

PURCHASE ORDER TERMS AND CONDITIONS

FLUID COMPONENTS INTERNATIONAL LLC (“Buyer” or “FCI”) acceptance of Seller’s products and/or services (collectively “Products” or “Goods”) is expressly conditioned upon Seller’s assent to the below Terms and Conditions which are made a part of Buyer’s Purchase Order (“Order” or “Agreement”). Seller’s delivery of and Buyer’s acceptance of Seller’s Products is also deemed by the parties to be Seller’s assent to these terms.

1. ACCEPTANCE. Acceptance of this Order and each of its terms and conditions will be evidenced by the Seller’s execution of the acknowledgement copy hereof, or by the Seller’s commencement of performance or shipping under this Order, or by acceptance of any payment therefore. Unless otherwise specifically indicated on the face hereof, this Order is not an acceptance of any offer, quotation or proposal made by Seller; and, any reference thereto is made solely for the purpose of specifying prices and the nature and description of the goods and services ordered. Any other additional or different terms are objected to by Buyer without need of further notice of objection and shall be of no force or effect. No variations in the delivery schedule, price, quantity, specifications or other provisions of this Order, and no new, additional or different terms or provisions, will be binding on Buyer unless agreed to in writing and signed by the Buyer’s purchasing agent or its other authorized representative (a quote or order acknowledgement or similar document shall not be considered a binding written consent of Buyer). Such additional terms specifically do not include Seller terms and conditions attached to a quote, invoice, or other similar documentation regardless of any statements in such terms and conditions to the contrary.

2. ACKNOWLEDGEMENT. The acknowledgement copy of this Order must be returned promptly to Buyer. Shipment and delivery of Goods must be made to agree with the schedule on the face of this Order. If the Seller cannot meet Buyer’s requested

schedule, Seller must so state on the acknowledgement copy indicating thereon the best schedule that can be met, which Buyer may accept or reject.

3. **ORDER OF PRECEDENCE.** If any document has, or may have, conflicting requirements the following shall be the order of precedence:

- These Purchase Order Terms and Conditions
- Revisions to the Purchase Order
- The Purchase Order
- Deviations
- Drawings referred to on the part drawing
- Specifications on the part drawing

4. **PACKING & SHIPPING.**

(a) All packing and packaging shall comply with applicable laws, good commercial practice and applicable carrier's tariffs. Goods shall be prepared for shipment and packed and covered to prevent damage or deterioration during transportation and give optimum protection of the Goods and for in-plant handling and storage. The price includes all charges for such packing and packaging and for transportation to the designated F.C.A. point in the Order; and, if not so designated at Buyer's plant in San Marcos, California U.S.A. Seller shall follow Buyer's specific instructions if provided in an Order. Seller shall be responsible for excess charges for failure to ship timely and follow Buyer's instructions. In addition, damaged Goods received by Buyer shall be rejected and be at Seller's risk.

(b) The packaging, labeling and shipping of all HAZARDOUS SUBSTANCES, including DANGEROUS MATERIALS, must conform to all applicable federal and state laws and regulations.

(c) Unless otherwise instructed by Buyer, Seller shall prepay all transportation and related shipping charges and shall itemize such charges on the invoice. In the absence of specific routing instructions, shipments are to be made in the most efficient manner. Local and warehouse shipments of steel and bar stock, and the like, must be marked or tagged with name of shipper and shipping point to facilitate prompt identification upon receipt.

5. INSPECTION AND QUALITY CONTROL.

(a) All Goods, materials and articles covered by this Order shall be new, unless otherwise specified; and shall be subject to inspection and approval by FCI and FCI's customer. Notwithstanding any prior inspection, receipt of Goods, payment and/or acceptance of Goods, final inspection will be made after receipt by Buyer for acceptance, or rejection if found to be defective or non-conforming to the Order. If rejected, such Goods will be held for disposition at Seller's risk and expense or Buyer may require Seller to repair or replace any or all of such rejected Goods at Seller's expense. Any Buyer expense or payment on account thereof will be promptly refunded by the Seller without prejudice to any other rights of Buyer under warranties or otherwise, and Buyer may offset such refunds against any other monies currently owing to Seller if it chooses. Rejected Goods shall not be retendered to Buyer by Seller unless notification of such past rejection is submitted with the retender and Buyer has consented to such retender in writing.

(b) Buyer recommends that Seller becomes certified to ISO9001, but at a minimum, Seller shall provide and maintain a quality control system acceptable to Buyer.

(c) Seller shall assure that Seller's employees are aware of: (i) their contribution to Product conformity; (ii) their contribution to Product safety; and (iii) the importance of ethical behavior.

(d) Buyer reserves the right to audit Seller with 72 hour notice.

(e) During Seller's evaluation and selection, Buyer can use quality data from objective and reliable external sources, as evaluated by Buyer (such as information from accredited quality management system or certification bodies, government authorities or customers). Use of such data would be only one element of Buyer's external provider control process and Seller remains responsible for verifying that its processes, products, and services meet specified requirements.

6. SOURCE CONTROLLED PARTS. Buyer uses source controlled parts as an integral part of the qualification and acceptable performance of its products. Any appearance, fit or function change to a source control part shall require at least thirty (30) days written notification to Buyer prior to the change. Notification allows Buyer to

determine if the change of the source controlled part will alter the performance of Buyer's product. Shipment of a source control part shall be considered confirmation and evidence that the part has not changed. Failure to ensure Buyer's written concurrence of a changed source controlled part prior to shipment shall make the part nonconforming at Buyer's election and subject Seller to all damages and remedies as specified within these terms and conditions.

7. DELIVERY, ADVANCE MANUFACTURING OR PROCUREMENT.

(a) Unless otherwise agreed to in writing, Seller shall not make material commitments or production arrangements in excess of the amount ordered or more than fourteen (14) calendar days in advance of the time necessary to meet Buyer's delivery schedule. It is Seller's responsibility to comply with this schedule, but not to anticipate Buyer's requirements. Goods shipped to Buyer in advance of schedule may be (i) returned to Seller at Seller's expense, or (ii) payments of invoices may be withheld until the required delivery dates, or (iii) Goods placed in storage for Seller's account until the delivery date specified at Seller's risk and expense. Delivery according to Buyer's schedule is a material condition of this Order.

(b) In addition to the remedies provided in Paragraph 14, Buyer may also cancel an Order that does not meet Buyer's schedule, purchase the Goods elsewhere and charge the Seller for any resultant loss.

8. WARRANTIES.

(a) Seller expressly warrants to Buyer, Buyer's successors, assigns, customers and users of Buyer's products, and their respective officers, employees and agents ("Buyer Parties"), that all Goods, materials, articles, or work covered by this Order: (i) shall be of good quality and workmanship and free from defects, latent or patent, (ii) will conform to, and comply with, the terms of this Order, and to the applicable specifications and standards incorporated herein, (iii) will be suitable for the intended use, (iv) will be of merchantable kind and quality, (v) will be free from defects in design, material and workmanship, (vi) will not be counterfeit or fraudulent, and (vii) will be purchased from an authorized seller. Seller agrees that all Goods, materials or articles or work, or any part thereof, found defective after delivery to Buyer Parties will

be corrected or replaced by Seller without charge, or a credit given to Buyer, if requested by Buyer. Any transportation costs shall be paid by Seller. If the Goods are to be held at Buyer's location, they shall be held at Seller's risk and Buyer's discretion. The foregoing warranty shall also apply to all repairs and replacements of Goods. Such warranties are cumulative, and are in addition to any other warranty, express or implied, or service guarantee of Seller relating to the Goods, and any other rights and remedies provided by law or equity.

(b) By accepting this order, Seller warrants that the Goods, and the sale or use of them, shall not infringe any United States or foreign patents, trade secrets, trademarks or copyrights, and Seller agrees to indemnify and hold harmless Buyer Parties against all suits at law or in equity, and from all actions, damages, liabilities, claims and demands, including all legal and court fees and costs ("Claims") for actual or alleged infringement of any patents, trade secrets, trademarks or copyrights arising from or related to the use of the Goods and shall pay Buyer all costs, settlements, judgments and awards, attorneys' fees and other expenses arising from or related to defense and settlement of the Claims.

(c) Buyer reserves the right to make repairs on defective material or services and charge Seller actual labor cost plus overhead, either when Seller is late on deliveries, or when it can be done at less cost than by returning the material or Goods to Seller. If Seller fails to correct defective Goods or materials within a reasonable period, Buyer may procure the Goods or materials from a third party and charge Seller for the difference, in addition to Buyer's costs in procuring the Goods or materials from the third party.

(d) If in the execution of this Order, it becomes necessary for Seller or Seller's agents, subcontractors or employees or any of them to enter upon any premises of Buyer; Seller shall inform such individuals of, and cause them to comply with, Buyer's rules and regulations, particularly those relating to traffic, safety and fire precautions in Buyer's plants. Seller shall indemnify and hold harmless Buyer from all Claims for any damage or injury resulting from Seller's failure or the failure of Seller's employees, agents, subcontractors or their employees to observe such rules and regulations, and for any Claims otherwise caused by Seller or them while on, entering or leaving such premises. Seller shall indemnify and hold harmless Buyer from any and all Claims

arising from or related to injury or disease to Seller, Seller's employees, agents or subcontractors or their employees and for damage while on, entering or leaving Buyer's plant or other premises and shall pay Buyer all costs, settlements, judgments and awards, attorneys' fees and other expenses arising from or related to defense and settlement of the Claims. Seller further agrees to carry all workers' compensation, occupational disease and liability insurance necessary under state and federal statutes or to fully protect Buyer against the risks herein mentioned.

(e) If this Order covers the performance of labor for Buyer in any capacity, Seller agrees to indemnify and hold harmless Buyer Parties against all Claims arising from or related to injuries or damages to any person or property growing out of the performance of this Order. and shall pay Buyer all costs, settlements, judgments and awards, attorneys' fees and other expenses arising from or related to defense and settlement of the Claims. Seller also agrees to furnish a certificate from Seller's insurance carriers showing that Seller carries adequate workers' compensation, public liability, and property damage insurance coverage upon demand. The certificate must show the amount of the coverage, number of policy and date of expiration.

(f) Should Buyer provide Buyer-owned product as part of this Order, Seller shall hold and protect such Buyer-owned good(s) from damage and shall promptly reimburse Buyer for the cost of such goods should they be damaged.

9. CHANGES. Buyer may at any time make changes in this Order, but if such change would cause a delay in Seller's performance or an increase in price, Seller shall notify Buyer immediately in writing and such change shall be made only if expressly authorized by a written "Change Order" From Buyer. Seller's failure to assert a written claim for adjustment within 30 days after Seller's receipt of Buyer's change order shall constitute a waiver of such claim. Nothing contained in this clause shall relieve Seller from proceeding without delay in the performance of this Order, as changed.

10. PAYMENT; TAX.

(a) Payment for Goods and materials delivered under this Order shall not constitute acceptance thereof. Excluding early delivery pursuant to Paragraph 6,

payment terms shall be computed from the date of acceptance of the shipment or a correct and undisputed invoice received by Buyer, whichever is later.

(b) All present and future taxes, itemized or otherwise, not expressly imposed by law exclusively on Buyer are deemed to be included in and will be treated as part of the purchase price or prices payable pursuant hereto, unless otherwise specified.

11. TOOLING AND SPECIAL TEST EQUIPMENT.

(a) Buyer has the option to take possession and title to any dies, tools, gauges, fixtures, patterns, master art work, and other miscellaneous items necessary to meet the requirements of this Order. If Buyer exercises such option and Seller is unable to perform or continue to perform to this Order, Buyer will accept responsibility thereof only after Seller promptly notifies Buyer in writing of the issue and, Buyer pays the reasonable unamortized tooling cost at that time.

(b) Any material that Buyer furnishes on other than a charge basis in connection with this order shall be deemed as held by Seller upon consignment. All such materials not used in the manufacture or testing of the Products covered by this Order shall, as directed, be returned to Buyer at Buyer's expense. All such materials not so accounted for or so returned, Seller shall pay for on the basis of Buyer's cost, or replacement cost, including transportation, as Buyer elects.

(c) Buyer retains title to all materials, drawings, artwork and supplies that Buyer may furnish to Seller; and if at any time Seller is in default, or upon Buyer's request, Buyer shall have the right to repossess any materials and/or supplies furnished by Buyer to Seller.

(d) Seller agrees to completely insure all property owned by Buyer while held in Seller's custody or control against loss or damage resulting from fire (including extended coverage), malicious mischief and vandalism, in an amount equal to the replacement cost thereof, with loss payable to Buyer. Within a reasonable time after the acceptance of this Order, and upon Buyer's request, Seller shall submit to Buyer satisfactory proof of procurement of such insurance.

(e) When the cost and use of special tools, artwork and drawings, involved in the manufacture of this Order, is included in the price, they become Buyer's property upon completion of the Order (subject to Buyer's shipping instructions).

(f) Title to, and the right of immediate possession of all tooling, material and special test equipment furnished by Buyer to Seller shall remain in Buyer's name. Buyer does not guarantee the quality or suitability of such tooling, material or special test equipment.

(g) Tooling, material and special test equipment subject to this Order shall be maintained in good condition and replaced when necessary at Seller's expense. Seller shall make an annual physical inventory of all such tooling, materials and special test equipment, and upon request from Buyer shall execute a written certification confirming that the Seller's property control system includes appropriate controls and records on acquisition, receiving, storage, movement, consumption, utilization, maintenance and disposition, and that the same has been physically inventoried and inspected within the past year.

(h) All tooling, material and special test equipment ordered or furnished by Buyer, shall be used solely in the performance of work under this Order.

(i) The provisions of this clause shall be inserted in Seller's purchase orders and subcontracts at all tiers issued under this Order.

12. TERMINATION; STOP WORK.

(a) Buyer shall have the right to cancel this Order in the event (i) for Buyer's own convenience at any time, (ii) for Seller's default, (iii) Seller ceases to continue Seller's operations in the normal course of business, (iv) Seller files a petition in bankruptcy or seeks relief under any of the provisions of the Federal Bankruptcy Act, or of any state insolvency statute, (v) such a petition shall be filed against Seller and remain undismissed for a period of 30 days, (vi) a receiver or trustee is appointed for Seller and such appointment is not vacated within 30 days from the date thereof, or (vii) Seller makes an assignment for the benefit of creditors. In the event of cancellation of this Order, Buyer's liability shall be limited to the contract price for finished units or partially finished goods delivered to Buyer, at Buyer's election.

(b) Buyer may issue stop-work orders to Seller without any cost or other liability.

(c) Buyer shall not be liable for any cost of design engineering or development, special tooling or general purpose equipment unless specifically ordered by Buyer.

13. INDEMNIFICATION.

(a) Seller agrees to indemnify and hold harmless Buyer Parties from all Claims which may be made or brought against Buyer which any purchaser of such merchandise from Buyer, or any other person, may make against Buyer arising from the use of such merchandise, or from any injuries or damages to any person or property and shall pay Buyer all costs, settlements, judgments and awards, attorneys' fees and other expenses arising from or related to defense and settlement of the Claims

(b) The Seller agrees to indemnify and hold Buyer, its successors and assigns and their respective officers, employees and agents, free and harmless from any and all claims, liabilities, loss and damage caused to persons or property as a result of defects in the goods covered by this Order, and from any and all claims, liability, loss and damage arising out of any act or omission of Seller, or its officers, agents, employees or its subcontractors at any tier, or out of Seller's failure, or any of them, to comply with any applicable laws, or governmental rules and regulations, or with any of these terms and conditions. Without limiting the foregoing, Seller and its subcontractors at all tiers shall obtain public liability and property damage insurance, in commercially reasonable amounts, covering the obligations set forth above, and shall obtain proper workers' compensation insurance covering all employees performing this Order. Such insurance shall in no way limit the indemnity obligations of Seller.

(c) All risks whatsoever including the risk of all loss or damage to materials by reason of any casualty and loss or damage to any third party occurring on Seller's property shall be assumed and borne by Seller until the material is actually delivered to Buyer's plant.

(d) If this order requires Seller to perform any work or services upon property owned and controlled by Buyer, Seller agrees to keep the property involved and the work and services performed free and clear of all mechanics liens, and, at Buyer's request, to furnish certificates and waivers of liens as provided by law.

14. BUYER'S REMEDIES; LIQUIDATED DAMAGES.

Buyer's remedies shall include, but not be limited to, Seller's reimbursement of damages incurred by Buyer for late delivery of material, documentation or other deliverables due to Seller's failure to meet its obligations under Paragraphs 5, 6, 8, 11 and 13. In addition to these remedies, Buyer may invoke liquidated damages in an amount of 1% per week up to a maximum of 10% for late delivery of documentation or material or other deliverables.

15. INSURANCE.

Seller shall carry commercial general liability and product liability insurance with respect to the Products, with a limit of liability in each case of not less the U.S. \$3,000,000 per occurrence and U.S. \$5,000,000 in the aggregate, and worker's compensation, employer's liability and/or any social insurance/benefits as required by applicable law. Buyer shall be named as an additional insured on such policies. The product insurance may be obtained in conjunction with a policy of product liability insurance which covers products other than the Products and shall provide for at least 10 days prior written notice to Buyer of the cancellation or substantial modification thereof. Seller shall deliver to Buyer a certificate evidencing the existence of such insurance policies promptly after their issuance and upon Buyer's request.

16. PROPRIETARY INFORMATION.

(a) All proprietary, confidential, and/or trade secret information, or data (including all materials containing or embodying such information or data such as drawings, specifications and test reports) belonging to Buyer, or entrusted to Buyer by others, and becoming known to Seller in connection with this Order ("Proprietary Information"), shall remain the exclusive property of Buyer and shall only be used in the manufacture of Product for Buyer. Seller will, for the term of this Order, and thereafter, preserve in confidence, not disclose to others without the prior written permission of Buyer, and not use (except in the performance of work for Buyer covered by this Order) any and all Proprietary Information.

(b) If requested, Seller shall enter into Buyer's Confidentiality Agreement protecting Buyer's rights to all confidential information intended for use by Seller or others with this Order.

(c) Where Buyer's data, designs, or other Proprietary Information are furnished to Seller's sellers for procurement of supplies by Seller for use in goods to be supplied in performance of Buyer's Orders, Seller shall insert the substance of this provision in its purchase order for such supplies.

17. ADVERTISING.

(a) This Order is confidential between the Buyer and the Seller. It is agreed that none of the details connected with it shall be published or disclosed to any third party without Buyer's written approval. Failure to observe this provision shall give Buyer the right to cancel this Order without any further liability thereon and to collect all other damages permitted by applicable law.

(b) This is a material condition of this Order, the violation of which is cause for termination for default under Paragraph 12 above.

18. REPORTING.

Upon Buyer's request, Seller shall provide the estimated value and source of all Seller's purchases of supplies outside the continental U.S.A. as a result of this Order. Buyer may request of Seller periodic status reports as to its performance under this Order.

19. COMPLIANCE WITH LAWS & REGULATIONS.

(a) Seller agrees to comply with all applicable federal, state or other statutes, ordinances, rules and regulations, codes and orders.

(b) Seller agrees to comply with all flow down requirements under applicable federal, state or other statutes, ordinances, rules and regulations, codes and orders.

(c) Seller agrees to comply with all applicable federal, state or other statutes, ordinances, rules and regulations, codes and orders related to equal opportunity and affirmative action programs, especially those under Executive Order 11246 as amended, and its implementing regulations (including the Equal Opportunity clause set

forth in Section 202 of such Order) and Section 60-1.4 (a) of the regulations of the Secretary of Labor, Title 41 CFR, Chapter 60 Parts 1-60, which are incorporated into this Purchase Order by reference and shall certify in writing upon Seller's request. In addition, Seller agrees to guarantee Buyer against any loss occasioned by Seller's failure to comply with any federal, state or other laws and regulations applying to the goods purchased under this order, and Seller further agrees to compensate Buyer for all damages suffered as a result of Seller's failure to do so (e.g. but not limited to Child Labor Act, Fair Labor Standards Act, Walsh-Healy Act, Robinson Patman Act, OPS Regulations, Pure Food and Drug Laws, etc.). In addition, this Purchase Order incorporates by reference the Affirmative Action clauses of the Rehabilitation Act of 1973 at 41 CFR Section 60-741.5(a), and the Vietnam Era Veterans Readjustment Act of 1974, at CFR Section 60-300.5(a), as amended.

(b) Seller shall notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Seller is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

(c) Seller shall include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Rehabilitation Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

20. APPLICABLE LAW/JURISDICTION.

(a) The rights and obligations of the parties hereto shall be governed in all respects by the laws of the State of California, U.S.A., except for its internal conflicts of laws' provisions. The parties hereby confer exclusive jurisdiction upon any court or arbiter with competent jurisdiction within San Diego County, State of California, to determine any dispute arising out of or related to this Order, or the breach hereof. In any dispute in a court of law or arbitration to interpret or enforce this Order, the

prevailing party shall be entitled to reimbursement of its costs, including reasonable attorneys' fees, from the other party, as determined by such court or arbiter. This Agreement excludes the application of the 1980 United Nations Convention on Contracts for the Sale of International Goods.

(b) Any controversy or claim arising out of or relating to this Order or the breach thereof, shall be first attempted to be resolved by good faith negotiations between the parties. If such negotiations fail to resolve any dispute within 30 days of a party notifying the other of the dispute, the parties shall attempt to resolve the matter by nonbinding mediation with the parties bearing their own costs and dividing equally any mediation fees. If mediation fails to resolve the dispute within a reasonable time, the dispute shall be submitted to arbitration, in accordance with the rules and law obtaining, of the American Arbitration Association, and judgment upon the award rendered may be entered in the highest court of the forum, state or federal, having jurisdiction. Pending final resolution of any dispute, Seller shall proceed with performance of this Agreement according to Buyer's instructions.

21. ASSIGNMENT OR SUBCONTRACTING.

(a) This Order, or any rights thereunder, may not be assigned or hypothecated. None of the work which Buyer contemplates being performed by Seller shall be subcontracted without Buyer's prior written consent; and, if subcontracting is allowed, Seller shall continue to comply with, and be bound by, all provisions of this Order and shall be responsible for the subcontractor's performance that meets the requirements and specifications herein.

(b) Payment to an assignee in accordance with any assignment shall be subject to set off or recoupment for any present or future claim or claims which Buyer may have against Seller. Buyer reserves the right to make, without prior notice to assignee, direct settlements or adjustments in price with Seller under the terms of this Order notwithstanding any assignment of monies due or to become due to Seller hereunder.

22. FORCE MAJEURE.

Buyer shall not be liable to Seller or any third parties for any delay or failure in its fulfilling or performing any terms of this Agreement if prevented from doing so by a cause or causes beyond its control, including acts of God or public enemy, acts of the Government (including any preference, priority or allocation order), fires, floods, storms, earthquakes, explosions, terrorist threats or acts, riots, strikes, war, invasion, hostilities, epidemics, quarantine restrictions, freight embargoes, and government order, restraints or law, national or regional emergency. If such disability continues for a reasonable period, then Buyer shall have the right to cancel this Order and to procure deliveries from another source without any liability or responsibility whatsoever to Seller.

23. MISCELLANEOUS.

The Order and any documents incorporated herein by reference supersede all prior understandings, transactions and communications, or writings with respect to the matters referred to herein, and constitutes the sole and entire agreement between the parties relating to the subject matter or terms of this Order. Any representation, promise, course of dealing, or trade usage, not contained or referenced herein, shall not be binding on Buyer. No modification, amendment, rescission, waiver, or other change shall be binding on Buyer unless agreed to in writing by Buyer. No waiver of a breach of any provision of this order shall constitute a waiver of any other breach, or of such provision. All warranties herein shall be construed as conditions as well as warranties, and the warranties and conditions herein contained shall not be deemed to be exclusive. All references to "including" shall mean "including but not limited to". Any provision that, by its context, should survive termination shall survive termination of this Agreement.. If any provision is found by a tribunal of competent jurisdiction to be illegal and unenforceable in whole or in part, the remainder of this Agreement shall remain enforceable to the extent permitted by applicable law and the Agreement shall be amended to include the terms and conditions that are reasonable and in conformity with the original intent of the parties to the extent that said agreements are enforceable. Titles of each provision are for convenience only and have no substantive effect. This Agreement shall bind Seller and any heirs, assigns, or successors in interest to Seller.

24. EXPORT COMPLIANCE.

Seller hereby agrees to comply fully with all applicable U.S. (and non-U.S.) Sanctions and export control laws and regulations, including those regulations maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), Department of State's International Traffic in Arms Regulations ("ITAR"), and the U.S. Commerce Department's, Bureau of Industry and Security ("BIS"). Seller agrees that it shall not – directly or indirectly – sell, provide, export, re-export, transfer, divert, loan, lease, consign, or otherwise dispose of any product, services, software, source code, or technology received from Buyer under this Agreement to any person, entity, or destination, or for any activity or use prohibited by the laws or regulations of the United States (or any other country), without obtaining prior authorization from Buyer and the competent government authorities as required by those laws and regulations. If Seller does not indicate otherwise in writing to Buyer, Buyer shall rely on Seller's product to be EAR99NLR. In addition, each Seller of an aerospace part shall inform the Directorate of Defense Trade Controls, with a copy to the Export Compliance Manager at Buyer if a Buyer supplier or Buyer employee paid or agreed to pay a political contribution, fee or commission contrary to ITAR Part 130.

25. REACH.

(a) By providing goods in accordance with this Order, Seller warrants that the Goods are in compliance with all aspects of the EU Registration, Evaluation, Authorization and Restriction of Chemicals regulation ("REACH").

(b) Seller represents and warrants that the Goods and any substances contained therein are not prohibited or restricted by, and are supplied in compliance with, any laws or regulations of any country or jurisdiction in the world, including the United States, the European Union ("EU"), and nations adopting legislation similar to that of the EU, and that nothing prevents the sale or transport of the Goods or substances in Goods in any country or jurisdiction in the world and that all such Goods and substances are appropriately labeled, if labeling is required, and have been pre-registered and/or registered and/or authorized under REACH if pre-registration, registration and/or authorization is required.

(c) Seller shall provide all information necessary for the Buyer and/or any downstream user to timely and accurately fulfill their obligations under REACH. Seller shall timely (annually or when changes are imposed) provide Buyer with all relevant information on the Goods so that the intent of REACH is met for communicating with downstream users as defined in Article 3(13) of REACH.

(d) Seller shall promptly notify Buyer in writing of any Substances of Very High Concern (as such category is specified in REACH) that are present in any Goods at levels above 0.1% by weight of such Goods, where the Goods were supplied either: a) six months before the inclusion of the substances concerned on the REACH "Candidate List," or b) at any time after such inclusion on the Candidate List. In addition, Seller undertakes to properly and timely inform Buyer of the inclusion in Annex XIV of REACH of a substance contained in the Goods. In such event, Seller shall discuss with Buyer actions to ensure continued compliance with REACH. Subject to compliance with antitrust rules, Seller shall use its best efforts to obtain and maintain authorization under REACH for use of such substances, on the condition that (i) Buyer confirms in writing that it requests Seller to request or renew an authorization for such specific use(s), (ii) it can be demonstrated that the risks of such uses are adequately controlled and/or Seller can otherwise be granted an authorization as specified in Article 60 of REACH. If these conditions are not met, Seller shall seek to identify or develop alternatives in due time for validation and use by Buyer before the relevant "Sunset date" under REACH. The listing of a substance present in the Goods in the REACH Candidate List or in Annex XIV of REACH shall not in itself constitute a valid cause for Seller to fail to perform or delay performance under an Order.

(e) Seller shall bear all costs, charges and expenses related to pre-registration, registration, evaluation, and authorization under the REACH regulation of the chemical substances that are the subject of the Order.

26. CONFLICT MINERALS.

(a) On July 21, 2010, the Dodd-Frank Wall Street Reform and Consumer Protection Act was signed into law. The Dodd-Frank Act and related U.S. Securities and Exchange Commission rules require certain companies to disclose the extent to which the products they manufacture or contract to manufacture contain so called conflict

minerals sourced from mines in the Democratic Republic of the Congo (DRC) or adjoining countries. Conflict minerals include tantalum, tin, tungsten, gold, cobalt, and mica which are used in many electronic components and computer products.

(b) As a leading manufacturer of flow, level, temperature and pressure switches and meters, FCI promotes the traceability of these minerals and the transparency of the supply chain. FCI customers may require that FCI provide information as to the country of origin of these minerals in its products. FCI, as a manufacturer, is not able to certify as to the country of origin of the minerals contained in the products manufactured by FCI's Sellers, so FCI requires Seller to provide FCI with such information. Accordingly, Seller agrees to provide Buyer with all country of origin information at the time of Ordering. Seller also agrees to provide Buyer with a complete and most current version of the Conflict Minerals Reporting Form ("CMRT Form")(for tantalum, tin, tungsten and gold) available at <https://www.responsiblemineralsinitiative.org/reporting-templates/cmrt/> and the Extended Minerals Reporting Form ("EMRT Form")(for cobalt and mica), available at <https://www.responsiblemineralsinitiative.org/reporting-templates/emrt/> at the time Buyer places an Order for goods not previously purchased from Seller. In addition, Seller shall provide Buyer with an updated CMRT Form and EMRT Form that includes information on all Seller goods that have been ordered by Buyer prior to the date of the report, annually no later than November 1 of each year, and whenever changes are imposed so that Buyer can provide such information to its customers.

(c) FCI does not directly purchase any conflict minerals from any source and endeavors not to purchase products that contain conflict minerals that directly or indirectly finance or benefit armed groups in the DRC or adjoining countries. FCI requires its Sellers to only source minerals from responsible sources. FCI fully understands the importance of this issue to its customers and is committed to supply chain initiatives and overall corporate social responsibility and sustainability efforts that work towards a conflict-free supply chain. We require all of our Sellers to likewise support these efforts and make information on the origin of their product components easily accessible on their websites or provide such information directly to FCI.

27. SAFETY.

If Seller, or a service provider, is required to perform work or deliver or receive goods while on Seller's premises they shall:

(a) Perform the work in a safe and responsible manner so as to prevent damage, injury, or loss to individuals, material, equipment, or any property owned by Buyer or a third party.

(b) Seller or a service provider assumes all responsibility for implementing and monitoring all applicable Environment, Health & Safety ("EHS") precautions and programs related to the performance of the work.

(c) If Buyer recognizes that Seller or a service provider has created or is exposed to an imminent danger or non-compliance condition, Buyer will suspend work immediately until safe conditions are re-established. Such work stoppages will be at the expense of Seller or the service provider.

(d) Buyer reserves the right to restrict or deny access to Buyer's premises to any Seller or service provider or their employee(s).