

Approved: 3/16/2018 2:37 PM - Austin Kiddoo	Approved: 3/16/2018 3:04 PM - Steve Hecimovich	Approved: 3/16/2018 4:43 PM - Tobin Ruhde
Approved: 3/19/2018 9:15 AM - Heather Stump	Approved: 3/19/2018 7:51 AM - Pamela Ziemlewicz - Quality Manager	



**THIS PURCHASE ORDER SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**

1. **OFFER TO PURCHASE:** This Purchase Order (hereafter referred to as "Order") is an offer from Latitude Corp. (also registered to do business in Arizona as Latitude South Corp. FN) to the Seller and does not constitute an acceptance by Latitude Corp. ("Latitude") of any offer to sell, quotation, or proposal from Seller (individually and collectively, "Seller Form"). Any reference in this Order to such Seller Form is solely for the purpose of incorporating the description and specifications of the goods and services identified therein, but only to the extent that such description and specifications do not conflict with the description and specifications in this Order. By either acknowledging receipt of this Order in writing or placing the goods and services described in this Order in production, Seller expressly accepts and agrees to all the terms and conditions of sale contained in the Order. Acceptance by Seller of this Order is subject to and limited to the terms of this Order. Until Seller accepts this Order by written acknowledgement or by placing goods and services in production, Latitude may unilaterally rescind this Order. **ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS CONTAINED IN ANY SELLER FORM, CONFIRMATION, OR ACKNOWLEDGEMENT OF THIS ORDER SHALL BE OF NO EFFECT AND SHALL NOT BE BINDING UPON LATITUDE UNLESS SUCH TERM OR CONDITION HAS BEEN ACCEPTED BY LATITUDE IN WRITING. NOTIFICATION OF LATITUDE'S OBJECTION IS HEREBY GIVEN TO ANY TERM IN ANY RESPONSE TO THIS ORDER OR ANY OTHER SELLER FORM THAT DOES NOT EXACTLY MATCH THE TERMS OF THIS ORDER. FURTHERMORE, WRITTEN ACCEPTANCE BY LATITUDE OF ANY SUCH ADDITIONAL TERM OR CONDITIONS SHALL NOT CONSTITUTE AN ACCEPTANCE OF ANY OTHER TERMS OR CONDITIONS.**
2. **NO ORAL MODIFICATION OR VARIANCES:** This Order is intended by the parties to be the final, exclusive, complete, and fully integrated expression of Seller and Latitude's agreement and its terms. Therefore, this Order shall constitute the entire agreement between the Seller and Latitude and no other understanding shall limit, modify or vary its terms unless reduced to writing and agreed to by Seller and Latitude.
3. **WARRANTIES AND REPRESENTATIONS:** The Seller expressly warrants that all goods and services covered by the Order will conform to the specifications, drawings, samples and other descriptions upon which this Order is based, shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defect, and not be or contain counterfeit parts as defined in relevant Federal Acquisition Regulations (FAR) or Department of Defense FAR Supplement (DFARS) provisions. Latitude's inspection, test, acceptance or use of the goods or services furnished hereunder shall not affect the Seller's obligation under this warranty, and such warranty shall survive any such inspection, test, acceptance or use. This warranty shall run to Latitude, its successors, assigns and customers and the users of its products. The Seller agrees to promptly correct defects in any goods or services not conforming to the foregoing warranty, by repair or replacement at the facility where the goods are located, without expense to Latitude, when notified of such non-conformity by Latitude. In the event of a failure by the Seller to correct defects, Latitude may make such corrections and charge the Seller for the costs incurred thereby. In the event that Latitude sends Seller goods to an independent laboratory for analysis and finds that the results are not consistent with the Warranties and Representations described above, Seller agrees to pay all costs of analysis. The Seller warrants that all perishable product has at least half of its useful life remaining at the time of delivery to Latitude.
4. **NON-CONFORMING PRODUCT:** Seller shall notify Latitude of any non-conforming product immediately. Seller must obtain Latitude's disposition and/or approval of any non-conforming product prior to shipment. Seller must request and submit a deviation form as means of approval. Latitude will approve or refuse the non-conformance and then return the deviation form to Seller with final disposition. If approved, all product shipping under the deviation must have a signed copy of that deviation attached to the product when shipped. This provision shall flow down to all related subcontracts. Unless Latitude has approved the shipment of non-conforming product, all product may be rejected by Latitude and returned or held at Seller's expense and risk and Latitude may charge to Seller all expenses arising from the inspection, unpacking, examining, repacking,

storing, and reshipping the non-conforming product, in addition to holding Seller liable for any and all damages arising from any breach or default under this Order.

5. **PROCESSING CHANGES:** Seller shall notify Latitude of any changes in product and/or process, changes of suppliers, or changes of manufacturing facility location and Seller shall obtain Latitude's prior approval for said changes. Seller shall include this provision in all related subcontracts.
6. **INSPECTION:** All goods will be subject to Latitude's inspection and rejection at place of delivery. All goods not fully up to standard and not in compliance with the specifications in this Order, or shipped contrary to instructions, or in excess of the quantities herein provided, or substituted for goods described, or violating any statute, regulation, or rule may be deemed defective and rejected by Latitude. Defective goods may be returned to the Seller for full credit or replacement at the Seller's risk and expense, including transportation charges both ways, but no defective goods shall be replaced without a formal replacement order signed by Latitude.
7. **DELIVERY:** Seller shall deliver the product within the time, in the quantities, and at the prices specified on the face of the Order. If Seller fails to comply with such requirements, Latitude may, in addition to any other rights or remedies, cancel this Order and be relieved of all liability for any undelivered portion. Seller shall promptly notify Latitude, in writing, of any anticipated or actual delay, the reasons for the delay and the actions being taken by Seller to overcome or minimize the delay. Such notifications shall in no way relieve the Seller of its obligations under this Order. Seller shall not unreasonably anticipate delivery by purchasing materials or manufacturing quantities in excess of what is reasonably required to meet Latitude's delivery schedule. Products received in advance of Latitude's delivery schedule may, at Latitude's option, be returned at Seller's expense or be accepted and payment withheld until the scheduled delivery date. Latitude agrees to accept deliveries (5) days early and (0) days late without penalty.
  - When applicable, MSDS Sheets must accompany product with each shipment
  - All raw material must have a CoC attached to the product for each shipment
8. **INDEMNITY:** Seller shall indemnify, hold harmless, and defend Latitude from and against all damages, liabilities, claims, losses, and expenses (including attorney's fees), arising out of or resulting in any way from any defect in the goods or services purchased hereunder, from any breach of the Order, and from any act or omission of Seller, its agents, employees or subcontractors.
9. **PATENTS:** The Seller agrees, at its own expense, to defend any suit or action against Latitude or against those selling or using the goods or services covered by this Order for alleged infringement of patent, invention, design, copyright, or royalty rights arising from the sale, resale or use of such goods or services and further agrees to indemnify Latitude for any damages, liabilities, claims, losses or expenses (including attorney's fees) paid or incurred by Latitude in connection with any such suit or action, whether against Latitude or against those selling or using the goods or services covered by this Order. Further, the Seller hereby guarantees continuous operation of any goods purchased hereunder in the event of any such claimed infringement. Seller's indemnification obligation under this section 9 does not apply to goods and services supplied pursuant to Latitude's design and specifications.
10. **PROPRIETARY INFORMATION AND TOOLS:** Any dies, molds, patterns, tools, specifications, drawings, designs, manufacturing data and other information transmitted to Seller by Latitude in connection with the performance of this Order are and shall remain the property of Latitude and are disclosed in confidence upon the condition that they are not reproduced or copied or used for furnishing information or equipment to others, or for any purpose detrimental to the interest of Latitude. Title to all patterns, jigs, fixtures, cuts, molds, tools, dies, etc. furnished or paid for by Latitude shall remain titled in Latitude's name and are to be maintained by Seller in good working order, at the Seller's risk and are to be used only on Latitude's products, and are to be delivered to Latitude or to Latitude's order in good working condition immediately upon demand upon completion of any orders requiring the use of these tools. All patterns, molds, tools, dies, etc., furnished at Seller's expense shall be kept in good condition and replaced at Seller's expense when necessary.
11. **REPRESENTATIONS REGARDING COMPLIANCE WITH LAWS:** In fulfilling any part or all of this Order, Seller for itself and its subcontractors agrees to comply with all provisions of federal and state laws and regulations and local ordinances applicable to the performance of, or the supplying of goods and services covered by this Order. Seller agrees to indemnify, hold harmless, and defend Latitude against all liability and claims arising out of or related to Seller's failure to comply.
12. **PACKAGING:** Each package, bill of lading, shipping document, packing slip and invoice must be clearly marked with Latitude's Order number. Packing slips must accompany each shipment and clearly state order number, part number, quantity and ship date. All products shall be packaged in such way to arrive at Latitude's

dock without damage and in accordance with requirements of the common carrier so as to obtain lowest transportation costs. Latitude shall have the right to route all shipments. No charge shall be made to Latitude for packaging, boxing, or cartage unless separately itemized on the face of the Order. Seller shall be liable to Latitude for any loss or damage resulting from Seller's failure to act so as to provide adequate protection during shipment. Additional expenses, charges or claims incurred as a result of deviation from the specified route, non-compliance with other shipping instructions or improper description of the shipment in shipping documents shall be the Seller's responsibility.

13. TAXES. Except as otherwise expressly set forth on the face of this Order, Latitude shall not be liable for any federal, state, or local taxes, duties, customs, or assessments of any kind in connection with the sale, purchase, transportation, use or possession of the products ordered.
14. NO ASSIGNMENT: Neither party shall assign or transfer this Order without the written consent of the other.
15. TERMINATION FOR CONVENIENCE (a) Latitude may, by written notice, terminate this Order for convenience and without cause in whole or in part, at any time, and such termination shall not constitute default. In the event of partial termination, Seller is not excused from performance of the non-terminated balance of work under the Order. (b) In the event of termination for convenience by Latitude, Seller shall be reimbursed for actual reasonable, substantiated and allocable costs, plus a reasonable profit for work performed to date of termination. Any termination settlement proposal shall be submitted to Latitude promptly, but no later than sixty (60) days from the effective date of the termination. In no event shall the amount of any settlement be in excess of the Order value. Latitude may take immediate possession of all goods, complete or incomplete, and all products resulting from services upon written notice of termination to Seller.
16. TERMINATION FOR DEFAULT (a) Latitude 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. Latitude 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. (b) In the event of Seller's default hereunder, Latitude 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, including but not limited to, Seller's liability for Latitude's excess re-procurement costs for goods or services. (c) If this Order is terminated for default, Latitude may require Seller to transfer title to, and deliver to Latitude, as directed by Latitude, 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" in this Section) that Seller has specifically produced or acquired for the terminated portion of this Order. Upon direction of Latitude, Seller shall also protect and preserve property in its possession in which Latitude has an interest.
17. CHANGES: (a) Latitude shall have the right by written notice to suspend or stop work or to make changes from time to time in the services to be rendered or the goods to be furnished by Seller hereunder or the delivery schedule. If such suspension, stoppage or changes cause an increase or decrease in the cost of performance of this Purchase Order or in the time required for its performance, an equitable adjustment shall be negotiated promptly and the Purchase Order shall be modified in writing accordingly. Any claim by Seller for adjustment under this Paragraph 15(a) must be asserted in writing within ten (10) days from the date of receipt by Seller of notification of the change or suspension and shall be followed as soon as practicable with specification of the amount claimed and supporting cost figures. However, nothing herein shall excuse Seller from proceeding with this Purchase Order as changed pending resolution of the claim. (b) Information, advice, approvals or instructions given by Latitude's technical personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect Latitude's and Seller's rights and obligations hereunder unless set forth in a writing which is signed by Latitude's Purchasing Representative and which states it constitutes an amendment or change to this Purchase Order.
18. DISPUTES: Any disagreement or claim arising in connection with this Order shall be submitted in writing by Latitude or the Seller to the senior management of the other party for resolution. If the parties are unable to resolve the dispute within 10 business days after notification or such later date as agreed in writing, the parties may agree to arbitration or either party may submit the dispute to a court of competent jurisdiction.

Pending resolution or settlement of any dispute arising under this Order, Seller will proceed diligently as directed by Latitude with the performance of this Order

19. **RIGHT OF ENTRY:** Latitude and its customers and regulatory authorities shall have right of access to Seller's facility involved in this specific Order, including all applicable records for review at a time mutually convenient for both parties as required under AS9100 standards.
20. **QUALITY SYSTEM REQUIREMENT FLOWDOWN:** Seller is required to include all Latitude and Latitude customer requirements in Seller's agreements with subcontractors and sub-tier suppliers.
21. **RECORDS:** Seller hereby agrees to protect and maintain records related to this Order for a minimum of 7 years (unless otherwise specified in the Order) with defined controls for protection, retrieval, and product traceability.
22. **CALIBRATION SERVICE:** Seller will ensure that its equipment is calibrated to the industry standard or manufacture specification. Seller must comply with ANSIZ540 or equivalent standard. A Certificate of Calibration is required that is traceable to NIST or other national measureable standards. Calibration frequency is annual unless otherwise specified.
23. **ATTORNEY FEES:** Seller expressly agrees to pay all reasonable attorney fees and all other expenses incurred by Latitude in enforcing its rights hereunder.
24. **GOVERNING LAW, JURISDICTION, AND VENUE:** This Order, the parties' performance hereunder, and all associated rights and obligations arising between the parties shall be governed by the case and statutory laws of the State of Wisconsin, without regard to its conflicts of law principals. Seller hereby consents to personal jurisdiction in the State of Wisconsin and with respect to any legal action instituted by Seller or Latitude related to the goods and services described in this Order, Seller and Latitude expressly agree to the exclusive jurisdiction of the courts of the State of Wisconsin, and further agree that venue for any legal proceeding between the parties shall lie exclusively in Dane County, Wisconsin.
25. **US GOVERNMENT CONTRACTS:** If this Order indicates that it pertains to a US Government Contract, additional provisions apply as specified or referenced to on the order. Any priority code must flow down to all related subcontracts.
26. **CONFLICT MATERIALS:** Seller represents and warrants that the goods and services delivered pursuant to all or any part of this Order shall be "DRC conflict free" and shall not contain "Conflict Minerals" originating from any of the "Covered Countries", in each case as such terms are defined by the Securities Exchange Commission pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act, as may be amended from time to time. "Conflict Minerals" are tin (Cassiterite), tungsten (Wolframite), tantalum (Columbite-tantalite or coltan) and gold, and the derivative metals from these materials. The "Covered Countries" include the Democratic Republic of the Congo, Angola, Burundi, Central African Republic, The Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda and Zambia. Seller shall provide Latitude with an opportunity to audit from time to time the source of the Conflict Minerals contained in any or all or any part of the goods and services. Seller will indemnify, hold harmless, and defend Latitude from any costs, fines or penalties that it incurs if Seller does not comply with this section.
27. **MERCURY FREE CERTIFICATION:** Seller warrants and certifies that goods furnished shall be free from contamination by the presence of mercury.
28. **COUNTERFEIT PARTS:** Seller represents that it maintains a policy and has a program in place to prevent it from purchasing and selling parts that are counterfeit or suspect or using counterfeit or suspect parts in its manufacturing processes. Seller warrants that parts provided are not suspect or counterfeit and no suspect or counterfeit parts were used in the production process.
29. **QUALITY SYSTEM:** Seller understands that Latitude is an aerospace supplier, and that it is paramount to product safety that Seller's products continually meet or exceed specifications described in the PO. Seller is expected to rigorously and ethically apply a comprehensive quality/production management system.