

PO TERMS & CONDITIONS – WITH NDAA TERMS



I. PRICING

This Order must not be filled at a price higher than shown on the face of the Order. Suppose no cost is set forth on the front of the Order. In that case, the goods or services will be billed at a price last quoted or at the prevailing market price, whichever is lower, and, in any event, goods and services ordered under this Order will not be billed at a higher cost than last quoted or charged without Purchaser's specific written authorization. Purchaser will always be entitled to set off any amount owed at any time by Seller or any of its affiliates to Purchaser or any of its affiliates against any amount payable at any time by Purchaser in connection with this Order. No extra charges of any kind will be allowed unless expressly agreed to in writing by the Purchaser. Seller will bear all applicable taxes arising out of transactions contemplated by the Order except as otherwise specified by the parties in writing. If Seller reduces its prices for such goods and services during the term of this Order, Seller shall correspondingly reduce the prices of goods and services sold thereafter to Purchaser under this Order.

II. INVOICES, PAYMENT, AND TAXES

Invoices shall be rendered on completion of services or delivery of goods and shall contain the original Condortech Services, Inc. (CTS) issued 4-digit purchase order number, item number, description of goods or services, quantities, unit prices, date(s) rendered and total purchase price. Each invoice must refer to one, and only one, purchase order. CTS will not be responsible for any invoices not directed to the original 4-digit Purchase Order number provided at the time of purchase.

III. PACKAGING

All goods must be packaged in the manner specified by Purchaser and shipped in the form and by the route and carrier designated by Purchaser. If Purchaser does not specify the manner in which the goods must be packaged, Seller shall package the goods to avoid any damage in transit. Suppose Purchaser does not specify the method of shipment, route, or carrier. In that case, Seller shall ship the goods at the lowest possible transportation rates, consistent with Seller's obligation to meet the delivery schedule outlined in this Order. CTS does not have a loading dock facility. Therefore, the shipping of the equipment purchased must not be packaged in containers of pallets; unless the vendor notifies CTS and makes special arrangements.

IV. INSPECTION AND ACCEPTING GOODS

All goods and services will always be subject to inspection and test by Purchaser and places, including the period of manufacture and in any event before final acceptance. Final acceptance or rejection of the goods or services will be made as promptly as practical after delivery except as otherwise provided in this Order. Still, failure to inspect and accept or reject goods or services or failure to detect defects by inspection will neither relieve Seller from responsibility for such goods or services as are not in accordance with this Order nor impose liabilities on Purchaser for them. The purchaser's payment for the goods shall not constitute its acceptance of the goods. Goods rejected and goods supplied in excess of quantities ordered may be returned to the Seller at the Seller's expense. Payment, if any, made for any goods rejected hereunder shall be promptly refunded by Seller. Seller will provide and maintain an inspection and process control system acceptable to Purchaser covering the goods and services ordered. Records of all inspection work by Seller will be kept complete and available to Purchaser during the performance of this Order and for seven (7) years after Seller's completion of this Order. Suppose any of the goods or services are found to be defective in material or workmanship or otherwise not in conformity with the requirements of this Order, including any applicable drawings and specifications. In that case, Purchaser, in addition to such other rights and remedies it may have by contract or by law or equity, at its sole discretion, may reject and return such goods at Seller's expense, require Seller to inspect the goods and remove nonconforming goods and/or require Seller to replace nonconforming goods or services with conforming goods or services. If Seller fails to make the necessary inspection, removal, and replacement in a time and manner satisfactory to Purchaser, Purchaser may, at its option, inspect and sort the goods; Seller will pay any related costs.

V. INDEMNIFICATION

Seller shall indemnify and hold Purchaser and its affiliates harmless and, on Purchaser's request, shall defend each of them from and against any or all third party claims, demands, litigation, or proceedings of whatever kind, whether based upon negligence, breach of an express or implied warranty, strict liability, infringement of intellectual property rights, or any other theory, and from and against all direct, indirect, special, exemplary, incidental or consequential damages of every kind whatsoever, arising out of, because of, or in any way connected with the goods and/or services, the design, manner of preparation, manufacture, construction, completion, or delivery or non -delivery of any goods and/or services by Seller, any breach by Seller of any of its obligations hereunder, or any other act, omission or negligence of Seller or any of Seller's employees, workers, servants, agents, subcontractors, or suppliers. Seller shall, on request, pay or reimburse Purchaser or any other party entitled to indemnification hereunder for all costs and expenses, including attorneys' fees, as incurred by Purchaser or such other party in connection with any such claim, demand, litigation, proceeding, loss, or damage. In addition, for infringement claims, Seller will, at its own expense and Purchaser's option, either procure for Purchaser the right to continue using the allegedly infringing item, replace it with a non-infringing equivalent, or remove it and refund the purchase price and the transportation and installation costs thereof.

VI. LIABILITY

Purchases' aggregate liability arising from or relating to this order is limited to the amount paid by the purchaser for the goods and/or services. To the maximum extent allowable under applicable law, the purchaser shall not be liable under this order for any special, incidental, consequential, indirect, or punitive damages, including, without limitation, lost revenues, even if the purchaser has been advised of the possibility of such damages.

VII. CYBER SECURITY

CTS assumes that the purchases of the technology supplied by the Vendor under this Purchase Order provide the necessary mechanisms to mitigate any risks associated with cyber-attacks. The Hardware and software being purchased must be in full compliance with NDAA, SP-800 171, SP800-161, and SP800-53.