

**ONASSET Intelligence, Inc.**  
**Terms and Conditions of Purchase**

**General Provisions**

**BY ACCEPTING THIS PURCHASE ORDER, AND/OR PERFORMING HEREUNDER SELLER AGREES TO COMPLY FULLY WITH THE TERMS AND CONDITIONS OF PURCHASE SET FORTH IN THIS DOCUMENT. ACCEPTANCE OF THIS PURCHASE ORDER IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS OF THIS PURCHASE ORDER AND NONE OF SELLER'S TERMS AND CONDITIONS SHALL APPLY UNDER ANY CIRCUMSTANCES. ACCEPTANCE BY ONASSET INTELLIGENCE, INC. (HEREINAFTER CALLED "ONASSET"), OF THE GOODS, SERVICES OR WORK DELIVERED UNDER THIS PURCHASE ORDER SHALL NOT CONSTITUTE AGREEMENT TO SELLER'S TERMS OR CONDITIONS. SELLER MAY NOT SHIP UNDER RESERVATION.**

**1. Modifications**

Changes, modifications, waivers, additions or amendments to the terms and conditions of this Purchase Order shall be binding on **ONASSET** only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized **ONASSET** representative.

**2. Applicable Law**

The validity, interpretation and performance of these terms and conditions and any purchase made hereunder shall be governed by the laws of the state of Texas. Where not modified by the terms herein, the provisions of Texas' enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction. The United Nations Convention on the International Sale of Goods (the Vienna Convention) is deemed waived and shall not apply. In the event of any dispute arising hereunder, the parties hereby submit to the jurisdiction of the state and federal courts located in Dallas County, Texas.

**3. Compliance with Law**

**Seller** agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations. If requested by **ONASSET**, **Seller** agrees to timely certify compliance with such laws in such forms as **ONASSET** reasonably may request.

**4. Ethical Conduct**

**Seller** agrees to provide the products and perform the services hereunder with the highest ethical standards. **ONASSET** will not do business with any entity or person that **ONASSET** believes has engaged in unethical practices. **ONASSET** expects its suppliers to abide by this policy and not to engage in any activity that results or may result in a conflict of interest, embarrass **ONASSET**, or harm **ONASSET**'s reputation. **Seller** will: (i) maintain transparency and accuracy in corporate record keeping and (ii) act lawfully and with integrity in handling competitive data, proprietary information and other intellectual property. **Seller** will not engage in corrupt practices, including public or private bribery or kickbacks.

**5. Antidiscrimination and Humane Treatment of Workers**

a. **Seller** will employ workers on the basis of their ability to do the job and not on the basis of their personal characteristics or beliefs.

b. **Seller** will assure that products (including parts) will not be produced, manufactured, mined, or assembled with the use of forced, prison, or indentured labor, including debt bondage, or with the use of illegal child labor in violation of International Labor Conventions for minimum age (ILO-C138) and child labor (ILO-C182). **Seller** will not require workers to remain in employment for any period of time against their will. If **Seller** provides housing or eating facilities, it will assure the facilities are operated and maintained in a safe and sanitary manner.

c. **Seller** will operate safe, healthy and fair working environments, including managing operations so that overtime does not create inhumane working conditions. **Seller** will pay workers at least the minimum legal wage. **Seller** will assure that workers are free to join, or refrain from joining, associations of their own choosing, unless otherwise prohibited by law.

**6. Release of Information**

Neither party hereto shall, without the prior written consent of the other party (which shall not be unreasonably withheld or delayed), publicly announce or otherwise disclose (except to the U.S. Government, when the Purchase Order references a U.S. Government contract or subcontract number), the existence or the terms of this Purchase Order, or release any publicity regarding this Purchase Order. Unless expressly agreed upon in writing by **ONASSET**, nothing in this Purchase Order shall be construed as granting, conveying or conferring any rights to **Seller**, either express or implied, (a) in any **ONASSET** intellectual property or rights; (b) to use **ONASSET**'s trademarks, trade names, name or logo on any marketing literature, websites, presentations, press releases or any other media form or in connection with any product, service or promotion; or (c) to use **ONASSET** as a reference account. This provision shall survive expiration, termination or cancellation of this Purchase Order.

Any knowledge or information that **Seller** may disclose to **ONASSET** shall not be deemed to be confidential information and shall be acquired by **ONASSET** free from any restrictions as to use or disclosure thereof, unless **ONASSET** shall have agreed to accept confidential information from **Seller** pursuant to a duly executed nondisclosure agreement defining **ONASSET**'s obligations with respect to such information.

## **7. General Indemnity**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, **SELLER** SHALL AND DOES AGREE TO INDEMNIFY, DEFEND, PROTECT AND SAVE **ONASSET**, ITS OFFICERS, DIRECTORS, EMPLOYEES, SERVANTS, AGENTS, AFFILIATES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PERSONS"), HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, SUITS, DEMANDS, LOSSES, JUDGMENTS, INCIDENTAL, CONSEQUENTIAL, DIRECT AND INDIRECT DAMAGES, PENALTIES, FINES, LIABILITIES, COSTS AND EXPENSES, (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES, CONSULTANTS' FEES, COURT COSTS AND EXPENSES) ("CLAIMS"), ARISING OUT OF OR RELATED IN ANY WAY TO: (i) THE WORK PERFORMED HEREUNDER; (ii) ANY ACT, OMISSION, NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, STRICT LIABILITY IN TORT, OR BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED, OF **SELLER**, ITS CONTRACTORS, SUBCONTRACTORS, SERVANTS, OR AGENTS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER; (iii) FAILURE OF **SELLER**, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, SERVANTS, OR AGENTS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS ON OR AFTER THE EFFECTIVE DATE OF THIS PURCHASE ORDER; OR (iv) BREACH BY **SELLER**, ITS EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS OF THE TERMS AND CONDITIONS OF THIS PURCHASE ORDER (COLLECTIVELY, THE "LIABILITIES"). SUCH LIABILITIES INCLUDE, BUT ARE NOT LIMITED TO, INJURIES TO, SICKNESS OR DEATH OF ANY PERSON (INCLUDING **SELLER**'S OR ANY SUBCONTRACTOR'S EMPLOYEES), CLAIMS BASED ON STRICT LIABILITY AND CLAIMS FOR PROPERTY LOSS OR DAMAGE TO REAL AND/OR TANGIBLE PERSONAL PROPERTY. **THE OBLIGATIONS OF SELLER UNDER THIS INDEMNIFICATION PROVISION SHALL APPLY TO ALL CLAIMS AND ALL LIABILITIES EVEN IF SUCH CLAIMS OR LIABILITIES ARE CAUSED OR CONTRIBUTED TO BY THE NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PERSON.** THE INDEMNIFICATION PROVISIONS IN THIS SECTION SHALL NOT BE LIMITED BY A LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR **SELLER** UNDER WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS PURCHASE ORDER.

## **8. Insurance**

**Seller** shall obtain and maintain in force insurance coverage in amounts acceptable to **ONASSET**, including, but not limited to, Commercial General Liability (CGL) insurance, Worker's Compensation insurance as required by the state in which **Seller** does business and Employer's Liability insurance.

## **9. Inspection Quality System**

a) **Seller** agrees to permit **ONASSET** and **ONASSET**'s customer (or Government representatives if this Purchase Order references a U.S. Government contract or subcontract number) to verify the quality of goods and services being provided under this Purchase Order at any production stage in **Seller**'s facility. Verification may consist of a physical assessment or surveillance of **Seller**'s facilities and quality programs and/or a source inspection. Deficiencies identified during such verification shall be corrected by **Seller** in the most expeditious manner possible. **Seller** shall provide all reasonable facilities and assistance for the safety and convenience of personnel engaged in such verification. **Seller** shall include in each subcontract **Seller** makes hereunder appropriate provisions to the same effect. Any inspection performed by **ONASSET** or **ONASSET**'s customer as set forth herein shall not constitute acceptance of the goods and services and shall not waive **ONASSET**'s right to return material to **Seller** that exhibits or develops defects.

b) Unless otherwise provided in Purchase Orders issued by **ONASSET**, **Seller** shall ensure that the manufacturing processes used meet the technical requirements of the drawings, specifications, engineering changes and added requirements applicable to the Purchase Order. **Seller** shall maintain an inspecting system sufficient to verify that it is meeting the technical requirements. Further, at **ONASSET**'s request, **Seller** shall provide objective evidence that such inspecting system has been implemented and is in operation.

## 10. Acceptance and Warranty

a) **Goods.** Unless otherwise specified herein, acceptance of material by **ONASSET** will not be until after arrival at the **ONASSET** facility specified in this Purchase Order and after reasonable inspection by **ONASSET**. Any goods rejected by **ONASSET** may be returned to **Seller** at **Seller's** expense for full credit of the purchase price. Inspection may be performed at **ONASSET's** option on a statistical sampling basis. The entire lot may be rejected based on defects revealed by such sampling. At **ONASSET's** option, the rejected lot will be either returned to **Seller** for replacement or credit or 100% screened by **ONASSET** with the cost of such screening paid by **Seller**. The inspection performed at **ONASSET** on receipt of goods is a conditional acceptance, and shall not waive **ONASSET**'s right to return material to **Seller** that exhibits or develops defects during or after installation or testing of the end product.

**Seller** warrants that all goods supplied by **Seller** under this Purchase Order conform to the requirements, specifications, drawings, samples or other descriptions furnished by **ONASSET** or referenced in this Purchase Order and that they are of good material and workmanship and free from all defects in manufacture or design, and are of merchantable quality and fit for their intended purpose. Such warranties by **Seller** shall run to the benefit of **ONASSET** and its customers. **ONASSET's** approval of designs furnished by **Seller** shall not relieve **Seller** of its obligation under this warranty. **Seller's** warranty shall be effective for a period of time as set forth on the face of this Purchase Order, or if such time is set forth on the face of this Purchase Order, the warranty shall be effective for one (1) year after the date of **ONASSET**'s acceptance of goods, or for such longer period specified by **Seller**. **Seller** agrees that shipment of goods against this Purchase Order constitutes certification that all goods included in this shipment conform in all respects to the applicable requirements, specifications, drawings, samples or other descriptions furnished by **ONASSET** or referenced in this Purchase Order. **Seller** will make process control data, inspection and test reports covering the goods and their parts available for review and examination by **ONASSET** or its authorized representatives to verify conformance to such applicable specifications and drawings. A certificate of conformance must accompany individual shipments when so specified on applicable specifications or drawings, or in this Purchase Order.

**Seller** shall, at **Seller's** expense and at **ONASSET's** option, promptly repair, replace or refund to **ONASSET** amounts paid for any goods that do not conform to this warranty. All costs associated with returning non-conforming goods shall be borne by **Seller**. Non-conforming goods shall be returned freight collect to **Seller**. **Seller** shall send replacement material freight prepaid and **Seller** shall also bear the cost of premium transportation when **ONASSET** indicates that obtaining such replacement material places critical time or delivery schedule constraints on **ONASSET**. If non-conforming goods from **Seller** have been incorporated in products sold by **ONASSET**, or if such non-conformances otherwise cause harm to **ONASSET's** direct or indirect customers, then **Seller** shall reimburse **ONASSET** for all reasonable expenses and for all penalties incurred by **ONASSET** in connection with any recall or other return of such goods (or items incorporating them).

b) **Services.** **Seller** warrants and represents to **ONASSET** that any services to be provided under this Purchase Order will be provided in accordance with sound professional practices and using a standard of skill and care that is no less than that ordinarily exercised by experienced and competent contractors performing services of a similar nature to the services to be provided under this Purchase Order. Further, **Seller** warrants that the services will be proper and sufficient for the purposes contemplated by this Purchase Order.

## 11. ONASSET Property

Unless otherwise specified herein, **Seller** conveys to **ONASSET** full and clear ownership and title to all goods, special drawings, dies, patterns, tooling, intellectual property or other items paid for by **ONASSET** and **Seller** further represents and warrants that it has the right to do so. **Seller** shall provide such items in good condition. Any items provided to **Seller** by **ONASSET** shall remain the property of **ONASSET** unless otherwise specified. **Seller** shall preserve such items provided by or conveyed to **ONASSET** in good condition, reasonable wear and tear excepted, and shall return them when the work on the Purchase Order has been completed or terminated, or at any other time as requested by **ONASSET**. No special drawing, die, pattern, tool or other item supplied by **ONASSET** or made by **Seller** for the use of or delivery to **ONASSET**, or for use by **Seller** in supplying **ONASSET**, shall be used by **Seller** for any purpose other than supplying **ONASSET**, without **Seller** first obtaining **ONASSET's** written consent, provided, however, that if the U.S. Government has rights in such items under a prime contract with **ONASSET**, noninterfering use of the items for direct sales to the Government is authorized if written notice is provided to **ONASSET** prior to such use. If material, equipment, special drawings, dies, patterns, or other items are furnished by **ONASSET** for performance of this Purchase Order, all risk of loss thereof or damage thereto shall be upon **Seller** from the time of shipment to **Seller** until redelivery to and receipt by **ONASSET**.

## 12. Rights in Work Product

a) In the course of its performance under this Purchase Order, **Seller** may conceive or reduce to practice inventions, discoveries, improvements, concepts, in tangible or intangible form, written materials, documentation, databases, designs, discs, tapes, programs, software, architectures, files and other material (collectively "Work Product"). Any and all rights in intellectual property, including without limitation, copyrights (including mask work rights), patents, design rights, database rights, rights in know-how, trade secrets and other confidential information and other similar rights worldwide, whether registered or not and including any applications for the foregoing (collectively "Intellectual Property") in and to the Work Product shall be the exclusive property of **ONASSET** from the date of inception. All Work Product shall be deemed "work-for-hire" as defined under United States copyright law and shall be the exclusive property of **ONASSET** from the date of inception. **Seller** agrees to assign and hereby assigns to **ONASSET** Intellectual Property rights in and to all Work Product. **ONASSET** shall have the exclusive worldwide right to use, edit, translate, publish, transfer or sell the Work Product prepared by **Seller** in any manner that **ONASSET** deems fit without further payment to **Seller**. The Work Product shall be deemed to be **ONASSET** confidential information and shall not be disclosed to other than **ONASSET** or used by **Seller** or others without **ONASSET**'s prior written consent. If the Work Product does not qualify as a "work-for-hire", then no Intellectual Property rights in and to the Work Product, including the copyright, will be transferred to **ONASSET**.

b) Notwithstanding the above, **Seller** and its licensors retain all ownership rights in any and all pre-existing Intellectual Property whether in tangible or intangible form, and developed, acquired or prepared by **Seller** prior to the issuance of this Purchase Order (collectively "Pre-Existing Rights"). To the extent that **Seller**'s Pre-Existing Rights are embedded in or are an integral part of any goods and/or Work Product provided to **ONASSET** under this Purchase Order, **Seller** grants to **ONASSET** and its subsidiaries and affiliates, a perpetual, royalty-free, irrevocable, worldwide, nonexclusive, transferable license (with the right to sub-license) to make, have made, use, reproduce, modify, distribute and display such Pre-Existing Rights. **Seller** shall notify **ONASSET** in advance of any Pre-Existing Rights to be embedded in or made an integral part of any goods and/or Work Product provided to **ONASSET** hereunder.

c) **Seller** represents and warrants that it has, or will have, prior to commencement of work under this Purchase Order by any employee or third party performing work on behalf of **Seller**, valid and sufficient arrangements or agreements with such employee or third party such that all rights in and to any and all Intellectual Property made by such employee or third party vests in **Seller**.

## 13. Patents and Copyrights

a) **Seller** agrees to defend, indemnify and to save **ONASSET**, its officers, agents, employees, and vendees (mediate and immediate) harmless, at **Seller**'s expense, from and against any and all Claims, suits or proceedings, either at law or in equity, that the purchase, use, or sale of goods and/or Work Product required by this Purchase Order violates any license agreement or constitutes an infringement or misappropriation of any Intellectual Property, trademark, service mark or other intellectual property right of any third party. **Seller** shall not be obligated to defend or be liable for costs and losses to the extent the claim of infringement or alleged infringement is solely due to and would not have occurred but for (a) **Seller**'s compliance with designs for such goods originally furnished by **ONASSET** to **Seller** or (b) a modification by **ONASSET** of **Seller**'s goods that was not authorized by **Seller**.

b) Without prejudice to the immediately preceding section, if any goods or Work Product to be provided by **Seller** to **ONASSET** under this Purchase Order is, or in **ONASSET**'s opinion is likely to become, the subject of a claim of infringement and/or misappropriation of any Intellectual Property, trademark or service mark right of a third party, **Seller** shall, at its sole expense, procure the right for **ONASSET** to continue using the goods or Work Product. In the event **Seller** cannot procure such rights, **Seller** shall, at its option, either modify the goods or Work Product to make it non-infringing and/or to avoid a claim of misappropriation, but still be functionally equivalent, or replace the goods or Work Product with functionally equivalent goods or Work Product that is non-infringing and/or avoids a claim of misappropriation.

## 14. Changes

a) From time to time, **ONASSET** may change any of the drawings, specifications or instructions for work covered by this Purchase Order. In such event, **Seller** shall attempt to comply with such reasonable change notices. If such changes result in a decrease or increase in **Seller**'s cost or in the time for performance, **Seller** will notify **ONASSET** in writing of its request for an adjustment in the price or time of delivery within five (5) business days after its receipt of the change notice. The parties will negotiate in good faith regarding any adjustments in the price and time for performance to be made. Any such adjustments must be agreed by authorized representatives of the parties in writing.

b) **Seller** shall not make any changes in manufacturing, materials, testing, configuration or otherwise that alter the form, fit or function of the goods sold to **ONASSET**, nor shall it make any changes to any specifications or requirements, unless it has first obtained **ONASSET**'s prior, written consent.

## 15. Termination

**ONASSET** may terminate the work to be performed hereunder in whole or in part at any time without cause by written notice to **Seller**. Such notice shall state the extent and effective date of such termination and, upon the receipt of such notice, **Seller** will comply with the directions pertaining to work stoppage hereunder and the placement of further orders or subcontracts hereunder. Within three (3) months after **ONASSET**'s termination notice, the parties shall negotiate in good faith with regard to the amount of reimbursement, if any, to be paid to **Seller** for work performed prior to **ONASSET**'s notice of termination and/or the amount of prepayments to be refunded by **Seller** to **ONASSET** for work not performed. **Seller** shall mitigate its claim to the maximum extent possible, and in no event shall **Seller**'s claim exceed the lesser of the fair market value or actual costs of the raw material and "work-in-progress" material that **Seller** cannot divert to other uses or the authorized work performed prior to **ONASSET**'s notice of termination. No claim shall be asserted against **ONASSET** nor shall **ONASSET** have any liability for loss of expected profits, or for any consequential or incidental damages, due to termination. Termination under this provision shall not be deemed a breach of contract. The provisions of this paragraph shall not limit or affect **ONASSET**'s right to terminate this Purchase Order for cause and shall not apply to a termination for cause.

## 16. Liability Limitations

**IN NO EVENT SHALL ONASSET BE LIABLE TO SELLER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS PURCHASE ORDER, EVEN IF ONASSET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall ONASSET's liability to Seller for any breach of any provision of this Purchase Order exceed the purchase price for goods or services delivered and accepted hereunder.**

## 17. Prices

a) Except as provided by Section 14 above (**Changes**), **ONASSET** may delay payment for any shipment at any increase in price above that indicated on this Purchase Order until the pricing discrepancy is resolved, at which time the payment terms set forth below shall apply. If **Seller** issues a general price decrease for any equipment and/or materials similar to the items described on this Purchase Order, a comparable price reduction shall automatically apply to the items described in this Purchase Order.

b) No extra charges of any kind, including charges for boxing or cartage, will be allowed unless specifically agreed to by **ONASSET** in writing. Pricing by weight, where applicable, covers net weight of material, unless otherwise agreed.

c) **Seller** shall identify, create and safely retain full and detailed accounts and exercise all such controls as may be necessary or helpful for proper financial management, documentation and compliance under this Purchase Order. **Seller**'s records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data related to this Purchase Order ("Records") shall be preserved for a period of three (3) years after final payment or for such longer period as may be required by law. **ONASSET** shall have the right to audit or inspect such **Seller** Records solely for the purpose of ensuring compliance with this Purchase Order.

## 18. Payment Terms

The following payment terms are applicable to this Purchase Order:

a) **NET INVOICES**

Net invoices will be paid 30 days after the invoice date unless otherwise stated on the Purchase Order or agreed to in writing by both parties.

b) **DISCOUNTED INVOICES**

The acceptance of discount offers will be at **ONASSET**'s discretion and any discounted terms will be negotiated by the parties.

c) All schedules of payments above stated are based upon receipt by **ONASSET** of goods or services or shipment FCA origin of the goods prior to scheduled payment date, whichever is applicable as indicated on the face hereof.

d) Invoices should include a valid Purchase Order number corresponding to the applicable Purchase Order. Unless otherwise directed by **ONASSET** in writing, **Seller** will issue only one invoice per Purchase Order. Provision by **Seller** of correct address and/or bank information to which payment should be sent will facilitate more efficient payment.

## 19. Taxes

a) To receive payments from **ONASSET**, **Seller** must provide **ONASSET** with valid United States tax documentation declaring status of the beneficial owner of any income generated by the payment. **Seller** must submit the appropriate US tax declaration status form(s) for payees who are a US resident, corporation or otherwise beneficially owned by a US entity and for payees who are non-US residents, corporations or otherwise beneficially owned by a non-US or foreign entity.

b) Except for purchases of capital equipment or unless otherwise noted, it is hereby certified that the goods described in this Purchase Order are exempt from sales and use tax, for the reason that such goods 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 produced for ultimate resale. If the goods described in this Purchase Order are purchased tax exempt and subsequent use makes the goods taxable, **ONASSET** will assess and pay tax to the appropriate state.

c) **Seller** is responsible for all income taxes imposed by any taxing authority or government entity resulting from the provisions under this Purchase Order. Each payment to be made by **ONASSET** under this Purchase Order shall be subject to any deduction, withholding or set-off of tax as may be required under applicable laws.

## 20. Time of Delivery

a) **Seller** acknowledges that time is of the essence of this contract. **Seller** will provide prompt notice to **ONASSET** of any delays in delivery. Failure to meet agreed upon delivery dates shall be considered a breach of contract and, in addition to any other rights available to it under this Purchase Order or at law or in equity, **ONASSET** may cancel this Purchase Order without penalty if **ONASSET** specified delivery dates will not be met. **Seller** agrees to reimburse to **ONASSET** any penalty and damages imposed upon or incurred by **ONASSET** to its customers or others by virtue of delays caused by **Seller's** failure to deliver goods or work on such delivery dates. Late shipments may be rejected by **ONASSET** and returned to **Seller**.

b) Unless otherwise agreed in writing, **Seller** shall not make commitments for material or production in excess of the amount or in advance of the time necessary to meet **ONASSET's** delivery schedule. It is **Seller's** responsibility to comply with this schedule, but not to anticipate **ONASSET's** requirements. Goods shipped to **ONASSET** in advance of schedule may be returned to **Seller** at **Seller's** expense. **ONASSET** may reschedule the delivery of any unshipped product for later delivery within ninety (90) days of the originally scheduled delivery date.

## 21. Contingencies

a) Force Majeure. If, despite **Seller's** best efforts, **Seller** is prevented from delivering, or if **ONASSET** is prevented from receiving the goods referred to in this Purchase Order as a result of governmental actions or regulations, except as hereinafter provided, or of fires, strikes, accidents, and other unforeseeable causes beyond the control of the party affected by the contingency, the obligation to receive or deliver shall be suspended for no longer than a reasonable time during which such causes continue to exist. **Seller** must (a) give **ONASSET** immediate, detailed notice of the initial situation as soon as possible, (b) deliver ongoing detailed status reports to **ONASSET** regarding its efforts to fully remedy the situation and (c) deploy all available reasonable resources to mitigate adverse impacts of the delay. Should the condition persist for more than forty-five (45) days, **ONASSET** may, at its option, cancel this Purchase Order without liability or have **Seller** resume delivery upon removal of the intervening condition.

b) **Seller** is not excused by this Section from any of its obligations due to any reasonably foreseeable or preventable situation (including, but not limited to, late or insufficient deliveries by other suppliers, personnel turnover, labor disputes or strikes involving **Seller's** own personnel, third party equipment or software changes).

## 22. Over-Shipments

**Seller** is instructed to ship only the quantity(ies) specified in this Purchase Order. Any deviation caused by conditions of loading, shipping, packing, or allowances in manufacturing processes, however, may be accepted by **ONASSET** according to the overshipment allowance indicated on the face of this Purchase Order. If no allowance is shown, it shall be 0% (zero percent). **ONASSET** reserves the right to return any overshipment in excess of the allowance at **Seller's** expense.

## 23. Packing and Shipping Instructions

a) Unless otherwise instructed by **ONASSET** in the applicable PO, **Seller** agrees to insure that shipments are properly packed and described in accordance with **ONASSET** specifications and /or applicable carrier regulations. Shipments will be made in accordance with **ONASSET's** shipping instructions. **ONASSET** may assist **Seller** by providing freight classifications or classifying material. **Seller** will not insure or declare value on shipments, unless **ONASSET** specifies otherwise. When shipping via small parcel, **Seller** will ship freight collect if available, otherwise **Seller** will ship freight prepaid. **Seller** shall consolidate

shipments daily on one bill of lading per mode to avoid premium freight costs, unless instructed otherwise by **ONASSET**. In case of any shipment that does not correspond to normal past practice between **ONASSET** and **Seller**, or to standard practice in the industry, (e.g., requires special handling equipment or air ride suspension, or air shipment over 500 pounds, over 120 inches long or wide or over 56 cubic feet, etc.) **Seller** agrees to notify **ONASSET's** appropriate traffic department 72 hours prior to shipment for special shipping instructions. All truck shipments must be classified by **Seller** using the current "National Motor Freight Classification Tariff". Each box, crate or carton will show **ONASSET's** full street address and Purchase Order and item numbers regardless of how shipped. On small parcel shipments, a packing list shall accompany each container and shall describe the contents of that container. On other shipments, **Seller** will provide a packing list to accompany each shipment, referencing the appropriate Purchase Order and item number. The bill of lading also will reference the Purchase Order and item number. **Seller** is responsible for packing any shipment correctly based on the carrier/mode utilized. Charges for packing and crating shall be deemed part of the purchase price, and no additional charges will be made therefor unless specifically requested by **ONASSET** on the Purchase Order. **Seller** agrees to ship via the carrier specified by **ONASSET**. Failure to ship via **ONASSET** specified carrier will subject **Seller** to misroute debit.

b) All premium freight cost incurred by **ONASSET** or **Seller** beyond that specified by **ONASSET** shall be borne by **Seller**. **Seller** is responsible for all shipments that are damaged in transit due to improper packaging, improper judgment or any other act or omission of **Seller**, shipper or carrier. On all FCA origin shipments **Seller** will ship freight collect. (If small parcel carrier collect is unavailable, **Seller** will ship prepaid.)

## **24. Export Compliance**

(a) **Seller** acknowledges that all products, services, proprietary technical data and information, or any other items provided to **Seller** by **ONASSET** or otherwise obtained by **Seller** from **ONASSET** pursuant to this Purchase Order may be subject to U.S. Government export control laws and regulations and the export and import regulations of other countries. **Seller** agrees that, unless prior authorization is obtained from the U.S. Department of Commerce, Bureau of Industry and Security, or any other competent U.S. Government agency, neither **Seller** nor its subsidiaries shall export, re-export, transfer, or release, directly or indirectly, any items, including any products, equipment, software, technology, technical data or technical information (written or otherwise), provided to **Seller** by **ONASSET**, any direct product of technology or software provided to **Seller** by **ONASSET**, or the **ONASSET** deliverable, to any destination or country to which the export, re-export transfer or release of any such items provided to **Seller** by **ONASSET**, direct product of **ONASSET** technology or software, or the **ONASSET** deliverable would be prohibited by the U.S. Department of Commerce, Bureau of Industry and Security, Export Administration Regulations (EAR) or any other applicable export control laws or regulations. Without limiting the generality of the foregoing, **Seller** shall control the disclosure of and access to technical data, technical information and any other items provided to **Seller** by **ONASSET** in accordance with applicable U.S. export controls laws and regulations, including but not limited to the EAR.

(b) If, pursuant to this Purchase Order, **Seller** provides any item provided to **Seller** by **ONASSET** or the direct product of any technology or software provided to **Seller** by **ONASSET** or any **ONASSET** deliverable to any third party who is permitted by **ONASSET** to receive such **ONASSET** items, direct products of **ONASSET** technology or software or **ONASSET** deliverables, such as **Seller's** permitted subcontractors, **Seller** shall give notice of the need to comply with such laws and regulations to any person, firm, or entity that it has reason to believe is obtaining any item, including any item provided to **Seller** by **ONASSET**, the direct product of any technology or software provided to **Seller** by **ONASSET** or any **ONASSET** deliverable, from **Seller** with the intention of exportation or re-exportation of such item. **Seller** will be responsible for obtaining any export, re-export licenses or any other government authorizations required for the export or re-export of any item provided to **Seller** by **ONASSET**, the direct product of any technology or software provided to **Seller** by **ONASSET** or any **ONASSET** deliverable made by **Seller**.

(c) **Seller** will not prepare and execute any import or export documentation or make any certification or representation on behalf of **ONASSET** relating to the importation, exportation or re-exportation of any item received by **Seller** from **ONASSET**, the direct product of any technology or software received by **Seller** from **ONASSET**, or any **ONASSET** deliverable except as specifically authorized by **ONASSET** employees designated in writing by **ONASSET** for such purposes. Each party shall secure, at its own expense, such licenses and export and import documents as are necessary for each respective party to fulfill its obligations under this Purchase Order. If government approvals cannot be obtained, **ONASSET** may terminate, cancel or otherwise be excused from performing any obligations it may have under this Purchase Order.

(d) These clauses shall survive termination or cancellation of this Purchase Order.

## **25. Supply Chain Security**

**Seller** agrees that it will comply with applicable **ONASSET** supply chain security requirements in providing goods or performing services for **ONASSET** and that it will provide supply chain security information to **ONASSET** as requested, including information about **Seller's** status with regard to the US Customs Trade Partnership Against Terrorism (C-TPAT) initiative,

including provision of **Seller's** C-TPAT Status Verification Token (SVI) number where applicable. If requested by ONASSET, **Seller** will ship goods using only ONASSET-authorized transportation providers.

**26. Assignment**

**Seller** shall not assign or transfer its performance obligations without **ONASSET's** prior written consent, and any attempted assignment or transfer without such consent shall be void. **Seller** shall not subcontract any portion of the work to be performed by it under this Purchase Order without **ONASSET's** prior written consent.

**27. Seller Ownership Change**

**Seller** will notify **ONASSET** immediately in writing in the event **Seller** is acquired by or merges with any other company or a majority or controlling interest in **Seller** is obtained by another company.

**28. Ozone Depleting Substances**

Except where the **ONASSET** Buyer of Record has given written approval to **Seller** in advance of shipment, **Seller** hereby agrees that it has not used or introduced a Class I ozone depleting substance (ODS) or introduced a Class II ODS (as such terms are defined in 40 CFR 82.104), into any product being supplied to or imported by **ONASSET** under this Purchase Order. Where the **ONASSET** Buyer of Record has so agreed to accept product containing or manufactured using an ODS, **Seller** will label the product with a warning or will otherwise effectively warn **ONASSET** of such use in accordance with 40 CFR 82, Subpart E. Should **Seller** choose to warn **ONASSET** through a mechanism other than a warning label or other warning accompanying the shipment, a copy of such warning shall be sent to the **ONASSET** Buyer of Record, or the otherwise appointed representative of the Buyer of Record, in advance of shipment. Breach of this provision will entitle **ONASSET** to all remedies available for breach of this Purchase Order, including without limitation, the right to reject the product and/or terminate the agreement.

**29. ONASSET Controlled Chemicals and Materials**

**Seller** shall comply with the ONASSET Controlled Chemicals and Materials Specification.

**30. Reservation of Rights**

**ONASSET** expressly reserves all rights and remedies that are available to it at law or equity, including but not limited to rights and remedies set forth in the Uniform Commercial Code.

**31. Waiver**

Any failure of **ONASSET** to enforce any of the provisions of this Purchase Order at any time, or for any period of time, shall not constitute a waiver of such provisions nor of **ONASSET's** right to enforce each and every provision.

**32. Attachments**

Any attachments referenced on the front side of this Purchase Order shall be deemed for all purposes to be an integral part of this Purchase Order. In the event of an irreconcilable conflict between such referenced attachments and the terms stated therein, the terms of such attachments shall control.

**33. Government Contract Provisions**

If this Purchase Order references a U.S. Government contract or subcontract number, the following clauses of the Federal Acquisition Regulation (FAR) in effect in the prime contract referenced on the front of this Purchase Order are incorporated by reference and will prevail in the event of any inconsistency with the foregoing terms and conditions. Cost Accounting Standards (CAS) requirements are those in effect on the date of subcontract award or final agreement on price, whichever is earlier. It is understood that the term "contracting officer" or "Government" shall mean **ONASSET** and "contractor" shall mean **Seller** when applicable. Any reference to a "disputes" clause in any FAR clause incorporated in this Purchase Order is deleted. Any FAR clause, which by its terms is required to be included in a subcontract, is hereby incorporated in this Purchase Order when applicable. **Seller** shall be entitled to the full benefit of whatever authorization and consent clause is contained in the prime contract referenced on the front of this Purchase Order.

Gratuities	52.203-3	Special Tooling	52.245-17
Covenant Against Contingent Fees	52.203-5	Special Test Equipment	52.245-18
Restrictions on Subcontractor Sales to the Government	52.203-6	Contractor Inspection Requirements	52.246-1
Anti-Kickback Procedures	52.203-7	Inspection of Supplier – Fixed Contract	52.246-2
Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	52.203-11	Inspection of Supplies - Cost Reimbursement	52.246-3
		Limitation of Liability	52.246-23

Limitation on Payments to Influence Certain Federal Transactions	52.203-12	Limitation of Liability – High Value Items	52.246-24
Security Requirements	52.204-2	Limitation of Liability - Services	52.246-25
Material Requirements	52.211-5	Preference for U.S. Flag Air Carriers	52.247-63
Audit and Records - Sealed Bidding	52.214-26	Preference for Privately Owned U.S. Flag Commercial Vessels	52.247-64
Subcontractor Cost or Pricing Data - Modifications - Sealed Bidding	52.214-28	Value Engineering	52.248-1
Audit and Records - Negotiation	52.215-2	Termination for Convenience of Government – Fixed Price	52.249-1 or 2
Price Reduction for Defective Cost or Pricing Data	52.215-11	Termination (Cost Reimbursement)	52.249-6
Subcontractor Cost or Pricing Data	52.215-12	Default (Fixed-Price Research and Development)	52.249-9
Subcontractor Cost or Pricing Data - Modifications	52.215-13		
Integrity of Unit Prices	52.215-14	<b>DOD SUPPLEMENT</b>	
Utilization of Small Business Concerns	52.219-8	Prohibition on Persons Convicted of Fraud or Other Defense-Contractor-related Felonies	252.203-7001
Labor Surplus Subcontracting	52.220-4	Intent to Furnish Precious Metals as Government - Furnished Material	252.208-7000
Notice to Government of Labor Disputes	52.222-1	Subcontracting with Firms Owned or Controlled By Government of a Terrorist Country	252.209-7003
Contracts Work Hours and Safety Standards Acts - Overtime Compensation	52.222-4	Restriction on Employment of Personnel	252.222-7000
Walsh-Healy Public Contracts Act	52.222-20	Safety Precautions for Ammunition and Explosives	252.223-7002
Prohibition of Segregated Facilities	52.222-21	Safeguarding Sensitive, Conventional Arms, Ammunitions and Explosives	252.223-7007
Equal Opportunity	52.222-26	Duty Free Entry - Qualifying Country End Products and Supplies	252.225-7013
Affirmative Action for Workers with Disabilities	52.222-36	Preference for Domestic Specialty Metals	252.225-7014
Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and other Eligible Veterans	52.222-37	Rights in technical data and non-commercial items	252.227-7013
Service Contract Act of 1965, as Amended	52.222-41		252.227-7014
Hazardous Material Identification and Material Safety Data	52.223-3	Restrictive Marking of Technical Data	252.227-7018
Notice of Radioactive Materials	52.223-7	Validation of asserted restrictions – computer software	252.227-7019
Buy American Act - Supplies	52.225-1	Deferred delivery of technical data or computer software	252.227-7026
Buy American Act Certificate	52.225-2	Deferred ordering of technical data or computer software	252.227-7027
Duty Free Entry	52.225-8	Technical data or computer software previously delivered to the government	252.227-7028
Restrictions on Certain Foreign Purchases	52.225-13	Technical data withholding of payment	252.227-7030
Authorization and Consent	52.227-1	Rights in technical data and computer software (foreign)	252.227-7032
Notice and Assistance Regarding Patent and Copyright Infringement	52.227-2	Rights in shop drawings	252.227-7033
Royalty Information	52.227-6	Validation of restrictive markings on technical data	252.227-7037
Reporting of Royalties (Foreign)	52.227-8	Transportation of supplies by sea	252.227-7203
Patent Rights Retention	52.227-11	Notification of transportation of supplies by sea	252.227-7204
	52.227-12	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles	252.228-7005
Patent Rights - Acquisition by the Government	52.227-13	Frequency Authorization	252.235-7003
Patent Application	52.227-40	Modification of Proposals Price Breakdown	252.236-7003
Workers Compensation Insurance	52.228-3	Transportation of supplies by sea	252.247-7203
Insurance - Work on a Government Installation	52.228-5	Notification of transportation of supplies by sea	252.247-7204
Cost and Accounting Standards	52.230-2		
Administration of Cost and Accounting Standards	52.230-6		
Default (Fixed-Price Supply and Services)	52.240-8		
Stop Work Order	52.242-15		
Changes	52.243-4		
Government Property	52.245-2		

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