STANDARD TERMS AND CONDITIONS

CNC

6942 E Elliot Rd
Mesa, AZ 85212

1. ACCEPTANCE OF CONTRACT/TERMS AND CONDITIONS

(a) This Contract integrates, merges, and supersedes all prior offers, negotiations, and agreements concerning the subject matter hereof and constitutes the entire agreement between the parties.

(b) SELLER's acknowledgment, acceptance of payment, or commencement of performance, shall constitute SELLER's unqualified acceptance of this Contract.

(c) Unless expressly accepted in writing by a FALCON CNC LLC Authorized Representative, additional or differing terms or conditions proposed by SELLER or provided by SELLER are rejected by FALCON CNC LLC and have no effect.

2. APPLICABLE LAWS

(a) (1) This Contract shall be governed by and construed in accordance with the laws of Arizona, without regard to its conflicts of laws provisions, except that:

(2) any provision in this Contract that is (i) incorporated in full text or by reference from the FAR; or (ii) incorporated in full text or by reference from any agency regulation that implements or supplements the FAR or; (iii) substantially based on any such agency regulation or FAR provision, shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contracts appeals, and quasi-judicial agencies of the federal Government.

(b) (1) SELLER, in the performance of this Contract, agrees to comply with all applicable local, state, and federal laws, orders, rules, regulations, and ordinances. SELLER shall procure all licenses/permits, and pay all fees, and other required charges, and shall comply with all applicable guidelines and directives of any local, state, and/or federal governmental authority.

(2) If, as a result of any violation of applicable laws, orders, rules, regulations, or ordinances by SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier: (i) FALCON CNC LLC's contract price or fee is reduced; (ii) FALCON CNC LLC's costs are determined to be unallowable; (iii) any fines, penalties, or interest are assessed on FALCON CNC LLC; or (iv) FALCON CNC LLC incurs any other costs or damages; FALCON CNC LLC may make a reduction of corresponding amounts (in whole or in part) owed under this Contract or any other contract with SELLER, and/or may demand payment (in whole or in part) of the corresponding amounts. SELLER shall promptly pay amounts so demanded.

(c) SELLER shall provide to FALCON CNC LLC with each delivery any Safety Data Sheet applicable to the Work in conformance with and containing such information as required by the Occupational Safety and Health Act of 1970 and regulations promulgated thereunder or its State approved counterpart.

(d) FALCON CNC LLC and SELLER shall abide by the requirements of 41 CFR 60- 1.4(A), 60-300.5(A) AND 60-741.5(A). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

(d) The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

3. ASSIGNMENT

Any assignment of SELLER's Contract rights or delegation of SELLER's duties shall be void, unless prior written consent is given by a FALCON CNC LLC Authorized Representative in Falcon CNC LLC's sole discretion. Nevertheless, SELLER may assign rights to be paid amounts due, or to become due, to a financing institution if FALCON CNC LLC is promptly furnished a signed copy of such assignment reasonably in advance of the due date for payment of any such amounts. Amounts assigned shall be subject to setoff or recoupment for any present or future claims of FALCON CNC LLC against SELLER. FALCON CNC LLC shall have the right to make settlements and/or adjustments in price without notice to any assignee financing institution. Notwithstanding the above, either party may assign, delegate or otherwise transfer this Contract, or any rights or obligations under this Contract, to any successor by way of merger, acquisition or sale of all or substantially all of the assets relating to the performance of this Contract. FALCON CNC LLC may also assign, delegate or otherwise transfer this Contract, or any rights or obligations under this Contract, to any entity that directly or indirectly controls, is controlled by, or is under common control with FALCON CNC LLC.

4. CHANGES

(a) A FALCON CNC LLC Authorized Representative may at any time, by written notice, and without notice to sureties or assignees, make changes within the general scope of this Contract in any one or more of the following: (i) drawings, designs, or specifications; (ii) method of shipping or packing; (iii) place of inspection, acceptance, or point of delivery; and (iv) delivery schedule.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of this Contract, FALCON CNC LLC shall make an equitable adjustment in the Contract price and/or delivery schedule, and modify this Contract accordingly. Changes to the delivery schedule will be subject to a price adjustment only.

(c) SELLER must assert its right to an equitable adjustment under this clause within fifteen (15) days from the date of receipt of the written change order from FALCON CNC LLC.

(d) Failure to agree to any adjustment shall be resolved in accordance with the "Disputes" clause of this Contract. However, nothing contained in this "Changes" clause shall excuse SELLER from proceeding without delay in the performance of this Contract as changed.

5. COMMUNICATION WITH FALCON CNC LLC CUSTOMER

FALCON CNC LLC shall be solely responsible for all liaison and coordination with the FALCON CNC LLC customer, including the U.S. Government, as it affects the applicable prime contract, this Contract, and any related contract, unless a FALCON CNC LLC Authorized Representative expressly authorizes SELLER to communicate with the FALCON CNC LLC customer.

6. CONTRACT DIRECTION

(a) Only a FALCON CNC LLC Authorized Representative has authority on behalf of FALCON CNC LLC to make changes to this Contract. All amendments must be identified as such in writing and executed by the parties.

(b) FALCON CNC LLC engineering and technical personnel may from time to time render assistance or give technical advice or discuss or affect an exchange of information with SELLER's personnel concerning the Work hereunder. No such action shall be deemed to be a change under the "Changes" clause of this Contract and shall not be the basis for equitable adjustment.

(c) Except as otherwise provided herein, all notices to be furnished by the SELLER shall be in writing and sent to a FALCON CNC LLC Authorized Representative. SELLER shall provide a copy of any legal notices to

FALCON CNC LLC's Legal Department at: Falcon CNC LLC, Attn: General Counsel, 6942 E Elliot Rd, Mesa, AZ 85212.

(d) FALCON CNC LLC may provide any written notice under this Contract through an electronic data interface system, such as an online supplier portal.

7. DEFAULT

(a) FALCON CNC LLC, by written notice, may terminate this Contract for default, in whole or in part, if SELLER (i) fails to comply with any of the terms of this Contract; (ii) fails to make progress so as to endanger performance of this Contract; (iii) fails to provide adequate assurance of future performance; (iv) violates the terms of Section 21 with respect to use of FALCON CNC LLC's intellectual property; (v) defaults on a material term of any other agreement to which the FALCON CNC LLC and SELLER are parties, which event of default under any such other agreement is not cured after any required notice and/or cure period; (vi) files or has filed against it a petition in bankruptcy; or (vii) becomes insolvent or suffers a material adverse change in financial condition. SELLER shall have ten (10) days (or such longer period as FALCON CNC LLC may authorize in writing) to cure any such failure after receipt of notice from FALCON CNC LLC. Default involving delivery schedule delays, bankruptcy or adverse change in financial condition shall not be subject to the cure provision.

(b) Following a termination for default of this Contract, SELLER shall be compensated only for Work actually delivered and accepted. FALCON CNC LLC may require SELLER to deliver to FALCON CNC LLC any supplies and materials, manufacturing materials, and manufacturing drawings that SELLER has produced or acquired for this Contract. FALCON CNC LLC and SELLER shall agree on the amount of payment for these other deliverables, unless they have previously been paid for by FALCON CNC LLC.

(c) Upon the occurrence and during the continuation of a default, FALCON CNC LLC may exercise any and all rights and remedies available to it under applicable law and equity, including without limitation, cancellation of this Contract. If after termination for default under this Contract, it is determined that SELLER was not in default, such termination shall be deemed a termination for convenience.

(d) SELLER shall continue all Work not terminated or cancelled.

8. DEFINITIONS

The following terms shall have the meanings set forth below:

(a) "Contract" means the instrument of contracting, such as "Purchase Order", "PO", "Subcontract", or other such type designation, including these Standard Terms and Conditions, all referenced documents, exhibits and attachments.

(b) "FAR" means the Federal Acquisition Regulation, issued as Chapter 1 of Title 48, Code of Federal Regulations.

(c) "Lead Time" means the minimum time agreed upon by FALCON CNC LLC and SELLER that a Purchase Order must be placed so that the SELLER shall deliver by the delivery date, or if not so agreed, the shortest amount of time required by a typical supplier in the relevant industry to perform the Work.

(d) "FALCON CNC LLC" means Falcon CNC LLC, acting through its companies or business units as identified on the face of this Contract. If a subsidiary or affiliate of FALCON CNC LLC is identified on the face of this Contract, then "FALCON CNC LLC" means that subsidiary or affiliate.

(e) "FALCON CNC LLC Authorized Representative" means a person specifically authorized by FALCON CNC LLC to administer and/or execute this Contract or an individual holding one of the following positions at FALCON CNC LLC: CEO, President, Vice President, Director of Finance, or Contracts Officer.

(f) "SELLER" means the party identified on the face of this Contract with whom FALCON CNC LLC is contracting.

(g) "Work" means all required labor, articles, materials, supplies, goods, and services constituting the subject matter of this Contract.

9. DISPUTES

(a) All disputes and controversies arising out of this Contract including the existence, construction, validity, interpretation, performance, nonperformance, enforcement or breach of any provision, shall be settled by mediation and, if necessary, arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The parties agree to submit any dispute or controversy to binding arbitration before one (1) impartial arbitrator selected by AAA with costs to be borne equally by the parties. The federal rules of civil procedure shall apply, including with respect to depositions, with respect to the arbitration.

(b) Any arbitration hearings shall take place in the Phoenix, Arizona metropolitan area. The findings of the arbitrators shall be final and binding upon the parties. Any award of arbitration may include attorneys' fees and costs, including but not limited to expert witness fees, payable to the prevailing Party in the arbitration, as determined by the arbitrators.

(c) Until final resolution of any dispute hereunder, SELLER shall diligently proceed with the performance of this Contract as directed by FALCON CNC LLC.

10. ELECTRONIC CONTRACTING

The parties agree that if this Contract is transmitted electronically neither party shall contest the validity of this Contract, or any acknowledgement thereof, on the basis that this Contract or acknowledgement contains an electronic signature.

11. INTERNATIONAL TRADE CONTROLS

(a) SELLER agrees to comply with all applicable International Trade Controls. For purposes of this Contract, International Trade Controls mean export control, economic sanctions, anti-corruption, antiboycott, and import laws and regulations, including, but not limited to, the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120-130); the Export Administration Regulations (EAR) (15 C.F.R. §§ 730-774); economic sanctions laws and regulations, including those administered by the U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) and the U.S. Department of State ("Sanctions"); laws and regulations administered by U.S. Customs and Border Protection (CBP) and U.S. Immigration and Customs Enforcement (ICE) (19 U.S.C. §§ 1-4454 and 19 C.F.R. §§ 1-199); anti-corruption laws, including the Foreign Corrupt Practices Act ("FCPA") and the UK Bribery Act ("UKBA"); and antiboycott laws administered by the U.S. Department of Commerce Office of Antiboycott Compliance and U.S. Department of the Treasury (15 C.F.R. § 760; 26 U.S.C. § 999).

(b) Without limiting the foregoing, SELLER agrees that it will not export, re-export, or transfer any export-controlled item, data, or services, to include transfer or disclosure (including oral or visual disclosure) to any non-U.S. person, including SELLER's employees, contractors, affiliates, lower-tier suppliers, and IT support services, without required export authorization, as applicable.

(c) SELLER represents that neither it nor its officers, directors, or affiliates is the subject of Sanctions. SELLER shall immediately notify a FALCON CNC LLC Authorized Representative if SELLER is, or becomes, the subject of Sanctions or if SELLER's export privileges are otherwise restricted, suspended or revoked in whole or in part by any government entity or agency, including by its inclusion on the Specially Designated Nationals List, Sectoral Sanctions Identifications List, Denied Persons List, Entity List, Unverified List, or any other similar government list (collectively, "Denied Party Lists"). Seller will not directly or indirectly involve any person that is the subject of Sanctions or listed on any Denied Party List in FALCON CNC LLC Work without first obtaining express written consent from a FALCON CNC LLC Authorized Representative.

(d) SELLER has not and will not offer, give, or accept, either directly or indirectly, anything of value to or from any person in violation of anti-corruption laws, including the FCPA and UKBA, in connection with Work performed under this Contract.

(e) SELLER shall indemnify and hold FALCON CNC LLC harmless from all losses, claims, demands, damages, costs causes of action, fines, penalties, fees and all other expense incurred by FALCON CNC LLC, including, but not limited to, attorneys' fees, resulting from any act or omission of SELLER, its officers, employees, or agents, failure to comply with applicable export and import control and economic sanctions and

trade embargo laws or any of its obligations under this Section 11.

12. [RESERVED]

13. FURNISHED PROPERTY

(a) FALCON CNC LLC may provide to SELLER property owned or leased by either FALCON CNC LLC or its customer ("Furnished Property"). Furnished Property shall be used by SELLER only for the performance of this Contract.

(b) Title to Furnished Property shall remain in FALCON CNC LLC or its customer or the lessor of the Furnished Property. SELLER shall clearly mark (if not so marked) all Furnished Property to show its ownership.

(c) Except for reasonable wear and tear, SELLER shall be responsible for, and shall promptly notify FALCON CNC LLC of, any loss or damage to any Furmished Property. Without additional charge, SELLER shall manage, maintain, and preserve Furnished Property in accordance with good commercial practice.

(d) At FALCON CNC LLC's request, and/or upon completion of this Contract, SELLER shall submit, in an acceptable form, inventory lists of Furnished Property and shall deliver or make such other disposal of Furnished Property as may be directed by FALCON CNC LLC.

(e) The "all risk" insurance you maintain pursuant to Section 20 must cover loss or damage to Furnished Property and shall include FALCON CNC LLC as loss payee. SELLER's insurance shall not relieve SELLER of its obligation to indemnify FALCON CNC LLC for damage to such property, and SELLER shall be solely responsible to fulfill any deductibles or retentions required pursuant to coverage. and In addition, the CGL insurance required pursuant to Section 20 must cover loss or damage caused by your use of Furnished Property

14. GRATUITIES/KICKBACKS

SELLER shall not offer or give a kickback or gratuity (in the form of entertainment, gifts, or otherwise) for the purpose of obtaining or rewarding favorable treatment as a FALCON CNC LLC supplier.

15. INDEPENDENT CONTRACTOR RELATIONSHIP

SELLER is an independent contractor in all its operations and activities hereunder. The employees and agents used by SELLER to perform Work under this Contract shall be SELLER's employees and agents exclusively without any relation whatsoever to FALCON CNC LLC. Because SELLER is an independent contractor, FALCON CNC LLC will not withhold or make payments for social security, make unemployment insurance or disability insurance contributions, obtain worker's compensation insurance on SELLER's behalf, or withhold state and federal income taxes from its payments to SELLER. SELLER accepts exclusive liability for complying with all applicable laws governing employment-related taxes and income taxes and agrees to indemnify and defend FALCON CNC LLC against any and all such taxes or contributions, including penalties and interest.

16. SELLER'S RESPONSIBILITY

SELLER shall be responsible for and hold harmless FALCON CNC LLC and its customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorneys' fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this Contract.

17. INFORMATION OF FALCON CNC LLC AND INFORMATION SECURITY

(a) Information provided by FALCON CNC LLC to SELLER or derived from such information (collectively, "FALCON CNC LLC Information") remains the property of FALCON CNC LLC. SELLER agrees to comply with the terms of any nondisclosure agreement ("NDA") with FALCON CNC LLC, which is incorporated herein by reference, and to comply with all proprietary information markings and restrictive legends applied by FALCON CNC LLC to anything provided by FALCON CNC LLC or its agents to SELLER. SELLER agrees not to use any FALCON CNC LLC Information for any purpose except to perform this Contract and agrees not to disclose FALCON CNC LLC Information to third parties without the prior written consent of FALCON CNC LLC.

(b) SELLER shall implement physical, technical, and administrative safeguards to protect all FALCON CNC LLC Information and shall maintain standards and procedures to address the configuration, operation, and management of systems and networks, services, and Falcon CNC LLC Information, consistent with ISO/IEC:27001 or equivalent industry standards, to protect such information against unauthorized processing or disclosure, or accidental loss, destruction or damage. Upon request, SELLER shall: (1) respond to FALCON CNC LLC requests for information regarding its information security practices; (2) submit to FALCON CNC LLC evidence of passing a third-party audit of such practices, completed at SELLER's expense or (3) submit to FALCON CNC LLC an unexpired certification under ISO/IEC:2001 or equivalent industry standards, obtained at SELLER's expense.

(c) In the event of the identification of any security-related risk to the FALCON CNC LLC Information, (1) if identified or known by SELLER, SELLER shall notify FALCON CNC LLC; and (2) whether identified by Seller or Falcon CNC LLC, Seller shall take remedial action specified by FALCON CNC LLC. In the event that SELLER fails to promptly take such remedial action or in the event such remedial action does not correct the risk, FALCON CNC LLC shall have the right, at FALCON CNC LLC's sole option, to terminate this Agreement.

(d) SELLER shall use send a notification to info@thefalconcorp.com within 24 hours: (1) upon discovery that the unauthorized intentional or unintentional access to, or disclosure, modification, compromise, destruction, or loss of, FALCON CNC LLC Information or financial transactions, or the copying of FALCON CNC LLC Information to unauthorized media, may have occurred; and (2) upon receipt of any request for disclosure or inquiry regarding FALCON CNC LLC Information from any governmental authority or other third party.

18. INFORMATION OF SELLER

SELLER shall not provide any proprietary information to FALCON CNC LLC without prior execution of an NDA or proprietary information agreement by the parties. SELLER represents and warrants that any information provided to FALCON CNC LLC by SELLER absent an NDA or proprietary information agreement is not proprietary to SELLER or any third party.

19. INSPECTION AND ACCEPTANCE

(a) FALCON CNC LLC and its customer may inspect all Work at reasonable times and places, including, when practicable, during manufacture and before shipment. SELLER shall provide all information, facilities, and assistance necessary for safe and convenient inspection without additional charge.

(b) No such inspection shall relieve SELLER of its obligations to furnish and warrant all Work in accordance with the requirements of this Contract. FALCON CNC LLC's final inspection and acceptance shall be at destination.

(c) If SELLER delivers non-conforming Work, FALCON CNC LLC may, in addition to any other remedies available at law or at equity: (i) accept all or part of such Work at an equitable price reduction; (ii) reject such Work; (iii) require SELLER, at SELLER's cost, to make all repairs, modifications, or replacements at the direction of FALCON CNC LLC necessary to enable such Work to comply in all respects with Contract requirements; and/or (iv) charge costs associated with non-conforming Work as stated in the Falcon CNC LLC Supplier Manual.

(d) SELLER shall not re-tender rejected Work without disclosing the corrective action taken.

20. INSURANCE/ENTRY ON FALCON CNC LLC FACILITIES

(a) SELLER and its subcontractors shall maintain for the performance of this Contract commercial general liability ("CGL") and automobile liability (third party bodily injury and property damage liability) insurance with a minimum of $1,000,000 per occurrence limit, workers compensation and employer's liability insurance in form and amounts required by law, "all risk" property insurance, and such other insurance as FALCON CNC LLC may require. SELLER shall provide FALCON CNC LLC thirty (30) days advance written notice prior to the effective date of any cancellation or change in the term or coverage of any of SELLER's required insurance, provided however such notice shall not relieve SELLER of its obligations to maintain the required insurance. SELLER shall name FALCON CNC LLC as an additional insured to the CGL and automobile policies for the duration of this Contract. SELLER hereby waives, and shall require its general liability, automobile liability, and workers' compensation insurers to waive, any and all rights of subrogation or recovery against FALCON CNC LLC and its employees. If requested, SELLER shall provide FALCON CNC LLC with a Certificate of Insurance evidencing SELLER's compliance with these requirements. Insurance maintained pursuant to this clause shall be considered primary as respects the interest of FALCON CNC LLC and is not contributory with any insurance which FALCON CNC LLC may carry. "Subcontractor" as used in this clause shall include SELLER's subcontractors at any tier. SELLER's obligations for maintaining insurance coverages herein are freestanding and are not affected by any other language in this Contract.

(b) SELLER'S personnel, including SELLER's subcontractors, shall comply with all FALCON CNC LLC security, safety, rules of conduct, badging and personal identity, and related requirements while on FALCON CNC LLC premises. In addition, prior to entry on FALCON CNC LLC premises, SELLER shall coordinate with FALCON CNC LLC to gain access to facilities. SELLER shall provide information reasonably required by FALCON CNC LLC to ensure proper identification of personnel, including but not limited to verification of citizenship, lawful permanent resident status, protected individual or other status. FALCON CNC LLC may, at its sole discretion, have SELLER remove any specified employee of SELLER from FALCON CNC LLC's premises and request that such employee not be reassigned to any FALCON CNC LLC premises under this Contract.

21. INTELLECTUAL PROPERTY

(a) SELLER warrants that the Work performed or delivered under this Contract will not infringe or otherwise violate the intellectual property rights of any third party. SELLER agrees to defend, indemnify, and hold harmless FALCON CNC LLC and its customers from and against any claims, damages, losses, costs, and expenses, including reasonable attorney fees, arising out of any action by a third party that is based upon a claim that the Work performed or delivered under this Contract infringes or otherwise violates the intellectual property rights of any person or entity.

(b) All work product, deliverables, information, data, discoveries, concepts, ideas, inventions (whether or not patentable), developments, designs, know-how, trade secrets, improvements, works of authorship, reports, documents, computer programs, source and object code, mask works and any other materials solely or jointly conceived, written, created, prepared, made, reduced to practice, or learned by SELLER in the course of any work performed for FALCON CNC LLC under this Contract and all intellectual property rights related to and contained therein shall be the sole property of FALCON CNC LLC and shall be used by SELLER solely in work for FALCON CNC LLC. To the extent that any of the deliverable items may not, by operation of law, be works made for hire, SELLER hereby assigns to FALCON CNC LLC the ownership of any and all intellectual property rights in the deliverable items and FALCON CNC LLC shall have the right to obtain and hold in its own name copyrights, patents, registrations, and similar protection which may be available in the deliverable items. SELLER agrees to give FALCON CNC LLC or its designees all assistance reasonably required to perfect such rights.

(c) To the extent that any pre-existing inventions, technology, designs, works of authorship, mask works, technical information, computer software, and other information or materials are used, included, or contained in the Work or deliverable items and not owned by FALCON CNC LLC, SELLER grants to FALCON CNC LLC an irrevocable, world-wide, royalty-free, perpetual license to: (i) make, have made, sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative works based upon, such pre-existing inventions, technology, designs, works of authorship, mask works, technical information, computer software, and other information or materials and derivative works thereof; and (ii) authorize others to do any, some or all of the foregoing.

(d) All reports, memoranda or other materials in written form, including machine readable form, prepared by SELLER pursuant to this Contract and furnished to FALCON CNC LLC by SELLER hereunder shall become the sole property of FALCON CNC LLC.

(e) SELLER may not use the FALCON CNC LLC name or logo or otherwise disclose our relationship in any way, whether in marketing materials, presentations, press releases, interviews, or other public statements, without Falcon CNC LLC's written consent.

22. NEW MATERIALS

The Work to be delivered hereunder shall consist of new materials, as defined in FAR 52.211-5, not used, or reconditioned, remanufactured, or of such age as to impair its usefulness or safety.

23. PACKING AND SHIPMENT

(a) Unless otherwise specified, all Work is to be packed in accordance with good commercial practice.

(b) A complete packing list shall be enclosed with all shipments. SELLER shall mark containers or packages with necessary lifting, loading, and shipping information, including the FALCON CNC LLC Contract number, item number, dates of shipment, and the names and addresses of consignor and consignee. Bills of lading shall include this Contract number.

(c) When goods provided under this Contract originate outside of the United States, prior to their first shipment of goods to FALCON CNC LLC, SELLER shall provide FALCON CNC LLC a Certificate of Origin specifying the Country of Origin, SELLER's name, FALCON CNC LLC Contract number, and any other documentation required for compliance with U.S. Customs laws and regulations, including 19 U.S.C. § 1304 and 19 U.S.C. §§ 1508 – 1509.

(d) Unless otherwise specified, SELLER shall be responsible for paying customs duties, obtaining any required customs authorizations, and filing customs entry documentation for importation of any Work into the United States; FALCON CNC LLC will not serve as importer of record on customs entry documentation for such shipments.

(e) Seller shall ship Work in accordance with Incoterms and shipping method, when specified in the Contract. If Seller does not comply, Falcon CNC LLC may charge Seller for additional shipping costs, plus a $25 administrative fee, in addition to any and all rights and remedies available.

24. PAYMENTS, TAXES, AND DUTIES

(a) Unless otherwise provided, terms of payment shall be net one hundred twenty (120) days from the latest of the following: (1) FALCON CNC LLC's receipt of the SELLER's proper and timely invoice; (2) scheduled delivery date of the Work; or (3) actual delivery of the Work.

(b) A proper invoice shall request payment only for Work delivered and accepted pursuant to the Contract in an amount not to exceed the Contract price. Falcon CNC LLC shall not be obligated to pay for any Work that has not been delivered and accepted pursuant to the Contract, and Falcon CNC LLC shall not be obligated to pay any amount in excess of the Contract price. A timely invoice shall be submitted for payment within twelve (12) months of the delivery and acceptance of the Work covered by the invoice. Falcon CNC LLC shall not be obligated to pay for any Work for which an invoice is not submitted for payment within twelve (12) months of the delivery and acceptance of the Work covered by the invoice

(c) Each payment made shall be subject to reduction to the extent of amounts which are found by FALCON CNC LLC or SELLER not to have been properly payable, and shall also be subject to reduction for overpayments. SELLER shall promptly notify FALCON CNC LLC of any such overpayments and remit the amount of the overpayment except as otherwise directed by FALCON CNC LLC.

(d) FALCON CNC LLC shall have a right to recoup or setoff, as the case may be, against payments due or at issue under this Contract or any other contract between the parties.

(e) Unless otherwise specified, prices include all applicable federal, state and local taxes, duties, tariffs, and similar fees imposed by any government, all of which shall be listed separately on the invoice.

25. PRECEDENCE

Any inconsistencies in this Contract shall be resolved in accordance with the following descending order of precedence: (1) Face of the Contract; (2) any FAR or FAR supplement clauses incorporated by reference; (3) these Standard Terms and Conditions; (4) the Statement of Work; (5) the Falcon CNC LLC Quality Clause Attachment for Purchase Orders; and (6) the Falcon CNC LLC Supplier Manual.

26. PROHIBITION ON SUBCONTRACTING WITH RUSSIAN ENTITIES

The Seller shall not subcontract with Russian entities for work related to this Contract or use any material or goods originating from Russia in fulfillment of this Contract without first receiving written approval from Falcon CNC LLC. “Russian entities” means (1) Russian persons, or (2) entities created under Russian law or owned, in whole or in part, by Russian persons or companies. The Seller shall include the substance of this clause in all its subcontracts, and shall require such inclusion in all other subcontracts of any tier.

27. PROHIBITION ON CERTAIN TELECOMMUNICATIONS EQUIPMENT OR SERVICES

The Seller shall not provide components, hardware, equipment, systems, or services that use telecommunications equipment or services produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), or provided by an entity that the U.S. Secretary of Defense designates to be an entity owned or controlled by, or otherwise connected to, the government of the People’s Republic of China.

28. PROHIBITED SOFTWARE

(a) This clause only applies to Work that includes the delivery of software.

(b) As used herein, "Prohibited License" means the General Public License ("GPL") or Lesser/Library GPL, the Artistic License (e.g., PERL), the Mozilla Public License, the Netscape Public License, the Sun Community Source License, the Sun Industry Standards License, or variations thereof, including without limitation licenses referred to as "GPL Compatible, Free Software License."

(c) As used herein, "Prohibited Software" means software that incorporates or embeds software in, or uses software in connection with, as part of, bundled with, or alongside any (1) open source, publicly available, or "free" software, library or documentation, or (2) software that is licensed under a Prohibited License, or (3) software provided under a license that (a) subjects the delivered software to any Prohibited License, or (b) requires the delivered software to be licensed for the purpose of making derivative works or be redistributable at no charge, or (c) obligates FALCON CNC LLC to sell, loan, distribute, disclose or otherwise make available or accessible to any third party (i) the delivered software, or any portion thereof, in object code and/or source code formats, or (ii) any products incorporating the delivered software, or any portion thereof, in object codea nd/or source code formats.

(d) Unless SELLER has obtained FALCON CNC LLC's prior written consent, which FALCON CNC LLC may withhold in its sole discretion, SELLER shall not use in connection with this Contract, or deliver to FALCON CNC LLC, any Prohibited Software.

(e) SELLER agrees to defend, indemnify, and hold harmless FALCON CNC LLC, its customers and suppliers from and against any claims, damages, losses, costs, and expenses, including reasonable attorneys’ fees, relating to use in connection with this Contract or the delivery of Prohibited Software.

29. QUALITY CONTROL SYSTEM

(a) SELLER shall provide and maintain a quality control system to an industry recognized quality standard and in compliance with any other specific quality requirements identified in this Contract.

(b) Records of all quality control inspection work by SELLER shall be kept complete and available to FALCON CNC LLC and its customers.

30. RELEASE OF INFORMATION

Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this Contract or the subject matter hereof, will be made by SELLER or its subcontractors without the prior written approval of FALCON CNC LLC. SELLER and its subcontractors may not refer to this Contract, nor use the name of FALCON CNC LLC for any promotional purpose or in any news release, on any website, or in any public announcement without the prior written approval of FALCON CNC LLC.

31. SEVERABILITY

Each clause, paragraph and subparagraph of this Contract is severable, and if one or more of them are declared invalid, the remaining provisions of this Contract will remain in full force and effect.

32. STOP WORK

(a) SELLER shall stop Work for up to ninety (90) days in accordance with any written notice received from FALCON CNC LLC, or for such longer period of time as the parties may agree and shall take all reasonable steps to minimize the incurrence of costs allocable to the Work during the period of Work stoppage.

(b) Within such period, FALCON CNC LLC shall either terminate in accordance with the provisions of this Contract or continue the Work by written notice to SELLER. In the event of a continuation, an equitable adjustment in accordance with the principles of the "Changes" clause shall be made to the price, delivery schedule, or other provision(s) affected by the Work stoppage, if applicable, provided that the claim for equitable adjustment is made within thirty (30) days after date of notice to continue.

33. SURVIVAL

(a) If this Contract expires, is completed, or is terminated, SELLER shall not be relieved of those obligations that by their nature should survive, including the obligations contained in the following clauses: 2 (Applicable Laws), 9 (Disputes), 10 (Electronic Contracting), 11 (International Trade Controls), 15 (Independent Contractor Relationship), 16 (SELLER’s Responsibility), 17 (Information of FALCON CNC LLC and Information Security), 20 (Insurance/Entry on, FALCON CNC LLC Facilities), 21 (Intellectual Property), 29 (Release of Information, 36 (Warranty), 37 (Anomaly, Mishap, Accident or Other Event).

(b) Those applicable U. S. Government flowdown provisions that by their nature should survive.

34. TERMINATION FOR CONVENIENCE

(a) FALCON CNC LLC reserves the right to terminate this Contract, or any part hereof, for its convenience. FALCON CNC LLC shall terminate by delivering to SELLER a Notice of Termination specifying the extent of termination and the effective date. In the event of such termination, SELLER shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. S ubject to the terms of this Contract, SELLER shall be paid a percentage of the Contract price reflecting the percentage of the Work performed prior to the notice of termination, plus reasonable charges SELLER can demonstrate to the satisfaction of FALCON CNC LLC using its standard record keeping system have resulted from the termination. SELLER shall not be paid for any Work performed or costs incurred that reasonably could have been avoided.

(b) In the event of termination or expiration of this Contract for any reason, FALCON CNC LLC shall have the right to require SELLER to transfer title and deliver:

(1) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the Work terminated; and

(2) The completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to FALCON CNC LLC.

(c) SELLER shall use its best efforts to sell, if directed or authorized by FALCON CNC LLC, specific property identified by FALCON CNC LLC of the types referred to in paragraph (b) of this clause. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by FALCON CNC LLC under this Contract, credited to the price or cost of the Work, or paid in any other manner directed by FALCON CNC LLC.

(d) FALCON CNC LLC shall have the right to require SELLER to store any property of the types referred to in paragraph (b) of this clause until 12 months from the effective date of the termination. The property shall be segregated, held in adequate packaging to prevent deterioration and damage, and remain accessible for the sole purpose of performing possible future work for FALCON CNC LLC. SELLER shall maintain traceability of the property in accordance with the Falcon CNC LLC Supplier Manual. FALCON CNC LLC may exercise its rights under paragraph (b) of this clause during the storage period.

(e) In no event shall FALCON CNC LLC be liable for lost or anticipated profits, or unabsorbed indirect costs or overhead, or for any sum in excess of the total Contract price. SELLER's termination claim shall be submitted within forty- five (45) days from the effective date of the termination.

(f) SELLER shall continue all Work not terminated.

35. TIMELY PERFORMANCE

(a) SELLER's timely performance is a critical element of this Contract.

(b) If SELLER becomes aware of difficulty in performing the Work, SELLER shall promptly notify FALCON CNC LLC, in writing, giving pertinent details. This notification shall not change any delivery schedule.

(c) In the event of a termination for convenience or change, no claim will be allowed for any manufacture or procurement in advance of the Lead Time unless there has been prior written consent by FALCON CNC LLC.

36. WAIVERS, APPROVALS, AND REMEDIES

(a) Failure by either party to enforce any of the provisions of this Contract or applicable law shall not constitute a waiver of the requirements of such provisions or law, or as a waiver of the right of a party thereafter to enforce such provision or law.

(b) FALCON CNC LLC's approval of documents shall not relieve SELLER of its obligation to comply with the requirements of this Contract.

(c) The rights and remedies of either party in this Contract are cumulative and in addition to any other rights and remedies provided by law or in equity.

37. WARRANTY

(a) SELLER warrants that all Work furnished pursuant to this Contract shall strictly conform to applicable specifications, drawings, samples, descriptions, and other requirements of this Contract and be free from defects in design, material, and workmanship. This warranty shall begin upon final acceptance and extend for a period of one (1) year. If any nonconforming Work is identified within the warranty period, SELLER, at FALCON CNC LLC's option, shall promptly repair, replace, or reperform the Work. Transportation of replacement Work, return of nonconforming Work, and reperformance of Work shall be at SELLER's expense. Alternatively, FALCON CNC LLC may elect to return, reperform, repair, replace, or reprocure the non-conforming Work at SELLER's expense. All warranties shall run to FALCON CNC LLC and its customers.

(b) To the extent SELLER leases equipment to FALCON CNC LLC, Seller shall be responsible for any damage caused to or by such equipment as a result of such equipment malfunctioning or not performing as reasonably expected, provided such malfunction or unexpected performance is not caused by FALCON CNC LLC's negligence.

38. ANOMALY, MISHAP, ACCIDENT OR OTHER EVENT

In the event of an anomaly, mishap, accident, or any other event resulting in property damage, bodily injury or other loss relating to work performed under this Contract, SELLER (consistent with its obligations under Section 5 "Communication with Falcon CNC LLC Customer") shall cooperate with FALCON CNC LLC, any insurers, and federal, state and local government agencies, in their respective investigations of the event. Such cooperation shall include providing all data arising out of or related to the goods and/or services provided under this Contract or their respective parts and components, and any activities relating to the performance of this Contract, reasonably requested by Falcon CNC LLC, the insurers, or federal, state and local agencies, including access to SELLER's employees. Notwithstanding SELLER's obligation to cooperate, FALCON CNC LLC may use reasonable means to independently access such information. Consistent with its obligations under Section 29 "Release of Information" and any NDA with FALCON CNC LLC, SELLER shall not make any public comment, announcement, or other disclosure regarding such event without the prior written approval of a FALCON CNC LLC Authorized Representative.