

Terms and Conditions

This document together with the attachments appended hereto constitutes the Terms and Conditions for the Agreement between Purchaser and Seller and acceptance is strictly limited to the terms and conditions contained herein. Additional or conflicting terms, conditions or limitations of liability proposed by Seller, whether in a quote, acceptance, or delivery document shall have no effect unless accepted by Purchaser in writing. Agreement by Seller to furnish the Goods or Services to these terms and conditions, or Seller's commencement of such performance or acceptance of payment shall constitute acceptance by Seller of these Terms and Conditions.

1. Parties; Items. SelectTech GeoSpatial, LLC will be referred to as "Purchaser" and the person or company indicated on the purchase order with whom this order is placed will be referred to as "Seller." This order may be used to purchase supplies, machinery, equipment, and other goods, and may also be used to contract for the performance of services, including maintenance and construction work on premises specified by Purchaser. All goods or services covered by this order regardless of type will be referred to as "Items."

2. Prices; Taxes. The price which Seller charges in filling this order shall not be higher than that last charged or quoted to Purchaser for such items (if there have been previous charges or quotations) unless Purchaser expressly agrees otherwise in writing. If Purchaser has included a price on the purchase order, such price shall control subject to the terms and conditions which follow, unless Seller's prevailing market price for the items is lower, in which case, such market price shall control.

If there has been no charge or quotation to Purchaser for such items previously and if no price is set forth on the purchase order, Purchaser shall have the right to return the items, freight collect, if Seller charges a price which is in excess of the lowest prevailing market price at which Seller is selling such items.

Unless otherwise provided in this order, the price includes all applicable federal, state and local taxes.

3. Delivery Date. If Purchaser has indicated on the purchase order a completion date or a date upon which the items are to be delivered to Purchaser at the location set forth on the purchase order, Purchaser reserves the right to cancel this order if said date is not met or if prior to said date, Purchaser reasonably believes that said date will not be met. If a delivery or completion date is not specified on the purchase order, a reasonable time will be allowed. Time is of the essence of this purchase order.

4. Title and Risk; Shipment. Title and risk of loss with respect to the items shall remain in Seller until the items in a completed state have been delivered to and accepted by Purchaser or an agent or consignee duly designated by Purchaser at the location specified on the purchase order. Items which are to be shipped shall be shipped F.O.B. destination unless otherwise specified by Purchaser. A packing slip must accompany each shipment. If a shipment is to a consignee or agent of Purchaser, a copy of the packing slip shall be forwarded concurrently to SelectTech GeoSpatial, LLC, 8045 Washington Village Drive Ridge, Centerville, OH 45438-1847. If no packing slip is sent, the count or weight reported by Purchaser or its agent or consignee is agreed to be final and binding upon Seller with respect to such shipment.

5. Compliance with Laws. Seller warrants that the items shall not violate or cause Purchaser to be in violation of any applicable federal, state, or local laws, regulations, or orders. Seller further warrants that in performing any work in connection with the items or this order, Seller shall not violate or cause Purchaser to be in violation of any such laws, regulations, or orders. Without limiting the foregoing, Seller certifies that the items will be produced in compliance with Section 12 and all applicable requirements of the Fair Labor Standards Act, as amended, and the regulations and orders issued thereunder and that Seller will fully comply with all applicable workers' compensation laws of any state or political subdivision in which the items or any part thereof will be manufactured, constructed, assembled, or located, or any work under this order will be performed. Upon Purchaser's request, Seller shall furnish to Purchaser certificates evidencing Seller's compliance with such workers' compensation laws.

If the items are to be used by Purchaser in whole or in part for the performance of a Federal government contract, the Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) clauses referenced in the "**Commercial Flow Down Provisions**" attachment are incorporated herein by reference, with the same force and effect as if they were provided in full text, and are applicable, including any notes following the clause citation, to this Agreement. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Agreement.

The FAR and DFARS clauses referenced below shall be those in effect as of the date of this Agreement.

Where necessary in the context of these clauses applicable to this Agreement, the words "Government", "Contracting Officer", and equivalent phrases shall mean Purchaser, the words "Contractor" shall mean Seller, and the term "Contract" shall mean this Agreement except in this instance where regulations or sense of the clause dictates otherwise. For example, the words "Government" and "Contracting Officer" do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or duly authorized representative, such as in FAR 52.227-1 and FAR 52.227-2, and (2) when title to property is to be transferred directly to the Government. "Subcontractor" shall mean "Seller's Subcontractor" under this Agreement.

Seller shall include in each lower-tier subcontract the appropriate flow down clauses as required by FAR and DFARS. Seller agrees that upon Purchaser's request Seller will negotiate in good faith with Purchaser to amend this Agreement to incorporate any additional provisions or make changes to provisions which Purchaser may reasonably deem necessary in

6. Changes. Purchaser shall have the right to make changes including additions and omissions, from time to time in the items, their specification, drawings, designs, packing

instructions, destination, or delivery schedule. Immediately upon any such change being ordered, the parties shall undertake to agree on an appropriate adjustment in price and/or other affected items of this purchase order. Such adjustments in price or other terms of this purchase order must be in writing and signed by Purchaser to be binding upon Purchaser.

7. Inspection. Purchaser may inspect the items during their manufacture, construction, or preparation at reasonable times and shall have the right to inspect such items at the time of their delivery and/or completion. Items furnished hereunder may at the time be rejected for defects and defaults revealed by inspection, analysis, or by manufacturing operations or use after delivery even though such items may have previously been inspected and accepted. Purchaser may at its option and Seller's expense: (i) return rejected items may be returned to Seller for full refund to Purchaser, including shipping and transportation charges.

8. Warranty by Seller. Seller warrants all items delivered hereunder to be free from defects in material or workmanship, to be of good and merchantable quality, to conform strictly to any specifications, drawings, or samples which may have been provided or furnished by Purchaser, to conform to all applicable requirements of the Occupational Safety and Health Act of 1970 and the regulations, standards, and orders issued thereunder, and to fit the purposes for which the items are intended. Seller further warrants that it will have good title to the items, free and clear of all liens and encumbrances, and will transfer such title to Purchaser. This warranty shall survive any inspection, delivery, acceptance or payment by Purchaser.

9. Indemnification. Seller shall indemnify and hold harmless Purchaser, its agents, consignees, employees and representatives from and against all expenses, losses, claims, demands, or causes of action of whatever kind, including negligence, breach of express or implied warranty, failure to warn, or strict liability, and from and against all special, indirect, incidental or consequential damages, including lost profits, of every kind whatsoever arising out of, by reason of, or in any way connected with accidents, occurrences, injuries or losses to or of any person or property, including Purchaser or Purchaser's property, which may occur before or after acceptance of the completed items by Purchaser in any way due or resulting from in whole or in part, the design, preparation, manufacture, construction, completion, warning or failure to warn, delivery or non-delivery of items, including such as are caused by any subcontractor of Seller.

Immediately upon receipt from Purchaser of written notice of any suit or claim relating to any risk described in the first paragraph of this section and upon written request by Purchaser, Seller shall assume the defense of the litigation. In any event, Seller shall pay for or reimburse Purchaser for all costs and expenses, including attorney's fees, arising out of any suit or claim relating to any risk described in the first paragraph of this Section 9.

If requested by Purchaser, Seller shall maintain policies of liability insurance declaring Purchaser as a named insured, in such amounts as Purchaser shall designate, to protect Purchaser from all the risks described in the first paragraph of this Section 9. Such policies of insurance shall not be cancelable except upon ten days written notice to Purchaser. Seller shall furnish proof of such insurance to Purchaser.

10. Contingencies. In the event of causes beyond the control of Purchaser, including but not limited to acts of God, fire, the elements, strikes or labor disputes, and accidents or transportation difficulties which would make it unreasonable in Purchaser's judgment to accept delivery hereunder, Purchaser shall have the option to terminate this purchase order or to delay the delivery or completion of all or part of the items; such termination or delay being without cost to Purchaser.

11. Patent, Copyright, or Trademark Infringement. Seller shall indemnify Purchaser against and hold Purchaser harmless from any and all claims for infringement of any patent, copyright, trademark or trade name by reason of the manufacture, use or sale of the items. Seller shall indemnify Purchaser for any costs, expenses, liability and damages, including attorney's fees, which Purchaser may incur by reason of any suit or claim of any alleged infringement. Immediately upon receipt from Purchaser of written notice of any such suit or claim, Seller shall appear in and assume the defense of the litigation if Purchaser shall so request.

12. Purchaser's Specifications, Technical Data, Etc. Any specifications, drawings, notes, instructions, engineering notice, or technical data of Purchaser furnished to Seller or referred to in this order shall be deemed to be incorporated herein by reference the same as if fully set forth. Purchaser shall at all times retain title to all such documents, and Seller shall not disclose such to any party other than Purchaser or a party duly authorized by Purchaser. Upon Purchaser's request, Seller shall promptly return to Purchaser all such documents and copies thereof.

13. Cancellation. Purchaser shall have the right to cancel this order upon the occurrence of any of the following events: Seller's insolvency or actions indicating insolvency such as filing of a petition by or against Seller under any chapter of the bankruptcy laws, the appointment of a receiver for Seller, or Seller's attempt to make a general assignment for the benefit of creditors. Seller's failure to use properly skilled personnel; Seller's failure to make prompt payment to any subcontractors it may have; Seller's failure to make payment for any materials, labor or any other expenses it incurs in the production or construction of the items, or Seller's failure to comply with any of its obligations under this order. Upon cancellation of the order in accordance with this section, Purchaser may take possession of the items in whatever stage of completion they may be, contract with or employ any other person or

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persons to finish the items, and collect from Seller any additional expenses or damages, including attorney's fees, which Purchaser may suffer.

14. Termination for Convenience. Purchaser may, in its sole discretion and by notice in writing, direct Seller to terminate work under this Purchase Order in whole or in part, at any time, and such termination shall not constitute default. In such event, Purchaser shall have all rights and obligations accruing to it either at law or in equity, including Purchaser's rights to title and possession of the goods and materials paid for. Purchaser may take immediate possession of all work so performed upon notice of termination.

Seller shall immediately stop work and limit costs incurred on the terminated work.

Upon termination for convenience, Purchaser, after deducting any amount(s) previously paid, shall reimburse Seller for the actual, reasonable, substantiated, and allowable costs with the total amount to be paid by the Purchaser, being determined by Purchaser, and not to exceed the value of the Purchase Order.

15. Disputes. Any dispute that arises under or is related to this Contract that cannot be settled by mutual agreement of the Parties may be decided by a court of competent jurisdiction. Pending final resolution of any dispute, Seller shall proceed with performance of this Contract according to Purchaser's instructions so long as Purchaser continues to pay amounts not in dispute.

16. Limitation on Assignment. Neither party may assign this order or any right hereunder without the prior written consent of the other except that Purchaser shall have the right to assign to any company with which it is affiliated, or to any corporation into which it shall be merged, with which it shall be consolidated, or by which it, or all or substantially all of its assets, shall be acquired.

17. Licenses. Seller shall be required to obtain and pay for any licenses, permits and inspections by public bodies required in connection with the items.

18. Work on the Premises. If work is to be performed hereunder on premises specified by Purchaser, Seller represents that it has or will examine the premises and any specifications or other documents furnished in connection with the items and satisfy itself as to the condition of the premises and site. Seller agrees that no allowance shall be made in respect of any errors as to any of the foregoing on the part of Seller. Seller shall at all times keep the premises free from accumulation of waste material or rubbish. At the completion of the items, Seller shall leave the premises and the items broom clean.

Seller shall abide by all applicable federal, state, or local safety laws and all plant safety regulations of Purchaser in performing any work in connection with the items on the premises specified by Purchaser and shall indemnify and hold Purchaser harmless from any loss, damage, claim, or legal action resulting from Seller's performance of work on the premises. Seller understands that Purchaser shall have no duty to maintain insurance against any loss or damage to any materials or equipment of Seller used by Seller in connection with the performance of work on Purchaser's premises nor shall Purchaser have any duty to maintain insurance against any accident or injury to persons resulting from Seller's performance of work on the premises.

19. Waiver of Mechanic's Liens. Seller hereby waives its rights to any mechanic's lien or other lien under any applicable statutes or otherwise for work done or material furnished in connection with the items Seller shall obtain from any subcontractor or material man prior to the performance of any work on the items or to the furnishing of any materials for the

items, a written waiver satisfactory to Purchaser of such subcontractor's or material man's right to any such lien and shall deliver such waiver to Purchaser promptly upon receipt thereof. Upon Purchaser's request, Seller shall obtain without additional cost to Purchaser, a bond satisfactory to Purchaser to indemnify Purchaser against such liens and charges. Seller shall reimburse Purchaser for all costs and damages including attorney's fees and any special, indirect, incidental or consequential damages incurred by Purchaser in connection with or as a result of the existence or discharge of any such lien or charge, which are not satisfied by such bond. Amounts due to Seller under this order may be credited by Purchaser against amounts owed to Purchaser in respect of such costs or damages.

20. Equal Opportunity. Buyer and Seller shall abide by the equal opportunity federal and state laws that prohibit discrimination on the bases of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status and require affirmative action to prevent discrimination on those bases from occurring, including employment and advance in employment requirements.

21. Employee Rights Under The National Labor Relations Act. 29 CFR part 471, Subpart A, Appendix A is hereby incorporated into this Subcontract in its entirety as required by federal laws and regulations.

22. Purchaser's Rights or Remedies. Any rights or remedies granted to Purchaser in any part of this order shall not be exclusive of, but shall be in addition to any other rights or remedies granted in any other part of this order and any other rights or remedies that Purchaser may have at law or in equity.

23. Export Control. Seller agrees to comply with all applicable U.S. export control laws and regulations, including, but not limited to, the Arms Export Control Act, 22 U.S.C. §§ 2751-2799, the International Traffic in Arms Regulation (ITAR), 22 C.F.R. §§ 120-130, the Export Administration Act, 50 U.S.C. §§ 2401-2420, and the Export Administration Regulations, 15 C.F.R. §§ 730-744. In addition, Seller agrees that it will not transfer any export controlled item, data, or services, to include the transfer to a foreign person employed by or associated with Seller or Seller's lower-tier suppliers, without the authority of an export license, agreement, or applicable exemption/exception. Seller agrees to notify the Purchaser's Authorized Representative if any Product under this Order is restricted under export control laws or regulation, if Seller becomes listed on any restricted party list including, but not limited to, the Denied Persons List, Unverified List, Entity List, Specially Designated Nationals List, and Debarred List, or if Seller has any export privileges denied, suspended, or revoked by the government. Seller shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expenses, including attorneys' fees, all expenses of litigation and/or settlement, and court costs, arising from any violation of the above laws and regulations, or breach by Seller, its officers, employees, agents, suppliers, or subcontractors at any tier, of the obligations under this clause.

24. Severability. In the event that any provision hereof shall violate any applicable statute, ordinance, or rule of law in any jurisdiction in which it is used, such provision shall be ineffective to the extent of such violation without invalidating any other provision hereof.

25. Governing Law. This document and the purchase of any items hereunder shall be governed by and construed in accordance with the laws of the State of Ohio. Whenever there is a conflict of laws, the laws of the State of Ohio shall prevail.