited to, the costs of removal, disassembly, failure analysis, fault isolation, reinstallation, re-inspection, and retrofit of the nonconforming Goods or of Ultra Electronics CEMSMP affected end-product; all freight charges, including but not limited to incremental freight expenses incurred by Ultra Electronics CEMSMP for shipments of repaired, replaced, or corrected Goods to Ultra Electronics CEMSMP and for shipments of repaired, replaced, or corrected Goods or finished product containing or incorporating repaired, replaced, or corrected Goods from Ultra Electronics CEMSMP to any customer of Ultra Electronics CEMSMP; all customer charges; and all corrective action costs. Unless set off by Ultra Electronics CEMSMP, Supplier will reimburse Ultra Electronics CEMSMP for all such costs upon receipt of Ultra Electronics CEMSMP invoice. Any replacement Goods are warranted for the same period as the original Goods.

Additionally, if any services are found not to be performed as warranted within a period of 36 months after the conclusion of the performance of the services by Supplier, Ultra Electronics CEMSMP may direct Supplier to either refund to Ultra Electronics CEMSMP the amount paid for the services, or perform the services again in a proper manner to the extent necessary to provide Ultra Electronics CEMSMP with the result originally contemplated by Ultra Electronics CEMSMP. The warranties and rights provided are cumulative and in addition to any warranty provided by law or equity. 16.4. If, following delivery, Goods exhibit a substantially similar repetitive root cause, failure mode or defect indicating a common or systemic failure ("Epidemic Failure"), then, without prejudice to Ultra Electronics CEMSMP rights under Section 21: (a) the party discovering the failure will promptly notify

the other and Supplier will provide to Ultra Electronics CEMSMP a preliminary plan for problem diagnosis within one business day of such notification, which plan Supplier will revise at Ultra Electronics CEMSMP request; (b) Supplier and Ultra Electronics CEMSMP will diagnose the problem, plan an initial work-around and effect a permanent solution; (c) Supplier and Ultra Electronics CEMSMP will agree on a plan for customer notification, replacement scheduling and remediation, including identification of suspect population, field removal, return and reinstallation, work in process ("WIP"), inventory replacement, and repair, or retrofitting, regardless of location or status of WIP completion; and (d) Supplier is responsible for all costs and damages associated with any Epidemic Failure. Ultra Electronics CEMSMP and Supplier will work together in good faith to establish and expeditiously implement an Epidemic Failure action plan. If Supplier or any of its Component suppliers initiate any Product or Component recalls, retrofits, or service bulletins 16.5.

No part of any software or other deliverables delivered by Supplier under this Purchase Order shall contain any software or component licensed or obtained under any Open Source licensing program. "Open Source" shall mean any software or other material that is distributed as "free software", "open source software" or under a similar licensing or distribution model (including but not limited to the GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), and the Apache License) If Supplier uses Open Source in any software or deliverable, Supplier must first seek written approval from Ultra Electronics CEMSMP and if approved, Supplier must identify each Open Source item along with the applicable license terms. For any such approved Open Source, Supplier represents that (a) Supplier is in compliance with the terms and conditions of all applicable licenses for Open Source and (b) Ultra Electronics CEMSMP use of such Open Source (i) will not adversely impact Ultra Electronics CEMSMP proprietary software (ii) will not require Ultra Electronics CEMSMP to make available the source code for any Ultra Electronics CEMSMP propriety software (iii) will not prohibit or limit Ultra Electronics CEMSMP from charging a fee in connection with sublicensing or distributing the software.

16.6. Goods and Services covered by this Purchase Order will comply with all applicable treaties, laws, regulations of the place of manufacture and Canadian, European Union and U.S. state and federal laws, regulations and standards (a) concerning the importation, sale, design, manufacture, packaging and labeling of its Goods, (b) regulating the sale of Goods, and (c) relating to the environment and/or the toxic or hazardous nature of Goods or their constituents, including (without limitation) the U.S. Toxic Substances Act, the U.S. Occupational Safety and Health Act, the U.S. Hazardous Communication Standard, the Federal Hazardous Substances Act, the California Proposition 65, European ROHS standards, and other current and subsequently applicable requirements; and Supplier agrees that it shall furnish promptly on request and provide all information and certifications evidencing compliance with such laws, regulations, standards and requirements.

## **16. Changes**

Ultra Electronics CEMSMP may, by written or electronic notification, direct changes in the drawings, designs, specifications, method of shipment or packing, quantity, or time or place of delivery of the Goods; reschedule the services; or require additional or diminished services. Only authorized Ultra Electronics CEMSMP procurement representatives may issue changes to the Purchase Order. If any change causes an increase or decrease in the cost of, or the time required for, performing this Purchase Order, an equitable adjustment will be made in the Purchase Order price, delivery dates or both, and this Purchase Order will be modified in writing or electronically accordingly. Any claim by Supplier for adjustment under this provision may be deemed to be waived unless asserted in writing (including the amount of the claim) and delivered to Ultra Electronics CEMSMP within 30 days from the date of the receipt by Supplier of the Ultra Electronics CEMSMP - directed change to the Purchase Order. If the cost of property made obsolete or excess as a result of a change is paid by Ultra Electronics CEMSMP, Ultra Electronics CEMSMP may prescribe the manner of disposition of the property. Notwithstanding any disagreement between the parties regarding the impact of a change, Supplier will proceed diligently with its performance under this Purchase Order pending resolution of the disagreement.

## **17. Design and Process Changes**

Supplier will make no changes in the design, materials, manufacturing location, manufacturing equipment, production process, changes between a manual and automated process, or any other processes related to the Goods specified in the Purchase Order or documents referenced in it, or if none, those in place when the Purchase Order is issued, without the advance written approval of Ultra

Electronics CEMSMP procurement representative. This requirement applies whether or not the change affects costs and regardless of the type of change, including product improvements.

#### **18. Stop Work**

At any time by written notice and at no cost, Ultra Electronics CEMSMP may require Supplier to stop all or any part of the work under this Purchase Order for up to 120 days ("Stop Work Order"), and for any further period as mutually agreed. Immediately upon receipt of a Stop Work Order, Supplier will comply with its terms. At any time Ultra Electronics CEMSMP may, in whole or in part, either cancel the Stop Work Order or terminate the work under the Termination section of this Purchase Order. To the extent the Stop Work Order is cancelled or expires, Supplier must immediately resume work and give notification of a revised delivery schedule within 5 working days.

#### **19. Termination**

19.1. The nonbreaching party may terminate this Purchase Order if the other party commits a material breach and fails to remedy the breach within 10 calendar days following receipt of written notice specifying the grounds for the breach, except in the case of breach related to safety, health, or security, Ultra Electronics CEMSMP will have the right to immediately terminate the Order. A material breach includes, but is not limited to, late delivery or delivery of nonconforming Goods. If Supplier breaches its obligations to Ultra Electronics CEMSMP and Ultra Electronics CEMSMP terminates this Purchase Order in whole or in part, Ultra Electronics CEMSMP may charge Supplier for any additional cost it incurs in performing Supplier's obligations or in having such obligations performed by a third party. The solvent party may terminate this Purchase Order upon written notice if the other party becomes insolvent or if any petition is filed or proceedings commenced by or against that party relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. If a termination by Ultra Electronics CEMSMP for breach by Supplier is determined to have lacked cause, such termination will be treated as a termination without cause under Section 19.2.

19.2. Notwithstanding any firm time period or quantity on the face of the Purchase Order, Ultra Electronics CEMSMP may terminate this Purchase Order in whole or in part at any time with or without cause for undelivered Goods or unperformed services upon 10 days' prior written notice.

19.3. If Ultra Electronics CEMSMP terminates this Purchase Order under either 20.1 or 20.2, Ultra Electronics CEMSMP sole liability to Supplier, and Supplier's sole and exclusive remedy, is payment for Goods received and accepted by Ultra Electronics CEMSMP before the date of termination. The payment can be set off against any damages to Ultra Electronics CEMSMP.

Upon termination, Ultra Electronics CEMSMP may require Supplier to transfer title and deliver to Ultra Electronics CEMSMP any completed Goods and Ultra Electronics CEMSMP will pay the Purchase Order price for those Goods subject to set off against any damages to Ultra Electronics CEMSMP. Ultra Electronics CEMSMP may also require Supplier to transfer title and deliver to Ultra Electronics CEMSMP any or all property produced or procured by Supplier to perform this Purchase Order. Ultra Electronics CEMSMP will credit Supplier with the reasonable value of the property, but not more than Supplier's actual cost or the Purchase Order value, whichever is less.

19.4. To the extent that any portion of this Purchase Order is not terminated under 20.1 or 20.2 above, Supplier will continue performing that portion.

#### **20. Cessation of Production**

If production of any Goods is to be discontinued or suspended within 1 year after final delivery under this Purchase Order, Supplier must give Ultra Electronics CEMSMP as much prior written notice as commercially reasonable of the discontinuance or suspension. For at least 180 days from the discontinuance or suspension, Supplier must accept orders from Ultra Electronics CEMSMP for the Good at the price and on the terms of this Purchase Order.

#### **21. General Indemnification**

Supplier will, at its expense, defend, hold harmless and indemnify Ultra Electronics CEMSMP and its customers, subsidiaries, affiliates, and agents, and their respective officers, directors, shareholders, and employees, (collectively "Indemnitees") from and against any and all loss, cost, damage, claim, demand, penalty or liability, including reasonable attorney and professional fees and costs, and the cost of settlement, compromise, judgment, or verdict incurred by or demanded from the Indemnitee



("Loss") arising out of, resulting from or occurring in connection with Supplier's Goods or the performance of the Services by Supplier or its personnel (including any employment-related Loss arising out of, resulting from or occurring in connection with the performance), the acts, omissions, negligence or wilful misconduct of Supplier or its personnel, Supplier's breach of the terms of this Agreement, or any theft or other misappropriation of Ultra Electronics CEMSMP or its personnel's information, property or funds by Supplier or its personnel. Supplier will not enter into any settlement or compromise without Ultra Electronics CEMSMP prior written consent, which will not be unreasonably withheld. If Ultra Electronics CEMSMP is obligated to pay any Loss or any damages pursuant to its contract with a customer, then Supplier will be liable for such Loss any damages to the extent Supplier causes or contributes to such Loss or any damages. Furthermore, in the event a recall or other corrective action relating to Supplier's Goods or Services is necessitated by a defect or a failure to conform to any laws, regulations or specifications, Supplier shall bear all costs and expenses of such recall or other corrective action, including without limitation, costs of notifying customers, customer refunds, cost of returning goods, and other expenses incurred to meet obligations to third parties. Nothing in this Section limits Ultra Electronics CEMSMP right to claim all actual damages sustained by Ultra Electronics CEMSMP as a result of Supplier-caused delays.

## **22. Intellectual Property Indemnification**

For Goods provided under this Purchase Order, Supplier will, at its expense, defend and indemnify Ultra Electronics CEMSMP and its customers (Indemnitee) from and against any and all loss, cost, damage, claim, or liability, including reasonable attorney and professional fees and costs, and the cost of settlement, compromise, judgment, or verdict incurred by or demanded from Indemnitee arising out of, or relating to any alleged or actual: (a) patent, copyright, or trademark infringement; (b) unlawful disclosure, use, or misappropriation of a trade secret; or (c) violation of any other third-party intellectual property right, and from expenses incurred by Indemnitee in defence of such suit, claim, or proceeding if Supplier does not undertake the defence thereof. Supplier will not enter into any settlement without Ultra Electronics CEMSMP prior written consent, which will not be unreasonably withheld. Indemnitee may participate in the defence or negotiations to protect its interests. If any injunction or restraining order is issued, Supplier will, at Ultra Electronics CEMSMP option and Supplier's expense, obtain for Indemnitee either the right to continue using and selling the Goods or replace or modify the Goods to make them noninfringing; without any loss of functionality.

## **23. Insurance**

Supplier will maintain and carry liability insurance in an amount no less than the greater of (a) the minimum amount required by applicable law, or (b) the following coverages: commercial general liability (including product liability and, for services to be performed, completed operations liability) in a sum no less than £5 million, automobile liability in a sum no less than £5 million, worker's compensation in an amount no less than the applicable statutory minimum requirement, and employer's liability in an amount of no less than £5 million, all with insurance carriers with an AM Bests rating of no less than A- or equivalent. In addition, Supplier is responsible for maintaining an adequate level of insurance to cover any potential losses due to damage to Ultra Electronics CEMSMP Property, as defined in Section 9. All insurance required by this Section must cover Ultra Electronics CEMSMP, its subsidiaries and affiliates, and their respective officers, directors, shareholders, employees and agents as additional insureds. Before delivery of any Goods or commencement of any services under the Purchase Order, Supplier will provide to Ultra Electronics CEMSMP evidence that Seller maintains the described insurance, and that the coverage will not be changed without 30 days advance written notification to Ultra Electronics CEMSMP from the carrier(s). Except where prohibited by law, Supplier will require its insurers to waive all rights of recovery or subrogation against Ultra Electronics CEMSMP, its subsidiaries and affiliated companies, and its and their respective officers, directors, shareholders, employees, and agents. The amount of insurance carried in compliance with the above requirements is not to be construed as either a limitation on or satisfaction of the indemnification obligation in this Purchase Order.

## **24. Confidentiality; Intellectual Property; Data Protection**

24.1. All information, including without limitation specifications, samples, drawings, materials, know-how, designs, processes, and other technical, business, or financial information, that: (a) has been or will be supplied to Supplier by or on behalf of Ultra Electronics CEMSMP; or (b) Supplier will design, develop, or create in connection with this Purchase Order; as to individual items or a combination of components or both, and whether or not completed, and all derivatives of (a) and (b) that Supplier has or will design, develop or create are deemed to be "Confidential Information" of Ultra Electronics CEMSMP. All Confidential Information is work made for hire and made in the course of services rendered. All rights to it belong exclusively to Ultra Electronics CEMSMP, with Ultra Electronics CEMSMP having the sole right to obtain, hold, and renew, in its own name or for its own benefit, patents, copyrights, registrations, or other appropriate protection. To the extent that exclusive title or ownership rights in Confidential Information may not originally vest in Ultra Electronics CEMSMP, Seller irrevocably assigns transfers and conveys to Ultra Electronics CEMSMP all right, title, and interest therein.

24.2. Ultra Electronics CEMSMP Confidential Information will remain the property of Ultra Electronics CEMSMP. It may not be used by Supplier for any purpose other than for performing this Purchase Order, may not be disclosed to any third party, and will be returned to Ultra Electronics CEMSMP upon the earlier of Ultra Electronics CEMSMP written request or completion of the Purchase Order. If, with Ultra Electronics CEMSMP prior written approval, Supplier furnishes Confidential Information to a sub-tier supplier, Supplier will bind the sub-tier supplier to confidentiality requirements substantially identical to this provision and Supplier will remain responsible to Ultra Electronics CEMSMP for any breach of this provision by its sub-tier suppliers. No disclosure, description or other communication of any sort will be made by Supplier to any third person of the fact of Ultra Electronics CEMSMP purchase of Goods hereunder, the terms of this Purchase Order, the substance of any discussions or negotiations concerning this Purchase Order, or either party's performance.

24.3. "Personal Data" means any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity. Supplier will treat any Personal Data of all Ultra Electronics CEMSMP officers, directors, employees, agents, contractors, customers, and suppliers as Confidential Information. The Parties agree that the Supplier will be the Data Processor (as defined in the EU Data Protection Directive 95/46/EC or any successor Directive) for the purposes of processing Personal Data pursuant to this Purchase Order. Supplier will: (a) take appropriate technical and organizational security measures as are reasonably required by Ultra Electronics CEMSMP to protect Personal Data; (b) use and permit employees and third parties to use Personal Data pursuant to Ultra Electronics CEMSMP instructions only for purposes directly related to the provision of Goods or performance of services or related obligations under this Purchase Order; (c) refrain from transferring Personal Data out of the European Union unless Ultra Electronics CEMSMP has given its prior written consent to the transfer and Supplier has satisfied any further requirements reasonably imposed by Ultra Electronics CEMSMP. If with Ultra Electronics CEMSMP prior permission Supplier will process Personal Data that Ultra Electronics CEMSMP transfers from any of its affiliates in the European Union to any of its affiliates in the U.S. pursuant to the U.S. - EU Safe Harbor Framework ("Safe Harbor Personal Data"), EU Safe Harbor Framework with respect to the processing of the Safe Harbor Personal Data and will notify Ultra Electronics CEMSMP immediately if its self-certification terminates for any reason, EU Safe Harbor Framework; (d) indemnify Ultra Electronics CEMSMP against all losses, costs, expenses, damages, liabilities, demands, claims, actions or proceedings which Ultra Electronics CEMSMP may suffer or incur arising out of any breach of this Section; and (e) promptly notify Ultra Electronics CEMSMP about: any legally binding request for disclosure of Personal Data by a law enforcement agency (unless otherwise prohibited); any accidental or unauthorized processing of Personal Data; and any requests received from individuals to whom Personal Data relates, without responding to that request unless it has been otherwise authorized to do so by Ultra Electronics CEMSMP. With the exception of Personal Data, this Agreement imposes no obligation upon Supplier if Supplier can demonstrate that the Confidential Information: (a) was rightfully in Supplier's possession before receipt from Ultra Electronics CEMSMP and was not accompanied by a duty of confidentiality; (b) is or becomes a matter of public knowledge through no fault of Supplier; (c) is rightfully received by Supplier from a third party and is not accompanied by a duty of confidentiality; (d) is disclosed by Ultra Electronics CEMSMP to a third party without a duty of confidentiality on the third party; (e) is independently developed by Supplier without use of Ultra Electronics CEMSMP Confidential Information; or (f) is disclosed under operation of law, provided Supplier notifies Ultra Electronics

CEMSMP and upon Ultra Electronics CEMSMP request and at Ultra Electronics CEMSMP cost cooperates in all reasonable respects to contest the disclosure or obtain a protective order or other remedy.

## **25. Audit**

25.1. Supplier will maintain detailed records reflecting Supplier's compliance with this Purchase Order for at least 10 years from the date of last delivery. Supplier will provide, and will cause each of its sub-tier suppliers to provide, access for Ultra Electronics CEMSMP personnel, auditors, all regulatory authorities and Ultra Electronics CEMSMP customers to have access at all reasonable times to facilities, books and other pertinent records and any other information as requested by Ultra Electronics CEMSMP or Ultra Electronics CEMSMP auditors. Supplier will require each of its sub-tier suppliers to do likewise with respect to their records and materials.

25.2. If any invoice submitted by Supplier is found to be in error, an appropriate adjustment will be made to the invoice or the next succeeding invoice following the discovery of the error and the resulting payment/credit will be issued promptly. Supplier will, and will cause its sub-tier suppliers to, promptly correct any other Supplier deficiencies discovered as a result of the audit.

## **26. Limitation of Liability**

ULTRA ELECTRONICS CEMSMP IS NOT LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES FROM BUSINESS INTERRUPTION, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, OR LOSS OF USE OF ANY PROPERTY OR CAPITAL) EVEN IF ADVISED, OR OTHERWISE AWARE, OF THE POSSIBILITY OF ANY SUCH DAMAGES. THE EXCLUSION OF SUCH DAMAGES IS INDEPENDENT OF, AND WILL SURVIVE, ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY UNDER THESE TERMS AND CONDITIONS.

## **27. Assignment and Subcontracting**

This Purchase Order will be binding on the parties and their respective permitted successors and assigns. Supplier will not assign this Purchase Order or any rights or obligations under this Purchase Order or subcontract the manufacture of the Goods or performance of any related services without the prior written

approval of Ultra Electronics CEMSMP. Any transfer of this Purchase Order by Supplier by merger, consolidation, or dissolution, or any change in ownership or power to vote a controlling share of the voting stock in Supplier, will constitute an assignment for the purpose of this Agreement. Any assignment or subcontract without Ultra Electronics CEMSMP written approval will be voidable at the option of Ultra Electronics CEMSMP. Ultra Electronics CEMSMP may assign this Purchase Order or any rights or obligations under this purchase order to any of its subsidiaries or affiliates or to any purchaser or successor to all or substantially all of the assets of Ultra Electronics CEMSMP without Supplier's consent and upon written notice to Supplier. To the extent Supplier assigns or subcontracts all or part of the manufacture of the Goods or performance of any related services as permitted under this Purchase Order, Supplier will be responsible for its assignees and subcontractors (including but not limited to its affiliates) and their personnel to the same extent as if the acts or omissions were performed by Supplier and its employees, agents and personnel.

## **28. Relationship of Parties/Independent Contractor**

Nothing in this Purchase Order will be construed to place Supplier and Ultra Electronics CEMSMP in an agency, employment, franchise, joint venture, or partnership relationship. Neither party has the authority to obligate or bind the other in any manner, and nothing contained in this Purchase Order will give rise or is intended to give rise to rights of any kind to any third parties. Neither party will make any representation to the contrary. The parties agree that Supplier will perform its obligations under this Purchase Order as an independent contractor. Supplier will be solely responsible for all Employer Obligations with respect to Supplier personnel, even if a court or other body deems the personnel to be Ultra Electronics CEMSMP employees. "Employer Obligations" means all obligations of any kind

imposed customarily or by law or agreement on persons acting in the capacity of an employer, including, without limitation, responsibility for (a) hiring, assigning, compensating, and terminating personnel; (b) withholding and paying taxes; (c) verification of employment eligibility, including compliance with work authorization and immigration laws and export licensing and control requirements; (d) compliance with all federal, state, and local laws (both common and statutory) and regulations related to employment and the rights of personnel. Supplier represents and warrants that it and all its subcontractors, if any, comply and will continue to comply with all applicable employment laws and regulations related to personnel working on Ultra Electronics CEMSMP matters, that all personnel working on Ultra Electronics CEMSMP matters are authorized to work in the relevant jurisdiction, and that it does not employ child or forced labour.

## **29. Compliance with Laws and Integrity**

29.1. Supplier will comply with all laws, regulations and ordinances in performing this Purchase Order. Supplier agrees to abide by and maintain an integrity and compliance program that encompasses a standard of business conduct that effectively prevents and corrects ethical violations and maintains compliance with laws.

29.2. Upon request, in form and substance satisfactory to enable Ultra Electronics CEMSMP to meet its compliance obligations with regard to Regulation (EC) No 1907/2006 ("REACH"), Supplier will provide Ultra Electronics CEMSMP with complete information regarding the chemical composition of any Goods supplied under this Purchase Order, including all safety information required under REACH and information regarding the registration or pre-registration status of any Deliverables pursuant to REACH promptly but no later than 30 days of receiving such request. Supplier agrees that it will include any Ultra Electronics CEMSMP "Identified Use" in its REACH registrations or applications for Authorization, unless Supplier notifies Ultra Electronics CEMSMP that it rejects the Identified Use in order to protect human health or the environment and specifies the reason for the rejection. In this case Ultra Electronics CEMSMP will have the right to terminate this Purchase Order without incurring any damages.

29.3. Absent Ultra Electronics CEMSMP prior written consent, no Goods will contain any of the substances identified in (a) Article 4(1) of the European Parliament Directive 2011/65/EU (the "RoHS Directive") as the RoHS Directive may be updated from time to time and as such Directive is implemented in any country, but only to the extent that the Directive applies to the commercialization, sale or use of such Goods, or (b) similar applicable laws or regulations, (including, without limitation, the United Kingdom Health & Safety at Work Act 1974), restricting the use of hazardous materials in such other jurisdictions to the extent that any such law or regulation applies to the commercialization, sale or use of such Goods. If such prior written consent is given, then Supplier shall inform Ultra Electronics CEMSMP in writing of same, and properly warn, label, package and ship such hazardous materials in accordance with all applicable laws and regulations. Further, prior to shipment and upon request, Supplier shall identify and provide to Ultra Electronics CEMSMP compliant material safety data sheet information and RoHS Directive information for covered Goods.

29.4. Supplier will be responsible for all costs and liabilities for or relating to the recycling of Goods pursuant to the most current version of European Parliament Directive 2012/19/EU (the "WEEE Directive") as the WEEE Directive may be updated from time to time and as such Directive is implemented in any country.

29.5. In accordance with applicable "Conflict Minerals" laws, Ultra Electronics CEMSMP must determine whether its products contain tin, tantalum, tungsten or gold ("3TG") originating in the Democratic Republic of the Congo and adjoining countries ("Conflict Minerals"). To the extent Supplier supplies Goods containing 3TG to Ultra Electronics CEMSMP under any Purchase Order, Supplier commits to have a supply chain process to ensure and document a reasonable inquiry into the country of origin of the 3TG minerals incorporated into such Goods. If requested, Supplier will promptly provide information or representations that Ultra Electronics CEMSMP reasonably believes are required to meet its conflict minerals compliance obligations.



### **30. Applicable Law and Forum**

#### **30.1. Europe, Middle East, Africa**

The construction, interpretation, performance, and enforcement hereof, all transactions hereunder and the parties relationship in connection therewith or any related claims whether founded in contract, tort or otherwise, will be governed by the laws of England and Wales without regard to or application of its principles or laws regarding conflicts of laws, and excluding the United Nations Convention on the International Sale of Goods of 1980 (and any amendments or successors thereto). Any dispute arising out of or relating to this Purchase Order, including the breach, termination or validity thereof, will be finally resolved by a panel of three arbitrators in accordance with the Rules for Arbitration of the International Chamber of Commerce. Judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. The place of arbitration will be London, England.

#### **30.5. Additional Rules Applicable to Arbitration**

Any award will be payable in the currency of this Purchase Order. Either party may apply to the arbitrators seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved.

Either party also may, without waiving any remedy under this Purchase Order, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrators' determination of the merits of the controversy. The language of the arbitration will be English.

Pending settlement or final resolution of any dispute, Supplier will proceed diligently with the performance of this Purchase Order in accordance with Ultra Electronics CEMSMP directions.

### **31. Remedies**

All Ultra Electronics CEMSMP remedies set forth in this Purchase Order are in addition to, and will in no way limit, any other rights and remedies that may be available to Ultra Electronics CEMSMP at law or in equity.

### **32. Notices**

Notices relating to this Purchase Order must be in writing and may be delivered personally, by overnight courier, or by certified first class mail, postage prepaid (each to the respective addresses appearing on the face of this Purchase Order; or sent by fax to the respective fax number provided by Ultra Electronics CEMSMP or Supplier. Notice will be deemed given on the date delivered if delivered personally; three business days after being placed in the mail as specified above; or upon confirmation receipt that it was transmitted satisfactorily if transmitted by fax.

### **33. Publicity**

Any news release, public announcement, advertisement, publicity or any other disclosure concerning this Purchase Order to any third party except as may be necessary to comply with other obligations stated in this Purchase Order requires prior written approval of Ultra Electronics CEMSMP. Supplier will not use Ultra Electronics CEMSMP name or marks or refer to or identify Ultra Electronics CEMSMP in any advertising or publicity releases or promotional or marketing materials without Ultra Electronics CEMSMP prior written approval. Furthermore, Supplier will not claim or suggest, implicitly or explicitly, that Ultra Electronics CEMSMP purchase of its Goods use of its services or deliverables constitutes Ultra Electronics CEMSMP endorsement of its Goods, services or deliverables.

### **34. Headings and Captions**

Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of any provision of this Purchase Order.

### **35. Waiver**

The failure or delay of either party to enforce at any time any of the provisions of this Purchase Order will not be construed to be a continuing waiver of those provisions, nor will any such failure or delay prejudice the right of the party to take any action in the future to enforce any provision.

### **36. Severability**

If any provision of this Purchase Order (or portion thereof) is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties agree that the court will construe the provision in a manner that renders the provision valid and enforceable to the fullest extent possible under the law of the applicable jurisdiction and that the remaining provisions will remain in full force and effect.

### **37. Survival**

All provisions of this Purchase Order which by their nature should apply beyond its term will remain in force after any termination or expiration of this Purchase Order including, but not limited to, those addressing the following subjects: Import/Customs Compliance, Drawback, Offset, Ultra Electronics CEMSMP -Supplied Materials, Tooling, Equipment and Technical Data, Price, Price: Most Favoured Customer and Meet or Release, Invoicing and Payment, Set Off, Warranty, Cessation of Production, General Indemnification, Intellectual Property Indemnification, Insurance, Lien Waivers; Confidentiality/Data Privacy and Intellectual Property, Audit, Relationship Between the Parties/Independent Contractor, Applicable Law and Forum, Publicity, Waiver, and Survival. Ultra Electronics CEMSMP Standard PO Terms and Conditions for Goods and Services