PURCHASE ORDER TERMS & CONDITIONS

This order is subject to all of the terms and conditions herein each of which the seller agrees to by acceptance of this order. Only such terms and conditions shall constitute the agreement between the parties. The following terms and conditions apply to this purchase order.

1. **Agreement** - By shipping the goods ordered hereby or acknowledging receipt hereof or performing the work requested hereby Seller agrees to the terms and conditions set forth herein and in any attachments hereto, none of which may be added to, modified, superseded or otherwise altered except by a written instrument signed by an authorized representative of Buyer and delivered to Seller. Any different or additional items in Seller's acceptance of this order are hereby rejected, notwithstanding any terms or conditions that may be contained in any acknowledgement, invoice or other document of Seller and notwithstanding Buyer's act of accepting or paying for any shipment or similar act of Buyer. If this offer shall be deemed an acceptance of a prior offer by Seller, such acceptance is expressly conditioned on Seller's written assent to any additional or different terms contained herein.

2. **Warranty** - Seller expressly warrants that all materials and articles covered by this order or other description or specification furnished by Buyer will be in exact accordance with such order, description or specification and free from defects in material and/or workmanship, and merchantable. Such warranty shall survive any inspection, delivery, acceptance, or payment by Buyer of said materials or articles, and Buyer reserves the right to cancel this order, without liability to Seller, for breach of such warranty. Any deviations from this order or specifications furnished hereunder, or any other exceptions or alterations, must be approved in writing by Buyer.

   Returns – Material that does not conform to the purchase order is subject to return to the RAS supplier without penalty. RAS will initiate a credit request and corrective action as applicable and send it to the supplier. Supplier shall quarantine/disposition the material per their internal procedures and policies.

3. **Shipment** - Shipments shall be made in accordance with Buyer's shipping instructions which are subject to revision with respect to undelivered quantities. Buyer reserves the right to cancel all or any part of the undelivered portion of this order if Seller does not make deliveries as specified or if Seller breaches any of the terms hereof. Any unauthorized quantity is subject to rejection, and such goods will be held at Seller's risk and may be returned at Seller's expense. Seller shall advise Buyer immediately of any shortage or delay in shipment. Time is of the essence of this order.

   Portal Communication - Shipping locations shall submit the required information to the RAS portal for any shipments ready for shipment that day prior to 2pm pacific time. Portal information received after 2pm pacific time will be entered as shipped the following business day.

4. **Invoices & Shipping Documents** – RAS shipping packing list , C of C , mill test reports, invoice must be rendered to RAS not later than two days following submission to RAS Portal. Each package shall be numbered and labeled in accordance with end customers specific requirements on the purchase order or customer quality clauses. Records must be retained for a minimum of 9 years from the time of shipment. The supplier must notify RAS of disposal with amble time to retrieve the records as required. This applies to all records mentioned above.

Approved:

5. **Inspection** - Delivery shall not be deemed to be complete until, and goods will be received subject to, Buyer's inspection and acceptance at destination. The risk of loss or damage in transit shall be the responsibility of the Buyer.

   Non-Conforming Material – Non-conforming material rejected by the customer will be returned to the RAS supplier unless the supplier approves of a disposition of scrap. RAS supplier is responsible for control and quarantine of non-conforming material. The supplier will notify RAS immediately if they discover a shipment of non-conforming material has taken place. Included in this notification must be a containment plan, corrective action, and list of all affected orders. RAS will supply relevant information (including Corrective Action Requests) for the rejection. Communication with the customer will be handled through RAS. Excessive rejections may affect supplier's status as a RAS supplier.

   Specification Revision – All material supplied to RAS customers must be to the latest revision available to the marketplace at the time of order. Previous revisions require approval from the customer/RAS prior to shipment.

6. **Price** - Prices recorded in this order are not subject to change.

7. **Extra Charges** - No additional charges of any kind, including charges for boxing, burlapping, packing, cartage, storage, insurance or other extras will be allowed unless specifically agreed to in writing in advance by Buyer.

8. **Cancellation** - Buyer reserves the right to any time and from time to time without cause to cancel all or any part of the undelivered portion of this order by notice to Seller. In the event of such cancellation, Buyer shall not be liable to Seller for loss of anticipatory profits. The provisions of this paragraph shall not limit or affect Buyer's right to terminate this purchase order for default of Seller.

9. **Compliance with Applicable Law** - This order is placed by Buyer with the understanding, and, in accepting the same, Seller warrants that all applicable federal, state and local laws, regulations, rules and ordinances including those pertaining to noise, pollution and safety standards, will be complied with in connection with the manufacture and sale of the merchandise ordered hereby and the performance hereof. Seller further warrants that any equipment furnished pursuant to this order will meet existing federal and state noise, pollution and safety standards.

   Right of Entry – Right of Access shall be given to RAS (Reliance Aerospace Solutions) and when escorted by RAS their customers and regulatory authorities to all facilities involved in this order and all applicable quality records at all applicable levels of the supply chain affecting the subject material.

   Third Party Certification Status – The RAS supplier is obligated to notify RAS of any changes to their third party certification (ISO, AS) status including quality personnel. In the event that the certification has lapsed or has been removed, RAS reserves the right to cancel existing orders or place further controls on the supplier. It is the responsibility of the supplier to provide a current copy of the suppliers third party certification.

Approved:

10. **Acknowledgments-** Purchase orders received from RAS must be acknowledged to the RAS sales team confirming receipt and acceptance of the RAS purchase order within 5 business days. This acknowledgment shall include any changes or amendments to the requirements stated in the purchase order. Failure to acknowledge within 5 business days will be viewed as acceptance of the purchase order in its sent form.

11. **Preventing unapproved materials, suppliers, and counterfeit parts-** Purchase orders received from RAS shall be subject to the supplier's internal process to prevent unapproved/counterfeit materials. No suspect material is to be shipped to a RAS customer without the RAS customer's approval. This includes unapproved suppliers for material specification requirements.

12. **OTD and Product Quality Requirements-**The RAS supplier is required to make every effort to supply material on time and defect free. Scheduling conflicts or product quality issues must be communicated to RAS in a timely manner. The RAS OTD and Quality supplier requirements are as follows:

OTD: 95% or better
Quality: 95% or better

Performance not meeting the above requirements may result in corrective action, or other actions up to and including removal from approved supplier listing.

13. **Ethics and code of conduct:** All RAS material suppliers within the Reliance Family of companies must adhere to the Reliance code of conduct. The current code of conduct can be found on Reliance Roots. Suppliers outside the Family of Companies shall adhere to conduct that is ethical, lawful, and incompliance with standard business norms for ethical activities.

Approved: