

1. COMPLETE AGREEMENT

The terms of this Purchase Order ("PO") Terms and Conditions exclusively represent the entire agreement between the Buyer ("Zin Technologies, Inc." or "ZIN") and Seller. The expressed terms of this PO supersede any oral or written communication expressed between the Buyer and Seller, course of dealing or usage of trade. No variation in any of the terms, conditions, deliveries, prices, quantity or specification of this order shall be effective without Buyer's written consent, regardless of the wording in Seller's acknowledgement. All Seller exceptions to these PO Terms and Conditions, if any, shall be made in writing at the time of PO confirmation. Buyer shall have the right to accept or reject any such exception in its sole discretion.

2. ACCEPTANCE OF PURCHASE ORDER

Acceptance of the PO, whether by written acknowledgement or by performance by Seller, whichever is indicated on the PO itself, shall be upon the terms and conditions of the PO and any set forth in any supplemental amendments or appendices. Any supplements documents shall be attached hereto and herein referenced to. No other terms or conditions shall be binding on the Buyer unless Buyer provides written approval thereof to Seller.

3. DELIVERY AND SCHEDULE OF PERFORMANCE

Time is of the essence in the performance of the PO and delivery must actually be affected within the time stated on the PO Unless otherwise indicated, all deliveries shall be made by the PO promise delivery date, to the delivery address. Delivery hours are 7:30 am to 4:00 pm, M-F. Remedies for failure to deliver or late delivery are specified in the remedies clause and shall also include equitable downward adjustment in price, liability of the Seller for premium shipping costs, and recovery by the Buyer of expenses related to necessary work around while items are not available. Seller is liable for shipping and inspection costs for any delivered lots in excess of the contractually scheduled quantity. The defense priority rating of this contract, if applicable, is indicated on the face of the Purchase Order.

Seller is required to follow all provisions of the Defense Priorities and Allocations System regulation (15 CFR 700), Federal Acquisition Regulation (FAR) 11.6, and all other applicable regulations in obtaining controlled materials and in ordering and manufacturing components and materials for the PO.

Seller shall reference the defense priority rating on their own subcontracts and purchase orders. Seller shall provide adequate assurance of performance in detail whenever requested. Failure to provide such written assurance in a reasonable time, as is adequate under the circumstances, but not exceeding ten (10) business days, constitutes repudiation of the PO by the Seller.

4. NOTICE OF DELAY AND DELAYED DELIVERIES

Should there be any delay in the delivery of the goods and/or services described in the PO, not due to the fault of the Seller, but due to a work stoppage, strike, labor dispute, slowdown, or any other voluntary cessation of work, and which said delivery date is likely to cause an unreasonable delay in the progress of performance of the PO, the Seller shall immediately notify buyer. The Buyer shall have the right to demand adequate assurance of the goods and/or services to be delivered as of the date stated in the PO. Should Seller fail to provide adequate assurance, Buyer may terminate this PO after giving the Seller reasonable notice of the intention to claim such default. Should Buyer agree to modified delivery dates after receipt of notification from the Seller of such delay, the Seller shall continue to notify Buyer of any significant changes in delivery status.

5. ACCEPTANCE OF GOODS AND/OR SERVICES

Goods and/or services sold pursuant to the PO shall only be accepted by the Buyer upon satisfactory and timely delivery of the goods and/or services.

6. ASSIGNMENT AND SUBCONTRACTS

Neither the PO nor any interest under it shall be assignable or subcontracted by the Seller, without the written consent of the Buyer. Any assignment or subcontract of this PO by the Seller, in whole or in part, voluntarily, by operation of law, or otherwise, without the prior written consent of the Buyer, shall be void.

7. SUB-TIER FLOWDOWN

The Seller shall request, in writing, to the Buyer, approval to use a sub-tier supplier to manufacture ZIN Technologies, Inc. parts. If written approval is given by the Buyer, the Seller shall flow down all Buyer requirements in the purchasing documents, including the quality requirements in the document, and key characteristics, if applicable.

8. QUANTITY

Buyer is not required to accept any over shipments or shortages, except as authorized herein, regardless of usage of trade or Seller's standard practices.

9. PRICE WARRANTY

The Seller warrants that the price of each item covered by the PO is the lower of the price(s) shown on the face of the PO or the Seller's price to other customers for like quantities and specification.

10. CHANGES

- A. BUYER – Buyer shall have the right, at any time, to make changes or revisions, by written Change Order to the PO. Such changes shall be within the general scope of the original PO and may modify the drawings, designs, specifications, quantities, delivery schedules, method of shipment or packaging, place of inspection or acceptance, and/or point of delivery and Seller agrees to be bound thereby. Interchange and liaison with Buyer's technical personnel shall not vest

Seller with authority to change the specifications, terms, or provisions of the PO unless it is evidenced in writing by an authorized procurement representative of the Buyer. If such authorized written changes result in delay or any increase or decrease in cost, Seller shall notify Buyer immediately and negotiate an equitable adjustment, provided, however, that Seller shall in all events proceed diligently to supply the items or perform the contracted goods and/or services as so changed. No claim by Seller for such equitable adjustment shall be valid unless accompanied by proper explanation and justifications and submitted by Buyer in writing within fifteen (15) business days from the date of such change. Seller shall not suspend performance of the PO while Buyer and Seller are in the process of making such changes and any related adjustments, and, if released in writing by Buyer, Seller shall comply with and perform such change in accordance with the terms of these PO Terms and Conditions during such time. No substitutions shall be made in the PO without the prior written authority of the Buyer.

- B. SELLER – The Seller shall notify Buyer, in writing, of any changes in product or process definition.

11. RIGHT OF ACCESS

The Seller shall allow right of access by Buyer, their customers and regulatory authorities to all facilities and to all applicable records involved in the Purchase Order.

12. SUPPLIER QUALITY REQUIREMENTS

- A. INSPECTION – The Seller shall have a system for inspection and for prevention and detection of nonconforming products.
- B. FIRST ARTICLE INSPECTION – If requested, the Seller must provide Buyer with a complete AS9100 first article on the first production run of a new part. As AS9100 delta first article may be performed on revision changes.
Note: Not applicable on raw material.
- C. SOURCE INSPECTION – If required by PO, the Seller shall support product source inspection performed by Buyer and their customers or customer's representative. Source inspection does not relieve the Seller of the responsibility for the quality of the product. At the time of source inspections, Seller shall make available to the inspector copies of all applicable drawings, specifications, required process sheets, and preservations and packaging data. Seller shall furnish any source inspection reports and specified certificates of conformance or test data whenever presenting or shipping items for inspection. Seller, without additional cost to Buyer unless otherwise specified herein, shall provide all reasonable facilities and assistance for the inspector's safety and convenience. All inspections and tests of the product at the Seller's facility shall be performed in a manner so as to not unduly delay work. Unless otherwise

specified, all source inspected items will be subject to final inspection and acceptance by the Buyer within ninety (90) calendar days of receipt at Buyer's location regardless of any prior payment or source inspection acceptance, subject to the warranty clause.

Notwithstanding anything to the contrary provided for in Article 5. Acceptance of Goods and/or Services, acceptance at Buyer's location will be considered final except for latent defects, fraud, or gross mistakes as amount to fraud. Upon resubmittal, any defective items, which have been repaired or reworked, are subject to source inspection. Replacement or correction of rejected items shall not be made unless so authorized on Buyer's returned-material shipping documents as Buyer may impose source inspection of previously rejected items without liability for additional source inspection charges.

- D. CALIBRATION – The Seller shall control the calibration of all measuring equipment traceable to a national standard such as, ANSI/NCSL 2540-1 or ISO-10012-1, utilized to accept product. It is the responsibility of the Seller to return any customer furnished equipment to the Buyer prior to the calibration due date.
- E. TOOLING – Tooling or any equipment provided to the Seller in support of the PO shall be handled and stored in an appropriate manner to avoid damage. Such tooling or equipment is to be used exclusively for the benefit of Buyer.
- F. NONCONFORMANCE – The Seller shall notify the Buyer of any nonconformance of process, raw material or parts found during or identified after product shipment. Nonconforming materials or parts will be documented and shall indicate the nature of the discrepancy. Buyer reserves the right to reject all non-confirming, (as determined by Buyer's Inspectors) materials, fabricated parts, etc. and the same shall be returned to Seller, at Seller's cost, without Buyer incurred restocking or any other fees, unless Seller is able to correct or replace the non-conforming item within a delivery schedule acceptable to Buyer.
- G. CONTROL OF DOCUMENTS – The Seller shall control all documents supplied by Buyer pertaining to the PO. It is the responsibility of the Seller to destroy any documents provided by Buyer that are obsolete or superseded.
- H. CERTIFICATIONS AND TEST DATA – The Seller shall provide certification of conformance and, where applicable, test data with each shipment. When a test report is specified on the PO, the signature of the authorizing personnel and date are required on the test report. Test reports will include identification of special processes, supplier name, actual values, specifications, specification revisions, and PO number.

- I. RECORDS – In addition to the records required with each shipment, the Seller shall retain all documents and records pertaining to the PO, including raw material certifications, production records, processing certifications, inspection records and nonconformance records for a minimum of ten (10) years. The Seller shall notify Buyer in writing, prior to destruction of any records pertaining to Buyer's order. If requested, the supplier shall provide Buyer with copies of the records pertaining to a PO within one (1) business day.
- J. CERTIFICATIONS – Suppliers who are certified to an established standard such as ISO 9001, AS9100, ISO 17025, etc. shall immediately notify Buyer if their certification expires or is revoked.

13. SHELF LIFE

No goods with a shelf-life date will be shipped to the Buyer with less than 80% of the full shelf life as determined by the original manufacturer unless previously approved in writing by the Buyer. The expiration dates shall be clearly recorded on the packaging or shipment documents.

14. WARRANTY

Seller expressly warrants to the Buyer and its customers that the articles described in the PO shall be free from defects in workmanship and materials and shall strictly conform to applicable specifications, drawings, and any approved samples, and, if of Seller's design, will be free from design defects and fit for the intended purpose.

The warranty shall expire one (1) year from the delivery date, except in cases of fraud or gross mistakes, including negligent acts or omissions. Seller agrees to indemnify Buyer and its customers for all liability, loss, and expenses of a breach of warranty, including costs of tests performed in determining that a breach has occurred, costs of disassembly and re-assembly, and reasonable attorney's fees and costs of litigation. Notice of breach shall be deemed sufficient if given within thirty (30) calendar days after discovery thereof by Buyer.

15. REMEDIES

In addition to the particular remedies specified in the other provisions of this Purchase Order, the following remedies apply as well as other remedies available at law:

- A. SPECIFIC PERFORMANCE – where procured items are unique, long lead, sole sourced, made to Buyer specification, or for any reason deemed by the Buyer to be critical or unavailable elsewhere, the Buyer may demand specific performance in addition to any other remedies of breach; or
- B. TERMINATION FOR DEFAULT –In the event the Seller fails to comply with the specifications, terms, and conditions of the PO, the Buyer reserves the right to cancel the PO, or any part thereof, without prejudice to its other rights, and

Seller agrees that Buyer may return at Seller's expense, part or all of any shipment so made and may charge Seller with actual or direct loss or expense, sustained as a result of such failure to comply; or

- C. **TERMINATION FOR CONVENIENCE** – Should the Buyer determine that termination is in the best interests of the Federal Government or its customers, it shall have the right to terminate the PO for its convenience, all or any separable part of the PO, at any time by written notice to the Seller. Written notice will specify whether the termination is for default or for the convenience of the Seller or its customer, the extent of work terminated, and the effective date of termination. On the date of such cancellation as stated in the notice, Seller shall discontinue all work pertaining to the PO and shall cancel all existing orders on the best possible terms, and shall preserve and protect goods on hand purchased for or committed to the PO, if applicable
- D. **REJECTION AND REVOCATION OF ACCEPTANCE** – In the event goods and/or services are rejected during inspection or if acceptance is revoked, Buyer may, at their option: (1) return all or part of the defective items to Seller at full billing price plus freight, testing, inspection, and handling and require correction or replacement. (2) Retain defective items and equitably reduce the price or make such improvements or alteration at Seller's expense as Buyer may deem necessary to meet contract requirements, and/or, (3) Return defective items at Sellers' expense and terminate the order for a cause.

Supplier shall provide with each shipment as applicable in the purchase order:

- ☐ **Certificate of Conformance** stating that all materials and processes used to produce the subject part as described on the PO conforms to the PO specifications and drawing requirements.
- ☐ **Material Safety Data Sheets** (MSDS) for all chemical products.
- ☐ **Certificate of Analysis** certifies the quality and purity of chemicals.
- ☐ **Material Test Report** is a certified quality assurance document from a testing facility that outlines the chemical makeup and physical properties of materials required to meet certain ASME, ASTM or API standard.

Failure to provide the required documentation may result in a rejection of the shipment by our incoming inspection, delayed seller payment and/or possible disqualification of our company as a supplier.

16. PAYMENTS

Payments for goods fully received or services fully completed will be made in accordance with any payment and discount terms set forth on PO. If no terms are specified, payment shall be made within thirty (30) calendar days after either receipt of goods or completion of services, or date of receipt of correct invoice, whichever date is later. No payments shall be made for goods and/or services received, lacking the required documentation as specified in the PO.

17. COMPLIANCE WITH LAWS

Seller represents and warrants that no federal or state statutes or regulations, or municipal ordinance or local laws, has been or will be violated in the sale, and delivery of any good or service sold and delivered hereunder. If such violation has or does occur, in the performance of the PO under this Article 17, the Seller shall indemnify and hold Buyer harmless from all loss, penalties, or the payment of all sums of money on account of such violation, and to reimburse Buyer for, any and all costs, damages and expenses (including attorney's fees) suffered directly or indirectly through failure of Seller to comply with any such law, regulations, or order.

18. STOP-WORK ORDER – FAR 52.242-15

Buyer may order Seller in writing to suspend, delay or interrupt all or any part of the work for a period not to exceed ninety (90) consecutive days. An adjustment shall be made for any directly resulting increase or decrease in the cost of performance. Adjustment shall also be made in the delivery or performance dates and any other contractual provisions affected. However, no adjustment shall be made to the extent that performance would have been so suspended, delayed or interrupted by any other cause including the fault or negligence of Seller. Also, no adjustment shall be made under this clause for any suspension, delay or interruption for which an equitable adjustment is provided for or excluded under any other provision of this contract. No claim under this clause shall be allowed unless the claim in a stated amount is asserted in writing within fifteen (15) business days after the termination of such suspension, delay, or interruption.

19. LEGAL CONSTRUCTION AND INTERPRETATION

The Purchase Order shall be governed by and interpreted in accordance with the laws of the State of Ohio, without giving effect to any conflicts of laws principles.

20. LIENS

Seller shall maintain goods clear of any and all liens and encumbrances whatsoever.

21. INDEMNIFICATION AND INSURANCE

Seller shall indemnify and hold Buyer harmless from and against any suits, liabilities, losses, damages, claims, causes of action and expenses (including attorney's fees) arising out of or connected with any act or omission of Seller, its agents, employees or subcontractors, excepting only such injury or damage due solely and directly to Buyer's gross negligence. However, Seller specifically agrees to defend, indemnify and hold

Buyer harmless from and against any suits, liabilities, losses, damages, claims, causes of action and expenses (including attorney's fees) that may be made or incurred by Seller's employee or by public liability property damage, and workers compensation insurance as will protect Buyer from any of said risks and from any claims under any applicable workers compensation acts. In the event both the Buyer and Seller are found to be jointly negligent, each party shall be liable for damages attributable to their own extent of fault. Buyer reserves the right to establish the limits of insurance coverage applicable to the PO and require Seller to secure and maintain said coverage. Adequate insurance shall be maintained by Seller to cover full replacement cost of all Buyer-owned tooling, raw materials, supplied components, drawings, and related items.

IN NO EVENT SHALL THE BUYER BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND BUSINESS INTERRUPTION, CLAIMED IN RELATION TO THE PERFORMANCE OF THE PO.

22. PATENTS

If a government contract number appears on the PO, then it shall supersede this provision. Seller shall report to Buyer promptly any claim of patent infringement arising out of performance of the PO. Seller shall furnish all details and evidence at the request of Buyer at Buyer's expense.

The PO does not grant Seller any license, expressed or implied, under the patents of any company other than Buyer. License is granted under Buyer patents only to the extent necessary to perform the specific PO or as expressly provided herein to the extent that articles manufactured under the PO are of designs not originated by Buyer, Seller shall indemnify Buyer from any expense, cost, or liability for alleged patent infringement. Seller grants Buyer an irrevocable non-exclusive, royalty-free license to make, use, or sell any inventions conceived or first actually reduced to practice under the PO.

23. PACKAGING AND SHIPMENT INSURANCE

All goods and/or services on this PO shall be prepared for shipment in a manner acceptable by the specified carrier and adequate to ensure safe delivery at destination. The Seller shall package products appropriately to assure that no damage occurs during shipment. Parts shall be returned in any special packaging required by Buyer. Buyer's method of packaging shall comply with uniform freight and national motor classification rules and regulations or other carrier's rules and regulations applicable to the mode of transportation specified on the Purchase Order. No charges will be allowed for boxing, wrapping, cartage or storage other than those specified in the PO. Shipments sent C.O.D. will not be accepted unless specifically authorized in writing by Buyer. Seller shall not insure F.O.B. origin shipments at Buyer's expense.

24. EARLY SHIPMENTS

Buyer may receive shipment early. If Buyer receives any shipment more than five (5) working days prior to the requested PO Promise Date, unless prior authorization from

the Buyer has been granted in writing, the Buyer reserves the right to refuse the delivery or delay processing the corresponding invoice until the original delivery date. Seller is expected to deliver products/services on the promise date noted in the PO. Shipments received after the promise date will be considered a late delivery; under the Buyer's supplier management system, sellers are graded for scheduled adherence.

25. FORCE MAJEURE

Force Majeure shall comprise a circumstance beyond the reasonable control of the Buyer or the Seller that prevents or impedes performance under the PO and is not limited by circumstances in which the PO is no longer required, not due to the fault of Buyer. Such circumstances shall include, but not limited to, acts of God, fire, flood, earthquake, acts of war or civil hostilities, riot or civil commotion, government action and accident including enforcement of laws, rules or regulations. The mere unavailability of labor, materials, supplies, or products shall not constitute Force Majeure unless caused by circumstances that are themselves Force Majeure.

If either party to the PO is prevented or delayed from performing any of its obligations under the PO by Force Majeure, then it shall immediately notify the other party in writing of the circumstances constituting the Force Majeure. If the Seller's performance of the PO is substantially prevented for a continuous period of time, of which such period of time shall render undue hardship to the Buyer, then the Buyer may terminate the PO.. Failure of Buyer to take any delivery hereunder (or portion thereof) when due, if occasioned by Force Majeure, shall not subject Buyer to any liability to the Seller.

26. GOVERNMENT CONTRACTS

In the event that this PO bears a government contract number, it shall be subject to all applicable provisions of, and will contain all clauses and agreements required by, the terms of any government contract under which or for which the PO is issued. Federal laws, regulations, and the clauses set forth in other provisions and in the following paragraphs of the Federal Acquisition Regulations (FAR) are incorporated herein by reference. The FAR clauses shall be of the same date as the FAR clause in the prime contract where necessary to make the context applicable to the Purchase Order. The terms "government" and "contracting officer" or equivalent phrases shall mean Buyer. The term "contractor" shall mean seller. The term "contract" shall mean the Purchase Order. All notices reports or other required data shall be furnished to Buyer for forwarding or action pursuant to the prime contract.

27. EXPORT CONTROL

- (a) Seller agrees to comply with all applicable U.S. export control laws and regulations, specifically including but not limited to the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2794, the International Traffic in Arms Regulations (ITAR), 22 C.F.R. 120 et seq., and the Export Administration Regulations, 15 C.F.R. 730-774;

including the requirement for obtaining any export license or agreement, if applicable. Without limiting the foregoing, Seller agrees that it will not transfer any export-controlled item, data, or services, to include transfer to foreign persons employed by or associated with, or under contract to Seller or Seller's lower-tier suppliers, without the authority of an export license, agreement, or applicable exemption or exception.

- (b) Seller agrees to notify Buyer if any deliveries under the PO is restricted by export control laws or regulations.
- (c) Seller shall immediately notify the ZIN Technologies Procurement Representative if Seller is, or becomes, listed in any Denied Parties list or if Seller's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency.

28. EQUAL OPPORTUNITY/AFFIRMATIVE ACTION – FAR 52.222-26

The Seller warrants by accepting the PO that the goods and/or services covered therein have been produced and/or in compliance with the requirements of executive order 11246 as amended section 503 of the Rehabilitation Act and 38 USC 2012 (The Era Veterans Readjustment Assistance Act) in all purchase orders of \$3,000 or more.

29. PROHIBITION OF SEGREGATED FACILITIES

The Seller agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Seller further agrees that a breach of this clause is a violation of the Equal Opportunity clause in the order.

- (a) The Offeror shall include this clause in every order that is subject to the Equal Opportunity Clause of this order.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees that are segregated by explicit directive are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom or otherwise.

30. SUPPLIER RESPONSIBILITY

Suppliers are expected to act ethically, honestly, and with the highest standard of personal integrity always in the performance of work for ZIN Technologies, Inc. ZIN's suppliers contribute directly to our product conformity and safety and as such all suppliers are valuable contributors to successful product manufacturing and performance.