

## PO Terms and Conditions

1. **Parties.** Whenever "Buyer" is used in this Order it shall be deemed to refer to BASX Solutions, and whenever "Seller" is used in this Order it shall be deemed to refer to the other contracting party hereto whether the Order be on for the purchase of good, for the performance of services or both.
2. **Acceptance.**
  - (a) The purchase order together with these terms and conditions, which are hyperlinked from the Purchase Order or otherwise provided to the Seller, collectively constitute a binding agreement between the Buyer and the Seller and apply to all purchases of products and services by Buyer from Seller.
  - (b) This order is for the purchase of goods and/or services described on the face of the order. This order shall be deemed accepted upon acknowledgment or confirmation of the Order or the commencement of performance by Seller.
  - (c) No other terms or conditions including, without limitation, Supplier's standard printed terms and conditions, whether printed on Supplier's proposal, order acknowledgement, order confirmation, invoice or otherwise, will have any application to any purchase between Buyer and Supplier unless specifically accepted in writing by Buyer.
  - (d) This order integrates, merges, and supersedes any prior offers, negotiations, and agreements concerning the subject hereof and constitutes the entire agreement between the Parties.
  - (e) Acceptance of all or part of the goods or services shall not (i) waive Buyer's right to cancel or return all or any portion of the goods or services that do not conform to the Purchase Order; (ii) bind Buyer to accept future shipment of good or services; or (iii) preclude Buyer from making any claim for damages or breach of warranty.
  - (f) All purchases are subject to inspection and rejection by Buyer notwithstanding prior payment. Rejected goods will be returned at Seller's expense for transportation both ways and all related labor and packing costs.
3. **TRANSPORTATION; DELIVERY; PACKAGING.**
  1. Delivery dates are firm, and TIME IS OF THE ESSENCE WITH RESPECT TO DELIVERY. (i) Seller will promptly notify Buyer in writing if Seller anticipates difficulty in complying with a required delivery date and will use all commercially reasonable efforts, at its cost, to expedite delivery to meet the required deliver date. (ii) Buyer may cancel any order if delivery is not made on time or if notice is given that a delivery is expected to be late. (iii) Buyer may cancel any order if delivery is not made on time or if notice is given to the supplier. (iv) Buyer may reject any delivery or cancel all or any part of any Purchase Order if Seller fails to make delivery in conformity with the terms and conditions of the Agreement including, without limitation, any failure of Products to conform to the specifications. Buyer's acceptance of any non-conforming delivery shall not constitute a waiver of its right to reject future deliveries. (v) If Seller (a) fails to supply Products, (b) fails to supply Products meeting specification or (c) fails to meet Buyer's delivery schedules and delivery requirements, and Seller does not provide a comparable quality substitute (for which substitution Seller must assume any expense and price differential), then Buyer may, in its sole discretion, purchase Products from another supplier as an alternate source when it is deemed necessary. In such event, Seller shall reimburse Buyer for any additional costs and expenses incurred by Buyer in purchasing Products from such other supplier as an alternate source. Seller will be responsible for all costs incurred by Buyer because of early or late deliveries. If Seller must use premium freight, Seller will notify Buyer in writing of the type and monetary value of the premium freight used at no cost to the Buyer. Buyer may cancel any order if delivery is not made on time or if notice is given that a delivery is expected to be delayed.
  2. Seller shall exercise due care in packing, boxing, and crating for shipment under this Order and shall make all shipments in strict compliance with Buyer's shipping instructions. Seller shall be strictly liable for any excess shipping charges incurred and for any damage or loss sustained in transit, or otherwise as a consequence of improper packing, boxing, crating, or shipping on Seller's part.



3. Title and risk of loss shall remain with Seller until received by Buyer final destination point. Goods purchased hereunder must be shipped complete and in the proper sequence. All materials must have a completed bill of lading and packing slip upon delivery. All samples, test reports, certificates of compliance, warranties, guarantees, or the like in connection with the goods purchased hereunder shall be furnished at no additional cost.
4. **INSPECTION/TESTING.**
  1. Buyer, its customers, and regulatory agencies shall have the right, upon reasonable notice to Seller and during regular business hours, to inspect and audit the facilities being used by Seller for manufacture of production of goods in order to assure compliance by Seller.
  2. Defective goods or services not in compliance with Buyer's drawings, specifications or standards may at any time be rejected even though such goods or services may have previously been inspected and accepted. Without limiting any rights, it may have, Buyer at its sole option may require Seller, at Seller's expense to: (i) promptly repair or replace any or all rejected goods and/or services or (ii) refund the fees paid for any or all rejected goods and/or services. All such rejected goods will be held for Buyer's prompt instruction and at Seller's risk. Rejected goods will be transported for return to Seller or destroyed at Seller's cost. Nothing contained herein shall relieve in any way Seller from the obligation of testing, inspection, and quality control. Payment for goods or services prior to inspection shall not constitute acceptance thereof and is without prejudice to all claims Buyer may have against Seller or any other party.
  3. Ordered Items supplied in excess of the quantities specified in the Purchase Order may be returned to Seller at Seller's expense.
  4. Seller shall not re-tender rejected work without disclosing the corrective action taken.
  5. Upon request by Buyer, Seller shall furnish Buyer within (10) days complete information regarding sources of supply for all purchased materials required for its performance under this Order, including names and addresses of sources, responsible persons representing sources, purchase order and shipping data provided, however, that Seller shall not be required hereunder to release information concerning prices or costs of such purchased material.
5. **INVOICE AND INSTRUCTIONS.**
  1. All prices on the Purchase Orders will be (i) stated in U.S. dollars; (ii) not subject to increase; and (iii) FOB Destination or the location specified by Buyer. No extra freight, crating, or expediting charges of any kind will be allowed unless specifically agreed to by Buyer in writing.
  2. Unless prohibited by law, Seller will separately indicate on its invoices any taxes imposed on the sale or delivery of products or services.
  3. Unless otherwise negotiated, Payment terms shall be N45 days following the date of the Buyer's receipt of conforming invoice and related Deliverables. Buyer may, at its option, make payment by check, bank transfer payable to a designated ETF or wire address.
  4. Seller warrants that they are selling at the lowest prices and upon the most favorable terms (including, without limitation, volume, quality, and/or payment terms) that it offers any buyer for products or services of the same or similar quality to that provided for in the Purchase Order.
6. **INDEMNIFICATION and INSURANCE.**
  1. Seller agrees to indemnify and hold Buyer harmless from all liability that may result from any claim, action, or suit by any person, based on any alleged injury to or death suit by any person or damage to or loss of any property that may occur or that may be alleged to have been caused by the Seller in the course of performance of the Order by the Seller. The Seller shall pay all charges of U.S. attorneys in connection therewith. The Seller shall satisfy and discharge the same without cost or expense to Buyer shall any judgement be rendered against Buyer in any such action or actions. However, this indemnity shall not apply to claims actions, or suits resulting from Buyer's negligence.
  2. Seller shall maintain adequate insurance coverage, to include errors and omissions, as necessary under this Order. In no event shall Buyer be liable, whether foreseeable or unforeseeable, in contract or tort, for any direct, indirect, special or consequential damages or claims arising or resulting from Seller's services or products purchased under this agreement.
  3. In the event that Seller, its employees, agents or subcontractors enter Buyers or its customers premises for any reason in connections with this Order, Seller as well as its subcontractors and lower tier subcontractors, shall procure and maintain worker's compensation, comprehensive general liability, bodily injury, and property damage insurance in reasonable amounts, and other such insurance as



Buyer may require as stated in the contract schedule and shall comply with all site requirements. Such insurance shall be written through a licensed carrier with a financial rating of no less than A-, in respective state of operation and shall meet all legal minimum requirements of same state. Seller shall indemnify and hold harmless Buyer, its officers, employees, and agents, from any and all losses, costs, claims, causes of action, damages, liabilities, and expenses, including (but not limited to) attorney's fees, all expenses of litigation and settlement, and court costs, by reason of property damage or personal injury to any person caused in whole or in part by the actions or omissions of the Seller, its officers, employees, agents, suppliers, or subcontractors at any tier. Seller shall provide Buyer thirty (30) days advanced written notice prior to the effective date of any cancellation or change in the term or coverage of any of Seller's required insurance. If requested, Seller shall send Certificate of Insurance showing Seller's compliance with these requirements. Seller shall name Buyer as an additional insured for the duration of this order.

4. Catastrophic Defects. Seller shall, within 10 days of Buyers Demand, indemnify Buyer for all cost and expenses of parts, labor, administrative costs, shipping costs, replacement product costs and other expenses (including reasonable attorneys' fees and expenses) related to or arising from Catastrophic Defect, Product recall or Product field fix. "Catastrophic Defect" will be deemed to occur when: (i) the representations and warranties are breached with respect to 3% or more of the Products shipped within any three-month period; or 1% of the Products shipped within the first six months of the initial agreement between Seller and Buyer, (ii) the return and exchange rate of the Product sold by the Seller to Buyer is in excess of the category average for the Product as determined by Buyer's records; (iii) a single or single group of defects in a Product (any manufacturing defect that affects the Product cosmetically or functionally) is determined by Buyer to impact more than 10% of such Products; (iv) a Product (including any service part, replacement parts, spare parts, assemblies and tools required for servicing Products) recall is necessary in the reasonable opinion of Buyer or Seller; or (v) the Product should be pulled from the marketplace to comply with applicable law as determined by Buyer in its sole discretion (including but not limited to, cases of voluntary or mandatory consumer product safety recall); provided, however, that no Catastrophic Defect will be deemed to occur if the applicable defect results solely from an act or omission of Buyer.

5. Unless otherwise specified in this Order, an invoice shall not be issued prior to shipment of items. Payment will not be made prior to receipt of correct acceptable items and a correct invoice which references the Order number, Buyer's part number and quantities shipped. Any credit and discounts periods will be computed on the date the Buyer receives a correct invoice.

6. Delays in receipt of goods or services, acceptance of goods or services, or correct invoice will be just cause for Buyer to withhold payment without losing discount privileges. Cash discounts, if any, shall be computed as commencing with receipt on the invoice of goods or services, whichever is later.

## **7. FORCE MAJEURE.**

1. "Force Majeure" means any cause preventing performance of an obligation under the Purchase Order which is beyond reasonable control of the Seller or Buyer, and which, by the exercise of due diligence, could not be overcome, including without limitation fire, explosion, flood, sabotage, shipwreck, embargo, riot, acts of government authority, acts of God, war, accident, interruption of or delay in transportation, and labor trouble.

2. If a Buyer or Seller 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 products 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 Purchase Order/Agreement, Buyer will have the right to purchase products and services from other sources during the period of Force Majeure. If a Force Majeure extends for more than sixty (60) days, the Purchase Order/Agreement may be terminated upon written notice by the party not declaring Force Majeure without any liability on its part.

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



**8. INTELLECTUAL PROPERTY**

1. Seller warrants that the sale or use of goods purchased hereunder and that the services performed according to the requirements hereof, as the case may be, will not infringe any patent, copyright, trademark, or other intellectual property right whether registered in the United States or any foreign country, or unregistered. Seller acknowledges and agrees that all intellectual property rights that may arise as a result of any work performed by Seller under this Order will be considered "work for hire" and will belong to and remain the property of Buyer. Seller agrees at Buyer's request to take all steps necessary to fully and effectively vest the intellectual property rights in such work in Buyer.

2. Buyer's confidential and proprietary information includes, without limitation, its business plans, business strategies, marketing plans, industry and competitive information, technology, product and proposed product information, pricing, cost arrangements, agreements with Buyer, distributors, customers, suppliers, licensees, information relating to its customer base, information concerning employees, specifications, drawings, sketches, models, samples, tools, technical information, methods, processes, techniques, shop practices, plans, know-how, trade secrets, or data, written, oral, or otherwise (collectively, the "Information") and financial information. The property of Buyer; (ii) be carefully preserved and maintained by Seller at its expense, and (iii) be promptly returned to Buyer or satisfactorily accounted for upon completion of this Purchase Order or upon Buyer's written demand.

**9. Governing Law**

1. The Agreement and all rights and duties under the Agreement are governed by, and constructed in accordance with, the laws of the State where Buyer's principal office is located. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Buyer shall have all rights and remedies granted it by the Uniform Commercial Code, without exclusion or limitation. Buyer's rights under the Agreement are in addition to any other legal or equitable remedies it may have against Seller. The parties hereby irrevocably consent to exclusive jurisdiction of, and venue in, State or Federal court in the State where Buyer's principal office is located.

**10. Compliance with Laws**

1. Seller shall in the fulfillment of the Order comply with all applicable federal, state, and local laws and regulations, including but not limited to the US Foreign Corrupt Practice Act, as amended from time to time, and any applicable export laws, rules, or regulations. Without limiting the foregoing, Seller shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit veterans and individuals with disabilities and prohibit discrimination against all individual based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individual without regard to race, color, religion, sex, national origin, protected veteran status or disability.

**11. General**

1. The invalidity of any provision contained in the Agreement will not affect the validity of any other provision. Buyer's failure to insist on performance of any term or condition or to exercise any right or privilege shall not waive any such term, condition, right or privilege. The Agreement may be amended or modified only by written instrument separately signed Buyer or Seller. Seller shall not subcontract or assign its rights and obligations under the Agreement, in whole or in part, without Buyer's consent.

