

Purchase Agreement

This Purchase Agreement ("**Agreement**") is between the Purchaser and the ("**Seller**"), Unitech Tool and Machine, a TCMG corporation. By shipping the Purchased Products or performing the Purchased Services specified in this Agreement, Seller accepts this Agreement and all its terms and conditions.

1. ACCEPTANCE OF ORDER: Seller must (i) confirm the receipt of each purchase order under this Agreement, and (ii) explicitly inform the Purchaser of either acceptance or rejection of the purchase order within ten (10) calendar days. If Seller fails to accept or reject a purchase order within ten (10) calendar days will be interpreted as a rejection of that order. Acceptances must be provided in writing, electronically, or verbally. Seller is obligated to acknowledge all purchase orders within ten (10) calendar days; otherwise, the Purchaser reserves the right to cancel the order without prior notification.
2. TITLE: Title to the goods outlined in this order immediately transfers to the Purchaser as soon as they arrive at the Purchaser's receiving dock (F.O.B. or FCA Purchaser's dock), unless stated otherwise on this order or agreed upon in writing. This provision for title transfer upholds the Purchaser's unrestricted right to inspect and doesn't signify final acceptance. Should the Purchaser choose to return any items because they don't meet this order's requirements, the title for those items will instantly revert to the Seller once they're handed to a carrier.
3. PACKAGING: All items associated with this order must be packaged adequately to ensure they qualify for the most economical shipping rates and meet the carrier's specifications. Any special packaging requirements must be communicated and agreed upon in advance, with the Seller entitled to recover the associated costs. Packaging or crating charges will only be accepted if explicitly mentioned in this order. Every package should clearly display the quantity, contents, the Seller's name, and the order number.
4. CHANGES & OBSOLESCENCE:
 - (i) The Purchaser retains the right to request modifications to this Agreement as deemed necessary, including, but not limited to, changes in delivery dates, delivery locations, quantities, and item specifics. Any such changes shall be mutually agreed upon, with appropriate adjustments to the price or delivery timeline
 - (ii) The seller shall not make any changes to the goods or services without the written consent of the purchaser before implementing said changes within the 365-day notification period.
 - (iii) The Seller agrees to comply with any additional controls required by the Purchaser to prevent the use of counterfeit or unapproved products, as may be specified on the Purchase Order or communicated separately.

5. **PRICE:** In the absence of a stated price in this order, the Seller shall charge the Purchaser based on the current market price as of the order date. However, should market conditions change significantly, the Seller reserves the right to adjust the price accordingly, with notice to the Purchaser. The Seller's price should not surpass the most recent quotation provided to the Purchaser unless justified by market changes..
6. **PAYMENT:** The agreed-upon price for goods or services is clearly outlined in this Agreement. The Purchaser shall remit payment within 30 days from the receipt of a properly itemized and accurate invoice unless a different timeline or terms have been explicitly established by the Purchaser in writing. In the event of late payment, the Purchaser shall incur a penalty of 1.5% per month on the outstanding amount. The Seller may offer early payment discounts, subject to mutual agreement.
7. **QUALITY ASSURANCE:** The Seller is committed to delivering goods that strictly adhere to the standards and specifications outlined by the Purchaser. The Purchaser's satisfaction is important, and any feedback or observations on potential non-conformities must be reported promptly to the Seller. The Seller will address and rectify any discrepancies within a reasonable period before the Purchaser seeks other remedies or returns the goods. Unless Seller notifies Purchaser in writing, Seller warrants that each good and service provided to Purchaser is identical in all material aspects
8. **DELIVERY AND TIMELY PERFORMANCE:** Ensuring timely delivery is important to both parties. The Seller will make reasonable efforts to adhere to the delivery dates specified in this order. However, if delays occur due to circumstances beyond the Seller's control, the Seller shall promptly notify the Purchaser and propose a new delivery date. The Purchaser agrees to consider reasonable extensions of the delivery schedule before rejecting the delivered goods and services.
9. **RIGHT OF REJECTION:** The Purchaser holds the discretion to send back, at the Seller's cost, any goods delivered under this order that fail to adhere to the specified terms, provided that the Purchaser gives specific reasons for such rejection. The Seller shall have the opportunity to correct any deficiencies or replace the non-conforming goods within a reasonable period. Alternatively, the Purchaser may choose to retain the portion of the delivered goods that meets the criteria and send back the non-conforming items to the Seller, also at the Seller's expense. In this scenario, the Purchaser's payment will only reflect the proportional amount of the total order price corresponding to the accepted goods. However, if the retained quantity falls below the threshold required for any bulk discounts or pricing tiers, the Purchaser agrees that such discounts shall no longer apply, and

the pricing for the accepted goods will be adjusted accordingly to reflect the appropriate rate for the reduced quantity. The Seller shall be given an opportunity to cure the non-conformity by replacing or correcting the non-conforming items within a reasonable period of receiving the returned goods. If the Seller successfully cures the non-conformity, the original order terms, including any bulk discounts, shall remain in effect.

10. CONTINGENCIES: Should the Purchaser or Seller be unable to fulfill obligations due to events such as fire, explosions, earthquakes, wars, floods, accidents, transportation disruptions, labor disputes, or any unforeseen events beyond the Purchaser's control, including operational interruptions, then the agreed quantity in this order can be adjusted to reflect the missed shipments or delays. Both parties will work together in good faith to determine the appropriate adjustments and continued performance under the Agreement.
11. CANCELLATION: The Purchaser reserves the right to cancel any part or the entirety of this order upon giving either written or telephonic notice. In the event of cancellation, the Seller shall be entitled to seek compensation for work completed or materials procured up to the cancellation date. The Purchaser and Seller will work together to determine a fair and reasonable compensation amount. Any such cancellation will be executed without affecting either party's rights to make claims pertaining to work completed or materials delivered up until the cancellation date.
12. INTELLECTUAL PROPERTY. The Seller is obligated to protect and indemnify the Purchaser against any potential liabilities, damages, costs, or expenses (inclusive of reasonable legal fees) arising from claims or legal actions alleging infringement or misappropriation of patents, trade secrets, or copyrights tied to the goods or services provided under this order by the Seller. Should any such claim or action arise, the Seller, upon the Purchaser's request, commits to defending the Purchaser, bearing all associated costs. Any intellectual property or technological advancements developed jointly will be jointly owned unless otherwise agreed. The Purchaser retains ownership of any pre-existing intellectual property and grants the Seller a limited, non-exclusive license to use such intellectual property solely for the purposes of this Agreement.
13. COMPLIANCE WITH LAWS AND STANDARDS: The Seller commits to fully complying with all applicable laws and regulations, with particular emphasis on the Fair Labor Standards Act of 1933. All relevant directives, such as those set forth in Executive Order 11246, will be faithfully observed.
14. ORDER ADJUSTMENTS: Both parties maintain the right to collaboratively discuss and adjust any aspects of the order or its cancellation, with all adjustments requiring mutual agreement in writing and being fair to both parties.

15. **INDEPENDENT STATUS:** The intent of this order is strictly for the procurement of materials and/or services. It does not establish the Seller as an agent or subcontractor of the Purchaser in any capacity. The Seller bears all responsibilities related to "social security" legislation, including but not limited to unemployment insurance, old age benefits, and workers' compensation laws, within the U.S. or any state or governing body. This covers individuals employed by the Seller for this order's execution. The Seller will shield and indemnify the Purchaser from any associated liabilities.
16. **COMPLIANCE WITH EXECUTIVE ORDER:** This purchase order is subject to the provisions of Executive Order 11246, as amended, including all related rules and regulations from the Office of Federal Contract Compliance Programs (OFCCP) and the amended Small Business Act. Exemptions will be considered based on the specific rules and orders pertinent to these regulations.
17. **TAXES INCLUDED:** The quoted purchase price covers all existing and future taxes and governmental charges related to the production, sale, shipment, or use of the materials outlined in the order date. Should any new taxes or governmental charges be introduced after the order date, the Seller reserves the right to adjust prices accordingly. If the Purchaser incur any costs due to the Seller's non-payment of these taxes or charges, the Seller commits to reimbursing the Purchaser for those costs.
18. **PROPRIETARY MATERIALS:** All photographs, specifications, drawings, blueprints, designs, and similar materials (hereafter referred to as "Purchaser Designs") provided or funded by the Purchaser are to be treated with utmost confidentiality by the Seller. The Seller will not use them beyond the scope of this order without obtaining written consent from the Purchaser. Upon request, the Seller agrees to return all copies of these materials. The Seller may also request the return of proprietary materials provided to the Purchaser after the order is fulfilled. The intellectual property rights, trade secrets, and any inventions within these designs remain the sole property of the Purchaser. The Purchaser and their subsidiaries, customers, and regulatory authorities retain the right of access to all supplier facilities involved in aerospace order(s) and to all applicable production records.
19. **EQUIPMENT OWNERSHIP:** Any tools, dies, molds, fixtures, photographs, proofs, printing plates, and similar items (collectively termed "Purchaser Items") that are either provided for this order or financed by the Purchaser are recognized as Purchaser's property. The Seller retains possession of these items until full payment is received for the order. The Purchaser reserves the right to retrieve these items from the Seller's location upon a written request. The Seller is obligated to ensure that these items are consistently well-maintained and kept in optimal working condition.

20. **INVOICING:** The Seller assures timely and accurate invoicing that aligns with the order specifics.
21. **QUALITY GUARANTEE:** The Seller promises to uphold industry standards, delivering products that match the given specifications and are free of material defects.
22. **INDEMNITY:** The Seller takes responsibility for the products/services provided, ensuring their safety and quality. The Purchaser must notify the Seller of any indemnity claims within a reasonable timeframe to allow the Seller to address the issue. The Seller's indemnity obligations shall be limited to direct damages, not to exceed the total cost of the order in question and exclude any indirect or consequential damages.
23. **ASSIGNMENT:** Any transfer or delegation of this order can only proceed with the joint agreement of both parties.
24. **GOVERNING LAWS:** All dealings under this order will adhere to California laws. Should disputes arise, efforts will be made for an amicable resolution through negotiation or arbitration. If necessary, legal proceedings will occur in the courts of Santa Clara County, California.
25. **FOUNDATION OF UNDERSTANDING:** This document stands as a testament to our shared understanding. Both parties must approve any changes or amendments.
26. **ADHERENCE TO REGULATIONS:** The Seller commits to adhering to the FAR clause 52.219-8 when applicable.
27. **COMMUNICATION CLARITY:** To maintain transparency, it's crucial to include all pertinent details and reference numbers in any communication related to this order. The Seller's acceptance signifies the validation of this order.
28. **TERMS ACKNOWLEDGMENT:** By proceeding with this order, both parties agree to the terms outlined in this Agreement. In the event that any terms in the purchase order, Purchaser's terms, or any other related documents conflict with or contradict the terms of this Agreement, the terms of this Agreement shall control and take precedence.

SELLER'S ORDER NUMBER AND STOCK NUMBERS ARE MANDATORY ON ALL INVOICES, PACKING SLIPS, BILLS OF LADING, AND ALL RELATED CORRESPONDENCE. SHOULD THE SELLER'S STOCK NUMBER BE ABSENT FROM THE ORDER, THE PURCHASER MUST USE THEIR OWN STOCK NUMBER. EACH SHIPMENT MUST INCLUDE DUPLICATE PACKING SLIPS. THE SELLER MUST CONFIRM THE DELIVERY DATE UPON ORDER ACCEPTANCE. BY SUBMITTING AND/OR ACCEPTING THIS ORDER, THE PARTIES AGREE UNCONDITIONALLY TO ALL TERMS CONTAINED HEREIN.