JACKSON AEROSPACE
PRECISION AEROSPACE AND DEFENSE HARDWARE

PURCHASE ORDER TERMS AND CONDITIONS

1. Purchase Order Acceptance:

The acceptance of this purchase order is limited to terms and requirements contained on submitted purchase order and those terms and conditions contained herein. Any additional or conflicting terms or conditions proposed by the supplier are rejected and have no effect on the purchase order. This order is deemed accepted by supplier upon acknowledgement or shipment to Jackson Aerospace.

2. Configuration Management:

The supplier shall maintain engineering, manufacturing and quality controls to ensure the configuration of items scheduled for delivery under this purchase order conform to the specified revision of drawing, specifications, purchase order requirements, and other applicable documents as required by or referenced in this purchase order. The supplier shall flow down to the supply chain the applicable requirements including customer requirements. The supplier shall secure written consent of Jackson Aerospace prior to making changes to any purchase order requirements. The supplier shall give written notice to Jackson Aerospace describing any proposed changes in sufficient detail. In no event shall the supplier proceed to incorporate such changes into the items ordered on the Jackson Aerospace purchase order prior to receipt of written consent by Jackson Aerospace. The supplier shall notify Jackson Aerospace of changes in product and/or process, changes of suppliers, changes of manufacturing facility location and, where required, obtain organizational approval. Supplier must apply appropriate controls to supply chain to ensure that all purchasing, drawing and regulatory requirements are met.

3. Deviation Requests:

Any supplier requesting a deviation/waiver must submit a written request to Jackson Aerospace. Any requests must be approved by Jackson Aerospace prior to delivery of affected material(s)/deliverable. Any material/item to be supplied with acceptable deficiencies must be pre-approved in writing by Jackson Aerospace and be listed on the packing list accompanying the material(s)/item(s). If nonconforming items are shipped at the same time as other items, the nonconforming items must be physically segregated from conforming items.

4. Order of Precedence:

In the event of any inconsistency, unless otherwise specified, the conflict shall be resolved giving precedence in the following order:

a. The instructions contained within this purchase order.
b. The drawing specified within this purchase order.
c. All other specifications referenced herein, whether incorporated by references or attachments.

5. Government Priority Rating:

If this purchase order carries a government priority rating and is certified for national defense under DPAS, the following applies: The specific government contract numbers are available from the Jackson Aerospace purchasing department. If any work is subcontracted, the government

priority rating and the statement “this is a rated order certified for national defense use, and you are required to follow all the provisions of the defense priority and allocations system regulation (15cfr350)” must be provided to the subcontractor.

6. Packaging:

All items are to be packaged in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to show the number of the container and total number of containers in the shipment and the container holding the order documentation/packing slip must be clearly identified. All shipments by the supplier shall include a packing slip/sheet containing the Jackson Aerospace purchase order number, quantity, part number/size, description of the items shipped, and appropriate evidence of inspection. Material from different purchase orders shall be listed on separate packing slips. Foreign Object Debris (FOD) is strictly prohibited in orders supplied to Jackson Aerospace. The supplier is required to establish and maintain a FOD Prevention Program in accordance with NAS 412 and/or AS9146 unless otherwise specified on the purchase order.

7. Shipment and Delivery:

Supplier shall ship all items under this order in the quantities and at the time specified herein FCA delivery point. On time delivery is of the essence. Supplier shall notify Jackson Aerospace of shipments within one day of such shipment and immediately if there is any delay. All ordered items shall be packed to ensure safe and proper transit and in accordance with all applicable laws and specific purchase order instructions. Substitutions will not be accepted, unless otherwise agreed in writing by Jackson Aerospace. If supplier fails to make shipment as per time specified herein, including goods received prior to the requested date as specified on the Jackson Aerospace purchase order “Ship Date,” Jackson Aerospace may refuse any goods, cancel this order and/or return any goods at supplier’s cost, in whole or in part, and any advance payments made to supplier shall be returned to Jackson Aerospace within five calendar days after such cancellation. Jackson Aerospace will have no liability for payment for materials or goods delivered to Jackson Aerospace that are in excess of quantities specified in the delivery schedules. Supplier shall not deliver an item prior to the “Ship Date” unless authorized by Jackson Aerospace. Additionally, supplier shall not deliver any partial line items unless specified on the purchase order or agreed to in writing between Jackson Aerospace and the supplier.

8. Invoicing and Payment:

Supplier shall issue a separate invoice to Jackson Aerospace for each shipment made by supplier. Supplier shall not issue any invoice prior to shipment, unless otherwise agreed in writing by Jackson Aerospace. All prices shall be inclusive of applicable freight, packaging, insurance, handling and other charges, and shall not be subject to increases for any reason. Jackson Aerospace shall pay any undisputed invoices within thirty (30) days after the later of the date on which Jackson Aerospace receives a correct invoice or Jackson Aerospace’s final acceptance of the Product(s), provided that payment for unauthorized shipments prior to the “Ship Date” that are accepted by Jackson Aerospace will be thirty (30) days after the later of the date on which Jackson Aerospace receives a correct invoice or the “Ship Date.” If supplier does not receive payment by the payment due date, it shall provide written notice of such non-payment to Jackson Aerospace. If Jackson Aerospace does not deliver payment to supplier within thirty (30) days after such notice, and has not disputed such payment in good faith, supplier may terminate this order upon written

notice to Jackson Aerospace. All prices shall be expressed in, and payments hereunder shall be made with, U.S. dollars.

9. Warranty:

Supplier warrants that all products delivered under this order will (a) be free from defects in materials, workmanship, and manufacturing processes, (b) conform to all requirements of this order, (c) and be free of all liens and encumbrances. If any product fails to comply in any respect to the warranty set forth above, the supplier, at Jackson Aerospace's option, shall promptly credit, repair, or replace the product. Transportation of replacement product and return of nonconforming product shall be at supplier's expense. If repair or replacement of product is not timely, Jackson Aerospace may elect to return, repair, replace, or re-procure the nonconforming product at supplier's expense.

10. Inspection:

Jackson Aerospace may inspect and test all ordered items at all times and places, including, upon reasonable notice, the place of manufacture and/or its subcontractors. Upon Jackson Aerospace's reasonable request, supplier shall provide copies of all licenses, permits, certificates and/or authorizations. All ordered items shall be subject to final inspection and acceptance at Jackson Aerospace's premises. No item will be deemed to be accepted before Jackson Aerospace's final inspection at an inspection site specified by Jackson Aerospace. Jackson Aerospace's inspection, failure to inspect, or failure to discover any defect or error in the products will not relieve supplier of any obligation hereunder or impair Jackson Aerospace's rights or remedies at law or in equity.

11. Right of Access:

The supplier shall make available to Jackson Aerospace, their customer, and/or regulatory authorities all applicable areas of any facilities, at any level of the supply chain, involved in the order and to all applicable records.

12. Record Retention:

Supplier shall maintain quality records for a minimum of ten years from date of shipment. Records include but are not limited to: certifications, test reports, process certifications, first article inspection reports, raw material certifications, and calibration records. Supplier shall provide original records or copies if requested.

13. Certifications:

Supplier shall furnish all certifications issued by supplier or supplier's sub-tier sources and required by the purchase order or clauses herein with the delivery of purchased product(s). All product(s) delivered with manufacturer certificate of conformance and or manufacturer test reports must also contain full traceability back to the Original Equipment Manufacturer (OEM) or Original Component Manufacturer (OCM). The chain of traceability to the OEM/OCM shall be intact with regard to documentation and certification throughout the supply chain. All manufacturer's certificates of conformance and/or manufacturer's test reports shall identify the production lot number (or other type of traceable control number) for the purchased product(s). For any age-sensitive material, the original manufacturer's cure date and shelf-life expiration date must be included on the certificate of conformance or packing list. If the product has an unlimited shelf life, this information must be documented in the same manner.

14. Counterfeit Products:

Supplier shall ensure that only new and authentic materials are used in products delivered to Jackson Aerospace. Supplier may only purchase parts directly from OEM/OCM or OEM/OCM franchised distributors. Use of product not provided by these sources is not authorized unless first approved by Jackson Aerospace. Supplier shall implement a counterfeit product detection and avoidance system consistent with the requirements of the latest dated version of SAE Standard AS5553: Counterfeit Electronic Parts; Avoidance, Detection, Mitigation and Disposition and AS6174: Counterfeit Material; Assuring Acquisition of Authentic and Conforming Material. Supplier shall maintain a method of product traceability that ensures tracking of the supply chain back to the manufacturer of each electrical, electronic, electromechanical (EEE), and non-electrical part, including parts in assemblies and sub-assemblies, being delivered per this order. This traceability method shall clearly identify the name and location of all the supply chain intermediaries from the manufacturer to the direct source of the product for the supplier and shall include the manufacturer's batch identification for the item(s) such as date codes, lot codes, serializations, and/or other batch identifications. Supplier shall clearly specify supply chain traceability to the OEM/OCM that identifies the name and location of all the supply chain intermediaries from the part manufacturer to Jackson Aerospace.

15. Corrective Action:

Supplier shall have an effective system for responding to Corrective Action Requests. Suppliers Corrective Action System shall perform detection, prevention and correction of discrepancies. The supplier shall undertake all necessary actions to detect, prevent and correct the occurrence of non-conforming materials. Supplier shall respond to Corrective Action Requests within fifteen (15) working days from issuance or as specified.

16. Title and Risk of Loss:

Title to and all risk of loss of or damage to each ordered item shall remain with supplier until such item is delivered to supplier's shipping point.

17. Suspense of Work:

The Jackson Aerospace purchasing representative may, by written notice, suspend all or part of the work to be performed under this contract for any period not to exceed ninety (90) days. Within such period, or any extension thereof to which the parties may agree, Jackson Aerospace shall either cancel such suspension or terminate the work covered by suspension. Supplier shall resume work whenever a suspension is canceled or expires. An equitable adjustment shall be made in the delivery schedule or contract price, or both, if: (a) the suspension results in a change in the supplier's cost of performance or ability to meet the delivery schedule, and (b) supplier asserts a claim for adjustment within thirty (30) days after the end of suspension period.

18. Product Rejection:

Jackson Aerospace may return any item that is defective, fails to satisfy a warranty, or is shipped in error or contrary to Jackson Aerospace's purchase order instructions. Jackson Aerospace shall not be liable for any charges relating to such returned items and supplier will pay for all related transportation costs. When a nonconformance is determined to exist or is suspected on products provided to Jackson Aerospace under this contract, supplier shall provide written disclosure of

escapement/rejection within three (3) working days of when nonconformance was identified and communicated to said supplier.

19. Rework:

For all product returned to the supplier for rework or replacement, the supplier shall clearly indicate on their shipping documents the Jackson Aerospace claim number and shall state if the items were reworked or are replacement parts. Reworked parts shall be physically segregated from replacement parts and shall be clearly identified as such.

20. Cybersecurity:

Cybersecurity is at the forefront of the Aerospace and Defense Industries. Any subcontractor or supplier that collects, develops, receives, transmits, uses, or stores Covered Defense Information (CDI), Covered Technical Information (CTI) or Controlled Unclassified Information (CUI) must be in compliance with the following government regulations: FAR 52.240-93; Basic Safeguarding of Covered Contractor Information Systems, DFARS 252.204-7012; Safeguarding Covered Defense Information and Cyber Incident Reporting and NIST Special Publication 800-171; Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations. If CDI, CTI or CUI are contained in the associated contract, the subcontractor/supplier confirms that their organization is in compliance with the above referenced regulations and shall tier down such requirements throughout the supply chain.

21. Export:

Jackson Aerospace maintains an export compliance and management program, which safeguards all restricted items, technical data, product, software and/or technology from illegal export as per the International Traffic in Arms Regulations (ITAR), Export Administration Regulations (EAR), or any other U.S. laws and regulations concerning export control. As a potential supplier, the work between our companies may involve the export of certain restricted items and/or technical data. These exports may be restricted by the ITAR or EAR, requiring Jackson Aerospace to obtain a license or agreement from the U.S. government prior to export. All items, technical data, product, software or technology controlled by either ITAR or EAR must be treated as restricted per these U.S. export regulations. YOUR COMPANY HAS A RESPONSIBILITY TO CONTROL AND MANAGE THE ABOVE-MENTIONED ITEMS UNDER THE FOLLOWING GUIDELINES:

a. All items must not be shared with any other party without prior written approval from Jackson Aerospace.
b. All items must not be transferred by any means to any foreign person or any foreign company or country, either within or outside of the United States, without the appropriate license or authorization from a governmental authority, as required.
c. All items may only be shared or utilized by your employees or consultants who meet the definition of a "U.S. person" (as defined in section 120.15 of the ITAR). U.S. persons include U.S. citizens, lawful permanent residents or protected individuals as defined by 8 u.s.c. 1324b(a)(3).

To the extent any items procured by Jackson Aerospace under this order are subject to U.S. Export Control Law and Regulations, supplier shall provide, in a form satisfactory to Jackson Aerospace, a certification as to whether the items are subject to the U.S. State Department's International Traffic in Arms Regulations (22 C.F.R. Parts 120-130), and, if so subject, certification as to the

applicable U.S. Munitions List (USML) category; or, if they are not so subject, certification as to whether items are subject to the U.S. Commerce Department's Export Administration Regulations (15 C.F.R. Parts 730-774), and, if so subject, certification as to the applicable Export Control Classification Number (ECCN) for each Item. Supplier shall indemnify and hold Jackson Aerospace harmless to the full extent of any losses arising from (a) any failure of Jackson Aerospace to comply with U.S. Export Control Laws and Regulations based on Resupplier's reliance on certifications provided by Supplier under this order, and (b) any false statements or material omissions by supplier with respect thereto, including, without limitation, export classification and country of origin of items procured by Jackson Aerospace under this order.

22. Combating Trafficking in Persons:

Jackson Aerospace, Inc. (JAI) is opposed to human trafficking and forced labor in any form. We are committed to mitigating the risk of human trafficking and forced labor in all aspects of our business. The US Government has a zero-tolerance policy regarding any Government employees, contractor personnel, and their agents engaging in any form of trafficking in persons. JAI employees, subcontractors and our agents are required to comply with the applicable provisions contained in the FARs and DFARs and Executive Order 13627. In the event of a conflict between the FAR, DFAR, the Executive Order, and this policy, the stricter requirements must be followed.

As a JAI supplier, your company is integral to JAI and its business's commitment to providing products and services that exceed our customers' expectations while conforming to the highest standards of ethical conduct. We ask that you carefully review these regulations and ensure that your company, agents and subcontractors take the actions necessary to come into compliance with the regulatory requirements and fully understand the penalties for non-compliance. A covered supplier also has the responsibility to report trafficking in persons violations by the supplier's employees and to provide employee protection under 10 U.S.C. 2409, as implemented in DFARS subpart 203.9, from reprisal for whistleblowing on trafficking in persons violations.

The U.S. Government requires subcontractors to certify compliance with the clauses' requirements. Pursuant to these requirements, government contractors, contractor employees, subcontractors, subcontractor employees, and their agents are prohibited from:

- Engaging in all forms (i.e. using force, fraud or coercion) of trafficking in persons during the period of performance of a contract
- Soliciting commercial sex acts during the period of performance of a contract
- Using forced labor in the performance of a contract
- Destroying, concealing, confiscating, or otherwise denying access of an employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority
- Using misleading or fraudulent recruiting practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee, and, if applicable, the hazardous nature of the work

- Using recruiters not in compliance with local labor laws of the country in which the recruiting takes place
- Charging employees recruitment fees
- Failing to provide return transportation or pay for the cost of return transportation upon the end of employment for an employee who was not a national of the country in which the work is taking place and who was brought into that country for the purposes of working on a U.S. Government contract, subcontract or portion(s) of contracts or subcontracts performed outside the United States
- Providing or arranging housing that fails to meet the host country housing and safety standards
- If required by law or contract, failing to provide an employment contract, recruitment agreement or other required work document in writing in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating Any violations of the FARs, the DFARs, the Executive Order and/or this policy could result in disciplinary action which may include but are not limited to, an employee's removal from the contract, reduction in benefits or termination of employment. Additional information about Trafficking in Persons can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/j/tip/.

23. Conflict Minerals:

Supplier represents and warrants that any gold, tantalum, tin or tungsten included in the products provided to Jackson Aerospace either came from recycled or scrap sources or did not originate in the Democratic Republic of the Congo or an adjoining country. If requested by Jackson Aerospace, supplier will provide information and supporting documents to the requirements of Dodd-Frank Act on Conflict Minerals. Any products containing minerals identified in the Dodd-Frank Act are sold to Jackson Aerospace supplier will notify Jackson Aerospace in writing within 60 days. See Jackson Aerospace's Conflict Minerals Policy.

24. California Safe Water Act:

The following clause applies only to products shipped to California. As a result of passage of California's Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65), Jackson Aerospace's suppliers are hereby required to identify any chemicals on the California list of chemicals known to cause cancer or reproductive toxicity that are contained in any products being shipped to California. Such information may be provided on material safety data sheets furnished with supplier's product which clearly identifies the chemicals, and which includes a statement concerning its carcinogenicity or reproductive toxicity. A list of currently regulated chemicals is available at http://www.oehha.ca.gov/prop65/prop65_list/newlist.html

25. Termination:

Jackson Aerospace may terminate this order, in whole or in part, for convenience without liability on three (3) days' notice. Jackson Aerospace may terminate this order, in whole or in part, for cause without liability upon written notice to supplier if supplier breaches one of its material obligations hereunder and fails to cure such breach within three (3) days after notice of breach from Jackson Aerospace. Jackson Aerospace may terminate this order immediately upon notice to supplier if supplier (a) dissolves or ceases to do business, (b) makes an assignment for the benefit of creditors, (c) becomes or is reasonably likely to become subject to the institution of insolvency,

receivership, bankruptcy or other proceedings for settlement of debts, or (d) effects a reorganization of its business or affairs using any creditor protection legislation.

26. Limitation of Liability; Indemnification:

IN NO EVENT WILL JACKSON AEROSPACE'S AGGREGATE, CUMULATIVE LIABILITY TO SUPPLIER, ARISING OUT OF OR RELATED TO THIS ORDER, EXCEED THE PURCHASE PRICE OF THIS ORDER. JACKSON AEROSPACE SHALL NOT BE LIABLE FOR ANY LOST PROFITS OR SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS ORDER (WHETHER FROM BREACH OF CONTRACT, BREACH OF WARRANTY, OR FROM NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER FORM OF ACTION). Supplier shall defend, indemnify, and hold harmless Jackson Aerospace and its affiliates, and its and their respective officers, directors, employees, customers and agents from and against any and all losses, damages, deficiencies, awards, assessments, judgments, fines, penalties, costs, injuries, settlements, liabilities and expenses (including consequential damages and reasonable legal, accounting, expert, consulting and investigative fees, costs, and expenses) incurred in connection with any claim, demand, suit, or proceeding (a) alleging that an ordered item infringes or misappropriates any patent, copyright, trademark, trade secret, or other intellectual property right belonging to such third party, (b) arising from or related to a breach of warranty, (c) arising from or related to property damage, personal injury or death caused by supplier's acts or omissions or breach of this order, or (d) arising from supplier's failure to comply with applicable law or regulation.

27. Assignment:

Supplier may not assign or transfer this order, whether by agreement, operation of law, or otherwise, without the express prior written consent of Jackson Aerospace. Any purported assignment, delegation, or transfer in violation of this Article 24 will be null and void. Subject to the foregoing, this order in its entirety will bind each party and its permitted successors and assigns.

28. Applicable Law; Jurisdiction:

This order, and all disputes arising hereunder or related hereto, shall be governed in all respects by the laws of the State of California, without giving effect to any conflict of law principles that would require the application of the laws of a different state. Both parties hereby consent to exclusive jurisdiction in the state and federal courts in Los Angeles County, California. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this order.

29. Entire Order:

Except as otherwise expressly agreed in a written and executed agreement, this order constitutes the entire agreement between Jackson Aerospace and supplier with respect to the subject matter hereof, and supersedes all prior or contemporaneous representations, understandings, agreements, or communications between Jackson Aerospace and supplier, whether written or oral, relating to the subject matter hereof. No amendment or modification of this order shall be binding upon Jackson Aerospace unless set forth in a written instrument signed by Jackson Aerospace's duly authorized representative. The rights and remedies afforded to Jackson Aerospace or its customers pursuant to any provision of this order are in addition to any other rights or remedies afforded by any other provision of this order, by law or otherwise. Any terms or conditions contained in an invoice, confirmation, or other similar document from supplier that are inconsistent with or otherwise conflict with the terms of this order shall be without legal effect and are hereby expressly

rejected. Notwithstanding the foregoing, if this order is issued under a blanket or master agreement, the terms and conditions of the blanket or master agreement shall supersede those contained herein.

30. Confidentiality:

Unless expressly agreed to in writing, all information disclosed by a party to the other party that a reasonable person would understand to be confidential or proprietary shall be maintained in confidence by the receiving party. The receiving party shall not disclose such information to any third person without the disclosing party's prior written consent and shall not use such information for any purpose other than the performance of its obligation of this contract. The receiving party shall promptly return or destroy any such information upon disclosing party's request. Notwithstanding the foregoing, nothing contained herein shall prevent either party from disclosing the other party's confidential information where such disclosure is required by applicable law or regulation.

31. Supplier Awareness

The supplier shall ensure that all employees and subcontractors are aware of the following:

- Their contribution to product or service conformity
- Their contribution to product safety
- The importance of ethical behavior
- That Jackson Aerospace, Inc. controls and monitors supplier performance by performing periodic performance reviews including product conformity and on-time delivery reporting.

32. General:

Any notice or communication permitted or required hereunder shall be in writing. Supplier shall not use the name of Jackson Aerospace or its affiliates without Jackson Aerospace's prior written approval. If any provision of this order is held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the remaining provisions will continue in full force without being impaired or invalidated in any way. A party's failure to insist upon strict performance of any provision of this order, or to exercise any right provided for herein, shall not be deemed to be a waiver for the future of such provision or right, and no waiver of any provision or right shall affect a party's right to enforce any other provision or right herein. When used in this order, the term "including" means "including without limitation" unless expressly stated to the contrary.

33. Manufacturing Software Control:

When software is used in the automated manufacturing of deliverable hardware or acceptance of deliverable software or hardware, the supplier shall establish and maintain, as part of its Quality Management System, processes for the evaluation of the non-deliverable software items used.
These processes provide for the following:

1. Required functions of the software are defined, and objective evidence exists prior to the intended use of such software, that the software performs the required functions.
2. The software is placed under configuration control prior to its use, and configuration control is maintained throughout its use.

34. Compliance with Law:

Each party shall comply with all applicable federal, state, and local laws, statutes, rules, regulations, and ordinances. Supplier shall comply with the following regulatory requirements. The supplier certifies that it, its principals, its agents, employees and other representatives will comply with and are in compliance with the Procurement Integrity Act (41 U.S.C. § 423), the Byrd Amendment (31 U.S.C. § 1352), gratuities rules (including 18 U.S.C. § 201, 10 U.S.C. § 2207, and 5 U.S.C. 7353), the U.S. Foreign Corrupt Practices Act, as amended (15 U.S.C. § 78), and all other applicable laws, regulations and standards. Supplier further agrees to comply with all provisions of the Federal Acquisition Regulation (FAR), Department of Defense FAR Supplement (DFARS), and all other regulations and requirements which are either referenced in or applicable to this order. To the extent that the supplier is only providing products and/or services that qualify as "commercial items" within the meaning of FAR 2.101, the parties agree that, consistent with FAR 52.212-5(e)(1), FAR 52.244-6(c), and/or DFARS 252.244-7000, the FAR and DFARS clauses from the order incorporated into this agreement, in addition to any clauses necessary to satisfy Prime Contractor's contractual obligations, are 52.203-13, 52.203-15, 52.203-17, 52-204-23, 52.204-25, 52.209-6, 52.215-33, 52.219-8, 52.222-4, 52.222-21, 52.222-26, 52.222-35, 52.222-36, 52.222-40, 52.222-41, 52.222-50, 52.222-51, 52.222-53, 52.223-11, 52.222-54, 52.222-90, 52.223-18, 52.225-13, 52.232-40, 52.234-1, 52.236-13, 52.244-6, 52.247-64, 52.250-25, 252.203-7002, 252.204-7000, 252.204-7009, 252.204-7010, 252.204-7012, 252.204-7015, 252.223-7001, 252.223-7008, 252.225-7001, 252.225-7002, 252.225-7007, 252.225-7008, 252.225-7009, 252.225-7028, 252.225-7036, 252.225-7045, 252.225-7048, 252.225-7052, 252.227-7015, 252.227-7016, 252.227-7037,252.228-7001, 252.236-7013, 252.237-7010, 252.244-7000, 252.246-7003, 252.246-7007, 252.246-7008, 252.247-7023, and 252.247-7024. The term "Contractor" and similar terms in these FAR and DFARS provisions shall be construed to mean supplier for the purposes of their application to this agreement.

REACH (Regulation 1907/2006 on the Registration, Evaluation, Authorization and Restriction of Chemicals) was adopted by the European Union in 2006 and puts specific requirements on suppliers to provide data on the content of any articles they provide to the supply chain. As a supplier to Jackson Aerospace you are obligated to ensure the goods you supply contain less than 0.1% by weight of any Candidate List Substances (CLS), or you are required to notify Jackson Aerospace of which CLSs are present if greater than 0.1% by weight. The Candidate List pursuant to Article 59 of REACH has been published by ECHA at:
http://www.echa.europa.eu/chem_data/candidate_list_table_en.asp

35. Compliance to DFARS 252.225-7052: Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.

As prescribed in 225.7018-5, use the following clause: Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten (MAY 2024)

(a) *Definitions.* As used in this clause—

"Assembly" means an item forming a portion of a system or subsystem that—
(1) Can be provisioned and replaced as an entity; and
(2) Incorporates multiple, replaceable parts.

“Commercially available off-the-shelf item”—
(1) Means any item of supply that is—

(i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” in section 2.101 of the Federal Acquisition Regulation);
(ii) Sold in substantial quantities in the commercial marketplace; and
(iii) Offered to the Government, under this contract or a subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

“Component” means any item supplied to the Government as part of an end item or of another component.

“Covered country” means—

(1) The Democratic People’s Republic of North Korea;
(2) The People’s Republic of China;
(3) The Russian Federation; or
(4) The Islamic Republic of Iran.

“Covered material” means—

(1) Samarium-cobalt magnets;
(2) Neodymium-iron-boron magnets;
(3) Tantalum metals and alloys;
(4) Tungsten metal powder; and
(5) Tungsten heavy alloy or any finished or semi-finished component containing tungsten heavy alloy.

“Electronic device” means an item that operates by controlling the flow of electrons or other electrically charged particles in circuits, using interconnections such as resistors, inductors, capacitors, diodes, switches, transistors, or integrated circuits.

“End item” means the final production product when assembled or completed and ready for delivery under a line item of this contract.

“Subsystem” means a functional grouping of items that combine to perform a major function within an end item, such as electrical power, attitude control, and propulsion.

“Tungsten heavy alloy” means a tungsten base pseudo alloy that—

(1) Meets the specifications of ASTM B777 or SAE-AMS-T-21014 for a particular class of tungsten heavy alloy; or

(2) Contains at least 90 percent tungsten in a matrix of other metals (such as nickel-iron or nickel-copper) and has density of at least 16.5 g/cm3).

(b) *Restriction*.
(1) Except as provided in paragraph (c) of this clause—
(i) Effective through December 31, 2026, the Contractor shall not deliver under this contract any covered material melted or produced in any covered country, or any end item, manufactured in any covered country, that contains a covered material (10 U.S.C. 4872).
(ii) Effective January 1, 2027, the Contractor shall not deliver under this contract any covered material mined, refined, separated, melted, or produced in any covered country, or any end item, manufactured in any covered country, that contains a covered material (section 854, Pub. L. 118-31; 10 U.S.C. 4872).

(2)(i)(A) Effective through December 31, 2026, for samarium-cobalt magnets and neodymium-iron-boron
magnets, this restriction includes—
(1) Melting samarium with cobalt to produce the samarium-cobalt alloy or melting neodymium with iron and boron to produce the neodymium-iron-boron alloy; and
(2) All subsequent phases of production of the magnets, such as powder formation, pressing, sintering or bonding, and magnetization.

(B) Effective January 1, 2027, for samarium-cobalt magnets this restriction includes the entire supply chain from mining or production of a cobalt and samarium ore or feedstock, including recycled material, through production of finished magnets.

(ii) The restriction on melting and producing of samarium-cobalt magnets is in addition to any applicable restrictions on melting of specialty metals if the clause at 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals, is included in the contract.

(3) Effective January 1, 2027, for neodymium-iron-boron magnets, this restriction includes the entire supply chain from mining of neodymium, iron, and boron through production of finished magnets.

(4)(i) Effective through December 31, 2026, for production of tantalum metals of any kind and alloys, this restriction includes the reduction or melting of any form of tantalum to create tantalum metal including unwrought, powder, mill products, and alloys. The restriction also covers all subsequent phases of production of tantalum metals and alloys.

(ii) Effective January 1, 2027, for production of tantalum metals of any kind and alloys, this restriction includes mining or production of a tantalum ore or feedstock, including recycled material, through production of metals of any kind and alloys.

(5)(i) Effective through December 31, 2026, for production of tungsten metal powder and tungsten heavy alloy, this restriction includes–

(A) Atomization;
(B) Calcination and reduction into powder;

(C) Final consolidation of non-melt derived metal powders; and
(D) All subsequent phases of production of tungsten metal powder, tungsten heavy alloy, or any finished or semi-finished component containing tungsten heavy alloy.

(ii) Effective January 1, 2027, for production of tungsten metal powder, tungsten heavy alloy, or any finished or semi-finished component containing tungsten heavy alloy, this restriction includes mining or production of a tungsten ore or feedstock, including recycled material, through production of tungsten metal powders, tungsten heavy alloy, or any finished or semi-finished component containing tungsten heavy alloy.

(c) *Exceptions*. This clause does not apply—

(1) To an end item containing a covered material that is—
(i) A commercially available off-the-shelf item, other than—
(A) A commercially available off-the-shelf item that is—
(1) 50 percent or more tungsten by weight effective through December 31, 2026; or
(*2*) 50 percent or more covered material by weight effective January 1, 2027;

(B) Effective through December 31, 2026, a tantalum metal, tantalum alloy, or tungsten heavy alloy, such as bar, billet, slab, wire, cube, sphere, block, blank, plate, or sheet, that has not been incorporated into an end item, subsystem, assembly, or component;

(ii) Effective January 1, 2027, a covered material that is a mill product, such as bar, billet, slab, wire, cube, sphere, block, blank, plate, or sheet, that has not been incorporated into an end item, subsystem, assembly, or component;

(iii)An electronic device, unless otherwise specified in the contract; or

(iv) A neodymium-iron-boron magnet manufactured from recycled material if the milling of the recycled material and sintering of the final magnet takes place in the United States.

(2) If the authorized agency official concerned has made a nonavailability determination, in accordance with section 225.7018-4 of the Defense Federal Acquisition Regulation Supplement, that compliant covered materials of satisfactory quality and quantity, in the required form, cannot be procured as and when needed at a reasonable price.

(i) For tantalum metal, tantalum alloy, or tungsten heavy alloy, the term “required form” refers to the form of the mill product, such as bar, billet, wire, slab, plate, or sheet, in the grade appropriate for the production of a finished end item to be delivered to the Government under this contract; or a finished component assembled into an end item to be delivered to the Government under the contract

(ii) For samarium-cobalt magnets or neodymium-iron-boron magnets, the term “required form” refers to the form and properties of the magnets.

(d) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), in subcontracts and other contractual instruments that are for items containing a covered material, including subcontracts and other contractual instruments for commercial products, unless an exception in paragraph (c) of this clause applies. The Contractor shall not alter this clause other than to identify the appropriate parties.