



PURCHASE ORDER TERMS AND CONDITIONS

(Rev Date: 07/31/2017)

All purchase orders (each, individually, an “Order”, collectively the “Orders”) between M C Test Service, Inc., d/b/a MC Assembly, or any of its subsidiaries, including without limitation, MC Assembly, LLC (the “Buyer”), and the party identified as Seller, Supplier or Vendor on the face of the Order (the “Seller”) are expressly limited to and made conditional upon the terms and conditions contained herein, and any of Seller’s terms in addition to or different from those contained herein, whether contained in an acknowledgment, invoice, or other document sent to Buyer, are hereby objected to and shall be of no effect. Any term contained in any later invoice, confirmation or other material of Seller, whether or not such inconsistent terms are material, shall not be binding upon Buyer. These terms and conditions may only be waived, altered or modified by a written agreement signed by an officer of the Buyer.

1. ORDER ACCEPTANCE

Seller’s complete acceptance of the Order will be presumed unless the Seller provides the Buyer with written notice of any exceptions within two (2) days after the date of the Order. In the event any exception is acknowledged as provided herein, Buyer and Seller shall then negotiate mutually acceptable terms and conditions.

2. PRICE

The Order shall not be filled at prices higher than those shown on the Order unless such increased prices have been authorized in writing by the Buyer. Seller warrants that the prices to be charged for articles or services ordered herein are not in excess of the prices charged to other customers similarly situated for similar quantities of goods of like quality and that all special offers, allowances, rebates and discounts available to similarly situated purchasers are being offered to the Buyer. No additional charges of any kind, including without limitation, charges for boxing, skidding, packaging, cartage, insurance or other charges, will be allowed unless specifically agreed in writing in advance by an officer of the Buyer.

3. PAYMENT

Payment terms are net 60 days, unless otherwise agreed to in writing and signed by an authorized representative of Buyer’s Purchasing Department. Invoices shall be sent by the Seller to the Buyer’s Accounts Payable Department at the address shown on the Order. Invoices are not to be enclosed with goods or submitted to individuals or other addresses. Delays in receiving invoices as well as errors and omissions thereon will be considered just cause for withholding payment without losing discount privileges. Unless otherwise agreed, invoices covering articles shipped in advance of specified delivery dates will not be paid until their normal maturity after the date specified for delivery.

4. CASH DISCOUNT

Discounts shall be calculated from the date the material is received by the Buyer at the destination designated on the Order.

5. DELIVERY

TIME IS OF THE ESSENCE. Delivery shall be strictly in accordance with the schedule set forth in the Order. Delays in shipment shall be reported immediately by the Seller to the Buyer. Buyer reserves the right to cancel the Order in whole or in part if Seller should fail to make deliveries in accordance with the terms of the Order and any Corporate Purchase Agreement referenced herein or in the Order. The Buyer reserves the right to refuse or return at Seller's risk and expense, shipments received more than thirty (30) days in advance of the schedule of deliveries set forth in the Order.

6. PATENT, TRADEMARK, COPYRIGHT INDEMNITY

Seller agrees to indemnify and hold harmless the Buyer, its successors, assigns, affiliates, directors, officers, employees and/or its customers from and against any and all expenses, costs, liabilities, claims, demands, actions, damages or other losses (including without limitation, attorney's and other professional fees) arising from or by reason of, directly or indirectly, in whole or in part, any actual or claimed infringement of patents, trademarks, or copyrights with respect to the equipment or materials furnished hereunder by the Seller, except where the claimed infringement arises solely by reason of the equipment or materials furnished hereunder upon designs or drawing originated by the Buyer.

7. WARRANTY

The Seller warrants that all materials or services delivered hereunder will (a) conform exactly to the design and specifications and to drawings, samples, or other descriptions referred to in the Order, (b) conform strictly to the requirements of the Order, (c) be merchantable and free from any defects in materials and workmanship and (d) that only new and authentic materials are to be used in products delivered to Buyer. No counterfeit or suspect counterfeit parts (*defined as including, but is not limited to: (i) an item that is an illegal or unauthorized copy or substitute of an OEM item; (ii) an item that does not contain the proper external or internal materials or components required by the OEM or that is not constructed in accordance with OEM specification; (iii) an item or component thereof that is used, refurbished or reclaimed but the Seller represents as being a new item; (iv) an item that has not successfully passed all OEM required testing, verification, screening and quality control but that Seller represents as having met or passed such requirements; or (v) an item with a label or other marking intended, or reasonably likely, to mislead a reasonable person into believing a non-OEM item is a genuine OEM item when it is not*) are to be contained within the delivered product. Parts shall be purchased directly from the OCMs/OEMs, or through the OCM/OEMs Authorized Distributor. Documentation must be available that authenticates traceability to the applicable OCM/OEM. Independent Distributors (Brokers) shall not be used without written consent from Buyer. Buyer shall give the Seller any notice of any defect or non-conformity (whether latent or patent) within one year from the date of delivery of any articles affected thereby, the Seller shall at no cost to Buyer and with all possible speed, repair or replace articles thereof. Further, Seller shall reimburse the Buyer's cost of scrap and rework, including associated labor and other costs, and the amount of all business, opportunities and profits lost or missed by Buyer, in each case, caused by or arising as a result of the defective material, workmanship or components. Warranties shall

then continue for an additional one-year period as to the repaired or replaced articles. Warranties shall survive the Buyer's inspection, delivery, acceptance or payment by the Buyer and shall together with Seller's service guarantees, if any, run to the Buyer and its customer. Nothing herein shall operate to exclude or limit Seller's warranties implied by law.

8. GENERAL INDEMNITY

Without limiting any other provision herein, the Seller agrees to indemnify and hold harmless the Buyer and its successors, assigns, affiliates, directors, officers and employees from and against any and every claim, demand, action, damage, loss, cost, penalty, expense and liability (including without limitation, consequential or incidental damages of any nature whatsoever and attorney's and other professional fees) of every name and nature that may arise or result, directly or indirectly, in whole or in part from: (a) any defect in part of the materials or services covered by the Order as delivered by the Seller, (b) any act or omission, whether negligent or otherwise of the Seller and its affiliates, employees and representatives, (c) breach by the Seller of any of the representations or warranties in these terms and conditions, (d) failure by the Seller to timely deliver any materials or goods when required pursuant to an Order or (e) any violation by the Seller of any applicable law. At the Buyer's option, the Buyer shall have full control over the conduct and settlement of same and may require the Seller to cooperate in their defense, all at the Seller's expense. The Seller's indemnification obligation hereunder shall survive acceptance of the goods shipped hereunder.

9. COMPLIANCE WITH LAWS

Seller and Seller's subcontractors, if any, shall comply with all Federal, State and local laws applicable to the Order and the materials or services delivered hereunder.

10. EQUAL OPPORTUNITY

Seller further agrees to comply with the provisions of all rules and regulations (including those of the Secretary of Labor) and Executive Orders (including Nos. 11246, 11375, 11625, 11701, and 11758) applicable to the Order regarding nondiscrimination because of race, creed, color, sex, age, national origin, physical or mental handicap, and veteran status.

11. BUYER'S PROPERTY

All material, including tools, furnished or specifically paid for by the Buyer, unless otherwise specified herein, shall be the property of the Buyer, shall be subject to removal at any time without additional cost upon demand by the Buyer, shall be used only in filling orders from the Buyer, shall be kept separate from other materials or tools, and shall be clearly identified as the property of the Buyer. Seller assumes all liability for loss or damage with the exception of normal wear and tear and agrees to supply detailed statements of inventory promptly upon request.

12. TAXES

Except as may be otherwise provided in the Order, the contract price shall include all applicable Federal, State, and local taxes of any kind in effect on the contract date.

13. ASSIGNMENT OF RIGHTS

Seller shall not delegate any duties nor assign any rights or claims under the Order or for breach thereof without the written consent of the Buyer, and no such attempted delegation or assignment shall be binding on the Buyer. All claims for moneys due or to become due from Buyer shall be subject to deduction by the Buyer for any setoff or counterclaim arising out of this or any other of Buyer's transactions with Seller, whether such setoff or counterclaim arose before or after such assignment by Seller.

14. PURCHASE ORDER CHANGES AND TERMINATION

Buyer may make changes in the delivery schedules, drawings, quantities, designs, and specifications under this purchase order at any time and from time to time prior to shipment without penalty or charge. Also, Buyer may make changes in the method of shipping or packing and place of delivery under this purchase order at any time and from time to time prior to shipment without penalty or other charge. Further, Buyer may terminate this purchase order at any time without cause and without penalty or other charge prior to the shipment of the goods subject to this purchase order. All changes and terminations under this section must be authorized by written notice from Buyer to Seller.

15. INSOLVENCY

In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against seller, including any proceeding under the applicable Federal or State Bankruptcy law currently in effect, or in the event of the appointment with or without Seller's consent of an assignee for the benefit of creditors or of a receiver, the Buyer shall be entitled to elect to immediately cancel any unfilled part of the Order without any liability whatsoever and the Buyer shall be entitled to withhold, for a reasonable time, from any payments due from the Buyer an amount estimated by the Buyer to be a reasonable reserve for payment to the Buyer of any future claims against the Seller for returns, defects, and the like.

16. TITLE TO SPECIFICATIONS

Buyer shall at all times have title to all drawings and specifications furnished by Buyer to Seller and intended for use in connection with the Order. Seller shall not disclose such drawings and specifications to any person, firm, or corporation other than the Buyer's or Seller's employees, subcontractors, or Government inspectors. The Seller shall, upon Buyer's request, promptly return all drawing and specifications to the Buyer.

17. OBJECTIVE QUALITY EVIDENCE

Seller agrees to maintain objective, quality evidence for materials supplied hereunder in accordance with an approved Quality Standards system. Seller shall supply this evidence to the Buyer upon request.

18. LABOR DISPUTES

Seller agrees that whenever an actual or potential labor dispute delays or threatens to delay the timely performance of the Order, Seller will immediately give notice thereof to the Buyer.

19. TITLE AND RISK OF LOSS

Title and risk of loss shall pass to Buyer at the F.O.B./F.C.A. destination designated on the Order, provided, however, that the risk of loss shall remain with Seller as to goods which are not accepted by Buyer or which are rejected by Buyer.

20. DEFECTIVE WORK

If any of the materials or services are defective in material or workmanship or otherwise not in conformity with the requirements of the Order, Buyer shall have the right to either reject them or to require their correction and to return them at Seller's risk and expense, including transportation both ways.

21. O.S.H.A

Seller warrants that all materials and services delivered hereunder shall comply with all provision of the Williams-Steiger Occupational Safety and Health Act of 1970 including any then current rules and regulations issued hereunder.

22. OVERSHIPMENT

Subject to inspection and acceptance, Buyer will be liable for payment only for quantities ordered and delivered. Articles delivered in excess of the quantity ordered result in substantial administrative expense to the Buyer. Therefore, articles delivered under the Order in excess of the quantity specified on the Order may be retained by the Buyer at no additional cost. The Buyer is under no obligation hereunder to notify Seller of any overshipments. Seller shall be liable for handling charges and return shipment costs for any excess quantities shipped by Seller and returned by Buyer.

23. REMEDIES

The rights and remedies provided to Buyer herein shall be cumulative and in addition to any other rights and remedies provided by law or equity (or provided under the Uniform Commercial Code). The Buyer shall have, in addition, any other rights and remedies provided by law, equity or under the Order, the right to a set off against any open Purchase Order or other amount owing at anytime from the Buyer to the Seller.

24. WAIVER

Waiver of a breach of any provision of the Order shall not constitute waiver of full compliance with such provision nor shall it be construed as a waiver of any other breach.

25. NON-INTERFERENCE, NON-SOLICITATION, AND NON-EXCLUSIVITY

During and for a period of five years immediately after termination or expiration of this Purchase Order, Seller agrees not to unlawfully interfere with the business of the Buyer in any manner. Interference includes, but is not limited to, soliciting or inducing any customer or supplier to terminate or breach any contractual or other relationship with Buyer.

During and for a period of two years immediately following the expiration of this Purchase Order, Seller further agrees not to solicit or induce any employee or independent contractor to terminate his or her employment with Buyer or breach an employment, contractual or other relationship with Buyer.

Seller and Buyer agree that this is not an exclusive agreement. Buyer is free to engage others to perform services or provide Products the same as or similar to Sellers. Seller is free to and encouraged to advertise, offer, and provide Seller's services and goods to others; provided however, that the Seller does not breach the non-interference, non-solicitation, or any other provision of this Agreement.

Seller acknowledges and agrees that money damages may not be a sufficient remedy for any breach of this Section 25 by Seller or any of its affiliates and that Buyer shall be entitled to equitable relief, including temporary restraining order, injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 25 by Seller or any of its affiliates, but shall be in addition to all other remedies available at law or equity to Buyer.

26. GOVERNING LAW

This Purchase Order shall be interpreted and governed in all respects according to the laws of the State of Florida. Each of the Buyer and the Seller irrevocably submits to the exclusive jurisdiction of the United States District Court for the Middle District of Florida and, to the extent such United States District Court does not have jurisdiction, the State Courts of Florida, for the purpose of any action arising out of our relating to any Order and each of the Buyer and the Seller irrevocably agrees that all claims in respect to such action shall be heard and determined in any federal court or, to the extent provided above, state court sitting in Brevard County, Florida. Each of the parties hereto agrees that a final judgment in any action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The Buyer and the Seller irrevocably consent to the service of any summons and complaint and any other process in any other action relating to any Order, on behalf of itself or its property, by the personal delivery of copies of such process to such party.

27. CONFIDENTIALITY

The Seller may not disclose to any third party, or use to the detriment of the Buyer, the existence or details of any Order, these terms and conditions or any agreement or arrangement with the Buyer, or any information the Seller receives or learns about the Buyer in connection with or as a result of an Order, except as is necessary to perform an Order.

Each party agrees that the electronic signatures of the parties included in this agreement are intended to authenticate this writing and to have the same force and effect as original signatures and each party agrees to be bound by the electronic copy of this agreement. The exchange of copies of this agreement and of signature pages by facsimile transmission, by electronic mail in "portable document format" (.pdf) form, or by any other electronic means, or by combination of such means, shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes