

PRECISION TUBE BENDING

PURCHASE ORDER TERMS and CONDITIONS

Effective Date – April 2017

1. FORMATION OF CONTRACT

This purchase order from Precision Tube Bending (“PTB”) is an offer to purchase the Goods or Services described and when accepted by Supplier, by written acknowledgement or performance, shall become a binding contract consisting of these Terms and Conditions, the purchase order and any other documents specifically referenced therein (collectively, the “Order”). Acceptance of the Order is strictly limited to the terms and conditions in this offer. This Order shall constitute the entire agreement between PTB and Supplier and shall supersede any other oral or written agreements or understandings made prior to the date of this Order, including but not limited to provisions in Supplier’s quotations, proposals, acknowledgements or other documents. This Order may not be modified in any way except in writing signed by PTB. Unless specifically agreed to in writing by PTB’s Authorized Purchasing Representative, PTB objects to, and is not bound by, any terms and conditions other than those stated in this offer. Supplier’s written acknowledgement, commencement of performance, shipment of the goods, or acceptance of this offer in any manner, whichever occurs first, shall be conclusive evidence of acceptance of this offer as written. Any acceptance by Supplier is limited to acceptance of the express terms set forth in this Order. Any proposal for additional or different terms or any attempt by Supplier to vary in any degree the terms of this offer is hereby objected to and rejected. Any such proposal shall not operate as a rejection of this offer unless the variances are in the terms of the description, quantity, price or delivery schedule of the goods, but shall be deemed a material alteration. Accordingly, this offer shall be deemed accepted by Supplier without such additional or different terms. If this Order shall be deemed an acceptance of a prior offer by Supplier, the acceptance is expressly made conditional on assent to the additional or different terms and such acceptance is limited to the express terms set forth in this Order. Additional or different terms or any attempt by Supplier to vary in any degree any of the terms of this Order shall be deemed material and are objected to and rejected.

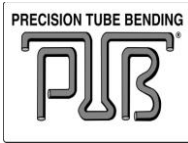
2. SCHEDULE

- a. Time is of the essence. Supplier shall strictly adhere to the shipment, delivery, or completion schedules specified in this Order. If delivery is not timely made, PTB may, in addition to its other rights and remedies, in the case of goods, direct Supplier to expedite shipment at Supplier’s expense, and in the case of services, direct Supplier to perform work overtime or at hours of its choosing, at Supplier’s expense. The goods shall be properly packed, marked, loaded and shipped as required by this Order and by the transporting carrier. Supplier shall reimburse PTB for all expenses incurred due to improper packing, marking, loading, or routing. The risk of loss or damage in transit shall be on Supplier, except where shipment is by PTB’s vehicle, in which case the risk of loss or damage shall pass to PTB upon completion of loading.
- b. In the event of any anticipated or actual delay, including but not limited to delays attributed to labor disputes, Supplier shall: (1) notify PTB in writing within five (5) calendar days after the beginning of any such cause of the reasons for the delay and the actions being taken to overcome or minimize the delay; and (2) provide PTB with a written recovery schedule. If PTB requests, Supplier shall, at Supplier’s expense, ship via air or other expedited routing to avoid the delay or minimize it as much as possible.
- c. Supplier shall not deliver Goods or Services more than fifteen (15) days in advance of the scheduled delivery dates unless authorized by PTB.

3. WARRANTY

a. Supplier warrants that all Goods or Services furnished under this Order shall conform to all specifications and requirements of this Order and shall be free from defects in materials and workmanship, and shall be new and of the highest quality. PTB shall receive title to the goods that is free and clear of any liens, encumbrances and any actual or claimed patent, copyright or trademark infringement; the goods shall be merchantable, safe and fit for the PTB’s intended purposes; the goods shall be adequately contained, packaged, marked and labeled; and the goods shall be manufactured in compliance with all applicable federal, state and local laws, regulations or orders, and agency or association standards or other standards applicable to the manufacture, labeling, transporting, licensing, approval or certification, including by way of illustration and not by way of limitation, the Occupational Health and Safety Act, the Fair Labor Standards Act, and any law or order pertaining to discrimination.

b. To the extent Goods or Services are not manufactured pursuant to detailed designs and specifications furnished by PTB, the Goods or Services shall be free from design and specification defects. This warranty shall survive inspection, test, delivery, acceptance, use and payment for the Goods or Services. This warranty shall run to PTB and its successors, assigns, and customers. Such warranty shall begin after PTB’s final acceptance, and will run for the longest warranty period that PTB offers to any of its customers that



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purchase a product from PTB into which the goods produced by Supplier are incorporated. These warranties shall be in addition to all other warranties, whether express, implied or statutory.

c. In the event that services are provided by Supplier, Supplier expressly warrants that the services will be performed: (a) with due professional care; (b) in a workmanlike, professional, timely and diligent manner; (c) in accordance with all applicable industry standards and industry best practices; (d) by qualified workers experienced in performing the work specified; (e) in strict conformance with applicable specifications and industry accepted performance criteria; and (f) in strict conformance with this Agreement, including but not limited to any statement of work issued by PTB.

d. PTB may, at its option, either (1) return for credit or refund, or (2) require prompt correction or replacement of the defective or nonconforming Goods or Services. Return to Supplier of defective or nonconforming Goods or Services and redelivery to PTB of corrected or replaced Goods or Services shall be at Supplier's expense. Goods or Services required to be corrected or replaced shall be subject to this article and the "Inspection" article of this Order in the same manner and to the same extent as Goods or Services originally delivered under this Order, but only as to the corrected or replaced part or parts thereof. Even if the parties disagree about the existence of a breach of this warranty, Supplier shall promptly comply with PTB's direction to: (1) repair, rework, or replace the Goods or Services, or (2) furnish any materials or parts and installation instructions required to correct the defect or nonconformance successfully. If the parties later determine that Supplier did not breach this warranty, the parties shall equitably adjust the Order price.

4. PRICES

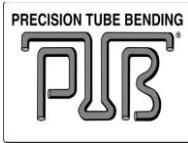
- a. The goods or services will be furnished at the price set forth in the Order or such other document that Supplier may use to set forth the price. If prices are not mutually agreed upon in writing, this Order is not to be filled at any price higher than last previously quoted or charged by Supplier WITHOUT WRITTEN AUTHORIZATION FROM PTB. Supplier warrants that prices to be charged for services or goods on this order are no higher than prices charged other customers of Supplier for services or goods of like or substantially like grade and quality. Supplier warrants that the prices in this Order shall be complete, and no additional charges of any type shall be added without PTB's express written consent, including but not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing and crating. Prices shall be inclusive of all delivery costs.
- b. Unless this Order specifies otherwise, the price of this Order includes, and Supplier is liable for, and shall pay all taxes, impositions, charges, and exactions imposed on or measured by this Order except for applicable sales and use taxes that are separately stated on Supplier's invoice. Prices shall not include any taxes, impositions, charges, or exactions for which PTB has furnished a valid exemption certificate or other evidence of exemption.

5. INVOICES AND PAYMENT

Unless otherwise authorized by PTB's Authorized Purchasing Representative, Supplier shall issue a separate original invoice for each delivery that shall include PTB's Order number and line item number. Supplier shall forward its invoice to the address specified elsewhere in this Order. Any invoice received by PTB later than ninety (90) days following shipment or completion of services shall be payable at PTB's sole discretion. In addition to any right of setoff provided by law, all amounts due Supplier shall be considered net of indebtedness of Supplier to PTB. PTB may deduct any amounts due or to become due from Supplier to PTB from any sums due or to become due from PTB to Supplier, whether or not such amounts are attributable to this Agreement. Unless freight or other charges are itemized, PTB may take any offered discount on the full amount of the invoice. Payment due date, including discount periods, shall be computed from the later of the scheduled delivery date, the actual delivery date, or the date of receipt of a correct invoice. Payment shall be deemed made on the date PTB's check is mailed or payment is otherwise tendered. Supplier shall promptly repay PTB any amounts paid in excess of amounts due Supplier. Payment by PTB for goods and services supplied hereunder shall not constitute acceptance thereof if subsequent inspection disclosed defective material or workmanship or a failure to meet the specifications contained herein.

6. CHANGES

- a. PTB's Authorized Purchasing Representative may direct changes in writing within the general scope of this Order in any of the following: (1) technical requirements and descriptions, specifications, statement of work, drawings or designs; (2) shipment or packing methods; (3) place of delivery, inspection or acceptance; (4) reasonable adjustments in quantities or delivery schedules or both; (5) amount of PTB-furnished property; and, if this Order includes services, (6) description of services to be performed; (7) time of performance (e.g., hours of the day, days of the week); and (8) place of performance. Supplier shall comply immediately with such direction.



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- b. If such change increases or decreases the cost or time required to perform this Order, PTB and Supplier shall negotiate an equitable adjustment in the price or schedule, or both, to reflect the increase or decrease. PTB shall modify this Order in writing accordingly. Unless otherwise agreed in writing, Supplier must assert any claim for adjustment to PTB's Authorized Purchasing Representative in writing within 20 days and deliver a fully supported proposal to PTB's Authorized Purchasing Representative within 60 days after Supplier's receipt of such direction. PTB may, at its sole discretion, consider any claim regardless of when asserted. If Supplier's proposal includes the cost of property made obsolete or excess by the change, PTB may direct the disposition of the property. Failure of the parties to agree upon any adjustment shall not excuse Supplier from performing in accordance with PTB's direction.
- c. If Supplier considers that PTB's conduct constitutes a change, Supplier shall notify PTB's Authorized Purchasing Representative immediately in writing as to the nature of such conduct and its effect upon Supplier's performance. Pending direction from PTB's Authorized Purchasing Representative, Supplier shall take no action to implement any such change.
- d. Notwithstanding the foregoing, if this Order is in support of a U.S. Government prime contract or subcontract, FAR 52.243-1, "Changes – Fixed-Price" applies and Supplier's rights to an equitable adjustment shall be governed by FAR 52.243-1, as modified in Appendix B Federal Acquisition Regulation (FAR) and Department of Defense FAR Supplement (DFARS) Flow Down Clauses.

7. DISPUTES

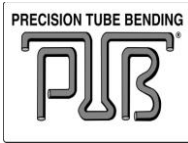
- a. Any dispute that arises under or is related to this Order that cannot be settled by mutual agreement of the parties may be decided by a court of competent jurisdiction. Pending final resolution of any dispute, Supplier shall proceed with performance of this Order according to PTB's instructions so long as PTB continues to pay amounts not in dispute.
- b. THIS ORDER SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE INTERNAL LAWS OF THE STATE OF CALIFORNIA AND, ADDITIONALLY, WITH RESPECT TO PRODUCTS DELIVERED OUTSIDE THE UNITED STATES, THE UNITED STATES OF AMERICA (WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS). THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.
- c. Supplier and Purchaser specifically agree that any action brought by Supplier or PTB to enforce any of the provisions of this Order shall be brought, heard and determined exclusively in either the Circuit Court for the County of Los Angeles, State of California or, if subject matter jurisdiction exists, the U.S. District Court for the Central District of California. The parties stipulate that the referenced venues are convenient. Supplier and PTB acknowledge that all directions issued by the forum court, including, without limitation, all injunctions and other decrees, shall be binding and enforceable in all jurisdictions and countries.

8. FORCE MAJEURE

Supplier shall not be liable for excess procurement costs pursuant to the "Cancellation for Default" article of this Order, incurred by PTB because of any failure to perform this Order under its terms if the failure arises from causes beyond the control and without the fault or negligence of Supplier. Examples of these causes are (a) acts of God or of the public enemy, (b) acts of the Government in either its sovereign or contractual capacity, (c) fires, (d) floods, (e) epidemics, (f) quarantine restrictions, (g) strikes, (h) freight embargoes, and (i) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of Supplier. If the delay is caused by delay of a subcontractor of Supplier and if such delay arises out of causes beyond the reasonable control of both, and if such delay is without the fault or negligence of either, Supplier shall not be liable for excess costs unless the Goods or Services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Supplier to meet the required delivery schedules. Supplier shall notify PTB in writing within five (5) calendar days after the beginning of any such cause.

9. TERMINATION FOR CONVENIENCE

When this Order is issued in support of a U.S. Government contract, PTB may terminate all or part of this Order, effective as of the date specified by PTB, in accordance with the provisions of Federal Acquisition Regulation ("FAR") 52.249-2 (Apr 2012), "Termination for Convenience of the Government (Fixed Price)," which provisions, except for subparagraphs (d) and (j) are incorporated herein by reference. The terms "Government" and "Contracting Officer" shall mean "PTB", "Contractor" shall mean "Supplier." Further, in paragraph (c), the term "120 days" is changed to "60 days", in paragraph (d) the term "15 days" is changed to "30 days" and the term "45 days" is changed to "60 days", in paragraph (e), the term "1 year" is changed to "6 months", and in paragraph (l), the term "90 days" is changed to "45 days." Settlements and payments under this clause may be subject to approval by the Contracting Officer.



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10. TERMINATION FOR DEFAULT

- a. PTB may, by written notice to Supplier, terminate all or part of this Order if (1) Supplier fails to deliver the Goods or Services within the time specified by this Order or any written extension; (2) Supplier fails to perform any other provision of this Order or fails to make progress, so as to endanger performance of this Order, and, in either of these two circumstances, does not cure the failure within seven (7) calendar days after receipt of notice from PTB specifying the failure; or (3) in the event of Supplier's suspension of business, insolvency, appointment of a receiver for Supplier's property or business, or any assignment, reorganization or arrangement by Supplier for the benefit of its creditors.
- b. Supplier shall continue work not canceled. If PTB terminates all or part of this Order, Supplier shall be liable for PTB's excess re-procurement costs.
- c. PTB may require Supplier to transfer title and deliver to PTB, as directed by PTB, any (1) completed Goods or Services, and (2) any partially completed Goods or Services and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information and Order rights (collectively, "Manufacturing Materials") that Supplier has specifically produced or acquired for the canceled portion of this Order. Upon direction from PTB, Supplier shall also protect and preserve property in its possession in which PTB or its Customer has an interest.
- d. PTB shall pay the Order price for Goods or Services accepted. Payment for Manufacturing Materials accepted by PTB and for the protection and preservation of property shall be at a price determined by the parties, except that Supplier shall not be entitled to profit. PTB may withhold from any amount due under this Order any sum PTB determines to be necessary to protect PTB or PTB's customer against loss because of outstanding liens or claims of former lien holders.
- e. If after termination, it is determined that Supplier was not in default, the rights and remedies of the parties shall be as if the Order had been terminated according to the "Termination for Convenience" article of this Order.

11. WORK TRANSFERS: ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

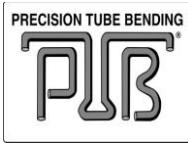
Supplier shall not assign any of its rights or interest in this Order or all or substantially all of its performance of this Order, without PTB's prior written consent. Supplier shall not delegate any of its duties or obligations under this Order. No assignment, delegation or subcontracting by Supplier, with or without PTB's consent, shall relieve Supplier of any of its obligations under this Order or prejudice any of PTB's rights against Supplier whether arising before or after the date of an assignment. This article does not limit Supplier's ability to purchase standard commercial supplies or raw materials.

12. INTELLECTUAL PROPERTY

Supplier will indemnify, defend and hold harmless PTB and its customer from all claims, suits, actions, awards (including, but not limited to, awards based on intentional infringement of patents known at the time of such infringement, exceeding actual damages and including attorneys' fees and costs), liabilities, damages, costs and attorneys' fees related to the actual or alleged infringement of any United States or foreign intellectual property right (including, but not limited to, any right in a patent, copyright, industrial design or semiconductor mask work, or based on misappropriation or wrongful use of information or documents) and arising out of the manufacture, sale or use of products by either PTB or its customer. PTB or its customer will duly notify Supplier of any such claim, suit or action; and Supplier will, at its own expense, fully defend such claim, suit, or action on behalf of indemnities. Supplier will have no obligation under this article with regard to any infringement arising from (a) Supplier's compliance with formal specifications issued by PTB or its Customer where infringement could not be avoided in complying with such specifications or (b) use or sale of products in combination with other items when such infringement would not have occurred from the use or sale of those products solely for the purpose for which they were designed or sold by Supplier. For purposes of this article only, the term PTB will include Precision Tube Bending and all officers, agents and employees of Precision Tube Bending.

13. CONFIDENTIAL, PROPRIETARY AND TRADE SECRET INFORMATION AND MATERIALS

PTB and Supplier shall each keep confidential and protect from unauthorized use and disclosure all (a) confidential, proprietary or trade secret information; (b) tangible items containing, conveying, or embodying such information; and (c) tooling identified as being subject to this clause and obtained, directly or indirectly, from the other in connection with this Order or other agreement referencing this Order (collectively referred to as "Proprietary Information and Materials"). PTB and Supplier shall each use Proprietary Information and Materials of the other only in the performance of and for the purpose of this Order or any other agreement referencing this Order. However, despite any other obligations or restrictions imposed by this article, PTB shall have the right to use, disclose, and reproduce Supplier's Proprietary Information and Materials, and make derivative works thereof, for the purposes of testing, codification, use, sale, or support of any product delivered under this purchase order or any other agreement referencing this purchase order.



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Any such use, disclosure, reproduction, or derivative work by PTB may, whenever appropriate, include a restrictive legend suitable for the particular circumstances. The restrictions on disclosure or use of Proprietary Information and Materials by Supplier shall apply to all materials derived by Supplier or others from PTB's Proprietary information and Materials. Upon PTB's request at any time, and in any event upon the completion, termination, or cancellation of this purchase order, Supplier shall return to PTB all of PTB's Proprietary Information and Materials and all materials derived there from, unless specifically directed otherwise in writing by PTB. Supplier shall not, without the prior written authorization of PTB, sell or otherwise dispose of (as scrap or otherwise) any parts or other materials containing, conveying, embodying, or made in accordance with or by reference to any Proprietary Information and Materials of PTB. Prior to disposing of such parts or other materials as scrap, Supplier shall render them unusable. PTB shall have the right to audit Supplier's compliance with this article. Supplier may disclose Proprietary Information and Materials of PTB to its subcontractors as required for the performance of this Order, provided that each such subcontractor first agrees in writing to the same obligations imposed upon Supplier under this article relating to Proprietary Information and Material. Supplier shall be liable to PTB for any breach of such obligation by such subcontractor. The provisions of this article are effective in lieu of any restrictive legends or notices applied to Proprietary Information and Materials. The provisions of this article shall survive the performance, completion, termination, or cancellation of this Order.

14. INDEMNIFICATION

Supplier agrees to indemnify and save PTB harmless from any and all losses, liabilities, damages, claims, demands, suits, actions, proceedings, subrogations and expenses, including court costs and reasonable attorney's fees, related in any way to this Order, or the services performed, or items delivered under this Order, or arising out of a breach hereof, warranty claims, product recall claims, product liability claims, injuries to persons, including death, or damage to property caused by Supplier, its employees, agents, subcontractors, or in any way attributable to the performance of Supplier, including without limitation, breach of contract, breach of warranty or product liability; provided, however, that Supplier's obligation to indemnify Purchaser shall not apply to any liabilities solely arising from Purchaser's negligence, which are claimed or made by any person, firm, association, or corporation, including employees, workers, servants or agents of Supplier and Supplier's subcontractors arising from any cause or for any reason whatsoever. Supplier further agrees upon receipt of notification, to promptly assume full responsibility for the defense of any and all such suits, actions, or proceedings, which may be brought against Supplier or against PTB.

15. GRATUITIES

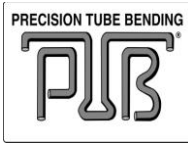
Supplier warrants that neither it nor any of its employees, agents, or representatives have offered or given, or will offer or give, any gratuities to PTB's employees, agents, or representatives for the purpose of securing this Order or securing favorable treatment under this Order.

16. RIGHTS AND REMEDIES

Any failures, delays, or forbearances of either party in insisting upon or enforcing any provisions of this Order, or in exercising any rights or remedies under this Order, shall not be construed as a waiver or relinquishment of any such provisions, rights, or remedies; rather, the same shall remain in full force and effect. Except as otherwise limited in this Order, the rights and remedies set forth herein are cumulative, in addition to any other rights or remedies that the parties may have at law or in equity. If any provision of this Order is or becomes void or unenforceable by law, the remainder shall be valid and enforceable.

17. COMPLIANCE WITH LAWS AND EXECUTIVE ORDERS

- a. Supplier shall comply with all applicable laws, statutes, rules, regulations, and orders.
- b. **PTB and Supplier shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), 60-741.5(a) and 29 CFR Part 471, Appendix A to Subpart 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, national origin, protected veteran status or disability. Supplier shall include this Paragraph 17(b) in each lower-tier subcontract it issues.**
- c. When a Government Contract number is stated on the face of this Order, the Federal Acquisition Regulation (FAR) clauses and, if applicable, the Department of Defense FAR Supplement (DFARS) clauses supplemental clauses specified in Appendix "B" are incorporated in the Order, as applicable.
- d. Supplier agrees to have a policy and process in place to undertake (1) a reasonable inquiry into the country of origin of tin, tantalum, tungsten and gold ("Conflict Minerals") incorporated into products it delivers to PTB, (2) due diligence of its supply chain, as necessary, to determine if Conflict Minerals sourced from the Democratic Republic of the Congo and adjoining countries directly or indirectly support unlawful conflict there, and (3) risk



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assessment and mitigation actions necessary to implement this country of origin inquiry and these due diligence procedures. Supplier shall take all other measures as are requested by PTB to comply with this subparagraph (d).

18. SUSPENSION OF WORK

- a. PTB's Authorized Purchasing Representative may, by written order, suspend all or part of the work to be performed under this Order for a period not to exceed 100 days, unless otherwise extended by mutual agreement of the parties. Within such period of any suspension of work, PTB shall (1) cancel the suspension of work order; (2) terminate this Order in accordance with the "Termination for Convenience" article of this Order; (3) cancel this Order in accordance with the "Termination for Default" article of this Order; or (4) extend the stop work period.
- b. Supplier shall resume work whenever a suspension is canceled. PTB and Supplier shall negotiate an equitable adjustment in the price or schedule or both if (1) this Order is not canceled or terminated; (2) the suspension results in a change in Supplier's cost of performance or ability to meet the Order delivery schedule; and (3) Supplier submits a claim for adjustment within 20 days after the suspension is canceled.

19. PACKING AND SHIPPING

Unless this Order specifies otherwise, supplier will ship the goods or services in accordance with the following instructions:

- a. Shipments by Supplier or its subcontractors must include packing sheets containing PTB's Order number, line item number, description, and quantity of Goods or Services shipped, part number or size, if applicable, and appropriate evidence of inspections. A shipment containing hazardous and non-hazardous materials must have separate packing sheets for the hazardous and non-hazardous materials. Supplier shall not include vermiculite or other hazardous substance in any packing material included with the Goods or Services. The total number of shipping containers will be referenced on all shipping documents.
 - 1) Supplier will label each shipping container with the Order number, and will label multiple cartons on the same shipper sequentially. (e.g., box 1 of 2; box 2 of 2).
 - 2) Supplier will include copies of documentation supporting prepaid freight charges (e.g., carrier invoices or UPS shipping log or manifest), if any, with its invoices.
- b. PTB will select the carrier and mode of transportation for all shipments where freight costs will be charged to PTB. If Supplier is unable to comply with the shipping instructions in this Order, Supplier will contact PTB's Purchasing Department.

All Shipping documents and original certifications shall reference the PTB Order number and line item.

20. INSURANCE

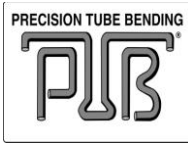
If this Order covers the performance of labor for PTB, Supplier agrees to indemnify and protect PTB against all liability, claims, or demands for injuries or damages to any person or property growing out of the performance of this Order. Supplier further agrees to furnish an Insurance Carrier's Certificate showing that Supplier has adequate insurance coverage in the following minimum amounts:

- a. Worker's Compensation. Statutory limits for the state(s) in which the work is to be performed.
- b. Comprehensive General Liability, including Contractual Liability; Completed Operations / Products; Broad Form Property Damage; and Contractor's Protective Liability, if subcontractors are used. Minimum limits for Personal Injury, including death, and Property Damage \$250,000 each occurrence, \$500,000 aggregate.
- c. Automobile Liability, including Owned, Hired, and Non-owned Vehicles. Minimum limits—Bodily Injury \$250,000 each person, \$500,000 each occurrence and Property Damage \$250,000 each occurrence

Said certificate(s) must set forth the name of the insurer, policy number, expiration date, limits of liability, and an Article providing for at least ten (10) days written notice of cancellation. If Supplier is a self-insurer, the Certificate of the Department of Labor of the State in which said labor is to be performed must be furnished by such Department directly to PTB. Compliance by Supplier with insurance requirements does not in any way affect Supplier's indemnification of PTB under article 14.

21. INSPECTION, ACCEPTANCE AND REJECTION

PTB may inspect the goods during any stage of their manufacture, construction, preparation, delivery or completion. PTB shall have the right to enter onto Supplier's premises at reasonable times to verify that the materials covered by this Order conform to all specified requirements and Supplier agrees to provide any and all supporting documentation required by PTB or PTB's Customers in the course of such investigation. At PTB's request, Supplier shall submit production and quality test



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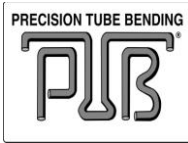
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reports and related data. Notwithstanding payment or prior inspection, if any of the goods and/or services are found to be defective in material or workmanship or otherwise not in conformity with the requirements of this Order, whether through inspection or otherwise, in addition to any other remedies that it may have, PTB may correct or have corrected the non-conformity at Supplier's expense or reject and return the goods and discontinue the services at Supplier's expense, at PTB's sole discretion. Goods rejected promptly shall be removed by the Supplier at its expense and at its risk. Final acceptance shall not be conclusive with respect to latent defects, fraud, gross mistakes amounting to fraud, or misrepresentations. Nothing in this Order shall relieve Supplier from the obligation of testing, inspection and quality control. Goods may be rejected for defects or defaults revealed by inspection, analysis or subsequent manufacturing operations even though such items previously may have been accepted, at PTB's sole discretion. Approval of sample goods by PTB will not relieve Supplier of responsibility of furnishing parts or materials ordered herein to blueprint and/or specifications furnished by PTB. In no event shall PTB be liable for material purchased or work performed in excess of releases issued by PTB.

22. EXPORT CONTROLS AND ECONOMIC SANCTIONS

- a. Supplier agrees to comply with all applicable export control and economic sanctions laws including, but not limited to: (i) the Export Administration Regulations (EAR) administered by the U.S. Department of Commerce; (ii) the International Traffic in Arms Regulations (ITAR) administered by the U.S. Department of State; (iii) the various economic sanctions programs administered by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC regulations) and the U.S. Department of State's Office of Terrorism Finance and Economic Sanctions Policy; and (iv) any export controls or economic sanctions maintained by the European Union ("EU"), United Kingdom, or any other governmental authority to which Supplier is subject (collectively "Export Control Laws").
- b. Supplier shall obtain any authorizations, licenses, or registrations required under the aforementioned Export Control Laws, including those required for the sale at issue to PTB. Supplier will furnish PTB with: (i) documentation identifying: any articles, services, software, technology, and/or technical data requiring subject to these Export Control Laws; (ii) written confirmation of the relevant Export Classification Control Numbers ("ECCNs"), U.S. Munitions List ("USML") category numbers, or other export classification designators for each such item; and (iii) copies of any related export licenses or authorizations. . If Supplier sources such items outside the United States, then Supplier shall notify PTB and take all necessary measures to comply with all foreign Export Control Laws that may relate to the sale or transfer of the same.
- c. Supplier shall clearly and appropriately label any controlled technical data (including, but not limited to, drawings, designs, specifications, blueprints, CAD information, and other technical documents or electronic information related to the production, manufacture, or maintenance of a controlled article) that it provides to PTB with as controlled pursuant to the EAR, ITAR, and/or other applicable laws. Supplier shall provide any controlled technical data communicated to PTB using secure communication protocols designed for the purpose of complying with the aforementioned Export Control Laws. Under no circumstances should such information be emailed using systems that are not designed for the secure communication of controlled technical data.
- d. Supplier agrees that it will not source any articles, services, software, technology, or technical data that originate from any country, government, organization, or person that is: (i) subject to U.S., EU, or British economic sanctions or other applicable sanction regimes; or (ii) any party that is debarred or restricted pursuant to the aforementioned Export Control Laws, or the U.S. Department of Defense Federal Acquisition Regulations.
- e. Supplier is solely and exclusively responsible for safeguarding all export controlled articles, services, software, technology, or technical data until PTB receives the items at issue. This includes both exports to a non-U.S. destination and allowing non-U.S. persons to access such items while located within the United States. Supplier will also take appropriate steps to ensure that no export controlled articles, services, software, technology, or technical data can be shipped to a controlled country (or otherwise accessed by unauthorized foreign nationals) without the appropriate export licenses. Where the Supplier is shipping of a controlled article, the Supplier shall use a carrier that maintains procedures designed to comply with the aforementioned Export Control Laws, and to provide any required notifications to the carrier that the shipment involves controlled items.
- f. If Supplier is a signatory to a Technical Assistance Agreement ("TAA") or Manufacturing License Agreement ("MLA") with PTB, Supplier shall promptly notify PTB of any changed circumstances that would require modifying the terms of such an agreement, including any potential violation of the terms of the agreement, any ineligibility to export, any investigation into alleged violations of the aforementioned Export Control Laws, any self-disclosure of potential export controls violations, any addition of foreign personnel to any project covered by such an Agreement, or any other circumstances that may affect the Supplier's ability to perform pursuant to the terms of the Agreement.



PRECISION TUBE BENDING PURCHASE ORDER TERMS and CONDITIONS

Effective Date – April 2017

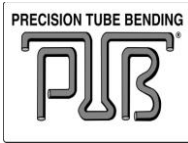
- g. Supplier shall immediately notify PTB if it is or becomes listed on any Excluded or Denied Party List maintained by any U.S. EU, or British agency, or if any government denies, suspends, or revokes its export privileges.
- h. Supplier shall prepare and provide accurate invoices and documentation for each shipment that will allow PTB to comply with the export and import requirements administered by U.S. Customs & Border Protection (“CBP”), including: (i) the Supplier’s name and address; (ii) the terms of sale; (iii) the total quantity of goods being shipped; (iv) a description of the goods being shipped; (v) the country of origin of the goods; (vi) the valuation of the goods; (vii) the currency in which the goods are priced; and (viii) any discounts that have been included for the shipment that are not otherwise reflected in the unit price.
- i. Supplier shall promptly notify PTB of any suspected violation of the aforementioned Export Control Laws. Supplier further agrees that it will fully cooperate in any investigation related to the subject matter of the Order, including by providing full access to relevant personnel and records to aid PTB in the identification and evaluation of any suspected violation, following reasonable notice from PTB.
- j. Supplier agrees to indemnify PTB for any fines, penalties, claims, losses, damages, costs (including legal costs), expenses, and liabilities (including costs of investigation of potential violations of the aforementioned Export Control Law) that may arise as a result of Supplier’s breach of any of the provisions within this Section.

23. COUNTERFEIT GOODS

- a. Supplier shall not furnish Counterfeit Goods to PTB, defined as Goods or separately-identifiable items or components of Goods that: (i) are an unauthorized copy or substitute of an Original Equipment Manufacturer or Original Component Manufacturer (collectively, “OEM”) item; (ii) are not traceable to an OEM sufficient to ensure authenticity in OEM design and manufacture; (iii) do not contain proper external or internal materials or components required by the OEM or are not constructed in accordance with OEM design; (iv) have been reworked, re-marked, re-labeled, repaired, refurbished, or otherwise modified from OEM design but not disclosed as such or are represented as OEM authentic or new; or (v) have not passed successfully all OEM required testing, verification, screening, and quality control processes. Notwithstanding the foregoing, Goods or items that contain modifications, repairs, re-work, or re-marking as a result of Supplier’s or its subcontractor’s design authority, material review procedures, quality control processes or parts management plans, and that have not been misrepresented or mismarked without legal right to do so, shall not be deemed Counterfeit Goods. Counterfeit Goods shall be deemed nonconforming to this Order.
- b. Supplier shall implement an appropriate strategy to ensure that Goods furnished to PTB under this Order are not Counterfeit Goods. Supplier’s strategy shall include, but is not limited to, the direct procurement of items from OEMs or authorized suppliers, conducting approved testing or inspection to ensure the authenticity of items, and, when items are to be procured from non-authorized suppliers, obtaining from such non-authorized suppliers appropriate certificates of conformance that provide one or more of the following: (i) the OEM’s original certificate of conformance for the item; (ii) sufficient records providing unbroken supply chain traceability to the OEM; or (iii) test and inspection records demonstrating the item’s authenticity.
- c. If Supplier becomes aware or suspects that it has furnished Counterfeit Goods to PTB under this Order, Supplier promptly, but in no case later than thirty (30) days from discovery, shall notify PTB and replace, at Supplier’s expense, such Counterfeit Goods with OEM or PTB-approved Goods that conform to the requirements of this Order. Supplier shall be liable for all costs related to the replacement of Counterfeit Goods and any testing or validation necessitated by the installation of authentic Goods after Counterfeit Goods have been replaced.
- d. Supplier bears responsibility for procuring authentic Goods or items from its subcontractors and shall ensure that all such subcontractors comply with the requirements of this article.

24. REPORTING EXECUTIVE COMPENSATION

- a. Within five (5) calendar days of PTB’s request, Supplier shall provide PTB with the following information: (i) the unique identifier (DUNS Number) for both Supplier and, if applicable, its parent company; (ii) a description of the products or services provided under the Order; (iii) Supplier’s physical address including street address, city, state, country, and nine-digit zip code and congressional district; and (iv) Supplier’s primary performance location including street address, city, state, country, and nine-digit zip code and congressional district.
- b. Supplier shall report to PTB within five (5) calendar days of PTB’s request, the names and total compensation of each of Supplier’s five most highly compensated executives for Supplier’s preceding completed fiscal year if in Supplier’s preceding fiscal year, Supplier received:



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- i. 80 percent or more of its annual gross revenues from Federal contracts, subcontracts, loans, grants, subgrants, and cooperative agreements;
 - ii. \$25,000,000 or more in annual gross revenues from Federal contracts, subcontracts, loans, grants, subgrants, and cooperative agreements; and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.
- c. The terms “executive” and “total compensation” are defined in FAR 52.204-10, “Reporting Executive Compensation and First-Tier Subcontract Awards” (OCT 2015).
 - d. This clause shall not apply if Supplier, in the previous tax year, had gross income from all sources under \$300,000.
 - e. PTB hereby informs Supplier that the information Supplier provides to PTB under this Paragraph 24 will be made public.

25. ENTIRE AGREEMENT

This Order contains the entire agreement of the parties and supersedes any and all prior agreements, understandings, and communications between PTB and Supplier related to the subject matter of this Order. No amendment or modification of this Order shall bind either party unless it is in writing and is signed by PTB's Authorized Purchasing Representative and an authorized representative of Supplier.

26. ELECTRONIC COMMUNICATION

PTB may modify these Terms and Conditions from time to time by posting notice of such modified Terms and Conditions through links provided on PTB's website at <www.precision-tube-bending.com> at least ten (10) days prior to the modified Terms and Conditions becoming effective. Supplier shall periodically review PTB's website and the Terms and Conditions. Supplier's continued performance of the Order without providing written notice to PTB detailing Supplier's objection to any modified Terms and Conditions will constitute Supplier's acceptance of such modified Terms and Conditions. Except as provided in the preceding sentences, or as otherwise provided in these Terms and Conditions, the Order may only be modified by PTB's written consent.

27. MISCELLANEOUS

- a. In no event shall PTB be liable to Supplier for anticipated profits or for incidental, special or consequential damages. PTB's liability for a claim of any kind or for any loss or damage arising out of or in connection with or resulting from this Order, or from any performance or breach, shall in no case exceed the price allocable to the goods or services which directly gives rise to the claim.
- b. Supplier and PTB are independent contracting parties and nothing in this Order shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.
- c. If any term of this Order is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this Order shall remain in full force and effect.

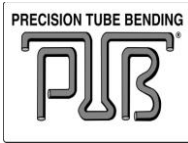
27. QUALITY MANAGEMENT SYSTEM CHANGES

Supplier shall notify PTB, in writing, in a timely manner, of any changes to Supplier's quality management system or personnel that may affect the condition of Goods or Services provided under this Order. This includes, but is not limited to changes in: company ownership or location; senior management including Quality Manager; certification status or disapproval of ISO, NADCAP, FAA, or Prime Contractor process approvals; and major changes in inspection or calibration methods.

28. QUALITY REQUIREMENTS

The Quality Requirements applicable to this Order are in Appendix A and Appendix B of these terms and conditions. At a minimum clauses A1 through A6 apply to all purchase orders. Appendix B is imposed per 17d above. Other clauses apply as appropriate to goods or services provided to Precision Tube Bending.

Product Clause	Raw Material	Machined or Formed	Standard Hardware	Welding	NDT, PT, Inspection	Thermal Processing	Cleaning	Finishes & Paint	Insulation
A1 — A6	X	X	X	X	X	X	X	X	X
A7	X			X					
A8		X		X	X	X	X	X	X



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A9					X	X		X	
A10				X					
A11					X				
A12		X	X	X	X			X	X
A13	X	X	X	X	X	X	X	X	X
A14		X		X	X	X	X	X	X
A15	X	X	X	X	X	X	X	X	X
A16	X	X						X	X
A17		X		X	X		X	X	X
A18		X		X	X			X	X

APPENDIX "A"

QUALITY MANAGEMENT SYSTEM CLAUSES

A1 QUALITY SYSTEM

Supplier shall establish and maintain a quality control system that complies with ISO 9001 Quality Management Systems requirements or AS/EN/JISQ 9100 Quality Management Systems – Aerospace requirements. Third party registration by an accredited registrar is preferred. Supplier shall permit PTB to review procedures, practices, processes, and related documents to determine such acceptability. Supplier shall have a continuing obligation to notify PTB, promptly, of any violation of, or deviation from, Supplier's approved inspection and quality control system, and to advise PTB of the quantity and specific identity of any Goods or Services delivered to PTB during the period of any such violations or deviations.

A2 APPROVED SUB-CONTRACTOR SOURCES OF SUPPLY AND FLOW DOWN

All material furnished, or processing performed, by a sub-tier supplier under this order must be approved by PTB or by the Prime Contractor identified on the face of this contract. Supplier is required to flow down the requirements of this purchase order, including terms and conditions, to the Supplier's subcontractors. Flow down of key characteristics is required when specified on the face of the PTB purchase order. Standard hardware must be in accordance with Specification QPL.

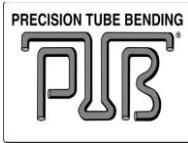
A3 INSPECTION

Goods or Services shall be subject to PTB inspection, surveillance, and test ("inspections") at reasonable times and places, including Supplier's subcontractor's locations at no additional cost to PTB. Inspections shall include practical audits of Supplier's processes, procedures and Quality Management System and shall be performed so as not to unduly delay the work.

Supplier and its subcontractors shall furnish without additional charge, reasonable facilities, and assistance for the safe and convenient performance of these inspections. PTB source inspection or acceptance is not required unless specifically stated elsewhere on this purchase order.

PTB's rights to access to perform inspections, and to review procedures, practices, processes, and documents related to quality assurance, quality control, flight safety, and configuration control shall extend to its customers, and the departments, agencies, or instrumentalities of the United States Government including the Federal Aviation Administration and any successor agency or instrumentality of the United States Government. Supplier shall cooperate with any such Government-directed inspections without additional charge to PTB. Nothing in this statement shall be interpreted to limit United States Government access to Supplier's facilities pursuant to law or regulation. Government source inspection or acceptance is not required unless specifically stated elsewhere on this purchase order.

A4 RECORD RETENTION AND TRACEABILITY



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Supplier shall maintain all records and traceability of all materials applicable to this purchase order in a systematic manner for a period of ten (10) years (or as otherwise required and agreed upon.) Supplier shall provide certifications for materials connected to, applied to, or used on, PTB parts (e.g., rivets, paint, penetrant developer) in a timely manner, upon request and shall notify PTB Quality Manager at the end of the required retention period for disposition of records.

A5 CERTIFICATE OF CONFORMANCE

Supplier shall submit a certificate of conformance (C of C), with each shipment of items covered by the purchase order. The C of C must list all of the drawings and specifications, and the amendment revision level of each document named. The C of C must be dated, signed by a responsible representative, and include statements relating to the full conformance of the purchase order, drawings, and specifications. Original certifications or copies may be provided as long as they remain unaltered or such alterations do not obscure all original content. Correction fluid shall not be used on originals or copies. Corrections shall be made by single-line-through with initials and date. Where PTB purchase order is for non-destructive testing only, paragraph A1 applies and supersedes paragraph A5.

A6 NON-CONFORMANCE NOTIFICATION

Supplier shall notify PTB Quality Assurance in writing of any non-conformance or process deviation in Supplier's product or process, discovered or suspected, regarding Goods or Services produced, or already delivered under this, or previous purchase orders. Disposition of any non-conformance or deviation must be approved in writing by PTB prior to shipment from supplier.

A7 RAW MATERIAL IDENTIFICATION

All raw material supplied under this purchase order must be identified with heat lot number, specification, alloy and temper, mill marking including material type. When required on the face of this purchase order, the Supplier shall provide certifications clearly showing the national origin or melt source of metallic raw material. In the case of weld rod each individual length must be "flag tagged" on one end with material type, applicable specification(s) and PTB PO number.

A8 MANUFACTURING PROCESSES

All manufacturing and process operations must be documented in a written procedure (e.g., shop travelers or planning) for each lot of parts produced or processed. Upon request, Supplier is to provide PTB with manufacturing or process procedure sheets. Once a manufacturing process procedure has been utilized to produce or apply a process, whether submitted to PTB or not, changes to the original procedure that affect the finished product must be submitted to PTB with an explanation of the reason for the change in procedure, prior to implementing change. Manufacturing and process procedures must be available to source inspectors. First Article Inspection reports shall be provided when indicated on the face of this Purchase Order.

A9 SPECIAL PROCESSES

When special processes are required, the procedure must be submitted to PTB for approval, unless the procedure has been approved by PTB's customer for the specific customer drawings or specifications applicable to the PTB purchase order.

A10 WELDING

When welding is required, weld procedures are to be submitted to PTB for approval, unless PTB's customer has approved the welding procedures. Supplier is to maintain weld procedure Qualification Records. Weld schedules, when required by specification, shall be submitted to PTB for review and approval prior to welding parts, regardless of Supplier's certifications or approvals from Prime Contractors or PTB's Customers.

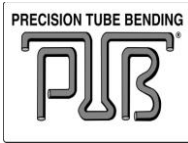
A11 NON-DESTRUCTIVE TESTING

When non-destructive testing is required, the non-destructive testing Procedures and Technique Sheets for the specific customer drawings or specifications applicable to the PTB purchase order are to be submitted to PTB along with a certification of test results. Non-destructive testing includes radiographic (x-ray), radiosopic (real time x-ray), magnetic particle, penetrant, ultrasonic, pressure test, and leak test. Actual test results are to be recorded. Test results and radiosopic media are to be kept on file in a viable format for the period described in A4 above. Supplier is to send radiographic (x-ray) film to PTB.

A12 DIMENSIONAL INSPECTION

Supplier shall submit a list of all actual dimensions as manufactured; the list shall reference the drawing number and revision.

When specified, a statistical control plan is to be provided, reflecting process variation reduction, process limits (statistical control limits), special and common cause identification, and Cpk maintained at 1.3 or greater.



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A13 MEASURING & TEST EQUIPMENT

Supplier must maintain a calibration system for measuring and test equipment, which complies or meets the intent of the requirements of the one of the following: ANSI-501-1, ISO 9001, AS 9100, ISO17025.

Supplier of calibration services shall perform calibration in accordance with ANSI-501-1 and ANSI Z540-1 as applicable. Certificates of Calibration must clearly state that the service was performed with equipment traceable to the National Institute of Standards and Technology (NIST). The supplier is responsible for selecting inspection equipment that is capable of the necessary accuracy and precision and is within its calibration interval.

A14 PARTS IDENTIFICATION

In-process identification will be selected by the Supplier to maintain part traceability without diminishing future functions of the part and without incurring extra costs for marking removal. When applicable or specified on the face of this purchase order, each part shall be marked with a serial number, and certifications accompanying parts shall reflect the same serial numbers. The marking method shall be in accordance with drawings, specifications, or other instructions.

A15 PACKAGING AND PROTECTION

Sheet stock shall be protected by appropriate material interleaved between individual sheets and on top and bottom surfaces of material. Supplier shall package items for shipment so as to prevent material to material contact of machined surfaces. Supplier shall individually wrap or box items to prevent damage in transit. When protective devices are installed on materials or items shipped to supplier, supplier shall maintain protection during processing and return all such items with return shipment.

A16 MATERIAL CERTIFICATION

Original certifications or copies may be provided as long as they remain unaltered or such alterations do not obscure all original content. Correction fluid shall not be used on originals or copies. Corrections shall be made by single-line-through with initials and date. The quality of certifications and inspection records must be suitable for microfilm or computer scanning. Supplier shall confirm that all articles furnished against this order do not contain, nor have they been contaminated with metallic mercury or mercury compounds; nor do they include and mercury-containing devices.

- Raw Material Certification

Supplier shall provide a copy of the original Mill Certified Chemical and Physical Test Report in accordance with the latest specifications. Distributors must provide a certification verifying traceability to the Mill Test Report supplied. Supplier is to provide a statement on the certification for the material supplied as to the country of origin (city alone is insufficient.)

- Material Subject to Aging

Supplier shall submit a certification which includes cure and manufacturing date for material whose acceptability is limited by age. Both the cure date and the shelf life shall be listed on the container and on the document certifying the material. PTB will not accept material which has less than 75% of its shelf life remaining upon receipt.

A17 FOD – FOREIGN OBJECT CONTROL REQUIREMENTS.

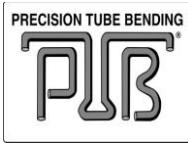
Suppliers shall maintain a FOD prevention program appropriate to their company and their product using National Aerospace Standard NAS 412 as a guideline. All PTB provided material, parts and assemblies are to be protected from damage by a foreign object or intrusion of foreign debris.

A18 DPD REQUIREMENTS FLOW-DOWN TO SUBTIER SUPPLIERS

Supplier must comply with Digital Product Definition/Model Based Definition requirements in accordance with NADCAP AC7130, Boeing D6-51991, Lockheed 79E040001A or other as noted on Purchase Order.

APPENDIX "B"

FEDERAL ACQUISITION REGULATION (FAR) AND DEPARTMENT OF DEFENSE FAR SUPPLEMENT (DFARS) FLOW DOWN CLAUSES



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1. **RATED ORDER.** If this is a “rated order” certified for national defense use, Supplier shall follow all the requirements of the Defense Priorities and Allocation System Regulations (15 C.F.R. Part 700).
2. **CERTIFICATIONS.** By accepting or performing this Purchase Order, Supplier certifies that:
 - a. Neither Supplier nor any of its Principals are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency. “Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).
 - b. Neither Supplier nor any of its affiliates are owned or controlled by the government of a country that is a state sponsor of terrorism.
 - c. Supplier: (i) is in compliance with Sec. 202 of Executive Order 11246, as amended by Executive Order 11375, and subsequent Executive Orders and the Rules and Regulations set forth by the Secretary of Labor in effect as of the date of this Executive Order; (ii) does not and will not provide or maintain at any of its establishments, nor permit its employees to perform their services at any location under its control where there are maintained segregated facilities; and (iii) agrees that a breach of this Certification violates the Equal Employment clause of Executive Order 11246. “Segregated Facilities” means facilities which are in fact segregated on a basis of race, color, religion, sex or national origin. Supplier agrees to: (1) obtain an identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; and (2) maintain such certifications in its files. The penalty for making a false representation is prescribed under 18 U.S.C. 1001 and any such false representation shall be a material breach of this Purchase Order.
 - d. If it has participated in a previous prime contract or subcontract subject to FAR 52.222-26, “Equal Opportunity,” that Supplier has filed all required compliance reports.
 - e. If it has previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), that Supplier has developed and has on file at each establishment affirmative action programs required by such rules and regulations.
 - f. If Supplier is registered in the System for Award Management (“SAM”), the size or socioeconomic representations and certifications in SAM (or any other successor system) are current, accurate and complete as of the date of Supplier’s offer.
 - g. To the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this Purchase Order. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of Supplier with respect to this Purchase Order, Supplier shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. Supplier need not report regularly employed officers or employees of Supplier to whom payments of reasonable compensation were made. Submission of this certification and disclosure is a prerequisite for making or entering into this Purchase Order imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure. As used in this Certification, “Lobbying contact” has the meaning provided at 2 U.S.C. 1602(8) and the remaining terms are defined in FAR clause 52.203-12, “Limitation on Payments to Influence Certain Federal Transactions.”

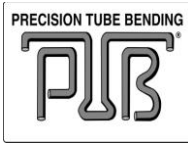
4. **CERTIFICATES OF CONFORMANCE.**

Supplier shall include with each shipment of Goods a Certificate of Conformance as follows:

I certify that on [insert date], the [insert Supplier’s name] furnished the supplies or services call for by Purchase Order No. [insert Purchase Order number] via [insert Carrier] on [identify the bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document. I further certify that, except as stated below, the supplies have been mined, produced, or manufactured in the United States and, if the supplies contain specialty metals, the supplies comply with the restrictions on specialty metals, as implemented through the Department of Defense Federal Acquisition Regulation Supplement.

Date of Execution: _____

Signature: _____



PRECISION TUBE BENDING

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Title: _____

The following Goods supplied under this Order have not been mined, produced, or manufactured in the United States:

Item Number or Identifier: _____

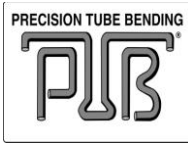
Country of manufacture: _____

PTB will not accept shipments of Goods that do not contain a properly executed Certificate of Conformance as required in this Paragraph 4.

5. **DISPUTES.** If PTB elects to prosecute any dispute involving this Order under the disputes procedure applicable to the U.S. Government prime or higher-tier contract, Supplier shall cooperate fully with PTB in prosecuting the dispute. Supplier shall be bound by the final outcome of the disputes procedure if: (i) PTB has afforded Supplier an opportunity to participate in PTB's prosecution of the dispute; or (ii) PTB, having decided to discontinue its own prosecution of the dispute, has afforded Supplier an opportunity to continue to prosecute the dispute in PTB's name. PTB and Supplier shall each bear their own costs of prosecuting any dispute. Pending the final resolution of any dispute arising out of or relating to this Order, Supplier shall proceed diligently with performance of this Order, including the delivery of Goods. All other disputes shall be governed by the DISPUTES clause in these Terms and Conditions.

6. **FAR AND DFARS CLAUSES.** The following clauses set forth in the Federal Acquisition Regulation ("FAR" available at <http://www.acquisition.gov/FAR>) and the Department of Defense FAR Supplement ("DFARS" available at <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>), in effect as of the date identified below are incorporated herein by reference with the same force and effect as if they were given in full text. For purposes of this Order, the following clauses shall operate, impose the obligations and responsibilities of the parties and be interpreted as if "Government" means "PTB," "Contracting Officer" means an authorized representative of PTB's purchasing department, "Contract" means this "Purchase Order," "Offeror" means "Supplier," "Contractor" means "Supplier," and "Disputes clause" means the disputes provisions in this Purchase Order. Supplier shall also include these FAR and DFARS clauses in each lower-tier subcontract it issues, as applicable.

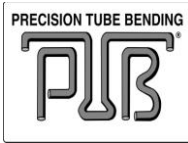
FAR NUMBER	CLAUSE	NOTES OR MODIFICATIONS
52.202-1	Definitions (Nov 2013)	
52.203-3	Gratuities (Apr 1984)	
52.203-5	Covenant Against Contingent Fees (May 2014)	Applies only if Order exceeds \$100,000
52.203-6	Restrictions on Subcontractor Sales to the Government (Sep 2006)	Applies only if Order exceeds \$150,000
52.203-7	Anti-Kickback Procedures (May 2014)	Applies only if Order exceeds \$150,000, except paragraph (c)(1)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)	
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (May 2014)	
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)	Applies only if Order exceeds \$150,000
52.203-13	Contractor Code of Business Ethics and Conduct (Oct 2015)	Applies only if Order exceeds \$5,500,000 and period of performance more than 120 days



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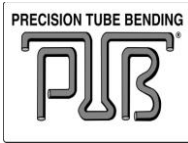
52.203-14	Display of Hotline Poster(s) (Oct 2015)	Applies only if Order exceeds \$5,500,000; does not apply if Order is for commercial items
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014)	Applies only if the Order exceeds \$150,000
52.204-2	Security Requirements (Aug 1996)	Applies only to Orders involving access to classified information
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)	Applies where Supplier will have routine physical access to federally controlled facilities or access to a federal information system
52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Oct 2015)	
52.209-6	Protecting the Governments Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015)	Applies only if Order exceeds \$35,000; does not apply to commercially available off-the-shelf items
52.211-5	Material Requirements (Aug 2000)	
52.211-15	Defense Priority and Allocation Requirements (Apr 2008)	Applies if priority rating is noted on this Order
52.215-2	Audits and Records- Negotiation (Oct 2010)	Applies if this Order is in excess \$150,000 and if: (1) Supplier is required to furnish cost or pricing data; or (2) the Order requires Supplier to furnish cost, funding, or performance reports; or (3) this is an incentive or redeterminable type Order
52.215-10	Price Reduction for Defective Cost or Pricing Data (Aug 2011)	Applies if certified cost or pricing data is required
52.215-11	Price Reduction for Defective Cost or Pricing Data-Modifications (Aug 2011)	Applies if certified cost or pricing data were not initially required but are required for a modification
52.215-12	Subcontracting Cost or Pricing Data (Oct 2010)	Applies if FAR 52.215-10 applies. The obligations which the clause intends to be required of subcontractors shall apply to Supplier and Supplier's subcontractors
52.215-13	Subcontractor Cost or Pricing Data-Modifications (Oct 2010)	Applies if FAR 52.215-11 applies. The obligations which the clause intends to be required of subcontractors shall apply to Supplier and Supplier's subcontractors
52.215-14	Integrity of Unit Prices (Oct 2010)	Applies, except paragraph (b), only if Order exceeds \$150,000; does not apply if Order is for commercial items
52.215-15	Pension Adjustments and Asset Reversions (Oct 2010)	Applies in Accordance with FAR 15.408-8(g)
52.215-16	Facilities Capital Cost of Money (Jun 2003)	Applies only if the Order is subject to Cost Principles at FAR Subpart 31.2 and Supplier proposed facilities capital cost of money in its quote



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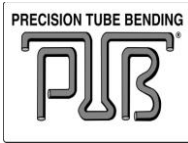
52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997)	Applies only if the Order is subject to Cost Principles at FAR Subpart 31.2 and Supplier did not propose facilities capital cost of money in its quote
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Jul 2005)	Applies if the Order meets the applicability requirements of FAR 15.408(j)
52.215-19	Notification of Ownership Changes (Oct 1997)	Applies if the Order meets the applicability requirements of FAR 15.408(k); Change "ACO" to Precision Tube Bending
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (Oct 2010)	
52.215-21	Requirements for Cost or Pricing Data or Information other than Cost or Pricing Data-Modifications (Oct 2010)	
52.215-23	Limitation on Pass-Through Charges (Oct 2009)	Applies if this is cost-reimbursement Order in excess of \$150,000, except if the prime contract to which this Order relates is with DoD, then the clause applies to both cost-reimbursement contracts and fixed-price contracts, except those identified in FAR 15.408(n)(2)(i)(B)(2), that exceed \$750,000
52.219-8	Utilization of Small Business Concerns (Oct 2014; Jul 2013)	Applies only if Order exceeds \$100,000
52.219-9	Small Business Subcontracting Plan (Oct 2015; Jul 2013)	Applies only if Order exceeds \$700,000 and Supplier is not a small business concern
52.219-16	Liquidated Damages - Subcontracting Plan (Jan 1999)	Applicable if FAR 52.219-9 applies to the Order
52.219-28	Post-Award Small Business Program Rerepresentation (Jul 2013)	
52.222-1	Notice to the Government of Labor Disputes (Feb 1997)	'Contracting Officer" means PTB
52.222-3	Convict Labor	
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation (May 2014)	Applies only if Order involves the employment of laborers or mechanics.
52.222-17	Nondisplacement of Qualified Workers (Jan 2013)	Applies if Order is for services and exceeds \$150,000
52.222-19	Child Labor—Cooperation with Authorities and Remedies (Jan 2014)	



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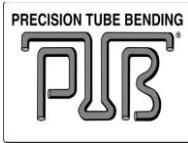
52.222-20	Walsh-Healey Public Contracts Act (Oct 2010)	Applies only if Order exceeds \$15,000
52.222-21	Prohibition of Segregated Facilities (Apr 2015; Feb 1999)	Applies if FAR 52.222.26 is applicable
52.222-22	Previous Contracts and Compliance Report	Applies if FAR 52.222.26 is applicable
52.222-25	Affirmative Action Compliance	Applies if FAR 52.222.26 is applicable
52.222-26	Equal Opportunity (Apr 2015; Mar 2007))	
52.222-35	Equal Employment Opportunity for Veterans (Oct 2015; Sep 2010)	Applies only if Order exceeds \$150,000
52.222-36	Affirmative Action for Workers with Disabilities (Jul 2014; Oct 2010)	Applies only if Order exceeds \$15,000
52.222-37	Employment Reports on Veterans (Oct 2015)	Applies only if Order exceeds \$150,000
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)	Applies only if Order exceeds \$10,000
52.222.41	Service Contract Labor Standards (May 2014)	Applies only if Order is for services subject to the Service Contract Labor Standards statute
52.222-50	Combating Trafficking in Persons (Mar 2015)	
52.222-54	Employment Eligibility Verification (Oct 2015)	Applies if Order exceeds \$3,500 except for commercial services that are part of the purchase of a COTS items (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item
52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997)	Applies only if Supplier delivers hazardous materials under this Order
52.223-7	Notice of Radioactive Materials (Jan 1997)	Applies if Order involves radioactive materials
52.223-11	Ozone Depleting Substances (May 2001)	Applies if Order involves work manufactured with or contains ozone-depleting substances
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)	Applies only if Order exceed \$3,500
52.225-1	Buy American Act - Supplies (May 2014)	Applies if Order exceeds \$2,500; Applies to Orders where the items being procured will be delivered as end items to the US Government.
52.225-5	Trade Agreements (Nov 2013)	Applies to Orders where the items being procured will be delivered as end items to the US Government if FAR 52.225-1 does not apply.



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52.225-8	Duty Free Entry (Oct 2010)	Applies if Order involves work that will be imported into the Customs Territory of the United States
52.225-13	Restriction on Certain Foreign Purchases (Jun 2008)	
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000)	Required if 52.219-9 is applicable
52.227-1	*Authorization and Consent (Dec 2007)	Applies only if Order exceeds \$150,000
52.227-2	*Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)	Applies only if Order exceeds \$150,000
52.227-9	*Refund of Royalties (Apr 1984)	Applies to Orders in which the amount of royalties reported during negotiation of the Order exceeds \$250
52.227-10	*Filing of Patent Applications-Classified Subject Matter (Dec 2007)	Applies if Order covers or is likely to cover classified subject matter
52.227-11	*Patent Rights—Ownership by the Contractor (May 2014)	Applies if the Order includes, at any tier, experimental, developmental, or research work
52.227-14	*Rights in Data – General (May 2014)	Does not apply if DFARS 252.227-7013 applies
52.228-5	Insurance – Work on a Government Installation (Jan 1997)	Applies if the Order involves work on a government installation
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)	Applies if Supplier is a small business concern
52.234-1	Industrial Resources Developed Under Defense Production Act Title III (Dec 1994)	
52.236-13	Accident Prevention (Nov 1991)	
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)	Applies if Order involves work performed on a government installation
52.242-13	Bankruptcy (Jul 1995)	
52.243-1	Changes-Fixed-Price	In paragraph (c), the terms “30 days” is changed to “10 days”
52.243-6	Change Order Accounting (Apr 1984)	
52.244-5	Competition in Subcontracting (Dec 1996)	Applicable to Orders over \$100,000 when the Order results from non-competitive procedures
52.244-6	Subcontracts for Commercial Items (Dec 2015)	
52.245-1	Government Property (Apr 2012)	
52.246-16	Responsibility for Supplies (Apr 1984)	



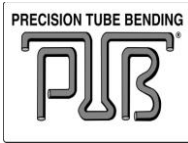
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52.247-63	Preference of United States Flag Air Carriers (Jun 2003)	Applies if the Order involves international air transportation
52.247-64	Preference for Privately Owned U.S. Flag Commercial Vessels (Feb 2006)	
52.248-1	Value Engineering (Oct 2010)	Applies if Order exceeds \$150,000

The following clauses apply if the Order is issued in support of a U.S. Department of Defense prime contract.

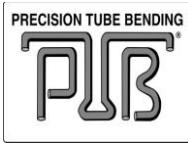
DFARS Number	CLAUSE	NOTES OR MODIFICATIONS
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies (Dec 2008)	Applies to first-tier subcontractors on DOD contracts if subcontract amount exceeds \$150,000
252.203-7002	Requirement to Inform Employees of Whistleblower Rights (Sep 2013)	
252.203-7003	Agency Office of Inspector General (Dec 2012)	Applies when FAR 52.203-13 applies
252.203-7004	Display of Fraud Hotline Poster(s) (Oct 2015)	Applies only if Order exceeds \$5,500,000; does not apply if Order is for commercial items; applies in lieu of FAR 52.203-14
252.204-7000	Disclosure of Information (Aug 2013)	
252.204-7009	Limitations on the Use and Disclosure of Third Party Contractor Reported Cyber Incident Information (Dec 2015)	Applies if the Order involves services that include support for the government' activities related to safeguarding covered defense information and cyber incident reporting
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (Dec 2015)	
252.209-7000	Acquisition from Subcontractors Subject to On-Site Inspection under the Intermediate-Range Nuclear Forces Treaty	Applies only if Order exceeds \$100,000
252.211-7000	Acquisition Streamlining (Oct 2010)	
252.211-7003	Item Unique Identification and Valuation (Jun 2013)	Applies if Order involves items for which unique identification is required
252.211-7006	Radio Frequency Identification (Sep 2011)	Applies if Order involves shipment of items listed in paragraph (b) of the clause
252.215-7000	Pricing Adjustments (Dec 2012)	Applies if FAR 52.215-12 or FAR 52.215-13 applies to Order



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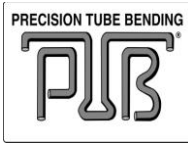
252.219-7003	Small Business Subcontracting Plan (Oct 2014)	Applies if FAR 52.219-9 applies to Order
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements (Dec 2010)	
252.223-7001	Hazard Warning Labels (Dec 1991)	Applies if Order requires delivery of hazardous materials
252.223-7002	Safety Precautions for Ammunition and Explosives (May 1994)	Applies if Order is for ammunition or explosives
252.223-7003	Change in Place of Performance – Ammunition and Explosives (Dec 1991)	Applies if DFARS 252.223-7002 applies to Order
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives (Sep 1999)	Applies if Order is for development, production, manufacture, or purchase of arms, ammunition, and explosives or when arms, ammunition, and explosives will be provided to Supplier as Government Furnished Property
252.223-7008	Prohibition of Hexavalent Chromium (Jun 2013)	
252.225-7001	Buy American Act and the Balance of Payments Program (Nov 2014)	Applies to Orders where the items being procured will be delivered as end items to the US Government; applies in lieu of FAR 52.225-1
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (Sep 2006)	Applies if Order is for the acquisition of items covered by the United States Munitions List of the International Traffic in Arms Regulations
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (Oct 2014)	Excluding paragraph (d)
252.225-7012	Preference for Certain Domestic Commodities (Feb 2013)	
252.225-7013	Duty-Free Entry (Nov 2014; Jun 2012)	Applies in lieu of FAR 52.225-8
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (Jun 2011)	Applies if Order involves items containing ball or roller bearings
252.225-7021	Trade Agreements Act (Oct 2015)	Applies to Orders where the items being procured will be delivered as end items to the US Government; applies in lieu of FAR 52.225-5
252.225-7025	Restriction on Acquisition of Forgings	



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252.225-7033	Waiver of United Kingdom Levies (Apr 2003)	Applies if Order is with a UK firm
252.225-7043	Anti-Terrorism/Force Protection Policy for Defense Contractors Outside the United States (Jun 2015)	Applies if Supplier is required to travel outside the United States for performance under the Order
252.225-7048	Export-Controlled Items (Jun 2013)	
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Sep 2004)	Applies if Order has a value exceeding \$500,000
252.227-7013	*Rights in Technical Data – Noncommercial Items (Feb 2014)	Applies where technical data for commercial items developed in part at Government expense will be provided for delivery; applies in lieu of FAR 52.227-14
252.227-7014	*Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Feb 2014)	Applies when Supplier's performance will require delivery of computer software or computer software documentation; applies in lieu of FAR 52.227-14
252.227-7016	*Rights in Bid or Proposal Information (Jan 2011)	Applies per paragraph (f) of the clause
252.227-7019	*Validation of Asserted Restrictions – Computer Software (Sep 2011)	Applies if Order requires Supplier to furnish software to the government
252.227-7025	*Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (May 2013)	
252.227-7026	*Deferred Delivery of Technical Data or Computer Software (Apr 1988)	
252.227-7027	*Deferred Ordering of Technical Data or Computer Software (Apr 1988)	
252.227-7028	*Technical Data or Computer Software Previously Delivered to the Government (Jun 1995)	
252.227-7037	*Validation of Restrictive Markings on Technical Data (Jun 2013)	Applies if Order requires delivery of technical data
252.227-7038	*Patent Rights – Ownership by Contractor (Large Business) (Jun 2012)	Applies if Supplier is a large business concern and Order is for experimental, developmental, or research work



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252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (Dec 1991)	
252.231-7000	Supplemental Cost Principles (Dec 1991)	
252.235-7003	Frequency Authorization – Basic (May 2014)	Applies if Order involves the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required
252.243-7001	Pricing of Contract Modifications (Dec 1991)	
252.244-7000	Subcontracts for Commercial Items (Jun 2013)	
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property (Apr 2012)	Applies to Order if FAR 52.245-1 is applicable
252.245-7004	Reporting, Reutilization, and Disposal (May 2013)	Applies to Order if FAR 52.245-1 is applicable
252.246-7003	Notification of Potential Safety Issues (Jun 2013)	Applies if Order is for (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System (May 2014)	Applies if Order is for electronic parts or assemblies containing electronic parts
252.247-7023	Transportation of Supplies by Sea (Apr 2014)	
252.247-7024	Notification of Transportation of Supplies by Sea (Mar 2000)	
252.249-7002	Notification of Anticipated Contract Termination or Reduction (Oct 2015)	

Note: No substitution of parties for the “government” applies to the clauses marked with an asterisk (*). References in these clauses to the “government” shall mean the U.S. Government and references to the “Contracting Officer” shall mean the U.S. Government Contracting Officer.