

PURCHASE ORDER TERMS AND CONDITIONS

1. ACCEPTANCE/AGREEMENT

This Purchase Order (including all drawings, specifications, and other documents attached to this Purchase Order or referred to in this Purchase Order) constitutes an offer by Customer to purchase goods and/or services on the following terms and conditions. No documents issued by Seller shall be effective to vary the terms contained in this Purchase Order. Any terms and conditions contained in quotations or similar forms of Seller or that may be proposed in any acknowledgment or acceptance which are additional to or different from these terms and conditions are hereby rejected and shall not become part of the purchase agreement without Customer's specific written consent. The invalidity in whole or in part of any provision of this offer shall not affect the validity of other provisions.

2. CHANGES

Changes to the requirements listed in this Purchase Order must be made by written Change Order. No employee of Customer or Seller has authority to agree to any other terms and conditions, specifications, drawings, or data, or change thereto, unless made in writing and signed by an authorized member of Customer's Purchasing Department. If any such change causes an increase or decrease in the cost, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly.

3. SPECIAL ORDERING PROCEDURE

Emergency or otherwise urgent Purchase Orders and Change Orders may be placed with Seller verbally by telephone. These Verbal Orders will be followed by a formal Purchase or Change Order marked "confirmation." Seller in accepting the Verbal Purchase Order agrees to proceed with work on the Purchase Order consistent with the terms and conditions herein contained.

4. SHIPMENT AND DELIVERY

TIME IS OF THE ESSENCE. If delivery of items or rendering of services is not completed by the time promised, Customer reserves the right without liability, in addition to its other rights and remedies, to terminate this Purchase Order by notice to Seller as to items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge Seller with any loss incurred. Delivery of items or performance of services more than 30 days in advance of the required date will not be accepted by Customer unless otherwise authorized in writing by Customer's Purchasing Department.

5. INVOICES

Invoices must be rendered in triplicate to the address specified on the front side hereof. Invoices are paid from the date of receipt of material or rendering of service and not on the basis of Seller invoice date. All taxes shall be stated separately. Payment of invoices shall not constitute acceptance of goods or services and shall be subject to adjustment for shortages, defects, or other failure of Seller to meet the requirements of the Purchase Order. Customer may at any time set off any amount owed by Customer to Seller against any amount owed by Seller or any of its affiliated companies to Customer.

6. REMEDIES

Customer shall have the right to cancel this Purchase Order or any partial order if merchandise conforming to specifications is not shipped at the time and in the quantities herein set forth, or if it shall be alleged that goods sold to Customer hereunder infringes any patent, trademark or copyright, or was manufactured or sold to Customer in violation of any statute, ordinance, administrative order, rule, regulation, or if Seller refuses to furnish appropriate guarantees to protect Customer as permitted by law. Customer's remedies shall be cumulative, and remedies herein specified do not exclude any remedies allowed by law.

7. DISCOUNT FOR PROMPT PAYMENT

Discount payment shall begin on the date of receipt by Customer of the items billed or on the date the invoice is received, whichever is later.

8. QUANTITIES

Seller agrees that shipments shall equal exact amounts ordered unless otherwise authorized by Customer by Change Order, that over-shipments may be returned to Seller at its sole risk and expense and that, if return is made, Seller will be debited for incoming freight charges in direct proportion to the overage received.

9. WARRANTY

Whether or not Seller is a merchant of goods and/or services, Seller warrants that all goods and/or services provided by it shall be of good quality and workmanship and free from defects. Further, all goods are merchantable and suitable and sufficient for their ordinary use, and safe and appropriate for the purpose for which they are normally used. Seller further warrants that any telephone apparatus or equipment furnished hereunder will comply with Part 68 of the rules of the Federal Communications Commission (47CFR Subparagraph 68.1, et seq.) as applicable. None of the remedies available to Customer for the breach of any of the foregoing warranties may be limited except to the extent and in the manner agreed upon by Customer in a separate written agreement specifically designating such limitation and signed by an authorized representative of Customer's Purchasing Department. Seller warrants that it has good title to goods supplied hereunder and that they are free of all liens and encumbrances. These warranties are in addition to those implied in fact or in law.

10. INSPECTION

All items and services ordered will be subject to final inspection and approval by Customer within 30 days of receipt. Articles or services which do not comply with the terms of the Purchase Order or which contain defects in material or workmanship or other discernable breaches of warranty will be rejected by Customer. Seller agrees to replace or repair rejections at its expense, including outbound and incoming freight charges within a time span not to exceed normal production of the item concerned from date of rejection by Customer.

11. DEFAULT

Should Seller fail to perform or comply with any of the provisions of the Purchase Order, Customer may terminate the Purchase Order in whole or in part and may consider such failure as a breach of this contract. Seller shall be responsible for any loss by, expense to, or claim against Customer arising from said breach. Customer expressly retains all rights and remedies provided by law or in equity in case of such breach, and no action or inaction by Customer shall constitute a waiver of any right or remedy.

12. PATENTS

Seller agrees upon receipt of notification to promptly assume full responsibility for defense of any suit or proceeding which may be brought against Customer or its agents, customers, or other vendors for alleged patent infringement, as well as any suit or proceeding alleging unfair competition resulting from similarity in design, trademark, or appearance of goods or services furnished hereunder, and Seller further agrees to indemnify Customer, its agents, and customers against any and all expenses, losses, royalties, profits, and damages including court costs and attorney's fees resulting from any such suit or proceeding including settlement. Customer may be represented by and actively participate through its own counsel in any such suit or proceeding if it so desires and the costs of such representation shall be paid by Seller. Where the alleged infringement is limited to products or services which were not provided in strict conformance to specifications furnished by Customer, and not originating with Seller, Seller shall have no duty to defend and indemnify Customer. However, Seller shall have the obligation to cooperate in the investigation and defense of such claim.

13. FORCE MAJEUR

Neither Seller nor Customer shall be liable to the other or responsible for non-performance of any of the terms of the Purchase Order due to unforeseeable causes beyond the reasonable control and without the fault or negligence of either party, including, but not restricted to acts of God or the public enemy, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.

14. INDEMNITY AND INSURANCE

Seller agrees to indemnify and save harmless Customer, its agents, employees, or customers from and against any and all losses, claims, and suits (including costs and attorney's fees) and without limiting the generality of the foregoing by reason of liability imposed by law upon Customer, its agents, or employees arising out of or in consequence of the performance of this Purchase Order, including but not limited to damages for personal injuries to, or death of, Seller's employees, its subcontractor's employees, or third persons, and on account of damage to property, including loss of use thereof whether such injuries to persons or damage to property is due or claimed to be due to the negligence of Seller, its subcontractor, Customer, their agents and employees, except only such injury or damage as shall have been occasioned by the sole negligence of Customer. Solely at the option of Customer, Seller may be required, before commencement of deliveries or performance of service, to deliver a Certificate of Insurance evidencing that Seller has certain minimum coverage amounts to be specified at the exercise of the option of any or all of the following types of coverage:

- (a) Statutory Worker's Compensation and occupational disease;
- (b) Employer's liability;
- (c) General liability, including contractor's protective liability and blanket contractual liability for both personal injury and property damage;
- (d) Automobile liability, including non-owner automobile liability for both personal injury and property damage.

The Certificate of Insurance herein above specified shall reflect that Customer and Aerotek Design Labs LLC are additional insured's under all general and automobile liability policies and shall contain a clause reading as follows: The insurance provided by these policies will not be materially changed or cancelled without 30-day prior written notice being given to Customer. Failure of Seller or Seller's insurance carrier to defend or indemnify Customer in the event of loss, liability, or claim, after reasonable notice to do so, shall be considered a default by Seller and sufficient cause for termination of this Purchase Order. In the event the Certificate is not furnished to the Customer, the Customer may forthwith terminate this Purchase Order without any further responsibility to Seller.

15. HAZARDOUS MATERIALS

Seller will provide to Customer before shipping of the items or provisioning of service, a statement describing any "hazardous materials" contained therein or intended to be used to perform a service. "Hazardous materials" means any item which may be classified under either federal or state law as hazardous. The statement must describe the "hazardous material" in sufficient detail to allow Customer to properly handle and dispose of the item. Seller will immediately notify Customer of any products sold hereunder which fail to comply with an applicable safety rule or standard of the Consumer Products Safety Commission or the Environmental Protection Agency.

16. COMPLIANCE WITH LAWS

Seller certifies and warrants that the items furnished or the services provided herein shall be in strict conformity with all applicable local, state, and federal statutes including, but not limited to, the standards promulgated by the Occupational Safety and Health Act. Executive order 11246, as amended, relative to Equal Employment Opportunity and all other applicable laws, rules, and regulations, including the Civil Rights Act of 1964 relative to equal opportunity. Section 503 of the Vocational Rehabilitation Act of 1973, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 are expressly incorporated herein by reference. Seller shall hold Customer harmless from any liability resulting from failure of such compliance.

17. CANCELLATION/TERMINATION

Customer may at any time terminate this Purchase Order in whole or in part for its sole convenience upon written notice to Seller. Customer may cancel or refuse to accept or may return at Seller's expense any goods if Seller fails to deliver the goods within the delivery time specified herein. In such event Customer shall have no liability to Seller as a result of such termination. Customer may terminate work under this Purchase Order immediately if Seller does not begin work or fails to complete any or part of the services as scheduled. Customer shall provide written notice of termination whereupon Seller will stop work on the date specified. Customer will pay Seller the Purchase Order price for finished work accepted by Customer and the actual incurred cost to Seller for work in progress. These payments shall not exceed the aggregate price specified in this Purchase Order. In the event of termination for cause, Customer may purchase or otherwise acquire goods or services elsewhere on such terms and in such manner as Customer may deem appropriate and Seller shall be liable to Customer for any excess cost or other expenses incurred by Customer.

18. RISK OF LOSS

Notwithstanding anything to the contrary contained herein and regardless of which party designates the shipper or shippers to be used or the destination of delivery for the goods and services provided hereunder, the parties herein agree that the risk of loss for the goods shall not pass to Customer until the same have been delivered to and accepted by Customer.

19. ASSIGNMENT

No assignment of Seller's obligation to perform under this Purchase Order may be made without the prior written consent of Customer. The Purchase Order may be cancelled by Customer without any liability whatsoever if unauthorized assignment is made.

20. MISCELLANEOUS

The construction, interpretation, and performance of this Purchase Order shall be governed by and construed in accordance with the domestic laws of the state in which the goods will be accepted or the services performed. No waiver of any provision herein shall be construed as a waiver by Customer of its right to insist upon compliance therewith in the future. This Purchase Order embodies the entire agreement of the parties, and no other understandings or agreements, verbal or otherwise, in relation thereto exist between the parties. The paragraph headings in this Purchase Order are for the convenience of the parties and shall not affect the construction of the provisions hereof.