

Supplier Terms and Conditions

1. **DEFINITIONS.** The term “Buyer” means Visionary Products, Inc. dba VPI Technology Group (VPI) and its affiliates. The term “Supplier” means the supplier of goods and services under the Order and also includes its subcontractors and any other person or entity performing any type of work for or on behalf of supplier. The term “Order” means the purchase order issued by Buyer and accepted by Supplier to which these Terms and Conditions apply. The terms “goods” and “services” refer to the articles, materials, parts, supplies, items, equipment, work, and/or services covered by the Order.
2. **ORDERS AND ORDER ACCEPTANCE.**
 - 2.1. **GENERAL ORDER TERMS.** (a) Orders for goods or services must be placed by Buyer’s authorized procurement agents in writing and transmitted to Supplier via facsimile or by email, which will specify applicable prices, quantities, delivery schedules, shipping instructions, destinations, applicable specifications, required insurance, any special requirements, the address to which Supplier’s invoice will be sent, and other similar matters which are necessary for the individual transaction to be adequately described. (b) The terms and conditions of any particular Order submitted by Buyer to Supplier are incorporated herein by reference and made a part hereof. (c) The Order is non-exclusive: Buyer reserves the right to “second source” goods or services with another manufacturer or to manufacture the goods or perform the services itself.
 - 2.2. **OFFER AND ORDER ACCEPTANCE.** Unless otherwise provided in a separate agreement (if applicable) between Buyer and the Supplier whose name appears on the Order, these Terms and Conditions constitute the entire agreement between Buyer and Supplier regarding goods and services covered by the Order. Acceptance of the Order by the Supplier will constitute acceptance of the Terms and Conditions set forth herein. If the Buyer does not receive an acknowledgement copy of the Order duly executed by the Supplier, any shipment or performance by the Supplier pursuant to the Order will constitute acceptance by the Supplier of the Order, including these Terms and Conditions and all other terms and conditions stated in the Order. No modification of the Order will be binding upon the Buyer unless agreed to in writing by a duly authorized agent of the Buyer.
3. **PRICE AND PAYMENT.** (a) Unless otherwise provided elsewhere in the Order, prices are stated in U.S. dollars (USD) and not subject to increase for the duration of the Order. Payment for accepted goods or services will be made by Buyer to Supplier in either USD or the Supplier’s local currency, at Buyer’s discretion, ninety (90) days following Buyer’s receipt of such goods or services. No extra charges of any kind will be allowed unless specifically agreed to by Buyer in writing. Unless prohibited by law, Supplier will separately indicate on its invoices any taxes imposed on the sale or delivery of products or services. (b) Supplier warrants that it is selling at the lowest prices and upon the most favorable terms (including, without limitation, volume, quality, and payment terms) that it offers any buyer for goods or services of the same or similar quality to that provided for in the Order. (c) Buyer will be responsible for all sales, use, and similar taxes (excluding taxes based on or measured by the net income, net worth, or gross receipts of Supplier) imposed as a result of the sale of products or services. With notice to Supplier, Buyer may pay such taxes directly to the taxing authority where allowed by law. Supplier shall remit all taxes paid by Buyer to the appropriate taxing authority. Upon Buyer’s request, Supplier will provide written evidence that Supplier is properly licensed to collect the taxes paid by Buyer.
4. **DELIVERY.** (i) Buyer and Supplier agree that timely delivery is essential for the sale of goods and services. In the event that Supplier fails to substantially meet the delivery date specified in an Order due to its own act or omission, Buyer may, at its option, to be exercised in its commercially reasonable discretion, accept late delivery or reject any late shipments and/or terminate any unfulfilled portion of an open Order. (ii) Quantities and delivery schedules will be as reasonably determined by Buyer and stated in Buyer’s Order to Supplier. Supplier agrees to 100% on-time delivery of the quantities and at the times specified by Buyer, as stated in the Order. Buyer will only be bound to Supplier for and will have no liability beyond the quantities specified in the Order. Buyer may return over-shipments to Supplier at Supplier’s expense. (iii) The Buyer may at any time place a hold order with respect to any deliveries to be made under the Order. In such event, the delivery schedules will be extended to reflect any delay in delivery solely attributable to such order upon written request therefore by the Supplier within 30 days after the placing of such hold order by the Buyer. No cost consequences may be imposed upon the Buyer as a result thereof.
5. **INSPECTION.** Buyer may inspect and test all goods and services and all materials, equipment, and facilities utilized by Supplier in producing goods or providing services to Buyer. Supplier will maintain an inspection and testing system for the same that is acceptable to Buyer and will keep records of all inspection and testing data and, with respect to goods, samples of each lot shipped for two (2) years after delivery unless otherwise agreed by Buyer in writing. Supplier will deliver to Buyer a certificate of analysis as to specifications approved by Buyer with respect to each product lot shipped.
6. **NON-CONFORMING GOODS OR SERVICES.** Goods or services that do not conform to the warranties in Section 9 will be handled by Buyer as follows: (1) reject the nonconforming goods or service, (2) require Supplier, at Buyer’s option and Supplier’s expense (including applicable shipping costs), to either repair or replace the nonconforming goods or services, and (3) if Buyer reasonably determines (through statistical sampling or other quality assessments) that a material amount of incoming goods are non-conforming or if Buyer receives subsequent defective material, Buyer will require Supplier to implement at its expense containment, inspection, sorting, and other quality assurance procedures. To the full extent possible, Buyer will provide Supplier access to any available warranty data related to the goods and to any available field-returned goods. Payment for nonconforming goods is not an acceptance, does not limit or impair Buyer’s right to assert any legal or equitable remedy, and does not relieve Seller’s responsibility for latent defects.
7. **ORDER CHANGES.** Buyer may at any time make changes in the scope or quantity of the goods or services covered by the Order in other terms hereof in which event an equitable adjustment will be made to any price, time of performance, and other provisions of the Order if appropriate. Claims for such an adjustment must be made within (15) days from the date of receipt by Supplier of notice of the change. Substitutions or changes in quantities or specifications by Supplier may not be made without Buyer’s prior written approval.
8. **TERMINATION.**
 - 8.1. **TERMINATION OF ORDER.** (a) Buyer will have the right to terminate the Order and any license granted hereunder with immediate effect, upon written notice to Supplier, if (i) Supplier breaches any of the provisions of the Order and such are not resolved within thirty (30) days after notice of such from Buyer, (ii) files a petition in bankruptcy, becomes insolvent, or dissolves; (iii) breaches any confidentiality obligation; (iv) assigns or attempts to assign the Order in whole or in part to a third party without prior written consent

- of Buyer; or (v) fails to timely deliver goods per the Order. (b) Unless otherwise agreed by Buyer in writing, Buyer may terminate all or any part of the Order at any time and for any reason by giving written notice to Supplier. (c) Supplier will have the right to terminate the Order with immediate effect, upon written notice to Buyer, if Buyer breaches its payment obligation for accepted goods and fails to cure such breach within thirty (30) days after receipt of Supplier's notice thereof or if Buyer files a petition in bankruptcy or is adjudicated as bankrupt or insolvent.
- 8.2. EFFECT OF TERMINATION. Upon termination of the Order, (a) all rights and licenses granted to Supplier hereunder will immediately terminate and revert to Buyer. (b) Supplier will have no further right or license to use any of Buyer's Proprietary Information (including, without limitation, the designs and specifications for the goods and any and all Buyer Property) or Markings for any purpose or in any manner; (c) Supplier shall immediately cease and refrain from manufacture of the goods and any and all use of Buyer Proprietary Information (including, without limitation, the software code, designs, and specifications provided by Buyer for the goods and any and all Buyer's Property) and Markings; and (d) Supplier shall, at Buyer's election, either (i) promptly return any and all Buyer Proprietary Information (including, without limitation, the software code, designs, and specifications provided by Buyer for the goods and any and all Buyer's Property) and Markings, including all materials incorporating the same, that are in its possession or control, to Buyer or (ii) promptly destroy them and all copies thereof and provide evidence of such destruction satisfactory to Buyer. (e) Upon termination or expiration of the Order, neither Party will be relieved or released from any of its obligations or liabilities hereunder existing or accrued prior to such termination or expiration.
9. WARRANTIES.
- 9.1. SUPPLIER'S WARRANTIES. In addition to all warranties implied by law, Supplier warrants to Buyer that during the warranty period specified in Section 4.3, that (a) all goods and services will be: (i) free of any claims by third parties; (ii) in strict accordance with the specifications, samples, drawings or other descriptions approved by Buyer; (iii) merchantable; (iv) free from defects; and (v) to the extent that Buyer relies on Supplier to specify the goods or services, fit for their intended purpose. Supplier further warrants that all services will be performed in accordance with the standards of care and diligence normally practiced by persons performing similar services and in the best workmanlike manner. (b) If any goods or services fail to conform to the above warranties, Supplier, at Buyer's option, will: (i) with respect to goods, replace or repair the nonconforming goods at Supplier's cost; (ii) with respect to services, re-perform all services necessary to correct any such nonconformity at Supplier's cost; or (iii) refund the purchase price of the nonconforming goods or services and any related costs incurred by Buyer. Any replacement good or services also will be subject to the above warranties and warranty period. The warranty period for repaired goods will be extended to account for the time lapsed until the repair was completed. If Supplier does not replace, repair or re-perform, as applicable, within a reasonable time after notice, Buyer may do so at Supplier's expense.
- 9.2. SUPPLIER'S QUALITY WARRANTIES. Supplier warrants conformity to the quality control standards and inspection system that are established or directed by Buyer. In the absence of any other specifications such quality control system shall conform and be certified to the ISO9001:2015 standard.
- 9.3. WARRANTY PERIOD. The warranty period will be the longer of three (3) years from the date Buyer accepts the goods or services, the warranty period provided by applicable law, or the warranty period offered by Buyer or Buyer's Customer to its end-users.
10. COUNTERFEIT PARTS PREVENTION: Supplier represents and warrants that counterfeit goods are not contained in goods delivered to Buyer through the implementation of policies that include prevention, detection and risk mitigation methods to protect against the use of counterfeit goods.
11. INTELLECTUAL PROPERTY. (a) Buyer hereby grants to Supplier during the term of the Order the limited right to use Buyer's Proprietary Information provided by Buyer as is necessary to enable Supplier (i) to manufacture goods or services, and (ii) to affix the Markings to the goods in such form and appearance as specified by Buyer. (b) Buyer retains all patent and intellectual property rights in the goods or services. (c) All of Buyer's Proprietary Information and Markings remain the sole and exclusive property of Buyer. (d) Without Buyer's prior written consent, Supplier may not use any of Buyer's Proprietary Information or Markings for any purpose or in any manner not expressly stated in the Order.
12. BUYER PROPERTY. All supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment, and other items furnished by Buyer, either directly or indirectly, to Supplier to perform any Order, or for which Supplier has been reimbursed by Buyer, will be and remain the property of Buyer and held by Supplier on a bailment basis ("VPI's Property"). Supplier will bear the risk of loss of and damage to VPI's Property.
13. RESTRICTIVE COVENANTS. (a) Confidentiality. Each Party receiving Proprietary Information (the "Receiving Party") from the other party (the "Disclosing Party") shall maintain any and all Disclosing Party Proprietary Information. (b) Compliance with Buyer Guidelines. Supplier shall comply with all usage and disclosure guidelines and policies that Buyer may from time to time establish and implement with respect to Buyer Proprietary Information.
14. INDEMNITY. Supplier agrees to indemnify and hold harmless Buyer, its subsidiaries and affiliates, and their respective officers, directors, members, employees, and agents from any and all claims, liabilities, damages of any kind or nature, reasonable costs or reasonable expenses incurred in connection with any claims (including lawsuits, administrative claims, regulatory actions, and other proceedings to recover for personal injury or death, property damage, or economic loss) that are related in any manner or arise in any way from the goods or services. Supplier's indemnification obligation will apply regardless of whether the claim arises in tort, contract, or otherwise, except to the extent of any liability arising solely out of the gross negligence of the Buyer. Supplier's indemnification obligations will apply even if Buyer furnishes all or a portion of the design and specifies all or a portion of the processing used by Supplier.
15. FORCE MAJEURE. Any non-performance or delay in performance of any obligation of Supplier or Buyer under the Order will be excused to the extent such failure or non-performance is caused by "Force Majeure." "Force Majeure" means any cause preventing performance of an obligation under the Order which is beyond the reasonable control of the Supplier or Buyer, and which, by the exercise of due diligence, could not be overcome, including without limitation, fire, flood, sabotage, shipwreck, embargo, explosion, accident, riot, acts of a governmental authority, and acts of God. In no event will Supplier's ability to sell goods or services at a better price or Supplier's economic hardship in buying raw materials necessary to manufacture goods at a commercially reasonable price constitute Force Majeure.

If Buyer or Supplier is affected by Force Majeure, it will (i) promptly provide notice to the other party, explaining the full particulars and the expected duration of the Force Majeure and (ii) use its best efforts to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of Force Majeure, deliveries or acceptance of deliveries of goods or services which have been suspended will not be required to be made up on the resumption of performance and, to the extent not otherwise permitted under the Order, Buyer will have the right to purchase goods and services from other sources during the period of Force Majeure. If a Force Majeure extends for more than sixty (60) days, the Order may be terminated upon written notice by the party not declaring Force Majeure without any liability on its part.

If a Force Majeure compels Supplier to allocate deliveries of goods or services, Supplier will make such allocation in a manner that ensures Buyer at least the same proportion of the Supplier's total output as was purchased by Buyer prior to the Force Majeure. Supplier will use best efforts to source goods or other items, at Supplier's expense, from its own or its affiliates' global operations or the market in order to meet Buyer's required delivery dates.

16. ACCESS AND AUDIT. In order to assess Supplier's work quality and compliance with the Order, Supplier will permit Buyer reasonable access to (i) all locations where work is performed in connection with the goods or services provided for in the Order, and (ii) Supplier's books and records relating to the Order.
17. ETHICAL BUSINESS CONDUCT. Supplier shall adopt and comply with Buyer's Manufacturer's Code of Conduct as detailed in VPI document number V002205 ("VMCC"). THE VMCC IS INCORPORATED HEREIN BY REFERENCE and made part of these Terms and Conditions. Additionally, Supplier shall take all reasonable steps necessary to ensure that its sub-suppliers and subcontractors comply with the VMCC. The current version of the VMCC is available at <http://vpitech.com/vendors>. At Supplier's request, Buyer will mail Supplier a hard copy. The VMCC may be amended by Buyer from time to time.
18. GOVERNING LAW, JURISDICTION, ATTORNEY'S FEES AND COST. The Order and all documents, instruments and transaction in connection herewith will be governed and construed in accordance with the laws of the State of Utah, U.S.A., without regard to its principles of conflicts of laws. In the event of any dispute, action, or proceeding in connection with the Order, the non-prevailing party shall pay all costs and expenses (including reasonable attorneys' and paralegals' fees and expenses and arbitration fees and expenses) incurred by the prevailing party in connection with such dispute, action, or proceeding.
19. EQUAL OPPORTUNITY & NON-DISCRIMINATION IN EMPLOYMENT. As used therein, the word "Contractor/Subcontractor" will be deemed to mean the word "Supplier" and the word "Contract" will be deemed to refer to the Order. Supplier shall file the compliance reports referred to in Section 302 of said Executive Order as well as any other reports that may be required by regulations issued pursuant thereto. (ii) Supplier and its subcontractors shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a).

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60- 300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Contractor/subcontractor agrees to comply with all the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A (Executive Order 13496).

20. NOTICE. Any notice, demand, request or other communication permitted or required pursuant to the Order must be in writing and will be deemed to have been given as of the date so delivered, if personally served; as of the date so sent if transmitted by facsimile and receipt is confirmed by the facsimile operator of the recipient; as of the date sent if sent by electronic mail and receipt is acknowledged by the recipient; one day after the date so sent if delivered by overnight courier service; or three days after the date so mailed if mailed by certified mail, return receipt requested, addressed to the company's main place of business or such other addresses, facsimile numbers, or electronic mail address as may be furnished in writing by any party in the manner for giving notices.