

**SSI Technology, Inc.**  
**Purchase Order Terms & Conditions**

**1. OFFER AND ACCEPTANCE:**

- a. Each purchase order, together with these Terms and Conditions and any documents specifically referenced herein or in the purchase order (collectively, "Purchase Order") is an offer by SSI Technology, Inc. ("Buyer") to the party to whom such Purchase Order is addressed ("Seller") to purchase the goods and/or services (collectively, "Supplies") described therein, and it shall be the complete and exclusive statement of such offer and agreement. A Purchase Order does not constitute an acceptance by Buyer of any offer or proposal by Seller, whether in Seller's quotation, acknowledgement, invoice or otherwise. In the event that any Seller quotation or proposal is held to be an offer, that offer is expressly rejected and is replaced in its entirety by the offer made up of the Purchase Order.
- b. A contract is formed on the date that Seller accepts the offer of Buyer. Each Purchase Order shall be deemed accepted by Seller upon the terms and conditions of such Purchase Order by shipment of goods, performance of services, commencement of work on goods, written acknowledgement, or any other conduct of Seller that recognizes the existence of a contract pertaining to the subject matter hereof. Acceptance is expressly limited to these Terms and Conditions and such terms and conditions as are otherwise expressly referenced on the face of the Purchase Order. Notwithstanding Buyer's acceptance of or payment for any Supplies, no purported acceptance of any Purchase Order on terms and conditions which modify, supersede, supplement or otherwise alter these Terms and Conditions shall be binding upon Buyer and such terms and conditions shall be deemed rejected and replaced by these Terms and Conditions, unless Seller's proffered terms or conditions are accepted in a physically signed writing by an authorized representative of Buyer (a "Signed Writing"). In the event of a conflict between the Purchase Order and any prior or contemporaneous agreement or document exchanged between Buyer and Seller, the Purchase Order governs.

**2. ENTIRE AGREEMENT:** The Purchase Order, together with these Terms and Conditions and all attachments, manuals, guidelines, specifications, drawings, notes, instructions, engineering notices, or technical data specifically referenced in the Purchase Order or on Buyer's website at [www.ssi-tek.com](http://www.ssi-tek.com), constitutes the entire agreement between Seller and Buyer with respect to the matters contained in the Purchase Order and supersede all prior oral or written representations of agreements. Buyer may modify the Terms and Conditions from time to time by posting notice of such modified Terms and Conditions through links provided on Buyer's website at [www.ssi-tek.com](http://www.ssi-tek.com) at least ten (10) days prior to the modified Terms and Conditions becoming effective. Seller periodically shall review Buyer's website and the Terms and Conditions. Seller's continued performance under the Purchase Order without providing written notice to Buyer detailing Seller's objection to any modified Terms and Conditions prior to the effective date of such modified Terms and Conditions will constitute Seller's acceptance of such modified Terms and Conditions. Except as provided in the preceding sentences or as otherwise provided in these Terms and Conditions, the Purchase Order may only be modified by a Signed Writing.

**3. COMPLIANCE WITH LAWS:** Seller shall comply with all applicable Federal, State and Local laws, rules and regulations.

**4. QUANTITY AND DURATION:** The quantity applicable to each Purchase Order is specified on the face of the Purchase Order. Unless stated otherwise on the face of the Purchase Order, the duration of each Purchase Order shall be the life of the program(s) into which the Supplies ultimately are incorporated, plus applicable service and replacement parts requirements. Buyer and Seller acknowledge, however, that this Section 4 does not affect or otherwise change Buyer's rights of termination set forth in the Purchase Order. Upon the expiration or termination of any Purchase Order, Seller shall cooperate with Buyer and provide all reasonably requested support and information required by Buyer to facilitate Buyer's sourcing of the Supplies to a replacement supplier.

**5. PRICE:** Unless otherwise stated, prices charged for the Supplies are listed on the Purchase Order in U.S. dollars. Prices charged for Supplies listed on the Purchase Order are not subject to increase, including but not limited to any increase based upon currency fluctuations, changes in raw material or component pricing, labor or overhead, unless specifically agreed to by Buyer in a Signed Writing. It is further agreed that if the Seller, at any time during the duration of this Purchase Order, quotes or sells similar Supplies to any other customer at lower prices than those stated in the Purchase Order, such lower prices shall apply to the Supplies on and after

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the date of such quote or sale. Except as otherwise specified, the contract price includes all taxes.

6. **SHIPPING:**
  - a. All material shall be suitably packed, marked and shipped in order to secure lowest transportation cost and in accordance with Buyer's instructions.
  - b. Packages must bear Buyer's order number. Multiple packages comprising a single shipment shall each be consecutively numbered and bulk containers must show gross, tare and net weights and/or quantity.
  - c. No charge shall be made by Seller for packing, drayage or storage or for costs associated with shipment other than as specified.
  - d. Order number and package shall also be consecutively numbered. Order number and package numbers shall be shown on packing slips, bills of lading and invoices.
  - e. Packing slips must accompany each shipment.
  - f. Seller agrees to describe material on the bill of lading or other shipping receipt and to route shipment in accordance with instructions issued by Buyer.
  - g. If these shipping requirements are not met, a penalty will be assessed.
  
7. **TITLE AND RISK OF LOSS:** Delivery shall not be deemed to be complete until Supplies have been actually received and accepted by Buyer, notwithstanding any agreement to pay transportation charges, and the risk of loss or damage in transit shall be upon the Seller. Nothing herein contained, however, shall be construed as depriving Buyer of its interest or limiting such interest, in the Supplies herein described prior to such actual receipt.
  
8. **DELIVERIES:** Time is of the essence. One hundred percent (100%) on-time delivery is a requirement of the Purchase Order. On time delivery is defined as receipt being made no more than two (2) days in advance of the Purchase Order due date and zero (0) days past the Purchase Order date. If delivery is not timely made, Buyer may, in addition to its other rights and remedies, direct Seller to make expedited routing at Seller's expense or reject or return the untimely Supplies at Seller's risk and expense.
  
9. **INSPECTION:** Seller shall provide and maintain an inspection system which will assure that all Supplies conform to contract requirements, whether manufactured or processed by Seller, or procured from subcontractors or vendors. Buyer and/or the Buyer's customer may inspect the Supplies during any stage of their manufacture, construction, preparation, delivery or completion. Buyer and/or Buyer's customers shall have the right to enter onto Seller's premises at reasonable times to verify that the Supplies covered by the Purchase Order conform to all specified requirements. If product inspection is to occur at the Seller's facility or at any third-party facility, then the Seller shall be provided with advance notice via written communication.
  
10. **REJECTION AND CANCELLATION:** Notwithstanding payment or prior inspection, Buyer reserves the right to reject Supplies and to cancel all or any part of the Purchase Order if: (i) Seller fails to deliver all or any part of the Supplies in accordance with the terms, conditions, and specifications contained in the Purchase Order, or (ii) if such Supplies contain defective material or workmanship. Seller will credit or reimburse Buyer for the purchase price of the rejected Supplies, or, in the case of defective Supplies, the Seller will replace such defective Supplies, in which case such replacement shall be covered by a new purchase order. Rejected Supplies shall be removed at the expense of Seller, including transportation both ways, promptly after notification of rejection. Seller shall bear all costs of inspection and all risks of loss of rejected Supplies, as well as any and all consequential and incidental damages. Acceptance of any part of the Supplies covered by the Purchase Order shall not obligate Buyer to accept future shipments nor deprive it of the right to revoke any acceptance theretofore given. Final acceptance shall not be conclusive with respect to latent defects, fraud, gross mistakes amounting to fraud, or misrepresentations. Supplies may be rejected for defects or defaults revealed by inspection, analysis or subsequent manufacturing operations even though such items previously may have been accepted.
  
11. **PAYMENT:** Payment by Buyer for Supplies supplied hereunder shall not constitute acceptance thereof if subsequent inspection disclosed defective material or workmanship or a failure to meet the specifications contained in the Purchase Order. Buyer shall not be billed at prices higher than those stated on the Purchase Order. Unless

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otherwise stated on the face of the Purchase Order, invoices will be paid within sixty (60) days of the date of the invoice or the date of receipt and inspection of Supplies, whichever is later. On invoices returned for correction, the period will run from the date of receipt of the corrected invoice.

12. **SETOFF:** In addition to any right of setoff provided by law, Buyer will be entitled to set off any amount owing from Seller to Buyer or its affiliates against any amount payable by Buyer under the Purchase Order or any other agreement between Buyer and Seller.
13. **TERMINATION FOR CONVENIENCE:** Buyer reserves the right to terminate the Purchase Order for its sole convenience, without reason or cause. In the event of such termination, Seller shall immediately stop all work, and direct all of its suppliers and subcontractors to cease work. Upon approval by Buyer, Seller shall be paid a reasonable termination charge consisting solely of the Purchase Order price reflecting the price of the work performed prior to the notice of termination. Within thirty (30) days after receipt of a termination notice, Seller shall submit its claim. Buyer reserves the right to verify the claim by auditing all relevant records. Seller shall not be paid for any work performed after receipt of the notice of termination, nor for any costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided. In no event shall Buyer be liable for loss of profits or other cancellation charges. Notwithstanding the foregoing, if this Purchase Order is in support of a U.S. Government prime contract or subcontract, FAR 52.249-2, "Termination for Convenience of the Government (Fixed-Price)" applies and Buyer may, when directed by the U.S. Government or a higher-tiered contractor, immediately terminate the Purchase Order. Seller's rights to a termination settlement shall be governed by FAR 52.249-2.
14. **TERMINATION FOR DEFAULT:** Seller shall be in default hereunder if: (a) Seller refuses, neglects or fails in any respect to prosecute the Purchase Order or any portion thereof with promptness, diligence or in accordance with any of the provisions set forth herein; (b) Seller refuses, neglects, or fails to perform any other obligations under the Purchase Order or provide adequate assurance of performance; (c) Seller makes an assignment for the benefit of creditors or bankruptcy or insolvency proceedings are instituted by or against Seller; or (d) at any time in Buyer's sole judgment, Seller's financial or other condition or progress on the Purchase Order shall be such as to endanger timely performance. Upon any default hereunder, in addition to all other remedies hereunder, under applicable law or in equity, Buyer may exercise any one or more of the following remedies: (a) cancel all or any portion of the Purchase Order without liability, except the obligation to pay the purchase price for conforming Supplies received by Buyer prior to cancellation, accepted in accordance with the Purchase Order and not previously paid for, (b) require Seller to repair or replace any or all Supplies, at Buyer's option and at Seller's sole expense at the location designated by Buyer, (c) require Seller to pay all transportation and other charges arising from delivery, storage and return of Supplies, (d) purchase replacement Supplies from a third party and charge the same to Seller, (e) recover from Seller any and all increased costs and other damages relating to such default, and (f) recover attorneys' fees and costs of suit, plus interest. No delay by Buyer in the enforcement of any provision of the Purchase Order shall constitute a waiver thereof, and no waiver thereof shall constitute a waiver of any other provision. Upon termination, if requested by Buyer, Seller shall deliver all Supplies in progress under the Purchase Order and provide Buyer with all intellectual rights in any such Supplies.
15. **NO TERMINATION RIGHT BY SELLER:** Because Buyer's commitments to its customers are made in reliance on Seller's commitments under each Purchase Order, Seller has no right to terminate any Purchase Order.
16. **FORCE MAJEURE:** Any delay or failure of either party to perform its obligations under this Purchase Order shall be excused if it is caused by an event or occurrence beyond the control of the nonperforming party and without the nonperforming party's fault or negligence, such as acts of God, acts of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. Written notice of such delay, including the anticipated duration of the delay, must be given by the nonperforming party within ten (10) days of the event. During the period of any delay or failure to perform by Seller, Buyer, at its option, may purchase Supplies from other sources and reduce its

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schedules to Seller by such quantities, without liability to Buyer, or cause Seller to provide the Supplies from other sources in quantities and at times requested by Buyer and at the price set forth in this agreement. If requested by Buyer, Seller shall, within five (5) days of such request, provide adequate assurance that the delay will not exceed such period of time as Buyer deems appropriate. If the delay lasts more than thirty (30) days, Buyer may terminate the Purchase Order.

**17. WARRANTIES:**

- a. For purposes of this agreement, except as otherwise specified on the face of the Purchase Order, "Warranty Period" shall mean, for each of the Supplies provided, the time period beginning on the first of: (i) the day of first use of the Supplies by Buyer, or (ii) acceptance by Buyer, and continuing until the later of: (i) Thirty (30) months, or (ii) the period provided under applicable law. With respect to the Supplies purchased under this Purchase Order, Seller expressly warrants for the Warranty Period as follows:
  - i. The goods shall strictly conform to all specifications, drawings, instructions, advertisements, statements on containers or labels, descriptions and samples;
  - ii. The goods shall be free from defects in workmanship and material and shall be new and of the highest quality;
  - iii. Buyer shall receive title to the goods that is free and clear of any liens, encumbrances and any actual or claimed patent, copyright or trademark infringement;
  - iv. The goods shall be merchantable, safe and fit for the Buyer's intended purposes, which purposes have been communicated to Seller;
  - v. Seller has policies and procedures in place to ensure that none of the Supplies furnished to Buyer under the Purchase Order are suspect/counterfeit parts and Seller has only purchased products to be delivered or incorporated into the Supplies directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain;
  - vi. The goods shall be adequately contained, packaged, marked and labeled; and
  - vii. All services performed by Seller shall be performed in a competent, workmanlike manner and in accordance with industry standards.
- b. The goods shall be manufactured in compliance with all applicable federal, state and local laws, regulations or orders, applicable specifications, and agency or association standards or other standards applicable to the manufacture, labeling, transporting, licensing, approval or certification.
- c. Seller agrees that the foregoing warranties shall be in addition to any warranties of additional scope given to Buyer by Seller. These warranties shall continue notwithstanding any inspection, acceptance or payment by Buyer. These warranties may not be disclaimed by Seller.

- 18. TOOLS, BAILED PROPERTY:** All supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment, ancillary products and other items furnished by Buyer ("Tools"), to Seller to perform this agreement, or for which Seller has been reimbursed by Buyer, shall be and remain the property of Buyer. Seller shall bear the risk of loss of and damage to Buyer's property. Buyer's property (a) shall at all times be properly housed and maintained by Seller, (b) shall not be used by Seller for any purpose other than the performance of this agreement, (c) shall be deemed to be personal property, not a fixture, (d) shall be conspicuously identified as property of Buyer, with specific reference to Buyer's indemnity and relevant part numbers, (e) shall not be commingled with the property of Seller or with that of a third party, and (f) shall not be moved from Seller's premises without Buyer's prior written approval. Upon the request of Buyer, such property immediately shall be released to Buyer or delivered to Buyer by Seller either: (i) F.O.B. transport equipment at Seller's plant, properly packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such property, or (ii) to any location designated by Buyer, in which event Buyer shall pay Seller the reasonable costs of delivering such property to such location. Buyer shall have the right to enter onto Seller's premises at all reasonable times to inspect such property and Seller's records with respect to the property. Unless otherwise agreed by Buyer, Seller at its own expense shall furnish, keep in good condition, and replace when necessary all Tools. Seller shall insure the Tools with full fire and extended coverage insurance for replacement value. Buyer does not guarantee the accuracy of any tooling or dies or the availability or suitability of any supplies or material furnished by it. Seller agrees carefully to check and approve all tooling, dies or materials supplied by Buyer prior to using them.

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Seller shall assume all risk of death or injury to persons or damage to property arising from use of tools, dies or materials supplied by Buyer.

19. **CHANGES:** Buyer may at any time by written notice make changes within the general scope of the Purchase Order in any one or more of the following: (i) in drawings, designs, or specifications; (ii) method of shipment or packing; (iii) place of delivery; (iv) description of services to be performed; (v) time of performance (i.e., hours of the day, days of the week, etc.); and (vi) place of performance of the services. If any such changes affect the time for performance, the cost of manufacturing such supplies or the cost of furnishing such services, Buyer shall make an equitable adjustment in the purchase price or the delivery Schedule, or both. Claims by the Seller under this Section must be made within ten (10) days of the date the change was ordered and must be agreed upon by Buyer. No charges or additional changes made by Seller will be valid unless authorized in writing by Buyer. Failure to agree to an adjustment shall be a dispute under the "Governing Law; Disputes" clause of the Purchase Order. Nothing in this Section shall excuse Seller from proceeding with the Purchase Order as changed.
20. **PATENTS:** Seller agrees to indemnify, defend, and hold harmless Buyer, and/or its customers and users against any and all liability, loss and expense (including attorneys' fees) by reason of any claim, action or litigation arising out of any alleged or actual, direct or contributory infringement of patent arising from the purchase, use or sale of subject materials. In case the purchase, use or sale of said goods, or any part thereof, is held to constitute infringement and/or is enjoined, Seller shall, at its own expense, procure for Buyer and its customers and users the right to continue the purchase, use and sale of said goods; or, with the approval of Buyer, modify said goods so they become non-infringing, or remove said goods and refund the purchase price and the transportation and installation costs thereof.
21. **EXPORT CONTROLS AND ECONOMIC SANCTIONS:**
- a. Seller agrees to comply with all applicable export and re-export control laws and regulations, including but not limited to the Export Administration Regulations (EAR) maintained by the U.S. Department of Commerce, the International Traffic in Arms Regulations (ITAR) maintained by the Department of State, and trade and economic sanctions regulations maintained by the Department of Treasury's Office of Foreign Assets Control (OFAC regulations).
  - b. Seller shall be responsible for obtaining any license required under the EAR, ITAR, OFAC regulations, or other export control regime. Seller will identify in writing to Buyer those items, technology, and software for which an export license is required and provide export classification and licensing information necessary for export documents, including but not limited to the classification of items under the applicable export control regimes (e.g., Export Control Classification Numbers under the Commerce Control List or Categories under the U.S. Munitions List), the applicability of license exceptions, and licenses obtained by Seller.
  - c. Buyer shall notify Seller if a product being purchased is a defense article subject to the ITAR. If such notification occurs, Seller is responsible for safeguarding all ITAR-controlled technical data that it receives, including for both the export of the technical data to a non-U.S. destination and allowing its access by a non-U.S. national within the United States. Seller will also safeguard the physical security of any defense articles produced, including both within its facility and while being shipped to ensure the defense article cannot be accessed by a non-U.S. national and is not shipped to a foreign country, without an appropriate license from the State Department.
  - d. Seller shall promptly notify Buyer of any suspected export control or economic sanctions violation. Seller agrees that it will fully cooperate in any export controls investigation related to the subject matter of the Purchase Order, including by providing full access to relevant personnel and records to aid Buyer in the investigation of any suspected violation, following reasonable notice by Buyer.
  - e. Seller agrees to indemnify Buyer for any fines, penalties, claims, losses, damages, costs (including legal costs), expenses and liabilities that may arise as a result of Seller's breach of any of the export control or economic sanctions provisions within this Section.
22. **GOVERNMENT CONTRACTS:** If the Purchase Order is issued in support of a U.S. Government prime contract or subcontract, all requirements and specifications of the U.S. Government prime contract or subcontract

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which are applicable to the Supplies, including without limitation, Equal Opportunity and Affirmative Action requirements, are incorporated into this Purchase Order and Seller must fully comply with all such requirements and specifications.

23. **NON-ASSIGNMENT:** No assignment of the Purchase Order or any interest therein or any payment due or to become due thereunder shall be made by Seller without first obtaining the written consent of the Buyer.
24. **REMEDIES FOR BREACH BY SELLER:**
- a. The rights and remedies reserved to Buyer in each Purchase Order shall be cumulative with, and additional to, all other or further remedies in law or equity.
  - b. Seller acknowledges and agrees that money damages would not be a sufficient remedy for any actual, anticipatory or threatened breach of any Purchase Order by Seller with respect to its delivery of Supplies to Buyer and that, in addition to all other rights and remedies which Buyer may have, Buyer shall be entitled to specific performance and temporary, preliminary and permanent injunctive or other equitable relief as a remedy for any such breach, without proof of actual damages and without bond or other security being required.
25. **LIMITATIONS ON BUYER'S LIABILITY:** In no event shall Buyer be liable to Seller for any lost profits or any incidental, consequential, special, exemplary or punitive damages. Buyer's liability for a claim of any kind or for any loss or damage arising out of or in connection with or resulting from this agreement, or from any performance or breach, shall in no case exceed the price allocable to the Supplies or unit which directly gives rise to the claim.
26. **GOVERNING LAW; DISPUTES:** This agreement shall be construed and interpreted in accordance with the laws of the State of Michigan. All disputes involving this agreement shall be adjudicated exclusively in Oakland County Circuit Court, or the U.S. District Court for the Eastern District of Michigan.
27. **WAIVER:** The failure of Buyer to insist upon performance of any term or condition of this agreement, or to exercise any right hereunder, shall not be construed as a waiver of the future performance of any such term or condition or the future exercise of such right.
28. **INDEMNIFICATION:** Seller agrees to indemnify, defend, and hold harmless Buyer, its customers and users of the Supplies purchased hereunder, against all liability, loss, claims, actions, suits, judgments, settlements, costs and expenses (including reasonable attorneys' fees) whatsoever arising out of any action relating to delivery or use of the Supplies covered by the Purchase Order or the performance of any term or condition of the Purchase Order. Such indemnification shall continue notwithstanding any inspection, acceptance, payment, or processing by Buyer.
29. **NONDISCLOSURE:** Data, drawings, specifications, or other technical information furnished directly or indirectly, in writing or otherwise, to Seller by Buyer pursuant to the Purchase Order shall in no event become the property of Seller and shall be used by Seller only in fulfilling the obligations imposed by the Purchase Order and shall not be duplicated or disclosed to others or used in whole or in part for any other purpose. Such furnishings of data, drawings, specifications, or other technical information shall not be construed as granting any rights whatsoever express or implied, under any patents of Buyer.
30. **CERTIFICATIONS:** Part numbers must be referenced on all packing lists and invoices. Material Certifications and evidence of Statistical Process Control/Capability must be available upon request for all shipments. Documentation (e.g., Certificate of Conformance) stating that all Supplies provided by Seller to Buyer are produced/provided in conformance to all customer/engineering/industry specifications and that the Supplies do not contain any suspect/counterfeit parts, must be supplied with each shipment. All suppliers are subject to a quality systems audit by Buyer and/or Buyer's customer.

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31. **RELATIONSHIP OF PARTIES:** Seller and Buyer are independent contracting parties and nothing in this agreement shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.
  
32. **SEVERABILITY:** If any term of this agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this agreement shall remain in full force and effect.