

TERMS AND CONDITIONS OF PURCHASE

1. **AGREEMENT OF THE PARTIES.** These terms and conditions are the sole, exclusive, and binding agreement between Collabratech Solutions, LLC (“**Buyer**”) and the entity to whom this order is addressed or who performs pursuant to this order (“**Seller**”) relating to the purchase of the products or services ordered by Buyer. Any acknowledgement and/or commencement of performance by Seller shall be deemed an unconditional acceptance of each and all of these terms and conditions in full. BUYER HEREBY OBJECTS TO ALL ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS PROPOSED BY SELLER BY QUOTATION, ACKNOWLEDGEMENT OR OTHERWISE, WHETHER PREVIOUS, CONCURRENT OR SUBSEQUENT HERETO. PAYMENT FOR OR ACCEPTANCE OF PRODUCTS OR SERVICES DELIVERED HEREUNDER SHALL NOT BE DEEMED AN ACCEPTANCE OF SELLER’S TERMS AND CONDITIONS. No change, modification or revision of this order shall be effective unless in writing and signed by Buyer’s duly authorized purchasing representative or officer. This order represents the entire agreement between the parties relating to its subject matter and supersedes all prior representations, discussions, negotiations and agreements, whether written or oral.
2. **BUYER EQUIPMENT.** All dies, tools, patterns, drawings, fixtures, etc. furnished by Buyer or specifically paid for by Buyer (the “**Equipment**”) shall belong to Buyer, be maintained in good condition and repair by Seller and be fully insured by Seller at Seller’s expense in an amount equal to the replacement cost with loss payable to Buyer. The Equipment shall be used exclusively for the purpose of fulfilling this order, shall be held in strict confidence by Seller, shall be safely stored, separate and apart from Seller’s property and shall not be used by or for or disclosed to others. Seller shall not modify the Equipment without the prior written consent of Buyer. Seller will post such signage as required to place third parties on notice that the Equipment is not Seller’s property. Seller will not allow any lien, mortgage or encumbrance (except, however, liens created by Buyer) to attach to the Equipment. Upon demand, the Equipment shall be returned to Buyer or made available for inspection by Buyer.
3. **INVOICES; PAYMENT.** (a) Seller shall deliver written invoices to Buyer in duplicate and shall include the following information: Buyer’s purchase order number, product model number, description of products, sizes, quantities, unit prices, and extended totals in addition to any other information specified elsewhere herein. Bills of lading or other shipping documentation shall accompany each invoice.
(b) Buyer will pay Seller, except for any amounts disputed by Buyer, in accordance with the payment terms set forth in the order following the later of: (i) the date of actual delivery; (ii) the date of Buyer’s acceptance of all of the products or services; or (iii) Buyer’s receipt of a properly prepared invoice. Payment of any invoice shall not constitute acceptance of any products or services or other failure of Seller to meet the requirements of the order. Seller and Buyer shall seek to resolve all payment disputes expeditiously and in good faith. Seller shall continue performing its obligations under this order notwithstanding any such dispute. Without prejudice to any other right or remedy, Buyer may at any time set off any amount owed by Buyer or its affiliated companies to Seller against any amount owed by Seller or any of its affiliated companies to Buyer. Buyer reserves the right to pay in United States dollars.
4. **CASH DISCOUNTS; PRICING.** If Seller offers a discount for prompt payment, discounts will be computed from the latest of: (a) the scheduled delivery date; (b) the date of actual delivery; or (c) the date a properly filled out original invoice and packing list is received by Buyer. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing of Buyer’s check. Products will be shipped at the lowest prices and upon the best terms and discounts prevailing at the time of shipment.
5. **TAXES AND EXPENSE.** The prices set forth in this order include all applicable foreign, federal, state and local taxes and miscellaneous charges including but not limited to sales, gross receipts and use taxes, withholding tax, ad valorem (property) taxes, duties, customs, tariffs, forwarding agent’s fees, imposts and surcharges (together, “**Taxes**”). All such Taxes shall be stated separately on Seller’s invoice. Buyer shall have no obligation or liability for, and Seller agrees to indemnify, defend, and hold Buyer harmless for any liability for Taxes, irrespective of when the tax is assessed, as well as the collection or withholding thereof, including all penalties and interest.
6. **OVERSHIPMENTS.** Buyer reserves the option to refuse or to return at Seller’s expense any shipments of products either in excess of the amount, or in advance of the schedule, stated on the face of this order. Any such shipments which Buyer elects not to take will be held at Seller’s risk and expense including reasonable storage and other charges while awaiting Seller’s shipping instructions.
7. **PACKING AND SHIPMENT.** Unless otherwise specified by Buyer in writing, all products shall be packed, packaged, marked, and otherwise prepared for shipment in a manner which is (i) in accordance with good commercial practice and ISTA 1G/1H standards, (ii) acceptable to common carriers for shipment at the lowest rate for the particular products and in accordance with all tariffs, governmental laws and regulations and (iii) adequate to insure safe arrival of the products at the destination designated in this order and for storage and protection against weather. Seller shall mark all containers with necessary lifting, handling and shipping information and also purchase order numbers, date of shipment and the names of the consignee and consignor. An itemized packaging sheet must accompany each shipment unless otherwise specified by Buyer in writing. Unless otherwise agreed in writing by Buyer and Seller, all shipments shall be F.O.B. Buyer’s delivery point as specified in the order (the “**Destination**”). All risk of loss or damage to the products shall remain with Seller until receipt by Buyer of conforming products at the Destination. Title to, and risk of loss of, the products to be delivered hereunder shall, unless otherwise provided herein and subject to Buyer’s rights of rejection and other remedies, pass from Seller to Buyer upon delivery of the products to the Destination.
8. **INSPECTION.** (a) All products purchased under this order shall be subject to inspection and testing by Buyer to the extent practicable at all times and places during and after the period of manufacture and in any event, prior to acceptance. If inspection or test is made by Buyer at Seller’s premises, Seller, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of Buyer’s inspectors. No inspection or test shall relieve the Seller from responsibility for defects or other failure to meet the requirements of this order.
(b) Notwithstanding any prior inspections or payments thereunder, all products shall also be subject to inspection and acceptance at Buyer’s Destination within a reasonable time after delivery.
(c) Buyer may accept or reject shipments in accordance with its established lot inspection procedures. Where rejection of a shipment is appropriately based on Buyer’s normal inspection level, the Buyer at its option, and at Seller’s cost, may conduct an above normal level of inspection up to and including 100% inspection of such shipment.
9. **DELIVERY.** Time is expressly made of the essence in regard to the performance by Seller thereunder. Seller shall be liable for all excess transportation or other charges or costs resulting from failure to follow and meet Buyer’s routing instructions and delivery schedules. No partial or complete delivery shall be made hereunder prior to the date or dates designated on this order unless Buyer has given its prior written approval. If Seller for any reason anticipates difficulty in complying with the required delivery date, or in meeting any of the other requirements of this order, Seller will promptly notify Buyer in writing. If Seller fails to perform, or so fails to make progress as to endanger performance of this order in accordance with its terms, and does not cure such failure within a period of ten (10) days (or such longer period as Buyer may authorize in writing) Buyer reserves the right without liability in addition to its other rights and remedies (a) to terminate by written notice all or any part of this order and get a full refund for amounts paid including any delivery costs; and (b) to purchase substitute goods elsewhere and charge Seller with reasonable additional costs incurred. Seller will continue performance of this order to the extent not terminated. Any provision herein for delivery of goods by installment shall not be construed as rendering the obligations of Seller severable. As an alternate remedy, and in lieu of termination, Buyer at its sole discretion may agree to extend the date of delivery, in which case an equitable reduction in the order price will be negotiated.
10. **CHANGES BY BUYER.** Buyer may at any time by a written order and without notice to sureties or assignees, suspend performance hereunder, increase or decrease the ordered quantities, or make changes in any one or more of the following: (a) applicable drawings, designs or specifications; (b) method of shipment or packing; (c) place of delivery and/or (d) schedules, including time of delivery. If any such change causes a decrease in the cost of, or the time required for performance of this order, an equitable adjustment shall be made in the order price or delivery schedule, or both, as reasonably determined by Buyer.
11. **CHANGES IN PROCESS OR METHOD OF MANUFACTURING.** Seller agrees that it will not invoke any changes in process or method of manufacturing during the term of this order without Buyer’s written consent. Seller further agrees that any contemplated changes in process or method of manufacturing will be submitted to Buyer in sufficient time to enable Buyer a reasonable opportunity in which to evaluate such changes.

12. **WARRANTY.** (a) Seller warrants that all products delivered to Buyer, including all components and raw materials incorporated herein, as well as products corrected under this warranty (i) shall be of a merchantable quality and free from defects in workmanship, materials and manufacture and be fit for their intended purpose and operate as intended; and (ii) shall comply with and conform to (A) the requirements of this contract, (B) any drawings or specifications incorporated herein or submitted to or by Buyer, (C) any samples furnished by Seller, (D) documentation and specifications published by Seller, and (E) any response by Seller to a request for proposal or similar inquiry by Buyer; and (iii) comply with all applicable laws and regulations and generally recognized standards and codes; (iv) are new and not counterfeit, and (v) where design is Seller's responsibility, be free from defects in design. Seller also warrants that all services shall be provided at the highest professional standards. The foregoing warranties are in addition to all other warranties, whether expressed or implied, and shall survive any delivery, inspection, acceptance, and payment by Buyer. All warranties shall benefit and be enforceable by Buyer and its customers.
- (b) Seller represents and warrants that it has the full power and authority to grant the rights granted hereunder. Seller further represents and warrants that neither the products nor their content, promotion, advertisement, sale, distribution, use or other disposition, nor any service, will infringe or violate any copyright, patent, trade secret, trademark, right of publicity or privacy or other personal proprietary right of any third party or contain any defamatory, libelous or obscene matters. Seller further represents and warrants that all products furnished under this order and the packaging, labeling, labels and registration thereof do not violate any laws governing unfair competition, unfair business practices or similar rights of others, are not misbranded and strictly comply in every respect with all requirements of this order and with all applicable laws, acts, requirements, rules and regulations of every competent governmental authority. All products may be introduced lawfully into interstate and intrastate commerce, and Seller has, to the extent required by law, registered and is duly licensed to sell and distribute all products. Seller further warrants that all products delivered to Buyer shall be free and clear of all liens and encumbrances and that Buyer shall have the quiet enjoyment thereof.
- (c) Seller represents and warrants that it complies with all applicable laws and regulations, including eradication of forced, bonded, indentured, involuntary convict or compulsory labor, as well as illegal child labor in its facilities, and requires their suppliers, including labor agencies, to do the same. Seller warrants that its supply chain and materials incorporated into its products comply with the laws prohibiting slavery and human trafficking. Seller agrees to adopt sound human rights practices, to treat workers fairly and with dignity and respect, provide a safe and healthy work environment for their workers, conduct business in compliance with applicable environmental and employment laws, and refrain from corrupt practices. This order (if in excess of \$10,000) is subject to the provisions of (i) Executive Order 11246 (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973 (41 CFR 60-741.5(a)); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974 (41 CFR 60-300.5(a)).
- (d) Seller warrants that it complies with all applicable governmental, legal and regulatory requirements, including, but not limited to, anti-bribery and anti-corruption laws, such as the US Foreign Corrupt Practices Act (FCPA). Buyer has the right to conduct or have a third party conduct an independent audit to assure compliance with this provision, as well as require that Seller sign a compliance certificate on an annual basis.
- (e) Seller represents to Buyer that, either the products do not contain any hazardous substance or, if they do contain a hazardous substance, all hazardous substances therein are specifically and properly identified on a Material Safety Data Sheet packed with the products; and the products will not create an environmental hazard when used in accordance with the operating instructions provided to Buyer by Seller. As used herein the term "hazardous substance" means any substance that is prohibited or regulated by any law for the protection of human health or the environment or which is at any time designated by any governmental authority to be radioactive, toxic, hazardous or otherwise a danger to health, reproduction or the environment; and the term "environmental hazard" means any contamination of soil, water, or air with, or any exposure of humans or nature to, a hazardous substance in violation of any environmental law or regulation.
13. **TERMINATION OR SUSPENSION FOR CONVENIENCE.** Buyer, in its sole discretion, may terminate or suspend the performance of work under this order in whole or in part at any time by written notice to Seller. Upon receipt of such notice from Buyer, Seller shall take such action as Buyer may direct and Buyer agrees to accept an equitable settlement for any such termination, cancellation, or suspension as reasonably determined by Buyer, which settlement shall in no event exceed the remainder of the purchase price stated in this order. Seller will not be paid for any costs incurred by Seller which Seller could reasonably have avoided. Buyer shall not owe Seller any lost profit or payment for any materials or products that Seller may consume or sell to others in the ordinary course of its business.
14. **DEFAULT OF SELLER.** (a) If any products or services delivered thereunder do not fully meet the requirements of this order, Buyer may (i) require Seller to promptly correct, at no cost to Buyer, any defective or nonconforming products and services by repair or replacement or reperformance, at the locations specified by Buyer, (ii) return such defective or nonconforming goods to Seller and recover from Seller the order price, cost of transportation both ways, labor and other costs of unloading and reloading, trucking and similar costs; or (iii) correct the defective or nonconforming goods itself and charge Seller with the cost of such correction.
- (b) Buyer reserves the right to cancel all or any part of the undelivered portion under this order if Seller or the products breach any warranty, if Seller breaches any of the terms hereof or in the event of insolvency of Seller, filing by or against Seller any petition in bankruptcy, appointment of receiver or trustee for Seller, the execution by Seller of an assignment for the benefit of creditors, or discontinuance of business by Seller. Such cancellation shall not constitute a waiver of any of Buyer's rights for damages arising from such default.
- (c) The foregoing remedies are in addition to all other remedies of law or in equity or under this order, for damages or otherwise, and shall not be deemed to be exclusive. Claims by Buyer under this order may be exercised at any time within the later of (i) five years after final acceptance or (ii) the latest time allowed by law.
15. **INDEMNITY; INSURANCE.** Seller shall indemnify, defend (at Buyer's option and using counsel acceptable to Buyer) and hold Buyer and its directors, officers, employees and agents harmless from any claims, demands, liabilities, losses, damages, judgments and settlements, including all reasonable costs and expenses related thereto, including attorney's fees, directly or indirectly, arising from (a) any claimed infringement or violation of any copyright, patent, trade mark or other intellectual property right with respect to the products, (b) any claimed breach of the warranty in Section 12(b), (c) any act, omission, negligence or service of Seller or any of Seller's employees or agents, (d) the possession, use, sale, handling, or consumption of any products, if such possession, use, sale, handling, or consumption is reasonable according to standard industry practice or in accordance with the operating instructions provided by Seller to Buyer, or (e) any breach or claimed breach of any warranty, covenant, agreement, contract or obligation of Seller, whether express or implied, whether included herein or otherwise. Buyer agrees to reasonably notify Seller of a claim covered by Section 15 and to cooperate at Seller's expense in the defense thereof. Seller shall at all times maintain products liability insurance coverage with limits per occurrence of not less than \$2,000,000 per person and not less than \$2,000,000 for property damage. Seller shall also maintain public liability, property damage and employer's liability and compensation insurance as well as protect Seller and Buyer from said risks and from any claims under any applicable laws, rules or regulations. Seller shall maintain casualty insurance covering the products and services until risk of loss is transferred to Buyer. At Buyer's request, Seller (i) shall furnish Buyer with an insurance carrier's certificate evidencing all of such insurance described in this Section, and (ii) shall have Buyer listed as an additional named insured on all of such insurance.
16. **LIMITATION OF LIABILITY.** (a) BUYER SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, WHETHER ANY OF THE FOREGOING ARISE FROM CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, TORT OR STRICT LIABILITY, EVEN IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (b) IN NO EVENT SHALL BUYER'S LIABILITY TO SELLER EXCEED THE AMOUNT OF THE PURCHASE PRICE STATED ON THIS ORDER FOR THE PRODUCTS IN DISPUTE.
- (c) SELLER AGREES THAT THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION 16 REPRESENTS A DELIBERATE ALLOCATION OF RISK.
17. **NON-DISCLOSURE OF CONFIDENTIAL MATTER AND PUBLICITY.** Products and services provided by Seller pursuant to Buyer's specifications or drawings shall not be offered or disclosed to others without the Buyer's prior written authorization. The following are confidential information of Buyer. Specifications, drawing, samples, and other data furnished by the Buyer; software; all information on Buyer's method of doing business, its customers and business plans; and all information marked "confidential," "proprietary" or the like. Seller agrees that all such confidential information shall remain Buyer's property, shall



not be disclosed, shall be used only for purposes of this order and shall be promptly returned to Buyer upon request. Any publicity regarding this order (including pictures, descriptions or samples thereof) is prohibited except with Buyer's prior written approval.

18. **CHOICE OF LAW.** This order will be governed by and construed in accordance with the laws of the United States and the laws of the State of Arizona, excluding Arizona's conflicts of law provisions. The parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this agreement.

19. **CHOICE OF FORUM; ATTORNEY'S FEES.** Buyer and Seller hereby submit to the exclusive jurisdiction of, and waive any venue objections against, the federal and state courts presiding in Maricopa County, Arizona, in any litigation arising out of this order. In any action or proceeding related to or arising out of this order, the prevailing party shall be entitled to its reasonable attorney's fees and expenses.

20. **NOTICES.** All notices to be given or served thereunder shall be effective upon receipt at the address appearing on the face of this order, provided that notices to Buyer specify Buyer's authorized buying agent and Buyer's purchase order number.

21. **SEVERABILITY.** If any part of this order is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this order will remain in full force.

22. **ASSIGNMENT.** Buyer may assign this order or any right or obligation thereunder upon written notice to Seller. Seller may not assign this order or any right or obligation thereunder except upon the prior written consent of Buyer.

23. **WAIVER.** The failure of Buyer to enforce at any time any of the provisions of this order, or to exercise any election or option provided herein, or to require at any time performance by Seller of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this order or any part hereof, or the right of Buyer thereafter to enforce each and every such provision. No acceptance, payment, inspection or failure to inspect, or approval of Seller's product or design or services, shall excuse Seller from any obligation or warranty under this order, even if a defect, non-conformity or other deficiency could or should have been observed or detected. A waiver by Buyer of any drawing or specification required for one or more of the products or a portion of the services shall not constitute a waiver of such requirements for the remaining products or services.

24. **NOTIFICATION OF EXPORT LICENSE.** Seller shall notify Buyer in writing, before delivery of any products whether such product requires a license from the U.S. or any foreign government in order to export the product from the U.S. or from any country where the product is delivered. Seller shall provide Buyer all information that Buyer needs to obtain such export licenses.