

**DATAFORTH CORPORATION**  
STANDARD CONDITIONS OF PURCHASE APPLYING TO PRODUCTS PURCHASED

**1. THIS PURCHASE ORDER AGREEMENT IS EXPRESSLY LIMITED TO AND MADE CONDITIONAL UPON THE TERMS AND CONDITIONS CONTAINED HEREIN. ANY OF THE SELLER'S TERMS AND CONDITIONS WHICH ARE IN ADDITION TO OR DIFFERENT FROM THOSE CONTAINED HEREIN AND WHICH ARE NOT SEPARATELY AGREED TO IN WRITING BY DATAFORTH ("BUYER") ARE HERBY OBJECTED TO AND SHALL BE OF NO EFFECT. THE SELLER SHALL BE DEEMED TO HAVE ASSENTED TO ALL TERMS AND CONDITIONS CONTAINED HEREIN IF ANY PART OF THE PRODUCTS DESCRIBED HEREIN IS SHIPPED.**

**2. ENTIRE AGREEMENT.** This instrument contains the entire and only agreement between the parties hereto relating to the subject matter hereof, and any representation, affirmation of fact, and course of prior dealings, promise or condition in connection therewith or usage of the trade not incorporated herein shall not be binding on either party. The rights and obligations contained herein shall inure to and be binding upon the parties, their legal representatives, successors, and permitted assigns.

**3. WARRANTIES.**

A. Quality - Seller expressly warrants that all materials, products, and services covered by this order (1) shall be of good quality and workmanship and free from defects, latent or patent, (2) shall conform to the drawings, specifications, descriptions, and samples furnished or specified by Buyer, and (3) if a product of the Seller is produced in accordance with Seller's specifications, shall be suitable and sufficient for the use or purposes for which intended.

B. Patents - (1) Seller warrants that the sale, resale or use of the materials furnished hereunder will not infringe any patents (except insofar as such infringement necessarily arises solely from the specific use of designs and specifications furnished by Buyer), and (2) Seller agrees to defend, protect and save harmless Buyer, its successors, assigns, customers and users of its materials or products from all damages, costs and expenses (including without limitation, all legal fees and expenses) resulting from any and all claims based on any such actual or alleged infringement.

**4. COMPLIANCE WITH LAWS.**

A. Seller agrees that all materials or products covered by this Purchase Order will be produced in compliance with all applicable statutes, rules, regulations and orders of Federal, State, and local governments or governmental authorities. Seller acknowledges and agrees that Seller is in full compliance with all laws, regulations, ordinances and rules that apply or may apply to its business and corporate affairs. Seller represents and warrants that it conducts its business in an ethical and responsible manner with respect for the rights of individuals and the environment, and complies with all applicable anti-corruption laws and the anti-money laundering laws.

B. Seller agrees that it will not, directly or indirectly pay, offer or promise to pay, or authorize the payment of, money or anything of value, to any official, or to any person while knowing or having reason to know that all or a portion of the payment will be offered, given or promised, directly or indirectly to an official, for the purpose of: (i) influencing any act or decision of the official in his or her official capacity; (ii) inducing the official to do or omit any act in violation of his or her lawful duty; (iii) obtaining any improper advantage; or (iv) inducing an official to use his or her influence improperly to affect or influence any act or decision. The term "official" means (x) any officer or employee of a government, a public international organization or any department or agency thereof; (y) any person acting in an official capacity; (z) any political party or party official, or any candidate for political office.

C. Seller agrees to indemnify and hold Buyer harmless from and against any and all claims, damages, payments, fees and liabilities whatsoever (including without limitation attorneys' fees) asserted by any person, entity, government of any country, or governmental agency (including but not limited to the US

Department of Commerce, the US State Department and the US Department of the Treasury) resulting directly or indirectly from Seller's lack of compliance with, failure to comply with or inadvertent noncompliance with all necessary and/or mandatory applicable laws, regulations, procedures, government policies and requirements, and government sanctions together with all rules, regulations and interpretations of such sanctions related to the importation, sale or use of Seller's products.

**5. INSPECTION.** All materials or products covered by this Purchase Order shall be received subject to Buyer's final inspection for acceptance or rejection. In the event any material or product is found to be defective, fails to meet Buyer's specifications or is otherwise non-conforming, Buyer may at its option, in addition to all other rights and remedies available to it under applicable law, return such material or product to Seller, at Seller's expense, for credit or replacement, as selected by Buyer.

## **6. COUNTERFEIT PRODUCT**

A. "Counterfeit Product" is defined as Product that is or contains items misrepresented as having been designed and/or produced under an approved system or other acceptable method. The terms also include approved Product that has reached a design life or has been damaged beyond possible repair, but is altered and misrepresented as acceptable.

B. Seller shall not deliver Counterfeit Product to Buyer under this Order.

C. Seller shall purchase products to be delivered or incorporated as Product to Buyer directly from the Original Component Manufacturer (OCM/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain or from a supplier who can provide original product certifications/traceability. Independent Distributors/Brokers are required to provide (with all delivered material) original manufacturers certification or a valid testing report from an agreed upon testing facility. If original certifications are not available, results from Dataforth's counterfeit parts risk mitigation testing protocol, (when necessary), must accompany delivered materials. Purchase order shall indicate which testing categories satisfy the requirements of the individual line item. Depending upon the product being purchased, only some or none of the testing requirements may be required, such as: incoming inspection, external inspection, re-surfacing and remarking test, heated solvent test, (hst)- detecting detection for coating and/or remarking, marking permanency test, internal die verification, (decapsulation), x-ray inspection to assure uniform internal construction, x-ray fluorescence spectroscopy or xrf of leads or bga for correct material composition, speed grade verification, and solder testing.

D. Seller shall immediately notify Buyer with the pertinent facts if Seller becomes aware or suspects that it has furnished Counterfeit Product. When requested by Dataforth, Seller shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.

E. This clause applies in addition to any quality provision, specification, statement of work or other provision included in this Order addressing the authenticity of Product. To the extent such provisions conflict with this clause, this clause shall prevail.

## **7. TOOLS.**

A. Maintenance and Change - Unless otherwise herein agreed, Seller at its own expense shall furnish, keep in good condition and replace when necessary all dies, tools, gauges, fixtures, patterns, etc. The cost of changes in the aforementioned items necessary to effect design or specification changes ordered by Buyer shall be paid for by Buyer only if Buyer has authorized such changes in writing.

B. Ownership - Buyer retains full ownership of and title to any dies, tools, gauges, fixtures, patterns, masks, master artwork, and other miscellaneous items supplied by Buyer to Seller in conjunction with the requirements of this Purchase Order. Further, Buyer retains full ownership of and title to any dies, tools, gauges, fixtures, patterns, masks, master artwork, and other miscellaneous items which are specially developed by Seller for Buyer and the costs of which are amortized into the piece part price. In the event Buyer takes possession of said dies, tools, gauges, fixtures, patterns, masks, master artwork, and other miscellaneous items and such possession renders Seller unable to perform to this Purchase Order, Buyer will accept the responsibility for such nonperformance only after Seller has notified Buyer in writing of the implications of such action. Should there be unamortized cost associated with the tooling at the time the

Buyer takes possession, the Buyer will pay the Seller equitable, unamortized cost. Seller shall be responsible for easy identification and pay location of such items should the Buyer be required to audit this property.

8. **CHANGES.** At any time Buyer may make changes in this Purchase Order agreement, but if any such change would cause a delay in Seller's performance or an increase in price, Seller shall notify Buyer immediately in writing and such change shall be made only if authorized by a written Change Order issued by Buyer.

9. **DELIVERY.** Goods which are delivered fourteen (14) calendar days or more in advance of schedule may, at Buyer's option, either (i) be returned at Seller's expense for proper delivery, (ii) have payment terms therefor delayed by Buyer until the date goods are actually scheduled for delivery, (iii) place goods in storage for Seller's account until the delivery date specified herein, or (iv) cancel all or any portion of this Purchase Order which has not been delivered on time. Acceptance by Buyer of a late delivery of either all or a portion of the Purchase Order shall not constitute a waiver of Buyer's claim for damage caused by the late delivery nor Buyer's right to cancel the remaining portion of the Purchase Order. If delivery is behind schedule, Buyer may request Seller to ship by express. In such event, such delivery shall be made express, and Seller shall pay the difference between the freight and the express rates.

10. **PAYMENT.** Payment for the goods delivered hereunder shall not constitute acceptance thereof. Excluding early delivery pursuant to Paragraph 8 above, payment terms and cash discounts will be computed from (i) the date either the shipment or the invoice is received by Buyer or (ii) the scheduled delivery date on the Purchase Order whichever date occurs later.

11. **CANCELLATION.**

A. Buyer may at any time cancel or suspend this Purchase Order agreement or any part thereof, without cause, by oral, electronic, or written communication to Seller specifying the effective date and the extent of such cancellation or suspension. Upon receipt of such notice, Seller will, to the extent directed by Buyer, immediately terminate all work on this Purchase Order and any contracts thereunder and generally take all actions reasonably designed to reduce its costs in connection with the work ordered hereunder. If the Buyer cancels this Purchase Order without cause, Buyer shall reimburse Seller for Seller's reasonable expenses which are properly and directly allocable to and result from such cancellation as determined according to generally accepted accounting practices. The amount of such reimbursement shall in no event exceed an amount equal to that part of the contract price allocable to the part of this Purchase Order which is cancelled and, if the reimbursement amount is a significant portion of the cancelled part, then Buyer reserves the right to receive an equivalent value of the materials or products produced by the Seller.

B. Without prejudice to any rights or remedies available to Buyer, Buyer may cancel or suspend this Purchase Order in whole or in part by written notice to Seller, for cause, if (i) the product is defective, (ii) product is not delivered to Buyer as scheduled, (iii) Seller makes an assignment for the benefit of creditors or a receiver is appointed for Seller or if any petition for bankruptcy or corporate reorganization under the Bankruptcy Act is filed by or against Seller, or (iv) Seller fails to comply with any of the terms or conditions of this Purchase Order agreement.

12. **RISK OF LOSS AND FOB.** Damage or loss to the materials or products covered hereby shall be at Seller's risk until such materials or products are received by Buyer from the last carrier or shipper, unless otherwise acknowledged in writing by Buyer. Unless otherwise agreed in writing by Buyer, delivery of products hereunder shall be made FOB Tucson, Arizona USA.

13. **ADVERTISING.** Seller shall not, without first obtaining the written consent of Buyer signed by an officer of Buyer, advertise, publish, or make known to other parties in any manner, the fact that Seller has contracted to furnish Buyer the materials or products herein ordered. If Seller fails to observe this provision, Buyer shall have the right to terminate this Purchase Order agreement without any obligation to accept deliveries after the date of termination or make further payments except for completed articles delivered prior to termination.

14. **DESIGN RIGHTS.** Buyer shall at all times have and retain title to all designs, drawings and specifications furnished by Buyer to Seller and intended for use with this Purchase Order. Seller agrees to use such designs, drawings and specifications only in connection with this Purchase Order and shall keep said designs, drawings and specifications confidential and proprietary and not disclose same to any other persons, firms, corporations, or government officials without obtaining the prior written consent of Buyer signed by an officer of Buyer.

15. **SERVICES.** If Seller is to perform services for Buyer, Seller agrees to indemnify and save Buyer harmless from all liabilities, claims and losses and damages arising from or out of or resulting from the performance of such services. Seller shall agree to furnish Buyer with a Certificate of Insurance for property damage, public liability and workmans compensation insurance, unless waived by Buyer, in amounts satisfactory to Buyer.

16. **MODIFICATION, WAIVER, REMEDIES.** No change, modification, rescission, discharge, abandonment or waiver of these Standard Conditions of Purchase shall be binding upon Buyer unless made in writing and signed by an officer of the Buyer. A waiver of any right or obligation set forth herein on one occasion shall not be deemed to be a waiver of any right or obligation or of the same right or obligation on any other occasion. Remedies herein provided shall be cumulative and additional to any other remedies provided under applicable law.

17. **ASSIGNMENT.** Any assignment of this Purchase Order, or of any rights or obligations hereunder, by the Buyer or Seller without the written consent of the other party shall be void.

18. **APPLICABLE LAW.** This Purchase Order agreement and matters connected with the performance thereof shall be construed, interpreted, applied and governed in all respects by the laws of the State of Arizona USA, without regard to conflicts of laws principles. Seller stipulates that venue for any action, claim, proceeding, arbitration or other alternative dispute resolution procedures or litigation under this agreement shall be subject to the exclusive jurisdiction of the State or Federal courts in Tucson, Arizona USA. Seller agrees to submit to the jurisdiction of the courts in Tucson, Arizona USA and hereby waives any right to a claim of inconvenient forum.

19. **NONDISCRIMINATION.** Unless this Purchase Order agreement is exempt in accordance with Section 204 of Executive Order 11246, or any subsequent similar Executive Order and Section, the following provisions shall apply. In connection with performance under this Purchase Order agreement, Seller agrees that paragraphs (1) through (7) of Section 202 of Executive Order 11246 Equal Opportunity are hereby incorporated by reference, and Seller will include the foregoing in every Purchase Order or subcontract agreement including, but not limiting the following. that Seller shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

20. **PROHIBITION OF SEGREGATED FACILITIES.** In compliance with the Code of Federal Regulations, 48 CFR 52.222-21 Seller agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. Seller agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract. Seller will include the foregoing in every Purchase Order or subcontract agreement.

21. **WHISTLEBLOWER PROTECTION.** Seller shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009. Seller will include the foregoing in every Purchase Order or subcontract agreement.

22. **RoHS COMPLIANCE.** The product stated on this Purchase Order must comply with the current RoHS directive as specified in the component specifications. Seller must be able to provide a Certificate of Compliance stating the parts comply with RoHS if requested by Buyer.

23. **CONFLICT MINERALS.** Seller shall ensure that any product delivered to Buyer under this Purchase Order is Democratic Republic of the Congo (DRC) conflict free. Seller shall establish its own due diligence program to ensure conflict-free supply chains.