

## TERMS AND CONDITIONS OF SALE

### 1. DEFINITIONS

"Seller" means Teledyne Controls, a business unit of Teledyne Technologies Incorporated. "Buyer" means the legal entity purchasing Goods from Seller. "Goods" means the products (excluding Software) Offered by Seller and/or purchased by Buyer. "Offer" means any quote, proposal, or Offer to sell Goods provided by Seller to Buyer. "Order" means any purchase Order or similar instrument issued by Buyer to Seller to purchase Goods. "Software" has the meaning set forth in Article 13. Seller and Buyer are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

### 2. ACCEPTANCE OF ORDER; PARTIES TO AGREEMENT

(a) This Terms and Conditions of Sale document (hereinafter, this "Agreement") applies to all Offers made and Orders accepted by Seller, and any resulting agreement between Buyer and Seller for the supply of Goods, services and Software. Unless otherwise stated, Seller's Offer is valid for a period of sixty (60) days from the date of Offer and is strictly limited to Buyer's acceptance of these Terms and Conditions of Sale. All Orders are subject to written acceptance by Seller. Acceptance of Buyer's Order is expressly conditioned upon Buyer's assent to these Terms and Conditions of Sale to the exclusion of all other terms and conditions. Seller's failure to object to any provisions contained in any communication from Buyer does not waive the application of these Terms and Conditions of Sale. No other persons, parties, or entities have any rights under this Agreement. These Terms and Conditions of Sale shall be applicable whether or not they are attached to or enclosed with the Goods sold or the services rendered. Seller's acceptance of any resulting Order or Buyer's receipt of Goods, whichever occurs first, will conclusively evidence Buyer's unconditional acceptance of these terms and conditions. Delivery of all Goods in an Order must be taken within two (2) calendar years from the date of acceptance of Order by Seller, unless otherwise agreed to in writing by a duly authorized representative of Seller.

(b) Seller is an independently functioning operational business unit of Teledyne Technologies Incorporated. The other business units of Teledyne Technologies Incorporated and any and all affiliates of Teledyne Technologies Incorporated are not parties to this Agreement, have no obligations or duties arising from this Agreement, and are to be treated as unrelated third parties for all purposes.

### 3. PRICES; TAXES

Prices quoted are based on Seller's knowledge of Buyer's requirements at the time the Offer is made. Prices are firm for the lesser of sixty (60) days from the date of Offer, or through the end of the current calendar year. Seller may escalate or otherwise adjust prices for future year deliveries at its discretion. Escalation, or other price changes, are effective January 1st of a future calendar year unless otherwise stated in writing by Seller. Unless otherwise stated in the Offer, prices are exclusive of any applicable taxes. The amount of any present or future sales, use, excise, import duty, or other tax applicable to the manufacture, sale, licensing, or lease of the Goods, services, or Software to Buyer will be added to the invoice and must be paid by Buyer unless Buyer provides Seller with a tax exemption certificate acceptable to the applicable taxing authority.

### 4. PAYMENT TERMS; CREDIT

(a) Payment terms are net thirty (30) days after date of invoice. No prompt payment discounts apply. Unless otherwise agreed in a writing signed by Seller and Buyer, Seller will invoice Buyer for each shipment under this Agreement, including any installment or partial shipment, and Buyer must pay accordingly. Advance payment will be required until Buyer's credit is reviewed and approved by Seller. If shipments of Goods or Software are delayed by Buyer, payments will become due on the date when Seller is prepared to make shipment. If services are delayed by Buyer, Buyer will immediately make payment for work performed through the date the delay begins based on the purchase price and the percentage of completion. Goods held for Buyer are at the risk, expense, and in the title of Buyer. Wire transfer in United States Dollars (USD) may be used to make payment. Late payment charges of the lesser of one and one half percent (1.5%) per month or the maximum allowable by law will be charged on balances more than thirty (30) days past due. Buyer must notify Seller in its Order of any credits Buyer wishes to apply to that Order. Buyer's failure to so notify Seller precludes Buyer's exercise of credits for that Order. The total amount of credits that can be applied toward an Order cannot exceed twenty-five (25%) of the total Order price. Any credits applied to an Order will be evenly apportioned over all deliverables in the Order to which the credit applies.

(b) Credit terms, shipments, deliveries, and performance of work shall at all times be subject to the approval of Seller's credit department. Seller may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment or upon receipt of payment or satisfactory credit terms and security. In the event of Buyer's bankruptcy or insolvency, Seller may terminate any Order then outstanding and Buyer will pay Seller cancellation charges and other costs due in accordance with

Article 17.

### 5. SPECIAL OFFERS; INCENTIVES

All purchase credits, cash rebates and other special offers or incentives offered by Seller are strictly limited to the terms and conditions of Seller's Offer. Unless otherwise stated in Seller's Offer, purchase credits may not be converted to cash and must be used within two (2) years of award by Seller or be forfeited by Buyer without compensation. Purchase credits may only be applied toward the purchase of Seller Goods and may not be applied toward the purchase of Software or services. Unless otherwise stated in Seller's Offer, purchase credits and cash rebates will be awarded within ninety (90) days after payment in full has been made for the Goods upon which such purchase credits or cash rebates are based and all terms and conditions established in Seller's Offer for the award of the purchase credits or cash rebates have been met. If a package or quantity discount is applied to an Order, Buyer must take delivery, as applicable, of the full package or quantity of that Order. If the Order is partially cancelled or otherwise changed to reduce the quantity or remove Goods from a package, the discount no longer applies and Buyer will pay to Seller the difference between the base price and the discounted price for any units already delivered. This payment is to be made immediately upon receipt of Seller's invoice for that amount. This remedy is cumulative with all other remedies available to Seller, including Seller's right to cancellation fees under Article 17.

### 6. SHIPPING TERMS; RISK OF LOSS; PACKING, PACKAGING AND MARKING; TESTING; INSPECTION

(a) Shipping terms are Ex Works-Seller's location, as set forth in INCOTERMS 2000. Risk of loss for Goods will transfer to Buyer when the Goods are made available for Buyer's collection.

(b) Quoted price includes commercial packing, packaging, testing and inspection in accordance with Seller's standard practices. Any additional requirements, including without limitation Buyer's source inspection, will be mutually agreed, will be at Buyer's expense, and will not interfere with Seller's operations. If Seller agrees to source inspection by Buyer, Buyer must accept or reject the Goods before shipment.

(c) Buyer will promptly inspect all Goods, services, and Software delivered and will immediately notify Seller of any nonconformance discovered and give Seller a reasonable opportunity to inspect them.

### 7. DELIVERY SCHEDULES

Shipping dates are approximate and are based upon prompt receipt from Buyer of all necessary information and material, if applicable. If conditions arise which prevent compliance with delivery schedules, Seller will notify Buyer. Seller will not be liable for any damages (liquidated or otherwise), re-procurement costs, or lost profits for delays in delivery. Should Buyer's actions or omissions during Seller's performance of an Order cumulatively result in a delay exceeding ninety (90) days of the delivery of Goods, services, Software, or the performance of schedule milestones, then Buyer must pay to Seller all non-recurring effort, including associated burden, incurred by Seller which is directly or indirectly related to the delayed deliverable or performance, plus a reasonable profit for this effort. This payment is due within thirty (30) days of Buyer's receipt of Seller's invoice for this effort.

### 8. FORCE MAJEURE

Without limiting the generality of the limitation of Seller's liability for late delivery set forth in Articles 7 and 23, Seller is not liable for delays in the performance of any Order arising out of causes beyond the control and without the fault or negligence of Seller (a "force majeure event"). Such causes include, but are not restricted to, acts of God, acts of Buyer, acts of any government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, war, terrorism, unusually severe weather and any delays of vendors or suppliers. In the event of any such delay, Seller will defer delivery for a period equal to the time lost because of the delay. If Seller is unable to complete delivery of an Order due to a force majeure event, Seller has the right to cancel or suspend the Order in whole or in part by giving written notice to Buyer. In the event Seller's production is curtailed for any force majeure event so that Seller cannot satisfy the full Order, Seller may allocate production deliveries among its various customers then under contract for similar Goods. The allocation will be made in a commercially fair and reasonable manner. When allocation has been made, Buyer will be notified of the estimated allotment available.

### 9. ACCEPTANCE AND REJECTION OF GOODS, SERVICES AND SOFTWARE

Unless rejected by the tenth (10<sup>th</sup>) day following delivery, all Goods, services, and

Software are deemed accepted. Goods, services, and Software may only be rejected if not in conformance with the ordered part number or quantity or if out of specification.

#### **10. EXPORT DOCUMENTATION, DUTIES, TAXES AND FEES**

All export licenses, documentation, customs duties, taxes, and fees not expressly included in Seller's Offer are the responsibility of Buyer.

#### **11. TOOLING**

Unless otherwise provided by separate written agreement signed by Seller and Buyer, all tooling, fixtures, equipment, Software, and designs produced, acquired, or used by Seller for the purposes of filling Buyer's Order remain the property of the Seller.

#### **12. CHANGES**

Buyer may request changes to the Goods, services, Software, or delivery requirements of the Order at any time during the performance of such Order. For any such requested change to be considered by Seller, such request must be in writing. Seller, at its sole discretion, will decide whether such change is acceptable. If Seller decides such change is acceptable, Buyer and Seller shall agree on an equitable adjustment in price and schedule prior to implementing such change and the Order will be modified accordingly. Until such changes are mutually agreed and incorporated into the Order, Seller will not be obligated to continue performance or incur cost. Further, Seller may make changes to the design of its products without prior notice and substitute such changed products in performance of this Order provided the changed products meet the performance specifications of the original products.

#### **13. SOFTWARE**

All Software provided to Buyer under this Agreement and any related Order, including, but not limited to, catalog product or Software developed in performance of this Agreement or any related Order, and its associated documentation ("Software"), are provided under license only, and not as a sale or other transfer of ownership. All right, title, and interest in and to Software, including the media on which it is furnished to Buyer, remain with Seller. No right, title, or interest in the Software is granted under this Agreement. Further, prior to delivery, Buyer must execute Seller's standard license and maintenance agreements for the Software, and Buyer has no license of any kind to Software until Buyer executes those agreements. Software may not be used in any data acquisition units not purchased from Seller.

#### **14. FLIGHT OPERATIONS QUALITY ASSURANCE SERVICES**

In addition to the other requirements herein, Buyer shall execute Seller's standard agreements for any flight operation quality assurance (FOQA) services procured hereunder, including, without limitation, data acquisition, data transfer, data delivery, and data analysis services. Buyer understands and agrees that Seller's performance of such services is contingent upon Buyer's execution of Seller's standard agreements.

#### **15. WARRANTY AND DISCLAIMERS**

(a) **Standard Warranty.** Seller warrants that hardware Goods (including, but not limited to, line replaceable units, components, and kits) sold under this Agreement and any related Order which are designed and manufactured by Seller will be free from defects in material and workmanship, and conform to published specifications. From date of shipment, the duration of this warranty is: ninety (90) days for components, kits, and accessories; one (1) year for Runway Visual Range (RVR) products, Electronic Flight Bag (EFB) products, NSU, PDL-615/MSD Upgrade, PMAT 2000® Upgrade, Angle of Attack, transducers, panels, and test equipment; two (2) years for AMC, DTS, PDL-615/MSD, and PMAT 2000®; four (4) years for PMAT/NT, PMAT/LCD, PMAT/LD, and cable p/n 85003-001; and three (3) years for all other line replaceable units. All other parts, all Software, and all services are provided on an as is basis. This warranty does not extend to any Goods which are damaged from misuse; accident; neglect; fire; inundation; improper installation or maintenance; repair, application or alteration other than by Seller; or similar condition or circumstance not the fault of Seller. PRODUCTS SOLD BY SELLER WHICH ARE DESIGNED OR MANUFACTURED BY A THIRD PARTY, INCLUDING BUT NOT LIMITED TO MAGNASTAR® PRODUCTS, ARE SUBJECT TO SUCH THIRD PARTY VENDOR'S WARRANTY AND SELLER MAKES NO WARRANTY FOR ANY SUCH PRODUCT, EXPRESS, STATUTORY OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FREEDOM FROM PATENT INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

(b) **Disclaimer of All Other Warranties.** THE STANDARD WARRANTY SET FORTH IN ARTICLE 15(A), INCLUDING REMEDIES, IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, TITLE, FREEDOM FROM PATENT INFRINGEMENT, FITNESS FOR MILITARY OR OTHER GOVERNMENT PURPOSES, CONFORMANCE TO ANY MILITARY OR OTHER GOVERNMENT SPECIFICATIONS, FEDERAL ACQUISITION REGULATIONS, OR OTHER GOVERNMENT PROCUREMENT STANDARDS, AND ANY OTHER WARRANTY

IMPLIED BY USAGE IN TRADE OR IN COURSE OF PERFORMANCE OR DEALING.

(c) **Warranty Claims and Remedies.** If Buyer makes a claim under this warranty, Buyer must promptly notify Seller in writing of the specific defective product and the nature of the defect, and return the defective products, suitably packed and fully insured, transportation and insurance prepaid, in accordance with instructions issued by Seller. Seller, at its sole discretion, will repair or replace any product authorized for return to Seller which is confirmed to be defective after testing and/or inspection by Seller and return such repaired or replaced product to Buyer. If the defect claimed by Buyer cannot be reproduced or otherwise verified by Seller, the product will be returned to Buyer unmodified at Buyer's expense. If the defect can be reproduced or otherwise verified by Seller, Seller will reimburse Buyer for necessary warranty actions taken by Buyer at a rate of USD \$40.00 per hour. The necessary warranty actions and time to perform these actions are subject to Seller's approval in its sole discretion. No other costs associated with warranty actions taken by Buyer will be reimbursed. The remedies set forth in this Article 15(c) are the sole and exclusive remedies available to Buyer for any warranty claim.

(d) **Software Support.** Buyer must execute and maintain current Seller's standard Software Maintenance Agreement for the Software in order to receive support for Software

(e) **Commercial Goods and Services Only.** All Goods, services, and Software of Seller acquired by Buyer through this Agreement are of a commercial nature, are appropriate for commercial use, and are only sold or licensed under commercial terms and conditions. Seller does not warrant or otherwise represent that any Goods, services, or Software acquired under this Agreement or any related Order conform to any military or other government specifications, Federal Acquisition Regulations, or other government procurement standards. The application of any of those terms would result in a material alteration of this Agreement, which would be rejected by Seller.

#### **(f) Sale of Goods Expressly Conditional on Assent to Disclaimer of Warranties.**

Seller's performance under this Agreement and any related Order, including the sale of the Goods, services, and Software, is expressly conditioned upon Buyer's assent to Seller's disclaimer of warranties in Article 15(b) above. If this disclaimer of warranties is not acceptable, Buyer must notify Seller immediately and in any event, prior to Seller's commencement of work pursuant to this Agreement or any related Order. In the event Buyer uses Seller's products in the performance of a government contract, Buyer expressly covenants and agrees that it will notify the government in advance of Seller's warranty and the disclaimer set forth in Articles 15(a) and 15(b), above. Seller's performance under this Agreement is expressly conditioned upon Buyer's assent to this provision.

#### **16. CERTIFICATION**

If Buyer's Order requires Seller to certify (either Type Certification or Supplemental Type Certification) products for installation on an aircraft for which certification has not previously been obtained, then Buyer shall provide Seller with all aircraft manuals in CD/DVD form, and all other information deemed necessary by Seller to assist with such certification without charge to Seller. Such manuals and other information shall be provided contemporaneous with or prior to placement of the Order. Should Buyer not provide the aircraft manuals by the placement of the Order, delivery of the products for which certification is required will be delayed by such time as Seller deems necessary to achieve certification, without liability to Seller.

#### **17. CANCELLATION**

Buyer may cancel its Order wholly or partially by written notice received by Seller prior to the scheduled delivery date. In addition to the cancellation charges specified in paragraphs (a) and (b) of this Article 17, Buyer must reimburse Seller in full for all direct and indirect costs, settlements with suppliers, and administrative, accounting, and legal costs and fees associated with such cancellation. Seller will notify Buyer of the amount owed, which amount shall be immediately due and payable to Seller. Cancellation charges applicable to the specific Goods, services, or Software cancelled are as follows:

(a) **Goods Without Non-Recurring Costs.** For cancelled Goods whose price does not contain any non-recurring or amortized costs, if notice of cancellation is received from Buyer at least ninety (90) days before the scheduled equipment delivery date, Buyer must pay to Seller a cancellation charge of twenty percent (20%) of the Order price and thirty-five percent (35%) for Runway Visual Range ("RVR") products and services. If written notice of cancellation is received less than ninety (90) days from the scheduled equipment delivery date, Buyer must pay Seller the full Order price.

(b) **Goods With Non-Recurring Costs; Services; Software.** For services, or for Goods or Software whose price contains non-recurring or amortized costs, Buyer must pay Seller a cancellation charge comprised of twenty percent (20%) of the Order price of the cancelled Goods, services or Software and thirty-five percent (35%) for RVR

products and services.

#### **18. DEFAULT**

Seller may terminate this Agreement or any related Order if Buyer breaches a material provision of this Agreement or any related Order. If Buyer breaches a material provision of this Agreement or a related Order, Seller will submit a written cure notice to Buyer advising of the breach. Buyer will have five (5) days to cure the breach. In addition to its other rights and remedies, if Buyer does not cure the breach within the five (5) day period, Seller may terminate this Agreement.

#### **19. GOVERNING LAW; DISPUTES AND JURISDICTION**

This Agreement and all related Orders are governed by the laws of the State of California, United States of America, without effect given to its conflict of laws provisions, and excluding the United Nations Convention on the International Sale of Goods (CISG) and the UNIDROIT Principles of International Commercial Contracts. Disputes which arise under this Agreement or any related Order and which cannot be settled amicably by the Parties hereto shall solely and finally be settled by binding arbitration in Los Angeles, California, United States of America under the prevailing commercial conciliation and arbitration rules of the American Arbitration Association. Judgment upon the arbitration award or decision may be entered in any court having competent jurisdiction thereof. Arbitration awards and decisions are subject to the Limitation of Liability in Article 23.

#### **20. EXPORT COMPLIANCE; FOREIGN CORRUPT PRACTICES ACT**

Buyer must comply with all applicable laws, licensing requirements, and other regulations governing the resale, import, export, or re-export of the Goods purchased and Software licensed from Seller, including the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd1 through 78dd3, as amended, and all restrictions imposed by the U.S. Government on the transfer and retransfer of these Goods and Software generally and to specific end users. Buyer will indemnify Seller from all claims, liabilities, or losses (including but not limited to attorney's fees and other costs incurred in defending against such claims) which may arise as a result of Buyer's failure to comply with such requirements. Buyer acknowledges that Seller is subject to United States law, and Buyer holds Seller harmless from all liability for any failure by Seller to perform attributable to United States law.

#### **21. INTELLECTUAL PROPERTY RIGHTS; CONFIDENTIALITY**

(a) The copyright, patent, and any other intellectual property right pertaining to Goods, services, manufacturing processes, tooling, fixtures, equipment, designs, specifications, drawings, Software, or any other material owned or acquired by Seller or created by Seller in the course of Seller's performance under this Agreement and related Orders, shall remain the absolute property of Seller. Buyer must not reverse engineer or reverse compile any Goods, Software or other materials received from Seller, nor permit a third party to do so.

(b) Buyer must keep confidential and protect from unauthorized use and disclosure all confidential, proprietary and/or trade secret information, all tangible items and Software containing, conveying or embodying this information, and all information derived from this information (collectively, "Proprietary Information"), obtained, directly or indirectly, from Seller in connection with this Agreement and related Orders. Buyer may use Proprietary Information only in the performance of and for the purpose of this Agreement and related Orders. Buyer may disclose Proprietary Information and Materials of Buyer to its employees as necessary for the performance of this Agreement and related Orders. Buyer is liable to Seller for any breach of Buyer's obligations under this Article 21 by Buyer's employees.

#### **22. INDEMNIFICATION**

(a) Buyer agrees to defend, indemnify and hold harmless Seller, its officers, directors, and employees, from and against any and all claims, losses, liabilities or expenses (including without limitation attorney's fees) of any kind which may arise, in whole or in part, out of or relating to:

- (i) infringement of U.S. or foreign patents, designs, copyrights, or trademarks to the extent that:
  - (A) the infringing product is manufactured, sold, and used in whole or in part to Buyer's designs;
  - (B) the infringement results from Buyer's use of the infringing product for purposes other than those expressly communicated to Buyer in writing; or
  - (C) the infringement results from the use of the product in conjunction with other products;
- (ii) property damage, personal injury or death caused by Buyer's employees or agents on property owned or controlled by Seller;
- (iii) any product manufactured pursuant to this Agreement in whole or in part to Buyer's designs, unless such claim arises solely due to Seller's manufacturing process, assembly operation, or negligence; or
- (iv) a breach by Buyer of its obligations under this Agreement.

(b) Where Goods and services purchased hereunder by Buyer are sold, resold, or otherwise transferred to a third party, such third party, and its customers, assignees, and other successors in interest to such Goods and services, will have no rights greater than those granted Buyer hereunder. Buyer shall defend, indemnify and hold harmless Seller, its officers, directors, and employees, from and against any and all claims, losses, liabilities or expenses of third Parties (including without limitation attorney's fees) which Buyer could not itself recover hereunder.

#### **23. LIMITATION OF LIABILITY**

SELLER IS NOT LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE. SELLER IS NOT LIABLE FOR ANY LOSS OF BUYER'S DATA RESULTING FROM THE PROVISION OF SERVICES BY SELLER OR THE USE OF SELLER'S GOODS BY BUYER, REGARDLESS OF WHETHER SUCH GOODS WERE PROPERLY USED BY BUYER. SELLER'S TOTAL LIABILITY TO BUYER AND ITS CUSTOMERS, INCLUDING BUT NOT LIMITED TO LIABILITY FOR INDEMNITY, DEFENSE AND HOLD HARMLESS OBLIGATIONS, SHALL NOT EXCEED THE PRICE OF THE PARTICULAR GOOD OR SERVICE GIVING RISE TO THE LIABILITY, AND BUYER AGREES TO INDEMNIFY SELLER FOR ANY AMOUNTS IN EXCESS THEREOF. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, MULTIPLE, ADMINISTRATIVE, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY DAMAGE DEEMED TO BE OF AN INDIRECT OR CONSEQUENTIAL NATURE ARISING OUT OF OR RELATED TO ITS PERFORMANCE UNDER THIS CONTRACT, INCLUDING WITHOUT LIMITATION, LOSS OF USE, LOST REVENUES, LOSS OF ANTICIPATED PROFITS AND COST OF CAPITAL, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION AND WHETHER BASED UPON BREACH OF CONTRACT, WARRANTY, OR NEGLIGENCE AND WHETHER GROUNDED IN TORT, CONTRACT, CIVIL LAW, OR OTHER THEORIES OF LIABILITY, INCLUDING STRICT LIABILITY, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR IF SELLER FORESAW OR OUGHT TO HAVE FORESEEN CIRCUMSTANCES WHICH COULD RESULT IN SUCH DAMAGES. TO THE EXTENT THAT THIS LIMITATION OF LIABILITY CONFLICTS WITH ANY OTHER PROVISIONS OF THIS CONTRACT, THOSE PROVISIONS ARE AMENDED AS REQUIRED TO MAKE THEM CONSISTENT WITH THIS LIMITATION OF LIABILITY.

#### **24. ACQUISITION BY U.S. GOVERNMENT**

Seller's intellectual property rights in any Goods, services, Software, or other information acquired by the U.S. Government through this Agreement or any related Orders, whether directly or indirectly, are furnished with limited and restricted rights as described in the laws and regulations applicable to acquisitions by such U.S. Governmental entity.

#### **25. QUALITY ASSURANCE**

Seller's Quality Assurance System adheres to ISO 9001, ISO 2000, and AS9100 standards.

#### **26. ETHICS AND VALUES**

Seller is committed to uncompromising ethical standards, strict adherence to law and customer satisfaction. Seller encourages Buyer to communicate concerns and ask questions about Seller's ethics and values by calling the Teledyne Ethics/Help Line, "Take The Right Action," at 1-877-666-6968.

#### **27. ASSIGNMENT**

Buyer may not assign any right, obligation, or interest arising from this Agreement or any related Order without the prior written consent of Seller, not to be unreasonably withheld. Seller may at any time and without Buyer's consent assign any or all of its rights, obligations, or interests arising from this Agreement or any related Order to any successor, by way of merger or consolidation or the acquisition of substantially all of the entire business and assets of the participant relating to the subject matter of this Agreement.

#### **28. SEVERABILITY**

Should any provision contained in this Agreement be unenforceable under present or future laws or in a court of with jurisdiction over this Agreement, the unenforceable provision will be replaced by a provision which lawfully enforces the Parties' intention underlying the unenforceable provision, and the remaining provisions of this Agreement will remain in full force and effect.

#### **29. WAIVER**

No provision of this Agreement is waived by any act or knowledge on the part of either Party, except by a written instrument signed by an authorized representative of that Party. The waiver by either Party of any right or a Party's failure to enforce a provision of this Agreement is not a continuing waiver or a waiver of any other rights or of any material breach or failure of performance of the other Party.

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**30. SURVIVAL**

The following articles will survive the termination or expiration of this Agreement or completion of any Order: 2: Acceptance of Order; Parties to Agreement; 3: Prices; Taxes; 4: Payment Terms; Credit; 6: Shipping Term; Risk of Loss; Packing, Packaging and Marking; Testing; Inspection; 7: Delivery Schedules; 8: Force Majeure; 11: Tooling; 15: Warranty and Disclaimers; 17: Cancellation; 18: Default; 19: Governing Law; Disputes and Jurisdiction; 20: Export Compliance; Foreign Corrupt Practices Act; 21: Intellectual Property Rights; Confidentiality; 22: Indemnification; 23: Limitation of Liability; 27: Assignment; 28: Severability; and 30: Survival.

**31. ENTIRE AGREEMENT; AMENDMENT**

This Agreement is the final, complete, and exclusive statement of the agreement between Seller and Buyer. Any previous agreements or understandings pertaining to this Agreement, whether oral, written or implied, are superseded by this Agreement. These terms shall prevail over any subsequent or contemporaneous terms and conditions contained in any Order or other document submitted by Buyer. This Agreement may be amended only by mutual written agreement by authorized officials of both Parties.

- End of Document -