



TERMS AND CONDITIONS FOR PURCHASE (Rev. 01.16.2020)

- 1. Applicability.** This purchase order ("**Order**") is an offer by Wagstaff, Inc. ("**Buyer**"), for the purchase of the goods, services, or both specified on the face of this Order ("**Work**") from the party to which the Order is addressed ("**Seller**") in accordance with and subject to these Terms and Conditions for Purchase, together with the terms and conditions on the face of the Order. This Order becomes effective upon acceptance by Seller or upon Seller commencing performance under the Order. The Order expressly limits Seller's acceptance to the terms of the Order. Any additional or different terms set forth in any other form by Seller, including acknowledgements or invoices, are material alterations and are expressly rejected. The terms of this Order apply to any repaired or replacement Work provided by Seller pursuant to this Order. Any inconsistencies in this Order shall be resolved in accordance with the following descending order of precedence: (a) the face of the Order; (b) any special terms and conditions, including any customer requirements; (c) these Terms and Conditions for Purchase; and (d) other attachments to the Order.
- 2. Delivery Date.** Seller shall deliver the Work in the quantities and on the date(s) specified in this Order or as otherwise agreed in writing by the parties ("**Delivery Date**"). Time is of the essence of this Order. If Seller fails to timely deliver the Work in full, Buyer may terminate the Order immediately in whole or in part by providing written notice to Seller without waiving any other rights under this Order or at law, and upon such termination Seller shall be responsible for the increased costs of substitute Work. Seller shall notify Buyer in writing immediately of any actual or potential delay in the performance of this Order, and such notice shall include a proposed revised schedule. Buyer's receipt or acceptance of such notice or schedule shall not constitute a waiver of any of Buyer's rights and remedies.
- 3. Delivery Location.** All Work shall be delivered to the address specified in this Order (the "**Delivery Location**") during Buyer's normal business hours or as otherwise instructed by Buyer.
- 4. Price.** The price of the Work is the price stated in the Order (the "**Price**"). Unless otherwise specified in the Order, the Price includes all packaging, transportation costs to the Delivery Location, insurance, customs duties, tariffs, fees and applicable federal, state, and local taxes, including but not limited to all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer.
- 5. Packing.** All goods shall be packed for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the goods are delivered in undamaged condition. Each package must contain a packing list showing description of goods, number of pieces in package, country of origin and purchase order number. Seller shall mark containers or packages with the purchase order number, item number and any necessary lifting and loading information. Buyer's count will be accepted as correct. No charges for crating, boxing, demurrage, freight or other services will be allowed unless specified on the face of this Order. Damage to any goods not packed to ensure proper protection will be charged to Seller.
- 6. Shipping Terms.** Delivery shall be made in the most economical manner in accordance with the trade terms on the face of this Order. Trade terms will be governed, to the greatest extent possible, by "Incoterms® 2010," published by the International Chamber of Commerce.
- 7. Strict Compliance.** Buyer may cancel any portion of this Order if not filled as specified. Buyer may refuse or return any overshipment. Any such refused Work shall be returned to Seller at Seller's risk and expense.
- 8. Inspection and Rejection of Nonconforming Work.** Buyer has the right to inspect the Work on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Work, and may reject all or any portion of the Work if it determines the Work is nonconforming or defective. If Buyer rejects any portion of the Work, Buyer has the right, effective upon written notice to Seller, to: (a) rescind the Order in its entirety; (b) repair or correct the Work and backcharge Seller for the resulting costs; (c) accept the Work at a reasonably reduced Price; (d) reject the nonconforming Work and receive a refund of the amount of the Price paid for such Work or a credit against the unpaid amount, as applicable; or (e) reject the Work and require replacement of the rejected Work by written replacement order. If Buyer requires replacement of the Work, Seller shall, at its expense, promptly replace the nonconforming Work and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective Work and the delivery of replacement Work. If Seller fails to timely deliver replacement Work, Buyer may terminate this Order for cause pursuant to Paragraph 30 (Termination). Any inspection or other action by Buyer under this Paragraph shall not reduce or otherwise affect Seller's obligations under the Order, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions.
- 9. Payment Terms.** Seller shall issue an invoice to Buyer on or any time after the completion of delivery and only in accordance with the terms of the Order. Invoices must include the purchase order number. Buyer shall pay all properly invoiced amounts due to Seller in accordance with the payment terms stated on the face of this Order, calculated from the later of delivery or Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith.
- 10. Warranties.** Seller warrants that (a) all goods covered by this Order shall (i) conform to applicable specifications, drawings, samples, descriptions, and other requirements specified, (ii) be fit and sufficient for the purpose intended, merchantable, and free from defects in material and workmanship, (iii) be free from defects in design when the goods are made of Seller's design, and (iv) be free and clear of all liens, security interests or other encumbrances, and (b) all services covered by this Order will be performed using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services. These warranties survive any delivery, inspection, acceptance or payment of or for the Work by Buyer. These warranties are cumulative and in addition to any other warranty provided by law or equity. Seller will indemnify, defend, and hold Buyer and anyone claiming through Buyer harmless against any and all liabilities whatsoever incurred by Buyer by virtue of a breach of such warranties. These

warranty entitlements shall inure to the benefit of Buyer and Buyer's direct and indirect customers, such as direct sale end-users, higher-tier contractors, prime contractors and the ultimate user under relevant prime contract(s). Remedies shall be at Buyer's election, including, but not limited to, the prompt repair, replacement or reimbursement of the Price of nonconforming goods and, in the case of services, either the prompt correction of the defective services at no cost or reimbursement of the amounts paid for such services. In the event of repair or replacement of nonconforming goods, Seller shall pay all transportation charges for the return of the goods to Seller and the delivery of repaired or replacement goods to Buyer.

11. Assignment and Subcontracting. Except for purchases of standard commercial articles or raw materials, Seller shall not subcontract or delegate all or substantially all of its Work to be supplied under this Order without prior written approval of Buyer. No assignment of this Order or of any monies due or to become due under this Order shall be binding upon Buyer without Buyer's written consent. Any purported assignment, delegation, or subcontracting in violation of this Paragraph shall be void.
12. Changes. Buyer may at any time, by written change order, make changes or additions to the specifications, quantities, delivery instructions, or other details of this Order. If any such change causes an increase or decrease in the cost of or time required for performance of this Order, Seller shall notify Buyer immediately, and an equitable adjustment will be made and agreed upon by written modification to this Order. Any claim by Seller for adjustment under this Paragraph must be asserted in writing within 20 (twenty) days from the date of receipt by Seller of notification of the change and shall be followed as soon as practicable with specification of the amount claimed and supporting cost figures. Nothing contained in this Paragraph shall excuse Seller from proceeding with performance of this Order as changed pending resolution of the claim. No modification to this Order is binding upon Buyer unless it is in writing, specifically states that it amends this Order and is signed by an authorized representative of Buyer.
13. Compliance with Law. (a) Seller warrants and certifies (i) that in the performance of this Order it will comply with all applicable statutes, rules, regulations, and orders of the United States, and of any state and political subdivision thereof, as applicable, and the laws and regulations pertaining to labor, wages, hours and other conditions of employment, and (ii) that the Work shall be produced in compliance with the Fair Labor Standards Act of 1938. To the extent necessary for the proper fulfillment of this Order, Seller shall procure all required licenses and permits and pay all fees and other required charges, and shall comply with all applicable guidelines and directives of any local, state, or federal government authority. **(b) Buyer and Seller shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a) and the posting requirements of 29 CFR Part 471, Appendix A to subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin, or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that covered contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or protected veteran status.**
14. Confidential Information. All drawings, specifications, photographs, patterns, designs, plans, documents, data, and other engineering or manufacturing information disclosed by Buyer to Seller in connection with the Order, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," are the proprietary property of Buyer, and are confidential, solely for the use of performing the Order and may not be disclosed, copied, or used to furnish the same article or parts thereof to anyone else, without the prior written consent of Buyer. If Seller becomes aware of any compromise or unauthorized use of information provided by Buyer to Seller, its officers, employees, agents, suppliers, or subcontractors, Seller will take appropriate immediate actions to investigate and contain the incident and any associated risks, including prompt notification to Buyer soon after learning of the incident. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer, including all copies. Buyer shall be entitled to injunctive relief for any violation of this Paragraph. This Paragraph shall not apply to information that is: (a) in the public domain; (b) known to Seller at the time of disclosure; or (c) rightfully obtained by Seller on a non-confidential basis from a third party.
15. Entire Agreement. This Order, together with any documents incorporated herein by reference, is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of its terms, and constitutes the sole and entire agreement of the parties with respect to its subject matter. This Order supersedes all prior or contemporaneous agreements and negotiations with respect to the subject matter of the Order, with the specific exception of any existing nondisclosure or confidentiality agreements between the parties, which are confirmed to remain in force according to their terms. No course of prior dealings between the parties, commitment letters or letters of intent, or usage of trade will be relevant or admissible to vary any of the terms of this Order.
16. Force Majeure. Neither party shall be liable to the other for any delay or failure in performing its obligations under the Order to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable ("**Force Majeure Event**"). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, hostilities, terrorist acts, riots, or trade embargoes. Seller shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under the Order.
17. Governing Law and Forum. This Order and any matter arising out of or related to this Order shall be governed by the laws of the state from which it is issued by Buyer without regard to its conflicts of laws provisions. The parties expressly waive application of the U.N. Convention on Contracts for the International Sale of Goods and the U.N. Convention on the Limitation Period in the International Sale of Goods. All disputes concerning, arising from or relating in any way to this Order shall be decided solely in the courts of the state of Washington or federal courts of competent subject matter jurisdiction that are located in the state of Washington. The parties agree that such courts shall have in personam jurisdiction and venue over each of them. **Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of under or in connection with this Contract.**
18. Gratuities/Kickbacks. Seller shall not offer or give a kickback or gratuity (in the form of entertainment, gifts, or otherwise) for the purpose of obtaining or rewarding favorable treatment as a supplier to Buyer.
19. Indemnification-General. Seller shall indemnify, defend, and hold harmless Buyer and Buyer's affiliates, and their respective directors, officers, shareholders and employees, and

Buyer's customers (collectively, "**Indemnitees**") against third-person claims for any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**"), to the extent arising out of or occurring in connection with defects in the Work, or acts and omissions, negligence, gross negligence, or willful misconduct of Seller, its subsuppliers, or their respective officers, employees, or representatives.

20. Indemnification–Intellectual Property. Seller warrants that the Work performed or delivered under this Order will not infringe or otherwise violate the intellectual property rights of any third party. Seller shall indemnify, defend, and hold harmless Buyer and any Indemnitee against all Losses for actual or alleged infringement of any U.S. patent, trademark, or other intellectual property right by the Work, unless the goods are made to Buyer's specifications or designs. Seller may replace or modify infringing items with comparable items acceptable to Buyer of substantially the same form, fit, and function so as to remove the source of infringement, and Seller's obligations under this Purchase Order shall apply to the replacement and modified items.
21. Limitation of Liability. Neither party shall be liable to the other, nor to any affiliate of the other, for special, indirect, incidental, exemplary, or consequential damages. Each party's maximum aggregate liability to the other party for any claim arising out of the Work or the Order shall not exceed the Price, except that this limitation of liability will not apply to (a) claims arising under Paragraphs 14 (Confidential Information), 19 (Indemnification–General) or 20 (Indemnification–Intellectual Property), (b) claims for willful misconduct, bad faith, or gross negligence, or (c) claims covered by Seller's required insurance coverages (if any).
22. Notices. Service of written notices under this Order shall be sufficient if given personally, by postal mail, nationally recognized overnight courier service, e-mail, or other similar means at the address set forth in the Order, or to such address as such party may provide in writing from time to time. All notices shall be effective upon receipt.
23. Publicity. Seller shall not, without the prior written consent of Buyer, in any manner advise or publish the fact that Seller has furnished or has contracted to furnish to Buyer the Work to be furnished under this Order. Seller shall not use the Wagstaff name, logo, or trademark for any purpose, including but not limited to advertising, making a news release, creating a business reference, creating a website content, or for goods or services endorsement, without prior written approval of Buyer.
24. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in the Order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
25. Remedies. The rights and remedies of either party in this Order are cumulative and in addition to any other rights and remedies provided by law or in equity.
26. Set-off. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller.
27. Severability. If any provision of this Order is or becomes unenforceable, the other provisions will remain valid to the maximum extent possible. In such event, the provision in question will be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.
28. Survival. Paragraphs 10 (Warranties), 13 (Compliance with Law), 14 (Confidential Information), 17 (Governing Law and Forum), 19 (Indemnification–General), 20 (Indemnification–Intellectual Property), 21 (Limitation of Liability), and 23 (Publicity) shall survive completion or termination of the Order.
29. Technical Information. When manufacturing specifications or drawings have been supplied or approved by Buyer in connection with this Order, such specifications and drawings shall be deemed to be an integral part of the terms of this Order. No specifications with respect to any part of this Order shall constitute a warranty, express or implied, by Buyer against any claims for infringement of patents, copyrights or trademarks and Buyer shall not be responsible to Seller, as indemnitor or otherwise, for or on account of any such claim or liability. Unless otherwise agreed in writing, all specifications, information, data, drawings, software and other items supplied to Buyer by Seller shall be disclosed to Buyer on a non-proprietary basis and may be used and/or disclosed by Buyer without restriction.
30. Termination. In addition to any remedies that may be provided under the terms of this Order, Buyer may terminate this Order for default, either before or after the acceptance of the Work, if (a) Seller fails to comply with any of material provisions of this Order, or (b) Seller fails to make progress as to endanger timely and proper performance of the Order, or (c) Seller becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. Termination for default will be with immediate effect upon written notice to Seller. Buyer may terminate this Order for convenience as to undelivered Work, in whole or in part, at any time by written notice to Seller. Upon termination, Buyer may require Seller to transfer title to and deliver, to such extent and in such manner as Buyer may direct, any completed or partially completed Work and any materials acquired by Seller for the performance of this Order. Upon termination for convenience, Seller's sole and exclusive remedy is payment for Work received and accepted prior to termination, plus a reasonable amount for work in progress and Seller's reasonable expenses incurred for termination of suborders, but in no event more than the Price. Upon termination for default, Buyer may procure replacement goods or services elsewhere and Seller shall be liable to Buyer for all costs and damages it incurs as a result of Seller's default.
31. Title and Risk of Loss. Title passes to Buyer upon the earlier of payment by Buyer or delivery of the Work to the Delivery Location. Risk of loss or damage to the Work will pass to Buyer as per the specified Incoterm rule, or if no Incoterm rule is specified, upon delivery of the Work to the Delivery Location. Seller shall bear all risk of loss or damage to goods rejected by Buyer after notice of rejection, except to the extent such loss or damage results from the gross negligence of Buyer.
32. Waiver. Failure by either party to enforce any of the provisions of this Order or applicable law shall not constitute a waiver of the requirements of such provisions or law, or as a waiver of the right of a party thereafter to enforce such provision or law, nor shall payment or acceptance constitute a waiver of any breach of this Order.