

## The Terms and Conditions herein apply to the Ground and Navel Defense Group (GaND) of Exlar Corporation (Exlar)

### 1. HEADINGS NOT CONTROLLING/DEFINITIONS

- a) The headings of these Terms and Conditions of Sale are solely for organization and reference and shall not affect their interpretation. Where the Contract requires, items stated in the plural herein shall be deemed to mean the singular and vice versa.
- b) Definitions
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|------------------------|---|
| Buyer                  | Means the person, firm or company identified on the face of the Contract with whom Seller is Contracting.   |
| Conditions             | Means the standard terms and conditions making up the Contract and includes any special terms and conditions agreed in writing between Seller and the Buyer.  |
| Contract               | Means the contract, including Orders, between Seller and the Buyer for the sale of the Products upon the terms and conditions set forth herein and Seller's written acknowledgement of Order.   |
| Current Specifications | Includes all written statements by Seller including without limitation statements appearing in Seller's marketing literature, packaging, operating instructions and technical specifications, and relating to the Products including without limitation their storage, installation, suggested use, operation and maintenance. All such statements are given by Seller in good faith as to their accuracy at the date appearing on this Contract. |
| Products               | Means the products (including without limitation (i) any installment of the products or (ii) some or all the Products and in the case of installment some or all the Products in that installment) which Seller agrees to supply under the Order.   |
| Order                  | Means any order sent to Seller for the supply of Seller's Products that will be accepted entirely at the discretion of Seller and if so, accepted will only be accepted upon these Conditions and by means of Seller's Acknowledgement of Order. Each Order that is so accepted shall constitute an individually legally binding Contract between Seller and the Buyer.   |
| Seller                 | Means Exlar GaND as identified on the written acknowledgement of Order.   |

### 2. APPLICABILITY/ACCETANCE OF TERMS/ENTIRE AGREEMENT

Seller's written acceptance of Buyer's offer to purchase is made only on the express understanding and condition that THESE TERMS AND CONDITIONS SHALL TAKE PRECEDENCE OVER ANY TERMS AND CONDITIONS WHICH APPEAR IN BUYER'S ORDER OR IN ANY DOCUMENTS INCORPORATED BY REFERENCE IN BUYER'S ORDER, regardless of whether the Buyer accepts these Terms and Conditions by a written acknowledgment, by implication, or by retention of or payment for Products ordered hereunder.

- a) Incorporation
- These Terms and Conditions, together with Seller's written acceptance of order, constitute the only terms and conditions on which Seller is prepared to deal with the Buyer and shall govern the Contract overriding any and all conflicting and supplementary terms or conditions referred to or contained in any Order or other documents or correspondence. No addition, alteration or substitution of these Terms and Conditions will bind Seller or form part of any Contract unless they are expressly accepted in writing by a person authorized to sign on Seller's behalf. Acceptance of conditions referred to or contained in any Order, acceptance of quotation or otherwise brought to the notice of Seller by the Buyer and superseding all and any prior promises, representations, undertakings or implications.
- b) Variation
- No variation to these Terms and Conditions or Seller's written acknowledgement of Order however made (whether by representation, arrangements, understandings, agreements or otherwise) shall be binding on Seller unless such variation is in writing and signed on behalf of Seller by a duly authorized representative.

- c) Orders
  - a. All Orders placed by the Buyer must:
    - i. Be numbered;
    - ii. Specify the address where the Products are to be delivered ("the place of delivery");
    - iii. If a US government mandated DPAS order, must identify the appropriate DPAS rating for each order line item per FAR/DFAR.
  - d) Buyer acknowledges that:
    - i. Curtiss-Wright Corporation has posted a copy of Curtiss-Wright Corporate Policy No. 1A, "Code of Conduct – Supplier and Customers December 2014" on the world wide web at:  
<http://www.curtisswright.com/investors/corporate-governance/code-of-conduct/default.aspx>
    - ii. Buyer has reviewed a copy of the policy; and
    - iii. Buyer agrees to comply with the provisions of the policy.

### 3. CANCELLATION/TERMINATION

- a) Buyer has no right to cancel this Order, in whole or in part, absent the prior written agreement of Seller. Custom products and end-of-life last time buys are non-cancelable. Cancellation of Orders for Standard Products is permitted only if written notice of cancellation is delivered to Seller at least thirty (30) days before the initially scheduled delivery date. Cancelable Orders may be canceled by Buyer only upon payment of reasonable cancellation charges, which shall include but not be limited to expenses already incurred for labor and material costs, overhead, commitments made by Seller, and a reasonable profit. If Buyer terminates or cancels an Order without Seller's written agreement, Buyer shall be liable for all unpaid charges and sums due to Seller and will pay to Seller for all damage and will reimburse all costs including reasonable attorney's fees and costs, suffered or incurred by Seller as a result of the breach by the Buyer of its obligations under the Contract, including any incidental, exemplary, indirect, special, or consequential damages. The remedies provided herein shall be in addition to all other means and remedies available to Seller. If the Order is for Products made for use under a United States Government contract, only those applicable terms and conditions that are required to be included by the Federal Acquisition Regulation and the Department of Defense Supplement (FAR/DFAR) shall apply.
- b) Without prejudice to any other right or remedy available to Seller, Seller shall be entitled to terminate this Contract or suspend any further deliveries under it without liability to the Buyer by giving written notice to the Buyer where:
  - a. The Buyer fails to pay when due any sum payable under the Contract;
  - b. The Buyer fails to observe or perform any of the provisions of the Contract
  - c. The Buyer makes any voluntary arrangement with its creditors or becomes bankrupt or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction);
  - d. An encumbrancer takes possession, a receiver is appointed, of any of the property or assets of the Buyer;
  - e. The Buyer ceases, or threatens to cease, to carry on business; or
  - f. Seller reasonably **APPREHENDS** that any of the events listed in (iii) to (v) above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

### 4. RESCHEDULES

- a) Buyer may be entitled to reschedule a Product shipment not more than once, and only if Buyer gives at least thirty (30) days written notice of such reschedule and the rescheduled shipment date is no later than thirty (30) days after the originally scheduled delivery date for Custom Product, and no later than sixty (60) days after the originally scheduled delivery date for Standard Product.
- b) For Custom Product, if Buyer requests a reschedule longer than thirty (30) days and less than four (4) months, Buyer will be charged a reschedule fee of 15% of the value of the rescheduled item(s), which shall be reflected in an Order amendment to document Seller's approval of the reschedule.

### 5. PRICES AND PAYMENTS

After formal credit approval, payment terms are net thirty (30) days from the date of invoice, unless otherwise specified in the Seller quotation. Otherwise, terms are cash in advance. Buyer shall pay interest on amounts not paid when due, at the rate of 2% per month. Seller may suspend further deliveries to Buyer until all sums overdue from the Buyer have been paid. Remittances must be made to the address on the invoice. Transportation and installation costs are the sole responsibility of Buyer.

















