



Purchase Order Terms

General: In the interest of transparency and full understanding of Full Stop Technics' business practices, policies and requirements, we provide the following Terms and Conditions which apply to all Full Stop Technics Purchase Orders.

Full Stop Technics, LLC ("Buyer")

Definitions: The following definitions shall apply to all Purchase Orders ("PO"):

Contractor or BUYER: Full Stop Technics, LLC, or its subsidiaries

Subcontractor, Supplier, SELLER, or Vendor: The legal entity to whom the PO applies, Contract or Subcontract is issued by BUYER

Applicable Law: POs shall be governed by and construed in accordance with the laws of the State of Wisconsin except that the choice of law provisions thereof shall not be invoked to apply the laws of another jurisdiction. Pursuant to Article 6 of the Convention on the International Sale of Goods ("CISG"), BUYER and SELLER expressly elect to exclude and opt out of any application of CISG provisions to this PO.

Compliance: SELLER shall comply with all applicable federal, state, and local laws, rules, regulations and orders in effect on the date of the order, including, but not limited to the following, as amended: (a) the Fair Labor Standards Act of 1938; (b) the Federal Occupational Safety and Health Act of 1970 (OSHA); (c) the Toxic Substances Control Act of 1976; (d) the Walsh-Healy Public Contracts Act; and (e) any other federal law concerning labor relations, nondiscrimination in employment, minimum wages, overtime compensation, and hours of employment. SELLER agrees to indemnify and hold BUYER harmless against any loss or liability due to SELLER's violation or noncompliance with such regulations. Upon BUYER's request, SELLER shall furnish evidence demonstrating such compliance. All material shipped and services provided to BUYER must be in compliance with all applicable Environmental laws and regulations. POs are subject to, and incorporate by reference, the following terms and provisions published by the Office of Federal Contract Compliance Programs, Department of Labor: Equal Opportunity Clause (41 CFR Part 60-1.4) under Executive Order 11246, as amended, and the regulations thereunder; Affirmative Action Clause for Disable Veterans and Veterans of the Vietnam Era (41 CFR part 60-250.3) under Section 2012 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, and the regulations thereunder; Affirmative Action Clause for Handicapped Workers (41 CFR 60-741.3) under Section 503 of the Rehabilitation Act of 1973, as amended and the regulations thereunder. Supplier agrees that BUYER,

BUYER's customers and regulatory authorities shall have access to all facilities involved in the PO and all applicable records. Supplier further agrees to flow this requirement down to its suppliers.

Acceptance of PO: The PO contains the entire agreement of the parties and expressly limits acceptance to the terms and conditions stated. Any terms and conditions proposed by SELLER inconsistent with or in addition to terms and conditions hereof are objected to and void unless agreed to in writing by BUYER.

Setoff: BUYER shall have the right at all times to set off any amount due or payable to SELLER hereunder against any claim or charge BUYER may have against SELLER.

Payment Terms: Unless otherwise specified in the PO, terms of payment are "Net 30 days" (N30).

Invoices: An itemized invoice shall be submitted in triplicate to the address shown on the face of the order to the attention of Accounts Payable. In order to support rapid processing of invoice for payment, the invoice should contain the PO Number, Packing List number, description of supplies/services furnished, quantity, unit prices, and total price. Payment of invoices may be delayed pending correction of any errors or omissions.

Warranty of Supplies/Services: SELLER warrants that all supplies/services furnished under the PO: (a) shall be of good material and workmanship and free of defects; and (b) shall comply with BUYER's Supplier Requirements under Terms and Conditions accessible at www.fullstoptechnics.com/termsandcondition-purchase. Further, SELLER warrants that the supplies/services shall be merchantable and suitable for the purpose intended. These warranties shall survive inspection, acceptance, and payment. Suppliers/Services that do not conform to the above warranties may, at any time within twenty-four (24) months after delivery to BUYER, be rejected and returned to SELLER, at SELLER's expense, for correction or replacement. If SELLER does not promptly correct or replace same, BUYER may correct or replace the nonconforming supplies/services at SELLER's expense. The foregoing warranties are in addition to all other warranties expressed or implied by law including incidental or consequential damages.

Termination for Default: BUYER may, without liability, and in addition to any other rights and remedies provided herein or by law, terminate the PO in whole or in part by written notice of default if SELLER: (a) fails to deliver the supplies or perform the services within the time specified; (b) fails to make sufficient progress with the work, thereby endangering completion of performance within time specified; or (c) fails to comply with any of the other instructions, terms, or conditions of the PO. BUYER's right to terminate for default may be exercised if SELLER does not cure the failure within ten (10) days after receiving BUYER's notice of such failure. If BUYER terminates this PO in whole or in part, BUYER may purchase similar supplies or services from others and SELLER shall be liable for any additional costs above the original price for the terminated supplies/services.

Patent, Trademark, and Copyright Indemnity: SELLER agrees to indemnify, defend, and hold harmless BUYER, its customer, and those for whom BUYER may act as agent, from any costs, expenses, damages, or liability that BUYER may incur as a result of any proceedings charging infringement of any patent, trademark, or copyright by reason of sale or use of any supplies/services/data furnished by SELLER. SELLER shall have no liability, regarding alleged patent infringement for supplies furnished to BUYER in accordance with BUYER's design specifications.

Packaging and Packing: SELLER shall be responsible for properly packing and packaging the supplies in suitable containers for protection during shipment in accordance with transportation regulations and good commercial practice. No additional charges shall be allowed for packing and packaging unless specifically agreed in writing by BUYER and SELLER.

Transportation Charges: Unless otherwise provided in the PO, transportation charges shall be prepaid and separately invoiced to BUYER. No premium transportation costs shall be allowed unless authorized by BUYER.

Waiver of Rights: Failure of either party to insist on performance of any provision of the PO shall not be construed as a waiver of that provision or any waiver of BUYER's or SELLER's right to require compliance with such provision in any later instance. If any provision of the PO is found to be illegal or unenforceable under law, that provision shall be deleted; however, all other provisions of this shall not be affected thereby, and shall remain in full force and effect.

Title and Risk of Loss: Unless otherwise provided in this PO, the shipping point shall be the delivery destination indicated in the PO, and title to the supplies and risk of loss or damage shall pass to BUYER upon BUYER's acceptance of supplies regardless of where BUYER takes physical possession. If the shipping point is designated as SELLER's location, then title and risk of loss or damage to the supplies shall pass to BUYER upon SELLER's delivery of the supplies to the carrier.

No Extra Charges: The total price payable to SELLER shall be stated in the PO. The price shall not be increased to cover any future SELLER price increases and shall be inclusive of packing, packaging, and cartage, premium transportation charges, reusable containers, service or carrying charges, permits, fees, and licenses, or any other charges whatsoever unless specifically agreed to in writing by BUYER.

Limitation of Liability: BUYER's liability to SELLER hereunder shall not, under any circumstances, be greater than the total dollar amount of the order indicated herein. This clause shall have precedence over all other PO Terms and Conditions.

Entire PO: The PO constitutes the entire agreement between BUYER and SELLER regarding the procurement and supersedes all previous oral and written agreements and commitments. No terms or conditions of sale set forth in SELLER's quotation or acknowledgement shall be included as a part hereof,

nor shall any prior course of dealing, custom, or usage in the trade supersede or modify any PO provisions. Any subsequent additions, deletions, or modifications to the PO shall not be binding upon the parties unless same are mutually agreed upon and incorporated herein in writing.

Additional Markings/Treatment: ALL SHIPMENTS MADE UNDER THE PO SHALL COMPLY WITH THE COMMISSION OF THE EUROPEAN COMMUNITIES' EMERGENCY MEASURES REQUIRING THE TREATMENT AND MARKING OF ALL NEW AND USED CONIFEROUS NON-MANUFACTURED WOOD PACKING MATERIAL (NMWP) BY BEARING A MARK ON ALL NMWP WHICH IDENTIFIES THE NMWP AND ITS ORIGIN.

Unauthorized Parts: An Unauthorized Part(s) or Suspect Part(s) is a part in which there is an indication by visual inspection, testing, or other information that it may meet the definition of Fraudulent Part or a Counterfeit Part. A "Fraudulent Part" is any part knowingly misrepresented as meeting required specifications. A "Counterfeit Part" is 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 (a) without legal right to do so, and (b) with intent to mislead, deceive, or defraud. Promptly upon BUYER discovering that SELLER has delivered to BUYER an Unauthorized Part(s) or Suspect Part(s), BUYER shall impound the part and provide written notice to SELLER of such action. Upon receipt of the notice, SELLER shall, at its own cost and expense, replace the Unauthorized Part(s) or Suspect(s) with a part(s) that meets BUYER' Quality standards. SELLER shall indemnify BUYER from all liability relating to the removal and replacement of the Unauthorized Part(s) or Suspect Part(s), including without limitation reimbursement of all costs associated with removal, reinstallation and with testing required after reinstallation of a replacement part(s). When requested by BUYER, SELLER shall provide documentation that authenticates traceability of the applicable Manufacturer(s) utilized by SELLER to obtain all parts pursuant to the PO.