

Purchase Order Terms and Conditions

1. Applicability. These Purchase Order Terms and Conditions and the purchase order to which they are attached (collectively, “ **Order**”) constitute an offer by Buyer (the “**Buyer**”) to purchase the goods or services specified in the Order (the “**Goods**” or “**Services**”, respectively) from the party listed on the purchase order (the “**Seller**”) on the terms contained in this Order (the “**Terms**”). This Order supersedes all prior written or oral inquiries, proposals, agreements, negotiations or commitments pertaining to the subject matter of the respective Services and/or Goods, provided that the terms and conditions of any applicable existing 'master' type of agreement between Buyer and Seller (a “**Master Agreement**”) supersede these Terms and Conditions to the extent of any conflict. No amendments, modifications, substitutions, or supplements to this Order (including but not limited to Seller’s general terms and conditions of sale, purchase order terms or other terms issued in connection with the purchase) are binding unless in writing and signed or otherwise approved in writing by Buyer’s designated representative. For additional clarity, any different terms or conditions contained in any quotations, acknowledgement, invoices, shrink-wrap, click-warp, browse-wrap or other documents provided by Seller are null and void. Buyer is not obligated to purchase any amount of Goods or Services from Seller and is not obligated to purchase Goods or Services exclusively from Seller.

2. Acceptance of Offer By Seller. The Order is accepted or shall be deemed accepted by Seller (i) upon receipt by Buyer of any written documentation from Seller indicating such acceptance (including but not limited to mail, fax, email or other means electronic transmission including Seller’s electronic acceptance of the Order as evidenced in Buyer’s automated procurement processing system); (ii) shipment of the Goods, or any portion thereof, including where such shipment is accompanied by Seller’s own terms and conditions which shall have no effect; or (iii) performance of the Services or commencement of any work related to the Services. Buyer may withdraw the Order at any time before it is accepted by Seller.

3. Change Orders.

3.1 Buyer may at any time, by written notice, and without notice to sureties or assignees, make changes within the general scope of this Order in any one or more of the following: (i) drawings, designs, or specifications; (ii) method of shipping or packing; (iii) place of inspection, acceptance, or point of delivery; and (iv) delivery schedule.

3.2 If any such change causes an increase or decrease in the cost of, or the time required for performance of any part of this Order, Buyer shall make an equitable adjustment in the Order price and/or delivery schedule and

to Buyer the price of the Goods and the amount of outbound freight attributable to such over shipments. Buyer will pay only for the maximum quantities ordered. For Goods delivered ahead of the scheduled delivery date, Buyer may (a) return such Goods to Seller freight collect, or (b) accept such Goods with payment based on the scheduled Delivery Date and not the date of receipt by Buyer. Seller shall use reasonable efforts to deliver the Goods in totality as ordered by Buyer on the scheduled delivery date. If Seller is unable to deliver the total order, Seller shall promptly notify Buyer, and Buyer may, at its sole option, consent to such partial delivery. If Buyer does not consent, Buyer may cancel all or a portion of the order without liability. Partial deliveries shall be separately invoiced by Seller and paid for by Buyer.

5. Delivery Location. All Goods shall be delivered to the address specified in the Order (the "**Delivery Location**") during Buyer's normal business hours or as otherwise instructed by Buyer.

6. Shipping Terms. Seller is responsible for arranging the entire shipment until it is delivered to Buyer's designated destination. Seller shall give written notice of shipment to Buyer when the Goods are delivered to a carrier for transportation. All containers will be properly marked for identification per the instructions on Buyer's Order and contain a packing slip that details, at a minimum, the Buyer's Order number(s), product part number, detailed product description, total number of boxes in shipment, quantity of product shipped, and final delivery address. Seller shall provide Buyer all shipping documents, including the commercial invoice, packing list, and any other documents necessary to release the Goods to Buyer within three business days after Seller delivers the Goods to the transportation carrier. Seller will, at its expense, deliver Goods by the most expeditious shipping method if the delivery schedule is endangered for any reason other than Buyer's fault. The Order number must appear on all shipping documents, shipping labels invoices, correspondence, and any other documents pertaining to the Order.

7. Tax. Seller's invoices shall state applicable taxes owed by Buyer, if any, by tax jurisdiction and with a proper breakdown between taxable and nontaxable items. Seller shall remit such tax payments to the appropriate jurisdiction. Buyer shall not be responsible for (i) any taxes not so separately listed, which shall be the sole responsibility of Seller, (ii) the remittance of taxes to applicable tax authorities; or (iii) ad valorem, franchise, privilege, value-added or occupational taxes or any taxes or other governmental payments based on the income, employees, payroll, property or capital of Seller. Seller will indemnify Buyer from any claims by any jurisdiction relating to Taxes paid by Buyer to Seller and for any penalties, fines, additions to tax or interest thereon imposed as a result of Seller's failure to

10. Documentation.

and marketable title to the Goods free and clear of all liens, claims and encumbrances of whatever kind and description. Seller hereby assigns to Buyer all warranties provided by any manufacturer or other supplier in the applicable purchase documents pertaining to the Goods to the extent Seller is not the manufacturer or other original source of the Goods or any part thereof. These warranties will survive any inspection, delivery, acceptance, payment or use by Buyer of or for the Goods and are in addition to any other warranty provided by law or equity.

13.2. Seller further warrants and represents that neither Seller nor any individual, entity, or organization holding any material ownership interest in Seller, nor any officer or director, is an individual, entity, or organization with whom any United States law, regulation, or executive order prohibits United States companies and individuals from dealing, including, without limitation, n (t)2uie-6 (2o)-

copyright or trademark infringement; (b) unlawful disclosure, use or misappropriation of a trade secret; or (c) violation of any other third party intellectual property right, either by themselves or in combination with any other goods or services, and from expenses incurred by Buyer in defense of such suit, claim or proceeding. Seller will have the right to conduct the defense of any such claim or action and, consistent with Buyer's rights hereunder, all negotiations for its settlement; provided, however, in no event will Seller enter into any settlement without Buyer's prior written consent, which will not be unreasonably withheld. Buyer may participate in such defense or negotiations through its own counsel to protect its interests. If any injunction or restraining order is issued, Seller will, at its expense, obtain for Buyer either the right to continue to make, use, offer to sell, sell or import the Goods or replace or modify the Goods to make them non-infringing.

16.2. All copyrightable material arising out of anything done pursuant to this Order shall constitute works made for hire. Seller hereby assigns such rights to Buyer and agrees without cost or expense to Buyer to take such further appropriate action to assign such rights.

16.3. Seller acknowledges and agrees that all right, title and interest in and to any Work Product (as defined below), except for Seller Retained IP Rights (as defined below), shall be the sole property of Buyer whether the services to be performed are completed or not. Seller hereby assigns to Buyer all of Seller's right, title and interest in and to the Work Product excluding the Seller Retained IP Rights. All Work Product and any reproductions thereof shall be surrendered to Buyer by Seller.

insurance retentions maintained by Seller, both in a form acceptable to Buyer, with endorsements, shall be filed with Buyer upon execution of this Order (but no later than the initial provision of Services under this Order) and upon the renewal of such policies. Seller further will maintain such additional types 0 (a) (I)6 (

Confidential Information". With respect to Seller's Confidential Information, Buyer shall use good faith efforts to: (i) protect all such information from disclosure in violation of this Section and (ii) restrict the use of such information to the intended purpose of this Order. Buyer's Confidential Information and Seller Confidential Information shall be collectively referred to as "**the Parties' Confidential Information.**"

(c) Upon termination of this Order, the receiving party shall either return within ten (10) business days all originals and copies of the Parties' Confidential Information received from the disclosing party or certify by appropriately authorized officer that all of such confidential information not returned to the disclosing party has been destroyed provided that if Buyer has requested any Buyer's Confidential Information to be returned to it then Seller shall return such information to Buyer in a reasonably secure manner.

(d) The obligations set forth in this Section 22.1 shall not apply to any portion of the Parties' Confidential Information which (i) is or later becomes generally available to the public by use, publication or the like, through no act or omission of the recipient hereunder of such, or (ii) the receiving party possessed prior to the effective date of this Order without being subject to an obligation to keep such confidential, or (iii) is independently developed by the receiving party without use of or reference to the other party's information. In the event the receiving party becomes legally compelled to disclose any confidential information of the disclosing party, the receiving party shall immediately provide the disclosing party with notice thereof prior to any disclosure, shall use its best efforts to minimize the extent of disclosure, and shall cooperate with the other party should such other party seek to obtain a protective order or other appropriate remedy. The obligations of this Section 22.1 with respect to the Parties' Confidential Information that constitutes a "trade secret" (as defined by applicable law) will survive the termination of this Order for so long as such confidential information remains a trade secret under applicable law, and (ii) with respect to other types of the Parties' Confidential Information, will survive the termination of this Order for a period of survival.g2 (or)6.00410 (r)-3 8 (t)-4 Tc.00mi616c -0.002 Tw 0.27 0d(t)1.9 (en)9

this Order; (ii) sold, assigned, or otherwise provided to third parties by Seller; or (iii) commercially exploited by or on behalf of Seller. Seller will, at its own expense, promptly correct all errors in and damage to Buyer Data and the reports delivered to Buyer if caused by Seller or employees, subcontractors or agents.

22.4 Data Security. Seller represents that it has developed, enforces and maintains appropriate technical, physical, organizational, administrative and/or logical security measures to protect any information it receives from Buyer or in connection with this Order including, but not limited to, Buyer Data against unauthorized access or disclosure, accidental or unlawful destruction, accidental loss, or

immediately notify the other Party if it learns of any unauthorized disclosure by it of NPI to a third party and to cooperate in any reasonable investigation the other Party determines is reasonably necessary as the result of such disclosure. The Parties further agree to comply with all applicable federal, state and local laws pertaining to the treatment of NPI and breach of data security.

22.7 Data Security Audit. Seller grants Buyer the authority to conduct an assessment, audit, examination, or review of Seller's security controls to confirm Seller's adherence to the terms of this provision, as well as any applicable laws, regulations, and industry standards, not more than once per year or upon notification of any security incident or complaint regarding Seller's privacy and security practices. Buyer may elect to obtain the services of a mutually-agreeable third party to conduct this assessment, audit, examination, or review on behalf of Buyer. Buyer shall give Seller no less than thirty (30) calendar days' notice of its intent to conduct such assessment, audit, examination, or review. As part of this assessment, audit, examination, or review, Buyer may review all controls in Seller's physical and/or technical environment in relation to all Buyer Data being handled and/or hardware, software, or services being provided pursuant to this Order. Seller shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, application software, and systems relevant to the provision of hardware, software, or services under the Order.

23. Force Majeure. Neither party shall be liable to the other for any delay or failure in performing its obligations under the Order to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable ("**Force Majeure Event**"). Seller's economic hardship or changes in market conditions are not considered Force Majeure Events. Seller shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under the Order. If a Force Majeure Event prevents Seller from carrying out its obligations under the Order for a continuous period of more than ten (10) business days, Buyer may terminate this Order immediately by giving written notice to Seller.

24. Assignment. Seller shall not assign, transfer, delegate, or subcontract any of its rights or

