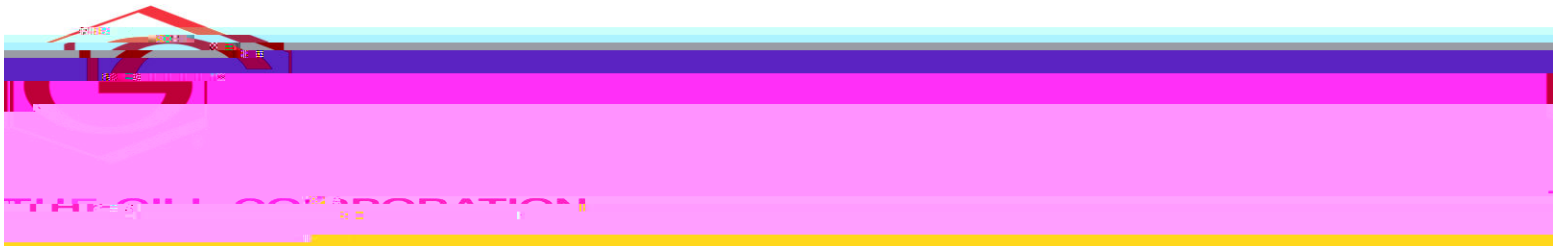

Products including, but not limited to, damages due to Buyer's Customers. If any Products fabricated by Seller from material furnished by Buyer is rejected by Buyer as Nonconforming Products, Seller shall pay Buyer the replacement cost of the material used therein.

7. **WARRANTY OF SELLER.** Seller expressly warrants that all Products covered by this Order (i) will conform to all of the specifications, technical descriptions, statements of work, drawings, designs, samples, documents, and other requirements specified by Buyer, (ii) will be merchantable, (iii) are of good material and workmanship and free from defect; and (iv) be free of any liens, encumbrances, and clouds on title. Seller expressly warrants that all Products covered by this Order that are of Seller's design or are

parts, and perform any necessary certifications, which may involve Customers and airline regulatory agencies. Seller will use diligent efforts to minimize cost and operational impact, including the effects of interchangeability to Buyer and Customers.

21. **INDEMNITY/INSURANCE.** Seller agrees to indemnify, defend, and hold Buyer and/or Customers harmless from all claims, suits, actions, proceedings, awards, liabilities, damages, costs and expenses, including attorneys' fees, by reason of property damage, death and/or personal injury of whatsoever nature or kind, arising out of, as a result of, or in connection with Seller's performance of this Order. If Seller

control and without Seller's fault or negligence) the respective rights and duties of Buyer and Seller shall be determined by, and settlement shall be made in accordance with either FAR 52.249-1 or FAR 52.249-2 ð which are incorporated herein and made a part hereof by reference ð as the applicable section may be amended, modified, and in effect as of the date of such termination.

ii. Termination for Default. Buyer may at any time cancel this Order in whole or in part for default by written notice

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