



Standard Purchase Order Terms & Conditions

The following Standard Purchase Order Terms and Conditions ("Terms") only apply to transactions that do not have a written agreement duly executed by both parties. If there is such agreement, those terms shall be the terms that govern the transaction and relationship of the parties. In the absence of such duly executed written agreement, these Terms provided to you ("Seller") with the guidelines and legal stipulations of this Purchase Order ("Order") for the goods and or services that are described on the face of the Order to be purchased by Alert Innovation Inc. ("Buyer").

1. **Acceptance and Complete Agreement.** This Order is Buyer's offer to Seller and is not to be constituted as Buyer's acceptance of any offer to sell by Seller. Acceptance of this offer by Seller should be made by a) providing a proper acknowledgement via electronic or otherwise written means; b) delivering any of the goods ordered herein; or c) rendering any of the services ordered herein. By acceptance of this Order, Seller agrees to be bound by, and comply with, all these Terms. Any additional or different terms proposed by Seller are objected to and rejected unless expressly assented to in writing by Buyer. This Order is a complete and exclusive statement of the Terms between Buyer and Seller.
2. **Packing and Shipping.** All goods shall be packed, rated and braced to prevent damage. If necessary, Seller will perform certified testing, such as from the International Safe Transit Association ("ISTA") for packaging goods and shall provide such reports to Buyer. No charges will be paid by Buyer of preparation, packing, crating or cartage unless separately stated in the Order. All shipments will ship via Buyer's official routing guide. Each package will be marked per the requirements of the Order and a packing slip that contains Buyer's Order number, Buyer's part number, where applicable, quantity, description and ship to location shall accompany each package and be available on the outside of the package. Seller shall make no declaration concerning value of goods shipped, except at lowest rating. Shipping of back ordered material shall be at no cost to Buyer unless otherwise agreed to in writing.
3. **Cancellation.** Time is of the essence in this Order. Buyer reserves the right to cancel this Order or any portion of this Order, without liability, if; a) delivery is not made when and as specified; b) Seller fails to meet contract commitments as to time, price, quality or quantity; c) Seller ceases to conduct its operation in the normal course of business; d) Seller is unable to meet its obligations as they mature; e) proceedings are instituted against Seller under the bankruptcy laws or any other laws relating to the relief of creditors; f) a receiver is appointed or applied for by Seller; or g) any assignment is made by Seller for the benefit of creditors. Buyer also reserves the right to cancel for any other reason permitted by the Uniform Commercial Code then in effect in the state where Buyer has signed this Order.
4. **Inspection and Rejection.** All goods, except goods inspected and inspected by Buyer at source prior to shipment, are subject to final inspection and acceptance by Buyer at destination notwithstanding any payment. Such inspections will be made within a reasonable time after receipt of goods, but failure to inspect and accept or reject goods or services or failure to detect defects by inspection, will neither relieve Seller from responsibility for such goods or services that are not in accordance with the Order nor impose liabilities on Buyer for them. Buyer shall notify Seller if any goods delivered hereunder are rejected, and at Buyer's election and Seller's risk and expense, such goods shall be held by Buyer or returned to Seller. No replacement or correction of nonconforming goods shall be made by Seller unless agreed to in writing by Buyer.
5. **Changes and Discrepancies.** Any discrepancies, omissions or lack of clarity in drawings, specifications, or Orders, must be referred to the Buyer for written interpretation before this Order is processed. Buyer shall have the right at any time before completion of the Order, to make changes in quantities, in drawings and specifications, in delivery schedules, and in methods of shipment and packaging. If such changes cause an increase or decrease in price or in the time required for performance, Seller shall promptly notify Buyer thereof in writing and equitable adjustment shall be made. Changes shall not be binding upon Buyer unless evidenced by a written change in the Order.
6. **Invoice and Payment.** A separate invoice shall be issued for each shipment unless otherwise agreed to or requested in writing. Unless otherwise specified on this Order, no invoice shall be issued prior to shipment of the goods and no payment shall be made prior to receipt of both the goods and a correct invoice. Applicable discount periods shall be computed from the date of receipt of a properly executed invoice received after the delivery and acceptance of the goods. Unless freight and other approved charges are itemized, any discount shall be taken on the full amount of the invoice.
7. **Warranties.** Seller warrants that:
 - a. **Price.** The prices for the goods sold to Buyer under this Order are not less favorable than those currently extended to any customer for the same or like articles in comparable or less quantities.
 - b. **Quality.** All goods delivered under this Order will conform to the requirements of this Order and provided quality guidelines (including all applicable descriptions, specifications, and drawings), will be free from defects in material and workmanship and will, to the extent not manufactured pursuant to detailed designs furnished by Buyer, be free from defect in design and fit for the intended purposes, and Seller's warranties and any more favorable warranties, service policies, or similar undertakings of Seller shall be enforceable by Buyer's customers and the users of Buyer's goods, as well as by the Buyer;
 - c. **Compliance with Laws.** In the performance of this Order, Seller will comply with all applicable Federal, State, and local laws and ordinances and all lawful Orders, rules and regulations thereunder; including the Fair Labor Standard Act, 1938 as amended, The Walsh-Healey

Public Contracts Act, as amended, Occupational Health and Safety Act and if applicable, Section 1502 of the Dodd Frank Act with regard to the use of conflict minerals in manufacturing. Seller shall be required to obtain and pay for any license, permit, inspection or listing by any public body or certification organization required in connection with the manufacture, performance, completion of delivery of any good and/or service.

8. **Indemnity and Insurance.**

- a. **Indemnity.** Seller, at its expense shall protect, defend and indemnify Buyer, Buyer's customers, and the users of Buyer's goods against all third party claims, demands, litigation and proceedings of any kind (collectively "Claims"), whether based upon negligence, breach of express or implied warranty, strict liability, infringement of intellectual property rights, death, personal injury or any other theory, and from and against all Claims for direct, indirect, special, exemplary, incidental or consequential damages of every kind whatsoever, arising out of, by reason of, or in any connected with the goods or services, the design, manner of preparation, manufacture, construction, completion or delivery or non-delivery of any goods and or services by Seller, any breach of Seller of any of its obligations hereunder, or any other act, omission or negligence of Seller or any of Seller's employee, workers, servants, agents, subcontractors or suppliers, except to the extent that such goods or services giving rise to such Claims (i) were manufactured pursuant to detailed designs furnished by Buyer; (ii) arose from Buyer's use or sale of goods in combination with goods not delivered by Seller and the corresponding infringement Claims would not have occurred from the use or sale of such goods solely for the purpose for which they were designed or sold to Buyer; or (iii) arose from Services performed at the direction and control of Seller.
 - b. **Insurance.** Seller shall maintain such public liability insurance, including product liability, completed operations, contractors liability and protective liability, automobile liability insurance (including non-owned automobile liability) and Workmen's Compensation as well as employer's liability insurance as will adequately protect Buyer against such damage, liabilities, claims, losses and expenses (including attorney's fees) as are described in this paragraph. Seller agrees to submit certificates of insurance when requested by Buyer.
9. **Force Majeure.** Seller shall not be liable for any delay or failure to deliver any or all of the goods covered by this Order in the event of delay or failure caused by governmental regulations, labor disputes, strikes, war, riots, insurrection, civil commotion, mobilization, explosion, fire, flood, accident, storm or any act of God, delays of common carriers, embargoes or other causes beyond Seller's reasonable control. Similarly, Buyer shall not be liable for failure to take delivery of the goods for any of the above causes, or other causes beyond Buyer's reasonable control if they render it commercially impracticable for Buyer to receive or use the goods on a timely basis. Where only a part of Seller's capacity to perform is excused under this paragraph, Seller

must allocate production and deliveries among itself and its various customers then under contract for similar goods during the period. The allocation must be made in a fair and equitable manner. Where either Seller or Buyer claims an excuse of nonperformance under this paragraph, it must give notice in writing to the other party. Seller shall not be obligated to sell, nor Buyer obligated to purchase at a later date, that portion of the goods that Seller is unable to deliver, or Buyer is unable to receive or use, because of any of the aforementioned causes. No goods are to be tendered by Seller after expiration of the Terms specified in this Order without Buyer's prior written consent.

10. **Confidentiality.** The terms of the non-disclosure agreement between the parties shall remain in full force and effect. Seller agrees to keep confidential any technical, process, economic or other information derived from drawings, specifications and other data furnished by Buyer in connection with this Order (in whatever form or format) and will not divulge, export, or use, directly or indirectly, such information for the benefits of any other party without Buyer's prior written consent. Except for the efficient performance of this Order, Seller will not use such information or make copies or permit copies to be made of drawings, specifications or other data without Buyer's written consent. If any reproduction is made with consent, this notice will be provided.
11. **Assignments.** No assignment of any rights, including rights to money due or to become due hereunder, or delegation of any duties under this Order shall be binding upon Buyer without Buyer's prior written consent.
12. **Installation.** If this Order requires Seller to furnish services in connection with the installation of any other matter under this Order or to perform work on Buyer's premises (or Buyer's clients' premises), Seller agrees, whether or not a separate charge is made therefore, that the individual performing such services shall be an employee or independent contractor of Seller, and shall not be deemed to be the agent or employee of Buyer. Seller assumes full responsibility for its acts and omissions and agrees to hold Buyer harmless from any claims whatever arising therefrom. Seller assumes exclusive liability for any payroll or other taxes imposed upon the employer by any Federal or State law.
13. **Clearance of Materials Intended for Public Release.** Seller will not use Buyer's name, logo, photographs or film in publicity, advertising, or similar activity, except with Buyer's prior written consent. Seller will not disclose the existence of this Order or any of its respective terms to any third party without Buyer's prior written consent.
14. **Applicable Law.** This Order shall be governed by the laws in the Commonwealth of Massachusetts unless otherwise agreed to in writing. Seller agrees that venue is proper in the federal or state courts of Commonwealth of Massachusetts and that these courts shall have exclusive jurisdiction over any dispute relating to this Order and Seller specifically consents to personal jurisdiction in such court(s).
15. **Survival.** Seller's obligations under Sections 7,8,10,11,12, 13,14 and 15 will survive termination of this Order.

[End of Order Terms]