STANDARD TERMS AND CONDITIONS

THIS PURCHASE ORDER CONTRACT ("Contract") INCORPORATES THE FOLLOWING TERMS AND CONDITIONS AND ALSO INCLUDES THE INVITATION TO BID, REQUEST FOR QUOTATIONS, SPECIFICATIONS, AND PLANS, ALL UNDER THE LAWS OF THE STATE OF WASHINGTON, WHICH ARE HEREBY INCORPORATED BY REFERENCE.

(1) PARTIES.
As used herein, "Seller" includes Seller, its subsidiaries, and affiliates; "Buyer" includes Custom Interface, Inc., a Washington corporation.

(2) CHANGES.
No modification of this Contract may occur without the express written approval of Buyer. Buyer's authorized representative may direct changes in the general scope of this contract. Changes can include technical requirements, adjustments to scheduled deliveries, location of delivery or terms and conditions needed for compliance with government contracts. Such changes will be considered finalized when Seller receives and accepts a Purchase Order Change Notice (POCN). If such changes increase costs for Seller, Buyer and Seller shall negotiate an equitable adjustment in either price or schedule. Seller must assert a claim for adjustment within 15 days of receipt of notice from Buyer. The proposal concerning the change must be supported with documentation and is reviewable by Buyer at their discretion.

(3) TITLE AND RISK OF LOSS.
Title to goods purchased and delivered pursuant to the terms of this Contract ("Goods") shall pass to Buyer at delivery unless otherwise stated in the Contract. Regardless of FOB point, Seller agrees to bear all risks of loss, injury or destruction of the Goods.

(4) ACCEPTANCE AND REJECTION.
Buyer shall accept the Goods or give Seller notice of rejection due to any defect or nonconformance within a reasonable time period after the date of delivery. Unless specifically noted in writing by Buyer's Authorized Representative, Buyer objects to and is not bound to any condition not authorized by contract. Seller's delivery serves as proof that Seller accepts this contract as written. Buyer's inspection of all materials and equipment upon delivery is for the sole purpose of identification. Such inspection shall **not** be construed as final acceptance, nor as acceptance of the materials or equipment. If there are any apparent defects in the materials or equipment at the time of delivery, In order to ensure compliance with the AS9100 standard 8.5.4, CII will not accept shipments of shelf life materials from suppliers unless there is at least 70% of the manufacturer's shelf life remaining. Buyer will promptly notify Seller thereof. In turn, Seller agrees to notify Buyer in writing immediately upon discovery of any non-conformance. No payment, inspection, prior test, delay, or failure to inspect or test, or failure to discover any defect or other nonconformance, shall relieve Seller of any obligations under this Contract or impair any rights or remedies of Buyer, including revocation of acceptance. Without limiting any other rights to which it may be entitled, if Goods are found to be non-conforming, Buyer at its option may require Seller to:

a. Promptly repair or replace, at Seller's expense, any or all of the non-conforming Goods;
b. Refund the price of any or all of the non-conforming Goods;
c. Accept the return of any or all of the non-conforming Goods; or
d. Obtain replacement Goods from another source.

All costs and expenses and loss of value incurred as a result of or in connection with nonconformance and repair, replacement or other correction may be recovered from Seller by price reduction or credit against any amounts owed to Seller under this Contract.

Return to Seller of defective or non-conforming goods and redelivery to Buyer of corrected or replacement Goods shall be at Seller's expense. **Buyer requires that a minimum of 98% of Seller's products meet specifications.**

Upon request, the Buyer, the Buyer's customers or regulatory authorities are afforded the right of entry to inspect Seller's facility and manufacturing processes at reasonable times and places, at any level of the supply chain, including Seller's subcontractor's locations. Buyer, Buyer's customer or regulatory authorities shall be granted access to locations used in the manufacturing of goods or performance of services, at any level of the supply chain, during normal working hours. Seller or seller's subcontractors shall furnish Buyer, Buyer's customer or regulatory authorities, without charge, reasonable facilities for the performance of inspections or review of documentation including manufacturing processes and test results.

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(5) SHIPPING, HANDLING AND PACKAGING INSTRUCTIONS.

All materials/products/shipments shall be packaged to ensure damage does not occur in transit. No charges will be allowed for handling which includes, but is not limited to, packing, wrapping, bags, and containers or reels, unless otherwise stated herein. Buyer may charge Seller for damage to or deterioration of any Goods resulting from improper packing or packaging. All packages must include a packing list mirroring the purchase order Contract to include, at a minimum, the purchase order number, material description, quantity of the Goods, part number or size, if applicable. Seller shall follow shipment instructions per the purchase order Contract. Unless otherwise specified, all Goods are to be shipped prepaid, FOB Buyers Dock. Where specific written authorization is granted to ship Goods other than FOB Buyers Shipping Point, Seller agrees to prepay all shipping charges, route with the cheapest common carrier, and add to Buyer invoice as a separate line item on the invoice. Invoices containing shipping charges shall also include a copy/Original Shipper's invoice for the shipping charges.

(6) DELIVERY.

Seller to ship and deliver all Goods to Buyer FOB: Buyers Dock, unless otherwise stated. Seller shall give prior notification and obtain written approval from Buyer for any changes to the delivery date/ship date. Without prior written approval, Buyer shall maintain the right to reject Goods that are delivered earlier than 5 days ahead of schedule and Seller shall bear all costs related to delivery of said Goods according to the delivery dates within the respective purchase order. **Buyer requires that a minimum of 98% of Supplier's deliveries arrive within 5 days of due date.** The acceptance by Buyer of late performance, with or without objection or reservation, shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Seller. In the event of any anticipated or actual delay, including but not limited to labor disputes, Seller shall promptly notify Buyer in writing of the reasons for the delay, provide Buyer with a written recovery schedule, and if requested by Buyer, ship via air or other expedited routing to minimize delay to the maximum extent possible, at Seller's expense.

(7) IDENTIFICATION.

All invoices, packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written documents affecting this Contract shall be identified by the applicable purchase order.

(8) OVERSHIPMENTS.

Over shipments against any purchase order may be returned "freight collect" to Seller and billed back at that purchase order's contract selling price(s).

(9) COUNTERFEIT PARTS PROTECTION.

Seller bears responsibility for procuring authentic Goods or items from its Vendors/Suppliers/Subcontractors and shall ensure that all such Vendors/Suppliers/Subcontractors comply with the requirements as stated under AS5553, incorporated herein by this reference. Mandatory compliance to AS5553 for all parts delivered to Buyer is required.

Counterfeit Goods delivered or furnished to Buyer under this Contract are deemed nonconforming. If Seller becomes aware or suspects that it has furnished Counterfeit Goods to Buyer under this Contract, Seller shall promptly notify Buyer and replace, at Seller's expense, such Counterfeit Goods with OEM or Buyer-approved Goods that conform to the requirements of this Contract. Seller shall be liable for all costs related to the replacement of Counterfeit Goods and any testing or validation necessitated by the installation of authentic Goods after Counterfeit Goods have been replaced. The remedies contained in this article are in addition to any remedies Buyer may have at law or in equity, or under other provisions of this Contract.

ADDITIONAL AS9100 PROVISIONS FOR NON-CONFORMING PARTS.

a. The Seller is required to:
   i. Immediately notify Buyer of nonconforming product.
   ii. Obtain Buyer's approval for nonconforming product disposition.
   iii. Notify Buyer of changes in product and/or process, changes of suppliers, and changes of manufacturing facility locations.

(10) TAXES.
Unless otherwise indicated, Buyer agrees to pay all State of Washington sales or use tax.

(11) WARRANTIES.

a. Seller warrants that Goods and/or services supplied under this Contract shall conform to all specifications and requirements of this Contract and shall be free from defects in materials and workmanship and shall "fit for the purpose" for which such Goods are ordinarily employed, unless specifically identified in a special condition, specification or otherwise, then in those cases the Goods must conform to and be fit for the stated particular purpose.

b. Any additional warranties provided by Seller are hereby incorporated by reference.

c. All warranties shall not be exclusive and shall run to both Buyer and to its customers.

(12) PAYMENTS.
Buyer shall pay Seller the amount agreed upon and specified in the Contract. Seller shall only invoice Buyer for Goods delivered and completed. Seller's invoice shall separately state all applicable taxes and other charges such as shipping costs, duties, customs, tariffs and government imposed surcharges. Seller shall consider payment made when check is mailed. Payment shall not constitute acceptance, unless otherwise stated. Seller will not be entitled to any royalty or other remuneration on the production or distribution of any products developed by Buyer in connection with or based on the Goods. Invoices will not be processed for payment until a properly completed invoice has been received, all invoiced items are received, and satisfactory performance by Seller has been attained. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. If no terms are specified, net 30 days will automatically apply. Payment(s) made in accordance with the terms of this Contract shall fully compensate Seller for all risk, loss, damages, or expense of whatever nature, and acceptance of payment shall constitute a waiver of all claims submitted by Seller.

(13) QUALITY MANAGEMENT. Seller shall maintain a quality management system acceptable to Buyer, and ideally, compliant with current Aerospace requirements (AS9100 D). Sellers performing calibration services must comply with Level 2/NIST standards. Seller shall permit Buyer to review documents included in its quality management system, processes, procedures and substantiating documents. The quality system at a minimum must address configuration management, non-conformance containment, risk assessment and mitigation as well as the retention of records.

(14) RECORD RETENTION AND DISPOSITION. Seller must retain records of transactions and related quality documents for a period of at least 10 years. Disposal by the Seller must be authorized by Buyer prior to disposing in a manner that meets Buyer's requirements.

(15) CONFLICT MINERALS.
Seller shall comply with Conflict Minerals Law and provide all necessary declarations to Buyer using the EICC / GeSI Conflict Minerals Reporting Template. These measures will be used in conjunction with industry initiatives such as the Conflict-Free Smelter Program to reasonably assure that the Tantalum, Tungsten, Tin or Gold in the products Buyer manufactures do not directly or indirectly finance or benefit unauthorized armed groups in the DRC Region.

(16) LIENS, CLAIMS, AND ENCUMBRANCES.
Seller warrants that Seller has good and valid title to the Goods free and clear of all liens, encumbrances, security interests or charges of any kind.

(17) SEVERABILITY.
The provisions of this Contract are severable, and if any one or more provisions are held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect.

(18) INDEMNIFICATION.

Indemnification. Seller shall indemnify, defend, and hold harmless Buyer, its officers, directors, employees, and agents from and against all actions, causes of action, liabilities, claims, suits, judgments, liens, awards and damages of any kind and nature whatsoever for property damage, personal injury or death and expenses, costs of litigation and attorney's fees related thereto or incident to establishing the right to indemnification, arising out of or in any way related to this Contract, or Seller's performance or non-performance thereof.

Intellectual Property Indemnity. Seller will indemnify, defend and hold harmless Buyer and its customers from all claims, suits, actions, awards (including, but not limited to, awards based on intentional infringement of patents known at the time of such infringement, exceeding actual damages and/or including attorneys' fees and/or costs), liabilities, damages, costs and attorneys' fees related to the actual or alleged infringement of any United States or foreign intellectual property right (including, but not limited to, any right in a patent, copyright, industrial design or semiconductor mask work, or based on misappropriation or wrongful use of information or documents) and arising out of the manufacture, sale or use of Goods by either Buyer or its customers. Buyer and/or its customers will duly notify Seller of any such claim, suit, or action. Seller will, at its own expense, fully defend such claim, suit, or action on behalf of the indemnities. Seller will have no obligation under this article with regard to any infringement arising from:

a. The compliance of Seller's new product design with formal specifications issued by Buyer where infringement could not be avoided in complying with such specifications; or

b. Use or sale of Goods for other than their intended application in combination with other items when such infringement would not have occurred from the use or sale of those Goods solely for the purpose for which they were designed or sold by Seller. For purposes of this article only, the term Buyer will include Custom Interface, Inc., as well as its officers, agents and employees.

(19) TERMINATION FOR CONVENIENCE.

a. Buyer may terminate all or part of this Contract for its sole convenience. In the event of such termination, Seller shall immediately stop all work and immediately cause any and all of its subcontractors and suppliers to stop work. Subject to the terms of this Contract, within 30 days after the effective date of termination, Seller may submit to Buyer a claim reflecting the percentage of work performed prior to the effective date of termination, plus reasonable charges that Seller can demonstrate to the satisfaction of Buyer using its standard record keeping system have resulted from the termination. Seller shall not be paid for any work performed or costs incurred which reasonably could have been avoided. Further, Seller shall not be paid, and in no event shall Buyer be obligated to pay, lost or anticipated profits. The provisions of this section shall not limit or affect the right of Buyer to cancel this contract for Default. Seller shall continue all work not terminated.

b. Buyer may terminate performance of work under this Contract in whole or, from time to time, in part, if the Buyer determines that termination is in the Buyer's interest. The Buyer shall terminate by delivering to the Seller a Notice of Termination specifying the extent of termination and the effective date.

c. After receipt of a Notice of Termination, and except as directed by the Buyer, the Seller shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

i. Stop work as specified in the notice.

ii. Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the Contract.

iii. Terminate all subcontracts to the extent they relate to the work terminated.

iv. Assign to the Buyer, as directed by the Buyer, all right, title, and interest of the Seller under the subcontracts terminated, in which case the Buyer shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

v. With approval or ratification to the extent required by the Buyer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

vi. As directed by the Buyer, transfer title and deliver to the Buyer the following items:
(A) The fabricated or un-fabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and (B) The completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to the Buyer.

vii. Complete performance of the work not terminated.

viii. Take any action that may be necessary, or that the Buyer may direct, for the protection and preservation of the property related to this Contract that is in the possession of the Seller and in which the Buyer has or may acquire an interest.

ix. Use its best efforts to sell, as directed or authorized by the Buyer, any property of the types referred to in subparagraph (vi) of this clause; provided, however, that the Seller:
(A) Is not required to extend credit to any purchaser; and
(B) May acquire the property under the conditions prescribed by, and at prices approved by, the Buyer.

The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Buyer under this Contract, credited to the price or cost of the work, or paid in any other manner directed by the Buyer.

d. The Seller shall submit complete termination inventory schedules no later than 30 days from the effective date of termination, unless extended in writing by the Buyer.

e. After termination, the Seller shall submit a final termination settlement proposal to the Buyer in the form and with the certification prescribed by the Buyer. The Seller shall submit the proposal promptly, but no later than 60 days from the effective date of termination, unless extended in writing by the Buyer. If the Seller fails to submit the proposal within the time allowed, the Buyer may determine, on the basis of information available, the amount, if any, due to Seller.

f. Subject to paragraph (d) of this clause, the Seller and the Buyer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount may not exceed the total Contract price as reduced by:

i. The amount of payments previously made;
i.i. and the Contract price of work not terminated.

g. The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this Contract, shall govern all costs claimed, agreed to, or determined under this clause.

h. In arriving at the amount due the Seller under this clause, there shall be deducted:

i. All unliquidated advance or other payments to the Seller under the terminated portion of this Contract;

ii. Any claim which the Buyer has against the Seller under this Contract; and

iii. The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Seller or sold under the provisions of this clause and not recovered by or credited to the Buyer.

i. If the termination is partial, the Seller may file a proposal with the Buyer for an equitable adjustment of the price(s) of the continued portion of the Contract. The Buyer shall make any equitable adjustment agreed upon. Any proposal by the Seller for an equitable adjustment under this clause shall be requested within 30 days from the effective date of termination unless extended in writing by the Buyer.

j. The Buyer may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Seller for the terminated portion of the Contract, if the Buyer believes the total of these payments will not exceed the amount to which the Seller will be entitled.

k. Unless otherwise provided in this Contract or by statute, the Seller shall maintain all records and documents relating to the terminated portion of this Contract for 10 years after final settlement. This includes all books and other evidence bearing on the Seller's costs and expenses under this Contract.

(20) CURE & DEFAULT.

a. Buyer may, by written notice to Seller, cancel all or part of this Contract: (i) if Seller fails to deliver the Goods within the time specified by this Contract or any written extension; (ii) if Seller fails to perform any other provision of this Contract or fails to make progress, so as to endanger performance of this Contract, and, in either of these two circumstances, within ten (10) days after receipt of notice from Buyer specifying the failure, does not cure the failure or provide Buyer with a written detailed plan adequate to cure the failure if such failure reasonably cannot be cured within such ten (10) days and such plan is acceptable to Buyer's Authorized Procurement Representative; or (iii) in the event of Seller's bankruptcy, suspension of business, insolvency, appointment of a receiver for Seller's property or business, or any assignment, reorganization or arrangement by Seller for the benefit of its creditors.

b. Seller shall continue work not canceled. If Buyer cancels all or part of this Contract in the event of default, Seller shall be liable for Buyer's incidental and consequential damages, including re-procurement costs.

c. Buyer may require Seller to transfer title and deliver to Buyer, as directed by Buyer, any (i)completed Goods, (ii) any partially completed Goods and materials, parts, and contract rights, and (iii) tools, dies, jigs, fixtures, plans, drawings, or information that Buyer has designed, produced or Acquired (collectively "Manufacturing Materials") for the canceled portion of this Contract. Upon direction from Buyer, Seller shall also protect and preserve property in its possession in which Buyer or its customer has an interest.

d. Buyer shall pay the Contract price for Goods accepted. In addition, any payment for Manufacturing Materials accepted by Buyer and for the protection and preservation of property shall be at a price determined in accordance with the "Termination for Convenience" article of this Contract, except that Seller shall not be entitled to profit. Buyer may withhold from any amount due under this Contract any sum Buyer determines to be necessary to protect Buyer or Buyer's Customer against loss because of outstanding liens or claims of former lien holders.

e. If, after cancellation, it is determined that Seller was not in default, the rights and remedies of the Parties shall be as if the Contract had been terminated according to the "Termination for Convenience" article of this Contract.

(21) ASSIGNMENTS AND SUBCONTRACTING.

No part of this Contract may be assigned or subcontracted without prior written approval of Buyer. All contract requirements needed to ensure compliance must be flowed down to subcontractors, including any government delivery performance requirements such as ITAR and DPAS.

(22) SUBSTITUTION.

Substitution of components or brands by Seller, unless specified by the Buyer's Bill of Material or design specifications, shall only be performed with prior written consent from the Buyer.

Supplier shall promptly notify Buyer (within 30 days) of the impact of any known obsolescence or diminishing manufacturing or material shortages as they become known.

(23) INSURANCE REQUIREMENTS.

a. Commercial General Liability. Seller shall carry and maintain, and ensure that all Vendors/Suppliers Subcontractors thereof carry and maintain, throughout the performance of this purchase order contract until final acceptance by Buyer, Commercial

General Liability insurance with available limits of not less than one million dollars ($1,000,000) per occurrence for bodily injury and property damage combined with Buyer named as additionally insured. Such insurance shall contain coverage for all premises and operations, broad form property damage, contractual liability including, without limitation, that specifically assumed under paragraph (a) herein) and goods and completed-operations insurance with limits of not less than one million dollars $1,000,000) per occurrence for a minimum of twenty-four (24) months after final acceptance of the work by Buyer.

b. Automobile Liability. If licensed vehicles will be used in connection with the performance of the work, Seller shall carry and maintain, and ensure that any subcontractor thereof who uses a licensed vehicle in connection with the performance of the work carries and maintains, throughout the period when work is performed and until final acceptance by Buyer, Business Automobile Liability insurance covering all vehicles, whether owned, hired, rented, borrowed or otherwise, with available limits of not less than one million dollars ($1,000,000) per occurrence combined single limit for bodily injury and property damage.

c. Workers' Compensation and Employers' Liability. Throughout the period when work is performed and until final acceptance by Buyer, Seller shall, and ensure that any subcontractor thereof shall, cover or maintain insurance in accordance with the applicable laws relating to Workers' Compensation (and Employers' Liability with limits not less than one million dollars ($1,000,000) per incident) with respect to all of their respective employees working on or about Buyer's premises. If Buyer is required by any applicable law to pay any Workers' Compensation premiums with respect to an employee of Seller or any subcontractor, Seller shall reimburse Buyer for such payment.

d. Certificates of Insurance. Prior to commencement of the work, Seller shall provide for Buyer's review and approval certificates of insurance reflecting full compliance with the requirements set forth in paragraphs (a) (b), (c), and (d). Such certificates shall be kept current and in compliance throughout the period when work is being performed and until final acceptance by Buyer, and shall provide for 30 days advance written notice to Buyer in the event of cancellation. Failure of Seller or any subcontractor thereof to furnish certificates of insurance, or to procure and maintain the insurance required herein or failure of Buyer to request such certificates, endorsements or other proof of coverage shall not constitute a waiver of Seller's or subcontractor's obligations hereunder.

e. Self-Assumption. Any self-insured retention, deductibles and exclusions in coverage in the policies required under this article shall be assumed by, for the account of and at the sole risk of Seller or the subcontractor which provides the insurance and to the extent applicable shall be paid by such Seller or subcontractor. In no event shall the liability of Seller or any subcontractor thereof be limited to the extent of any of the minimum limits of insurance required herein.

f. Protection of Property. Seller assumes, and shall ensure that all subcontractors thereof and their respective employees assume, the risk of loss or destruction of or damage to any property of such parties whether owned, hired, rented, borrowed, or otherwise, brought to a facility owned or controlled by Buyer or Buyer's customer. Seller waives, and shall ensure that any subcontractor thereof and their respective employees waive, all rights of recovery against Buyer, its subsidiaries and their respective directors, officers, employees and agents for any such loss, destruction or damage. At all times Seller shall, and ensure that any subcontractor thereof shall, use suitable precautions to prevent damage to Buyer's property. If any such property is damaged by the fault or negligence of Seller or any subcontractor thereof, Seller shall, at no cost to Buyer, promptly and equitably reimburse Buyer for such damage or repair or otherwise make good such property to Buyer's satisfaction. If Seller fails to do so, Buyer may do so and recover from Seller the cost thereof.

(24) PRICE.
If Price is not stated in this Purchase Order Contract, Seller covenants and agrees that the Goods shall be billed at the price last quoted or paid, or the prevailing market price, whichever is lower. Seller represents and warrants that pricing Buyer receives is no greater than the pricing provided for the same Goods to other customers of Seller.

(25) PREVAILING PARTY FEES.
Seller covenants and agrees that in the event suit is instituted by Buyer for any default on the part of Seller, and Seller is adjudged by a court of competent jurisdiction to be in default, that Seller shall pay to Buyer all costs and expenses expended or incurred by Buyer in connection therewith, as well as reasonable attorney fees, including on appeal.

(26) FORCE MAJEURE.
Buyer may delay delivery or acceptance occasioned by causes beyond its control. Seller shall hold such goods at the direction of Buyer and shall deliver them when the cause affecting the delay has been removed. Buyer shall be responsible only for Seller's direct additional costs in holding the goods or delaying performance of this Contract at Buyer's request. Causes beyond Buyer's control shall include government action or failure of the government to act where such action is required, strike or other labor trouble, fires, floods, epidemics, quarantine restrictions, freight embargoes, or unusually severe weather (collectively Force Majeure Causes). Seller shall not be liable for excess re-procurement costs pursuant to the Cure & Default provisions of this Contract incurred by Buyer because of any failure to perform this Contract under its terms if the failure arises from Force Majeure Causes beyond the control and without the fault or negligence of Seller. In each instance the failure to perform must be beyond the control and without the fault or negligence of Seller.

(27) SETOFF.
All claims for money due or to become due from Buyer shall be subject to deduction or set off by Buyer by reason of any counterclaim arising out of this or any other transaction with Seller.

(28) BANKRUPTCY.
In the event of any proceeding, voluntary or involuntary, in bankruptcy or insolvency by or against Seller, including any proceeding under United States bankruptcy laws, or in the event of the appointment, with or without Seller's consent, of a receiver of an assignee for the benefit of creditors, Buyer shall be entitled to cancel any unfilled part of this order without any liability whatsoever.

(29) ANTITRUST ASSIGNMENT CLAUSE.
Seller and Buyer acknowledge that overcharges by manufacturers are in fact borne by Buyer, and not Seller. Seller, therefore, agrees to assign to Buyer any and all claims which it may have for overcharges as to goods and materials purchased in connection with any contract between Buyer and Seller arising out of antitrust or similar actions, except as to overcharges which commence after the price is established under any contract between Buyer and Seller, and which are not passed on to the Buyer under an escalation clause.

(**30) PROPRIETARY INFORMATION.**
Seller shall consider all information furnished by Buyer to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than performing this Contract, unless Seller obtains prior written permission from Buyer to do so. This paragraph shall apply to drawings, specifications, or other documents prepared by Seller for Buyer in connection with this order. Seller shall not advertise or publish the fact that Buyer has contracted to purchase goods from Seller, nor shall any information relating to the order be disclosed without Buyer's written permission. Unless otherwise agreed in writing, no commercial, financial, or technical information disclosed in any manner or at any time by Seller to Buyer shall be deemed secret or confidential and Seller shall have no rights against Buyer with respect thereto, except such rights as may exist under patent laws.

(**31) BUSINESS VALUES**
Seller shall conduct its business in compliance with all applicable statues and government rules related to anti-bribery and anti-corruption as well as laws governing the way Seller's or its subcontractor's employees are treated and paid. CII employees are prohibited from accepting gratuities or favors for the purpose of securing favorable treatment under contracts. Seller accepts responsibility to maintain a work environment that ensures the safety and health of its employee and prevents pollution of the environment. ensures that employees are aware of their contribution of product conformity, product safety, and the importance of ethical behavior. Seller is required to convey the requirements of this clause to its suppliers.

(32) LIMITATION ON BUYER'S LIABILITY AND STATUTE OF LIMITATIONS.
In no event shall Buyer be liable for anticipated profits or for incidental or consequential damages claimed by Seller or its agents. Buyer's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Contract or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unit thereof, which gives rise to the claim. Buyer shall not be liable for penalties of any description. Any action resulting from any breach on the part of Buyer as to the Goods or services delivered hereunder must be commenced within one year after the cause of action has accrued.

(33) GOVERNING LAW.
The laws of the State of Washington shall govern this order and the right and the obligations of the parties hereunder, and the venue of any action brought hereunder shall be exclusively in the Superior Court, County of Klickitat, State of Washington

(34) NON-WAIVER BY ACCEPTANCE OF VARIATION.
No provision of this Contract, or the right to receive reasonable performance of any act called for by the terms, shall be deemed waived by a previous waiver issued by Buyer regarding a prior breach thereof.

(35) ENTIRE AGREEMENT.
This Contract together with all purchase orders, change orders, attachments, exhibits and other terms referenced in this Contract, contains the entire agreement of the Parties and supersedes any and all prior agreements, understandings and communications between Buyer and Seller related to the subject matter of this Contract.

Custom Interface, Inc., is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.