

**1. SCOPE**

**1.1 Terms and Conditions**

These Terms and Conditions apply to the sale by FIELD AEROSPACE to Customer of Goods and/or Services requested by Customer and incorporated into a Purchase Order to FIELD AEROSPACE.

**2. DEFINITIONS**

**2.1 Definitions**

"**Agreement**" means these Terms and Conditions together with the accompanying Proposal as later defined;

"**Confidential Information**" means any information which either party considers proprietary, which is not generally known to the public and which the disclosing party delivers or communicates to the receiving party in confidence.

"**Goods**" or "**Services**" or "**Product**" means those goods or services or final product identified in the Agreement and/or Purchase Order, which Customer wishes to purchase from FIELD AEROSPACE and which may be changed by mutual agreement of the parties.

**3. ORDERING PROCEDURE**

**3.1 Purchase Price**

The Purchase Price for the requested Goods and Services shall be as offered to Customer in a valid, specific, written quotation or within a proposal issued by FIELD AEROSPACE (a "Proposal"). The Quote or Proposal shall be valid for thirty (30) days after issuance, except as otherwise provided for in the quote or Proposal. Unless otherwise stated, prices may be subject to adjustment for foreign exchange, purchase or sales tax, customers' tariff or other direct taxes, between the date of Quote or Proposal and the date of shipment. FIELD AEROSPACE may change its prices at any time without prior notice to Customer, but such change shall not affect any outstanding and valid Quote or Proposal.

**3.2 Purchase Order**

Customer may purchase the Goods and Services by sending a purchase order which shall constitute a firm offer to purchase and shall identify by quantity, part number and description of the Goods or Services that Customer desires to purchase, the price thereof in accordance with the Quote or Proposal (the "Purchase Price"), the billing and shipping address, and the requested delivery dates (a "Purchase Order"). All Purchase Orders shall contain language stating that the FIELD AEROSPACE quote or proposal is incorporated into the Purchase Order. All Purchase Orders are subject to these Terms and Conditions and to review and written acceptance by FIELD AEROSPACE.

**3.3 Taxes and Duties**

The Purchase Price shall not include, and Customer shall reimburse FIELD AEROSPACE for, any and all taxes and/or duties assessed against or payable by FIELD AEROSPACE in connection with the sale of the Goods or Services, except for taxes imposed upon FIELD AEROSPACE's net income. If Customer claims to be exempt from any sales, use, excise or other taxes, then Customer shall deliver to FIELD AEROSPACE the appropriate exemption certification.

**3.4 Packing and Shipping**

Unless specifically and separately priced by FIELD AEROSPACE in the proposal, the Purchase Price shall not include, and Customer shall pay FIELD AEROSPACE for, any and all charges for packing requirements exceeding FIELD AEROSPACE's commercial standards and Customer shall pay for, or promptly reimburse FIELD AEROSPACE if FIELD AEROSPACE pays for, the shipment of any Goods from FIELD AEROSPACE's facility to the destination designated by Customer. FIELD AEROSPACE shall prepay all applicable shipping charges, unless (a) the Purchase Order requests shipment "Collect" and identifies the carrier and Customer's account number with that carrier, and (b) Customer or its agent coordinates shipment with FIELD AEROSPACE in advance of delivery.

**4. PAYMENT TERMS**

**4.1 Invoice**

Prior to shipment of any Goods or completion of any Services by FIELD AEROSPACE or as per the mutually agreed payment terms and/or milestone schedule set forth in the Agreement, FIELD AEROSPACE shall issue to Customer an invoice(s) describing the requested Goods and the Purchase Price thereof. Each invoice shall also show the total amount due to FIELD AEROSPACE from Customer (the "Invoice Total"), which shall include the Purchase Price and any applicable taxes and other shipping costs or charges that are the responsibility of the Customer.

**4.2 Payment**

Payments shall be made prior to the shipment of any Goods or completion of any Services by FIELD AEROSPACE or as otherwise stipulated in the Agreement. Interest shall accrue on any past due amount at the lesser of (a) 18% per annum, or (b) the maximum rate permitted by applicable law.

**4.3 Credit Rating**

If Customer's credit rating is downgraded or Customer's payment history with FIELD AEROSPACE under this Agreement indicates that, in the opinion of FIELD AEROSPACE, Customer is unable or unwilling to comply with the payment terms of this Agreement, then, notwithstanding any provision of this Agreement to the contrary, FIELD AEROSPACE may, without prejudice to any other remedy which it may have at law or in equity, reject any unaccepted Purchase Order or delay shipment of any Goods until FIELD AEROSPACE and Customer have agreed on revised payment terms. If, despite any default by the Customer, FIELD AEROSPACE elects to continue to make shipments, its action shall not constitute a waiver of any default by the Customer or in any way preclude FIELD AEROSPACE's right to exercise any other remedies available to it herein, in law or in equity. Upon the cancellation of any order, the Customer undertakes to indemnify FIELD AEROSPACE against all losses, including the cost of all labor, materials, overhead, damages, charges and expenses arising out of the order and its cancellation.

**5. DELIVERY, TITLE AND RISK OF LOSS**

**5.1 Delivery**

Delivery shall be made FOB Origin, FIELD AEROSPACE's facility for U.S. Shipments and F.C.A. (Incoterms, 2010), FIELD AEROSPACE's facility for non-U.S. shipments. FIELD AEROSPACE shall pack each item for shipment in accordance with FIELD AEROSPACE's commercial standards, except as the parties may otherwise mutually agree. In the absence of express instructions from the Customer, FIELD AEROSPACE shall, in its sole discretion, determine best shipment, routing and common carrier to be utilized. FIELD AEROSPACE will use reasonable commercial efforts to ship orders within the time quoted for shipment. Times quoted for shipment will date from acceptance by FIELD AEROSPACE of the Customer's order, and will be subject to the issuance of any necessary import permits and licenses.

**5.2 Title**

Title to the Product shall vest in Customer upon its payment and delivery to the carrier by FIELD AEROSPACE. Title to any software, documentation, other Confidential Information and other material, information or data delivered to Customer under this Agreement shall remain vested solely in FIELD AEROSPACE or its licensors.

**5.3 Risk of Loss**

Risk of loss or damage to any Product shall pass to Customer upon delivery to the carrier by FIELD AEROSPACE.

**5.4 Export Controls**

(a) If any Product delivered or disclosed to Customer under this Agreement is subject to Export Administration Regulations administered by the United States Department of Commerce, or any other export requirement or law of any country (collectively "Export Requirements"), then Customer shall not export or re-export such Product, documentation, or technology except in compliance with such Export Requirements.

(b) FIELD AEROSPACE shall provide to Customer a complete list of all controlled or dual use parts or components that FIELD AEROSPACE will acquire and incorporate in the Product, as per the requirements of any governmental agency having authority over such parts or components including without limitation, the U.S. Department of Commerce, U.S. Department of State, and U.S. Department of Defense. To this end, FIELD AEROSPACE shall complete and update the list with respect to any items that are identified as being controlled goods in accordance with ITAR and ECCN.

**6. ACCEPTANCE**

**6.1 Acceptance**

The Product shall be deemed to have been accepted by Customer when the related risk of loss or damage passes to Customer under this Agreement.

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## 7. WARRANTY

### 7.1 Warranty

(a) FIELD AEROSPACE warrants that the Product to be furnished by FIELD AEROSPACE hereunder at the time of delivery is free from defects in design (having regard to the state of the art as it existed at the time the design of the defective part was conceived), defects in material and defects in workmanship, excluding normal wear and tear. FIELD AEROSPACE warrants that services performed are free from defects in workmanship. If any such defect is discovered in any Product within twelve (12) months after its delivery to or acceptance by the Customer, whichever occurs first, hereinafter referred to as the Defect Liability Period, then subject to the provisions of this Article 7, FIELD AEROSPACE's sole obligation and liability under this Agreement shall be, at its option, to either repair, replace or correct the defective item/service, free of charge.

(b) Notwithstanding Article 7.1 (a), the provisions of this Article 7 apply only to the Product, excluding any vendor parts. Except as specifically provided under this Article 7, FIELD AEROSPACE shall have no liability or responsibility for any vendor parts and the warranties for those vendor parts shall be the responsibility of the vendor and a matter as between Customer and vendor.

### 7.2.1 No Obligation

FIELD AEROSPACE's obligation under this Article 7 does not extend to any Product which has been altered after its delivery otherwise than by FIELD AEROSPACE, at FIELD AEROSPACE's request, or with FIELD AEROSPACE's prior written approval or from which the manufacturer's trade mark or name or serial numbers have been removed or which have deteriorated through normal wear and tear or through negligence, accident or misuse, otherwise than on the part of FIELD AEROSPACE or which are consumable items or items with a prescribed shelf life less than the Defect Liability Period defined herein.

### 7.3 Warranty Claims

(a) Customer shall give prompt written notice to FIELD AEROSPACE of the discovery of an alleged defect in a Product and shall dispatch to FIELD AEROSPACE's premises (or elsewhere as directed by FIELD AEROSPACE) the Product alleged to be defective within 30 (thirty) calendar days of the said discovery. The Product shall be properly packed and marked with the name and full address of Customer accompanied by a defect report explaining the nature and circumstances of the defect arising. At the same time Customer shall forward all particulars of the claim to FIELD AEROSPACE and the reasons therefore. FIELD AEROSPACE shall have the exclusive right to determine whether a defective item shall be repaired or replaced. The cost of transportation involved in the return of any Product to FIELD AEROSPACE under the provisions of this Article 7 shall be the responsibility of Customer as the case may be and the cost of transportation from FIELD AEROSPACE to Customer as the case may be shall be borne by FIELD AEROSPACE in cases where such item is proven to have been defective and FIELD AEROSPACE admits that such defect is covered under this Article 7, otherwise the cost for returning the item shall also be the responsibility of Customer.

(b) Any defective item shall become the property of FIELD AEROSPACE and any warranty item which has been repaired or replaced shall become the property of Customer.

### 7.4 Limitation

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, THE PROVISIONS OF THIS ARTICLE CONSTITUTE CUSTOMER'S SOLE REMEDY UNDER THIS AGREEMENT WITH RESPECT TO ANY DEFECTIVE PRODUCT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS ARTICLE, FIELD AEROSPACE MAKES NO REPRESENTATION, WARRANTY, OR CONDITION OF ANY KIND BY STATUTE, USAGE, CUSTOM OF THE TRADE OR OTHERWISE WITH RESPECT TO THE PRODUCT, AND FIELD AEROSPACE DISCLAIMS ANY AND ALL IMPLIED WARRANTIES RELATING THERETO, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY INTENDED OR PARTICULAR PURPOSE.

## 8. DOCUMENTATION

### 8.1 Documentation

Where applicable, FIELD AEROSPACE shall deliver to Customer one set of standard documentation relating to any Goods or Services purchased or licensed under this Agreement on suitable media chosen solely by FIELD AEROSPACE.

## 9. CLAIMS FOR PATENT INFRINGEMENT

### 9.1 FIELD AEROSPACE

Except as otherwise provided in this Article, FIELD AEROSPACE shall defend Customer against any claim, action or proceeding brought against Customer based upon a substantive allegation that any Product infringes any United States patent, copyright, trade secret or other intellectual property right of any third party (a "Claim"), and indemnify Customer against, and hold Customer harmless from, any and all costs and damages finally awarded against Customer that are directly attributable to such Claim, if (a) Customer delivers to FIELD AEROSPACE written notice of the Claim and any actions taken in connection therewith promptly after Customer first receives notice thereof (and in any event before any of FIELD AEROSPACE's rights are prejudiced), (b) Customer grants to FIELD AEROSPACE the sole authority to assume the defense thereof, and the sole right to settle the Claim, through counsel chosen solely by FIELD AEROSPACE, and (c) Customer reasonably co-operates with FIELD AEROSPACE in connection therewith.

### 9.2 Injunction

If any third party obtains an injunction against Customer's use of any Product as a result of any Claim, or if FIELD AEROSPACE determines, in its sole discretion, that Customer's use of any Product may be subject to a Claim, then FIELD AEROSPACE may (a) procure for Customer the right to continue to use the Product or (b) replace or modify the Product with a functionally-equivalent or better Product so that Customer's use is not subject to a Claim. If FIELD AEROSPACE determines that it cannot accomplish either of the foregoing in a commercially reasonable manner, then, upon the request of FIELD AEROSPACE, (a) Customer shall deliver the Product to FIELD AEROSPACE, and (b) FIELD AEROSPACE shall promptly refund to Customer the depreciated value of the Product.

### 9.3 Limitation

FIELD AEROSPACE shall have no liability for any Claim based upon or resulting from (a) the use of any Product produced in accordance with Customer's specifications, designs or special instructions, (b) the combination of any Product with any product not provided by FIELD AEROSPACE, if the Product, alone, would not have resulted in such infringement, (c) the use of any Product in a manner not contemplated by this Agreement or (d) the modification of any Product by any person other than FIELD AEROSPACE.

### 9.4 Customer

Customer shall defend FIELD AEROSPACE against any Claim, and indemnify FIELD AEROSPACE against, and hold FIELD AEROSPACE harmless from, any and all costs and damages incurred by FIELD AEROSPACE arising from such Claim, if the alleged infringement arises out of (a) the use of any Product produced in accordance with Customer's specifications, designs or special instructions, (b) the combination of any Product with any item not provided by FIELD AEROSPACE, if the Product, alone, would not have resulted in such infringement, (c) the use of any Product in a manner not contemplated by this Agreement or (d) the modification of any Product by any person other than FIELD AEROSPACE. FIELD AEROSPACE shall have no obligations under this Article with respect to any such Claim.

### 9.5 Entire Liability

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, THE PROVISIONS OF THIS ARTICLE CONSTITUTE CUSTOMER'S SOLE REMEDY UNDER THIS AGREEMENT WITH RESPECT TO ANY CLAIM OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS ARTICLE, FIELD AEROSPACE MAKES NO REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND WITH RESPECT TO ANY SUCH CLAIM, AND FIELD AEROSPACE DISCLAIMS ANY AND ALL IMPLIED WARRANTIES RELATING THERETO, INCLUDING BUT NOT LIMITED TO NON-INFRINGEMENT OF ANY RIGHTS OF THIRD PARTIES.

### 10. INDEMNIFICATION AND LIMITATION OF LIABILITY

(a) NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, REGARDLESS OF THE FORM OR CAUSE OF ACTION WHETHER IN CONTRACT OR TORT OR THE NUMBER OF CLAIMS, AND WHETHER IN RESPECT OF A BREACH OR DEFAULT IN THE NATURE OF A BREACH OF CONDITION OR FUNDAMENTAL TERM OR A FUNDAMENTAL BREACH: (A) NEITHER FIELD AEROSPACE NOR ANY OF FIELD AEROSPACE'S SUPPLIERS OR LICENSORS SHALL HAVE ANY LIABILITY TO CUSTOMER FOR ANY PUNITIVE, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY LOST REVENUES OR PROFITS) ARISING OUT OF THIS AGREEMENT.

(b) To the extent that this Agreement covers a Product or Services performed to Customer's specifications, Customer acknowledges that FIELD AEROSPACE is not liable for any defect in design and Customer

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further agrees to indemnify and hold FIELD AEROSPACE and all of its officers, agents, servants, subsidiaries and employees, or any of them, harmless from any loss, damage, liability or expense and for all reasonable costs and expenses including legal fees and disbursements, on account of damage to property, and injuries, including death, to all persons arising from any occurrence caused by such defect in design.

## 11. TERMINATION

### 11.1 Termination by either party

Either party may terminate this Agreement at any time by delivering to the other party notice thereof if: (a) the other party becomes bankrupt, makes an assignment for the benefit of its creditors, or if its assets vest or become subject to the rights of any trustee, receiver or other administrator; or (b) bankruptcy, reorganisation or insolvency proceedings are instituted against the other party and not dismissed within fifteen (15) days.

### 11.2 Material Breach

If Customer is in material breach of this Agreement, and the breach continues for more than thirty (30) days after FIELD AEROSPACE delivers to Customer notice thereof and a reasonably detailed statement of the subject matter of the breach, then FIELD AEROSPACE may either (a) suspend performance of any or all of its obligations under this Agreement for as long as the breach continues or (b) terminate the Agreement. If FIELD AEROSPACE chooses to suspend performance of its obligations then said Services will resume upon Customer's remedy of the breach. Any additional costs incurred by FIELD AEROSPACE occasioned by the stoppage and subsequent resumption of the Services shall be added to the Purchase Price and FIELD AEROSPACE will be allowed an extension of time in the delivery schedule of the Services, which shall not be shorter than the period of suspension of the Services, in order to complete its obligations hereunder. If FIELD AEROSPACE chooses to terminate the Agreement then FIELD AEROSPACE shall be entitled to receive compensation for all amounts due in accordance with the Purchase Price which it has incurred up until the time of termination plus reasonable profit thereon, including reasonable compensation for the resources directly used for winding-up purposes, which total sum shall not exceed the total value of the Purchase Order.

## 12. EXCUSABLE DELAY

### 12.1 Excusable delay

If FIELD AEROSPACE is prevented or delayed, directly or indirectly, from performing any of its obligations under the Agreement by an Excusable Delay as defined herein, FIELD AEROSPACE shall not be liable for, and shall not be in default under the Agreement on account of, such delay or non-performance and the time fixed or required for the performance of any obligation in the Agreement shall be extended for a period equal to the period during which any such event or the effects thereof shall persist. Excusable Delay means an event or circumstance which is beyond the reasonable control of FIELD AEROSPACE, its subcontractors and suppliers, and includes, without limitation, the following: (a) force majeure or acts of God; (b) war, warlike operations, act of the enemy, armed aggression, civil commotion, insurrection, terrorism, riot or embargo; (c) fire, explosion, earthquake, lightning, flood, drought, windstorm or other action of the elements, or weather conditions or other catastrophic or serious accidents; (d) epidemic or quarantine restrictions; (e) any legislation, act, order, directive or regulation of any governmental or other duly constituted authority; (f) strikes, lock-out, walk-out, and/or other labor troubles causing cessation, slow-down or interruption of work; (g) delay in obtaining any airworthiness approval or certificate, or any equivalent approval or certification, by reason of any law or governmental order, directive or regulation or any change thereto, or interpretation thereof, by a governmental agency or regulatory authority, the effective date of which is subsequent to the date of the Agreement, or by reason of any change or addition made by FIELD AEROSPACE as a result of a request of or requirement made by a governmental agency to the compliance program of FIELD AEROSPACE or of its affiliate, or any part thereof, as same may have been approved by the Federal Aviation Administration, or change to the interpretation thereof to obtain any such airworthiness approval or certificate or such equivalent.

### 12.2 Termination

If due to Excusable Delay, delivery of the Product is delayed for more than twelve (12) months after the last day of the original scheduled delivery date for the Product or any revised date agreed to by the parties, either party may within seven (7) days of such day or date terminate the Agreement by giving notice to the other party.

### 12.3 Obligations and liabilities

Termination under Article 12.2 shall discharge all obligations and liabilities of Customer and FIELD AEROSPACE hereunder with respect to such delayed Product or Services. FIELD AEROSPACE shall promptly repay to Customer all advance payments (if any) less amounts due for Services performed and the reasonable and substantiated cost and expenses of material and components (including in-process material and components) procured in the scope of the Services, and of those portions of the Services that have been completed and will be transferred to Customer. FIELD AEROSPACE's sole liability and responsibility shall be limited to such repayment to Customer, of all the above payments for such Services received by Supplier less any amount due by Customer to FIELD AEROSPACE.

## 13. INTELLECTUAL PROPERTY

13.1 For purposes of this Agreement, the term Intellectual Property shall mean patented and unpatented inventions, mask works, copyrighted works, trade secrets, know-how and proprietary information of either party (hereinafter "Background Intellectual Property"). It is mutually understood and agreed that neither party shall acquire, directly or by implication, any rights in any Background Intellectual Property of the other party owned, controlled, acquired, developed, authored, conceived or reduced to practice prior to or outside the performance of this Agreement, including but not limited to, inventions described and claimed in applications for U.S. Letters Patent filed prior to the date of this Agreement, except as expressly provided herein or in any resulting subcontract between the Parties. Such Background Intellectual Property pertaining to each party is proprietary to such party.

13.2 This Agreement does not confer or grant, in any manner whatsoever, any license or right under any patent, trademark, trade secret, mask work, copyright or other intellectual property right held by FIELD AEROSPACE unless specifically set forth in the body of the Purchase Order.

13.3 Any invention, discovery, proprietary information, mask work, software, system, data, or report resulting from the work performed under this Agreement (hereafter "Foreground Intellectual Property") shall be the sole property of the Field AEROSPACE. All patents, copyrights, trade secrets, trademarks, mask works or other Foreground Intellectual Property resulting from work under this Agreement shall be the sole property of Field AEROSPACE.

## 14. GENERAL

### 14.1 Survival

Sections 4, 5.4, 7, 10, 11, 13 and 14 shall survive termination or expiry of this Agreement.

### 14.2 Notices

Any notice provided hereunder shall be in writing and (a) transmitted by personal delivery, (b) posted by certified first class mail with proper postage, return receipt requested, or (c) transmitted by facsimile transmission. Any such notice shall be effective on the earlier of (a) confirmation of receipt or (b) five (5) days after the date of posting or transmission. All such notices shall be addressed as set forth below the respective party's name and signature on the signature page of the Agreement.

### 14.3 Expenses

Except as otherwise provided in this Agreement, each party shall bear any and all costs and expenses incurred by it in connection with the performance of its rights and obligations under this Agreement.

### 14.4 Laws and Regulations

Each party shall comply with all applicable laws, legislative and regulatory requirements of any governmental authority relating to the matters contemplated by this Agreement.

### 14.5 No Publicity

Except as otherwise provided by applicable law, neither party shall disclose the existence of this Agreement or any of the terms or conditions hereof or otherwise use the name of the other party or any of its affiliates in any press release or other publication, without the prior written consent of such party, provided that FIELD AEROSPACE shall be entitled to refer publicly to the fact that Customer is its client and Customer shall be entitled to refer publicly to the fact that FIELD AEROSPACE is one of its suppliers.

### 14.6 Assignment

Customer shall not assign or otherwise transfer any of its rights or delegate any of its obligations under this Agreement, without the prior written consent of FIELD AEROSPACE. FIELD AEROSPACE may assign or otherwise transfer any of its rights or delegate any of its obligations under this Agreement, without the prior consent of Customer.

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## 14.7 No Partnership

Nothing contained in this Agreement shall confer upon any person other than the parties any rights under this Agreement. Nothing contained in this Agreement shall create any partnership, employment, joint venture or agency relationship between the parties.

## 14.8 Waivers

Except as otherwise provided in this Agreement, no provision of this Agreement shall be modified, supplemented or waived except by a writing executed by the party to be bound thereby. No waiver of any provision of this Agreement shall constitute a continuing waiver of such provision or a waiver of any other provision of this Agreement. Failure by either party at any time to demand performance by the other party, or to claim a breach, of any provision of this Agreement shall not constitute a waiver or otherwise affect the rights of such party.

## 14.9 Severance

If any provision of this Agreement is, for any reason, held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included.

## 14.10 Governing Law

This Agreement is made in Oklahoma, USA and shall be subject to and construed in accordance with the laws of the State of Oklahoma, without regard to conflict of law principles.

Any claim, controversy, or dispute that may arise under or in connection with any Purchase Order issued pursuant to this Subcontract with respect to the rights, duties, or obligations of the Parties shall be reduced to writing and submitted for resolution to ascending levels of management of the respective Parties up to the Chief Executive Officer. Any dispute that cannot be resolved to both Parties' mutual satisfaction, after good faith negotiations, within ninety (90) days from the date the written claim is received by the other Party, or such additional time as the Parties agree upon, in writing, may be settled by appropriate legal proceedings including, without limitation, arbitration or litigation. The Subcontractor shall proceed diligently with performance pending resolution of any such dispute by settlement or final judgment. No report to credit agencies shall be made by Subcontractor until dispute is resolved by settlement or final judgment. By accepting any Purchase Order issued pursuant to this Subcontract, the Subcontractor consents to this condition in its entirety.

## 14.11 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior oral or written agreements, commitments, quotations, proposals, representations, warranties or understandings of any nature whatsoever between the parties with respect to the subject matter hereof. These terms and conditions of sale apply to all quotations, and any subsequent supply of Products or Services by FIELD AEROSPACE to Customer. Acceptance of any Purchase Order is made upon the express understanding that it will be governed by the terms and conditions set out herein, and that any additional or conflicting terms and conditions accompanying a Purchase Order shall, absent express agreement to the contrary, be void and of no force or effect. In the event of any conflict between any provision of these general terms and conditions and any provision of the Agreement, (a) the provision of this Agreement shall prevail, and (b) to the extent possible, the provisions shall be construed to minimize the conflict. In the event of any conflict between any provision of this Agreement or these general terms and conditions and any provision of any Customer Purchase Order, (a) the provision of the Agreement shall prevail, and (b) the provision of the Purchase Order shall have no force or effect whatsoever.

## 14.12 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.