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**PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY**

**1. GENERAL:**

A Purchase Order (“Order” or “PO”) is an order that is reduced to a writing, signed and issued by Dimation (“Dimation”, “Buyer”, “we”, “us”, “our”) as Buyer for the purchase of goods (“Goods”, “Products”), services (“Services”) or both listed on the face of the PO (“Ordered Items”) in the quantities (“Quantity”), for the price (“Price” , “Purchase Order Price”, “Contract Price”) and according to the schedule (“Schedule”) noted thereon from the Supplier (“External Provider”, “Vendor”, “Seller”, “you”, “your”), to whom the PO is addressed. The term “goods” or “Goods” as used herein means, without limitation, any and all materials, parts, products, assemblies, machines, tooling, test equipment, technical data, software, documentation, and other tangible items or documentary information furnished or required to be furnished by Seller under this Order. The term “services” or “Services” means, without limitation, any and all technical assistance, support, maintenance, consultation, assembly or other work, and other effort furnished or required to be furnished by Supplier (other than labor provided in connection with “Goods”) under this Order. The following terms and conditions of purchase (“Terms and Conditions” or “these Terms and Conditions”) shall govern all purchases of Goods and acquisition of Services by Dimation from you and deliveries of all such Goods and Services to Dimation by you. These Terms and Conditions shall apply to all communications – phone, electronic, oral, paper or any other form of transmission in connection with this PO from either Party. Any additional or supplemental terms, conditions and specific details (“Additional Terms and Conditions”) presented in or accompanying this Order including, but not limited to, written information on the face of the Order, attachments, exhibits, supplements, appendices, addenda, drawings, notes, instructions, part lists, statement of work, schedule, invoices, change authorization, quality clauses, and specifications as called out in the PO (“Specifications”, as exemplified by, but not limited to, ISO 9001:2008, AS9100D manufacturing and supporting services, ITAR Registration, RoHs compliant production capability, J-STD-001 and or IPC-A-610, and ANSI/ESD s20.20.-2007 100 Volt HBM), shall be deemed to be placed under and incorporated within these Terms and Conditions. Whenever the provisions in the Additional Terms and Conditions conflict with the provisions in these Terms and Conditions, the written provisions of the Additional Terms and Conditions shall control. If this Purchase Order is issued by Dimation as a blanket Order, any estimate or demand forecast that Dimation may provide is for planning purposes only and is not a commitment by Dimation to purchase. Dimation will be obligated to purchase only those quantities of Goods or Services that it specifically requests under separate subsequent purchase orders (i.e. release Orders) that Dimation may issue from time to time. If a prior purchase contract or purchase agreement signed by Dimation is in effect between you and Dimation pertaining to the subject matter hereof, the terms and conditions of that contract agreement shall apply to this Order, and the following Terms and Conditions do not apply. Any typographical, clerical or other error or omission in any Order or other document or information issued by Dimation shall be subject to correction without any liability to Dimation.

**2. ACCEPTANCE OF PURCHASE ORDER/ CONTRACT FORMATION**

YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND SHALL BE DEEMED TO HAVE ACCEPTED THEM (AND ACCEPTED DIMATION’S ORDER) upon your timely acknowledgement or confirmation of Dimation’s Order (no later than fifteen (15) calendar days from the date of the Order), delivery of an invoice, delivery of all or any part of the Products or Services ordered, express or implied commencement of Services, or acceptance of a payment for all or any part of the Products or Services or both. Seller’s order acknowledgement or purchase order confirmation responsive to Dimation’s Order together with Dimation’s Order and these Terms and Conditions (whether delivered in connection with Dimation’s Order or otherwise), shall constitute the entire contract (“Contract” or “Agreement”) between Dimation and Seller (collectively “the Parties”) pertaining to the subject matter hereof. The Contract shall supersede all prior or contemporaneous oral or written negotiations, agreements, understandings or representations with respect thereto. Usage of the trade, custom, practice or course of dealing shall not operate to supplement or explain any term or condition used in the Contract or Agreement. Except to the extent the Parties shall have otherwise agreed to in writing, all terms that are additional to, vary from, differ from, are inconsistent or conflict with these Terms and Conditions wherever contained or otherwise presented by Seller prior to, contemporaneous with, or subsequent to this Order are hereby expressly objected to and rejected and notwithstanding any act or omission by Dimation or Dimation’s agent. including without limitation, Buyer’s reference to Seller’s quotation terms, Buyer’s act of accepting all or any part of the Products or Services, or expressly or impliedly allowing Seller to begin performance, or Buyers’ failure to seasonably object to the aforementioned conflicting, inconsistent or additional terms and conditions prior to, contemporaneous with or subsequent to placing the Order with Seller, shall not be applicable to the Order. Dimation reserves the right to cancel an Order and no contract or agreement shall result if notice of the cancellation is sent to Seller before receipt of Seller’s Order Acknowledgement or Purchase Order confirmation.

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**3. PRICE, PAYMENT TERMS**


Unless otherwise agreed, Seller will send a separate invoice for each separate shipment of Ordered Items. The invoice must contain complete and accurate information including, at a minimum, the number of this Purchase Order (including the release number if the shipment is against a blanket Purchase Order), deliver to location, a complete and accurate description, quantity and price of each Ordered Item, delivery costs, applicable taxes, extended totals and any other information required to be included by the terms of this Purchase Order.

Prices for Products and Services shall be in U.S. Dollars and no higher than those stated on the face of Dimation's Purchase Order. Unless otherwise specified, Dimation shall make payments in U.S. Dollars which will be due ("Due Date") net thirty (30) days from the later of (i) the date of Acceptance (the date when Acceptance can be said to occur under this Agreement is set forth in Section 4a of this document) of all the invoiced Products and/or Services received by Dimation or (ii) from the date of Dimation's receipt of a valid and non-disputable invoice. Dimation will, however, consider early payment should the terms of the Purchase Order or Supplier's invoice specify that a discount amount by which the invoiced payment will be reduced if payment is made before the Due Date. Supplier warrants that the Goods and Services contained in the Purchase Order are priced at the lowest net price or rate quoted by Seller for the same or like goods, of like quality, in smaller or equal quantities and for like services, to any other customer during the period between acceptance of this Order and delivery of the Products and/or Services. If Supplier reduces its prices for such goods and services before the Order is shipped, Seller agrees to reduce the prices to Buyer correspondingly. Supplier will not charge Dimation for boxing, packing, crating, hauling, storage, or transportation to point of delivery unless previously agreed to, in writing, by Dimation.

Unless otherwise expressly specified herein, the prices in this Purchase Order include, and Supplier is liable for and shall pay, all taxes, impositions, charges, customs duties, or tariffs and exactions imposed on or measured by this Purchase Order except for applicable sales and use taxes or similar taxes, impositions, charges or exactions which Supplier is required by law to separately state on Supplier's invoice and collect from Buyer. Buyer may provide Supplier a valid exemption certification in lieu of paying such taxes. Payment of invoices shall be deemed correctly made unless Seller notifies Dimation of any discrepancies in payment within thirty (30) days after receipt of payment. If Dimation disputes any invoice, it will promptly notify Seller and withhold payment of the disputed portion of the invoice without such withholding being construed as a breach of this agreement. The parties agree to mutually resolve any payment or invoice related dispute within a reasonable time.

**4. DELIVERY:**

Seller understands and acknowledges that all terms as to quantity, quality, price, other specifications, and time of delivery are essential and material elements that go to the essence of the transaction contemplated hereby and must be strictly adhered to. Time is of the essence under this Purchase Order and without limitation to the foregoing, 100% on-time delivery is of the essence. Seller's failure to timely deliver all or any portion of the goods in accordance with the delivery schedule under this Purchase Order, if unexcused, shall be considered a material breach of this Purchase Order notwithstanding any act or omission by Dimation or Dimation's agent, including without limitation, modification of this Purchase Order or acceptance of late deliveries. The relevant point in time for the delivery of goods shall be the date of receipt at the place or destination specified by Dimation on the Purchase Order. If a delivery date is not stated, Supplier will deliver goods and services within thirty (30) days of the date of the Purchase Order, except, however, the lack of a delivery date shall not constitute a waiver of Dimation's rights and remedies hereunder. If Seller anticipates difficulty in complying with a required delivery date, Seller will promptly notify Dimation in writing of the cause and of the length of any delay or anticipated delay in meeting the delivery requirements of this PO. Seller acknowledges that Buyer's production and delivery schedules are established in reliance upon the delivery dates specified in its Orders; accordingly, Seller, without additional charge, will take all reasonable steps, including without limitation expedited shipment, to deliver the Goods and complete the Services to meet the date or dates specified on the Purchase Order or in a written release issued by Buyer hereunder. In the event of any late delivery, Buyer may (in addition to any other rights and remedies that may be available to Buyer at law or equity), at its option, reject the materials that are subject to the late delivery, cancel this PO for default, partially cancel this PO for default, vary delivery terms hereunder (including, without limitation, requiring Seller to use expedited delivery at Seller's expense), or use other materials. Seller will be responsible for any costs, penalties, or damages sustained by Buyer as a result of Seller's delay, including costs of cover. **SHIPMENT:** All Goods are to be shipped freight prepaid, F.O.B. destination, unless otherwise stated or agreed. Buyer may specify the carrier or method of transportation at any time. Supplier shall pay all shipping charges and list such charges as a separate item on Supplier's invoice. Each invoice which lists shipping charges should also present the original or a copy of the bill evidencing that such shipping charges have been paid. If the Seller's quoted price for Goods is inclusive of shipping and handling (S&H), Seller can ship Goods in its normal mode of delivery. If Seller's quoted price for Goods does not include shipping and handling, Seller will ship the Goods as directed or otherwise approved by Dimation. If Dimation does not specify the method and means of transportation, Supplier shall select an economical carrier offering the lowest common carrier rate and delivery route for the quantity ordered, pay all shipping charges and list such charges as a separate item on Supplier's invoice and submit a paid freight bill or equivalent to support each such invoice charge.

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Normally, Seller will ship all items on a PO in a single shipment. However, if necessary and practical and upon Buyer's prior approval, Seller may make shipment of Ordered Items in a PO in installments. All such installments shall be separately invoiced and paid for when due per each invoice. Any provisions herein for shipment or delivery of Goods and the performance of Services by installments shall not be construed as making the obligation of Seller severable and Seller acknowledges that a default with respect to any one installment shall impair the value of the whole contract. Seller agrees to consolidate all shipments that are to be forwarded to Buyer on the same date of delivery via one route. In all such instances, for each Order included in the shipment, Seller will include a separate packing sheet showing PO number, and, when required by the Buyer, the lot codes and date codes for each item in each Order. Buyer agrees to pay delivery charges for each shipment made using the carrier, mode and method specified by Buyer in the PO. All items must be properly prepared for shipment to secure lowest transportation rates and comply with carrier regulations. No charges will be paid by Buyer for packing, crating, or cartage unless so stated in the order. Any charges in excess of the delivery charges Dimation has agreed to pay will be the responsibility of Supplier. Supplier agrees to bear all risk of loss, injury or destruction of Goods or materials that occur prior to acceptance by Dimation. Supplier agrees to bear all risk of loss, injury or destruction of Goods or materials that occur prior to acceptance by Dimation. Supplier also agrees to bear all risk of loss, injury or destruction of Goods or materials whenever occurring if the loss, injury or destruction results from Supplier's act or omission in packaging or crating Goods for shipment and delivery. Supplier warrants that all items furnished under this Purchase Order – stand-alone or as components of an assembly, are new in that they are in their original unopened packaging (unless repackaged as per Buyer's instructions on the PO) and unused.

**4a. DELIVERY; DEFECTIVE GOODS:**

All goods furnished under this Purchase Order shall be subject to inspection at Dimation's facility or such other destination set forth in the Purchase Order. Acceptance ("Acceptance") by Dimation will occur upon completion, to the satisfaction of Dimation, of any acceptance tests or programs described in the Purchase Order or attachments thereto in respect to all the invoiced Goods/Products and Services received by Dimation under this PO, as evidenced by a certificate of acceptance signed and dated by Dimation on the date of Acceptance. In the event a certificate of acceptance is not issued, Acceptance by Dimation will occur on the thirtieth (30<sup>th</sup>) day following receipt by Dimation of the Products and/or Services and any related documentation (the date of Acceptance) unless Dimation has notified Seller in writing within this period that Goods are defective or otherwise do not conform to Specifications.

Dimation reserves the right to refuse or reject, in its sole discretion and irrespective of date of payment, all or any portion of the goods i) delivered late; ii) delivered in quantities in excess of those ordered; iii) delivered in advance of the delivery schedule; iv) which are, in Dimation's sole judgment, defective in material or workmanship, fail to meet the drawings, statement or work, specifications or other technical documents contained in the Purchase Order and any applicable appendix thereto ('non-conforming Goods'); or v) are otherwise fail to meet the requirements of this Section 4 or the warranties and the terms and conditions contained elsewhere in this contract ("Non-Conforming Goods"). In respect to the Non-Conforming Goods not retained, Dimation may, in its sole discretion, require Seller to remove such goods, direct their correction in place or, repair, replace or correct them with Seller's authorization, prepare such goods for shipment and ship to Seller at Seller's sole cost and expense all without waiver of any claim Dimation may have for Seller's breach including without limitation, the right to damages, the right to cancel this contract and the right to recover by set off or otherwise any and all costs, expenses and damages paid, incurred or suffered as a result of or relating to holding, returning, correcting or rejecting defective or non-conforming goods. All repair, replacement and other correction and redelivery shall be completed within the original delivery schedule unless otherwise agreed by the parties. If Seller fails to promptly remove goods rejected by Buyer or if Seller fails to promptly replace or correct them, Buyer may replace or correct such goods at Seller's expense. Dimation may issue a Supplier Corrective Action Report (SCAR) to determine the root cause and implement corrective actions to mitigate Supplier's repeated critical quality, delivery or process issues. Where a Supplier's product defect rate or a late delivery rate exceeds 15% per annum, Dimation may classify the supplier as a "Provisional" Supplier and require the Supplier to meet additional contractual terms and conditions. Should the Supplier be unable to correct the issues within a reasonable time, Dimation reserves the right to reclassify the Supplier and place the Supplier in the "Not Accepted" category.

All services performed under this purchase order shall be performed in accordance with the standards of care and diligence customarily exercised by persons performing such services in the industry. Seller will furnish all skills, labor, supervision, equipment, goods, materials, supplies, transport, and storage required for Services. Seller shall maintain a Quality Management System ("QMS") compliant to national/international quality certification standards including, without limitation, the ISO 9001, AS9100/9120, or equivalent standards. If a potential or current Seller has not registered their quality management system to a national/international quality certification standard, Buyer may, in its sole discretion, audit the Seller and/or require the Seller to provide additional QMS related documentation to qualify or continue as a supplier to Dimation. Seller understands and agrees that Dimation, its customer and governmental regulatory authorities have the right to access applicable areas of the Seller's and Seller's sub-tier suppliers' premises where any portion of the work required in connection with the PO is being performed to verify that the subcontracted Product conforms

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to the specifications and requirements of this PO and to inspect applicable records relevant to this Purchase Order. Under special circumstances, Dimation may request that Seller use special process sources that have been approved by Dimation.

If Seller delivers nonconforming services (i.e. Services that do not conform to Dimation's specifications and/or to the terms and conditions under this Purchase Order), Dimation may require Seller to promptly correct or replace the nonconforming services. Redelivery to Buyer of any corrected or replaced services shall be at Seller's expense. In addition, Buyer may (i) correct the nonconforming services or (ii) obtain replacement services from another source all at Seller's expense.

In addition to the quality related provisions contained in these Terms and Conditions, Seller agrees that the provisions set forth in **"Dimation, Inc. Purchase Order Quality Requirements"** which are located at Dimation's Website shall apply to the PO.  
**Unauthorized Parts**

For the purposes of this PO, a "Suspect Part" is a part, including any software or firmware embedded in a part, in which there is an indication by visual inspection, testing, or other information that it may meet the definition of a "Fraudulent Part" or a "Counterfeit Part" or any part that is designated as suspect by the U.S. Government. A "Fraudulent Part" is any part, including any software or firmware embedded in a part, knowingly misrepresented as meeting required specifications. A "Counterfeit Part" is a part of new manufacture or refurbished, including any software or firmware embedded in a part, that has been represented, identified, or marked as genuine, but has been confirmed to be a copy, imitation, or substitute that was created without a legal right to do so, and with intent to mislead, deceive, or defraud. In this PO, Suspect Parts, Fraudulent Parts, and Counterfeit Parts are referred to collectively as "Unauthorized Parts."


If Unauthorized Parts are furnished under this PO and are found in any of the goods delivered hereunder ("Contaminated Goods"), Dimation will impound the Unauthorized Parts and Contaminated Goods and provide Notice to Supplier and the relevant regulatory authority of such action. The Unauthorized Parts will be either sent to a third party for further analysis or destroyed. The Seller shall promptly replace such Unauthorized Parts and Contaminated Goods with parts and Goods acceptable to Dimation. Seller shall be fully liable for all costs relating to the removal and replacement of said Unauthorized Parts and Contaminated Goods, even if such costs might be considered indirect, special or consequential damages.

**5. EXCUSABLE DELAYS;**

Supplier will not be liable for any failure to make or delay in making delivery as specified in this PO or in any release hereunder to the extent the failure or delay is attributable to unforeseeable causes beyond the reasonable control and without the fault or negligence of seller including, but not limited to, acts of God, acts or omissions of Dimation or other parties affiliated to Dimation, acts or omissions of civil, military or Governmental authorities, fire, strikes, floods, severe weather conditions, riots, war, freight embargoes, transportation disruptions, cyber-attacks, terrorism, epidemics, labor disputes, quarantine restrictions, or material shortages ("Force Majeure Event"), so long as Supplier notifies Dimation promptly in writing (and in all cases within 48 hours) upon the occurrence of the Force Majeure event setting forth the particulars of the Force Majeure Event and providing adequate assurances to Dimation that Seller shall deliver the goods and services with reasonable dispatch after cessation of the Force Majeure event, except, however, the failure or delay in delivery due to such cause shall not constitute a waiver of any rights and remedies available to Dimation hereunder that are unrelated to the failure or delay in making delivery. Nothing in this Agreement shall operate to excuse Supplier for a failure or delay that is caused by any labor problems or strikes relating to the workforce of Supplier or a sub-tier supplier of Supplier or subcontractors or any commercial circumstance affecting pricing or availability of any goods, services, raw materials or other items and the foregoing shall not constitute Force Majeure Events. During the period of any failure or delay by Supplier occasioned by a Force Majeure Event, Dimation may, at its option, a) purchase Ordered Items from other sources and reduce its purchases from Supplier by such quantities without liability to Supplier; or b) permit Supplier provide Ordered Items from other sources in quantities and at times requested by Dimation and at the price set forth in this PO. Dimation shall also be excused for any failure or delay in performing under this PO or in accepting delivery, if such failure or delay is due to any Force Majeure Event.

**6. CHANGE ORDERS/CANCELLATION:**

Dimation reserves the right to make, from time to time, changes as to specifications, designs, packing and testing instructions, quantities, destination, delivery schedules and other changes to the accepted order by submitting a written change request to Supplier. Should Dimation request and Supplier approve a change request, Supplier will advise Dimation in writing of the adjustments, if any, of the change request on the price, delivery schedule and/or quantities. The change request will be binding on the Parties only after Dimation advises Supplier in writing of its acceptance of the adjustments. In the event that Dimation and Seller are unable to reach an agreement as to the adjustment in price, Dimation reserves the right to cancel any further deliveries under this Purchase Order after paying Seller a percentage of the Purchase Order/Contract Price reflecting the percentage of Goods and/or Services accepted by

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Dimation prior to such cancellation. Dimation may, on occasion, request cancellation of an accepted Order. In the event the parties agree upon a cancellation, Dimation agrees to pay Supplier according to the following cancellation terms:

- 1) Dimation will be liable for 100% of the contract price for all finished Products already shipped and/or received by Dimation, and 100% of the contract price for all finished Products in Supplier's possession;
- 2) 100% of the contract price for all Services already performed, and 50% of the contract price for all Services for which Supplier has made preparations or has become committed for fulfillment of the contract prior to the date of cancellation as evidenced by Supplier's business records.

Upon cancellation by Dimation under this Section 6, Supplier shall provide Dimation, within (15) business days of such cancellation, a detailed invoice of the cost of cancellation and the Parties agree that the amounts set forth in such invoice shall become payable by Dimation within thirty (30) days upon receipt of such invoice.

**7. DIMATION-SUPPLIED MATERIALS, TOOLING, EQUIPMENT, AND TECHNICAL DATA:**


All tooling, including without limitation, machines, jigs, fixtures, molds, dies, stencils, measuring and testing devices, templates, models, drawings, software, designs, or equipment procured, produced, or used by Supplier for the purposes of filling Dimation's Order, for which Supplier has separately charged Dimation and, for a period of one year from the date of final delivery of all Products or Services contemplated hereunder, made available to Dimation for pickup from Supplier's facilities upon reasonable notice to Dimation. After the expiration of the one-year period following the date of final delivery, Dimation shall deem the Tooling abandoned and may, in its sole discretion, and without notice to Buyer, dispose the Tooling in any manner it shall see fit, without liability to Buyer.

**8. WARRANTY:**

Seller warrants and represents that the Seller has special skills and expertise and that Buyer is relying on the skills, expertise and judgment of Seller to select, manufacture, produce, furnish or deliver to Buyer Products and/or Services under this purchase order. All representations of Seller as to the function, suitability for a particular purpose, use, and quality of Products and /or Services to be delivered under this purchase order are warranties of Seller. Seller represents and warrants that all Products and/or Services delivered under this purchase order a) are merchantable, free from defects in materials and workmanship; b) conform to all descriptions, specifications, drawings and other representations provided by Seller to Buyer and also conform to any other specifications agreed upon between the parties; c) are merchantable and fit for their particular purpose; d) free from all liens, security interests and encumbrances of any type whatsoever; and e) are manufactured, produced, furnished and delivered to Buyer in full and complete compliance with all applicable laws and regulations. Supplier warrants that the sale, resale, or use of the Goods and Services delivered under this Purchase Order shall not infringe patents or other third-party intellectual property rights except where the infringement necessarily arises solely from a specific design or specification provided to Seller by Dimation. Seller agrees to indemnify Buyer and hold it harmless from and against any and all liabilities, costs, losses or expenses, including reasonable attorneys' fees, incurred or suffered by Buyer as a result of or in connection with Seller's breach of any of its obligations hereunder and this section 8 "WARRANTY" of this Agreement. All warranties shall run to the benefit of Buyer, Buyer's customers and/or Buyer's successors and assigns and shall be cumulative and in addition to any other warranties provided by law or equity.

**9. DISPUTES AND GOVERNING LAW:**

The Contract and any disputes hereunder shall be governed by the laws of the State of Minnesota without regard to the principles of conflict of laws. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is hereby expressly waived by the parties and shall not apply to this Contract/Agreement. It is further agreed that all disputes and matters whatsoever arising under, in connection with or incident to this Agreement, shall be instituted, commenced and litigated, if at all, exclusively in and before a state Court located in the County of Dakota in the State of Minnesota or, in the case of federal jurisdiction, federal Courts located in the County of Hennepin, in the State of Minnesota, and any appropriate appellate Court thereof, to the exclusion of the courts of any other state, territory, country or other jurisdiction, and the parties hereby waive the right to change such venue and hereby consent to the jurisdiction of such courts. Notwithstanding anything to the contrary in this Section 9 "DISPUTES AND GOVERNING LAW" of this Contract, any provision in this Purchase Order that is i) incorporated in full text or by reference from the Federal Acquisition Regulation (FAR) or ii) incorporated in full text or by reference from any agency regulation that implements or supplements the FAR or iii) that is substantially based on any such agency regulation or FAR provision, shall be construed and interpreted according to the federal common law of government contracts as set forth by statute and as enunciated and applied by federal judicial bodies, boards of contract appeals, and quasi-judicial agencies of the United State Government. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this contract or its amendments, if any.

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**9.1 SEVERABILITY**

If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to serious misconduct by the Party seeking such compensation.

**10. PROPRIETARY RIGHTS:**

Unless otherwise expressly agreed in a contemporaneous or subsequent writing to the contrary or otherwise expressly set forth in this Purchase Order, i) all prototype, schematic, information, specifications, data, drawings, software, or other materials supplied by Supplier to Dimation (collectively "Supplier materials") shall disclosed to Dimation on a non-proprietary basis and may be disclosed by Dimation without restriction ii) all prototype, schematic, information, specifications, data, drawings, software, or other materials supplied by Dimation to Supplier (collectively "Dimation Materials") or obtained, and/or developed by Supplier in the performance of this Purchase Order or paid for by Dimation shall be proprietary to Dimation and shall not be disclosed to any third party without Dimation's express written consent and returned to Dimation upon request or at the completion of performance of this Purchase Order. Any Intellectual Property rights in patents, trademarks, copyrights, trade secrets, or knowhow first made or conceived by Supplier in the performance of this Contract shall be the property of Dimation and Supplier hereby assigns the Intellectual Property rights to Dimation and agrees to execute such documents necessary to perfect Dimation's title thereto.


**11. PROTECTION AND USE OF CONFIDENTIAL INFORMATION**

Except as required by law, the Supplier shall not disclose any of the terms and conditions of any accepted Order, including any price terms, to any third party for any reason whatsoever. The Parties agree that all information provided, disclosed or obtained by a receiving party from the providing party in connection with this Contract or the performance of any of the Parties' activities under this Contract ("Confidential Information") including, without limitation, business and technical information contained in attachments, exhibits, supplements, appendices, addenda, drawings, notes, instructions, statement of work, manuals provided by one party to the other, whether prepared by the party or third parties, contains information which embodies confidential know-how and trade secrets of substantial commercial value to the providing party or third parties under contract to the providing party. Each receiving party agrees a) to keep all such information confidential and safeguard it against disclosure to any other person or entity; b) to use the information only in connection with the Products and/or Services supplied hereunder; and c) to not sell, lease, loan or otherwise permit any third party or entity to access, use or disseminate the information without the express written consent of the providing party. All sub-tier suppliers and sub-contractors used by the Supplier in connection with this PO and that have access to any Confidential Information must execute a Non-Disclosure Agreement that contains covenants governing the protection and use of Confidential Information which are at least as restrictive as provided in this Section 11 of this Agreement. The restrictions of this Section 11 PROTECTION AND USE OF CONFIDENTIAL INFORMATION shall not operate in respect to information that is generally available to the public.

**12. TERM / TERMINATION**

Either Dimation or Supplier may voluntarily terminate this Contract at any time upon written notice to the other party, but all Orders previously submitted and confirmed shall remain binding upon the parties and subject to Section 6 "CANCELLATIONS/ CHANGE ORDERS" of this Contract. In no event shall the Term of this Contract be later than Buyer's acceptance of all Products and/or Services contemplated hereunder and full payment of the Contract Price to Supplier or the voluntary termination of this Agreement as provided in this section, whichever occurs first. Termination shall be without prejudice to any rights or remedies Dimation or Supplier may have by reason of any breach of this Contract.

The rights and obligations of the parties including, but not limited to, those addressing the following subjects: Dimation-supplied materials, tooling, equipment, and technical data; Price, Payment Terms; Warranty; General Indemnification, Intellectual Property Indemnification; Proprietary Rights; Protection and Use of Confidential Information; Export Control Laws; Disputes and Governing Law; Defective/Nonconforming Goods; U.S Government Contracts / Subcontracts; and any other right or obligation of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

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**13. SUPPLIER RECORDS:**

Supplier shall maintain general records relating to this Purchase Order for a minimum period of seven years after completion of final delivery of materials, goods or services pursuant to his Purchase Order or for any such longer period as may be required by statute or otherwise expressly specified elsewhere in this Purchase Order or the documentation related to it. Seller agrees to maintain quality records (“Quality Records”) related to this PO in accordance with the retention period(s) specified in the document titled “Dimation’s Purchase Order Quality Requirements” referenced elsewhere in this Order.

**14. EXPORT CONTROL LAWS:**


Both Parties agree and understand that the information provided or furnished and/or to be provided or furnished hereunder, including, but not limited to, Confidential Information (as the term is used in Section 11 of this Agreement) or any direct product thereof, and the Products (or Goods) or the results of the performance of Services hereunder, or the technology and information related to such Products and Services is subject to the then current export and import laws and regulations of the United States and such other governments as are applicable when the Products (or Goods), Services or Technology are delivered by Supplier to Dimation including, without limitation, the Export Administration Regulations (“EAR”) administered by the U.S. Department of Commerce, International Traffic in Arms Regulations (“ITAR”) under the U.S. Department of State, and embargo controls administered by the U.S. Department of the Treasury’s Office of Foreign Asset Controls (“OFAC”) and may be subject to export or import regulations in other countries. Each Party to this Agreement shall not, and shall not allow any third party, to remove or export, re-export, import, or disclose via any means the Confidential Information, information classified as technical data or any part thereof (i) into (or to a national or resident of) any embargoed or terrorist supporting country, (ii) to anyone on the U.S. Commerce Department’s Table of Denial Orders or U.S. Treasury Department’s list of Specially Designated Nationals; (iii) to any country (or to a foreign national or resident of such country including foreign nationals employed by or associated with the Party) to which such export or re-export, removal, or disclosure is restricted or prohibited or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (iv) in violation of any export or import restrictions, laws, or regulations of any United States or foreign agency or authority. Each Party represents and warrants that (i) it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list and (ii) it shall provide the other Party with written notice containing the nature of any export controlled information, including Export Control Classification Number (ECCN) or United States Munitions List (USML) category, prior to furnishing of such export controlled Confidential Information to the other Party. Each party shall indemnify and hold the other party harmless for all claims, demands, damages, costs, fines penalties, attorney’s fees, and all other expenses arising from a failure of the other party to comply with this Section 14 “EXPORT CONTROL LAWS” of this Agreement.

**15. COMPLIANCE WITH LAWS**

Supplier warrants that the Products and Services provided to Dimation under this Purchase Order shall be manufactured, sold, used and rendered in compliance with, and Supplier agrees to be bound by, all applicable federal, state, and local laws, orders, rules, ordinances, regulations, guidelines, standards, limitations, controls, prohibitions, or other requirements contained in, issued under, or adopted pursuant to such laws as in effect at any given time. In particular, Supplier shall not offer, pay, or accept bribes or participate in other illegal inducements; Supplier shall employ fair business and employment practices, including, but not limited to, equal employment opportunity. Supplier warrants that it has and shall obtain, at its sole expense, all registrations and licenses and shall permits as required to perform under this Purchase Order. No assignment or subcontracting will relieve or discharge Supplier from any obligation, provision, or liability under this Purchase Order. Supplier will remain fully responsible for such performance and will be fully responsible and liable for all acts or omissions.

**15.1** Supplier will deliver a current and complete Material Safety Data Sheet (“MSDS”) to Dimation at or before shipment of any Good that requires a MSDS. Supplier warrants that each Good is in compliance with, or exempt from, all applicable chemical control laws (“Chemical Control Laws”) including, without limitation, the United States Chemical Control Law known as the Toxic Substances Control Act (TSCA) and any other Chemical Control Law(s) that may be referenced in an Order.

**15.2** Conflict Minerals. To the extent Supplier supplies direct materials or Goods that contain tin, tantalum, tungsten or gold (“3TG”) that originate from the Democratic Republic of Congo (DRC) or an adjoining country (“Conflict Minerals”), Supplier must ensure and document a reasonable inquiry that those Conflict Minerals are “DRC conflict-free” as defined under Section 1502 of the U.S. Dodd-Frank Act and its implementing regulations and upon Dimation’s request, promptly provide information or such other representations of Supplier’s and its suppliers’ due diligence efforts with regard to Conflict Minerals as Dimation may reasonably require, in the form prescribed by Dimation, to assist Dimation in conducting reasonable due diligence concerning the DRC conflict-free status of Conflict Minerals supplied as direct materials or used in the Goods supplied under this Purchase Order. Supplier will include the substance of this Section 15.2 in any agreement between Supplier and its suppliers.

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**15.3 Unauthorized Parts:** Supplier represents and warrants that it has policies and procedures in place to ensure that none of the supplies or materials furnished under this Purchase Order are “Unauthorized Parts” as defined in Section 4 of this Agreement and certifies, to the best of its knowledge and belief, that no such parts have been or are being furnished to Buyer by Supplier. Dimation may institute controls such as requiring the Seller to provide appropriate Material Certificates, Certificates of Conformity, and /or other supporting documentation (such as documentation that identifies all parties involved from the materials/parts supplier to the direct source of the materials/parts and appropriate test results) in order to prevent the purchase of Unauthorized Parts and to ensure product identification and traceability,. Service providers may be required to provide documentation of process capability to recognized standards and traceability to the authorized sources of supply of all parts for Goods provided under this PO. Supplier agrees to establish and maintain a Counterfeit Material Prevention plan that meets the requirements of recognized standards such as, for example, section 8.14 of AS9100D. Supplier’s Counterfeit Material Prevention plan will be utilized by Supplier to prevent the delivery of Unauthorized Parts and control /report materials identified as Unauthorized Parts. Supplier shall only purchase materials/items to be delivered to Dimation or incorporated into Goods delivered to Dimation under this PO from authorized sources of the materials/items including Original Component Manufacturers (OEM) / Original Component Manufacturers (OCM) and their authorized distributors and authorized resellers. In the event, materials/parts, other than raw materials or standard hardware, can only be procured from independent sources, Supplier will obtain written approval from Dimation prior to the purchase. Raw materials and standard hardware must have traceability back to the source of the materials/parts. Upon discovering that Supplier has delivered to Dimation an Unauthorized Part, Supplier shall promptly notify Dimation of the same. Supplier’s Counterfeit Material Prevention Plan must include training of appropriate personnel to identify and report Unauthorized Parts, have processes and procedures for containment and notification in the event Unauthorized Parts are discovered. The notification section must include, without limitation, the Government-Industry Data Exchange Program (GIDEP). Supplier will flow down the requirements of this Section 15 in all its subcontracts and purchase orders for purchased goods or process-related services required for the Goods/Services under this PO, whether such goods are supplied to Supplier as an end item, a component part of an end item, or an individual piece part.

**15.4** Supplier warrants that it has not offered or given and will not offer or give to any employee, agent, or representative of Buyer or to any other person, any gratuity with a view toward securing any business from Buyer or influencing such person with respect to the terms, conditions or performance of any Contract/Order from Buyer.

**16. SUPPLIER RESPONSIBILITY IN REGARD TO ITS CERTIFICATIONS AND REPRESENTATIONS**


Supplier acknowledges that Dimation will rely upon Supplier’s certifications and representations contained herein and in any written offer, proposal, or quote or company profile submission, which results in Dimation sending this Order and contracting with Supplier. By accepting this Order and entering into this contract with Dimation, Supplier republishes the certifications and representations submitted with its written offer and/or made annually, including company profile information, and oral offers/quotations made at the request of Dimation, and Supplier makes these certifications and representations set forth in this Agreement. Supplier shall immediately notify Dimation of any change of status regarding any certification or representation.

Supplier agrees to provide and maintain in effect at all times during the term of this PO Agreement, at Supplier’s sole expense, at least the minimum insurance coverage required to indemnify, defend and hold Buyer harmless from and against any and all claims, costs, damages, expenses and liabilities, including attorney fees and costs, resulting from, arising out of or in connection with Supplier’s performance or breach of this Agreement, and covering, without limitation, general liability, public liability, product liability, product recall, completed operations, contractor’s liability, automobile liability insurance, Worker’s Compensation, and employer’s liability insurance. Seller agrees to submit certificates of insurance, evidencing its insurance coverage when requested by Buyer. Satisfaction of this obligation to procure insurance and perform other actions in connection with this Section 16 of this Agreement will not relieve Supplier of any other obligations or liabilities hereunder.

Supplier will flow down these requirements in all its subcontracts and purchase orders for purchased goods or process-related services required for the Goods, whether such goods are supplied to Supplier as an end item, a component part of an end item, or an individual piece part.

**16.1 SUPPLIER’S WAIVER OF DAMAGES:** DIMATION AS BUYER UNDER THIS AGREEMENT WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUPPLIER FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS) IN ANY WAY RELATED TO GOODS, SERVICES, AN ORDER OR ITS TERMINATION, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH THE DAMAGES ARE SOUGHT.



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**17. U.S. GOVERNMENT CONTRACTS / SUBCONTRACTS**

In the event that certain of the Products or Services supplied under this Order/Contract are categorized as Defense Articles by the U.S. Department of State and are subject to the International Traffic in Arms Regulations (or ITAR) and Dimation's Order is placed under a contract with the United States Government and/or when commercial items, materials, products, goods or services furnished by Supplier to Dimation pursuant to this Order/Contract are for use in connection with a United States Government prime contract or higher-tier subcontract, in addition to Dimation's General Purchase Order Terms and Conditions, the provisions set forth in "**Supplemental Purchase Order Provisions for U.S. Government Contracts/Subcontracts**" which are located at Dimation's Website shall apply, as required by the terms of the prime contract, or by operation of law or regulation.

Otherwise, Dimation's General Purchase Order Terms and Conditions shall govern the contractual relationship of the Parties. The contents of the "**Supplemental Purchase Order Provisions for U.S. Government Contracts/Subcontracts**" are incorporated herein by reference as if set forth verbatim herein.