

General Terms and Conditions of Purchase Order

1. **CONTRACT:** Foxguard Solutions, Incorporated and its subsidiaries ("Foxguard.") and the vendor or seller named in this purchase order ("Seller") agree that this purchase order, including the terms and conditions on the face or reverse side hereof, together with any documents attached hereto or incorporated herein by reference, when accepted by Seller, shall constitute the complete and final contract between Foxguard and Seller relating to the goods or services described herein and that no agreement or understanding to modify this contract shall be binding upon Foxguard unless in writing and signed by Foxguard. All specifications, drawings and data submitted to Seller with this purchase order or referred to by this purchase order are hereby incorporated herein and made a part of this contract.
2. **ACCEPTANCE OF CONTRACT:** Seller shall be deemed to accept this purchase order and to be bound by its terms and conditions when it executes and returns the acknowledgement copy to Foxguard, when it otherwise indicates its acceptance of this purchase order, when it delivers to Foxguard any of the goods ordered herein or renders for Foxguard any of the services ordered herein or when Seller receives payment for any of the goods or services ordered herein. This purchase order expressly limits acceptance by Seller to the terms and conditions stated herein and any additional or different terms proposed by the Seller or contained in any acknowledgement, invoice or form of Seller are rejected unless expressly assented to in writing by Foxguard. No contract shall exist except as provided herein.
3. **PRICE, TAXES AND SHIPPING:** (a) The purchase price for the goods and/or services shall be as specified herein. If price terms are omitted from the face hereof, the price of the goods or services shall be the lower of (i) the price last paid by Foxguard to Seller for like goods or services or (ii) the Seller's published prices for such goods and/or services. If Foxguard is invoiced at a different price than set forth in this purchase order, Foxguard shall pay the lower of the prices. (b) Unless otherwise agreed herein, prices set forth in this purchase order include all applicable federal, state and local taxes and duties other charges. All such taxes or charges shall be stated separately on the invoice. (c) Unless otherwise agreed herein, Foxguard shall not be responsible for charges for packing, boxing, storage or containers. (d) Goods shall be accompanied by a packing slip describing the contents of each package or container and setting for the weight, quantity and order numbers. (e) Label shall be applied to the outside of boxes with the following information: Foxguard Part number, Foxguard Purchase order number and product serial number as applicable. (f) Unless otherwise agreed herein, prices set forth in this purchase order include the cost of insurance and shipping. The method of shipping and routing shall conform to Foxguard's instructions. All orders must be shipped in full unless otherwise agreed by Foxguard. Shipping charges invoiced to Foxguard by Seller or any third party shall be supported and accompanied by the original receipted bill of Seller of the third party shipper. All such charges shall be stated separately on the invoice. (g) Title to and risk of loss of the goods shall remain with Seller until the goods are delivered at the F.O.B. point specified in this purchase order, or if no such point is specified, then when the goods are delivered to Foxguard (h) The time period for payment of the goods and services, as indicated on the face hereof, shall commence upon the later of (i) receipt of Seller's invoice or (ii) receipt by Foxguard of all goods or services described in this purchase order.
4. **CHANGES:** Foxguard reserves the right at any time to make written changes in any one or more of the following: (a) specifications, drawings and data incorporated in this contract where the items to be furnished are to be specially manufactured for Foxguard; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; (e) manner of delivery; and (f) schedule, or both. Foxguard must approve any claim by Seller for adjustment under this paragraph in writing before the Seller proceeds with such change. Price increases shall not be binding on Foxguard unless evidenced by a purchase order change notice or revision issued and signed by Foxguard.
5. **DELIVERY:** Time is of the essence in this contract, and if delivery of goods is not made in the quantities and at the time specified, or rendering of service is not completed at the times specified, Foxguard reserves the right without liability, and in addition to its other rights and remedies to take either or both of the following actions: (a) direct expedited routing of goods (the difference in cost between the expedited routing and the order routing costs shall be paid by Seller); (b) terminate this contract by notice effective when received by Seller as to goods not yet received or services not yet rendered and purchase substitute goods or services elsewhere and charge Seller with any loss incurred.
6. **INSPECTION AND ACCEPTANCE:** Payment for any goods under this contract shall not constitute acceptance thereof. All goods purchased hereunder are subject to inspection at Foxguard's destination either before or after payment or before or after acceptance at Foxguard's option. Seller shall provide Foxguard and its customer right of access to the applicable facilities and work areas, for the purpose of surveillance, verification and audit. Foxguard reserves the right to reject and refuse acceptance of goods which are not in accordance with the instruction, quantities, specifications, drawings and date or Seller's warranties (express or implied). Goods not accepted will be returned to Seller for full credit or replacement at Foxguard's option and at Seller's risk and expense, including all transportation charges. No replacement of rejected goods shall be made unless specified by Foxguard in writing. Acceptance of any part of the goods shall not bind Foxguard to accept future shipments, nor deprive it of the right to return goods already accepted. Acceptance of or payment for all or any part of the goods shall not be deemed to be a waiver of any claim for damages, including manufacturing costs, damage to materials or articles caused by improper boxing, crating or packing and loss of profits or other special damages occasioned Foxguard. Such rights shall be in addition to any other remedies provided by law.
7. **SELLER'S WARRANTIES:** Seller hereby represents and warrants to Foxguard that the goods furnished hereunder shall (a) unless otherwise specified in this purchase order, be new and not used or reconditioned; (b) be of merchantable quality and fit for Foxguard's purpose; (c) if applicable conform with Foxguard's instructions, specifications, drawings and data; and (d) be free of liens, security interest or encumbrances of any kind (e) if manufactured under contract to a Foxguard drawing, be produced within the scope of a Quality Assurance program certified to the requirements of ISO 9001, current revision. Seller further warrants of additional scope given by Seller to Foxguard. None of said warranties and no other implied or express warranties shall be deemed disclaimed or excluded unless evidenced by a purchase order change notice or revision issued and signed by Foxguard.
8. **DESIGNS, SPECIFICATIONS, ETC.:** If the goods are to be produced by Seller in accordance with designs, drawings, specifications or blueprints furnished by Foxguard, Seller shall return the same to Foxguard upon completion or cancellation of this purchase order. Such designs, specifications and the like shall not be used by Seller in the production of materials for Seller or any third party without Foxguard's written consent. Such designs, specifications and the like involve valuable property rights of Foxguard and shall be held strictly confidential by Seller. Unless otherwise agreed herein, Seller at its cost shall supply all materials, equipment, tools and facilities required to perform this purchase order. Title to, and the right of immediate possession of, all property furnished by Foxguard to Seller shall remain in Foxguard. Title to any such property shall not be affected by the incorporation or attachment thereof to an property not owned by Foxguard, nor shall any such property, or any part thereof, be or become a fixture or lose its identity as personality by reason of fixation to any realty. Property shall be maintained in good condition. All such property shall be subject at all times to disposition as Foxguard may direct. Unless otherwise specified, Seller shall be liable for any loss or destruction or damage to property furnished to Seller by Foxguard and Seller shall be responsible for returning any such property in as good condition as when received except for reasonable wear and tear or for the utilization of it in accordance with the provision of the purchase order. Foxguard makes no warranties of any nature with respect to any property it may furnish to Seller hereunder.
9. **PATENTS AND OTHER INFRINGEMENT:** Seller shall indemnify Foxguard and its agents, customers or vendors and hold each of them harmless from and against any and all loss, liability, royalty, damage or expense, including court costs and attorneys' fees by reason of any claim or suit, including any settlement, decree or judgment entered therein, for alleged infringement of any copyright, trademark, patent, trade secret or other intellectual property resulting from or arising in connection with the manufacture, sale, normal use or other normal disposition of any goods furnished hereunder, or the performance of any work hereunder, and shall defend any such claim or suit and pay all costs and expenses related thereto. Foxguard, at its option shall have the right to participate in the defense of any such claim or suit without relieving Seller of any obligations hereunder.
10. **INDEMNIFICATION:** Seller shall indemnify and hold harmless Foxguard from all claims, costs, liabilities, judgments, damages, losses or expenses including court costs and attorneys' fees, resulting from any injury to property or persons due to any act, omission or negligence of Seller, its agents, employees or contractors

or arising out of Seller's performance of this purchase order, or arising out of any breach or alleged breach of this purchase order or any representation or warranty made by Seller hereunder.

11. **CANCELLATIONS:** Foxguard shall have the right to cancel for default all or any of the undelivered portion of this contract if Seller does not make deliveries as specified in this purchase order, if Seller breaches any of the terms hereof including warranties of Seller, if Seller makes an arrangement, extension or assignment for the benefit of creditors, if Seller dissolves or otherwise ceases to exist or liquidate all or substantially all of its assets, if Seller becomes insolvent or if Seller generally does not pay its debts as they become due. Such right of cancellation is in addition to and not in lieu of any other remedies, which Foxguard may have at law or in equity.
12. **COMPLIANCE WITH LAWS:** Seller agrees and warrants that it will comply with all federal, state and local laws, ordinances, rules and regulations applicable to its performance under this purchase order, including, without limitation, the Fair Labor Standards Act of 1938, as amended, the Equal Employment Opportunity Clause prescribed by Executive Order 11246 dated September 24, 1965 as amended, and any rules, regulations or orders issued or promulgated under such Act and Executive Order. Any clause required by any law, ordinance, rule or regulation to be included in a contract of the type evidenced by this purchase order shall be deemed to be incorporated herein.
13. **SURVIVAL:** All of Seller's representations, warranties and obligations under this purchase order including, without limitation, Seller's obligations under paragraph 9 (PATENTS AND OTHER INFRINGEMENTS) and paragraph 10 (INDEMNIFICATION), shall survive acceptance of goods and/or services and payment therefore by Foxguard.
14. **GOVERNING LAW:** This purchase order shall be deemed to be made in the Commonwealth of Virginia and shall in all respects be governed by and construed in accordance with the laws of that State. Any action or suit relating in any way to this purchase order shall be brought in the General District Court or Circuit Court for Montgomery County, Virginia, or the United States District Court for the Western District of Virginia, Roanoke Division.
15. **NOTICE:** All notices given hereunder shall, unless otherwise specifically provided, be given in writing, by personal delivery, mail, electronic mail, or facsimile transmission at the respective addresses of Seller and Foxguard set forth in this purchase order, unless either party at any time or times designates another address for itself by notifying the other party thereof by certified mail, in which case all notices to such party shall thereafter be given at its most recently so designated address. Notice given by mail shall be deemed given on the date of mailing thereof with postage prepaid. Notice given by electronic mail or facsimile shall be deemed given upon receipt thereof by the recipient.
16. **COUNTERFEIT PART POLICY:** Counterfeit part - An unauthorized copy, imitation, substitute, or modified part, which is knowingly misrepresented as a specified genuine part of the manufacturer; or a previously used part which has been modified and is knowingly misrepresented as new without disclosure to the customer that it has been previously used. (a) Seller agrees and shall ensure that counterfeit parts are not delivered to Foxguard. (b) Seller shall immediately notify Foxguard with the pertinent facts if Seller becomes aware or suspects that it has furnished counterfeit parts. (c) Upon request of Foxguard, Seller shall immediately provide documentation that authenticates traceability of supplied parts to the applicable original equipment manufacturer (OEM) or original component manufacturer (OCM). (d) Seller shall be liable for all costs, including but not limited to Foxguard's internal and external costs relating to the removal and replacement of counterfeit parts and subsequent testing of said counterfeit parts. Foxguard reserves all contractual rights and remedies to address grievances and detrimental impacts caused by suspect/counterfeit parts. (e) All occurrences of suspected counterfeit and/or counterfeit parts will be reported to GIDEP by Foxguard. Counterfeit parts have zero value.
17. **MISCELLANEOUS:** (a) The failure of Foxguard to insist in any one or more instances upon the performance of any of the terms, covenants or conditions of this contract or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants or conditions or the future exercise of such right, but the obligation of the Seller with respect to such future performance shall continue in full force and effect. (b) None of the sums due or to become due nor any of the work to be performed under this purchase order shall be assigned nor shall Seller subcontract for completed or substantially completed material called for by this purchase order with Foxguard's prior written consent. (c) In case one or more of the provisions contained in this contract should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein that therein shall not in any way be affected or impaired thereby. (d) Headings in the purchase order are for purposes of reference only and shall not limit or affect the meaning hereof.
18. **QUALITY POLICY:** The management system is applicable to the design, manufacture, integration and implementation of turnkey computing, cyber-security and regulatory compliance solutions for industrial applications and critical infrastructure. Our employees are committed to quality and continuous improvement to ensure the success of our customers.