

Ultra Electronics ICE, Inc.

QAF-79 Terms and Conditions of Purchase

1. DEFINITIONS

- 1.1. "Order" means any Purchase Order issued by Ultra to Seller (a "Purchase Order"), together with any attachments and documents generated by Ultra that accompany or are incorporated into or form part of the Purchase Order, and these terms and conditions of purchase.
- 1.2. "Seller" shall mean the party identified on the face of the Purchase Order with whom Ultra is contracting.
- 1.3. "Ultra" means ULTRA ELECTRONICS ICE, INC. a corporation based in Kansas having its registered office at 2700 Amherst Ave., Manhattan, KS 66502.
- 1.4. Other terms may be defined within these terms and conditions of purchase.

2. ACCEPTANCE OF ORDER/TERMS AND CONDITIONS

- 2.1. This Order constitutes the complete and exclusive statement of the terms of the agreement between Ultra and Seller, and this Order supersedes all prior contemporaneous written or oral representations, understandings and communications thereto.
- 2.2. Additional or differing terms or conditions proposed by Seller or included in Seller's acknowledgment of this Order shall have no effect unless expressly accepted in writing by Ultra, regardless of whether or not such terms and conditions materially alter this Order and irrespective of any payment by Ultra under the terms of this Order.
- 2.3. Seller's acknowledgment of this Order, acceptance of payment (either partial or full), commencement of performance or failure to formally reject this Order within ten (10) business days of receipt shall constitute Seller's unqualified acceptance of this Order.
- 2.4. Modifications or additions to this Order must be made in writing and be signed by Ultra's authorized representative.

3. GENERAL

- 3.1. Seller shall provide traceability of all components on the Order back to the original component manufacturer (such as lot codes and date codes) which provides traceability to the raw material from which it was made, including all processing.
- 3.2. Seller must provide a Certificate of Conformance for goods supplied. Multiple goods may be listed on one Certificate of Conformance.
- 3.3. Seller must provide a Certificate of Analysis (if specified on the Purchase Order) for goods supplied.
- 3.4. Seller must list on all packing slips, invoices, Certificates of Conformance and Certificates of Analysis the applicable part number and revision letter for goods supplied. For sub-tier suppliers, list all processes with traceability number to each Certificate.
- 3.5. Seller must notify Ultra of any nonconforming product detected prior to shipment, and must withhold such nonconforming product until Ultra has determined an acceptable disposition of said material.
- 3.6. Seller must notify Ultra of any changes in the product or process used to make the product, once Ultra has received and accepted the first shipment of a product, so that Ultra can make a determination of the acceptability of the product.
- 3.7. Seller must grant Ultra, its customer and all applicable regulatory authorities access to all facilities involved in the processing of an Order, and to all applicable records related to said Order.
- 3.8. Seller must flow down to sub-tier suppliers all applicable requirements in the Order, including key characteristics where required.
- 3.9. Where the Seller is not the original component or material manufacturer, the Seller must identify in writing the name and location of every supply chain intermediary.
- 3.10. The Seller and its sub-tier suppliers are required to mitigate the risk of use or distribution of counterfeit parts according to AS5553, AS6496 or AS6081 (as applicable).

4. SHIPMENT OR PERFORMANCE OF SERVICES

- 4.1. Time is of the essence and shipment or performance of services must be made within the time stated on this Order.
- 4.2. The delivered goods shall be properly packed in an expert manner and shall be in compliance with the transport

requirements stated in the Purchase Order. If the Purchase Order does not define how the goods are to be packed and/or equipped for transport, the Seller shall be obliged to pack the goods in a manner which is customary in the trade for such goods or, if such manner cannot be determined, in a manner necessary for preservation and protection of the goods. As a minimum requirement all Electrostatic Discharge (ESD) sensitive goods must be shipped in static shielding or conductive bags or containers.

- 4.3. Packages must bear Ultra's Purchase Order number and show gross, tare, and net weights and/or quantity. No charge for packaging will be allowed by Ultra unless otherwise agreed.
- 4.4. Unless Ultra agrees in writing, delivery of goods more than seven (7) calendar days prior to the date specified in this Order may be received by Ultra and payment postponed until the date payment would have been due, or Ultra is entitled to refuse to accept such delivery without liability for any loss, damage or expense incurred by the Seller, including costs of returning, storing or reshipping goods.
- 4.5. Seller agrees that in the event deliveries of the goods or performance of the services called for in this Order are not made within the time specified in this Order or any authorized extension to this Order, and Ultra requests in writing that Seller perform overtime, weekend or holiday work, or establish additional shifts of personnel to perform the work, Seller shall comply with said requests by Ultra or take such other action as is considered appropriate by Ultra to regain current delivery schedule status, at no change to the prices as established in this Order. Notwithstanding the foregoing, and unless otherwise agreed by Ultra in writing, Ultra reserves the right, at its sole discretion, to charge penalties in accordance with Article 16 REMEDIES IN THE EVENT OF DELAY IN DELIVERY and to return such late deliveries at Seller's cost and/or deduct any and all shipping costs and other related fees incurred by Ultra for both the return and reshipment of the goods, from Seller's account and/or terminate this Order for default. Ultra shall not have the right to request such overtime work without additional compensation to Seller, if Seller's failure to meet the established delivery schedule provided for herein is due to causes beyond the control and without the fault or negligence of Seller as defined in Article 15 FORCE MAJEURE.
- 4.6. The rights afforded to Ultra in the foregoing paragraphs shall not be exclusive and are in addition to any other rights provided by law or under this Order.
- 4.7. Seller agrees to notify Ultra immediately if, at any time, it appears that the delivery schedule set forth in this Order may not be met. Such notification shall include the reasons for any possible delays, and steps being taken to remedy any such problems. Further, this notification shall be in addition to any reporting requirements specified elsewhere in this Order. The requirements for notification set forth above are not to be construed as a waiver of the delivery schedule set forth in this Order and shall not prejudice Ultra's right under any other Article of this Order at law or in equity.

5. TITLE AND RISK

- 5.1. Title and risk for goods shall pass to Ultra upon delivery in accordance with the requirements of this Order.

6. PRICES

- 6.1. Seller represents that the prices specified in this Order are based on current pricing data and do not exceed the current selling price for the same or substantially similar goods to any other purchaser, taking into account the quantity and schedule under consideration, and that such prices include all applicable federal, state and local taxes, in effect on the date of this Order, except any sales or use tax payable at source.

7. TAXES

- 7.1. Unless this Order specifies otherwise, the price of this Order includes, and Seller is liable for and shall pay, all taxes, impositions, charges, customs duties or tariffs and exactions imposed on or measured by this Order except for applicable sales and use taxes that are separately stated on Seller's invoice.

Prices shall not include any taxes, impositions, charges or exactions for which Ultra has furnished a valid exemption certificate or other evidence of exemption. To the extent that Ultra is required to do so under applicable law or tax regulations, Ultra may deduct from any payments due to Seller pursuant to this Order such taxes as Ultra is required to withhold from such payments and pay such taxes to the relevant tax authorities; provided, however, that Ultra provides Seller with relevant tax receipts or other suitable documentation evidencing the payment of such taxes promptly after such taxes are paid.

8. PAYMENT

- 8.1. Seller's invoices must be itemized to show goods delivered and/or services rendered. Errors or omissions in invoices or delays in receiving proper invoices will be considered just cause for withholding payment.
- 8.2. The Seller's right to payment is contingent upon Ultra's approval and acceptance of goods delivered or services rendered in accordance with the terms and specifications called for by this Order. Payment of the stipulated price is not evidence of Ultra's final acceptance of the goods and/or services called for in the Order.
- 8.3. Payment of invoices will be made sixty (60) calendar days after receipt and acceptance of goods and/or completion and acceptance of services, or sixty (60) calendar days after the delivery date specified on the Purchase Order, whichever is later.

9. QUALITY CONTROL & OBSOLESCENCE

- 9.1. Seller and all members of its supply chain shall be in compliance with all applicable Quality Management System Requirements and ASQR-01 as required by the Purchase Order. Records of all quality control inspection work or other inspection or test performed by Seller on the goods and services which are the subject of this Order shall be kept complete and shall be available to Ultra and its customers upon written request, unless previously identified as a deliverable in this Order.
- 9.2. During the performance of this Order, Seller shall notify Ultra in writing at least one hundred and eighty (180) calendar days in advance of any planned obsolescence of the good(s) set out in this Order.

10. INSPECTION

- 10.1. All goods and services shall be subject to inspection and test at all reasonable times and places, by Ultra and Ultra's customer before, during and after performance and delivery. Ultra may require Seller to repair, replace or reimburse the purchase price of rejected goods or Ultra may accept any goods and upon discovery of non-conformance, may reject or keep and rework any such goods not so conforming. Cost of repair, rework, replacement, inspection, transportation, repackaging, and/or re-inspection by Ultra shall be at Seller's expense. Ultra's acceptance of goods or services shall not be deemed to diminish Ultra's rights or be final or binding on Ultra if latent defects, fraud, or misrepresentation on the part of Seller exists.
- 10.2. If any inspection or test is made on Seller's or its subcontractors' premises, Seller, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of Ultra's inspectors or representatives of Ultra's customers. The foregoing is supplementary to and not in lieu of the provisions of the paragraph above, and shall in no way relieve Seller of its obligation to furnish all goods and perform all services in strict accordance with this Order and which are free from defects.
- 10.3. Ultra's failure to inspect does not relieve Seller of any responsibility to perform according to the terms of this Order.

11. WARRANTY

- 11.1. In addition to all other warranties expressed or implied in law, the Seller warrants that the goods delivered and services performed pursuant to this Order will be free from defects in material and workmanship and will conform to all applicable specifications, drawings, samples, symbols or other descriptions, and, to the extent such goods are not manufactured pursuant to detailed designs furnished by Ultra, that all goods will be free from defects in design, are merchantable, fit and suitable for the intended purpose or use, and are new and unused.

- 11.2. The warranty shall begin upon final acceptance by Ultra and extend for a period of five (5) years from such acceptance or the manufacturer's warranty period, whichever is longer.
- 11.3. If Seller currently provides an extended warranty and/or maintenance contract covering the goods delivered to any other customer of Seller, Seller agrees to offer, concurrent with acknowledgement of this Order, such extended warranty and/or maintenance contract to Ultra under the same terms and conditions.
- 11.4. In case any goods shall be defective or otherwise not in conformity herewith, Seller shall at Ultra's option and in addition to all other remedies of Ultra either credit Ultra for any such nonconformity or defects, or, at Sellers' expense replace, repair, or correct any such article. Seller agrees to make all corrections to the satisfaction of Ultra.
- 11.5. Acceptance or inspection of goods by Ultra or payment shall not relieve Seller of its responsibilities under this Order.
- 11.6. Seller shall be liable for, and save Ultra harmless from, any claims that Ultra may suffer from breach of any of these warranties.

12. CHANGES

- 12.1. Ultra may, in writing, from time to time, Order the suspension of work under this Order or make changes in quantities, drawings, designs, form, fit, function, specifications, services, place of delivery, or delivery schedules, methods of shipment and packaging, and property furnished by Ultra. If any such change causes an increase or decrease in the price of this Order, or in the time required for the performance of the obligations of Seller, Seller shall promptly notify Ultra thereof and assert its claim in writing for adjustment within ten (10) calendar days after the change or suspension is ordered. In the event that the Seller does not assert a claim within the aforementioned period, this shall constitute Seller's unqualified acceptance of any such change.
- 12.2. Ultra and Seller shall negotiate an equitable adjustment and this Order shall be amended in writing accordingly. However, nothing in this Article shall excuse Seller from proceeding immediately with this Order, as changed by the notice from Ultra, pending resolution of Seller's claim. Whether made pursuant to this Article, or by mutual agreement, changes requested by Ultra shall not be binding upon Ultra except when confirmed in writing by an authorized representative of Ultra.
- 12.3. Information, advice, approvals or instructions given by Ultra's technical personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect Ultra's and Seller's rights and obligations under this Order unless set forth in writing and signed by Ultra's authorized representative and which states it constitutes an amendment or change to this Order.

13. TERMINATION FOR DEFAULT

- 13.1. Ultra may, by notice in writing, terminate this Order in whole or in part at any time for (i) breach of any one or more of its terms, (ii) failure to deliver goods or services within the time specified by this Order or any written extension, (iii) failure to make progress so as to endanger performance of this Order, or (iv) failure to provide adequate assurance of future performance. Ultra may also terminate this Order in whole or in part in the event of Seller's suspension of business, insolvency, appointment of a receiver for Seller's property or business, or any assignment, reorganization or arrangement by Seller for the benefit of its creditors. In the event of partial termination, Seller is not excused from performance of the non-terminated balance of work under the Order.
- 13.2. In the event of Seller's default hereunder, Ultra may exercise any or all rights and remedies accruing to it, both at law, including without limitation, those set forth in Article 2 of the Uniform Commercial Code, or in equity. In addition, in the event Ultra terminates for default all or any part of this Order, Seller shall be liable for Ultra's re-procurement costs.
- 13.3. If this Order is terminated for default, Ultra may require Seller to transfer title to, and deliver to Ultra, as directed by Ultra, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "Manufacturing Materials") that Seller has specifically produced or acquired for the terminated portion of this Order. Upon direction of

Ultra, Seller shall also protect and preserve property in its possession in which Ultra has an interest.

- 13.4. The rights and remedies of Ultra provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Order.

14. TERMINATION FOR CONVENIENCE

- 14.1. Ultra may, by written notice to Seller, terminate the whole or part of this Order at its convenience upon thirty (30) calendar days' written notice. Seller shall not be excused from the performance of any portions of this Order not terminated. Ultra shall pay Seller for all work completed to the date of termination, together with Seller's actual, reasonable, and substantiated out of pocket costs and expenses related to this Order for obligations of Seller which cannot be terminated prior to the termination of this Order (the "Termination Costs"), and Ultra shall be entitled to take immediate possession of all work so performed. In no event shall such Termination Costs include any consequential, indirect, or punitive damages, the costs of removal and reinstallation of items, loss of goodwill, loss of third party revenues or profits, loss of use, injury to persons or property. Seller shall provide Ultra with any claims for Termination Costs within a reasonable time period after this Order is terminated but in any event no later than thirty (30) calendar days after the effective date of such termination otherwise such claim shall be at the sole discretion of Ultra. Further, upon such termination, Seller agrees that any and all rights, title, and interest in and to any intellectual property developed in accordance with Article 10.2 herein will be immediately vested in Ultra, and any and all limitations on the use thereof by Ultra shall be immediately deemed null and void.

15. FORCE MAJEURE

- 15.1. Except with respect to defaults of Seller's subcontractors, Seller shall not be liable for any excess costs, if the failure to perform this Order arises out of a Force Majeure Event (as defined below), provided Seller gives Ultra written notice of such Force Majeure Event within twenty (20) calendar days of the occurrence thereof and provided Ultra agrees that such cause constitutes a Force Majeure Event. A "Force Majeure Event" includes, but is not limited to an act of God or the public enemy, act of a government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes or other event beyond the control of, without the fault of negligence of, and despite and exercise of utmost diligence by, Seller. If the failure to perform is caused by default of Seller's subcontractor, and if such default arises out of cause beyond the control of both Seller and its subcontractor, and without the fault or negligence of, and despite the exercise of utmost diligence by either of them, Seller shall not be liable for any excess costs for failure to perform, unless the goods or services to be furnished by Seller's subcontractor were obtainable from other sources in sufficient time to permit Seller to meet the required delivery schedule.

16. REMEDIES IN THE EVENT OF DELAY IN DELIVERY

- 16.1. The obligation to deliver the goods and to perform the services in accordance with the delivery schedule in this Order is a material term and is an essential and primary obligation of Seller to be performed. Seller recognizes that in the event of delay of the delivery of goods by Seller, Ultra may suffer harm, and that any such harm arising by reason of Seller's delay would be difficult to determine accurately. In the event that Seller may consider that the delivery dates may not be achieved for any reason whatsoever, then Seller's obligations shall be in accordance with Article 4.7 of these terms and conditions of purchase. Notwithstanding the foregoing, in the event of any delay in the delivery of the goods or performance of services in accordance with the delivery schedule set out in this Order, unless such delivery schedule has been amended by mutual agreement of Ultra and Seller, Seller shall, in Ultra's sole discretion, pay to Ultra as liquidated damages, and not as a penalty 1% (one percent) of the value of the delayed goods or services for each full calendar week of delay. Notwithstanding the foregoing, the maximum amount of the liquidated damages payable under this paragraph is limited to 15% (fifteen percent) of the value of this Order. The liquidated damages payable under this paragraph will be invoiced separately by Ultra to Seller. In such invoice, Ultra shall cite all

the relevant circumstances, and the deliveries involved that has given rise to such liquidated damages.

- 16.2. Notwithstanding the aforementioned provisions, in case the cause of the delay shall persist for six weeks or more, and where Ultra and Seller have been unable to reach agreement within this period on a revision of the delivery schedule, Ultra shall be entitled, after written notice to Seller, to terminate any Order in accordance with the provisions of Article 13 TERMINATION FOR DEFAULT.
- 16.3. Notwithstanding the rights of Ultra due to Seller's delivery delays, the payment of liquidated damages shall not relieve Seller from its other contractual obligations to Ultra.
- 16.4. This Article 16 REMEDIES IN THE EVENT OF DELAY IN DELIVERY shall not apply while Seller's failure to deliver was due to a Force Majeure Event.

17. RETENTION OF RECORDS

- 17.1. Unless a longer period is specified in this Order or by law or regulation, Seller shall retain all records related to this Order for twenty-five (25) years from the date of final payment received by Seller. Records related to this Order include, but are not limited to, financial, proposal, procurement, specifications, production, inspection, test, quality, quality processes and procedures, shipping and export, certifications, and receipt records which demonstrate compliance to this Orders requirements.
- 17.2. Ultra and its customer shall have access to such records, and any other records Seller is required to maintain under this Order, for the purpose of audit during normal business hours, upon reasonable notice for as long as such records are required to be retained.
- 17.3. For as long as such records are required to be retained, Ultra shall have the right to request copies of any such records which shall be provided within forty-eight (48) hours of such request.

18. INFRINGEMENT INDEMNITY

- 18.1. Seller represents and warrants that the sale, use, or incorporation into manufactured products of all machines, parts, components, services, devices, material, goods, and rights furnished or licensed hereunder which are not of Ultra's design, composition, or manufacture will not infringe any patent, copyright, trademark, or other proprietary rights. Seller shall indemnify and save Ultra, its subsidiaries, affiliates and customers harmless from any and all Claims arising from claims, suits, or actions alleging such infringement. Seller may modify or replace with comparable non-infringing goods acceptable to Ultra of substantially same form, fit and function so as to remove the source of infringement, and shall extend this provision thereto. If the use or sale of any of the above goods is enjoined as a result of such claim, suit or action, Seller, at no expense to Ultra, shall obtain for Ultra and its customers the right to use and sell said goods.
- 18.2. Any invention or intellectual property first made or conceived by Seller in the performance of this Order or which is derived from or based on the use of information supplied by Ultra or which is paid for by Ultra shall be the property of Ultra; and Seller shall execute any documents necessary to perfect Ultra's title.

19. EXPORT CONTROL

- 19.1. Seller agrees to comply with all import, export control and sanction laws, regulations, orders and requirements, as may be amended from time to time, which are applicable the performance of its obligations under this Order and the requirements of any licenses, authorization, general licenses or license exceptions relating thereto.
- 19.2. Compliance with such export control restrictions shall include, but not be limited to, Seller obtaining, at its sole cost, any and all export license(s), manufacturing license agreements, technical assistance agreements, or other export control license/agreement necessary for the performance of its obligations under this Order.
- 19.3. Seller shall indemnify and hold harmless Ultra from any and all claims relating to violations of such export control restrictions.

20. COMPLIANCE WITH LAWS, EXECUTIVE ORDERS AND REGULATIONS

- 20.1. Seller warrants that the goods to be furnished and the services to be rendered under this Order shall be manufactured, sold, used and rendered in compliance with all relevant United States federal, state, local law, orders, rules, ordinances, and

- regulations, including but not limited to the Foreign Corrupt Practices Act, 15 U.S.C. § 78 et seq. (the "FCPA") and all laws and regulations of Seller's place of performance, and in compliance with applicable international prohibitions on child labor.
- 20.2. Seller warrants that all goods delivered under this Order are in conformance with the latest OSHA requirements.
- 20.3. Seller warrants that in the performance of this Order, it will comply with all applicable U.S. Department of Transportation regulations on hazardous materials and any other pertinent federal, state, or local statutes, laws, rules, or regulations.
- 20.4. Seller warrants that it has complied with the Anti-Kickback Act of 1986 and has not offered or given and will not offer or give to any employee, agent, or representative of Ultra any gratuity or any kickback within the meaning of the Anti-Kickback Act of 1986. Any breach of this warranty shall be a material breach of each and every Order between Ultra and Seller.
- 20.5. Seller shall obtain and maintain all registrations, licenses and permits required to perform the work hereunder.
- 20.6. Seller further agrees to defend, indemnify and save Ultra harmless from any loss, damage, fine, penalty, or expense whatsoever that Ultra may suffer as a result of Seller's failure to comply with the warranties in this Article 20. The foregoing is in addition to and not in mitigation of any other requirements of this Order.

21. STANDARDS OF BUSINESS ETHICS AND CONDUCT

- 21.1. The Seller, its employees, agents, representatives and subcontractors shall at all times maintain high ethical standards and avoid conflicts of interest in any conduct in connection with this Order.
- 21.2. The Seller represents that in its performance of this Order its employees, officers, agents and representatives shall comply with, and cause its subcontractors and their respective employees, officers, agents and representatives to comply with, all applicable laws, statutes, regulations and other requirements prohibiting bribery, corruption, kick-backs or similar unethical practices including, without limitation, the United States Foreign Corrupt Practices Act.

22. INSURANCE AND INDEMNITY AGAINST CLAIMS

- 22.1. Seller shall be responsible for the actions and failure to act of all parties retained by, through or under Seller in connection with the performance of this Order. Seller shall also maintain such General Liability, Property Damage, Employer's Liability, and Workers' Compensation Insurance and Motor Vehicle Liability (Personal Injury and Property Damage) Insurance as are specified in this Order or if none specified, such amount as will protect Seller (and its subcontractor) and Ultra from said risks and from any claims under any applicable Workers' Compensation, or Occupational Health and Safety legislation.
- 22.2. Upon request by Ultra, Seller will provide Ultra with proof of insurance acceptable to Ultra.
- 22.3. Seller shall, without limitation, indemnify and save Ultra and its customer(s) and their respective officers, directors, employees and agents harmless from and against (i) all claims (including claims under Workers' Compensation or Occupational Disease laws or other equivalent laws in Seller's country) and resulting costs, expenses (including attorney fees and costs) and liability which arise from personal injury, death, or property loss or damage attributed to, or caused by, the goods supplied, or the services performed by Seller pursuant to this Order, including, without limitation, latent defects in such goods and/or services, except to the extent that such injury, death, loss or damage is caused solely and directly by the negligence of Ultra, and (ii) all claims (including resulting costs, expenses and liability) by the employees of Seller or any of its subcontractors.

23. EQUAL EMPLOYMENT OPPORTUNITY

- 23.1. Incorporated in this Order are the provisions of Executive Order 11246 (as amended) of the President of the United States on Equal Employment Opportunity and the Rules and Regulations issued pursuant thereto with which the Seller represents that he will comply, unless exempted.

24. CONFLICT MATERIALS

- 24.1. Seller certifies that it does not procure Conflict Minerals from Covered Countries, as those terms are defined by and consistent with the Securities and Exchange Commission's final rule on Conflict Minerals, 17 CFR Parts 240 and 249(b), promulgated pursuant to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act. (the "Rule").
- 24.2. Seller certifies and warrants that all goods that will be delivered to Ultra by Seller under this agreement are DRC Conflict Free, as defined by and consistent with the Rule.

25. CONFIDENTIAL INFORMATION AND ADVERTISING

- 25.1. Seller agrees not to disclose to any person outside of its employ, and, for a period of three (3) years from the receipt thereof, not to use for any purpose other than to fulfill its obligations under this Order, any information received from Ultra pursuant to this Order which has been disclosed to Seller by Ultra in confidence, and which is not otherwise publicly available.
- 25.2. Upon termination of the Order, Seller agrees to return to Ultra upon request all drawings, blueprints, descriptions or other material received from Ultra and all materials containing said confidential information. Seller further agrees not to disclose to Ultra any information, which Seller deems to be confidential, and it is understood that any information received by Ultra will not be of a confidential nature.
- 25.3. Seller shall not, without first obtaining the written consent of Ultra, in any manner advertise or publish the fact the Seller has furnished, or contracted to furnish to Ultra, the material and/or services ordered hereunder.

26. ASSIGNMENT, SUBCONTRACTS AND CHANGE OF CONTROL

- 26.1. Seller's obligations under this Order may not be assigned or subcontracted in whole or in part nor shall Seller assign the accounts receivable without the written consent of Ultra.
- 26.2. Ultra may assign this Order to (i) any affiliated company, (ii) any successor in interest, or (iii) Ultra's customer. Ultra shall have the right at any time to set off any amount owing from Seller to Ultra or Ultra's subsidiaries and/or affiliates against any amount due and owing to Seller or any of its subsidiaries pursuant to this Order or any other contractually agreement between Ultra and Seller or respective subsidiaries and/or affiliates.
- 26.3. Purchase of parts and materials normally purchased by Seller or required by this Order shall not be construed as assignments or subcontracts.
- 26.4. In the event of a change in control of the Seller Ultra may, at its sole option, terminate any Order in whole or in part with Ultra's only obligation being to pay for those conforming goods already received prior to such termination.

27. APPLICABLE LAW

- 27.1. This Order and any subsequent changes shall be governed by the laws of the State of Kansas. Any rights, remedies, and warranties not inconsistent herewith, available to Ultra by operation of law may only be waived or modified in writing by Ultra in a supplement to this Order.

28. WAIVER

- 28.1. Ultra's failure or delay to insist, in any one or more instances, upon the performance of any term or terms of this Order, or to exercise any right or remedy available hereunder, shall not be construed as a waiver or relinquishment of Ultra's right to such performance or the future performance of such term or terms, right, or remedy and Seller's obligation in respect thereto shall continue in full force and effect.

29. SEVERABILITY

- 29.1. Should any provision of this Order or application thereof be deemed invalid, illegal, unenforceable, then that provision shall be deemed severed from this Order and the remainder of this Order will remain valid, enforceable and in full force and effect. Ultra and Seller shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory provision of like economic intent and effect.