

General Provisions

1. ACCEPTANCE: The terms and conditions herein are the exclusive agreement between MELD Manufacturing Corporation and Seller for the purchase of articles or services ordered herein, unless superseded by a letter or subcontract signed by MELD Manufacturing Corporation's Contracts Manager. Any of the following shall constitute Seller's acceptance of this purchase order: (a) acknowledgment of this order; (b) furnishing of any part of the supplies/services under this order; (c) acceptance of any payment for the supplies/services or (d) commencement of performance under this order. Additional or different terms proposed by Seller shall not be applicable unless accepted in writing by an authorized representative of MELD Manufacturing Corporation.

2. PRICE, SPECIFICATIONS AND INVOICING: The prices quoted are for completed work. No extras or changes from MELD Manufacturing Corporation's specifications will be allowed except as they may be specifically referred to in this order or as they may be covered by subsequent agreements in writing. All invoices are to be exactly in accordance with this order as to discounts, quantity, price, etc. MELD Manufacturing Corporation shall not be liable for any packing, crating, or shipping charges unless this order specifically so provides. Seller agrees and represents that prices charged for articles or services provided hereunder are not in excess of those charged other customers of Seller for orders of similar quantities of substantially similar goods or services on comparable terms.

3. INDENTIFICATION, RISK OF LOSS, & DESTRUCTION OF GOODS: Seller assumes all risk of loss until receipt by MELD Manufacturing Corporation. Title to Goods shall pass to MELD Manufacturing Corporation upon receipt by it of the Goods at the designated destination. If the Goods ordered are destroyed prior to title passing to MELD Manufacturing Corporation, MELD Manufacturing Corporation may at its option cancel the Agreement or require delivery of substitute Goods of equal quantity and quality. Such delivery will be made as soon as commercially practicable. If loss of Goods is partial, MELD Manufacturing Corporation shall have the right to require delivery of the Goods not destroyed.

4. DELIVERY: Time is of the essence. Delivery of Goods and Services shall be made pursuant to the schedule, via the carrier, and to the place specified on the face of the applicable purchase order. MELD Manufacturing Corporation reserves the right to return, shipping charges collect, all Goods received in advance of the delivery schedule. If no delivery schedule is specified, the order shall be filled promptly, and delivery will be made by the most expeditious form of land transportation. If no method of shipment is specified in the purchase order, Seller shall use the least expensive carrier. In the event Seller fails to deliver the Goods or Services within the time specified, MELD Manufacturing Corporation may, at its option, decline to accept performance and terminate the Agreement or may demand its allocable fair share of Seller's available Goods and terminate the balance of the Agreement. Seller shall package all items in suitable containers to permit safe transportation and handling. Each delivered container must be labeled and marked to identify contents without opening, and all boxes and packages must contain packing sheets listing contents. MELD Manufacturing Corporation's purchase order number must appear on all shipping containers, packing sheets, delivery tickets, and bills of lading.

5. WARRANTY: (a) Seller warrants that all supplies and services delivered hereunder shall be free from defects in materials and workmanship and shall be in conformance with the quantity and description set forth herein. Seller further warrants all supplies and services delivered hereunder shall be of merchantable quality and shall be fit and suitable for the purposes expressed herein. Such warranty shall survive delivery, inspection, acceptance or payment by MELD Manufacturing Corporation. (b) If any supplies or services delivered hereunder do not meet the warranties specified herein, MELD Manufacturing Corporation may, at its option, (i) require Seller to correct at no cost to MELD Manufacturing Corporation any defective or nonconforming supplies or services by repair or replacement; or (ii) return such defective or nonconforming supplies or services to Seller at Seller's expense and recover from Seller the order price; or (iii) correct the defective or nonconforming supplies or services itself and charge Seller with the cost of such correction. The foregoing remedies are in addition to all other remedies at law or in equity. All warranties shall run to MELD Manufacturing Corporation and its customers.

6. INSPECTION: MELD Manufacturing Corporation shall have a reasonable time after receipt of Goods or Service deliverables and before payment to inspect them for conformity hereto, and performance hereunder shall not be deemed accepted until MELD Manufacturing Corporation has run an adequate test to determine whether the Goods and Services conform to the specifications hereof. Use of a portion of the Goods for the purpose of testing shall not constitute an acceptance of the Goods. If performance tendered does not wholly conform with the provisions hereof, MELD Manufacturing Corporation shall have the right to reject such performance. Nonconforming Goods will be returned to Seller freight collect and risk of loss will pass to Seller upon MELD Manufacturing Corporation's delivery to the common carrier.

7. CHANGES: MELD Manufacturing Corporation may at any time, by a written change order, make changes in any one or more of the following: drawings, designs, specifications, or quantity. If any such change causes an increase or decrease in the cost of or time required for performance of this order, whether or not changed by the order, an equitable adjustment shall be made in the price or delivery schedule, or both, and this order shall be modified accordingly. No claim by Seller for adjustment hereunder shall be allowed unless received by MELD Manufacturing Corporation within thirty (30) days from the date of Seller's receipt of notice of any such change.

8. TERMINATION: (a) MELD Manufacturing Corporation may terminate this order for convenience or default in whole or in part at any time by written notice to Seller. (b) MELD Manufacturing Corporation may terminate this order for default if Seller: (i) fails to make delivery of the supplies or services within the time specified hereunder; or (ii) fails to replace or correct nonconforming supplies or services in accordance with the Warranty and Inspection clauses hereunder, or (iii) becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any state or federal law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors. MELD Manufacturing Corporation shall also have such other rights and remedies available at law or in equity upon Seller's default. (c) Seller agrees that upon notice of termination it shall stop all work on the balance of this order; place no further orders hereunder; terminate work under orders outstanding; assign to MELD Manufacturing Corporation all of Seller's interests under terminated subcontracts and orders; upon MELD Manufacturing Corporation's approval, settle all claims; transfer title and make delivery to MELD Manufacturing Corporation all articles, materials, work in process, tools, dies, jigs, fixtures or other things held or acquired by Seller under the terminated portion of this order.

9. ASSIGNMENT AND SUBCONTRACTING: Seller shall not subcontract any work hereunder or assign this order or any moneys due or to become due hereunder without the prior written consent of MELD Manufacturing Corporation. Any assignment or attempted assignment contrary to this provision shall be void as to MELD Manufacturing Corporation. In any event, assigned accounts shall be subject to setoff or recoupment of claims of MELD Manufacturing Corporation against Seller.

10. CONFIDENTIALITY: Seller acknowledges that it may acquire knowledge of MELD Manufacturing Corporation Confidential Information (as defined below) in connection with its performance hereunder and agrees to keep such MELD Manufacturing Corporation Confidential Information in confidence during and following termination or expiration of this Agreement. "MELD Manufacturing Corporation Confidential Information" includes but is not limited to all information, whether written or oral, in any form, including without limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product (as defined herein), and other material or information considered proprietary by MELD Manufacturing Corporation relating to the current or anticipated business or affairs of MELD Manufacturing Corporation which is disclosed directly or indirectly to Seller. In addition, MELD Manufacturing Corporation Confidential Information means any third party's proprietary or confidential information disclosed to Seller in the course of providing Services or Goods to MELD Manufacturing Corporation. MELD Manufacturing Corporation Confidential Information does not include any information (i) which Seller lawfully knew without restriction on disclosure before MELD Manufacturing Corporation disclosed it to Seller, (ii) which is now or becomes publicly known through no wrongful act or failure to act of Seller, (iii) which Seller developed independently without use of the MELD Manufacturing Corporation Confidential Information, as evidenced by appropriate documentation, or (iv) which is hereafter lawfully furnished to Seller by a third party as a matter of right and without restriction on disclosure. In addition, Seller may disclose Confidential Information which is required to be disclosed pursuant to a requirement of a government agency or law so long as Seller provides prompt notice to MELD Manufacturing Corporation of such requirement prior to disclosure. Seller agrees not to copy, alter, or directly or indirectly disclose any MELD Manufacturing Corporation Confidential Information. Additionally, Seller agrees to limit its internal distribution of MELD Manufacturing Corporation Confidential Information to Seller's Agents who have a need to know, and to take steps to ensure that the dissemination is so limited, including the execution by Seller's Agents of nondisclosure agreements with provisions substantially similar to those set forth herein. In no event will Seller use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of MELD Manufacturing Corporation Confidential Information. Seller further agrees not to use the MELD Manufacturing Corporation Confidential Information except in the course of performing hereunder and will not use such MELD Manufacturing Corporation Confidential Information for its own benefit or for the benefit of any third party. The mingling of the MELD Manufacturing Corporation Confidential Information with information of Seller shall not affect the confidential nature or ownership of the same as stated hereunder. Seller agrees not to design or manufacture any products which incorporate MELD Manufacturing Corporation Confidential Information. All MELD Manufacturing Corporation Confidential Information is and shall remain the property of MELD Manufacturing Corporation. Upon MELD Manufacturing Corporation's written request or the

termination of this Agreement, Seller shall return, transfer, or assign to MELD Manufacturing Corporation all MELD Manufacturing Corporation Confidential Information, including all Work Product, as defined herein, and all copies thereof.

11. OWNERSHIP OF WORK PRODUCT: For purposes of this Agreement, "Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, Service deliverables, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, documents, information and materials made, conceived, or developed by Seller, alone or with others, which result from or relate to the Services performed hereunder. Standard Goods manufactured by Seller and sold to MELD Manufacturing Corporation without having been designed, customized, or modified for MELD Manufacturing Corporation do not constitute Work Product. All Work Product shall at all times be and remain the sole and exclusive property of MELD Manufacturing Corporation. Seller hereby agrees to irrevocably assign and transfer to MELD Manufacturing Corporation and does hereby assign and transfer to MELD Manufacturing Corporation all of its worldwide right, title, and interest in and to the Work Product including all associated intellectual property rights. MELD Manufacturing Corporation will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name, or to follow any other procedure that MELD Manufacturing Corporation deems appropriate. Seller agrees: (a) to disclose promptly in writing to MELD Manufacturing Corporation all Work Product in its possession; (b) to assist MELD Manufacturing Corporation in every reasonable way, at MELD Manufacturing Corporation's expense, to secure, perfect, register, apply for, maintain, and defend for MELD Manufacturing Corporation's benefit all copyrights, patent rights, mask work rights, trade secret rights, and all other proprietary rights or statutory protections in and to the Work Product in MELD Manufacturing Corporation's name as it deems appropriate; and (c) to otherwise treat all Work Product as MELD Manufacturing Corporation Confidential Information as described above. These obligations to disclose, assist, execute, and keep confidential survive the expiration or termination of this Agreement. All tools and equipment supplied by MELD Manufacturing Corporation to Seller shall remain the sole property of MELD Manufacturing Corporation. Seller will ensure that Seller's Agents appropriately waive any and all claims and assign to MELD Manufacturing Corporation any and all rights or any interests in any Work Product or original works created in connection with this Agreement. Seller irrevocably agrees not to assert against MELD Manufacturing Corporation or its direct or indirect customers, assignees, or licensees any claim of any intellectual property rights of Seller affecting the Work Product. MELD Manufacturing Corporation will not have rights to any works conceived or reduced to practice by Seller which were developed entirely on Seller's own time without using equipment, supplies, facilities, or trade secret or MELD Manufacturing Corporation Confidential Information, unless (i) such works relate to MELD Manufacturing Corporation's business, or MELD Manufacturing Corporation's actual or demonstrably anticipated research or development, or (ii) such works result from any Services performed by Seller for MELD Manufacturing Corporation.

12. INDEMNIFICATION: Seller shall indemnify, hold harmless, and defend MELD Manufacturing Corporation, its affiliates, and their respective officers, directors, customers, agents and employees (collectively, "Indemnitees"), against all claims, liabilities, damages, losses, and expenses, including attorneys' fees and cost of suit arising out of or in any way connected with the Goods or Services provided under this Agreement, including, without limitation, (i) any claim based on the death or bodily injury to any person, destruction or damage to property, or contamination of the environment and any associated cleanup costs, (ii) Seller failing to satisfy the Internal Revenue Service's guidelines for an independent contractor, (iii) any claim based on the acts or omissions of Seller or any Seller's Agents, and (iv) any claim by a third party against an Indemnitee alleging that the Goods or Services, the results of such Services, or any other products or processes provided under this Agreement, infringe a patent, copyright, trademark, trade secret, or other proprietary right of a third party, whether such are provided alone or in combination with other products, software, or processes. Seller shall not settle any such suit or claim without MELD Manufacturing Corporation's prior written approval. Seller agrees to pay or reimburse all costs that may be incurred by MELD Manufacturing Corporation or the Indemnitees in enforcing this indemnity, including attorneys' fees. Should MELD Manufacturing Corporation's use, or use by its distributors, subcontractors, or customers, of any Goods or Services purchased from Seller be enjoined, be threatened by injunction, or be the subject of any legal proceeding, Seller shall, at its sole cost and expense, either (a) substitute fully equivalent non-infringing Goods or Services; (b) modify the Goods or Services so that they no longer infringe but remain fully equivalent in functionality; (c) obtain for MELD Manufacturing Corporation, its distributors, subcontractors, or customers the right to continue using the Goods or Services; or (d) if none of the foregoing is possible, refund all amounts paid for the infringing Goods or Services.

13. INSURANCE: Seller will maintain and carry liability insurance which includes but is not limited to employer's liability, workmen's compensation, general liability, public liability, and property damage liability. product liability completed operations liability and contractual liability. Seller will, if requested by MELD Manufacturing Corporation, furnish certificates of insurance from its carrier on the foregoing coverages.

14. NONINTERFERENCE WITH BUSINESS: During and for a period of two (2) years immediately after the termination or expiration of this Agreement, Seller agrees not to unlawfully interfere with the business of MELD Manufacturing Corporation in any manner, and further agrees not to solicit or induce any employee or independent contractor to terminate or breach an employment, contractual, or other relationship with MELD Manufacturing Corporation.

15. WAIVER: The failure of MELD Manufacturing Corporation to enforce at any time any provision of this order or the failure of MELD Manufacturing Corporation to require performance by Seller under the provisions hereof shall in no way be construed to be a waiver of such provisions or any other provision hereunder.

16. COMPLIANCE WITH LAWS: Seller shall comply fully with all applicable federal, state, and local laws in the performance of this Agreement including, but not limited to, all applicable employment (including affirmative action, nondiscrimination and equal opportunity), tax, export control, and environmental laws. Without limiting the generality of the foregoing, if Seller is subject to DFARS clause 252.204-7012, then Seller represents and warrants that Seller is in compliance with all NIST SP 800-171 security requirements. If Goods include hazardous materials, Seller represents and warrants that Seller understands the nature of any hazards associated with the manufacture, handling, and transportation of such hazardous materials. Upon MELD Manufacturing Corporation's request, Seller will promptly provide MELD Manufacturing Corporation with a statement of origin for all Goods and United States Customs documentation for Goods wholly or partially manufactured outside of the United States. If MELD Manufacturing Corporation is subjected to any liability as the result of Seller's or its lower tier suppliers' failure to comply with any of the aforementioned laws, then Seller agrees to indemnify and hold MELD Manufacturing Corporation harmless to the full extent of any loss, damage or expense resulting from any such failure.

17. GOVERNING LAW: The validity, construction and interpretation of all documents relating to this sale, and the rights and duties of the parties thereto shall be governed by the laws of the State of Virginia, United States of America.