

**1. IDENTIFICATION**

All invoices, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable order number. Packaging lists shall be enclosed in each box or package pursuant to this order, indicating the contents therein.

**2. SHIPPING INSTRUCTIONS**

All goods shall be shipped F.O.B. destination, unless otherwise agreed by CTDI. Where Buyer has so authorized in writing, goods may be shipped F.O.B. shipping point freight Collect by routing the goods by the carrier specified by Buyer. Buyer is to provide to Seller a Bill of Lading (BOL) for each specific LTL or TL shipment with a carrier from our Transportation Management System; the seller must use our BOL when tendering the freight to our carrier. Seller shall not insure the goods for Buyer's account during shipment except upon Buyer's written request, or where the shipping mode is parcel post.

**3. SELLER DATA REQUIREMENTS**

For all shipments to be sent to Buyer via ocean, CTDI's approved carriers are Expeditors International and Federal Express. Seller must supply the carrier the data specified below no later than 72 hours prior to vessel loading at the foreign departure port:

Data Requirements

1. Manufacturer (or supplier) name & address
2. Seller name & address
3. Buyer name
4. Ship to name & address
5. Container stuffing location
6. Consolidator name & address
7. Country of origin of goods
8. HTS number (6 digit)
9. List of Items
10. Bill of Lading number

Seller shall also be required to promptly advise Carrier with regard to any changes or updates in the data that Seller provides to Carrier. Failure by Seller to submit the above-specified data elements in a timely, accurate and complete manner to successfully execute the Import Security Filing (ISF) transaction will result in charge-backs to the Supplier for all penalties, fines and/or expenses that Buyer incurs as a result of Seller's non-compliance.

Note to Sellers selecting their own Carrier:

Failure by Seller or Carrier to provide the specified data and successfully execute the Import Security Filing (ISF) will result in charge-backs to the Supplier for all penalties, fines and/or expenses that Buyer incurs as a result of Seller's or Carrier's non-compliance.

The provisions of this Article shall apply without regard to any provisions to the contrary that may be included in Seller's and / or Carrier's terms and conditions.

**4. SPECIAL CHARGES**

Seller shall be responsible for the payment of all charges for handling, packaging, wrapping, bags, containers, and related matters unless Buyer has assumed an express obligation thereof on the purchase order.

**5. DELIVERY**

Time is of the essence, and this order may be terminated if delivery is not made or services are not performed by the date specified on the purchase order. No change in the scheduled delivery date or performance shall be permitted without the Buyer's prior consent. No acceptance of goods or services after the scheduled delivery date shall waive Buyer's rights with respect to such late delivery nor shall it be deemed a waiver of future compliance with the terms hereof.

**6. PAYMENT**

Buyer shall remit payment to Seller by mail. Seller agrees not to deliver goods on a sight draft basis. Invoices shall not be processed for payment until all items invoiced are received.

**7. PRICES**

If price is not stated on this order, it is agreed that the goods or services shall be billed at the price last quoted, or paid by a customer of Seller or the prevailing market price, whichever is lower.

**8. CASH DISCOUNT**

If Buyer is entitled to a cash discount, the period of computation shall commence on the date of acceptance or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to change, the cash discount period shall commence on the date on which an agreed adjustment of price is reached. If a cash discount is made part of the contract, but the invoice does not reflect the existence thereof, Buyer shall be entitled to a cash discount with the period commencing on the date Buyer determines that a cash discount applies.

**9. ASSIGNMENT**

Seller shall not assign this contract, or the right to payment due hereunder, without the Buyer's prior written consent.

## 10. LIENS, CLAIMS, AND ENCUMBRANCES

Seller warrants and represents that all the goods shall, when delivered hereunder, be free and clear of all liens, claims, and encumbrances of every kind.

## 11. REJECTION

All goods purchased hereunder are subject to Buyer's inspection and approval. Goods rejected by Buyer for whatever reason shall be held, transported and/or stored at Seller's sole expense. Seller shall promptly reimburse Buyer for any such expense.

## 12. DEFAULT

Buyer may, subject to the provisions of the listed remedies by written notice of default to the Seller, cancel the whole or any part of the order or exercise any other remedy provided Buyers of goods, by law or in equity including any remedy under the Uniform Commercial Code (RCW Chapter62A), in any of the following circumstances:

If Seller fails to make delivery of goods or to perform the services within the time specified herein or any extension thereof;

If, in Buyer's good faith judgment, the Seller fails to perform any of the other provisions of this order or fails to make progress so as to endanger performance of the purchase order in accordance with its terms and does not cure such failure within a period of ten days, or such longer period as Buyer may authorize in writing, after receipt of notice from Buyer specifying such failure;

Seller is in breach of any of the terms or conditions of the order; or

If Seller becomes insolvent or makes an assignment for the benefit of creditors, or if there shall be instituted by or against Seller any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt or insolvency law or for the appointment of a receiver or trustee in respect to any of Seller's property and such proceeding is not dismissed or cured within 60 days.

## 13. REMEDIES

Not by way of limitations, the remedies of the parties shall include the following:

If Buyer cancels this order in whole or in part as provided in the default section, Buyer may procure upon such terms and in such manner as Buyer may deem appropriate goods and services similar to those cancelled and Seller shall be liable to Buyer for any excess cost for such similar supplies and services, provided that Seller shall continue the performance of this order to the extent not cancelled by Buyer.

The rights and remedies of Buyer provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this order. The failure of the Buyer to insist upon strict performance of any of the terms of the order or to exercise any rights hereunder shall not be construed as a waiver of Buyer's rights.

## 14. FORCE MAJEURE

The Seller may be excused from performance under this order provided the Seller notifies the Buyer within ten days of discovery of any of the below-named events:

Such events are, but not limited to, Acts of God, or of public enemy, acts of Buyer, acts of the government with lawful jurisdiction over Seller in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

The Seller's failure to perform is caused by default of a supplier or subcontractor and if such default arises out of causes beyond the control of both the Seller and the supplier or subcontractor and without the fault or negligence of either of them.

The Seller agrees to make a concerned effort to obtain supplies from other sources in time to meet required delivery schedule(s), if such events or causes named above cause a supplier to default.

## 15. WARRANTIES

Seller warrants goods supplied and work or service performed under this order conform to specifications herein and are MERCHANTABILITY and fit for the particular purposes for which goods are normally applied.

Seller further warrants to the Buyer and to any third Buyer ultimately using any item, whether such third party is a customer of Buyer or not, that all items delivered under this order shall be free from all defects in material and workmanship and will conform to applicable specifications, drawings, samples, and descriptions. If Seller is responsible for design of items, Seller warrants that all items delivered under this order shall be suitable for use by Buyer, including installations by Buyer in its ultimate products. Buyer's written approval of designs furnished by Seller shall not relieve Seller of its obligation under this warranty.

Seller shall be liable for all damages both to Buyer and its customers incurred as a result of any defect or breach or warranty in any item covered in this order. The foregoing express warranties shall be in addition to any warranty customarily made by Seller of its product and any implied warranties and shall be construed as conditions as well as warranties. SELLER'S WARRANTY SHALL EXTEND FOR A PERIOD OF 12 MONTHS AFTER THE ITEM IS DELIVERED AND ACCEPTED BY BUYER AND APPLIED TO ITS INTENDED USE. Where Buyer incorporates that item into a product of Buyer to be delivered to its customer, Seller's obligation under this clause shall be for the benefit of Buyer's customer and shall extend to one year after application of the item to its intended use.

The warranties represented and covenants of parties hereto shall survive the delivery of the goods or completion of the work or services provided and be fully enforceable thereafter. Seller's warranty hereunder is part of the consideration for this order; any payment by Buyer hereunder is conditional upon this warranty remaining in effect; and no modification or other change of this warranty shall be valid unless evidenced by Buyer's written change order.

## 16. QUALITY STANDARDS

If a specific brand is listed in this order, the goods being purchased shall meet the standard quality, performance, and use of such brand. If Seller is willing to supply a product equivalent to the designated brand, it must first provide Buyer with specification literature identifying the quality, performance, and all specifications therefore. If Buyer elects to accept goods purported to be equal to the original specified brand, the goods may still be rejected later if determined to be non-conforming.

## 17. C-TPAT (US Customs Trade Partnership Against Terrorism)

Communications Test Design, Inc. is a member of C-TPAT (US Customs Trade Partnership Against Terrorism). Our supply chain security policy is intended to minimize the risk of unauthorized tampering of the integrity of shipments throughout the Client global supply chain. The supply chain begins with the foreign provider of goods to be imported into the United States and ends with the first Client site or business partner to receive the goods. Suppliers to Communications Test Design, Inc. of goods or services for an imported product into the United States agree that they must meet C-TPAT standards of security.

Container integrity must be maintained to protect against the introduction of unauthorized material and/or personnel. Containers must be stored in a secure area to prevent access and/or manipulation. Written procedures must be in place to verify the physical integrity of the container structure prior to stuffing to include the reliability of the locking mechanisms. At the point of stuffing, written procedures must be in place to control the handling and affixing of seals. A high security mechanical seal must be affixed to all loaded containers bound for the United States. All seals must meet or exceed the current PAS ISO 17712 standards for high security mechanical seals.

Suppliers to Communications Test Design, Inc. should use C-TPAT certified carriers or carriers who can demonstrate their ability to meet C-TPAT security criteria.

Unless specifically exempted by Customs regulations, all goods of foreign origin imported into the United States must be marked (or their outermost containers, in certain circumstances) in a conspicuous place as legibly, indelibly, and permanently as the nature of the article will permit, with its country of origin, in such a way so as to indicate to the ultimate purchaser in the United States, the English name of the country of origin at the time of importation (19CFR §134.11). The country of origin must also be declared on the entry documentation.

All shippers into the United States must supply import documents to the importer in a timely manner. We therefore request that upon shipment of our purchase order, you immediately (but no later than 96 hours after the vessel has sailed) e-mail the commercial invoice, ocean Bill of Lading, (which must include Client PO number, container number and seal number) and any other relevant shipping documents such as Certificate of Origin, No-Wood certificates etc. to our Procurement Group.

## 18. INSPECTION AND QUALITY CONTROL

All items furnished under this order by Seller to Buyer shall be subject to inspection and tests by Buyer, or representatives of third party purchasing Buyer's product in which terms will be used ("User's Representative"). To the extent practical inspection may be made at all times and places, including the period and location of manufacture and prior to acceptance. Seller shall be able to provide Buyer appropriate material certifications as described on the purchase order, including but not limited to, American Bureau of Shipping Certificates, material, physical, and/or chemical analysis certifications, OSHA/WISA Material Safety Data Sheets, and U.S. Coast Guard acceptance certifications.

## 19. INSURANCE, ENVIRONMENT, HEALTH, SAFETY

Any person or entity performing work in a facility, or on a facility property, must provide proof of insurance covering the person or entity personnel while in the facility or on the facility property. They must also provide proof of insurance to cover the clean-up and recovery from any environmental, health and/or safety issue that may result from their activities while in the facility or on the property.

The person or entity must adhere to all Federal, State, and Local regulatory environmental, health, and/or safety laws; and other requirements to which CTDI subscribes. They will acknowledge in writing that they understand they are legally and financially responsible for any environmental, health and/or safety incident and/or emergency directly resulting from negligence during the performance of any work, or their direct actions while on the property or in the facility. In addition, the person or entity will carry with them a hard copy of all SDS for any materials carried on the property or used in the performance of work.

## 20. INFRINGEMENT

Seller warrants that Buyer's purchase, installation, and/or use of goods covered hereby shall not result in any claim of infringement, or actual infringement of any patent, trademark, copyright, franchise, or other intellectual property right. Seller shall indemnify and hold Buyer harmless from and against all claims, losses, expenses, damages, cause of action and liabilities of every kind and nature, including without limitation reasonable attorney's fees (without waiver of Seller's obligation to indemnify Buyer hereunder), arising from or out of any breach of the foregoing warranty.

## 21. RISK OF LOSS

Regardless of F.O.B. Point, Seller shall bear risk of loss, injury, or destruction of goods and materials ordered herein which occur prior to acceptance by Buyer. No such loss, injury, or destruction shall release Seller from any obligation hereunder.

## 22. INDEMNIFICATION: HOLD HARMLESS

Seller shall indemnify and hold Buyer harmless from and against all claims, losses, expenses, damages, causes of actions and liabilities of every kind and nature including without limitation reasonable attorney's fees, without waiver of Seller's obligations to indemnify Buyer hereunder, arising from or out of any alleged breach of any Seller's obligations or warranties hereunder or from other acts or omissions of Seller, its officers, agents, employees, subcontractors, and guests, whosoever caused, instituted by persons who purchase from Buyer or use product purchased from Seller.

**23. SPECIAL TOOLING, DRAWINGS, OR SPECIFICATIONS**

Seller shall be responsible for the protection, calibration, maintenance, and care (other than normal wear) of all tooling, equipment and drawings owned by Buyer. Said tooling equipment or drawings shall be subject to surveillance inspection upon notice and shall be returned in an acceptable condition upon demand or notice.

**24. ADVERTISING**

No advertising or publicity matter having or containing any reference to Buyer or any of its staff members shall be made by Seller anyone in Seller's behalf unless Seller has written consent of Buyer.

**25. DISCLOSURE OF INFORMATION**

All data and information not already in the public domain, developed, or disclosed during the life of this order, shall remain the property of the Buyer and will be classified in secrecy and confidence by the Seller. Seller will keep confidential all such data and information until it comes into the public domain or until Buyer consents in writing to disclose.

**26. LAW**

The laws of the United States of America state of Pennsylvania shall govern this order.