

- 1) Acceptance is expressly limited to the terms and conditions contained in this Order. Any provisions in Seller's invoices, billing statements, acknowledgement forms or similar documents which are at variance with the provisions of this Purchase Order shall be of no force or effect unless specifically agreed to in writing signed by an authorized representative of Buyer. Any of the following acts by Seller shall constitute acceptance of this Order and all of the terms and conditions by: (a) signing and returning a copy of this Order. (b) Delivery of any goods or services ordered; (c) informing the Buyer in any manner of commencement of performance; (d) or returning Seller's own form of acknowledgement.
- 2) All goods and services shall be according to specifications, drawings, samples or other descriptions furnished by Seller.
- 3) Buyer assumes no obligation for material shipped or services supplied in excess of this order.
- 4) All material and services will be subject to Buyer's inspection. In addition to other rights provided by law. Buyer reserves the right to refuse non-conforming material or services. In the event Buyer shall have made payments to Seller for merchandise so returned. Seller shall promptly fund such payments to Buyer.
- 5) Neither the acceptance of delivery of materials shipped or services provided not on the date or dates specified herein shall not be construed as a waiver of Buyer's rights to recover for late delivery.
- 6) Seller represents and warrants that the merchandise purchased hereunder does not and will not infringe any patent, trademark or copyright granted by the United States of America by any foreign country, and does not compete unfairly (including but not limited to passing off, misappropriation or violation of any state or federal statute), and not violate any other rights of third parties.
- 7) Seller represents and warrants that any materials and services provided pursuant this Order are (a) free from defects in workmanship and materials, including without limitation, such defects as could create a hazard to life or property: (b) free from defects in design, except to the extent that such items comply with any detailed design provided by Buyer; (c) fit and sufficient for the purpose intended; (d) in conformity with all the other specifications, descriptions and/or requirements set forth or incorporated herein; and (e) in conformity with all applicable federal, state and local laws.
- 8) Seller agrees to appear, defend (through counsel reasonably satisfactory to Buyer), indemnify and hold harmless Buyer, its successors, assigns, customers, and users of its products, from and against all actions, litigation, claims, liabilities, loss, damages (whether direct or indirect, incidental, consequential or

otherwise), expenses or costs (including attorney's fees) which may arise out of, relate to or be connected in any way with the goods or services covered by this Order resulting from the breach of any covenant, representation or warranty made by Seller in connection with such goods or services, including without limitation, liability based upon death or injury to any person (including Buyer's employees) or damage to property resulting or arising, or alleged to result to arise from or out of the resale and/or use of such merchandise.

9) At its option, Buyer may terminate all or part of this Order upon prior written notice to Seller. Upon such termination, Buyer shall pay to Seller; (a) the price stated on the face of this order of items completed at the time of such termination and not yet delivered; (b) the out-of-pocket costs incurred by seller for items in progress, which cannot reasonably be used by Seller.

10) By written notice to Seller, Buyer may terminate all or part of this Order, subject to the provisions of Paragraph 9, upon the refusal or failure of Seller to make deliveries of the goods or services by this Order within the time period specified herein.

11) Neither Buyer nor Seller shall be liable for any failure to perform in accordance with the terms of this Order due to wars, strikes, fires, the acts of God or the public enemy, labor difficulties, freight embargoes or other causes beyond their control. In the event Seller is unable to perform, due to any of the foregoing events, Buyer shall be entitled, in addition to its right to terminate pursuant to Paragraph 9, to (a) obtain the items covered by this Order from such other sources as Buyer may determine for the duration of Seller's inability to perform; and (b) reduce pro tanto, and without any obligation to Seller, the quantity of the terms specified by this Order.

12) Conflict Minerals, as defined by the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, are not to be part of any material provided by the Seller. See ACDI's "Conflict Minerals Policy Statement" posted at [www.acdi.com/client-center/welcome-clients/](http://www.acdi.com/client-center/welcome-clients/) . When required by their customer, the Buyer will request the Seller to complete "Conflict Minerals Reporting Template" that identifies the source of any conflict minerals used by the Seller to fill the Buyer's purchase order. This template is also posted at the website previously noted.

13) No course of dealing of Buyer nor any delay or omission of Buyer to exercise any right or remedy granted under this Order shall operate as a waiver of any rights of Buyer.

14) No right of Seller under this contract resulting from the acceptance of this Order, including without limitation, any account based upon this Order, shall be assignable without the written consent of Buyer.

15) This agreement will be governed by the laws of the state of Maryland.

16) This document contains the entire understanding and agreement of the Parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not set forth in this writing. No modification of this agreement shall be binding unless in writing and signed by both parties herein.