

PURCHASE ORDER TERMS & CONDITIONS

1. **APPLICABLE LAW.** The definitions of terms used, interpretation of this purchase order, and rights of parties hereto shall be construed under and governed by the laws of the State of Florida.
2. **ACCEPTANCE.** If this order is an offer, Seller's acceptance of this order shall be on, and expressly limited to, the terms and conditions hereof. If this order is an acceptance of an offer, acceptance is expressly made conditional on Seller's assent to the terms and conditions of this order. Shipment of any goods covered hereunder shall constitute acceptance or assent. Seller may not ship under reservation. None of Seller's terms and conditions of sale contained in any quotation, acknowledgment, invoice, acceptance of this order or any other document shall apply.
3. **TERMINATION AT BUYER'S OPTION.** Should Buyer's need for the goods or services to be supplied hereunder be reduced or eliminated, Buyer may terminate this order in whole or in part. If Seller is unable to make other disposition of the goods, Buyer shall pay Seller the reasonable value of the work performed by Seller in respect of such goods up to the time of written notification of termination by Buyer, Buyer's liability under this paragraph shall never exceed the aggregate price specified in this order.
4. **PACKAGING AND SHIPPING INSTRUCTIONS.** All goods shall be suitably packed and properly marked (including notice of hazardous substances) or otherwise prepared for shipment so as to secure the lowest transportation rates and to meet carrier's requirements. No charge will be allowed for packing, crating or carriage unless stated herein. Unless otherwise directed by Buyer, all surface shipments shall be declared at the lowest release valuation allowed by the carrier. If this purchase order states that Buyer is responsible for freight charges, the Seller shall ship per instructions on the purchase order, unless directed otherwise on a separate document from the Buyer. Data on Packing List delivered with the ordered product will have: Seller name and address, Buyer ship to address, Buyer purchase order number, Part Number ordered, no pricing or cost information, Buyer purchase order line number, item description, quantity being shipped, serial number if applicable, shelf life, date of manufacture and expiration date, manufacture batch or LOT number and hazardous UN number if applicable. Manufacturer's certification must be provided. This information will certify that the product was manufactured in accordance with the drawings & specifications approved by the manufacturer. If the product being purchased is FAA approved the certificate should state that the part was manufactured in accordance with applicable FAR's (FAR 21.1 – Commercial, FAR 21.121 – PC, FAR 21.303 – PMA, FAR 21.601 – TSOA). If the product being purchased is a MIL Spec item, the MIL Spec should be referenced. If commercial type item, the certification will state that the product being furnished is being supplied in accordance with the manufacturer procedures. The certification statement must be signed and maybe at the bottom of the packing list. A standard certification can be on a separate page that is referenced back to the packing list. All handwritten data will be initialed and dated by the person doing the writing.
5. **RISK OF LOSS.** Risk of loss of goods purchased hereunder shall be borne by Seller until the goods are delivered at the F.O.B. point specified in this order or, if no point is given, until delivery to Buyer, at Buyer's facility. Notwithstanding the above, if the goods purchased are explosive, inflammable, toxic or otherwise hazardous, Seller shall hold Buyer harmless against all claims asserted against Buyer for any personal or property damage caused by such goods or by the transportation thereof before unloading at Buyer's plant or warehouse.
6. **DELIVERY.** Time is of the essence hereof. If any goods are not delivered within the time specified in this order, Buyer, in addition to other remedies provided by law, may either (i) refuse to accept such goods and cancel this order without penalty or cost or (ii) cause Seller to ship the goods by the most expeditious means of transportation, with any additional transportation charges for Seller's account. However, Seller shall not be liable for delays in delivery or failure to manufacture or deliver due to acts of God, acts of civil or military authorities, Governmental priorities, fires, strikes, floods, epidemics, war or riot, provided that the cause for such delay is reported in writing to Buyer within seven (7) days from the time commencement of such delay. **Seller shall not deliver goods more than (7) days prior to the scheduled delivery date unless authorized in writing by Buyer.** Deliveries more than 7 days early and/or late without written notification will affect your approval status on our ASL.
7. **INSPECTION.** All goods ordered shall be subject to inspection and approval at destination by Buyer or its duly authorized representative after delivery to Buyer's facility. Payment for any goods shall not be deemed acceptance thereof or waiver of any right to test or inspect such goods.
8. **INVOICES. INVOICES FOR GOODS OR SERVICES PURCHASED HEREUNDER SHALL CONTAIN THE FOLLOWING INFORMATION (A) BUYER'S PURCHASE ORDER NUMBER; (B) ITEM NUMBERS, (C) DESCRIPTION OF GOODS OR SERVICE, (D) SIZES, (E) QUANTITIES, (F) UNIT PRICES, (G) SHIPPING DATES, AND (I) TIME AND MATERIAL CHARGES AND SUBCONTRACT CHARGES, IF APPLICABLE.**
9. **PRICE OFFSET.** Any price decrease announced by Seller for the same or similar goods or services shall automatically reduce the price of the goods or services purchased hereunder by a comparable amount or percentage. Buyer shall have the right (but no duty) to withhold monies payable by it hereunder and apply them to the payment of any obligation of Seller to Buyer or any other part arising in any manner out of this order.
10. **WARRANTIES.** Seller warrants that (a) all goods and services when delivered pursuant thereto will be merchantable and free from defects in workmanship or material, will conform strictly to the specifications, drawings, samples, or other descriptions specified or furnished with this order and will be fit for their ordinary intended purposes and any special purpose specified by Buyer for the period of at least 1 year; (b) it has good title to the goods free from all encumbrances; (c) the goods, if produced in the United States, were or will be produced in compliance with the Fair Labor Standards Act of 1938, as amended; (d) for any goods that have a shelf life, such goods will have the greater of (i) 80% of its shelf life or (ii) two (2) years of shelf life remaining at the time of shipment. The warranties set forth herein are in addition to and not in limitation of all expressed or implied warranties of Seller and all warranties provided by law.
11. **REMEDIES.** With respect to defective or rejected goods at Buyer's discretion (a) Buyer may return such goods to Seller, at Seller's risk, for credit, and Seller shall pay Buyer for all packing, handling, testing, and transportation expenses, or (b) Seller shall pay Buyer promptly for expenses incurred in remedying the defective or nonconforming goods, or (c) Seller, at its expense, shall, upon notification from Buyer, expeditiously replace any defective or rejected goods. The remedies provided in this paragraph are in addition to and not in limitation of all other remedies provided by agreement with Seller or by law.
12. **INDEMNITY.** Seller shall indemnify Buyer and anyone buying or using any of the products sold to Buyer or any party to which Buyer provides services, utilizing the goods purchased hereunder and shall defend and hold each of them harmless against all losses, liabilities damages, costs, and expenses arising from (a) infringement or alleged infringement of any United States or foreign letters patent copyright or other intellectual property right by any of the goods delivered hereunder or their use, (b) claims made by reason or injury or death to person or damage to property suffered or claimed to have been suffered by any entity or person caused by or alleged to have, been caused by defective goods furnished hereunder or by any act or omission, negligent or otherwise, of Seller or any subcontractor of Seller or any of their employees, workmen, servants, or agents, any customer of Buyer or any other third party (c) labor or material liens arising out of or on account of the goods or their use or of any work performed by Seller or any subcontractor of Seller, (d) claims by any third party for any fee, commission or other compensation for services performed or allegedly performed for on behalf of Seller in connection with this order, and (e) fines and civil or criminal penalties arising out of the manufacture or delivery or performance by Seller of goods or services hereunder. The negligence of Buyer, its customers or third parties shall not mitigate or otherwise invalidate Seller's liability under this paragraph. Promptly on Buyer's request, Sellers shall pay all such losses, liabilities, damages, costs and expenses and all costs and expenses including without limitation reasonable attorney's fees for any claim, demand, suit, action, proceeding, litigation, or settlement relating thereto.
13. **INSURANCE:** If this purchase order requires the performance of work on Buyer's property or on the property of a third party, Seller shall provide at its sole expense public liability and property damage insurance in amounts satisfactory to Buyer. Seller shall also carry at its sole expense automobile liability insurance, including automobile, no ownership liability insurance for all liabilities arising out of injury and death as well as destruction of property for all automobiles owned or hired by Seller and comprehensive general liability insurance including contractual liability insurance (broad or intermediate form), manufacturer's and contractor's liability insurance and completed operations and product liability insurance all in amounts satisfactory to Buyer. Before starting work hereunder Seller shall furnish Buyer certificates of such insurance, which shall be with companies and in form satisfactory to Buyer. The certificates shall provide that thirty (30) days written notice must be given to Buyer before cancellation of or material change in the coverage's.
14. **SAFETY STANDARDS.** Seller warrants that the goods sold and services performed under this order comply or will comply in respects with the Occupational Safety and Health Act of 1970 (OSHA) as amended and all applicable, regulations, rulings, orders, and standards promulgated thereunder. Failure to comply with Buyer's safety standards or with OSHA will be cause for termination of this order. No advice or warning about safety measures given by Buyer shall be construed to relieve Seller of its liability as an independent contractor. Seller shall immediately notify Buyer in writing of any condition or work practice on Buyer's premises that Seller believes may expose its employees, workmen, servants, or agents to a hazardous condition or work practice.
15. **PROOF OF PAYMENT.** Seller shall furnish affidavits and instruments in form and substance satisfactory to Buyer, certifying that payment has been made for all labor, materials and services furnished in the performance or filling of this order and Buyer may withhold payment without liability to Seller until Buyer receives such certifications.
16. **TOOLS, DRAWINGS, MATERIALS, ETC.** Seller shall use all designs, tools, jigs, patterns, drawings, information, equipment, and other items ("items") furnished by Buyer only in the production of the goods or performance of services called for herein. Buyer makes no warranty, express or implied, concerning the accuracy of any of the items it furnishes. All work must be in strict accordance with specifications, regardless of any deficiency in items supplied by Buyer. Title to all items furnished shall remain in Buyer, and upon completion or termination of this order all items shall be returned to Buyer or disposed of in accordance with Buyer's directions. Seller shall assume all risk of loss of the items or damage to persons or property (including to the items) resulting in any way from Seller's possession or use of the terms, and Seller agrees to hold Buyer harmless from all Claims due to injury or damage to any person or property resulting directly or indirectly from the items or use thereof.
17. **CONFLICT-FREE MATERIALS – SELLER** is to provide Legacy upon quote if product contains tin (cassiterite), tantalum (columbite, tantalite), tungsten (wolframite) and gold.
18. **ASSIGNMENT AND SUBCONTRACTING.** Seller shall not delegate any duty or assign this order in whole or in part nor make any subcontract for furnishing goods or services hereunder nor assign any claim arising or sum payable hereunder without the prior written consent of Buyer. Any attempted delegation, subcontract or assignment shall be void.
19. **MODIFICATION.** No modification of this order shall be binding on Buyer unless in writing and signed by Buyer or its agent. Usage of trade, course of performance, and course of dealing cannot supplement or modify the written terms of this order. Buyer reserves the right and Seller agrees to accept reasonable changes to this order, including changes as to packing, testing destinations, specifications, designs, and delivery schedules, but changes shall be authorized only by Buyer's written release order. Buyer's (a) failure to insist on strict performance of any term or condition hereof or (b) failure or delay to exercise any right or remedy provided herein or by law or properly to notify Seller in the event of breach or (c) acceptance of or payment for goods hereunder or (d) approval of any design shall not release Seller from any of the warranties or obligations of this order and shall not be deemed a waiver of any right of Buyer to insist upon strict performance hereof or of any of its rights or remedies as to any prior or subsequent default hereunder nor shall any purported oral modification or rescission of this purchase order by Buyer operate as a waiver of any term or condition here expressly to apply to the goods or services ordered herein, in the event of a conflict the provisions of the agreement shall control only for those goods and services contemplated both by this order and the agreement. In the performance of work hereunder, Seller and its sub contactors shall comply with all applicable federal, state and local laws and rules and regulations and shall furnish evidence of such compliance as required by Buyer. Nothing in this order or any acceptance hereof shall constitute Seller or any of its officers, directors, or employee's as Buyer's agent, legal representative or employee.
20. **CONDITIONS APPLICABLE ONLY IF THIS ORDER IS PLACED UNDER GOVERNMENT CONTRACTS OR SUBCONTRACTS.** If this order is placed pursuant to a Government prime contract or subcontract referenced by a number or otherwise in this purchase order, the following causes set forth in the FAR and DFARS as in effect on the date hereof are incorporated herein by reference with the same force and effect as if set forth in full;

LEGACY COMPONENTS PURCHASE ORDER TERMS & CONDITIONS

52.202- 1 DEFINITIONS	52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.203- 3 GRATUITIES	52.227- 1 AUTHORIZATION AND CONSENT
52.203- 5 COVENANT AGAINST CONTINGENT FEES	52.227- 2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.203- 6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	52.227- 3 PATENT INDEMNITY
52.203- 7 ANTI-KICKBACK PROCEDURES	52.244- 5 COMPETITION IN SUBCONTRACTING
52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	52.246-16 RESPONSIBILITY FOR SUPPLIES
52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	52.246-23 LIMITATION OF LIABILITY
52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	52.248- 1 VALUE ENGINEERING
52.209- 6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	52.249- 2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.211- 5 MATERIAL REQUIREMENTS	52.249- 8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT RELATED FELONIES
52.215-19 NOTIFICATION OF OWNERSHIP CHANGES	252.204-7000 DISCLOSURE OF INFORMATION
52.215- 2 AUDIT AND RECORDS--NEGOTIATION	252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT
52.215-8 ORDER OF PRECEDENCE	252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS
52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY
52.219- 8 UTILIZATION OF SMALL BUSINESS CONCERNS	252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY
52.219- 9 SMALL BUSINESS SUBCONTRACTING PLAN	252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)
52.222- 1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS
52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT	252.225-7009 DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)
52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	252.225-7010 DUTY-FREE ENTRY--ADDITIONAL PROVISIONS
52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT	252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES
52.222-26 EQUAL OPPORTUNITY	252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS
52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS
52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	252.225-7025 RESTRICTION ON ACQUISITION OF FORGINGS
52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	252.225-7026 REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES
52.223- 6 DRUG-FREE WORKPLACE	252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL
52.225-8 DUTY-FREE ENTRY	252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS
252.225-7008 Restriction on Acquisition of Specialty Metals (July 2009)	252.252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals
52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards	52.203-13 Contractor Code of Business Ethics and Conduct (Apr 2010)

21. **REQUIREMENTS (NON-HARDWARE).** In selling each item covered by this order to Buyer, Seller warrants and represents to Buyer that such item:
 - 1) Was produced by or under the control and direction of the manufacturer indicated on this order (either by name or by proprietary part number designation, or both), and conforms to all applicable specifications for the item established by the manufacturer in effect as of the date of sale to Buyer.
 - 2) Is in new condition unless otherwise agreed upon in writing by Buyer.
 - 3) Has not been superseded according to the most current parts list issued by the manufacturer as of the date of sale to Buyer, and
 - 4) Is not included on the UNITED STATES MUNITIONS CONTROL LIST, in effect on the date of sale, requiring a State Department Export License.
22. Seller shall immediately advise Buyer's purchasing representative in writing if Seller is unable to make any warranty or representation set forth above for any item covered by this order. Do not ship such item to Buyer, unless instructed to do so in writing by Buyer's purchasing representative.
23. **REQUIREMENTS (HARDWARE ITEMS):** With each shipment of aviation hardware items to Buyer pursuant to the order. Seller must furnish a written certificate that such items conform to all applicable published specifications for the items established by the manufacturer(s) thereof in effect as of the date of sale to Buyer. In addition, each such item must be manufactured in the United States unless specifically exempted in advance by the buyer, and packed in a sealed container on which is plainly marked with this purchase order number, the manufacturer, the manufacturer's lot number, the quantity and cure date (if applicable). Upon request by Buyer, Seller must furnish Buyer all test reports for the items, which are required by law, applicable specifications, and good industry practice.
24. **REQUIREMENTS (HARDWARE AND NONHARDWARE ITEMS):** Upon the sale of each item, and per part number, Seller shall provide to Buyer all U.S., and Non U.S. export and import classifications where necessary, to include, but not limited to:
 - 1) Export Control Commodity Classification Number (ECCN) for all items controlled for export by the U.S. Department of Commerce, Bureau of Industry and
 - 2) Security, Export Administration Regulations (15 CFR Part 700 et. Seq.)
 - 3) Harmonized Tariff Schedule Code (HTS) and Schedule B number, (see 19 CFR and 15 CFR Part 30 et. seq. respectively)
 - 4) Country of Origin Certification (see 19 CFR Parts 134 and 102).
25. **REQUIREMENTS (HAZARDOUS MATERIALS).** If material is considered hazardous as defined by EPA, OSHA, DOT, or any other local, state, federal or foreign regulation, Seller must provide a Material Safety Data Sheet, along with the United Nations Hazardous Material Code (see 49 CFR 100 et. seq.) before or with the shipment. Seller is responsible for providing an updated or changed Material Safety Data Sheet prior to first shipment of applicable material. If the goods includes explosives, as defined by the Bureau of Alcohol Tobacco and Firearms, U.S. Department of Treasury (see 27 CFR et. seq.), Seller must provide Buyer with an ATF Exemption Letter prior to shipment.
26. **RIGHT OF ACCESS.** Seller and its subcontractors shall provide right of access to Buyer, its customers and regulatory authorities to all facilities involved in the performance of the manufacture or supply of the goods or services ordered hereunder and to all records of Seller or its subcontractors applicable thereto.
27. **RECORD RETENTION REQUIREMENTS-** Seller is to retain all records for a period of 10 years from the date of order. This includes but not limited to COC's, test reports, incoming inspection, traceability (when required), airworthiness certificates, manufacturer certs, etc.
28. **NON-CONFORMING PRODUCT.** Seller shall notify Legacy Components of non-conforming goods that it discovers during the fulfillment of this purchase order and arrange with Buyer in advance of shipment for Buyer's express approval of supplier/manufacturer non-conforming material before any such items are shipped to Buyer.
29. **FLOW DOWN OF REQUIREMENTS.** Seller shall pass on to its subcontractors and agents any specific requirements for the goods or services ordered.
30. **REPRESENTATION REGARDING STATUS.** Seller represents and warrants that it is not, and will not be at any time during the performance of this purchase order, listed or named on, or affiliated with a party listed or named on, the "Excluded Parties List System" or "EPLS," as described in the Federal Acquisition Regulations (currently Section 9.404). In the event of a violation of this representation, without limiting its other rights and remedies, Buyer reserves the right to terminate this purchase order without penalty. As of the date of sale to Buyer, Seller shall immediately advise Buyer's purchasing representative in writing if Seller is unable to make any warranty or representative set forth above for any item covered by this order. Do not ship such to Buyer unless instructed to do so in writing by Buyer's purchasing representative.
31. **C-TPAT.** For those goods ordered by Buyer from Seller that are shipped directly to Buyer where Buyer is the Importer of Record into the United States and its insular possessions, Seller agrees to comply with the Customs - Trade Partnership Against Terrorism (C-TPAT) requirements from the Point of Origin. The term "Point of Origin", as used in this paragraph, will mean and refer to the site where such goods are assembled, manufactured, packaged and shipped or through the OCM/OEM authorized distributor chain. Parts shall not be acquired from independent distributors or brokers unless approved in advance in writing by Legacy Components.
32. **COUNTERFEIT/SUSPECT PARTS.** Seller is hereby notified that the delivery of counterfeit/suspect parts is of special concern to Buyer. Seller shall not deliver Suspect/Counterfeit parts to Legacy Components under this purchase order. Seller shall only purchase products to be delivered to Legacy Components from the Original Component Manufacturer (OCM), or the Original Equipment Manufacturer (OEM) unless otherwise approved by Legacy.
 - a. Regardless of the source of procurement, Seller must provide OCM/OEM documentation that authenticates traceability of the part to the applicable OCM/OEM.
 - i. 1.) If suspect or counterfeit parts are furnished under this order or are found in any of the goods delivered hereunder, such items shall be impounded by Buyer. Seller shall, at its own expense, promptly replace such counterfeit parts with parts acceptable to the Buyer and Seller shall be liable for all costs related to the removal and replacement of said parts. The remedies contained in this paragraph are in addition to any remedies
 - ii. 2.) Legacy Components may have at law, equity or under other provisions of this purchase order. Seller shall include this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished to Legacy Components under this purchase order.

As an Authorized representative of the below named company I agree to all Legacy Terms & Conditions:

Company Name	Name Printed	Title	Signature
			Date