

PURCHASE ORDER CONDITIONS



Policy

A. Acknowledge promptly with delivery date. **B.** Digital Monitoring Products part and order number must appear on all invoices, packing slips and container. **C.** Invoice must cover complete shipment only. **D.** All containers to be marked with quantity shipped therein. **E.** Packing slip must be included with shipment and must include bar code I.D. for PO#, item #, and quantity. **F.** Packing slip must note if order is complete or partial. **G.** Unauthorized deviation to shipping instructions herein will result in vendor being billed for excess costs. Leaded or surface mounted components must pass solderability test for component lead and terminated at 450 F 63/37 solder in a low-residue, no clean flux. Dwell time 5 seconds. Date of manufacture shall be no longer than 12 months before DMP delivery date

1. Order Acceptance. Seller's complete acceptance of this order will be pre-sumed unless the Seller sends to the buyer exceptions in writing within 15 days of receipt of this order.

2. Acknowledgment. Seller will execute and return to Buyer the acknowledgment copy of this order and such execution and return of the delivery of any of the goods to be furnished by Seller and Buyer hereunder ("Goods") or a reasonable expression of acceptance will constitute and acceptance by Seller of this order subject to all of its terms and conditions. Buyer is not bound by any provision contained in any acknowledgment form or other communication from Seller that imposes upon Buyer terms to conditions in addition to or at variance with those stated on the face of this order or these Terms and Conditions, and Buyer's failure to object to any such provision will not be deemed to constitute an acceptance thereof or a waiver of any provision hereof.

3. Changes. Buyer will have the right by written order to make changes at any time and from time to time in the description or specifications of the Goods or the work to be performed by Seller hereunder. If such changes cause an increase or decrease in the amount due Seller or in the time required for delivery hereunder, an equitable adjustment will be made, and this order will be modified accordingly in writing provided that notice that such change may cause an increase in the amount due Seller or in the time required for delivery hereunder is given to Buyer in writing within 15 days after receipt of Buyer's change order.

4. Price. Seller confirms that the price for the Goods are firm prices, If any lower prices for goods similar to the Goods are

hereafter quoted by Seller to any of Seller's customers prior to the completion of the performance of this order, Seller will promptly notify Buyer and, thereupon, such lower prices will apply hereto.

5. Taxes. The amounts of the applicable sales, use, transfer or similar taxes will be shown separately on Seller's invoices.

6. Delivery, Quantity. The Goods must be delivered to Buyer within the times specified herein, time being of the essence hereof. Unless otherwise specifically provided for herein, no charge will be allowed for packing, crating, freight, storage or cartage. Exact quantities are required and any Goods delivered in excess of quantities specified herein are subject to return at Seller's sole risk and expense. Unless otherwise directed the acceptable delivery window is -3 days, +0 days, from date on P.O.

7. Use of Buyer's Specification. All specifications, drawings, technical information, samples or data ("Specifications") furnished to Seller hereunder, if any, will be used only in the manufacture of the Goods, will remain Buyer's property and must be returned to Buyer by Seller immediately upon Buyer's request. Seller will not disclose this order, the contents of any provisions hereof or of any Specifications furnished hereunder to any person to whom such disclosure is not necessary in connection with the performance hereof.

8. Inspection. The goods will be subject to inspection and tests by Buyer at all reasonable times and places, including Seller's manufacturing facilities. All Goods rightfully rejected by Buyer will be returnable to Seller for full credit at the prices charged, plus transportation charges. In addition to any other remedies Buyer may have under law, Buyer reserves the right to have such Goods replaced by Seller, at Buyer's option and at the purchase price specified herein. Buyer reserves the further right to accept a part of any shipment that fulfills the Specifications and to reject any part that does not fulfill the Specification, and to consider this order breached to the extent of the amount of the rightfully rejected Goods.

9. Warranties. Seller warrants that the Goods will conform fully to the description on the face hereof and to the Specification, if any, that Seller will convey good title to the Goods free from any lawful security interest other lien or encumbrance unknown to Buyer, that the Goods will be merchant able and fit for the purpose intended by Buyer and that the goods will

be free from defects in design, material and workmanship for a period of at least one year from delivery thereof to Buyer. Those warranties will survive acceptance of and payment for the Goods by Buyer, Seller will hold Buyer harmless from all damages, losses and expenses (including, without limitation, attorneys' fees) arising, directly or indirectly, from the breach of any warranty hereunder.

10. Infringement. By accepting this order Seller warrants that the Goods (and the manufacture, use and sale thereof) are, as of the date of their delivery, free and clear of infringement of any patent, trademark or copyright, and Seller will, at its sole expense, defend any and all actions or suits alleging such infringement and will save buyer, its directors and officers, those for whom it may act a- purchasing agent and its customers, harmless from all damages, losses and expenses (including, without limitation, attorneys' fees), arising, directly or indirectly, from alleged or actual infringement of any such patent, trademark or copyright; provided, however, that Seller shall have no obligation for any damages, losses or expenses resulting from infringement arising solely out of compliance with Buyer's Specifications.

11. Force Majeure. If the performance of any obligation hereunder by Seller is prevented, hindered or delayed by reason of act of God, breakdown or destruction of plant or equipment; shortage of or inability to secure fuel, power, materials or labor; delay in or shortage of transportation; failure of suppliers; strikes or other labor difficulties; war, riots or other civil disturbance, government law, regulation or requirement; or any other cause, whether or not of the nature herein before enumerated, that is beyond the control of Seller, then Seller will immediately notify Buyer, and Buyer, its sole option, may excuse Seller from such performance to the extent and for the period that such performance is so prevented, hindered or delayed (Seller endeavoring with due diligence to resume compliance at the earliest date) or may cancel the whole or any part of this order without liability on its part. Seller will not be liable to Buyer for damages for its failure to perform or delay in performance on account of any such event.

12. Termination. This order of any part thereof is subject to termination by Buyer upon the occurrence of any one or more of the following events:

(a) if Seller fails to make a delivery of Goods within the time specified herein or any extension thereof pursuant to Section 2 hereof; (b) if Seller fails to comply with any of the other provisions hereof, (c) if Seller becomes insolvent or commits an act of bankruptcy or any other act that could make Seller

the subject of a proceeding under state or federal law for relief of debtors; or (d) as provided in section 11. Any termination of this order hereunder will be without prejudice to any other legal rights or claims Buyer may have and without liability on its part for termination.

13. Compliance with Laws. By accepting this order, Seller represents and warrants that in the performance of this order no federal, state or local law or ordinance applicable thereto will be violated and that the Goods will be manufactured or furnished by Seller in accordance with all applicable provisions of such laws or ordinances and all rules and regulations promulgated thereunder.

14. General. This order may not be assigned without Buyer's prior written consent. The face of this order and these Terms and Conditions constitute the entire agreement Buyer and Seller with respect to the Goods, and this order may not be modified except by an instrument in writing signed by their duly authorized representatives expressly referring hereto. No waiver by Buyer of any breach of any provision hereof will constitute a waiver of any other breach of such or any other provision.

15. Title and Risk of Loss. Title and risk of loss shall pass to buyer at the FOB. point, provided, however, that the risk of loss shall remain with the Seller as to goods which are not accepted by the Buyer or which are rejected by the Buyer unless otherwise specified all shipments are FOB. Destination.

16. Remedies. The rights and remedies provided by buyer herein shall be cumulative and in addition to any other rights and remedies provided by law or equity (or provided under the Uniform Commercial Code).

17. Governing Law. This Purchase Order shall be interpreted and governed in all respects according to the laws of the State of Missouri.

18. Equipment and Tooling. Unless otherwise specified, all necessary equipment and tooling required to perform this order are to be supplied by Seller at its sole expense. If, however, Buyer is to pay any equipment or tooling costs involved in making the Goods or any part thereof, all such equipment and tooling will become Buyer's exclusive property.