



TERMS AND CONDITIONS OF PURCHASE/SERVICES ORDER

1. **AGREEMENT:** This Purchase/Services Order (“Order”) is Dinsmore & Associates, Inc (“Dinsmore”) offer to Seller and becomes a binding contract, subject to the terms hereof, when accepted by acknowledgement or commencement of performance by Seller. Dinsmore objects to all additions, exceptions, or changes to these terms, whether contained in any printed form of Seller or elsewhere, unless approved by Dinsmore in writing. To the extent there are any inconsistencies between these terms and those written on the face of this Order, the latter will control. No additional terms or conditions of Seller’s that are incorporated or attached by Seller to any quote, proposal or Seller’s own purchase order may be construed as to expand Dinsmore’ obligations as set forth in this Order. To the extent Dinsmore and Seller are parties to a valid, current, executed written agreement (e.g., a Master Service Agreement or Supply Agreement (“Agreement”) the scope of which includes the purchase of products and/or services that are the subject of such Agreement, then the terms and conditions of such Agreement shall govern and control. If there is no such Agreement, then the terms and conditions of this Order shall govern. Seller’s execution or commencement of performance hereunder constitutes Seller’s acceptance of this Order.

2. **PRICING AND COMPENSATION:** Unless otherwise specified, the prices stated on the front of this Order include all charges for packing, hauling, storage, transportation to point of delivery, and

taxes. Sales and use taxes not subject to exemption shall be stated separately in Seller's invoice. Seller warrants that the prices quoted in this Order are no greater than those currently charged to any other buyer for similar quantities of goods or service. Any price reduction extended to others by Seller prior to delivery shall also be extended to Dinsmore. Seller will not be compensated unless authorized by this Order. Seller will only invoice Dinsmore for the supply of goods or services under this Order as agreed to by Dinsmore in writing. Any fulfillment of goods or services beyond the scope of this Order must not be invoiced unless a supporting change order or amendment has been executed by the parties or otherwise agreed to by Dinsmore in writing. All invoices must set forth the specific Dinsmore Order number in order to be reimbursable by Dinsmore. In addition, any packing slip for packages must also reflect such Order number issued by Dinsmore or payment of invoices will be automatically considered disputed by Dinsmore. Undisputed invoices will be payable by Dinsmore within thirty (30) days of receipt. Dinsmore shall be entitled to any discount for prompt payments or volume of purchases generally granted by Seller whether or not shown on any Order. Dinsmore may require that Seller submit its invoices in electronic format and through its designated supplier payment portal. Failure of Seller to submit any invoice within sixty (60) days’ after the due date for any such invoice shall constitute a waiver and release by Seller of a claim for, and Dinsmore’s obligation to pay for such invoice.

3. **CHANGES:** Dinsmore may at any time make changes in the scope or quantity of the goods or services covered by this Order or in other terms hereof, in which event an equitable adjustment will be made to any price, time of performance, and other provision of this Order if appropriate. Claim for such an adjustment must be made within five (5) days from the date of receipt by Seller of notice of the change. Substitutions or changes in quantities or specifications by Seller shall not be made without Dinsmore’ prior written approval.

4. **WARRANTY:**

a) Seller expressly warrants that the goods or services Ordered shall be merchantable; shall conform to this Order, to specifications, drawings, and other descriptions referenced in this Order, and to any



accepted samples: shall be free from defects in materials and workmanship; shall be free from defects in design unless the design was supplied by Dinsmore; and shall be fit and safe for the intended purposes. Seller warrants that it has clear title to the goods and that the goods and services shall be delivered free of liens and encumbrances.

b) Seller warrants that the goods: (1) are not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act as amended (Act), or within the meaning of any applicable state or municipal law in which the definitions of "adulteration" and "misbranding" are substantially identical with those contained in Act; (2) are not goods which may not under the provisions of Sections 404, 505, 512, 515, or 516 of the Act be introduced into interstate commerce, or which may not under substantially similar provisions of any state or municipal law be introduced into commerce; and (3) are in full compliance with the Biological Products section of the Public Health Service Act.

c) All these warranties and other warranties as may be prescribed by law shall extend to Dinsmore, its successors, assigns, and customers and to users of the goods or services and shall run through any expiration date stated on the goods, or, if no expiration date is stated, then for a period of one (1) year after delivery. Claims under these warranties must be made within the applicable period prescribed by statute.

5. **INSPECTION; TESTING:** Goods purchased under this Order are subject to Dinsmore' reasonable inspection, testing, and approval at Dinsmore' destination. Dinsmore reserves the right to reject and refuse acceptance of goods which are not in accordance with this Order or Seller's representations or warranties, express or implied. Dinsmore will charge Seller for the cost of inspecting rejected goods. Rejected goods may be returned to Seller, or held by Dinsmore, at Seller's risk and expense. Payment for any goods under this Order shall not be deemed acceptance of the goods.

6. **RECALL:** In the event that a recall of the goods is necessitated by a defect, a failure to conform to the specifications, applicable laws, or any other reason within Seller's control, Seller shall bear all costs and expenses of such recall, including without limitation, costs of notifying customers, customer refunds, costs of returning goods, lost profits, and other expenses incurred to meet obligations to third parties.

7. **SPECIAL LAWS:** In filling this Order, Seller will comply with all applicable federal, state, and local laws, including the following:

a) **EEO/AA Obligations:** Dinsmore is an equal opportunity employer and federal contractor or subcontractor. As applicable, the parties agree that they shall abide by the requirements of 41 CFR Section 60-1.4(a); 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting requirements, and that these requirements are incorporated herein. These regulations require that covered prime contractors and subcontractors ensure nondiscrimination and take affirmative action in employment to employ and advance qualified individuals without regard to sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability, and protected Veteran status. These regulations also prohibit covered contractors from taking adverse action against applicants or employees because they have inquired about, discussed, or disclosed their or their co-worker's compensation information in certain situations.

b) **Occupational Safety and Health Act of 1970 (OSHA):** Seller also represents that the goods are consistent with, and can be used in compliance with, that services to be performed on Dinsmore's premises will be consistent with OSHA provisions, and that Seller will provide Dinsmore the latest material safety data sheet (MSDS) for any chemical substance determined to be hazardous;



c) For any Order over \$10,000, Seller shall have an approved plan for small business concerns and small disadvantaged business concerns as specified under Public Law 95-507 unless Seller itself is one of these concerns.

8. INDEMNIFICATION: Seller shall defend, indemnify and hold Dinsmore, its successors, assigns, employees, customers, and users of the goods or services harmless with respect to all claims, liability, damage, loss, and expenses, including attorney's fees incurred relating to or caused by:

a) Actual or alleged patent, copyright, or trademark, infringement or violation of other proprietary right, arising out of the purchase, sale or use of the goods or services covered by this Order;

b) Actual or alleged defect in the services or in the design, manufacture or material of the goods;

c) Actual or alleged breach of warranty;

d) Failure of Seller to deliver the goods or services on a timely basis; or

e) Failure of the goods or services to meet the requirements of the law, including without limitation the following statutes: Federal Food, Drug, and Cosmetic Act; Biological Products section of the Public Health Service Act; Federal Insecticide, Fungicide, and Rodenticide Act; Federal Hazardous Substances Act; Federal Caustic Poison Act; Toxic Substances Control Act; Flammable Fabrics Act; Fair Packaging and Labeling Act; Wool Products Labeling Act; Magnuson-Moss Warranty Federal Trade Commission Improvement Act; and Occupational Safety and Health Act of 1970. In the event of a claim under this paragraph, Dinsmore may at its option terminate this Order or defer acceptance of the balance of the goods or services Ordered until the claim is resolved.

If Dinsmore is enjoined from use of the goods, Seller shall, at Dinsmore's option, either procure for Dinsmore the right to continue using the goods, replace the goods with substantially equivalent goods, modify the goods so as to be usable by Dinsmore, or repurchase the goods at the price set forth in this Order. This Paragraph 8 shall not be construed to indemnify Dinsmore for any loss to the extent it is attributable to Dinsmore's design, specification, or negligence.

9. INSURANCE: Seller shall obtain and keep in force for three years after the last delivery under this Order the following insurance:

a) Commercial General Liability insurance, including Personal and Advertising Injury, Products/Completed Operations, Medical Payments, Bodily Injury, and Property Damage, with minimum limits of \$1,000,000 per occurrence / \$2,000,000 aggregate.

b) Product Liability insurance with limits customary for the type of product. This insurance may be obtained as standalone coverage or as part of the Commercial General Liability. This insurance must provide coverage for claims occurring worldwide.

c) Workers Compensation/Employer's Liability insurance, for any Seller whose employees will be entering Buyer's premises, with statutory limits, or \$1,000,000 if no statutory requirement, and \$1,000,000 in employer's liability coverage.

d) Automobile Liability insurance, for any Seller whose employees or agents will be driving on Buyer's premises or making delivery to Buyer's premises, with minimum limits of \$1,000,000 per occurrence. All insurance required herein shall (1) contain a waiver of subrogation in favor of Dinsmore, where permitted



by law and (2) provide that such insurance is primary, non-contributory, and not excess coverage. Additionally, Commercial General Liability, Product Liability, and Automobile Liability shall (1) contain coverage for Contractual Liability, (2) name Dinsmore & Associates, LLC, its subsidiaries and its affiliates as additional insured, or equivalent. If requested, Seller shall furnish a certificate evidencing the required insurance to Dinsmore.

10. RISK OF LOSS: Seller shall bear the risk of loss or damage to the goods covered by this Order until they are delivered to and accepted by Dinsmore.

11. DINSMORE-FURNISHED MATERIAL: Seller shall not use, reproduce, or appropriate for or disclose to anyone other than Dinsmore, any material, tooling, dies, drawings, designs, or other property or information furnished by Dinsmore ("Material") without Dinsmore's prior written approval. Title to all Material shall remain in Dinsmore at all times, and where practicable the Material shall be clearly marked or tagged to indicate this ownership. Seller shall bear the risk of loss or damage to the Material until it is returned to Dinsmore. All Material, whether or not spoiled or used, shall be returned to Dinsmore at termination or completion of this Order unless Dinsmore shall otherwise direct.

12. REFERENCES TO DINSMORE: Except to the extent required by law, Seller shall make no reference, advertisement, or promotion regarding Dinsmore or Dinsmore's purchase or use of the goods or services covered by this Order without the prior written consent of Dinsmore.

13. USE OF SELLER'S INFORMATION: All information disclosed to Dinsmore in connection with this Order is furnished as part of the consideration for Dinsmore's placement of this Order. This information is not to be treated as confidential or proprietary, and no claim will be asserted against Dinsmore, its assigns, or customers, for its disclosure or use.

14. TERMINATION:

a) Dinsmore may terminate this Order, in whole or in part, without liability: if Dinsmore anticipates Seller's breach of this Order and Seller does not provide adequate assurance of its performance within five (5) days of Dinsmore's request; if deliveries are not made at the time or in the quantities specified; or in the event of a breach or failure by Seller to meet other terms of this Order. This right shall be in addition to any other remedies provided Dinsmore by law.

b) Dinsmore may terminate this Order, in whole or in part, at any time for its convenience by notice to Seller in writing. Seller's sole compensation for such termination shall be payment by Dinsmore of the percentage of the total Order price corresponding to the proportion of work completed in filling the Order prior to such notice, plus any reasonable expenses incurred by Seller in terminating Orders and work in progress. Such termination claim must be submitted to Dinsmore within sixty (60) days of the date of termination and shall be subject to audit by Dinsmore.

c) Upon any termination under this paragraph, title to all equipment, materials, work- in-progress, finished products, plans, drawings, specifications, information, special tooling, and any other items for which Seller may submit a claim shall vest in Dinsmore, and Seller shall promptly deliver these items to Dinsmore and take all necessary action to protect such property prior to such delivery.

15. SETOFF: Any counterclaim against Seller or any of its related entities by Dinsmore or any of its related entities which arises out of this or any other transaction may be set off against any money due Seller under this Order.



16. ASSIGNMENT; SUBCONTRACTING: Seller shall not assign this Order or subcontract any material portion of the performance of it without Dinsmore's prior written consent.

17. CONTROLLING LAW: This Order and the performance under it shall be controlled and governed by the law of the state shown in Dinsmore's address on the face of this Order, and Seller hereby submits to the jurisdiction of the courts of that state for purposes of resolving any dispute.

18. PRODUCT/PROCESS CHANGES: Seller shall notify Dinsmore' (Supplier Quality Department) in advance and in writing of all proposed changes in the following aspects of the Products or their components: (i) composition or source of any raw material; (ii) method of producing, processing or testing; (iii) change in subcontractors for producing, processing or testing; (iv) site of manufacture, and (v) labeling. No such change shall be made without Dinsmore' prior written consent.

19. CONFIDENTIALITY: During discussions leading up to this Order and during the course of providing the goods or services hereunder, it is anticipated that Seller will learn confidential and/or proprietary information of Dinsmore. Seller will keep confidential and not disclose or use, except in connection with the goods or services to be provided hereunder, Dinsmore's confidential and/or proprietary information, including without limitation, information concerning Dinsmore' products, manufacturing processes, customers, product pricing, and technical know-how. The obligations of nonuse and confidentiality of such information shall survive the termination of this Order. To the extent the parties enter or have entered a separate Non-Disclosure Agreement (NDA), the terms and conditions of that NDA will control.

20. INTELLECTUAL PROPERTY: Dinsmore & Associates, LLC, or its designated affiliates, shall own all rights, title and interest in and to all work product, including any intellectual property that is conceived, reduced to practice or otherwise created under or related to this Order.

21. ADDITIONAL TERMS AND CONDITIONS

- All shelf-life-sensitive materials must include the Manufacturing Date and Expiration Date.
- Unless otherwise specified, suppliers shall use and certify to the latest revision of process and/or material specifications at the time the purchase order is issued.
- Counterfeit parts shall not be supplied under this purchase order. All parts and materials must be authentic.
- Suppliers are expected to conduct business in a legal and ethical manner, complying with legal and regulatory requirements, anti-human trafficking, and export control.
- Suppliers must notify the company of changes to processes, products, or services, including changes of their external providers or location of manufacture, and obtain the company's approval.
- Dinsmore requires its suppliers to maintain quality records associated with our mutual interest for five years, or longer if required by our customers and stated on our P.O.
- These requirements flow down to any sub-tier supplier performing any process on our product or supplying any additional component which becomes part of our product.
- Technical data provided by Dinsmore or its customers is proprietary and cannot be disclosed to other customers, foreign entities, or any other entity, under any circumstances, without Dinsmore permission.
- Dinsmore special process suppliers are prohibited from procurement of any hardware or parts without specific Dinsmore authorization.
- Dinsmore complies with the conflict minerals program which restricts the use of tantalum,



gold, tin, and tungsten, originating from certain central African countries. Our suppliers are required to provide source information for any of these minerals when requested. This may be provided in the format of the Conflict Minerals Reporting Template (CMRT), or a list of minerals used, smelter names, and locations.

- Dinsmore requires our suppliers to ensure their personnel are aware of their contribution to product or service conformity, their contribution to product safety, and the importance of ethical behavior.
- Suppliers must employ individuals authorized to work in the United States and must employ due diligence to avoid any involvement in human trafficking.
- Supplier agrees to perform a new FAI on any existing work performed, as directed by Dinsmore Quality Assurance.
- Notifications: Dinsmore must be notified immediately of any nonconformities affecting our product and reserves the right to disposition all nonconformities; process changes; loss of certification status; sub-tier supplier changes; facilities relocation; or other factors having potential impact on the conformity of our products.
- Dinsmore & Associates, LLC. (Dinsmore) reserves the right to schedule and visit the seller's facility with reasonable notice for quality assurance purposes. This right extends to our customers and regulatory agencies. The agenda for any such visit could include process evaluation and the review of pertinent records.

22. SUBCONTRACT SUPPLIER PACKAGING REQUIREMENTS

- Packaging materials, procedures, and workmanship shall be of good commercial quality and practice.
- Each part shall be individually protected and adequately padded and/or wrapped to prevent rupture of protective material and shipping container.
- Packaging materials must be compatible with the product to eliminate the possibility of damage and deterioration.
- The product shall be packaged to provide adequate physical, chemical, and cleanliness protection.