

# Purchase Order Terms & Conditions

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The following terms and conditions shall be considered as The Armored Group's (hereafter TAG) offer to purchase from Seller the goods and/or services that are described on the face of this Order.

- 1. ACCEPTANCE AND TERMS AND CONDITIONS:** Seller accepts this Order and any amendments by signing the acceptance copy and returning it to TAG promptly. Even without such written acknowledgment, Seller's full or partial performance under this Order will constitute acceptance of these terms and conditions. These terms and conditions may be modified only by a written document signed by duly authorized representatives of TAG and Seller.
- 2. DEFAULT:** Time is of the essence of this Order. TAG may cancel this order in the event of Seller's default with written notice to Seller and terminate all or any part of this Order if Seller fails to perform within the time specified herein if Seller has failed to cure the default within five (5) days after receipt of notice from TAG specifying such failure. Seller will continue performance of this Order to the extent not terminated by TAG and will be liable to TAG for any excess costs in the event of termination due to Seller's default for the additional cost of such similar goods or services. If Seller for any reason anticipates difficulty in complying with the required delivery date, or in meeting any of the other requirements of this Order, Seller will promptly notify TAG in writing.
- 3. INSPECTION:** All goods and services will be subject to inspection and testing by TAG and its customer at all times and places prior to final acceptance. Final acceptance or rejection of the goods or services will be made as promptly as practical after delivery except as otherwise provided in this Order, but failure to inspect and accept or reject goods or services or failure to detect defects by inspection, will neither relieve Seller from responsibility for such goods or services as are not in accordance with this Order nor impose liabilities on TAG for them. TAG's payment for the goods shall not constitute its acceptance of the goods. Goods rejected and goods supplied in excess of quantities ordered may be returned to the Seller at Seller's expense.
- 4. WARRANTIES:** Seller represents and warrants that (a) all goods and services are free of any claim of any nature by any third person and that Seller will convey clear title to TAG, (b) all services are performed in a manner acceptable in the industry and in accordance with generally accepted standards, are free from all defects, are fit for the particular purposes for which they are acquired and are provided in strict accordance with the specifications or other requirements (including performance specifications) approved or adopted by TAG, and (c) all goods sold will be of merchantable quality, free from all defects in design, workmanship and materials, and fit for the particular purposes for which they are purchased and that the goods and services are provided in strict accordance with the specifications, samples, drawings, designs or other requirements (including performance specifications) approved or adopted by TAG. TAG's inspection, test, acceptance or use of the goods shall not affect Seller's obligations under these warranties. Seller shall replace or correct, at TAG's option and at Seller's cost, defects of any goods not conforming to these warranties and shall do so in accordance with paragraph 2 above.
- 5. INDEMNIFICATION:** Seller shall indemnify and hold TAG and its affiliates harmless and, upon request, shall defend each of them from and against any or all claims, demands, litigation or proceedings of whatever kind, whether based upon negligence, breach of express or implied warranty, strict liability or any other theory, and from and against all direct, indirect, special, exemplary, incidental or consequential damages of every kind whatsoever, arising out of, by reason of, or in any way connected with the goods and/or services, the design, manner of preparation, manufacture, construction, completion, or delivery or non-delivery of any goods and/or services by Seller, any breach by Seller of any of its obligations hereunder, or any other act, omission or negligence of Seller or any of Seller's employees, workers, servants, agents, subcontractors or suppliers. Seller shall, upon request, pay or reimburse TAG or any other party entitled to indemnification hereunder for all costs and expenses, including attorneys' fees, as incurred by TAG or such other party in connection with any such claim, demand, litigation, proceeding, loss or damage. TAG'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS ORDER IS LIMITED TO THE AMOUNT PAID BY TAG FOR THE GOODS AND/OR SERVICES. TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW.
- 6. TAG's PROPERTY:** Tangible or intangible property of any nature furnished to Seller by TAG or specifically paid for in whole or in part by TAG, and any replacements or attachments, are the property of TAG and, unless otherwise agreed in writing by TAG, will be used only by Seller solely to render services or provide goods to TAG. Seller will not substitute any property or take any action inconsistent with TAG's ownership of such property. While in Seller's custody or control such property will be held at Seller's risk, will be kept insured by Seller at its expense for its replacement cost with loss payable to TAG and will be subject to removal at TAG's written request, in which event Seller will prepare such property for shipment and redelivery to TAG in the same condition as originally received by Seller, reasonable wear and tear excepted, all at Seller's expense.
- 7. CHANGES:** At all times TAG will have the right to make changes to this Order, including changes to drawings, designs, configurations, specifications, quantities, methods of shipment or packing and delivery schedules or locations of delivery. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any work under this Order, an equitable adjustment will be made in the contract price or delivery schedule, or both, and this Order will be modified in writing accordingly. Nothing in this Section, including any disagreement with TAG as to any claimed adjustment, will excuse Seller from proceeding with this Order as changed. Any claim by the Seller for adjustment under this Section seven must be in a detailed writing and delivered to TAG within five (5) days after the date Seller receives notification of change. Any change will be authorized only by a duly executed amendment to this Order. Information, such as technical information or guidance provided to Seller by representatives of TAG, will not be construed as a change within the meaning of this Section. If Seller considers that the conduct of any of TAG's employees has constituted a change under this Order, Seller will immediately notify TAG's Purchasing Department in writing as to the nature of the change and any proposed adjustment, which will then be subject to this Section seven.
- 8. COMPLIANCE WITH LAWS:** Seller represents and warrants that it is in compliance with and all goods and/or services supplied hereunder have been produced or provided in compliance with the applicable provisions of all federal, state, or local laws or ordinances and all related lawful orders, rules and regulations. Seller will also comply with any provisions, representations or agreements, or contractual clauses required to be included or incorporated by reference or operation of law in any Order in connection with the manufacture, performance, completion or delivery of any good and/or service.
- 9. CONFIDENTIAL OR PROPRIETARY INFORMATION:** Notwithstanding any document marking to the contrary, any knowledge or information which the Seller will have disclosed or may later disclose to TAG, and which in any way relates to the goods or services covered by this Order will not, unless otherwise specifically agreed to in writing by TAG, be deemed to be confidential or proprietary information, and will be acquired by TAG, free

from any restrictions. Seller will keep confidential any technical, process, economic, or other information derived from drawings, specifications and other data furnished by TAG in connection with this Order (in whatever form or format) and will not divulge, export, or use, directly or indirectly, such information for the benefit of any other party without obtaining TAG's prior written consent.

**10. GOVERNMENT CONTRACTS:** If this Order bears a government contract number on the face of this Order, Seller shall comply with all pertinent provisions of said government contract and pertinent executive orders and directives to the extent that they apply to the subject matter of this Order and all such pertinent contract provisions, orders and directives are hereby incorporated by reference into this Order. A copy of the government contract's terms and conditions will be given to Seller upon request.

**11. MISCELLANEOUS:**

**(a) NON-ASSIGNMENT:** Assignment of this Order or any interest in it or any payment due or to become due under it, without the written consent of the TAG, will be void. An assignment will be deemed to include not only a transfer of this Order or such interest or payment to another party but also a change in control of Seller, whether by transfer of stock or assets, merger, consolidation, or otherwise.

**(b) FORCE MAJEURE:** TAG may delay delivery and/or acceptance occasioned by causes beyond its control.

**(c) REMEDIES:** Each of the rights and remedies reserved to TAG in this Order shall be cumulative and additional to any other remedies provided in law or equity. No delay or failure by TAG in the exercise of any right or remedy shall affect any such right or remedy and no action taken or omitted by TAG shall be deemed to be a waiver of any such right or remedy.

**(d) GOVERNING LAW:** The Order, and all transactions relating to it, will be interpreted under and governed by the laws of the State of Arizona in the United States of America without regard to its conflict of law principles. TAG and Seller agree that the proper venue for all actions arising in connection herewith will be deemed exclusively proper in state court in Maricopa County, Arizona or in the federal court located in Maricopa County, Arizona and the parties agree to submit to such jurisdiction and to waive any claim that such courts are an inconvenient forum. Further, the United Nations Convention on the International Sale of Goods (1980) (as amended from time to time) will not apply to the Order or any related transactions.

**(e) JURY TRIAL WAIVER:** The Seller and TAG hereby waive trial by jury in any action, proceeding, claim or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Order.

**(f) ENTIRE AGREEMENT:** This Order, with such documents as are expressly incorporated by reference, is intended by the parties as a final expression of their agreement with respect to such terms as are included in it, and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade will be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection.

**(g) WAIVER; MODIFICATION:** No claim or right arising out of a breach of this Order can be discharged in whole or in part by a waiver or renunciation of the claim or right unless supported by consideration and in a writing signed by the aggrieved party. The failure of TAG to enforce at any time or for any period of time any of the provisions hereof will not be construed to be a waiver of such provisions or of the right of TAG thereafter to enforce each and every such provision. This Order can be modified or rescinded only by a writing signed by both of the parties.

**(h) NOTICES:** All notices, consents, waivers and other communications required or permitted to be given pursuant to this Order, shall be in writing and shall be deemed to have been delivered either (i) on the delivery date, if personally delivered, or if delivered by confirmed facsimile or e-mail, (ii) one (1) business day after delivery to any national overnight courier directing delivery on the next business day, receipt requested, or (iii) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, with adequate postage affixed thereto. All notices to TAG shall be sent by e-mail to [purchasing@armoredcars.com](mailto:purchasing@armoredcars.com), or at such other address as either party may designate in writing to the other party.

**(i) SURVIVAL:** Seller's obligations under Sections 3, 4, 5, 6, 8, 9, and 11(c), (d), (e), (f), (g), (i) and (j) will survive any termination of this Order.

**(j) SEVERABILITY:** If any provision of this Order shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, this provision shall not affect any other provision or provisions contained in this Order.

**(k) PARAGRAPH TITLES:** The paragraph titles are solely for convenience of reference and shall not affect the meaning or construction of any provision of this Order.