

Prior to accepting this Purchase Order, Trideum Corporation (Trideum) urges the Seller to read and fully understand the Purchase Order Terms and Conditions below:

### **1. Definitions**

As used herein, the following terms have the meanings so indicated: a) "Items" means supplies, products and/or services ordered by Trideum from the Seller pursuant to a Purchase Order. b) "Purchase Order" means a transmission by Trideum to the Seller, electronically through a computer network or otherwise, by mail of hard copy, or by such other means as may be agreed (each a "transmission"), containing a Purchase Order number, an item, identification or specification description, number or items requested, and/or such other information evidencing an offer to the Seller by Trideum relating to the purchase of goods and services. c) "Purchase Order Revision" means a transmission revising the information contained in a Purchase Order. d) "Goods" and "Services", the terms "goods" as used herein means any and all supplies, products, chemicals, parts, machines, tooling, test equipment, computer software, components, assets and other tangible items or documentary information furnished or required to be furnished by the Seller under this Purchase Order other than labor. The term "services" means any and all technical assistance, consultations, engineering, program management, and other effort furnished or required to be furnished by the Seller under this Purchase Order other than labor furnished in connection with the production of goods.

### **2. Services**

Seller, as an independent contractor, shall perform all work diligently, carefully, and in a good and worker-like manner. Seller shall furnish all labor, supervision, machinery, equipment, goods, and supplies necessary as well as obtain and maintain all building and other permits and licenses required by public authorities in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors. Seller shall conduct all operations in its own name and as an independent contractor, and not in the name or as an agent of Trideum.

### **3. Inspection**

Items are subject to Trideum's inspection, testing, and approval. Trideum, at its option, may reject or refuse acceptance of Items, which do not meet the requirements of the Purchase Order or any applicable warranty. Items rejected or not accepted by Trideum will be returned to the Seller at the Seller's expense, and the Seller agrees to refund to Trideum any payments (including but not limited to shipment expenses) made by Trideum for such Items. Payment by Trideum for any Items shall not be deemed an acceptance thereof. Acceptance of any Item shall not relieve Seller from any of its obligations, representations, or warranties hereunder or pursuant hereto.

### **4. Right To Access**

Trideum, its customer, and regulatory authorities have the right of access by the organization to the applicable areas of the organization's facilities and to its applicable documented information, at any level of the supply chain, as is related to this Order.

### **5. Acceptance**

Seller's acceptance is expressly limited to the written terms of this Purchase Order. No additional or different terms shall be binding unless as mutually agreed to in writing and as signed by both parties. Trideum hereby objects to any additional or different terms contained in the Seller's acceptance. Any of the following acts by the Seller shall constitute acceptance: a) Signing and returning a copy of this Purchase Order, b) Commencing performance of any effort required to complete this Purchase Order, c) Informing Trideum (e.g. email) of the initiation of any effort required to complete this Purchase Order; or d) Shipping of any goods in performance of this Purchase Order.

For DPAS-rated Orders, the Seller must accept or reject a rated order in writing (hard copy), or in electronic format (e.g. email or fax), within fifteen (15) business days after receipt of the DPAS rated Purchase Order and within ten (10) business days after receipt of a DX rated Purchase Order. If a DPAS-rated Order is rejected, the Seller must give reasons in writing or electronic format for the rejection.

### **6. Modifications**

No changes to any of the terms and conditions of the Purchase Order shall be valid unless reduced to writing and (a) signed by both parties or (b) as signed by Trideum and acknowledged-as-received in writing by the Seller. The terms and conditions of this Purchase Order shall not be amended or modified by the course of performance or course of dealing between the parties.

### **7. Quality and Warranty**

a) The Seller warrants that all goods and services shall:  
(i) conform strictly to the design criteria, specifications (including general specification and quality requirements), descriptions, drawings, samples, and other requirements referred to in this Purchase Order or provided by the Seller,  
(ii) be free from defects in design, material, and workmanship, and  
(iii) be free of all liens, encumbrances, and other claims against title.  
b) All warranties specified in paragraph (a) above shall:  
(i) survive any inspection, delivery, acceptance, or payment by Trideum, and  
(ii) be in effect for the longer of the Seller's normal warranty period or the Purchase Order's specified warranty period following the date of acceptance of the goods and services by Trideum.

### **8. Non-Complying Products**

Trideum shall have the right (but not the obligation) to review work progress and test all supplies, special tooling, goods and workmanship to the extent practicable at all times and places during the period of manufacture. In case any goods delivered or services rendered hereunder is defective in material or workmanship or otherwise not in conformity with the requirements of this Purchase Order, Trideum shall have the right either to reject it or to require its correction by and/or at the expense of the Seller promptly after notice.

### **9. Changes**

The Seller shall notify Trideum in writing prior to any changes made by the Seller in the material or services furnished. Such notification shall be forwarded to Trideum at least thirty (30) calendar days prior to the proposed effective date of such change except for those cases where an extremely unsatisfactory condition requires immediate action, in which case the Seller shall promptly notify Trideum. If, such change in Trideum opinion would alter the characteristics of the material or services in a manner unacceptable to Trideum, then Trideum may cancel the purchase of such material or services affected by such change without cost or liability to Trideum.

### **10. Suspect/Counterfeit Parts**

Seller represents and warrants that it has policies and procedures in place (or similar measures in the absence of such policies and procedures) to ensure that none of the supplies or materials furnished under this Purchase Order are "suspect/counterfeit parts" and certifies, to the best of its knowledge and belief, that no such parts have been or are being furnished to Trideum by Seller. "Suspect/Counterfeit parts" are parts that may be of new manufacture but are misleadingly labeled to provide the impression they are of a different class or quality or from a different source than is actually the case. They also include refurbished parts, complete with false labeling, that are represented as a new part or any parts that are designated as suspect by the U.S. Management Agency under the Government-Industry Data Exchange Program (GIDEP). If Trideum reasonably determines that Seller has supplied suspect/counterfeit parts, Trideum shall promptly notify Seller and Seller shall immediately replace the suspect/counterfeit parts with parts acceptable to Trideum. Notwithstanding any other provision contained herein, Seller shall be liable for all cost incurred by Trideum to remove and replace the suspect/counterfeit parts (including without limitation, Trideum's external and internal cost of removing such counterfeit parts), of inserting replacement parts and providing any testing necessitated by the reinstallation of Seller's goods after counterfeit parts have been exchanged. Seller's warranty against suspect/counterfeit parts shall survive any termination or expiration of this Purchase Order.

### **11. Warranty of Authenticity**

Seller warrants that all products delivered under this Purchase Order are new and in their original packaging. No substitutions are to be supplied without Trideum's prior written consent. Seller certifies that the products are genuine products authorized by the manufacturer and entities to full manufacturer warranty and service, including any related software.

### **12. Quantity**

No substitution of products, hours or labor category may be made without written consent from Trideum. Unless otherwise agreed to, no deviation from the quantities specified shall be accepted.

### **13. Assignment**

This Purchase Order and the payments due therefrom may not be assigned to another party without the prior written consent of Trideum.

### **14. Payments**

The Seller shall issue a separate invoice for each delivery. Trideum will pay the Seller in accordance with the terms specified in the Purchase Order. Invoices shall include, but are not be limited to, (i) invoice number and date,

(ii) payment due date, (iii) discount terms, if any, (iv) Purchase Order number, and a "Release Number", if applicable, and (v) quantity invoiced, unit price, and extended price for each line item invoice

**14. Bankruptcy** If the Seller ceases to conduct its operations in the normal course of business, including inability to meet its obligations as they mature, or if any preceding under the bankruptcy or insolvency laws is brought by or against Seller, or a receiver for the Seller is appointed or applied for, or an assignment for the benefit of creditors is made by the Seller, Trideum may terminate this Purchase Order without liability.

**15. Drawings**

Unless otherwise agreed to in writing, any drawings, plans, specifications, tools, and other goods supplied by Trideum in connection with the production of the goods being purchased shall remain the property of Trideum and shall be returned upon demand or completion of this Purchase Order. Seller shall keep such property safe and in good condition, and shall not use it except in connection with sales to Trideum.

**16. Disclosure**

On behalf of itself and its employees, the Seller agrees that any ideas, know-how, concepts, information, or processes received from Trideum or created by the Seller in connection with the performance of this Purchase Order shall be the property of Trideum and shall be preserved in strictest confidence by the Seller and shall not be used or disclosed by the Seller to third persons except to the extent that such use or disclosure is necessary for the proper performance of this Purchase Order. If disclosure to a third party is necessary, the Seller shall ensure that such third party holds such information in strictest confidence.

**17. Stop Work Order**

At any time by written notice to the Seller, Trideum may stop any or all of the work called for in this Purchase Order. Seller shall immediately comply with the terms and conditions of the Stop-Work Order and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Order during the period of work stoppage. Within a period of thirty (30) calendar days, Trideum shall either (1) cancel the Stop Work Order; or (2) terminate the work covered by the order as provided in one of the Termination for Default or the Termination for Convenience clause. If a Stop Work Order is issued by Trideum for its convenience, then Trideum shall negotiate and reimburse reasonable costs resulting from the Stop Work Order.

**18. Remedies**

If, in Trideum's judgment, the goods and services supplied by the Seller are defective or nonconforming, or the Seller fails to comply in any material respect with any of the terms, and conditions or warranties of this Purchase Order, then Trideum may, at its option (a) terminate this Purchase Order or any part hereof; (b) reject goods and services in whole or in part; (c) return Goods to the Seller and charge Seller with all costs, expenses and damages associated with such return; (d) purchase substitute goods and services elsewhere and charge Seller for any loss and damages incurred; or (e) require Seller promptly to replace, repair or otherwise correct without expense to Trideum any nonconforming goods and services. Any such replacements, repairs or corrections shall be subject to the warranties slated herein. Any other rights and remedies stated herein shall be in addition to any rights and remedies provided by law or equity, and shall survive inspection, test acceptance, and payment.

**19. Disputes**

Any claim, controversy, or dispute that may arise under or in connection with this Purchase Order with respect to the rights, duties, or obligations of the Parties shall be required in writing and submitted for resolution to ascending levels of management of the respective Parties up to the Chief Executive Officer/President. If resolution cannot be achieved through this process, then either party may seek other legal remedies.

**20. Termination for Convenience**

(a) Trideum may terminate this Purchase Order in whole or in part, by providing notice of such termination to Seller, specifying the extent and effective date of such termination. On the specified termination date the Seller shall: (i) Stop performing its obligations under this Purchase Order, or any specified part thereof, as appropriate. (ii) Promptly take all commercially reasonable actions to limit amounts for which Trideum is responsible under paragraph (b) of this clause. (iii) Promptly deliver to Trideum all completed or partially completed goods to which the termination applies.

(b) In the event of any termination pursuant to this clause, Trideum's total liability shall be payment to Seller for: (i) the purchase price of completed goods and services and a pro rata portion, based upon the degree of completion for partially completed goods and services if such completed or partially completed goods and services have been delivered to

Trideum and Seller has not previously been compensated therefore, (ii) the Seller's direct costs and associated indirect costs for labor and products, plus a reasonable profit for work performed specifically for Trideum and not allocable to completed or partially completed goods or services to be delivered to Trideum pursuant to paragraph (a) of this clause. (iii) Amounts determined by Trideum to be reasonably paid by Seller for any termination pursuant to this clause shall not exceed the purchase price of the goods and services to which such termination applies. Seller shall have no claim against Trideum for work not performed, goods and services not delivered, loss of anticipated profits or consequential damages suffered by reason of any such termination. Seller shall submit any claims for compensation under this clause within thirty (30) calendar days after the effective date of termination. Seller hereby waives, releases, and renounces any claim for compensation not made within this period.

**21. Termination for Default**

a) Trideum may cancel this Purchase Order, in whole or in part, to the extent Seller fails to perform or timely perform any of its material obligations under this order. b) In the event and to the extent of any cancellation under this clause, all obligations of Trideum and all rights and licenses of Seller under the Purchase Order shall thereupon be canceled, and all rights and licenses of Trideum and all accrued obligations of Seller under the Purchase Order shall survive, but only with respect to the goods and services covered by the cancellation notice. Seller shall continue to perform those obligations under this Purchase Order to the extent not canceled. c) Trideum may return, and Seller shall have no claim against Trideum for goods and services not accepted by Trideum or for rejected goods and services. Seller shall submit any claims for compensation under this clause within thirty (30) calendar days after the effective date of Termination for Default. Seller hereby waives, releases, and renounces any claim for compensation not made within this period. d) If, after issuance of a default notice under this clause, it is determined for any reason that the Seller was not in default, or that the default was excusable under the provisions of this order, then there will be no cancellation and the Purchase Order may be terminated for convenience in accordance with the provisions of the clause entitled "Termination for Convenience," as of the date the cancellation would have taken effect under this clause.

**22. Force Majeure**

Neither party shall be liable for failure or delay in performance under this Purchase Order due in whole or in part to an act of God, strike, lockout or other labor dispute, civil commotion, sabotage, fire, flood, explosion, act of any Government, unforeseen shortages or unavailability of fuel, power, transportation, raw goods, or supplies, inability to obtain or delay in obtaining Government approval, permits, licenses or allocations and any other causes which are not within such party's reasonable control, whether or not of the kind specifically enumerated above.

**23. Indemnity**

Seller shall defend, indemnify, and hold harmless Trideum, its subsidiaries, and their respective directors, officers, employees and agents (hereinafter referred to as "Indemnittees") from and against all actions, causes of action, liabilities claims, suits, judgments, liens, award, and damages, of any kind and nature whatsoever for property damage, personal injury, or death and expenses, costs of litigation and counsel fees related thereto, or incidental to establishing the right to indemnification, arising out of or in any way related to the order, the performance thereof by Seller.

Seller shall defend, indemnify, and hold harmless, Buyer or its' customers for any claim that any item(s) furnished under this order or the normal use or sale thereof infringes on any U.S. patents or copyrights and shall pay cost, including legal fees, and damages finally awarded in any such suit, provided that Seller is notified in writing of the suit and given authority, information, and assistance at Seller's expense for the defense of same. If the use or sale of said item is enjoined as a result of such suit, Seller, at no expense to Buyer, shall obtain for Buyer and its customers the right to use and sell said item or shall substitute an equivalent item acceptable to Buyer and extend this patent indemnity thereto,

**24. Shipping**

Unless the Purchase Order specified a different point, all deliveries shall be FOB Destination. Title and risk of loss of all Goods shall pass to Trideum upon final acceptance.

**25. Taxes**

All taxes are deemed to be included in the price of the Goods. If state or local sales or use tax, value-added tax or custom duty tax are applicable to any of the Goods, it will be so noted on the Purchase Order, and Seller shall bill the tax separately on its invoice.

**26. Compliance with Laws**

The Seller warrants that it shall comply with all applicable Federal, State and local laws, rulings, and regulations in effect on the date of this Purchase Order.

**27. Severability**

If any court or administrative body of competent jurisdiction shall find any provision of this Purchase Order to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

**28. Governing Law**

This Purchase Order is to be construed according to the laws of the State of Alabama excluding its choice of law provisions. Any legal action must be adjudicated in Madison County, Alabama.

**29. Mandatory Government Clauses (Federal Acquisition Regulations)**

The following Federal Acquisition Regulation (FAR) clauses are required in all Trideum Terms & Conditions. At the Subcontractor's written request, Trideum will make available the full text. These clauses, incorporated herein by reference, are made part of this Purchase Order with the same force and effect as if set forth in full text.

In the application of these clauses to the Seller, the term "Contracting Officer" shall be interpreted to mean the "Trideum Procurement Representative" and/or the "Trideum Contracting Official" signing the Order. The term "contract" shall be interpreted to mean "Purchase Order". The term "contractor" shall be interpreted to mean "Seller."

- 52.203-13 Contractor Code of Business Ethics and Concern (OCT 2015)
- 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (June 2010)
- 52.203-12 Limitation on Payment to Influence Certain Federal Transactions
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards
- 52.219-8 Utilization of Small Business Concerns (NOV 2016)
- 52.222-26 Equal Opportunity (SEPT 2016)
- 52.222-35 Equal Opportunity for Veterans (OCT 2015)
- 52.222-36 Equal Opportunity for Workers with Disabilities (JULY 2014)
- 52.222-40 Notification of Employee Rights under the National Labor Relations Act (Dec 2010)
- 52.222-50 Combating Trafficking in Persons (MAR 2015)
- 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)

**Additional FAR clause for Commercial Purchase Orders**

- 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
- 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (JUN 2016)
- 52.222-21 Prohibition of Segregated Facilities (APR 2015)
- 52.222-37 Employment Reports on Veterans (FEB 2016)
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractor (DEC 2013)