

Definitions.

(a)

“Buyer” means ADDMAN Intermediate Holdings, LLC on behalf of itself and its subsidiary companies.

(b)

“Seller” means the manufacturer or vendor furnishing the Products named in this Order.

(c)

“Order” means the basic requirements set forth on the face of any applicable purchase order, contract for the sale of Products, these terms and conditions, any subsequent modification or line items, requirements, and/or terms and conditions as may be mutually agreed upon by the parties.

(d)

“Products” means the specific goods, products, equipment, materials, merchandise, and/or services, including accessories sold as part of any Order.

2.

Purchase and Governing Provisions. Buyer agrees to purchase from Seller Products subject to the terms and conditions set forth herein. Acceptance of this Order is expressly made conditional on assent to the terms, provisions and conditions of this Order which cannot be altered by the shipment or receipt of any Goods contemplated by this Order. Alteration or additions, to be binding on Buyer, must be in writing and bear the signature of Buyer’s authorized representative, Buyer hereby giving advance notice of objection to any alterations or additions purported to be made by any written expression or confirmation of acceptance of this Order by Seller unless approved in writing by Buyer’s authorized representative as aforesaid. Seller’s shipment of the Goods or its execution of the acknowledgment copy of this instrument shall constitute acceptance of all of the terms, provisions and conditions herein set forth, and said terms, provisions and conditions shall constitute the entire contract between the parties, no additional or different terms, provisions or conditions contained in a written expression or confirmation of acceptance by Seller shall become a part of the contract even though such expression or confirmation of acceptance states that it is expressly made conditional on assent to such additional or different terms, provisions or conditions. If at any time Seller offers more favorable prices or other terms to any other customer, or if prices or other terms in effect on the date of shipment or billing are more favorable than prices and other terms in effect on the date of the purchase order, Seller shall notify Buyer, and at Buyer’s option, this Order may be amended to incorporate any such prices or terms. Should Buyer at any time any shipment is due under the Order be offered, in good faith, a lower delivered price on like goods of equal quality and specification, in like quantity as the shipment of Goods involved by a manufacturer of such material not affiliated with Buyer and furnish Seller written evidence

of same, Seller will, at its option, either (a) supply such shipment of Goods at the lower price or (b) permit Buyer to purchase such quantity of like goods at the lower delivered price from the manufacturer making such offer. Any quantity of like goods purchased by Buyer with Seller's permission shall be deducted from the total quantity of the Order.

3.

Payment Terms. Unless otherwise stated on the Order, all amounts due to Seller will be paid within sixty (60) days after the later of: (a) Buyer's receipt of the respective invoice; or (b) Buyer's acceptance of the Goods. Buyer may set off against such amounts any sums owed to Buyer by Seller hereunder and/or any damages sustained by Buyer resulting from any breach of this contract by Seller. Under no circumstances shall Buyer, without its prior written consent, pay any late fees, interest, carrying or other charges with respect to any amounts invoiced to Buyer by Seller. Delivery shall not be deemed to be complete until the Goods have been actually received and accepted by Buyer or, if such Goods are drop shipped, then until such Goods have actually been received by the party designated to receive such Goods. Title in the Goods and risk of damage to or loss of the Goods shall pass to Buyer on receipt of the Goods by Buyer or such party. Time of delivery is of the essence of this contract. Seller thus agrees that if the Goods ordered hereunder are not delivered at the time and in accordance with Buyer's instructions, and Buyer pays or incurs any liquidated damage, penalty or other charge for late delivery or performance under the terms of any contract(s) on account of Seller's late delivery, Seller shall immediately indemnify and hold harmless Buyer therefor. Buyer reserves the right to refuse any Goods and cancel all or any part of the Goods not conforming to applicable specifications, drawings, samples or descriptions. Acceptance of any part of the Order shall not bind Buyer to accept future shipments, nor deprive it of the right to return Goods already accepted.

4.

Shipment. Shipments shall be made via the most economical route, and in a single shipment, unless otherwise instructed in this Order. Seller shall furnish for each shipment a receipted bill of lading or other receipt from the carrier. No charge shall be made for packing, crating, storage, insurance, shipping or delivery expense unless authorized by Buyer in this Order. Buyer reserves the right to return over-shipments at Seller's expense. Buyer's count and weight shall be accepted as final and conclusive if a packing slip is not enclosed with shipment.

5.

Warranty.

(a)

In addition to any warranty implied by fact or law, Seller expressly warrants that the Goods covered by this Order are free from defects in design, materials and workmanship, conform

strictly to specifications, drawings and samples, if any, are fit and sufficient for the purpose intended, are merchantable, do not infringe on any patent, trademark, copyright or other intellectual property right of any third party, and are conveyed to Buyer

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free and clear of all liens, claims and encumbrances. Any warranty of the Seller which is derived from a supplier or vendor of the Seller shall be effective as a limitation upon Buyer's rights ONLY if Seller provides a copy of such third-party warranty to Buyer prior to the submission of this Order and Buyer agrees in writing to be bound thereby. Acceptance of this Order shall constitute an agreement upon Seller's part to indemnify and hold Buyer harmless from liability, loss, damage and expenses, including special, incidental and consequential damages, and including reasonable counsel fees, incurred or sustained by Buyer by reason of the failure of the Goods to conform to such warranties or by reason of the negligence or willful misconduct by Seller or its employees, contractors, agents or representatives. Such indemnity shall be in addition to any other remedies provided by law. Such warranty shall run to Buyer, its successors, subsidiaries, affiliates, assigns and customers. All warranties shall survive inspection, tests, acceptance of and payment by Buyer. In the event of breach of warranty, Buyer may at its option either return for full refund or credit or require prompt correction or replacement of the defective non-conforming Goods. In the event Seller refuses to promptly correct the defective or non-conforming Goods as required hereunder by Buyer, Buyer may upon reasonable notice to Seller make the repairs necessary to correct said Goods and charge Seller with the costs of repair. All shipping costs and any reasonable travel, removal and installation costs incurred in connection with Goods to be replaced or repaired or faulty work to be corrected, shall be borne by Seller. Any warranty herein provided shall be valid for a period of not less than two years from the date of installation or start-up whichever is later.

(b)

Seller will, at its own expense, defend any suits that may be instituted by anyone against Buyer for alleged infringement of any patent, trademark or copyright relating to any Products manufactured by Seller hereunder, if such alleged infringement consists of the use of Products in Buyer's business and, provided Buyer shall have made all payments then due hereunder, shall have given Seller immediate notice in writing of any such suit, transmitted to Seller upon receipt of all processes and papers served upon Buyer, permitted Seller through its counsel, either in the name of Buyer or in the name of Seller, to defend the same and given all needed information, assistance and authority to enable Seller to do so. If such Products are held to infringe any valid patent, trademark or copyright, then: (i) Seller will pay any final award of damages in such suit attributable to Buyer for such infringement, and (ii) if in such suit use of such Products by Buyer is permanently enjoined by reason of such infringement, Seller shall, at its own expense and at its sole

option, either (A) procure for Buyer the right to continued use of the Products, (B) modify the Products to render it non-infringing, (C) replace the Products with non-infringing goods, or (D) refund the purchase price and the transportation costs paid by Buyer for the Products, less a reasonable allowance for use and ordinary wear and tear. Notwithstanding the foregoing, Seller shall not be responsible for any compromise or settlement made without its written consent, or for infringements of combination or process patents covering the use of the Products in combination with other goods or other materials not furnished by Seller. The foregoing states the entire liability of Seller for infringement, and in no event shall Seller be liable for any damages attributable to infringement nor any alleged infringement of products manufactured by third parties and supplied hereunder.

6.

Indemnification. Seller shall fully indemnify, defend and hold harmless Buyer, its directors, officers, agents, insurers and employees from and against all actions, claims, demands, damages, liabilities and expenses (including but not limited to attorney fees) which, in whole or in part, arise out of or relate to any breach of Seller's obligations under this Order or arise out of or relate to:

(a)

infringement of the patent or other proprietary rights of any third party by the Seller, with respect to any of the Goods covered by this Order or any related components and parts;

(b)

breach of the warranty provided in this Order;

(c)

violation of any applicable federal, state or local law or regulation in the manufacture or sale of any of the Goods covered by this Order, or any related components and parts;

(d)

any negligent or wrongful act or omission by Seller or its directors, officers, agents, employees, vendors or subcontractors; or

(e)

product liability, personal injury (including death) or property damage claims related in whole or in part to the Goods.

7.

Insurance. Seller shall maintain in full force and effect during the term of this Order, with one or more insurance companies reasonably satisfactory to Buyer, comprehensive general liability insurance, including coverage for products liability, personal injury and environmental claims, with a Seller's endorsement, with respect to all claims and damages arising out of the manufacture, distribution, sale, offering for sale, disposal and use with respect to any of the Goods covered by this Order, or any actions taken by Seller pursuant to this Order, regardless of when such claims are made or when the underlying injuries

occur or manifest themselves.

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8.

Force Majeure. Neither party shall not liable for any damage as a result of any delay due to any cause beyond such party's reasonable control, including but not by way of limitation any act of God, embargo or other governmental act (including any order, directive, or other action arising from the Defense Production Act), regulation, documented request by the other party, fire, flood, pandemic, accident, war, riot, act of terror. In the event of any such delay, the date of performance shall be extended for a period equal to the time lost by reason of delay, plus the delay reasonably incident to the resumption of normal work.

9.

Change Orders. Buyer shall have the right to make changes within the scope of this Order. If any change causes an increase or decrease in price under this Order, or in the time required for performance, an equitable adjustment shall be made and this Order shall be modified in writing accordingly. Any claim for adjustment under this provision must be asserted within a reasonable time not to exceed thirty (30) days from the date the change is ordered, and the amount of such claim must be stated in writing; provided, however, nothing shall exclude Seller from proceeding with the Order as changed; and further provided, however, notwithstanding any other provision herein to the contrary, if Buyer designates the Goods ordered hereunder to be delivered in multiple or staggered shipments, Buyer shall at any time have the right upon written notice to Seller to cancel and terminate this Order as to any Goods not then shipped without liability to Buyer on account thereof.

10.

Cancellations. Buyer may terminate this Order in whole or in part at any time for any cause by serving upon Seller written notice, and will reimburse Seller for its reasonable and necessary expenses incurred directly incident to this Order to the date of cancellation, but shall not be liable for any loss of profits on the portion thereof canceled. If Seller fails to make delivery in accordance with the agreed delivery date or schedule, except as provided due to Force Majeure, or otherwise fails to observe and comply with any of the other instructions, terms, conditions, or warranties applicable to this Order or fails to make progress as to endanger performance of this Order or in the event of any proceedings by or against Seller in bankruptcy, or insolvency or for the appointment of a receiver or trustee, or an assignment for the benefit of creditors, Buyer may in addition to any other right or remedy provided by this Order or by law, terminate all or any part of this Order by written notice to Seller without liability to Buyer on account thereof. Buyer may purchase similar goods and services elsewhere on such terms and in such manner as provided for in the Uniform Commercial Code.

11.

Compliance with Laws.

(a)

Seller will comply with all laws applicable to Seller in manufacturing and delivering the Products.

(b)

To the extent such Import and Export Laws are applicable, Seller represents and warrants that it will comply fully with all applicable Import and Export Laws, including any provisions relating to reporting or disclosure requirements. Seller shall execute any documents reasonably required by Buyer for the purpose of complying with US laws and regulations.

(c)

Orders for Products may involve information or items that are subject to the International Traffic in Arms Regulations (ITAR) or Export Administration Regulations (EAR) and that may not be released to Foreign Persons inside or outside the United States without the proper export authority. Seller agrees that it will not export or re-export, directly or indirectly, any hardware, software, defense service, information or technical data provided by, through, or with the cooperation of Buyer, to any Foreign Person (as defined by 8 USC 1101(a)(20)), including persons employed by or associated with, or under contract with, Seller without the prior written consent of Buyer and without first obtaining any required export license or other lawful approval. Seller represents that neither Seller nor any parent, subsidiary or affiliate of Seller is included on any of the restricted party lists maintained by the Government. Seller shall promptly notify Buyer in writing if Seller is, or becomes, listed in any Restricted or Denied Parties List or if Seller's export privileges are otherwise denied, suspended or revoked in whole or in part by any Governmental authority.

(d)

In accordance with the Foreign Corrupt Practices Act, Seller agrees it will not, and will not permit its subsidiaries, affiliates, and all of its and their directors, officers, employees and agents, directly or indirectly, to, offer, pay, promise to pay or authorize the payment of any money or give, offer, promise or authorize giving anything of value to (a) any Foreign Official (as hereinafter defined) or (b) any other person, while knowing or having reason to know that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to a Foreign Official for the purpose of: (i) influencing any net or decision of such Foreign Official in his or her official capacity, including a decision to fail to perform his official functions; or (ii) inducing such Foreign Official to use his or her influence with a government or instrumentality to affect or influence any act or decision of such government or instrumentality, in order to assist in obtaining or retaining business for or with, or directing business to, any person. For purposes of this provision, the term "Foreign Official" means any officer or employee of a government or any department,

agency, or instrumentality thereof, or any corporation or other entity controlled thereby or any person acting in an official capacity for or on behalf of any such government, department, agency, instrumentality, corporation or other entity, or candidate for political office. or any officer, employee or agent thereof. Seller shall indemnify and hold Buyer harmless for all claims, demands, damages, costs, fines, penalties, attorneys' fees and other

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expenses arising or resulting from Seller's failure to comply with this Section.

(e)

When applicable, the foregoing obligation further includes without limitation compliance with all statutory, regulatory and contractual requirements that may be applicable to Seller pursuant to Buyer's status as a contractor or subcontractor with the U.S. Government, the provisions of which are made a part of this purchase order by reference and include, without limitation, Federal Acquisition Regulation and/or Defense Federal Acquisition Regulation.

12.

Waiver. The parties shall not be deemed to have waived any of their rights, powers, or remedies under this Agreement, or at law or in equity unless such waiver is in writing and is executed. No delay or omission by the parties in exercising any right, power, or remedy shall operate as a waiver thereof or of any other right, power, or remedy. No waiver by the parties of any default shall operate as a waiver of any other default, or of the same default or another occasion.

13.

Technical Information. Any sketches, models, samples or designs submitted by Buyer shall remain the property of Buyer, and shall be treated as confidential information by Seller unless Buyer has in writing indicated a contrary intent. No use or disclosure of such sketches, models and samples, or any design or production process or techniques revealed thereby, shall be made without the express written consent of the Buyer.

14.

Confidential Information. Information exchanged under this Agreement will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. Confidential Information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents or contractors with a need to know such information to support that purpose. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure. These obligations do not cover information that: (i) is known by the receiving party at the time of receipt; (ii) is or becomes a part of the public

domain other than as a result of disclosure by the receiving party; (iii) the receiving party lawfully obtains from a third party under conditions permitting its disclosure to others; or (iv) is disclosed as required by law Government regulations.

15.

Separability. If any provisions of this Agreement shall be deemed illegal or unenforceable, such illegality or unenforceability shall not affect the validity and enforceability of any legal and enforceable provisions hereof which shall be construed as if such illegal and unenforceable provision or provisions had not been inserted herein, unless such illegality or unenforceability shall destroy the underlying business purpose of this Agreement.

16.

Assignability. Seller may not assign this Agreement without Buyer's prior written consent, which shall not be unreasonably withheld.

17.

Governing Law and Dispute Resolution. This Agreement and these terms and conditions shall be governed and construed according to the laws of the State of Delaware, USA, without reference to principles of conflicts of laws. The rights and obligations of the parties hereunder shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. For any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, including claims for equitable relief and requests for interim measures, the parties shall first discuss in good faith alternative dispute resolution options. Should alternative dispute resolution fail, the parties agree that any legal action or proceeding will be brought exclusively in the Federal or State courts in and for Delaware, USA. The parties further agree that service of process may be made by certified mail or overnight delivery (via FedEx or similar international carrier) directed to the served party at the address stated in this Agreement, and service so made shall be deemed to be completed upon actual receipt thereof. The parties waive any objection to jurisdiction and venue of any action instituted as provided herein and agree not to assert any defense based on lack of jurisdiction or venue.

18. Supplier Awareness: Supplier must comply with all applicable laws and regulations, employee competent personnel to ensure Buyer's requirements are met, and be committed to the highest standards of ethics and business conduct. Supplier must not engage in unfair business practices (i.e. business gifts, etc.), and should avoid involvement in activities that could be perceived as a conflict-of-interest. Supplier to enforce all product safety requirements, including the management of critical items and key characteristics. Supplier shall communicate any concerns regarding product safety to Dinsmore. Supplier will ensure that employees and people working on its behalf are aware of:

- Their contribution to product or service conformity.
- Their contribution to product safety.
- The importance of ethical behavior.
- Prevent the use of counterfeit parts.

19. Government Contract. Buyer reserves the right at any time to terminate this Contract to the extent that same covers Goods to be used by Buyer in performing a contract or subcontract for the U.S. Government. The rights of Buyer and Seller in such event shall be governed by the applicable Procurement Regulations relating to the termination of subcontracts under Buyer's contract with U.S. Government or subcontractor under such contract, and such Regulations are incorporated herein as though set forth herein full. If any FAR, DFARS Supplement Clauses are not applicable by their terms, they shall be self-deleting. (a) The clause set forth in FAR 52.249-2 is incorporated and made a part hereof, except that in Paragraph (e) the reference to a "year" period for submission of a final termination proposal is changed to "six months," and where used therein, the term "Contractor" shall mean "Seller," the term "Contract" shall mean "Purchase Order," and the term "Government/Contracting Officer" shall mean "Dinsmore& Associates LLC." The reference to "Disputes clause" of Paragraph (j) of FAR 52.249-2 shall mean the Dispute Resolution clause of this Purchase Order.