



Terms and Conditions of Purchase

ALL TRANSACTIONS ARE GOVERNED BY BUYER'S TERMS AND CONDITIONS OF PURCHASE. ANY PROPOSAL OR DOCUMENT FROM SELLER THAT INCLUDES DIFFERENT OR ADDITIONAL TERMS THAT VARY FROM ANY OF FIREFLY AEROSPACE'S ("BUYER" OR "FIREFLY") TERMS AND CONDITIONS OF PURCHASE ARE OBJECTED TO AND DISALLOWED. NOTWITHSTANDING THE FOREGOING, ANY SUCH COUNTERPROPOSALS BY SELLER SHALL NOT OPERATE AS A REJECTION OF THE CONTRACT OF PURCHASE, BUT AS A REJECTION OF THE ADDITIONAL OR DIFFERENT TERM(S)

1. CHANGES TO REQUIREMENTS. Buyer may, at any time, by written change order, suspend performance of this order, in whole or in part; make changes in the drawings, designs, specifications, method of shipment or packing, or time or place of delivery of the goods covered by this order (the "Goods"); reschedule the services covered by this order (the "Services"), or require additional or diminished Services and Seller agrees to be bound thereby. No change will be binding on Buyer unless an authorized representative of the Buyer's Purchasing Department issues it. Information, advice, approvals, or instructions given by Buyer's technical personnel or other representative shall be deemed expressions of personal opinion only and shall not affect Buyer's and Seller's rights and obligations hereunder unless they are set forth in a writing which is signed by a member of Buyer's Purchasing Department and which writing expressly states that it constitutes an amendment or change to this purchase order. Any claim for adjustment under this Section 6 may, at Buyer's option, be deemed to be absolutely and unconditionally waived unless asserted in writing (including the amount of the claim) and delivered to Buyer within thirty (30) days from the date Seller receives the change order. If Buyer pays the cost of property made excess or obsolete as a result of the change, Buyer may prescribe the manner of disposition of such property. Nothing in this Section shall excuse Seller from proceeding with the performance of the order, as changed.

2. PRICES. Orders shall not be filled at prices higher than those quoted or charged to Buyer or specified herein. Unless otherwise agreed in writing, prices include packaging, labeling, crating, taxes, and duties. Unless otherwise agreed in writing, all prices include shipping and delivery FOB Destination.

3. INSPECTION AND REJECTION. No parts received from processor by Company shall be deemed accepted until the Company has had a reasonable time to inspect such items and determine the actual quantity received for any packaged parts. Buyer shall have a fourteen (14) days from the date of arrival to inspect the materials and notify Seller of any non-conformity to the order specifications (including quantity and delivery dates). Such inspection and physical count shall be performed at the Company facility. Any items which have been discovered to be defective or which fail to conform to the specifications may be rejected upon initial inspection or a later time if the defects contained in the items are not reasonably ascertainable upon initial inspection. If the Buyer rejects items delivered, then the Buyer may (i) return rejected materials to Seller at Seller's risk and expense for full credit at the order price without prejudice to any right to other damages for such breach, (ii) require Seller at Seller's expense to replace rejected materials at the unit price of this order, or (iii) consider this order breached as to the rejected quantity and cancelled as to any unfulfilled portion of this order, and to hold Seller liable for such breach and cancellation. Seller is not relieved of the responsibility imposed by this clause, either as to proper packaging, quantity of materials or specifications, by reason of acceptance by Buyer.



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4. QUALITY ASSURANCE

A. Qualified Parts List: The Seller shall only use drawing or specification defined components, adhesives, finishes, brazing/welding materials. These materials are to be purchased only from qualified Sellers that are identified from drawing or specification as approved Sellers.

B. Current Specifications: It is the Seller's responsibility to verify all necessary product and material specifications in use at the Seller facility are the most current release, unless otherwise specified by the Buyer. This shall include but not limited to limited to, Industry Standards, Government Specifications, and the Company provided drawings and/or data.

C. Right of Entry. The Seller shall grant the right of access to Buyer staff or Buyer's customers to the Seller's facility to perform source inspection.

D. Source Inspection. Buyer or Buyer's customers, at their discretion, may require On-site source inspection by Buyer or Buyer's customers' personnel. The Seller must notify the Buyer the order is complete within five (7) days of completion to allow Buyer or Buyer's customers to schedule the inspection.

E. Document Review: The Seller shall submit to Buyer all relevant and required inspection and test data for the products and services ordered prior to shipment if invoked by applicable quality clause.

F. Seller Non-conformance: Seller shall report any non-conformances in either the part configuration or deviation from any special processes and or material specifications. Production shall be suspended until Buyer provides written instruction as to the disposition of the product. The Seller shall not perform any material review activities on this order. Any and all rework or repair must be authorized. All communications regarding the disposition of products at the Seller shall be in writing and submitted through Buyer procurement staff.

G. Change Notification: The Seller shall report to Buyer procurement personnel any changes in the Seller's process or product definition that could affect the form, fit, and function of the deliverable service or product. This includes but is not limited to ANY changes/substitutions in the Seller's process or product definition that could/would affect the quality, conformance and/or performance of the deliverable services, process and/or product. Any deviation in process or product definition by the Seller requires the Company approval prior to implementation of changes.

H. Requirements Flow Down: Should any portion of the Buyer purchase order requirements be subcontracted to other suppliers; all applicable requirements of the Buyer purchase order shall be imposed on the sub-tier Seller.

I. Records: Quality records shall be retained for a minimum of seven (7) years after completion of purchase order, or as directed by the Company or customer's quality requirements. Records shall be identified and stored in a manner that allows them to be easily retrieved and adequately protected.

J. Qualified Materials. Seller shall use/provide defined raw materials as specified by the purchase order. These materials are to be purchased from qualified Sellers that are identified by the Company and listed on the Approved Vendor list prior to use.

K. FOD Prevention. Any items that could/would classify as FOD (Foreign Object Debris/Damage) shall not be used in the preparation or packaging of product, or parts delivered to the Company (i.e., staples, paperclips, etc.).

L. Material Packaging: Material shall be packaged in a manner to prevent damage or deterioration. Unless otherwise specified, best commercial/industry practice is acceptable for use. The supplier is responsible to ensure the product will be shipped and arrive at Firefly Aerospace in an acceptable condition.



M. Counterfeit Parts/Materials Prevention and Control: Sellers shall ensure through their processes and/or a formal program against the receipt of counterfeit parts/materials into their inventory, against their use in manufacturing, and against their being sold to other Sellers. Sellers processes and/or formal program shall be similar to, and meet the intent of SAE AS6174, Counterfeit Material; Assuring Acquisition of Authentic and Conforming Material and/or AS5553, Counterfeit Electronic Parts; Avoidance, Detection, Mitigation, and Disposition.

N. Counterfeit work –

i) For the purposes of this clause Work consists of those parts delivered under this purchase order that are the lowest level of separately identifiable items (e.g., articles, components, goods, and assemblies). “Counterfeit Work” means Work that is or contains items misrepresented as having been designed and/or produced under an approved system or other acceptable method. The term also includes approved Work that has reached a design life limit or has been damaged beyond possible repair but is altered and misrepresented as acceptable.

ii) Seller shall not deliver Counterfeit Work under this purchase order.

iii) Seller shall only purchase products to be delivered or incorporated as Work directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Work shall not be acquired from independent distributors or brokers unless approved in advance in writing.

iv) Seller shall immediately notify the Company with the pertinent facts if Seller becomes aware of suspects that it has furnished Counterfeit Work. When requested, Seller shall provide OCM/ OEM documentation that authenticates traceability of the affected items to the applicable OCM/ OEM.

v) This clause applies in addition to any quality provision, specification, statement of work or other provision included in this purchase order addressing the authenticity of Work. To the extent such provisions conflict with this clause, this clause prevails.

vi) Seller shall include paragraphs (i) through (v) and this paragraph (vi) of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as work to the Company.

vii) Knowingly supplying material deemed or suspected as counterfeit will be considered unethical business practice and would result in a Seller investigation, reporting and possible removal from Buyer’s approval vendor listing.

O. Noncompliance. Failure to meet the standards of this Section will be construed as a material breach of these Terms and Conditions.

P. Training. Supplier will ensure that employees and people working on its behalf are aware of:

i) Their contribution to product or service conformity;

ii) Their contribution to product safety;

iii) The importance of ethical behavior.

P. Supplier Audit: The Buyer reserves the right to conduct periodic audits at the supplier’s facilities. The purpose will be to continuously ensure the capability of the supplier to control quality and to deliver conforming product on time. The supplier will be responsible for implementing corrective actions for any audit findings. In addition, if the Buyer becomes aware of any significant changes with a supplier (quality, leadership), the supplier may be subject to an immediate audit.

Q. Quality Clauses: The drawing and referenced documents will contain the requirements for parts shipped by suppliers; however, the Buyer may impose additional requirements via Quality Clauses listed on the Purchase Order.



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Compliance with a Quality Clauses shall be required only if the Quality Clause number is listed on the Purchase Order.

Quality Clause number and associated definitions are listed below:

FFQC1- Certificate of Conformance

A Certificate of Conformance (C of C) shall be submitted with each shipment.

1. The C of C shall include the following at minimum:
 - a. Supplier name and address.
 - b. Purchase order number.
 - c. Part name (Buyer, Manufacturer, or Distributor).
 - d. Part number (if applicable) (Buyer, Manufacturer, or Distributor).
 - e. Supplier part number (if applicable).
 - f. Drawing revision letter or number
 - g. Specification. (if applicable)
 - h. Date of manufacture.
 - i. Batch/lot number.
 - j. Expiration date and shelf life (for materials impacted by shelf life)
 - k. Serial number(s) (if applicable).
 - l. The raw material manufacturer’s batch/lot number (if a raw material).
 - m. Statement that the product meets all Buyer requirements noted or referenced in the purchase order.
 - n. Name and title of responsible person, along with the responsible person’s signature or stamp.

FFQC2 – Material and Process Certifications

1. The following certifications shall be included with the shipment if applicable.
 - a. Material Certification
 - Document with chemical/physical test results that demonstrate compliance with the applicable raw material specification requirement. A copy is required for all purchased raw material.
 - b. Process Certification
 - Document that certifies that a chemical/physical process meets Buyer requirements. A copy is required whenever a process is performed that changes a material’s chemical or physical properties.

FFQC3 – Proof of Traceability

1. The supplier shall provide a document that shows the traceability of the parts delivered on the PO per the table 3 below:

Table 3 – Traceability Data requirements

Condition	Required level of Traceability	Data to be submitted
The drawing does not have a Parts List/Bill of Material or subassemblies	To the raw material used for the part	Source, lot number or equivalent, and date received



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The drawing does have a Parts List/Bill of Material or sub-assemblies.	For each item on the Parts List/Bill of Material	Source, lot number or equivalent, and date received
	For the sub-assemblies to items on the Parts List/Bill of Material	No data is required to be submitted. Data to be available on request.

Note: The supplier shall always be able to provide traceability of the finished parts to lot numbers, raw material, and test data as appropriate when requested by the Buyer. The FFQC3 requirement is to actually submit the data listed above showing traceability.

FFQC4 – Dimensional Inspection Results

1. Shows results of inspections for all critical characteristics, critical dimensions, non-reference dimensions, and notes on the drawing.
2. Gather and submit data for the first part of the initial shipment.
3. Include the device / method of inspection for each feature.

FFQC5 – Functional Test Results

1. Summary of results of testing performed on each production unit as defined by the design authority.

FFQC6 – Shipping Certification

1. Required if product is shipped to the Buyer in an environmentally controlled storage unit.

FFQC7 – Industry Certifications Required

1. Design / Production – AS/EN/JISQ 9100
2. Stockists and Distributors – AS/EN/JISQ 9120
3. Raw Material manufacturers to material specifications – AS/EN/JISQ 9100
4. Inspection and Testing ISO/IEC 17025 or AC 7004
5. Testing and calibration laboratories ISO/IEC 17025
6. Special Processors – NADCAP / NUCAAP is acceptable for Firefly Aerospace designed class C,B,A hardware.

FFQC8 – Ballooned Print

1. Print that has the dimensions and notes numbered to match the dimensional inspection report.

FFQC9 – Validation Test Results

1. Summary of results for all tests specified by Buyer Engineering
 - a. Name of test, passing criteria, date of test(s), number of parts tested, and results.

FFQC10 – First Article Inspection Reports

1. The supplier shall submit a First Article Inspection Report (FAIR) in accordance with the current revision of AS9102 when the first shipment is made of the part on the PO.
 - a. The first submittal must be a Full FAIR as defined in paragraph 3 below.
 - b. Subsequent FAIRs may be Partial Fairs as defined in paragraph 5 below.
2. The products that are physically verified must be from the same production run as the remainder of product being verified by that FAIR. Excess products remaining from a previous production run must not be used.
3. A full FAIR submittal package must include:



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- c. AS9102 Form 1 – A list of the applicable part numbers and sub-assemblies.
 - d. AS9102 Form 2 – A list of raw materials, specifications and special processes.
 - e. AS9102 Form 3 – A list of the required design features including the tolerances and drawing notes as well as the actual measurement results.
 - f. A ballooned drawing identifying each of the features on form 3.
4. A new full FAIR is required when any of the following occur:
- a. A change in the location of manufacture.
 - b. A significant change in a numerical control program used to manufacture the component or translation of the program to another media that can potentially affect fit, form, or function.
 - c. A natural or man-made event, which may adversely affect the manufacturing process. Example a flood, fire or earthquake.
 - d. A lapse in production for two years or more. This lapse is measured from the completion of the last production operation to the actual restart of production.
5. Partial FAIRs
- A. A partial FAIR does not address all the features of a part. It only addresses features that have changed or need to be verified since the last approved FAIR.
 - B. At the supplier's discretion, a partial FAIR may be used to document those changes.
 - C. Conditions where a partial FAIR may be submitted include:
 - 1. The revision number or letter has changed.
 - 2. When required as part of implementation of a corrective action.
 - 3. A change in manufacturing source(s), process(es), tooling or materials that can potentially affect fit, form, or function.
 - D. If multiple revisions to a drawing are being verified, they may be submitted on one partial FAIR that combines the changes of each revision.
 - E. A partial FAIR may be based on another partial FAIR.
 - F. No more than 2 partial FAIRs may be done before a full FAIR is done
 - G. A partial FAIR may be used to address a rejection on a FAIR submittal. In that situation, only the features that were rejected need to be addressed

FFQC11 – Evidence of Sub-Supplier Approved FAI Packages

- 1. Copies of FAI approvals from relevant sub-suppliers.

FFQC12 – Proof of Calibration Status

- 1. Shows equipment calibration including:
 - a. Model Number
 - b. Serial Number
 - c. Calibrating Agent or Service
 - d. As Left Condition
 - e. Date of Calibration
 - f. Calibration Point(s)
 - g. Calibration Conditions
 - h. Calibration Standard(s) Traceability Number(s)

FFQC13 – Receiving Dimensional Inspection

- 1. Receiving dimensional inspection is required by Firefly Aerospace QA upon delivery prior to goods receipt.



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5. COVER; DELIVERY. In case of default by Seller, Buyer may obtain materials and services from other sources and hold Seller responsible for any damages occasioned thereby. The dates of delivery and quantities specified herein are of the essence for this order and delivery must be effected within the specified time period. If deliveries are not made on time and in the quantities specified, Buyer reserves the right to cancel and to purchase the materials and/or services elsewhere and hold Seller accountable therefore. Seller shall cooperate with Buyer in respect to all customs formalities applicable to the import or export of the materials, shall be responsible for determining proper import or export classifications, and shall provide Buyer documentation to Buyer's satisfaction for such classifications.

6. PAYMENT AND INVOICING. Invoices and bills of lading showing full routing should be dated and mailed at the time of shipment and a separate invoice must be made for each destination showing point of shipment and how shipped. Invoices bearing transportation charges must be supported with attached original receipted transportation bills and, in the case of consolidated carload shipments, must show weight and rate. The discount period, if any, stated in the face of the invoice shall be calculated from the date of receipt by Buyer of a proper invoice from Seller.

7. WARRANTY. Seller represents that with respect to all materials, supplies and equipment (herein collectively referred to as "materials") delivered and services furnished hereunder: (i) title shall be good, merchantable, rightful and the materials free of any security interest, lien or encumbrance; (ii) that materials will be new, free from defects in material and workmanship, be of quality, size, description and dimension required by Buyer, be fit for the purpose for which they are purchased and will meet the specifications, if any, and that Seller's services will be performed in a skillful and workmanlike manner; and (iii) the materials, the process by which they are made, the use for which they are designed by Seller and Buyer's use of the materials will not infringe any patent, trademark, copyright or other rights of any third parties ("Intellectual Property Rights"). This express warranty shall not be deemed waived by reason of either or both the receipt of the materials and payment therefore by Buyer. The foregoing is in addition to any and all other express or implied warranties applicable to the materials purchased hereunder.

8. COMPLIANCE WITH LAWS. Seller represents and warrants that all materials furnished hereunder, and Seller's manufacturing thereof, complies with all applicable laws, ordinances, rules and regulations, including but not limited to the International Traffic in Arms Regulations, as amended, ("Laws").

9. SELLER'S REPRESENTATIVES. If Seller's employees, subcontractors, consultants, or other representatives under Seller's control perform any services at Buyer's premises or at Buyer's direction at the premises of others, (i) such persons shall comply with all rules and regulations of such premises and (ii) Seller shall keep materials and the premises on which the work is performed free and clear of all liens for material and labor incident to the performance of Seller's services hereunder.

10. BUYER'S PROPERTY. All tools, dies, patterns, designs, molds, drawings, specifications, and other data or papers, and the like furnished by Buyer to Seller in connection with this order by Buyer remains the property of Buyer. In the event materials furnished by Buyer to Seller include any intellectual property of Buyer, Seller is granted a non-exclusive, non-transferable, non-sublicensable and non-assignable license required only for the production of materials under this order and shall use Buyer's intellectual property only for that purpose. Except for this license, no right, interest, ownership or privilege of use of Buyer's intellectual property shall inure to the benefit of Seller.

11. INSURANCE. Seller shall maintain at its own expense at all times while performing hereunder occurrence-based liability insurance and product-liability insurance with a reputable and financially responsible carrier(s) satisfactory to Buyer for coverage in amounts not less than the amount in the Purchase Order, and all other insurance required by applicable law. Seller shall furnish insurance certificates if requested by Buyer, satisfactory in form and substance to Buyer, showing the above coverages, and providing for at least 10 days prior written notice to Buyer by



the insurance company of cancellation or material modification.

12. TERMINATION.

- a) Termination for Cause. Firefly may terminate this Purchase Order for cause immediately by written notice upon the occurrence of any of the following events: (i) Seller refuses to or is unable to provide the Goods or perform the Services, (ii) Seller ceases to do business, or otherwise terminates its business operations; (iii) Seller fails to perform or is otherwise in breach of its obligations under this Purchase Order and fails to cure such breach within thirty (30) days of receiving written notice describing the breach; (iv) the start of any proceeding voluntary or involuntary in bankruptcy or insolvency by or against Seller, or in the event of an appointment of a receiver or assignee for the benefit of creditors, with or without Seller's consent, (v) any change in control and/or ownership of Buyer. Buyer will have no liability to Seller if this Purchase Order is terminated for Cause under this provision, or (vi) any other material breach of these Terms and Conditions.
- b) Termination for Convenience. Buyer may terminate this Purchase Order without cause upon thirty (30) days written notice to Seller. If the Purchase Order is terminated under this clause, Seller shall send Firefly one final invoice outlining all deliverables complete to date, and Firefly shall pay or dispute such an invoice within thirty (30) days of receipt of such an invoice.

13. INDEMNITY. Seller will defend, indemnify and hold harmless Buyer, its affiliates, vendors, and their officers, directors, shareholders, employees, and agents from and against any and all loss, liability and expense by reason of (i) any actual or alleged violation of Laws, (ii) any actual or alleged infringement of Intellectual Property Rights, (iii) injury, death or property damage resulting, in whole or in part, from any negligent act or omission on the part of the Seller or which may result from the installation, operation or use of the materials furnished hereunder, (iv) a defect in the manufacture or design of the materials supplied hereunder, or (v) any breach or alleged breach by Seller of any representation, warranty, or other provision of these terms and Conditions of Purchase. Upon notification, Seller shall promptly assume full responsibility for the defense of any suit or proceeding which may be brought against Buyer or any of its subsidiaries, affiliated companies, agents and vendors in connection with the above, of for alleged unfair competition resulting from similarity in design, trademarks, or appearance of the materials or equipment. Seller shall further indemnify and hold Buyer, its subsidiaries, affiliated companies, agents and vendors harmless from any and all expenses, losses, claims, royalties, profits, and damages, including court costs and attorneys' fees, resulting from the bringing of such suits or proceedings or the threat thereof and from any settlement, decree or judgment therein. Buyer reserves the right to control any such suit or proceeding.

14. FORCE MAJEURE. Neither Party will be held liable for failure to fulfill its obligations hereunder if such failure is due to a Force Majeure Event. A "Force Majeure Event" means, but is not limited to, an act of war; domestic and/or international terrorism; civil riots or rebellions; quarantines, embargoes and other similar unusual governmental actions; or extraordinary elements of nature or acts of God; provided that such Force Majeure Event is beyond the excused Party's reasonable control, occurs without the excused Party's fault or negligence, is not caused directly or indirectly by the excused Party and could not have been prevented or avoided by the excused Party's reasonable diligence. Notwithstanding the foregoing, unless agreed to in writing by Buyer, any delay that Buyer, in its sole discretion, deems excessive will be grounds for termination by Buyer if such delay is not cured after ten (10) calendar days written notice of Buyer's intent to terminate.

15. CHOICE OF LAW. This Agreement between Buyer and Seller shall be construed, and the respective rights and duties of Buyer and Seller shall be determined, according to the laws of the State of Texas, without giving effect to its principles of conflicts of laws. Any claims or legal actions by one party against the other arising or related in any way



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to this purchase order, these Terms and Conditions of Purchase, and/or any related contract, shall be commenced and maintained in any state or federal court located in Austin, Texas. Both parties hereby submit to the jurisdiction and venue of any such court. The UN Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

16. DISPUTE RESOLUTION. Any dispute, controversy or claim arising out of or related in any way to this purchase order, these Terms and Conditions of Purchase, and/or any related contract, including but not limited to the validity, scope and enforceability of this clause, which cannot be amicably resolved by the parties shall be solely and finally settled by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place before a panel of three (3) arbitrators sitting in Austin, Texas. The language of the arbitration shall be English. The arbitrators will be bound to adjudicate all disputes in accordance with the laws of the State of Texas. The decision of the arbitrators shall be in writing with written findings of fact and shall be final and binding on the parties. Each party shall bear its own costs relating to the arbitration proceedings irrespective of its outcome. This section provides the sole recourse for the settlement of any disputes arising out of, in connection with, or related to this Agreement.

17. RELATIONSHIP OF THE PARTIES. It is the express intention of the parties that Provider is an independent contractor. Nothing in this Agreement shall in any way be construed to imply a joint venture or principal and agent relationship.

18. ASSIGNMENT. Seller may not assign this purchase order or any of Seller's obligations hereunder without Buyer's written consent.

19. CONFLICT OF TERMS. In the event of any inconsistency between the terms of these Terms and Conditions and the Purchase Order, the terms of the Purchase Order shall prevail. Capitalized terms that are not defined herein are defined in the Purchase Order.

20. WAIVER. The failure of Buyer to insist upon the performance of any provision of this order, or to exercise any right or privilege granted to the Buyer under this order, shall not be construed as waiving such provision or any other provision of this order, and the same shall continue in full force and effect.

21. SEVERABILITY. If any provision of this Order is found to be illegal or otherwise unenforceable by any court or other judicial or administrative body, the remainder will remain valid and enforceable according to its terms.

22. PUBLICITY. Seller shall not make or authorize any news release, advertisement, or other disclosure regarding this order without the prior consent of Buyer, except as may be required to perform this order.

