# ASTRONICS CORPORATION
# STANDARD PURCHASE ORDER TERMS AND CONDITIONS

**Unless and except to the extent expressly agreed otherwise in writing by the party that is identified in the Purchase Order, these Standard Purchase Order Terms and Conditions (the "Standard Terms") shall apply to all Purchase Orders issued by Astronics Corporation and its subsidiaries located in the United States.**

1. PURCHASE AGREEMENT
   For the purpose of each Purchase Order, the "Purchase Agreement" consists of (i) any supply, purchase, services or other similar written agreement between Buyer and the party to whom a Purchase Order is issued ("Seller") relating to the Goods (defined in Section 4) ordered under the Purchase Order ("Supply Agreement"); (ii) the Purchase Order, (iii) these Standard Terms, (iv) any exceptions to these Standard Terms set forth in, attached to, or identified or referenced in the Supply Agreement (if any), the Purchase Order or otherwise agreed to in writing by Buyer ("Exceptions"), (v) any Special Terms and Conditions set forth in, attached to, or identified or referenced in the Supply Agreement (if any), the Purchase Order or otherwise agreed to in writing by Buyer ("Special Terms"), (vi) any other agreements or documents attached to or identified or referenced in the Purchase Order, these Standard Terms, any Exceptions or any Special Terms ("Other Agreements and Documents"), and (vii) any change orders or written amendments issued or approved by Buyer.

2. BUYER
   For the avoidance of doubt: (i) the only party that is Buyer and the only party that will have any responsibility, liability or obligation under or in connection with the Purchase Agreement as Buyer is the party identified in the Purchase Order as Buyer; (ii) Astronics Corporation shall have no responsibility, liability or obligation of any kind under or in connection with the Purchase Agreement unless it is specifically identified in the Purchase Order as Buyer. (For the further avoidance of doubt, if Buyer is referred to as "Astronics" or using any other name that includes "Astronics" other than "Astronics Corporation", or Buyer is identified as being a subsidiary, division, group or business unit of Astronics Corporation, the Buyer shall not be deemed to be Astronics Corporation, and Astronics Corporation shall have no responsibility, liability or obligation of any kind under or in connection with the Purchase Order; and (iii) no subsidiary, division, group or business unit of Astronics Corporation other than the particular subsidiary, division, group or business unit identified in the Purchase Order as Buyer shall have any responsibility, liability or obligation of any kind under or in connection with the Purchase Order.

3. INTERPRETATION
   Unless and except to the extent expressly stated otherwise in the Supply Agreement (if any), if there is any difference, inconsistency, ambiguity, or conflict among the provisions of the Purchase Agreement, precedence shall be given, ***first***, to any change orders or written amendments issued or approved by Buyer, but only to the extent such change orders or amendments expressly modify the Purchase agreement; ***second***, to the Supply Agreement (if any); ***third***, to the Purchase Order; ***fourth***, to any Special Terms and Conditions; ***fifth***, to any Exceptions; ***sixth***, to these Standard Terms and Conditions; and ***seventh***, to any Other Agreements and Documents signed by both Buyer and Seller. Unless specified otherwise in a change order, the Supply Agreement (if any), the Purchase Order, any Exceptions, any Special Terms and Conditions or any Other Agreement and Document, any term which has a meaning assigned to it in these Standard Terms shall have such meaning in all parts of the Purchase Agreement.

4. ACCEPTANCE
   The Purchase Order is Buyer's offer to Seller for the particular goods, materials, components, parts, products, equipment, software, documentation, deliverables, services, and other items ("Goods") to be provided hereunder, and the Purchase Agreement forms the entire agreement between Buyer and Seller relating to the Goods and supersedes any other agreement or understandings, oral or written, made prior to the date of the Purchase Order concerning such Goods. This offer shall become a binding contract on the terms stated herein when Seller accepts the Purchase Order by written or electronic acknowledgement, commencement of performance, shipment or delivery of Goods, acceptance of payment, or other conduct recognizing the existence of a contract. Acceptance of the Purchase Order

by Seller is limited to acceptance of all terms and conditions contained in the Purchase Agreement. Any different, conflicting, or additional terms and conditions, amendments, modifications or qualifications proposed by Seller in an order acknowledgement or acceptance or otherwise shall not apply or form part of the Purchase Agreement unless expressly accepted by Buyer in a change order issued by Buyer and accepted by Seller. Nothing in any invoice, shipping document or other similar document that differs from or conflicts with the Purchase Agreement or these Standard Terms shall apply or form part of the agreement and understanding of the parties relating to the Goods.

5. PACKING – SHIPPING
   All Goods shall be prepared for shipment and packed to prevent damage or deterioration, with shipment secured from the lowest transportation rates, in compliance with carrier tariffs. No charges will be paid by Buyer for preparation, packing, crating or cartage unless separately stated in the Purchase Order. All shipments to be forwarded on one day via one route shall be consolidated. Each container shall be consecutively numbered and marked with purchase order and part numbers. Container and purchase order numbers shall be indicated on bills of lading. Packing slips showing the purchase order number, shall be attached to the No. 1 container for each shipment. Any Goods sold f.o.b. place of shipment shall be forwarded prepaid or collect as directed by Buyer. Seller shall make no declaration concerning value of Goods shipped, except on Goods where tariff rate(s) are dependent upon a released or declared value, in which event such value shall be released or declared at the maximum value for the lowest rate(s).

6. SHIPMENT – DELIVERY
   Delivery of Goods shall be in accordance with the applicable Incoterm (as defined in Incoterms 2020 published by the International Chamber of Commerce) or other delivery term specified in the Supply Agreement (if any), the Purchase Order or any Special Terms. Time is of the essence in the performance of the Purchase Agreement. Shipments or deliveries or performance of services shall be strictly in accordance with the delivery schedule specified in the Supply Agreement (if any), the Purchase Order or any Special Terms. If it appears Seller will not meet such schedule, then in addition to Buyer's other remedies, Seller shall promptly accelerate work and notify Buyer in writing of any delay and, if requested by Buyer, ship via air or expedited routing to avoid or minimize delay to the maximum extent possible, the added cost to be borne by Seller. Goods are not to arrive at Buyer facilities late or more than five (5) business days prior, unless otherwise specified, to the scheduled delivery date reflected on an individual purchase order.

7. FORCE MAJEURE AND NOTICE OF LABOR DISPUTES
   a. Neither party shall be liable for any delays in delivery or payment caused by circumstances beyond its reasonable control and without its fault or negligence, including acts of God or of the public enemy, acts of the United States Government, fire, floods, epidemics, pandemics, quarantine restrictions, strikes, or embargoes; provided that the affected party gives prompt written notice to the other party and uses commercially reasonable efforts to mitigate the effect of the delay and resume performance as soon as practicable. Force majeure shall not include increases in cost, changes in market conditions, labor shortages, shortages of materials or components, transportation delays, supplier or subcontractor delays, insolvency, financial distress, or inability to obtain Goods, materials, labor, equipment, or transportation, except to the extent directly caused by an event that otherwise qualities as force majeure and could not reasonable have been avoided or mitigated. When any delays in delivery will occur or are anticipated, Seller shall immediately give notice thereof to Buyer, including the cause of the delay, the expected duration, the effected Goods and Purchase Orders, Seller's mitigation plan, and the date performance is expected to resume. Buyer may, without liability, cancel, reschedule, or obtain substitute goods or services from other sources for any Goods affected by a force majeure delay.
   b. Whenever an actual or potential labor dispute is delaying or threatening to delay the performance of the Purchase Order, Seller shall immediately give written notice thereof, including all relevant information with respect thereto, to Buyer. Seller shall use commercially reasonable efforts to prevent or minimize any resulting delay, including by using alternative facilities, sources of supply, transportation, or work arrangements where practicable.

8. INVOICES – PAYMENT

a. Invoices shall not be issued, nor payments made prior to shipment, unless otherwise stated. Individual invoices must be issued for each shipment under the Purchase Order. Unless otherwise stated in the Purchase Order or any Special Terms, payment terms are Net 45 from date of invoice. Buyer reserves the right to accept more favorable payment terms if presented by Seller. Discount invoices will be payable based on applicable discount period computed from the date of scheduled or actual delivery of the Goods ordered or the date of receipt of the correct invoice, whichever is later. Unless freight and other charges are itemized, any discount will be taken on full amount of invoice. All payments are subject to adjustment for shortage or rejection.
b. If Buyer is disputing an invoiced amount, Buyer may withhold payment of the disputed amount until the dispute is resolved.
c. All amounts due or to become due from Buyer to Seller shall be subject to deduction or set-off by Buyer by reason of any claim or counterclaim it or any of its affiliates may have arising out of the Purchase Order or any other purchase order, agreement or transaction with Seller or any of its affiliates.
d. Neither payment for nor use or inspection of Goods by Buyer or any of its affiliates shall be deemed to be acceptance by Buyer of such Goods by Buyer. Payment to Seller shall not release or relieve Seller of any of its liabilities and obligations under the Purchase Order. Payment of an invoice shall not prejudice Buyer's right to dispute such invoice at any time thereafter.

9. PRICES
   a. The prices payable by Buyer for the Goods ordered shall be the prices stated in the Purchase Order. Except for any adjustments that may be provided for in the Supply Agreement (if any), the Purchase Order or in any Special Terms, all prices are fixed and firm. Prices include and cover all design and engineering work, tooling, dies, equipment, materials, parts and components, testing, certifications, packaging, packing, crating, labeling, handling, storage and services related to such Goods, unless otherwise specified.
   b. Seller warrants that the prices of the Goods covered by the Purchase Order are not in excess of Seller's lowest prices in effect on the date of the Purchase Order for comparable quantities of similar Goods.
   c. Unless otherwise expressly stated, all prices are in U.S. Dollars.

10. WARRANTIES
    In addition to any other express or implied warranties or warranties set forth in these Standard Terms, the Special Terms or a Supply Agreement, Seller warrants that all Goods delivered under the Purchase Order will (i) be merchantable, (ii) be free from defects in materials and workmanship, design, and title (iii) comprise only materials and goods which are new and of recent manufacture, (iv) conform to the requirements of the Purchase Agreement including but not limited to, the applicable descriptions, specifications and drawings, (v) not infringe or misappropriate any intellectual property or proprietary rights of any third party, (vi) be suitable for the purposes intended by Buyer, and (vii) comply with all applicable laws, regulations, industry standards, and Buyer requirements. If the Goods include services, Seller warrants that such services will be performed in a professional and workmanlike manner by properly qualified personnel. Buyer's approval of a design furnished by Seller shall not relieve Seller of its obligations under this warranty, and Buyer's inspection, testing, acceptance, use, or payment for any Goods shall not waive or limit Seller's warranties or Buyer's remedies. Seller's liability under this warranty clause shall include, but is not limited to, at Buyer's election, rework, replacement, or return for credit all defective or nonconforming Goods, the payment of all removal and re-installation costs not to exceed twenty percent of the price paid for the Good(s), and the payment of all packing and transportation costs attributable to accomplishment of the above, all at Seller's expense, together with all reasonable inspection, sorting, containment, expedited shipping, recall, field, customer, and other costs incurred by Buyer as a result of defective or nonconforming Goods. The warranty of Seller, together with its service warranty and guarantee, if any, shall run to Buyer and its customers.

11. APPROVED SOURCES; COUNTERFEIT PARTS PREVENTION
    a. Definitions.
       i. "Counterfeit Parts" shall mean a part, component, module, or assembly whose origin, material, source of manufacture, performance, or characteristics are misrepresented. This term includes, but is not limited to, (A) parts that have been (re)marked to disguise them or falsely represent

the identity of the manufacturer, (B) defective parts and/or surplus material scrapped by the original manufacturer, and (C) previously used parts pulled or reclaimed and provided as "new".

ii. As used herein, "authentic" shall mean (A) genuine; (B) from the legitimate source claimed or implied by the marking and design of the products offered; and (C) manufactured by, or at the behest and to the standards of, the manufacturer that has lawfully applied its name and trademark for that model/version of the material.

iii. "Independent Distributor" shall mean a person, business, or firm that is neither authorized nor franchised by an Original Component Manufacturer ("OCM") to sell or distribute the OCM's products but which purports to sell, broker, and/or distribute such OCM products. Independent Distributors are also referred to as un-franchised distributors, unauthorized distributors, and/or brokers.

b. Seller represents and warrants that only new and authentic materials are used in Goods required to be delivered to Buyer and that the Goods delivered contain no Counterfeit Parts. No other material, part, or component other than a new and authentic part is to be used unless approved in advance in writing by Buyer. To further mitigate the possibility of the inadvertent use of Counterfeit Parts, Seller shall only purchase authentic parts/components directly from the Original Equipment Manufacturers ("OEMs") or through the OEM's authorized distribution chain. Seller must make available to Buyer, at Buyer's request, OEM documentation that authenticates traceability of the components to that applicable OEM. Purchase of parts/components from Independent Distributors is not authorized unless first approved in writing by Buyer. Seller must present complete and compelling support for its request and include in its request all actions to ensure the parts/components thus procured are legitimate parts. Buyer's approval of Seller request(s) does not relieve Seller's responsibility to comply with all Purchase Agreement requirements, including the representations and warranties in this paragraph.

c. Seller shall maintain a documented system in accordance with SAE AS5553 and SAE AS6174 as applicable (policy, procedure, or other documented approach) that provides for prior notification and Buyer approval before parts/components are procured from sources other than OEMs or through the OEM's authorized distribution chain. Seller shall provide copies of such documentation for its system for Buyer's inspection upon Buyer's request.

d. Acceptance of the Purchase Order constitutes confirmation by Seller that it is either the Original Equipment Manufacturer (OEM), Original Component Manufacturer (OCM), or a franchised or authorized distributor of the OEM/OCM for the Goods herein procured, unless otherwise specified. Seller further warrants that OEM/OCM acquisition documentation that authenticates traceability of the components to that applicable OEM is available upon request. If Seller is not the OEM/OCM or a franchised or authorized distributor, Seller confirms by acceptance of the Purchase Order that each Good supplied to Buyer has been procured from the OEM/OCM or a franchised or authorized distributor of the OEM/OCM. Seller further warrants that OEM/OCM acquisition traceability documentation is accurate and available to Buyer upon Buyer's request.

e. Seller shall flow the requirements of this Section 11 to its subcontractors and suppliers at any tier for the performance of the Purchase Agreement.

f. Seller's quality system and counterfeit avoidance procedures are subject to review and analysis with appropriate notice by the Buyer representative and/or authorized Government representatives. This includes surveillance of products, systems, procedures, facilities and records associated with components they have purchased. The responsibility for quality functions and counterfeit avoidance procedures shall be clearly identified within Seller's organization. Personnel performing these functions shall have sufficient authority and independence to evaluate the problems and to initiate and recommend corrective action.

12. INSPECTION

All Goods covered by the Purchase Order shall be subjected to inspection and test by Buyer and its customers to the extent practicable at all times and places including the place and period of manufacture. Buyer or its representative (customer, regulatory agency, etc.) may have access for review and/or inspection of the plant or plants of Seller or of any of Seller's subcontractors engaged in

the performance of the Purchase Agreement. Seller shall provide, without additional charge, all reasonable facilities and assistance for such inspections and tests. Any such inspection or test by Buyer or its customer shall be performed in such a manner as not to unduly delay the work. No inspection, test, approval (including design approval), or acceptance of Goods ordered shall relieve Seller from responsibility for defects or other failures to meet the requirements of the Purchase Agreement. All Goods are subject to final inspection and acceptance by Buyer at destination not withstanding any prior payment or inspection at source and such inspection will be made within a reasonable time after delivery.

13. REJECTION
Buyer shall have the right to reject, require correction or accept with an equitable adjustment in the price any Goods delivered hereunder which are defective or otherwise not in strict conformance with the requirements of the Purchase Agreement. Buyer shall notify Seller of such rejections or other actions and at Buyer's election and Seller's risk and expense such Goods shall be held by Buyer or returned to Seller for credit, refund, rework, or replacement as directed by written instructions from Buyer. No replacement or correction of defective Goods shall be made by Seller unless agreed to in writing by Buyer.

14. TITLE AND RISK OF LOSS
Title and risk of loss or damage to each Good shall pass to Buyer upon delivery in accordance with the applicable Incoterm; provided, however, (i) if Buyer issues a notice of rejection for a Good pursuant to Section 13, then notwithstanding the applicable Incoterm, title and risk of loss or damage to such Good shall revert to Seller; (ii) if and to the extent Buyer makes any payment for a Good prior to delivery in accordance with the applicable Incoterm, title to such Good shall vest in Buyer at the time of payment (but risk of loss or damage shall remain with Seller); and (iii) notwithstanding the applicable Incoterm, Seller shall bear all risk or loss or damage to a Good due to improper or inadequate packaging, packing, crating or marking or to errors in shipping documents unless and except to the extent attributable to acts, errors or omissions of Buyer.

15. CHANGES
Buyer may at any time by written notice make changes within the general scope of the Purchase Agreement in any one or more of the following: (i) drawings; (ii) designs; (iii) specifications; (iv) method of shipping or packing; (v) place of inspection, delivery or acceptance; (vi) quantities; and (vii) schedules. Seller shall proceed immediately to perform the Purchase Agreement as changed. If any such change causes an increase or decrease in the cost of, or time required for performance of any part of the work under the Purchase Agreement an equitable adjustment in the Purchase Agreement price and/or delivery schedule will be made. Any claim for adjustment under this section will be deemed to be waived unless asserted in writing (including the amount of the claim) and delivered to Buyer within twenty (20) days from the date of receipt of Seller of the change order or written notice or within such further time as may be agreed upon by the parties.

16. INTELLECTUAL PROPERTY
    a. Seller shall not make any unauthorized use of any third-party intellectual property or incorporate or otherwise use any unauthorized third-party intellectual property in the Goods or services provided to Buyer. Seller shall save Buyer, its agents and customers, and users of its products harmless from all loss, damage and liability which may be incurred on account of infringement or alleged infringement of any third party intellectual property rights, including without limitation any United States or foreign patent, copyright, trade secret, trade or other mark arising out of the manufacture, sale or use of such Goods or services by Seller, Buyer, Buyer's agents or customers, or users of its products. Seller shall, at its own expense, defend all claims, suits and actions against Buyer, its agents or customers, or users of its products in which such infringement is alleged, provided Seller is duly notified of such claims, suits and actions.

    b. To the extent any Good incorporates or makes use of any patent, copyright, trade secret or other intellectual, industrial or proprietary right of Seller or any of its suppliers or subcontractors, Buyer, each of its affiliates, each of its and their respective customers, and each other user, distributor, seller or reseller of such Good shall have and be granted an irrevocable, perpetual, non-exclusive,

fully paid, royalty-free, world-wide right and license (with right of sublicense) under such patent, copyright, trade secret or other intellectual, industrial or proprietary right to use, distribute, sell, resell, support and modify such Good as and to the extent Buyer, any of its affiliates, any of its or their respective customers, or any other user, distributor, seller or reseller of such Good may in its sole discretion determine to be necessary, desirable or appropriate. Ownership of designs, drawings, data, tooling, and other Buyer-funded or Buyer-furnished materials is addressed in Section 28.

17. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

No assignment of any rights, including rights to moneys due or to become due hereunder, nor any delegation of duties, obligations or liabilities under the Purchase Agreement shall be binding upon Buyer until Buyer's written consent thereto has been obtained. No Goods to be delivered under the Purchase Order shall be procured by Seller from a third party in completed or substantially completed form without Buyer's prior written consent. For this purpose, assignment shall include any change in the control of Seller; provided that in the case of a voluntary change in control, if Seller provides Buyer not less than 90 days advance written notice of such change in control and Buyer has not objected to such change in control within that notice period, Buyer shall be deemed to have consented to such change in control.

18. TERMINATION

By written notice directed to Seller, Buyer may terminate for Buyer's convenience all or any part of the Purchase Order. In such event, the Purchase Order price shall be equitably adjusted: provided, such adjustment shall not exceed the Purchase Order total price, nor allow any amount for cost or anticipated profit for performance not rendered: provided further, Seller's written claim for adjustment is received within thirty (30) days following the effective date of termination set forth in Buyer's written notice. Such termination shall not relieve Buyer or Seller of their respective obligations as to any un-terminated portions of the Purchase Order. Upon receipt of a termination notice, Seller shall stop work to the extent specified in the notice and take such other action as may be necessary or as Buyer may direct for the transfer, protection, preservation of property and contract rights which are related to the termination, and to minimize the cost of termination, to and for the benefit of Buyer.

19. STOP WORK; SUSPENSION OF WORK

Buyer may, by written notice to Seller, suspend, delay or interrupt all or any part of the work under the Purchase Agreement. During any suspension, Seller shall comply with Buyer's instructions, minimize costs and delays, and protect all affected work in process, materials, tooling and Goods. Buyer may cancel the suspension, terminate all or part of the Purchase Agreement under any applicable termination provision, or extend the suspension by further written notice.

If the suspension is canceled and the Purchase Agreement is not terminated, Seller shall promptly resume performance. Buyer and Seller shall negotiate an equitable adjustment, if any, to the price, delivery schedule, or both, solely to the extent the suspension directly increases Seller's reasonable cost of performance or directly affects Seller's ability to meet the delivery schedule. Seller must request any adjustment in writing, with reasonable supporting documentation, within twenty (20) days after the suspension is canceled, or the request is waived.

20. CANCELLATION – CAUSE

a. If Seller fails to make delivery of the Goods, or fails to perform the services, in accordance with the delivery dates specified in the Purchase Order, or fails to perform any other provision of the Purchase Agreement, or so fails to make progress as to endanger performance of the Purchase Order in accordance with its terms, and does not cure such failure within ten (10) days after notice from Buyer, Buyer may (in addition to any other right or remedy provided by the Purchase Agreement or by law) terminate all or any part of the Purchase Order by written notice to Seller without liability and purchase substitute goods elsewhere. In the event of such termination, Seller shall be liable to Buyer for any excess cost occasioned by Buyer. Seller shall continue performance of the Purchase Order to the extent not terminated pursuant to this Section 19.

b. Except with respect to defaults of subcontractors at any tier, Seller shall not be liable to Buyer if the failure to perform the Purchase Agreement arises out of causes beyond the control and without the fault or negligence of Seller. If the failure to perform is caused by the default of a subcontractor at any tier, and if such default arises out of causes beyond the control of both Seller and subcontractor, and without the fault or negligence of either of them, Seller shall not be liable to Buyer unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Seller to meet the requirements of the Purchase Agreement.
c. If the Purchase Order is terminated as provided in this Section 19, Buyer, in addition to any other rights provided herein, may require Seller to transfer title and deliver to Buyer (i) any completed Goods, and (ii) such partially completed Goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights as Seller has specifically produced or specifically acquired for the performance of the Purchase Agreement. If, after notice of the termination of the Purchase Order "with cause," it is determined that the failure to perform is due to causes totally beyond the control and totally without the fault or negligence of Seller, such notice of default shall be deemed to have been issued pursuant to Section 18 hereof, and the rights and obligations of the parties hereto shall be governed by such Section 18.

21. COMPLIANCE WITH LAWS
    a. In the performance of the Purchase Agreement, Seller shall comply with all applicable federal, state, local, and foreign laws, regulations, rules, orders, directives, and ordinances, including laws relating to safety, labor, employment, wage and hour, anti-discrimination, immigration, environmental protection, trade, import, export, anti-corruption, and, to the extent applicable, government contracts (collectively, "Applicable Laws"). Seller agrees, upon request, to furnish Buyer with a certificate regarding compliance with the Fair Labor Standards Act of 1938, as amended, or other Applicable Laws in such form as Buyer may from time to time require. Seller agrees to defend, indemnify and hold harmless Buyer, its affiliates, customers, and their respective officers, directors, employees, agents, and representatives from and against any loss, damage, liability, penalty, fine, cost, or expense, including attorneys' fees, arising out of or relating to Seller's violation of any Applicable Laws.
    b. Seller warrants that Seller and, to Seller's knowledge, its principals, officers, directors, and employees performing under the Purchase Agreement, are not and have not been excluded, debarred, suspended, proposed for debarment, or otherwise declared ineligible by any governmental, regulatory, or administrative body, agency, board, or authority from providing any goods or services of the type included in the Purchase Order. Seller further warrants that Seller is not, and to Seller's knowledge any such persons are not, the subject of any investigation, action, or proceeding that could lead to Seller or any such person being excluded, debarred, suspended, proposed for debarment, or otherwise declared ineligible by any governmental, regulatory, or administrative body, agency, board, or authority from providing any goods or services of the type included in the Purchase Order. Seller shall promptly notify Buyer in writing if Seller becomes aware of any investigation, action, proceeding, or circumstance that could result in Seller or any such person being excluded, debarred, suspended, proposed for debarment, or otherwise declared ineligible.

22. PUBLICITY AND DISCLOSURE
    a. No press release, advertisement, or other disclosure relating to the Purchase Agreement shall be made without Buyer's prior written approval. Seller shall require any and all of its subcontractors to comply with these requirements and shall be liable for any failure of its subcontractors to comply with this requirement.
    b. Seller shall keep confidential all designs, processes, drawings, specifications, reports, data and other technical or proprietary information and the features of all parts, equipment, tools, gauges, patterns, and other Goods furnished or disclosed to Seller by Buyer in connection with the Purchase Agreement, unless otherwise provided herein or authorized by Buyer in writing. Seller shall use such information and Goods, and the features thereof, only in the performance of the Purchase Agreement. Upon completion or termination of the Purchase Order, Seller shall return all such information and Goods to Buyer or make such other disposition thereof as may be directed or approved by Buyer.

c. Seller shall notify Buyer immediately if any Buyer proprietary data is physically or electronically obtained by unauthorized parties such as, but not limited to, a data breach of Seller's IT systems.

23. WAIVER
No failure on the part of either Party in exercising any right or remedy under the Purchase Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy under the Purchase Agreement, in law or in equity, conferred by statute, or otherwise. A waiver by or on behalf of a Party of any breach of the Purchase Agreement shall not be binding upon such Party unless it is in writing executed by such Party. A waiver shall not operate as a waiver of any future breach, whether of a like or different character, except to the extent specifically provided in such waiver.

24. HAZARDOUS MATERIAL PACKAGING, LABELING AND SHIPPING
Seller shall package, label, transport and ship hazardous materials or Goods containing hazardous materials in accordance with all applicable federal, state and local laws and regulations including but not limited to current published issues of tariffs and regulations reflecting 49 Code of Federal Regulation Articles 100-199 and shall furnish appropriate Safety Data Sheets. Seller shall ensure that all shipping documents are properly identified as hazardous material and specify any handling and storage requirements on all shipping documents.

25. HOLD HARMLESS AND INDEMNIFICATION
Seller shall be liable for and indemnify and hold harmless Buyer and its affiliates from and against any and all Losses, liabilities, damages, damage awards, judgments, settlements, indemnification payments, charges, fines, penalties, taxes, duties, costs and expenses of any kind, including, but not limited to, attorneys' fees', experts fees and other legal costs and expenses in connection with investigating, defending and settling claims and, actions, lawsuits, proceedings and demands related thereto (collectively "Losses") which they, or any of them, may suffer, sustain, become subject to, pay or incur to the extent the same arise out of or in connection with or are attributable to (i) any breach of the Purchase Agreement by Seller or any of its officers, employees, directors or subcontractors or resulting from any act, error or omission (whether or not negligent) on the part of Seller or another of its officers, employees, directors or subcontractors, (ii) any negligent act, error or omission, willful or intentional misconduct, or noncompliance with any applicable law on the part of Seller or any of its officers, employees, directors or subcontractors in connection with any Good or the Purchase Agreement, or (iii) any claim, action, lawsuit, proceeding or demand any third party may assert against Buyer or any of its Affiliates that arises out of or in connection with or is attributable to any matter referred to in clause (i) or (ii) above; provided, however, that Seller shall have no liability or obligation for Losses to the extent the same arise out of or in connection with or are attributable to any (A) any breach of the Purchase Agreement by Buyer or resulting from any act, error or omission (whether or not negligent) on the part of Buyer or any of its affiliates, or (B) any negligent act, error or omission, willful or intentional misconduct, or noncompliance with any applicable law on the part of Buyer or any of its affiliates in connection with a Good or the Purchase Agreement.

26. RESERVED

27. TAXES
Unless prohibited by law, Seller shall pay and has included in the price of the Purchase Order, as a separate line item, any federal, state or local tax, transportation tax, or other tax which is required to be imposed upon the Goods ordered hereunder, or by reason of their sale or delivery.

28. DESIGN, TOOLS, DIES, ETC.
a. Unless otherwise agreed in the Purchase Agreement, Seller at its cost shall supply all material, equipment, designs, drawings, tools, and facilities required to perform the Purchase Agreement.
b. Any and all designs, drawings, schematics, plans, specifications, photographs, information and data which are furnished or provided by or through Buyer or paid for by Buyer in connection with the Purchase Agreement are and shall remain the sole property of Buyer, and any and all designs, drawings, schematics, plans, specifications, photographs, information and data, including, but not limited to technical and testing reports, which are produced, written, prepared, developed or created

by Seller and furnished or provided (or required to be furnished or provided) to Buyer in connection with the Purchase Agreement shall be deemed to be works made for hire and, when produced, written, prepared, developed or created, all copyright and other right, title and interest therein and thereto shall vest in and be assigned and transferred to Buyer and the same shall thereafter be the sole property of Buyer; provided, however, that to the extent any pre-existing design, drawing, schematic, plan, specification, photograph, information or data or pre-existing patent, copyright, trade secret or other intellectual, industrial or proprietary right of Seller is incorporated in or used by Seller to produce, write, prepare, develop or create any such design, drawing, schematic, plan, specification, photograph, information or data which is furnished or provided (or required to be furnished or provided) to Buyer in connection with the Purchase Agreement, Seller shall retain ownership thereof, but Buyer shall have and be granted an irrevocable, perpetual, non-exclusive, fully paid, royalty-free, world-wide license (with right of sublicense) to use, distribute, sell, resell, reproduce, support and modify such design, drawing, schematic, plan, specification, photograph, information or data as and to the extent Buyer may in its sole discretion determine to be necessary, desirable or appropriate in connection with any Goods or to exercise any rights, enforce any liabilities and obligations or otherwise carry out the Purchase Agreement. Any failure to comply with the provisions of this Section 28(b) would cause Buyer irreparable injury for which it could not be adequately compensated through an award of damages, and Buyer shall be entitled to seek and obtain injunctive and other equitable relief to enforce and require performance with this Section 28(b) in the event of any actual or threatened breach thereof.

c. Seller shall use designs, drawings, schematics, plans, specifications, photographs, information and data which are furnished or provided by or through Buyer at Seller's own risk and Seller shall be responsible for all loss of or damage to the same or to any person while in Seller's custody. Seller shall, at its sole cost, store and maintain all such property in good condition and repair. Buyer makes no warranties of any nature with respect to any such property, which is furnished "AS IS."
d. Graphic arts and packaging materials: All film negatives, positives, engravings, electrodes, and dies made by Seller for the production of material on the Purchase Agreement will become the property of Buyer and shall be surrendered upon request.
e. Notwithstanding anything herein to the contrary, the provisions of this Section 28 do not apply to property owned by the United States government. Disposition and use of U.S. government property shall be governed by applicable U.S. government regulations.

29. ONGOING PRODUCTION
Seller shall give Buyer not less than twelve months' notice and an opportunity for a "last buy" of the Goods being supplied under the Purchase Order at reasonable prices consistent with Seller's prior pricing practices with respect to such Goods prior to Seller's discontinuance of its ability to manufacture such Goods for any reason.

30. ADVERSE CHANGES TO SELLERS BUSINESS CONDITIONS
Seller shall notify Buyer of substantive changes to Seller's business that will negatively impact its business, assets, or financial condition. In this event, Buyer shall have the opportunity to renegotiate, suspend, or terminate the Purchase Agreement.

31. FAILURE TO PAY SUPPLIERS
Seller shall notify Buyer in the event that Seller's financial situation or other circumstances lead to not paying a sub-tier supplier that is part of the supply chain supporting the Goods ordered by Buyer and which results in a potential delivery delay of those Goods.

32. EXPORT LAWS AND REGULATIONS
a. In performing its obligations under the Purchase Agreement, Seller will comply with United States export control and asset control laws, regulations, and orders, as they may be amended from time to time, applicable to the export or re-export of Goods or services, including software, processes, or technical data ("Items"). Such regulations include without limitation the Export Administration Regulations ("EAR"), International Traffic in Arms Regulations ("ITAR"), and regulations and orders administered by the Treasury Department's Office of Foreign Assets Control (collectively, "Export Control Laws").

b. Seller shall be responsible for obtaining the required authorizations prior to conducting an export or re-export of any Items, as defined in such laws and regulations. Buyer shall reasonably cooperate with, and exercise reasonable efforts to support, Seller making the export or re-export in obtaining any necessary licenses or authorizations required to perform Seller's obligations under the Purchase Agreement.
c. Seller shall, upon written request of Buyer, provide the Export Control Classification Numbers ("ECCNs") for each Item being delivered to Buyer as well as the ECCNs for any components or parts of each Item, if such component ECCNs are different from the ECCN of the Item at issue.
d. Seller represents that (i) any Items, and the parts and components thereof, it is providing in conjunction with the Purchase Agreement are not currently "defense articles" as that term is defined in 22 C.F.R. § 120.6 of the ITAR and (ii) the services (if any) that Seller is providing in conjunction with the Purchase Agreement are not currently "defense services" as that term is defined in 22 C.F.R. § 120.9 of the ITAR. Seller acknowledges that this representation means that an official capable of binding Seller knows or has otherwise determined that such Items, and the parts and components thereof, are not currently on the United States Munitions List at 22 C.F.R. § 121.1. Each party agrees to reasonably cooperate with the other in providing, upon written request of the other party, documentation or other information that supports or confirms this representation, including, for example, Commodity Jurisdiction Determinations.
e. To the extent that such Items, or any parts or components thereof, were specifically designed or modified for a military end use or end user, Seller shall notify Buyer of this fact and shall also provide Buyer with written confirmation from the United States Department of State that such Items, and all such parts or components thereof, are dual-use Items subject to the jurisdiction of the Department of Commerce.

33. CONFLICT MINERALS
a. Seller must demonstrate that all gold, tin, tantalum or tungsten (or derivative thereof) (collectively referred to as "3TG") in the products it sells to Astronics were sourced from RMI RMAP conformant smelters.
b. As a public company, Astronics Corporation is required to comply with Section 1502 of the United States Dodd-Frank Wall Street Reform and Consumer Protection Act, and, among other things, such act requires that Astronics Corporation make certain disclosures related to the use of Conflict Minerals in filings it makes with the United States Securities and Exchange Commission. Seller will source and track the chain of custody of all 3TG that may be contained in any Goods in accordance with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas or such other internationally recognized due diligence standard as Astronics Corporation may approve. Seller shall, if and whenever requested by Buyer or Astronics Corporation, provide Astronics Corporation with a declaration in the form of the EICC-GESI Conflict Minerals Reporting Template ("CMRT") as adopted by EICC-GESI with respect to all Goods and any and all such other information and data related to the use of Conflict Minerals in Goods that Seller may reasonably request.
c. Supplier will at all times be able to deliver to Astronics its current CMRT that has been generated through the surveying of its relevant direct suppliers within the previous 12 months using the most current version of the CMRT. The supplier is required to cascade this requirement down the supply chain to its suppliers and, in turn, require them to cascade the requirement to survey their suppliers using the CMRT at least once each year.
d. If Buyer believes that a Good contains (or includes, makes use of or was made from a material, part or component that that contains) a 3TG whose purchase funded violence in the Covered Countries: (i) Buyer may, at its option, by providing notice thereof to Seller, suspend the Purchase Order as to such Good until Seller is able to confirm to the reasonable satisfaction of Buyer whether or not such Good contains any 3TG whose purchase funded violence in the Covered Countries; and (ii) if it is determined that such Good contains any 3TG whose purchase funded violence in the Covered Countries or if Seller is not able to confirm to the reasonable satisfaction of Buyer whether or not such Good contains any Conflict Mineral within 90 days after being requested to do so by Buyer, Buyer may, at its option, by providing notice thereof to Seller, terminate the Purchase Order as to such Good. Buyer shall have no liability or obligation with respect to any Good as to which the Purchase Order is terminated or suspended pursuant to this Section 33 (c).

34. RoHS COMPLIANCE
Unless Seller has expressly and in writing informed Buyer to the contrary, Seller represents that any product delivered to Buyer under this order is in compliance with the European Union (EU) Directive 2011/65/EU on the Restriction of the Use of certain Hazardous Substances in Electrical and Electronic Equipment (RoHS Recast). In particular, the products have been tested as needed for the presence of Lead, Cadmium, Mercury, Hexavalent chromium, Polybrominated biphenyls (PBB), and Polybrominated diphenyl ethers (PBDE). For Cadmium there must be less than 0.01% of the substance by weight at raw homogeneous materials level. For Lead, PBB, PBDE, mercury and Hexavalent chromium, there must be no more than 0.1% of the material, when calculated by weight at raw homogeneous materials.

35. REACH COMPLIANCE
"REACH" is European Union Regulation (EC) No 1907/2006 concerning the "Regulation on Registration, Evaluation, Authorization and Restriction of Chemicals effective June1, 2007. Under REACH, Buyer's customers within the European Union may require that Buyer identify any Substances of Very High Concern (SVHC) from the Candidate List as defined under REACH and Buyer will need to have Seller identify any such SVHCs in its products. Upon request, Seller agrees (1) to provide to Buyer, at no increase in contract price, information regarding any SVHC's present in Seller's products, including the SVHC's name, amount contained, by weight, total part weight and safe usage information, based on the Candidate List in place at the time of receipt of request, (2) to submit response within 45 days upon receipt of request, and (3) to permit Buyer to disclose such information to its customers or regulatory authorities for the purpose of compliance with the REACH regulation. If at any time, the product's chemical composition change after a response is provided, Seller is required to provide Buyer with the revised information. Buyer reserves the right to request REACH information up to thirty-six months after last shipment of a product by Seller to Buyer.

36. FEDERAL ACQUISITION REGULATIONS
If the Purchase Order references or is issued in support of a prime contract funded in whole or in part by the US Government, then the Federal Acquisition Regulation (FAR) clause at FAR 52.244-6, the FAR clauses listed therein, and FAR 52.222-90 apply to the Purchase Order to the extent required by their terms. If the Goods do not qualify as "commercial products" or "commercial services" as defined in FAR 2.101, then additional FAR clauses may apply. Additional FAR and DFARS clauses may apply as referenced on the applicable Purchase Order, in any Special Terms, or as otherwise required by the applicable prime contract or higher-tier subcontract. Seller shall comply with all such applicable FAR, DFARS, and other government contract clauses and shall flow down all mandatory clauses to its subcontractors and suppliers to the extent required.

37. ETHICS
a. Seller shall comply with the spirit of the Astronics Corporation Code of Business Conduct and Ethics and the Astronics Corporation Statement on Combatting Human Trafficking, which are posted on the Astronics Corporation website at https://www.astronics.com/about/corporate-responsibility.
b. Seller shall ensure that the importance of ethical behavior, protection of human rights, and protection of the environment is communicated to its employees and to its sub-tier suppliers as appropriate for the type of business and as required by local rules/regulations.
c. Seller commits that any material violation of law by Seller relating to basic working conditions and human rights, including laws regarding slavery and human trafficking, applicable to Seller's performance under the Purchase Agreement may be considered a material breach of the Purchase Agreement for which Buyer may elect to cancel any open Purchase Orders between Buyer and Seller, for cause, in accordance with the provisions of the Purchase Agreement, or exercise any other right of Buyer for an Event of Default under the Purchase Agreement. Seller shall include the substance of this Section 37, including this flow down requirement, in all subcontracts awarded by Seller for build to print work performed under the Purchase Agreement.

38. OZONE-DEPLETING SUBSTANCE
a. Definition. "Ozone-depleting substance," as used in this Section, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--
- Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- Class II, including, but not limited to hydrochlorofluorocarbons.

b. Seller shall label Goods which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as applicable:

Warning
Contains *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

Warning
Manufactured with *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*Seller shall insert the name of the substance(s).

c. Buyer requires that the provisions/requirements set forth above be included in Seller's direct supply contracts as well as the obligation that they be flowed to the sub-tier supply chain. For the purpose of this note Supply Chain shall mean Seller's direct and indirect suppliers performing value-added activity on the Goods and services. It focuses on direct and lower-tier suppliers.

38. PRIORITY RATING
If so identified, the Purchase Order is a "rated order" certified for national defense use, and Seller shall follow all the requirements of the Defense Priorities and Allocation System (DPAS) Regulation (15 CFR Part 700).

39. GOVERNING LAW
Unless otherwise expressly provided in a Purchase Agreement governing the Purchase Order, the Purchase Order and these Standard Terms shall be governed by the laws of the State of the United States in which Buyer's address set forth on the face of the Purchase Order is located, without resort to said state's conflicts of law rules for the purpose of applying the laws of another jurisdiction. EACH PARTY SUBMITS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE FEDERAL COURTS AND STATE COURTS OF SUCH STATE FOR ALL MATTERS RELATED TO OR ARISING OUT OF THE GOODS, ANY SITE WORK OR THE PURCHASE AGREEMENT AND WAIVES ANY AND ALL OBJECTIONS THERETO. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

40. SEVERABILITY
If any provision of the Purchase Agreement is invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality or unenforceability will apply only to such provision or part thereof and the remaining part of such provision and all other provisions of the Purchase Agreement will continue in full force and effect in accordance with their terms.

41. INSURANCE REQUIREMENTS
Seller shall procure and maintain, at its own cost and expense, adequate Products Liability Insurance with bodily injury/death and property. Upon request by Buyer, Seller shall provide Buyer with (i) a certificate or certificates of insurance confirming that all insurance coverages required under this Section 41 have been procured and are being maintained (including copies of appropriate additional insured endorsements). Buyer shall have the right to withhold any or all payments to Seller unless and until the insurance coverages required under this Section 41 have been procured and are being maintained and the certificates required under this Section 41 have been provided to Buyer.

42. LIMITATION OF LIABILITY
Seller shall not be liable to Buyer or any of its affiliates in connection with any Good or the Purchase Agreement and Buyer shall not be liable to Seller in connection with any Good or the Purchase Agreement for any Losses of an indirect, incidental, contingent, special, consequential or punitive nature, including any loss of profit or anticipated business; provided, however, that the foregoing shall not apply to or limit or restrict in any way: (i) the liability of Seller for or in connection with a breach of Sections 11, 16, 22, 25, 28, and 32 (ii) the liability of Seller for any late delivery or other penalties or

liquidated damages that may be provided for in the Purchase Agreement; (iii) the indemnification obligations of Seller under Section 25; or (iv) the liability of Seller for or in connection with any negligent act, error or omission, willful or intentional misconduct, or noncompliance with any applicable federal, state or local laws, regulations, rules or ordinances on the part of Seller or any of its affiliates, suppliers or subcontractors.

43. CYBERSECURITY INCIDENT REPORTING AND SUPPLY CHAIN RISK MANAGEMENT
    a. The Seller shall notify the Buyer in writing of any known or suspected cybersecurity incident that could reasonably affect the confidentiality, integrity, or availability of the Component Software or related services, including incidents involving any sub tier supplier, within 24 hours of detection. A preliminary incident summary shall include, to the extent known, the nature of the incident, affected products or services, and actions taken to mitigate the risk.
    b. A comprehensive written report describing root cause, corrective actions, and preventive measures shall be provided within 72 hours after initial notification or as updates become available.
    c. Seller shall include equivalent notification and reporting requirements in all subcontracts for the Component Software or associated services.
    d. Seller shall evaluate and manage cybersecurity risks in its supply chain consistent with recognized frameworks such as NIST SP 800 161 Rev. 1 (Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations) and NIST SP 800 53 Rev. 5 (Security and Privacy Controls for Information Systems and Organizations). At Buyer's request, Seller shall provide written confirmation of such assessments or make risk management artifacts available for review.