



STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS (14 NOV 2019)

- 1. GENERAL.** The Terms and conditions set forth below, together with the written information contained in this purchase order, all attachments and exhibits hereto and all specifications, drawings, notes, instructions, and other written materials and information referred to therein, including, but not limited to any invitation for bid or request for proposal, shall apply to the purchase of the services ("Services") and/or the goods or Service deliverables (collectively referred to as "Goods"), described in this purchase order and are incorporated herein and are made a part of this purchase order (collectively referred to herein as "Purchase Order.") This Purchase Order constitutes the entire agreement between ADVANTOR SYSTEMS CORPORATION (hereinafter referred to as "Buyer") and Seller with respect to the purchase of the Goods and/or Services and supersedes all prior oral and written communications and agreements relating thereto. All purchases by Buyer are expressly conditioned upon Seller's acceptance of the terms and conditions of this Purchase Order (the "Terms"). Any terms or conditions contained in any acknowledgment, invoice or other communication of Seller, which are additional to, different than, or inconsistent with the Terms are hereby rejected. To the extent that this Agreement might be treated as an acceptance of Seller's prior offer, such acceptance is expressly made on condition of assent by Seller to the Terms. Shipment of the Goods or beginning performance of any Services by Seller shall constitute such assent. Buyer's failure to object to provisions contained in any communication from Seller shall not be deemed a waiver of these Terms. Any changes in these Terms must specifically be agreed to in a writing understood by both parties to be a waiver or amendment of this Purchase Order and signed by an officer of Buyer before becoming binding.
- 2. OFFER AND ACCEPTANCE.** This Purchase Order constitutes an offer to purchase goods and services according to the terms hereof. Seller's acknowledgment of this Purchase Order or commencement of performance hereunder shall constitute Seller's acceptance of all of the terms and conditions herein. BY MAKING ANY DELIVERY UNDER THIS PURCHASE ORDER, SELLER THEREBY EXPRESSES ACCEPTANCE OF EACH AND EVERY TERM AND CONDITION SET FORTH HEREIN AND THE FAILURE TO ACKNOWLEDGE OR ANY ACKNOWLEDGEMENT CONTAINING TERMS ADDITIONAL, INCONSISTENT OR CONFLICTING WITH THE TERMS OF THIS PURCHASE ORDER SHALL HAVE NO EFFECT ON BUYER AND SUCH TERMS SHALL NOT BE INCORPORATED INTO OR OTHERWISE BECOME PART OF ANY AGREEMENT BETWEEN BUYER AND SELLER. Acceptance of the Goods or Services delivered under this Purchase Order shall not constitute acceptance by Buyer of Seller's terms and conditions. This Purchase Order shall be controlling over any additional, inconsistent or conflicting terms of any purchase order, confirmation, invoice, acknowledgement, release, acceptance or other inconsistent or conflicting terms of any purchase order, confirmation, invoice, acknowledgement, release, acceptance or other written correspondence, even if accepted in writing by both parties.
- 3. CONTRACT REQUIREMENTS.** This order covers the furnishing of services, labor, material, supplies and/or equipment required by Buyer in Buyer's performance of the contract indicated by the order number on the face hereof (the "Contract"), a copy of which is available for review by Seller prior to Seller's performance under this Purchase Order. Seller represents and warrants that the Goods and/or Services are fit for the purposes set forth in the Contract.
- 4. INDEPENDENT CONTRACTOR.** Buyer is interested only in the results obtained under this Purchase Order. The manner and means of achieving the results are subject to Seller's sole control. Seller is an independent contractor for all purposes, without express or implied authority to bind Buyer by contract or otherwise. Neither Seller nor its servants, employees, agents or subcontractors ("Seller's Assistants") are agents or employees of Buyer, and therefore are not entitled to any employee benefits of Buyer, including but not limited to, any type of insurance. Seller shall be

responsible for all costs and expenses incident to performing its obligations under this Agreement and shall provide Seller's own supplies and equipment. Buyer shall not be responsible for, nor bound by, any of Seller's acts, obligations or defaults, nor for those of Seller's Assistants.

5. COMPLIANCE WITH LAWS. Seller warrants that in performance of all work under this Purchase Order, Seller and Seller's Assistants have complied with or will comply with all applicable federal, state and local laws, ordinances and regulations. Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance or administrative rule or regulation having the effect of law shall be deemed to be incorporated herein. Upon request, Seller agrees to issue certificates certifying compliance with any laws or regulations as may be applicable to the material Goods or Services furnished hereunder.
6. SHIPPING INSTRUCTIONS. Unless otherwise expressly provided herein, all products delivered to Buyer shall be F.O.B. Buyer at the address set forth in this Purchase Order without charge to Buyer for crating or storage. All customs, duties, costs, taxes, insurance premiums and other expenses relating to such transportation and delivery shall be at Seller's sole cost and expense. Seller shall preserve, pack, package and handle the products ordered by Buyer so as to protect the products from loss or damage and in accordance with good commercial practice and Buyer's specifications. Seller shall be liable for and shall promptly replace lost, stolen or damaged goods or refund to Buyer the amount of any loss or damage due to Seller's failure to properly preserve, pack, package or handle such products. Seller shall include with each shipment of products a packing list which sets forth the number of this Purchase Order, the Buyer part number of each of the products shipped, a description and the quantity of each of the products shipped and the date of shipment. The Purchase Order numbers shall be plainly visible on all invoices, packages, bills of lading and shipping orders provided by Seller. Payment of invoices shall not constitute acceptance of products and shall be subject to adjustment for errors, shortages, defects in the products or other failure of Seller to meet the requirements of the Purchase Order.
7. DELIVERY AND QUANTITY. Time is of the essence of this Purchase Order. Seller shall immediately notify Buyer in the event that Seller's timely performance under this Purchase Order is delayed or likely to be delayed, in whole or in part, and Seller shall provide Buyer with all available information regarding the reasons for such delay. Such notice shall not constitute a waiver by Buyer of any Seller's obligations hereunder. If only a portion of the products specified in this Purchase Order is available for shipment to meet the delivery date specified in this Purchase Order ("Delivery Date"), Seller shall, unless Buyer instructs otherwise, (i) ship the available products in time to ensure timely delivery and (ii) ship, at Seller's own costs, the remaining portion of the products as soon as such products become available to Seller. Seller shall use diligent efforts to deliver the products and/or services ordered by Buyer no later than the Delivery Date. If, not due to any fault of Buyer, the specified mode of transportation would not permit Seller to meet the Delivery Date, Seller shall ship such products by air freight or other expedient means acceptable to Buyer, and Seller shall pay the cost of freight for such expedited shipment over the cost of the specified mode of transportation. Seller assumes all risk of loss in shipping and all liability for loss or damage, whether direct, indirect, consequential or otherwise, due to delays once the products have been delivered to the carrier. If Seller fails to deliver the products and/or services ordered by Buyer on or before the Delivery Date, then Buyer may terminate this Purchase Order. If the products and/or services ordered by Buyer are in excess of the amounts stated on this Purchase Order or are delivered more than three (3) work days prior to the Delivery Date, Buyer may either reject such products and/or services and return the shipment to Seller or accept the products and/or services pursuant to Section 8 below. Such shipments will be held at Seller's risk and expense including reasonable storage charges while awaiting Seller's shipping instructions. Return shipping charges will be at Seller's expense in accordance with Section 6 above. Material for which return shipping instructions are not received within a reasonable time, may be destroyed or sold by Buyer at public or private sale and the proceeds, if any, applied toward storage charges. Buyer's return shipment to Seller of any of the following products shall be at Seller's own risk and expense, including, without limitation, transportation and insurance charges: (i) products that do not meet the warranties specified herein; (ii) products which are not accepted by Buyer pursuant to Section 8 below; (iii) products which

constitute overages or early shipments by Seller and (iv) Seller's shipment to Buyer of all replacement and reworked products to replace nonconforming products (transportation and insurance charges for replacement or reworked products shall include round trip shipment). Seller shall not, without Buyer's prior written consent, commence to manufacture or procure any of the products specified in this Purchase Order in advance of Seller's normal lead time for such products. In the absence of Buyer's prior written consent, Buyer shall not be obligated, in the event of termination or a change of this Purchase Order, with respect to any products manufactured or procured in advance of Seller's normal lead time for such products.

8. INSPECTION. Each and every item or service purchased hereunder shall be received subject to Buyer's inspection and approval at any place that Buyer may reasonable designate, notwithstanding prior payment. Buyer expressly reserves the right, without liability hereunder or otherwise, to reject or refuse acceptance of items which do not conform in all respects to this Purchase Order. Buyer shall have no liability for any goods delivered by Seller until inspected and accepted by Buyer. Merely taking possession of the goods delivered will not constitute acceptance.
9. PAYMENT. Seller represents and warrants to Buyer that the prices for the products and/or services provided hereunder are the lowest prices for which Seller has sold or is selling such products and/or services, taking into account any differences in quantities and other material terms. Buyer shall be entitled to receive from Seller any price reduction which Seller makes to others for comparable products or services as of the later of (i) the Delivery Date for the products and/or the date upon which Seller is to begin performing the services hereunder, (ii) the date of actual delivery of the products and/or date upon which Seller commences the services, or (iii) the date an acceptable invoice for the products and/or services is received by Buyer. Seller shall pay, without charge to Buyer, any federal, state or local tax or other government charge or assessment relating to the production, sale or shipment of any of the products hereunder, unless expressly otherwise provided in an Exhibit attached hereto. Unless otherwise stated on the face of this Purchase Order, the period allowed for payment of invoices will date from the later of (i) receipt of a properly prepared invoice or (ii) receipt of the Goods or Services. Payment terms to the Seller will be 45 days from receipt of the invoice from the Seller. Unless otherwise specified herein, two percent (2%) cash discount shall be deducted from the invoice for payment within ten (10) days of the invoice date. Any amount due Seller hereunder may, at Buyer's option, be applied to the payment of any sums owing by Seller to Buyer and/or its affiliated companies.
10. WARRANTY. Seller warrants that all Goods and Services furnished pursuant to this Purchase Order shall conform to the requirements of this Purchase Order and any of Buyer's specifications, blueprints, drawings and data of Seller's sample, and shall be free from defects in design, material, workmanship and manufacture and fit for the use intended by Buyer. Seller warrants title to the items and that such items are free from actual or claimed patent, copyright or trademark infringement. Seller warrants that Services will be performed in a professional and workmanlike manner. All Goods are new and unused, unless otherwise specified by Buyer. These warranties shall survive for a reasonable period following acceptance of payment by Buyer. These warranties shall run to Buyer, its customers, successors and assigns.
11. PERFORMANCE. In the event that any installation is involved, Seller shall prosecute the same with all diligence, in a professional and workmanlike manner, and in the event that, in Buyer's opinion, Seller unreasonably delays the work, Buyer may order Seller to cease work, and at Buyer's option use Seller's equipment, and complete or secure the completion of the work at Seller's risk and expense.
12. PATENT INFRINGEMENT. Seller shall indemnify and save Buyer, any of its subsidiary companies, and any of its distributors, customers, agents, or the like harmless from any claims, suits, damages, or expenses arising out of any actual or alleged infringement of any invention, patent trademark or copyright in any country of the world by any reason of possession, utilization, manufacture, or sale of the items covered by this order.

13. **BUYER'S REMEDIES.** In the event that Seller in any way violates the terms of this Agreement, Seller shall be liable for all damages provided by law, including, but not limited to, those remedies provided by Uniform Commercial Code as in effect in the state of Florida, BUYER EXPRESSLY RESERVES THE RIGHT TO RECOVER CONSEQUENTIAL DAMAGES AND LOST PROFITS FOR ANY SUCH BREACH BY SELLER.
14. **INDEMNIFICATION.** Seller shall protect, indemnify and hold harmless from all loss, lost profits, costs to "cover", liability, damage and expense (including, in the event of litigation, reasonable attorney's fees and disbursements) alleged, claimed or asserted against Buyer, arising from or in connection with Seller's performance hereunder or resulting from equipment or material supplied by Seller hereunder or resulting from Seller's failure to comply with any condition imposed upon Seller hereunder.
15. **INSURANCE.** Seller shall at all times during its performance hereunder carry adequate insurance of the following types:
- a. Workman's Compensation and Employer's Liability (and any other coverage required by similar liability acts);
 - b. Comprehensive General Liability, including Contractual Liability.
 - c. Automotive Liability.
- If requested by Buyer, Seller shall complete and return Appendix A (Insurance Certification) evidencing insurance coverage in such amounts as set forth thereon prior to commencement of performance hereunder.
16. **NON-DISCLOSURE OF INFORMATION, DESIGNS AND DATA.** Seller agrees that any data, equipment, patterns, designs, drawings, engineering data, specifications and other business, product, technical financial and proprietary information furnished by Buyer are the confidential property of Buyer ("Confidential Information.") Except as expressly and unambiguously allowed herein, Seller will hold in confidence and not use or disclose any Confidential Information without Buyer's prior written consent and shall similarly bind its employees, consultants and subcontractors in writing. Seller shall not disclose any Confidential Information to any person or entity other than those employees, consultants or subcontractors of Seller who have a legitimate need to know. Seller's nondisclosure obligation hereunder shall not apply to information it can document is generally available to the public or was rightfully disclosed to Seller by a third party without restriction. Seller shall use the Confidential Information only in production of the Goods or provision of the Services contemplated in this Purchase Order, unless Buyer's written consent is first obtained. Upon completion or termination of this Purchase Order, Seller shall return all such Confidential Information to Buyer or make other disposition, as directed by Buyer.
17. **CANCELLATION.** Buyer hereby reserves the right to reschedule any delivery or cancel any Purchase Order issued at any time prior to shipment of the Goods or prior to commencement of any Services. Buyer shall not be subject to any charges or other fees as a result of such cancellation. Buyer may cancel work on this order for its own convenience in whole or in part by written or telegraphic notice at any time. In that event, any claim arising out of such cancellation shall be settled by negotiation on the basis of Seller's costs reasonably incurred and made prior to receipt of Buyer's notice of cancellation, with due allowance for salvage value. However, Buyer shall not be liable for failure to accept goods ordered or work to be performed arising from cause beyond Buyer's reasonable control, such as floods, fires, strikes, work stoppage or act of government authorities.
18. **ASSIGNMENT.** Seller may not assign this order or delegate its performance.

19. CHANGES. Buyer reserves the right at any time to make changes to this order. If any such change causes an increase or decrease in the cost of or the time required for performance hereunder, an equitable adjustment shall be made in the price of delivery schedule or both. Any claim for adjustment by Seller shall be deemed waived unless asserted in writing within thirty (30) days of receipt by Seller of the change. Nothing in this clause shall relieve Seller from proceeding without delay in the performance of this order as changed.
20. MODIFICATION. Conditions stated herein are exclusive of all other and shall take precedence over any conditions heretofore and hereafter originated by Seller, unless specifically agreed to in writing. Buyer's failure to insist, in any one or more instances, upon compliance with any of the terms or conditions of this Purchase Order shall not be construed as a waiver or relinquishment of Buyer's right to the future compliance with any such term or condition, and Seller's obligation in respect to such future compliance shall continue in full force and effect.
21. LIMITED LIABILITY. NOTWITHSTANDING ANYTHING ELSE IN THIS PURCHASE ORDER OR OTHERWISE, BUYER WILL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS PURCHASE ORDER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (I) ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST DATA OR LOST PROFITS, (II) ANY AMOUNTS IN EXCESS IN THE AGGREGATE OF THE FEES PAID BY BUYER HEREUNDER DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE, OR (III) ANY MATTER BEYOND BUYER'S REASONABLE CONTROL.
22. WORK DONE AT BUYER'S FACILITIES. Seller shall take such steps as may be reasonably necessary to prevent personal injury or property damage during any work hereunder that may be performed by any employees, agents or subcontractors of the Seller at Buyer's facilities, and the Seller shall indemnify and hold harmless Buyer from and against all loss, liability, and damages arising from or caused directly or indirectly by any act or omission of such agents, employees, or subcontractors of the Seller, and Seller shall secure and maintain such insurance against public liability and property damage and such employee's liability and compensation insurance as will protect Buyer against the aforementioned risks and against any claims under any Worker's Compensation and Occupational Disease Acts.
23. APPLICABLE LAW; JURISDICTION; VENUE. This Purchase Order and any contracts or agreements resulting from the co issuance and acceptance of this Purchase Order shall be construed in accordance with the laws of the state of Florida without regard to conflict of laws provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods. The exclusive jurisdiction and venue of any action relating to this Purchase Order shall be the Ninth Judicial Circuit Court of Florida for the County of Orange or the United States District Court for the Middle District of Florida, the Orlando Division and each of the parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action. The rights and remedies herein provided are in addition to those available to either party at law or in equity. In any action or proceeding to enforce rights under this Purchase Order, the prevailing party shall be entitled to recover costs and attorneys' fees.
24. MISCELLANEOUS. Any notice, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if mailed by registered or certified mail, postage prepaid, or delivered by overnight courier service with tracking capabilities to the respective addresses of the parties as set forth in this Purchase Order (or such other addresses a party may designate by ten (10) days prior written notice). If any provision of this Purchase Order

shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Purchase Order shall otherwise remain in full force and effect and enforceable. Any failure by a party to enforce any provision herein or right or remedy available to it on any one occasion shall not be construed as a waiver on any other occasion. Headings included herein are for convenience only and shall not be used to interpret or construe this Purchase Order.