PURCHASE ORDER TERMS AND CONDITIONS

MES Technologies, Inc.

Applicable to MES Technologies, Inc. and its subsidiaries, including Marine Electric Systems, Inc., MES Fasteners Corporation, Aerospace Industries LLC, and Rectico, Inc.

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PART I — GENERAL TERMS

DEFINITIONS

Term	Definition
"Buyer"	MES Technologies, Inc. or the applicable subsidiary identified on the face of this Order.
"Seller"	The party identified on the face of this Order to whom this Order is issued.
"Order"	This Purchase Order, including all attachments, exhibits, and incorporated documents.
"Items"	The goods, services, or both described on the face of this Order.

1. ACCEPTANCE — ENTIRE AGREEMENT / MODIFICATION

This Purchase Order ("Order") constitutes an offer by Buyer to purchase the goods and/or services described herein from Seller. Acceptance of this Order is strictly limited to the terms and conditions set forth herein and incorporated herein by

reference. This Order shall be deemed accepted upon Seller's written acknowledgement, commencement of performance, or shipment of any goods, whichever occurs first. Seller must notify Buyer of any objections within five (5) business days of receipt; absent timely notice, acceptance is unconditional. For any valid DPAS rated Order, the acceptance, rejection, scheduling, and performance requirements of Section 22 control to the extent they differ from this Section 1.

Buyer expressly rejects any additional, different, or inconsistent terms proposed by Seller at any time, irrespective of Buyer's acceptance of or payment for items. These terms and conditions constitute the entire agreement between the parties. No modification shall be binding upon Buyer unless made in writing and signed by an authorized representative of Buyer's procurement or purchasing office.

2. INFORMATION AND INTELLECTUAL PROPERTY

a) All technical data, drawings, specifications, computer software, designs, know-how, and other information supplied to Seller by Buyer or prepared by Seller in connection with this Order, or derived therefrom ("Information"), shall be treated as confidential and proprietary to Buyer. Seller shall not use Information for any marketing, advertising, or other purpose.
b) Seller shall use Information solely to perform work under this Order and shall return or certify destruction of all Information upon Buyer's written request or upon completion or termination of the Order, whichever occurs first.
c) All works of authorship, inventions, designs, software, and other work product created by Seller specifically in connection with this Order shall be "works made for hire" with Buyer as the author. To the extent such work is not work made for hire,

Seller hereby irrevocably assigns to Buyer all right, title, and interest therein, including all intellectual property rights worldwide.

d) Seller shall not disclose Information to any third party without Buyer's prior written consent. Where disclosure to a sub-tier supplier is authorized, Seller shall impose equivalent confidentiality obligations and shall remain responsible for any breach by such sub-tier supplier. Seller shall indemnify, defend, and hold harmless Buyer from any loss arising from Seller's breach of this Section 2.

3. DELIVERIES AND SHIPMENTS

a) Delivery in strict accordance with the schedule on the face of this Order is a material requirement. TIME IS OF THE ESSENCE. If delivery is endangered for any reason other than Buyer's fault, Seller shall ship by the most expeditious means available at Seller's expense.

b) Buyer reserves the right to reject deliveries that vary from authorized quantities. Items received more than seven (7) working days before the Release Date will be returned at Seller's expense or invoice payment terms will be calculated from the Release Date, at Buyer's election.

c) All items shall be packaged per Buyer's instructions or, if none are provided, per best commercial practice sufficient to ensure arrival in undamaged condition. Unless otherwise specified, all shipments shall be Freight Collect. Buyer will not reimburse unauthorized shipping charges. Shipments exceeding 100 lbs. shall be made via a Buyer-designated carrier, collect.

d) Title and risk of loss transfer to Buyer at the FOB point specified on the face of this Order.

4. INSPECTION AND ACCEPTANCE

All items are subject to final inspection and acceptance or rejection by Buyer at Buyer's facility, notwithstanding prior payment, passage of title, or prior inspection. Buyer and its customers may inspect and test items at any place where work is being performed, including Seller's sub-tier supplier facilities. Seller shall provide reasonable facilities and assistance for such activities at no additional charge.

Buyer may inspect 100% or a statistical sample of any lot and may reject all or any portion found to be defective or nonconforming. Seller shall maintain a documented inspection and test system acceptable to Buyer. Inspection records shall be retained and made available to Buyer and its customers in accordance with Section 6(m).

5. WARRANTY

a) Seller warrants that for twelve (12) months after acceptance of items:
    - All goods will be free from defects in material and workmanship;
    - All goods will conform to applicable drawings, designs, specifications, and samples;
    - All goods will meet all functional and performance requirements; and
    - All services will be performed in a workmanlike manner meeting all Order requirements and the highest applicable industry standards
    - (collectively, "Conforming Items").
b) If Conforming Items are not furnished, Seller shall repair or replace nonconforming items and redeliver them within twenty (20) days after return by Buyer. Failure to do so entitles Buyer to have the items corrected at Seller's expense. Seller shall also reimburse Buyer for labor, material, overhead, and G&A expense incurred in connection with unscheduled removal and replacement of nonconforming items from higher-level assemblies. Seller shall be responsible for

all costs associated with any recall, retrofit, or field remediation attributable to Seller's Items or services. These remedies are cumulative and not exclusive.

c) The warranty period is suspended upon Buyer's notice of nonconformance and resumes upon redelivery of conforming items. The unexpired warranty applies to all repaired, replaced, or corrected items.

6. QUALITY REQUIREMENTS

a) General. All products and services shall meet applicable drawings, specifications, standards, and Order requirements. Seller shall inspect and test all products prior to delivery. Seller is required to maintain a minimum on-time delivery (OTD) rate of 90% and a minimum order acceptance rate of 95%. Failure to meet these thresholds may result in issuance of a Supplier Corrective Action Request (SCAR).

b) Quality Management System. Seller shall maintain a documented quality management system certified to ISO 9001 or AS9100, as applicable to the product or service type. Special process suppliers (NDT, heat treatment, welding, chemical processing, coating, painting, etc.) shall be NADCAP-accredited where required by program or customer specification.

c) Personnel. Seller shall ensure all personnel are qualified, trained, and competent for assigned tasks and are aware of their contribution to product conformity, product safety, and ethical behavior.

d) Process Control. Seller shall:

- Monitor and control key characteristics;
- Comply with Section 7 for changes requiring Buyer notification or prior written approval;
- Maintain calibrated measuring and test equipment traceable to NIST; and
- Maintain a Foreign Object Debris/Damage (FOD) prevention program where applicable.

e) Counterfeit Prevention. Seller shall maintain a documented counterfeit parts prevention program compliant with SAE AS5553 and/or AS6081 (as applicable). Only new and authentic parts and materials shall be delivered. Seller shall immediately notify Buyer in writing upon discovery of any actual or suspected counterfeit item.

f) Traceability and Certifications. A Certificate of Conformance (C of C) shall accompany all shipments. Test reports, raw material certifications, special process certifications, and (where applicable for aerospace parts) FAA Form 8130-3 shall be provided as required by the Order or applicable specifications. Records shall maintain an unbroken chain of traceability. Retention and disposition of such records shall comply with Section 6(m).

g) Hazardous Materials and Shelf Life. All chemicals and hazardous materials shall be accompanied by a current Safety Data Sheet (SDS). Age-sensitive items shall be delivered with at least 80% of shelf-life remaining from the date of shipment.

h) Nonconformance. Seller shall notify Buyer in writing within twenty-four (24) hours of discovery of any nonconformance in previously shipped product. Nonconforming product shall not be submitted to Buyer without prior written authorization. Seller bears all costs of containment, disposition, return, repair, replacement, and corrective action.

i) Flow Down. Seller shall flow down all applicable Order requirements - including quality, regulatory, traceability, customer, product-safety, and special-process requirements - to all sub-tier suppliers performing work on Buyer's behalf. Seller shall ensure that its sub-tier suppliers apply appropriate controls to their direct and lower-tier external providers so that all applicable Order requirements are met throughout the supply chain.

j) Conflict Minerals. Seller shall comply with applicable conflict minerals requirements under Section 1502 of the Dodd-Frank Act and shall support Buyer's reasonable requests for related disclosure and reporting.

k) External Provider Approval Status and Scope. Seller acknowledges that eligibility to perform work under this Order is subject to Buyer's controlled external-provider approval process and authorized scope. Buyer may assign, maintain, or change Seller's approval status, including Approved, Conditional, Suspended, or Disapproved, and may define the scope of approval by product type, process family, commodity, service, facility, or other appropriate category. Seller shall perform only within the scope authorized by Buyer unless Buyer provides prior written approval.

l) Performance Monitoring, Re-Evaluation, and Corrective Actions. Seller is subject to Buyer's performance monitoring and periodic re-evaluation based on risk, product or process criticality, product/process/service conformity, quality performance, on-time delivery, corrective-action responsiveness, certification status, audit results, customer requirements, and other objective performance information. Seller shall provide information and records reasonably requested to

support these activities. If Seller does not meet requirements, Buyer may impose additional controls or corrective actions, including increased verification, source inspection, audit, conditional approval, suspension, or disapproval.

m) External Provider Documented Information. Seller shall control documented information created and/or retained in connection with this Order so that records remain legible, identifiable, retrievable, protected from loss, damage, deterioration, or unauthorized alteration, and available to Buyer, its customers, and applicable authorities as required. Unless a longer period is specified by the Order, customer requirement, specification, contract, or law, quality and product-conformity records shall be retained for a minimum of ten (10) years. At the end of the retention period, Seller shall dispose of records in a manner that protects confidential or controlled information and shall not destroy records subject to a Buyer, customer, regulatory, or legal hold.

n) Order-Specific Requirement Review and Communication. Applicable requirements shall be identified and communicated to Seller through the face of the Order, drawings, specifications, statements of work, quality clauses, customer or regulatory flow-downs, and/or other controlled attachments before the affected work is performed. Seller shall review such requirements before acceptance and implementation and confirm that the applicable revision and scope are understood. Seller shall promptly notify Buyer in writing of any conflict, omission, ambiguity, or inability to comply and shall not proceed with the affected work until written direction is received when clarification or approval is required. Conflicts, inconsistencies, or ambiguities among Order Documents shall be handled in accordance with Section 21(c).

o) Additional AS9100 External Provider Requirements. When applicable to the Order and identified by Buyer, Seller shall comply with requirements concerning: approval of products and services; approval of methods, processes, and equipment; approval for release of products and services; personnel competence and qualification; Seller interactions with Buyer; performance monitoring and control methods; verification or validation activities at Seller's premises; design and development control; special requirements and critical items, including key characteristics; test, inspection, and verification activities, including production process verification, First Article Inspection, or source inspection; statistical techniques and related acceptance instructions; use of customer-designated or approved external providers and special-process sources; provision of test specimens for design approval, inspection/verification, investigation, or auditing; and all applicable customer, statutory, regulatory, safety, traceability, and record-retention requirements.

7. CHANGES

Buyer may at any time make written changes to drawings, specifications, materials, quantities, delivery schedules, or place of delivery. If any change causes an increase or decrease in cost or performance time, an equitable adjustment shall be negotiated in writing before implementation. Seller shall proceed with performance pending resolution. No claim for equitable adjustment shall be valid unless submitted in writing within thirty (30) days of the change order.

Seller shall notify Buyer in writing and obtain Buyer's prior written approval before making any change to product design, materials, manufacturing process, manufacturing location, inspection method, software, or sub-tier special process sources or sub-tier suppliers. Any such unauthorized change shall be at Seller's sole risk and expense.

8. STOP-WORK ORDER

Buyer may, by written order, direct Seller to stop all or any part of the work for up to ninety (90) days. Seller shall immediately comply and take reasonable steps to minimize costs during the stop period. Buyer will either resume work by written notice or terminate, per Section 9. If the stop-work order is not due to Seller's fault, Seller is entitled to an equitable adjustment in price and schedule.

9. TERMINATION

a. For Convenience. Buyer may terminate this Order in whole or in part at any time by written notice. Seller shall immediately stop work and submit a settlement proposal within sixty (60) days. Buyer's liability is limited to reasonable, allocable costs incurred prior to termination for work in process (no profit on unperformed or terminated

work), as determined by Buyer in its reasonable discretion. Buyer's total liability shall not exceed the Order price for completed items plus such allocable costs.

b. For Default. Buyer may terminate this Order in whole or in part by written notice if Seller: (1) fails to deliver on schedule; (2) fails to make progress endangering performance; (3) fails to perform any other provision; or (4) becomes insolvent.

Seller shall have ten (10) days after receipt of notice to cure the default. Buyer may procure substitute items from other sources and recover from Seller the excess cost and all other damages resulting from the default.

10. RIGHT OF ACCESS AND AUDIT

Buyer, its customers, and applicable government agencies and regulatory authorities shall have the right to access Seller's facilities and those of Seller's sub-tier suppliers at reasonable times, upon reasonable notice, for inspection, testing, audit, surveillance, and investigation related to this Order. Seller shall provide reasonable facilities and assistance at no additional charge.

11. INDEMNIFICATION

Seller shall defend, indemnify, and hold harmless Buyer, its subsidiaries, affiliates, officers, directors, employees, customers, and agents from and against all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

(a) Any defect in items or services provided by Seller;

(b) Seller's negligence, willful misconduct, or breach of this Order;

(c) Any actual or alleged infringement of any intellectual property right arising from Seller's performance; or

(d) Personal injury or property damage caused by Seller or its sub-tier suppliers in connection with this Order.

12. LIMITATION OF LIABILITY

Except as provided below, in no event shall Seller's total liability under this Order exceed the total price of the Items ordered.

The foregoing limitation does not apply to, and shall not limit Seller's liability for:

(a) Seller's obligations under Section 2 (Information and Intellectual Property);

(b) Seller's obligations under Section 5 (Warranty);

(c) Seller's obligations under Section 11 (Indemnification);

(d) Seller's obligations under Section 17 (Buyer-Furnished Property and Customer Property) and Section 18 (Insurance) with respect to loss of, damage to, or destruction of Covered Property;

(e) any liability arising from gross negligence or willful misconduct;

(f) any liability arising from breach of export-control or cybersecurity obligations; or

(g) claims for personal injury or property damage caused by Seller's Items.

With respect to loss of, damage to, or destruction of Covered Property under subsection (d) above, Seller's liability shall be determined in accordance with applicable law and is not limited to the replacement cost or book value of the affected property. Such liability may include, without limitation, the cost of replacement or repair, the cost of requalification or recertification of replacement tooling or equipment, expediting and re-tooling costs, and any liability, penalty, or claim assessed against Buyer by Buyer's customer or by the U.S. Government arising from the loss, damage, or destruction, in each case to the extent such damages are recoverable under applicable law.

13. COMPLIANCE WITH LAWS

Seller shall comply with all applicable federal, state, and local laws, regulations, and executive orders, including those governing labor standards, equal opportunity, occupational health and safety, hazardous materials, environmental protection, export controls, anti-corruption, and government contracting.

14. EXPORT CONTROLS AND TECHNICAL DATA

The complete Export Control Requirements set forth in Part II, Section 30 of this document are incorporated into and form part of this Order whenever the applicability conditions in Section 30.1 are met.

15. CYBERSECURITY

Where this Order involves access to, storage, processing, or transmission of Covered Defense Information (CDI) or Controlled Unclassified Information (CUI), the complete Cybersecurity Requirements set forth in Part II, Section 31 of this document are

incorporated into and form part of this Order. Seller shall comply with all requirements of Section 31.

16. GOVERNING LAW, INJUNCTIVE RELIEF, AND DISPUTES

This Order shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict-of-laws principles.

Any dispute arising under or related to this Order that is not resolved by good-faith negotiation within thirty (30) days after written notice of the dispute shall, upon written demand by either party, be submitted to binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules. The arbitration shall be conducted in Wilmington, Delaware. Pending resolution of any dispute, Seller shall continue performance of all undisputed portions of this Order.

Notwithstanding the foregoing, either party may seek temporary, preliminary, or permanent injunctive relief, specific performance, or other equitable relief from any state or federal court of competent jurisdiction located in Delaware where such relief is necessary to prevent or address:

(a) Actual or threatened unauthorized use, disclosure, or misappropriation of confidential information, trade secrets, or proprietary information;

(b) Actual or threatened infringement or misuse of intellectual property;

(c) Actual or threatened violations of export-control laws, regulations, or restrictions, including ITAR, EAR, or DFARS export-control obligations; or

(d) Actual or threatened cybersecurity incidents, unauthorized system access, compromise of CDI, CUI, or other sensitive Buyer information.

Seeking such injunctive or equitable relief shall not waive, limit, or otherwise impair either party's right or obligation to arbitrate the underlying dispute, including any claim for damages or final merits determination.

17. BUYER-FURNISHED PROPERTY AND CUSTOMER PROPERTY

a) Scope. This Section 17 applies to all tools, equipment, materials, tooling, test equipment, fixtures, Information, and other property in Seller's care, custody, or control in connection with this Order ("Covered Property"), including (i) property furnished by Buyer, (ii) property owned by Buyer's customer or by the U.S. Government, and (iii) property owned by any third party, in each case regardless of whether such property was furnished to Seller by Buyer or delivered to Seller directly by Buyer's customer, the U.S. Government, or any other party at Buyer's direction.

b) Title. Covered Property remains the property of Buyer or of its actual owner, as applicable. No provision of this Order transfers title to Seller. Seller acquires no lien, security interest, or other rights in Covered Property, and shall keep it free of any lien or encumbrance arising through Seller.

c) Care and Use. Seller shall maintain Covered Property in good condition, use it only for performance of this Order, and not modify, relocate, or dispose of it without Buyer's prior written consent. Seller shall segregate and identify Covered Property so that it is distinguishable from Seller's own property and from property held for other customers.

d) Return. Seller shall return Covered Property to Buyer, or to such other party as Buyer directs in writing, in good condition upon Buyer's request or upon completion or termination of the Order, whichever occurs first.

e) Loss or Damage; Notice. Seller bears the risk of loss of or damage to Covered Property while it is in Seller's care, custody, or control, including while at any sub-tier supplier facility or in transit at Seller's risk. Seller shall notify Buyer in writing within twenty-four (24) hours of discovery of any loss, damage, theft, or misuse of Covered Property.

f) Ownership Not a Defense. Seller shall not assert Buyer's ownership or lack of ownership of any Covered Property as a basis for denying or limiting Seller's obligations under this Section 17 or Section 18.

g) Government Property. Where Covered Property is Government-furnished property, Seller shall additionally comply with FAR 52.245-1, DFARS 252.211-7007, and DFARS 252.245-7001 to the extent identified as applicable under the FAR/DFARS Government Contract Flow-down Matrix (MES-PO-FARDFARS-001) or on the face of this Order.

h) Flow Down. Seller shall flow down the substance of this Section 17 to any sub-tier supplier that will hold Covered Property.

18. INSURANCE

Seller shall maintain, at its sole cost and expense, the following minimum insurance coverages with insurers rated A-VII or better by A.M. Best (or equivalent):

Coverage Type	**Minimum Limit**

Workers' Compensation	Statutory limits as required by law
Employers' Liability	$1,000,000 per accident or disease
Commercial General Liability (incl. Products/Completed Operations & property damage)	$2,000,000 per occurrence / $2,000,000 aggregate
Automobile Liability	$1,000,000 combined single limit
Professional Liability / E&O (if providing services, design, engineering, or consulting)	$1,000,000 per claim
Aviation / Flight-Safety Critical Items (if applicable)	$5,000,000 aggregate minimum

Seller's insurance policies shall provide coverage for any loss of or damage to Covered Property, as defined in Section 17.a, while in Seller's care, custody, or control in connection with this Order and shall be in an amount not less than the full replacement value of the Covered Property in Seller's custody at any time. The insurance required by this paragraph is a minimum requirement and does not limit Seller's liability under Section 12 or Section 17.

Seller shall furnish certificates of insurance evidencing the required coverages before the first shipment under this Order. Where appropriate, Seller shall name Buyer and its subsidiaries as additional insureds on liability policies. Seller shall provide Buyer with at least thirty (30) days' prior written notice of any cancellation or material reduction in coverage.

19. PAYMENT

Payment terms are as stated on the face of this Order. Invoices must reference the Order number and be submitted electronically or mail. Buyer may withhold payment for nonconforming items or services until corrected. Buyer reserves the right of set-off against any amounts owed to Seller.

20. GENERAL PROVISIONS

a) Severability. If any provision is held invalid or unenforceable, the remaining provisions continue in full force.
b) Waiver. Buyer's failure to enforce any provision shall not constitute a waiver of that or any other provision.
c) Assignment. Seller shall not assign this Order or any rights or obligations hereunder without Buyer's prior written consent. Any unauthorized assignment is void.
d) Force Majeure. Neither party shall be liable for delays caused by circumstances beyond its reasonable control, provided the affected party gives prompt written notice and takes all reasonable steps to mitigate the delay. Force majeure does not excuse Seller's price or quality obligations. If a force majeure event continues for more than sixty (60) days, Buyer may terminate the Order without liability.

e) Notices. All notices shall be in writing and delivered to the address shown on the face of this Order or as otherwise designated in writing.

21. ORDER OF PRECEDENCE

a) In the event of any conflict, inconsistency, or ambiguity among the documents comprising this Order, the conflict shall be resolved by giving precedence in the following descending order:

- Applicable law, regulation, and any FAR, DFARS, or other statutory or regulatory clause incorporated by reference or applicable by operation of law;
    - Any written amendment or change order to this Order, with later-dated amendments taking precedence over earlier ones;
    - The face of the Purchase Order and any Order-specific flow-down attachment issued by Buyer;
    - Part II of this document (conditional Export Control and Cybersecurity Requirements), where the applicability conditions are met;
    - Part I of this document (general terms);
    - The FAR/DFARS Government Contract Flow-down Matrix (MES-PO-FARDFARS-001), where identified as applicable; and
    - Any drawing, specification, statement of work, or other document incorporated by reference.

b) More Stringent Requirement Controls. If two requirements can both be satisfied, Seller shall comply with the more stringent requirement. Nothing in this Section relieves Seller of an obligation that can be performed consistently with a higher-precedence document.

c) Notice of Conflict. Seller shall promptly notify Buyer in writing upon discovering any conflict, inconsistency, or ambiguity among the Order Documents and shall obtain Buyer's written direction before proceeding with the affected work. Costs resulting from Seller's failure to provide notice or obtain direction are for Seller's account.

22. DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM (DPAS)

a) Applicability. This Section applies only when the face of the Order, or an authorized Buyer-issued document incorporated into the Order, contains a valid DPAS priority rating under 15 C.F.R. Part 700.

b) Required Elements of a Rated Order. A rated Order must identify: (1) a priority rating consisting of a rating symbol (DO or DX) and program identification symbol; (2) required delivery date(s); (3) an authorized written or digital signature or name; and (4) a certification statement, in substance, that the Order is rated for national defense use and is subject to all provisions of the DPAS regulation, 15 C.F.R. Part 700. If a required element is missing, Seller shall promptly notify Buyer and shall not treat the Order as DPAS-rated unless and until the deficiency is corrected.

c) Acceptance or Rejection. To the extent Seller is a person located in the United States and receives a valid rated Order, Seller shall accept or reject the rated Order in writing within ten (10) working days after receipt of a DX-rated Order or fifteen (15) working days after receipt of a DO-rated Order, subject to the mandatory and optional rejection provisions of 15 C.F.R. § 700.13. If Seller cannot meet the required delivery date, Seller shall reject the Order for that date, state the reason in writing, and offer the earliest date on which delivery can be made. Seller shall not discriminate among customers in applying any permissible basis for rejection.

d) Preferential Scheduling and Performance. Seller shall schedule operations, including procurement, to satisfy accepted rated Orders. DX-rated Orders take precedence over DO-rated Orders, and rated Orders take precedence over unrated Orders, in accordance with 15 C.F.R. § 700.14. If delivery or performance is or may be delayed, Seller shall notify Buyer immediately, state the reason for the delay, and provide a new expected delivery or performance date; any verbal notice shall be confirmed in writing within one (1) working day.

e) Extension of Priority Ratings. When industrial resources from U.S. suppliers are required to fulfill a rated Order, Seller shall extend the applicable priority rating to qualifying purchase orders and subcontracts as required by 15 C.F.R. § 700.15 and related provisions. Each such rated order shall contain the required DPAS elements and shall be limited to quantities and delivery requirements needed to support the rated Order. Seller shall ensure applicable DPAS requirements are flowed down through the U.S. supply chain.

f) Records. Seller shall create and preserve accurate and complete records of transactions covered by DPAS for at least three (3) years, in sufficient detail to demonstrate compliance, and shall make such records available to authorized representatives of the U.S. Department of Commerce as required by 15 C.F.R. Part 700.91. A longer retention period stated elsewhere in this Order applies where it independently governs the same record.

g) Special Priorities Assistance. Seller shall promptly notify Buyer of any production, supply, or delivery conflict that cannot be resolved through normal DPAS procedures and shall reasonably cooperate with Buyer in connection with any request for Special Priorities Assistance under 15 C.F.R. Part 700.

23. – 29. RESERVED

Sections 23 through 29 are intentionally reserved for future use. No requirements are stated under these section numbers in this revision.

PART II — CONDITIONAL COMPLIANCE REQUIREMENTS

Part II applies only when the relevant condition is identified on the face of the Purchase Order or the stated applicability condition is met. The requirements in this Part II were previously issued as separate flow-down annexes and are now integrated into this document. Those annexes are superseded and withdrawn.

30. EXPORT CONTROL REQUIREMENTS

Integrated from MES-PO-EXPORT-001, Rev. F, April 2026, which is superseded by this Section.

30.1 Applicability

This Section applies whenever the Purchase Order involves, or is reasonably expected to involve, export-controlled technical data, hardware, software, services, or any information subject to the International Traffic in Arms Regulations (ITAR), Export Administration Regulations (EAR), or other U.S. export-control laws or sanctions, or when DFARS 252.225-7048 or a related export-control clause is identified as applicable on the face of the Purchase Order or in any Buyer-issued flow-down attachment.

30.2 Seller's Obligations

Seller shall, at its sole expense:

a) Comply fully with all applicable U.S. export-control laws and regulations, including the ITAR (22 C.F.R. Parts 120–130), EAR (15 C.F.R. Parts 730–774), and any applicable economic sanctions administered by the Office of Foreign Assets Control (OFAC).
b) Identify and classify all Items and Information under this Order as to whether they are subject to the United States Munitions List (USML) or Export Control Classification Number (ECCN) controls.
c) Promptly notify Buyer in writing if any Items, Information, or services under this Order are subject to export controls.
d) Obtain any required export licenses, authorizations, or approvals at Seller's sole cost and expense prior to any export, re-export, or transfer of controlled items or data.
e) Not export, re-export, disclose, or transfer any controlled technical data, hardware, software, or services to any foreign person or entity (including Seller's own foreign-national employees or foreign subsidiaries), whether located in the United States or abroad. This includes "deemed exports."
f) Where DFARS 252.225-7048 is applicable, comply with that clause in full.
g) Where program data is managed by the Defense Logistics Agency (DLA), maintain a current U.S./Canada Joint Certification Program (JCP) certification, complete the required DLA training ("Introduction to Proper Handling of DOD Export Controlled Technical Data") and the DLA "Export-Controlled Technical Data Questionnaire," and obtain approval from the DLA controlling authority prior to accessing such data. DLA will not delay award for an ineligible supplier to obtain approval. Instructions are available at https://www.dla.mil/HQ/LogisticsOperations/EnhancedValidation/.

h) Maintain complete and accurate records of all export-related activities for a minimum of five (5) years from the date of the last export, or as otherwise required by law.

i) Screen all customers, sub-tier suppliers, and visitors against U.S. Government restricted party lists and immediately report any "Red Flags" (e.g., vague end-use statements, evasive responses, or unusual delivery requirements) to Buyer.

30.3 Flow-Down to Sub-Tier Suppliers

Seller shall flow down the substance of this Section (and all applicable export-control clauses) to all sub-tier suppliers and subcontractors that will handle export-controlled Items or Information.

30.4 Representations and Warranties

By accepting this Order, Seller expressly represents and warrants that:

- It is in full compliance with all applicable export-control laws and sanctions.
- It will maintain such compliance throughout the performance of this Order and for any period required by law.
- It will immediately notify Buyer of any actual or suspected violation of export-control requirements related to this Order.

30.5 Right of Access and Audit

Buyer, its customers, and authorized government representatives shall have the right to review Seller's compliance with this Section upon reasonable notice.

30.6 Remedies for Non-Compliance

Failure to comply with any provision of this Section constitutes material breach of the Purchase Order. In addition to all other remedies available at law or under the Order, Buyer may immediately terminate the Order for default and seek all resulting damages, including any fines, penalties, or losses incurred by Buyer due to Seller's non-compliance.

30.7 Survival

Seller's obligations under this Section survive termination or expiration of the Purchase Order for as long as Seller retains or has access to any export-controlled Items or Information.

30.8 Incorporated Clauses (by Reference)

Clause	**Title**
DFARS 252.225-7048	Export-Controlled Items
ITAR	22 C.F.R. Parts 120–130
EAR	15 C.F.R. Parts 730–774

Full text of all FAR and DFARS clauses is available at https://www.acquisition.gov.

30.9 Additional Resources (for Seller's Convenience)

Resource	**URL**
Directorate of Defense Trade Controls (DDTC)	https://www.pmddtc.state.gov/
Bureau of Industry and Security (BIS)	https://www.bis.doc.gov/
DLA Joint Certification Program (JCP)	https://www.dla.mil/Portals/104/Documents/JCP/

31. CYBERSECURITY REQUIREMENTS

Integrated from MES-PO-CYBER-001, Rev. F, April 2026, which is superseded by this Section.

31.1 Applicability

This Section applies whenever the Purchase Order involves, or is reasonably expected to involve, access to, storage, processing, or transmission of Covered Defense Information (CDI), Controlled Unclassified Information (CUI), or any other information requiring safeguarding under U.S. Government cybersecurity requirements, or when DFARS 252.204-7012 or a related cybersecurity clause is identified as applicable on the face of the Purchase Order or in any Buyer-issued flow-down attachment.

31.2 Seller's Obligations

Seller shall, at its sole expense:

a) Provide adequate security on all covered contractor information systems in accordance with DFARS 252.204-7012, "Safeguarding Covered Defense Information and Cyber Incident Reporting."
b) Comply fully with NIST SP 800-171 security requirements for all applicable information systems.
c) Maintain a current summary-level score for its NIST SP 800-171 assessment(s) and ensure that score is posted in the Supplier Performance Risk System (SPRS) at https://www.sprs.csd.disa.mil/ in accordance with DFARS 252.204-7020 prior to accepting this Order and keep the score current thereafter.
d) Comply with all applicable Cybersecurity Maturity Model Certification (CMMC) requirements and maintain a current CMMC status at the level specified on the face of the Order or in an applicable flow-down attachment, in accordance with DFARS 252.204-7021 and 32 C.F.R. Part 170.
e) Implement the basic safeguarding requirements of FAR 52.204-21 for any covered contractor information systems not otherwise subject to DFARS 252.204-7012.

31.3 Representations and Warranties

By accepting this Order, Seller expressly represents and warrants that:

It has implemented the NIST SP 800-171 security requirements (or higher, if required by CMMC) on all applicable information systems.

Its current NIST SP 800-171 assessment summary score is posted in SPRS and remains valid.

It will maintain compliance with all applicable cybersecurity requirements throughout the performance of this Order and for any period required by law or the Order.

31.4 Cyber Incident Reporting

Seller shall report any cyber incident that affects Buyer's information, CDI, or deliverables to the DoD Cyber Crime Center (DC3) within 72 hours of discovery, as required by DFARS 252.204-7012, and shall simultaneously provide written notice of the incident to Buyer.

31.5 Flow-Down to Sub-Tier Suppliers

Seller shall flow down the substance of this Section (and all applicable DFARS/FAR cybersecurity clauses) to all sub-tier suppliers and subcontractors that will handle CDI, CUI, or other sensitive Buyer information.

31.6 Right of Access and Audit

Buyer, its customers, and authorized government representatives shall have the right to review Seller's compliance with this Section upon reasonable notice.

31.7 Remedies for Non-Compliance

Failure to comply with any provision of this Section constitutes material breach of the Purchase Order. In addition to all other remedies available at law or under the Order, Buyer may immediately terminate the Order for default and seek all resulting damages.

31.8 Survival

Seller's obligations under this Section survive termination or expiration of the Purchase Order for as long as Seller retains or has access to any CDI, CUI, or Buyer information.

31.9 Incorporated Clauses (by Reference)

Clause	**Title**
DFARS 252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting
DFARS 252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements
DFARS 252.204-7020	NIST SP 800-171 DoD Assessment Requirements
DFARS 252.204-7021	Contractor Compliance With the Cybersecurity Maturity Model Certification Level Requirements

FAR 52.204-21	Basic Safeguarding of Covered Contractor Information Systems

Full text of all FAR and DFARS clauses is available at https://www.acquisition.gov.

31.10 Additional Resources (for Seller's Convenience)

Resource	**URL**
NIST SP 800-171 Rev. 3	https://csrc.nist.gov/publications/detail/sp/800-171/rev-3/final
DoD CMMC Program	https://dodcio.defense.gov/CMMC/
Supplier Performance Risk System (SPRS)	https://www.sprs.csd.disa.mil/

32. FAR/DFARS GOVERNMENT CONTRACT FLOWDOWNS — INCORPORATED BY REFERENCE

Where this Order supports a U.S. Government prime contract or subcontract, MES-PO-FARDFARS-001 (current revision) is incorporated by reference only to the extent identified on the face of the Order or in a Buyer-issued flow-down attachment. Seller shall obtain the current revision from Buyer and comply with each applicable clause and required lower-tier flow-down.

Where a clause in MES-PO-FARDFARS-001 requires Seller to include the substance of that clause in lower-tier subcontracts, Seller shall do so. Full text of all FAR and DFARS clauses is available at https://www.acquisition.gov.

REVISION HISTORY

Rev	Date	Description of Change
A	April 2026	Initial release. Issued with companion flow-down documents MES-PO-EXPORT-001 (Export Control Flowdown Annex), MES-PO-CYBER-001 (Cybersecurity Flowdown Annex), and MES-PO-FARDFARS-001 (FAR/DFARS Government Contract Flowdown Matrix).
B	August 2026	Administrative: Section 9.b list numbering corrected to (1)–(4); obsolete Section 15 revision note removed; Section 20.g annex table updated to MES-PO-CYBER-001 Rev. F. Substantive: Section 17 retitled and expanded to define Covered Property and address title, care, segregation, return, risk of loss, notice, ownership waiver, Government property, and flow down; Section 18 property-coverage requirement extended to full Covered Property scope including sub-tier and in-transit locations at full replacement value; Section 12 restructured into enumerated carve-outs with Covered Property loss excluded from the Order-price cap and not limited to replacement cost.