



STANDARD TERMS AND CONDITIONS – PURCHASE ORDER

IMPORTANT CONTRACT TERMS ARE INCLUDED BELOW, INCLUDING DISCLAIMER OF WARRANTIES, LIMITATIONS OF LIABILITY, RELEASE AND INDEMNITY PROVISIONS.

1. Sole Agreement: This Purchase Order constitutes the entire agreement of the parties with respect to the purchase of the services and goods herein ("Products"). Buyer objects to, rejects, and shall not be bound by any past or future terms and conditions not set forth herein, including any additional or inconsistent terms shown on Seller's sales confirmation, invoices, shipping or other documents; Any such additions or inconsistencies therein with the provisions hereof shall be null and void.

2. Changes: Seller may not substitute any Products ordered or make any changes to the specifications, country of origin, quality assurance processes, or components for any Product without the prior written approval of Buyer. Buyer may, at any time and at its discretion, modify the order for Products, without restriction, by submitting written notice to Seller. No claims or charges will be allowed by Buyer without advance written consent.

3. Price: The price for Products shall be the price stated in this order. Prices are inclusive of all handling, taxes, duties, fees, or charge of any kind. Any state or local sales or use taxes which Seller is obligated to collect shall be added to the invoice as a separate charge to be paid by the Buyer. Buyer reserves a security interest in all goods paid for but not delivered; Seller will execute such documents of acknowledgment as are requested by Buyer.

4. Title. Delivery: Seller shall deliver Products on the date stated on the face of this order. Title and risk of loss to all Products purchased hereunder shall pass to Buyer upon acceptance at the receipt point(s) designated in this order. Use of a portion of the Products for the purpose of testing shall not constitute an acceptance of the goods.

5. Damages: If Seller delivers Products that do not strictly comply with any applicable purchase order, without limiting Buyer's other remedies, Seller shall pay Buyer at Buyer's sole option: (i) the actual damages incurred by Buyer, or (ii) 20% of the total price of the order. Buyer may reject any noncomplying Products without liability.

6. Force Majeure: Neither party shall be liable for delays caused by acts of God, riots, war, rebellion, sabotage, acts of terrorism, acts of public enemies, and acts of governmental authorities, provided notice thereof is timely given. Buyer reserves the right to cancel this order without liability should such delays, in Buyer's sole judgment, adversely affect Buyer.

7. Warranty: Seller warrants to Buyer Group that, at the time of delivery and for two years after delivery, UNLESS OTHERWISE SPECIFIED IN THE PURCHASE ORDER, Products shall meet the following requirements: a) be new and made or manufactured from new materials; b) be free from liens, security interests, or other encumbrances on behalf of Seller; c) be of merchantable quality and fit for the purpose for which they are purchased; d) strictly comply with Buyer's specifications for the Products, all specifications and representations included in drawings, designs, prototypes, samples, and Seller's catalogs, brochures, and other marketing materials, and all specifications set forth by any industry standard or governing entities, e) be free from defects in material, workmanship, and design; f) not infringe any third party's intellectual or industrial property rights; g) not include open source code; h) not contain or introduce any viruses, worm, trap door, back door, timer, clock, counter, or other limiting routine, instruction, or design that would erase data or programming or otherwise cause any of Buyer Group's systems to become inoperable or incapable of being used in the full manner for which it was designed or created; and i) meet or exceed the highest applicable industry standards. Seller warrants to Buyer Group that all information Seller provides

will be complete and accurate. If Products fail to comply with the warranties in this section, Seller shall, at Buyer's sole option, repair, replace, re-perform, or refund the purchase price of, the affected Products. Buyer may purchase substitute goods and services in lieu of requiring Seller to repair or replace the affected Products, and Seller shall be liable for any additional costs incurred by Buyer in doing so.

8. Insurance: During performance of this order and for three years following the last delivery of Products, Seller shall maintain insurance including: workers' compensation and employers' liability, commercial general liability, automobile liability insurance covering all vehicles used in connection with the Products or services, covering bodily injury and property damage, professional errors and omissions insurance covering the activities of Seller, property loss insurance, and excess liability insurance all with not less than \$2,000,000 (USD) per occurrence. Seller shall furnish Buyer annually with certificates of insurance evidencing the required insurance coverages, with insurers and underwriters authorized to do business in the jurisdiction where Products or work are being provided, and have an A.M. Best rating of at least A- VII. All of Seller's insurance policies required hereunder (except worker's compensation) shall be endorsed to name Buyer Group as additional insured, contain a waiver on the part of insurer, by subrogation or otherwise, of all rights against Buyer Group and be primary and non-contributory with respect to any insurance Buyer Group may maintain.

9. Indemnification: **SELLER SHALL INDEMNIFY, DEFEND AND HOLD BUYER, ITS AFFILIATES, AND INDIRECT OR DIRECT CUSTOMERS, AND THEIR EMPLOYEES, CONTRACTORS, DIRECTORS, OFFICERS, REPRESENTATIVES, PREDECESSORS, AND SUCCESSORS, (COLLECTIVELY, "BUYER GROUP") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LAWSUITS, JUDGMENTS, DAMAGES, FINES, PENALTIES, LOSSES AND EXPENSES, INCLUDING COURT COSTS AND REASONABLE ATTORNEY'S FEES, (COLLECTIVELY, "CLAIMS") ARISING FROM OR RELATED TO BREACH OF SELLER'S WARRANTIES, REPRESENTATIONS, COVENANTS, OR OBLIGATIONS IN THIS ORDER, LIABILITY ATTRIBUTABLE TO AN ACTUAL OR ALLEGED DEFECT IN THE DESIGN OF, MANUFACTURE OF, OR WARNINGS AND INSTRUCTIONS INCLUDED WITH PRODUCTS, SELLER'S PERFORMANCE OF THIS ORDER, OR SELLER'S NEGLIGENCE INCLUDING THE NEGLIGENCE OF SELLER'S EMPLOYEES, CONTRACTORS, AGENTS OR RESELLERS.**

10. Liability: **TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, A) THE INDEMNIFICATION OBLIGATIONS AND LIMITATIONS IN THIS ORDER APPLY REGARDLESS OF WHETHER A CLAIM IS IN CONTRACT, TORT (INCLUDING THE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF ANY MEMBER BUYER GROUP) OR IS RELATED TO A LIABILITY RESULTING FROM THE APPLICATION OF DOCTRINES OF STRICT LIABILITY OR STATUTORY FAULT OR THE UNSEAWORTHINESS OF ANY VESSEL OWNED, CHARTERED OR OPERATED BY ANY MEMBER OF BUYER GROUP; B) BUYER GROUP'S ENTIRE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE PRODUCTS OR THIS ORDER SHALL NOT EXCEED THE LESSER OF THE PRICE PAID BY BUYER TO SELLER FOR THE PRODUCTS GIVING RISE TO THE CLAIM, OR THE AMOUNT PAID BY BUYER PURSUANT TO THIS ORDER; AND C) BUYER GROUP SHALL NOT BE LIABLE FOR ANY SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, STATUTORY DAMAGES, LIQUIDATED DAMAGES, EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF REVENUE, BUSINESS INTERRUPTION, OR LOSS OF REVENUE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.**

11. Language/Laws: This order shall be construed in accordance with the laws of the state of Texas. All disputes arising out of or related to this order shall be resolved in state or federal courts in Houston, Texas.

12. Notice: All notices hereunder shall be sent by courier, or sent by certified mail, return receipt required, or overnight carrier to Buyer or to Seller at the address set forth in this order.

13. Assignment and Sub-Contracts: Buyer may assign this order at any time. Seller may not assign this order without the prior written consent of Buyer, nor sub-contract any work, services or obligations arising hereunder, in whole or in part, to any third party without the prior written consent of Buyer. Such consent may be withheld by Buyer for any reason. This order shall extend to and be binding upon the parties hereto, their successors, and assigns.

14. Patents: To the extent Buyer or its customers need a license to use or otherwise fully enjoy Development IP or any pre-existing Intellectual Property (that is, IP that exists prior to or independent of this order) embodied in or by any Products, Seller hereby grants Buyer a worldwide, royalty free, irrevocable license, with the right to grant sublicenses to its customers, to make, use, sell, reproduce, distribute, perform, display and create derivative works of any and all such pre-existing IP. Seller further agrees, for no additional consideration or compensation, to execute any and all documents and do any and all further acts requested by Buyer to effect the intent and purpose of this order.

15. Non-Waiver: Waiver of any breach or failure to enforce any of the terms or conditions of this order or course of conduct at any time shall not limit or waive either party's rights thereafter to enforce or compel strict compliance with every term and condition of this order.

16. Confidentiality: Seller shall treat as confidential any information it receives in the course of performing under this order or that it receives otherwise from or concerning Buyer or its affiliates or customers (collectively, "Confidential Information"). Seller will not disclose Confidential Information to third parties and will take all available actions to safeguard Confidential Information, and Seller shall not use Confidential Information except in performance of its obligations under this order. Promptly upon termination or at the request of Buyer, whichever occurs first, Seller shall return to Buyer or destroy, as directed by Buyer, all Confidential Information disclosed to Seller.

17. Compliance: Seller warrants that it has not given nor received any commissions, payments, gifts, kickbacks, lavish, or extensive entertainment or other things of value to or from any employee or agent of Buyer or any third party in connection with this purchase order and acknowledges that the giving or receiving of any such payments, gifts, entertainments, or other things of value is strictly in violation of Buyer's corporate policy and may result in the cancellation of this and all future orders. Seller shall notify Buyer's security department of any such solicitation by any of Buyer's employees, agents or any third party. Seller warrants that it and its subcontractors will comply with and all Products will be produced, sold and delivered in compliance with all applicable laws, rules, and regulations, to the extent not inconsistent with United States law, including without limitation, where applicable: the United States Foreign Corrupt Practices Act; Toxic Substances Control Act (including report provisions); the Fair Labor Standards Act of 1938, as amended; the Federal and State Department of Transportation Regulations, including packaging regulations; the Williams-Steiger Occupational Safety and Health Act of 1970 as amended; the Federal Mine and Safety and Health Act of 1977 and other safety or health laws; Executive Order 11246 (Equal Employment

Opportunity); the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; Section 503 of the Vocational Rehabilitation Act of 1973, as amended; 29 CFR Part 471, Appendix A; Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (41 CFR 60-250.4); Affirmative Action for Handicapped Workers (41 CFR 60.1.40(A)); Federal Procurement Regulations relating to Minority Business Enterprises; and all environmental laws, including the Clean Air Act (42 USC 1857) and the Federal Water Pollution Control (33 USC 1251). Seller shall not comply with any foreign boycott laws or requirements which are in violation of any United States law. Seller shall obtain and maintain all licenses, permits, or other approvals required by applicable authorities related to the performance, production, sale, use, import, and export of all Products, to the extent not inconsistent with United States law. Seller represents and warrants that its products do not contain conflict minerals sourced from the Democratic Republic of the Congo or any adjoining country, or that finance armed groups in such countries, and agrees to provide Buyer with such information regarding conflict minerals in Seller's products as Buyer may reasonably request, including certification as to the source of such conflict minerals.

18. Audit: Buyer has the right to expedite all or part of this order. In addition, Buyer has the right to audit and inspect, at any reasonable time during or subsequent to performance of this order, Seller's and its subcontractor's books, records, inventory, tooling, and plants to assure compliance with this order or any applicable law.

19. Hazardous Material: Upon acceptance of this order for ultimate shipment by any mode of transportation, the Seller certifies that the contents of the shipment are described by proper shipping name and are classified, packed, marked, labeled, and in proper condition for carriage by the selected mode of transportation according to applicable national government regulations and for international shipment with the current IATA/ICAO/IMCO Restricted Articles Regulations and agrees to defend and indemnify Buyer against any violations of these regulations.

20. Cancellation: Buyer may cancel this order, in whole or in part, at any time and shall pay for any work completed to Buyer's reasonable satisfaction up until the point of cancellation. Seller will refund all amounts pre-paid by Buyer for the order within 30 days of Buyer's cancellation.

21. Payment: Buyer shall pay undisputed amounts owed to Seller for Products within 45 days of the Buyer's receipt of a correct invoice. Seller acknowledges and agrees that any invoice not received by Buyer within ninety (90) days after Products have been performed or delivered shall be time barred and shall not be paid unless there has been advance written consent by Buyer with respect to such delay. Buyer may deduct any amount owed by Seller to Buyer as a setoff against any amount due to Seller.

22. Severability: If any provision of this order is invalid, illegal, or unenforceable in any jurisdiction, for any reason, the invalidity, illegality, or unenforceability of that provision will not affect any other provision in this order, but the invalid, illegal, or unenforceable provision will be substituted with a valid provision that most closely approximates the intent and the economic effect of the original provision and that would be enforceable to the maximum extent permitted in the jurisdiction.