

PURCHASE ORDER



Parts Supply
OEM Solutions - Government

AAR Supply Chain, Inc.
One AAR Place
1100 North Wood Dale Rd.
Wood Dale, IL 60191
UNITED STATES
Phone: (630)-227-2000 Fax: (630)-227-2929
www.aarcorp.com

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This purchase order number must appear on all invoices, packing lists, cartons, and correspondence related to this order.

Ship Goods To:

AAR Supply Chain, Inc. - DBA AAR Defense Systems & Logistics
1100 N Wood Dale Rd
NORTH DOCK
Wood Dale, IL 60191
UNITED STATES

Vendor:

ONTIC ENGINEERING AND MANUFACTURING
INC
20400 PLUMMER STREET
CHATSWORTH, CA 91311
UNITED STATES

Bill To:

AAR Supply Chain, Inc.
One AAR Place
1100 North Wood Dale Rd.
Wood Dale, IL 60191
UNITED STATES

Vendor	Order By	Revised On	Revised By	Revision
25669	JENNIFER LAWLER			
Payment Terms	Freight Terms	Ship Via	F.O.B.	Resale Number
NET 30	COL	FEDEX-P1 SATURDAY	FOB ORIGIN	1613-7027

PO Notes: This purchase / repair order is subject to all AAR Supplier Quality Requirements. In the event of conflicting requirements, contact your AAR representative for written clarification.

Click on the link below for Supplier Quality Requirements.
<https://aaco01mstr98zq9prod.dxcloud.episerver.net/globalassets/documents/supplier-resources/asc-wdl-0107-supplier-quality-requirements-manual.pdf>

This Purchase Order is provided on the understanding and in the expectation that seller will simultaneously execute the Channel Partnership Agreement (the "Agreement") which has been provided to and is currently in seller's possession. Should seller fail to execute the Agreement within 48 hours of receipt of this Purchase Order, or propose further changes thereto which are not accepted by AAR, this Purchase Order shall become immediately void, and neither party shall have continuing obligations to the other thereunder. Ontic to be paid on 12/28/23 contingent upon receipt of product at AAR's Wood Dale facility by same date.

This Purchase Order shall be subject to the Terms and Conditions of Sale SAF -101 (Rev. 14Oct20) which are attached hereto.

Ontic to provide for delivery of the products to AAR's Wood Dale facility by 12/28/2023. All references to AAR Supplier Quality Requirements and Purchase Order Terms and Conditions are not applicable to this Order. AAR agrees to the unit prices specified in Exhibit A attached hereto. Ontic shall provide the manufacturer's Certificate of Conformance (CoC) with delivery in satisfaction of all documentation and record retention requirements. Ontic agrees to provide the ECCN, COO and Schedule B number for items on this purchase order to AAR within seventy-five (75) days after the date this PO is issued. If requested, AAR will grant Ontic such additional time as is reasonably necessary in order for Ontic to complete the transmission of this information. None of the delivered products shall be properly classifiable as "Hazardous Materials."

Item	Part / Description	FSC	Cond	Deliver By	Quantity	UoM	Unit Cost	Extended Cost
1-1	MILITARY	1Y249	N	12/30/2030	1.00	EA	4,300,000.00	4,300,000.00
	MLTRY MISC	NSN:				Country of Origin:		
2-1	N196121	45934	N	12/28/2023	9.00	EA	0.00	0.00
	ARMATURE ASSY.	NSN: 2925-00-101-7972				Country of Origin:		

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3-1	82405217 COUNTER,ELECTRICAL	45934	N	12/28/2023	21.00	EA	0.00	0.00
		NSN: 6680-99-858-2699		Country of Origin:				
4-1	01-10952 COVER,REAR	45934	N	12/28/2023	119.00	EA	0.00	0.00
		NSN: 1610-00-797-0499		Country of Origin:				
5-1	1433-623301 DISK,VALVE	45934	N	12/28/2023	33.00	EA	0.00	0.00
		NSN: 4810-00-572-4365		Country of Origin:				
6-1	80230209 PRINTED CIRCUIT BD ASSY (LOWER)	45934	N	12/28/2023	9.00	EA	0.00	0.00
		NSN: 5998-99-963-1482		Country of Origin:				
7-1	2068662-0701 DRIVE, PLANETARY	45934	N	12/28/2023	52.00	EA	0.00	0.00
		NSN: 5841-01-107-8227		Country of Origin:				
8-1	82405058 EXHST DUCT LAGD ASSY	45934	N	12/28/2023	8.00	EA	0.00	0.00
		NSN: 1680-99-488-7294		Country of Origin:				
9-1	80224779 WINDOW STRAP ASSY	45934	N	12/28/2023	25.00	EA	0.00	0.00
		NSN: 5340-99-648-4424		Country of Origin:				
10-1	174066 WASHER-SPECIAL-MLG	45934	N	12/28/2023	32.00	EA	0.00	0.00
		NSN: 5310-00-053-2879		Country of Origin:				
11-1	81707645 PE STATOR	45934	N	12/28/2023	3.00	EA	0.00	0.00
		NSN:		Country of Origin:				
12-1	81707905 BOLT	45934	N	12/28/2023	76.00	EA	0.00	0.00
		NSN: 5306-01-614-9907		Country of Origin:				
13-1	N199650 METER,TIME TOTALIZING	45934	N	12/28/2023	10.00	EA	0.00	0.00
		NSN: 6645-00-102-0015		Country of Origin:				
14-1	81707259 ME STATOR	45934	N	12/28/2023	2.00	EA	0.00	0.00
		NSN:		Country of Origin:				
15-1	82403745 DISK BRAKE SHOE	45934	N	12/28/2023	33.00	EA	0.00	0.00
		NSN: 1630-99-701-5801		Country of Origin:				

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16-1	N141219 WASHER	45934	N	12/28/2023	330.00	EA	0.00	0.00
		NSN: 5310-00-101-8011		Country of Origin:				
17-1	173990 SPACER	45934	N	12/28/2023	25.00	EA	0.00	0.00
		NSN: 5365-00-053-4535		Country of Origin:				
18-1	N182185 WASHER, THREADED	45934	N	12/28/2023	38.00	EA	0.00	0.00
		NSN: 5310-00-101-7857		Country of Origin:				
19-1	81708732 HOUSING	45934	N	12/28/2023	5.00	EA	0.00	0.00
		NSN:		Country of Origin:				
20-1	81707696 BEARING, BALL DEEP GROOVE	45934	N	12/28/2023	22.00	EA	0.00	0.00
		NSN:		Country of Origin:				
21-1	N179458 TERMINAL COVER	45934	N	12/28/2023	18.00	EA	0.00	0.00
		NSN: 5940-99-608-2122		Country of Origin:				
22-1	N197512 FLAME TUBE ASSY	45934	N	12/28/2023	1.00	EA	0.00	0.00
		NSN: 2835-00-094-8582		Country of Origin:				
23-1	42383BA PISTON-DAMPER	45934	N	12/28/2023	22.00	EA	0.00	0.00
		NSN: 2995-01-037-5672		Country of Origin:				
24-1	N196171 SEAL,PLAIN	45934	N	12/28/2023	100.00	EA	0.00	0.00
		NSN: 5330-00-094-8840		Country of Origin:				
25-1	82402748 TERMINAL BLOCK ASSY	45934	N	12/28/2023	11.00	EA	0.00	0.00
		NSN: 5940-01-285-9532		Country of Origin:				
26-1	1433-594085 SPRING,VALVE	45934	N	12/28/2023	125.00	EA	0.00	0.00
		NSN: 1660-00-572-4401		Country of Origin:				
27-1	N120042-24 N120042-3 SLEEVE	45934	N	12/28/2023	795.00	EA	0.00	0.00
		NSN: 5970-99-648-3262		Country of Origin:				
28-1	N188667 HELICAL COMPRESSION SPRING	45934	N	12/28/2023	93.00	EA	0.00	0.00
		NSN: 5360-00-101-7993		Country of Origin:				
29-1	N196314 DRIVE GEAR	45934	N	12/28/2023	7.00	EA	0.00	0.00
		NSN: 6115-00-101-7804		Country of Origin:				

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30-1	N199262 LEAD	45934	N	12/28/2023	9.00	EA	0.00	0.00
		NSN: 2920-00-101-8009		Country of Origin:				
31-1	N157187-3 NUT CAP WASHER	45934	N	12/28/2023	110.00	EA	0.00	0.00
		NSN: 5310-00-467-6321		Country of Origin:				
32-1	81707627 FAN	45934	N	12/28/2023	4.00	EA	0.00	0.00
		NSN:		Country of Origin:				
33-1	91612012 P-CLIP	45934	N	12/28/2023	32.00	EA	0.00	0.00
		NSN: 5340-01-352-2162		Country of Origin:				
34-1	82402566 SEAL	45934	N	12/28/2023	10.00	EA	0.00	0.00
		NSN: 5330-99-770-3514		Country of Origin:				
35-1	9850012P001 SHAFT	45934	N	12/28/2023	12.00	EA	0.00	0.00
		NSN: 3040-00-463-7485		Country of Origin:				
36-1	N188657-1 BRUSH GEAR ASSY.	45934	N	12/28/2023	1.00	EA	0.00	0.00
		NSN: 5977-99-610-6793		Country of Origin:				
37-1	81-2204-1 CKT CARD ASSY	45934	N	12/28/2023	4.00	EA	0.00	0.00
		NSN: 5998-01-162-9437		Country of Origin:				
38-1	N163033 BOLT, CAPTIVE	45934	N	12/28/2023	15.00	EA	0.00	0.00
		NSN: 5306-00-101-7845		Country of Origin:				
39-1	65-0969-5 INDICATOR LIGHT	45934	N	12/28/2023	4.00	EA	0.00	0.00
		NSN: 6220-01-050-7509		Country of Origin:				
40-1	N155787-329 SLEEVE, MARKER	45934	N	12/28/2023	808.00	EA	0.00	0.00
		NSN: 5970-99-648-3263		Country of Origin:				
41-1	A218B10 SCREW, 6-32 UNC	45934	N	12/28/2023	22.00	EA	0.00	0.00
		NSN: 5305-00-452-5319		Country of Origin:				
42-1	N70492 CIRCLIP	45934	N	12/28/2023	98.00	EA	0.00	0.00
		NSN: 1680-15-122-8350		Country of Origin:				

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43-1	80227957-1 BOLT	45934	N	12/28/2023	57.00	EA	0.00	0.00
		NSN:					Country of Origin:	
44-1	MC13568 PISTON AND SHOE ASSY	45934	N	12/28/2023	9.00	EA	0.00	0.00
		NSN: 1005-01-098-8117					Country of Origin:	
45-1	85800297 TRANSDUCTER VENT	45934	N	12/28/2023	5.00	EA	0.00	0.00
		NSN:					Country of Origin:	
46-1	NU2662 STEEL SCREW	45934	N	12/28/2023	23.00	EA	0.00	0.00
		NSN: 5305-99-718-3883					Country of Origin:	
47-1	N200688 TERMINAL BLOCK	45934	N	12/28/2023	4.00	EA	0.00	0.00
		NSN: 2920-00-143-3749					Country of Origin:	
48-1	85800298 TRANSDUCTER CONNECTING BLOCK	45934	N	12/28/2023	5.00	EA	0.00	0.00
		NSN: 6115-01-276-6061					Country of Origin:	
49-1	N186936 BOX	45934	N	12/28/2023	4.00	EA	0.00	0.00
		NSN: 6110-99-632-9611					Country of Origin:	
50-1	BS A 105-EP 1/4 UNF NUT	45934	N	12/28/2023	18.00	EA	0.00	0.00
		NSN:					Country of Origin:	
51-1	N181259 TERMINAL	45934	N	12/28/2023	18.00	EA	0.00	0.00
		NSN: 5940-99-608-2185					Country of Origin:	
52-1	85100721 GASKET, O-RING	45934	N	12/28/2023	36.00	EA	0.00	0.00
		NSN: 5330-01-263-7829					Country of Origin:	
53-1	N155787-188 SLEEVE, MARKER	45934	N	12/28/2023	916.00	EA	0.00	0.00
		NSN: 5970-99-193-1157					Country of Origin:	
54-1	N155787-189 MARKER, LEAD, HELSYN 150-2 (YELLOW)	45934	N	12/28/2023	915.00	EA	0.00	0.00
		NSN: 5970-99-193-1158					Country of Origin:	
55-1	1533220 BRUSH, ELECTRICAL CONTACT	45934	N	12/28/2023	38.00	EA	0.00	0.00
		NSN: 5977-00-910-5348					Country of Origin:	



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56-1	N196377 GEAR, DOUBLE	45934	N	12/28/2023	1.00	EA	0.00	0.00
		NSN: 2835-00-101-8904		Country of Origin:				
57-1	1545592-5 CAPACITOR ASSY	45934	N	12/28/2023	14.00	EA	0.00	0.00
		NSN: 5910-00-443-4010		Country of Origin:				
58-1	N179327 GASKET	45934	N	12/28/2023	10.00	EA	0.00	0.00
		NSN: 5330-00-467-6235		Country of Origin:				
59-1	N201274 COVER	45934	N	12/28/2023	2.00	EA	0.00	0.00
		NSN: 4820-01-368-7684		Country of Origin:				
60-1	N77668-6 WASHER, SPRING	45934	N	12/28/2023	62.00	EA	0.00	0.00
		NSN: 5310-00-467-6376		Country of Origin:				
61-1	N188664 LEAD ASSY	45934	N	12/28/2023	3.00	EA	0.00	0.00
		NSN: 2920-00-101-7989		Country of Origin:				
62-1	664210-2 ARM	45934	N	12/28/2023	7.00	EA	0.00	0.00
		NSN: 1660-00-676-1285		Country of Origin:				
63-1	A218A12 SCREW, 4-40 UNC	45934	N	12/28/2023	52.00	EA	0.00	0.00
		NSN: 5305-00-452-8888		Country of Origin:				
64-1	SP14E WASHER, PLAIN, 0.250 IN	45934	N	12/28/2023	131.00	EA	0.00	0.00
		NSN: 5310-00-471-7561		Country of Origin:				
65-1	N199466 WASHER	45934	N	12/28/2023	25.00	EA	0.00	0.00
		NSN: 5310-00-127-7328		Country of Origin:				
66-1	100005-1 MOTOR, 27VDC	45934	N	12/28/2023	2.00	EA	0.00	0.00
		NSN: 6105-01-218-3617		Country of Origin:				
67-1	1532827-6 CLAMP, LOOP	45934	N	12/28/2023	68.00	EA	0.00	0.00
		NSN: 5340-00-498-9783		Country of Origin:				
68-1	N183954 RACE, NEEDLE ROLLER	45934	N	12/28/2023	34.00	EA	0.00	0.00
		NSN: 3110-99-609-1684		Country of Origin:				
69-1	N181391 WASHER TAB	45934	N	12/28/2023	4.00	EA	0.00	0.00
		NSN: 5310-01-215-5528		Country of Origin:				

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70-1	82405159 GASKET	45934	N	12/28/2023	2.00	EA	0.00	0.00
		NSN: 5330-99-361-2949		Country of Origin:				
71-1	N188669 END CAP	45934	N	12/28/2023	11.00	EA	0.00	0.00
		NSN: 2920-00-101-8015		Country of Origin:				
72-1	A218A10 SCREW, 4-40 UNC	45934	N	12/28/2023	48.00	EA	0.00	0.00
		NSN: 5305-99-120-7033		Country of Origin:				
73-1	N182016-55 CADMIUM PLATED STANDARD 6.32	45934	N	12/28/2023	21.00	EA	0.00	0.00
		NSN: 5305-00-467-6331		Country of Origin:				
74-1	N137744-1E CHEESE HEAD SCREW W/TIE-WIRE HOLE	45934	N	12/28/2023	10.00	EA	0.00	0.00
		NSN: 5305-00-467-6334		Country of Origin:				
75-1	N188662 LEAD ASSY	45934	N	12/28/2023	2.00	EA	0.00	0.00
		NSN: 2920-00-101-7987		Country of Origin:				
76-1	NK8701 P. CLIP CLAMP	45934	N	12/28/2023	18.00	EA	0.00	0.00
		NSN:		Country of Origin:				
77-1	65-0856-3-327 APPR IDXR LT	45934	N	12/28/2023	4.00	EA	0.00	0.00
		NSN: 6610-01-044-0138		Country of Origin:				
78-1	N208022 FILTER ELEMENT,FLUID	45934	N	12/28/2023	5.00	EA	0.00	0.00
		NSN: 4330-01-024-4680		Country of Origin:				
79-1	SP47B WASHER, SPRING 6-32 UNC	45934	N	12/28/2023	61.00	EA	0.00	0.00
		NSN: 5310-99-665-8633		Country of Origin:				
80-1	N129337-37 O-RING	45934	N	12/28/2023	46.00	EA	0.00	0.00
		NSN: 5331-01-004-9553		Country of Origin:				
81-1	85800299 SLEEVE	45934	N	12/28/2023	4.00	EA	0.00	0.00
		NSN: 5970-01-251-8268		Country of Origin:				
82-1	N178075 BOLT	45934	N	12/28/2023	5.00	EA	0.00	0.00
		NSN: 5305-00-101-8014		Country of Origin:				

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83-1	74415-08 ARMATURE AND LINING,BRAKE	45934	N	12/28/2023	7.00	EA	0.00	0.00
		NSN: 6105-00-564-1270		Country of Origin:				
84-1	CX187977 NUT	45934	N	12/28/2023	27.00	EA	0.00	0.00
		NSN: 5310-99-759-5100		Country of Origin:				
85-1	10252784-1 SWITCH, SENSITIVE	45934	N	12/28/2023	30.00	EA	0.00	0.00
		NSN: 5930-01-092-1073		Country of Origin:				
86-1	N163058 PILLAR	45934	N	12/28/2023	14.00	EA	0.00	0.00
		NSN: 5340-99-956-2102		Country of Origin:				
87-1	SP27A WASHER, PLAIN, 6BA	45934	N	12/28/2023	155.00	EA	0.00	0.00
		NSN: 5310-00-453-1903		Country of Origin:				
88-1	N152059-35 CIRCLIP, BEVELLED	45934	N	12/28/2023	5.00	EA	0.00	0.00
		NSN: 5325-00-101-8016		Country of Origin:				
89-1	93122094 RESISTOR, 820 OHMS, 1/4W	45934	N	12/28/2023	70.00	EA	0.00	0.00
		NSN:		Country of Origin:				
90-1	N166803/7 TERMINAL BLOCK	45934	N	12/28/2023	7.00	EA	0.00	0.00
		NSN: 2920-00-101-7841		Country of Origin:				
91-1	N181815 NAMEPLATE	45934	N	12/28/2023	24.00	EA	0.00	0.00
		NSN: 9905-99-110-6316		Country of Origin:				
92-1	82403745-1 DISK BRAKE SHOE	45934	N	12/28/2023	1.00	EA	0.00	0.00
		NSN: 1630-99-721-5132		Country of Origin:				
93-1	91215084 SCREW	45934	N	12/28/2023	47.00	EA	0.00	0.00
		NSN:		Country of Origin:				
94-1	93218843 CAPACITOR, 10 MICROFARADS 50V	45934	N	12/28/2023	4.00	EA	0.00	0.00
		NSN: 5910-99-726-0790		Country of Origin:				
95-1	N196170 PLUG,MACHINE THREAD	45934	N	12/28/2023	2.00	EA	0.00	0.00
		NSN: 5365-00-094-8841		Country of Origin:				
96-1	NK7054 STAINLESS STEEL WASHER	45934	N	12/28/2023	52.00	EA	0.00	0.00
		NSN: 5310-00-099-4179		Country of Origin:				

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97-1	11450022-9 HOUSING, SWITCH	45934	N	12/28/2023	1.00	EA	0.00	0.00
		NSN: 5930-01-461-0645		Country of Origin:				
98-1	80404479 NAMEPLATE	45934	N	12/28/2023	16.00	EA	0.00	0.00
		NSN: 9905-99-609-2007		Country of Origin:				
99-1	N165237-8 SCREW	45934	N	12/28/2023	2.00	EA	0.00	0.00
		NSN:		Country of Origin:				
100-1	N177392-19 PACKING,PREFORMED	45934	N	12/28/2023	20.00	EA	0.00	0.00
		NSN: 5330-00-467-6241		Country of Origin:				
101-1	NU1308 CAPTIVE SCREW	45934	N	12/28/2023	4.00	EA	0.00	0.00
		NSN: 5305-98-853-8375		Country of Origin:				
102-1	11450111-1 BRACKET, ANGLE	45934	N	12/28/2023	4.00	EA	0.00	0.00
		NSN: 5340-01-287-6382		Country of Origin:				
103-1	N178559 HOLDER, BRUSH SPRING	45934	N	12/28/2023	1.00	EA	0.00	0.00
		NSN: 2925-99-608-0680		Country of Origin:				
104-1	N183383 SCREW	45934	N	12/28/2023	30.00	EA	0.00	0.00
		NSN: 5305-00-467-6341		Country of Origin:				
105-1	1545592-16 CAPACITOR, FIXED, ELECTROLYT IC	45934	N	12/28/2023	12.00	EA	0.00	0.00
		NSN: 5910-01-027-6415		Country of Origin:				
106-1	11450105-1 GASKET	45934	N	12/28/2023	3.00	EA	0.00	0.00
		NSN: 5330-01-286-1225		Country of Origin:				
107-1	85100216 CAP PLUG	45934	N	12/28/2023	2,930.00	EA	0.00	0.00
		NSN:		Country of Origin:				
108-1	N196755 GASKET	45934	N	12/29/2023	2.00	EA	0.00	0.00
		NSN: 5330-00-127-7339		Country of Origin:				

Declaration, documentation and placarding of dangerous and hazardous goods in accordance with Federal Code of regulations Title 49, ICAO ANNEX 18 and IATA Dangerous Goods Regulations is the responsibility of the vendor.



Parts Supply
OEM Solutions - Government

PURCHASE ORDER

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This purchase order number must appear on all invoices, packing lists, cartons, and correspondence related to this order.

All amounts are in US Dollars

LINE ITEM TOTAL:	4,300,000.00
CHARGES TOTAL:	0.00
TAX TOTAL:	0.00
TOTAL:	4,300,000.00

JENNIFER LAWLER

PURCHASE ORDER



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This purchase order number must appear on all invoices, packing lists, cartons, and correspondence related to this order.

PURCHASE ORDER TERMS AND CONDITIONS

- 1. THIS PURCHASE/REPAIR ORDER** IS NEITHER AN EXPRESSION OF ACCEPTANCE OF ANY OFFER MADE TO BUYER BY VENDOR NOR A CONFIRMATION OF ANY CONTRACT OR AGREEMENT BETWEEN BUYER AND VENDOR; THIS ORDER IS AN OFFER TO THE VENDOR TO CONTRACT ON THE TERMS SET FORTH HEREIN, AND SUCH OFFER EXPRESSLY LIMITS ACCEPTANCE BY VENDOR TO THE TERMS SET FORTH HEREIN, AND ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY VENDOR ARE SPECIFICALLY REJECTED, UNLESS EXPRESSLY AGREED TO IN A SUBSEQUENT WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE BUYER.
- 2. Specification, Certification and Traceability.** The material, parts, equipment or items ("goods") supplied shall comply with the applicable part numbers and other specifications stipulated on this Order. No substitutes are permitted except upon the prior written consent of Buyer. Any goods subject to Federal Aviation Regulations must have been manufactured in accordance with FAR Part 21 Sub part F, G, K or O and must be certified accordingly. Goods manufactured outside the U.S.A. which are to be fitted to a U.S. type certificated product shall be imported into the U.S.A. in accordance with FAR part 21 Sub-part N, under a certificate of airworthiness. Goods manufactured outside the United States under EASA, JAA or other approved Civil Aviation Authority shall be certified by EASA Form One, JAA Form 1 or approved equivalent Authorized Release Certificate /Airworthiness Approval Tag. All goods in new, overhauled, modified, repaired or serviceable condition shall be appropriately certified in accordance with FAA, EASA, JAA or approved Civil Aviation Authority airworthiness requirements. Please contact AAR for a current list of approved Civil Aviation Authorities. All goods shall be traceable in accordance with FAA Advisory Circular 20-62, latest revision. All standard parts shall be accompanied by a certificate from the OEM and distributor stating that the parts fully comply with the applicable published National, International or industry specification stated on this Order.
- 3. Packaging.** All goods will be packed and marked (including notice of hazardous substances) in accordance with industry standards and will comply with applicable laws and carrier requirements. Goods will be packed in accordance with ATA 300. Each container will be marked with applicable Order number and be accompanied by one copy of the shipping papers.
- 4. Title and Risk of Loss.** Title and risk of loss of goods purchased hereunder will be borne by Vendor until goods are received, in accordance with the terms hereof, at the FOB point specified herein at which time title and risk of loss will be borne by Buyer.
- 5. Termination for Convenience.** Buyer may at any time prior to delivery terminate this order for its convenience, in whole or in part, by written, telegraphic or verbal notice confirmed in writing to Vendor. If Vendor has specially manufactured the goods to fill this order and is unable to make other commercially reasonable disposition of the goods, Buyer will pay Vendor the costs incurred for the work performed by Vendor in respect of such goods at the time of written notification by Buyer. Vendor will mitigate such costs to the extent it is reasonably possible. Buyer's liability under this paragraph will not exceed the aggregate price specified in this Order.
- 6. Returns.** Buyer may, in its sole discretion, at any time and from time to time, within sixty (60) days after acceptance of the goods, return to Vendor any part or all of the goods and receive full credit on such returns.
- 7. Inspection.** All goods ordered will be subject to inspection and acceptance at destination by Buyer or its authorized representative within a commercially reasonable time.
- 8. Delays.** Time is of the essence for performance of this Order. If any goods or services are not delivered within the time specified, Buyer in addition to any other remedies provided by law, may refuse to accept all or any part of such goods or services and cancel this order; provided however, neither party will be liable for delays in delivery caused by force majeure which shall include Acts of God, war, fire, flood, explosion or earthquakes or any other cause beyond its control.
- 9. Prices.** The prices set forth in this Order are all inclusive, including, but not limited to taxes, the cost of packing, crating, materials and delivery to the FOB point. Prices are not subject to revision.
- 10. Warranties.** Vendor warrants that (a) all goods and services when delivered will be merchantable and free from defects in workmanship and material, will conform strictly to the specifications, drawings, samples, or other description specified herein or furnished herewith, and will be fit for their ordinary intended purposes and any special purpose specified by Buyer; (b) it has good title to the goods free from all encumbrances and that it will defend such title against demands of all persons whomsoever arising from any event or condition occurring prior to delivery of the goods; (c) goods of Vendor's design or production will be free from defects in design or production; and (d) it has all required authority and approvals to sell the goods to and perform the services for the Buyer. All warranties shall run to Buyer, its successors, assigns, and all persons to whom the goods may be resold.
- 11. Indemnity.** Vendor hereby releases and agrees to indemnify, defend and hold harmless Buyer, its officers, directors, employees and agents against all losses, liabilities, damages, costs, and expenses (a) arising from infringement or alleged infringement of any United States or foreign letters patent or any other intellectual property right by the services provided hereunder or by any of the goods delivered hereunder which were designed or manufactured by Vendor, and Vendor will defend or settle at its own expense any suit or proceeding brought for such infringement; and (b) for deaths of or injuries to any persons whomsoever, and for loss of, damage to, delay in delivery or destruction of any property arising out of or in any way connected with the services performed or goods sold hereunder, except to the extent such loss is caused solely by Buyer's willful misconduct. Promptly on Buyer's request, Vendor will pay all such losses, liabilities, damages, costs, and expenses and all costs and expenses of any claim, demand, suit, action, proceeding, litigation, or settlement relating thereto.
- 12. DPAS.** Vendor is required to comply with the mandatory requirements of the Defense Priorities and Allocations System (DPAS) (15 CFR, Part 700), if a DO/DX priority rating is assigned to this Order.
- 13. Government Contract.** If the box titled "Government Contract" is marked on the front of this Order, the required Federal Acquisition Regulation provisions and agency supplemental provisions in effect on the date of this Order are applicable to this Order. (See attached Additional Terms and Conditions for Government Subcontracts). When necessary to make the context applicable to this Order, the terms "Contractor" shall mean Vendor, "Government" and "Contracting Officer" or equivalent phrases shall mean Buyer or the Government, and "Contract" shall mean this Order. In the event of any conflict between the terms and conditions of this Order and the Government clauses incorporated by reference, then the terms and conditions of the latter shall prevail.
- 14. Assignment.** Vendor may not assign any rights or obligations arising under this Order without the prior written consent of Buyer.
- 15. Equal Employment Opportunity.** Vendor will comply with Executive Order No. 11246, dated September 24, 1965, as amended by Executive Order No. 11375, dated October 13, 1967, and all administrative regulations issued pursuant thereto; said Executive Order is hereby incorporated by reference and Vendor agrees to be bound by paragraphs (1) through (7) of Section 202 thereof. Vendor certifies that it does not maintain any segregated facilities for its employees and that it will not permit its employees to perform services at any location where segregated facilities are maintained. When applicable, Vendor will be bound by Section 503 of the Rehabilitation Act of 1973 and Section 402 of the Vietnam Era Veterans Readjustment Assistance Act. This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities. This contractor and subcontractor shall abide by the employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A.
- 16. Modifications.** No modifications of this Order will be binding on Buyer unless in writing and signed by Buyer or its agent. Usage of trade, course of performance, and course of dealing cannot supplement or modify this Order. Buyer reserves the right to make, and Vendor agrees to accept, reasonable changes to this Order, including changes as to packing, testing, destinations, specifications, designs, and delivery schedules, but changes will be authorized only by Buyer's written instructions. If such instructions affect delivery or price, Vendor will notify Buyer immediately, and an equitable adjustment in prices or other terms hereof will be agreed upon in a written amendment to this Order. Buyer's (a) failure to insist on strict performance of any term or condition hereof; or (b) failure or delay to exercise any right or remedy provided herein or by law or properly to notify Vendor in the event of breach; or (c) acceptance of or payment for goods hereunder; or (d) approval of any design will not release Vendor from any of the warranties or obligations of this Order and will not be deemed a waiver of any right of Buyer to insist upon strict performance hereof or of any of its rights or remedies as to any prior or subsequent default hereunder; nor will any purported oral modification or rescission of this Order by Buyer operate as a waiver of any term or condition hereof.
- 17. Set-off.** Vendor agrees that Buyer may, at any time and from time to time, set-off, recoup or credit any amounts owed to Vendor hereunder against any amounts owed by Vendor

PURCHASE ORDER



Parts Supply
OEM Solutions - Government

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This purchase order number must appear on all invoices, packing lists, cartons, and correspondence related to this order.

to Buyer or any affiliate of Buyer. For the purposes hereof, affiliate means any parent corporation, subsidiary corporation, or corporation or other entity under common ownership or control with Buyer.

18. General. If there is an express conflict between the terms of this Order and the provisions of any current written agreement between Vendor and Buyer also intended expressly to apply to the goods and/or services ordered herein, those provisions will control only for those goods and services contemplated both by this Order and the agreement. In filling this Order, Vendor and its subcontractors will comply with all applicable federal, state and local laws and rules and regulations and shall furnish evidence of such compliance as required by Buyer. Nothing in this Order or any acceptance hereof will constitute Vendor or any of its officers, directors, or employees as Buyer's agent, legal representative, or employee.

19. Governing Law. This Agreement shall be construed and governed according to the law of the State of Illinois. If the Vendor is from a country which has ratified the 1980 U.N. Convention on Contracts for the International Sale of Goods, the rights and obligations of the parties shall not be governed by such Convention, but shall be governed by the law of the State of Illinois.

Annex A

Disputes

Notwithstanding anything to the contrary provided in the FAR, DLAD, and DFAR clauses provided below, the Contracts Disputes Act shall have no application to this Contract, and nothing in this Contract grants Seller a direct claim or cause of action against the U.S. Government. Any reference to a “Disputes” clause shall mean the “Dispute Resolution, Venue, and Choice of Law” clause of this Agreement.

Definitions

As used in the FAR, DLAD, and DFARS clauses referenced below the following definitions shall apply:

1. “Contract” means any purchase order issued under this Agreement.
2. “Contracting Officer” shall mean the U.S. Government Contracting Officer for the government prime contract under which the purchase order is entered.
3. “Contractor” and “Offeror” means Channel Partner
4. “Prime Contract” means the contract between Channel Partner and the U.S. Government or between Channel and its higher-tier contractor who has a contract with the U.S. Government.
5. “Subcontract” means any contract placed by Supplier or lower-tier subcontractors under this Agreement.

The date of the clauses incorporated by reference below, are the same as the dates in effect as the date of AAR’s purchase Order, unless otherwise stated.

FAR Clauses

52.203-6	Restrictions On Subcontractor Sales To The Government (Jun 2020)
52.203-7	Anti-Kickback Procedures (Jun 2020)
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions (Sept 2007)
52.203-12	Limitation On Payments To Influence Certain Federal Transactions (JUN 2020)
52.203-15	Whistleblower Protections Under The American Recovery And Reinvestment Act Of 2009 (JUN 2010)
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (NOV 2023)
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (JAN 2017)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
52.204-21	Basic Safeguarding of Covered Contractor Information Systems (NOV 2021)
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (DEC 2023)
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)
52.204-27	Prohibition on a ByteDance Covered Application (JUN 2023)
52.204-30	Federal Acquisition Supply Chain Security Act Orders—Prohibition (Dec 2023)
52.209-6	Protecting The Government’s Interest When Subcontracting With Subcontractors Debarred, Suspended, Or Proposed For Debarment (NOV 2021)
52.211-5	Material Requirements (AUG 2000)
52.215-2	Audit and Records-Negotiation (Jun 2020)
52.215-8	Order of Precedence-uniform Contract Format (Oct 1997)
52.215-10`	Price Reduction for Defective Certified Cost or Pricing Data (Aug 2011)
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-Modifications (Jun 2020)
52.215-12	Subcontractor Certified Cost or Pricing Data (Jun 2020)
52.215-13	Subcontractor Certified Cost or Pricing Data-Modifications (Jun 2020)
52.215.14	Integrity of Unit Prices (Nov 2021)

52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (Nov 2021)
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications (Nov 2021)
52.215-22	Limitations On Pass-Through Charges-Identification Of Subcontract Effort (Oct 2009)
52.215-23	Limitations on Pass-Through Charges (Jun 2020)
52.215-14	Integrity of Unit Prices (NOV 2021)
52.219-8	Utilization of Small Business Concerns (OCT 2022)
52.222-19	Child Labor - Cooperation with Authorities and Remedies (NOV 2023)
52.222-26	Equal Opportunity (SEPT 2016) (Only subparagraphs (c)(1)-(11) apply.)
52.222-35	Equal Opportunity for Veterans (JUN 2020)
52.222-36	Equal Opportunity for Workers with Disabilities (JUN 2020)
52.222-37	Employment Reports on Veterans (JUN 2020)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
52.222-50	Combating Trafficking in Persons (NOV 2021)
52.222-54	Employment Eligibility Verification (MAY 2022)
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016)
52.223-18	Encouraging Contractor Policies to ban Text Messaging While Driving (JUN 2020)
52.223-7	Notice of Radioactive Material (JAN 1997)
52.225-13	Restrictions on Certain Foreign Purchases (FEB 2021)
52.225-18	
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (JUN 2020)
52.244-6	Subcontracts for Commercial Items (DEC 2023)
52.246-2	Inspection of Supplies-Fixed-Price (Aug 1996)
52.246-11	Higher-Level Contract Quality Requirements (The blank at paragraph (a) is replaced with the following "ISO 9001:2015")
52.246-15	Certificate of Conformance (Apr 1984)
52.246-26	Reporting Nonconforming Items (Nov 2021)
52.248-1	Value Engineering (JUN 2020)

DFARS Clauses

252.203-7002	Requirement to Inform Employees of Whistleblower Rights (DEC 2022)
252.204-7000	Disclosure of Information (OCT 2016)
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (JAN 2023)
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (JAN 2023)
252.204-7015	Disclosure of Information to Litigation Support Contractors (JAN 2023)
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services (JAN 2023)
252.204-7020	NIST SP 800-171DoD Assessment Requirements (JAN 2023)
252.204-7021	Cybersecurity Maturity Model Certification Requirements (JAN 2023)
252.223-7008	Prohibition of Hexavalent Chromium (JAN 2023)
252.225-7007	Prohibition on Acquisition of U.S. Munitions List Items from Communist Chinese Military Companies (DEC 2018)
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2023)
252.225-7013	Duty Free Entry (DEC 2022)
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings(JAN 2023)
252.225-7048	Export-Controlled Items (JUN 2013)
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten (JAN 2023)
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime (JAN 2023)

252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region (JUN 2023)
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts (JAN 2023))
252.244-7000	Subcontracts for Commercial Items and Commercial Components (JAN 2023)
252.246-7003	Notification of Potential Safety Issues (JAN 2023)
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System (JAN 2023)
252.246-7008	SOURCES OF ELECTRONIC PARTS (JAN 2023)
252.247-7023	Transportation of Supplies by Sea (JAN 023)

Procurement Notes and Miscellaneous

C01	Superseded Part Number Items(SEPT 2016)
RT001	Measuring And Test Equipment
SAMPLING	The sampling method shall be in accordance with MIL-STD-1916 or ASQ H1331, Table 1 or a comparable zero based sampling plan unless otherwise specified by the contract. If the applicable drawing, specification, standard, or Quality Assurance Provision (QAP) specifies critical, major and/or minor attributes, they shall be assigned verification levels of VII, IV and II or AQLS of 0.1, 1.0 and 4.0 respectively. Unspecified attributes shall be considered as major unless sampling plans are specified in applicable documents. For MIL-STD-1916, the manufacturer may use the attribute or variable inspection method at their option or per the contract. MIL-STD-105/ASQ Z1.4 may be used to set sample lot size, but acceptance would be zero non-conformances in the sample lot unless otherwise specified in the contract.
RQ017	PHYSICAL IDENTIFICATION/BARE ITEM MARKNG
RQ018:	Contractor Retention of Supply Chain Traceability Documentation (Aug 2016)
RS001:	Shelf-Life



Ontic Engineering and Manufacturing, Inc.
Terms and Conditions of Sale
SAF-101 (Rev. 14Oct20)

NOTICE: Sale of any Products is expressly conditioned on Buyer's assent to these Terms and Conditions. Any acceptance of Seller's offer is expressly limited to acceptance of these Terms and Conditions and Seller expressly objects to any additional or different terms proposed by Buyer. No purchase order will modify these Terms and Conditions even if signed by Seller's representative. Any order to perform work and Seller's performance of work will constitute Buyer's assent to these Terms and Conditions. These Terms and Conditions prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute Seller's acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms and Conditions.

1. Definitions

"Buyer" means the entity to which Seller is providing Products under the Contract.

"Contract" means either the contract agreement signed by both parties, or the purchase order signed by Buyer and accepted by Seller in writing, for the sale of Products or Services, together with these Terms and Conditions, Seller's final quotation, the agreed scope(s) of work, and Seller's order acknowledgement. Unless provided otherwise in a contract agreement, these Terms and Conditions of Sale will take precedence over other documents included in the Contract.

"Contract Price" means the agreed price stated in the Contract for the sale of Products and Services, including adjustments (if any) in accordance with the Contract.

"Insolvent/Bankrupt" means that a party is insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for it or any of its assets, or files or has filed against it a proceeding under any bankruptcy, insolvency dissolution or liquidation laws.

"Products" means the equipment, parts, materials, supplies, and other goods Seller has agreed to supply to Buyer under the Contract.

"Seller" means the entity providing Products or performing Services under the Contract.

"Services" means the services Seller has agreed to perform for Buyer under the Contract.

"Site" means the premises where Products are used, not including Seller's premises from which it performs Services.

"Terms and Conditions" means these "Terms and Conditions for Sale of Products and Services," together with any modifications or additional provisions specifically stated in Seller's final quotation or expressly agreed upon by Seller in writing.

2. Payment

2.1. Buyer shall pay Seller for the Products and Services by paying all invoiced amounts in U.S. dollars, without set-off for any payment from Seller not due under this Contract, within 30 days from the invoice date. For each calendar month, or fraction thereof, that payment is late, Buyer shall pay a late payment charge computed at the rate of 1.5% per month on the overdue balance, or the maximum rate permitted by law, whichever is less.

2.2. If and as requested by Seller, Buyer shall at its expense establish and keep in force payment security in the form of an irrevocable, unconditional, sight letter of credit or bank guarantee allowing for payments as Products are shipped and Services are performed, plus payment of cancellation and termination charges, and all other amounts due from Buyer under the Contract ("Payment Security"). The Payment Security must be (a) in a form, and issued or confirmed by a bank acceptable to Seller, (b) payable at the counters of such acceptable bank or negotiating bank, (c) opened at least 60 days prior to both the earliest scheduled shipment of Products and commencement of Services, and (d) remain in effect until the latest of 90 days after the last scheduled Product shipment, completion of all Services and Seller's receipt of the final payment required under the Contract. Buyer shall, at its expense, increase the amount(s), extend the validity period(s) and make other appropriate

modifications to any Payment Security within ten days of Seller's notification that such adjustment is necessary in connection with Buyer's obligations under the Contract.

2.3. Seller is not required to commence or continue its performance unless and until any required Payment Security is received, operative and in effect and all applicable payments have been received. If at any time Seller reasonably determines that Buyer's financial condition or payment history does not justify continuation of Seller's performance, Seller will be entitled to require full or partial payment in advance or otherwise restructure payments, request additional forms of Payment Security, suspend its performance or terminate the Contract.

3. Taxes and Duties

Seller shall be responsible for all corporate taxes measured by net income due to performance of or payment for work under this Contract ("Seller Taxes"). Buyer shall be responsible for all taxes, duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Buyer or Seller) in relation to the Contract or the performance of or payment for work under the Contract other than Seller Taxes ("Buyer Taxes"). The Contract Price does not include the amount of any Buyer Taxes. If Buyer deducts or withholds Buyer Taxes, Buyer shall pay additional amounts so that Seller receives the full Contract Price without reduction for Buyer Taxes. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes.

4. Deliveries; Title Transfer; Risk of Loss; Storage

4.1. Products are deemed accepted by Buyer unless Buyer notifies Seller in writing within 10 days of delivery of product shortages, damage or defect. No returns may be made for any reason without a Return Material Authorization issued by Seller. If Buyer refuses to accept tender or delivery of any products or returns any products without authorization from Seller, such products will be held by Seller awaiting Buyer's instruction for 20 days, after which Seller may deem the products abandoned and dispose of them as it sees fit, without crediting Buyer's account.

4.2. Title to products and risk of loss or damage shall pass to Buyer upon delivery EXW-Ex Works Seller's factory or warehouse. Seller shall not be responsible for damage to any of the products while the products are in transit. Any claim Buyer may have due to damage in transit shall be made of Buyer against the carrier. For export shipments, Seller shall deliver Products to Buyer Ex Works Seller's factory or warehouse (Incoterms 2010). Buyer shall pay all delivery costs and charges or pay Seller's standard shipping charges. Seller reserves the right to make and to invoice for partial deliveries of completed articles. Delivery times are approximate and are dependent upon prompt receipt by Seller of all information necessary to proceed with the work without interruption. If Products delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Buyer shall so notify Seller within ten days after receipt.

4.3. The commodities purchased under this order may be subject to export licensing and other export related requirements and restrictions of the U.S.

Export Administration Regulations, 15 CFR Parts 730-774 (EAR), and/or the U.S. International Traffic in Arms Regulations, 22 CFR Parts 120-130 (ITAR). Buyer shall comply with these regulations and all other applicable U.S. export laws and regulations when exporting the commodities or related technical data from the United States, including furnishing or transferring the commodities or related technical data to a foreign person located anywhere.

4.4. If any Products to be delivered under this Contract or if any Buyer equipment repaired at Seller's facilities cannot be shipped to or received by Buyer when ready due to any cause attributable to Buyer or its other contractors, Seller may ship the Products and equipment to a storage facility, including storage at the place of manufacture or repair, or to an agreed freight forwarder. If Seller places Products or equipment into storage, the following apply: (a) title and risk of loss immediately pass to Buyer, if they have not already passed, and delivery will be deemed to have occurred; (b) any amounts otherwise payable to Seller upon delivery or shipment will be due; (c) all expenses and charges incurred by Seller related to the storage will be payable by Buyer upon submission of Seller's invoices; and (d) when conditions permit and upon payment of all amounts due, Seller shall make Products and repaired equipment available to Buyer for delivery.

4.5. If repair Services are to be performed on Buyer's equipment at Seller's facility, Buyer shall be responsible for, and shall retain risk of loss of, such equipment always, except that Seller shall be responsible for damage to the equipment while at Seller's facility to the extent such damage is caused by Seller's negligence.

5. Warranty

5.1. Seller warrants that Products shall be delivered free from defects in material, workmanship, and title and that Services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications.

5.2. All warranty adjudication requests must receive prior approval from Seller before Buyer returns any product. The Seller's Return Material Authorization (RMA) number will authenticate the warranty request upon receipt at Seller's facility. The Seller will have sole right to accept or deny any warranty upon evaluation of returned item. Failure to have Seller's RMA number clearly marked on Buyer documentation will invalidate warranty consideration. The product warranty shall start on date of delivery to Buyer, except as noted below, and shall apply as follows:

- Factory New Units*: Two years
- Overhaul*: One year or 2000 flight hours (documentation substantiating flight hours required), whichever occurs first
- Repair*: Six months and limited to materials installed and labor performed during last repair activity
- Detail Parts: No Warranty - Guaranteed Conformity prior to installation

*Note: Any material returned and determined by Seller to have a No Fault Found (NFF) finding will result in charges to Buyer for inspection, test and recertification. Seller's obligation is limited to the repair and/or replacement of such products returned to the Seller, transportation charges prepaid, within time periods listed above to the Buyer when examination thereof shall disclose them to Seller's satisfaction, to have been defective. This Warranty does not apply to any of Seller's products which have been opened, disassembled, repaired or altered by anyone other than Seller or subjected to improper installation, misuse or abuse as determined by Seller. Except for the warranty coverage referenced above, Seller will not have any liability or obligation to Buyer or any other person for any claim, loss, damage, or expense caused in whole or in part, directly or indirectly, by the inadequacy of any products for any purpose, by any deficiency or defect in any product, by the use or performance of any products or by any failure or delay in Seller's performance hereunder, or for any special, direct,

indirect, incidental, consequential, exemplary or punitive damages, however caused, including, without limitation, personal injury or loss or business or profit, whether or not Buyer will have informed Seller of the possibility or likelihood of any such damages.

5.3. If Products or Services do not meet the above warranties, Buyer shall promptly notify Seller in writing prior to expiration of the warranty period. Seller shall, at its option (a) repair or replace defective Products; and / or (b) re-perform defective Services. If despite Seller's reasonable efforts, a non-conforming Product cannot be repaired or replaced, or non-conforming Services cannot be re-performed, Seller shall refund or credit monies paid by Buyer for such non-conforming Products and Services. Warranty repair, replacement or re-performance by Seller will not extend or renew the applicable warranty period. Buyer shall obtain Seller's agreement on the specifications of any tests it plans to conduct to determine whether a non-conformance exists.

5.4. The warranties and remedies set forth herein are expressly conditioned upon (a) proper storage, installation, use, operation, and maintenance of Products; (b) Buyer's keeping complete, accurate records of operation and maintenance during the warranty period and providing Seller access to those records; and (c) modification or repair of Products or Services only as authorized by Seller in writing. Failure to meet any such condition renders the warranty null and void. Seller is not responsible for normal wear and tear.

5.5. This Article 5 provides the exclusive remedies for all claims based on a failure of or defect in Products or Services, regardless of when such failure or defect arises, and whether a claim, however described, is based on contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise. The warranties provided in this Article 5 are exclusive and are in lieu of all other warranties, conditions and guarantees, whether written, oral, implied or statutory. NO IMPLIED OR STATUTORY WARRANTY, OR WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES.

6. Confidentiality

6.1. Seller and Buyer (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Contract. "Confidential Information" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within 20 days after the oral or visual disclosure. In addition, prices for Products and Services will be considered Seller's Confidential Information.

6.2. Receiving Party agrees: (a) to use the Confidential Information only in connection with the Contract and associated Products and Services; (b) to take reasonable measures to prevent disclosure of the Confidential Information to third parties; and (c) not to disclose the Confidential Information to a competitor or any party affiliated with a competitor of Disclosing Party. The reasonable measures that Receiving Party shall take to prevent disclosure of the Confidential Information include the same security measures and degree of care that Receiving Party applies to its own confidential information, which Receiving Party warrants as providing adequate protection from unauthorized disclosure, copying or use.

6.3. Notwithstanding the restrictions set forth in 6.2, (a) Seller may disclose certain Confidential Information to its representatives and affiliates in connection with performance of the Contract; (b) a Receiving Party may disclose Confidential Information to its auditors; (c) Buyer may disclose certain Confidential Information to lenders as necessary for Buyer to secure or retain financing needed to perform its obligations under the Contract; and (d) a Receiving Party may disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any

such auditors, lenders or other permitted third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Contract entitles Receiving Party to retain an item of Confidential Information. Seller may also retain one archive copy of Buyer's Confidential Information.

6.4. The obligations under this Article 6 will not apply to any portion of the Confidential Information that: (a) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (b) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (c) is independently developed by Receiving Party, its representatives or affiliates, without reference to or use of the Confidential Information; (d) is required to be disclosed by law or court order provided that the Receiving Party promptly notifies the Disclosing Party in advance of such disclosure and reasonably cooperates in attempts to maintain the confidentiality of the Confidential Information.

6.5. Each Disclosing Party warrants that it has the right to disclose the Confidential Information that it discloses. Neither Buyer nor Seller will be permitted to make any public announcement about the Contract without prior written approval of the other party. As to any individual item of Confidential Information, the restrictions under this Article 6 shall expire five years after the date of disclosure, except with respect to information designated as a trade secret of the Disclosing Party, in which case the obligation will not expire unless and until such Confidential Information becomes part of the public domain or subject to an exception as set forth in section 6.4, through no act or omission of the Receiving Party. Nothing in this section is intended or will be construed to supersede any separate confidentiality or nondisclosure agreement signed by the parties.

6.6. In the event Buyer and Seller have entered into a separate confidentiality agreement or mutual non-disclosure agreement, the provisions of this Section 6, Confidentiality, shall supersede that agreement as relates to this Contract.

7. Intellectual Property

7.1. Seller shall defend and indemnify Buyer against any claim by a non-affiliated third party (a "Claim") alleging that Products or Services furnished under this Contract infringe a patent in effect in the U.S., an EU member state or the country of the Site (provided there is a corresponding patent issued by the U.S. or an EU member state), or any copyright or trademark registered in the country of the Site, provided that Buyer (a) promptly notifies Seller in writing of the Claim; (b) makes no admission of liability and does not take any position adverse to Seller; (c) gives Seller sole authority to control defense and settlement of the Claim; and (d) provides Seller with full disclosure and reasonable assistance as required to defend the Claim.

7.2. Section 7.1 will not apply and Seller will have no obligation or liability with respect to any Claim based upon (a) Products or Services that have been modified, or revised, (b) the combination of any Products or Services with other products or services when such combination is a basis of the alleged infringement, (c) unauthorized use of Products or Services, or (f) Products or Services made or performed to Buyer's specifications.

7.3. Should a Product or Service, or any portion thereof, become the subject of a Claim, Seller may at its option (a) procure for Buyer the right to continue using the Product or Service, or applicable portion thereof; (b) modify or replace it in whole or in part to make it non-infringing; or (c) failing (a) or (b), take back infringing Products or Services and refund the price received by Seller attributable to the infringing Products or Services.

7.4. Article 7 states Seller's exclusive liability for intellectual-property infringement by Products or Services.

7.5. Each party will retain ownership of all Confidential Information and intellectual property it had prior to the Contract. Any new intellectual property conceived or created by Seller in the performance of this Contract, whether alone or with any contribution from Buyer, will be owned exclusively by Seller, and Buyer agrees to cooperate as necessary to achieve that result.

8. Indemnity

Each of Buyer and Seller (as an "Indemnifying Party") shall indemnify the other party (as an "Indemnified Party") from and against claims brought by a third party because of personal injury or damage to the third party's tangible property, to the extent caused by negligent or intentional acts or omissions of the Indemnifying Party in connection with this Contract. In the event the injury or damage is caused by joint or concurrent negligence of Buyer and Seller, the loss shall be borne by each party in proportion to its degree of negligence. For purposes of Seller's indemnity obligation, no part of the Products or Site is considered third party property.

9. Insurance

During the term of the Contract, Seller shall maintain for its protection Commercial General Liability with a limit of \$5,000,000.00. If required in the Contract, Seller shall provide a certificate of insurance reflecting such coverage.

10. Excusable Events

Seller will not be liable or considered in breach of its obligations under this Contract to the extent that Seller's performance is delayed or prevented, directly or indirectly, by any cause beyond its reasonable control, or by armed conflict, acts or threats of terrorism, epidemics, strikes or other labor disturbances, or acts or omissions of any governmental authority or of the Buyer or Buyer's contractors or suppliers. If an excusable event occurs, the schedule for Seller's performance will be extended by the amount of time lost by reason of the event plus such additional time as may be needed to overcome the effect of the event. If acts or omissions of the Buyer or its contractors cause the delay, Seller will also be entitled to an equitable price adjustment.

11. Termination and Suspension

11.1. Buyer may terminate the Contract (or the portion affected) for cause if Seller (a) becomes Insolvent/Bankrupt; or (b) commits a material breach of the Contract that does not otherwise have a specified contractual remedy, provided that (i) Buyer first provides Seller with detailed written notice of the breach and of Buyer's intention to terminate the Contract; and (ii) Seller then fails, within 30 days after receipt of the notice, to commence and diligently pursue cure of the breach.

11.2. If Buyer terminates the Contract pursuant to Section 11.1, (a) Seller shall reimburse Buyer the difference between that portion of the Contract Price allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete that scope; and (b) Buyer shall pay to Seller (i) the portion of the Contract Price allocable to Products completed; and (ii) amounts for Services performed before the effective date of termination. The amount due for Services will be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Seller's then-current standard time and material rates.

11.3. Seller may suspend or terminate the Contract (or any affected portion thereof) immediately for cause if Buyer (a) becomes Insolvent/Bankrupt; or (b) materially breaches the Contract, including but not limited to failure or delay in Buyer's providing Payment Security, making any payment when due, or fulfilling any payment conditions.

11.4. If the Contract (or any portion thereof) is terminated for any reason other than Seller's default under Section 11.1, Buyer shall pay Seller for all Products completed and Services performed before the effective date of termination, plus

expenses reasonably incurred by Seller in connection with the termination. The amount due for Services will be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Seller's then-current standard time and material rates.

11.5. Either Buyer or Seller may terminate the Contract (or the portion affected) upon 20 days' notice if there is an excusable event (as described in Article 10) lasting longer than 120 days. In such case, Buyer shall pay to Seller amounts payable under Section 11.4.

11.6. Buyer shall pay all reasonable expenses incurred by Seller in connection with a suspension, including, but not limited to, fee collection and costs of storage during suspension. The schedule for Seller's obligations will be extended for a period reasonably necessary to overcome the effects of any suspension.

12. Compliance with Laws, Codes, and Standards

12.1. Seller shall comply with laws applicable to the manufacture of Products and its performance of Services. Buyer shall comply with laws applicable to the application, operation, use and disposal of the Products and Services.

12.2. Seller's obligations are conditioned upon Buyer's compliance with all U.S. and other applicable trade control laws and regulations. Buyer shall not transship, re-export, divert or direct Products other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice.

13. Changes

13.1. Each party may at any time propose changes in the schedule or scope of Products or Services. Seller is not obligated to proceed with any change until both parties agree upon such change in writing. The written change documentation will describe the changes in scope and schedule, and the resulting changes in price and other provisions, as agreed.

13.2. The scope, Contract Price, schedule, and other provisions will be equitably adjusted to reflect additional costs or obligations incurred by Seller resulting from a change, after Seller's proposal date, in Buyer's Site-specific requirements or procedures, or in industry specifications, codes, standards, applicable laws or regulations. However, no adjustment will be made because of a general change in Seller's manufacturing or repair facilities resulting from a change in laws or regulations applicable to such facilities. Unless otherwise agreed by the parties, pricing for additional work arising from such changes will be at Seller's time and material rates.

14. Limitations of Liability

14.1. The total liability of Seller for all claims of any kind arising from or related to the formation, performance or breach of this Contract, or any Products or Services, will not exceed the (a) Contract Price; or (b) if Buyer places multiple order(s) under the Contract, the price of each particular order for all claims arising from or related to that order and US \$5,000 for all claims not part of any particular order.

14.2. Seller will not be liable for loss of profit or revenues, loss of use of equipment or systems, interruption of business, cost of replacement power, cost of capital, downtime costs, increased operating costs, any special, consequential, incidental, indirect, or punitive damages, or claims of Buyer's customers for any of the foregoing types of damages.

14.3. All Seller liability will end upon expiration of the applicable warranty period, if Buyer may continue to enforce a claim for which it has given notice prior to that date by commencing an action or arbitration, as applicable under this Contract, before expiration of any statute of limitations or other legal time limitation but in no event later than one year after expiration of such warranty period.

14.4. Seller will not be liable for advice or assistance that is not required for the work scope under this Contract.

14.5. If Buyer is supplying Products or Services to a third party, or using Products or Services at a facility owned by a third party, Buyer shall either (a) indemnify and defend Seller from and against any and all claims by, and liability to, any such third party in excess of the limitations set forth in this Article 14; or (b) require that the third party agree, for the benefit of and enforceable by Seller, to be bound by all the limitations included in this Article 14.

14.6. For purposes of this Article 14, the term "Seller" means Seller, its affiliates, subcontractors, and suppliers of any tier, and their respective employees. The limitations in this Article 14 will apply regardless of whether a claim is based in contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise, and will prevail over any conflicting terms, except to the extent that such terms further restrict Seller's liability.

15. Governing Law and Dispute Resolution

15.1. This Contract will be governed by and construed in accordance with the laws of (a) the State of California if Buyer's place of business is in the U.S.; or (b) England and Wales if the Buyer's place of business is outside the U.S., in either case without giving effect to any choice of law rules that would cause the application of laws of any other jurisdiction (the "Governing Law"). If the Contract includes the sale of Products and the Buyer is outside the Seller's country, the United Nations Convention on Contracts for the International Sale of Goods will apply.

15.2. All disputes arising in connection with this Contract, including any question regarding its existence or validity, shall be resolved in accordance with this Article 15. If a dispute is not resolved by negotiations, either party may, by giving written notice, refer the dispute to a meeting of appropriate higher management, to be held within 20 business days after the giving of notice. If the dispute is not resolved within 30 business days after the giving of notice, or such later date as may be mutually agreed, either party may commence arbitration or court proceedings, depending upon the location of the Buyer, in accordance with the following: (a) if Buyer's pertinent place of business is in the U.S., legal action may be commenced either in federal court with jurisdiction applicable to, or state court located in, either Los Angeles County, California or the location of Buyer's principal place of business; or (b) if Buyer's pertinent place of business is outside the U.S., the dispute shall be submitted to and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce ("ICC"). The parties shall select a single arbitrator in accordance with the ICC rules, unless the amount in dispute exceeds the equivalent of U.S. \$5,000,000, in which event the dispute will be adjudicated by three arbitrators. In such cases, each party shall appoint one arbitrator, and those two shall appoint the third within 30 days, with the third's being deemed the Chair. The seat, or legal place of arbitration, will be London, England, and the arbitration will be conducted in English. In reaching their decision, the arbitrators shall give full force and effect to the intent of the parties as expressed in the Contract, and if a solution is not found in the Contract, shall apply the governing law of the Contract. The decision of the arbitrator(s) will be final and binding upon both parties, and neither party shall seek recourse to a law court or other authority to appeal for revisions of the decision.

15.3. Notwithstanding the foregoing, each party will have the right at any time, at its option and where legally available, to immediately commence an action or proceeding in a court of competent jurisdiction, subject to the terms of this Contract, to seek a restraining order, injunction, or similar order to enforce the confidentiality provisions set forth in Article 6 or to seek interim or conservatory measures. Monetary damages will be available only in accordance with Section 15.2.

16. Inspection and Factory Tests

Seller shall apply its normal quality-control procedures in manufacturing Products. Seller shall attempt to accommodate requests by Buyer to witness

Seller's factory tests of Products, subject to appropriate access restrictions, if such witnessing can be arranged without delaying the work.

17. General Clauses

17.1. Seller may assign or novate its rights and obligations under the Contract, in whole or in part, to any of its affiliates or may assign any of its accounts receivable under this Contract to any party without Buyer's consent. Buyer agrees to execute any documents that may be necessary to complete Seller's assignment or novation. Seller may subcontract portions of the work, so long as Seller remains responsible for it. The delegation or assignment by Buyer of any or all its rights or obligations under the Contract without Seller's prior written consent (which consent shall not be unreasonably withheld) will be void.

17.2. Buyer shall notify Seller immediately upon any change in ownership of more than 50% of Buyer's voting rights or of any controlling interest in Buyer. If Buyer fails to do so or Seller objects to the change, Seller may (a) terminate the Contract, (b) require Buyer to provide adequate assurance of performance (including but not limited to payment), and/or (c) put in place special controls regarding Seller's Confidential Information.

17.3. If any Contract provision is found to be void or unenforceable, the remainder of the Contract will not be affected. The parties will endeavor to replace any such void or unenforceable provision with a new provision that achieves substantially the same practical and economic effect and is valid and enforceable.

17.4. The following Articles will survive termination or cancellation of the Contract: 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, and 17.

17.5. The Contract represents the entire agreement between the parties. No oral or written representation or warranty not contained in this Contract will be binding on either party. Buyer's and Seller's rights, remedies and obligations arising from or related to Products and Services sold under this Contract are limited to the rights, remedies and obligations stated in this Contract. No modification, amendment, rescission or waiver will be binding on either party unless agreed in writing.

17.6. Except as provided in Article 14 (Limitations of Liability), this Contract is only for the benefit of the parties, and no third party will have a right to enforce any provision of this Contract, whether under the English Contracts (Rights of Third Parties) Act of 1999 or otherwise.

17.7. This Contract may be signed in multiple counterparts that together will constitute one agreement. Seller may amend all or any part of these Terms, Service Contract(s) and/or Services. Any such modifications and/or amendments to these Terms will not apply retroactively (unless agreed to separately by Buyer) and shall become effective seven days after publication, however, changes made for legal or regulatory reasons will be effective immediately upon publication.

18. U.S. Government Contracts

18.1. This Article 18 applies only if the Contract is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government.

18.2. Orders are subject to U.S. Government regulation and shall abide by the requirements of 41 CFR SS 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.

Exhibit A

PART ID	PART DESCRIPTION	PART NSN	Final QTY	Unit Price	Total Price
N196121	ARMATURE ASSY.	2925-00-101-7972	9	\$ 96,226.74	\$ 866,040.66
82405217	INDICATOR	6680-99-858-2699	21	\$ 37,952.40	\$ 797,000.40
01-10952	COVER, REAR	1610-00-797-0499	119	\$ 3,002.52	\$ 357,299.88
1433-623301	DAMPER, 3 INCH BUTTERFLY AIR	1660-00-572-4365	33	\$ 8,778.67	\$ 289,696.11
80230209	PRINTED CIRCUIT BD ASSY (LOWER)	5998-99-963-1482	9	\$ 36,177.78	\$ 325,600.02
2068662-0701	DRIVE, PLANETARY	5841-01-107-8227	52	\$ 2,841.23	\$ 147,743.96
82405058	EXHST DUCT LAGD ASSY	1680-99-488-7294	8	\$ 12,397.81	\$ 99,182.50
80224779	WINDOW STRAP ASSY	5340-99-648-4424	25	\$ 3,681.13	\$ 92,028.30
174066	WASHER-SPECIAL-MLG	5310-00-053-2879	32	\$ 2,580.91	\$ 82,589.12
81707645	PE STATOR		3	\$ 25,418.96	\$ 76,256.89
81707905	BOLT	5306-01-614-9907	76	\$ 925.25	\$ 70,318.85
N199650	INDICATOR, ELAPSED TIME	6645-00-102-0015	10	\$ 6,785.48	\$ 67,854.78
81707259	ME STATOR		2	\$ 31,023.85	\$ 62,047.70
82403745	BRAKE PAD	1630-99-701-5801	33	\$ 1,845.35	\$ 60,896.48
N141219	WASHER	5310-00-101-8011	330	\$ 151.41	\$ 49,965.30
173990	SPACER	5365-00-053-4535	25	\$ 1,924.64	\$ 48,116.00
N182185	WASHER, THREADED	5310-00-101-7857	38	\$ 1,222.51	\$ 46,455.35
81708732	HOUSING		5	\$ 8,628.59	\$ 43,142.94
81707696	BEARING, BALL DEEP GROOVE		22	\$ 1,672.72	\$ 36,799.84
N179458	TERMINAL COVER	5940-99-608-2122	18	\$ 1,752.30	\$ 31,541.40
N197512	FLAME TUBE ASSY	2835-00-094-8582	1	\$ 31,161.38	\$ 31,161.38
42383BA	PISTON-DAMPER	2995-01-037-5672	22	\$ 1,211.60	\$ 26,655.20
N196171	WASHER, SEALING	5330-00-094-8840	100	\$ 259.23	\$ 25,922.70
82402748	TERMINAL BLOCK ASSY	5940-01-285-9532	11	\$ 2,311.14	\$ 25,422.54
1433-594085	SPRING	1660-00-572-4401	125	\$ 200.00	\$ 25,000.00
N120042-24	N120042-3 SLEEVE	5970-99-648-3262	795	\$ 29.36	\$ 23,339.61
N188667	HELICAL COMPRESSION SPRING	5360-00-101-7993	93	\$ 227.52	\$ 21,159.36
N196314	DRIVE GEAR	6115-00-101-7804	7	\$ 2,975.82	\$ 20,830.74
N199262	LEAD	2920-00-101-8009	9	\$ 2,288.58	\$ 20,597.22
N157187-3	NUT CAP WASHER	5310-00-467-6321	110	\$ 170.11	\$ 18,711.79
81707627	FAN		4	\$ 4,479.40	\$ 17,917.58
91612012	P-CLIP	5340-01-352-2162	32	\$ 553.10	\$ 17,699.33
82402566	SEAL SUPPORT ASSY	5330-99-770-3514	10	\$ 1,590.13	\$ 15,901.32
9850012P001	SHAFT	3040-00-463-7485	12	\$ 1,219.04	\$ 14,628.48
N188657-1	BRUSH GEAR ASSY.	5977-99-610-6793	1	\$ 12,480.00	\$ 12,480.00
81-2204-1	CKT CARD ASSY	5998-01-162-9437	4	\$ 3,058.92	\$ 12,235.68
N163033	BOLT, CAPTIVE	5306-00-101-7845	15	\$ 717.36	\$ 10,760.40
65-0969-5	INDICATOR LIGHT	6220-01-050-7509	4	\$ 2,673.04	\$ 10,692.14
N155787-329	SLEEVE, MARKER	5970-99-648-3263	808	\$ 11.95	\$ 9,652.87
A218B10	SCREW, 6-32 UNC	5305-00-452-5319	22	\$ 438.53	\$ 9,647.62
N70492	CIRCLIP	1680-15-122-8350	98	\$ 94.00	\$ 9,212.00
80227957-1	BOLT		57	\$ 154.07	\$ 8,781.88
MC13568	PISTON AND SHOE ASSY	1005-01-098-8117	9	\$ 918.82	\$ 8,269.38
85800297	TRANSDUCTER VENT		5	\$ 1,623.83	\$ 8,119.14
NU2662	STEEL SCREW	5305-99-718-3883	23	\$ 351.81	\$ 8,091.61
N200688	TERMINAL BLOCK	2920-00-143-3749	4	\$ 2,016.90	\$ 8,067.60
85800298	TRANSDUCTER CONNECTING BLOCK	6115-01-276-6061	5	\$ 1,507.81	\$ 7,539.06
N186936	BOX	6110-99-632-9611	4	\$ 1,797.92	\$ 7,191.70
BS A 105-EP	1/4 UNF NUT		18	\$ 398.06	\$ 7,165.15
N181259	TERMINAL	5940-99-608-2185	18	\$ 388.24	\$ 6,988.25
85100721	GASKET, O-RING	5330-01-263-7829	36	\$ 187.00	\$ 6,731.86

Exhibit A

N155787-188	SLEEVE, MARKER	5970-99-193-1157	916	\$ 7.32	\$ 6,701.27
N155787-189	MARKER, LEAD, HELSYN 150-2 (YELLOW)	5970-99-193-1158	915	\$ 7.32	\$ 6,693.96
1533220	BRUSH, ELECTRICAL CONTACT	5977-00-910-5348	38	\$ 161.70	\$ 6,144.60
N196377	GEAR, DOUBLE	2835-00-101-8904	1	\$ 5,726.13	\$ 5,726.13
1545592-5	CAPACITOR ASSY	5910-00-443-4010	14	\$ 430.00	\$ 6,020.00
N179327	GASKET	5330-00-467-6235	10	\$ 596.63	\$ 5,966.28
N201274	PLATE, BLANKING	4820-01-368-7684	2	\$ 2,972.67	\$ 5,945.34
N77668-6	WASHER, SPRING	5310-00-467-6376	62	\$ 93.43	\$ 5,792.82
N188664	LEAD ASSY	2920-00-101-7989	3	\$ 1,904.44	\$ 5,713.31
664210-2	ARM	1660-00-676-1285	7	\$ 800.00	\$ 5,600.00
A218A12	SCREW, 4-40 UNC	5305-00-452-8888	52	\$ 106.22	\$ 5,523.65
SP14E	WASHER, PLAIN, 0.250 IN	5310-00-471-7561	131	\$ 41.25	\$ 5,403.84
N199466	WASHER, TAB	5310-00-127-7328	25	\$ 213.68	\$ 5,342.08
100005-1	MOTOR, 27VDC	6105-01-218-3617	2	\$ 2,600.00	\$ 5,200.00
1532827-6	CLAMP, LOOP	5340-00-498-9783	68	\$ 74.58	\$ 5,071.44
N183954	RACE, NEEDLE ROLLER	3110-99-609-1684	34	\$ 147.23	\$ 5,005.75
N181391	WASHER	5310-01-215-5528	4	\$ 1,243.06	\$ 4,972.22
82405159	GASKET	5330-99-361-2949	2	\$ 2,381.12	\$ 4,762.25
N188669	END CAP	2920-00-101-8015	11	\$ 421.40	\$ 4,635.43
A218A10	SCREW, 4-40 UNC	5305-99-120-7033	48	\$ 96.34	\$ 4,624.13
N182016-55	CADMIUM PLATED STANDARD 6.32	5305-00-467-6331	21	\$ 218.73	\$ 4,593.36
N137744-1E	CHEESE HEAD SCREW W/TIE-WIRE HOLE	5305-00-467-6334	10	\$ 457.96	\$ 4,579.58
N188662	LEAD ASSY	2920-00-101-7987	2	\$ 2,219.63	\$ 4,439.26
NK8701	P. CLIP CLAMP		18	\$ 240.58	\$ 4,330.37
65-0856-3-327	APPR IDXR LT	6610-01-044-0138	4	\$ 1,038.42	\$ 4,153.68
N208022	FILTER ELEMENT	4330-01-024-4680	5	\$ 798.64	\$ 3,993.19
SP47B	WASHER, SPRING 6-32 UNC	5310-99-665-8633	61	\$ 65.16	\$ 3,974.75
N129337-37	O-RING	5331-01-004-9553	46	\$ 84.30	\$ 3,877.80
85800299	SLEEVE	5970-01-251-8268	4	\$ 966.19	\$ 3,864.77
N178075	BOLT	5305-00-101-8014	5	\$ 765.79	\$ 3,828.96
74415-08	BRAKE, ARMATURE & LINING ASSY	6105-00-564-1270	7	\$ 512.33	\$ 3,586.30
CX187977	NUT	5310-99-759-5100	27	\$ 120.81	\$ 3,261.98
10252784-1	SWITCH, SENSITIVE	5930-01-092-1073	30	\$ 94.57	\$ 2,837.14
N163058	PILLAR	5340-99-956-2102	14	\$ 197.76	\$ 2,768.70
SP27A	WASHER, PLAIN, 6BA	5310-00-453-1903	155	\$ 16.58	\$ 2,570.02
N152059-35	CIRCLIP, BEVELLED	5325-00-101-8016	5	\$ 472.50	\$ 2,362.50
93122094	RESISTOR, 820 OHMS, 1/4W		70	\$ 27.38	\$ 1,916.46
N166803/7	TERMINAL BLOCK	2920-00-101-7841	7	\$ 273.40	\$ 1,913.82
N181815	NAMEPLATE	9905-99-110-6316	24	\$ 70.22	\$ 1,685.38
82403745-1	BRAKE PAD	1630-99-721-5132	1	\$ 1,585.75	\$ 1,585.75
91215084	SCREW		47	\$ 30.73	\$ 1,444.40
93218843	CAPACITOR, 10 MICROFARADS 50V	5910-99-726-0790	4	\$ 361.06	\$ 1,444.22
N196170	CAP, FILTER	5365-00-094-8841	2	\$ 699.68	\$ 1,399.37
NK7054	STAINLESS STEEL WASHER	5310-00-099-4179	52	\$ 21.84	\$ 1,135.52
11450022-9	HOUSING, SWITCH	5930-01-461-0645	1	\$ 1,084.56	\$ 1,084.56
80404479	NAMEPLATE	9905-99-609-2007	16	\$ 65.82	\$ 1,053.12
N165237-8	SCREW		2	\$ 516.90	\$ 1,033.80
N177392-19	O-RING	5330-00-467-6241	20	\$ 51.42	\$ 1,028.40
NU1308	CAPTIVE SCREW	5305-98-853-8375	4	\$ 214.52	\$ 858.10
11450111-1	BRACKET, ANGLE	5340-01-287-6382	4	\$ 213.60	\$ 854.40
N178559	HOLDER, BRUSH SPRING	2925-99-608-0680	1	\$ 844.02	\$ 844.02
N183383	SCREW	5305-00-467-6341	30	\$ 27.60	\$ 828.00

Exhibit A

1545592-16	CAPACITOR, FIXED	5910-01-027-6415	12	\$ 66.79	\$ 801.43
11450105-1	GASKET	5330-01-286-1225	3	\$ 255.34	\$ 766.01
85100216	CAP PLUG		2930	\$ 0.24	\$ 692.36
N196755	GASKET	5330-00-127-7339	2	\$ 306.95	\$ 613.91
					\$ 4,299,999.95