



THE ARMOR GROUP TERMS AND CONDITIONS

TERMS AND CONDITIONS

1. **ACCEPTANCE.** This purchase order (“Order”) is Purchaser’s offer to Seller, and is not an acceptance by Buyer of any offer to sell by Seller or of any terms and conditions contained in any such offer. Acceptance of this offer by Seller should be made by (a) executing and returning an acknowledgement copy, (b) delivering any of the goods ordered herein, or (c) rendering any of the services ordered herein. Any additional or different terms proposed by Seller are objected to and rejected unless expressly assented to in writing by Purchaser. This Order, including the terms and conditions set forth herein (the “Terms”), is a complete and exclusive statement of the terms and conditions of the agreement between Purchaser and Seller. For the avoidance of doubt, to the extent of any discrepancy between the terms of the Order and the terms contained herein, the terms contained in the Order control.
2. **ACCEPTANCE OF GOODS AND SERVICES.**
 - a. All goods and/or services provided by Seller under this Order shall be in accordance with the requirements of the Order, including all applicable exhibits and attachments, and shall be subject to rejection if such goods and/or services are nonconforming. No inspection or evaluation performed by Purchaser (and/or Purchaser’s customer, if applicable) shall in any way relieve Seller or its suppliers of their obligation to furnish all required goods and/or services in strict accordance with the requirements of this Order. If any of the goods and/or services provided hereunder do not conform with the requirements of this Order, Purchaser may require Seller to replace the goods or perform the work and/or services again in conformity with the applicable requirements, at no cost to Purchaser.
 - b. At Purchaser’s sole option, any rejected items may be returned for credit or replacement at Seller’s risk and expense, and all handling and transportation expenses, both ways, shall be assumed by Seller. No items returned as defective shall be replaced without written authorization from Purchaser.
 - c. It is expressly agreed that payment by Purchaser to Seller for goods and/or services provided under this Order shall not constitute acceptance. It is further agreed that nothing in this Order shall require Purchaser to accept any goods and/or services prior to acceptance thereof by Purchaser’s customer, if applicable.
 - d. Acceptance provided by the Purchaser, in writing, shall be conclusive, except for latent defects, fraud, or gross mistakes amounting to fraud.
3. **PACKAGING AND MARKING.** All goods must be packaged in the manner as specified by Purchaser and shipped in the manner and by the route and carrier designated by Purchaser. If Purchaser does not specify the manner in which the goods must be packaged, Seller shall package the goods so as to avoid any damage in transit. If Purchaser does not specify the manner of shipment, route or carrier, Seller shall ship the goods at the lowest possible transportation rates, consistent with Seller’s obligation to meet the delivery schedule set forth in the Order.
4. **PRICE.** This Order must not be filled at a price higher than shown on the face of the Order. Any change to the purchase price or any other term or condition of this Order shall be authorized in writing by Purchaser. All prices are DDP (Incoterms 2020) Purchaser’s designated delivery location and include all tariffs, duties, import/export taxes, surcharges, sales, use, excise, and property taxes, and similar charges.
5. **DELIVERY.** Time is of the essence. If delivery of the goods is not made in the quantities and on the delivery date(s) specified or the rendering of the services is not completed by the date(s) specified, Purchaser shall have the right, in addition to its other rights provided by law or in equity, to take the following actions: (i) direct expedited routing of the goods with the Seller paying the difference in cost between the expedited routing and the Order routing cost, and/or (ii) cancel this Order by written notice, effective when received by Seller, as to



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goods not yet shipped or services not yet rendered and to purchase substitute goods and services elsewhere, and charge Seller with any loss incurred.

6. **TITLE/RISK OF LOSS.** Title passes to Purchaser upon delivery of the goods to the Delivery location. Seller bears risk of loss or damage to the goods until delivery of the goods to the Delivery location.
7. **INSPECTION.** Purchaser, through its authorized representatives, has the right at all reasonable times and places to inspect and test the goods and/or services being supplied under this Order. Purchaser's payment for the goods shall not constitute its acceptance of the goods. Purchaser shall have the right, but not the obligation, to inspect the goods and to reject any of the goods which are, in Purchaser's judgement, defective. Goods so rejected and goods supplied in excess of quantities ordered may be returned to the Seller at Seller's expense.
8. **INVOICE AND PAYMENT.** A separate invoice shall be issued for each shipment. 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. Each invoice shall include, to the extent applicable, Seller name, address and contact person, invoice date, invoice number, Order number, address of Purchaser or other place of Delivery, quantity, model number, SKU or other specifications identifying the goods and/or services provided, total amount invoiced, currency, tax or VAT amount, tax or VAT number, Authorized Economic Operator and/or Authorized Exporter Authorization number and/or other customs identification number, and payment terms as agreed. Applicable discount periods shall be computed from the date of receipt of the goods and a correct invoice to the date Purchaser's check is mailed. Unless freight and other charges are itemized, discount shall be taken on the full amount of the invoice. Except as otherwise set forth on the face of the Order, Purchaser shall pay all properly invoiced amounts due to Seller net 60 days after Purchaser's receipt of such invoice, except for any amounts disputed by Purchaser in good faith.
9. **WARRANTY.** Seller warrants to Purchaser that all goods covered by this Order shall conform to the specifications, drawing, samples, or other descriptions specified by Purchaser, of, if not are specified, to Seller's standard specifications of such goods. Seller also warrants to Purchaser that all goods shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defect. Purchaser's inspection, test, acceptance, or use of the goods shall not affect Seller's obligations under these warranties. Seller shall replace or correct, at Purchaser's option and at Seller's expense, defects of any goods not conforming to these warranties. If Seller fails to correct defects in, or replace, nonconforming goods within ten (10) days from the date the Purchaser notifies Seller of the defect(s), Purchaser may, upon ten (10) days prior written notice to Seller, either (i) make such corrections or replace such goods and charge Seller for all costs incurred by Purchaser, or (ii) revoke its acceptance of the goods, in which event Seller shall be obligated to refund the purchase price and make all necessary arrangements, at Seller's costs, for the return of the goods to Seller. All warranties of Seller herein or which are implied by law shall survive any inspection, delivery, acceptance, or payment by Purchaser and shall be enforceable to the extent incorporated into goods or services supplied by Purchaser to a third party.
10. **TERMINATION FOR DEFAULT.** In addition to any remedies that may be provided under these Terms, Purchaser may terminate this Order with immediate effect upon written notice to Seller, either before or after the acceptance of the goods or services, if Seller has not performed or complied with any of these Terms, in whole or in part, if Seller fails to make progress so as to endanger performance of the Order as reasonably determined by Purchaser, or if Seller becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to its insolvency, including bankruptcy, receivership, assignment for the benefit of creditors, or similar reorganization processes. If Purchaser terminates this Order pursuant hereto, Seller's sole and exclusive remedy is payment for the goods or services received and accepted by Buyer prior to termination.
11. **TERMINATION FOR CONVENIENCE.** Purchaser may, at any time (notwithstanding the existence of any causes or events otherwise specified herein), cancel, in whole or in part, the undelivered portion of the goods or services by written notice to Seller, who shall immediately upon receipt of such notice discontinue all work in



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respect to the cancelled portion of this Order except as may be necessary to preserve and protect the work and materials then in process. Seller shall use its best efforts to cancel and terminate all then existing orders placed by Seller which are chargeable to the cancelled portion of this Order. In the event of such termination, and if Seller is not otherwise in default hereunder, Purchaser shall pay Seller, in addition to the price for all confirming goods and services previously delivered to and accepted by Purchaser in accordance with the terms of this Order and not previously paid for, all reasonable direct costs necessarily incurred by Seller in connection with the cancelled portion of this Order, which payment shall be in full settlement of all claims by Seller arising out of such cancellation, provided that Seller delivers to Buyer all goods, services and raw materials paid for by Purchaser.

12. **INDEMNITY.** Seller shall defend, indemnify and hold harmless Purchaser and Purchaser's affiliates, successors and assigns and respective officers, directors, and employees and Purchaser's customers (collectively, the "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any rights hereunder and the cost of pursuing any insurance providers (collectively, the "Losses") arising out of or occurring in connection with the goods purchased or services received from Seller or Seller's negligence, willful misconduct or breach of these Terms. Seller shall not enter into any settlement without Purchaser or Indemnitee's prior written consent.
13. **INTELLECTUAL PROPERTY INDEMNITY.** Seller shall, at its expense, defend, indemnify and hold harmless the Indemnitees against any and all Losses arising out of or in connection with any claim that such Indemnitee's use or possession of the goods or receipt of the services infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. Seller shall not enter into any settlement with Indemnitee's prior written consent.
14. **INSURANCE.**
 - a. Seller shall maintain, and shall require its subcontractors to maintain, the following minimum insurance coverage and limits: Statutory Workers' Compensation coverage and Employers' Liability with a limit of \$500,000 or such other amounts as is obligated by the State; Commercial General Liability (including bodily injury and property damage, products/completed operations coverage and contractual liability coverage) with a limit of \$1,000,000 per occurrence. When applicable to Seller's performance of the Purchase Order, Seller shall also maintain, and cause its subcontractors to maintain, (i) Automobile Liability coverage with a limit of \$1,000,000 per accident; and (ii) Professional Liability covering the services provided by Seller under this Purchase Order. Upon Purchaser's request, Seller shall (1) provide Purchaser with certificates of insurance evidencing required insurance, (2) arrange for a waiver of subrogation in favor of Purchaser, and (3) in the case of Commercial General Liability and Automobile Liability policies, direct that Purchaser be added as an additional insured.
 - b. If work is to be performed on premises owned or controlled by Purchaser, then Seller shall comply with all the rules and regulations established by Purchaser for access to and activities in and around premises owned or controlled by Purchaser. Seller shall be responsible for the actions and failure to act of all parties retained by, though, or under Seller in connection with the performance of this Purchase Order.
15. **SUBCONTRACTORS.** Seller must obtain prior written authorization from Buyer to use subcontractors for any activity relating to the goods or services provided hereunder. If Seller uses subcontractors for any part of the manufacture of the goods or performance of the services hereunder, Seller represents and warrants it will only use subcontractors that are able and willing to comply with The Armor Group, Inc.'s Code of Conduct and that Seller shall be responsible and liable for all acts or omissions of its subcontractors. These Terms shall be applicable to all subcontractors and Seller is responsible for enforcement.
16. **COMPLIANCE WITH LAWS.** Seller warrants that it is in compliance with and shall comply with all applicable laws, regulations and ordinances, including but not limited to, all laws prohibiting engagement in corrupt



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practices, such as the U.S. Foreign Corrupt Practice Act and the U.K. Bribery Act (2010). Seller has, and shall maintain in effect, all licenses, permissions, authorizations, consents and permits that are necessary to carry out its obligations under this Order.

17. **SUPPLIER CODE OF CONDUCT.** Seller warrants that it has reviewed The Armor Group Inc.'s Code of Conduct, which is available at <https://www.thearmorgroup.com/coc/> and that it is in compliance with the code of conduct set forth therein. If Purchaser determines that a subcontractor has violated the Code of Conduct, Purchaser shall have the right to terminate this Agreement or require Seller to implement a corrective action plan. If a corrective action is advised but not taken, Purchaser may terminate the Agreement or suspend placement of future orders until such time as the corrective action is taken.
18. **PROPRIETARY INFORMATION/CONFIDENTIALITY.** Information relating to products, specifications, costs, processes, equipment, development efforts, design details and engineering, procurement requirements, purchasing, manufacturing, business and contractual relationships, sales strategies, services, prospective products and services, financial information, projections, marketing plans, and packaging, all of which to the extent disclosed by Purchaser shall be "Proprietary Information" and shall remain Purchaser's property. Seller shall maintain the confidentiality of the Proprietary Information and not disclose Proprietary Information to any third party, and Seller shall return all Proprietary Information (and all copies of same) to Purchaser upon demand. Seller shall use Proprietary Information solely for Seller's performance of the Order and Seller shall not, without Purchaser's written consent, directly or indirectly use any information derived or otherwise obtained from use of the Proprietary Information in performing services or providing products for any other customer. If Purchaser requests that Seller specially manufacture, develop, or design Products for Purchaser, Seller agrees that any resulting designs, drawings, blueprints, plans, specifications, data, business information, or other materials used to develop and design said Products are and will be owned by Purchaser, including any intellectual property rights therein, and Seller hereby assigns all of its right, title and interest in and to such Products to Purchaser. Seller agrees that such results, materials, and rights may be used exclusively and without restriction by Purchaser for any purpose whatsoever.
19. **TOOLING.** All special dies, molds, patterns, jigs, fixtures, and any other tooling or property furnished to Seller by Purchaser, or specifically paid for by Purchaser, for use in the performance of the Order are and will remain the property of Purchaser (collectively, "Tooling"). Tooling is subject to removal upon Purchaser's instruction. Seller shall (i) only use the Tooling in fulfilling Orders; (ii) properly house and maintain all Tooling on Seller's premises and in good working order according to industry standards; (iii) hold all Tooling at Seller's risk; (iv) prominently mark Tooling as Purchaser's property and refrain from commingling Tooling with the Seller's property or with that of a third party; (v) take reasonable steps to keep Tooling from being subject to any liens or other claims; and (vi) keep Tooling insured at Seller's expense while in its custody or control in an amount equal to the replacement cost, with loss payable to Purchaser. Seller will furnish copies of policies or certificates of such insurance to Purchaser on demand. Seller shall not move Tooling to any other location or facility, whether owned by Seller or a third party, without first obtaining Purchaser's written consent. Seller shall cooperate with Purchaser to accomplish any public filing or other commercially accepted method of establishing recognition of Purchaser's ownership of Tooling. This may include, but is not limited to, cooperating with Purchaser's issuance and filing of a UCC 1 within the United States or other acceptable practice established under applicable local law. Upon termination (or earlier at the direction of Purchaser), Seller shall, at its expense, send all Tooling to a location specified by Purchaser.
20. **EXPORT CONTROL.** Seller shall comply with all export control and sanctions laws, regulations, and orders applicable at the time of export, re-export, transfer, disclosure or provision of goods, software, technology or services including, without limitation, the (i) Export Administration Regulations (EAR); (ii) International Traffic in Arms Regulations (ITAR); (iii) Foreign Assets Control Regulations and associated Executive Orders; and (iv) laws and regulations of other countries (collectively, "Export Control Laws"). To the extent applicable, and unless this Order is for goods to be supplied on a "build to print" basis by Seller, Seller shall provide Purchaser with (i) the applicable Harmonized Tariff Schedule Number, and (ii) either (a) the United States Munitions List (USML)



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category of such goods, software, technology, or services that are controlled by the ITAR, or (b) the Export Control Classification Number (ECCN) of such goods, software, or technology that are controlled by the EAR, and (iii) any analogous classification under any other applicable law. If any goods to be provided under this Order are USML items, Seller represents that it maintains registration with the Directorate of Defense Trade Controls. Seller shall not export, re-export, transfer, disclose, or otherwise provide Purchaser's technical data controlled by Export Control Laws ("Technical Data") to any foreign persons or foreign commercial entities, or modify or divert such Technical Data to any military application without Purchaser's advance, written authorization. Any subcontractors between foreign persons in the approved country for manufacture of goods or provision of services shall contain all the limitations of this Section. Upon Purchaser's request, Seller shall demonstrate to Purchaser's reasonable satisfaction Seller's subcontractors' compliance with this Section and all export Control Laws. Upon completion of its performance under this Order, Seller and its subcontractors shall destroy or return to Purchaser all Technical Data.

21. **GOVERNMENT CONTRACT.** If this Order is issued under any U.S. Government agency contract or subcontract thereunder, then Seller shall comply with all of the applicable provisions of Title 48 of the Code of Federal Regulations ("CFR") relating to the procurement by U.S. Governmental agencies, as the same may be amended, superseded or modified. Seller is charged with knowing and complying with any and all such provisions incorporated herein.
22. **NO WAIVER.** No waiver by any party of any of the provisions of this Order will be effective unless in writing and signed by the party so waiving. Except as otherwise set forth in this Order, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Order will operate or be construed as a waiver thereof, nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
23. **MODIFICATION/AMENDMENT.** No change to this Order is binding upon Purchaser unless it is in writing, specifically states that it amends this Order, and is signed by a Purchaser authorized representative. Purchaser may, at any time, require modifications to an Order, including modifying the packaging, shipping date, or time or place of delivery. If requested modifications would result in changes to Seller's costs or a delivery delay, Seller shall notify Purchaser immediately, and the parties shall agree on a reasonable and equitable adjustment to the Order.
24. **FORCE MAJEURE.** Neither party shall be liable to the other for any delay or failure in performing its obligations under this Order to the extent such delay or failure is caused by an event or circumstance that is beyond that party's reasonable control, without such party's fault or negligence, and which by its nature could not have been foreseen by such other party, or if it could have been foreseen, was unavoidable (a "Force Majeure Event"). Force Majeure Events include, but are not limited to, acts of God or other public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, hostilities, terrorist acts, riots, strikes, embargoes, or industrial disturbances. Seller's economic hardship, labor difficulties, or changes in market conditions are not considered Force Majeure Events. Seller shall use all diligent efforts to immediately notify Purchaser, in writing, of any actual or potential Force Majeure Event, end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under this Order. If a Force Majeure Event prevents Seller from carrying out its obligations under this Order for a continuous period of more than ten (10) business days, Purchaser may terminate this Order immediately by written notice.
25. **ASSIGNMENT.** Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Order without Purchaser's prior written consent. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Seller of any of its obligations hereunder. Purchaser may at any time, assign, transfer, or subcontract any or all of its rights or obligations under this Order without Seller's prior written consent.
26. **RELATIONSHIP OF THE PARTIES.** The relationship between the parties is that if independent contractors. Nothing contained in this Order shall be construed as creating any agency, partnership, joint venture,



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or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Order.

27. **NO THIRD-PARTY BENEFICIARIES.** This Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.
28. **GOVERNING LAW.** All matters arising out of or relating to this Order shall be governed by and construed in accordance with the laws of the State of Ohio, without giving any effect to any choice or conflict of law rule that would cause the application of the laws of any other jurisdiction. For Orders within the United States, The United Nations Convention on the International Sale of Goods shall not apply to any matter arising out or relating to this Order. For Orders to entities residing outside the United States, the United Nations Convention on the International Sale of Goods shall apply.
29. **SUBMISSION TO JURISDICTION.** Any legal suit, action, or proceeding arising out of relating to this Order shall be instituted in the federal courts of the United States of America or the courts of the State of Ohio, in each case located in the City of Cincinnati and County of Hamilton, and each party irrevocably submits to jurisdiction of such courts in any such suit, action, or proceeding, provided, however, that for Orders outside of the United States of America, any party may bring suit in the jurisdiction in which the counter-party then resides.
30. **CONTINUED PERFORMANCE AND CUMULATIVE REMEDIES.** The rights and remedies under this Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise. In the event of a dispute, Seller will continue to perform its obligations while the dispute is being resolved, except to the extent the dispute precludes performance (disputes regarding amounts owed will not be deemed to preclude performance). If there is a breach of this obligation, Purchaser will be entitled to seek and obtain injunctive relief, without posting bond or proving damages.
31. **NOTICES.** All notices, request, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Order, or to such other address that may be designated by the receiving party, in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid) or certified mail (return receipt requested, postage prepaid). Except as otherwise provided in this Order, a Notice is effective only upon receipt of the receiving party and if the party giving the Notice has complied with the requirements of this Section.
32. **SEVERABILITY.** If any term or provision of this Order is deemed invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Order or invalidate or render unenforceable such term or provision in any other jurisdiction.
33. **SURVIVAL.** Provisions of this Order which by their nature apply beyond their terms will remain in force after any termination or expiration of this Order, including, but not limited to, the following provisions: Set-off, Warranties, Indemnification, Intellectual Property, Insurance, Compliance with Laws, Governing Law, Submission to Jurisdiction, and Survival.