

**WARNING**

This document is the exclusive property of Urban Canyon Flight, Inc (UCF). Possessing, using, copying, or disclosing this document, in whole or in part, is strictly prohibited without UCF's express written permission. Failure to observe this warning may result in criminal and/or civil liability.

For the purposes of this document, "Seller" refers to the person or entity to which this order is addressed and issued, the party who desires to provide goods and/or services to Urban Canyon Flight, Inc. ("UCF"), and includes Seller, Seller's lower tier vendors, suppliers or subcontractors at any tier, and/or Seller's subsidiaries and affiliates. For the purposes of this document, "UCF" includes Urban Canyon Flight, Inc. and its subsidiaries, partners, and affiliates. Contained herein is a legally-binding agreement that sets forth the terms and conditions by which Seller shall provide goods and/or services to UCF, and by which UCF may accept or reject, and compensate Seller, for such goods and/or services. Seller's performance under any UCF purchase constitute Seller's acceptance of these terms and conditions. The terms and conditions in this document supersede and take precedence over any other party. Seller and UCF hereby agree as follows:

## 1 Goods & Services

### 1.1 Overview

Seller agrees to provide the goods and/or services (the "Goods" and/or the "Services") as described and in accordance with the requirements set forth on the face of the applicable purchase order (the "PO"), functional product specification ("FPS"), or statement of work ("SOW"), any references or attachments thereto (e.g., specifications, drawings, verification requirements) and the terms and conditions described therein and herein. When required in the PO, Seller shall submit a representative unit or units for a first article inspection ("FAI"), prior to commencing a production run. Conversely, when FAI is not specifically required by the PO, the initial production run will act as the sample. Subsequent deliveries of goods must conform to the characteristics of the sample deliverable approved by UCF (e.g., same processes, materials, machining techniques, inspection processes, quality, etc.) in addition to complying to the specifications and other terms and conditions contained herein. These terms and conditions, in addition to the PO, FPS, and/or SOW, constitute, and are collectively referred to as the "Agreement".

### 1.2 Modifications

This Agreement may not be amended, appended, superseded or otherwise altered, except with explicit written and signed consent by an authorized UCF representative. Any terms or conditions contained in any acknowledgment, invoice or other communication of Seller which are inconsistent with the terms and conditions herein, are hereby rejected. To the extent this Agreement is understood as an acceptance of Seller's prior offer, such acceptance is made, and only made, on condition of express assent by Seller to the terms of the Agreement, and delivery of the Goods and/or performance of the Services by Seller shall constitute such assent.

## **2 Delivery of Goods**

Goods delivered to fulfill the terms of this Agreement shall be carefully packed for shipment in suitable containers to ensure the goods remain clean, safe, and damage-free during transportation; marked for shipment by Seller to the shipping destination specified in the applicable PO. All packages must be accompanied by a packing list and/or bill of lading that include UCF's PO number. Further, the packing list must include details of the contents including description and quantity of the goods, part number, and, when applicable, certificate of conformance (CoC). When required by the PO, revision, appropriate evidence of inspection, and evidence of passing FAI. If international, Seller shall ship and deliver all Goods to UCF via Delivered Duty Paid ("DDP"), as defined by Incoterms 2010. If domestic, Seller shall ship and deliver all Goods to UCF via Free on Board ("FOB") Destination, White Salmon, Washington, U.S.A. Unless otherwise stated in the PO, and explicitly agreed upon by UCF, Seller shall strictly adhere the delivery schedule specified in the Agreement. In the event of any anticipated or actual delay, including but not limited to labor disputes, acts of God, et al, Seller shall provide to UCF: (a) prompt notification, in writing, explaining the reasons for the delay and remedies or actions taken to counteract or minimize the delay; (b) a written recovery schedule; and (c) ship via air or other expedited routing to minimize delay to the extent possible, unless Seller is excused from on time delivery as provided for in article 21 of this Agreement. The additional expedited transportation costs are the sole responsibility of the Seller. If any Goods are not shipped within thirty (30) days after the shipping date specified in the applicable PO, then UCF may cancel the applicable PO with respect to any such Goods by giving Seller written notice of such cancellation, and any such cancellation shall be without any cost, penalty or liability to UCF. Seller shall promptly refund any purchase price and other amounts, including but not limited to upfront costs such as advanced deposits, non-refundable engineering ("NRE"), and/or tooling costs, paid by UCF with respect to the cancelled Goods.

## **3 Risk of Loss & Destruction of Goods**

Title to the Goods and risk of loss shall pass to UCF at the point of delivery (White Salmon, Washington, unless otherwise specified on PO). If the Goods arrive damaged or destroyed prior to title passing to UCF (or, for drop-shipped items, to UCF's customers), then UCF may, at its sole discretion, require delivery of substitute Goods of equal quantity and quality or cancel the PO. Such a replacement delivery shall be made as soon as commercially practicable. If loss of Goods is partial, UCF retains the right to require delivery of the Goods not destroyed or cancel the portion of the PO remaining, at its sole discretion.

## **4 Payment**

Compensation for the performance of Services and/or delivery of Goods and the assignment of rights to UCF as provided herein, UCF shall pay Seller the amount agreed upon and specified in the PO. Seller's invoice shall separately state all applicable taxes and other charges such as shipping costs, duties, customs, tariffs, imposts and government imposed surcharges. Seller shall consider payment made when UCF mails its check to Seller, and/or when the electronic transfer of funds is initiated (e.g., ACH), as appropriate. Payment does not constitute acceptance of the Goods and/or Services, unless explicitly

stated in the Agreement. All taxes assessable on the Goods and/or Services prior to receipt by UCF conforming to the PO shall be the responsibility of the Seller. Seller shall invoice UCF only for completed Services and/or Goods delivered. Unless otherwise specified in the PO, UCF will pay the invoiced amount within thirty (30) days of receiving and acceptance of Seller's invoice, or the actual date of delivery, whichever is later. Seller shall not be entitled to any royalty or other remuneration on the sales, production or distribution of any products developed by UCF associated, in whole or in part, on the Goods and/or Services delivered by Seller.

## **5 Representations, Covenants and Warranties**

### **5.1 Third-Party Intellectual Property**

Seller covenants throughout the applicability period of the Agreement, to UCF and its clients and/or customers, that performance under the Agreement shall not infringe the intellectual property ("IP") rights of any third party (e.g., copyrights, patents, trademarks, trade secrets, etc.). Further, Seller covenants to not violate any applicable law or regulation in any jurisdiction. Seller acknowledges and agrees that it is its sole responsibility to be informed of, and compliant with, all such applicable laws and regulations.

### **5.2 Warranties**

Seller warrants that all Goods delivered and/or Services provided under the Agreement shall be free from defects in materials and workmanship for a period of one (1) year. In the event UCF does not provide complete or accurate designs and specification, the Seller shall ensure that subsequent Goods delivered and/or Services provided are free from design, material, and manufacturing defects. Unless explicitly specified in the PO, Seller warrants that delivered Goods will be new, and will not be used or refurbished. Additionally, Goods delivered and/or Services provided shall be subject to all written and oral express warranties made by Seller's agents. Warranties and/or service guaranties shall not be remedies exclusive to UCF, but shall run both to UCF and to its clients or customers.

### **5.3 Remedies**

If UCF identifies a warranty problem with the Goods during the applicable warranty period, UCF will notify Seller promptly of the identified defect and, at Seller's expense and UCF's sole option, either return the Goods to Seller, repair the Goods or have the Good repaired, in each case at Seller's expense. Seller shall, at UCF's option and Seller's expense, within fifteen (15) business days of receipt of returned Goods, either (a) repair or replace the defective Goods; (b) credit UCF's account; or (c) replace the defective Goods. Reshipments shall include paperwork clearly identifying if the Goods were reworked or replaced and include UCF's PO number and request for manufacturer assistance ("RMA") number, if applicable. All costs and expenses and loss of value incurred as a result of, or in connection to, the repair/replacement may be recovered from Seller by equitable price reduction or credit, commensurate to the previously-agreed upon value, against any amounts owed Seller under the Agreement. Replacement and repaired Goods shall be warranted for the remainder of the warranty period or six (6) months, whichever is longer. This warranty is transferable, both directly and indirectly, to UCF's customers and/or clients. If Services are to be performed as part of this Agreement, Seller warrants that it is qualified to perform such

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Services, and warrants all Services in accordance with standards referenced in the SOW which shall accompany any PO for Services.

#### 5.4 Manufacturing Standards

Unless otherwise specified in the PO, Seller shall apply the following manufacturing standards for all electrical/electronic components produced:

- **ESD Protection.** All ESD sensitive products/services shall be protected in accordance with ANSI/ESD 20/20.
- **Electronic Assemblies.** All electrical/electronic assemblies shall be compliant to, and acceptability determined against, IPC-A-610G: Acceptability of Electronic Assemblies, Class 2, unless otherwise specified on PO.
- **Cable Assemblies.** Cables/wire harness manufacturing shall be compliant to, and acceptability determined against, of IPC/WHMA-A-620C: Requirements and Acceptance for Cable and Wire Harness Assemblies, Class 2, unless otherwise specified on PO.
- **Protection Against Counterfeit Materials.** All electrical/electronic assemblies and cable/wire harness manufacturing shall comply with AS5553 Fraudulent/Counterfeit Electronic Parts; Avoidance, Detection, Mitigation, and Disposition.

#### 5.5 Counterfeit Goods

Seller further warrants it shall not provide UCF “Counterfeit Goods” that are: (a) an unauthorized copy or substitute of an Original Equipment Manufacturer or Original Component Manufacturer (collectively, “OEM”) item; (b) not sufficiently traceable to an OEM to ensure authenticity; (c) materially inconsistent with the OEM design; (d) re-worked, re-marked, re-labeled, repaired, refurbished, or otherwise modified from OEM design but are represented as authentic or new; or (e) not compliant with all OEM-required testing, verification, screening, and quality assurance/control processes. Counterfeit Goods shall be deemed nonconforming and subject to the remedies set forth in this article 5 and all other remedies available by law.

### 6 Quality Management System

#### 6.1 Overview

Seller shall establish and maintain a quality management system (“QMS”) applicable to all Goods purchased under this Agreement. Seller shall permit and facilitate UCF to review its documentation, procedures, practices, processes and all related materials to determine such acceptability. Seller shall have a continuing obligation to notify UCF promptly, in writing, of any changes to the QMS system or any violation of or deviation from Seller’s approved inspection/quality management system. Further, Seller shall have a continuing obligation to advise UCF of the specific identity of any and all Goods delivered to UCF during the period of any such violation or deviation.

## **6.2 Work Transfer**

Products produced under this Agreement require a production or build plan that includes, at a minimum, the materials, tools and instructions required to ensure consistent production. All activities in support of the order should follow the build plan. Seller must promptly notify, and request permission in writing, from UCF of any 'work transfer', which may include: transition of custom parts, change of approved suppliers, change of manufacturing locations. UCF must be promptly notified of changes to the manufacturing environment that may affect production consistency or quality, including substitution or relocation of equipment used for production.

## **6.3 Foreign Object/Debris**

Seller shall maintain a plan to prevent foreign object debris/damage from shipping to UCF or UCF's customers or clients. UCF maintains the right to inspect this plan in accordance with article 7.

## **6.4 Configuration Management**

Seller shall maintain a configuration management ("CM") system for all Goods purchased under this Agreement. Seller's CM system must, at a minimum: (a) maintain current and accurate records indicating the manufactured revisions of products produced under this Agreement; (b) maintain records for a period of at least five (5) years; (c) provide a georedundant backup method to minimize risk due to acts of God (e.g., fire, flood). This should include all production documents, and all revisions, as of the time of manufacture. UCF maintains the right to inspect this system in accordance with Section 7.

## **7 Inspection and Acceptance**

Seller shall maintain an inspection system acceptable to UCF for the Goods purchased under this Agreement. UCF, UCF's customers, and regulatory agencies shall, at no cost, have reasonable access to Seller's, and Seller's subcontractor locations, facilities and records as requested to inspect Seller's facilities, documentation, processes and Goods. UCF shall have a reasonable time after receipt of Goods and before payment to inspect Goods for conformity with this Agreement and UCF's specifications and/or drawings (the "Specifications"), and Goods received prior to inspection shall not be deemed accepted ("Acceptance") until UCF has performed adequate testing to determine whether the Goods conform to this Agreement and the Specifications. Payment or use of a portion of the Goods for the purpose of testing shall not constitute an Acceptance of the Goods. If Goods tendered do not wholly conform to the provisions of this Agreement and the Specifications, then UCF shall have the right to reject such Goods. Nonconforming Goods will be returned to Seller, and freight collection and risk of loss will pass to Seller upon UCF's delivery to the common carrier. Upon Acceptance, title to all Goods, and if Goods are customized for UCF, documentation, engineering and modifications to Goods, shall transfer to UCF.

## **8 Custom Products**

When applicable, all work performed in support of customizing Seller's product for UCF's or its Customer or Client use ("Work") shall, to the full extent permitted under the United States Copyright Act, be deemed a "Work made for hire," with all copyrights and IP therein vested to UCF. Other than where Work

created hereunder is considered a “Work made for hire,” Seller agrees to, and hereby grants, conveys and assigns to UCF a perpetual, fully-paid-up, and transferable license rights to all copyrights, trade secrets, patents and other IP rights in all such Work, and all originals and copies of such Work shall be provided to UCF upon UCF’s request, or upon termination and/or expiration of this Agreement. The Work shall be the sole and exclusive property of UCF, and UCF shall own all rights therein, including without limitation the copyright therein, both domestically and internationally. Further, Seller agrees to provide UCF with information and assistance and to vest all such right in UCF, including, but not limited to, copyright assignment agreements that may be requested. To the extent that Work has a “look and feel” created as a direct or indirect product of this Agreement (“Look and Feel”), the Seller hereby agrees the Look and Feel belong solely to UCF.

## **9 Subcontracting**

The Seller shall maintain up-to-date, accurate, and complete records regarding all items and/or process that are subcontracted. Seller may not purchase completed or substantially completed products (components of Goods) without UCF’s express written consent. Further, Seller may not purchase Services that result in any IP covenant obligation to UCF, or that make use of the IP of any third party, without express written consent from UCF.

## **10 Diminishing Manufacturing Sources & Material Shortages**

### **10.1 End-of-Life**

On UCF’s behalf, Seller shall promptly, and in writing, identify end-of-life (“EOL”) parts, which include: (a) obsolete parts; (b) diminishing manufacturing sources; and/or (c) material shortages. Criteria used to evaluate EOL parts include, but not be limited to, part availability/stock, part lead time, or number of available suppliers. It is the responsibility of the Seller to monitor parts and materials that have the potential to adversely affect UCF’s supply of such parts production or life cycle supportability. Seller shall provide UCF with a minimum of thirty (30) days written notice any time a part is identified as an at-risk part or material. Seller’s notice shall address part cost, where and how often parts are used in the Goods, and how many parts are likely to be affected. Seller’s notice shall also include a recommendation to UCF stating how the parts will be supported in the future.

### **10.2 Last Time Buys**

In the event that Seller’s suppliers provide advance warning of a planned obsolescence, it is the responsibility of the Seller to purchase sufficient part quantities to ensure that UCF’s supply chain is unaffected for at least the period of one (1) year. The Seller shall make the purchase on UCF’s behalf, and UCF assumes the part risk. Prior to initiating the last time buy, the Seller shall notify UCF, in writing, with 30 days’ notice of the last-time buy event, such that UCF may, at its sole discretion, adjust purchase quantities, generate an engineering change order (“ECO”) as an alternate remedy, or agree to discontinue production.

## **11 Changes & Modifications**

UCF may modify, amend, append, or otherwise alter, in writing, the general scope of any PO, including but not limited to the following: (a) technical requirements and descriptions, specifications, SOWs, FPSs, drawings or designs; (b) shipment, packing, or labeling methods; (c) inspection or acceptance processes; (d) places of delivery; (e) reasonable adjustments in delivery quantities; (f) reasonable adjustments in delivery schedules; (g) quantity of applicable UCF-furnished materials or goods; and, if applicable (h) description of services to be performed; (i) time of performance (e.g., hours of the day, days of the week); (j) place of performance; and (k) terms and conditions required to meet UCF's obligations under Government prime contracts or subcontracts, or based on individual customer/client requirements. Seller hereby agrees to comply immediately with such changes, and to provide, in writing, an estimate of required adjustment to cost or schedule. If and only to the extent that such change increases or decreases the cost, time, or risk required to perform this contract, UCF and Seller shall make an equitable and proportionate adjustment in the price or schedule, or both, to reflect the increase or decrease, as appropriate. Applicable PO(s) shall be modified by UCF in writing accordingly. Seller must assert any claim for adjustment, in writing, to UCF's authorized procurement representative in writing within ten (10) business days. If Seller's proposal includes the cost of property made obsolete or excess by the change, UCF may direct the disposition of the property. UCF may examine Seller's pertinent books and records to verify the amount of Seller's claim. Failure to reach an agreement on the adjustment shall not excuse Seller from performing per UCF's direction.

## **12 Insurance**

### **12.1 Required by Law**

Seller shall be solely responsible for maintaining insurance as required by law, including but not limited to, requirements for adequate health, auto, workers' compensation, unemployment compensation, disability, liability, product insurance, and shipping insurance, or as is the common practice in Seller's businesses, whichever affords greater coverage.

### **12.2 General Liability**

Without limiting the foregoing stated in 12.1, Seller shall, at minimum, maintain the following coverages at all times during its performance under this Agreement, at least \$1M insurance for general liability or errors and omissions. Seller shall provide adequate coverage for any UCF property under the care, custody or control of Seller, which may require an increase in coverage amounts.

### **12.3 Proof of Insurance**

When requested, Seller shall provide UCF with proof of insurance, which include certificates of insurance or other evidence of coverage. Seller is required to have insurance before commencing performance under this Agreement. UCF retains the right to request this proof of insurance before commencing performance, and for a period of five (5) years after the order is completed.



### **13 Indemnity**

Seller shall indemnify, or hold harmless, and at UCF's request, defend UCF, its officers, directors, customers, agents and employees, 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 performance or non-performance of Seller under this Agreement. Seller shall not settle any such suit or claim without UCF's prior written approval. Seller agrees to pay or reimburse all costs that may be incurred by UCF in enforcing this indemnity, including attorneys' fees.

### **14 Confidentiality**

Seller shall keep confidential and protect from unauthorized use and disclosure all (a) proprietary, confidential, and/or trade secret information, which is identified as such, or which the recipient knows or reasonably should know is of a confidential or proprietary nature; (b) tangible and intangible items, including software, firmware, or any documentation, containing, conveying or embodying such information; and (c) non-refundable engineering ("NRE) or tooling identified as being subject to this article and obtained, directly or indirectly, from the other in connection with this contract or other agreement referencing this contract (collectively referred to as "Proprietary Information and Materials"). Proprietary Information and Materials shall include information of third parties including UCF customers and suppliers which is made available to Seller. UCF and Seller shall each use Proprietary Information and Materials of the other only in the performance of and for the purpose of this Agreement and/or any other agreement referencing this Agreement. This article 14 shall not, however, prevent UCF from using, disclosing and reproducing Seller's Proprietary Information and Materials, and any other materials provided by the Seller, and making derivative works thereof, for the purposes of testing, certification, use, sale or support of any Goods delivered or Services performed under this Agreement. Any such use, disclosure, reproduction or derivative work by UCF shall, whenever appropriate, include a restrictive legend suitable for the particular circumstances. The restrictions on disclosure, or use of Proprietary Information and Materials by Seller, shall apply to all materials or goods derived by Seller or others from UCF's or its client/customer's or supplier's Proprietary Information and Materials. Upon UCF's request at any time, and in any event upon the completion, termination or cancellation of this contract, Seller shall return to UCF all Proprietary Information and Materials and all materials derived therefrom provided to Seller by UCF, unless specifically directed otherwise in writing by UCF. Seller shall not, without the prior written authorization of UCF, sell or otherwise dispose of (as scrap or otherwise) any parts or other materials containing, conveying, embodying or made in accordance with or by reference to any Proprietary Information and Materials of UCF. Prior to disposing of such sensitive parts or other materials as scrap, Seller shall render them unusable. UCF shall have the right to audit Seller's compliance with this article. Seller may disclose Proprietary Information and Materials of UCF to its approved subcontractors as required for the performance of this Agreement, provided that each such subcontractor first agrees in writing to the same obligations imposed upon Seller under this article relating to Proprietary Information and Material. Seller shall be liable to UCF for any breach of such obligation by any such subcontractor or other third party. The provisions of this article are effective in lieu of any restrictive legends or notices



applied to Proprietary Information and Materials. The provisions contained in this article shall survive the performance, completion, termination or cancellation of any part of this Agreement.

## **15 Export Control**

When noted on the PO as export controlled, Seller acknowledges that the Proprietary Information and any other information transferred to Seller is subject to export controls of the US Government, and agrees not to transfer, export or re-export such information without the written permission of the US Government and UCF. Transfer, export, or re-export for which US Government and UCF permission is required includes, but is not limited to, transfer to foreign nationals. UCF shall reasonably assist Seller in securing the permission described in this paragraph.

## **16 Termination & Cancellation**

UCF may terminate any FPS, PO, SOW, or this entire Agreement, via written notice to Seller at any time, and for any reason. Seller shall, upon receipt of cancellation notice or stop work order, immediately cease to make additional commitments or expend additional resources in performance of this contract.

In the event of partial or complete contract termination for UCF's convenience, or for any reason other than the breach of the agreement by the Seller, UCF shall pay Seller for all reasonable expenses and non-cancelable/returnable obligations. Seller is responsible for submitting an estimated cancellation cost within ten (10) business days of receipt of notice of cancellation. Seller is responsible for submitting a detailed substantiation of cancellation costs within twenty (20) business days of receipt of notice of cancellation. UCF will also pay reasonable close out costs and report preparation costs.

If any PO, SOW, FPS, or the entire agreement is terminated due to Seller's failures to deliver Goods in the manner and within the time specified by this Agreement or any applicable PO, SOW, FPS, or Seller's failures to perform any other provisions of this Agreement or fails to make progress so as to endanger acceptable performance and does not correct the failure within five (5) business days after receipt of notice from UCF, or otherwise breaches this Agreement, files a petition in bankruptcy, becomes insolvent, or dissolves, then UCF shall have no further payment obligation or liability to the Seller.

Seller may terminate this Agreement upon written notice to UCF if UCF fails to pay Seller within sixty (60) days after Seller notifies UCF in writing that payment is past due.

Upon the expiration or termination of this Agreement for any reason: (a) each party will be released from all obligations to the other arising after the date of expiration or termination, except for those which by their terms survive such termination or expiration; and (b) Seller will promptly notify UCF of all Proprietary Information in Seller's possession and, at the expense of Seller and in accordance with UCF's instructions, will promptly deliver to UCF all such Proprietary Information.

## **17 Remedies**

If Seller or Seller's subcontractors breach this Agreement, in whole or in part, UCF reserves all available lawful and equitable remedies. For the purchase of Goods, Seller's sole remedy in the event of breach of this Agreement by UCF shall be the right to recover damages in the amount equal to the difference between market price at the time of breach and the purchase price specified in the Agreement. No alternate method of measuring damages shall apply to this transaction. Seller shall have no right to resell Goods for UCF's account in the event of wrongful rejection, revocation of acceptance, failure to make payment or repudiation by UCF.

## **18 Dispute & Resolution**

UCF, including its customers/clients, and Seller, including its subcontractors, ("the parties") hereby agree to make every reasonable effort to resolve disputes through communication. Dispute resolution shall be the following steps: (a) verbal communication between the parties; then (b) the aggrieved party shall notify the other party in writing, with ten (10) days to resolve or respond; if not resolved then (c) either party may seek redress in any court of competent jurisdiction. Pending final dispute resolution, Seller shall proceed with performance of this contract in full, according to UCF's instructions so long as UCF continues to pay amounts not in dispute.

## **19 UCF's Property**

As used in this article 19, "property" shall mean all property including, but not limited to: documents, files, drawings, or materials, pertaining to both work in progress (WIP) and to finished goods. This includes tangible and intangible items that UCF provides Seller or UCF acquires an interest by virtue of this Agreement. Seller shall uniquely and unambiguously identify or mark, maintain an inventory of, take reasonable measures to prevent theft and vandalism of, and keep segregated from other property all of UCF's property. As directed by UCF, upon completion or termination of this Agreement, Seller shall deliver UCF's property, to the extent the property was not incorporated in delivered Goods, to UCF in good condition subject to ordinary wear and tear and normal manufacturing attrition. Seller assumes all risk of loss, destruction or damage of such property while in Seller's possession, custody or control, including any transfer to Seller's subcontractors. Seller shall promptly notify UCF's authorized procurement representative, within five (5) business days, if any UCF property is lost, damaged, stolen or destroyed.

## **20 Record Retention & Audit**

Seller shall retain complete and accurate records pertaining to the Goods and Services for a period of no less than five (5) years dating back to the commencement of work for UCF and shall include without limitation, FAI, test results, invoices, price lists, certificates of conformance, quality, and inspection reports, and inventory records with five (5) days written notice. UCF will make reasonable efforts to conduct such audit with minimal disruption to Seller's operations.

## **21 Force Majeure**

Neither party shall be liable for failure to perform, including UCF's failure to take delivery of the Goods, caused by circumstances beyond reasonable control, making such performance commercially impractical including, but not limited to, acts of God, fire, flood, acts of terrorism, acts of war, government action.

## **22 Severability**

If any provision of this Agreement is deemed invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected.

## **23 Limitation of Liability**

Except as provided in article 14, in no event shall UCF be held liable to Seller, Seller's subcontractors, or to any third party for any incidental, indirect, loss of profits, special or consequential damages arising out of, or in connection with, this Agreement, whether or not UCF was advised of the possibility of such damage. In any event, Seller agrees that its damages and UCF's liability, shall, in no case, exceed the total amount paid or payable by UCF to Seller during the year preceding the event or action giving rise to the claim. Any claim made by Seller or Seller's subcontractors, in connection with this Agreement shall be made within one (1) year from the date on which the Seller first had notice of the facts giving rise to the claim.

## **24 Assignment & Transfer**

Seller shall not assign or transfer, whether by law pursuant to acquisition, merger, or otherwise, this Agreement or any of its rights or obligations under this Agreement, in full or in part, without the prior written consent of UCF. Any assignment or transfer without written consent shall be null and void, and is hereby rejected. Notwithstanding the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties.

## **25 Waiver**

A waiver of, or any default hereunder of any term or condition of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition.

## **26 Nonexclusive**

This Agreement is not an exclusive agreement, UCF hereby retains the right to engage others, including companies directly in competition with Seller, to provide Goods or Services the same as or similar to Seller's. Seller is free to, and is encouraged to, advertise, offer and provide Seller's standard Goods to others; provided that Seller does not breach any term or condition of this Agreement.

## **27 Notices & Methods**

All POs must be sent by local mail, facsimile transmission, or email attachment. All other notices, and other communications hereunder shall be in writing, and shall be addressed to authorized representative of UCF or Seller, and shall be considered given when (a) delivered personally, (b) sent via email or



facsimile, (c) sent by courier with written verification receipt, or (d) seven (7) days after sending, postage prepaid, by first class or certified mail.

## 28 Survival of Obligations

Any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement, including but not limited to Confidentiality and Export.

## 29 Governing Law & Venue

This Agreement shall be governed and construed in all respects in accordance with the domestic laws and regulations of the State of Washington, without regard to its conflicts of laws principles to the contrary. The parties specifically agree that the 1980 United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Seller agrees that venue for any dispute shall be proper in Klickitat County, WA, U.S.A., and hereby agrees to submit to personal jurisdiction there.

## 30 Entire Agreement & Modification

This Agreement is the complete, final and exclusive statement of the terms of the agreement between the parties. This Agreement supersedes any and all prior agreements, between them relating to the subject matter of this Agreement. This Agreement may not be varied, modified, altered, or amended except in writing, and must include a PO and/or a change order issued by UCF. The terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any acknowledgment or other document submitted by Seller.

## 31 Compliance with Laws

Seller shall comply fully with all applicable laws, including but not limited to federal, state and local laws, in connection with the performance of this Agreement. This includes, but is not limited to, all applicable employment, tax, export control and environmental laws. If Goods include hazardous materials, Seller represents and warrants that Seller understands the nature of any all dangers associated with the handling, production, manufacture, and transportation of such hazardous materials. Upon UCF's request, Seller will promptly provide a statement of origin for all Goods and United States Customs documentation for Goods wholly or partially manufactured outside of the United States.

## 32 Publicity

Seller and its sub-tier suppliers and subcontractors must implement this paragraph in its business operations as follows, and any deviation must be expressly provided by UCF, in writing: (a) Seller shall not utilize UCF's brand(s) or that of its customers (text or visual use of products, services, company name, logo, programs, etc.), using any communication method, including, but not limited to: websites, presentations, newsletters, press releases, advertising, media articles, video, still photos and tradeshow graphic panels & promotional items; (b) denial or confirmation of same regarding this Agreement or any PO, or the Goods, Services, or program to which it pertains; (c) Seller shall be liable to UCF for any breach



**Urban Canyon**  
*Flight for all*

**GENERAL PROVISIONS FOR PURCHASE ORDERS**

145 E Jewett Blvd STE 301  
White Salmon, WA 98672, U.S.A.

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