

POINT BLANK ENTERPRISES, INC. (Buyer*) STANDARD PURCHASE ORDER TERMS AND CONDITIONS

1. OFFER TO BUY: This Purchase Order ("Order") constitutes an offer from Buyer to buy goods or services ("Purchased Goods and Services") according to the description and other terms set forth on its face and applicable Statement of Work ("SOW") attached to it. Terms on the face shall govern if inconsistent with those in the SOW. No additional or different terms offered by Seller shall be or become part of this Order nor shall this Order be modified without the express written approval of Buyer. Acceptance of, and payment for, the Purchased Goods and Services by Buyer shall not constitute acceptance of any additional or modified terms proposed by Seller or be considered or offered as evidence of such acceptance. Seller's acknowledgment, acceptance of payment, or commencement of performance shall constitute Seller's unqualified acceptance of this Order.

b Buyer may issue a blanket purchase order, ("BPO"), rather than an Order for Products to Seller. If a BPO is issued, the BPO shall not constitute an Order but rather a plan for Seller to have Product available at the agreed upon price(s) subject to the following: quantities of the Product; Product available pursuant to a delivery schedule for planning purposes only and shall not constitute a firm commitment to purchase by Buyer; and Product meeting defined specifications. The prices contained within the BPO shall present the agreed upon pricing between the Parties for the Product(s). The quantities and schedule of such BPO's are provided to ensure a minimum ordering window coverage of forecasted Products specified in the BPO, (the "Ordering Window"). If for administrative convenience Buyer issues a Release within less than the Ordering Window, Seller shall act, and Buyer shall have the same liabilities as if the minimum Ordering Window was covered by the Release in accordance with forecast (supply report). Seller shall supply Products pursuant to the quantities and due dates stated on the BPO subject to the Release, (Release), issued by Buyer. Releases shall have the same force and effect as an Order pursuant to these terms and conditions. Buyer may alter, modify and or cancel BPO's at any time, subject to the ordering window specified in the BPO.

c Buyer may transmit Orders, BPO's and Releases in writing, by facsimile or other means of electronic transfer agreed to by the Parties. The Parties agree that these terms and conditions take precedence over any other pre-printed terms on any purchase order, acknowledgement, notification, or any other document used in performance of this Agreement.

2. WARRANTY: Seller shall maintain an inspection and process-control system acceptable to Buyer. Seller warrants that all materials covered by this Order will be in strict accordance with the specifications, drawings, and other descriptions furnished by Buyer, and free from defects in material and workmanship. In the event of a recall by Buyer or Buyer's customer necessitated by a defect in material or in

workmanship in a part furnished by Seller, Seller will assume full responsibility for the cost of the recall, as well as replacement parts.

3. CONSIGNED GOODS: Any material furnished by Buyer on a "No Charge" basis shall remain property of Buyer and be fully accounted for, including scrap. Any such material scrapped because of defective workmanship of Seller shall, at Buyer's discretion, be replaced or paid for by Seller.

4. CHANGES:

a. Buyer may at any time by written notice make changes within the general scope of this Order, in any one or more of the following: 1) drawings, designs or specifications; 2) method of shipping or packing; 3) place of inspection, acceptance, or point of delivery; 4) amount of Buyer-furnished property and material; and (5) delivery schedule. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any work under this Order, whether changed or not changed, an equitable adjustment shall be made in the contract price or delivery schedule or both, and the Order shall be modified in writing accordingly. Seller shall proceed with the Order as changed unless such changes will result in an increase in the cost or extension of the time of performance. If such changes will so affect the cost or time of performance, Seller must notify Buyer in writing to that effect within five (5) working days after receipt of changes (such notification will include an estimate of the extent of the effect of the changes on the cost and time of performance so that Buyer can determine if it wishes to proceed with the changes in view of the impact on cost and time of performance). After such notification, the Buyer shall specifically instruct the Seller in writing to proceed or not proceed with the changes. Any claim by Seller for adjustment under this Section must be asserted within thirty (30) days from the date of receipt by Seller of notification from Buyer instructing Seller to proceed with the changes, *provided, however*, that Buyer, if it so chooses, may receive and act upon such claim asserted at any time prior to the final payment under this Order. Nothing in this Section shall excuse Seller from proceeding with the Order as changed. If any item in any of the Purchased Goods or Services has become obsolete or unnecessary as the result of a change, and the cost for such item is included in Seller's claim for adjustment, Buyer shall have the right to prescribe the manner of disposition of such item.

b. Buyer manufactures lifesaving personal protection products into which Seller's products may be incorporated. Any changes in Seller's product, including but not limited to, suppliers, raw materials, changes in location of manufacturing, manufacturing processes, quality system, quality certification, procedures, equipment and process control methodology need written approval by Buyer prior to any change or implementation of a change on products covered under

*** Buyer also includes: THE PROTECTIVE GROUP, PARACLETE, GOULD & GOULD, FIRST TACTICAL, UNITED SHIELD, POINT BLANK PROTECTIVE APPAREL & UNIFORMS, OR ADVANCED TECHNOLOGY GROUP, whether or not noted on a Purchase Order.**

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Buyer(s)'s purchase orders. Buyer requires a minimum of 30 days notification to evaluate and approve any contemplated change(s). Any changes made by Seller without Buyer's express written approval, may result in, without limiting any rights or remedies available to Buyer, cancellation of existing or future orders, rejection and return of existing receipts from Buyer, and any other actions necessary in order that Buyer and its customers are able to obtain assurance of conformance with specifications of Buyer of the changed product.

5. CANCELLATION: The Buyer, subject to the provisions of Section 29, without waiving any other legal rights, reserves the right to cancel without charge or to postpone deliveries of any of the materials covered by this Order which are not shipped in reasonable time to meet the required date,

6. STOP WORK AND TERMINATION: Seller shall stop Work, as described in the SOW, for up to ninety (90) days in accordance with any written notice received from Buyer, or for such longer period of time as the parties may agree, and shall take all reasonable steps to minimize the incurrence of costs allocable to the Work during the period of Work stoppage. Within such period, Buyer shall either terminate this Order in accordance with these provisions or by written notice to Seller instruct Seller to continue the Work. In the event of a continuation, an equitable adjustment in accordance with the principles of Section 4 above shall be made to the price, delivery schedule, or other provision(s) affected by the Work stoppage, if applicable, provided that the claim for equitable adjustment is made within thirty (30) days after date of such notice to continue. Buyer may terminate Work provided for in this Order, in whole or in part, at any time and for any reason, by providing written notice to Seller. In such event any claim arising out of such termination shall be settled by negotiation on the basis of Seller's costs and commitments properly incurred or made and supported with appropriate documentation, with due allowance for salvage data.

7. INDEMNIFICATION AND INSURANCE: Seller shall indemnify and hold harmless Buyer, its employees, agents and invitees from and against all liability, demands, claims, loss, cost, damage, and expense by reason or on account of property damage, death and personal injury of whatsoever nature or kind arising out of, as a result of or in connection with, the performance of this Order, to the extent that the same arises from the actions, errors or omissions of Seller or its suppliers. Seller shall maintain and carry such liability insurance with, at the election of the Buyer, a carrier approved by the Buyer, which coverage shall include but is not limited to employer's liability, workers' compensation, general liability, public liability, property damage liability, product liability, completed operations liability, errors and omissions liability and contractual liability, in the amounts set forth in this Order, provided that such amounts are at minimum equal to the minimum statutory requirements, if any. Seller will furnish certificates of insurance verifying the foregoing coverage for the benefit of Buyer and when so indicated in the

PO name Buyer as an insured. Seller agrees to perform the Work in accordance with Buyer's safety rules and all applicable laws and regulations.

8. QUANTITIES: It is Seller's responsibility to furnish the proper quantity called for on this Order. No variation in the quantities specified in this Order will be accepted, except by prior written agreement subject to the provisions of Section 1. Buyer may retain any over shipments and consider them as having been delivered within the total price set forth in this Order.

9. COMPLIANCE WITH TERMS: With respect to this Order, Seller shall (i) comply with all applicable federal, state, local or agency laws, regulations, orders, rules, ordinances and other directives, (ii) obtain all releases, licenses, permits or other authorizations, and pay all fees and other required charges, and shall comply with all applicable guidelines and directives of any local, state, and federal governmental authority, and (iii) perform all manufacturing, processing and other work related to the services to be rendered or the production of the goods to be delivered hereunder within the United States, unless otherwise agreed in writing by Buyer. Any waiver of strict compliance with the provisions of this Order shall not be deemed a waiver of Buyer's right to insist upon strict compliance with this Order thereafter, including with respect to any previously waived provision.

10. DELIVERY: Seller's timely performance is a critical element of this Order. Delivery must be made pursuant to the schedule specified in the Order or separately provided by Buyer in conjunction with the Order. Goods shipped to Buyer in advance of schedule not previously authorized by Buyer may be returned at Seller's expense. Alternatively, and at Buyer's sole discretion, payment may be withheld and the discount period will begin as of the scheduled date of receipt. Late deliveries caused by Seller's failure to perform must be expedited. Any additional charges for overtime, expedited freight, or other unusual cost shall be at Seller's expense. Delivery shall be effected at the point of receipt and acceptance at Buyer's facility.

11. PACKING SLIPS AND COC'S: Unless otherwise specified, to the extent applicable all goods included in this Order are to be packed in accordance with good commercial practice. All shipments must contain: 1) packing slips enumerating part number, description of material, quantity, and the purchase order number; 2) Certificates of Conformance – as stipulated in the Order; 3) Certificates of Compliance – as stipulated in the Order; 4) Test Reports as stipulated in the Order; and/or any other materials, reports and the like as further expressed in the Order. If a shipment is not made FCA Buyer's Destination, the original Bill of Lading must be furnished with invoices. Buyer's count shall be accepted as final on all shipments not accompanied by packing slips or with packing slips that fail to conform to the requirements of this paragraph.

12. PACKAGING AND LABELING: Buyer's purchase order number shall appear conspicuously on each package, box, keg, bale, bundle, or other type of container. When shipping by weight, the tare weight of the containers should be permanently marked on each container and easily identifiable. If this Order covers stationery or printing, a label must also be placed on the outside end of each package showing Buyer's purchase order number, date ordered, and quantity and form number. Seller shall comply with all packaging and labeling requirements set forth in this Order, including any bar coded label requirements.

13. EXPORT REQUIREMENTS:

a. Shipments – All export shipments must be adequately boxed or crated, with any special handling marked, and contents water-proofed, rust protected, and otherwise packaged to prevent damage in transit, and must meet all export shipping requirements. When applicable, Buyer must be supplied with a proper certificate of origin that complies with customs regulations in effect as of the time of shipment, and all proper export documents for customs clearance. Seller shall fax all necessary paperwork to Buyer's custom broker or custom agent at the port of entry. To the extent required by law, deliverables of Seller governed by the Export Administration Regulation, (EAR), Commerce Control List, (CCL), and or International Traffic in Arms Regulations, (ITAR), must be so labeled by Seller. Wood packaging material made of unprocessed raw wood is recognized as a pathway for the introduction and spread of pests. To limit the entry and spread of unwanted pests through international trade, the International Plant Protection Convention (IPPC) adopted the International Standards for Phytosanitary Measures (ISPM) Guidelines for Regulating Wood Packaging Material in International Trade ([ISPM 15](#)). Pallets, crates, as well as wood blocking and bracing which meets the heat-treatment standard must show a Heat Treatment (HT) certification stamp. The stamp can only be applied by contractors who meet the standards of an accredited agency of the American Lumber Standards Committee (ALSC).

b. Seller will comply with all applicable U.S. Government export control laws and regulations under the International Traffic in Arms Regulations (ITAR) and will not disclose or provide export controlled technical data or defense articles to any person who is not a U.S. Citizen or Permanent Resident, or does not fall under the ITAR definition of a U.S. Person (125.10).

c. Seller is responsible for ensuring that export control requirements cited herein are also conveyed to all sub-tier suppliers that may have access to export controlled technical data or defense articles.

d. Seller shall immediately notify Buyer if its company is acquired by a foreign entity, or if the Company is owned or controlled by a foreign entity.

e. Export Controlled Technical Data will be marked with an ITAR Statement. Disclosure to foreign persons without U.S. Government approval is prohibited. Violations of

these export laws and regulations are subject to severe civil and criminal fines and penalties.

14. ROUTING INSTRUCTIONS: Seller shall make deliveries as instructed. In the absence of specific routing instructions, shipments are to be routed "Best Way." Title and risk of loss pass to Buyer at the FCA (Incoterms 2010) point designated by Buyer.

15. DIRECT SHIPMENTS: When material is invoiced by Seller but shipped by another company, it is Seller's responsibility to ensure that the invoice bears the name of the shipper and the point from which shipment originated. Local and warehouse shipments should be marked or tagged in a suitable manner to permit prompt identification upon request.

16. TOOLING: All equipment, tools, gauges, dies, fixtures and patterns furnished by Buyer or which Buyer specifically authorized Seller to acquire in connection with the Purchased Goods or Services provided for in this Order shall be and remain the property of Buyer. They shall be listed and maintained in suitable condition, by and at the expense of Seller, and returned to Buyer at any time upon request, F.O.B. Seller's plant. All equipment tooling, dies, gauges, fixtures and patterns shall be maintained and as necessary replaced as required to produce dimensionally capable products, at Seller's expense. Seller shall not dispose of Buyer's equipment tooling, dies, gauges, fixtures and patterns without the express written approval of Buyer.

17. REJECTIONS: All materials received by Buyer may be subject to inspection. At Buyer's discretion any or all of the goods in a lot in which there are materials that do not conform to the terms and conditions of the Order may be returned at Seller's expense. In the case of non-conformance a debit memo will be issued with the dollar amount ascribed to the defective material. Because of schedule or other constraints, Buyer may elect to sort or repair the nonconforming materials at Buyer's facility, in which case all inspection, sorting and repair costs shall be at Seller's expense. Seller shall provide instructions for returning the nonconforming material within 15 calendar days upon notification from Buyer. Failure to provide a response in a timely manner may result in holding payments of invoices equivalent to the cost of the rejected items. Seller or any of its subcontractors shall not sell, distribute or use in any manner rejected materials bearing any of Buyer's trademarks, trade names, or Intellectual Property without the prior written consent of Buyer. When Seller receives consigned goods on Buyer's behalf, Seller is responsible for completing appropriate incoming inspection with respect to count, verification, and any quality inspection that may be required as negotiated with Buyer. If a count discrepancy occurs, Seller must notify Buyer in a writing detailing such discrepancy within two (2) working days of such occurrence. Failure to make such notification will result in Seller being responsible for the cost of any related material variances caused by such failure. Failure of Seller to provide adequate material certification when required shall deem the goods to be rejected

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and the receipt date delayed until adequate material certification is provided.

18. PAYMENT: Unless otherwise provided in the Order, terms of payment shall be net forty-five (45) days from the following: (i) Buyer's receipt of Seller's proper invoice, including any applicable backup documentation; (ii) scheduled delivery date of the Purchased Goods and Services; or (iii) actual delivery of the Purchased Goods and Services if earlier than scheduled. Each payment made shall be subject to reduction to the extent of amounts that are found by Buyer or Seller not to have been properly payable, and shall also be subject to reduction for overpayments. Seller shall promptly notify Buyer of any such overpayments identified by Seller. Unless otherwise specified, prices include all applicable federal, state and local taxes, duties, tariffs, and similar fees imposed by any government, all of which shall be listed separately on the invoice.

19. TAXES: Any taxes, including but not limited to sales, goods and services, value added or any other taxes shall be shown separately on the invoice.

20. ASSIGNMENT: This Order or monies due pursuant to it may not be assigned in whole or in part without written consent of Buyer.

21. SET-OFF: Buyer shall be entitled at all times to set off any amount owing at any time by Seller to Buyer or their respective affiliated companies against any amount payable at any time by Buyer in connection with this Order.

22. EXTRA CHARGES: No extra charges of any kind will be allowed unless specifically agreed to in writing by Buyer.

23. NON-DISCLOSURE AND NON-CIRCUMVENTION: a Seller shall maintain confidentiality and not disclose any information, whatsoever regarding the contents of the Order, including but not limited to specifications, requirements, properties, composition, test requirements, pressures, make-up, build sheet, quantities, sales prices, delivery destination except to those persons with a need to know within Seller's organization or its subcontractors. The requirements of confidentiality will transfer automatically to Seller's subcontractor(s). Seller shall protect Confidential Information by using the same degree of care as Buyer uses to protect its own information of a like nature, but no less than a reasonable degree of care, to prevent the unauthorized use, disclosure, dissemination, or publication of the Confidential Information. Seller agrees that it shall only use Buyer's Confidential Information in connection with the fulfillment of its obligations under this Agreement, and not to use the Buyer's Confidential Information for its own purpose or for the benefit of any third party without the prior written approval by a responsible person of Buyer. Seller shall promptly return or certify destruction of all copies of Confidential Information provided by Buyer to Seller.

b Seller will not use any information obtained from Buyer in the performance of this Purchase Order or otherwise, for any purpose other than in the performance of its obligations under

this Purchase Order. Seller understands that the Purchased Goods and Services under this Purchase Order will become part of a product sold by Buyer to an end user ("the End User"). Seller is strictly prohibited from directly or indirectly dealing with the End User in an effort to sell any goods and services that will be sold by Buyer to the End User, without the express written consent of Buyer.

c Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has contracted to furnish Buyer the Purchased Goods and Services, or use any trademarks or trade name of Buyer in Seller's advertising or promotional materials. In the event of Seller's breach of this provision, Buyer shall have the right to cancel the undelivered portion of any goods or services covered by this Order and shall not be required to make further payments except for conforming goods delivered or services rendered prior to cancellation.

d Seller further agrees, for a period of one (1) year after the delivery and satisfaction of this purchase order for the goods or services to the Buyer, regardless of the reason, that Seller will not directly or indirectly or in concert with others, hire, solicit or attempt to hire or solicit any employee of, or contractor or consultant of the Buyer, which employee, contractor or consultant had been rendering services to the Buyer at any time within the twenty-four (24) month period immediately preceding the termination of Buyer's employee's employment.

24. INTELLECTUAL PROPERTY:

a. **Background Intellectual Property** shall mean all Intellectual Property other than Foreground Intellectual Property.

b. **Foreground Intellectual Property** shall mean all Intellectual Property and tangible work product conceived, created, acquired, or first reduced to practice in connection with the Order, UNLESS OTHERWISE AGREED IN WRITING.

c. Each Party retains its existing rights in Background Intellectual Property. Unless explicitly stated, no licenses to any Background Intellectual Property are granted under this Agreement.

d. Buyer shall own all Foreground Intellectual Property. Seller shall disclose to Buyer all Foreground Intellectual Property. If not expressly required to be delivered in the Order, Seller shall deliver to Buyer all Foreground Intellectual Property upon written request from Buyer. Seller hereby irrevocably assigns and promises to assign to Buyer all right, title and interest to all Foreground Intellectual Property. Seller agrees to do all things reasonably necessary to enable Buyer to secure and perfect Buyer's Foreground Intellectual Property rights, including, without limitation, executing specific assignments of title in Foreground Intellectual Property by Seller to Buyer and cooperating with Buyer at Buyer's expense to defend and enforce Buyer's rights in any such Foreground Intellectual Property. All Foreground Intellectual Property

assigned to Buyer pursuant to the Order shall be considered Buyer's Proprietary Information (defined hereinafter).

e. Seller represents and warrants that Seller has sufficient rights in all Goods, Services, and Intellectual Property and other items that Seller uses or transfers to Buyer in connection with the Order to allow Seller to lawfully comply with the Order.

f. Seller hereby grants and promises to grant to Buyer and Buyer's Affiliates a worldwide, non-exclusive, perpetual, fully-paid, irrevocable, transferable license to Background Intellectual Property (i) to use, sell, offer for sale, import, export, copy, adapt, embed, modify, make derivative works, make and have made Goods and Services, and (ii) to enable Buyer to practice the Foreground Intellectual Property.

g. Seller hereby irrevocably waives and promises to waive all moral rights to the extent permissible by law, all rights of privacy and publicity, and the like, in all Goods provided to Buyer and in all activities in connection with the Order.

h. Except as expressly authorized herein, nothing in the Order shall be construed as Buyer granting Seller a license in or any right to use any of Buyer's Intellectual Property other than in the performance of work under the Order.

i. Seller shall pay all costs including attorney's fees and any damages finally awarded in any suit for which Buyer is found legally responsible with respect to an allegation that the design or construction of the goods as furnished, pursuant to this Order, infringe an American or Canadian patent (with the exception of infringement occurring as a result of incorporating a design or modification at the request of Buyer, provided that Buyer promptly notifies Seller of any charge of infringement and Seller is given the right to settle such charge and to defend or control the defense of any suit based upon such charge at its expense). This paragraph sets forth Seller's exclusive liability with respect to patents. If any Subcontractor as defined in Section 27 becomes aware of any such possible infringement in the course of performing Work under the related subcontract, the subcontractor shall immediately notify Buyer in writing.

25. GOVERNING LAW; DISPUTES: Unless otherwise noted in the Order, this Order shall be governed by the laws of the State of Florida, United States of America, without regard to principles of conflicts of laws except that any provision in this Order that is: (i) incorporated in full text or by reference from the Federal Acquisition Regulation (FAR); or (ii) incorporated in full text or by reference from any agency regulation that implements or supplements the FAR or; (iii) substantially based on any such agency regulation or FAR provision, shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, boards or contracts appeals, and quasi-judicial agencies of the federal Government. The Parties agree that the U.N. Convention of Contracts for the International Sale of Goods shall not apply

to this Order. Any controversy or claim arising out of or relating to the Order, or a breach thereof, shall be determined by arbitration administered by the American Arbitration Association in Ft. Lauderdale, Florida, United States of America, and judgment on the arbitration award may be entered in any court having jurisdiction thereof; provided, however, that Buyer may seek equitable relief to enforce this Order. **Buyer and Seller each waive trial by jury.**

26. INDEPENDENT CONTRACTOR RELATIONSHIP: Seller is an independent contractor in all its operations and activities provided for in this Order. The employees used by Seller to perform Work under the Order shall be Seller's employees exclusively without any relation whatsoever to Buyer. Seller shall be responsible for and hold harmless Buyer and its customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorneys' fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of Seller, its officers, employees, agents, suppliers, or subcontractors at any tier in the performance of any of its obligations under the this Order.

27. INSURANCE ON BUYER'S PROPERTY: (a) In the event that Seller, its employees, agents, or Subcontractors enter the site(s) of Buyer or its customers for any reason in connection with this Order, then Seller and its subcontractors shall procure and maintain for the performance of this Order worker's compensation, comprehensive general liability, bodily injury and property damage insurance in reasonable amounts, and such other insurance as Buyer may require. In addition, Seller and its subcontractors shall comply with all site requirements. Seller shall provide Buyer thirty (30) days advance written notice prior to the effective date of any cancellation or change in the term or coverage of any of Seller's required insurance, provided however such notice shall not relieve Seller of its obligations to procure and maintain the required insurance. If requested, Seller shall send a "Certificate of Insurance" showing Seller's compliance with these requirements. Seller shall name Buyer as an additional insured for the duration of this Order. Insurance maintained pursuant to this Section shall be considered primary as respects the interest of Buyer and is not contributory with any insurance, which Buyer may carry. "Subcontractor" as used in this Section shall include Seller's subcontractors at any tier. Seller's obligations for procuring and maintaining insurance coverages are freestanding and are not affected by any other language in this Order. (b) Seller shall indemnify and hold harmless Buyer, its officers, employees, and agents from any losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorneys' fees, all expenses of any litigation and any settlement, and court costs, by reason of property damage or loss or personal injury to any person caused in whole or in part by the actions or omissions of Seller, its officers, employees, agents, suppliers, or subcontractors.

28. PRIORITY RATING: If so identified on the face of the Order, this Order is a "rated order" certified for national

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defense use, and Seller shall follow all the requirements of the Defense Priorities and Allocation System Regulation (15 C.F.R. Part 700).

29. FORCE MAJEURE: Each of Buyer and Seller shall be excused from performance under this Order while and to the extent that it is unable to perform due to a cause beyond its reasonable control. Force majeure shall not include Seller or Subcontractor's mechanical failure or failures. In the event either Buyer or Seller is rendered unable wholly or in part by force majeure to carry out its obligations under this Order, then the party affected by force majeure shall give written notice with explanation to the other immediately including an estimate of any delay occasioned by the force majeure. Following such notice, the affected obligations of the party giving notice shall be suspended only during the continuance of the events giving rise to the force majeure provided that the affected party is acting with due diligence to remedy the such events. Notwithstanding the foregoing, however, if Seller is unable to perform for a period of more than 15 days due to any delay, Buyer may terminate this Agreement.

30. COMPLIANCE WITH LAWS

a. **GENERAL:** Seller shall comply with all applicable national, state, provincial, and local laws, ordinances, rules, and regulations applicable to the performance of the Order, except to the extent inconsistent with US anti-boycott laws, including (i) the manufacture or provisioning of Goods, (ii) the shipping of Goods and (iii) the configuration or content of Goods for the use intended by Buyer.

b. **CONTROLLED UNCLASSIFIED INFORMATION ("CUI"):** Seller shall comply with U.S. Government requirements for the safeguarding of Controlled Unclassified Information. CUI is unclassified information that requires safeguarding and dissemination controls in accordance with U.S. laws, regulations, or Government-Wide Policies. 32 CFR Part 2002 "Controlled Unclassified Information" establishes policy on safeguarding, disseminating, marking, decontrolling, and disposing of CUI. Seller shall comply with supplemental CUI flow downs. CUI does not include information that is lawfully publicly available without restrictions.

c. **DEBARMENT AND SUSPENSION:** Seller shall, at the earliest practicable time, notify Buyer in writing if Seller is (i) suspended, debarred, or proposed for suspension or debarment from doing business with the U.S. Government, or (ii) listed or is proposed to be listed by the U.S. Government in any "denial orders," as a "blocked person," as a "specially designated national," or as a "specially designated terrorist" for U.S. export administration purposes (collectively, "Debarment"). Any such suspension or debarment shall constitute for the Buyer to terminate the Order under the Section entitled Stop Work and Termination.

d. **INITIATION OF CRIMINAL PROCEEDINGS:** Seller shall, at the earliest practicable time, notify Buyer in writing if Seller is subject to any federal, state, or foreign government criminal proceeding alleging fraud or corrupt

practices, once initiated by the filing of a formal charging document in a court of law; and further notify Buyer of any subsequent felony convictions or deferred prosecution agreement(s) related to the foregoing.

e. **CONFLICT MINERALS:** Seller recognizes, consistent with the public policy underlying enactment of the Conflict Minerals provision (Section 1502) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"), the significant legal and non-legal risks associated with sourcing tin, tantalum, tungsten and gold (the "Conflict Minerals") from the Democratic Republic of the Congo and adjoining countries ("DRC countries"). Accordingly, Seller shall comply with Section 1502 of the Act and its implementing regulations to the extent Seller is not a "Registrant" as defined in the Act, Seller shall comply with Section 1502 of the Act and its implementing regulations except for the filing requirements. In particular, Seller has in place a supply chain policy and processes to undertake (1) a reasonable inquiry into the country of origin of Conflict Minerals incorporated into Goods it provides BUYER; (2) due diligence of its supply chain following a nationally or internally recognized due diligence framework, as necessary, to determine if Conflict Minerals sourced from the DRC countries directly or indirectly support unlawful conflict there, and (3) risk assessment and mitigation actions necessary to implement the country of origin inquiry and due diligence procedures. Seller shall take all other measures as are necessary to comply Section 1502 of the Act and its implementing regulations including any amendments thereto.

f. **FOREIGN CORRUPT PRACTICES ACT:** Buyer maintains a policy of adhering to the Foreign Corrupt Practices Act, (FCPA). The law makes specific references to corrupt practices, first in foreign bribery, and second in the broad standards of business conduct and accounting disclosure. In addition to the FCPA, the United Kingdom Anti-Bribery Act and OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions, (CBFO Law) are similar to the FCPA and their implementation in the signatory countries is ongoing, with restrictions similar to those of the FCPA. These laws, rules and regulations may restrict a person from offering, and government employees from accepting, certain gifts, entertainment and other things of value from private parties. Persons who deal with any foreign government agency are responsible for complying with all such local laws, rules and regulations that apply to such agency. Seller represents by accepting an Order that it is in compliance with the FCPA, the CBFO Law and the UK Anti-Bribery Act.

g. **EQUAL OPPORTUNITY CLAUSE:** Seller shall comply with Equal Opportunity (EO) clauses required by 41 CFR § 60-300.5(a), 41 CFR § 60-741.5(a), and 41 CFR § 60-1.4(a) as incorporated 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

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based on their race, color, creed, religion, national origin, gender, sexual orientation, age, gender identity, genetic information, disability, or protected veteran status. Moreover, these regulations require that covered prime contractors and subcontractors, (including Seller), 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, disability, compensation inquiries, discussions or disclosures.

31. Changes or alterations to the language or terms hereof are expressly rejected if not expressly accepted in writing by Buyer’s authorized representative.

US Government Commercial and Military Purchase Order Flow Downs:

To the extent that a purchase order is denoted as related to the supply of a service or product from Buyer to a US Government customer, the following are automatically incorporated by reference into these terms and conditions:

Subcontracts for Commercial Products and Commercial Services (Mar 2023)

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

Commercial product, commercial service and commercially available off-the-shelf item have the meanings contained in Federal Acquisition Regulation (FAR) 2.101.

Subcontract includes a transfer of commercial products or commercial services between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial products, commercial services, or non-developmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial products or commercial services:

52.203-13	Contractor Code of Business Ethics and Conduct	(Nov 2021)
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	(Jun 2010)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	(Jan 2017).
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	(Nov 2021)
52.204-23	Prohibition on Contracting for Hardware Software and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	(Nov 2021)
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	(Nov 2021)
52.219-8	Utilization of Small Business Concerns	(Oct 2022)
52.222-21	Prohibition of Segregated Facilities	(Apr 2015)
52.222-26	Equal Opportunity	(Sep 2016)
52.222-35	Equal Opportunity for Veterans	(Jun 2020)
52.222-36	Equal Opportunity for Workers with Disabilities	(Jun 2020)
52.222-37	Employment Reports on Veterans	(Jun 2020)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	(Dec 2010)
52.222-50	Combating Trafficking in Persons	(Nov 2021)
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	(Nov 2021)

BALLISTIC SUPPLIERS

1. Ballistics must be packaged in a fiberboard box or a black plastic container. Either option must be securely sealed and the packaging must protect the goods during transport to Buyer, must not be compromised upon receipt and must continue to protect the goods through normal handling with handling equipment. Goods arriving with packaging that does not meet this requirement (including but not limited to incorrect packaging, incorrect sealing, damaged packaging) may be returned to Seller.

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2. The ballistic performance for this material must meet a minimum V50 test value. Please refer to your respective Vendor Material Specification Form that has been issued by Point Blank Engineering, Design or R and D.
3. If Seller is a ballistic producer, it will provide a Certificate of Compliance for each lot of material provided. These documents must contain the required date, sections, information and signatures.
4. If Seller is a ballistic producer, it will provide a ballistic test report for each lot of material that contains the required test values and the actual test results along with dates and signatures. The reports will also contain the results of any mechanical or chemistry requirements.
5. If Seller is a ballistic producer, it will comply with all paperwork and labeling and identification defined in the Buyer's packaging and shipment procedure.
6. For ballistics delivered pursuant to a designated US Military Contracts, there must be a Berry Compliance Statement received for this material included with the shipment paperwork.
7. Applicable FAR Flow Downs, to subcontractors and suppliers may be found in the respective SOW, Purchase Order, or applicable USG solicitation or award to Buyer.

ALL OTHER SUPPLIERS

1. Seller will comply with all paperwork, labeling and identification identified in the Buyers packaging and shipment procedure. The packaging used must ensure the protection of the goods during transit to Buyer, must not be compromised upon receipt and must continue to protect the goods through normal handling with handling equipment. Goods arriving in which the packaging does not meet this requirement (including but not limited to incorrect packaging, incorrect sealing, damaged packaging) may be returned to Seller.
2. Seller will provide a Certificate of Compliance for each lot of goods provided. These documents must contain the required date, sections, information and signatures.
3. Sellers of military goods will provide a test report for each lot of material that contains the required test values and the actual test results along with dates and signatures. The reports will also contain the results of any mechanical or chemistry requirements required by Buyer, and such request will become part of the Order.
4. If a Berry Statement is requested by Buyer, such request will become part of the Order.
5. Applicable FAR Flow Downs, to subcontractors and suppliers may be found in the respective SOW, Purchase Order, or applicable USG solicitation or award to Buyer.

Other Matters

1. TPG has Quality Notes for Defense Items, TPG-QN-01 a current version of which is posted on at: <http://www.pointblankenterprises.com/the-protective-group/vendors.html>. These notes are incorporated into and are a part of this Purchase Order.
2. TPG has Quality Notes for Commercial Items, TPG-QN-02 a current version of which is posted on at: <http://www.pointblankenterprises.com/the-protective-group/vendors.html>. These notes are incorporated into and are a part of this Purchase Order.