

Managed Programs, LLC

Purchase Order Terms and Conditions

ACCEPTANCE

Acceptance of this order shall be unqualified, unconditional, subject to and expressly limited by the terms and conditions contained or incorporated by reference herein. By accepting and filling this order, or any part thereof, Seller hereby agrees and shall be bound by the terms and conditions set forth herein. Managed Programs, LLC shall not be bound by additional or varying provisions that may appear in Seller's quotation, acknowledgment, packing slip, invoice or any other communication from Seller to Managed Programs, LLC, unless such provision is expressly agreed to in writing and signed by Managed Programs, LLC.

DELIVERY

Deliveries will be made in the quantities, on the dates, and the times specified by the Buyer in this contract or any subsequent releases or instructions Buyer issues under this contract. Required dates are Managed Programs, LLC in-house dates. Any deviation from these dates must be communicated to Managed Programs, LLC, agreed to in writing and signed by Managed Programs, LLC. Late shipments may be subject to a 5% penalty. Buyer will not be required to pay for any goods that exceed the quantities specified in Buyer's delivery schedules. Seller bears the risk of loss of all goods delivered in advance of the delivery date specified in Buyer's delivery schedules. If the requirements of the Buyer's customers or market, economic or other conditions require changes in delivery schedules, Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments without entitling seller to a price adjustment or other compensation. Delivery shall not be complete until the merchandise has been actually received by, and is subject to final count, inspection and acceptance of Managed Programs, LLC. All merchandise is warranted by the Seller to be merchantable, fit for the purpose for which the product is intended, free of all defects and manufactured in accordance with MPI provided specifications. Seller shall warrant the product for 2 years from date of shipment on any part that fails during routine operation or service. Any merchandise rejected by Managed Programs, LLC as defective or not conforming to this order shall be returned at the Seller's expense. Seller bears the borne by costs in the event of a field recall due to inspection, modification &/or quality rejection. Seller shall bear all risk of loss after notice of rejection is tendered. Buyer holds the right to de-source a Seller for quality, delivery, price issues or at-will.

FORCE MAJEURE

If Seller is unable to produce, sell or deliver any goods or services covered by this contract, or Buyer is unable to accept delivery, buy or use any goods or services covered by this contract, as a result of an event or occurrence beyond the reasonable control of the affected party and without such party's fault or negligence, then any delay or failure to perform under this contract that results from such event or occurrence will be excused for only so long as such event or occurrence continues, provided however, that the affected party gives written notice of each such delay (including the anticipated duration of the delay) to the other party as soon as possible after the event or occurrence (but in no event more than three days thereafter). Such events or occurrences may include, by way of example and not limitation, natural disasters, fires, floods, wind storms, severe weather, explosions, riots, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), equipment breakdowns, bankruptcy and power failures. During the delay or failure to perform by Seller, Buyer may

- A) Purchase substitute goods from other available sources in which case reducing affected contract
- B) Have Seller provide substitute goods from approved Seller

If Seller fails to provide adequate assurances that any delay will not exceed thirty days or if any delays last more than thirty days, Buyer may terminate this contract without any liability to Seller or obligation to purchase raw materials, work-in-process or finished goods.

DEVELOPMENT, ENGINEERING AND CONSULTING SERVICES

Engineering, consulting or development services funded under this contract that result in any idea, invention, concept, discovery, work of authorship, patent, copyright, trademark, trade secret, know-how or other intellectual property (IP) shall be the sole property of Buyer. Seller agrees to assign all right, title and interest in and to IP that results from Development Services ("Developed IP") to Buyer.

COMPLIANCE WITH LAWS

Seller and any goods or services supplied by Seller, will comply with all applicable laws, rules, regulations, orders, conventions, ordinances and standards of the country(ies) of origin and destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval, performance and/or certification of the goods or services, including, but not limited to, those relating to environmental matters, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Neither Seller nor any of its subcontractors will utilize slave, prisoner or any other form of forced or involuntary labor in the supply of goods or services under this contract. Upon Buyer's request, Seller will certify in writing its compliance with the foregoing.

ENTIRE AGREEMENT

This contract contains the entire agreement between Managed Programs, LLC and Seller. It may not be modified or terminated orally, and no claimed modifications, revisions or waiver shall be binding on Managed Programs, LLC unless in writing and signed by a duly authorized representative of Managed Programs, LLC.