

**PURCHASE ORDER
TERMS AND CONDITIONS
DIT-MCO INTERNATIONAL LLC**

1. Acceptance.

Acceptance of any purchase order by Seller is expressly limited to the terms and conditions contained in this document. Any term or condition stated by Seller in any prior proposal, on Seller's acknowledgement form, or in otherwise acknowledging or accepting any order is deemed by Buyer to be a material alteration of the order and is hereby objected to by Buyer. Any such term or condition shall be inapplicable to all orders unless specifically agreed to in writing by Buyer. Acceptance of the materials or services covered by any order will not constitute acceptance by Buyer of Seller's terms and conditions. Any of the following acts by Seller shall constitute acceptance of the purchase order and all of its terms and conditions: (a) signing and returning a copy of the order; (b) delivery of any of the materials ordered; or (c) commencement of performance.

2. Seller's Quotation.

Reference in the purchase order to Seller's quotation does not imply acceptance of any terms or conditions of such quotation. Any terms or conditions of such quotations which are in addition to or inconsistent with the terms and conditions contained in the purchase order are excluded.

3. Entire Agreement.

These terms and conditions, any other special conditions contained on the purchase order hereof and any specifications or other documents referenced hereby constitute and represent the complete and entire agreement between Buyer and Seller and supersede all previous communications, either written or verbal, concerning the subject matter of the purchase order.

4. Waivers.

Failure of Buyer to insist on performance of any of the terms, conditions or requirements of the purchase order shall not be construed as a waiver of such terms, conditions or requirements and shall not affect the right thereafter to enforce each and every term, condition or requirement hereof.

5. Changes.

The quantities, prices, terms, conditions, or other pertinent specifications of the purchase order shall not be changed except by Buyer's written authorization. Where the materials ordered are to be specifically manufactured in accordance with drawings and/or specifications, Buyer may, at any time, by written order make changes in drawings, designs, specifications, method of shipment or packing and place of delivery. If any such change causes an increase or decrease in the cost of or time required for performance of the work under the purchase order, an equitable adjustment shall be negotiated.

6. Specifications and Drawings.

When materials ordered are to be produced in accordance with Buyer's specifications or drawings, the additional and supplementary terms and conditions therein shall apply. Approval of samples by Buyer shall not relieve Seller from full compliance to all specifications and drawings.

7. Delivery and Inventory Control.

Deliveries shall be strictly in accordance with the schedule set out or referred to in the purchase order and in exact quantities ordered, and, except as specifically indicated to the contrary, shipped F.O.B. Buyer's designated delivery point. Seller will limit and phase expenditures and other commitments to permit performance and completion of each production increment in sequence without creating any unreasonable commitments for or accumulations of raw materials or components. Shipments in excess of quantities or in advance of scheduled delivery dates are not to be made without Buyer's written approval. Buyer reserves the right to return at Seller's expense any early or excess shipments or any part thereof and/or to delay payment for such shipments until their scheduled due date. Buyer and Seller agree that time is of the essence in delivering the materials ordered hereunder.

8. Inspection and Acceptance.

Except as otherwise agreed in writing, Seller is responsible for performing all inspections and tests necessary to substantiate that the deliverable conforms to contract requirements and specifications. Objective written evidence of quality (test data, reports and analysis, etc.) must be maintained and made available upon request. All shipments from Seller shall be subject inspection and acceptance by Buyer at Buyer's designated delivery point. Said inspection and acceptance shall not release the Seller of its obligation with respect to latent defects. Non-conforming deliverables will be returned to Seller at no cost to Buyer, transportation costs to be paid by Seller.

- a) Seller shall notify Buyer if a non-conforming purchased deliverable is identified after delivery to the Buyer.
- b) Seller shall notify Buyer if the Seller is not an authorized distributor of parts being supplied, prior to accepting the purchase order.

9. Payment Not Constituting Acceptance.

Payment for any item on the purchase order shall not constitute approval or acceptance of such material by Buyer, and Buyer's right of inspection shall survive payment. Seller shall repay Buyer the purchase price of any materials found to be defective, not to conform to specifications or drawings or not shipped in accordance with Buyer's delivery schedule. Seller shall bear the full cost and all risk of loss in returning such materials. Buyer may elect to retain rejected materials and remedy any defects or nonconformity to specifications or drawings. Cost of making such remedy shall be negotiated between the parties and the price to be paid by Buyer shall be adjusted accordingly.

10. Right of Access.

The Buyer, its direct customer and related authorities shall have a right of access to all of Seller's facilities involved in the Purchase Order and to all its applicable product and service records.

11. Flow down Requirement.

The Seller shall flow-down all of Buyer's specific requirements to its sub-tier suppliers, including but not limited to, compliance with FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment, as well as DFARS clauses 25.204-7012, 25.204-7019, 25.204-7020, and 25.204-7021 Cybersecurity Maturity Model Certification Requirements.

The Seller is subject to the receipt of a Supplier Corrective Action Request (SCAR). The Seller will also flow down the SCAR to any sub-tier suppliers, if applicable. The Seller (and any sub-tier suppliers), are required to provide root cause corrective action response within ten (10) working days. Failure to do so would subject the Seller to an evaluation of their Critical Supplier status with the Buyer.

12. Conflict Minerals.

Seller shall disclose whether products contain any Conflict Minerals (3TG) as defined under Section 1502 of the U.S. Dodd-Frank Act and its implementing regulations (collectively the "Conflict Minerals Law") that are necessary to the production or functionality of the products. If products on this purchase order contain any Conflict Minerals, Seller shall assure that those Conflict Minerals are "DRC conflict-free" as defined in the Conflict Minerals Law.

13. Terms of Payment.

Terms of payment are as specified in the purchase order. Payment discount and payment schedule will be computed from the date of receipt of correct invoices or acceptance of materials, whichever is later. No charges for crating or boxing will be allowed unless specified on the face of the purchase order.

14. Cancellation.

Buyer reserves the right to cancel the purchase order, or any part thereof, if (a) Seller fails to fill the order within the schedule specified herein; (b) Seller defaults in compliance to other specified terms and conditions of this order; or (c) Buyer sends a written notice of cancellation. In the case of a "no cause" cancellation, Buyer and Seller will negotiate an equitable termination agreement and material disposition based on the stage of completion of in-process materials and the market value thereof. A "no cause" cancellation is a cancellation where none of the events in (a) and (b) of this section has occurred.

- 15. Remedies.**
No remedy herein provided shall be deemed exclusive of any other remedy allowed by law. Buyer shall have the right to assert claims for incidental, special, or consequential damages; lost profits; lost goodwill; loss of the use of funds, equipment, personnel, or facilities; and attorney's fees and court costs incurred in obtaining satisfactory remedial action or compensation.
- 16. Assignment.**
Neither the purchase order nor any rights or obligations hereunder are assignable or transferable without Buyer's written approval. As to payments, any request for such approval should be accompanied by executed Articles of Assignment and submitted to Buyer for written approval.
- 17. Compliance with Laws.**
In performance of the work hereunder, Seller shall comply at all times with and give all stipulations and representations required by all applicable executive orders, federal, state, municipal and local laws and rules, orders, requirements and regulations hereunder.
- 18. Seller Conduct.**
Seller is expected to adhere to industry "best practices" to ensure persons are aware of their contribution to product and services, as well as any and all legal requirements in the conduct of its business, including without limitation observance of and compliance with Human Rights and labor conventions; ethical business practices including fair competition and the avoidance of corruption, money laundering, conflicts of interest, and acceptance of excessive gifts and hospitality; occupational health and safety standards regarding not only Seller's employees but also subcontractors, the local community, and users of Seller's products; and environmental practices that contribute to the preservation of the environment and mitigation of impact on natural resources, including the avoidance of hazardous substances, and compliance with local regulations (such as REACH or WEEE) as applicable. Seller must take the appropriate steps to prevent the use and sale of counterfeit parts.
- 19. Equal Opportunity.**
In connection with the performance of work under the purchase order, Seller agrees, in accordance with any applicable laws, such as, Executive Order 11246, not to discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, age (40 or over), or disability; and to comply with all other aspects of the Equal Opportunity Program. Seller is further notified that he may become obligated to develop and maintain an affirmative action plan, and may be required to file EEO-1 reports.
- 20. Government Contracts.**
When the materials ordered are to be used in the performance of a government contract or subcontract hereunder, and the contract or subcontract number is shown in the purchase order, additional and supplementary terms and conditions shall apply whether or not attached hereto. Seller must assure that it obtains and complies with the details of all such requirements.
- 21. Labor Disputes.**
Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the purchase order, Seller shall immediately give notice thereof, including all relevant information with respect thereto, to Buyer. Seller agrees to insert the substance of this clause in any subcontract for all or any part or component of the materials ordered hereunder.
- 22. Buyer-Owner Property.**
Unless Buyer and Seller otherwise agree in writing, the following provisions shall apply to any tools, tooling, dies, patterns, equipment and materials used in the performance of the purchase order, that are either supplied to Seller by Buyer, or have been acquired by Seller and paid for by Buyer. All such property shall hereafter be referred to as Buyer-owned property.
a. Seller shall not use Buyer-owned property in the performance of any other work than that required by the purchase order without prior written approval by Buyer. Title to all Buyer-owned property shall at all times remain with Buyer.
b. Seller shall preserve Buyer's title to Buyer-owned property free of all encumbrances. Buyer retains the right to enter Seller's premises and remove Buyer-owned property with or without a court order.
c. The risk of loss or damage to all Buyer-owned property or liability arising there from shall be with Seller from the time that such property is delivered to Seller until that property is removed from Seller's place of business as directed by Buyer in writing. In holding Buyer-owned property, Seller shall be considered a bailee-for-hire.
- 23. Proprietary Rights.**
Seller agrees that Buyer's designs, specifications, formulas, technology, drawings, plans, processes and manufacturing information are proprietary data and shall not be utilized for purposes other than those intended in the purchase order. Seller further agrees to preserve the confidentiality of all information relating to the purchase order.
- 24. Patents.**
Seller warrants that the sale or use of materials covered by the purchase order will not infringe any United States patents, and undertakes to indemnify Buyer against all judgments, decrees, costs and expenses resulting from any alleged infringement, and shall tender to Seller the defense of any action; and Seller covenants that it will, upon the request of Buyer and at Seller's own expense, defend or assist in the defense of any suit or action which may be brought against Buyer or those selling or using any products of Buyer by reason of an alleged patent infringement in the sale or use of Seller's materials.
- 25. Indemnification.**
Seller agrees to indemnify and hold harmless Buyer against any and all liabilities whatsoever for damages and/or injuries which may be incurred by Buyer by virtue of defective material or workmanship in the materials supplied hereunder or any breach of the warranties of Seller, including those contained herein.
- 26. Liens.**
Seller agrees to deliver to Buyer the materials covered by the purchase order free and clear of all liens, claims and encumbrances.
- 27. Warranties.**
In addition to all other expressed or implied warranties, Seller warrants that all materials provided hereunder will be (a) free from defects in workmanship and materials; (b) free from defects in design except to the extent that such materials comply with the detailed designs provided by Buyer; (c) suitable for the purposes, if any, which are disclosed to Seller; (d) in conformity with all the other requirements of the purchase order; and (e) of merchantable quality. These warranties, and all other warranties, express or implied, shall survive delivery, inspection, acceptance, and payment. In addition to any other rights Buyer may have, if the materials are found not to be as warranted within a period of one (1) year after acceptance by Buyer, Buyer may return such materials to Seller, at Seller's expense, for correction, replacement, credit, or refund, as Buyer may direct. Any materials corrected or furnished in replacement shall, from the date of delivery of such correcting or replacement materials, be subject to the provisions of this section for the same period and to the same extent as materials initially furnished pursuant to the purchase order.
- 28. Taxes.**
It is hereby certified that the materials ordered herein are exempt from any sales or use tax, if so noted on the purchase order, for the reason that materials are purchased for resale or will become an ingredient or component part of, or be incorporated into or used or consumed in, a manufactured product for ultimate sale at retail. If the materials described on the purchase order are purchased tax exempt and subsequent use makes this property taxable, Buyer will assess and pay tax to the appropriate state.
- 29. Law Governing.**
This agreement shall be construed and interpreted in accordance with the laws of the State of Missouri.