

Purchase Order Terms and Conditions

1. **Performance Monitoring:** In accordance with our ISO 9001-based management system, all suppliers of goods or services will be monitored for Quality and Delivery Performance. Suppliers failing to meet our requirements/expectations will be requested to take corrective action. Suppliers that continually fail to meet requirements/expectations may be removed from our approved list
2. **Confidential Information:** All supplies, blueprints, sketches and other technical information furnished by RIDE Inc. shall be deemed confidential information of RIDE Inc. Such information shall not be reproduced, given to or disclosed to any third party without RIDE Inc.'s express written consent.
3. **Qualification of Personnel:** RIDE Inc.'s suppliers and any sub-contractors will assure the competency of any/all personnel involved in activities performed on behalf of RIDE Inc. or our customer. Where special certification of personnel is required, this should be made available to RIDE Inc. or our customers upon request.
4. **Ethical Behavior:** As a large percent of our parts are for U.S. Government end-use, suppliers will assure their staff and any consultants or sub-contractors are aware of the importance of ethical behavior and accountability as it pertains to purchases in accordance with these terms. Under no circumstances will anything less than honest & ethical business practices be acceptable by RIDE INC., its customers and other interested parties under the terms of this PO.
5. **Technical Data:** Where drawings and/or POs indicate Export Controls apply, any related information (aka Technical Data) shall be handled as per controls enumerated through the Export Administration Regulations (EAR), implemented by the Department of Commerce for items that have both a commercial and potential military use); the International Traffic in Arms Regulations (ITAR, implemented by the Department of State) for Defense Articles regulated by the DDTC and USML or the Atomic Energy Act for nuclear applications. Failure to secure such data may be subject to both criminal and administrative penalties (which may include minimum prison sentences). Fines for export violations, including anti-boycott violations, can reach up to \$1,000,000 per violation in criminal cases, and \$250,000 per violation in most administrative cases.
6. **DPAS:** Any purchase made referencing Defense Priorities Allocation System (DPAS) *DO* or *DX* Ratings shall be handled per *15 CFR Part 700* in accordance with the Department of Defense (DoD) property management system to assure these orders are scheduled and processed ahead of any commercial jobs so as to assure their timely delivery in accordance with Federal law.
7. **Flow-down of requirements:** RIDE Inc. requires that you flow down all requirements of this purchase (order) to all interested parties internally and to any sub-tier suppliers performing work on this order.
8. **Right of entry:** RIDE Inc., our customers and any applicable regulatory authorities maintain the right to access the supplier's facility and all applicable records associated with the order, during regular business hours, with limited notice.
9. **Nonconforming material:** RIDE Inc. must be notified of nonconforming material in advance of shipment for adequate review and disposition of said product. All such material must be adequately identified and segregated so as to preclude its use. Final disposition/disposal shall be at RIDE Inc., unless otherwise authorized.
10. **Change of Process or Product:** RIDE Inc. must be informed of and must approve any change in processes or product. Without authorization, process changes are not allowed.

11. **Certification, Inspection, etc.:** RIDE Inc. may require certifications of compliance, inspection records and/or test specimens as part of this purchase order. Failure to provide these items may result in the rejection of the shipment.
12. **Counterfeit Parts:** The Supplier shall certify that only new and authentic materials are used in products or goods delivered to RIDE Inc. and that the products/goods delivered contain no Counterfeit Parts. No substitutions, reworked or refurbished parts/materials shall be acceptable under the terms of this purchase.
13. **Foreign Object Detection/Debris/Damage.** Supplier is required to establish and maintain a Foreign Object Detection/Debris/Damage (FOD) prevention program appropriate to the nature of the product/service provided, that employs appropriate housekeeping practices to assure timely detection and removal of residue/debris generated, during operations and normal daily tasks.
14. **Conflict Minerals:** Seller hereby certifies and represents to RIDE INC. that the products do not include any Conflict Minerals or any of their derivative products as those terms are defined in Section 1502 of the Dodd – Frank Wall Street Reform and Consumer Products Act, and regulations issued thereunder by the Securities and Exchange Commission, (the "Act") that originated in the Democratic Republic of the Congo or any adjoining country and that said certification and representation are based upon Seller making due inquiry as to the origin of the Conflict Minerals used in the products. Seller further agrees to cooperate with and provide such reasonable assistance to RIDE INC. as may be required to meet its reporting obligation under the Act.
15. **Government Contracts:** If this is a Government subcontract, the following provisions apply.

A. FAR or DOD FAR SUPPLEMENT CLAUSES OR THEIR SUCCESSORS.

1) FAR 52.203-6 (Restrictions on Subcontractor Sales to the Government); 52.203-7 (Anti-Kickback Procedures); 52.2042 (New Material); 52.210-7 (Used on Reconditioned Material, Residual Inventory, and Former Government Surplus Property); 52.215-1 (Examination of Records by Comptroller General); 52.215-2 (Audit-Negotiation); 52.215-26 (Integrity of Unit Prices); 52.219-8 (Utilization of Labor Surplus Area Concerns); 52.222-1 (Notice to the Government of Labor Disputes); 52.222-4 (Contract Work Hours and Safety Standards Act – Overtime Compensation); 52.222-20 (Walsh-Healy Public Contracts Act); 52.222-26 (Equal Opportunity); 52.222-35 (Affirmative Action for Special Disabled and Vietnam Veterans); 52.222-36 (Affirmative Action for Handicapped Workers); 52.223-2 (Clean Air and Water); 52.225-10 (Duty Free Entry); 52.225-11 (Certain Communist Areas); 52.227-1 (Authorization and Consent), if included in the controlling prime contract; 52.227-2 (Notice and Assistance Regarding Patent and Copyright Infringement); 52.227-6 (Royal Information); 52.227-10 (Filing of Patent Applications-Classified Subject Matter); 52.243-7 (Notification of Changes); 52.246-16 (Responsibility for Supplies).

2) DoD FAR Supplement: 52.203-7001 (Special Prohibition on Employment); 52.207-7000 (Required Sources for Miniature and Instrument Ball Bearings); 52.208-7001 (Required Sources for Precision Components for Mechanical Time Devices); 52.208-7002 (Required Sources for High Purity Silicon); 52.208-7003 (Required Sources for High Carbon Ferrochrome); 52.215-7000 (Aggregate Pricing Adjustment); 52.225-7008 (Duty-Free Entry – Qualifying Country End Products and Supplies); 52.225-7011 (Preference for Domestic Specially Metals (Major Programs)); 52.225-7013 (Preference for Domestic Hand or Measuring Tools); 52.227-7013 (Right in Technical Data and Computer Software) including Alternate I hereto; 52.227-7030 (Technical Data-Withholding of Payment); 52.227-7036 (Certification if Technical Data Conformity); 52.227-7037 (Validation of Restrictive Markings on Technical Data); 52.228-7006 (Accident Reporting and Investigation Involving Aircraft, Missiles and Space Launch Vehicles); 52.243-7000 (Engineering Change Proposals); 52.243-7001 (Pricing of Adjustments).

3) In addition, if this purchase order exceeds \$100,000. FAR 52.215-24 (Subcontractor Cost or Pricing Data) and DoD FAR Supplement 52.204-7005 (Overseas Distribution of Defense Subcontracts); if this contracting Plan, and FAR 52.220-4 (Labor Surplus Area Subcontracting Program); and if this purchase order exceeds \$100,000,000 DoD FAR Supplement 52.235-7002 (Recovery of Nonrecurring Costs on Commercial Sales).

4) If this purchase order is for experimental, developmental or research work, FAR 52.227-12 Patent Rights – Retention by the Contractor (Long Form) applies, unless Seller is a small business concern or nonprofit organization as defined in FAR 27.301, in which event FAR 52.227-11 Patent Rights Retention by the Contractor (Short Form) applies.

5) If this purchase order is issued under a National Aeronautics and Space Administration (NAS) prime contract, all reference to the DoD FAR Supplement shall mean the comparable NASA FAR Supplement provisions, and the following additional NASA FAR Supplement provisions shall apply; 18.52.204-70 (Report on NASA Subcontracts); 18.52.204-71 (NASA Contractor Financial Management Reporting); 18.52.223.71 (Frequency Authorization); 18.52.227-70 (New Technology); and 18-52.244-70 (Geographic Participation in the Aerospace Program).

6) Denied Party Screening. Supplier shall perform denied party screening on its employees and other parties (including sub-tier suppliers) whom Supplier engages to perform production activities or Services under this Purchase Order. The Supplier must identify any person or entity that is ineligible to perform such activities or Services because they are either identified as a Specially Designated National (“SDN”), as determined by the U.S. Office of Foreign Assets Control (“OFAC”), or identified as a denied party pursuant to any embargo, sanction, debarment or denied party designation maintained by the U.S. government or any non-U.S. government or union of states (e.g., European Union).

7) Supplier shall notify Buyer immediately, in writing, if any of Supplier’s employees or sub-tier suppliers who have been designated as an SDN, debarred, sanctioned or designated as a denied party and have performed production activities or Services under this Purchase Order. Supplier shall conduct periodic re-screening on a quarterly basis and shall maintain records for a period of five-years and make these records available to Buyer upon request. Supplier shall incorporate this provision in all subcontracts with its suppliers or independent contractors with whom Supplier engages or employs to perform production activities or Services under this Purchase Order.

B. ADDITIONAL FAR AND DoD FAR SUPPLEMENT CLAUSES AND OTHER CONDITIONS

Additional FAR and DoD FAR Supplement clauses and other conditions as are made mandatory under Air Industries prime contract may be incorporated into the purchase order at a later date. The Seller agrees to negotiate promptly with Air Industries for the inclusion of such additional clauses and other conditions.

C. LIMITATION OF LIABILITY (Applicable only if the controlling Government contract contains the FAR 52.246-23 Limitation of Liability Clause).

1) Except as provided in subparagraphs (2) and (3) below, and except for remedies expressly provided elsewhere in this order, Seller shall not be liable for loss of or damage to property of the Government (excluding the supplies delivered under this purchase order even if and when same become property of the Government) that (a) occurs after acceptance by the Government of the end-items into which the supplies delivered under this purchase order become incorporated, and (b) results from any defects or deficiencies in the supplies.

2) The limitations of liability under paragraph (1) above shall not apply when a defect or deficiency in, or Air Industries acceptance of, the supplies, or the Government's acceptance of the end-items into which such supplies are incorporated, results from willful misconduct or lack of good faith on the part of any of the Seller's managerial personnel. The term "Seller's managerial personnel, as used in this clause, means the Seller's directors, officers, and any of the Seller's managers, superintendents, or equivalent representatives, who have supervision or direction of. (i) All or substantially-all of the Seller's business; or (ii) all or substantially all of the Seller's operations at any one plant, laboratory, or separate location, at which this purchase order is being performed; or (iii) a separate and complete major industrial operation connected with the performance of this purchase order.

3) If Seller carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government either through purchase or use of the supplies to be delivered to Air Industries under this purchase order or through purchase or use of the end items incorporating such supplies to be delivered by Air Industries to the Government, Seller shall be liable to the Government, through Air Industries, to the extent of such insurance or reserve, for the loss of or damage to property of the

Government occurring after Government acceptance of the end-items into which the supplies delivered under the purchase order become incorporated and resulting from any defects or deficiencies in the supplies delivered under this purchase order

4) Seller shall include this clause including this paragraph (4), supplemented as necessary to reflect the relationship of the contracting parties, in all subcontracts.

16. **Packaging and Handling:** As a minimum, the Supplier shall package all material in a manner that will ensure protection against corrosion, oxidation, deterioration and physical damage during shipment. In addition, when materials delivered are lot-controlled and multiple material lots are shipped, each lot shall be separately packaged and identified. Vendors are also responsible for handling damage that occurred at their location.
17. **Retention requirements:** Records, whether hard copy or in electronic format, including any test/retain samples, shall be retained for no less than 10 years unless otherwise specified. After ten years, supplier will contact RIDE Inc. for approval before disposing of records.
18. **Revision levels/traceability:** As appropriate, any correspondences, including certifications relating this purchase, must reference, as applicable, current PO, Work Order, Part number, Drawing Revision, batch number, etc.
19. **Calibration System:** All Suppliers should maintain a calibration system in accordance with the requirements of ISO 17025, ISO 10012; ANSI Z-540-1, ANSI Z540-3, as appropriate. All Inspection Measuring & Test Equipment (M&TE) used by the Supplier during in-process and final inspection to make a compliance evaluation shall be calibrated against measurement Standards traceable to NIST or an equivalent NMI.
20. **Sampling:** Where sampling plans are used to accept product, unless otherwise specified, all such plans shall be statistically valid and based on either MIL-105 E or ANSI Z1.4 and shall yield no less than an Acceptable Quality Level (AQL) of 2.5 (Normal Inspection).
21. **Purchasing:** Purchasing is the primary contact and liaison between the Supplier and RIDE Inc., any questions relating to sales/purchasing should be sent to Rvoyer@ridetechnologies.com
22. **Questions:** All questions concerning quality control/assurance requirements are resolved by contacting the RIDE Inc. Quality Department at Georgem@ridetechnologies.com

23. **Nondiscrimination:** The Seller, or its subcontractor, if any, shall not discriminate against any qualified employee or applicant for employment to be employed in the performance of this contract, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, sex, national origin or ancestry. The Seller, or its subcontractor, if any, agrees to comply with all the provisions contained in the Equal Opportunity Clause, quoted in Executive Order No. 11246 as amended and hereby incorporated in this Purchase Order by reference. As used therein the word “contractor” shall be deemed to mean “Seller,” and the word “contract” shall refer to this Purchase Order. In addition, the Seller shall cause this Equal Opportunity Clause to be included in the subcontracts or purchase orders hereunder unless exempted by rules, regulations and orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 as amended.
24. **Force Majeure:** Neither party shall be liable to the other for any delay or failure in performing its obligations under this Order to the extent such delay or failure is caused by an event or circumstance that is beyond that party’s reasonable control, without such party’s fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable (a “Force Majeure Event”). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, hostilities, terrorist acts, riots, strikes, embargoes or industrial disturbances. Seller’s economic hardship, labor difficulties or changes in market conditions are not considered Force Majeure Events. Seller shall use all diligent efforts to immediately notify Buyer in writing of any actual or potential Force Majeure Event, end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under this Order. If a Force Majeure Event prevents Seller from carrying out its obligations under this Order for a continuous period of more than ten business days, Buyer may terminate this Order immediately by written notice.
25. **Assignment:** Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Order without Buyer’s prior written consent. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Seller of any of its obligations hereunder. Buyer may at any time assign, transfer or subcontract any or all of its rights or obligations under this Order without Seller’s prior written consent.
26. **Relationship of the Parties:** The relationship between the parties is that of independent contractors. Nothing contained in this Order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Order.
27. **No Third-Party Beneficiaries:** This Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
28. **Governing Law:** All matters arising out of or relating to this Order shall be governed by and construed in accordance with the laws of the State of Connecticut without giving effect to any choice or conflict of law rule that would cause the application of the laws of any other jurisdiction. The United Nations Convention on the International Sale of Goods shall not apply to any matter arising out of or relating to this Order.
29. **Submission to Jurisdiction:** Any legal suit, action or proceeding arising out of or relating to this Order shall be instituted in the federal courts of the United States of America or the courts of the State of Connecticut in each case located in a City and County in Connecticut, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
30. **Cumulative Remedies:** The rights and remedies under this Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

31. **Notices:** All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of this Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified mail (return receipt requested, postage prepaid). Except as otherwise provided in this Order, a Notice is effective only upon receipt of the receiving party and if the party giving the Notice has complied with the requirements of this Section.
32. **Severability:** If any term or provision of this Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Order or invalidate or render unenforceable such term or provision in any other jurisdiction.
33. **Survival:** Provisions of this Order which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, the following provisions: Set-off, Warranties, Indemnification, Intellectual Property, Indemnification, Insurance, Compliance with Laws, Confidentiality, Governing Law, Submission to Jurisdiction and Survival.