

Purchase Order Terms and Conditions

These Purchase Order Terms and Conditions (this "**Order**") are made and shall be effective as of the date of acceptance (the "**Effective Date**"), by and between buyer ("**Company**", "**Us**" or "**Buyer**") and seller ("**Vendor**", "**You**" or "**Seller**"). This Order, each individual purchase order and any subsequent amendments, hereto and thereto comprise the entire agreement between Buyer and Seller with respect to the subject matter hereof. The parties hereto acknowledge that there are no other terms or conditions, agreements or understandings applicable to this Order; including, without limitation, with respect to the scope and subject matter of this Order.

In consideration of the obligations herein and other consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. This Order shall be valid upon acceptance and is limited to the terms hereof. No amendment to this Order shall be valid unless made in writing and signed by authorized representatives of both parties.
2. "**Items**" or "**Products**" means the item or product, equipment, material, services or supplies described in any purchase order issued pursuant to this Order.
3. The term of this Order shall commence on the Effective Date and, unless this Order is terminated earlier, shall continue until all purchase orders have expired or been terminated.
4. Buyer may terminate this Order, in whole or in part, including any one or more purchase orders, at any time, at its sole discretion, by providing written notice of termination to Seller. Seller will discontinue all work in accordance with Buyer's termination instructions. Upon receiving notice of termination, Seller will place no further orders, or enter further subcontracts for services, materials or equipment related to the terminated work. In addition, Seller will terminate all existing orders and subcontracts, insofar as those orders and subcontracts relate to the performance of the work terminated. Buyer's only liability to Seller will be to pay Seller the unpaid balance due for Items or Products shipped or labor incurred prior to the date identified in Buyer's notice.
5. Seller is not to substitute any Item in the purchase order unless authorized in writing by Buyer.
6. Seller shall accept returns for a period of sixty (60) days following shipment for exchange or refund of the purchase price; provided, that Items must be in their original cartons, unopened and unused. Over-shipments shall be returned to Seller at Seller's expense.
7. The "Ship To" will be the location shown on the purchase order where the Item(s) will be delivered. Onsite delivery dates stated on the purchase order reflect the date that Buyer expects the Item to arrive at the Ship To location, as agreed to by the parties. No charges will be allowed for packaging, crating or drayage, unless specifically authorized in this Order. Shipment is to be made by the most economical means of transportation, unless otherwise specified, and Buyer will not be responsible for transportation charges unless Items or Products are shipped according to Buyer's express written instructions. No expediting fees or special handling charges shall be incurred in the processing of a purchase order unless specifically authorized by Buyer in writing.
8. If a Safety Data Sheet (SDS) or Material Safety Data Sheet (MSDS) is applicable to any Item or Product on the Order, please include with shipment or delivery.
9. Title to the Items will pass to Buyer when the Items are accepted by Buyer's designated representative or agent, at the location designated by Buyer's designated representative or agent. Risk of loss will remain with Seller until title to the Items has passed to Buyer.
10. Seller will be liable for all failures, delays and interruption in performing any of its obligations under the purchase order which are within its reasonable control, and Seller will at no additional cost or expense to Buyer, use its best efforts to make up time lost by such delays.

11. Seller will invoice Buyer for the purchase price of the Items or Products when those Items or Products have been delivered to Buyer, in accordance with all requirements of this Order. Such invoices will include the purchase order number provided by Buyer to Seller, a detailed description of the Item(s) invoiced thereunder and amounts billed therefor. All invoices that include taxes to be paid by Buyer shall list such taxes as a separate line item. Seller's invoices will be payable within sixty (60) days from the invoice date unless otherwise specified in the Order. Buyer may withhold payment from any portion of an invoice in good faith dispute upon written notice to Seller. In the event of a dispute, the parties will work to resolve it to their mutual satisfaction. If Seller fails to provide a correct invoice to Buyer for any Product within one hundred and twenty (120) calendar days after the last day of the month in which such Product is delivered, then Buyer shall not be obligated to pay for such Product.
12. Seller shall be fully responsible for reporting and discharging all local, state and federal income or profit taxes or taxes imposed in lieu of an income or profit tax, franchise tax, licensing fees, qualification or domestication fees, pension benefits, payroll taxes including social security taxes, employment, disability and other customary insurance and for any other taxes (except sales, use, excise and gross receipts taxes addressed below) or payments, together with any interest and penalties, additions to tax, or additional amounts with respect thereto, which may be due and owing by Seller or which are the result of fees or amounts paid by Buyer hereunder. With respect to federal, state and local sales, use, excise and gross receipts taxes, Seller is responsible for reporting and discharging taxes statutorily imposed on Seller. Where such taxes are statutorily imposed on Buyer, Seller shall collect such taxes from Buyer, unless Buyer presents Seller with a valid exemption certificate. If Seller is not required or registered to collect such taxes, Buyer shall remit the applicable taxes to the proper taxing jurisdiction. Both Seller and Buyer agree to provide each other with the necessary information to determine the taxability of the charges incurred pursuant hereto, which may include providing support for the breakout of materials from labor where requested.
13. For purposes of this Order, "**Confidential Information**" " means all nonpublic, confidential and/or proprietary information, of the disclosing party, (the "**Disclosing Party**") in whatever form transmitted to the other receiving party (the "**Receiving Party**"), including, without limitation, all customer data and information, specifications, drawings, sketches, models, samples, reports, plans, forecasts, methods of doing business, current or historical data, computer programs or documentation and all other technical, financial or business data. Notwithstanding the foregoing, Confidential Information will not include information that: (a) is or becomes generally known to the public not as a result of a disclosure by the Receiving Party or as a result of a breach of this Order or any other confidentiality obligations; (b) is rightfully in the possession of the Receiving Party prior to disclosure by the Disclosing Party; or (c) is received by the Receiving Party in good faith and without restriction from a third party, not under a confidentiality obligation to the Disclosing Party and having the right to make such disclosure. The Receiving Party agrees: (a) that it will keep all Confidential Information in strict confidence, using no less than the degree of care employed by Receiving Party to safeguard its own Confidential Information; (b) that it will not disclose any Confidential Information to anyone outside of the Receiving Party; and (c) that it will not make use of any Confidential Information for its own purposes (except as necessary to fulfill its obligations under this Order) or for the benefit of anyone other than the Disclosing Party. The Receiving Party agrees, upon request of the Disclosing Party, to return to the Disclosing Party all Confidential Information of the Disclosing Party in its possession or certify the destruction thereof. In the event of a breach of this Section, the Disclosing Party may not have an adequate remedy at law. The Parties therefore agree that the Disclosing Party may be entitled to seek the remedies of temporary and permanent injunction, specific performance or any other form of equitable relief deemed appropriate by a court of competent jurisdiction.
14. Seller represents and warrants that (i) all Items and Products shall conform to the specifications in the applicable purchase order and all Items shall be of merchantable quality and free from defect in design, material and workmanship; (ii) the Items will be appropriate for the purpose for which goods of that kind are normally used; (iii) Seller will deliver good and marketable title to the Items, and the Items will not be subject to any encumbrance, lien, security interest, or other defect in title; and (iv) the Products, and Buyer's use of such Products, does not and will not infringe, misappropriate or otherwise violate any intellectual property right or other proprietary right of a third party.

15. If within twelve (12) months of providing the Item(s), Buyer notifies Seller in writing that any of the Items fails to conform to any of the above-specified warranties, Seller will provide to Buyer a plan to remedy the failure specified in such notice. If Seller is unable to remedy the failure, Buyer may, at its sole option, (i) extend the amount of time for Seller to remedy the failure, or (ii) terminate this Order or applicable purchase orders and receive a refund of the fees paid for the deficient Items and pursue its remedies at law to recover direct damages resulting from the breach of this warranty.
16. Seller, at its own expense, shall defend, protect, indemnify and hold the Buyer harmless from and against all claims/liabilities based upon personal injury and/or death, property damage and breaches of confidentiality arising out of or in any way incident to Seller's performance of this Order, or otherwise in connection with the acts or omissions of Seller, its employees, agents or contractors. **IT IS THE EXPRESS INTENT OF THE PARTIES THAT FOR THE PURPOSES OF THIS PARAGRAPH, SELLER'S OBLIGATIONS TO DEFEND, PROTECT, INDEMNIFY, AND HOLD HARMLESS, WILL INCLUDE, BUT NOT BE LIMITED TO, CLAIMS ARISING OUT OF OR RESULTING FROM BUYER'S CONCURRENT OR SOLE (A) NEGLIGENCE OF ANY TYPE OR DEGREE, (B) STRICT LIABILITY, (C) TORTS, OR (D) OTHER FAULT OF ANY NATURE.** Seller will not enter into any settlement agreement, consent decree, or other compromise with respect to any claim/liability relating to this Order without first notifying Buyer of Seller's intention to do so and affording Buyer ample opportunity to appear, intervene, or otherwise appropriately assert and protect Buyer's interests with respect thereto.
17. THIS ORDER IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF TEXAS OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF TEXAS. THE PARTIES MUTUALLY CONSENT TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS IN DALLAS COUNTY, TEXAS. THE PARTIES MUTUALLY AGREE THAT THIS ORDER IS A "MAJOR TRANSACTION" WITHIN THE MEANING OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE § 15.020.
18. Seller represents, warrants and covenants that it is knowledgeable of and will comply with all international, federal, state, and local laws, rules, including applicable customer protection rules promulgated by applicable regulatory agencies, decrees, orders, regulations, by-laws, ordinances and codes that may, in any manner, affect the conduct of the services, including, without limitation, all environmental laws; anti-bribery, fraud, the Foreign Corrupt Practices Act and anticorruption laws; insider trading and securities laws; anti-competition and antitrust laws; all applicable federal, state and local labor, employment, and immigration related statutes and laws, including without limitation all applicable laws prohibiting discrimination, harassment, and retaliation; the Patient Protection and Affordable Care Act of 2010 and the applicable regulations thereunder (collectively, "PPACA"); the Immigration Reform and Control Act of 1986 ("IRCA"); and all local, state, and federal laws, codes and regulations relating to safety, health and environmental compliance, including without limitation, the Occupational Safety and Health Act ("OSHA"). In this regard, any failure to so comply in relation to the Order shall constitute a breach of this Order. In particular, but without limitation:
 - a. Upon request and reasonable notice, Seller agrees to provide Buyer with written certification or verification that Seller's Form I-9, social security number verification, and E-Verify processes for any Seller employee assigned to perform services under the Order comply with IRCA. Seller shall notify Buyer immediately if it has been investigated for or charged with immigration-related violations. If Seller is suspended or debarred from federal hiring programs because of immigration law compliance, or otherwise found to have violated immigration laws, Buyer may terminate this Order immediately.
 - b. Seller (i) represents, as of the date hereof, that (a) Seller has provided to Buyer for inclusion in Buyer's electronic systems of record, a completed copy of Buyer's Supplier Status Profile ("**SSP**"), in respect of such Seller, and (b) the size or socioeconomic representations and certifications made in such SSP are current, accurate, complete, and applicable to the Items under this Order (including business size standards applicable to the NAICS code) as of the date hereof or within the last twelve months, and (ii) covenants that Seller shall provide to Buyer an updated SSP from time to time within thirty (30) days of

Buyer's request, each of which updated SSPs shall be current, accurate and complete as of the date of submission by Seller to Buyer.

19. Seller recognizes that, as a federal contractor, Buyer is subject to certain equal employment opportunity and affirmative action requirements. By execution of this Agreement, Seller specifically acknowledges and certifies that, to the extent required by law, rule or regulation, Seller shall comply, and shall require its subcontractors to comply, with 41 CFR §60-1.4 Equal Opportunity Clause, the full text can be found at https://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=41:1.2.3.1.1#se41.1.60_61_14, and the equal employment opportunity and affirmative action requirements of Executive Order 11246, as amended, 41 CFR §60-1.4(a), the Rehabilitation Act of 1973, as amended, 41 CFR §60-741.5(a), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 41 CFR §60-300.5(a). Generally:
 - a. **41 CFR §60-1.4(a)**. Executive Order No. 11246, as amended, prohibits federal contractors and subcontractors from discriminating against any employee or applicant for employment because of race, color, religion, sex, or national origin. Executive Order No. 11246 also requires these employers to take affirmative efforts in employment and promotions, so that minorities and women will be employed at all levels of the workforce. All contractors and subcontractors having 50 or more employees and a contract or subcontract of \$50,000 or more must develop a written Affirmative Action Plan ("AAP"). The plan must include, among other things, an analysis of the contractor's workforce and the labor force by race and sex; a determination whether the contractor is underutilizing minorities or women in any job groups; and the establishment of goals and timetables for correcting any underutilization.
 - b. **41 CFR 60-741.5(a)**. If the total value of this Order is equal to or greater than \$10,000, Buyer and Seller shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
 - c. **41 CFR 60-300.5(a)**. If the total value of this Order is equal to or greater than \$100,000, Buyer and Seller shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
20. To the extent this Order and any purchase order is subject to applicable requirements of the Federal Acquisition Regulation ("FAR") which governs the acquisition process by which executive agencies of the United States federal government acquire (i.e., purchase or lease) goods and services by contract with appropriated funds, the Seller will be so informed by the Buyer and Seller expressly agrees it will comply with all applicable FAR requirements.
 - a. If the total value of this Order exceeds \$700,000 and Seller will subcontract any portion of its performance hereunder, Seller (except Small Business Concerns) will adopt a subcontracting plan in accordance with the requirements set forth in FAR Standard Clause 52.219-9.
 - b. If the total value of this Order is equal to or greater than \$100,000, Seller will comply with the requirements of FAR Standard Clause 52.222-35, 48 C.F.R. 52.222-35.
 - c. If the total value of this Order exceeds \$15,000, Seller will comply with the requirements of FAR Standard Clause 52.222-36, 48 C.F.R. 52.222-36.
21. Seller shall not engage in any activity that will adversely affect or impair its ability to provide the Item(s) in an independent and reliable manner. Seller shall not offer or provide Buyer compensation or any benefit (including gift, entertainment, loan, or personal favor) that might influence, or appear to influence, a business decision, other than advertising mementos of nominal value and infrequent and non-excessive business meals and business

entertainment. Seller shall immediately notify Buyer if it knows or becomes aware of any facts, suspicions or circumstances contrary to the representations, warranties and covenants in this Section.

22. It is understood and acknowledged that the Products which Seller will provide to Buyer hereunder shall be in the capacity of an independent contractor and not as an employee or agent of the Buyer.
23. A waiver by either Party of any breach of this Order, or the failure of either Party to enforce any of the provisions of this Order, will not in any way affect, limit or waive that Party's right to enforce and compel strict compliance with the same or other provisions.
24. No information relating to this Order will be released for publication, advertising or any other purpose without the prior written approval of Buyer. Seller is expressly prohibited from using Buyer's name or other trademarks or service marks in any advertisement or publication.
25. If any provision of this Order is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Order will remain in effect.
26. Neither this Order nor any purchase order may be assigned in whole or in part by Seller without the prior written consent of Buyer. Seller will ensure that any subcontractor complies with all the terms and conditions provided under this Order and each purchase order as if such subcontractor was Seller.
27. Neither the completion of any purchase order nor any termination or cancellation of this Order will relieve either Party of any obligations under this Order that by their nature survive the completion of the purchase order, including, but not limited to, Confidential Information, Warranty, Compliance with Laws, Indemnification, and Compensation provisions of this Order.

UNIT OF MEASURE

1B CAR COUNT	CL COIL	GLL GALLON	MTR METER	SAN HALF YEAR (6 MONTHS)
1I FIXED RATE	CMT	GRM GRAM	ONZ OUNCE	SET SET
A9 RATE	CENTIMETER	GRO GROSS	OT OVERTIME	SMI MILE (STATUTE MILE)
ANN YEAR	CQ CARTRIDGE	HUR HOUR	HOUR	SO SPOOL
AY ASSEMBLY	CS CASE	INH INCH	PD PAD	SQ SQUARE
BAR BAR	CT CARTON	KG KEG	PF PALLET	ST SHEET
BD BUNDLE	CY CYLINDER	KT KIT	PK PACKAGE	TL THOUSAND FEET
BFT BOARD	D63 BOOK	LBR POUND	PL PAIL	TN TON
FOOT	DAD TEN DAY	LF LINEAR FOOT	PR PAIR	TU TUBE
BG BAG	DAY DAY	LK LINK	PT PINT	WEE WEEK
BL BALE	DMT DECIMETER	LO LOT	QAN QUARTER (OF A YEAR)	WM WORKING MONTH
BO BOTTLE	DR DRUM	LTR LITER	QH QUARTER HOUR	YDK SQUARE YARD
BR BARREL	DZN DOZEN	MGM MILLIGRAM	QT QUART	YDQ CUBIC YARD
BUA BUSHEL (US)	E48 SERVICE UNIT	MIL THOUSAND	RL REEL	YRD YARD
BX BOX	EA EACH	MIN MINUTE	RM REAM	
C62 ONE PIECE/UNIT	EC EACH PER MONTH	MLT MILLILITRE	RO ROLL	
CA CAN	FOT FOOT	MMT MILLIMETER	SA SACK	
CG CARD	FTK SQUARE	MON MONTH		
CH CONTAINER	FOOT			
	FTQ CUBIC FOOT			

