

TERMS AND CONDITIONS – Foreign Subcontract Under Commercial Contract

1. GENERAL/ACCEPTANCE:

This Purchase Order (which term shall be deemed to include plans, specifications, regulations, and other documents only to the extent that any of the same are incorporated by reference) contains the entire agreement of the parties and expressly limits acceptance to the terms stated herein. Any additional or different terms proposed by the seller are objected to and are hereby rejected unless the same shall be accepted in writing by buyer. Failure of any party to enforce its rights under this Purchase Order shall not constitute a waiver of such rights or of any other rights under this Purchase Order or otherwise.

2. ARBITRATION:

All disputes, claims or controversies arising under or in connection with this Purchase Order and its interpretation or performance, including the validity, scope and enforceability of this Article, and which are not otherwise settled by the parties, shall be settled by arbitration. The arbitration shall be held in New York, New York, and shall be conducted in accordance with the "Rules of Conciliation and Arbitration of the International Chamber of Commerce" in effect at the time the proceedings begin. In the event of conflict between such rules and the provisions of this Article, such rules shall apply. The arbitration proceedings and all communications relating thereto shall be in English. The arbitration shall be conducted by a panel of three (3) arbitrators, one of whom shall be named by each party. The third arbitrator who shall act as Chairman shall be determined in accordance with the applicable "Rules of Conciliation and Arbitration of the International Chamber of Commerce". The arbitrators shall decide each issue presented to them in writing and by a majority vote.

All information relating to or disclosed by either party in connection with the arbitration of any dispute relating to this Purchase Order shall be treated by the parties, the representatives of the parties, and the arbitration panel as confidential business information.

Such information shall not be disclosed by either party without the prior written authorization of the party furnishing such information in connection with the arbitration proceedings. Such information shall not be disclosed by the arbitrators without the prior written authorization of both parties. The arbitrators shall divide all costs incurred in conducting the arbitration in the final award in accordance with what they deem just and equitable under the circumstances.

Each party shall bear the burden of its own counsel fees incurred in connection with the arbitration proceedings under this Purchase Order. The decision of the arbitrators shall be final and binding. Any award made by the arbitrators shall be the sole and exclusive remedy of the parties. The parties hereto hereby waive any and all rights to a judicial review of the arbitrators' decision and any award included therein. Judgment upon the award returned by the arbitrators may be entered in the United States District Court for the Southern District of New York or application may be made to such court for a judicial

acceptance of the award and an order of enforcement, as the case may be. Any legal action arising out of this Contract, including the enforcement of any decision and award of the arbitrators shall be brought in the United States District Court for the Southern District of New York. Both parties hereby agree to exclusive jurisdiction of such court and submit to same. Unless otherwise directed by Buyer pending the final disposition of any dispute hereunder, Seller shall proceed diligently with the performance of this Purchase Order or any change hereto in accordance with the decision and instructions of Buyer, provided that Buyer shall pay Seller the amount due in accordance with this Purchase Order, subject to final disposition of the dispute.

3. ASSIGNMENT:

This Purchase Order shall be binding and inure to the benefit of the parties hereto and their respective successors and assigns. Neither party shall assign its rights and/or obligations under this Purchase Order without the prior written consent of the other party, provided, however, that Buyer may, at its sole option, assign its rights and/or obligations under this Purchase Order to any affiliate or wholly-owned subsidiary. Buyer shall be entitled to the right of set-off against any amounts payable under this Purchase Order.

4. BUYER FURNISHED PROPERTY:

If in connection with the performance of this Purchase Order any property is furnished to Seller by Buyer, the Seller shall assume the risk of, and be responsible for, any loss destruction of or damage to the property while in the Seller's possession or control, except to the extent that this Purchase Order, with the prior approval of the Buyer, provides for relief of the Seller from such liability. In the absence of such approval the Seller shall return all such property in as good a condition as when received, except for reasonable wear and tear caused by the utilization of such property in accordance with the provisions of this Purchase Order. Buyer shall have the right to enter Seller's premises during normal working hours to inspect its property. Seller shall maintain all buyer furnished property at Seller's expense. Seller shall institute or have in place a property control system approved by Buyer.

5. CHANGES AND MODIFICATIONS:

Buyer may at anytime, by written notice, make changes or additions within the general scope of this Purchase Order in or to drawings, specifications, instructions for work, terms of service, method of shipment, packing, or place of delivery. If any such changes cause an increase or decrease in the cost of, or the time required for, performance of this Purchase Order, Seller shall notify Buyer in writing immediately and an equitable adjustment in the price or time or both will be negotiated and a written modification will be made to this Purchase Order. Any claim by Seller must be asserted in writing within fifteen (15) days after receipt of notice. Nothing contained in this paragraph shall excuse Seller from proceeding with this Purchase Order as changed.

Any change or modification to the provisions of this Purchase Order shall be set forth in writing signed by both

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parties. Modifications and changes may only be authorized by the Buyer's Purchasing Agent or his authorized representative.

6. CHOICE OF LAW:

The performance and interpretation of this Purchase Order shall be governed by the law of the State of New York, U.S.A., except its rules in regard to conflict of laws.

7. COMPLIANCE WITH LAWS AND REGULATIONS:

To the extent they do not contradict the statutes, laws, regulations and administrative acts of the United States Government, the Seller shall abide by and comply with all laws and regulations of any country having jurisdiction pertaining to the provisions hereunder and shall hold Buyer harmless from any loss or damage arising from the failure of the Seller to do so.

8. DEFAULT:

If the Seller fails to make delivery of the supplies or perform the services within the time specified in this Purchase Order, or any extension thereof, or fails to make progress so as to endanger performance of this Purchase Order, and fails to cure said failure to make progress within thirty (30) days after cure notice has been delivered, the Buyer may terminate this Purchase Order and Seller shall pay to Buyer any excess cost for Buyer's procurement of such supplies or services. The Seller shall not be liable for excess cost if the failure to perform arises out of causes beyond the Seller's control in accordance with the article entitled Force Majeure.

9. DEFECTIVE WORK

Buyer, notwithstanding any prior acceptance, at its option, may reject or require prompt correction (in place or elsewhere) or any supplies which are defective in material or workmanship or otherwise fail to meet the requirements of this purchase order. All supplies furnished under this purchase order shall be subject to inspection at destination, notwithstanding any previous source inspection, and Seller shall be given notice of any defects, other than latent defects, within a reasonable time after receipt of the supplies and all records (such as affidavits, test reports, drawings, etc.) required to be furnished therewith. Buyer may, in addition to any rights it may have by law, prepare for shipment and ship the supplies to Seller, require Seller to remove them, direct their correction in place or, with authorization by Seller, correct them, and the expense of any such action, including transportation both ways, if any, shall be borne by Seller. If Seller fails promptly to remove such supplies and to proceed promptly to replace or correct them, Buyer may replace or correct supplies at the expense of Seller, including any excess cost. Seller shall not again tender rejected or corrected supplies unless Seller discloses the former tender and rejection or requirement of correction.

10. DELIVERY TERMS:

Time is of the essence of this Purchase Order. Unless otherwise provided in this purchase order, delivery in whole or in part shall not be made more than 10 days prior to required delivery dates. Buyer may return earlier deliveries at Seller's risk and expense. Seller shall comply

with the delivery schedule but shall not make material or production commitments in advance of such time as the Seller reasonably believes necessary to meet the schedule without prior written approval by Buyer. Representatives of Buyer shall at all reasonable times have access to Seller's plant for the purpose of assuring delivery in accordance with the schedule.

11. FORCE MAJEURE:

Seller shall not be liable for delays in manufacturing or delivery resulting from any circumstances beyond Seller's reasonable control not occasioned by Seller's fault or negligence or due to compliance with any sovereign decrees, orders, acts instructions or priority requests of any Federal, State, or Municipal Government or any department or agency thereof, civil or military, acts of God, acts or failures to act of the Buyer, fires, floods, strikes, lockouts, embargoes or wars. Upon the happening of any circumstances or causes aforesaid, the Seller shall notify the Buyer without delay and any relief granted to the Seller shall be limited to an extension of delivery dates or times of performance to the extent caused thereby.

12. INDEMNITY:

If Seller in connection with the performance of this Purchase Order shall send any of its agents or employees onto premises owned or controlled by Buyer, Seller shall provide safety protection for persons and indemnify and save harmless Buyer from and against any and all liabilities and losses whatsoever, whether resulting from or contributed to by negligence of Buyer, including without limitation, costs and expenses in connection therewith, on account or by reason of injury to, or death, of any person whosever or loss of or damage to any property whatsoever suffered or sustained in the course of or in connection with the performance of this Purchase Order. Buyer, at its option, may require Seller to furnish evidence of insurance reasonably satisfactory to Buyer covering the liabilities and indemnification provided above. Acceptance of such evidence by Buyer shall not be deemed a waiver or release of such liabilities or duty to indemnify.

13. INSPECTION AND ACCEPTANCE:

Buyer may inspect and test material, work in progress and supplies at all times and places, during manufacture and otherwise. If inspection and test are made on Seller's premises, Seller, without additional charge, shall provide reasonable facilities and assistance for the safety and convenience of the inspectors in performing their duties. Inspections and tests by Buyer shall be performed in such manner as not to unduly delay the work. Buyer may charge to Seller any additional cost of inspection and test when material, work, or supplies are not ready at the time such inspection and test is requested by Seller. In case of rejection, Buyer shall not be liable for any reduction in value of samples used in connection with such inspection or test. The Seller shall maintain a quality control and inspection system acceptable to the Buyer. Except as otherwise agreed in writing, all shipments and supplies furnished under this Purchase Order shall be subject to final inspection and acceptance by Buyer at destination notwithstanding any previous inspection or acceptance at the source of manufacture.

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14. INTELLECTUAL PROPERTY INDEMNITY:

Seller shall indemnify and hold harmless the Buyer and its officers, agents, and employees from and against any and all liability, including costs and expenses, for infringement of any patent, copyright, trademark or other intellectual property arising out of performance under this Purchase Order. Buyer shall inform Seller as soon as practicable of any suit or claim alleging such infringement and shall give Seller such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof.

Such indemnity shall not apply if: (1) the infringement results from compliance with specific written instructions of Buyer directing a change in the supplies or services to be delivered or in the materials or equipment to be used, or directing a manner of performance of this Purchase Order not normally used by Seller; (2) an infringement resulting from addition to, or change in, such supplies or components furnished, which addition or change was made subsequent to delivery or performance by Seller; (3) a claimed infringement is settled without the consent of the Seller, unless required by final decree of a court of competent jurisdiction.

15. INVOICE AND PAYMENT:

Payment shall be made after the last of the following to occur as may be applicable: (1) completion of services, (2) receipt of material, (3) receipt of correct invoices and shipping documents. Invoices and documents must reference the Purchase Order number.

16. LANGUAGE:

Unless otherwise agreed to in this Purchase Order, all documentation, handbooks, labels, identification markers, drawings, letters, and communications of any kind will be presented in the English language in accordance with American custom and usage.

17. NEWS OR ADVERTISING RELEASE

No news release in any way relating to Buyer or Seller concerning the purchase order shall be made by either party to any news media or the general public without prior approval of the other party. The parties agree that in the event a news release is so approved and made, such news release will recognize the Buyer and Seller.

18. ORDER OF PRECEDENCE:

The various documents constituting this Purchase Order shall, insofar as is possible, be so interpreted as to be consistent with one another. In the event that a conflict or ambiguity arises in the interpretation of this Purchase Order, said conflict or ambiguity shall be resolved in accordance with the following order of precedence, with the first listed item having a higher precedence than latter listed items:

(a) Schedule A, (b) Type Purchase Form, (c) Statement of Work, (d) Northrop Grumman P351-12, (e) Representations and Certifications Incorporated by the Schedule A (Forms other than P351-12), (f) Specification, (g) Drawing(s).

19. PROPERTY RIGHTS

Seller agrees to make prompt and complete disclosure to buyer of all inventions and disclosures made or conceived as a result of work performed under this Purchase Order. Seller agrees to keep necessary records supporting such inventions and discoveries and will furnish to Buyer upon request all such records.

Any invention, discovery, proprietary information, maskwork, software, system, data, or report resulting from the work performed under this Purchase Order shall be the sole property of the Buyer. All patents, copyrights, trade secrets, trademarks, maskworks or other intellectual property resulting from work under this Purchase Order shall be the sole property of Buyer. Buyer shall have the full right to use such property in any manner without any claim on the part of the Seller and without any duty to account to the Seller for such use. Seller agrees to assign to Buyer any patent or patent application resulting from work performed under this Purchase Order, and to provide reasonable support for the Buyer's prosecution of such patent application.

The parties agree that any original work of authorship created under this Purchase Order is a work made for hire for purposes of copyright ownership. To whatever extent the Seller has any interest in any original work of authorship created under this Purchase Order, Seller agrees to assign and hereby assigns its entire interest in such work to Buyer, including all rights to derivative works.

This Purchase Order does not confer or grant, in any manner whatsoever, any license or right under any patent, trademark, trade secret, maskwork, copyright or other intellectual property right held by Buyer, unless specifically set forth in the body of the Purchase Order.

20. PROTECTION OF INFORMATION:

Trade secrets and proprietary information of Buyer (hereinafter collectively referred to as "Information") shall mean information disclosed to Seller by Buyer or developed by Seller in connection with this Purchase Order which is either identified to Seller as being proprietary to Buyer or which is information that a reasonable person would understand to be such Information. Examples of Information include, but are not limited to, customer lists, pricing policies, market analyses, business plans or programs, software, specifications, manuals, print-outs, notes and annotations, performance data, drawings, photographs, and engineering, manufacturing or technical information related to Buyer's products and services, as well as duplicates or copies thereof. Information shall not mean any information previously known to Seller without obligation of confidence, or which becomes publicly disclosed, or which is rightfully received by Seller from a third party without obligation of confidence.

Information furnished to Seller shall remain Buyer's proprietary property, shall be duplicated only as authorized in writing by Buyer, and shall be returned to Buyer upon request or when no longer required for the performance of this purchase order. Seller shall not disclose Information

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to any third party, and shall take all reasonable precautions to prevent the disclosure of Information to third parties, including any foreign national, firm, or country, and foreign nationals employed by or associated with Seller's company except as specifically authorized by the Buyer. Seller shall comply with all applicable government security regulations, and access to such Information as may contain classified information shall be restricted accordingly.

Data and information provided by Seller shall be considered proprietary only when marked as proprietary. Seller's proprietary data and information will be used by Buyer only upon approval of Seller. Buyer may use unmarked Seller's data and information for any purpose.

Seller agrees not to use Information to develop any product, service or system beyond the scope of this order and not to sell anything developed from Information and not to support any third party in the development of any product, service or system using the Information.

21. RESPONSIBILITY FOR SUPPLIES

Except as specifically otherwise provided in this purchase order, Seller shall be responsible for supplies meeting the requirements of this purchase order until final inspection and acceptance thereof by Buyer and shall bear all risks as to rejected supplies or supplies requiring correction after notice of rejection notwithstanding any prior acceptance.

22. QUANTITY:

Buyer need not accept any variation in quantity except as specified in this Purchase Order. Overshipments may be returned to seller at seller's expense, which shall include a reasonable cost for the buyer's handling, or be retained by the buyer at no increase in price. To the extent that supplies covered by this Purchase Order are produced in accordance with drawings or specifications which are proprietary to buyer or to buyer's customer, seller shall not manufacture or retain for the purpose of display, or otherwise, any more such supplies, or parts therefore, than are required to be delivered under this Purchase Order. Any such excess supplies, or parts therefor, shall be delivered free of charge to buyer at the designated delivery point at seller's risk and expense, or destroyed and certified of same unless otherwise agreed in writing.

23. SUBCONTRACTING:

Seller shall not subcontract all or substantially all work on any article to be supplied under this Purchase Order without prior written approval of buyer. This provision shall not apply to purchases of standard commercial articles or raw materials including castings, forgings, and rough welded structures on which seller will perform further work.

24. SUBSTITUTIONS:

Seller shall not substitute materials or accessories without written consent of buyer.

25. TAXES AND DUTIES:

All taxes, including but not limited to, levies, surcharges, import taxes, export taxes, duties, tariffs, surcharges and social benefit fees imposed on Buyer and/or its employees by any authority of any country arising out of or related to the work or services performed by Seller hereunder, including transportation associated therewith shall be solely for the account of and shall be paid by Seller. Seller shall indemnify and hold Buyer harmless from the payment of such taxes, and Buyer may deduct the amount of any such taxes paid by Buyer from any amounts due Seller.

The Purchase Order price shall include all applicable taxes and duties. Such taxes and duties, if any, shall be separately itemized on the invoice.

26. TERMINATION:

This Purchase Order and any and all rights granted and obligations assumed hereby may be terminated by the Buyer giving thirty (30) days written notice to the Seller. Upon receipt of a notice of termination and except as otherwise mutually agreed, Seller shall;

A. Stop work under this Purchase Order on the effective date of the Notice of Termination; and

B. Submit a termination claim within six (6) months after the effective date of the termination notice incorporating all claims of Seller. The amount to which Seller shall be entitled upon complete termination of this Purchase Order shall be determined by the parties hereto as being a fair and reasonable amount for the effort performed prior to the date of termination including an allowance for settlement expenses and profit with respect to the terminated portion. In the event payment has been made by Buyer in excess of the amount determined as being the entitlement of Seller under the provisions of this article, Seller shall repay such excess amounts. Buyer may deduct as a set off, any amounts due Buyer from Seller from the amount to be paid Seller on other open Purchase Orders.

In the event payments made by Buyer are less than the amount determined as being the entitlement of Seller under the provisions of this article, Buyer shall pay to Seller such difference between the amount so paid and the total amount determined to be due Seller in accordance with this article.

Notwithstanding the foregoing, the parties hereto may mutually agree to a partial termination of the Purchase Order provided such agreement: (1) equitably revises the price for work remaining to be performed by Seller thereafter; (2) equitably revises all such other rights requirements, risks, obligations and/or responsibilities as may be affected by such partial termination; and (3) is evidenced by a formal modification to this Purchase Order signed by both parties.

Buyer's total liability to Seller for any termination pursuant to this clause shall not exceed the purchase price of the supplies, goods, or services to which such termination

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applies. Further, Seller shall have no claim against Buyer for loss of anticipated profits or consequential damages suffered by reason of such termination.

27. TITLE AND RISK OF LOSS:

Title to items shall pass to the Buyer upon receipt of items by Buyer. In the event of advance or progress payments, the Buyer shall have a lien on the equipment or units in process to the extent payment has been made for same. All items shall be delivered free and clear of any liens or claims.

28. WARRANTY:

The Seller warrants that all supplies furnished under this Purchase Order shall be free from defects in workmanship and material, shall conform to the requirements of this Purchase Order, and shall be fit and sufficient for the purposes of the Buyer. The Seller shall, at no expense to the Buyer or its Customer, correct any failure to fulfill this warranty.

Seller warrants that supplies/services provided under this Purchase Order shall not infringe upon the rights of any third party, and that Seller is subject to no agreement which in any manner would interfere with Buyer's property rights as described in Paragraph entitled Property Rights

29. STANDARD OFFSET/COUNTERTRADE CLAUSE

The total value of this purchase order is to be applied as offset credit in support of any present or future offset obligations, in Seller's country, of the Northrop Grumman Corporation, its subsidiaries and affiliates. Northrop Grumman shall have the right to assign, sell, or otherwise transfer such credits to third parties of its choice to be used in meeting the offset obligations of said third parties.