



Resonant Sciences LLC Standard Purchase Order Terms and Conditions

- 1. Acceptance/Inspection/Rejection:** By acceptance of this Purchase Order (PO) and/or performance hereunder, Seller agrees to comply fully with the terms and conditions set forth in this PO, and any supplements hereto which are incorporated by reference herein. Acceptance of this PO is expressly limited to the terms and conditions contained herein and none of the Seller's terms and conditions. Any and all changes to this agreement shall be provided in writing from the Resonant Sciences buyer or contracts manager. Resonant Sciences LLC expressly objects to any additions, deletions or differences in the terms or conditions contained in Seller's quotation, proposal, acknowledgment, or other document, whether or not such additions, deletions or differences materially alter this PO. Seller shall only deliver goods and/or services that meet the requirements set forth in this PO. Resonant Sciences reserves the right to accept or reject any goods/services provided that do not meet expected requirements set forth in this PO or the Seller's proposals. No terms and conditions from the Seller's quote shall be incorporated into this purchase order. Resonant Sciences may require repair or replacement of nonconforming goods or re-performance of nonconforming services at no increase in the PO price. Resonant Sciences must exercise its post-acceptance rights 1) Within a reasonable time after the defect was discovered or should have been discovered; and 2) Before any substantial change occurs in the condition of the item/service, unless the change is due to a defect in the item/s.
- 2. Assignment:** Seller shall not reassign this PO or any of the rights under this PO shall be assigned without written approval of Resonant Sciences.
- 3. Supplier's Contribution to Product and Service Conformity:** The intended use of the Goods purchased from your company is for the manufacturing of Radomes, Antennas, Electronics, Modeling and Measurement systems and RF Equipment sold to military and commercial aviation companies and part fabricators for applications in the aviation industry. Supplier shall ensure their employees are aware of their critical contribution to product and service conformity to the requirements of the specification(s) on this order.
- 4. Supplier's Contribution to Product Safety:** Supplier shall ensure their employees are aware their products and services are critical to the performance of Resonant Sciences products, and that our expectations include integrity and accuracy in business practices, testing, reporting and certification.
- 5. Supplier's Business and Product Continuity and Obsolescence:** Once approved for use by Resonant Sciences, all Suppliers must utilize effective procedures to control its own supply chain to prevent the discontinuation, change or obsolescence of the Goods being purchased. By acceptance of this Purchase Order, Supplier certifies appropriate systems are in place to ensure your company and your suppliers have the facilities, raw materials availability, and resources to ensure un-interrupted supply of Goods to Resonant Sciences, for minimum of 12-months. Supplier agrees to provide written notification of any risks or changes to the supply, no less than six (6) months prior to impacting availability and allow Resonant Sciences to build inventory, and further, to support Resonant Sciences' effort to qualify any changes to your process/raw materials. Resonant Sciences shall request annual Supplier verification and certification of compliance with this clause. Sciences prior to manufacturing Goods.
- 10. Ensuring the External Provider's Awareness of their Contribution to Product or Service Conformity, Product Safety, and the Importance of Ethical Behavior:** As a supplier of Goods to prime and sub-contractors of aviation products, it is imperative all external providers to Resonant Sciences exercise ethical behavior in every facet of providing materials (accuracy of test reports, on-time delivery, proper packaging for material protection etc.).
- 11. Part Identification:** Package labels shall identify contents with Part Number, Product Description, Lot Number, and Hazardous Warnings, as applicable.
- 12. Date-Sensitive Materials:** Unless otherwise approved by the Purchaser, materials shall be delivered to Buyer with no less than 75% of the shelf-life remaining before expiration.
- 23. Distributors:** The status of the external provider's third-party certification to ISO9001 and/or AS9120 is verified annually by Resonant Sciences, to ensure continued reliability and performance as an external provider.
- 24. Packaging:** Prior to packaging, items will be clean and free from foreign matter. Material not inherently



resistant to corrosion shall be protected or inhibited with a suitable medium. Material shall be packaged to the extent necessary to provide protection from the hazards of transport, contamination and physical damage encountered in general handling, shelf storage and issue.

- 25. Transportation and Storage:** The recommended climate controls for the material should be maintained at all times during shipment. Unless otherwise directed by the Purchaser, if material is shipped frozen or refrigerated, a digital temperature monitoring device shall be placed within the packaging to track temperature of the material during transit from point of shipment through delivery.
- 30. Delivery/Remedies/Waiver:** 1) Time is of the essence. If Seller fails to make delivery or perform the services at the time agreed upon or performs the work hereunder in such a fashion as endangers its ability to make timely deliveries or to render timely performance of service, Resonant Sciences reserves the right to cancel, purchase elsewhere and hold Seller accountable for any additional costs or damages incurred by Resonant Sciences. 2) Rights and remedies of Resonant Sciences herein are cumulative and in addition to those which Resonant Sciences has under law and equity. 3) Any waiver by Resonant Sciences of any particular breach of default hereunder by Seller shall not constitute a continuing waiver or a waiver of any other breach or default. 4) Approval by Resonant Sciences of Seller's proposed design, test plans and/or procedures, manufacturing process, methods, tooling, or facilities shall not relieve Seller from meeting all requirements of this PO.
- 31. Invoices:** Payments shall be made no more frequently than monthly and paid Net 30 on an approved and accepted invoice. Submit invoices to accountspayable@resonantsciences.com. Subcontractor shall indemnify Resonant Sciences from any and all liabilities, claims, suites, demands, or other consequences, and all costs in connection with the Subcontractors failure to provide current, complete and/or accurate cost and pricing data or relating to any improper, unreasonable or unallowable labor or other charge(s) for which Subcontractor has requested payment or has received payment.
- 32. Travel:** All travel that is being submitted by the Seller for reimbursement shall be in accordance with the Joint Travel Regulation, FAR 31.205-46. All invoices for Travel shall contain an itemized breakdown and receipts to justify the charges being submitted by Seller.
- 33. Warranty:** Unless a different warranty is agreed upon and set forth herein, Seller warrants all goods and/or services delivered or provided hereunder to be free from defect in materials or workmanship, merchantable and fit for the purchase intended for a reasonable time after acceptance and conform strictly to the requirements set forth in this PO. Any manufacturer or Seller warranty, including any extended warranty, provided at no additional cost to the public in customer commercial practices for the delivered products and/or services shall be provided hereunder to Resonant Sciences and the Resonant Sciences customer. Seller further warrants that Seller shall comply with the requirements of all applicable federal, state, and local laws, rules, ordinance acts and regulations applicable to Seller's industry. Seller also warrants compliance with the Federal Procurement Policy Act.
- 34. Changes:** Resonant Sciences may at any time, for any reason, by written notice, and without notice to Seller, make changes within the general scope of this PO. Changes include: 1) Place of Performance; 2) description of services; 3) drawings, designs, or specifications; 4) method of shipping or delivery; 5) place of inspection, acceptance, or point of delivery. If such changes have significant cost impact, the Seller may request an equitable adjustment within seven (7) days of the written change notice. Disagreements regarding any changes shall be resolved in accordance with the "Disputes" clause present in this PO. However, nothing in this clause shall excuse the Seller from proceeding without delay in the performance of this PO as directed.
- 35. Bankruptcy:** In the event of any proceeding, voluntary or involuntary, in bankruptcy or insolvency by or against Seller, including any reorganization or arrangement proceeding, or in the event of the appointment, with or without Seller's consent, of an assignee for the benefit of creditors or of a receiver. Upon notification, Resonant Sciences may cancel this PO in addition to any other rights Resonant Sciences may have for any additional costs or damages incurred by Resonant Sciences due to said bankruptcy or insolvency.
- 36. Property:** All property provided by Resonant Sciences to Seller under this PO shall be clearly labeled and tracked while in Seller's possession. All property shall be returned prior to final payment. Seller shall be liable for all loss or damage to any such property, except normal wear and tear and shall furnish Resonant Sciences a written inventory upon request.
- 37. Supplementary Documentation:** Any specifications, drawings, notes, instructions engineering notices, or



technical data referred to herein shall be deemed incorporated herein by reference, as if fully set forth.

- 38. Shipping:** Seller shall be responsible for ensure traceable delivery methods are used for delivery of goods or property under this PO. Seller shall provide the receipt or bill of lading signed by the Carrier with Seller's invoice as evidence of shipment.
- 39. Indemnification:** Subcontractor shall indemnify and save harmless Resonant Sciences, its officers, directors, employees and agents from and against any and all liabilities, losses, costs, claims, causes of action, damages and expenses for injury (including death) to persons (including but not limited to Seller's employees) or damage to property occasioned wholly or in part by any act or omission of the Seller, its agents, subcontractors or employees, including any and all expenses, legal or otherwise, incurred in the investigation or defense of any such claim or suit arising out of work done under this Subcontract. Further, Seller agrees to waive its immunity as an employer under O.R.C Section 4123.74 and Article 2, Section 35, of the Ohio Constitution in order to fulfill its obligation to indemnify Resonant Sciences from claims by Seller's employees. Seller waives any and all claims against Resonant Sciences, its officers, trustees, and employees arising out of personal injury (including death) or damage to property occurring in connection with Seller's performance of this PO, including, but not limited to, claims of subrogation under O.R.C Section 4123 or any other section of the Ohio Revised Code or the laws of any other jurisdiction relating to workers compensation.
- 40. Patent Indemnification:** Seller shall indemnify Resonant Sciences in the event any work performed or delivered under this contract infringes on the intellectual property/patent rights of any third party. Seller shall be solely responsible for all costs associated with the defense of any claim arising due to work performed or delivered under this PO. Seller shall make Resonant Sciences whole as a result of any claim. This indemnification shall not be considered an allowable cost under any provision of this PO except with regard to allowable insurance costs as set forth by the FAR.
- 41. Consequential Damages:** In no event shall either the Seller or Resonant Sciences be liable for any special, incidental, or consequential damages of any type or nature, except as otherwise expressly provided in this PO.
- 42. Publicity/Promotion or Advertising:** Seller shall not issue any news release, advertisement, publicity, or promotional material regarding this PO (including denial or confirmation thereof) without express written permission from Resonant Sciences. In addition, Seller shall not disclose any information regarding Resonant Sciences' customer unless absolutely required in order to complete the work required under this PO.
- 43. New Material:** The deliverables to be delivered under this PO shall consist of new materials, as defined in FAR 52.211-5, not used, reconditioned, remanufactured, or of such age as to impair its usefulness or safety, without the express written permission from ResonantSciences.
- 44. Disputes:** All disputes under this PO not resolved by mutual agreement may be decided by the recourse to an action at law or in equity. Until final resolution of any dispute hereunder, Seller shall diligently proceed with performance of this PO as directed by Resonant Sciences. Any such dispute must be raised within one (1) year of its actual.
- 45. Notice of Delay:** Seller shall immediately, but no later than 24 hours, notify Resonant Sciences of any potential or actual delay in delivery of the goods or services requirements under this PO. Resonant Sciences may at that time cancel or terminate the undelivered portion of the PO.
- 46. Force Majeure:** Neither the Seller nor Resonant Sciences shall be liable in any way for failure to perform any provision of this PO (except payment of monetary obligations) if such failure is caused by any law, rule, or regulations or any cause beyond the control of the party in default. Should such acts or events occur, the parties shall use commercially reasonable efforts to overcome all difficulties and to resume work as soon as reasonably possible.
- 47. Insurance:** Seller shall purchase and maintain during the term of this PO, at its own expense, and any extensions thereof, insurance in amounts reasonable and customary for the industry in which Seller is engaged. Seller shall maintain all insurance required by any law, statute, ordinance, or regulation of any jurisdiction having authority in whole or in part over the Seller's operations or subcontract activities, including without limitation to any non-U.S. jurisdictions. Insurance coverage shall include Workers Compensation, Unemployment, General Liability, Automobile. Seller insurance shall be primary and non-contributing over any and all insurance that may be maintained by Resonant Sciences. Seller shall waive all rights of subrogation against Resonant Sciences, its officers, directors, agents, and employees. If any of



the required insurance is maintained on a claim-made basis, Seller shall maintain such insurance for a period of three (3) years after termination or expiration of this PO.

- 48. Termination for Convenience:** Resonant Sciences may terminate this agreement for convenience, in whole or in part, by giving written notice to Seller. Resonant Sciences shall pay Seller for deliverables and services that have been completed, as well as reasonable costs accrued for work in process through the date of the receipt of the termination notice provided such costs are within the current funding total. Resonant Sciences shall not be liable for lost or anticipated profits or unabsorbed indirect costs. Resonant Sciences shall not be liable for expenses incurred beyond the current funding total at any time whatsoever including those at the time of termination.