



# PURCHASE ORDER TERMS & CONDITIONS

These terms and conditions (the "Agreement") govern all orders placed by Direct Components, Inc. for goods and services from you (the "Seller") The order to which these terms and conditions apply is Direct Components, Inc. offer to Seller and becomes a binding contract, subject to these terms and conditions, when accepted by acknowledgement or commencement of performance by Seller. Direct Components, Inc. objects to all additions, exceptions, or changes to these terms, whether contained in any printed form of Seller or elsewhere, unless expressly approved by Direct Components, Inc. in writing. To the extent there are any inconsistencies between these terms and those written on the order, the order will control. Notwithstanding the foregoing, any separate warranty or promise set forth in any instrument provided by Seller that provides greater warranty protection than contained in these terms shall be binding on Seller. If this order is cannot be fulfilled as agreed it shall become void automatically unless this period of time is extended by Direct Components, Inc., in writing.

1. **CONTROLLING LAW.** The purchase order is to be construed and interpreted according to the laws of the State of Florida, excluding its conflict of law provisions. The federal and state courts within Florida and the City of Tampa and County of Hillsborough and immediately surrounding counties shall have exclusive jurisdiction into adjudicate any dispute arising out of this agreement. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to any order. The prevailing party in any legal action or arbitration brought to enforce the purchase order or any of its terms shall be entitled to reasonable attorney's fees, court costs, fees and expenses.
2. **PRICE & INVOICING.** Unless otherwise specified, the prices stated on this order include all charges for packing, handling, storage. Sales and use taxes not subject to exemption shall be stated separately on Seller's invoice. **INVOICES FOR GOODS OR SERVICES PURCHASED HEREUNDER SHALL CONTAIN THE FOLLOWING INFORMATION (A) BUYER'S PURCHASE ORDER NUMBER; (B) ITEM NUMBERS, (C) DESCRIPTION OF GOODS OR SERVICE, (D) QUANTITIES, (E) UNIT PRICES (USD), (F) SHIPPING DATES, (G) TRACKING NUMBER, AND (H) TIME AND MATERIAL CHARGES AND SUBCONTRACT CHARGES, IF APPLICABLE. ALL INVOICES SHALL BE SENT TO [ACCOUNTING@DIRECTICS.COM](mailto:ACCOUNTING@DIRECTICS.COM).**
3. **DELIVERY.** All orders shall be acknowledged promptly with a definite shipping date shown. Shipments shall be made to arrive no later than the delivery date shown on our Purchase Order. If any goods are not delivered by the designated delivery date, Buyer, in addition to other remedies provided by law, may either (i) refuse to accept such goods and cancel this order without penalty or cost or (ii) cause Seller to ship the goods by the most expeditious means of transportation with transportation charged to Seller's account. However, Seller shall not be liable for delays in delivery or failure to manufacture or deliver due to acts of God, acts of civil or military authorities, Governmental priorities, fires, strikes, floods, epidemics, war or riot, provided that the cause for such delay is reported in writing to Buyer within seven (7) days from the time commencement of such delay. Seller shall not deliver goods more than (7) days prior to the scheduled delivery date unless authorized in writing by Buyer. Deliveries more than 7 days early and/or late without written notification will affect your approval status on our AVL. Seller shall bear the risk of loss or damage to the goods covered by this order until they are delivered to and accepted by Direct Components, Inc.
4. **PACKAGING AND SHIPPING INSTRUCTIONS.** All goods shall be suitably packed and properly marked (including notice of hazardous substances) or otherwise prepared for shipment so as to secure the lowest transportation rates and to meet carrier's requirements. Shipments shall be shipped via carrier listed on the Purchase order. **PACKING LIST DELIVERED WITH THE ORDERED PRODUCT SHALL HAVE: SELLER NAME AND ADDRESS, BUYER SHIP TO ADDRESS, BUYER PURCHASE ORDER NUMBER, PART NUMBER ORDERED, NO PRICING OR COST INFORMATION, BUYER PURCHASE ORDER LINE NUMBER, ITEM DESCRIPTION, QUANTITY BEING SHIPPED, SERIAL NUMBER IF APPLICABLE, SHELF LIFE, DATE OF MANUFACTURE AND EXPIRATION DATE, MANUFACTURE BATCH OR LOT NUMBER, COUNTRY OF ORIGIN, HTS CODE, AND HAZARDOUS UN NUMBER IF APPLICABLE.** Seller shall ensure that all items are correctly classified on the bill of lading to obtain minimum freight rates. All goods must be shipped using ESD compliant packaging standards.
5. **CERTIFICATE OF CONFORMANCE MUST BE PROVIDED.** This information will certify that the product was manufactured in accordance with the drawings & specifications approved by the manufacturer. The certification statement must be signed and may be at the bottom of the packing list. A standard certification can be on a separate page that is referenced back to the packing list. All handwritten data must be initialed and dated by the person doing the writing.
6. **MANUFACTURER'S CERTIFICATION** when required on order it must be provided. This information will certify that the product was manufactured in accordance with the drawings & specifications approved by the manufacturer. If the product being purchased is FAA approved the certificate should state that the part was manufactured in accordance with applicable FAR's (FAR 21.1 – Commercial, FAR 21.121 – PC, FAR 21.303 – PMA, FAR 21.601 – TSOA). If the product being purchased is a MIL Spec item, the MIL Spec should be referenced. If commercial type item, the certification will state that the product being furnished is being supplied in accordance with the manufacturer procedures.
7. **PART REQUIREMENTS**  
**(NON-HARDWARE).** In selling each item covered by this order to Buyer, Seller warrants and represents to Buyer that such item:
  - a) Was produced by or under the control and direction of the manufacturer indicated on this order (either by name or by proprietary part number designation, or both), and conforms to all applicable specifications for the item established by the manufacturer in effect as of the date of sale to Buyer.
  - b) Is in new condition unless otherwise agreed upon in writing by Buyer.
  - c) Has not been superseded according to the most current parts list issued by the manufacturer as of the date of sale to Buyer, and
  - d) Is not included on the UNITED STATES MUNITIONS CONTROL LIST, in effect on the date of sale, requiring a State Department Export License.  
**(HARDWARE ITEMS):** With each shipment of aviation hardware items to Buyer pursuant to the order. Seller must furnish a written certificate that such items conform to all applicable published specifications for the items established by the manufacturer(s) thereof in effect as of the date of sale to Buyer. In addition, each such item must be manufactured in the United States unless specifically exempted in advance by the buyer, and packed in a sealed container on which is plainly marked with this purchase order number, the manufacturer, the manufacturer's lot number, the quantity and cure date (if applicable). Upon request by Buyer, Seller must furnish Buyer all test reports for the items, which are required by law, applicable specifications, and good industry practice.  
  
**(HARDWARE AND NONHARDWARE ITEMS):** Upon the sale of each item, and per part number, Seller shall provide to Buyer all U.S., and Non U.S. export and import classifications where necessary, to include, but not limited to:
  - a) Export Control Commodity Classification Number (ECCN) for all items controlled for export by the U.S Department of Commerce, Bureau of Industry and
  - b) Security, Export Administration Regulations (15 CFR Part 700 et. Seq.)
  - c) Harmonized Tariff Schedule Code (HTS) and Schedule B number, (see 19 CFR and 15 CFR Part 30 et. seq. respectively)
  - d) Country of Origin Certification (see 19 CFR Parts 134 and 102).
8. **NON-CONFORMING PRODUCT.** Seller shall notify Direct Components of non-conforming goods that it discovers during the fulfillment of this purchase order and arrange with Buyer in advance of shipment for Buyer's express approval of supplier/manufacturer non-conforming material before any such items are shipped to Buyer.
9. **ACCEPTANCE / INSPECTION.** All goods shall be received subject to Direct Components, Inc.'s inspection, testing, approval, and acceptance, notwithstanding any prior payment for such goods. Goods rejected by Direct Components, Inc. as non-conforming to the purchase order or goods specifications, whether provided by Seller or the manufacturer, may be returned to Seller at Seller's risk and expense and, at Direct Components, Inc.'s request, shall immediately be replaced, purchase price refunded or credit given, at the option of Direct Components, Inc. No substitutions or changes in goods ordered shall be permitted.
10. **COUNTERFEIT/SUSPECT PARTS.** Seller shall not deliver Suspect/Counterfeit parts to Direct Components under this purchase order.
  - Inspection requirements – Seller shall establish and implement inspection activities necessary to assure the authenticity of purchased product, including:
  - Traceability and documentation verification
  - Visual Examination: The Seller shall prepare and have records evidencing inspections performed and conformance of the product to specified acceptance criteria.
  - Supply Chain Traceability – Seller should be capable of providing full traceability for the parts being purchased back to the manufacturer of electronic parts. This traceability method shall clearly identify the name and location of all of the supply chain intermediaries from the manufacturer to the direct source of the product for the seller and shall include the manufacturer's batch identification for the items.If suspect or counterfeit parts (remarked, sanded, blacktopped, not original die, or any other counterfeiting method) are furnished under this order or are found in any of the goods delivered hereunder, such items shall be impounded by Buyer. We reserve the right to confiscate the parts, destroy them, or turn them over to the US Government or local authorities. Buyer reserves the right to withhold payment for the items pending the results of the investigation. Seller shall, at its own expense, promptly replace such counterfeit parts with parts acceptable to the Buyer and Seller shall be liable for all costs related to the removal and replacement of said parts, including but not limited, to shipping fees, testing fees and rework costs.



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11. **FLOW DOWN** Direct Components may have at law, equity or under other provisions of this purchase order. Seller shall include this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished to Direct Components under this purchase order.
12. **RIGHT OF ACCESS.** Seller and its subcontractors shall provide right of access to Buyer, its customers and regulatory authorities to all facilities involved in the performance of the manufacture or supply of the goods or services ordered hereunder and to all records of Seller or its subcontractors applicable thereto.
13. **RECORD RETENTION REQUIREMENTS-** Seller is to retain all records for a period of 10 years from the date of order. This includes but not limited to COC's, test reports, incoming inspection, traceability (when required), airworthiness certificates, manufacturer certs, etc.
14. **WARRANTY.** Seller provides the following warranties to Direct Components, Inc., its affiliates and customers regarding goods or services furnished to Direct Components, Inc., which warranties shall survive any delivery, inspection, acceptance, payment, or resale of the goods or service: Goods do not and will not infringe any party's intellectual property rights; Seller has the necessary right, title, and interest to provide the goods and services to Direct Components, Inc., and the goods and services will be free of liens and encumbrances; Goods are genuine, new, original, un-pulled, un-programmed, solderable, without bent or formed leads, test dot or other 3rd party markings, are contained in the original manufacturer's packaging, marked with all original part number markings and codes, and of the grade and quality specified in accordance with all manufacturer or other specifications; All products have date codes no later than 12 months old, unless expressly stated otherwise in the purchase order; All programmable devices are free of all pre-programming; For any goods that have a shelf life, such goods will have the greater of (i) 80% of its shelf life or (ii) two (2) years of shelf life remaining at the time of shipment.; Seller expressly warrants that the goods or services ordered (i) shall be merchantable; (ii) shall conform to the order, to specifications, drawings, and other descriptions referenced in the order, and to any accepted samples; (iii) shall be free from defects in materials and workmanship; (iv) shall be free from defects in design unless the design was supplied by Direct Components, Inc.; and shall be fit and safe for the intended purposes. Seller expressly warrants that the goods conform to all manufacturer or other agreed- to specifications, including, without limitation, compliance with substance prohibitions and restrictions set out in EU Directive 2002/95/EC, Restriction on Hazardous Substances (RoHS) and any other related or similar, implementing laws, rules, regulations, standards and restrictions within the United States, the European Community, China or other countries. Except for the warranties set forth in compliance with environmental and other regulations, all of which shall have the maximum warranty period allowed by law, the warranties herein shall extend for the longer of (i) one (1) year from Direct Components, Inc.'s receipt of the goods, or (ii) the warranty period provided by the manufacturer.
15. **TOOLS, DRAWINGS, MATERIALS, ETC.** Seller shall use all designs, tools, jigs, patterns, drawings, information, equipment, and other items ("items") furnished by Buyer only in the production of the goods or performance of services called for herein. Buyer makes no warranty, express or implied, concerning the accuracy of any of the items it furnishes. All work must be in strict accordance with specifications, regardless of any deficiency in items supplied by Buyer. Title to all items furnished shall remain in Buyer, and upon completion or termination of this order all items shall be returned to Buyer or disposed of in accordance with Buyer's directions. Seller shall assume all risk of loss of the items or damage to persons or property (including to the items) resulting in any way from Seller's possession or use of the terms, and Seller agrees to hold Buyer harmless from all Claims due to injury or damage to any person or property resulting directly or indirectly from the Items or use thereof.
16. **INSURANCE:** If this purchase order requires the performance of work on Buyer's property or on the property of a third party, Seller shall provide at its sole expense public liability and property damage insurance in amounts satisfactory to Buyer. Seller shall also carry at its sole expense automobile liability insurance, including automobile, no ownership liability insurance for all liabilities arising out of injury and death as well as destruction of property for all automobiles owned or hired by Seller and comprehensive general liability insurance including contractual liability insurance (broad or intermediate form), manufacturer's and contractor's liability insurance and completed operations and product liability insurance all in amounts satisfactory to Buyer. Before starting work hereunder Seller shall furnish Buyer certificates of such insurance, which shall be with companies and in form satisfactory to Buyer. The certificates shall provide that thirty (30) days written notice must be given to Buyer before cancellation of or material change in the coverage's.
17. **INDEMNIFICATION.** Except as otherwise expressly limited herein, Seller agrees to indemnify, defend and hold Direct Components, Inc., its officers, directors, employees, representatives, affiliates, and its customers harmless from and against any and all claims, actions, losses, costs, damages (including reasonable attorney's fees), penalties and fines they may suffer or incur arising from or as a result of (a) infringement of the intellectual property or proprietary rights of others; (b) personal injury or property damage caused by the goods; (c) breach of Seller's warranties and representations herein as relating to the goods, including, without limitation, defects, conformance or environmental compliance.
18. **ASSIGNMENT.** No assignment of an order or of any moneys due or to become due there under shall be binding upon Direct Components, Inc. until its written consent to the assignment is obtained. Payment to any assignee of any claim under an order shall be subject to set-off or recoupment for any present or future claim or claims which Direct Components, Inc. may have against Seller.
19. **SETOFF.** Any counterclaim against Seller or any of its related entities by Direct Components, Inc. or any of its related entities which arise out of this or any other transaction may be set off against any money due Seller under an order.
20. **MODIFICATION** No modification or amendment shall be effective unless made in writing, dated and signed by duly authorized representatives of both parties. Usage of trade, course of performance, and course of dealing cannot supplement or modify the written terms of this order. Buyer reserves the right and Seller agrees to accept reasonable changes to this order, including changes as to packing, testing destinations, specifications, designs, and delivery schedules, but changes shall be authorized only by Buyer's written release order. Buyer's (a) failure to insist on strict performance of any term or condition hereof or (b) failure or delay to exercise any right or remedy provided herein or by law or properly to notify Seller in the event of breach or (c) acceptance of or payment for goods hereunder or (d) approval of any design shall not release Seller from any of the warranties or obligations of this order and shall not be deemed a waiver of any right of Buyer to insist upon strict performance hereof or of any of its rights or remedies as to any prior or subsequent default hereunder nor shall any purported oral modification or rescission of this purchase order by Buyer operate as a waiver of any term or condition here expressly to apply to the goods or services ordered herein, in the event of a conflict the provisions of the agreement shall control only for those goods and services contemplated both by this order and the agreement. In the performance of work hereunder, Seller and its sub contactors shall comply with all applicable federal, state and local laws and rules and regulations and shall furnish evidence of such compliance as required by Buyer. Nothing in this order or any acceptance hereof shall constitute Seller or any of its officers, directors, or employee's as Buyer's agent, legal representative or employee.
21. **CONFIDENTIAL.** The Seller shall not disclose any detail connected with any order (except for the benefit of Direct Components, Inc.) to any third party without first obtaining the written consent of Direct Components, Inc.
22. **BREACH.** If Seller fails to perform or comply with any provisions of any order, Direct Components, Inc. may cancel the order in whole or in part and may consider such failure or non-compliance as a breach of this contract. Direct Components, Inc. expressly retains all its rights and remedies provided by law in the case of such breach, and no action by Direct Components, Inc. shall constitute a waiver of any such right or remedy.
23. **INSOLVENCY.** In the event of the institution of any proceedings by or against either party in bankruptcy or insolvency or under any provisions of the Bankruptcy Act or for the appointment of a receiver or trustee or an assignment for the benefit of creditors of either party, the other party may terminate this order without further cost or liability.
24. **CONFLICT MINERALS POLICY.** On August 22, 2012, the Securities and Exchange Commission adopted Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Conflict Minerals Law"). The Conflict Minerals Law requires all publically traded companies to report annually to the SEC whether they use Conflict Minerals including gold, wolframite, cassiterite, columbite-tantalite and their derivative metals, which include tin, tungsten, tantalum and any other compounds designated by the U.S. Secretary of State. Suppliers are expected to provide all necessary due diligence information to confirm that all material supplied to Direct are Conflict-free. Suppliers are expected to pass this requirement onto their supply chain.
25. **ITAR.** The Seller shall control the disclosure of, and access to, all technical data, information, hardware, and other items received under this Purchase Order in accordance with U.S. export control laws and regulations including, but not limited to, the International Traffic in Arms Regulations (ITAR, 22 CFR 120-130) and the Export Administration Regulations (EAR, 15 CFR Parts 730-774). The Seller shall indemnify the Buyer for all liabilities, penalties, losses, damages, costs and/or expenses that may be imposed on, or incurred by, the Buyer in connection with any violations of these export control laws and regulations by the Seller.



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26. **REPRESENTATION REGARDING STATUS.** Seller represents and warrants that it is not, and will not be at any time during the performance of this purchase order, listed or named on, or affiliated with a party listed or named on, the "Excluded Parties List System" or "EPLS," as described in the Federal Acquisition Regulations (currently Section 9.404). In the event of a violation of this representation, without limiting its other rights and remedies, Buyer reserves the right to terminate this purchase order without penalty. As of the date of sale to Buyer, Seller shall immediately advise Buyer's purchasing representative in writing if Seller is unable to make any warranty or representative set forth above for any item covered by this order. Do not ship such to Buyer unless instructed to do so in writing by Buyer's purchasing representative.

27. **CONDITIONS APPLICABLE ONLY IF THIS ORDER IS PLACED UNDER GOVERNMENT CONTRACTS OR SUBCONTRACTS.** If this order is placed pursuant to a Government prime contract or subcontract referenced by a number, DPAS rating, or otherwise in this purchase order, the following clauses set forth in the FAR and DFARS as in effect on the date hereof are incorporated herein by reference with the same force and effect as if set forth in full;

52.202-1 DEFINITIONS	52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT	52.249-8 D252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT RELATED FELONIES FAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.203-3 GRATUITIES	52.222-18: CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS	252.204-7000 DISCLOSURE OF INFORMATION
52.203-5 COVENANT AGAINST CONTINGENT FEES	52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT	252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT
52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	52.222-26 EQUAL OPPORTUNITY	252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS
52.203-7 ANTI-KICKBACK PROCEDURES	52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY
52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	52.222-25: AFFIRMATIVE ACTION COMPLIANCE	252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY
52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	52.222-38: COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS	252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)
52.203.11-- FAR 52.203-11: CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	52.223-1: BIOBASED PRODUCT CERTIFICATION	252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS
52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	52.223-6 DRUG-FREE WORKPLACE	252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS (JULY 2009)
52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)	52.225-8 DUTY-FREE ENTRY	252.225-7009 DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)
52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	252.225-7010 DUTY-FREE ENTRY--ADDITIONAL PROVISIONS
52.209-2: PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS- REPRESENTATION	52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN- CERTIFICATION	252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES
52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	52.225-25: PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN - REPRESENTATION AND CERTIFICATIONS	252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS
52.211-5 MATERIAL REQUIREMENTS	52.227-1 AUTHORIZATION AND CONSENT	252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS
52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	252.225-7025 RESTRICTION ON ACQUISITION OF FORGINGS
52.215-19 NOTIFICATION OF OWNERSHIP CHANGES	52.227-3 PATENT INDEMNITY	252.225-7026 REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES
52.215-2 AUDIT AND RECORDS--NEGOTIATION	FAR 52.227-6: ROYALTY INFORMATION (ALTERNATE I)	252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL
52.215-8 ORDER OF PRECEDENCE	52.244-5 COMPETITION IN SUBCONTRACTING	252.225-7042: AUTHORIZATION TO PERFORM
52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	52.246-16 RESPONSIBILITY FOR SUPPLIES	252.225-7050: DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM
52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS	52.246-23 LIMITATION OF LIABILITY	252.229-7012-7013: TAX EXEMPTIONS (ITALY)-REPRESENTATION (SPAIN)-REPRESENTATION.
52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN	52.248-1 VALUE ENGINEERING	252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS
52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	DFARS 252.247-7023: TRANSPORTATION OF SUPPLIES BY SEA (ALTERNATE I, II)

28. **ENTIRE AGREEMENT.** The purchase order and these terms and conditions contain the entire understanding between Direct Components, Inc. and Seller with respect to the subject matter of the order, and supersede all prior agreements. No waiver of any breach of these terms shall be held to be a waiver of any other or subsequent breach. Direct Components, Inc.'s rights and remedies herein are in addition to any other rights and remedies provided by law or in equity