THE FOLLOWING CONDITIONS SHALL GOVERN PURCHASE ORDER(s) TERM AND CONDITIONS:

1. ACCEPTANCE — The receipt of a purchase order from the party identified as the buyer (the "Buyer") for the goods described (the "Goods") shall be conclusively deemed an unconditional acceptance by the Buyer of this order and all terms and conditions hereof notwithstanding any provision of any purchase order or other document provided or offered by the Buyer to the contrary. All orders must be promptly acknowledged by Buyer.

2. REVOCATION — Buyer may, at its discretion, revoke this purchase order at any time prior to acceptance by Seller. However, Buyer may assign or delegate to any other customer of Buyer for the same or similar articles in similar quantities.

3. DELIVERY/SHIPMENT — All Goods shall be shipped to the destination specified on the purchase order no later than the date set forth herein. All Goods are to be provided F.O.B. destination. All risk of loss or damage in transit shall be borne by the Buyer. Any documents necessary to enable Buyer to obtain the Goods from the carrier when deliver will be mailed to Buyer at or prior to shipment.

4. ASSIGNMENT — An assignment of Seller's contract rights or delegation of duties shall be void, unless prior written consent is given by Buyer. However, seller may assign rights to be paid amounts due, or to become due, to a financing institution if Seller is promptly furnished a signed copy of such assignment reasonably in advance of the due date for payment of any such amounts. Amounts assigned to an assignee shall be subject to setoffs or recoupment for any present or future claims of the Buyer against Seller.

5. WARRANTIES — Seller warrants that all Goods as described on the face of this purchase order are free from any defect in material and workmanship at the time of delivery (a) will conform to all specifications furnished by Buyer, (b) will conform to any other law or governmental regulations, (c) will conform to any standards set forth in the purchase order, (d) will be free from defects in material and workmanship, (e) will be adequately and properly labeled, packaged, marked and labeled, (f) will be merchantable, safe and appropriate for the purpose of which the Goods are to be sold, (g) will conform in all respects to samples provided, if applicable. Any inspection, test, acceptance or use of the Goods by the Buyer shall not affect the Seller's warranties hereunder, and such warranties shall survive any such inspection, test, acceptance and use. Seller's warranties shall run to Buyer, its successors, assigns and customers, and user of products sold by Buyer.

6. PRICES — Seller represents that the prices specified herein for the Goods are not less favorable than those currently extended to any other customer of the Seller for the same or similar articles in similar quantities. In the event the Seller reduced its price for such Goods prior to completion performance under this purchase order, Seller shall notify Buyer and reduce the purchase order. Seller shall be entitled to charge to Buyer the cost of any additional charges of any type (including, but not limited to, charges for shipping, packaging, tariffs, labeling, custom duties, taxes, storage, insurance, boxing, carting, fuel surcharges or other items) shall be added without Buyer's expressed written consent.

7. REJECTION — In the event any Goods delivered hereunder fail to conform to the terms of this purchase order, or in the event a delivery is not made as herein provided, Buyer may, at its option, reject the whole or any part of such Goods. Buyer may, at its discretion, revoke this purchase order at any time prior to acceptance by the Seller. In such case, Buyer may, at its discretion, revoke this purchase order at any time prior to acceptance by the Seller. In such case, Buyer reserves the right to require Seller to submit cost or pricing data if Buyer is required to furnish the same to the U.S. Government agency, department or office thereof or a higher tier prime or subcontractor therewith.

8. TERMINATION — Buyer shall have the right to cancel or suspend, by written notice, in whole or in part, this purchase order. Except in the case of termination by the Buyer for breach by the Seller of the terms hereof, allowance will be made for normal and reasonable expenses incurred by Seller prior to receipt of notice of cancellation. Buyer will not be liable for any charges or expenses incurred by Seller in advance of the normal or reasonable lead time necessary to meed scheduled delivery dates nor for any expenses, charges of liability incurred subsequent to the notice of cancellation. For the purpose of time of delivery, Seller shall conclusively be deemed to have breached this purchase order in the event Seller is in default under any loan or line of credit, or a voluntary or involuntary debtor under the Bankruptcy Code.

9. FORCE MAJEURE — Failure of Seller to make or deliver to Buyer or take all or any part of any shipment hereunder, if such failure is due to acts of God, war, embargoes, or any other similar cause beyond the control of the party so failing, shall not subject such party to any liability to the other party, provided, however, that in the event Seller is unable to meet the delivery schedule established by Buyer due to conditions beyond the control of Seller, Buyer may, if it so desires, and with all due speed, have the employment of child, forced, indentured, involuntary, prison or uncompensated labor. In the event that a regulatory agency issues an order, rule or regulation that prevents Seller from performing its obligations under this purchase order, Seller shall be entitled to adjust the prices hereunder to reflect any increase in cost of production.

10. PROPRIETARY INFORMATION — Seller shall use its best efforts to prevent unauthorized disclosure to any third party of any confidential information in its possession or control which relates to the Goods. If Seller discloses or makes available any confidential information to any third party, Seller shall require such person or entity to keep such confidential information in confidence and shall not disclose such information to any other party without the written consent of Buyer. Seller agrees to hold such confidential information in confidence and not to disclose such information to any third party without the written consent of Buyer.

11. INTELLECTUAL PROPERTY — Except to the extent Buyer has specified certain requirements for the Goods on the purchase order, Seller shall defend, indemnify and hold Buyer harmless from and against any and all claims, expense (including attorneys' fees), or losses suffered or incurred by Buyer as a result of or arising out of a claim that any Goods infringe on any patent, trademark, copyright or other intellectual property right of any person or entity. Buyer may be represented by and actively participate through its own counsel in any such suit or proceeding if it so desires, and the cost of such representation shall be paid by Seller.

12. COMPLIANCE WITH LAWS — Seller warrants that all Goods furnished hereunder will be manufactured and supplied in compliance with all applicable federal, state, and local laws, rules, regulation ordinances, stipulations and others, including, but not limited to, the following: the Fair Labor Standards Act, U.S. Export control laws and regulations, Occupational Safety and Health Act of 1970 and other federal laws and regulations during the terms of this agreement, all applicable commercial and public anti-bribery laws, including without limitation, the US Foreign Corrupt Practices Act and the UK Bribery Act. The Seller further agrees that it shall not engage in the employment of child, forced, indentured, involuntary, prison or uncompensated labor. In the event that a regulatory agency issues an order, rule or regulation that prevents Seller from performing its obligations under this purchase order, Seller shall be entitled to adjust the prices hereunder to reflect any increase in cost of production.

13. INDEMNIFICATION — Seller shall defend, indemnify and hold Buyer harmless from and against any action, claim, liability, loss, damages, cost or expense (including attorney fees) which Buyer (its directors, officers, employees, agents, customers and user of the Goods) may suffer or incur in connection with (a) a breach of Seller's representations and warranties in the purchase order or otherwise, and (b) personal injury, death or property damage arising from, or in connection with, Seller's performance of this purchase order.

14. PAYMENT — Unless otherwise specified on the purchase order, payment is Net sixty (60) days unless other provisions have been made with the Seller and agreed to by the Buyer.

15. INSTRUMENT — Whether by either Seller or Buyer of a breach by the other of any provisions of this purchase order shall not be deemed a waiver of future compliance therewith, and such provision shall remain in full force and effect.

16. PERFORMANCE MONITORING — Buyer has implemented effective policies and controls to evaluate the seller's cumulative performance, including the establishment of internal review and accountability structures to assess risk and oversee compliance efforts. Performance measures may include defective parts, on time delivery, warranty rates, payment terms, compliance to regulatory requirements or a variety of other quantitative and qualitative metrics.

17. CONFLICT MINERALS — Seller warrants that all Goods or parts supplied to the buyer do not contain conflict minerals. Conflict Minerals is defined as products containing the minerals Cobalt/Tantalum (Columbite-Tantaltite), Tin (Cassiterite), Tungsten (Wolframite) or Gold if that mineral originated from mines in the Democratic Republic of Congo (DRC) or one of its nine neighboring nations (Angola, Burundi, Central African Republic; Republic of Congo, Rwanda, South Sudan, Tanzania, Uganda, Zambia). RoHS2 — Buyer requires conformance to RoHS2. Buyer must have written notification if materials, goods or processes are not RoHS2 compliant.

18. REACH — Buyer requires conformance to RoHS2. Buyer must have written notification if materials, goods or processes are not RoHS2 compliant.

19. GRATUITIES — Seller warrants that neither it nor any of its employees, agents or representatives has offered or given any gratuities or kickbacks (in the form of entertainment, travel, gifts or otherwise) to Buyers employees, agents, customers or user of the Goods) for the purpose of securing purchase orders or securing favorable treatment.

20. SOLE AGREEMENT — This purchase order is intended by the parties as a final and complete expression of their agreement as to the subject matter hereof, and shall supersede all prior oral and written negotiations, understandings or agreements with respect thereto. The terms and conditions set out herein may be amended only in writing and must specifically reference the intention to modify a specific quotation and must be signed by duly authorized agents of the parties. The express terms hereof shall not be varied by any course of dealing, performance or usage of trade. Any different, conflicting or additional terms in any purchase order, document or the like provided or offered by the Buyer are hereby rejected.

21. SEVERABILITY — Each paragraph and provision of this Contract is severable, and if one or more paragraphs or provision are declared invalid, the remaining paragraphs and provisions of this Contract will remain in full force and effect.

22. ADDITIONS — If required, Buyer may modify this purchase order relates to or is in fulfillment of a prime contract or subcontract for the United States Government or a Department or Agency thereof, then the terms and conditions shall apply to the Seller under this purchase order to the same extent that they apply to the Buyer under the prime contract of subcontract under the Federal Acquisition Regulation (FAR) clauses, in effect on the date hereof and are incorporated herein by reference. Additionally the following provisions are incorporated herein and replace Article 7 “Termination”. TERMINATION: (a) Buyer may terminate this order, in whole or in part in accordance with the provision of the “Default (Fixed Price Supply and Service) clause set forth in the applicable FAR (Federal Acquisition Regulation), Buyer may, for its convenience terminate this order on 30 days’ notice. Full or, from time to time, in part, in accordance with the provisions of the “termination” for Convenience of the Government (Fixed-Price) clause in applicable FAR. COST OR PRICING DATA: Buyer reserves the right to require Seller to submit cost or pricing data if Buyer is required to furnish the same to the U.S. government agency, department or office thereof or a higher tier prime or subcontractor therewith. INDEMNIFICATION: Seller agrees to indemnify, defend and hold harmless Buyer for any and all claims, demands or lawsuits arising from Seller’s failure to comply with any and all duties, obligations or responsibilities under this contract, including, but not limited to, any certification or lack thereof under the various requirements of the prime contract, FAR or any supplement.