

**PURCHASE ORDER
TERMS AND CONDITIONS**



It is further agreed between the Buyer and Seller that:

1. If a Master Supply Agreement exists between the Buyer and Seller, the full terms and conditions of that Agreement are incorporated into this Purchase Order.
2. Title: Seller warrants that it has good and marketable title to all materials and equipment supplied pursuant hereto, free of all liens and encumbrances whatsoever.
3. Material and Workmanship: Seller expressly warrants that all material and work covered by this order will conform to the Purchase Order and any referenced attachments and that will be merchantable quality, of first-class material and workmanship, free of latent defects, conforming to all applicable laws, ordinance, regulations and codes, and that it is fit and sufficient for the purposes for which it is ordered by the Buyer.
4. Guarantee: All materials, equipment and incidental supplies pursuant to this Purchase Order are, and shall be, guaranteed by Seller for a period of one year delivery or for such longer period as may be specified on the face of this purchase order or in referenced attachments. Nothing in this Paragraph 4 shall operate to shorten any manufacturer's warranty.
5. Delivery: Time is of the essence hereof. Delivery will be made in accordance with the established schedule provided by Buyer, as same may be modified from time to time by the Buyer and made known to Seller. If Seller fails to deliver on time for reasons beyond its control, Buyer may, at its sole discretion: (a) extend in writing the time for delivery of (b) terminate this Purchase Order by sending written notice thereof to Seller and pay to Seller the value of the good delivered to the date of termination, and thereupon be relieved of all obligations to Seller. If Seller otherwise fails to perform on time, the provisions of Paragraph 7 hereof shall apply. Deliveries shall be made to such locations as is specified by the Buyer. Seller shall assume all risks of loss or damage for the items provided hereunder until such time as they have been delivered, unloaded and accepted by the Buyer.
6. Liens: Seller shall not permit any liens to be filled against the project or any part thereof. Seller shall execute releases of liens for all materials and equipment delivered and paid for pursuant hereto.
7. Indemnification and Breach: Seller hereby indemnifies Buyer against any and all claims arising out of or connected to a breach of this Purchase Order by Seller or any person or firm in its control. In the event of any breach of this Purchase Order by Seller, Buyer may avail itself of any or all of the following remedies : (a) to cures the breach and deduct the full cost of such cure from the payment due Seller: (b) cancel this Purchase Order by written notice, and secure the required material and equipment from whatever source Buyer deems advisable, whereupon no payments shall be made to Seller until such substituted goods have been delivered to and paid for by Buyer and Seller shall be fully liable for any costs in excess of the price specified herein resulting from Buyer's securing such goods; and (c) to avail itself of any and all remedies provided by law or in equity. A waiver by Buyer of any breach hereof shall not be deemed a waiver of any other or subsequent breach.
8. Equal Employment and Contracting Opportunity Requirements: This Purchase Order is subject to the requirements set forth in Executive Order Nos. 11246, 11625 and 12138 with all current implementing regulations and amendments.
9. For all work performed in the United States of America, Supplier shall, for the duration of the order, comply with all guidance for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force as posted on saferfederalworkforce.gov, to include the flow down requirements stated on the website.
10. Supplier shall comply with the Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (the Recovery Act) and shall not discharge, demote, or otherwise discriminate against disclosing information that an employee reasonably believes is evidence of gross mismanagement or gross waste of US Federal Government funds (USGF), a substantial and specific danger to public health or safety related to the implementation or use of USGF, an abuse of authority related to the implementation or use of USGF, or a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to USGF to any of the following: The Board, an Inspector General, a member of Congress, a State or Federal regulatory or law enforcement agency, a supervisor over the employee, court or grand jury, and the head of a Federal agency. Nothing in this paragraph provides any rights to disclose classified information not otherwise provided by law.
11. Supplier shall comply with the 48 CFR 52.222-50 Combatting Trafficking in Persons (2019)
12. Terms of Payment: Net 60 unless otherwise specified on the face of this Purchase Order.
13. Price Protection: The price structure indicated on the face of this order is firm for the duration of the project. This order is not subject to escalation.
14. Material Certifications: Seller shall furnish to Buyer in a timely manner all shop drawings and/or submittals required to obtain approval of the goods and/or equipment furnished under this Purchase Order. The cost for the furnishing of these shop drawings and submittals is included with in the total cost of the Purchase Order. Seller shall make no substitutions whatsoever in any material or equipment to be delivered pursuant hereto without prior written authorization from the Buyer.
15. Complete Agreement: This Purchase Order represents the entire agreement between the parties and may not be amended or modified except in writing, signed by both parties prior to the effective date of any such amendment or modification. No other agreements, representations, warranties or other matters, oral or written, shall be deemed to bind the parties hereto.
16. Acceptance of Goods: Final inspection and acceptance shall be at the delivery point designated by Buyer. If any inspection or test is made by Buyer at Seller's facility or elsewhere, Seller shall provide reasonable facilities and assistance for the inspection personnel. Buyer may reject all goods supplied that are defective or nonconforming. Such rejected goods may be returned to Seller at its expense. Upon Buyer's request, Seller shall repair or replace defective goods at its expense. Failure to inspect goods, failure to discover defects in goods, or payment for goods, of themselves, shall not constitute acceptance or thereby limit any of Buyer's rights, including those under the warranty provisions of this order. At Buyer's request, Seller must maintain an inspection system acceptable to Buyer covering the goods furnished hereunder.
17. Acceptance of the terms and conditions of this P.O. by Seller will occur by Seller sending an acknowledgment to Buyer confirming the P.O., by Seller's commencement of work on the goods, by Seller's commencement to furnish services, or shipment of such goods or delivery of services, whichever occurs first.
18. In accordance with FAR 52.252-1 and 52.252-2, specific FAR and DFAR clauses and provisions apply to this Purchasing Contract as defined by the respective FAR or DFAR clause or provision. The list of applicable FAR and DFAR clauses and provisions can be found in the VENDOR PORTAL at www.oceanetics.com.