

GENERAL PURCHASE ORDER PROVISIONS

1. **ACCEPTANCE - ENTIRE AGREEMENT - MODIFICATION.** This order is for the purchase and sale of goods and services described on the face of this order (hereinafter "Items"). Acceptance of this order shall be limited to the terms and conditions contained herein and incorporated herein by reference. This order shall be deemed accepted upon the return of the acknowledgment copy of this order or the commencement of performance by Seller. Buyer rejects any additional or inconsistent terms and conditions offered by Seller at any time, whether or not such terms or conditions materially alter the order and irrespective of Buyer's acceptance of or payment for Items. These terms and conditions constitute the entire agreement between the parties and no change to or modification of this order shall be binding upon Buyer unless in writing and signed by an authorized representative of Buyer's procurement or purchasing office at Buyer's place of business issuing this order.
2. **PROTECTION OF PROPERTY AND INFORMATION.**
 - A. **PROPERTY.**
 - (1) For the purpose of these General Purchase Order Provisions, "Property" shall mean all materials, equipment, tools, and facilities furnished to Seller by Buyer, or paid for by Buyer under this order, as well as any improvements thereto or replacements thereof.
 - (2) Title to all Property shall be vested in Buyer with the right to demand possession at any time. Seller may use Property only in the performance of work for Buyer. Buyer does not warrant any aspect of the Property.
 - (3) Seller bears the risk of loss of, and is responsible for paying all personal property taxes that accrue on, all Property that is in the custody or control of Seller or any supplier or subcontractor to whom Seller delivers Property as permitted under Article 2.A.(6), below.
 - (4) Seller will establish and maintain a system to control, protect, preserve, and maintain all Property in good condition and repair. All Property is subject to removal and return at Buyer's written request, in which event Seller, at Buyer's expense, will prepare such Property for shipment and deliver it to Buyer in the same condition as originally received by Seller, reasonable wear and tear excepted. Buyer may enter Seller's premises at any reasonable time to inspect the Property and Seller's records with respect thereto.
 - (5) Upon completion or termination of this order, Seller will retain all Property at its expense until disposition directions are received from Buyer.
 - (6) Seller may not deliver custody of any Property to any person or entity other than Buyer without Buyer's prior written permission. If with Buyer's prior written permission Seller furnishes Property to any supplier or subcontractor of Seller for use in performance of Buyer's orders, Seller shall (i) insert the substance of this Section 2.A in all orders to such supplier or subcontractor; and (ii) remain responsible hereunder for any breach by such supplier or subcontractor of this Section 2.A.
 - B. **INFORMATION.**
 - (1) For the purpose of these General Purchase Order Provisions, all Property and Other Data provided to Seller from Buyer or other suppliers of Buyer shall be treated as "Information". For the purpose of these General Purchase Order Provisions, "Other Data" shall mean all technical data (including without limitation manufacturing, process, test or repair data, know-how, designs, and data describing physical, functional, and/or performance characteristics), computer software, and all other information and/or data that: (i) has been supplied to Seller (or any other person) by or on behalf of Buyer, whether transmitted in writing, orally, or otherwise; (ii) Seller has designed, developed, or created at Buyer's expense; and (iii) all derivatives of (i) and (ii) that Seller has designed, developed, or created. Except to the extent specifically provided in these General Purchase Order Provisions, Seller shall have no rights in any Information.
 - (2) Except as permitted under Paragraph 2.B.(4), below, Seller may use Information only in the performance of work for Buyer and, upon Buyer's request, Seller will deliver all Information and all copies thereof to Buyer.
 - (3) All Information prepared by Seller specifically in connection with performance of this order, including original works of authorship created by Seller, are considered "works made for hire" under U.S. Copyright Law. Buyer shall be deemed the author of such works. If any such work is determined not to be a work made for hire, this Paragraph 2.B.(3) shall operate as an irrevocable assignment by the author of such work to Buyer of the copyright in the work, including all right, title, and interest throughout the world, including the right to make derivatives thereof and revisions thereto. Seller further agrees to assign to Buyer all other intellectual property rights to Information or to any item designed, or created using such Information.
 - (4) Seller may not disclose Information to any person or entity without Buyer's prior written permission. If, with Buyer's prior written permission, Seller furnishes Information to any supplier or subcontractor of Seller for use in performance of Buyer's orders, Seller shall (i) insert the substance of Article 2 in all orders to such supplier or subcontractor; and (ii) remain responsible hereunder for any breach by such supplier or subcontractor of Article 2.
 - C. **TRAINING OF EMPLOYEES.** Seller will maintain adequate processes to protect Buyer's Property and Information from improper use and/or disclosure, and will train its employees appropriately to follow such processes. Seller's failure to comply with the foregoing sentence shall constitute grounds for termination of this order by Buyer under Article 10.B. of these General Purchase Order Provisions.
3. **DELIVERIES AND SHIPMENTS.** Deliveries of Items in accordance with the schedule are a material requirement of this order. TIME IS OF THE ESSENCE. Seller shall not, without Buyer's prior written consent, manufacture or procure materials in advance of Seller's reasonable lead-time. Seller will, at its expense, ship by express or air shipment or by the most expeditious way if the delivery schedule is endangered for any reason other than Buyer's fault. Buyer reserves the right to reject all or any part of any delivery that varies from the quantity authorized by Buyer for shipment. All items shall be packaged in accordance with Buyer's instructions or, if none are specified, in accordance with good commercial practice in a manner sufficient to ensure arrival in an undamaged condition. Items shipped in advance of Buyer's delivery schedule may be returned at Seller's expense. If requested by Buyer, Seller shall give notice of shipment to Buyer at the time of delivery of any shipment of Items to a carrier for transportation. Title and risk of loss of Items shall pass to Buyer at the FOB point specified on the face of this order, unless earlier passed pursuant to other provisions of this order.
4. **PERFORMANCE ASSURANCE PLAN.** At Buyer's direction, Seller will provide Buyer with a Performance Assurance Plan prepared in accordance with procedures established by Buyer showing Seller's work in process and yield factors for each major process step. Buyer may impose this plan where, in Buyer's opinion, there is a significant risk in meeting performance or delivery requirements. The Performance Assurance Plan will demonstrate Seller's work in process and yield factors in Seller's format.
5. **INSPECTION.** Notwithstanding (i) payment, (ii) passage of title, or (iii) prior inspection or test, all Items are subject to final inspection and acceptance or rejection by Buyer at Buyer's facility. At all reasonable times, including the period of manufacture, Buyer may inspect and/or test the Items to be furnished hereunder at the places where the work is being performed, including those of the Seller's suppliers, and Seller shall provide, without additional charge, reasonable facilities and assistance for safe and convenient inspection and test. Buyer may inspect 100% or a sample of all Items or any lot of Items at Buyer's option, and Buyer shall have the right to reject all or any portion of the Items or lot of Items if any such inspection reveals them to be, in Buyer's sole opinion, defective or nonconforming. Seller shall provide and maintain a test and inspection system acceptable to Buyer and its customers, if required. Records of all inspection work by Seller shall be kept complete and available to Buyer and its customers during the performance hereof and for seven (7) years after final payment by Buyer or for such longer period as may be specified elsewhere.
6. **WARRANTY.**
 - A. Seller warrants to Buyer, its successors and customers that for a period of twenty-four (24) months after acceptance of Items, that all Items furnished to Buyer will be free from defects in material and workmanship, will conform to applicable drawings, designs, specifications, and samples, will meet all functional and performance requirements and, to the extent this order calls for services to be performed, that such services will be free from defects in workmanship, will meet all of the requirements of this order and will be performed to the highest standards of workmanship in the industry (all of which are hereinafter collectively called "Conforming Items").
 - B. The warranty period shall be suspended upon notice that non-Conforming Items have been furnished until they have been repaired or replaced and redelivered to Buyer postage or freight prepaid, or in the case of nonconforming services, have been corrected. The un-expired portion of the warranty shall be applicable to the repaired, replaced or corrected Conforming Items.
7. **CHANGES.**
 - A. Buyer may, at any time, by a written change order, without notice to any sureties, make changes in any one or more of the following: (i) drawings, designs, specifications, where the Items to be furnished are to be specially manufactured for the Buyer in accordance therewith; (ii) method of shipment or packing; (iii) place or time of inspection, delivery, or acceptance; (iv) the quantity and/or type of services ordered, (v) the work or service schedules, or (vi) the amount of any Buyer furnished property. If any such change causes an increase or decrease in the cost of or time required for performance of this order, whether or not changed by the order, an equitable adjustment shall be made in the price or delivery schedule or both and this order shall be modified accordingly. No claim by Seller for adjustment hereunder shall be allowed unless made in writing for a specified amount within twenty (20) days from the date notice of any such change is received by Seller. If Seller considers that the conduct, statement or direction of any of Buyer's employees constitutes a change hereunder, Seller shall notify Buyer's authorized representative and take no action on the perceived change pending written approval of Buyer's authorized representative. Only Buyer's authorized representative has authority to approve a change. Any change made by Seller without such written approval shall be deemed voluntary by Seller and not compensable in the cost of or time required for performance. Nothing in this Article shall excuse Seller from proceeding with performance of this order as changed.
 - B. Notwithstanding the above or any other provision of this order, Seller hereby agrees that any changes that are made to meet the specified performance requirements of this order shall not entitle Seller to any adjustment in either price or delivery.
8. **DESIGN CHANGES.** During performance of this order, Seller shall not make any changes in the design of Items to be furnished by Seller under this order without advance written notification to and written approval of Buyer. The above requirement applies whether or not there is a cost impact associated with the change and regardless of the type of change involved, including product improvements.
9. **STOP WORK ORDERS.** Buyer may, at any time by written order, require Seller to stop all or any part of the work under this order for a period of up to one hundred twenty (120) days after delivery of such stop work order, and for any further period as the parties may agree.

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Immediately upon receipt of such stop work order, Seller shall comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the work stoppage. At any time during such period, Buyer may, in whole or in part, either cancel the stop work order or terminate the work in accordance with Article 10.A., Termination, of this order. To the extent the stop work order is canceled or expires, Seller shall resume work. If a stop work order is the sole and exclusive cause of a material change in cost or delivery, an adjustment shall be made in the price (excluding profit) or the delivery schedule, or both and this order modified accordingly; provided, however, that no adjustment in price or delivery shall be made under this Article if, (i) the work would have been otherwise interrupted or delayed, or (ii) such adjustment is available or expressly excluded under any other provision of this order. No claim for adjustment shall be allowed unless submitted to Buyer in writing in a specified amount within twenty (20) days after the work is terminated or the stop work order expires or is canceled whichever first occurs.

10. TERMINATION.

A. By written notice, Buyer may terminate this order or any part hereof, for its sole convenience. In the event of such termination, Seller shall immediately stop all work hereunder and shall immediately cause all of its suppliers and subcontractors to cease work. Subject to the terms of this order, Seller shall be paid a portion of the order price reflecting the actual costs incurred for the work performed prior to the notice of termination, plus reasonable charges Seller can demonstrate to the satisfaction of Buyer using its standard record keeping system, that have resulted from the termination. Seller shall submit its claim no later than six (6) months after receipt of the termination notice. Seller shall make reasonably available to Buyer or Buyer's representative, any books, records and papers supporting its claim. Seller shall not be paid for any work performed or costs incurred which should have been avoided. Upon Buyer's payment to Seller in accordance with this Section 10.A., title to all equipment, materials, work-in-progress, special tooling, finished products, and anything acquired for this order, and any plans, drawings, specifications, information, and other things that would have been required to be delivered to Buyer, shall vest in Buyer.

B. By written notice, Buyer may terminate this order in whole or in part: (i) if Seller fails or refuses to perform in accordance with any of the requirements of this order or to make progress so as to endanger performance hereunder (a "Default"); (ii) if Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller (whether voluntary or involuntary) under any federal or state law, or under any agreement, instrument, security interest, or similar arrangement, relating to bankruptcy, arrangement among debtor and creditors, reorganization, receivership or assignment for the benefit of creditors; (iii) if Seller fails to provide Buyer, upon request, with adequate assurances of future performance within the time period requested by Buyer, or (iv) if Seller engages in any use or disclosure of information that is not expressly permitted under the terms of this order. Any such termination will be without liability to Buyer except for completed items delivered and accepted by Buyer, payment for which can be set off against damages to Buyer. Buyer may require Seller to transfer title and deliver to Buyer any or all property produced or procured by Seller for performance of the work completed as of the termination and Seller shall be credited with the reasonable value thereof not to exceed Seller's actual incurred costs or the order price, whichever is less. Seller will be liable for damages caused by or resulting from its default including but not limited to excess costs of re-procurement. If, after a termination pursuant to clause (i), (iii), or (iv) of this Section 10.B., it is determined that Seller was not in Default, that adequate assurances had been provided, or that Seller had a legal right to use or disclose information, the termination shall be deemed a termination for convenience in accordance with Section 10.A. Buyer or its designee shall have the right to audit all elements of any termination claim and Seller shall make available to Buyer or Buyer's designee on request all books, records, and papers relating thereto. Termination of the order pursuant to this Section 10.B. shall be without prejudice to any other rights and remedies of Buyer under statute or common law.

C. To the extent this order is not terminated pursuant to Sections 10.A. or 10.B., above, Seller shall continue performance.

11. **EXCUSABLE DELAYS.** Neither party shall be in default for any delay or failure to perform hereunder due to causes beyond its control and without its fault or negligence; provided, that any delay or failure to perform caused by the default of a supplier of Seller at any lower-tier shall be excused only if (i) it is beyond the control of both Seller and such supplier and without the fault or negligence of either, (ii) the parts to be furnished are not obtainable from other sources in sufficient time to permit Seller to meet the delivery schedule, and (iii) Seller furnishes prompt written notice to Buyer of the occurrence of any such cause that will or may delay Seller's performance. If delivery of any item is delayed by any excusable delay for more than three (3) months, Buyer may, without any additional extension, cancel all or part of any order with respect to the delayed item, and exercise any of its remedies in accordance with Article 10.B.

12. **PRICES, TAXES AND NEW MATERIAL.** Seller warrants that none of the items furnished under this order are surplus, used, remanufactured or reconditioned or of such age or so deteriorated as to impair the usefulness or safety thereof, unless otherwise specifically stated on the face of this order. Unless otherwise provided on the face of this order, THE PRICES APPEARING HEREIN INCLUDE ALL PACKAGING, CRATING, AND FEDERAL, STATE, AND LOCAL TAXES, IF APPLICABLE, AND ARE FIRM FOR THE DELIVERY PERIOD SHOWN.

13. **PAYMENT TERMS.** Payment periods and cash discount periods will be computed from either the date of delivery or acceptance of the items ordered or the date of receipt of correct and proper invoices prepared in accordance with the terms of the order, whichever is later. The payment date will be delayed on a day-for-day basis for any item that is delivered later than called for by the schedule on the face of this order.

14. **SETOFF.** Buyer may setoff any amount due from Seller to Buyer, whether or not under this order, from any amounts due to Seller under this order.

15. **INJUNCTIVE RELIEF.** Nothing contained herein shall operate to waive or limit Buyer's right to seek injunctive relief with respect to any breach or threatened breach by Seller of its obligations under these General Purchase Order Provisions.

16. **PATENT, TRADEMARK AND COPYRIGHT INDEMNITY.** Seller shall indemnify and hold harmless Buyer from any and all damages, costs, including legal fees, losses, and liabilities resulting from a suit, claim, or proceeding of alleged infringement of any Intellectual Property rights by reason of the sale or use of any item sold to Buyer hereunder, and from reasonable expenses incurred by Buyer in defense of such suit, claim, or proceeding if Seller does not undertake the defense thereof; provided, that Seller is notified of any such suit and, except for suits against the U.S. Government, Buyer offers Seller full and exclusive control of the defense of such suit, claim, or proceeding when items of Seller only are involved therein or the right to participate in the defense of such suit, claim, or proceeding when products other than those of Seller are also involved therein; except that, this indemnity shall not extend to infringement resulting solely from Seller's compliance with Buyer's specific designs. In the event of an injunction or restraining order, Seller shall, at its own expense, either procure for Buyer the right to continue to sell and use the item, or replace or modify the item so that it becomes non-infringing. Seller shall also indemnify Buyer's customers and agents for such infringement if and to the extent that Buyer has agreed so to indemnify them, but to no greater extent than Seller has indemnified Buyer herein and under the same conditions as set forth herein.

17. **INDEMNIFICATION.** Seller shall indemnify and hold harmless Buyer, its directors, officers, employees, agents and invitees from and against all liability, demands, claims, losses, costs, damages, and expenses, including but not limited to attorneys' fees, by reason or on account of property damage, death, and personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with the performance of this order that is occasioned by the

18. **STANDARDS OF CONDUCT, INTEGRITY, AND COMPLIANCE.** Restor conducts its business in strict compliance with applicable laws, rules, and regulations with honesty and integrity and with a strong commitment to the highest standards of business ethics. In addition, it is the policy of Restor to enter into representation or supplier agreements only with companies which have a demonstrated record of, and commitment to, the highest ethical standards. Seller agrees that Seller will, at all times, adhere to and will fully comply with customary standards of business conduct prescribed by law or regulation.

19. **NOTICE TO BUYER OF LABOR DISPUTES.** Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this order, Seller shall immediately give notice thereof, including all relevant information with respect thereto, to Buyer. Seller shall include this paragraph in each lower-tier subcontract under this order.

20. **SELLER'S STATUS.** It is understood and agreed that Seller and/or its employees engaged in the performance of this order by Seller, are not employees of Buyer and are not entitled to Buyer employee benefits or privileges or any payment from Buyer (other than as expressly provided for in this order) and the Seller shall pay the salaries or expenses, applicable taxes, including Social Security and unemployment of said employees. Seller shall also pay any expenses normally paid by an employer in connection with its employees assigned to Buyer. The Seller is and shall be deemed to be an Independent Contractor at all times during its performance of the work specified in this order.

21. COMPLIANCE WITH LAWS.

A. Seller shall comply with all applicable federal, state and local laws, Executive Orders, rules and regulations during performance of this order, including but not limited to, the Occupational Safety and Health Act of 1970 as amended ("OSHA"); Toxic Substances Control Act as amended ("TSCA"); the Fair Labor Standards Act of 1938 as amended ("FLSA"); the Clean Air Act as amended; the International Traffic in Arms Regulations ("ITAR") as amended; and the Anti-Kickback Act of 1986 as amended.

B. Seller warrants that all representations and certifications furnished by Seller as required by law or regulation in connection with this order are accurate, current and complete as of the effective date of this order, and that to Seller's knowledge no person has been paid a kickback or illegal gratuity in connection with this order. Seller agrees to indemnify and hold Buyer and its customers harmless for any loss, damage or expenses sustained because any certification or representation herein or required by law or regulation made by Seller was inaccurate, non-current or incomplete or due to Seller's non-compliance with any applicable law or regulation.

C. To the extent applicable to Seller's items, Seller shall conform to the requirements of European Union (EU) Directive 2003/11/EC relating to restrictions on the marking and use of certain substances and preparations containing the brominated fire retardant Pentabromodiphenyl ether (PentaBDE) and Octabromodiphenyl ether (OctaBDE). Seller shall defend (with counsel of Buyer's choosing), indemnify and hold harmless Buyer from any and all claims, demands and causes of action brought by Buyer or by any third party against Buyer in any manner relating to Seller's failure to comply with this directive. Seller's indemnity shall include, but not be limited to, reimbursement of any costs associated with any return, recall or retrofit of parts sold under this order which are not in compliance with the Directive.

22. **RELEASE OF INFORMATION TO PUBLIC.** Seller shall not, without the prior written consent of Buyer, make any release of information concerning this order or any other information related to Buyer (other than to Seller's employees and subcontractors that is required for the performance of their duties), including providing copies of this order or identifying the items sold by Seller to Buyer, nor use the name of Buyer in any advertising or publicity, except as may be necessary to comply with a subpoena or other proper mandatory legal demand.

23. **ORDER OF PRECEDENCE.** Except as provided otherwise in a written document executed by authorized representatives of Buyer and Seller, in the event of any conflict among the provisions of this order, the following order of precedence shall apply in interpreting this order:

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- A. The text of the order.
- B. Any special or supplemental Terms and Conditions incorporated by reference in the order.
- C. These General Purchase Order Provisions.
- D. Other order Documents.

24. **DISPUTES.** Any dispute arising out of or relating to this order, including the breach, termination, or validity hereof, will be finally resolved by a sole arbitrator in accordance with the CPR Institute for Dispute Resolution Rules for Non-Administered Arbitration then currently in effect. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgement upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration will be the city and state of Buyer's place of business that issued this order. If the dispute between Buyer and Seller is related to a dispute between Buyer and its customer, Seller agrees (i) to a stay in arbitration proceedings until Buyer's dispute with its customer is finally resolved, and (ii) to continue to perform its obligations under this order during the stay. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this order, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy.
25. **CHOICE OF LAW.** This order shall, in all respects, be interpreted, construed, and governed by and in accordance with the laws of the State of Florida, disregarding any conflict of law provisions which may require the application of the laws of another jurisdiction.
26. **RIGHTS AND REMEDIES OF BUYER.** The rights and remedies of Buyer set forth herein shall be in addition to any other rights and remedies provided in law or equity and the failure or delay by Buyer to exercise any rights or remedies under this order shall not operate as a general waiver thereof.
27. **NON-WAIVER.** No failure by Buyer to assert its rights under any provision of this order, or failure of Seller to perform any provision of this order, shall be effective as a waiver thereof unless consented to in writing by Buyer; nor shall any such waiver constitute an advance waiver of any other provision or failure to perform.
28. **ASSIGNMENT AND SUBCONTRACTING.** Any assignment or subcontract for a majority of the materials and/or labor by Seller of or under this order shall be void unless consented to by Buyer in writing.
29. **HEADINGS.** Headings set forth in this order are for convenience of reference only and are not intended to, nor do they alter the meaning, content, or enforceability of any Article hereof.
30. **SEVERABILITY.** In the event any Article of these General Purchase Order Provisions is held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining Articles of these General Purchase Order Provisions will not be affected and, in lieu of such invalid or unenforceable Article, there will be added automatically as part of these General Purchase Order Provisions one or more Articles as similar in terms as may be valid and enforceable under applicable law.
31. **SURVIVAL.** Articles 2, 6, 12, 14, 16, 17, 21, and 22 will survive the termination or completion by Seller of performance of this order.
32. **ADDRESS OF RECORD.** All correspondence relating to any clause or dispute regarding these terms and conditions should be mailed to: **Restor Telecom, Inc.**
917 Venture Ave.
Leesburg, FL 34748
Attn: Director of Procurement