

DME INTERCONNECT INC.

PURCHASE ORDER TERMS AND CONDITIONS (DME-198 Rev. A 8/21/19)

1. Acceptance:

This Purchase Order must be accepted in writing by Seller. If for any reason Seller should fail to accept this order in writing, the shipment of any goods ordered hereby, the furnishing of any service called for hereunder or the acceptance of any payment by Seller hereunder or any other conduct by Seller which recognizes the evidence of a contract pertaining to the subject matter hereof shall constitute an unqualified acceptance by Seller of this order and all of its terms and conditions. Any terms and conditions proposed in Seller's acceptance of Buyer's offer or in any acknowledgment, invoice, or other form used by Seller that add to, vary from, or conflict with the terms herein are hereby objected to unless specifically accepted in writing by Buyer. Any such proposed terms shall be void and the terms and conditions of this order (1) shall constitute the complete and exclusive statement of the terms and conditions of the contract between the parties, (2) shall apply to each shipment received by Buyer from Seller hereunder and (3) may hereafter be modified only by written instrument executed by the authorized representatives of both parties.

2. Specifications:

Seller shall comply with all specifications stated in this order and (unless the goods called for by this order are standard commercial products not intended as component parts of or as equipment or as accessories for Buyer's products) with all applicable Government specifications. Seller must comply with all the purchase order quality notes stipulated on the Purchase Order.

3. Inspection; Rejection:

a. Seller shall provide and maintain, without additional charge to Buyer, an inspection system which complies with all specifications stated in this order and in the absence of such specifications, Seller shall be required to provide and maintain, without additional charge to Buyer, an inspection system, which is acceptable to Buyer, Buyer's customer and where applicable, the Government. Seller shall tender to Buyer for acceptance only goods that have been inspected in accordance with the appropriate inspection system and have been found by Seller to be in conformity with all requirements of this order. As part of the inspection system, Seller shall prepare records evidencing all inspections made under the system and the outcome of such inspections. These records shall be complete and made available to Buyer during performance of this order and for ten (10) years after final payment. Buyer may perform reasonable reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph.

b. Buyer, Buyer's customer and the Government shall have the right to inspect and test the material and workmanship of all goods required under this order at all places and times during normal business hours including, when practicable, during the period of manufacture; and if any such inspection or test is made on the premises of Seller, Seller shall furnish, without additional charge to Buyer, all reasonable facilities and assistance for the safe and convenient performance of the inspection test.

c. Notwithstanding (i) prior inspection, (ii) payment for, (iii) use of the goods ordered hereunder, (iv) passage of title, or (v) execution of a DD-250 or other acceptance document, Buyer shall have the right

to reject any of such goods which do not conform to all requirements of this order. Such right shall be exercisable within the period provided in Buyer's applicable specification, or elsewhere in this order, but in any event, not less than one (1) year following Buyer's receipt of the goods called for hereunder. All such rejected goods shall be returned to Seller at Seller's risk and expense, (transportation collect declared at full value, unless Seller advises otherwise), for full credit, replacement or refund (at Buyer's option) excepting, however, those goods which Buyer elects to repair at Seller's expense or to retain at an equitable reduction in price. Rejected goods shall not again be tendered for acceptance without disclosure of former rejection. Buyer's rights under this subparagraph shall be in addition to and shall not be deemed to diminish its rights under this paragraph or under the paragraph hereof entitled "Warranty."

d. Buyer reserves the right to reject all or any part of any delivery that varies from the quantity authorized by Buyer for shipment.

4. Warranty:

a. Seller warrants to Buyer, its successors, assigns, customers, and users of goods sold by Buyer that all goods provided hereunder shall be (i) merchantable; (ii) new; (iii) free from defects in material and workmanship; (iv) with regard to goods designed by Seller, free from defects in design; (v) suitable for the purposes intended whether expressed or reasonably implied; (v) in compliance with all applicable specifications, drawings, and performance requirements; and (vi) free from liens or encumbrances on title. Delivery, inspection, test, acceptance, use of, or payment for the goods furnished hereunder shall not affect Seller's obligation under this warranty, and such warranty including all other warranties, express or implied, shall survive delivery, inspection, test, acceptance, payment, and use. Seller agrees to correct defects in or replace any goods not conforming to the foregoing warranty promptly, without expense to Buyer, when notified of such nonconformity by Buyer, provided Buyer elects to provide Seller with the opportunity to do so. Deliveries of corrected or replaced goods shall be accompanied by a written notice specifying that such goods are corrections or replacements. In the event that Seller fails to correct defects in or replace nonconforming goods promptly, Buyer, after reasonable notice to Seller, shall have the right to correct or replace such goods and charge Seller for the cost incurred by Buyer in doing so, such right to include, without limitation, Buyer's right to deduct or set off pursuant to Paragraph 8d hereof. Buyer's approval of Seller's samples or first articles shall not be construed as a waiver by the Buyer of any requirement of the drawings, specifications, specified performance requirements, and/or other reference descriptions applicable hereto or of any express or implied warranty.

b. In the event of Seller's delivery of defective or nonconforming items or Seller's breach of warranty, Buyer may, at its election and in addition to any other rights or remedies it may have at law or equity or under this order, recover from Seller any costs of removing such items from property, equipment or products in which such items have been incorporated and any additional costs of disassembly, fault isolation, failure analysis, reinstallation, reinspection, scrappage, retesting, manufacturing and remanufacturing.

c. If services or technical data are to be provided by Seller hereunder, Seller warrants to Buyer that such services and/or technical data have been performed or prepared in a professional and workmanlike manner.

5. Infringement Indemnity:

a. As to the goods provided hereunder, Seller shall be liable for and shall indemnify and save Buyer and each subsequent purchaser or user thereof, harmless from any infringement claim, suit or action, including proceedings alleging that the manufacture, use or sale of such goods infringes any patent, trademark, copyright, semiconductor chip product mask work right or other proprietary right; except, however, that when such alleged infringement arises as a necessary consequence of Seller's compliance with specifications or designs furnished by Buyer which specifically describe that aspect of the goods on which such alleged infringement is based, then Buyer shall be liable and shall save Seller harmless therefrom, but this exception shall not apply if the subject matter giving rise to the claim for infringement either (i) was derived from, or selected by Seller, or (ii) relates to materials or compositions, or processes relating to materials or compositions.

b. The party against whom such infringement claim is made, or such suit or action is commenced, shall promptly notify the other party in writing. The party required to indemnify under the provisions of paragraph a. hereof shall promptly assume and diligently conduct the entire defense of such alleged infringement at its own expense, provided that such party receives prompt written notice of such claim, suit, or action if such is commenced against the other party. Insofar as its interests are affected, the other party shall have the right, at its own expense and without releasing any obligation, liability, or undertaking of the party required to indemnify, to: (i) cooperate in the defense of such claim, and (ii) with permission of the court, to intervene in any such suit or action.

c. Notwithstanding any of the above provisions, Buyer shall have the further right, at its own election, to supersede Seller in the defense of any such alleged infringement and thereafter to assume and conduct the same according to Buyer's sole discretion. Further, Seller, if requested in writing by Buyer, shall cooperate with Buyer in Buyer's defense of any alleged infringement claim.

6. Shipping and Billing Instructions:

a. Unless otherwise specified, standard commercial preservation, packing and packaging is acceptable. Do not submit any charges for packaging or boxing since Buyer will not allow such charges. Do not combine in the same container material for different receiving locations. All items shall be packaged in accordance with good commercial practice in a manner sufficient to ensure arrival in an undamaged condition. Seller shall be responsible to Buyer for all direct and indirect costs or damages incurred by Buyer, as a result of, or caused by, improper packing, or packaging. Seller shall give notice of shipment to Buyer at the time of delivery of any shipment of items to a carrier for transportation.

b. Exterior containers must be marked with the following: (i) DMEI part number; (ii) date/lot code; (iii) quantity; and (iv) any other special markings called for by this order.

c. The bill of lading must reference purchase order number and, correct ship to address. When delivery point is F.O.B. Origin, make NO declaration of value on bill of lading EXCEPT where a declaration of value will result in lower total cost of shipment. The original copy of the bill of lading shall be retained by Seller for one (1) year and provided to Buyer's Traffic Department if requested.

d. On orders where Buyer pays for or reimburses Seller directly for shipping costs, ship in accordance with routing instructions furnished by Buyer. If such instructions are not received, Seller shall secure the least expensive transportation method consistent with good commercial practice for protection and

shipment of the goods shipped. When delivery is to be in accordance with Buyer's written releases, Seller shall not procure, fabricate, assemble or ship any item except to the extent authorized by Buyer in such written releases. Seller will at its expense ship by express or air shipment or by the most expeditious way if the delivery schedule is endangered for any reason other than Buyer's fault.

e. Include with each shipment of goods a packing slip which displays (i) the purchase order number; (ii) the item nomenclature/description; the item part number; the item National Stock Number (where applicable); the item serial number (where applicable) and (iii) the quantity of items.

f. Render a separate invoice in duplicate to Buyer's Accounts Payable Department on the day of each shipment made pursuant to this order and indicate thereon; (i) the location to which the item has been shipped; (ii) the purchase order number; (iii) the item nomenclature/description; the item part number, the item National Stock Number (where applicable); the item serial number (where applicable) and (iv) the quantity of items shipped.

g. Address all Test Reports, when required, to the Department at the plant to which the goods are shipped. Test Reports must be in Buyer's possession at the time the goods are received.

7. Changes:

a. Buyer may, at any time and without notice to sureties (if any), unilaterally make changes within the general scope of this order. Subject to paragraph c. hereof, if any change under this clause causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in price or delivery schedule or both, and the order shall be modified in writing accordingly. Any claim by Seller for adjustment under this clause, however, must be submitted in writing in the form of a complete change proposal or as otherwise to Buyer's satisfaction, fully supported by factual information, to Buyer's Purchasing Department not later than fifteen (15) days after the date of receipt by Seller of the change order, or within such extension of that fifteen-day period as Buyer, in its sole discretion, may grant in writing at Seller's request. No claim for an equitable adjustment hereunder shall be allowed if it is asserted after final payment in this order.

b. No change will be binding on Buyer unless issued in writing by an authorized representative of Buyer's Purchasing Department.

c. Notwithstanding the above or any other provision of this order, the Seller hereby agrees that no changes to the goods which may be required in order to meet the specified performance requirements of this order shall entitle the Seller to any adjustment in either price or delivery.

d. Notwithstanding the pendency of any claim for an adjustment submitted by Seller hereunder, Seller shall diligently proceed with the performance of the order, as directed by Buyer, and nothing herein shall be construed as relieving Seller of its obligations so to perform, including without limitation the failure of the parties to agree upon Seller's entitlement to, or the amount or nature of, any such adjustment.

8. Assignment and Set off:

a. Performance of this order shall not be assigned by the Seller in whole or in part without the prior written consent of Buyer. Any prohibited assignment by Seller shall be null and void, shall be deemed a material breach of this order, and Seller shall remain liable to Buyer for full performance of its

covenants, duties, liabilities and obligations hereunder. This shall in no way affect Buyer's right to assign this order.

b. All claims for money due or to become due from Buyer shall be subject to deduction or set off by the Buyer by reason of any counterclaim arising out of this or any other transaction with Seller.

9. Buyer - Furnished Materials, Tooling and Equipment:

a. Unless otherwise stated in this order, Seller shall supply all material, equipment, tools and facilities required to perform this order. Title to all such property furnished to Seller by Buyer, Buyer's Customer or the Government, or the acquisition of which was directed or paid for by Buyer, and any replacements thereof, or any materials affixed or attached thereto (all hereinafter collectively referred to as "Articles") shall be and remain in Buyer, Buyer's Customer or the Government as the case may be, with the right to possession in Buyer. Seller shall bear the risk of loss of all Articles while in Seller's custody or control or that of Seller's suppliers. Seller shall keep all Articles insured at Seller's expense against loss and damage in an amount equal to the cost of replacement.

b. Seller agrees, as a material condition of this order, that it will (i) label, identify and segregate any and all material, tooling, and equipment (hereinafter referred to as "material") delivered to Seller by Buyer in connection with this order in such fashion as to clearly identify such material, as being the property of Buyer, Buyer's Customer or the Government, as the case may be, at all stages of its possession by Seller, (ii) prevent the commingling of said material with other material in the Seller's possession except in accordance with applicable Buyer specifications or Buyer's written approval, and (iii) assume responsibility for all taxes with respect to said material at all times and if FOB Destination, while in the hands of carriers. The clause set forth in FAR 52.245-17 "Special Tooling," is hereby incorporated by reference and made a part of this order; provided, however, that as used therein the term "Contracting Officer" shall be deemed to refer to Buyer's authorized representative and the term "Government" shall be deemed to refer to Buyer except in paragraphs (e)(1), (i)(1) and (i)(4) where the term will be interpreted as referring to either the Government or Buyer.

c. Seller is required to account to Buyer for the proceeds from the sale of scrap generated during the performance of this order by the processing of material furnished by Buyer. When Buyer furnishes any material, in whole or in part, for the manufacture of parts or assemblies, Seller shall not substitute material from any other source.

10. Force Majeure:

Buyer may delay Seller's delivery, Buyer's acceptance or Buyer's payment for the goods when such delays are occasioned by causes beyond Buyer's control. Seller shall hold such goods at the direction of the Buyer and shall deliver them when the cause affecting the delay has been removed. Buyer's sole liability and Seller's sole remedy for any such delay shall be limited to Seller's direct additional costs in holding the goods or delaying performance of this order in excess of six (6) months. Causes beyond Buyer's control may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather.

11. Compliance with Laws: In the performance of this order, Seller shall comply with all applicable federal, state and local laws, ordinances, rules and regulations. Seller hereby certifies that the

goods called for by this order have been or will be produced in compliance with the Fair Labor Standards Act of 1938 (29 U.S. Code 201-219) and, insofar as applicable to this order, the Walsh-Healey Public Contracts Act (41 U.S. Code 35-45) and the Work Hours Act of 1962 (40 U.S. Code 327-332), and any amendments thereto, as well as with the provisions of any other federal law with respect to labor relations, minimum wages and hours of employment, now in effect or hereafter enacted, and with any and all rules and regulations issued under each and every such act. Seller agrees that this certification may be considered as the certificate contemplated by the amendment dated October 26, 1949, to the Fair Labor Standards Act of 1938.