

Purchase Order Terms and Conditions

- 1) The seller by acceptance of this order accepts all the terms and conditions hereof. Acceptance of this order shall take place either by execution and return of the signed acknowledgement or by part performance of the order. Any modifications or alterations of or additions to the terms and conditions of the order, to be binding, must be in writing, signed by an authorized representative of the purchaser and delivered by the purchaser to the seller. Any term, condition or reservation, inconsistent with the terms hereof that may be contained in any printed or standard acknowledgement, invoice form or other document issued by seller shall be of no effect (purchaser hereby objects to any such terms, conditions, or reservations and notifies the seller that they are rejected) notwithstanding purchasers act of accepting or paying for any shipment or otherwise performing the obligations on its part to be observed or performed hereunder.
- 2) Unless otherwise stated in this order, terms are Net Sixty (60) days after delivery of goods and receipt of invoices.
- 3) Seller represents that any price or prices specified in the order do not exceed seller's current selling price for the same or substantially similar goods. Unless otherwise stipulated, all prices inserted on the face of the order shall represent the total cost to the purchaser as at the point of delivery, including sales taxes and custom duties and other government and municipal taxes, levies and charges of every description and charges for packing, crating, boxing, storage and shipping charges. If price is not stipulated on the order; it is not to be filled at the higher prices than the last previously quoted or charged without written authority of purchaser.
- 4) All goods shall be shipped F.O.B. as stated on the face of the purchase order. If goods are shipped destination or purchaser's plant, shipping charges must be prepaid in all cases. No insurance premium or shipping costs will be allowed unless otherwise authorized in writing. Goods must be packed and delivered to conform to Uniform Freight Classification to obtain lowest shipping rate. Packing slips must be enclosed with all shipments showing the order number, line number, release number, if any, and quantity. Charges accrued through seller's failure to ship in accordance with the purchase's shipping instructions will be charged to seller's account.
- 5) Time shall be of the essence in the order. The goods must be delivered strictly in accordance with the quantities, specifications and delivery schedule specified. Otherwise, in addition to its other legal remedies, purchaser shall be at liberty to cancel the order, in whole or in part. Purchaser assumes no obligation for goods shipped in excess of quantities specified in this order or prior to delivery schedule specified.
- 6) Goods are subject to inspection by purchaser and purchaser shall be the final judge of the goods. Purchaser reserves the right to any portion of any shipment not strictly in accordance with the specifications and in such case will pay to seller a reasonable price thereof, but such retention shall not preclude purchaser from rejecting the remainder of any or other shipments. Rejected goods will be held for seller's instructions and at its risk and expense. If instructions are not received within fifteen (15) days after notice of rejection, goods will be returned at seller's expense. No goods returned as defective shall be replaced without purchasers' written permission. Where re-work is required to meet specification requirements, the seller, at no cost to purchaser, shall arrange for such re-work. Payment for goods shall not constitute acceptance thereof by purchaser nor shall purchaser's inspection or omission to inspect relieve seller of its obligation to furnish all goods in strict accordance with all terms and provisions of the order.
- 7) Seller expressly warrants that all goods covered by the order will be of good material and workmanship, free from defects and will conform to applicable specifications, drawings, samples or description.

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- 8) Seller agrees to indemnify and save harmless purchaser, its successors and assigns, against all damages, expense, claims, demands, actions, suits and proceedings for actual or alleged infringement of any patent, copyright or trademark by reason of the sale, use or incorporation into manufactured products, of the goods furnished.
- 9) This order shall not be assigned in whole or in part without the previous written consent of the purchaser.
- 10) The remedies herein reserved shall be cumulative and additional to any other and further remedies provided in law or equity. No waiver of a breach of any provision of the contract shall constitute a waiver of any other breach, or of such provision.
- 11) The seller shall not, without first obtaining the written consent of purchaser in any manner advertise the fact that the seller has contracted to furnish purchaser goods, and for failure to observe the provision, the purchaser shall have the right to cancel the contract resulting from acceptance of this order, without any further liability thereon.
- 12) If seller ceases to conduct its operation in the normal course of business (including inability to meet its obligations as they mature), or if any proceedings under any bankruptcy or insolvency laws is brought by or against seller, or a receiver for seller is appointed or applied for, or an assignment for the benefit of creditors is made by seller, purchaser may terminate the order without liability, except for deliveries already made.
- 13) Seller shall keep confidential all information, drawings, specifications, or data furnished by purchaser, or prepared by seller specifically in connection with the performance of the order and not divulge or use such information, drawings, specifications or data to or for the benefit of any other party. Seller agrees that if the goods covered by the order are to be manufactured to design or technical data furnished by purchaser, the seller shall not, without the prior written consent of purchaser, manufacture any such goods except for and upon the order of the purchaser.
- 14) The obligations of the seller shall survive acceptance of the goods and payment thereof by purchaser.
- 15) Termination for convenience/Basis for termination: NOTICE – Tech Manufacturing, LLC may, from time to time terminate all or part of any order issued, by written notice to seller. Any such written termination shall specify the effective date and the extent of any such termination.
- 16) All persons performing work under this contract shall be aware of and adhere to their contribution to product or service conformity, their contribution to product safety, and the importance of ethical behavior.
- 17) **Electronic Data Exchange:**
 - a. The parties agree that if an Order is transmitted electronically neither party shall contest the validity of the Order or any acknowledgement thereof, on the basis that the Order or acknowledgement contains an electronic signature.
 - b. Buyer and Seller agree that in the event any part of the purchase and sale of Articles covered by these Term and Conditions will hereafter be affected using electronic data interchange, these Terms and Conditions shall continue to apply thereto.

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18) Export Licensing Information/Offshore Procurement

- a. This contract, including any attachments or exhibits hereto, may contain information which is subject to the International Traffic in Arms Regulations (ITAR) or Export Administration Regulations (EAR) which may not be released to foreign concerns or foreign persons either inside or outside the United States without first obtaining the proper export authority. Seller shall obtain an export license pursuant to the requirements set forth herein for any items that Seller either manufactures or subcontracts outside the U.S. or before allowing access to any technical data by a foreign person in the United States. If Seller is a “Foreign Person” (as defined by the International Traffic in Arms Regulations [ITAR] reference 22 CFR Sub- chapter M) the Seller shall, upon request of Buyer’s Procurement Agent and without additional cost, provide such information as may be necessary to support Buyer’s application for export license(s) covering any items ordered from Seller hereunder.
- b. This Contract may contain defense related technical data. Buyer or Sellers customer has obtained or will obtain the approval of the U.S. Government to furnish to seller the data, and any other items hereunder requiring such approval, which are necessary from Seller to perform this Contract. U.S. Government approval is based upon the following ITAR requirements with which Seller agrees to comply:
 - i. Seller shall use the technical data furnished by Buyer or Buyer’s customer only in the manufacture of defense articles in accordance with this contract.
 - ii. Seller shall not disclose or provide technical data furnished by Buyer or Buyer’s customer to any person except authorized U.S. citizen, protected person, permanent resident alien (immigrant alien). If Seller is a “Foreign Person,” it may also disclose or provide technical data furnished by Buyer or Buyer’s customer to its employees who are citizens of the same country and qualified subcontractors in the same country which require the data in performance of the subcontract.
 - iii. Seller shall not disclose or provide technical data furnished by Buyer or Buyer’s customer to any foreign person either in the U.S. or abroad without obtaining prior authorization directly from the U.S. Department of State Office of Defense Trade Controls (ODTC). ITAR defines a “foreign Person” as any person who is not a U.S. citizen, permanent resident alien, or a protected individual as defined by 8 USC 1324B(a)(3). Foreign person also means a foreign corporation (corporation not incorporated in the U.S.), foreign Government, and any agency or subdivision of foreign governments (i.e. diplomatic mission).
 - iv. Seller shall not acquire any rights in the data furnished by Buyer or Buyer’s customer except to use it in the performance of this contract. Seller also shall not convey to its qualified subcontractors any greater rights in the data than Seller has. Seller’s qualified subcontractors shall only have the right to use the data as required in the performance of their subcontracts.
 - v. Seller shall deliver the defense articles manufactured in accordance with this Contract only to Buyer, Buyer’s customer or to the U.S. Government.
 - vi. Upon completion or termination of this Contract, Seller shall destroy or return to Buyer or Buyer’s customer all technical data furnished to seller by Buyer or Buyer’s customer pursuant to this Contract. At Buyer or Buyer’s customer’s election. Buyer or Buyer’s customer may direct Seller to return or destroy the data and may require Seller to certify in writing that Seller has complied.
 - vii. Seller shall impose these requirements, (i) through (vii), suitably revised to identify the parties properly, on all its subcontractors to which Seller intends to furnish technical data provided by Buyer for use by the subcontractor in performance of the subcontracts.

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19) Counterfeit Parts Prevention:

- a. For purposes of this clause, Work consists of those parts delivered under this Contract 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.
- b. SELLER agrees and shall ensure that Counterfeit Work is not delivered to TECH MANUFACTURING, LLC.
- c. SELLER shall only purchase products to be delivered or incorporated as Work to Tech Manufacturing, LLC 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 by TECH MANUFACTURING, LLC.
- d. SELLER shall immediately notify TECH MANUFACTURING, LLC with the pertinent facts if SELLER becomes aware or suspects that it has furnished Counterfeit Work. When requested by TECH MANUFACTURING, LLC, SELLER shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.

20) Conflict Minerals

All materials provided under this Purchase Order must be free of conflict minerals from Covered Countries in accordance with Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act. For suppliers who provide product to Tech Manufacturing containing Tantalum (and all its derivatives), Tin, Tungsten or Gold seller shall complete EICC Conflict Minerals Reporting Template (common survey) found at <http://www.conflictreesmelter.org> and perform due diligence on its supply chain in order to fulfill the reporting obligations of this article.

- 21) All orders shall be governed by the laws of the state of Missouri.