

**PURCHASE ORDER TERMS AND CONDITIONS  
FOR COMMERCIAL ITEMS (OTHER THAN FEDERAL GOVERNMENT CUSTOMER)**

This is a Purchase Order ("Order") between Betis Direct, Inc., hereafter referred to as "Buyer," and the seller identified on the face of this Purchase Order, hereafter referred to as "Seller."

**1. ACCEPTANCE OF TERMS** Acceptance of this Order by Seller may be made by signing the acknowledgment copy hereof or by commencing performance hereunder, and any such acceptance shall constitute an unqualified agreement to all terms and conditions set forth herein. Any additions, deletions or differences in the terms proposed by Seller in accepting this Order are objected to and hereby rejected, unless Buyer expressly agrees otherwise in writing.

**2. PAYMENT** Invoices shall contain the following information: order number, item number, description of goods or services, sizes, quantities, unit prices and extended totals. Invoices submitted hereunder will be paid Net 30 Days after receipt of proper invoice, less offset for any amount owed to Buyer. The price(s) set forth herein shall include all applicable Federal, State and local taxes and duties, if required. Payment shall not constitute final acceptance. Buyer bears no risk of late payment as long as payment is initiated properly and timely.

**3. DELIVERY** Time is of the essence in this Order. If a date is specified for delivery or performance, the Seller agrees to meet the delivery date at Buyer's or customer's facility, FOB Destination, unless otherwise stated. Seller shall promptly provide written notice to Buyer if an actual or potential delay threatens delivery or performance of Order. Buyer may refuse any goods or services and cancel all or any part hereof if Seller fails to deliver all or any part of any goods or perform all or any part of any services in accordance with the terms specified herein. If Seller's deliveries will not meet agreed schedules, Buyer may direct Seller to expedite such delivery at Seller's cost. Delivery shall not be deemed to be complete until goods have been received and accepted by Buyer, notwithstanding delivery to any carrier, or until services have been performed, received and accepted.

**4. SHIPPING NOTIFICATION** Shipment tracking information must be provided to the Buyer. Once the shipment tracking number(s) are available, the Seller shall provide the Buyer with the information via email. The email shall include the Buyer's Purchase Order number in the subject line.

**5. PERFORMANCE MEASURES** The Buyer's Quality Management System (QMS) includes supplier assessment criteria and measures that apply to the Seller. This includes: Timeliness of response to Buyer's Order; timeliness of delivery; delivered to the correct location; shipment tracking information provided; correct item(s) and item quality; correct packing documentation, including compliance with special documentation instructions; and invoice is for the correct amount. If the Order does not specify a delivery date and there are no special instructions regarding packing documentation, then the Seller shall follow its standard practices and shall be scored in the other performance categories.

**6. PACKAGING AND SHIPPING** Goods shall be suitably packed and prepared for shipment, comply with any specific transportation and documentation specifications of Buyer, and comply with carrier's regulations. All charges for packing, crating and transportation are included in the price for the goods. A Packing List shall accompany each box or package shipment showing the order number, item number, quantity, a description of the goods, and other information as instructed by the Buyer. In the event that no such Packing List accompanies a shipment, Buyer's count, weight or other measure shall be final and conclusive. Buyer shall not be obligated to accept any shipments in excess of the ordered quantity and any excess or advance shipments may be returned to Seller at Seller's expense.

**7. INTERCHANGEABILITY** All goods furnished pursuant to this Order under the part number specified shall be fully interchangeable with and equal in function and quality to items heretofore furnished under the same part number.

**8. WARRANTY** In addition to any warranties set forth elsewhere in this Order or customarily provided by Seller or manufacturer with its goods or services, Seller represents and warrants that: (1) It is an authorized distributor or reseller of the OEM products or services to be delivered; (2) all goods delivered pursuant hereto will be new, unless otherwise specified, and free from defects in material and workmanship; (3) all goods will conform to the requirements of this Order and applicable product documentation, and all items will be free from defects in design and suitable for their intended purpose; and (4) any services performed hereunder shall be performed in accordance with the specifications and instructions of Buyer, and with that degree of skill and judgment exercised by recognized professional firms performing services of a similar nature and consistent with best practices in the industry. All representations and warranties of Seller shall run to Buyer and Buyer's customers. Remedies under this warranty shall include, without limitation, at Buyer's option and at Seller's sole expense, prompt repair, replacement, re-performance, or reimbursement of the purchase price. The foregoing warranties shall survive any delivery, inspection, acceptance or payment by Buyer.

**9. INSPECTION** All goods supplied and services performed shall be subject to inspection and test by Buyer, its agents and its customers prior to acceptance. In the event goods or services are not in accordance with this Order, or fail to meet any specific inspection requirements of Buyer, Buyer may require prompt correction, repair, replacement or re-performance thereof at Buyer's option and Seller's sole expense and risk, including all packaging and shipping charges. If Seller is unable to accomplish the foregoing remedies within the original agreed schedule, then Buyer may procure such goods or services from another source and Seller shall be liable for any excess costs. Buyer's approval of any Seller submittals shall not relieve Seller of its obligations hereunder.

**10. ACCEPTANCE** Acceptance of any part of the Order shall not bind Buyer to accept future shipments or performance of services nor deprive it of its right to cancel or return all or any part of the goods because of failure to conform to the Order or by reason of defects, whether latent or patent, or other breach of warranty, or to make any claim for damages. Seller shall bear the risk of loss of, or damage to, the supplies covered by this Order, until accepted by Buyer.

**11. PERFORMANCE EVALUATION** When you, as a Betis Direct supplier, have product nonconformities, delivery issues, DOA products, or fail to follow Buyer instructions, we may issue a Supplier Corrective Action Report (SCAR). A SCAR is a report issued to the supplier based upon one or more nonconformances which requires root cause analysis of the problem; and corrective and preventive action on the supplier's part to eliminate future nonconformities.

If you are issued a SCAR, your Supplier Report Card score is affected in the following manner(s):

SCAR being issued	= 1-point deduction
Failure to respond to SCAR by due date	= 1.5-point deduction
Rejection of SCAR response	= 2-point deduction

Your Supplier Report Card score has a direct impact on future business with Betis Direct.

**12. INDEMNIFICATION**

(a) Seller shall defend, indemnify, and hold Buyer harmless from and against any and all damages, losses, liabilities and expenses (including reasonable attorneys' fees) arising out of or relating to any claims, demands, causes of action, lawsuits or other proceedings, regardless of legal theory, to the extent resulting from Seller's (or any of Seller's subcontractors, suppliers, employees, agents or representatives) breach of this Order, intentional misconduct, negligence, fraud, infringement of any patent, trademark, trade secret, copyright or other intellectual property right or violation of any law or regulation.

(b) Buyer shall promptly notify Seller of any claim that is covered by this indemnification provision and shall authorize representatives of Seller to settle or defend any such claim or suit and to take charge of any litigation in connection therewith.

(c) In the event of an infringement claim covered hereunder where the goods or services or use thereof are enjoined in whole or in part, Seller shall at its expense and Buyer's option undertake one of the following: (i) obtain for Buyer and its customer the right to continue the use of such goods or services; (ii) in a manner acceptable to Buyer, substitute equivalent goods or services or make modifications thereto so as to avoid such infringement and extend this indemnity thereto;

or (iii) refund to Buyer an amount equal to the purchase price for such goods or services plus any excess costs or expenses incurred in obtaining substitute goods or services from another source. Notwithstanding the foregoing paragraph, when this Order is performed under the Authorization and Consent of the U.S. Government to infringe U.S. patents, Seller's liability for infringement of such patents in such performance shall be limited to the extent of the obligation of Buyer to indemnify the U.S. Government.

**13. INSURANCE** In accordance with subparts (a) and/or (b) below, upon Buyer's request Seller agrees to provide Certificates of Insurance evidencing that the required insurance coverage is in force. The required insurance coverages below shall be primary and non-contributing with respect to any other insurance that may be maintained by Buyer. The below required coverages and their limits in no way lessen nor affect Seller's other obligations or liabilities set forth in this Order. Seller agrees to purchase and maintain at its own expense the following insurance coverage's with minimum limits as stated:

- (i) **Workers' Compensation (if services are provided at Buyer or Customer site):** Coverage for statutory obligations imposed by laws of any State in which the work is to be performed. Where applicable, Seller shall provide evidence of coverage for the United States Longshore & Harbor Workers' Act (USL&H) coverage for employees engaged in work on or near navigable waters of the United States, and Defense Base Act (DBA) including all employees working on U.S. Government contracts outside the United States. Such policy(ies) shall be endorsed to provide a waiver of subrogation in favor of Buyer, its directors, officers and employees, and Buyer's customer where required by Buyer's Prime Contract with its customer. Employer's Liability coverage of \$1 million each accident shall also be maintained.
- (ii) **Commercial General Liability:** Coverage for third party bodily injury and property damage, including products and completed operations, contractual liability, and independent contractors' liability with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Such policy(ies) shall be endorsed to name Buyer, its directors, officers and employees, and Buyer's customer where required by Buyer's Prime Contract with its customer, as Additional Insureds.
- (iii) **Business Automobile Liability (if services are provided at Buyer or Customer site):** Coverage for use of all owned, non-owned, and hired vehicles with limits of not less than \$1,000,000 per accident combined single limit for bodily injury and property damage liability.
- (iv) **Professional Liability / Errors and Omissions (if Seller is performing any professional services):** Coverage for damages (including financial loss) caused by any acts, errors and omissions arising out of Seller's performance or failure to perform professional services with limits of not less than \$1,000,000 per claim.
- (v) If maintenance or warranty work is being performed, All-Risk Property Insurance in an amount adequate to replace property, including supplies covered by this Order, of Buyer and/or Buyer's customer which may be in the possession or control of Seller. Buyer shall be named as a Loss Payee with respect to loss or damage to said property and/or supplies furnished by Buyer

#### **14. BETIS DIRECT FURNISHED ITEMS AND INTELLECTUAL PROPERTY**

(a) All items furnished by Buyer to Seller for the performance of the Order remain the property of Buyer or Buyer's customer. Upon expiration of this Order, Seller shall return the Items in the same condition, less reasonable wear, or make such other disposition of the Items as directed in writing by Buyer. Seller shall replace, at its expense, any Items not returned in accordance with this Article. Seller shall bear all risk of loss of the items. Seller shall comply with any restrictive legends placed on such Items by Buyer or a third party. If Buyer furnishes any material for fabrication pursuant to this Order, Seller agrees not to substitute any other material for such fabrication without Buyer's prior written consent.

(b) In addition to any intellectual property clauses elsewhere incorporated, Seller hereby grants to Buyer such intellectual property rights as Buyer needs under this Order and in order to perform its obligations to Buyer's customers. Seller shall not assert any intellectual property right in a manner inconsistent with Buyer's contractual obligations to its customers.

(c) To the extent that Seller provides any commercial computer software under this Order, Seller's normal commercial license terms shall govern use of such commercial items, except to the extent that such normal commercial terms conflict or are inconsistent with applicable federal law or regulation. In the case of any conflict or inconsistency, the applicable federal law or regulation shall take precedence. Seller agrees that the applicability of its commercial terms is contingent upon Buyer's customer's acceptance of the commercial computer software and its accompanying commercial terms or license. In addition, to the extent that Buyer's customer is the end user of any commercial computer software provided by Seller, Buyer shall have the right to perform its contractual obligations to its customers using that commercial computer software. If Buyer is a reseller of Seller's commercial computer software, only the Buyer's end-user customer is a party to the Seller's commercial terms or license. In no event will Buyer be liable for an end-user customer breach of Seller's commercial terms or license.

(d) For the services portion of this Order, if any, and for any documentation, manuals, user guides, and other literature accompanying the goods delivered hereunder, Seller hereby grants to Buyer and Buyer's customer an irrevocable, fully transferable, royalty-free license to reproduce, publish, use and disclose, for any purpose, all or any part of any deliverable or non-commercial software Seller develops hereunder.

**15. DISCLOSURE** Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has furnished or contracted to furnish Buyer with the goods or services hereunder, or disclose any of the details connected with this Order to any third party, except as may be required to perform this Order.

#### **16. COMPLIANCE WITH LAW**

(a) Seller shall comply with the applicable provisions of any federal, state or local law or ordinance and all orders, rules and regulations issued there under.

(b) Seller and its suppliers shall comply with FAR 52.222-50, Combating Trafficking in Persons, and ensure it informs its employees and suppliers of their responsibility to report human trafficking violations at any tier of the supply chain using any appropriate disclosure channel, including but not limited to: Buyer's anonymous hotline (800) 760-4332, Buyer's anonymous and confidential online submission (secure.ethicspoint.com), and the Government's Global Human Trafficking Hotline (844) 888 FREE and its email address at help@befree.org. Buyer does not tolerate retaliation of any kind against individuals who, in good faith, raise questions or report concerns, and Seller shall notify its employees of their whistleblower rights under 10 U.S.C. 2409 and DFARS Section 203.9. Seller shall flow down this requirement to all suppliers at any tier. Seller's failure to comply with this section shall be deemed a material breach of the Agreement.

**17. COMPLIANCE WITH SECTION 503 OF THE REHABILITATION ACT OF 1973 AND THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974**  
The following clauses are incorporated into this Agreement to the extent they are required by the foregoing Acts:

This contractor (Buyer) and subcontractor (Seller) shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

This contractor (Buyer) and subcontractor (Seller) shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**18. COUNTERFEIT PRODUCTS** For purposes of this clause, Goods are any tangible items delivered under this Order, including without limitation the lowest level of separately identifiable items, such as parts, articles, components, and assemblies. "Counterfeit Goods" are Goods that are or contain items misrepresented as having been designed, produced, and/or sold by an authorized manufacturer and seller, including without limitation unauthorized copies, replicas, or substitutes. The term also includes authorized Goods that have reached a design life limit or have been damaged beyond possible repair, but are altered and misrepresented as acceptable.

Seller shall ensure that Counterfeit Goods are not delivered to Buyer. Goods delivered to Buyer or incorporated into other Goods and delivered to Buyer shall be new and shall be procured directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Work shall not be acquired from independent distributors or brokers unless approved in advance in writing by Buyer. When requested by Buyer, Seller shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.

In the event that Work delivered under this Agreement constitutes or includes Counterfeit Goods, Seller shall, at its expense, promptly replace such Counterfeit Goods with authentic Goods conforming to the requirements of this Agreement. Notwithstanding any other provision in this Agreement, Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Goods, including without limitation Buyer's costs of removing Counterfeit Goods, of reinserting replacement Goods, and of any testing necessitated by the reinstallation of Goods after Counterfeit Goods have been exchanged. Seller shall include equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Goods to Buyer.

**19. CONFLICT MINERALS** Seller shall conduct and require due diligence throughout its supply chain to prevent use of Conflict Minerals, which include gold (Au), tantalum (Ta), tungsten (W) and tin (Sn) sourced from areas identified as conflict regions, including the Democratic Republic of the Congo (DRC) and Central Africa. Seller shall use due diligence protocols, standards, and procedures that meet or exceed the reasonable country of origin inquiry described in Securities and Exchange Commission rules and the relevant best practices developed by industry, and which allow Buyer to submit accurate Conflict Mineral reports to the government and other entities. If Seller's part or product is included in an BETIS DIRECT product, Seller shall annually complete a Conflict Minerals Form. Failure to submit this form to Buyer when requested may result in the termination of this Order and prevent Buyer from conducting further business with Seller in the future.

**20. CHANGES** Buyer may direct changes within the general scope of this Order to the extent Buyer's customer has made changes to Buyer's prime contract which relate to the goods and services to be provided hereunder. All other changes in this Order may be made only by written agreement of the parties. However, Buyer may, for any reason, direct Seller to suspend, in whole or in part, delivery of goods or performance of services hereunder for such period of time as may be determined by Buyer in its sole discretion. If any such suspension or Buyer-directed change causes a material increase or decrease in the cost of, or the time required for the performance of any part of the work under this Order, the parties shall negotiate an equitable adjustment in the Order price or delivery schedule, or both.

#### **21. TERMINATION OF ORDER**

(a) Betis Direct reserves the right to cancel all or part of this Purchase Order without incurring any cancellation fees or charges

#### **22. TERMINATION FOR DEFAULT**

(a) Buyer may, by written notice of default to Seller, terminate the whole or any part of this Order in any one of the following circumstances:

- (i) Seller fails to make delivery of the goods or to perform the services within the time specified herein or any extension thereof; or
- (ii) Seller fails to perform any of the other provisions of this Order or so fails to make progress as to endanger performance of this Order in accordance with its terms, and in either of the circumstances specified in this subpart (a)(ii) does not cure such failure within a period of 10 days (or such longer period as Buyer may authorize in writing) after receipt of notice from the Buyer specifying such failure;
- (iii) Seller becomes insolvent or the subject of proceedings under any law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay its debts as they become due; or
- (iv) Seller fails to provide Buyer, in writing, within the time specified by Buyer, adequate assurances of performance.

(b) If this Order is so terminated, Buyer may procure or otherwise obtain, upon such terms and in such manner as Buyer may deem appropriate, goods or services similar to those terminated. Seller, subject to the exceptions set forth below, shall be liable to Buyer for any excess costs of such similar goods or services.

(c) Seller shall transfer title and deliver to Buyer, in the manner and to the extent requested in writing by Buyer at or after termination, such complete or partially completed goods as Seller has produced or acquired for the performance of the terminated part of this Order and Buyer will only pay Seller the Order price of the goods and services accepted.

(d) Seller shall continue performance of this Order to the extent not terminated. Buyer shall have no obligations to Seller in respect to the terminated part of this Order except as herein provided. Buyer's rights as set forth herein shall be in addition to any other rights in case of Seller's default.

(e) Seller shall not be liable for damages resulting from default due to causes beyond Seller's control and without Seller's fault or negligence, provided, however, that if Seller's default is caused by the default of a subcontractor or supplier at any tier, such default must arise out of causes beyond the control of both Seller and subcontractor or supplier, and without the fault or negligence of either of them and, provided further, the supplies or services to be furnished by the subcontractor or supplier were not obtainable from other sources.

**23. GOVERNING LAW** This Order shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to its conflict or choice of law provisions.

**24. DISPUTES** Buyer and Seller shall first enter into negotiations over a reasonable period of time to resolve any controversy, claim or dispute ("dispute") arising under or relating to this Order. Thereafter, subject to any other disputes provision set forth elsewhere in this Order, the parties expressly agree that the sole and exclusive venue for any legal proceedings concerning said dispute shall be in the state or federal courts of the Commonwealth of Virginia, and the parties expressly submit to the jurisdiction of such courts.

**25. ASSIGNMENTS AND SUBCONTRACTS** Seller shall obtain Buyer's approval before subcontracting a portion of this Order; provided, however, that this limitation shall not apply to the purchase of standard commercial supplies or raw materials. Seller shall not assign or delegate this Order without Buyer's prior written consent which shall not be unreasonably withheld.

**26. GENERAL RELATIONSHIP** Seller is not an employee of Buyer for any purpose whatsoever. Seller agrees that in all matters relating to this Order it shall act as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to Seller's employees. Seller shall have no right, power or authority to create any obligation, expressed or implied, on behalf of Buyer and/or Buyer's customers and shall have no authority to represent Buyer as an agent.

**27. NON-WAIVER of RIGHTS** The failure of a party to insist upon strict performance of any of the terms and conditions in this Order or to exercise any rights or remedies, shall not be construed as a waiver of its rights to assert any of same or to rely on any such terms or conditions at any time thereafter. Any rights and remedies specified under this Order shall be cumulative, non-exclusive and in addition to any other rights and remedies available at law or equity. The invalidity in whole or in part of any term or condition of this Order shall not affect the validity of other parts thereof.

**28. BUSINESS ETHICS & CONDUCT** Seller will conduct its business in compliance with Betis Direct's Supplier Code of Conduct, which is found at [Betis.com/SupplierEthics](http://Betis.com/SupplierEthics) and incorporated into this Order by reference.

**29. ORDER OF PRECEDENCE** In the event of an inconsistency or conflict between or among the provisions of this Order and any other document incorporated or referenced herein, the inconsistency shall be resolved by giving precedence in the following order:

1. Purchase Order and any purchase descriptions attached to or contained therein
2. Purchase Order Terms and Conditions for Commercial Items

**30. SURVIVAL** The following articles shall survive expiration or termination of the Purchase Order:

Warranty	Disclosure	General Relationship
Indemnification	Compliance with Law	Non-Waiver of Rights
Insurance	Governing Law	Order of Precedence
BETIS DIRECT Furnished Items and Intellectual Property	Disputes	Survival

**31. ENTIRE AGREEMENT** This Order, including all documents incorporated herein by reference, constitutes the entire agreement and understanding between the parties and shall supersede and replace all prior or contemporaneous representations, agreements or understandings of any kind, whether written or oral, relating to the subject matter hereof.