1. DEFINITIONS
A. “Release” means Buyer’s authorization to Supplier to ship in accordance with this Purchase Order, and authorizing Supplier to ship a definite quantity of items to a specified schedule. The Release is considered to be the actual order for the items specified.
B. “Items” means the goods that Supplier is to provide to Buyer as set forth on this Purchase Order.

2. TERMS
Acceptance of this Purchase Order shall be limited to the express terms and conditions set forth herein.

3. PRICING
The price quoted by Buyer for any item shall be mutually agreed to between Buyer and Supplier. For Items designated as custom Items, for purposes of comparing price under this Section, the price of the Item shall include those Supplier cost components that are generic to the item as compared to other similar items that may be sold by Supplier. Such cost components may be made to the extent items have similar characteristics, such as form, fit, function, manufacturing process, or other specific comparison criteria as determined by the parties in the event Supplier offers a lower price either as a general price drop or to only some customer(s) for any reason, Supplier shall immediately inform Buyer of the price and provide Buyer’s inventory of affected Items or Service by rebating to Buyer an amount equal to the difference in the purchase price of the Item, or Service, and the price paid by Buyer for such items. Supplier shall be responsible for manufacturing process for consumption or Service delivered during the preceding thirty (30) days, or the date when Supplier first sells the item at a lower price, whichever is longer. Buyer reserves the right to have the item tested and inspected at Buyer’s expense prior to acceptance. Supplier shall be responsible for all costs and expenses arising from a rightful claim of infringement by a third party, where Buyer furnishes and requires certain specifications furnished or published by Supplier, to any other agreed-to specifications and quality provisions, and will be held harmless from any costs, expenses (including reasonable attorneys’ fees), losses, damages, or liabilities incurred because of actual or alleged infringement of any patent, copyright, trade secret, trademark, maskwork, or other intellectual property right or similar right of any third party, including such costs and expenses resulting from any claim or suit for infringement alleged or brought by any party alleging such infringement.

4. INVOICING AND PAYMENT
Prompt payment discounts will be computed from the latest of (i) the scheduled delivery date, (ii) the date of actual delivery, or (iii) the date a properly filled out original invoice or packing list is received. Payment is due within ten (10) days of the invoice date unless otherwise agreed between the parties. All invoices issued to Buyer shall be paid within ten days and receive a 2% discount from the total invoice, or shall make payment within thirty (30) days of Buyer’s receipt of the proper original invoice or Buyer’s receipt of items, whichever is later, subject to payment by Supplier of all costs and expenses arising from a rightful claim of infringement by a third party, where Buyer furnishes and requires certain specifications furnished or published by Supplier, to any other agreed-to specifications and quality provisions, and will be held harmless from any costs, expenses (including reasonable attorneys’ fees), losses, damages, or liabilities incurred because of actual or alleged infringement of any patent, copyright, trade secret, trademark, maskwork, or other intellectual property right or similar right of any third party, including such costs and expenses resulting from any claim or suit for infringement alleged or brought by any party alleging such infringement.

5. TERMINATION FOR CONVENIENCE
A. Buyer may terminate this Purchase Order or Reorder, or any part hereof, at any time for its sole convenience, and may do so in whole or in part. Supplier shall, unless otherwise specified in such notice, immediately stop all work hereunder and give prompt written notice to and cause all of its suppliers or subcontractors to cease all related work. Buyer may terminate this Purchase Order or Reorder, or any part hereof, at any time for its sole convenience, and may do so in whole or in part. Supplier shall, unless otherwise specified in such notice, immediately stop all work hereunder and give prompt written notice to and cause all of its suppliers or subcontractors to cease all related work. Such termination shall be without prejudice to any rights or claims Buyer may have against Supplier. Supplier shall promptly, but in no event later than fifteen (15) days after written notice by Buyer, deliver to Buyer all materials, equipment, tools and drawings, and process documentation, at Buyer’s expense, to Buyer or at any other location that Buyer designates. Supplier will be responsible for and indemnify Buyer from any liability resulting from the actions of Supplier or its contractors in connection with: (i) providing such Hazardous Materials to Buyer; (ii) the performance of services in connection with such Hazardous Materials; and (iii) the use, sale, or disposal of such Hazardous Materials by Buyer. Supplier shall maintain such insurance coverage as Buyer shall reasonably require, including but not limited to general liability insurance, general products liability insurance, and commercial auto insurance. Buyer will be responsible for and indemnify Supplier from any liability resulting from the actions of Buyer or its contractors in connection with: (i) providing such Hazardous Materials to Supplier; (ii) the performance of services in connection with such Hazardous Materials; and (iii) the use, sale, or disposal of such Hazardous Materials by Supplier. Supplier will maintain such insurance coverage as Buyer shall reasonably require, including but not limited to general liability insurance, general products liability insurance, and commercial auto insurance.

6. DELIVERIES, RELEASES, AND SCHEDULING
A. Supplier shall notify Buyer in writing within two (2) business days of receipt of this Purchase Order if Supplier is unable to make any scheduled delivery and shall state the reasons therefor. The absence of such notice from Supplier shall be deemed Supplier’s determination that Supplier can make delivery within the time specified. Supplier shall ship only the quantity of items specified in the Release. Receipts placed on hold will be rescheduled or terminated in accordance with Section 5 within a reasonable time.

7. COMPLIANCE WITH LAWS
A. Buyer may inspect and test all Items at reasonable times before, during, and after manufacture. All Items shall be received subject to Buyer’s inspection, testing, approval, and acceptance at Buyer’s purchase price, without prejudice to any rights or claims Buyer may have against Supplier. Supplier shall notify Buyer of the results of such tests. Supplier shall, at its own expense, repair, replace, or provide a substitute Item, or Items. Items rejected by Buyer as not conforming to this Purchase Order or Item specifications, whether provided by Buyer or furnished with the Item, may be returned to Supplier at Supplier’s risk and expense and at Supplier’s expense. Supplier shall pay all cost and expenses, including without limitation any expenses and freight, associated with the return of such Items. Supplier will be responsible for all costs and expenses arising from a rightful claim of infringement by a third party, where Buyer furnishes and requires certain specifications furnished or published by Supplier, to any other agreed-to specifications and quality provisions, and will be held harmless from any costs, expenses (including reasonable attorneys’ fees), losses, damages, or liabilities incurred because of actual or alleged infringement of any patent, copyright, trade secret, trademark, maskwork, or other intellectual property right or similar right of any third party, including such costs and expenses resulting from any claim or suit for infringement alleged or brought by any party alleging such infringement.

8. CUSTOMER’S PROPERTY
A. Supplier shall comply with all national, state, and local laws and regulations governing the manufacture, transportation, import, export, and/or sale of Items and/or the performance of services in the course of this Purchase Order. Supplier shall be responsible for any damages, losses, and/or liabilities resulting from Supplier’s failure to comply with such laws and regulations. Supplier shall cooperate with Buyer to provide configuration control and traceability systems for Items manufactured hereunder.

9. PRODUCT SPECIFICATIONS AND IDENTIFICATION
A. Supplier shall provide materials or Item specifications to Buyer prior to final approval by or on behalf of Buyer. Supplier shall notify Buyer at least one hundred twenty (120) days in advance of any changes in the manufacturing process. Supplier shall cooperate with Buyer to provide configuration control and traceability systems for Items manufactured hereunder.

10. PACKING AND SHIPMENT
A. All Items shall be prepared for shipment in a manner that: (i) follows good commercial practice; (ii) is acceptable to common carriers for shipment at the lowest rate; and (iii) is adequate to ensure safe arrival. Supplier shall forward the exact number of items covered by the Purchase Order. Supplier shall also provide an order number, date of shipment, and the names of the Buyer and Supplier. Buyer shall notify Supplier of the method of shipment and expected delivery date. If no instructions are given, Supplier shall select the most cost-effective carrier, given the time constraints known to Supplier. Supplier shall be responsible for all costs and expenses arising from a rightful claim of infringement by a third party, where Buyer furnishes and requires certain specifications furnished or published by Supplier, to any other agreed-to specifications and quality provisions, and will be held harmless from any costs, expenses (including reasonable attorneys’ fees), losses, damages, or liabilities incurred because of actual or alleged infringement of any patent, copyright, trade secret, trademark, maskwork, or other intellectual property right or similar right of any third party, including such costs and expenses resulting from any claim or suit for infringement alleged or brought by any party alleging such infringement.

11. OWNERSHIP/BAILMENT RESPONSIBILITIES
Any specifications, drawings, schematics, technical data, tools, dies, patterns, masks, gauges, test equipment, and other materials furnished or paid for by Buyer shall: (i) be kept confidential; (ii) remain or become Buyer’s property; (iii) be used by Supplier exclusively for Buyer’s orders; (iv) be kept in good working condition at Supplier’s expense and (v) be shipped to Buyer promptly on demand.

12. CONFIDENTIALITY AND PUBLICITY
During the course of this Purchase Order, either party may have or may be provided access to the other party’s confidential data, including any drawings, specifications, schematics, trade secrets, inventions, works-in-process, and other materials furnished or paid for by Buyer. Each party agrees to promptly return the recipient’s confidential data, or destroy the data without keeping any copies, in the event the recipient’s confidential data is no longer needed, and in any event, upon termination of this Purchase Order. Each party agrees to maintain such information in confidence and limit disclosure of such information to parties with a need to know, who are bound by a written agreement or non-disclosure agreement between Buyer and Supplier. In the absence of a NDA or other written agreement, at a minimum each party agrees to maintain such information in confidence and limit disclosure, and to treat such information as it treats its own information of a similar nature, until the information becomes rightfully available to the public through no fault of the non disclosing party. The party receiving such confidential data shall inform the disclosing party in writing if the disclosing party believes that the existence of the relationship created by this Purchase Order, to any third party without the specific, written consent of the other. Neither party may use the other party’s name or trademarks in any type of advertisement, sales information, sales literature, brochures, business cards, project reference or client listings without the other’s written consent.

13. INTELLECTUAL PROPERTY INDEMNIFICATION
Supplier shall indemnify and hold harmless Buyer from any costs, expenses (including reasonable attorneys’ fees), losses, damages, or liabilities incurred because of actual or alleged infringement of any patent, copyright, trade secret, trademark, maskwork, or other intellectual property right or similar right of any third party, including such costs and expenses resulting from any claim or suit for infringement alleged or brought by any party alleging such infringement.
government approval without first obtaining such license. Supplier shall comply with all applicable laws, regulations, and standards in the carrying out of its duties and responsibilities under this Purchase Order, including, without limitation, all applicable laws and regulations relating to the payment of minimum wage and legally mandated employee benefits and compliance with mandated work hours. Supplier shall comply with all applicable laws regarding employment of underage or child labor and shall not employ children or persons under the age of 18. Supplier agrees to fully comply with Buyer's Code of Conduct policy.

17. PRIVACY

A. If Buyer transmits any personal information to Supplier, Supplier warrants that Supplier shall not transfer such personal information to any third party or use it for any purpose other than as described in this Purchase Order.

B. If Supplier obtains personal information in the course of performance of Services for Buyer, Supplier warrants that Supplier shall not transfer such personal information to any third party or use it for any purpose other than as described in this Purchase Order.

C. If Supplier collects personal information on behalf of Buyer, and Buyer has given notice to Supplier that Buyer will use such personal information in order to contact the data subject, Supplier shall submit personal information to Buyer only if the data subject has opted-in to receive information, either from Buyer, or from other companies or persons in general.

D. Supplier shall permanently delete all personal information within thirty (30) days after the personal information is no longer being actively used in fulfilling Supplier's obligations to Buyer under this Purchase Order.

E. Supplier shall take all measures necessary to ensure the security of Supplier's data. Further, Supplier shall comply with the current online Privacy Alliance's privacy guidelines (available at www.privacyalliance.org), and any and all updates as they may be issued.

18. ELECTRONIC TRANSACTIONS

A. Subject to the terms and conditions of this section, the parties agree to accept electronic records and electronic signatures (as such are recognized by the United States Electronic Signatures in Global and National Commerce Act) relating to transactions contemplated by this Agreement.

B. In connection with system-to-system implementations:
   (i) The parties will implement the particular transaction sets and/or message specifications mutually agreed upon by the parties. Each party's implementation will comply with applicable standards (e.g., applicable ANSI standards). The implementation will be tested to ensure compliance with such standards.
   (ii) Where applicable standards require that the receiving party issue a notice to the other confirming receipt of a message, such notice will not constitute a binding acceptance or acknowledgement of accuracy or completeness. The receiving party may correct any defects discovered in the course of its implementation and in any case will not be liable for any defects.

C. If a party has adopted an electronic identifier (e.g. a digital signature), the other party is entitled to rely on the authenticity of messages signed by or otherwise associated with such electronic identifier unless and until notified otherwise by the adopter.

19. DISPUTE RESOLUTION

All disputes arising directly under the express terms of this Purchase Order or Purchase Agreement, if any, or the grounds for termination thereof shall be resolved as follows: The senior management of both parties shall meet and attempt to resolve such disputes. If the disputes cannot be resolved by the senior management, either party may make a written demand for formal dispute resolution and specify therein the scope of the dispute. Within thirty (30) days after such written notification, the parties agree to meet for one (1) day with an impartial mediator and consider dispute resolution alternatives other than litigation, including referral to the National Patent Board. If an alternative method of dispute resolution is not agreed upon within thirty (30) days after the one day mediation, either party may begin litigation proceedings.

20. WAIVER, REMEDIES AND ASSIGNMENT

No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach. If any provision of this Purchase Order is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not affect the validity of the remaining provisions. Buyer’s rights and remedies herein are in addition to any other rights and remedies provided by law or in equity. Neither party’s failure to insist on strict performance of the terms and conditions of this Purchase Order or any portion thereof, without the written consent of the other. For purposes of this Section, the acquisition, merger, consolidation, or change in control of Supplier or any assignment by operation of law shall be deemed an assignment that requires Buyer’s written consent.

21. APPLICABLE LAW, SURVIVAL

This Purchase Order is to be construed and interpreted according to the laws of the State of Delaware, excluding Delaware’s conflict of laws provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Purchase Order. The following Sections shall survive the termination or expiration of this Purchase Order: 1, 3, 5, 6, 8, 11, 12, 13, 14, 15, 17, 18, 19, 20, and 21. In addition, any right or legal obligation of a party that by its express term or nature would reasonably extend beyond the term of this Purchase Order shall survive for such extended period.

If this Purchase Order is for Services (defined as the work to be performed by Supplier as designated in the Purchase Order), the following terms and conditions also apply:

22. ADDITIONAL WARRANTIES

All reference to the term "Item(s)" in these Purchase Order Terms And Conditions shall be deemed to include Services. In addition, Supplier represents and warrants that all Services provided shall be performed in a workmanlike and competent manner in accordance with the highest professional standards in Supplier’s trade or industry; and shall meet the descriptions and specifications provided and/or published by Supplier, and those provided by Buyer.

23. GENERAL INDEMNIFICATION

Supplier shall, to the fullest extent permitted by law, defend, indemnify, hold harmless and reimburse from and against all claims, demands, losses, costs, attorneys' fees, and expenses (including attorney's fees), which Buyer or any other party may hereafter incur, become responsible for, or pay out as a result of: death, injury, or destruction of any property; any violation of or conflict with any applicable laws or regulations; any claim, demand, action, suit, proceeding, or levy which is based upon or in any way results from or arises out of Supplier's negligence or contumacy; or any contamination of or adverse effects on the environment, and any clean up costs in connection therewith, caused in whole or in part by any negligent or willful acts, errors, or omissions by Supplier, its employees, officers, agents, representatives, or subcontractors while performing Services under this Purchase Order on the premises of Buyer.

24. INSURANCE

Without limiting or qualifying Supplier's liabilities, obligations, or indemnities otherwise asserted by Supplier pursuant to this Purchase Order, Supplier shall maintain, at its sole cost and expense, with companies acceptable to Buyer, commercial general liability and automobile liability insurance with limits of liability not less than $1,000,000.00 per occurrence and including liability coverage for bodily injury or property damage (1) assumed in a contract or agreement pertaining to Supplier's business and (2) arising out of Supplier's services, products, or work. Supplier’s insurance shall be primary, and any applicable insurance maintained by Buyer shall be excess and non-contributing. The above coverages shall name Buyer as additional insured. Supplier shall also maintain statutory workers' compensation coverage, including a broad form all states endorsement in the amount required by law, and employers' liability insurance in the amount of $1,000,000.00 per occurrence. Such insurance shall include an insurer's waiver of subrogation in favor of Buyer. If Supplier is providing any professional services, Supplier shall maintain liability insurance (including errors and omissions coverage) with liability limits not less than $1,000,000.

25. COMPLIANCE WITH LAWS

Add the following sentence to Section 16: Supplier agrees to abide by all Buyer's rules and regulations while on Buyer's premises or performing Services including, but not limited to, safety, health and hazardous material management rules, and rules prohibiting misconduct in Buyer's premises on the grounds of physical aggression against persons or property, harassment, or theft. In addition, Supplier agrees not to provide foreign nationals from controlled countries as employees or contractors for work on any Buyer site. For a current list of "Controlled Countries" refer to http://www.bxa.doc.gov.

26. INDEPENDENT CONTRACTOR

In performing Services under this Purchase Order, Supplier is not an agent, representative or subcontractor of Buyer and thus shall not be considered as an employee, agent or representative of Buyer. Buyer and Supplier acknowledge that Supplier shall be an independent contractor and not an agent or employee of Buyer. As an independent contractor, Supplier will be solely responsible for determining the means and methods for performing the required Services. Supplier shall have complete charge of the details of the work to be done by Supplier; however, Buyer reserves the right to instruct Supplier to remove from Buyer's premises immediately any of Supplier's personnel who are in breach of this Purchase Order. Such removal shall not relieve Supplier of its obligation to provide Services under this Purchase Order.

27. NEW DEVELOPMENTS

A. Supplier represents and warrants that Supplier has no outstanding agreement or obligation that is in conflict with any of the provisions of this Purchase Order, or that would adversely affect Supplier's performance hereunder or Buyer's exclusive right to developments (defined below), and Supplier agrees that Supplier shall not enter into any such conflicting agreement during the term of this Purchase Order.

B. Supplier agrees that all works of authorship, inventions, improvements, developments, and discoveries conceived, made, or discovered by Supplier, solely or in collaboration with others, in the course of its performance of Services or the development of deliverables for Buyer hereunder as well as all patents, copyrights, trade secrets, trademarks, and other intellectual property rights therein and thereto (collectively, "Development") are the sole property of Buyer. Supplier agrees to assign (or cause to be assigned) and does hereby assign fully to Buyer all such Developments.

C. Supplier agrees to assist Buyer, or its designee, at Buyer's expense, in every proper way to secure Buyer's rights in the Developments, including the disclosure to Buyer of all pertinent information and data with respect thereto and the execution of all applications, specifications, oaths, assignments, and all other instruments which Buyer may deem necessary in order to apply for and obtain such rights and in order to assign and convey to Buyer, its successors, assigns, and nominees the sole and exclusive rights, title, and interest in and to such Developments, including (without limitation) providing a certificate of originality and a written assignment of intellectual property. Supplier further agrees that Supplier's obligation to execute, or cause to be executed, when it shall so occur, the said specification, oath, assignment, or other instrument shall continue after the termination of this Purchase Order.

D. Seller further agrees to assist Buyer in enforcing all patents, trademarks, copyrights, trade secrets or other intellectual property rights therein and thereto, and to assist Buyer, at Buyer's expense, in every proper way to secure and maintain Buyer's rights in the Developments, including the disclosure to Buyer of all pertinent information and data with respect thereto and the execution of all applications, specifications, oaths, assignments, and all other instruments which Buyer may deem necessary in order to apply for and obtain such rights and in order to assign and convey to Buyer, its successors, assigns, and nominees the sole and exclusive rights, title, and interest in and to such Developments, including (without limitation) providing a certificate of originality and a written assignment of intellectual property. Supplier further agrees that Supplier's obligation to execute, or cause to be executed, when it shall so occur, the said specification, oath, assignment, or other instrument shall continue after the termination of this Purchase Order.

28. ADDITIONAL SURVIVAL Clauses: Add the following clauses to Section 21: 22, 23, 25, 26, 27 and 28.

End of Terms and Conditions