

EOS DEFENSE SYSTEMS USA, INC.
STANDARD TERMS AND CONDITIONS

IMPORTANT: THE FOLLOWING TERMS AND CONDITIONS APPLY TO AND CONSTITUTE AN OPERATIVE PART OF ALL EOS DEFENSE SYSTEMS USA, INC. PURCHASE ORDERS/CONTRACTS IDENTIFIED AS "TYPE 1" ON THE FACE THEREOF. DEFINITIONS OF TERMS CAN BE FOUND AT THE END OF THESE TERMS AND CONDITIONS.

BINDING EFFECT OF TERMS AND CONDITIONS AND NON-EFFECTIVENESS OF DIFFERENT, ADDITIONAL, OR CONFLICTING TERMS OR CONDITIONS

1. THESE TERMS AND CONDITIONS CONSTITUTE AND FORM A BINDING PART OF THE PURCHASE ORDER AND, EXCEPT IF OTHERWISE PROVIDED HEREIN:
 - 1.1 SUPPLIER SHALL BE DEEMED TO HAVE ACCEPTED AND OTHERWISE ASSENTED TO THE PURCHASE ORDER AND EACH OF THESE TERMS AND CONDITIONS, IF:
 - 1.1.1 SUPPLIER ACKNOWLEDGES ACCEPTANCE OF THE PURCHASE ORDER; OR
 - 1.1.2 A DELIVERABLE OR ANY PART THEREOF IS SHIPPED OR OTHERWISE PROVIDED TO PURCHASER; OR
 - 1.1.3 AN INVOICE IS PRESENTED TO PURCHASER IN CONNECTION WITH THE PURCHASE ORDER OR ANY DELIVERABLE.
 - 1.2 EXCEPT IF PURCHASER CONSENTS IN ACCORDANCE WITH **PARAGRAPH 3** OF THESE TERMS AND CONDITIONS, SUPPLIER MAY **NOT** ACCEPT THE PURCHASE ORDER ON THE BASIS OF ANY TERM OR CONDITION THAT IS DIFFERENT FROM, IN ADDITION TO OR CONFLICTS WITH THE PURCHASE ORDER OR ANY OF THESE TERMS AND CONDITIONS, AND SUPPLIER SHALL BE DEEMED, FOR ALL PURPOSES, TO HAVE ACCEPTED THE PURCHASE ORDER, INCLUDING EACH OF THESE TERMS AND CONDITIONS, UPON DOING OF ANY OF THE ACTS DESCRIBED IN **SUB-PARAGRAPH 1.1** HEREOF.
 - 1.3 ANY TERM OR CONDITION CONTAINED IN (i) A PROPOSAL OR PREVIOUS PURCHASE ORDER THAT THE PURCHASE ORDER REPLACES OR SUPERCEDES, OR (ii) ANY SUBSEQUENT ACKNOWLEDGMENT OR ACCEPTANCE OF THE PURCHASE ORDER OR OF THE TRANSACTION EVIDENCED HEREBY, THAT IS DIFFERENT FROM, IN ADDITION TO OR CONFLICTS WITH THE PURCHASE ORDER OR THESE TERMS AND CONDITIONS, **IS HEREBY REJECTED** BY PURCHASER WITH CONTINUING EFFECT, WHETHER OR NOT PURCHASER IS AWARE AT THE TIME OF THE ISSUE OF THE PURCHASE ORDER OR THEREAFTER BECOMES AWARE OF SUCH DIFFERENT, ADDITIONAL OR CONFLICTING TERM OR CONDITION, AND WHETHER OR NOT SUCH TERM OR CONDITION WOULD MATERIALLY ALTER THE PURCHASE ORDER OR ANY OF THESE TERMS AND CONDITIONS, AND WHETHER OR NOT PURCHASER GIVES WRITTEN NOTICE OF OBJECTION THERETO.
 - 1.4 EXCEPT AS MODIFIED IN ACCORDANCE WITH **PARAGRAPH 3** OF THESE TERMS AND CONDITIONS, PURCHASER HEREBY REAFFIRMS THE OFFER CONTAINED IN THE PURCHASE ORDER, INCLUDING THESE TERMS AND CONDITIONS, WITH CONTINUING EFFECT UNLESS CANCELLED OR OTHERWISE REVOKED, REPUDIATED OR RETRACTED BY PURCHASER, AND ANY CONDUCT OF SUPPLIER DESCRIBED IN **PARAGRAPH 1.1** HEREOF SHALL BE DEEMED TO CONSTITUTE SUPPLIER'S ACCEPTANCE OF THE PURCHASE ORDER, INCLUDING EACH OF THESE TERMS AND CONDITIONS, WITHOUT ANY DIFFERENT, ADDITIONAL OR CONFLICTING TERMS OR CONDITIONS.
2. Except as otherwise provided herein, these Terms and Conditions shall control in case of any conflict with any term or condition stated on the face of the Purchase Order or in any document attached to the Purchase Order or incorporated by reference.
3. No other term or condition or specification provided by Supplier shall be deemed to be binding upon Purchaser, except if Purchaser expressly agrees in writing, executed by an officer of Purchaser at the level of Executive Vice-President or higher, to accept such conflicting term or condition or specification in place of an identified specification or term or condition of these Terms and Conditions, and in such case Purchaser's consent shall be limited only to the change expressly agreed in the writing and shall not be construed to affect any other part of the Purchase Order or of these Terms and Conditions.
4. Notwithstanding anything to the contrary stated or implied in the Purchase Order, Purchaser may cancel or revoke the Purchase Order for any or no reason at any time prior to Purchaser's receipt of Supplier's unqualified written notice of acceptance thereof.

SPECIFICATIONS AND QUALITY CONTROL

5. All Deliverables shall conform to the Specifications, and Supplier may not change, alter or otherwise deviate from the Specifications, except as provided in **paragraph 3** of these Terms and Conditions. Any request to change, alter or deviate from the Specifications must be made by written request to Purchaser's Purchasing Manager.

6. Supplier shall have primary responsibility and liability for the supply of all Deliverables, including, without limitation, with respect to all matters of quantity, compliance with Specifications, and quality, and whether or not a Deliverable or any part or portion thereof is supplied directly by Supplier or by a third party pursuant to a subcontract with Supplier, and regardless of whether Purchaser has consented to any such third party arrangement.
7. Supplier shall, upon reasonable notice from Purchaser, permit one or more designated employees or representatives of Purchaser to inspect the Deliverables at Supplier's premises and, to the extent that, in the reasonable opinion of Purchaser, additional inspection is appropriate under the circumstances, the inspection may include examination of Supplier's manufacturing procedures and facilities. To the extent applicable, Supplier shall ensure Purchaser has the same right of inspection at the premises of any third party subcontractor of Supplier.
8. Supplier shall provide to Purchaser copies of all test results and/or signed certificates of conformance referred to in the Purchase Order, if any, in respect of each delivery hereunder.

DELIVERY, RISK OF LOSS, TRANSFER OF TITLE, ACCEPTANCE AND REJECTION OF SHIPMENT, AND DELIVERY DELAY

9. Unless otherwise stated in the Purchase Order or as modified by routing letter signed by Purchaser's purchasing agent, all shippable Deliverables shall be delivered to Purchaser's premises at **2865 Wall Triana Highway SW, Huntsville AL 35824**. Any Deliverable that must be transported internationally shall be shipped **DDP** (INCOTERMS 2000). Any Deliverables that must be transported wholly within the United States shall be shipped **CIF** (Cost, Insurance, and Freight) or prepaid and added **CF** (Cost and Freight).
10. Without in any way limiting **paragraph 9** of these Terms and Conditions and notwithstanding any statutory provision to the contrary:
 - 10.1 title to a Deliverable in the form of goods shall transfer to Purchaser upon identification of the Deliverable to the Purchase Order;
 - 10.2 risk of loss of a Deliverable in the form of goods shall pass to Purchaser only upon receipt by Purchaser at Purchaser's specified end destination and acceptance of the Deliverable by Purchaser;
 - 10.3 transportation charges on goods delivered must be prepaid and charges for unauthorized transportation will not be allowed or accepted;
 - 10.4 any unauthorized shipment that will result in excess transportation charges must be fully prepaid by Supplier; and
 - 10.5 Purchaser may accept delivery of any Deliverable with unauthorized transportation charges that are not prepaid, in which case Purchaser shall be entitled to offset and deduct any amounts paid or incurred by Purchaser on account of such unauthorized transportation charges from any amounts then or thereafter due to Supplier.
11. Purchaser shall not be considered to have accepted a Deliverable until Purchaser has completed, without objection or rejection, verification of documentation, inspection of the Deliverable, and any appropriate testing of Deliverables at Purchaser's facilities or other specified place of delivery.
12. Purchaser may accept, without prejudice, a portion of any non-conforming shipment, and may, at its option, require Supplier, at Supplier's sole cost and expense, to repair or replace any defective or non-conforming Deliverable.
13. Final acceptance of a Deliverable shall not be conclusive with respect to or otherwise constitute a waiver of latent defects, fraud or gross mistake.
14. In the event Supplier, for any reason, anticipates difficulty in complying with the required delivery date or performance schedule under the Purchase Order, or in meeting any of other requirements thereof, including these Terms and Conditions, Supplier shall promptly notify Purchaser thereof in writing.
15. Purchaser may terminate the whole or any part of the Purchase Order if Supplier:
 - 15.1 fails to perform any of the provisions of the Purchase Order;
 - 15.2 so fails to make progress as to endanger performance of the Purchase Order in accordance with its terms; or
 - 15.3 fails to provide a written assurance of timely performance in form and substance acceptable to Purchaser upon demand therefor; or
 - 15.4 becomes insolvent or makes a general assignment for the benefit of its creditors, or if a petition under any bankruptcy act or similar statute is filed by or against Supplier, and Supplier does not cure such failure or cure such insolvency within **ten (10) days** of demand therefor, or such longer period as Purchaser may authorize in writing.
16. Upon termination of the Purchase Order pursuant to **paragraph 15** of these Terms and Conditions, Purchaser may procure, on such reasonable terms as Purchaser, in its sole discretion, deems appropriate, supplies or services similar to those so terminated, and Supplier shall continue performance under the Purchase Order to the extent not terminated and shall be liable to Purchaser for any excess costs for such similar supplies or services.
17. In lieu of Purchaser's termination for default under **paragraph 15** of these Terms and Conditions, Purchaser may, in its sole discretion, (a) extend the delivery schedule and/or (b) waive other deficiencies in Supplier's performance, in which case Purchaser shall be entitled to an equitable reduction in the Purchase Order price.

18. If Supplier does not comply with the delivery schedule or performance schedule, Purchaser may require the Deliverables to be transported by the fastest means available to approximate the required delivery schedule, and Supplier shall be solely liable for and shall prepay any additional charges that result from the revised transportation.
19. The rights and remedies of Purchaser provided in **paragraphs 15 through 18** are not exclusive and shall be in addition to any other rights and remedies available in law or under the Purchase Order, including these Terms and Conditions.

SHIPPING

20. All Deliverables must be properly packed for shipment.
21. All Deliverables shall be properly identified with Purchaser's order number releasing shipments against the Purchase Order and the Purchase Order item number or other identification number shown for the relevant Deliverable.
22. All shipments must comply with Purchaser's standard routing and shipping instructions and, if such instructions are not attached to the Purchase Order or have not been previously supplied to Supplier, Supplier must request such instructions from Purchaser prior to packaging and shipment.
23. Purchaser shall not be required to pay and will not accept any charges for packing, crating, express or cartage that are not specified in the Purchase Order.
24. Supplier shall be solely liable for any loss or damage, whenever or wherever occurring, that results from any improper packaging or crating.

PRICING AND PAYMENT

25. Except as hereafter provided, Purchaser shall pay the price stated in the Purchase Order for each Deliverables delivered and accepted or services rendered and accepted, pursuant to all properly submitted and received invoices.
26. Purchaser may withhold, deduct or set-off all, or an appropriate portion of, any payment due under an invoice if Supplier has failed to perform required work in accordance with the terms of the Purchase Order, including these Terms and Conditions.
27. Purchaser shall not be required to honor a minimum charge, unless it has agreed to such charge in writing prior to shipment.
28. Prices under the Purchase Order may not be increased, nor any of these Terms and Conditions changed, without the written consent of Purchaser.
29. Supplier covenants that the price of each Deliverable does not exceed Supplier's lowest lawful prices in effect on the date of the Purchase Order for comparable quantities of similar items, and agrees that Purchaser shall be damaged to the extent of and shall be entitled to recover from Supplier any difference in the event of a breach of such covenant.
30. After all parts are received and have been deemed acceptable, the purchaser shall pay "**net invoices**" in the next appropriate cycle after receipt of the suppliers invoice.

PROPRIETARY INFORMATION, CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

31. All information concerning the matter referred to in the Purchase Order, including the existence of the Purchase Order, is confidential and shall be treated as Proprietary Information under these Terms and Conditions.
32. Supplier acknowledges that it has been or will be given access to the Proprietary Information solely for purposes of the Authorized Use, and agrees that it:
 - 32.1 may not use the Proprietary Information for any other purpose;
 - 32.2 must keep the Proprietary Information confidential at all times;
 - 32.3 may not copy or modify the Proprietary Information, or any copy, adaptation, transcription, or merged portion thereof, except for such copies as may be reasonably required for accomplishment of the Authorized Use or except as expressly authorized by Purchaser;
 - 32.4 may disclose the Proprietary Information only to its own employees who have a legitimate need to know such Proprietary Information in order to accomplish the Authorized Use; and
 - 32.5 may not disclose the Proprietary Information to any third party, including, without limitation, subcontractors, consultants, agents or other non-employees of Supplier, or other persons, without the prior written consent of Purchaser.
33. Purchaser is the sole and exclusive owner or licensee of all rights, title, and interests in and to the Proprietary Information, including all copyrights, trade secrets, patents, pending patent applications, and the right to apply for patents, subject only to any rights and privileges expressly granted by or to Purchaser, and claims and reserves all rights and benefits afforded under federal, foreign and international law in all software programs and/or documentation included in the Proprietary Information as copyrighted works.
34. Neither the disclosure of Proprietary Information nor the Purchase Order grants or conveys to Supplier or any other person any license

or other right in or to the Proprietary Information or any discoveries, inventions, patents, trade secrets, copyrights, or other form of intellectual property, except as may be implied solely in connection with the Authorized Use.

35. Upon the earlier of (i) Purchaser's request or (ii) the completion of the Authorized Use, Supplier must:
 - 35.1 immediately discontinue all further use of the Proprietary Information;
 - 35.2 promptly deliver to Purchaser or, at Purchaser's direction, destroy all documents and other materials containing, embodying or reflecting Proprietary Information, including, without limitation, all materials provided by Purchaser and any notes and internal documentation, including in machine readable form, created by Supplier in connection with the Authorized Use or otherwise; and
 - 35.3 upon Purchaser's further request, promptly certify that such actions have been taken.
36. Notwithstanding any other provision of these Terms and Conditions, in the event of a conflict between any of these Terms and Conditions and a term or condition of a prior agreement between Supplier and Purchaser or any affiliate of Purchaser with respect to or that affects the treatment of the Proprietary Information, to the extent that such prior agreement includes a term or condition that is not included herein and which does not conflict with these Terms and Conditions, and/or, if such agreement includes a term or condition that provides greater rights with respect to the protection of the Proprietary Information, that other term or condition shall be deemed to be included herein and shall be deemed to any such conflicting right.
37. Supplier agrees that, except as otherwise agreed by Purchaser in writing, all copyrightable materials generated or developed by Supplier in connection with the Purchase Order or the Authorized Use, including any reports or other data or materials generated by Supplier in connection with the Purchase Order or the Authorized Use, are and will be considered to be **works made for hire** for the benefit of Purchaser, and that all such materials are and, upon creation, will be owned exclusively by Purchaser.
38. To the extent that, under applicable law, materials generated or developed by Supplier in connection with the Purchase Order or the Authorized Use are not considered to be works made for hire, except as otherwise agreed by Purchaser in writing, by accepting the Purchase Order Supplier transfers and assigns to Purchaser, without the necessity of any further consideration, exclusive ownership of Supplier and all of Supplier's rights, title and interests in and to such materials, including all of Supplier's rights to obtain, register, and hold in its own name any copyrights or patents in respect of such materials, or to use or disclose any trade secret embodied in such materials.
39. If and to the extent that under applicable law Supplier is or may continue to be entitled to claim or assert an ownership interest in any intellectual property rights associated with any materials generated or developed by Supplier in connection with the Purchase Order or the Authorized Use, including any so-called "moral rights," except as otherwise agreed by Purchaser in writing, by accepting the Purchase Order, Supplier assigns, transfers, grants, conveys, and relinquishes exclusively to Purchaser all of Supplier's benefit, enjoyment, ownership, title and interest in and to such intellectual property rights in perpetuity or for the longest period otherwise permitted by law, and forever waives any right to claim authorship or in any way to limit, restrict or prevent the alteration or modification of any works created under or in connection with the Purchase Order or the Authorized Use.

WARRANTIES

40. Supplier warrants, in addition to any warranties implied by law, each of which Supplier hereby affirms, that, except as otherwise expressly stated in the Purchase Order:
 - 40.1 Supplier has clear title to the Deliverables and any part thereof or materials or other items contained therein, and they are delivered free and clear of the rights or security interest of any third party or any other encumbrances whatsoever, including the interests of any third party subcontractor or supplier;
 - 40.2 the Deliverables shall be of good quality, free from faults and defects, and otherwise manufactured or performed to the highest standards of the industry in a skillful and workmanlike manner;
 - 40.3 at the time of delivery, each Deliverable shall conform to the Specifications; and
 - 40.4 any materials procured or furnished by Supplier, including from its third-party subcontractor or supplier, in connection with a Deliverable shall be new and otherwise conform in grade and quality to any requirements specified in the Purchase Order, and, where the grade or quality is not specified, they shall be of a grade or quality suitable for their intended purpose.

INDEMNITIES

41. Supplier represents and warrants that neither a Deliverable, nor any part thereof, nor any sale under the Purchase Order, will infringe upon or violate any trademarks, patents, copyright or other legal rights of any third party, and Supplier shall indemnify and hold Purchaser and its affiliated companies, harmless from and against any and all Liabilities due to or arising out of any such alleged infringement or violation.
42. Supplier agrees to indemnify, defend and hold harmless Purchaser and its affiliated companies, and its and their customers, directors, officers, employees and agents, from and against any Liabilities arising out of or relating to any injuries to persons or deaths, or damage to property, caused by any act or negligence of Supplier or any of Supplier's employees, agents, or subcontractors, or in any way attributable to the performance and prosecution of the work contracted for under the Purchase Order, including without limitation a breach of any Warranty, except that Supplier's obligation shall not apply to any Liabilities arising from Purchaser's own negligence.

43. Supplier waives its immunity, if any, under any relevant workers' compensation law, if such immunity affects any indemnification under these Terms and Conditions.

COMPLIANCE WITH THE LAW

44. Supplier must comply with all applicable Federal, State and local laws, rules and regulations, including without limitation, any such laws, rules and regulations in any way pertaining to the manufacture, labeling, invoicing and sale or provision of a Deliverable, and Supplier by accepting the Purchase Order, warrants that each Deliverable was so manufactured, labeled, invoiced, sold and provided.
45. Supplier assumes all responsibility for and shall hold Purchaser and its officers, directors, employees and agents harmless from and against any Liabilities for violation of or non-compliance with any laws, rules or regulations by Supplier or its subcontractors.
46. Supplier may not export or import any item that may be required to be exported under the Purchase Order, except if Supplier has obtained any export license required for that purpose under the International Trafficking in Arms Regulations or the Export Administration Regulations or any other applicable export control law or regulation or any necessary import license, and Supplier shall, at its own cost and expense, timely apply for and obtain all required export and import licenses, permits or other authorizations required for the shipment to Purchaser of all Deliverables and any other materials to be delivered to Purchaser under the Purchase Order.

FLOW DOWNS

47. The Purchase Order is subject to any flow down provisions arising under any prime contract to which the Purchase Order relates and which are annexed hereto or have been provided separately to Supplier, including, without limitation, any identified clauses of the *Federal Acquisition Regulation* or the *Federal Defense Acquisition Regulation Supplement*.

TAXES

48. Supplier shall be solely responsible for and shall pay all Taxes on, arising out of, or relating to the Purchase Order, or to any payment made in relation thereto, any services provided thereunder, any procurement, sale, transfer or delivery of a Deliverable or any part thereof, or in relation to any other transaction contemplated thereby.

CHOICE OF LAW AND JURISDICTION

49. The Purchase Order shall be interpreted, enforced and governed by and under the laws of the State of Alabama, USA, including its procedural and evidentiary rules, and without regard to its laws concerning the conflict of laws, and the parties agree to submit to the non-exclusive jurisdiction of relevant state and federal courts in that State and to appropriate appellate courts there from.
50. Supplier acknowledges and agrees that:
- 50.1 Purchaser will be irreparably harmed by any breach by Supplier of these Terms and Conditions concerning Proprietary Information or intellectual property rights and that Purchaser may, therefore and in such event, prior to or in conjunction with any other proceedings, seek such injunctive or other interlocutory relief as it deems appropriate; and
- 50.2 in case of a breach of these Terms and Conditions concerning Proprietary Information or intellectual property rights, Purchaser will not have an adequate remedy in money or damages, and therefore shall be entitled, in such event, to obtain permanent injunctive relief, in addition to any other right or remedy that may be available to Purchaser at law or in equity.
51. The provisions of the *United Nations Convention on the International Sale of Goods* are hereby excluded from any matters concerning or disputes arising under the Purchase Order.

MISCELLANEOUS

52. Supplier may not sell, transfer, assign, sub-license, or subcontract any right or obligation hereunder without the prior written consent of Purchaser, provided that, subject to any requirements of the Purchase Order, including its schedules and annexures, Supplier may subcontract or execute purchase orders in relation to materials or services routine to the completion of the Deliverables.
53. Without limiting any other right of Purchaser to assign its rights or obligations under the Purchase Order or any portion thereof, Purchaser may, upon written notice to Supplier, assign all or any part of Purchaser's rights, title, interests in and to, and obligations under, the Purchase Order to Purchaser's customer (or its assignee) under any prime contract or other purchase agreement to which the Purchase Order relates.
54. Purchaser shall be entitled to set-off against any amount payable from time to time by Purchaser under the Purchase Order any other amounts that may then be owed for any reason by Supplier to Purchaser or to any affiliated company of Purchaser.
55. In the Purchase Order time is of the essence.

56. The Purchase Order contains the entire understanding between the parties concerning the subject matter described and set out therein, including in these Terms and Conditions, and supersedes all prior, contemporaneous, or collateral communications, agreements, and understandings between the parties with respect thereto.
57. The failure by Purchaser to demand at any time or otherwise to seek to enforce any provision of the Purchase Order, including any of these Terms and Conditions, does not constitute a waiver with respect to the continuing operation of that provision or any other part of the Purchase Order, or of Purchaser's right to demand or otherwise enforce that obligation in the future. A waiver of any requirement under the Purchase Order in any one instance must be in writing signed by Purchaser's Executive Vice-President and, unless so stated in the waiver, such waiver does not constitute a continuing waiver of such requirement.

DEFINITIONS

As used herein and in the Purchase Order, including these Terms and Conditions, the following terms have the meanings set out below:

“**Authorized Use**” means evaluating Purchaser's requirements in connection with and completing Supplier's obligation's under the Purchase Order or under any other agreement or arrangement between Purchaser and Supplier to which the Purchase Order relates.

“**Business Day**” means a day in which banks are open for business in Huntsville, AL.

“**Deliverable**” means any materials, equipment, goods and/or services referred to and separately identified in the Purchase Order.

“**Liabilities**” means all loss, liability, damage, cost, expense, suit, action, claim, and every other obligation and proceeding inclusive, including without limitation, any judgment, fine or penalty, and all reasonable attorney's fees and other cost of litigation.

“**Proprietary Information**” means all information provided by Purchaser in relation to the Deliverables, the Purchase Order, or any other agreement or arrangement relating thereto, that is owned by or licensed to Purchaser, without regard to the form or media in which such information is contained, including, without limitation, all descriptions, drawings, compositions, business and financial information, analyses, knowledge, techniques, know-how, data, computer software, and/or material, and all information contained in or obtained from notes, work papers, and other memoranda, and all orally or visually presented information if promptly reduced to writing and labeled “Confidential” or “Proprietary”, or other similar words, but does not include information that, prior to its disclosure by Purchaser, (i) has been obtained by Supplier from a source independent of Purchaser without violating any restriction on its disclosure; (ii) is or becomes generally available to the public, without restriction, other than as a result of an unauthorized disclosure; (iii) is independently known or developed by Supplier without reliance in any way on information disclosed by Purchaser or otherwise on information that was obtained in violation of a restriction on its disclosure; or (iv) is disclosed by Purchaser to a third party on an unrestricted, non-confidential basis.

“**Purchaser**” means EOS Defense Systems USA, Inc.

“**Purchase Order**” means the numbered purchase order issued by Purchaser to Supplier to which these Terms and Conditions refer.

“**Specifications**” means any technical standards, description and specifications of a Deliverable, and includes all additional specifications, if any, set out in any amendment, modification or revision to the Purchase Order.

“**Supplier**” means the person or entity identified as the supplier, seller or provider of goods and/or services under the Purchase Order.

“**Taxes**” means all taxes, imposts, or levies, including, without limitation, on income, sales, capital gains, consumption, personal property, transfer, excess profits, gross receipts, credits, debits, import, export, and value added, and including excise, stamp, and other taxes, or duties, deductions or withholdings, levied or imposed by or payable to any governmental or quasi-governmental entity of the United States or any foreign government, or any federal, state, or local government, department, agency or other political subdivision thereof, together with any penalties, fines, charges or interest on any of them, but does **not** include any tax, impost or levy imposed on the income or capital gain of Purchaser.

“**Terms and Conditions**” means these terms and conditions.

“**Warranties**” means the warranties referred to in **paragraph 40** of these Terms and Conditions and all warranties implied by law, and

“**Warranty**” means one of them.