



PURCHASE ORDER TERMS AND CONDITIONS

Acceptance by US Tower Corp. (UST) of the Purchase Order (PO) to which these terms and conditions are attached is conditioned upon the seller's agreement to these additional PO Terms and Conditions.

- 1. Order Acceptance:** This PO shall be deemed accepted by the seller without formal acknowledgment if it performs any work requested in the PO.
- 2. Contractual Direction and Changes:** Only UST's Authorizing Official (AO) has authority to approve or request changes in, or deviations from, any PO specification, such as but not limited to drawings, delivery dates, materials, and contract terms. All such changes must be reduced to writing and signed by the AO to be recognized.
- 3. Intellectual Property:** If seller and UST have executed a Non-Disclosure Agreement, it shall take priority over this clause. Otherwise, each party shall use prudent care to protect all information property (such as but not limited to drawings, documents, photos, specifications, other technical data, financial data, and customer data) owned by the other. Neither party shall reproduce, reverse engineer, or copy the other's information property or technology without the prior written consent of the other party. This does not apply to information demonstrably in the public domain or developed by the second party independently of any awareness of the first party's information. It may be disclosed in response to and order of a court agency of competent jurisdiction if the disclosing party is first notified and given a copy of the order. Neither this PO nor any activity related to it shall be an expressed or implied license to use the information beyond the requirements of the PO.
- 4. Export Control:** Seller shall immediately notify UST if any PO deliverable is known to have component parts restricted by any US export control laws or regulations. As and if applicable, seller shall comply with all applicable US export control laws and regulations such as but not limited to the Arms Export Control Act, 22 U.S.C. 2751-2794, the International Traffic in Arms Regulations (ITAR), 22 C.F.R. 120, the Export Administration Act, 50 U.S.C. app. 2401-2420, and Export Administration Regulations, 15 C.F.R 730-744. Seller shall not transfer any export-controlled item or information connected in any way with this PO to foreign persons employed or associated with, or under contract to, the seller or seller's lower-tier suppliers, without the proper authority of an export license, agreement, or application exemption or exception.
- 5. Title, Acceptance and Warranty:** Title to items purchased under this PO shall pass to UST only upon acceptance. Unless otherwise specified in the PO, acceptance shall be deemed to have taken place at UST's facility within 30 days of physical receipt of said items. Seller shall provide, without price adjustments, repairs to or replacement of non-conforming items and warrant accepted items against any defect which may appear for at least one year after acceptance.
- 6. Seller's Property:** Seller shall clearly mark and maintain any and all of its property physically at a UST facility. Seller shall assume risk of loss, destruction, or damage to such property while in UST's facility. As directed by the AO, UST shall deliver this property back to the seller (prepaid) when it is no longer needed to perform the PO.
- 7. Quality Control:** Seller has a quality inspection/control system in place and shall grant UST's employees / agents reasonable access to review procedures, practices, processes, and records to determine acceptability. Seller shall keep records of all inspections and inspection outcomes for a period of not less than five (5) years after UST accepts all items supplied under this PO.
- 8. Counterfeit Items:** Seller shall have a maintained system to ensure that counterfeit materials, components and assemblies are not delivered to UST. "Counterfeit" means items misrepresented as having been designed and/or produced under an approved system of and by an Original Component Manufacturer / Original Equipment Manufacturer (OCM/OEM). Seller shall only deliver to UST products composed of items traceable to an OCM or

OEM. Any request to the AO for an exception must be accompanied by records of evidentiary tests and inspections of proposed items to assure authenticity. Seller shall include this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in deliverables supplied to Buyer.

- 9. Delivery:** If seller anticipates any delay, it shall immediately notify UST in writing, identify what is being done doing to eliminate, minimize, or mitigate same, and provide a recovery schedule plan. Seller shall make reasonable efforts to avoid labor overtime and expedited shipping costs plan. Excusable delays shall include changes authorized by the AO and occurrences beyond the control of the seller such as but not limited to acts of God, criminals, government, fire, weather, or epidemic. All risk of loss or damage to deliverable items shall remain with the seller until delivery to a commercial common carrier or to UST's specified destination.
- 10. Invoice and Payment:** Each invoice to UST shall be identified by PO number and show the quantity and description of items shipped. It must also include the: (i) seller's name, address and point of contact, (ii) dates of shipment, receipt, and invoicing, (iii) PO line item reference, (iv) unit and extended price and (v) the method of shipment, including carrier and bill of lading or shipping tracking number. Payment shall be in accord with the PO; absent specific PO terms, UST will pay net 30 days after acceptance.
- 11. Termination for Convenience:** If UST terminates this PO in whole or part for its convenience seller shall immediately stop all work underway and prepare a termination statement asking UST to pay seller a percentage of the PO price reflecting the percentage of the work shown to have been actually performed prior to the date of termination. A reasonable restocking fee may be charged for any termination after work has been commenced and/or long lead time items have been irrevocably ordered. The seller shall continue without interruption any and all work not associated with the terminated work.
- 12. Rights & Remedies:** This PO shall be governed by and enforced under Kansas law, excluding choice of law rules, with exclusive jurisdiction in the District Court of Lincoln County, KS. The parties shall attempt to resolve disputes through negotiation and mutual agreement. Any dispute not resolved by such process must first be pursued via mediation with a mutually agreed third party prior to pursuit of a court action.

Buyer's authorized signature Date

Seller's authorized signature Date