

GENERAL TERMS AND CONDITIONS FOR INTERNATIONAL AND COMMERCIAL SALES

*THESE TERMS AND CONDITIONS SHALL BE APPLICABLE TO ALL
INTERNATIONAL AND COMMERCIAL SALES.*

1. Definitions

As used in these General Terms and Conditions for International and Commercial Sales (the “Terms and Conditions”), the following terms shall have the meanings set forth below:

- a. “Buyer” means the individual, corporation, or association that has submitted a Purchase Order to purchase Goods pursuant to a proposal made by Seller.
- b. “Seller” means Brighton Cromwell, LLC.
- c. “Purchase Order” means an offer by Buyer to Seller to purchase Goods, which becomes a binding contract between Buyer and Seller upon acceptance by Seller..
- d. “Goods” means raw materials, components, intermediate, assemblies, and end products.

2. Quoting Process

- a. RFQs submitted to Brighton Cromwell must include the following:
 - i. Your Company Name (Buyer)
 - ii. Email address (where we will send our bid)
 - iii. Closing date (when you need pricing by)
 - iv. Buyer’s RFQ reference #
 - v. End destination
 - vi. End application (what parts are being used on)
 - vii. Ultimate End User (hereinafter referred to as :End User”)
 - viii. Special requirements (if applicable); must also be noted on resulting Purchase Order
 - ix. Anticipated date of award
 - x. Opportunity type (for example: open tender, invitation only tender, existing contract/program, direct RFQ/spot buy, budgetary request)
- b. The following terms apply to quotes provided by Brighton Cromwell unless otherwise noted:

- i. Pricing is valid for the purchase of all items and quantities listed on the quote. No partial orders. Any changes to the items and QTYs listed requires a requote.
- ii. Lead-times for non-stock items are approximate and subject to change based on availability. Items quoted from stock are subject to prior sale
- iii. \$25k USD Purchase Order minimum for single line orders & \$100K Purchase Order minimum for multi-line orders

3. Placing Orders

When placing an order, Buyer must email the following documents to the Brighton Cromwell salesperson that provided the related quote:

- a. Hard Copy Purchase Order on Buyer's letterhead in accordance with Brighton Cromwell's bid
- b. Copy of bid or reference to bid number (related bid must be valid at time of order)
- c. Completed End Use Certificate

4. Acknowledgment and Acceptance of Purchase Order

All Purchase Orders are subject to these Terms and Conditions and, by Buyer's issuance of a Purchase Order or Buyer's payment or partial performance, Buyer agrees to and accepts said Terms and Conditions, and Buyer agrees that these Terms and Conditions are the complete and exclusive statement of the terms of the agreement between Seller and Buyer, and no modification shall be binding on Seller unless agreed to in writing by Seller. Unless expressly accepted in writing by Seller, additional or differing terms or conditions proposed by Buyer or included in Buyer's Purchase Order are objected to by Seller and have no effect.

Buyer represents that it is not debarred, suspended, or proposed for debarment by any U.S. Government Agency (generally, "Debarred"), that it is not purchasing the Goods with the intent to sell the Goods to either of: (i) a party that has been Debarred, or (ii) a party that is listed on the Office of Foreign Assets Control Specially Designated Nationals and Blocked Persons List.

5. Price, Payment and Delivery

- a. All quoted prices and payments shall be in US Dollars ("USD") unless otherwise provided in the Purchase Order. Unless otherwise specified in the Seller's initial proposal or by Seller's modification of the Buyer's Purchase Order, customers are required to prepay the total amount owed and

prepayment is required on subsequent Purchase Orders until otherwise negotiated and confirmed in writing by Seller. Seller's quoted lead-time shall begin the date the prepayment is received and not the date the Purchase Order is received by Seller. Obtaining Export Licenses may also delay commencement of seller's lead-time.

- b. The price payable to Seller shall be stated in the Purchase Order. Buyer shall pay all applicable federal, state, and local taxes, duties, and fees, unless otherwise provided in the Purchase Order. Buyer shall reimburse Seller for any such taxes or charges paid by Seller.
- c. Unless otherwise specified in the Purchase Order, Goods shall be shipped FOB Origin for CONUS orders and INCOTERMS EXWORKS for OCONUS orders whereupon title and risk of loss will pass to Buyer when such Goods have been picked up from seller's premise. For INCOTERMS EXWORKS the "delivery date" shall be considered the date the Seller offers the product for pickup at the Seller's premise. In all cases Seller shall retain a security interest in the Goods until goods are delivered to final destination and the purchase price is paid; which will require the buyer to provide carrier/shipping information to the Seller as needed by Seller to ensure compliance with Export Laws and other regulations.
- d. If a letter of credit is applicable under any Purchase Order, Buyer shall promptly provide such document prior to Seller's shipment of the Goods. Buyer shall have the continuing right to demand advance payment, additional security or guarantee of prompt payment for any Purchase Order, at its discretion.
- e. A service charge of one percent (1%) per month shall be payable by Buyer on all past due accounts.

6. Export Licenses

- a. Seller agrees to notify Buyer if any deliverable under the Purchase Order is restricted by export control laws or regulations.
- b. Seller, or its appointed representative, shall obtain all applicable export licenses unless otherwise agreed upon in writing. Seller will abide by all ITAR and EAR regulations.
- c. The deliverables of a Purchase Order, including data & services, may be controlled for export purposes under the International Traffic in Arms Regulations (ITAR) controlled by the U.S. Department of State or the Export Administration Regulations ("EAR") controlled by the U.S. Department of Commerce. ITAR controlled technology may not be

exported without prior written authorization and certain EAR technology requires a prior license depending upon its categorization, destination, end-user and end-uses. Exports or re-exports of any U.S. technology to any destination under U.S. sanction or embargo are forbidden. Access to certain technology (“Controlled Technology”) by Foreign Persons (working legally in the U.S.), as defined below, may require an export license if the Controlled Technology would require a license prior to delivery to the Foreign Person’s country of origin.

- d. The Seller, at its discretion, reserves the right to withhold a Purchase Order until receiving a license approval from the US Department of State and/or Department of Commerce. In such events the Seller’s quoted lead-time will commence on the date the export license is received as any delays associated with obtaining export licenses are out of the Seller’s control. Seller’s quoted lead-time shall begin the date both the export licenses and prepayment, if required, are received.
- e. Resale Limitations: Buyer shall not sell or provide products to any party other than the Buyer listed on Purchase Order or the End User specified in the End User Certificate.

7. Termination for Default

Seller may, by written notice of default to Buyer, terminate the Purchase Order in whole or in part due to any of the following circumstances:

- a. Buyer refuses to remit payment or provide the guarantee demanded by Seller and comply with any of these Terms and Conditions or Purchase Order;
- b. Buyer becomes insolvent or the subject of proceedings under any law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay its debts as they become due; or
- c. Denial of export license by the U.S. Department of State or U.S. Department of Commerce for any item in the Buyer’s Purchase Order.

Buyer shall be liable for Seller’s damages including loss of reasonable profits, caused by Buyer’s default hereunder. If Seller, upon Buyer’s default, repossesses or retains any Goods sold hereunder, Seller’s damages shall be the contract price of the Goods plus freight, storage, handling & all other disposal costs incurred, less the then-current reasonable scrap value of the Goods. If the Purchase Order is terminated and Goods have been delivered in whole or in part, Buyer shall immediately become liable to Seller for the unpaid price of Goods.

8. Cancellation by Buyer

Buyers may request a cancellation of any order, at any time. Any cancellation by a Buyer of an order which has been paid, either whole or in part, may be subject to an incurred charge of up to one hundred percent (100%) of the value of the order.

9. Warranties and Limitation of Liability

Seller warrants that, from the date of delivery, all Goods sold under each Purchase Order hereunder are merchantable, unless manufactured in conformance with Buyer's custom specification, in which case Seller warrants that the Suppliers will be fit for Buyer's specified purpose, and that Seller conveys good title thereto. OTHER THAN THE REPRESENTATIONS AND WARRANTIES SPECIFICALLY SET FORTH IN THESE TERMS AND CONDITIONS, SELLER HEREBY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES IN CONNECTION HEREWITH, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OR ARISING OUT OF ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER MAKES NO CLAIM, REPRESENTATION, OR WARRANTY OF ANY KIND AS TO THE UTILITY OF THE PRODUCTS FOR BUYER'S INTENDED USES.

Seller's liability to Buyer hereunder shall not, under any circumstances, be greater than the total dollar value of the product under the Purchase Order for which such liability relates to or arises out of. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE TO BUYER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON TORT, A BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OF RECOVERY AND REGARDLESS OF WHETHER SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME.

10. Remedies

If any of the Goods are found at any time to not be merchantable or not in conformity with the requirements of the Purchase Order, Seller may, at its sole discretion, repair or replace the nonconforming goods upon return by the Buyer, or refund the purchase price paid by Buyer and elect for Buyer to dispose of the nonconforming goods. Buyer shall notify Seller within ten (10) calendar days of the date that Buyer received the goods from Seller of any nonconforming goods. Buyer shall not return the nonconforming goods unless Seller has had a reasonable opportunity to investigate

and provides written shipping instructions to Buyer. THIS PARAGRAPH SETS FORTH BUYER'S EXCLUSIVE REMEDIES.

11. Force Majeure

Seller shall be excused from liability for the failure or delay in performance of any obligation under a Purchase Order by reason of any event beyond Seller's reasonable control, including but not limited to, acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, any strike or labor disturbance. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the party has not caused such event(s) to occur. Notice of Seller's failure or delay in performance due to force majeure must be provided within thirty (30) calendar days after its occurrence. Seller may, at its option, cancel the Purchase Order or delay performance hereunder for any period reasonably necessary due to any of the foregoing, during which time this Purchase Order shall remain in full force and effect. Seller shall have the further right to then allocate its available goods between its own uses and its customers in such manner as Seller may consider equitable.

12. Supply of Products

Pricing and availability are subject to change after orders are placed due to unforeseen circumstances such as part obsolescence, receipt of non-conforming or damaged product, and changes in production schedules due to DPAS rated orders (individually and collectively, the "Unforeseen Circumstances"). In the event there are no available, mutually acceptable options to resolve Unforeseen Circumstances, Brighton Cromwell reserves the right to cancel orders after they are placed by the Buyer.

13. Applicable Law

The validity, construction, and interpretation of this Purchase Order, and the rights and duties of the parties, shall be governed by the laws of the State of New Jersey in the United States of America. The courts located in the State of New Jersey shall have exclusive jurisdiction of all matters arising under this Purchase Order, and each party hereby consents to the jurisdiction of such courts.

14. Waiver of Objection to Venue and Forum Non Conveniens

Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any New Jersey state or Federal court. Each of the parties hereto, hereby irrevocably waives, to the fullest extent permitted by law, the defense of an

inconvenient forum to the maintenance of such action or proceeding in any such court.

15. Disputes

Buyer and Seller agree to first enter into negotiations to resolve any controversy, claim or dispute (“Dispute”) arising under or relating to any Purchase Order in which the amount in controversy exceeds Five Thousand Dollars (\$5,000.00). The parties agree to negotiate in good faith to reach a mutually agreeable resolution of such dispute within a reasonable period of time. If good faith negotiations are unsuccessful, Buyer and Seller agree to resolve the dispute by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The arbitration shall take place in the State of New Jersey. The arbitrator(s) shall be bound to follow the provisions of the Purchase Order in resolving the dispute and may not award punitive damages. The decision of the arbitrator(s) shall be final and binding on the parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction. In the event one party either dismisses or abandons its claim or counterclaim before a hearing, the other party shall be deemed the “prevailing party.” Costs of arbitration, including reasonable attorney’s fees incurred, during the arbitration, together with any reasonable attorney’s fees incurred by the prevailing party in a court enforcement of the arbitration award, shall be paid to the prevailing party by the other party.

16. Severability

In the event any one or more of the provisions contained in these Terms and Conditions shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of these Terms and Conditions, but shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify these Terms and Conditions so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

17. Entire Agreement

The Purchase Order, including these Terms and Conditions and all documents incorporated herein in full text or by reference, shall constitute the entire agreement and understanding between the parties hereto and shall supersede and replace any and all prior or contemporaneous representations, agreements or understandings of any kind, whether written or oral, relating to the subject matter hereof. Buyer expressly waives all provisions contained in any of Buyer’s correspondence or forms involved

in this sale which negate, limit, extend or conflict with provisions in these Terms and Conditions or Purchase Order herein. No subsequent writings may alter these Terms and Conditions unless executed by an authorized agent of Seller.