

# Purchase Order Terms and Conditions

## The following Terms and Conditions will apply to each Purchase Order.

- 1. Definitions.** The following definitions apply to this Purchase Order and to any supplemental terms and conditions attached to this Purchase Order unless otherwise specifically stated:

  - A. Buyer:** The legal entity issuing this Purchase Order.
  - B. Seller:** The legal entity that contracts with Buyer under this Purchase Order.
  - C. Purchase Order:** The contractual instrument of which these terms and conditions are a part.
  - D. Government:** The United States of America, acting in its contractual capacity.
  - E. Prime Contract:** The contract under which this Purchase Order is issued, if applicable.
  - F. FAR:** The Federal Acquisition Regulation (Title 48 Code of Federal Regulations Chapter 1), if applicable.
  - G. DFARS:** The Department of Defense Federal Acquisition Regulation Supplement, if applicable.
  - H. Contracting Officer:** The Government official(s) authorized to commit the Government contractually under a Government Prime Contract
- 2. Acceptance.** This Purchase Order must be accepted in writing by Seller by signing and returning promptly to Buyer the acknowledgement copy, but if for any reason Seller should fail to sign and return to Buyer the acknowledgement copy, the commencement of any work or performance of any services by Seller shall constitute acceptance by Seller of this Purchase Order and all of its terms and conditions. Acceptance of this Purchase Order is expressly limited to the terms hereof. Any terms proposed by Seller which conflict with the terms herein shall be void and the terms of this Purchase Order shall govern. If this Purchase Order has been issued by Buyer in response to an offer, the terms of which are in addition to or different from any of the provisions of this Purchase Order, then Buyer is only willing to proceed upon the terms hereof and acceptance of the offer is conditional on Seller's assent to the terms of this Purchase Order. Prices stated in this Purchase Order apply to all shipments made or services rendered hereunder. Buyer shall have no obligation to honor invoices for goods and/or services at any increased price until such increase shall have been confirmed in writing by Buyer. No charges of any kind including, but not limited to, charges for boxing, crating or storage will be allowed unless specifically agreed to by Buyer in writing. Buyer shall have the right to correct all clerical errors.
- 3. Delivery.** The obligation of Seller to meet dates, specifications and quantities as set forth in this Purchase Order is of the essence of this Purchase Order. No substitutions of materials or goods may be made without Buyer's written consent. Shipment in greater or lesser quantity than ordered may be returned at Seller's expense, unless written authorization is issued by Buyer. Buyer may retain materials or goods shipped by Seller in greater quantity than ordered by Buyer, at no cost to Buyer. If Seller's deliveries fail to meet schedule, Buyer, without limiting its other rights or remedies, may direct expedited routing, and any excess cost incurred thereby shall be debited to Buyer's account. Any goods delivered in advance of schedule are delivered at the risk of Seller and may, at Buyer's option: (a) be returned at Seller's expense for scheduled delivery; (b) have payment therefore withheld by Buyer until the date that the goods are scheduled for delivery; or (c) be stored for Seller's account until the scheduled delivery date. Except as otherwise provided herein, title and risk of loss on all goods shall remain with Seller until delivery to Buyer's premises or as otherwise directed by Buyer. Buyer issues this Purchase Order to Seller with the expectation that Seller will ship the goods to Buyer from a location within the United States. Any shipments originating outside the customs territory of the United States, will be imported by Seller under the terms of sale DDP Buyer facility Incoterms 2010. Seller shall communicate its customs clearance instructions to its international third-party supplier prior to the goods or material arriving into the United States to avoid any delays in delivery to Buyer. Under no circumstances is Buyer to be listed as the importer of record (or consignee for shipments delivered via courier) on customs documents for any orders shipped directly to Buyer from a foreign location and Seller expressly agrees to accept all liability associated with said customs entries for any such orders.
- 4. Inspection.** The goods and services delivered hereunder shall be subject to inspection by Buyer. If any of the goods or services shall be defective in material or workmanship or otherwise not in conformity with the requirements of this Purchase Order, Buyer, in addition to its other rights, may reject the same for full credit or require prompt correction or replacement thereof at Seller's expense. In no event shall Buyer be deemed to have accepted the goods until Buyer has had a reasonable opportunity of examining the same to ascertain whether the goods are in conformity with the Purchase Order. Buyer reserves the right to reject and return at the risk of and expense of Seller all or such portion of any shipment which may be defective or nonconforming

without invalidating the remainder of the Purchase Order. Nothing herein shall release Seller of the obligation to make full and adequate testing and inspection of goods sold hereunder.

5. **Warranty.** Seller represents and warrants that all goods and services provided hereunder will conform in all respects with the specifications of this Purchase Order and will be merchantable and free from any defects in material, design, and workmanship and will be fit for the purpose for which the same was intended. Seller agrees that the foregoing warranty shall survive delivery of, acceptance of and payment for the goods or services, and that Seller shall indemnify, defend and hold Buyer harmless against any loss, damage (including consequential and incidental damages), liability, cost or expense whatsoever including attorney's fees that Buyer may incur, directly or indirectly, as a result of any breach of such representations and/or warranties.
6. **Compliance with Laws and Standards of Business Conduct.** Seller shall, in the performance of work under Buyer's order, fully comply with all applicable Federal, state and local laws and regulations (including, without limitation, the Walsh-Healey Act, 41 U.S.C.A. §§35-45, the Occupational Safety and Health Act of 1970, 29 U.S.C.A. §§651-678; The Fair Labor Standards Act of 1938, 29 U.S.C.A. §§201-219, as amended); and the matters set forth in paragraph 18 below, and shall indemnify and hold Buyer harmless from any liability, cost or expense (including, without limitation, Buyer's court costs and reasonable attorney's fees) resulting from Seller's failure of compliance. Seller agrees upon request to furnish Buyer with a certification of compliance with respect to any or all such laws and regulations in such form as Buyer may require. Seller shall also comply with Buyer's Standards of Business Conduct, found at [www.hdtglobal.com](http://www.hdtglobal.com) in the HDT Supplier Portal. Seller must also comply with Buyer's policy "Disclosing the Use of Conflict Minerals", found at [www.hdtglobal.com](http://www.hdtglobal.com) in the HDT Supplier Portal.
7. **Payment.** All payments are made conditional upon final acceptance by Buyer of the goods and/or services provided hereunder. Discounts, if any, begin the date either the invoice or the goods or services is received by Buyer, whichever is later. All payments must be made in U.S. dollars. Payment terms are Net 60. Invoices or vouchers should contain the Purchase Order number, invoice date, prices by line item corresponding to Buyer's Purchase Order line items, and shall be sent to the following address: [corporatepayables@hdtglobal.com](mailto:corporatepayables@hdtglobal.com).
8. **Taxes.** Seller's price shall be exclusive of any federal, state or local taxes. Seller shall list separately on its invoice any such tax lawfully applicable to any goods or services with respect to which Buyer does not furnish to Seller lawful evidence of exemption.
9. **Changes.** Buyer may at any time, by written order, make changes within the general scope of this Purchase Order in (a) specifications; (b) method of shipment; (c) place or time or date of delivery; and/or (d) materials, methods or manner of production, and, in any such case, Seller shall comply therewith. If any such change causes an increase or decrease in the cost of or time required for performance of this Purchase Order, an equitable adjustment shall be made in the order price or delivery schedule or both and this Purchase Order shall be modified in writing accordingly. Seller shall notify Buyer thirty (30) days in advance of Seller's change in place of performance and such change shall be subject to Buyer's written approval.
10. **New Materials / Prohibition of Counterfeit Goods.** The work / output to be delivered hereunder shall consist of new materials, not used, or reconditioned, remanufactured, or of such age as to impair its usefulness or safety. Seller shall not furnish Counterfeit Goods to Buyer, defined as goods or separately-identifiable items or components of goods that: (i) are an unauthorized copy or substitute of an Original Equipment Manufacturer or Original Component Manufacturer (collectively, "OEM") item; (ii) are not traceable to an OEM sufficient to ensure authenticity in OEM design and manufacture; (iii) do not contain proper external or internal materials or components required by the OEM or are not constructed in accordance with OEM design; (iv) have been re-worked, re-marked, relabeled, repaired, refurbished, or otherwise modified from OEM design but not disclosed as such or are represented as OEM authentic or new; or (v) have not passed successfully all OEM required testing, verification, screening, and quality control processes. Notwithstanding the foregoing, goods or items that contain modifications, repairs, rework, or re-marking as a result of Seller's or its subcontractor's design authority, material review procedures, quality control processes or parts management plans, and that have not been misrepresented or mismarked, shall not be deemed Counterfeit Goods. Counterfeit Goods shall be deemed nonconforming to this Purchase Order. Seller shall implement an appropriate strategy to ensure that goods furnished to Buyer under this Purchase Order are not Counterfeit Goods. Seller's strategy shall include, but is not limited to, the direct procurement of items from OEMs or authorized suppliers, conducting approved testing or inspection to ensure the authenticity of items, and, when items are to be procured from non-authorized suppliers, obtaining from such non-authorized suppliers appropriate certificates of conformance that provide one or more of the following: (i) the OEM's original certificate of conformance for the item; (ii) sufficient records providing unbroken supply chain traceability to the OEM; or (iii) test and inspection records demonstrating the item's authenticity. If Seller becomes aware or suspects that it has furnished Counterfeit Goods to Buyer under this Purchase Order, Seller promptly, but in no case later than thirty (30) days from discovery, shall notify Buyer and replace, at Seller's expense, such Counterfeit Goods with OEM or Buyer-approved goods that conform to the requirements of this Purchase Order. Seller bears responsibility for procuring authentic

goods or items from its subcontractors and shall ensure that all such subcontractors comply with the requirements of this Section 9.

- 11. Assignment and Subcontracting.** No right or obligation under this Buyer Order shall be assigned, delegated, or subcontracted by Seller without the prior written consent of Buyer and any purported assignment, delegation, or subcontract without such consent shall be void.
- 12. Patents, Royalties and Encumbrances.** All goods and services supplied must be free from all royalties, patent rights and mechanic's liens or other encumbrances, and Seller hereby waives any right it may have now or in the future to any mechanic's lien, purchase money security interest or other encumbrance with respect to the goods and services supplied hereunder. Seller represents and warrants that the goods and services specified in this Purchase Order and their sale and use alone, or in combination according to applicable specifications or recommendations, if any, will not infringe any United States or foreign patent. Seller shall defend any suit or proceeding brought against Buyer insofar as such suit or proceeding is based upon a claim that any goods or part thereof made to Seller's design and furnished hereunder constitutes an infringement of any United States or foreign patent. Seller agrees to indemnify, defend and hold harmless Buyer and anyone selling or using any of Buyer's products against all losses, costs, damages and expenses, including reasonable attorneys' fees, resulting from any alleged infringement as aforesaid. In the event the goods or any part thereof are held to infringe any U.S. or foreign patent and the use of said goods or part thereof is enjoined, Seller shall, at its own expense, promptly procure for Buyer and its customers the right to continue using said goods or part thereof or modify the same so that the same become non-infringing.
- 13. Disputes under a Government Prime Contract.** If the Contracting Officer of Buyer's Government Prime Contract by a final decision interprets any provision or requirement of Buyer's Prime Contract, and the same or substantially similar provision or requirement is contained in this Purchase Order, such interpretation shall be binding between Buyer and Seller, provided that Buyer affords Seller the opportunity to appeal such decision in Buyer's name, and provided further that Seller provides to Buyer any and all information requested by Buyer to justify Buyer's verifying, supporting, or providing any and all certificates required by the Contract Disputes Act of 1978, 41 U.S.C. § 601 et seq. Any such appeal brought by Seller shall be at the sole expense of Seller, who shall be solely responsible for the prosecution of such appeal. If Seller so appeals, Seller shall, upon Buyer's written request, provide to Buyer advance copies of papers to be filed in such appeal and such other information, consultation, and opportunity to participate in the appeal as Buyer may request. As used in this provision, the term "appeal" shall include any and all proceedings taken by Seller under this provision before any board of contract appeals or federal courts. If Seller asserts against Buyer a claim for either damages or an equitable adjustment in a situation where the facts constituting such claim would also support a claim by Buyer against Buyer's customer, prior to initiating any action or suit on such claim against Buyer in any court, if Buyer so authorizes, Seller shall pursue, to exhaustion of its administrative and judicial remedies, such claim in Buyer's name and at Seller's cost against Buyer's customer. Any reference to the "Disputes" clause in any applicable FAR or DFARS clause incorporated into this Purchase Order shall mean this Section 12 "Disputes Under A Government Prime Contract."
- 14. Termination.**

  - (a) Default-Cancellation.** Buyer reserves the right, by written notice of default, to cancel this Purchase Order without liability to Buyer in the event of the happening of any of the following: (a) insolvency of Seller, (b) the filing of a voluntary petition in bankruptcy by Seller; (c) the filing of any involuntary petition to have Seller declared bankrupt; (d) the appointment of a receiver or trustee for Seller; or (e) the execution by Seller of any assignment for the benefit of creditors. In addition, if Seller fails to perform its obligations under this Purchase Order or so fails to make progress as to endanger performance under this Purchase Order and in accordance with its terms, Buyer reserves the right, without any liability to Buyer, upon giving Seller written notice and allowing Seller reasonable time to remedy such deficiency, to (i) cancel this Purchase Order in whole or in part by written notice to Seller and/or (ii) obtain the goods and/or services from another source (with any excess costs resulting therefrom chargeable to Seller) if such deficiencies are not promptly remedied in the event of Seller's default or apparent inability to perform this Purchase Order.
  - (b) Convenience.** Buyer, by written notice, may terminate this Order at any time, in whole or in part, without cause and/or for Buyer's convenience, prior to final delivery of goods and/or completion of services, and such termination shall not constitute a default. In such event, Buyer shall have all rights and obligations accruing both at law and in equity, including Buyer's rights to title and possession of any goods paid for. Seller shall be reimbursed for actual, reasonable, substantiated and allowable costs, plus a reasonable profit for work performed to date of termination. Buyer may take immediate possession of all work so performed upon notice of termination. If this Purchase Order is terminated as a result of the termination for convenience of Buyer's Government Prime Contract, then the rights, duties, and obligations of the parties shall be determined in accordance with the applicable termination for convenience clause incorporated into this Purchase Order.

- 15. Remedies: Damages; Force Majeure.** The remedies of Buyer set forth herein shall be cumulative and in addition to any other or further remedies provided at law or in equity. To be effective, any waiver must be in writing and signed by the party which is purported to waive its rights or remedies. No waiver of a breach of any provision of this contract shall constitute a waiver of any other breach or provision. In no event shall Seller be entitled to anticipatory profits, loss of profits, or to special or consequential damages as a result of any breach by Buyer. This Agreement shall be governed by the laws of the State of Ohio without regard to any conflicts of law principles, and the federal and state courts in Cuyahoga County, Ohio shall have exclusive jurisdiction and venue over disputes arising herefrom. Neither party shall be liable for the failure to perform its obligations under this Purchase Order due to events beyond such party's reasonable control including, but not limited to, strikes, riots, wars, fire, acts of God or acts in compliance with any applicable law, regulation or order (whether valid or invalid) of any court or governmental body.
- 16. Material Furnished By Buyer.** Any material furnished by Buyer on other than a charge basis in connection with this order shall be deemed as held by Seller upon consignment without any right of title in Seller, and Seller agrees to pay for all such materials spoiled, damaged, wasted or otherwise not satisfactorily accounted for.
- 17. Confidentiality.** Confidential Information" means all information and data relating to Buyer's technology, products, services or other business, in whatever form such information may be disclosed, including, without limitation: (i) product or service information, including designs and specifications, development plans, methodologies, technical approaches, patent applications, and strategy; (ii) marketing information, including lists of potential or existing customers or suppliers, marketing plans and surveys; (iii) computer software including codes, flowcharts, algorithms, architectures, menu layouts, routines, report formats, data compilers and assemblers; and (iv) financial information, including sales, pricing and revenue information. Seller agrees not to use or disclose any Confidential Information of Buyer for any purpose except as may be required in order to support the purchase of goods without the written consent of Buyer. These purchase order terms and conditions impose no obligation upon Seller with respect to Confidential Information which (a) was known to Seller prior to receipt; (b) is or becomes a matter of public knowledge through no fault of Seller; (c) is rightfully received by Seller from a third party without restriction on disclosure; (d) is independently developed by Seller or (e) is disclosed by Seller with Buyer's prior written approval. Notwithstanding anything to the contrary in these purchase order terms and conditions, Seller shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made – (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Accordingly, Seller has the right to disclose in confidence trade secrets to Federal, State, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. Buyer also has the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure.
- 18. Indemnity.** Seller shall indemnify and hold Buyer harmless against all liability, cost and expense (including, without limitation, Buyer's costs of testing and inspection, court costs and reasonable attorney's fees) on account of claims or injuries to persons or damage to property based in whole or in part upon any act or omission of Seller, its agents, employees and subcontractors or as a consequence of any breach of Seller's warranties. Further, Seller agrees to indemnify and hold Buyer harmless against all liability costs and expense (including, without limitation, Buyer's costs of testing and inspection, court costs and reasonable attorney's fees) incurred by Buyer in connection with or related to any recall, inspection, testing, replacement or correction of the goods or any part or equipment into which the goods are incorporated, which results from or is related to, in whole or in part, a defect or alleged defect in the goods.
- 19. Export Control.** Seller agrees to comply fully with all applicable laws and regulations of Seller's country and of the United States pertaining to the export of any hardware, software, defense service, information or technical data provided by, through or with the cooperation of the Buyer in the performance of this Order, whether in the United States or abroad. This Order may involve information or items that are subject to the International Traffic in Arms Regulations (ITAR) or Export Administration Regulations (EAR) and that may not be released to Foreign Persons inside or outside the United States without the proper export authority. The ITAR defines a "Foreign Person" as any person who is not a U.S. citizen, a lawful permanent resident as defined by 8 USC 1101(a)(20), or a protected individual as defined by 8 USC 1324b(a)(3). Foreign Person is also defined as a corporation, a business, an association, a partnership, or any other entity that is not incorporated or organized to do business in the United States and as international organizations, foreign governments, and any agency or subdivision of foreign governments (e.g., diplomatic missions). Seller further agrees that it will not export or re-export, directly or indirectly, any hardware, software, defense service, information or technical data provided by, through or with the cooperation of the Buyer to any Foreign Person, including persons employed by or associated with, or under contract with the Seller or Seller's lower-tier suppliers without the prior written consent of the Buyer and without first obtaining any required export license or other approval. In addition, should

Seller participate in the performance of this Order at Buyer's facilities, Seller shall inform Buyer in advance in writing of the country of citizenship (or countries, in the case of dual citizenship) of each Foreign Person employee, agent, or representative of Seller or of Seller's suppliers prior to such person being allowed access to Buyer's facilities. The Foreign Person employees, agents, or representatives of Seller or Seller's suppliers shall not participate in the performance of this Order at Buyer's facilities without Buyer's written consent. Seller shall comply with the registration requirements of the International Traffic in Arms Regulations at 22 CFR §122.1, as applicable. Buyer may be required to obtain information concerning citizenship, residency and place of birth of Seller's personnel. Seller agrees to provide such information as lawfully requested by Buyer and hereby warrants such information, when provided, shall be true and correct to the best of Seller's knowledge. Seller shall indemnify and hold Buyer harmless for all claims, demands, damages, costs, fines, penalties, attorneys' fees and other expenses arising or resulting from Seller's failure to comply with this clause.

**20. Equal Employment.** The contract provisions set forth in Section 202 of Executive Order 11246 (equal opportunity), as amended, and the regulations promulgated thereunder (41 CFR Part 60-1), and the provisions, representations or agreements contained in Executive Order 11701 (employment of veterans), as amended and the regulations promulgated thereunder (41 CFR Part 60-250 and 41 CFR Part 61-250) Executive Order 11758 (employment of the handicapped), as amended, and the regulations promulgated thereunder (41 CFR Part 60-741) and Executive Order 11625 (utilization of minority business enterprises) as amended, and the regulations promulgated thereunder (41 CFR Chapter 1-1-1310) to the extent same are applicable to Buyer's order, are incorporated by reference herein as if fully rewritten with respect thereto. Seller agrees, upon request, to furnish Buyer a certification of compliance with such Executive Orders in such form as Buyer may require.

**21. Hazard Communication / Right-To-Know.** Seller shall comply with all requirements of the OSHA Hazard Communication Standards of the OSHA Hazard Communication Standards (29 CFR Section 1910-1200) all state and local right-to-know laws, and all other Federal, state and local laws regulations relating to hazardous chemicals, including without limitation, the material safety data sheet and product labeling requirements.

**22. Setoff.** Buyer shall be entitled at all times to set off any amount owing from Seller to Buyer against any amount payable to Buyer pursuant to Buyer's order.

**23. Insurance / Entry on Buyer's Property**

- (a) In the event that Seller, its employees, agents, or subcontractors enter the site(s) of Buyer, its affiliated companies or its customers for any reason in connection with this Purchase Order then Seller and its subcontractors shall procure and maintain for the performance of this Purchase Order workers compensation, comprehensive general liability, bodily injury and property damage insurance in reasonable amounts, and such other insurance as Buyer may require. Seller shall provide Buyer thirty (30) days advance written notice prior to the effective date of any cancellation or change in the term or coverage of any of Seller's required insurance, provided however such notice shall not relieve Seller of its obligations to procure and maintain the required insurance. If requested, Seller shall provide a "Certificate of Insurance" showing Seller's compliance with these requirements. Seller shall name Buyer as an additional insured for the duration of this Purchase Order. Insurance maintained pursuant to this clause shall be considered primary as respects the interest of Buyer and is not contributory with any insurance which Buyer may carry. "Subcontractor" as used in this clause shall include Seller's subcontractors at any tier. Seller's obligations for procuring and maintaining insurance coverages are freestanding and are not affected by any other language in this Purchase Order.
- (b) Seller's personnel, including Seller's subcontractors, shall comply with all Buyer security, safety, rules of conduct, badging and personal identity, and related requirements while on Buyer premises. In addition, prior to entry on Buyer premises, Seller shall coordinate with Buyer to gain access to facilities. Seller shall provide information reasonably required by Buyer to ensure proper identification of personnel, including but not limited to verification of citizenship, lawful permanent resident status, protected individual or other status. Buyer may, at its sole discretion, have Seller remove any specified employee of Seller from Buyer's premises and request that such employee not be reassigned to any Buyer premises under this Purchase Order.
- (c) Seller shall defend, indemnify and hold harmless Buyer, its officers, employees, and agents from any losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorneys' fees, all expenses of litigation and/or settlement, and court costs, by reason of property damage, loss or personal injury to any person caused in whole or in part by the actions or omissions of Seller, its officers, employees, agents, suppliers, or subcontractors.

**24. Intellectual Property.** Paragraph (a) is NOT applicable for commercial off-the-shelf products / work unless such is modified or redesigned pursuant to this Purchase Order.

- (a) Seller agrees that Buyer shall be the owner of all inventions, technology, designs, works of authorship, mask works,

technical information, computer software, business information and other information conceived, developed or otherwise generated in the performance of this Purchase Order by or on behalf of Seller. Seller hereby assigns and agrees to assign all right, title, and interest in the foregoing to Buyer, including without limitation all copyrights, patent rights and other intellectual property rights therein and further agrees to execute, at Buyer's request and expense, all documentation necessary to perfect title therein in Buyer. Seller agrees that it will maintain and disclose to Buyer written records of, and otherwise provide Buyer with full access to, the subject matter covered by this clause and that all such subject matter will be deemed information of Buyer and subject to the protection provisions of the clause entitled "Information of Buyer". Seller agrees to assist Buyer, at Buyer's request and expense, in every reasonable way, in obtaining, maintaining, and enforcing patent and other intellectual property protection on the subject matter covered by this clause.

- (b) Seller warrants that the work performed or delivered under this Purchase Order will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. Seller agrees to defend, indemnify, and hold harmless Buyer and its customers from and against any claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any action by a third party that is based upon a claim that the work performed or delivered under this Purchase Order infringes or otherwise violates the intellectual property rights of any person or entity.
- (c) To the extent that any pre-existing inventions, technology, designs, works of authorship, mask works, technical information, computer software, and other information or materials are used, included, or contained in the work or deliverable items and not owned by Buyer pursuant to this or a previous agreement with Seller, Seller grants to Buyer an irrevocable, nonexclusive, world-wide, royalty-free license to: (i) make, have made, sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative works based upon, such pre-existing inventions, technology, designs, works of authorship, mask works, technical information, computer software, and other information or materials and derivative works thereof; and (ii) authorize others to do any, some or all of the foregoing.
- (d) All reports, memoranda or other materials in written form, including machine readable form, prepared by Seller pursuant to this Purchase Order and furnished to Buyer by Seller hereunder shall become the sole property of Buyer.

**25. Incorporation of Supplemental Terms & Conditions.** If this Purchase Order is placed under a Government Prime Contract, then the FAR and DFARS clauses set forth in this Purchase Order are incorporated by reference into this Purchase Order with the same force and effect as though set out in full text herein.

**26. Order of Precedence.** In the event of any inconsistency or conflict between or among the provisions of this Purchase Order, such inconsistency or conflict shall be resolved by the following descending order of precedence: (i) Typed provisions set forth in this Purchase Order; (ii) Documents incorporated by reference on the face page(s) of this Purchase Order; (iii) These standard terms and conditions, and any supplemental terms and conditions as referenced herein and/or set forth on the reverse side of the Purchase Order.