



PURCHASE TERMS AND CONDITIONS

1. Acceptance

The purchase order will not constitute a binding agreement until accepted by the seller acknowledging receipt and acceptance by returning to the Buyer acknowledgement. Acceptance of the purchase order constitutes acceptance of the terms and conditions set forth herein. If the buyer does not receive an acknowledgement of the purchase order duly executed by the Seller, any shipment or performance by the Seller pursuant to the purchase order shall constitute acceptance of the purchase order, including terms and conditions by the Seller. No modification of this purchase order will be binding upon the Buyer unless agreed to in writing by a duly authorized agent of the Buyer.

2. Definitions

“Buyer” means the entity to which Seller is providing Products or Services under the Contract.

“Seller” means the entity providing Products or performing Services under the Contract.

“Delivery Date” means the date or dates specified on the purchase order by which the Seller is required to deliver the product.

“Certificate of Conformance” (C of C) means a declaration from a non-consumable item supplier stating that the referenced product/material meets all requirements, standards and/or specifications

“Foreign Object Debris” (FOD) means a substance, debris or article alien to the vehicle or system which would potentially cause damage.

“Products” means tangible goods stated on the purchase order to be delivered on or before the Delivery Date.

3. Pricing

Seller’s prices shall not include any taxes or fees for which Buyer has furnished a valid exemption certificate or other evidence of exemption acceptable to the applicable government agency.

4. Changes

Buyer shall have the right by written notice to suspend or stop work or to make changes from time to time in the services to be performed by the Seller. If such changes cause a material increase or decrease in the amount, character or cost of such work an equitable adjustment of the prices and/or delivery schedule applicable to this purchase order shall be made and the purchase order shall be modified accordingly. Any claim by the Seller for adjustment must be asserted in writing within thirty days from the date of receipt by Seller of notification of the change or suspension and shall be followed as soon as practicable with specification of the amount claimed and supporting cost figures.

5. Inspection

All materials and supplies shall be subject to test and inspection. Reasonable test and inspection services shall be provided to the buyer without additional charge. All records of manufacture, inspection and testing are to be legible and stored for a minimum period of seven years unless otherwise specified. This clause confirms the rights of the Buyer, its customers and any regulatory authority, access to any facilities involved in the processing of the order and any records associated with that order upon request. All material supplied to include a Certificate of Conformance (C of C). The C of C is to be dated, signed by authorized representative of the Seller, lot number and/or date code and state quantity shipped.

6. Packaging and Shipping

All shipments should be packed in a manner to ensure proper protection and avoid damage during transit. The Seller shall package shipments free of FOD that may damage or contaminate product. Damage to any merchandise not packed in a proper manner and accepted by the Buyer will be charged to the Seller. The Seller shall not insure shipments FOB to the Buyer unless insurance has been specifically requested and stated by the Buyer in writing.

7. Delivery

Performance dates stated on the purchase order must be followed. Seller shall notify Buyer in writing of any anticipated delay in performance of this purchase order.

8. Indemnity

The Buyer shall be liable hereunder only for its own gross negligence, willful misconduct or bad faith. The Seller agrees to indemnify the Buyer and save it harmless against any and all liabilities, including judgments, liens, costs and encumbrances in any way arising from performance of this purchase order by Seller or by an of its vendors or subcontractors. Seller may be required by Buyer to provide a satisfactory release of liens as a condition of final payment.

9. Severability

If any provision of the purchase order is found invalid, illegal or unenforceable by law, the remainder of this purchase order will remain valid, enforceable and in full force and effect, and the parties will negotiate in good faith to substitute a provision of like economic intent and effect.

10. Disputes

Any dispute arising under this purchase order shall first be attempted in good faith to negotiate a resolution with senior management. Any dispute which is not disposed of by mutual agreement shall be submitted for arbitration under the rules of the American Arbitration Association and judgement upon any resulting award thereon may be entered in any court of competent jurisdiction.

11. Insolvency

The Buyer reserves the right to cancel this purchase order at no cost if the Buyer by notice thereof to the Seller, if the Seller takes or becomes subject to any proceeding based on insolvency or reorganization.

12. Laws

In the event the articles, materials and/or services covered by this purchase order are intended to be used directly or indirectly in the performance of a contract with the government, or with a prime or subcontractor of the government this order shall be deemed to include, in addition to all the terms and conditions set forth herein, all applicable provisions of such contract, laws, executive orders, and regulations of the United States required to be incorporated in this type of contract.

Seller in performance of the purchase order, warrants that it shall comply with all relevant Federal, State and Local laws, orders, rules and regulations.

13. Federal Acquisition Regulation (FAR)

Buyer makes purchases of materials for government end use, the following FAR clauses are applicable to purchase orders for commercial items under all government contracts:

52.203-7 Anti-Kickback Procedures.

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.

52.222-21 Prohibition of Segregated Facilities.

52.222-26 Equal Opportunity.

52.222-36 Equal Opportunity for Workers with Disabilities.

52.222-40 Notification of Employee Rights Under the National Labor Relations Act.

52.222-50 Combating Trafficking in Persons.

52.225-1 Buy American-Supplies.

52.246-2 Inspection of Supplies-Fixed-Price.