

**1. ACCEPTANCE** - This purchase order ("Purchase Order") is not binding upon DEW Engineering and Development ULC ("DEW") until accepted by the supplier ("Supplier"). Acceptance of all terms and conditions shall take place when (a) DEW receives written acknowledgement from Supplier, or (b) Supplier delivers to or performs for DEW and DEW accepts any of the items ordered herein by the date specified. In the event of conflict between these terms and conditions and Supplier's written acceptance or purported acceptance, these terms and conditions shall prevail. This Purchase Order constitutes the entire and sole agreement between the parties with respect to this subject matter, and supersedes all previous negotiations, communications and agreements in any form relating to it, unless incorporated by reference in this Purchase Order.

**2. SUPPLIER'S INVOICE, PACKING SLIPS, PACKING AND SHIPPING METHODS** - Each invoice shall (a) be rendered separately for each delivery, (b) not cover more than one purchase order, (c) refer to the Purchase Order number under which it is issued, and (d) be rendered to DEW Engineering and Development ULC, 3429 Hawthorne Rd., Ottawa, Ontario, K1G 4G2. Purchase Order number and item number must appear on all shipping documents, invoices, quality certifications and packing lists. Payment shall be made per the terms established on the face hereof. Payment is subject to adjustment for any shortage or rejection of supplied goods or services. Freight and other charges shall be itemized and presented with appropriate justification. All packing slips shall reference the Purchase Order number, line item number, and DEW part number (where applicable) under which the goods were ordered. All items must be suitably packaged and prepared for shipment to secure lowest transportation rates and compliance with standard carrier regulations. Supplier shall use reasonable means to ensure goods furnished are protected from oxidizing or rusting or other degradation. No charges will be paid by DEW for packing crating or cartage unless previously agreed in writing.

**3. TITLE TO THE GOODS** - Title in the product or service supplied under this Purchase Order shall vest in DEW upon delivery and acceptance by DEW. Delivery shall be DDP DEW's facility unless otherwise specified in this Purchase Order. Title in all materials, parts, work-in-process and finished goods paid by advance or progress payment shall vest in and remain in DEW. Where title to any material, parts, work-in-progress or finished goods becomes vested with DEW, Supplier shall, upon DEW's request establish to DEW's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances.

**4. DELIVERY SCHEDULE AND QUANTITIES** - TIME IS OF THE ESSENCE UNDER THIS AGREEMENT. Delivery dates specified herein indicate when the goods are required at DEW's facility. DEW has the right to cancel this Purchase Order in its entirety or part thereof if Supplier does not meet the specified dates, and to purchase substitute goods elsewhere and to charge Supplier with any loss incurred.

**5. ASSIGNMENT, SUBCONTRACTORS** - The Purchase Order shall not be assigned, in whole or in part, by Supplier without the prior written consent of DEW. Any purported assignment made without such consent is void and of no effect. No assignment of the Purchase Order shall relieve Supplier from any obligation under the Purchase Order or impose any liability upon DEW, unless otherwise agreed to in writing by DEW. Supplier shall not subcontract all or any substantial part of the work required by this Purchase Order without the prior written consent of DEW.

**6. WARRANTIES and REPRESENTATIONS** - Supplier warrants and represents that: (i) the goods to be supplied hereunder (a) will be new and unused, and free from defects in design (where designed by Supplier), material, workmanship and fabrication, (b) will be in strict compliance with all drawings and specifications of this Purchase Order, (c) are fit for the purpose designed, and (d) meet all other requirements of the Purchase Order; (ii) all warranties extend to DEW and to customers and users of DEW's goods and services; and (iii) the prices charged herein are in accordance with any applicable laws and regulations, and are as low as any net price now given by Supplier to any other customer for like goods or services; (iv) Supplier is duly authorized and entitled to sell the goods covered by this Purchase Order and/or to provide the services contemplated therein. These warranties shall be valid for one year from date of acceptance of goods, unless a longer warranty is specified in this Purchase Order.

**7. PATENT INDEMNITY** - Supplier agrees to indemnify, defend and hold harmless DEW, any of DEW's customers and all persons claiming under DEW (collectively, the "indemnified parties"), from any and all loss, damage, expense (including attorneys' fees and costs) and liability of any kind arising from or related to any third party claim of infringement or contributory infringement of intellectual property rights by reason of the manufacture, delivery, distribution, use or sale of goods or services hereunder, except to the extent that such infringement results from Supplier's adherence to DEW's original specifications or drawings (excluding Supplier's subsequent modification thereof, even if accepted by DEW.) Further, Supplier shall, at its expense, (i) procure for the indemnified parties the right to continue using the goods or services; or (ii) modify or replace the goods or services so that they become non-infringing, provided that such modification or replacement does not adversely affect the indemnified parties' rights or ability to use the goods and services as intended.

**8. DEW SUPPLIED PROPERTY** - Title to any and all property furnished by DEW at no charge to Supplier in connection with this Purchase Order shall at all times vest in DEW, and Supplier assumes all liability for loss or damage or Supplier's failure to return such property to DEW upon request.

**9. INTELLECTUAL PROPERTY** - Any intellectual property first made or conceived by Supplier in the performance of this Purchase Order, or in anticipation of this Purchase Order, which is derived from or based upon information supplied by DEW shall be the sole property of DEW. Supplier shall execute all documents necessary or appropriate to assign such property to DEW or to evidence DEW's rights thereto.

**10. AMENDMENTS** - DEW may at any time amend the scope of this Purchase Order by written notice. If any such changes affect the cost or time required for delivery of the goods, an equitable adjustment in the price or delivery schedule shall be made.

**11. NOTICE** - In the event that Supplier encounters difficulty in meeting the requirements of this Purchase Order, including delivery, Supplier shall immediately inform DEW in writing. This provision shall not relieve Supplier of the obligation to conform to the provisions of this Purchase Order.

**12. ON-GOING AVAILABILITY** - If goods provided under this Purchase Order are no longer going to be manufactured by Supplier, Supplier shall provide DEW at least one year's prior notice to permit DEW to make final purchases of goods and spares, or make satisfactory arrangements with a third party to establish a continuing source of supply.

**13. SUSPENSION OF WORK** - DEW has the right, by written notice to Supplier, to suspend all or part of the work under this Purchase Order for a period of up to ninety (90) calendar days. Supplier shall immediately comply with any such notice. While such a suspension is in effect, Supplier shall not remove any part of the work from any premises without DEW's prior written consent. Prior to expiration of such suspension, DEW may rescind the suspension or terminate the Purchase Order. If any such suspension causes a change in the cost or time required for delivery of the goods, an equitable adjustment in the price or delivery schedule shall be made.

**14. TERMINATION FOR CONVENIENCE** - DEW has the right to terminate this Purchase Order prior to acceptance without penalty. After acceptance, DEW has the right to terminate this Purchase Order provided DEW reimburses Supplier, without duplication, for (a) all completed goods and services delivered under this Purchase Order and not previously paid, (b), with respect to all partially completed goods or materials and work-in-process delivered under this Purchase Order, the actual cost incurred by Supplier in furnishing the goods and services to the extent that such costs are reasonable and are apportionable under generally accepted accounting principles. In no event shall the aggregate of the amounts paid by DEW hereunder exceed the Purchase Order price.

**15. DEFAULT BY CONTRACTOR** - Where Supplier is in default in carrying out any of its obligations under this Purchase Order, DEW may, upon giving at least ten (10) days' prior written notice to Supplier, terminate this Purchase Order in whole or in part if Supplier has not cured the default to the satisfaction of DEW within the stated cure period. Upon such termination, Supplier shall continue performance of this Purchase Order to the extent not terminated, and DEW may procure, upon such terms as it deems appropriate, goods or services similar to those that were terminated due to default and recover from Supplier any excess costs for such goods or services.

**16. SUCCESSORS AND ASSIGNS** - The Purchase Order shall inure to the benefit of, and shall be binding upon, the successors and permitted assignees of DEW.

**17. NON-DISCLOSURE** - All information disclosed by DEW in any form, including in hardcopy, by electronic means and verbally, shall be treated as Commercial in Confidence (and as controlled goods to the extent so marked), and shall not be used for purposes other than as may be necessary to perform the work requested in this Purchase Order. Furthermore, the aforementioned information shall not be disclosed in any form to any third party nor shall it be copied either in whole or in part without the express written consent of DEW. All information supplied shall be returned to DEW upon completion of the requested work, unless otherwise directed by DEW.

**18. NO SOLICITATION** - Supplier shall not employ or solicit to employ, any current employee of DEW without obtaining DEW's prior written consent, unless such employment is the result of a general solicitation not targeted at DEW's employee(s).

**19. QUALITY ASSURANCE** - Suppliers shall ensure that persons working under their control are aware of their contribution to both product or service conformity and to product safety; and the importance of ethical behavior. DEW's quality department assesses the performance of its suppliers. Late delivery as well as poor quality, including without limitation, defects and failure to take corrective action when requested, will negatively affect Supplier's quality rating.

*Certificate of Conformance/Analysis:* When and as requested, Supplier shall provide (a) a Certificate of Conformance certifying all goods and services conform to all requirements of the Purchase Order, including attachments and drawings, and/or (b) a Certificate of Analysis certifying the actual results obtained from testing representative samples. Each Certificate shall reference the Purchase Order number, part number, drawing number, revision level, and quantity as applicable. Additional documentation may also be required as detailed on the applicable Purchase Order, attachments or drawings. Further, DEW reserves the right to review all inspection, test and process control data and/or records necessary to verify such compliance.

*Right of Access and Source Inspection:* DEW, or DEW accompanied by its customer and/or regulatory authority, shall be entitled to inspect the goods and associated records covered by this Purchase Order at Supplier's or its subcontractor's facilities at any stage of production. DEW has the right to request that all goods and services procured under this Purchase Order be subject to inspection and testing at Supplier's facility by DEW's quality department personnel, prior to shipment. When so requested, Supplier shall provide facilities, equipment, and assistance as necessary to perform such source inspection, as well as at least five (5) days advanced notice of completion of goods or services to permit scheduling of the source inspection.

*Non-conforming Material:* Supplier shall not knowingly provide DEW with any non-conforming goods or services. Disposition authority on nonconforming material vests solely with DEW. The Supplier shall notify DEW on detection of nonconforming goods and obtain approval for disposition. If DEW receives non-conforming goods or services, DEW may issue a Supplier Corrective Action Requests ("SCAR") that will identify the non-conformance and request corrective action by Supplier to preclude recurrence. Supplier shall respond to SCARs within five (5) working days of receipt.

*Final Acceptance:* Final acceptance of goods or services hereunder will be based upon DEW's inspection after delivery for conformance to all requirements of this Purchase Order, including attachments and drawings. DEW may refuse to accept non-conforming goods and Supplier shall reimburse DEW for the cost of delivery of goods not accepted by DEW. DEW shall return any non-conforming goods without prejudice to any other rights or remedies DEW may have.

*Records:* All records supporting compliance of the goods to the requirements of the Purchase order shall be retained and made available for a period of 10 years after delivery.

*No change and flow down:* No change shall be made to the goods, manufacturing process, location, components, materials, parts or design of the goods or services purchased after approval of the first production test item or after acceptance of the first completed end item, without DEW's prior written approval. Following such approval or acceptance, any interruption exceeding a period of one year, in production of the goods supplied under this Purchase Order or in the operation of processing equipment used to process such goods, shall be deemed to be a change. Any resumption of such production or operation of processing equipment shall require DEW's prior written approval. All requirements shall be flowed down through the Supplier's supply chain.

**20. TOOLING** - Any tooling and development charges shall be one-time charges and include maintenance and storage of the tooling at Supplier's facility. Maintenance and storage must be reasonably suited to ensure the tooling is production-ready. All tooling developed under this Purchase Order shall be DEW's property and shall not be used by Supplier for any purpose other than as specified in this Purchase Order. Supplier may be required to return such tooling to DEW upon completion of this Purchase Order. All DEW tooling, and whenever practical each individual item thereof, shall be plainly marked, tagged, or otherwise adequately identified by Supplier as "Property of DEW Engineering and Development ULC."

**21. INDEMNIFICATION** - Supplier agrees to indemnify, defend and hold DEW, DEW's customers, or anyone claiming through DEW or DEW's customers harmless against any and all liabilities, costs and expenses (including attorney's fees) and losses whatsoever incurred by DEW, DEW's customers and anyone claiming through DEW, as a result of any allegation grounded in breach of warranty hereunder or Supplier's negligence, strict liability in tort or otherwise.

**22. GOVERNMENT FUNDS** - Supplier acknowledges that government funds may be used to procure various goods or services under this Purchase Order, and, as a result, that Supplier's accounting books and manufacturing records concerning work performed hereunder may be subject to audit by various government agencies.

**23. CAGE CODE** - DEW's Cage Code is 36221. Supplier shall use this number where a drawing note indicates cage code identification is required.

**24. NAFTA RESPONSIBILITIES** - Supplier shall provide a complete and accurate NAFTA Certificate of Origin for all qualifying goods. Supplier agrees to hold DEW harmless for any liabilities, including reimbursement to DEW of customs duties, resulting from DEW's reliance on Supplier's NAFTA Certificate of Origin.

**25. CUSTOMS REQUIREMENTS** - Supplier shall be responsible for the customs clearance of all goods delivered to DEW, including export from the origin country and import into Canada, unless otherwise indicated on this Purchase Order. Should DEW accept responsibility for customs clearance, Supplier shall provide complete and accurate information upon request and on shipment documentation, including the correct Harmonized Schedule or "tariff" code, country of origin and transaction value.

**26. COMPLIANCE WITH LAWS** - Supplier shall comply with all applicable governmental laws, rules, regulations and orders, including without limitation export regulations of Canada, U.S. and any other applicable country. For goods or services hereunder that are subject to the Canadian Controlled Goods Directorate (CGD), Supplier must be registered with the CGD. For goods or services that are subject to the U.S. International Traffic in Arms Regulations, Supplier must be registered with the U.S. Directorate of Defense Trade Controls (DDTC) and provide DEW with the DDTC authorization under which the goods or services are transferred or supplied. Supplier shall be responsible to ensure their registration is current and immediately notify DEW if the registration is rescinded or expired. Supplier shall also comply with all applicable country laws relating to anti-corruption or anti-bribery, including without limitation any legislation implementing the Organization for Economic Cooperation and Development "Convention on Combating Bribery of Foreign Public Officials in International Business Transactions" (the "OECD Convention").

**27. GOVERNING LAWS** - This Purchase Order shall be construed, and the rights and obligations of DEW and Supplier shall be governed in all respects by the laws of the Province of Ontario without regard to any conflicts of laws provisions.

**28. REGIONAL, CANADIAN and FOREIGN CONTENT CREDIT** - All Industrial Regional Benefits, Canadian Content, and Foreign Offset credits resulting from this Purchase Order are the sole property of DEW and will be applied to the defence program of DEW's choice. Supplier agrees, on request and at no cost, to assist DEW in securing appropriate offset credits from the applicable government authorities.

**29. PROVINCIAL SALES TAX EXEMPTION** - License No. 18892612.

**30. ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO CANADIAN GOVERNMENT CONTRACTS** - When the goods or services covered by this Purchase Order are for use under a Canadian Government prime contract, in addition to the terms and conditions stated above, acceptance of this Purchase Order constitutes an acceptance of the following additional terms and conditions: (i) 2003 Standard Instructions - Goods or Services - Competitive Requirements - 01 (2014-03-01) Integrity Provisions - Bid; (ii) 2030 (2014-06-26) General Conditions - Higher Complexity - Goods, or 2010A (2014-06-26) General Conditions - Goods - Medium Complexity; and (iii) 4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information. The full text of these clauses can be made available by DEW upon Supplier's request, or may be accessed from the [buyandsell.gc.ca](http://buyandsell.gc.ca) website.

It is intended that these terms and conditions shall apply to Supplier in such manner as is necessary to reflect the position of Supplier as a subcontractor to DEW, to ensure Supplier's obligations to DEW and to the Canadian Government, and to enable DEW to meet its obligations under its prime contract. Supplier agrees to flow-down, as required these terms and conditions to its lower-tier suppliers and/or subcontractors. Supplier further agrees that all notifications and other communications required by these terms and conditions shall be made through DEW's authorized representative, unless this Purchase Order specifically provides otherwise.

Supplier warrants and represents that, at the time of accepting this Purchase Order, Supplier is compliant with the additional terms and conditions identified above, as applicable. If Supplier believes that one or more of these terms and conditions do not apply to this Purchase Order, Supplier shall advise DEW's authorized representative in writing of said terms and conditions.

Supplier agrees that upon DEW's request, Supplier will negotiate with DEW, in good faith, regarding any amendments to this Purchase Order to incorporate additional provisions herein or to change the provisions hereof, as DEW may reasonably deem necessary in order to comply with the provisions of the Canadian Government prime contract and any amendments thereto. If any such amendment affects the cost or time required for delivery of the goods, an equitable adjustment shall be made.