

**HARDWIRE, LLC**  
**STANDARD TERMS AND CONDITIONS FOR PURCHASES**

1. The purchase order attached hereto (the "Purchase Order") is subject to the terms and conditions set forth below. Acceptance of the Purchase Order is limited to the Terms and Conditions set forth herein. Additional terms on Seller's form shall be deemed a material alteration hereof and are therefore objected to and rejected. As used in these Terms and Conditions "materials" means any materials, machinery, equipment, article, item, services or work provided for in the Purchase Order. "Seller" means the person, firm or corporation who will provide materials to Purchaser in accordance with the Purchase Order. "Purchaser" means Hardwire, LLC.
2. Purchaser may terminate the Purchase Order for cause in the event of a default by Seller. In such event, Purchaser shall not be liable to Seller for any amounts due in respect of the materials related to such default. If it should be determined that the Purchaser has improperly terminated the Purchase Order for default, such termination shall be deemed to be by Purchaser without cause.
3. In addition to all the other rights which Purchaser may have to cancel the Purchase Order, with cause, Purchaser shall have the further right to terminate any work hereunder without cause, in whole or in part, at any time by written or fax notice. If the parties cannot agree within a reasonable time upon the amount of fair compensation to the Seller for such termination, (a) Purchaser will pay the contract price for all articles completed in accordance with the Purchase Order and not previously paid for, (b) Purchaser will pay a fair and proper portion of the contract price for articles in process, and (c) Purchaser will pay Seller's costs for all materials acquired or contracted for by Seller for the purpose of filling the Purchase Order which Seller is unable to cancel or return. Any articles or materials paid for in the preceding sentence shall be delivered by Seller in accordance with Purchaser's directions. Should Purchaser so desire, cancellation charges shall be subject to Purchaser's audit. In addition, either party shall have the right to cancel the Purchase Order in the event that the other party becomes bankrupt or insolvent or makes an assignment for the benefit of creditors.
4. Seller expressly warrants that all materials furnished will conform to applicable specifications, drawings, samples or other descriptions given. Seller shall extend all warranties it receives from its vendors to Purchaser, and Seller's warranty shall extend to Purchaser's customers. This warranty is in addition to all warranties provided under the law.
5. In the event of any such warranty failure, Seller, at Purchaser's option, shall, without any increase to the contract price, either replace such materials or correct such defects or failure; provided, however, that Purchaser reserves the right to reject any or all materials which do not fulfill the warranty set forth above and to pursue any other remedy available to Purchaser. Such rejected materials shall be, at the expense of Seller, promptly replaced after notice of rejection.
6. Seller warrants materials manufactured by it will conform to the applicable specification under normal use and service for a period of twelve (12) months from the date of installation, or as agreed to by Purchaser and Seller, whichever is longer. If within such period any such materials shall be deemed to be not as warranted, such materials shall be repaired or replaced, as determined at Purchaser's option. Seller's warranty obligations shall be limited to such repair or replacement, shall be Purchaser's exclusive remedy hereunder, and shall be conditioned upon Seller receiving written notice of any alleged defect within ten (10) days after its discovery. This warranty shall not apply to materials to the extent such materials shall have been subjected to negligence, accident, damage or improper use, operation, maintenance or storage, by Purchaser. The foregoing warranties are exclusive and in lieu of all other express and implied warranties whatsoever (except warranties of title). Except as otherwise set forth herein, Seller specifically disclaims and excludes any implied warranties of merchantability or fitness for particular purpose.
7. Purchaser may delay delivery or acceptance of goods in the event of any unforeseen event. Seller shall hold the goods pending Purchaser's direction, and Purchaser shall be liable only for direct increased costs incurred by the Seller by reason of Purchaser's instructions, provided such additional costs are itemized for Purchaser by Seller.
8. Purchaser shall have the right to make changes in the Purchase Order at any time and Seller agrees to accept such changes. In the event such changes result in additional costs or delays, Purchaser shall make an equitable adjustment in the purchase price and/or delivery schedule provided such additional costs are itemized for Purchaser by Seller within thirty days of the change.
9. Seller warrants, guarantees and certifies to Purchaser, its subsidiaries, affiliates, divisions and representatives and any other person or entity affected thereby (hereinafter referred to collectively as "Affiliates") that all materials processed for or purchased from time to time by or on the order of Purchaser or its Affiliates from Seller: (i) are and will at time of delivery by Seller be in compliance with all applicable federal, state and local laws, rules, regulations, specification and other legal requirements; (ii) meet the specifications of Purchaser under which they are to be produced and sold; (iii) are processed and packaged pursuant to Purchaser's standards and specifications; (iv) are free and clear of all liens, encumbrances, security interests and claims; and (v) do not violate, and the use or resale thereof by Purchaser or its Affiliates shall not violate, any patent, trademark or copyright.
10. Seller warrants that the sale or use of the materials furnished hereunder will not infringe or contribute to the infringement of any patents, trademarks or trade names or embody any unauthorized use of trade secrets either in the United States or in foreign countries, and Seller covenants and agrees to indemnify and hold harmless Purchaser and its customers and the users of its products against any and all claims, demands, expenses and liabilities arising from or attributable to such infringement or unauthorized use of trade secrets. Seller shall have the right and, upon Purchaser's request, Seller shall have the obligation to defend at its own expense and at no expense to Purchaser any such claims or demands, in which case Purchaser may also be represented by its own counsel. If the sale or use of the materials is enjoined, Seller at its own expense and at Purchaser's option shall (1) procure for the Purchaser and

its customer the right to continue using and selling the materials, (2) modify the materials so as to be non-infringing, (3) replace the materials with non-infringing material, or (4) refund the purchase price to Purchaser.

11. Seller will, at its own expense, defend any suits that may be instituted by anyone against Purchaser for alleged infringement of any United States patent, trademark or copyright relating to any materials manufactured and furnished by Seller hereunder, if such alleged infringement consists of the use of such materials, or parts thereof, in Purchaser's business and provided Purchaser shall have made all payments then due hereunder, shall have given Seller immediate notice in writing of any such suit, transmitted to Seller immediately upon receipt all processes and papers served upon Purchaser, permitted Seller through its counsel, either in the name of Purchaser or in the name of Seller, to defend the same and shall have given all needed information, assistance and authority as requested by Seller to enable Seller to do so. If such materials are in such suit held in and of themselves to infringe any valid United States patent, trademark or copyright, then: (a) Seller will pay any final award of damages in such suit attributable to such infringement, and (b) if in such suit use of such materials by Purchaser is permanently enjoined by reason of such infringement, Seller shall, at its own expense and at its sole option, either (i) procure for Purchaser the right to continue using the materials, (ii) modify the materials to render them non-infringing, (iii) replace the materials with non-infringing goods, or (iv) refund the purchase price and the transportation costs paid by Purchaser for the materials.

12. Notwithstanding the foregoing, Seller shall not be responsible for any compromise or settlement made without its written consent, or for infringements of combination or process patents covering the use of the materials in combination with other goods or materials not furnished by Seller to the extent such infringement is attributable to patents not furnished by Seller. The foregoing states the entire liability of Seller for infringement, and in no event shall Seller be liable for consequential damages attributable to an infringement.

13. As to any materials furnished by Seller to Purchaser manufactured in accordance with drawings, designs or specifications proposed or furnished by Purchaser or any claim of contributory infringement resulting from the use or resale by Purchaser of materials sold hereunder, Seller shall not be liable, and Purchaser shall indemnify Seller and hold Seller harmless from and against any and all loss, liability, damage, claim or expense (including but not limited to Seller's reasonable attorneys' fees and other costs of defense) incurred by Seller as a result of any claim of patent, trademark, copyright or trade secret infringements, or infringements of any other proprietary rights of third parties. The foregoing states the entire liability of Purchaser for infringement, and in no event shall Purchaser be liable for consequential damages attributable to an infringement.

14. Seller agrees to pay Purchaser all direct or indirect damages which it may sustain as the proximate result of the failure of the materials to comply with the warranties, guarantees and certifications contained herein; provided, however, that Purchaser within 90 days of its acquiring knowledge of any defects in the materials must notify Seller in writing of the failure of the materials to comply with the warranties, guarantees and certifications contained herein. Seller agrees that such notice shall satisfy the notice requirements of any applicable statute, regulation or rule.

15. In addition to the rights and remedies provided above and in addition to any other rights which Purchaser might have at law or in equity, Seller agrees at its own expense to indemnify and hold harmless and defend Purchaser from any complaints, claims or lawsuits: (i) arising out of or resulting from facts which constitute a violation of the warranties, guarantees and certifications given to Purchaser by Seller or which otherwise constitutes a breach by Seller of the terms contained herein; (ii) arising out of or resulting from the acts or omissions of Seller, its agents or employees in the furnishing of the materials covered hereunder; or (iii) which alleges that the production of the materials was negligent. Seller further agrees to indemnify and hold Purchaser harmless from any and all losses, damages, liabilities or expenses, including attorney's fees, incurred, agreed to or awarded as a result of any such complaint, claim or lawsuit; provided, however, that indemnification under this paragraph is conditioned upon Seller receiving prompt notice of any such complaint, claim or lawsuit within 90 days of such claims being made to Purchaser.

16. Seller agrees to the specific insurance provisions attached hereto, if any.

17. In the event Purchaser or Seller reasonably determines it is necessary to recall or retrofit any materials produced or provided by Seller for Purchaser for any reason bearing on their safety or for any non-conformance of the materials with Purchaser's specifications and standards in effect at the time such materials are produced, Seller agrees to comply with recall and/or retrofit procedures reasonably established from time to time by Purchaser. Furthermore, Seller agrees to bear all costs and expenses incurred by it in complying with such recall or retrofit procedures.

18. In addition, Seller warrants that all materials purchased hereunder will conform to Purchaser's specifications. Further, Seller warrants that all materials purchased hereunder will conform in every respect to the specifications. Seller will defend and save Purchaser harmless from loss, cost or damage by reason of any actual or alleged failure to comply or meet specifications..

19. Risk of loss shall remain Seller's until the materials have been delivered to Purchaser (and installed, if applicable) and have been inspected and accepted, and the Seller shall have the responsibility of insuring the materials against transportation loss and any other loss or damage until the materials have been delivered to Purchaser and have been inspected and accepted.

20. All materials purchased hereunder shall be subject to counting, inspection and/or testing by Purchaser at all reasonable times and places, including inspection at Seller's plant before, during and after manufacture. If the Purchase Order specifically requires Purchaser's inspection, Seller will notify Purchaser ten (10) days in advance of final test or inspection. Purchaser's inspection or failure to inspect shall in no way limit or diminish any responsibilities or liability of Seller with respect to such materials, including any warranty or guarantee contained above, or imply acceptance by Purchaser.

21. The Purchase Order and these Terms and Conditions constitute the entire agreement between the parties and can only be modified by a writing signed by authorized representatives of both parties and such writing shall specifically identify that a term or terms in the Purchase Order or these Terms and Conditions is or are being superseded by a term or terms set forth in the aforementioned writing. No part of the Purchase Order may be assigned or subcontracted without the prior written approval of the Purchaser. Purchaser's failure to insist on any right shall not operate as a waiver of any other right. Time is of the essence of this contract.

22. Deliveries must be made within the time stated in the Purchase Order. Seller will immediately notify Purchaser if delivery cannot be made on time. If delivery cannot be made on time, Purchaser may cancel the Purchase Order and purchase elsewhere, and may charge Seller for any loss incurred as a result thereof except that Seller will not be charged for deliveries which cannot be timely made due to causes beyond its control. Acceptance by Purchaser of a late delivery of either the whole or a part of any order shall not constitute a waiver of Purchaser's claim for any damage, which the late delivery may have caused.

23. Materials delivered in error or not in accordance with specifications or codes, or in excess of the quantity called for will be returned at Seller's expense. Substitution under the Purchase Order will not be permitted except on specific written authority of Purchaser.

24. If freight is allowed or purchase made at delivered price, freight charges must be PREPAID and evidence of the paid freight bill shall be submitted with the invoice. No charge will be allowed for loading, packing, boxing, crating or cartage, unless stated herein, but damage to any materials not packed to insure proper protection will be charged to Seller.

25. All drawings, specifications, technical information, experience, or knowledge, or similar confidential information disclosed by Purchaser to Seller, together with documents containing such material are the confidential and proprietary property of the Purchaser. Purchaser's failure to mark any confidential information as confidential, proprietary or otherwise shall not affect its status as confidential and/or proprietary information. Seller shall not disclose such confidential property to its employees or to any third party except on a need-to-know basis to enable Seller to furnish the materials that are the subject of the Purchase Order, and the Seller shall take all reasonable steps to maintain the confidentiality of all such confidential information. Seller and its representatives shall use this information only in connection with the purchase contemplated hereunder. Upon the satisfaction of the Seller's obligation hereunder, or if this Agreement is otherwise terminated, Seller shall return all originals and copies containing confidential or proprietary information to Purchaser.

26. If the Purchase Order indicates that special security conditions apply to the purchase, Seller will strictly comply with all such conditions communicated to it.

27. All notices and communications hereunder shall be in writing and shall be deemed given when sent postage prepaid by registered or certified mail, return receipt requested, by hand delivered, and address as set forth above. If, however, a party furnishes the other party with notice of a change of address, as provided in this paragraph, then all notices and communications thereafter shall be addressed as provided in such notice.

28. In the event of conflict among documents referred to in the Purchase Order, the order of priority shall be: (1) the terms appearing in the Purchase Order; (2) any special conditions supplied by Purchaser; (3) these Terms and Conditions; (4) any technical specifications supplied by Purchaser; (5) any drawings supplied by Purchaser; (6) any remaining documents referred to in the Purchase Order.

29. Any dispute hereunder shall be adjudicated exclusively in, and subject to the laws of, the State of Delaware.

30. In accepting this contract, purchase order or any agreement resulting therefrom, Seller/Contractor represents and warrants that the goods and/or services covered hereby shall, upon delivery to Buyer, be in compliance with the standards required by all applicable federal, state, and local laws and all rules and regulations of any government authority in effect as of the date of this purchasing order including but not limited to the Federal Occupational Safety and Health Act (P.L. 91-956), Executive Order 11246 (41 CFR 60-1 and 60-2), relating to equal employment opportunity and no segregated facilities; the Vietnam Era Readjustment Assistance Act of 1974, relating to the employment of veterans; the Rehabilitation Act of 1973, relating to the employment of persons with disabilities; and all amendments thereto and all rules, regulations, and orders issued thereunder. Any provisions required to be included by any laws, rule, or regulations shall be deemed to be included herein.

31. Hardwire, LLC is a covered federal contractor [or subcontractor] and must comply with certain affirmative action efforts. Also, pursuant to 41 CFR § 60-300.44(f)(i)(ii), implementing 38 U.S.C. § 4212, a portion of the Vietnam Era Veterans Readjustment Assistance of 1974, and 41 CFR § 60-741.44(f)(i)(ii), implementing Section 503 of The Rehabilitation Act of 1973; Hardwire, LLC must send you written notification of our affirmative action efforts on behalf of protected veterans and individuals with disabilities. As a federal contractor, Hardwire, LLC expects all of its subcontractors, suppliers and vendors to comply with all of their applicable obligations under Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 or any other law requiring equal opportunity for disabled persons, and other protected veterans. Further, the equal employment opportunity clauses set forth in 41 CFR § 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR § 60-741.5(a) are hereby incorporated by reference into all of the transactions between our companies.

32. This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual

orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

33. For purposes of this clause, Goods are any tangible items delivered under this Agreement, including without limitation the lowest level of separately identifiable items, such as parts, articles, components, and assemblies. "Counterfeit Goods" are Goods that are or contain items misrepresented as having been designed, produced, and/or sold by an authorized manufacturer and seller, including without limitation unauthorized copies, replicas, or substitutes. The term also includes authorized Goods that have reached a design life limit or have been damaged beyond possible repair, but are altered and misrepresented as acceptable.

Seller agrees and shall ensure that Counterfeit Goods are not delivered to Buyer. Goods delivered to Buyer or incorporated into other Goods and delivered to Buyer shall be new and shall be procured directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Work shall not be acquired from independent distributors or brokers unless approved in advance in writing by Buyer. When requested by Buyer, Seller shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.

In the event that Work delivered under this Agreement constitutes or includes Counterfeit Goods, Seller shall, at its expense, promptly replace such Counterfeit Goods with authentic Goods conforming to the requirements of this Agreement. Notwithstanding any other provision in this Agreement, Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Goods, including without limitation Buyer's costs of removing Counterfeit Goods, of reinserting replacement Goods, and of any testing necessitated by the reinstallation of Goods after Counterfeit Goods have been exchanged. Seller shall include equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Goods to Buyer.