

Terms and Conditions Of Purchase

1. ACCEPTANCE OF PURCHASE ORDER. WINDCREST, LLC d.b.a ADVANCED TRAINING SYSTEMS (“BUYER”) OFFERS TO PURCHASE THE PRODUCTS (“Products”) OR SERVICES (“Services”) DESCRIBED HEREIN ONLY UPON THE TERMS AND CONDITIONS CONTAINED IN THIS PURCHASE ORDER (“Order”). BUYER RESERVES THE RIGHT TO REVOKE THIS ORDER WITHOUT NOTICE. THIS ORDER SHALL BE DEEMED ACCEPTED AND SHALL BECOME A BINDING CONTRACT ON THE TERMS AND CONDITIONS CONTAINED HEREIN WHEN (A) SIGNED AND RETURNED TO SELLER, OR (B) SELLER ISSUES ITS ORAL OR WRITTEN ACKNOWLEDGMENT, OR (C) SELLER COMMENCES PERFORMANCE, OR (D) SELLER OTHERWISE ACCEPTS THIS ORDER. BY ACCEPTING THIS ORDER, SELLER WAIVES ALL TERMS AND CONDITIONS CONTAINED IN ITS QUOTATION, ACKNOWLEDGMENT, INVOICE OR OTHER DOCUMENTS WHICH ARE DIFFERENT FROM OR ADDITIONAL TO THOSE CONTAINED HEREIN, AND ALL SUCH DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS SHALL BE NULL AND VOID.

2. SHIPPING INSTRUCTIONS No charges shall be allowed for packing, crating, freight and/or any other shipping services unless so specified in this Order. Charges invoiced by Seller to BUYER for packing, crating, freight and/or any other shipping services shall be limited to the charges provided in the Order. Seller shall comply with Buyer's shipping instructions. Order number(s) shall appear on all correspondence, shipping labels and shipping documents, including all packing slips, bills of lading, air bills and invoices. All packing slips shall include Buyer's part number, where applicable, description, quantity, and a statement as to whether the Order is partially or completely filled.

3. DELIVERY-NOTICE OF DELAY

(a) Time is of the essence in fulfilling the Order. Failure to deliver in accordance with the delivery schedule under the Order, if not excused, shall be a material breach of the Order. Buyer reserves the right to refuse or return at Seller's risk and expense shipments made in excess of Buyer's Order or in advance of required schedules, or to defer payment on advance deliveries until scheduled delivery dates.

(b) Unless otherwise stipulated on this Order, Products shall be shipped FOB destination.

(c) Seller shall notify Buyer in writing immediately of any actual or potential delay in the performance of the Order. Such notice shall include a proposed revised schedule, but such notice and proposal or Buyer's receipt thereof shall not constitute a waiver of Buyer's rights and remedies hereunder.

(e) If Seller shall be unable to deliver as scheduled, Buyer may require delivery by fastest way and charges resulting from premium transportation shall be prepaid by the Seller.

(f) Seller may terminate any order at any time, for any reason, or no reason given and shall refund any funds within 14 calendar days.

4. TERMINATION FOR CONVENIENCE Buyer may, by notice in writing, terminate the Order or work under the Order, for convenience and without cause, in whole or in part, at any time, and such termination shall not constitute default. In the event of partial termination, Seller shall not be excused from performance of the non-terminated balance of the Products or Services.

5. TERMINATION FOR DEFAULT Buyer may by notice in writing to Seller, terminate the Order, in whole or in part, at any time if Seller fails (i) to perform within the time specified herein or any extension thereof; or (ii) to perform any of the other provisions of this Order, or (iii) to make progress as to endanger performance of this Order, and in any case, does not cure such failure within a period of ten (10) days from its receipt of Buyer's notice. Upon

termination, Buyer may procure, as it deems appropriate, products or services similar to those that were to be provided under the Order, and Seller shall be liable to Buyer for the cost of such products or services. Upon the termination of this Agreement for any reason, each party will be released from all obligations to the other arising after the date of termination, except for those which by their terms survive such termination.

6. FORCE MAJEURE Buyer shall not be liable for any failure to perform including failure to (i) accept performance of Services or, (ii) take delivery of the Products, caused by circumstances beyond its control which make such performance commercially impractical including, but not limited to, acts of God, fire, flood, acts of war, terrorism, government action, accident, labor difficulties or shortage, inability to obtain goods, equipment or transportation. In the event Buyer shall be so excused, either party may terminate the Order.

7. PROPRIETARY RIGHTS (a) Seller shall keep confidential any technical, process or economic information derived from or contained in any drawings, specifications, software or other data (“Confidential Information”) furnished by Buyer and shall not divulge, export or use, directly or indirectly, any such Confidential Information without obtaining Buyer's express prior written consent. All such Confidential Information shall be promptly returned to Buyer on request.

(b) Any intellectual property first made or conceived by Seller in performance of this Order that arises from this Order or was derived from or based on the use of information supplied by Buyer shall be considered to be the property of Buyer, and Seller shall execute such documents necessary to perfect Buyer's title thereto.

Buyer shall hold title to and may exercise all the intellectual and industrial property rights with regard to the results of services to be performed by the Seller on the basis of an agreement. If any action is required in transferring title and/or any intellectual and/or industrial property rights, the Seller shall render its unconditional cooperation in this respect at no charge. The Seller hereby grants Buyer an irrevocable power of attorney to effect the transfer (including signing the necessary documents on behalf of the Seller) and agrees that Buyer is unconditionally entitled to register and/or file the intellectual and industrial property rights in the appropriate registers or to have this done on its behalf.

b) The Seller shall be obliged, either at Buyers first request or immediately after the dissolution and/or termination of this agreement, and for whatever reason, to accurately and fully complete and sign in duplicate the documents required to execute the provisions of the first paragraph, and to send these documents to Buyer immediately.

c) The burden of proof with regard to the Seller having fully and correctly completed the deed of transfer on time and having sent it to Buyer in a timely fashion, shall rest exclusively with the Seller.

d) The Seller hereby unconditionally and irrevocably waives its right to exercise any possible droit moral with regard to the results of the services and/or activities to be performed on the basis of an agreement.

e) The Seller guarantees that:

1. It is unconditionally entitled and authorized to transfer the aforementioned results to Buyer;
2. The aforementioned results are not encumbered with any third-party claims whatsoever and/or that no such claims have been created.

8. BUYER'S PROPERTY All drawings, tools, jigs, dies, fixtures, Products, drawings, designs and other items supplied or paid for by Buyer shall be and remain the property of Buyer (“Buyer's Property”), and Buyer shall have the right to enter Seller's premises and remove the Buyer's Property at any time. Buyer's Property

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shall be used by Seller only in its performance hereunder. Seller shall maintain the Buyer's Property, and shall be responsible for all loss or damage thereto, except for normal wear and tear.

9. WARRANTY Seller warrants, for a period of one (1) year, that the Products and Services shall be: (a) free of any third-party claim, including but not limited to any claims of infringement or violation of a trade secret, (b) of merchantable quality, free from all defects in design and workmanship, and (c) fit for the particular purposes for which they are intended, and in strict accordance with the specifications, samples, drawings, designs or other requirements (including performance specifications) approved by Buyer. All warranties under this Order shall be for the benefit of the Buyer, its successors, assigns, customers and the ultimate users of the Products and Services.

10. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

a) The Seller guarantees that the goods it supplies and the services it renders shall not infringe any current third-party intellectual and industrial property rights and that the use of said goods and services shall not otherwise constitute a wrongful act towards third parties.

b) The Seller shall indemnify Buyer against claims from third parties in this respect, wherever and whenever such claims might be instigated.

c) In the event that the Seller admits that the goods it supplies and/or the services it renders infringe on any current third-party intellectual and industrial property rights and/or constitute a wrongful act towards any third party, or in the event that Buyer is prohibited from this use pursuant to an arbitral award or court ruling, the Seller shall, at the choice of Buyer, either:

1. Acquire the right, on behalf of Buyer, to continue using the goods and/or services under the conditions of the agreement in question; or
2. Replace the goods and/or services or change them in such a way that the infringement no longer exists; or, if the aforementioned options are not reasonably feasible,
3. Take back the goods, crediting Buyer for the amounts it has already paid to the Seller; all of this without prejudice to Buyers other rights, including its right to compensation.

d) The Seller shall conduct out the defense in any legal proceedings which might be instigated against Buyer for infringement of any current third-part intellectual and industrial property rights and/or (otherwise) any wrongful act against a third party in connection with goods supplied and/or services rendered by the Seller. The Seller shall indemnify Buyer against all damage and costs incurred by Buyer as a result of such legal proceedings.

11. INSPECTION All Products and Services and related documentation shall be subject to inspection and test at all reasonable times and places by the Buyer, and Buyer's customers before, during and after performance and delivery. If any inspection or test is made on the premises of Seller or any of its suppliers, Seller, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.

12. REJECTIONS If any of the Products shall be found at any time to be defective in material or workmanship, or otherwise not in strict conformity with the requirements of this Order, Buyer, in addition to such other rights, remedies and choices as it may have by contract or by law, at its option and sole discretion, may (i) reject and return such Products at Seller's expense; or (ii) require Seller to inspect the Products and remove and replace nonconforming Products with conforming Products. If Buyer shall elect option (ii) above and Seller shall fail to promptly make the necessary inspection, removal and replacement, Buyer may, at its option,

rework the discrepant Products and charge back the Seller for the required work.

13. CHANGES Buyer shall have the right upon notifying the Seller to suspend or make changes from time to time in the Products or Services or to change the delivery date. If any such change affects the cost of such Products or Services, an equitable adjustment shall be made, but any claim by the Seller for adjustment shall be asserted within thirty (30) days from its receipt of the notice.

14. PAYMENT; TAXES As full consideration for the Products and Services, and the assignment of rights to Buyer as provided herein, Buyer shall pay Seller (i) the amount agreed upon and specified in the Order, or (ii) Seller's quoted price on date of shipment (for Products), or the date Services were started (for Services), whichever is lower. Payment shall not constitute acceptance. Each invoice submitted by Seller shall be provided to Buyer within ninety (90) days of completion of the Services or delivery of Products, and shall reference the Order. Buyer reserves the right to return all incorrect invoices. Buyer shall pay the invoiced amount within thirty (30) days after receipt of a correct invoice unless otherwise stated on purchase order. Prices shall include, and Seller shall be liable for and pay, all taxes imposed on or measured by this Order, except for applicable sales and use taxes that are separately stated on Seller's invoice. Prices shall not include any taxes for which Buyer has furnished evidence of exemption. Where required by law, Buyer may deduct from any payments due to Seller hereunder such taxes as Buyer shall be required to withhold and pay such taxes to the relevant tax authorities.

15. ASSIGNMENT Seller may not assign any rights or delegate any of its obligations hereunder without the prior written consent of Buyer.

16. SET-OFF Buyer shall be entitled at all times to set off any amount owing from Seller to Buyer or any of its affiliated companies against any amount payable by Buyer.

17. INDEMNITY (a) Seller shall be responsible for the actions and failure to act of all parties retained by, through, or under Seller in connection with the performance of this Order.

(b) Seller shall, without limitation, indemnify and save Buyer and its customers, and their respective officers, directors, employees and agents harmless from and against all claims and resulting costs, expenses and liability, which arise from claimed or actual infringement or violation of any trade secret, personal injury, death, or property loss or damage attributed to, or caused by, the Products or Services.

(c) Should Buyer's use, or use by its customers, of any Products or Services be enjoined, be threatened by injunction, or be the subject of any legal proceeding, Seller shall, at its sole cost and expense, (i) substitute fully equivalent non-infringing products or services; (ii) modify the Products or Services so that they no longer infringe but remain fully equivalent in functionality; (iii) obtain for Buyer and its customers the right to continue using the Products or Services; or (iv) if none of the foregoing is possible, refund all amounts paid for the infringing Products or Services.

18. INSOLVENCY If Seller ceases to conduct its operations in the normal course of business, including inability to meet its obligations as they mature, or if any proceeding under the bankruptcy or insolvency laws is brought by or against Seller, or a receiver for Seller is appointed or applied for, or an assignment for the benefit of creditors is made by the Seller, this Order shall automatically terminate without liability to Buyer, except for liability for deliveries previously made or for Products that are completed at termination and subsequently delivered in accordance with the terms of this Order.

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19. LIMITATION OF LIABILITY. IN NO EVENT SHALL BUYER BE LIABLE TO SELLER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS ORDER, WHETHER OR NOT BUYER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE AMOUNT OF LIABILITY OF BUYER FOR ANY CLAIM ARISING UNDER THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE WILL NOT EXCEED THE TOTAL AMOUNTS PAID TO BUYER FOR THE PRODUCTS GIVING RISE TO SUCH LIABILITY. THESE LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE.

20. ENTIRE AGREEMENT This Order, with such documents as are expressly incorporated by reference, shall be intended by the parties as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties, no usage of the trade, no prior or contemporaneous agreement, representation or understanding, oral or written, shall be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge and opportunity for objection.

21. WAIVER The failure of Buyer to enforce at any time or, for any period of time, any of the provisions hereof shall not be construed to be a waiver of such provisions, nor the right of Buyer thereafter to enforce each and every such provision.

22. EXPORT/IMPORT CONTROL (a) If Seller is a U.S. company that engages in the business of either manufacturing or exporting defense articles or furnishing defense services, the Seller hereby certifies that it has and is currently registered with the U.S. Department of State Directorate of Defense Trade Controls (DDTC) and understands its obligations to comply with International Traffic In Arms Regulations (ITAR). (b) Seller shall advise Buyer as to the defense article status of the Products and mark any technical data provided to Buyer in connection with the Products or Services to indicate if it is subject to ITAR controls. If any of the Products or technical data is subject to ITAR, Buyer may need to obtain an import license from DDTC, and in such instance, upon instruction from the Buyer, Seller shall, at no expense to the Buyer, delay delivery of the Products and technical data until the Buyer shall receive any necessary import license. (c) Seller shall control the disclosure of and access to technical data, information and other items received under this Order in accordance with and otherwise comply with U.S. export control laws and regulations, including but not limited to ITAR and the Export Administration Regulations (EAR). No technical data, information or other items provided by the Buyer in connection with this Order shall be provided to any foreign persons or to a foreign entity, including without limitation, a foreign subsidiary of Seller, without the express prior written authorization of the Buyer and the Seller's obtaining of the appropriate export license, technical assistance agreement or other required documentation for ITAR-controlled technical data, information or items. (d) Seller shall immediately notify Buyer in writing if it is or becomes listed on a Debarred, Excluded or Denied Party List of an agency of the U.S. Government, or if its export privileges are denied, suspended or revoked.

23. COUNTERVAILING AND ANTI-DUMPING DUTIES Seller warrants that all sales made under this Order are or shall be made at no less than fair value under Subtitle IV of the Tariff Act of 1930 entitled "Countervailing and Anti-Dumping Duties" (19 U.S.C. Sec. 1671 and 19 U.S.C. Sec. 1673).

24. IMPORTER OF RECORD; ULTIMATE CONSIGNEE Buyer shall not be a party to the importation of the goods related to the transaction(s) represented by this Order and Buyer shall not in any event be designated as "importer of record" or "ultimate consignee" on any customs declaration or customs entry form. Upon request and where applicable, Seller shall provide Buyer with Customs forms, properly executed, as required for drawback claims.

25. ORIGIN CERTIFICATION; CONFLICT MINERALS COMPLIANCE Seller shall provide Buyer with a certificate of origin for each and every Product sold hereunder and such certificate shall indicate the origin rule that the Seller used in making the certification.

Seller acknowledges that Buyer is required to comply with Section 1502 of the United States Dodd-Frank Wall Street Reform and Consumer Protection Act ("the Dodd-Frank Act") which includes requirements related to the use of tin, tantalum, tungsten, and gold ("Conflict Minerals"). Seller shall source and track the chain of custody of all Conflict Minerals contained in any Products in accordance with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas. At Buyer's request, Seller shall execute and deliver to Buyer declarations in the form of the EICC-GeSI Conflict Minerals Reporting Template as adopted by EICC-GeSI or in any other form that Buyer reasonably requests. Seller shall immediately disclose any changes to the conflict-free minerals status of any Products. If the Buyer has reason to believe the minerals in any Products are not conflict-free, Buyer shall place the Seller under contract review and research alternative supply sources, and may immediately terminate the relevant Order as a termination for convenience under Section 4 hereof. All Products provided after December 31, 2014 shall be "Conflict Free", as defined in the Dodd-Frank Act.

26. STANDARD OF CONDUCT Seller represents that it has neither received nor given any gifts or gratuities, nor participated in any other conduct in connection with this Order that violates the Buyer's Code of Ethics and Business Conduct.

27. FIRST ARTICLE INSPECTION At Buyer's request, Seller shall supply First Article Inspection Reports (FAIR) for the first shipment of any new Products or parts thereof. Whenever a drawing of a Product or part thereof is revised, a FAIR shall be again required for all characteristics affected in the revision.

28. CERTIFICATE OF CONFORMANCE At Buyer's request, a Certificate of Conformance stating the Products conform to all Order requirements shall accompany each shipment. The Seller shall have available for review all sub-tier certifications for goods and processes that support the shipment.

29. COMPLIANCE WITH LAWS; APPLICABLE LAW; DISPUTES; MISCELLANEOUS Seller warrants that the Products and the Services shall be manufactured, sold, and delivered, as applicable, in compliance with all applicable laws. Irrespective of the place of performance, this Order shall be construed and interpreted according to the Laws of the State of Minnesota. The exclusive forum for adjudication of any disputes shall be the federal or state courts of the State of Minnesota, and the parties hereby consent to personal jurisdiction and venue in such courts in any proceeding. The United Nations Convention on the International Sale of Goods shall not apply.

Advanced Training Systems – Waconia, MN 651-429-8091

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Seller agrees, upon request by BUYER, to promptly comply with all request by BUYER to execute all certifications required under Executive Order 11246.

Seller warrants that all Products supplied to BUYER comply with the Reduction of the Use of Certain Hazardous Substances (“RoHS”) Directive and the Registration, Evaluation, Authorization and Restriction of Chemicals (“REACH”) Regulation and initiatives.

BUYER hereby informs Seller that as of March 22, 2017 BUYER is ISO 9001 2015 Certified. These terms and conditions are intended to communicate BUYER’s Certification Status under ISO 9001 2015 to Seller.

30. GOVERNMENT CONTRACTS

If Buyer has issued this Order under a government Prime Contract, the Federal Acquisition Regulation (FAR) clauses listed below are incorporated herein by reference, with the same force and effect as if they were given in full text, and shall be applicable to this Order.

- (a) 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)
 - (b) 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)
 - (c) 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
 - (d) 52.215-2 AUDIT AND RECORDS-NEGOTIATION (OCT 2010)
 - (e) 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)
 - (f) 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
 - (g) 52.222-26 EQUAL OPPORTUNITY (MAR 2007)
 - (h) 52.222-35 EQUAL OPPORTUNITY VETERANS (JUL 2014)
 - (i) 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUL 2014)
 - (j) 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NLRA (DEC 2010)
 - (k) 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)
 - (l) 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
 - (m) 52.225-5 TRADE AGREEMENTS (NOV 2013)
 - (n) 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
 - (o) 52.225-8 DUTY-FREE ENTRY (OCT 2010)
 - (p) 52.227-11 PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (MAY 2014)
 - (q) 52.227-14 DATA RIGHTS-GENERAL (MAY 2014)
 - (r) 52.230-2 COST ACCOUNTING STANDARDS (MAY 2014)
 - (s) 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)
 - (t) 52.242-13 BANKRUPTCY (JUL 1995)
 - (u) 52.243-1 CHANGES-FIXED-PRICE (AUG 1987) (Applicable when the subcontract is a Fixed-Price-type contract)
 - (v) 52.243-4 CHANGES (JUN 2007)
 - (w) 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2015)
 - (x) 52.245-1 GOVERNMENT PROPERTY (APR 2012)
 - (y) 52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)
 - (z) 52.246-2 INSPECTION OF SUPPLIES-FIXED PRICE (AUG 1996) (Applicable when the subcontract is a Fixed-Price-type contract)
 - (aa) 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (FEB 2006)
 - (bb) 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) (Applicable when the subcontract is a Fixed-Price-type contract)
 - (cc) 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) (Applicable when the subcontract is a Fixed-Price-type contract)
- If Buyer has issued this Order under a Prime Contract with the Department of Defense, the Department of Defense FAR Supplement (DFARS) clauses listed below shall also be incorporated herein by reference, with the same force and effect as if they were given in full text, and shall be applicable to this Order.
- (a) 252.204-7000 DISCLOSURE OF INFORMATION (AUG 2013)
 - (b) 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (OCT 2014)
 - (c) 252.223-7008 PROHIBITION OF HEXVALENT CHROMIUM (JUN 2013)
 - (d) 252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS (MAR 2013)
 - (e) 252.225-7013 DUTY-FREE ENTRY (NOV 2014)
 - (f) 252.225-7021 TRADE AGREEMENTS (NOV 2014)
 - (g) 252.226.7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC

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ENTERPRISES AND NATIVE HAWAIIAN SMALL
BUSINESS CONCERNS (SEP 2004)

(h) 252.227-7013 RIGHTS IN TECHNICAL DATA -
NONCOMMERCIAL ITEMS (FEB 2014)

(i) 252.227-7014 RIGHTS IN NONCOMMERCIAL
COMPUTER SOFTWARE AND NONCOMMERCIAL
SOFTWARE DOCUMENTATION (FEB 2014)

(j) 252.227-7015 TECHNICAL DATA - COMMERCIAL
ITEMS (FEB 2014)

(k) 252.227-7037 VALIDATION OF RESTRICTIVE
MARKINGS ON TECHNICAL DATA (JUN 2013)

(l) 252.246.7007 COUNTERFEIT ELECTRONIC PARTS
DETECTION AND AVOIDANCE SYSTEM (MAY 2014)

(m) 252.247.7023 TRANSPORTATION OF SUPPLIES BY
SEA (APR 2014)

In addition to those clauses listed above, any FAR and DFARS clauses contained or referenced in Buyer's Prime Contract that are required by the Prime Contract, statute or regulation to be included in subcontracts or orders placed under the Prime Contract are also incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable to this Order.

For all FAR and DFARS clauses incorporated into this Order:

(a) substitute "Buyer" for "Government" or "United States" throughout the clause; and

(b), substitute "Buyer's Representative" for "Contracting Officer," "Administrative Contracting Officer," and "ACO" throughout the clause.

If the date or substance of any of the FAR or DFARS clauses listed above is different from the date or substance of the clause incorporated in the Prime Contract, the date or substance of the clause incorporated by said Prime Contract shall apply. If any FAR or DFARS clause specifically listed above conflicts with any FAR or DFARS clauses contained in Buyer's Prime Contract, the clause in the Prime Contract shall take precedence. The Contracts Disputes Act shall have no application to this Order. Any reference to a "Disputes" clause shall mean "Disputes" clause of this Order, not any FAR or DFARS "Disputes" clause.