

Chinook Enterprises

General Terms and Conditions

P1 – Offer and Acceptance

This Purchase Order is an offer to purchase and is limited to the terms and conditions stated herein. Any terms and conditions contained in quotations or similar forms of Seller which are in addition to, or different from these terms and conditions, are hereby rejected and shall not become part of the agreement between the parties without Buyer's written consent.

P2 – Shipment/Delivery

Shipments or deliveries listed on the Purchase Order shall be made with the specified quantities, without shortages or excess, and in the time frame listed. Seller shall notify the Buyer in writing or via electronic communication, of any anticipated or known delay in delivery of products and list the reason(s) for the delay and the action being taken. If requested by Buyer, Seller shall expedite the delivery via air or overnight service to minimize the delay.

P3 – Packing

Seller shall package product in a manner that prevents damage during transportation. Charges for packaging are included in the price unless specified in the Purchase Order. Packing slips must accompany all shipments and include the following information at a minimum:

- (a) Seller's name and address
- (b) Chinook Enterprises Purchase Order number
- (c) Part number(s) on Purchase Order
- (d) Quantity ordered/shipped
- (e) Sold to and shipped to, as applicable
- (f) Rejection tag number, as applicable

P4 – Inspection, Acceptance, and Warranty

All Products delivered under this Purchase Order are subject to installation, successful operation, and approval by Buyer before acceptance. Buyer may withhold acceptance until such installation or testing or both are completed, notwithstanding any payment or prior test or inspection. In addition, Buyer may inspect and evaluate Seller's plant, including but not limited to facilities, systems, equipment, testing, data, personnel, and all work-in process and completed Products manufactured for installation in Buyer's products. Further, Buyer Quality Control may from time to time elect to conduct source inspection either on a random basis or to the extent of 100 percent inspection. Seller will be notified if Buyer's source inspection is to be conducted on specific shipments. No shipments are to be held for Buyer source Inspection unless notification is received prior to, or at time of, material being ready for shipment. Seller expressly warrants that all of the Products covered by this Purchase Order or other description or specification furnished by Buyer will be in exact accordance with such Purchase Order description or specification. In addition, Seller expressly warrants that such Products will (1) conform

in all respects to all the requirements of this Purchase Order; (i) be of good quality, material and workmanship; (ii) be merchantable and suitable for their intended purposes; (iii) be free from defects and any claims of third parties; (iv) to the extent not manufactured to detailed design furnished by Buyer, be free of all defects in design; and (v) comply with all applicable laws and regulations. All such warranties shall survive delivery and shall not be deemed waived by reason of Buyer's acceptance of or payment for said Products. In addition to other remedies, if the Products do not perform according to Buyer's specifications or if any end-user returns the Products to Buyer for any reason, Buyer shall return such Products to Seller and Seller shall accept all such Products for a full refund of the purchase price. Buyer shall be entitled to any and all warranties provided by the manufacturer of the Products in addition to those provided by Seller under the Purchase Order.

P5 – Refusal/Rejection

Buyer may reject or refuse acceptance of any or all products which are not in conformance with the requirements of the Purchase Order. Buyer shall notify Seller of any rejections in a timely manner. Seller shall be responsible for the cost of replacing or repairing nonconforming product including freight or transportation costs.

P6 – Price

Prices stated on purchase order are F.O.B. Buyer's place of business (all freight and transportation charges shall be paid by Seller) unless otherwise specifically agreed to in writing by the parties. Prices stated purchase orders are not subject to increase. Except as otherwise specifically agreed to in writing, Seller shall be liable for and shall pay any sales, use, excise or other tax. GENERAL TERMS AND CONDITIONS (which may be imposed upon any of the Products for their sale, use or delivery). Neither signing a receipt for Products, nor payment to Seller, shall constitute either an acceptance by Buyer or waiver of any of Seller's warranties. The time allowable for payment shall begin after both: (a) Buyer's receipt of Seller's invoice and (b) delivery of acceptable Products, Products-related supplies or performance of satisfactory services.

P7 – Risk of Loss

Risk of Loss. Until acceptance of delivery, Seller assumes all risk of loss and damage to the Products, if any, supplied under this Purchase Order, including without limitation, any loss or damage resulting from mishandling or abuse, while such Products is in Seller's possession or in transit if returned to Buyer.

P8 – Title/Delivery

All title, rights, and interest in the products pass to the Buyer upon delivery and acceptance of product. Delivery shall be deemed to occur after receipt of product at Buyer's place of business and Buyer's acceptance.

P9 – Compliance with Laws

With the acceptance of this Purchase Order, the Seller warrants that all products furnished have been produced in compliance with all federal, state and local laws, regulations, and ordinances.

P10 – Billing

A separate, itemized invoice shall be sent to the address listed on the Purchase Order to the attention of the Accounts Payable Department. The invoice must contain the Purchase Order number, product description, quantity, unit price, and total price. Invoicing on this Purchase Order should be mailed to:

**Chinook Enterprises
Attn: Accounts Payable
2026 N. LaVenture Road
Mount Vernon, WA 98273**

P11 – Indemnity

Seller assumes liability and shall indemnify, protect, save, and keep harmless and defend Buyer and its Director, Officers, Managers, Board of Directors, and Employees from any and all liabilities resulting from any manner arising out of or incidental to the performance of this Purchase Order.

P12 – Tools

If Buyer furnishes equipment or tooling or pays for such equipment to produce Buyer's products, Seller assumes responsibility to maintain proper storage and care, and for loss or damage of Buyer furnished equipment. Such equipment will be used to produce Buyer's product only unless agreed otherwise by both parties.

P13 – No Disclosure

Seller shall not reveal any specifications, designs, or information supplied by Buyer to any third party without the prior written consent of the Buyer. Any information the Seller discloses to Buyer regarding this Purchase Order shall be deemed confidential unless otherwise specified in writing.

P14 – Applicable Law

This Purchase Order or any other agreement resulting here from shall be deemed to have been made in the State of Washington and shall be construed and governed in accordance with the laws of the State of Washington, except that Buyer and Seller expressly agree to exclude the United Nations Convention on the International Sale of Products, 1980, and any successors thereto. Seller expressly consents to the exclusive jurisdiction of any state or federal court in the State of Washington and waives service of process. Seller waives any objection to venue in any such court.

P15 – Termination

- (a) **Without Cause:** Buyer may terminate all or any part of this Purchase Order at any time by written notice to Seller. Upon such termination, settlement shall be made in accordance with Federal Acquisition regulations (FAR) 52.249-2 as in effect as of the date of the Purchase Order.

(b) **With Cause:** If Seller fails to meet the terms and conditions of this Purchase Order, Buyer may (in addition to any other remedy provided by this Purchase Order) terminate all or any part of this Purchase Order.

P16 – Failure to Comply

If Seller fails to comply with any of the Purchase Order requirements, Buyer may terminate the Purchase Order for default. In lieu of this, however, Buyer may waive the Seller deficiency in return for an equitable reduction in the Purchase Order price.

P17 – Limited Liability

The Buyer's liability to Seller hereunder shall not, under any circumstances, be greater than the total dollar amount of the Purchase Order.

P18 – Right of Entry

The Buyer and/or regulatory agencies reserve the right of entry to monitor the records, quality system, production process, and products intended for sale to Buyer.

P19 – Basic Working Conditions

Seller commits that any material violation of law relating to basic working conditions and human rights, including laws regarding slavery and human trafficking, applicable to Seller's performance under this Purchase Order may be considered a material breach of this Purchase Order for which Buyer may elect to cancel any open orders between Buyer and Seller, for cause, in accordance with the Purchase Order.

P20 – Acceptance Authority Media (AAM)

Seller shall, within its organization and supply chain, ensure that the use of AAM is clearly defined within its Quality Management System. Seller shall maintain compliance to the AAM requirements by assessing its process and supply chain as part of its internal audit activities.

P21 – Materials

If Buyer furnishes any material (such as extrusions, fasteners, bushings, etc.) for fabrication hereunder Seller agrees (i) not to substitute any other material in such fabrication without Buyer's written consent (ii) title to such materials shall not be affected by incorporation in or attachment to any other property, and (iii) all such material (except that which becomes normal industrial waste or is replaced at the Seller's expense) will be returned in the form of products or unused material to Buyer. In addition, Seller shall inspect any Buyer furnished material and shall have the right to reject any nonconforming material but in the event of loss or attrition thereafter, Seller shall be responsible for replacing such material at Seller's expense. Inaccuracies, out of tolerance condition or inadequacies in quantity of materials accepted by the Seller, shall not excuse performance in strict accordance with the application specifications and/or drawings.

P22 – Changes

Buyer may, at anytime, by written change Purchase Order, suspend performance of this Purchase Order, in whole or in part, make changes in the quantities, drawings, designs, specifications, method of shipment or packing, or time or place of delivery of the Products, reschedule the Services, or require additional or diminished Services. Buyer may accelerate the schedule or increase the quantity provided at no charge providing Buyer notifies Seller outside of quoted lead time. Any claim for adjustment under this Section P15 may, at Buyer's option, be deemed to be absolutely and unconditionally waived, unless asserted in writing (including the amount of the claim) and delivered to Buyer within thirty (30) days from the date of receipt by Seller of the change order. If the cost of property is made obsolete or excessive as a result of a change that is paid for by Buyer, Buyer may prescribe the manner of disposition of such property.

P23 – License and Intellectual Property Warranty

Seller warrants that: (i) the Products are duly licensed products; (ii) Seller has rights to sell the Products; (iii) neither the Products furnished hereunder nor use thereof will infringe any United States or Foreign Letters Patent, trademark, trade secrets, copyright or other proprietary or similar rights; (iv) Seller will at its own expense, defend any suit or claim that may arise with respect to any aforementioned infringement or allegation thereof, and (v) Seller will indemnify and hold Buyer, its affiliates, officers, directors, shareholders, managers, agents, employees, suppliers, subcontractors, servants, successors and assigns and its customers harmless from all costs (including, without limitation, reasonable attorneys' fees and costs), expenses, damages or liability that Buyer may incur as a result of any proceedings charging infringement of any Supplemental Type Certificate, Service Bulletin, patent, copyright or trademark by reason of sale or use of any Products supplies/services/data furnished by Seller. The foregoing warranty shall not apply to the Products to the extent such Products comply with specifications furnished to Seller by Buyer.

P24 – Entire Agreement

The purchase order and this instrument contains the entire agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, whether express or implied, other than herein set forth, shall be binding upon either party. Any subsequent additions, deletions or modifications to this agreement shall not be binding upon the parties unless the same are mutually agreed upon and incorporated in writing signed by Buyer.

P25 – Security Interest

To the extent that Buyer pays for the Products procured before delivery, Buyer takes a security interest in monies paid, their proceeds, Seller's inventory and Products identified to the contract. Buyer reserves the right to file all necessary financing statements to perfect such security interests. Seller agrees to execute all necessary financing statements to perfect such security interests.

P26 – Assignment

This Purchase Order binds and inures to the benefit of Buyer, its successors and assigns and Buyer's customers for the Products. Seller may not assign any right or

interest in this Purchase Order nor delegate the performance of any of its obligations without Buyer's prior written consent.

P27 – Remedies

The remedies herein provided shall be cumulative and in addition to any other remedies allowed by law or in equity. No waiver of a breach of any provision of this Purchase Order by either party shall constitute a waiver of any other breach of this Purchase Order at a future time or of any other right. Failure by Buyer to assert all or any of its rights upon any breach of this Purchase Order shall not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor shall any waiver be implied from the acceptance of any payment or service. No waiver of any right shall extend to or affect any other right Buyer may possess, nor shall such waiver extend to any subsequent similar or dissimilar breach.