



CPC OPERATIONS LLC dba Communication Power Corp.
TERMS AND CONDITIONS OF PURCHASE

1. EXCLUSIVITY OF TERMS: Buyer hereby offers to purchase the goods ("Goods") and / or services ("Services") described on the face of the "Purchase Order". Acceptance is expressly limited to the terms and conditions set forth herein (the "Terms"). Any term or condition in any form which has been or, at any time, may be received by Buyer and which is inconsistent with, additional to, or different from these terms is hereby expressly objected to, rejected and shall not be applicable to the sale or shipment of Goods. Changes to these Terms or any Purchase Order or contract resulting therefrom not made in writing executed by Buyer's authorized contractual representation are invalid and any additional or conflicting terms proposed by Seller are rejected unless expressly agreed to in writing by Buyer. The accompanying Purchase Order and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Seller's general terms and conditions regardless of whether or when Seller has submitted its sales confirmation or such terms. This Agreement expressly limits Seller's acceptance to the terms of this Agreement.

2. ACCEPTANCE

Seller's acknowledgment of this Order, commencement of performance, or shipment of goods (whichever occurs first) shall constitute acceptance of this Order. Acceptance is strictly limited to the express terms contained herein.

3. QUANTITIES AND PRICES

Buyer's receiving count and records shall be final and binding for all shipments not accompanied by a valid packing slip. Buyer reserves the right to reject and return any quantities delivered in excess of quantities specified by a Purchase Order, or unauthorized partial shipments at Seller's sole risk and expense. If Seller delivers less than the specified quantity of Goods, Buyer may reject the entire Order and Seller shall promptly (i) refund all amounts paid for such Order (including expedited shipping for any replacement Goods); (ii) reimburse Buyer for all documented excess costs incurred as a result of such under-shipment; and (iii) at Buyer's option, correct such order or indemnify Buyer for the costs of obtaining substitute goods from a third-party. In addition to the foregoing, all refunds not received within 30 days of Buyer's rejection of such shipment of goods shall bear interest at the rate of One and one-half percent (1.5%) per month. Quantities delivered beyond those specified are not payable unless approved in writing. Prices are fixed unless otherwise agreed in writing.

4. DELIVERY

Time is of the essence. Seller shall deliver all Goods to the address specified in the Purchase Order (the "Delivery Point") during Buyer's normal business hours or as otherwise instructed by Buyer. Deliveries must strictly comply with agreed schedules. Seller shall notify Buyer immediately if delivery delays are anticipated, including cause and recovery plan. Buyers reserve the right to reject early or excess shipments, return such shipments at Seller's sole risk and expense and defer payment for early deliveries until scheduled delivery dates. Subject to Section 9, title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point. If delays occur, Buyer may require (a) expedited shipping at Seller's cost (b) production acceleration and/or (c) procurement from alternate sources with quantity reductions to Seller.

5. BUYER CHANGES

Buyer may issue written changes to specifications, drawings, or design, quantities or schedules, delivery method or location. Upon receipt, Seller shall notify Buyer of any impact on cost or schedule. No change shall be implemented without written authorization from Buyer. Equitable adjustments, if any, must be requested by Seller within 10 days of notice from Buyer of requested changes.

6. TERMINATION

Buyer may terminate any Purchase Order as follows:

6.1 For Convenience: Buyer may terminate all or part of a Purchase Order at any time. Buyer's liability is limited to payment for conforming goods delivered and accepted prior to termination.

6.2 For Default: Buyer may terminate a Purchase Order if Seller fails to deliver on time, fails to comply with contract requirements and/or fails to make progress, endangering performance if Seller does not cure such defect within 10 days following notice of such defect from Buyer.

6.3 Insolvency: Buyer may terminate immediately if Seller becomes insolvent, bankrupt, or ceases operations.

7. INDEMNIFICATION AND HOLD HARMLESS

Seller shall defend, indemnify, and hold harmless Buyer, its affiliates, customers, directors, officers, employees, agents, and representatives ("Indemnitees") from and against any and all claims, liabilities, damages, losses, penalties, and expenses (including attorneys' fees) arising out of or relating to (a) seller's breach of this Order (b) defective or nonconforming goods or services (c) acts or omissions of Seller or its subcontractors (d) injury to persons or property caused by Seller's performance (e) intellectual property infringement (see Section 17). This obligation applies regardless of whether such claims are based on negligence, strict liability, or other legal theory. Seller's obligations under this Section shall survive termination or expiration of this Order.

8. WARRANTIES

Seller expressly warrants that all Goods and Services provided under this Order shall (a) conform to all specifications, drawings, samples, or descriptions provided or approved by Buyer (b) be new, merchantable, and of good workmanship and material (c) be free from defects in design (unless Buyer provided the design), material, and workmanship (d) be fit for their intended purpose (where known to Seller) (e) comply with all applicable regulatory and safety requirements (f) be free of liens, claims, or encumbrances and (g) not infringe or misappropriate any third party's patent or other intellectual property rights. Seller warrants to Buyer that it shall perform any Services and produce all Goods using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under these Terms and any resulting Purchase Order. These warranties are in addition to all warranties implied by law and shall survive inspection, acceptance, and payment. In case of ambiguity in specifications or requirements, Seller shall not proceed without written clarification from Buyer. Buyer's written interpretation shall be final. Any applicable statute of limitations relating to the foregoing warranties shall run from the date of Buyer's discovery of the noncompliance of the Goods or Services with the foregoing warranties. If Buyer gives Seller notice of noncompliance pursuant to this Section, Seller shall, at its own cost and expense, promptly (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to Buyer, and, if applicable, (ii) correct or re-perform the applicable Services.

9. INSPECTION AND TESTING

All goods, materials, services, and workmanship are subject to inspection and testing by Buyer before and after delivery, notwithstanding prior payment or acceptance. Inspection or failure to inspect shall not relieve Seller of any responsibility or liability. Seller shall (a) provide Buyer and its representatives with full access to facilities, personnel, and records upon request (b) provide reasonable assistance for inspection and testing (c) bear all costs of nonconforming goods, including rework, return, and inspection costs. Rejected items may be returned at Seller's risk and expense or held pending Seller's instructions. Seller shall permit Buyer, Buyer customers, and applicable regulatory authorities, reasonable access to applicable facilities, records, and processes related to this Order for purposes of inspection, audit, or verification.

10. QUALITY MANAGEMENT & CONTROL

Seller shall maintain a documented quality management system compliant with ISO9001 where applicable to the supplied product or service, ISO 17025 for calibration and AS9100-compatible processes when required. Requirements contained herein apply as relevant to the type of product or service being procured. Buyer reserves the right to waive or modify requirements in writing based on risk, commodity type, prototype status, or service nature. Seller shall maintain appropriate inspection and process controls, use trained and qualified personnel, retain applicable quality records for minimum three (3) years unless otherwise specified, provide Certificates of Conformance when required and notify Buyer immediately upon discovery of nonconforming product previously delivered.

11. COUNTERFEIT PARTS PREVENTION

Seller shall maintain a counterfeit-prevention program and procure components only from OEM/OCM or Authorized distributors. Procurement from brokers is prohibited unless Buyer approves such brokers in writing. Buyer may revoke any such approval on written notice to Seller. Seller shall comply with DFARS 252.246-7007 at all times and shall provide written certification as to such compliance if requested by Buyer.

12. MATERIAL & REGULATORY COMPLIANCE

12.1 Conflict Minerals: Seller shall comply with all applicable conflict minerals laws and regulations, including, but not limited to, Section 1502 of the Dodd-Frank Act where applicable. Seller shall implement reasonable due diligence processes within its supply chain to identify the source and chain of custody of tantalum, tin, tungsten, gold, cobalt, mica, and other regulated minerals as applicable. Upon request, Seller shall provide current Responsible Minerals Initiative (RMI) Conflict Minerals Reporting Templates (CMRT) and any supporting declarations required by Buyer or Buyer's customers. Seller shall notify Buyer promptly if supplied products are determined to contain minerals sourced from conflict-affected or high-risk areas in violation of applicable requirements.

12.2 RoHS / REACH Compliance: Seller shall comply with all applicable environmental and material regulatory requirements, including but not limited to EU RoHS Directive 2011/65/EU and amendments, REACH Regulation EC No. 1907/2006, California Proposition 65, where applicable, any customer-specific restricted substance requirements identified by Buyer. Seller shall ensure that supplied products, materials, and packaging do not contain prohibited or restricted substances above allowable thresholds unless expressly approved in writing by Buyer. Upon request, Seller shall provide material declarations, Safety Data Sheets (SDS), Certificates of Compliance, REACH SVHC disclosures, RoHS compliance declarations, full material composition data

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when required by Buyer or Buyer's customer. Seller shall notify Buyer immediately upon becoming aware of changes in regulatory compliance status, newly declared SVHC substances, noncompliance affecting supplied products. Seller shall maintain records supporting compliance and traceability for a minimum of three (3) years unless otherwise specified by Buyer in writing.

13. PACKAGING, LABELING & SHIPMENT

Seller shall (a) Package goods to prevent damage (b) Ship via lowest appropriate cost unless otherwise specified by Buyer in writing (c) Include packing lists with PO number, item number, quantity, and box count. Labeling must include Buyer part number, Buyer PO number, Supplier name, Supplier part number, Description, Lot/date code and Quantity per package. Shelf-life items must have ≥75% shelf life remaining on delivery to Buyer unless approved by Buyer in writing.

14. SELLER CHANGES TO PRODUCT OR PROCESS

Seller must notify Buyer at least 45 days prior to any change affecting (a) form, fit, or function, (b) design, materials, or processes. An Engineering Change Request and First Article Report must accompany the notification.

15. CESSATION OF PRODUCTION

Seller shall provide 12 months' written notice prior to ceasing production of any supplied product, including affected parts, last-time-buy pricing and availability, warranty and repair support terms, recommended replacements. Seller bears all costs related to cessation.

16. RISK OF LOSS & LIMITATION OF LIABILITY

16.1 Risk of loss: Risk of loss remains with Seller until delivery to and acceptance by Buyer.

16.2 Limitation of Liability: Buyer is not liable for indirect, consequential, incidental, or punitive damages.

17. CERTIFICATE OF INSURANCE (COI) REQUIREMENTS

Seller shall maintain, at its own expense, insurance coverage with insurers rated A- or better by A.M. Best or equivalent with Minimum coverage as follows:

- Commercial General Liability: \$5,000,000 per occurrence
- Auto Liability: \$1,000,000 combined single limit
- Workers' Compensation: statutory
- Employer's Liability: \$1,000,000
- Products/Completed Operations Liability: included
- Professional Liability (if applicable): \$3,000,000

Additional requirements:

- Buyer shall be named as an Additional Insured on a primary and non-contributory basis on each of the foregoing policies
- Each such policy shall include an express waiver of subrogation in favor of Buyer
- Coverage shall include subcontractor activities

17.1 COI Submission Requirement: Seller shall provide a valid Certificate of Insurance (COI) upon renewal or policy changes and/or upon Buyer's request. Failure to maintain valid insurance or provide COI shall constitute material breach.

18. INTELLECTUAL PROPERTY INDEMNITY

Seller shall indemnify and hold harmless Buyer against any claims that Buyer's use or possession of the Goods or use of the Services infringes or misappropriates the patent, copyright, trade secret or other intellectual property rights of any third party. If use of any infringing product is enjoined, Seller shall, at Buyer's option (a) procure the right to continue use, or (b) replace with non-infringing goods, or (c) refund all amounts paid and remove the product. Seller shall ensure subcontractors provide equivalent IP indemnities. In no event shall Seller enter into any settlement without Buyer's prior written consent.

19. PROPERTY OF BUYER

All Buyer-furnished property remains the exclusive property of Buyer. Seller shall store and maintain such property separately, mark it as Buyer-owned, insure it for at least its replacement value, and use it solely for Buyer's work. Upon request, Seller shall return all Buyer-furnished property at its own expense and shall provide written certification as to such return.

19.1. Intellectual Property & Buyer Data: All Buyer-provided drawings, models, data, tooling, patents, copyrights, trademarks, trade dress and non-public intellectual property in whatever form and whether or not marked as confidential (collectively, the "Buyer IP") remain Buyer's sole and exclusive property and nothing contained herein shall confer any rights (via license or ownership) upon Seller with respect to such Buyer IP.

Seller shall not (i) use any Buyer IP for any reason other than to fulfill a Purchase order; (ii) disclose Buyer IP to unauthorized parties (including any third party), reverse engineer or replicate Buyer IP, produce or sell Buyer IP-derived products to third parties. Upon request or termination, Seller shall immediately return or destroy (at Buyer's election) all Buyer IP and certify in writing to such destruction. Improvements or derivative works created using Buyer IP shall automatically vest in Buyer. Seller shall implement reasonable administrative, physical, and technical safeguards to protect Buyer IP and shall notify Buyer within 72 hours of any suspected unauthorized access, disclosure, or cybersecurity incident affecting Buyer IP.



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20. CONFIDENTIALITY

Seller shall not disclose Buyer Confidential Information and shall use it solely for performance of this Order. Upon termination, Seller shall return or destroy all Confidential Information within 14 days, certified in writing. For the purposes of these Terms "Confidential Information" means all non-public, confidential or proprietary information of Buyer, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" and anything derived from the foregoing.

21. COMPLIANCE WITH LAWS

Seller shall comply with all applicable laws, including product safety and liability, environmental regulations, OSHA and workplace safety, labor and employment laws, export controls (ITAR/EAR), anti-corruption (FCPA, UK Bribery Act), data protection and privacy and Hazardous materials regulations. Seller must immediately notify Buyer of any actual or suspected non-compliance.

22. SUBCONTRACTORS

Seller remains fully responsible for all subcontractors. Seller shall (a) flow down all applicable terms of this Order (b) ensure subcontractors comply with warranty, quality, and indemnity obligations and (c) remain liable for all subcontracted work as if performed by Seller.

23. FORCE MAJEURE

Neither party shall be liable for delays caused by events beyond reasonable control, including acts of God, natural disasters, labor disputes, war, terrorism, epidemics, governmental actions, or transportation disruptions. Seller shall notify Buyer promptly and use all commercially reasonable methods to mitigate the impacts of such force majeure event.

24. ASSIGNMENT

Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under these Terms or any resulting Purchase Order without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Buyer may at any time assign or transfer any or all of its rights or obligations under this Agreement without Seller's prior written consent to any affiliate or to any person acquiring all or substantially all of Buyer's assets.

25. RELATIONSHIP TO THE PARTIES

The relationship between the parties is that of independent contractors. Nothing contained in these Terms shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

26. NO THIRD-PARTY BENEFICIARIES. These Terms and all resulting Purchase Orders are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

27. MISCELLANEOUS

- No waiver of rights shall be implied by delay or failure to enforce such rights.
- These Terms shall prevail over any conflicting Seller terms unless expressly agreed in writing by Buyer.
- Any disputes arising under this Order shall be resolved in the state or federal courts located in New York, and Seller consents to such jurisdiction and venue.
- Invalid provisions do not affect remaining terms.