

Attachment 1

Cox and Company

PURCHASE ORDER TERMS AND CONDITIONS

1. **Definitions:** The term "Government" means the government of the United States of America or any department or agency thereof. The word "articles" means the goods, products, materials, supplies, parts, assemblies, technical data, intellectual property, drawings, services or other items covered by this purchase order. The term "Buyer" shall be defined as an authorized Purchasing Agent for Cox and Company
2. **Acceptance of Order:** This order is the exclusive agreement between the parties. Seller has read and understands this contract and agrees that acceptance is strictly limited to the terms set forth in the order. Any of the following shall constitute Seller's unqualified acceptance of this order: (i) written acknowledgment; (ii) furnishing of any supplies; (iii) receipt and retention for 5 days or more of any payment; or (iv) commencement of performance under this order. Buyer shall not be bound by and rejects any provision, terms or condition whatsoever which is different from or in addition to this order, whether or not such provision, term or condition would materially alter this order. Thus any additional or different provisions, terms or conditions proposed by Seller are void and of no effect unless accepted in writing by Buyer's Authorized Representative. No change in, modification of or revision to this order shall be valid unless in writing and signed by Buyer's Authorized Representative. By acceptance of this order, Seller agrees to obtain and use the proper issue of all documents referred to herein and required for performance hereunder. Payment will not be deemed acceptance of products or services, and such products or services will be subject to inspection, test, acceptance or rejection. Buyer may return non-conforming products to Supplier at Supplier's expense.
3. **Use of Buyer's Data:** Seller shall not reproduce, use or disclose any data, designs or other information belonging to or supplied by Buyer, except as necessary in the performance of orders for Buyer. Upon Buyer's request, such data, designs, or other information, and any copies thereof, shall be returned. Where Buyer's data, designs, or other information are furnished to Seller's supplier for procurement of supplies for Seller for use in the performance of Buyer's order, Seller shall insert the substance of this provision in its subcontracts or purchase orders issued in furtherance of this order.
4. **Taxes:** The prices stated herein include all applicable federal, state and local taxes and duties, except state and local sales and use taxes which by statute may be passed on to Buyer. Such sales and use taxes shall be separately stated on Seller's invoice and Buyer agrees either to pay such amounts or furnish Seller with evidence sufficient to sustain an exemption therefrom. In the event it is ever determined that any taxes included in the prices herein are not required to be paid, Seller agrees to notify Buyer and, for taxes paid, to make prompt application for the refund thereof, to take all proper steps necessary to obtain same, and when received to remit same to Buyer or, if not remitted, to decrease the contract price accordingly.
5. **Cash Discount and Payment:** As used herein, the "cash discount date" is the date on which the cash discount period will start. The cash discount date will be the date the Articles are received or services are furnished, the date of required delivery as stated in the purchase order, or the date Buyer receives an accurate invoice conforming to the instruction stated herein, whichever is latest. Payment of Seller's invoice is subject to adjustment for any shortage, for rejection, or for deduction of damages resulting from any breach of contract by Seller. Individual invoices must be issued for each shipment made against this order. Unless freight and other charges are itemized, discount will be taken on full amount of the invoice.
6. **General Warranty:** Seller expressly warrants that all of the supplies furnished under this order will be merchantable, free from defects in design, material and workmanship, and will conform to applicable specifications, drawings, samples or other descriptions given, and shall where design is Seller's responsibility be free from defects in design and fit for the intended purpose. These warranties shall survive acceptance and payment and shall run to Buyer and the Customers, Users, and Purchasers of the supplies ordered herein, and shall not be deemed to be exclusive, it being agreed that all warranties implied by law and all other legal remedies apply herein with full force and effect. If the supplies delivered do not meet the warranties specified herein, the Seller will promptly, at Buyer's election, refund the purchase price or, at no cost to Buyer, correct any defect by repair or replacement as Buyer directs. Seller shall pay all freight and transportation charges. Buyer's approval of the Seller's design or material does not relieve the Seller of the warranties set forth in this clause or at law, nor will waiver by Buyer of any drawings or specifications or other requirement for one or more pieces of supplies constitute a waiver of any such requirement for the remaining supplies to be delivered hereunder unless so stated in writing by a Buyer's Authorized Representative. The provisions of this clause do not limit or affect the rights of Buyer under the "Supplier Product Assurance Provisions" (SPAP-1).
7. **Packaging and Shipping:** Deliveries shall be made as specified without charge for the boxing, crating, carting or storage unless otherwise specified, and Articles shall be suitably packed to secure lowest transportation costs, and in accordance with the requirements of common carriers, and in such manner as to assure against damage from weather or transportation. Articles shall be described on bills of lading in accordance with current Motor Freight and Uniform Freight Classification, whichever is applicable. Buyer's order numbers and symbols must be plainly marked on all invoices, packages, bills of lading and shipping orders. Packing lists shall accompany each box or package shipment. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists. Shipments for two or more destinations when so directed by Buyer shall be shipped in separate boxes or containers for each destination, at no extra charge. Except as consented to by Buyer, Seller shall not ship more than ten (10) days in advance of schedule and shall ship exact quantities ordered.
8. **Quality Control and Inspection: Quality System:** Seller shall provide and maintain a quality control system acceptable to Buyer. Seller's quality control inspection system, and manufacturing processes are subject to review, verification and analysis by Buyer and Buyer's Customer. **Minimum Inspection System** The items and/or service delivered on this procedure order shall be controlled by the supplier/manufacturer/distributor under a Quality Control inspection system sufficiently adequate to verify that the material or service furnished meet all the requirements of this purchase order **Right of Entry** as applicable to this order, Sellers quality control inspection system, equipment, records, material, quality of work facilities and manufacturing processes shall be subject to inspection review, verification and analysis by Buyer, Buyer's Customer, authorized Government Representative, and Regulatory Agencies including the Federal Aviation Administration (If non-domestic equivalent government agency) at any place. **Source Inspection:** Buyer, at any time prior to delivery and at no additional expenses, can require Source Inspection or Acceptance at Seller's place(s) of performance. All supplies or samples, including without limitation raw materials, components, parts and intermediate assemblies may be subjected to: (i) 100% or sample inspection or verification of testing during the period of manufacture; (ii) 100% or sample inspection or verification prior to shipment; and (iii) final inspection and acceptance at destination, notwithstanding any prior payment or inspection and acceptance. Such inspection and verification rights shall extend to Buyer's Customer, and to the Government if this is a Government contract. If any inspection or test is made on the premises of Seller or its lower-tier suppliers, Seller shall, at no additional charge to Buyer, provide and shall require its lower-tier suppliers to provide all reasonable facilities and assistance for the safety and convenience of Buyer's and Buyer's Customers in the performance of their duties. Interim or in process inspection or test by

Buyer or Buyer's Customer does not relieve Seller of responsibility for defects or for other failure to meet Contract requirements. Any inspection, test or other evaluation by Buyer, Buyer's Customer or the Government shall not in any manner destroy, qualify or affect any of Seller's express or implied warranties. Additional quality control/inspection requirements may apply as set forth in this order.

9. **Default and Delay:** Buyer's performance schedules are based upon Seller's agreement that delivery of acceptable supplies will be made to Buyer on or before the dates specified in this Order. Time is of the essence of this order. If any anticipated or actual delays arise, Seller shall notify Buyer immediately of the delay and its cause(s). Notwithstanding such notification, if deliveries are not made at the time agreed upon, Buyer may notify seller in writing and inform him of the delinquency. Seller shall be given ten (10) working days to correct the delivery problem, Buyer reserves the right to cancel the order (on a noncancellation charge basis), in whole or in part, purchase elsewhere and hold Seller accountable for any additional costs Buyer may incur (including reprocurement) in the event that; Seller shall default in any other way in the performance of this order; Seller shall so fail to make progress in the performance of this order as to endanger its timely completion; Seller shall cease to conduct its operations in the normal course of business. In the event of cancellation for any of the foregoing causes, Seller shall immediately repay to Buyer any sums advanced Seller on account. Upon Buyer's written request Seller will deliver to Buyer, in the amount and to the extent requested (i) completed supplies; (ii) partially completed supplies, material, parts, components and subassemblies; and, (iii) jigs, dies, tools, fixtures, plans, drawings and contract rights (termination inventory) that Seller specifically acquired or produced for the canceled (terminated) portion of this order. Buyer will pay to Seller the order price for completed supplies delivered and accepted. The price for the balance of termination inventory delivered and accepted will be the lesser of: direct costs plus overhead and general and administrative expenses computed in accordance with the principles of FAR Part 31 of their reasonable market value. Buyer may withhold from payment any amount it considers necessary to protect it against anticipated additional costs it has incurred or will be caused to incur as a result of the cancellation. If after cancellation of this order, it is determined that Seller was not in default or that Buyer was not permitted to cancel this order, then the cancellation shall be deemed to have been issued pursuant to the clause 12 herein entitled Termination By Buyer and the rights and obligations of the parties hereto shall be governed by that clause.
10. **Responsibility For Property:** Unless otherwise provided, Seller shall be: (i) Liable for any loss or destruction or damage to Buyer furnished, Buyer Customer-furnished, or Government property furnished to Seller by the Government; Buyer's Customer, or Buyer; and (ii) Responsible for returning any such property in as good condition as when received, except for reasonable wear and tear or for its utilization in accordance with this order's provisions. Concerning such liability, Seller shall maintain liability insurance and direct damage insurance.
11. **Changes:** Buyer may at any time by written notice from Buyer's Authorized Representatives and without notice to sureties or assignees, make changes within the general scope of this order in any one or more of the following: (i) technical requirements and descriptions, statements of work, purchase descriptions, drawings, designs, or specification and the like; (ii) method of shipping, packaging, or packing; (iii) place of inspection, acceptance or point of delivery; (iv) delivery schedule; (v) reasonable adjustments in quantities; (vi) terms and conditions; and (vii) Buyer, Buyer's Customer or Government furnished property. Should any such change increase or decrease the cost of or the time required for performance of this order, an equitable adjustment may be requested by Seller or Buyer in the price or delivery schedule, or both. No request by Seller for upward adjustment will be valid unless fully documented and submitted to Buyer in a form acceptable to Buyer within twenty-five (25) calendar days from the date of such change, and include an estimate of charges for obsoleted and excessed

material or work in process, if any. In such event, the parties shall negotiate an equitable adjustment in price or time of performance or both which shall be incorporated by written amendment to the order. Should the parties be unable to negotiate the equitable adjustment in price or time of delivery, then the matter will be settled in accordance with the Disputes clause of this order. Notwithstanding disagreements as to the amount of any equitable adjustment in price or in time of delivery, Seller agrees to comply with the written change order and the instructions of Buyer with regard thereto. Failure of Seller to comply with Buyer's instructions concerning any such change (notwithstanding any dispute as to equitable adjustment or lack or absence of any bilateral amendment) shall be grounds for termination for default under Paragraph 9 hereof. All supplies shall be manufactured in accordance with this order, unless a written change is issued by Buyer in accordance with the above. Should any change cause, or result in obsoleted and excessed material or work in process, Buyer shall have the right to prescribe the manner of disposition of such property. No change order will be binding unless issued in writing by Buyer's Authorized Representative. If Seller considers that any Buyer conduct constituted a change to this order, Seller shall immediately notify Buyer in writing as to the nature of such conduct and its effect upon Seller's performance, pending written direction from Buyers Authorized Representative, Seller shall take no action to implement any such change. Nothing contained in this clause shall relieve Seller from proceeding without delay in the performance of this order as changed in writing. **Supplier Design Changes** Seller agrees not to make any change in material or design detail which would affect the material, part, or any component part thereof with regards to: (A) part number identification, and (B) physical or functional interchangeability, or reliability, and (C) maintenance, repair and overhaul procedures and processes and material which affect these procedures; without prior written notification and approval of the buyer and without revising the part number or revision level.

12. **Termination by Buyer:** Buyer may terminate work under this order, in whole or in part, at any time by providing written, facsimile or electronic mail notice to Seller from Buyer's Authorized Representative, whether or not there has been a termination of Buyer's contract by its customers. Upon termination of work under this order pursuant to the above paragraph, Seller will, as to the terminated portion of this order stop work immediately, notify its subcontractors forthwith to stop work and protect property in Seller's possession in which Buyer has or may acquire an interest. Except where such termination is effected under clause 9 above, Seller may claim reimbursement for (i) Seller's actual costs incurred up to and including the date of termination which are properly allocable to or apportionable under recognized accounting practices to the terminated portion of the order; if this order is identified as entered into in furtherance of a U.S. Government prime or subcontract, the recognized accounting practices are those set forth in the FAR as modified by appropriate agency, regulation; (ii) reasonable liabilities to subcontractors and supplies which are so allocable; and (iii) acceptable finished supplies not previously billed or paid for at the price provided in this order; provided, however, that Seller shall exclude from its claim any charge for interest or for any materials, work in process or finished supplies which Seller may be able to divert to other work. Further, such claim shall exclude any cost of design engineering or development or any cost for special tooling or special test equipment, unless specifically ordered by Buyer as a separate item of work separately priced, notwithstanding any provisions of Part 49 or Part 31 of FAR to the contrary. Except as noted above, Seller may also claim a reasonable profit on the work actually done and costs actually incurred by Seller prior to such termination, the rate of which shall not exceed the rate used in establishing the original contract price. The total of such claims, plus the price of the unperformed portion of this order, shall in no event exceed the canceled commitment value of this order or the price of this order, whichever is lower. Seller shall furnish to Buyer such documentation and cost and pricing information as Buyer shall request for the purpose of this clause. Seller agrees that its failure to submit such claim or claims within the applicable time period shall

constitute a waiver thereof unless an extension is granted in writing by Buyer's Authorized Representative. Prior to final settlement of any timely filed claim or claims, Seller may submit revisions to such claim or claims provided that such revisions to such claim or claims do not introduce different areas of costs or claim elements. If this order is identified as entered into in furtherance of a Government prime or subcontract and the termination was issued as a result of a Government termination for convenience, then the Seller's claim is subject to the review and approval of the Government, until such approval is received, Buyer shall have no obligation to pay such claim. Seller shall submit its termination claim not more than six (6) months after the date of the termination notice or after a cancellation under above has been determined to be unjustified. Seller shall deliver to Buyer, to the extent and in the manner directed by Buyer, fabricated and unfabricated parts, work in process, designs, completed work, supplies and other materials produced as a part of or acquired in connection with the termination portion of this order. Should a cancellation (termination) under Clause 9 above be held to have been unjustified, then the termination shall be held to have been made under this clause and Seller's recovery shall be limited to that permitted by this clause. In no event may any recovery include consequential damages or anticipated profits.

13. **Limited Shelf Life Materials:** With each delivery of materials on this Purchase Order that have a limited or specified shelf life, the Supplier shall furnish the following data:
- Cure or manufacture date,
 - Expiration date or shelf life,
 - Lot or batch number, and
 - When applicable, any special storage requirements and/or handling procedures.

The above information shall be marked on each container or certification and shall be in addition to normal identification requirements, such as material name, part or code number, drawing, specification number and revision, type, size and quantity and other markings as applicable. Upon shipment, shelf life remaining shall meet the minimum shelf life specified on the order. If no shelf is specified, 75 percent of the shelf life shall be remaining on products on this Order.

14. **Tooling, Material and Test Equipment:** Title to, and the right of immediate possession of, all tooling material, and test equipment furnished by Buyer to Seller shall remain in Buyer, except that title to such tooling, test equipment or material which is identified as Government property shall remain in the Government. Immediately upon receipt Seller assumes risk of and shall be responsible for any loss or damage to any Buyer or Government furnished material, tooling and test equipment. Buyer does not guarantee the accuracy of any tooling or test equipment or the quality or suitability of any material supplied by it or others. If tooling or test equipment is the property of the government, it shall be so identified. All such tooling ordered and such tooling or test equipment and material furnished by Buyer shall be used solely in the performance or work ordered by Buyer or the Government where the Government has received such rights from the Buyer. Such tooling and property shall be subject at all times to disposition as Buyer may direct and shall not be commingled with property belonging to Seller or others. Seller agrees to maintain inventory control of all such tooling and property and to furnish inventories thereof, if required by Buyer. In the event Seller is furnished Government owned property, Seller shall establish property control procedures in accordance with Government regulations for prime contractors. Seller shall insert the substance of this clause in its orders for procurement of supplies for use in the performance of this order.
15. **Patents, Copyrights and Trademarks:** The Seller shall hold and save Buyer, its subsidiaries, agents, customers and users, harmless of and from any and all loss damages or liability (including legal expense) for or on account of or resulting from any claim of infringement of any existing or future Letters, Patents, Copyrights or Trademarks or the like with respect to any of the Articles furnished

under this purchase order. The fact that Buyer furnishes specifications to Seller with respect to any of the Articles, shall neither relieve the Seller from its obligations hereunder nor limit the Seller's liability therefore, nor shall the same be deemed to constitute an undertaking by Buyer to hold Seller harmless against any such claim which arises out of compliance with the specification.

16. **Compliance with Laws and Government Export Control:** Seller shall in the performance of the contract comply with all applicable laws, executive orders, regulations, ordinances, proclamations, demands and regulations of the Government, or of any state or local Government authority which may now or hereafter govern performance hereunder. Without limiting the generality of the foregoing, Seller's in accepting the generality of the foregoing, Seller in accepting this order, represents that the goods to be furnished or the services to be rendered hereunder were or will be produced or performed in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of all valid and applicable regulations and orders of the Administrator of Wage and Hour Division issued under Section 14 thereof. Seller certifies that with respect to the production of Articles and/or the performance of services covered by this order, it has complied with applicable provisions of the Fair Labor Standards Act of 1938, as amended. If Buyer provides (or has provided) to Seller articles/technical data, identified as subject to U.S. export controls, for Seller's use in connection with performance under this order, then Seller is responsible for compliance with all applicable U.S. Government export regulations: 15 CFR 368-399; 22 CFR Part 121-130; and any other Government regulation applicable to the disclosure/export of articles/technical data to foreign nationals of the United States (limited exemptions applicable to citizens of Canada are found in the aforementioned regulations). Buyer reserves the right, to the extent specified on the face of this order, to obtain any necessary Government export approvals, licenses, certificates, and assurances.
17. **Government Contracts:** This may be subcontract of the first or lesser tier under a prime contract with the Department of Defense or other Federal agency. If Buyer's contract is with an agency or department of Government other than directly or indirectly the Department of Defense (for example, NASA), then all counterpart or similar clauses to those clauses identified below from the FAR are expressly incorporated in this order and DFAR is deleted. Whenever the clauses include a requirement for the settlement of disputes between the parties in accordance with the "Disputes" clause, the dispute shall be disposed of in accordance with the clause entitled "Disputes" above. When costs are a factor in any determination of a contract price adjustment pursuant to the "Changes" clause or any other provision of this order, such costs shall be determined in accordance with FAR Part 30, to the extent applicable to Seller, and FAR Part 31. The obligations of the Contractor to the Government as provided in the clauses set forth below, shall be deemed to be the obligations of the Seller to Buyer, except when otherwise noted. Whenever necessary to make the context of the clauses applicable to this order, the terms "Government", "Contracting Officer" and equivalent phrases shall mean Buyer, except the terms "Government" and "Contracting Officer" do not change: (i) in the phrases "Government Property", "Government-Owned Property", "Government Equipment" and Government-Owned Equipment"; (ii) when a right, act, authorization or obligation can be granted or performed only by the Government or the Prime Contract Contracting Officer or his duly authorized representative; (iii) when access to proprietary financial information or other proprietary data is required; (iv) when title is to be transferred directly to the Government; (v) where specifically modified as noted below. Seller agrees to comply with the terms of the clauses and to indemnify and hold Buyer harmless against any loss, cost, claim or expense, including but not limited to attorney fees, it may incur by reason of any violation by Seller of these terms. As used in the notes to the FAR clauses identified below, the term "subcontract(s)" means a subcontract(s) of any tier. In addition, all clauses required by law, federal regulations,

or Buyer's contract with its customer, to be included in this order are hereby specifically incorporated. The Seller recognizes that this order may be issued under a prime contract or higher-tier subcontract requiring that costs be in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR), as in effect on the date of this order. The Seller hereby indemnifies and agrees to hold the Buyer harmless from and against any and all disallowances or non-recognitions of cost or costs under said prime contract or higher-tier subcontract arising, directly or indirectly, because of any cost or costs taken into consideration in the pricing of this order or any price adjustments pursuant to the "Changes" clause or any other provision of this purchase order or taken into consideration in determining any payments or settlement agreements under the "Termination by Buyer" clause hereof, that are not in accordance with the afore-mentioned FAR Subpart 31.2 and DFAR Subpart 31.2.

18. **Indemnification:** In the event the Seller, its officers, agents, employees, representatives or subcontractors at any tier enter premises occupied by or under the control of Buyer, the Government or third parties in the performance of this order, Seller shall defend, indemnify and hold harmless Buyer, its officers, employees and agents from any claim, suit, loss, cost, damage, expense (including attorney's fees), or liability by reason of property damage or personal injury (including death, to any person including Seller's employees, of whatsoever nature or kind arising out of, as a result of, or in connection with such performance occasioned in whole or in part by the actions or omissions of Seller, its officers, employees, agents, representatives or subcontractors at any tier. Seller shall take all precautions necessary, special or otherwise, and shall be responsible for compliance with all Federal, State and Local safety laws, rules and regulations in the performance of work hereunder. Without in any way limiting the foregoing undertakings, Seller and its subcontractors at any tier shall maintain public liability and property damage insurance in reasonable limits and with companies acceptable to Buyer covering the obligations set forth and shall maintain proper workmen's compensation insurance covering all employees performing this order. Upon Buyer's request, Seller shall make available all such insurance policies for review and evaluation by Buyer.
19. **Assignment:** Neither this order nor any duty or right under it shall be delegated or assigned by Seller without the prior written consent of Buyer's Authorized Representative, except that claims for monies due or to become due under this order may be assigned to a bank, trust company or other financing institutions, including any federal lending agency, by Seller, without such consent. Buyer shall be furnished with two signed copies of any such assignment. Payment to an assignee of any such claim shall be subject to set-off or recoupment for any present or future claim or claims which Buyer may have against Seller under this order, other orders or relationships. Buyer reserves the right to make direct settlements or adjustments in price, or both, with Seller under the terms of this order become due hereunder and without notice to the assignee.
20. **Insurance:** In the event that Seller is required to enter premises owned, leased, occupied by or under the control of Buyer during the performance of this order, or during delivery or installation of supplies herein contemplated, or during the performance of services otherwise required to be furnished by Seller, Seller agrees that Seller will indemnify and hold harmless Buyer, its officers, employees, agents and representatives, from any loss, cost, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of or as a result of their performance of services and/or delivery and/or installation, whether arising out of the acts or omissions of Buyer, Seller or their employees, and Seller agrees that it and its subcontractors of any tier will maintain limits covering the obligation set forth above and will maintain proper workmen's compensation insurance covering all employees engaged in the performance of such services and/or delivery and/or installation.

21. **Buyer's Right of Set-Off:** Buyer shall at all times have the right to set-off any amount owing from the Seller to the Buyer against any amount payable at any time by the Buyer to the Seller.
22. **Notice of Labor Disputes:** Whenever an actual potential labor dispute is delaying or threatens to delay the timely performance of this order, Seller will immediately give notice thereof, including all relevant information with respect thereto, to Buyer.
23. **Disputes:** Any dispute arising under this order which is not disposed of by agreement of the parties shall be decided by a court of competent jurisdiction or through arbitration by a mutually agreed to third party. Pending settlement of final decision of any such dispute, Seller shall proceed diligently with the performance of this order in accordance with Buyer's direction.
24. **Examination of Records:** The Supplier agrees that Buyer, and any Federal agency providing funding for this Purchase Order and the Comptroller General of the United States or any of their duly authorized representatives, shall have access to and the right to examine any pertinent books, documents, papers and records of the Supplier involving transactions related to this Purchase Order to the extent necessary to verify the nature and extent of costs incurred under this Purchase Order until the expiration of four (4) years after final payment under this Purchase Order. Nothing in this Purchase Order shall be deemed to preclude an audit by the U.S. General Accounting Office of any transaction under this Purchase Order. The preceding two sentences shall not apply if this Purchase Order does not involve a sum in excess of One Thousand Dollars (\$1,000), or if this is an agreement for public utility services at rates established for uniform applicability to the general public, or if this is as agreement for general inventory goods not specifically identifiable with work under the Buyer's contract with the government.
25. **Insolvency:** If receiver or trustee is appointed of any of Seller's property, or Seller be adjudicated bankrupt, or application for reorganization under the Bankruptcy Act be filed by or against Seller which shall not be dismissed within thirty (30) days, or if Seller becomes insolvent or makes an assignment for the benefit of creditors, or takes or attempts to take the benefit of any insolvency acts, Buyer may, at its sole discretion, in any of such events, terminate the contract forthwith pursuant to Clause 9 by giving Seller written notice to such effect and Buyer shall thereupon be relieved of any further obligations to Seller and Seller shall indemnify Buyer for its costs, losses and expenses in connection with this contract and pay Buyer an equitable profit.
26. **Obsolescence:** The seller has an obligation to inform buyer of any impending part obsolescence of this material. Any part with less than an eighteen (18) month life cycle shall be considered an impending obsolescence.
27. **Conflict Materials:** Cox & Company, Inc. supports the aims and objectives of the U.S. legislation on the supply of conflict materials and request that our suppliers undertake reasonable due diligence with their supply chains to assure that the specified metals are being sourced from mines and smelters outside the "Conflict Region" or those which have been certified by an independent third party as "conflict free" if sourced from within the "Conflict Region".

FAR CLAUSES

CLAUSE NUMBER	CLAUSE TITLE
52.203-5	Covenant Against Contingent Fees
52.203-6	Restrictions on Subcontractor Sales to the Government
52.203-7	Anti-Kickback Procedures
52.204-2	Security Requirements
52.208-1	Required Sources for Jewel Bearings and Related Items
52.210-5	New Material
52.210-7	Used or Reconditioned Material, Residual Inventory, and Former Government Surplus Property
52.212-8	Priorities, Allocations and Allotments
52.212-13	Stop Work Order
52.214-24	Subcontract Cost or Pricing Data

52.214-26 Audit-Sealed Bidding
52.214-27 Price Reduction for Defective Cost or Pricing Data-Formal Advertising
52.215-1 Examination of Records by Comptroller General
52.215-2 Audit-Negotiation
52.215-22 Price Reduction for Defective Cost or pricing Data
52.215-23 Price Reduction for Defective Cost or Pricing Data-Modifications
52.215-26 Integrity of Unit Prices
ALTI Integrity of Unit Prices
52.223-1 Clean Air and Water Certification
52.223-2 Clean Air and Water
52.223-3 Hazardous Material Identification and Material Safety Data
52.224-2 Privacy Act
52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement
52.227-3 Patent Indemnity
52.227-6 Royalty Information
52.227-8 Reporting of Royalties (Foreign)
52.227-9 Refund of Royalties
52.227-10 Filing of Patent Applications-Classified Subject Matter
52.227-11 Patent Rights-Retention by the Contractor (Short Form)
52.227-12 Patent Rights-Retention by the Contractor (Long Form)
52.227-13 Patent Rights-Acquisition by the Government
52.228-4 Workers' Compensation and War-Hazard Insurance Overseas
52.228-5 Insurance-Work on a Government Installation
52.230-3 Cost Accounting Standards
52.230-4 Administration of Cost Accounting Standards
52.230-5 Disclosure and Consistency of
Cost Accounting Practices
52.244-5 Competition in Subcontracting
52.245-2 Government Property
52.245-17 Special Tooling
52.245-18 Special Test Equipment
52.246-2 Inspection of Supplies-Fixed Price
52.246-10 Inspection Facilities
52.246-11 Higher-Level Contract Quality Requirement
52.246-16 Responsibility for Supplies
52.246-23 Limitation of Liability
52.246-24 Limitation of Liability-High Value Items
52.249-1 Termination for Convenience of the
Government (Fixed Price) (Short Form)
52.249-2 Termination for Convenience of the
Government (Fixed Price) (Long Form)
52.249-8 Default