

SEATTLE AVIATION SOLUTIONS PURCHASE ORDER TERMS AND CONDITIONS

READ CAREFULLY

EACH AND EVERY TERM PRINTED HEREUPON IS PART OF AND INCORPORATED INTO THE PURCHASE ORDER

A. UNIVERSAL PURCHASE ORDER NOTES:

The following Terms and Conditions are applicable to EVERY Purchase Order placed by Seattle Aviation Solutions. Seattle Aviation Solutions reserves the right to cancel the order at any time if any of these conditions, or any other additional Notes specified in the Purchase Order, are not met.

PLEASE ALSO REFER TO ADDITIONAL ORDER-SPECIFIC NOTES LATER IN THIS DOCUMENT

For purposes of these notes, Supply chain shall mean Seller's direct network of suppliers providing material, equipment, information, and services integrated into products and services.

- A1 - Seller is expected to ship order in full on the "Ship Date" specified on the Purchase Order. Shipments received over 7 days after the specified date are non-compliant and will be considered a performance discrepancy at the discretion of the Quality Manager.
- A2 - All parts must be provided to the most current revision level, unless approved in writing.
- A3 - All parts must have a minimum of 80% shelf life remaining when received at Seattle Aviation Solutions.
- A4 - The Seller shall immediately notify Seattle Aviation Solutions, in writing, if procured item is manufactured at, or shipped from, a Seller facility not reflected on the procurement document. The Seller shall also notify Seattle Aviation Solutions, in writing, of any address or location change.
- A5 - Seller shall not substitute any interchangeable parts without prior written approval from Seattle Aviation Solutions. The part, and part number, supplied must reflect that on the purchase order.
- A6 - Seller is required to include and flow-down all requirements of this Purchase Order to Seller's direct supply chain contracts related to the products and/or services supplied to Seattle Aviation Solutions.
- A7 - Subcontracting of the complete items contained herein shall be permitted only upon written approval from Seattle Aviation Solutions. All contractual and regulatory requirements shall apply to all levels of the supply chain.
- A8 - Material Review: The Seller shall not use dispositions of use-as-is or repair on products unless agreed upon and/ or stated by this Purchase Order.
- A9 - Any additional or different Terms, which may be contained in any documents furnished by Seller, are deemed material and Seattle Aviation Solutions hereby objects to and rejects them. Any of the following Seller acts shall constitute Acceptance:
 - a. Acknowledgement of this Purchase Order;
 - b. Commencement of performance;
 - c. Informing Seattle Aviation Solutions of commencement; or
 - d. Shipping of any items in performance of this Purchase Order.
- A10 - Seller shall keep confidential and protect from disclosure all proprietary information and use such only in the performance of and for the purpose of this PO. Disclosure of drawings and design specification is authorized for flow down to third parties only for the purposes of supporting the production of the product identified in this contract. ITAR restrictions may apply to military products and technical data.
- A11 - Seller shall maintain, and have available within 10 Business Days, quality records traceable to the conformance of product/part numbers delivered to Seattle Aviation Solutions. Seller shall make such records available to regulatory authorities and Seattle Aviation Solutions' authorized representatives. Seller shall retain such records for calendar year +10 years from the date of shipment under each applicable order for all product/part numbers unless otherwise specified on the order. At the expiration of such period set forth above and prior to any disposal of records, Seller will notify Seattle Aviation Solutions of records to be disposed of and Seattle Aviation Solutions reserves the right to request delivery of such records. In the event Seattle Aviation Solutions chooses to exercise this right, seller shall promptly deliver such records to Seattle Aviation Solutions at no additional cost on the media agreed by both parties. Seattle Aviation Solutions requires that the provisions/requirements set forth above be included in Seller's direct supply contracts related to the products/part numbers supplied to Seattle Aviation Solutions.
- A12 - Seller must provide a statement on the packing sheet certifying its Quality Assurance Department has inspected the parts and they adhere to all requirements, applicable drawings/specifications, or, when the Seller is located outside the United States and they submit an EASA/JAA/FCAA Form-1, the following conditions must exist on the Form: (A)

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Block 11 status is identified as "NEW", and (B) Block 12 titled Remarks contains a statement certifying the Seller's Quality Assurance Department has inspected the parts, and (C) Block 12 titles Remarks does not contain certification statements of PMA, Prototype, Not To Be Installed On Certified Aircraft, or any statement that does not support PC700 certification, and (D) Block 13a certifies that the items identified above were manufactured in conformity to approved design data and are in condition for safe operation. Seattle Aviation Solutions requires that the provisions/requirements set forth above be included in Seller's direct supply contracts related to the products/part numbers supplied to Seattle Aviation Solutions.

- A13 - Definition. 'Ozone-depleting substance,' as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as-- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to hydrochlorofluorocarbons. Seller shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as applicable: Warning Contains * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere. Warning Manufactured with * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere. * Seller shall insert the name of the substance(s). Seattle Aviation Solutions requires that the provisions/requirements set forth above be included in Seller's direct supply contracts as well as the obligation that they be flowed to the sub-tier supply chain. For the purpose of this note Supply Chain shall also include indirect suppliers performing value-added activity on the products and services. It focuses on direct and lower-tier suppliers.
- A14 - Notification of Escapement (NoE) Process: Seller shall provide written notification to Seattle Aviation Solutions when a nonconformance is determined to exist, or is suspected to exist, on product already delivered to Seattle Aviation Solutions. Written notification shall include:
- Affected process(es) or product number(s) and name (s), and
 - Description of the conforming condition and the affected engineering requirement (i.e. what it is and what it should be), and
 - Quantities, dates, purchase orders, and destinations of delivered shipments, and
 - Suspect/affected serial numbers, batches, and/or date codes, and airplane line units, when applicable.
 - Notification must occur within three (3) business days of knowing all the above information. However, if the condition is possible safety of flight, the information shall be submitted immediately to quality@seattleav.com.

Seattle Aviation Solutions requires that the provisions/requirements set forth above be included in Seller's direct supply contracts related to the products/part numbers supplied to Seattle Aviation Solutions, with the modification that notification shall pass through the Seller (and not directly to Seattle Aviation Solutions). Seller shall notify Seattle Aviation Solutions of all sub-tier escapes.

- A15 - Parts returned to the supplier under this order for Rework/Repair will be accompanied by proof of supplier's inspection acceptance when resubmitted. Component parts returned to Seattle Aviation Solutions, after being returned to the supplier under this order for rework/repair, will be accompanied by proof of supplier's test data and inspection acceptance when 'no fault found' is found by the supplier. Resubmitted parts will also be accompanied by a copy or reference to the applicable Seattle Aviation Solutions' Claim number(s).
- A16 - Special process suppliers shall be accredited to NADCAP AC7004. Certificates of Registration must be submitted to Seattle Aviation Solutions if not otherwise available. Suppliers shall permit Seattle Aviation Solutions access to all data in OASIS and NADCAP databases including registration documentation, certification, audit reports, findings, corrective actions, etc.
- A17 - The supplier shall notify Seattle Aviation Solutions, at quality@seattleav.com, of any changes in the certification / registration / accreditation or major audit findings within five (5) business days of receiving notification of the change or finding. Examples of changes in registration include new certification, suspension, or expiration. Suppliers not certified / registered / accredited are subject to removal from the Supplier List. If Seattle Aviation Solutions elects to continue a business relationship with the supplier, the supplier is subject to QMS and / or Special Process audits by Seattle Aviation Solutions. Suppliers may be required to reimburse Seattle Aviation Solutions for the cost of conducting these audits until certification / registration / accreditation is achieved.
- A18 - Seattle Aviation Solutions, Seattle Aviation Solutions' customers, and/or government agencies reserve the right to perform inspections of supplier's facilities, as well as at all levels of supplier's supply chain for quality and process control purposes.

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- A19 - Seller agrees not to make any changes in materials, processes, or design details of the part after qualification or approval without written approval from Seattle Aviation Solutions. This shall include changes in materials, processes or design details by subcontractors. In addition to these changes, changes which would affect the part or any component part thereof with regard to (A) part number identification, (B) physical or functional interchangeability, and (C) repair or overhaul procedures and processes, as well as material changes which affect these procedures without written approval of Seattle Aviation Solutions is prohibited. If such approval is granted, all part numbers and the original of all drawings or data shall be revised and provided to Seattle Aviation Solutions accordingly. Seller will ensure subcontracts include the above requirements for supplier part numbered items, whether such equipment is supplied to seller as an end item or as a component part of an end item.
- A20 - Calibration systems shall meet the applicable requirements of ISO 10012, ISO 17025, or ANSI/NCCL Z540-1. If ANSI/NCCL Z540 is applicable, the Handbook shall be used as the interpretive guide.
- A21 - Flammability Compliance document must be provided for material used in Cabin Interior.
- A22 - Seller shall ensure that all applicable parties in their organization are aware of their contribution to product or service conformity, product safety and the importance of ethical behavior.
- A23 - Seller may not charge late fees. Seattle Aviation Solutions does not accept late fees for past due invoices or core returns.

B. PURCHASE ORDER SPECIFIC NOTES:

The following are applicable if specified in the Purchase Order:

- B1 - No repair or overhaul work shall be performed until a written Authorization to Proceed (ATP) is issued. SAS shall have the right to terminate or suspend work prior to issuing an ATP without financial obligations.
- B2 - If a Seattle Aviation Solutions Purchase Order authorizes Seller to drop ship product to a location other than Seattle Aviation Solutions, Seller shall provide all requested quality documentation to Seattle Aviation Solutions, at quality@seattleav.com, prior to release of shipment to carrier.
- B3 - The supplier shall provide an FAA 8130-3, EASA Form One, TCCA Form One or GACA 8130-3 which references the revision level and revision date of approved data. The documentation must comply with all regulatory requirements including but not limited to current orders and memorandum. A statement of the work performed (e.g. Repaired, Modified, Rebuilt, Overhauled, And Inspected) is required (Ref CFR43.2).
- B4 - The Seller will, at all times, keep adequate books and records relating to all work under this order. These records will include rates and factors for direct labor (including labor hours), material costs, burden rates and subcontracts costs. Seller shall make such records available to regulatory authorities and Seattle Aviation Solutions' authorized representatives to review, analyze and verify these books and records.
- B5 - Suppliers at all levels of the supply chain shall be registered to either:
- QMS - Aerospace Requirements of AS/EN/JISQ 9100, or
 - QMS - Aerospace Requirements for Stockist Distributors AS/EN/SJAC 9120, or
 - QMS - Aerospace Requirements for Maintenance Organizations AS9110.
- The supplier's certificate of registration to the applicable Quality Management System shall be issued by a Certification Registration Body accredited by the International Aerospace Quality Group as recognized by SAE AS9104. Suppliers shall permit Seattle Aviation Solutions access to all data in OASIS and NADCAP databases, including registration documentation, certification, audit reports, findings, corrective actions, etc. The supplier shall notify Seattle Aviation Solutions, at quality@seattleav.com, of any changes in the certification, registration, accreditation, or major audit findings within five (5) business days of receiving notification of the change or finding. Examples of changes in registration include new certification, suspension, expiration, or Address or Production Location.
- B6 - Suppliers not certified, registered, and accredited are subject to removal from the Seattle Aviation Solutions Approved Supplier List. If Seattle Aviation Solutions elects to continue a business relationship with the supplier, the supplier is subject to QMS and/or Special Process audits by Seattle Aviation Solutions. Suppliers may be required to reimburse Seattle Aviation Solutions for the cost of conducting these audits until certification, registration, and accreditation are achieved.

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- B7 - Repair station will not repair any part by welding, brazing, soldering, heat treatment, coating, plating, adhesives or by any special process without Seattle Aviation Solutions' authorization and approvals to perform special processes by approved and authorized personnel.
- B8 - Suppliers at all levels of the supply chain shall be certified to either: ISO 9001, ASA-100 or FAA/EASA/TCCA/GACA for suppliers performing Maintenance, Repair and Overhaul. The supplier is responsible to notify Seattle Aviation Solutions of any changes in the certification / registration / accreditation or major audit findings within (5) business days of receiving notification of the change or finding. Examples of changes in registration include new certification, suspension, expiration, or Address or Production Location. Suppliers not certified / registered / accredited are subject to removal from the Qualified Supplier List. If Seattle Aviation Solutions elects to continue a business relationship with the supplier, the supplier is subject to QMS and / or Special Process audits by Seattle Aviation Solutions. Suppliers may be required to reimburse Seattle Aviation Solutions for the cost of conducting these audits until certification / registration / accreditation is achieved.

C. PAYMENT:

- C1 - Payment will be made in accordance with the terms set forth on the Purchase Order upon receipt by Buyer of conforming goods accompanied by invoices rendered together with bill of lading or copy of freight bill for each shipment.
- C2 - Buyer shall not be liable for any charges for cartage, boxing, packaging, etc., unless such charges are specifically set forth on the Purchase Order. Any sums payable to Supplier and its controlled subsidiaries shall be subject to set off for any present and future indebtedness to Buyer.

D. TITLE AND RISK OF LOSS:

Title and risk of loss to the goods purchased hereunder shall pass to Buyer per INCOTERMS 2010 as referenced on the Purchase Order.

E. SHIPPING INSTRUCTIONS:

- E1 - All shipments are to be made on Seattle Aviation Solutions' account, unless otherwise noted on our Purchase Order.
- E2 - Freight insurance is not to be added to any shipment, as Seattle Aviation Solutions maintains separate insurance for all shipments.
- E3 - The complete Purchase Order number must be shown on all invoices, bills of lading or shipping memoranda.
- E4 - All wooden packaging (crates, reels, etc.) must be certified and marked in accordance with ISPM 15 for pest control purposes.
- E5 - Default ship method shall be:
- | | |
|------------------|-------------------------------------|
| 1 lb. To 150 lbs | UNITED PARCEL SERVICE Ground |
| Above 150 lbs* | *Contact Seattle Aviation Solutions |

F. INSPECTION AND REJECTION:

- F1 - All goods purchased pursuant to this Purchase Order will be subject to final inspection and approval upon receipt by Buyer.
- F2 - Such inspection will be made within reasonable time after receipt of the goods, irrespective of the date of payment therefore, in the event the goods are nonconforming, Buyer may reject nonconforming goods, and, in such event, Buyer shall notify supplier and at Buyer's option:
- hold the goods for Suppliers account, or
 - return the goods, freight collect, to Supplier.
- F3 - Buyer may charge supplier for costs of reasonable handling, storage and inspection.
- F4 - Buyer shall have no liability or obligation whatsoever with respect to nonconforming goods held in its possession for Suppliers account or returned to Supplier.
- F5 - Supplier shall have no more than ten (10) calendar days from receipt of Buyer's notice of the nonconformity to repair or replace the nonconforming goods.

G. RIGHT OF ENTRY:

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Seattle Aviation Solutions, Seattle Aviation Solutions' customers, and/or government agencies reserve the right to perform inspections of supplier's facilities, as well as at all levels of supplier's supply chain, for quality and process control purposes. Supply chain shall mean supplier's direct network of suppliers providing material, equipment, information, and services integrated into products and services.

H. BANKRUPTCY:

In the event any bankruptcy, receivership or insolvency proceedings, voluntary or involuntary, are instituted by or against Supplier, Buyer may, at its option, cancel this Purchase Order to the extent permitted by law or court order.

I. ASSUMPTION OF RISK:

Supplier specifically and expressly assumes the risk of any foreseen or unforeseen events or causes occurring subsequent to the date of this Purchase Order, which while not rendering performance impossible, would substantially change the cost or delivery time to Buyer.

J. FORCE MAJEURE:

- J1 - Neither party hereto will be responsible for any failure to perform this Purchase Order if prevented from doing so by any cause beyond its control including, without limitation to the causes specified herein or to causes of a similar nature: acts of God, floods, fires, explosions or storms, transportation difficulties, shortage of crude oil, strikes, lockouts or other industrial disturbances, war, any law rule, order, regulation or action of any court, instrumentality or agency of the Federal or any state or local government, reduction or unavailability of product at the source of supply from which deliveries are normally made hereunder; provided, however, that nothing contained herein is intended to excuse any party from the payment of any sums of money which it may be required to pay hereunder.
- J2 - The occurrence of any event of Force Majeure as provided herein shall, to the extent performance is not made wholly impossible, reduce either party's obligation hereunder proportionately; provided, however, that in no event shall the time specified for performance hereunder be extended as a result of any occurrence of an event of Force Majeure.

K. WARRANTIES:

K1 - Supplier warrants

- a. that it will convey good title to the goods referred to on the Purchase Order and supplied hereunder, free of all liens and encumbrances,
- b. that the goods supplied hereunder meet such specifications as have been expressly made a part of this Purchase Order, and
- c. that the goods supplied hereunder shall be of merchantable quality.

K2 - Supplier further warrants:

- a. that the goods are produced in compliance with all applicable foreign, Federal, state and local statutes, regulations, rules and ordinances, and
- b. that they are properly packaged and labeled in accordance with any such statutes, regulations, rules and ordinances.
- c. the parts are not counterfeit.

L. INFORMATION AND INSTRUCTIONS:

Supplier agrees to furnish to Buyer all warnings, information, documents, labels, placards, containers and other materials which may be required by common law, statutes, ordinances, rules or regulations of any public authority relating to the use packaging, receiving, storing, handling, shipping or transporting of the goods, together with detailed written instructions as to their use and disposition of the goods and their containers.

M. LIABILITIES AND INDEMNIFICATION:

Supplier agrees to protect, indemnify, hold harmless and defend Buyer, its subsidiaries and related companies, and the officers, directors, employees, workmen, agents, subcontractors, invitees of the Buyer, from and against any claims, demands, losses, damages, (including but not limited to punitive damages), suits and other liabilities of any kind, including attorney's fees and other expenses of litigation, related to:

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- a. bodily injury, including death at any time resulting there from, and
- b. damages to all property, including loss of use thereof and downtime, which arise out of or in any way relate to:
- c. Supplier's manufacture, packaging, labeling, storage, delivery, loading, unloading, handling or possession of the goods, or
- d. the presence of Supplier, including its employees, workmen, agents and subcontractors and invitees of the Buyer, on Buyer's premises, and in the case of either (a) or (b) are caused by or alleged to have been caused by any act, omission, breach of duty, or default, defects in design, workmanship, materials, failure to conform to specification, if any, irrespective of whether liability is based on negligence, strict liability, breach of expressed or implied warranty or other breach of duty of Supplier or any of its employees, workmen, agents and subcontractors, unless same shall be due to Buyer's sole negligence. Supplier's agreement to protect, indemnify, hold harmless and defend as set forth herein shall not be negated or reduced by virtue of the existence of any negligence or alleged negligence of Buyer, its subsidiaries and related companies and the officers, directors, employees, workmen, agents, and subcontractors, active or passive, concurrent or nonconcurrent with that of others including Supplier, its employees, workmen, agents and subcontractors.
- e. the breach by Seller of any promises, covenants, or conditions made by Seller to Buyer
- f. the inaccuracy of any representation or warranty by the Seller.
- g. any items supplied by the Seller.

N. INFRINGEMENT:

Supplier shall indemnify, hold harmless and defend Buyer, its subsidiaries and related companies, and the officers, employees, workmen, agents, subcontractors, and invitees of Buyer, its subsidiaries and related companies from and against all losses, damages, demands, claims, suits and other liabilities, including attorney's fees and other expenses of litigation, based upon a claim that the goods sold hereunder constitute an infringement of any existing patent, trademark, copyright or contractual or proprietary rights.

O. COMPLIANCE WITH LAWS:

Supplier shall comply with any and all applicable foreign, Federal, state and local laws, rules, regulations, ordinances and orders, including without limitation Federal Hazardous Substances Act, the Hazardous Materials Transportation Act, Toxic Substances Act, the Federal Food, Drug and Cosmetic Act, the Fair Labor Standards Act, the Occupational Safety and Health Act, the Civil Rights Act of 1964 and relevant portions of Executive Order 11246. Supplier agrees to indemnify and hold Buyer harmless from any loss, cost or expense (including Attorney's fees) for any and all claims for or arising out of violations of this provision of the Purchase Order.

P. MODIFICATION OF WAIVER:

This instrument constitutes the entire understanding between the parties. No gate pass, sales acknowledgement form, shipping papers or other written document shall be construed as altering or overriding the terms and conditions herein. No amendment, alteration, modification or waiver of this Purchase Order subsequent to the date herein shall be valid or enforceable unless in writing and signed by the party sought to be charges, and no prior or current course of dealing between the parties, any usage of trade or custom of the industry or printed form of the Supplier such as a billing invoice, bill of lading or packing list shall modify or supplement the terms and conditions of this Purchase Order. The Order is not assignable without the prior written consent of Buyer.

Q. APPLICABLE LAW and CHOICE OF FORUM:

This Purchase Order and the rights, duties, obligations and remedies of the Buyer and Seller hereunder, shall be governed by and construed in accordance with the laws of the State of Washington, not including Washington State law governing conflicts or choice of law. All disputes arising out of or in any way related to this Purchase Order and/or the goods subject to it shall be resolved in arbitration, which shall take place in King County, Washington, as further described in the provision of this Purchase Order entitled "Arbitration."

R. RIGHTS AND REMEDIES OF BUYER:

The rights and remedies of Buyer set forth herein shall be in addition to any other rights and remedies provided in law or equity and the failure or delay by buyer to exercise any rights or remedies under this order shall not operate as a general waiver thereof.

S. NON-WAIVER

No failure by Buyer to assert its rights under any provision of this order or failure of Seller to perform any provision of this order shall be effective as a waiver thereof unless consented to in writing by Buyer, nor shall any such waiver constitute and advance waiver of any other provision or failure to perform.

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T. ASSIGNMENT

No assignment of this order, or any duty or right under it shall be binding upon Buyer unless Seller first obtains Buyer's written consent to such assignment. Any attempt to assign or delegate in violation of this Article shall be void.

U. SEVERABILITY

In the event any Article of these terms and conditions is held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining Articles of these terms and conditions will not be affected and, in lieu of such conditions one or more Articles as similar in terms as may be valid and enforceable under applicable law.

V. DISPUTES AND ARBITRATION:

Any controversy between Buyer and Supplier including any claim, suit or demand made by Buyer and Supplier against one another, or made by any other person or entity purporting to act on behalf of, by or through them, arising out of or in any way related to this Purchase Order, including but not limited to the validity and interpretation of this Purchase Order, the conduct or performance of the Purchase Order by parties hereto, or breach hereof, shall be subject to binding arbitration.

Such arbitration shall take place in King County, Washington. Arbitration shall commence upon the written demand of either party. Unless the Buyer and Seller later agree to a different procedure, each party shall designate an arbitrator within fourteen (14) days following the date of the written arbitration demand. Each arbitrator shall be a practicing attorney with no fewer than ten (10) years of experience, or a current or former magistrate or judge in a court of general or appellate jurisdiction. The designated arbitrators shall select a third, neutral arbitrator, who shall meet the same minimum qualifications as the designated arbitrators, within fourteen (14) days thereafter. In the event the designated arbitrators cannot decide upon a third, neutral arbitrator, the matter shall be referred to the United States District Court for the Western District of Washington at Seattle, which shall select the third arbitrator from a list of possible arbitrators submitted by each party.

All matters related to the administration of the arbitration, including discovery, motions and hearings on all matters, shall be within the discretion of the arbitrators. However, the arbitrators may refer to and rely upon the Commercial Arbitration Rules of the Center for Public Resources Institute for Dispute Resolution.

Each party shall pay the fees of the arbitrator it designates. The fees of the third, neutral arbitrator shall be shared equally among the parties. The party that prevails or substantially prevails in the arbitration shall be entitled to an award of reasonable attorneys' fees and other costs reasonable and necessary to preparation and presentation of its case.

The interpretation and application of this arbitration provision shall be subject to the Federal Arbitration Act, and judgment on the arbitration award shall be entered pursuant to that Act in the United States District Court for the Western District of Washington at Seattle.

W. REVISIONS

Revision	Date	Section	Paragraph	Summary of Change	Authorized by
New	1/3/18			Initial Issue	D. Krekelberg, QM
A	9/7/18	E	5	Account # removed	D. Krekelberg, QM
B	8/28/20	A	23	Added new clause A23	S. Altork, CEO