

# Legacy Industries Terms and Conditions of Purchase Order

These Conditions of Purchase are applicable to the purchase of products, goods and /or services (hereinafter referred to as "Deliverables") by Legacy Industries. Supplier agrees to the following Terms and Conditions:

1. **Acceptance.** The Purchase Order to which these Conditions of Purchase are attached and/or incorporated by reference, is an offer to purchase the Deliverables from Seller on the terms set out in the Purchase Order and in these Conditions of Purchase, and shall become a binding agreement and shall be deemed accepted upon acknowledgment of receipt of this Purchase Order or the commencement of performance by the Seller in any manner consistent with the Purchase Order or by any shipment to Legacy Industries of Deliverables described on the face of the Purchase Order, whichever occurs first. In the event of any inconsistency or conflict between the terms set out on the face of the Purchase Order and these Conditions of Purchase, the terms set out on the face of the Purchase Order shall prevail. This Purchase Order together with any specifications, drawings or other written instructions issued hereunder contains the complete and final agreement between Legacy Industries and Seller and all prior negotiations, quotations, proposals, and writings pertaining to this Purchase Order are superseded hereby. Any different or additional terms or conditions in any Seller quotation, proposal, acknowledgment, commencement, invoice or other document or communication issued by Seller shall constitute a counteroffer and no contract shall exist unless accepted in writing by Legacy Industries; provided, however, that in the event that Seller has commenced performance, such different or additional terms or conditions shall be void and of no effect, and these Conditions of Purchase and the Purchase Order shall prevail. Any reference in the Purchase Order to Seller's quotation or proposal is for the purpose of reference to the technical specifications or information contained therein, and shall not incorporate by reference any different or additional terms or conditions of Seller that may be contained and/or referenced therein. In the event of any ambiguities, express conflicts or discrepancies in the specifications, drawings or other documents which are a part of this Purchase Order, Seller shall immediately submit the matter to Legacy Industries for its determination and shall comply with the determination of Legacy Industries in such matter. Seller shall comply with ITAR, EARS, FAR, and DFARS requirements as necessary and certifies that it is in compliance, and will comply, with all applicable laws, rules and regulations. Supplier shall not furnish Counterfeit goods to buyer. Seller warrants that it has purchased components or materials directly from the Original Equipment Manufacturer (OEM), or and OEM authorized distributor. Seller acknowledges and accepts full and sole responsibility to maintain an environment, health and safety management system ("EMS") appropriate for its business throughout the performance of this contract. Buyer expects that Seller's EMS will promote health and safety, environmental stewardship, and pollution prevention by appropriate source reduction strategies. Seller shall not deliver Goods that contain any asbestos mineral fibers. Acceptance of this Purchase Order, shipment of any part or provision of any

service will constitute an agreement between the Seller and Legacy, to all of Legacy's specifications, terms, delivery, and prices.

2. **Changes.** Legacy Industries may at any time, by written notice, make changes in drawings, specifications, descriptions, shipping instructions, quantities and or delivery schedules. Should any change increase or decrease the cost of any Deliverables, Seller shall immediately notify Legacy Industries providing details and Legacy Industries shall make an equitable adjustment in the purchase price. No change to the Purchase Order shall be valid unless agreed in writing by an authorized representative of Legacy Industries. If due to design changes Legacy Industries requests additional or alternate components similar to the Deliverables herein, any such additional or alternate order shall be in accordance with the same pricing structure and terms as contained herein. The Seller shall notify in writing of any goods or services that do not meet specifications and must obtain approval from Legacy for disposition of any nonconforming product or service. Legacy will reject goods that are not manufactured in accordance with specifications. The Seller shall provide notification of changes in product and/or process, changes of suppliers, changes of manufacturing facility location and, where required, obtain approval.
3. **Delivery.** Time is of the essence for performance under this Purchase Order. Delivery of Deliverables in accordance with delivery dates specified on the face of this Purchase Order is critical to the ability of Legacy Industries to meet its contractual obligations to its customer. Seller shall work the necessary hours with sufficient facilities and manpower to ensure that Deliverables are delivered on the date or dates specified by Legacy Industries. In addition, if Seller fails to meet the delivery dates as specified by Legacy Industries other than by reason of Excusable Delay (as defined herein), Legacy Industries may, without limiting or affecting its other rights or remedies available hereunder or at law or in equity, direct expedited shipment and/or incur premium freight or transportation costs, and Seller shall pay upon demand all excess costs incurred thereby, including additional handling charges and other expenses (whether related or not) resulting therefrom. Seller shall be responsible for all other direct, consequential, and incidental damages incurred by Legacy Industries as a result of Seller's failure to meet the delivery dates, other than by reason of an Excusable Delay, including without limitation the reimbursement of any costs, penalties, and damages owed by Legacy Industries to its customer for late delivery or other performance, and the cost of obtaining replacement deliverables from an alternate source. Legacy Industries actions in obtaining substitute or replacement deliverables shall not limit its rights and remedies available hereunder or at law or in equity.
4. **Excusable Delay.** Force Majeure. Neither party shall be responsible for the delay in performance of its work where such delay is due to act of God, public enemy, compliance with laws, governmental acts or regulations, fire, act of civil or military authority, Governmental priority, flood, epidemic, war, riot, or other causes substantially similar to the foregoing beyond its reasonable control ("Excusable Delay"). Immediately upon the date the Seller first knows, or acting reasonably should have known, of the circumstances giving rise to an Excusable Delay, the Seller shall provide written notice requesting a schedule adjustment. The notice shall include complete details supporting

the claim and all reasonable alternative courses of action in the case of any continued delay. Failure to provide timely notice shall be cause for Legacy Industries to refuse to make a schedule adjustment for a belated notification. If any Excusable Delay lasts longer than thirty (30) days, Legacy Industries may in its sole discretion terminate the Purchase Order without liability.

5. **Inspection of the Work.** Legacy Industries and its customer shall be entitled to inspect the Deliverables in manufacture at all reasonable times to ensure compliance with Legacy Industries Supplier Quality Manual, the specifications and delivery Legacy Industries schedule. Seller shall provide suitable facilities and support to accommodate such inspections. Any inspection of the Deliverables prior to delivery and operational acceptance testing shall not be deemed acceptance of any non-conformance to the specifications or Legacy Industries Global Supplier Quality Manual. The Seller shall furnish documents of Compliance, Inspections, and Certifications where necessary. Legacy, and their Customers, and the applicable regulatory authorities shall have the right of access to applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records. Inspections and verification records shall be retained as required by contract or for a minimum of seven (7) years. Legacy may perform verification activities at the Seller's premises as part of ensuring that purchased product meets specified purchase requirements.
6. **Liability and Responsibility.** By accepting this Purchase Order, you agree to the Terms and Conditions which define our respective liabilities and responsibilities. According to these terms, you are not liable for any errors or defects caused by our faulty designs or material specifications. However, you are liable for any errors or defects resulting from your own gross negligence. This includes remaking the parts to meet our approved specifications or providing a full refund of the service cost, including the cost of materials provided by Legacy.
7. **Shipments.** All Deliverables are to be suitably prepared for shipment and must be packed and shipped in accordance with the governing classification and tariffs applicable thereto, and in accordance with Legacy Industries packaging instructions, if any. All Deliverables shall be packaged in a manner sufficient to ensure delivery in an undamaged condition. Seller shall be responsible for costs or damages incurred by Legacy Industries as a result of or caused by improper packaging. All shipments and packages shall include a packing slip listing the Deliverables, quantities, Legacy Industries part numbers (if any), Purchase Order number, shipping location name and receiving department number. Any materials or substances considered hazardous or toxic shall be delivered in appropriate containers / packaging with the required warning labels clearly visible and the respective Material Safety Data Sheets accompanying the delivery, in compliance with all applicable laws. Seller shall notify Legacy Industries by facsimile or electronic transmission seven (7) days prior to expected shipment. On the day of shipment, Seller shall confirm shipment by facsimile or electronic transmission notification that shall include: the carrier's name, the waybill number, number of pieces, estimated weight (by piece and total), progressive bill number, destination, and estimated date of delivery. Unless otherwise indicated on the Purchase Order, delivery will be made to Legacy pre-determined shipping location. Material delivered without

proper containment, packaging, labeling and documentation may be returned to Seller at Seller's expense. If the Deliverables are not shipped in accordance with Legacy Industries specifications and/or Legacy Industries packaging instructions, Seller shall pay or reimburse Legacy Industries for the any and all excess and additional costs occasioned thereby. The Seller shall ensure adequate resources and that persons are aware of their contribution to product or service conformity their contribution to product safety and the importance of ethical behavior. The Seller shall ensure that product is free of FOD prior to shipping. The Seller shall exercise due diligence for ensuring that the product is transported in such manner as to prevent damage or delay in delivery and notification must be made in advance for any anticipated delays in meeting delivery requirements specified in the purchasing documents.

8. **Certificates of Origin.** Upon request, Seller shall promptly furnish to Legacy Industries all certificates of origin or domestic value-added and all other information relating to the costs and places of origin of the Deliverables and the materials and components contained therein or used in the performance thereof, as may be required by Legacy Industries to comply fully with all customs, tariffs and other applicable governmental regulations. Seller shall comply with all such regulations. Seller shall indemnify and hold Legacy Industries its subsidiaries and affiliates, their respective successors, assigns, representatives, employees and agents, and customers harmless from and against all liabilities, demands, claims, losses, costs, damages and expenses of any nature or kind (including fines and penalties) arising from or as a result of: (i) Seller's delay in furnishing such certificates or other information to Legacy Industries; (ii) any errors or omissions contained in such certificates; and (iii) any non compliance by Seller with such regulations.

9. **Tariffs, Duties, and Import/Export Costs**

In the event of any increases in tariffs, duties, or other import/export-related costs that affect the cost of goods, Legacy Industries shall not be held responsible if such charges were not disclosed at the time of quote and/or order confirmation, along with supporting documentation. The Supplier shall be solely responsible for all tariffs, duties, and other import/export-related costs associated with the purchase of goods or services under this agreement.

10. **Security Interest.** Title and Risk of Loss. In the event progress payments or advances will be made, Seller hereby grants Legacy Industries a security interest in the Deliverables as well as any and all components, inventory, and raw materials, whether now existing or hereafter arising, and any replacements, improvements, substitutions, attachments, and accessions thereto or thereon purchased by Seller with progress payments or advances made by Legacy Industries and to be used by Seller in manufacturing the Deliverables. Seller agrees to execute and deliver all documents requested by Legacy Industries to protect and maintain Legacy Industries' security interest. Title and risk of loss or damage to the Deliverables shall pass to Legacy Industries upon delivery to the specified destination. Seller warrants that upon delivery Legacy Industries shall acquire good and clear title, free and clear of all liens, encumbrances and security interests. To the maximum extent permitted by the applicable law, Seller waives any lien or other rights that Seller might otherwise have on

or in any of Legacy Industries' or Legacy Industries' customer's property, and agrees that neither Seller, nor any of its subcontractors or suppliers, or their respective employees, will assert any interest in or make any filings including any construction or mechanic's liens or other filings in respect of any part of the Deliverables, the facility into and the land on to which the Deliverables are to be located. All drawings, specifications, manuals, models, software and all other data prepared in conjunction with this Purchase Order shall be deemed to be works for hire and shall belong exclusively to Legacy Industries. If by operation of law any of the foregoing material is not work made for hire, then Seller agrees to assign, and hereby assigns, to Legacy Industries the ownership of such material including all copyrights thereto.

11. **Warranty.** Seller warrants that the Deliverables delivered hereunder are new, free from defects in design (except to the extent the design was supplied to Seller by Legacy Industries), materials and manufacture, and conform to the specifications. In addition, Seller warrants that the Deliverables delivered will function in accordance with the specifications published or provided to Legacy Industries by Seller's representative for the term of the warranty period. The parties agree the warranty period shall be not less than twenty-four (24) months from the later of: (a) the date the Deliverables are delivered by Seller to Legacy Industries or, if so directed by Legacy Industries, to Legacy Industries' customer; and (b) the date the Deliverables are put into production by Legacy Industries or its customer, alone or as part of another machine or product. Upon notification from Legacy Industries in the form of a non-conformance report ("NCR"), Seller shall immediately repair or replace defective or non conforming deliverables in accordance with Legacy Industries' Supplier Quality Manual at Seller's expense during the warranty period. Upon receipt of an NCR, Seller shall, at the discretion of Legacy Industries acting reasonably, immediately pay to Legacy Industries an amount as reasonably determined by Legacy Industries representing Legacy Industries' costs arising from the defect or non-conformance including without limitation all labor and other expense incurred to identify the defect or non-conformity and any down time caused thereby. If Legacy Industries determines that the Seller is unable to repair or replace the defective or non-conforming Deliverable within the time Legacy Industries requires to meet its obligations to its customer, Legacy Industries shall at its sole discretion and option: (i) proceed with correction of the defect or non conformance and charge all resulting costs to Seller (including without limitation all labor and other expense incurred to identify and correct the defect or non-conformity (plus reasonable overhead and profit on such costs) and any down time caused thereby); or (ii) return to Seller at Seller's expense the defective Deliverables and any other Deliverables associated with the defective Deliverables supplied by Seller, for full refunds of the purchase price paid for such Deliverables and all resulting costs incurred by Legacy Industries including without limitation all labor and other expense incurred to identify and attempt to correct the defect or non-conformity (plus reasonable overhead and profit on such costs) and any down time caused thereby. Legacy Industries' action to effect cure of any defect or non-conformity shall not relieve Seller of any of its warranty obligations hereunder. The foregoing shall not be in limitation of any rights that Legacy Industries may have at law or in equity by reason of any breach of warranty, expressed or implied,

or otherwise. Such warranty shall be in addition to any warranties of additional scope given to Legacy Industries by Seller.

11. **Service and Replacement Parts.** Seller guarantees the availability of all necessary parts for the Deliverables for a period of ten (10) years following the warranty period.
12. **Indemnity.** Seller shall indemnify and hold Legacy Industries and its customer, and their respective representatives, employees, agents, customers, invitees, subsidiaries, affiliates, successors and assigns, harmless from and against all liabilities, claims, demands, losses, costs, damages and expenses of any nature or kind (including consequential and special damages, personal injury, property damages, lost profits, recall or other Legacy Industries' customer's field service action costs, production interruption costs, inspection, handling and reworking charges, professional and other legal fees, and other costs associated with Legacy Industries' administrative time, labor and materials) arising from or as a result of: (i) any breach of Seller's warranties hereunder; and (ii) any other acts or omissions or negligence of Seller or any of its subcontractors or suppliers in connection with Seller's performance of its obligations under this Purchase Order. No limitations on Legacy Industries' rights or remedies in any Seller's documents shall operate to reduce or exclude such indemnification.
13. **Insurance.** Seller must maintain the following insurance coverages for the duration of its performance obligations under the Purchase Order, written on an occurrence basis and underwritten by insurers with a minimum rating of A- VII by A.M. Best: a) Commercial auto liability with a limit of liability not less than \$1 million per occurrence combined single limit for bodily injury and property damage of \$1 million, including owned, on-owned and hired automobiles; b) Commercial general liability with a limit of liability not less than \$1 million per occurrence combined single limit, including coverage for operations, completed operations, and products liability, with a \$2 million aggregate; c) Workers' compensation with statutory limits and Employer's Liability coverage with limits of at least \$1 million; d) Umbrella or excess liability insurance with a limit of liability not less than \$3 million per occurrence.
14. **Intellectual Property Rights.** Seller shall own the intellectual property rights in any Deliverable that: (i) is offered for sale by Seller to third parties in addition to Legacy Industries; and (ii) is not modified or customized by Seller in any manner for Legacy Industries in order to fulfill its obligations under the Purchase Order, (each such Deliverable a "Seller Standard Product"). Other than for Seller Standard Products, Seller shall specify by prior written notice to Legacy Industries any and all pre-existing intellectual property of Seller or third parties developed or acquired prior to the date of the Purchase Order by Seller or third parties which are or are to be incorporated into, used in the design or manufacture of, or would otherwise affect the Deliverables (collectively, along with the intellectual property rights in Seller Standard Products, "Seller Intellectual Property"). Seller grants Legacy Industries' and Legacy Industries customer a fully paid-up, worldwide, perpetual, non-exclusive, transferable, royalty-free and unlimited license (with the right to sublicense) and right to use all Seller Intellectual Property. Legacy Industries and Legacy Industries' customer are also entitled to make subsequent changes to the Deliverables. Other than Seller Intellectual Property, Legacy Industries shall be entitled to full ownership of all data, information, inventions, or

discoveries, whether patented or unpatented, conceived or first actually reduced to practice in the performance of this Purchase Order. Seller hereby assigns and agrees to assign to Legacy Industries any innovations, inventions, drawings or specifications conceived and/or reduced to practice in the course of or performance of this Purchase Order and Seller also assigns and agrees to assign to Legacy Industries all intellectual property rights thereto, including any trade secrets and patents and copyrights issuing thereon. Seller further agrees to provide reasonable assistance to Legacy Industries, at Legacy Industries' expense, for securing all such intellectual property rights. Seller agrees to promptly disclose any such data, information, invention or discovery to Legacy Industries. Except where the design of the item is provided by Legacy Industries, Seller agrees to defend at Seller's expense, and indemnify and hold Legacy Industries and Legacy Industries' customer harmless from all demands, suits, actions or proceedings against Legacy Industries or any of Legacy Industries' customers for actual or alleged infringement of any intellectual property right (including but not limited to patent or copyright) resulting from the use or sale of the Deliverables delivered under the Purchase Order. Seller further agrees to pay and discharge any and all judgments or decrees (or any amount in settlement or compromise thereof) which may be rendered in any such suit, action or proceeding against Legacy Industries or Legacy Industries' customers. If the use of a Deliverable or an Legacy Industries product or any part thereof is or is likely to be enjoined as a result of such demand, suit, action or proceeding, Seller, at no expense to Legacy Industries or Legacy Industries' customer, shall obtain for Legacy Industries and/or Legacy Industries' customer the right to use or sell the Deliverable and/or

Legacy Industries product so enjoined or effect another remedy satisfactory to Legacy Industries to permit Legacy Industries or Legacy Industries' customer to sell and/or use operate, modify and maintain the Deliverable and/or the Legacy Industries product without restriction.

- 15. Termination for Default.** Without prejudice to any other rights or remedies which Legacy Industries may have, Legacy Industries may terminate the Purchase Order, in whole or in part, effective immediately and/or cancel further performance by Seller with or without notice to Seller in the event that any of the following occur: (a) the Seller fails to perform any of its obligations under or is in default of any provision or requirement of this Purchase Order (collectively, a "Default") and fails to cure the default within ten (10) business days of written notice of the Default from Legacy Industries; (b) the Seller is adjudged bankrupt or insolvent; (c) the Seller becomes subject to bankruptcy or insolvency proceedings pursuant to the laws of any jurisdiction; (d) the Seller makes a general assignment for the benefit of creditors; (e) if a receiver is appointed on account of Seller's insolvency, (f) Seller's inability to promptly provide Legacy Industries with adequate and reasonable assurance of Seller's financial capability to perform timely any of Seller's obligations under the Purchase Order, or (g) in the event of a change in control of Seller (where any sale or exchange of a sufficient number of shares of Seller, or any affiliate that controls Seller, effects a change in management of Seller). In addition, thereto, Legacy Industries reserves the right, without liability, to cancel this Purchase Order in whole or in part by written notice effective when delivered to the

Seller if; (i) the Deliverables are not delivered on the specified date or if in the judgment of Legacy Industries, Seller will be unable to deliver Deliverables on the specified delivery date; or (ii) the Deliverables supplied by Seller are not in conformance with the specifications. In the event of partial cancellation, the rights and obligations of Legacy Industries and Seller with respect to the Deliverables not cancelled shall continue. In the event of default by the Seller, Legacy Industries shall have the right to terminate this Purchase Order without further liability for Deliverables not delivered to Legacy Industries. Seller shall indemnify and hold harmless Legacy Industries and its customer from all costs, losses and claims resulting from Seller's default, including reasonable attorneys' fees.

16. **Termination for Convenience and Cancellation.** Legacy Industries may at any time upon written notification to Seller, terminate this Purchase Order, in whole or in part, with respect to undelivered Deliverables on this Purchase Order without further liability other than to pay for those Deliverables that have already been delivered. For Deliverables specifically identified on the face of the Purchase Order as custom, Legacy Industries shall pay the Seller the proportionate value of the purchase price for those Deliverables completed at the time of termination, upon delivery of those Deliverables to Legacy Industries. For such custom Deliverables cancelled before being completed, Legacy Industries shall be liable to Seller for (1) Seller's cost of material or work in progress, as shown on Seller's books that cannot be returned to Seller's suppliers or subcontractors for credit, and (2) any cancellation or other costs owed by Seller to its suppliers as a result of cancellation of the custom Deliverables, but in no event shall Legacy Industries' liability for cancellation exceed the purchase price. Seller's standard products available by catalogue or other published material including website shall in no event be considered custom. In addition to the foregoing, Legacy Industries shall have the right to return to Seller for full refund without restocking or cancellation fees, any non-custom Deliverables which have been delivered to Legacy Industries and which Legacy Industries determines are no longer required by Legacy Industries.
17. **Purchase Price and Invoices.** The purchase price identified in the Purchase Order is not subject to increase for any reason or cause unless specifically agreed to by Legacy Industries pursuant to Section 2 of these Conditions of Purchase. Seller warrants that the purchase price for the Deliverables is, and shall remain, not less favorable to Legacy Industries than the prices currently extended to any other customer of Seller for the same or substantially similar deliverables in the same or substantially similar quantities and delivery requirements. Seller warrants that the prices in this Purchase Order shall be complete, and no surcharges, premiums or other additional charges of any type shall be added, without Legacy Industries' prior written consent. Upon delivery of the Deliverables specified on the face of the Purchase Order, Seller shall submit proper invoices to the attention of Legacy Industries Accounts Payable. All invoices must include the Purchase Order number, ship to address, Seller's name, Seller's Tax ID number or any other applicable tax account registration number, item description, delivery date and remittance instructions. Failure to submit proper invoices may result in payment delays. Legacy Industries shall make payment net sixty (60) days from receipt of valid Seller invoices. Legacy Industries may withhold payment in whole or in part if



Seller's invoice is incorrect, does not conform to Legacy Industries' invoicing instructions, or if either the progress relating to the Deliverables or parts thereof, as stipulated in Seller's invoice, has not been achieved. All contractors must utilize Timesheet mobile or other approved time tracking software. They are required to clock in and out using the associated app. Verbal communication of contractors' time will not be accepted or compensated. Legacy Industries shall be entitled to set off any amount owing from Seller or Seller's affiliated companies to Legacy Industries against any amount payable under this Purchase Order.

18. **Material Furnished or Paid for by Legacy Industries.** All jigs, fixtures, gauges, patterns, tools, dies, molds, materials, designs, or equipment supplied to Seller by Legacy Industries or otherwise paid for by Legacy Industries or developed as a result of the performance under the Purchase Order (collectively, "Legacy Industries Property") are the exclusive property of Legacy Industries and Seller acquires no rights in such Legacy Industries Property. All Legacy Industries Property shall: (1) be used by Seller exclusively for Legacy Industries orders; (2) be clearly marked as Legacy Industries Property and segregated from Seller property when not in use; (3) be properly maintained and kept in good working order by Seller (reasonable wear and tear from ordinary use excepted); (4) be insured by Seller and kept free of liens, claims, security interests or other encumbrances; and (5) be promptly returned to Legacy Industries upon demand or termination or expiration of this Agreement. Seller shall not remove from the Seller's facility or dispose of any Legacy Industries Property without the prior written consent of Legacy Industries. Seller and its employees and subcontractors will execute whatever documents and take any other actions reasonably required to perfect and confirm Legacy Industries' sole rights and interest in the Legacy Industries Property.
19. **Assignment and Subcontracting.** Seller shall notify Legacy in the use of sub-suppliers. Seller shall not assign this Purchase Order or any right or obligation bestowed or imposed herein without the express prior written consent of Legacy Industries. It is recognized that Seller may need to subcontract portions of the work. Legacy Industries reserves the right to prior approve such allocations of work and the selection of subcontractors, if stated on the face of the Purchase Order. Seller shall not use a subcontractor if Legacy Industries has a reasonable basis for objecting to such subcontractor. When subcontracting, Boeing's Quality Operating Requirements D6-56202, Non-Destructive Examination (NDE) and any other applicable specifications apply.
20. **Confidentiality.** The parties acknowledge having entered into a Non-Disclosure Agreement (the "NDA"), prior to or concurrently with the issuance by Legacy Industries to Seller of this Purchase Order. The NDA remains in full force and effect, and the terms and conditions of the NDA are incorporated herein by reference, and supersede the terms hereof, such that if there is a conflict between the terms and conditions of the NDA and these Conditions of Purchase, then the terms and conditions of the NDA will govern. Seller also acknowledges and agrees that the terms of the Purchase Order, the work being performed, the Deliverables being supplied and Seller's relationship with Legacy Industries and Legacy Industries' customer shall be treated as Confidential Information as defined in the NDA. In the absence of an NDA, Seller agrees to keep

confidential and maintain the confidentiality of the confidential information of Legacy Industries and Legacy Industries' customer and other subcontractors, including the terms of the Purchase Order, the work being performed, the Deliverables being supplied and the relationship between Seller, Legacy Industries and Legacy Industries' customer. These Conditions of Purchase impose no obligation on Seller where such information (i) was known to Seller prior to receipt of the information on a non-confidential basis, (ii) is or becomes a matter of public knowledge or publicly available through no fault of Seller, (iii) is rightfully received by Seller on a non-confidential basis from a third party, (iv) is independently developed by Seller without use of or reference to information from Legacy Industries or Legacy Industries' customer or other subcontractors as established by the written records of Seller; or (v) is publicly disclosed by Seller with prior written approval of Legacy Industries. Seller agrees to protect the information in strictest confidence by using the same degree of care to prevent the unauthorized use, dissemination or publication of the information as Seller uses to protect its own confidential information, provided that in no case shall such standard of care be less than a reasonable degree of care. Seller may disclose such information only to those of Seller's employees who have a need to know such information provided that such employees are under obligations of confidentiality to maintain the confidentiality of such confidential information. Seller shall not use the confidential information of the Legacy Industries or Legacy Industries' customer or other subcontractors for any purpose other than as necessary to carry out the purposes of this Purchase Order.

21. **Remedies.** No Implied Waiver; Limitations of Liability. Unless expressly indicated otherwise, any right or remedy of Legacy Industries in these Conditions of Purchase shall not be exclusive, and, in addition thereto, Legacy Industries shall have all rights and remedies under applicable law, including, without limitation, injunctive and/or equitable relief. No waiver by Legacy Industries of anyone of its rights or remedies under this Purchase Order shall be construed as a waiver of any other rights or remedies nor a waiver of its rights for any succeeding breach of the same or any other provision. In no event whether as a result of breach of contract, tort, termination or otherwise, shall: (a) Legacy Industries be liable to Seller for anticipated profits, loss of opportunity, or for special, incidental or consequential damages; or (b) Legacy Industries' liability to Seller for any loss or damage arising out of, connected with, or resulting from the Purchase Order, or Legacy Industries' performance or breach of thereof exceed the monetary obligation ATS would have had to Seller in the absence of such breach, tort, termination or otherwise of the Purchase Order.
22. **Severability.** The invalidity of any provision of the Purchase Order or these Conditions of Purchase shall not affect the validity of the remaining provisions hereof. The invalid provision shall be amended or deleted and the remaining provisions shall remain in full force and effect.
23. **Compliance with Laws and Regulations.** Seller shall be responsible for complying with all applicable federal, provincial, state and/or local laws and regulations having jurisdiction over the work covered by this Purchase Order. Deliverables manufactured or supplied by Seller shall comply with the applicable Occupational Health and Safety Act, Environmental Protection Act and all other applicable federal, state or local laws, rules,

regulations, codes, ordinances, directives, policies and orders. Seller shall provide all Deliverables in a professional manner, in compliance with the highest industry standards and with care, skill and diligence. Seller shall indemnify Legacy Industries and Legacy Industries' customer against any damages for non-compliance with this requirement.

24. **Relationship of the Parties.** Seller and Legacy Industries are independent contracting parties and nothing in this Purchase Order shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does this Purchase Order grant either party any authority to assume or create any obligation on behalf or in the name of the other. None of the persons engaged by Seller in the performance of its obligations under this Purchase Order shall be considered as employees of Legacy Industries.

25. **Governing Law and Disputes.** This Purchase Order shall be governed by the laws of jurisdiction in which the principal place of business of the Legacy Industries entity issuing the Purchase Order is located, and Seller and Legacy Industries hereby submit to the exclusive jurisdiction of the Courts of said jurisdiction for resolution of disputes arising in connection with this Purchase Order. The provisions of the United Nations Convention On Contracts For The International Sale Of Goods shall not apply to the Purchase Order or the rights and obligations of the Seller and Legacy Industries under the Purchase Order.

26. **Survival Beyond Completion.** The terms, provisions, representations, and warranties contained in these Conditions of Purchase that by their sense and context are intended to survive the performance thereof by either party or both parties hereunder (including but not limited to confidentiality, indemnification, disclaimers, representations, and warranties) shall survive the completion of performance, expiration or termination of this Purchase Order.