

SUPPLIER TERMS AND CONDITIONS

General

As a supplier to General Digital Corporation, it is understood that your organization agrees to meet the terms and conditions set forth in these Supplier Terms and Conditions (this “Agreement”). Your acceptance of any General Digital Purchase Order confirms acceptance of this Agreement.

Definitions

“Buyer” shall mean General Digital Corporation.

“Supplier/Seller” shall mean the party identified as the goods or service provider in any Purchase Order (P.O.) accompanied by these Terms and Conditions.

“Goods” shall mean those goods identified in any Purchase Order, which may be changed, from time to time by the mutual written agreement of the parties.

“Services” shall mean those services identified in any Purchase Order, which may be changed from time to time by the mutual written agreement of the parties.

“Purchase Order” shall mean any transfer of data that conveys purchase information from Buyer to Seller. All accepted Purchase Orders shall be subject to and are a part of this Agreement, and shall supersede and replace any different or conflicting terms provided by Seller.

“Suspect/Counterfeit Parts” are parts that may be of new manufacture, but are misleadingly labeled to provide the impression they are of a different class or quality or from a different source than is the case. This also includes refurbished parts, with or without false labeling, that are represented as new parts.

1) Compliance with Laws

Seller hereby warrants and certifies to comply with all applicable federal, state and local laws, rules & regulations and orders in effect on the date of this P.O., including but not limited to: FLSA, OSHA, DOT, EAR, ITAR, Foreign Corrupt Practices Act (“FCPA”), Walsh-Healy Public Contracts Act; Service Contract Act (SCA) Certification (the Seller certifies that it is familiar with and if applicable will comply with the requirements of the SCA of 1965).

The seller further agrees to indemnify and hold buyer harmless from and against all claims, losses, demands, liabilities, obligations, costs, expenses, including reasonable attorneys’ fees or rights of action that arise out

of, results from, or are caused by Seller’s noncompliance with the SCA.

Seller warrants it has complied with the Anti-Kickback Act of 1986 and has not offered or given and will not offer or give to any employee, agent or representative of Buyer any gratuity or any kickback within the meaning of said ACT.

2) Orders and Order Acceptance

Orders for Goods or Services shall be by means of Purchase Orders placed by the Buyer’s authorized Purchasing agents, which shall specify applicable prices, quantities, delivery schedules, shipping instructions, destinations, applicable specifications, required insurance, any special requirements, the address which the Seller’s invoice shall be sent, and other similar matters which are necessary for the individual transaction to be adequately described.

The prices established by the Purchase Order are firm fixed prices unless otherwise stated by the Buyer.

Payment shall be NET 30 from the date of the invoice, unless otherwise set forth in the Purchase Order or otherwise agreed in writing by Buyer and Seller.

3) Defense Priorities & Allocations Systems (DPAS) – 15 C.F.R 700

For purchase orders rated for National Defense use, suppliers are required to follow the provisions of DPAS 15 CFR 700. Rated orders take precedence over all non-rated Department of Defense order and commercial orders.

The supplier must accept or reject a rated order in writing within fifteen (15) working days for a DO-rated order or ten (10) working days for a DX-rated order. If the order is rejected, the reason for the rejection must be provided to the buyer in writing.

4) Packaging and Delivery

All goods shall be packaged and marked (including notice of hazardous substances) in accordance with the industry standards and will comply with applicable laws and carrier requirements. Each container will be marked with the applicable purchase order number and each shipment with one copy of the shipping papers (i.e.; packing slip), and if applicable, Certificate of Conformance.

Unless otherwise stated all shipments will be sent via FedEx Ground on Buyer's account number, and the FOB point shall be the delivery destination indicated in this P.O. Buyer shall not be obligated to accept any shipments in excess of the ordered quantity and any excess or advance shipments may be returned to the Seller at the Seller's expense.

If seller is delinquent in delivery, Buyer may require shipment by the fastest means available, any premium fees will be Seller's responsibility.

5) Inspection and Acceptance

Record Retention: Buyer may perform inspection activities to ensure that purchased product meets purchase requirements and applicable specifications. Buyer may perform inspection of product at Seller's facility or at Buyer's facility. Seller and its suppliers shall establish and maintain a quality control and inspection program as specified in the Agreement or by the Purchase Order. Subject to applicable national security regulations, Buyer and Buyer's representatives shall have the right of access, on a non-interference basis, to any area of Seller's or Seller's supply chain sub-tier premises where any part of the work is being performed. Seller shall flow this requirement down to its sub-tier supply chain suppliers as a condition of this Agreement. Seller shall, without additional costs to Buyer, provide all reasonable in-plant accommodations, facilities, and assistance for safety and convenience of the Buyer and the Buyer's representatives in the performance of their duties.

Seller shall permit Buyer, Buyer's customers, any regulatory authorities and any designee of Buyer access to all supplier facilities and to all applicable records or other materials. Seller shall provide all appropriate information to Buyer that may include but is not limited to test reports, certificates of conformity and spec sheets for any inspection duties at no charge unless specified otherwise on Purchase Order so that Buyer may perform inspection at Buyer's facility.

Any and all records relating to this Agreement and the performance by Buyer hereof shall be retained and made available for review by Buyer, Buyer's customers, regulatory authorities and Buyer's designees for a minimum of seven (7) years.

6) Non-Conforming and Counterfeit Product

All product provided to Buyer shall consist of new materials and authentic products only. Buyer must be contacted in the event that Seller becomes aware of Non-Conforming or Counterfeit Product. Product will be considered Non-Conforming/Counterfeit if Purchase Order calls manufacturer name and required manufacture is not supplied. Any changes to Purchase Order requests not approved in writing may be considered Non-Conforming/Counterfeit.

If a Seller delivers Non-Conforming Goods or Services, Buyer may, at its option and Seller's expense: return the Goods for refund, require Seller to promptly correct or replace the Goods or Services; correct the non-conformance; or obtain conforming Goods or Services from another source.

7) Conflict Minerals

Buyer recognizes, in accordance with section 1502 of the Dodd-Frank Financial Reform Bill, the importance of preventing the use of conflict minerals, including tin, tantalum, tungsten, and gold, from the Democratic Republic of the Congo (DRC) and adjoining countries. Buyer refrains from sourcing any materials from any known conflict sources and expect our suppliers to adhere to the same standards.

Suppliers shall use proper diligence to ensure their supply chain is free of conflict materials and shall support with requests for supporting documentation.

8) Relationship of the Parties

This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association for tax purposes or otherwise, between Buyer and Seller. Buyer and Seller are, and at all times shall remain, independent contractors.

9) Corrective Action and Flow Down; Seller Rating

Buyer may require specific actions where timely and/or effective corrective actions to supplier issues are not achieved. These actions may include, but are not limited to, withholding of payment until issue is resolved; removal of the supplier for Buyers Approved Supplier List and legal actions.

Seller shall be AS9100, ISO9001 comparably compliant and adhere to all requirements for Seller to flow down all information to sub-tier suppliers.

10) Work Transfer

Supplier shall notify Buyer of Work Transfer (changes of sub-tier suppliers, manufacturing locations, internal manufacturing changes) prior to implementing the transfer. Seller shall substantiate that the Work Transfer shall not impact compliance of the part, and shall provide a First Article of the component for evaluation prior to delivery.

11) Modifications

No modification of this Purchase Order will be binding unless in writing and signed by the Buyer.

12) Buyers Property

All drawings, tools, jigs, dies, fixtures, materials and other property supplied or paid for by Buyer shall be, and remain, the property of Buyer. If Seller fails to return such property upon Buyer's demands, Buyer shall have the right, upon reasonable notice, to enter Seller's premises and remove any such property at any time without being liable for trespasses or damages of any sort.

13) Force Majeure

Neither party shall be responsible for delays or failure in performance resulting from acts beyond the reasonable control of such party. Such acts include, but are not limited to, acts of God; strikes; acts of war; epidemics; government regulations superimposed after the fact; fire; communication line failures; power failures; earthquakes; acts of terrorism; other disasters.

14) Warranties

Seller warrants that:

- (a) all goods, when delivered, will be merchantable and free of defects in workmanship and material; will comply strictly to the specifications, drawings, samples, or other description specified herein or furnished herewith; and will be fit for their ordinary intended purpose;
- (b) they have good title to the goods free from all encumbrances and that it will defend such title against demands of all persons arising from any event of condition occurring prior to delivery of the goods;

(c) they have all required authority and approvals to sell the goods to and perform the services for the Buyer. All warranties are applicable to the Buyer, the Buyer's customer, all persons to whom the goods may be resold and end-users.

15) Termination

Buyer may, by written Notice of Default to Seller, terminate this Agreement in whole or in part if the Seller fails to:

- (a) deliver the Goods or to perform the Services within the time specified in the Purchase Order or any extension;
- (b) make progress, so as to endanger performance of this Agreement;
- (c) perform any of the other provisions of this Agreement or of the Purchase Order.

16) Indemnity

Seller hereby releases and agrees to indemnify, defend and hold harmless the Buyer, its officers, directors, employees and agents against all losses, liabilities, damage, costs and expense arising out of or relating to any claims, causes of action lawsuits or other proceedings, regardless of legal theory, that result in whole or in part, from Seller's intentional misconduct, negligence or fraud.

Additionally, this indemnity applies to a breach of any representation warranty or covenant made herein, or products or services including, without limitation, any claims on such products or services, such as a United States patent, copyright, trademark, trade secret or any other proprietary right of any third party.

17) Governing Law

This agreement shall be construed and governed according to the Law of the State of Connecticut

- Federal Acquisition Regulation (FAR): Orders shall be subjected to the FARs listed below if the total order value exceeds the value listed below. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions – FAR 52.203-11 – \$100,000