

Atlantis Industries Corporation Terms and Conditions

1. ACCEPTANCE OF PURCHASE ORDER

ATLANTIS INDUSTRIES CORPORATION (BUYER) OFFERS TO PURCHASE THE MATERIALS OR SERVICES DESCRIBED HEREIN ONLY UPON THE TERMS AND CONDITIONS CONTAINED HEREIN. BUYER RESERVES THE RIGHT TO REVOKE THIS ORDER WITHOUT NOTICE. THIS ORDER SHALL BE DEEMED ACCEPTED AND SHALL BECOME A BINDING CONTRACT ON THE TERMS AND CONDITIONS CONTAINED HEREIN WHEN (A) SIGNED AND RETURNED TO VENDOR, OR (B) VENDOR ISSUES ITS ORAL OR WRITTEN ACKNOWLEDGMENT, OR (C) VENDOR COMMENCES PERFORMANCE, OR (D) VENDOR OTHERWISE ACCEPTS THIS ORDER. BY ACCEPTING THIS ORDER, VENDOR AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN, AND WAIVES ALL TERMS AND CONDITIONS CONTAINED IN ITS QUOTATION, ACKNOWLEDGMENT, INVOICE OR OTHER DOCUMENTS WHICH ARE DIFFERENT FROM OR ADDITIONAL TO THOSE CONTAINED HEREIN, AND ALL SUCH DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS SHALL BE NULL AND VOID.

2. SHIPPING INSTRUCTIONS

- (a) Vendor shall be responsible for ensuring the proper packaging of materials hereunder. No charges will be allowed for packing, crating, returnable containers, freight and/or any other services unless so specified in the Purchase Order. Damage to any materials resulting from improper packaging will be charged to Vendor.
- (b) Vendor shall at all times comply with Buyer's written shipping instructions.
- (c) Purchase Order number(s) must appear on all correspondence, shipping labels and shipping documents, including all packing slips, bills of lading, air bills and invoices.

3. PACKAGING/LABELING

The packing slip must contain at minimum the following information: (i) Buyer's part number; (ii) Buyer's Part Description; (iii) Buyer's Purchase Order, Purchase Order Line Number, and Purchase Order Amendment Number when applicable (iv) Outer box pack quantity; (v) Inner case pack quantity; and (vi) Vendor's name

4. RISK OF LOSS

Regardless of the method of shipment used, Vendor agrees to deliver all materials specified in this Purchase Order to the location specified on the Purchase Order at Vendor's own risk. Vendor shall bear the risk of loss, destruction or damage until the materials are accepted by Buyer.

5. DELIVERY-NOTICE OF DELAY

- (a) Failure to deliver in accordance with the delivery schedule under the Purchase Order, if not excused, shall be considered a material breach of the Purchase Order. Buyer reserves the right to refuse or return at Vendor's risk and expense shipments made in excess of Buyer's orders or in advance of required schedules, or to defer payment on advance deliveries until scheduled delivery dates.
- (b) Vendor shall notify Buyer in writing immediately of any actual or potential delay to the performance of this Purchase Order. Such notice shall include a proposed revised schedule, but such notice and proposal or Buyer's receipt of acceptance thereof shall not constitute a waiver of Buyer's rights and remedies hereunder.
- (c) If Vendor is unable to deliver as scheduled, Buyer may require delivery by fastest way and charges resulting from the premium transportation shall be fully prepaid and absorbed by the Vendor.
- (d) Buyer-required dates are "On-Dock" dates unless otherwise specified in the Purchase Order. Therefore, materials shall be shipped to arrive on that date, via standard shipping methods. If the Vendor does not meet Buyer's required delivery date, Vendor shall ship by next day, at its expense, until on-time delivery is achieved.

6. TERMINATION FOR CONVENIENCE

- (a) Buyer may, by notice in writing, terminate this Purchase Order or work under this Purchase Order for convenience and without cause, in whole or in part, at any time, and such termination shall not constitute default. In the event of partial termination, Vendor is not excused from performance of the non-terminated balance of materials to be provided or services to be performed under the Purchase Order.
- (b) In the event of termination for convenience by Buyer, Vendor shall be reimbursed for actual, reasonable, substantiated and allowable costs, plus a reasonable profit, for materials provided or services performed to date of termination. Buyer may take possession of all materials so provided upon written notice of termination to Vendor.
- (c) Vendor's obligations, including but not limited to obligations under the Proprietary Rights, Buyer's Property, Warranty, Indemnity and Infringement sections of this Purchase Order, shall survive such termination.

7. TERMINATION FOR DEFAULT

(a) Buyer may by notice in writing of default to Vendor, terminate this Purchase Order in whole or in part at any time (i) if Vendor fails to perform within the time specified herein or any extension thereof; or (ii) if Vendor fails to perform any of the other provisions of this Purchase Order, or so fails to make progress as to endanger performance of this Purchase Order in accordance with its terms, and authorize in writing after receipt of notice from Buyer specifying such failure. Upon termination, Buyer may procure, as it deems appropriate, materials or services similar to those that were to be provided under the Purchase Order and Vendor shall be liable to Buyer for any excess costs for such similar materials or services. As an alternate remedy, and in lieu of termination for default as described above, Buyer, at its sole discretion, may elect to extend the delivery schedule and/or to waive other deficiencies in Vendor's performance, in which case an equitable reduction in the Purchase Order price and the amount of Buyer's damages shall be negotiated. The rights and remedies of the Buyer provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

(b) Vendor's obligations, including but not limited to obligations under the Proprietary Rights, Buyer's Property, Warranty, Indemnity and Infringement sections of this Purchase Order, shall survive such termination.

8. FORCE MAJEURE

Neither Buyer nor Vendor shall be deemed to have breached this Agreement as a result of delays in performance where such delays result from occurrences that are beyond the control, and without the fault, of the party seeking excuse hereunder. Neither party shall be liable for delays caused by the other party. Any party seeking excuse shall notify the other party in writing of the cause of the delay within ten (10) days of its delay, and take all reasonable steps to mitigate the effect of such delay on the other party. The time of any affected performance provided hereunder shall be extended by a period of time equal to the length of any such excused delay, or, at the election of Buyer, Buyer may terminate for convenience its requirements with respect to all or part of the Purchase Order. Buyer's obligation to make any payments hereunder shall be suspended for the duration of any excused delay hereunder. Notwithstanding the above, in the event of an excused delay in Vendor's performance beyond thirty (30) days from the date the delay begins, Buyer has the right to terminate this Agreement, and such termination shall be treated as a termination for convenience.

9. PROPRIETARY RIGHTS

(a) Vendor shall keep confidential any technical, process or economic information derived from or contained in any drawings, specifications, software or other data ("Confidential Information") furnished by Buyer and shall not divulge, export or use, directly or indirectly, any such Confidential Information without obtaining Buyer's express prior written consent.

(b) Unless otherwise expressly agreed in writing to the contrary, all Confidential Information supplied to Buyer by Vendor shall be disclosed to Buyer on a non-proprietary basis and may be used and/or disclosed by Buyer without restrictions, unless (i) otherwise required by the U.S. Government Regulations referred to below, or (ii) the Buyer has executed a separate agreement restricting the use and disclosure of such Confidential Information.

(c) Unless otherwise expressly agreed in writing to the contrary and subject to Section 9 (d) below, all Confidential Information which is (i) supplied to Vendor by Buyer, or (ii) obtained or developed by Vendor in the performance of this Purchase Order or (iii) paid for by Buyer shall be proprietary to Buyer, shall be used only for purposes of providing materials or services to Buyer pursuant to this Purchase Order, and shall not be disclosed to any third party without Buyer's express prior written consent. All such Confidential Information shall be promptly returned or provided to Buyer on request.

(d) Unless otherwise expressly agreed in writing to the contrary, any invention or intellectual property first made or conceived by Vendor in performance of this Purchase Order that was derived from or based on the use of information supplied by Buyer shall be considered to be the property of Buyer, and Vendor shall execute such documents necessary to perfect Buyer's title thereto.

10. WARRANTY

(a) Vendor warrants that all materials and services sold hereunder or pursuant hereto shall be free of any claim of any nature by any third party and that Vendor shall convey clear title thereto to Buyer.

(b) Vendor warrants and represents that all materials sold hereunder or pursuant hereto shall be of manufacturable quality, free from all defects in design, workmanship and materials, and shall be fit for the particular purposes for which they are intended and that the materials are provided in strict accordance with the specifications, samples, drawings, designs or other requirements (including performance specifications) approved or adopted by Buyer. All warranties under this Purchase Order shall be for the benefit of the Buyer, its successors, assigns, customers and the ultimate users of the materials and services covered under this Purchase Order.

(c) Vendor must notify Buyer of any change in manufacturing conditions, methods, formulation, or substitution in writing as soon as the change occurs. Vendor must also supply (upon request) data and testing results of such changes at the Vendor's costs. If material is deemed unacceptable, the material must be scrapped or returned to the Vendor at the Vendor's expense.

(d) Any attempt by Vendor to limit, disclaim, or restrict any such warranties of Buyer, by acknowledgment or otherwise, in accepting or performing this Purchase Order, shall be null, void and ineffective without Buyer's express prior written consent.

11. INSPECTION

(a) All materials and workmanship provided hereunder shall be subject to inspection and test at all reasonable times and places by the Buyer, or Buyer's customers (collectively, the "Customers") before, during and after performance and delivery.

(b) If any inspection or test is made on the premises of Vendor or any of its suppliers, Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and tests on the premises of Vendor or its suppliers shall be performed in such a manner as not to unduly delay the work.

(c) Final acceptance or rejection of the materials shall be made as promptly as practical after arrival at Buyer's facility except as otherwise provided in this Purchase Order, but failure to inspect and accept or reject materials or failure to detect defects by inspection, shall neither relieve Vendor from responsibility for such materials nor impose liabilities on Buyer.

(d) Vendor shall provide and maintain an inspection and process control system acceptable to Buyer and Buyer's customers covering the materials provided hereunder. Records of all inspection work by Vendor shall be kept complete and available to Buyer and the Customers during the performance of this Purchase Order and for such longer periods as may be specified in this Purchase Order.

12. REJECTIONS

(a) If any of the materials ordered hereunder are found at any time to be defective in material or workmanship, or otherwise not in strict conformity with the requirements of this Purchase Order, including any applicable drawings and specifications, Buyer, in addition to such other rights, remedies and choices as it may have by contract or by law, at its option and sole discretion, may (i) reject and return such materials at Vendor's expense; or (ii) require Vendor to inspect the materials and remove and replace nonconforming materials with materials that conform to this Purchase Order.

(b) Cost of repair, rework, replacement, inspection, transportation, repackaging, and/or re-inspection shall be at Vendor's expense.

(c) Buyer shall request a Return Material Authorization (RMA) for all materials rejected and to be returned pursuant to this section. In the event that the Vendor does not provide an RMA within 24 hours of Buyer's request for an RMA, the Buyer has the option of returning the materials without an RMA.

13. CHANGES

(a) Buyer shall have the right by written order to suspend work, to make changes from time to time in the services to be rendered or the materials to be furnished by Vendor hereunder or to change the delivery date. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any work under this Purchase Order, an equitable adjustment shall be negotiated promptly and the Purchase Order shall be modified in writing accordingly. Any claim by the Vendor for adjustment under this section must be asserted within thirty (30) days from the date of receipt by the Vendor of the notification of change; provided, however, that the Buyer, if it so chooses, may receive and act upon any such claim asserted at any time prior to final payment hereunder.

(b) Information, advice, or instructions given by Buyer's technical personnel or other representatives shall be deemed expressions of personal opinion only, and shall not affect Buyer's and Vendor's rights and obligations hereunder, unless set forth in a writing that is signed by Buyer's purchasing representative and that states that it constitutes an amendment or change to this Purchase Order.

14. TAXES

Unless this Purchase Order specifies otherwise, the price of this Purchase Order includes, and Vendor is liable for and shall pay, all taxes, impositions and charges imposed on or measured by this Purchase Order except for applicable sales and use taxes that are separately stated on Vendor's invoice. Prices shall not include any taxes, impositions, charges or exactions for which Buyer has furnished a valid exemption certificate or other evidence of exemption. To the extent that Buyer is required to do so under applicable United States law or tax regulations, Buyer may deduct from any payments due to Vendor pursuant to this Purchase Order such taxes as Buyer is required to withhold from such payments and pay such taxes to the relevant tax authorities; provided, however, that Buyer provides Vendor with relevant tax receipts or other suitable documentation evidencing the payment of such taxes promptly after such taxes are paid.

15. ASSIGNMENT

(a) Vendor may not assign any rights or delegate any of its obligations that are due or that become due under this Purchase Order without the prior written consent of Buyer. Any assignment or delegation by Vendor without such consent shall be void.

(b) Vendor shall promptly notify the Buyer in writing in advance of any organizational changes planned by Vendor, including name or ownership changes, mergers or acquisitions.

16. SET-OFF

Buyer shall be entitled at all times to set off any amount owing at any time from Vendor to Buyer or any of its affiliated companies against any amount payable at any time by Buyer.

17. COMPLIANCE WITH LAWS

(a) Vendor warrants that the materials to be furnished and the services to be rendered under this Purchase Order shall be manufactured, sold, used and rendered in compliance with all federal, state and local laws, orders, rules, ordinances and regulations and in compliance with applicable international prohibitions on child labor.

(b) Vendor warrants that all materials delivered under this Purchase Order are in conformance with the latest Occupational Safety and Health Act (OSHA) requirements and shall provide all required Buyer Material Safety Datasheets.

(c) The Vendor warrants that in the performance of this Purchase Order, it will comply with all applicable U.S. Department of Transportation regulations on hazardous materials and any other pertinent federal, state, or local statutes, laws, rules or regulations; and Vendor shall hold Buyer harmless from any loss, damage, fine, penalty, or expense whatsoever that Buyer may suffer as a result of Vendor's failure to comply with this warranty.

(d) Vendor warrants that 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 the Anti-Kickback Act of 1986.
(e) In accepting this Purchase Order, Vendor represents that the materials to be furnished hereunder were or will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, including Section 12(a).

18. INDEMNITY

(a) Vendor shall be responsible for the actions and failure to act of all parties retained by, through, or under Vendor in connection with the performance of this Purchase Order. Vendor shall also maintain and cause its subcontractors to maintain such General Liability, Property Damage, Employers Liability, and Workers' Compensation Insurance, Professional Errors and Omissions Insurance, and Motor Vehicle Liability (Personal Injury and Property Damage) Insurance as are specified in this Purchase Order or, if none are specified, such amount as will protect Vendor (and its subcontractors) and Buyer from said risks and from any claims under any applicable Workers' Compensation, Occupational Disease, and OSHA statutes.

(b) Vendor shall, without limitation, indemnify and save Buyer and its customers, and their respective officers, directors, employees and agents harmless from and against (i) all claims (including claims under Workers' Compensation or Occupational Disease laws) and resulting costs, expenses and liability, which arise from personal injury, death, or property loss or damage attributed to, or caused by, the materials or services supplied by Vendor pursuant to this Purchase Order, and (ii) all claims (including resulting costs, expenses and liability) by the employees of Vendor or the employees of any of Vendor's subcontractors.

19. INSOLVENCY

If Vendor ceases to conduct its operations in the normal course of business, including inability to meet its obligations as they mature, or if any proceeding under the bankruptcy or insolvency laws is brought by or against Vendor, or a receiver for Vendor is appointed or applied for, or an assignment for the benefit of creditors is made by the Vendor, Buyer may terminate this Purchase Order without liability, except for liability for deliveries previously made or for materials covered by this Purchase Order that are completed at termination and subsequently delivered in accordance with the terms of this Purchase Order.

20. WAIVER

No claim or right arising out of a breach of this Purchase Order can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. The failure of Buyer to enforce at any time or, for any period of time, any of the provisions hereof shall not be construed to be a waiver of such provisions, nor the right of Buyer thereafter to enforce each and every such provision.

21. INFRINGEMENT

Vendor warrants that all materials and parts thereof provided by Vendor pursuant to this Purchase Order, which are not of Buyer's design, shall be free from claims of infringement (including misappropriation) of third party intellectual property rights, and that any use or sale of such materials by Buyer or any of Buyer's customers shall be free from any claims of infringement. Vendor shall indemnify and save Buyer, and its customers harmless from any and all expenses, liability, and losses of any kind (including all costs, expenses and attorney's fees) arising out of claims, suits, or actions alleging such infringement, which claims, suits or actions Vendor, hereby, agrees to defend, at Vendor's expense, if requested to do so by Buyer. Vendor may replace or modify infringing materials with comparable materials acceptable to Buyer of substantially the same form, fit and function so as to remove the source of infringement, and Vendor's obligations under this Purchase Order shall apply to the replacement and modified materials.

22. EXTRA CHARGES

No extra charges of any kind shall be allowed without the express, prior written consent of Buyer.

23. TRANSPORTATION

(a) Unless otherwise stipulated on this Purchase Order, materials covered by this Purchase Order shall be shipped "F.O.B. Origin."
(b) The mode of transportation shall be specified by Buyer. No charges for unauthorized transportation shall be allowed. Any unauthorized shipment which shall result in excess transportation charges, must be fully prepaid by the Vendor.

24. RELEASE OF INFORMATION

Vendor shall not publish, distribute, or use any information developed under or about the existence of this Purchase Order, or use the Buyer's Company name, logo, trademark, for the purpose of advertising, making a news release, creating a business reference, creating a website, or for products or service endorsement without express prior written approval of Buyer.

25. PRICE/TERMS OF PAYMENT

Shipment of this Purchase Order shall not be made at prices higher than shown hereon. If prices are not specified, shipment shall be made at prices prevailing at date of shipment or date of Purchase Order, whichever is lower. Vendor shall make no charge for packing, crating, cartage or storage unless specifically authorized herein. Vendor shall send Buyer an invoice after Vendor ships materials or

supplies services. Payment shall be made in U.S. Dollars for such products and/or services within agreed terms, in writing, after receipt of the invoice, by check or wire transfer to an account as specified by the Vendor or as otherwise directed by Vendor. All prices are net of all taxes, duties and other governmental charges. No extra charges of any kind including interest, service, or carrying charges will be allowed unless specifically agreed to by Buyer in writing.

26. GOVERNING LAW

The rights and obligations of the parties hereunder shall be governed by, and this Purchase Order shall be interpreted in accordance with, the laws of the State of Maryland, without regard to any conflicts of laws principles that might otherwise dictate application of the law of any other jurisdiction. The exclusive forum for adjudication of any disputes between you and us shall be the federal or state courts of the State of Delaware, and both parties hereby consent to personal jurisdiction and venue in such courts in any such proceeding. The Buyer hereby expressly objects to any provision of any acknowledgement or similar document of the Vendor that would purport to require disputes to be resolved through arbitration.

27. GOVERNMENT CONTRACTING REQUIREMENTS

This purchase order, contract and/or subcontract incorporates by reference and is subject to the following regulations of the OFCCP, Department of Labor: 41 C.F.R. 60-1.4 (race, color, religion, sex and national origin); 41 C.F.R. 60-250.5 and/or 300.5 (veterans); 41 C.F.R. 60-741.5 (disability) and 29 C.F.R. Part 471. Notification of Employee Rights Under Federal Labor Laws pursuant to Executive Order 13496.

Pursuant to Executive Order 13496, the entire employee notice provision found in 29 CFR Part 471 must be conspicuously posted in plants and offices where employees covered by the NLRA perform contract-related activity, including all places where notices to employees are customarily posted. If a significant portion of a contractor's workforce is not proficient in English, the notice must be provided in the language employees speak. Contractors and subcontractors who post notices to employees electronically must also post the required notice electronically via a link to the OLMS website. When posting electronically, the link to the notice must be placed where the contractor customarily places other electronic notices to employees about their jobs. The link can be no less prominent than other employee notices. Electronic posting cannot be used as a substitute for physical posting.

28. ENTIRE AGREEMENT

This Purchase Order, with such documents as are expressly incorporated by reference, is intended by the parties as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties, no usage of the trade, no prior or contemporaneous agreement, representation or understanding, oral or written, shall be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge and opportunity for objection.