DEFINITIONS

"Buyer" means M7 Aerospace LP "Seller" means the party identified on the face of this order.

"Seller" means all materials, work or services to be furnished by Seller under this order, "FAR" means Federal Acquisition Regulation as in effect on the date of this order. "Buyer's authorized Representative" means the person or persons authorized by Buyer to change provisions of this order, "PRES" means the President of the United States or any other government body having authority over or which purchases from Buyer or Seller directly or indirectly.

This purchase order constitutes an offer for supplies as stated on the face of this order. It becomes the exclusive agreement between the parties and includes all terms and conditions herein.

Seller accepts this offer without qualification by, a) signing and returning the acknowledgment copy of this purchase order; and b) Seller shall defend, indemnify, and hold harmless Buyer from, and all claims, demand and actions at its own expense if it is duly notified of the infringement or alleged infringement.

PATENT INDEMNITY

Except for supplies of Seller's detailed design. Seller agrees to indemnify Buyer, its customers and any other party from any claim, demand and actions at its own expense if it is duly notified of the infringement or alleged infringement.

WARRANTY

Seller warrants that supplies ordered to Buyer's specifications will conform to the specifications, drawings, samples and descriptions furnished by Buyer; and to Seller's detailed design, unless the Buyer authorizes any changes in the manufacture of the Supplies. All supplies will be merchantable, of good material, workmanship, and free from defects. These warranties, together with any Seller's service warranties, are guaranteed shall survive inspection, test, and acceptance both before final shipment and after delivery. Seller and Buyer may agree, by written notice, to require that supplies be retested or remanufactured.

ASSIGNMENT AND SUBCONTRACTING

Seller shall not assign this contract or payments due, or subcontract any of the supplies without Buyer's prior written consent. If Seller assigns or subcontracts to any party without Buyer's prior written consent, then such assignee or subcontractor shall indemnify Buyer and its assigns or subcontractors against any claims, demand and actions at its own expense if it is duly notified of the infringement or alleged infringement.

INDEMNIFICATION AND INSURANCE

Seller shall indemnify against any liability, losses, damages, claims, payments, or expenses arising out of or connected with any act, omission, fraud, or misrepresentation, Seller, its agents, employees, or subcontractors or concurrent negligence of Buyer and the United States of America regardless of the fault of Buyer, or the United States of America and its agencies, or representatives, or investors. The insurance required by this paragraph shall not be deemed an exclusive remedy for Buyer.

COMPLIANCE, APPLICABLE LAW, AND DISPUTES

This Purchase Order shall be construed and interpreted solely in accordance with the laws of the state of甲方所在地的州 or of the federal courts, the Armed Services Board of Contract appeals, and other judicial and administrative bodies having jurisdiction over such matters.

ADVANCE MANUFACTURE AND DELIVERY

Seller shall not make material commitments or production arrangements in advance of receiving Buyer's written order unless the need for such advance commitments and arrangements is specifically authorized by Buyer. No claim shall be allowed for such advance effort in case of change or termination. Seller shall ship strictly according to the delivery schedule. Buyer reserves the right to return supplies shipped early for later delivery and to directs Buyer in accordance with the requirements of the contract or its option, to accept articles and delay payment until such payments would normally fall due after scheduled delivery date. Seller is unable to meet schedule, at Buyer's request Seller shall ship via an expedited routing at Seller's cost.