



Tiger Controls Inc.
7615 Business Park Dr.
Greensboro NC 27409

Standard Terms and Agreement

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NORTH CAROLINA
SOUTH CAROLINA



VIRGINIA



MICHIGAN



FLORIDA



Tiger Controls Purchase Order Terms and Conditions

1. **Definitions.** The term “Buyer” shall refer to Tiger Controls, Inc. The term “Seller” shall refer to the vendor designated on the face hereof and shall also include its subcontractors, independent contractors and all other classes of persons performing any type of work under this Order. The terms good(s)” and “services” shall refer to the materials, supplies, items, equipment, work and/or services covered by this Order.

2. **DOCUMENT MARKING AND USE** Seller agrees that, except as may otherwise be agreed in writing or as otherwise authorized by Seller, any document(s) furnished to Buyer in connection with this order shall be free from confidential, proprietary or restrictive use marking, other than statutory patent, copyright or U.S. Government security notices. Buyer, its agents or assigns, may duplicate or use such document(s) in connection with further manufacture, use or disposition of the material furnished under this order and may remove, obliterate or ignore any marking on such document not authorized by this clause.

3. **PROPRIETARY INFORMATION, DUPLICATION AND DISCLOSURE** Seller agrees that proprietary information disclosed by Buyer to Seller for the purpose of this purchase order and identified as proprietary shall be held in confidence and used only in performance of this purchase order, provided that when the U.S. Government has an independent right to use such information, Seller may use such information for U.S. Government purposes to the extent of such right. If Seller desires to employ Buyer’s proprietary information for uses other than those specifically allowed hereunder, Buyer agrees to negotiate with Seller in an effort to formulate a mutually satisfactory licensing agreement. No item furnished under this purchase order, or tools, plans, designs or specifications for producing the same that have been specifically designed for or by Buyer shall be duplicated or furnished to others without prior written consent of Buyer. If the U.S. Government has the independent right to use such tools, plans, designs and specifications, Seller may use them to produce such articles for direct sale to the U.S. Government. Seller agrees that it will not publicize this purchase order or any of Seller’s performance hereunder, disclose any details in connection with said performance of third parties, or use Buyer’s name in connection with Seller’s publicity without prior written approval from Buyer.

4. **SPECIAL PROVISIONS FOR U.S. GOVERNMENT WORK** If this order involves U.S. Government work (see prime contract number on face of order) the following provisions shall apply:
- a. In the manufacture of items to be supplied hereunder Seller shall use jigs, fixtures and/or other devices or appliances in all processes where such use is conducive to interchangeability for uniformity of the product, of such character as will reduce the need for selective assembly, and wherever Buyer determines that such devices or appliances are incorrect, worn, damaged or defective to such an extent as to adversely affect basic interchangeability of the item manufactured.
 - b. Seller shall promptly report to Buyer each accident or incident that results in damage or injury with significant implications involving an aircraft, missile, space vehicle or major component thereof.
 - c. If the items purchased hereby are certified for national defense use by DMS Reg. 1, then Seller shall follow the provision of DMS Reg. 1 and all other applicable regulations and order of BDSA in obtaining controlled materials and other products and material needed to fill this order.
 - d. Seller will deliver a copy of this purchase order to any authorized U.S. Government representative upon request.
5. **INSOLVENCY** Buyer may cancel the contract in the event of any of the following:
- a. insolvency of Seller,
 - b. filing of a voluntary petition in bankruptcy
 - c. filing of an involuntary petition against the Seller
 - d. appointment of a receiver of trustee for the Seller
 - e. execution by Seller of any assignment for the benefit of those creditors.
6. **FAIR LABOR STANDARDS ACT** Seller agrees to comply with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of all regulations and orders of the U.S. Department of Labor issued under Section 14 thereof. All invoices must carry the following certificate in order to be passed for payment:
- “Seller hereby certifies that these goods were produced in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the U.S. Department of Labor issued under Section 14 thereof.”

7. **INSPECTION** All material and workmanship entering into the performance of this order may be inspected and treated at all times and places, either before, during or after manufacture by inspectors designated by Buyer, the Buyer's Customer inspectors or by Government inspectors. Such inspection does not relieve Seller of its obligation to meet specifications and must be authorized or imposed by the Buyer's purchasing department. Buyer shall have the right to reject any items not in conformity with requirements of the order or require that corrections be made. If Buyer rejects goods or if Seller, when requested to make changes, fails to do so, Buyer may terminate or replace the goods; in either case, the Buyer may charge the Seller with the cost or damages occasioned thereby. Buyer reserves the right to withhold payment until receipt and acceptance of goods, provided that acceptance or rejection shall be made in a reasonable time after receipt of goods purchased. Seller will furnish reasonable facilities and assistance for testing on its premises at its own expense. During performance of this order, Seller's Quality Control or Inspection System and Manufacturing Processes may be subject to review, verification and analysis. Government inspection or release of product prior to shipment is not required unless Seller is otherwise notified.
8. **DISPUTES** Disputes shall be subject to the laws of the North Carolina. If this order is issued pursuant to a Government contract and should Seller wish to protest a unilateral decision of the Government Contracting Officer, Buyer will present said claim at Seller's expense, if Buyer has such right in the prime contract or order that this purchase order is issued pursuant thereto. Seller's rights shall not extend beyond Buyer's rights as set forth in the prime contract clause entitled "Disputes", under no circumstances shall Seller have the contractual right under this order to submit a claim directly to the Government Contracting Officer.

9. EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROVISIONS

The following provisions are hereby incorporated by reference: Executive Order 11246, as amended - Section 503 of the Rehabilitation Act of 1973, as amended and 38 USC 4212, Vietnam Era Veterans Readjustment Act of 1974, as amended.

Contractor and Subcontractor Listing Requirement

- a. As provided by 41 CFR 60 250, the Seller agrees that all employment openings of the Seller that exist at the time of the execution of this order and those that occur during the performance of this contract, including those not generated by the contract and including those occurring at an establishment of the Seller other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall, to the maximum extent feasible, be offered for listing at an appropriate local office of the State employment service system wherein the opening occurs and to provide such periodic reports to such local office regarding employment openings and hires as many as may be required provided that this provision shall not apply to openings that the Seller fills from within the Seller's organization or are filled pursuant to a customary and traditional employer-union hiring arrangement and that the listing of employment openings shall involve only the normal obligations that attach to the placing of job orders.
- b. The Seller agrees further to place the above provision in any subcontract directly under this Order.

10. **Acceptance.** This Order must be accepted in writing by Seller communicated to Buyer by facsimile, email, or through US Mail. If for any reason Seller should fail to accept in writing, any conduct by Seller, which recognizes the existence of a contract pertaining to the subject matter hereof, shall constitute an acceptance by Seller of this Order and all of its terms and conditions. Any terms proposed in Seller's acceptance of Buyer's offer, which add to, vary from, or conflict with the terms herein are hereby objected to. If this Order has been issued by Buyer in response to an offer and if any of the terms herein are additional to or different from any terms of such offer, then the issuance of this Order by Buyer shall constitute an acceptance of such offer subject to the express conditions that Seller assent to such additional and different terms herein, and Seller shall be deemed to have so assented unless Seller notifies Buyer to the contrary in writing within 10 days of receipt of this Order.

11. **Entire Agreement.** This Order, together with any specifications, schedules, exhibits or amendments which may be referred to herein or attached hereto by Buyer, sets forth the complete and final agreement between the parties, and supersedes any and all prior or contemporaneous oral or written communications relating to its subject matter. Any reference to any proposal, quotation or other communication by Seller shall, unless indicated to the contrary herein, be deemed to be limited to the description of the goods or services and to be limited by the terms set forth or incorporated by reference herein. No change, modification, or revision of this Order shall be effective unless in writing and signed by authorized representatives of Buyer and Seller.

12. **Prices.** Seller agrees that the price(s) set forth on the face of this Order is firm, and are not subject to increase. The acceptance of this Order constitutes a warranty that the price(s) to be charged for goods or services ordered do not exceed the unit prices charged by Seller to the U.S. Government or other Customer in substantially similar transactions and are not in excess of the Manufacturer's "List" prices for the same or like goods and services in equal or less quantities.

13. **Taxes.** Buyer holds tax exempt certificates in all states where Buyer has established place of business. No taxes are to be charged by Seller.

14. **Invoices and Payment.** Invoices shall be submitted in duplicate and shall contain the following information: Purchase Order number, item number, description of goods and services, sizes, quantities, unit prices, and extended totals in addition to any other information specified elsewhere herein. Payment of an invoice shall not constitute acceptance of goods or services and shall be subject to adjustment for errors, shortages, defects in the goods or services, or other failure of Seller to meet the requirements of the Order. Payment due dates, including discount periods, will be computed from the date of receipt of all goods and services or date of receipt of correct invoice, whichever is later. Buyer may at any time set off any amount owed by Buyer to Seller against any amount owed by Seller to Buyer or any of its affiliated companies. Payment for invoices will be issued at the first normal pay cycle following the payment due date of the invoice.

15. **Packing.** All goods shall be prepared and packed in a commercially reasonable manner suitable for the goods shipped and so as to secure the lowest transportation rates. Seller shall mark all containers with necessary lifting, handling, and shipping information and also purchase order numbers and date of shipment. An itemized packaging list must accompany each shipment and the purchase order number shall be placed on each packing list. No charge shall be made by Seller for storage unless otherwise stated herein. No charge will be allowed for boxing, packing, or crating unless agreed upon in writing in advance and included on the Buyer's purchase order. Original bill of lading or other shipping receipt for each shipment shall be promptly forwarded by Seller according to instructions issued by Buyer. All freight shipments must be shipped freight collect according to the Tiger Controls routing guide.
16. **Delivery.** TIME IS OF THE ESSENCE OF THIS ORDER and deliveries must be received on the dates and at the destination(s) set forth on the face hereof. If delivery is not completed within the time(s) specified, Buyer reserves the right, without liability, in addition to its other rights and remedies, to cancel the entire Order or that part of the Order not delivered, or to extend the time of delivery or payment. If timely delivery is endangered by Seller, Buyer shall have the right to direct Seller to make shipment by the most expeditious means and the total cost of such expedited shipment and handling shall be borne by Seller. No partial or complete delivery shall be made hereunder prior to the date or dates shown unless Buyer has given prior written consent.
17. **VARIATION IN QUANTITY** Variations in quantity are not allowed unless specifically approved in writing by the Buyer's Purchasing department pursuant to the clause of his order entitled "CHANGES". Over-shipments will be held at Seller's risk and expense for a reasonable time while Buyer awaits shipping instructions from Seller.
- 18. Freight; Title and Risk of Loss.**
- a. Unless otherwise specifically provided on the face of this Order, the goods shall be delivered on a Delivered Duty Paid (DDP) basis, as defined in the International Chamber of Commerce's Incoterms 2000, to Buyer's destination specified on the face of this Order. Any freight charges invoiced to Buyer, either by Seller or the carrier, will be charged back to and paid by Seller. If the face of this Order designates an FOB, ExWorks, or FCA Incoterm, Buyer will be responsible for freight charges from seller's US port to the destination on the face hereof only if freighted by the method specified on the face of this order. Any costs incurred by Buyer as a result of Seller's failure to comply with Buyer's routing instructions shall be borne by Seller.
 - b. Notwithstanding any prior inspections, and irrespective of the Incoterm point named herein, Seller shall bear all risks of loss, damage and destruction to the goods until final acceptance by Buyer at the destination specified on the face of this Order. Further, Seller shall bear the same risks with respect to any goods rejected by Buyer or as to which Buyer has revoked its acceptance, from the time of such rejection or revocation. Title to and risk of loss of the goods shall pass to Buyer upon final acceptance.

19. Inspection.

- a. Notwithstanding any prior inspections or payments hereunder, all goods and services shall be subject to final inspection and acceptance at Buyer's plant within a reasonable time (but not less than 90 days) after receipt at destination.
- b. If any goods or services delivered do not meet the requirements of this Order, Buyer shall have the right to reject such goods or services. Buyer may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If Buyer elects to accept nonconforming goods or services, Buyer, in addition to its other remedies, shall be entitled to an appropriate reduction in price. Payment of any good or service shall not be deemed an acceptance thereof.

20. Warranty.

- a. In addition to Seller's standard warranties with respect thereto, Seller warrants to Buyer and its Customers that:
- b. all items delivered and all services rendered hereunder will conform with the requirements hereof including all drawings and specifications incorporated herein and samples furnished by Seller
- c. will be free from defects in workmanship, material, manufacture, and design (where design is Seller's responsibility)
- d. perform as specified herein or otherwise represented by Seller (even if such representations do not appear on the face hereof, notwithstanding the provisions of Paragraph 3 hereof;
- e. be merchantable and fit and sufficient for the use intended by Buyer
- f. be free and clear of any lien or other adverse claim against title
- g. The foregoing warranties are in addition to all other warranties, expressed or implied, and shall survive any delivery, inspection, acceptance, and payment by Buyer. In addition to other remedies that may be available by law or in equity, Buyer may, at its option, return any nonconforming or defective items to Seller or require correction or replacement at the location of the item at the time the defect is discovered – all at Seller's risk and expense. Seller shall repay such portion of the contract price or such additional amount as is equitable under the circumstances. Acceptance of items by Buyer therefore shall not relieve Seller of its responsibilities hereunder.
- h. Seller's understands and affirms to Buyer that items on this Order are to be resold to Buyer's customer and warranty time shall commence at the time the item are removed from customer's stores and put into service and shall remain in effect for a period of time as set forth on the face of this Order. If no such period is stated, the warranty shall be effective for a period of one (1) year from the date the item are removed from Buyer's customer's stores and put into service.
- i. If any goods or services furnished hereunder do not meet the warranties specified herein, Buyer may, at its option: i) require Seller to correct, at no cost to Buyer, any defective or nonconforming goods or services by repair or replacement; or ii) return such defective or nonconforming goods at Seller's expense to Seller and recover from Seller the Order price thereof; or iii) correct the defective or nonconforming goods or services itself and charge Seller with the cost of such correction. The foregoing remedies are in addition to all other remedies at law or in equity or under this Order and shall not be deemed to be exclusive

21. **CHANGES** By written order, Buyer may, from time to time, order work suspension or make changes in quantities, drawings, designs, specifications, place of delivery, delivery schedules, methods of shipment, packaging, property and services of Seller. If any such change causes an increase or decrease in the price of this purchase order or in the time required for its performance, Seller shall promptly notify Buyer thereof and assert its claim for adjustment within 10 days after the change is ordered and in all cases before delivery of order, and an equitable adjustment shall be made. Nothing in this clause shall excuse Seller from proceeding immediately with the purchase order as changed. Whether made pursuant to this clause or by mutual agreement, changes shall not be binding upon Buyer except when confirmed in writing by a member of Buyer's Purchasing Department. The issuance of information, advice, approvals or instructions by Buyer's technical personnel or other representatives shall be deemed expressions of personal opinion and shall not affect Buyer's and Seller's rights and obligations hereunder unless the same is in writing that is signed by a member of Buyer's Purchasing Department and expressly states that it constitutes an amendment to this purchase order.

22. Termination for Convenience.

- a. Buyer may terminate this Order, for convenience, in whole or in part, at any time by written or electronic notice. Upon any such termination Seller shall, to the extent specified by Buyer, stop all work on this Order, and cause its suppliers or subcontractors to stop work. Charges for any such termination of this Order shall be limited to actual non-recoverable costs incurred by Seller which Seller can demonstrate were properly incurred prior to the date of termination. In no event will Buyer reimburse Seller for goods, inventory or services in excess of those required to meet Buyer's delivery schedule for binding forecasts.
- b. Within (30) thirty days from such termination Seller may submit to Buyer its written claim for termination charges, in the form and with the certifications prescribed by Buyer. Failure to submit such claim within such time shall constitute a waiver of all claims and a release of all Buyer's liability arising out of such termination.
- c. Buyer shall pay Seller the amount due for goods and services delivered prior to termination and in addition thereto, but without duplication, shall pay the following amounts: i) The contract price for all goods and services completed in accordance with this Order and not previously paid for; ii) the cost of unique work in process no more than necessary to meet delivery schedules hereunder; iii) the costs of paying claims to Seller's vendors for work directly allocable to the goods or services terminated. There shall be no charges for terminating this Order with respect to standard goods for which there are alternate customers. Buyer shall not be responsible for any commitments made by Seller in advance of those necessary to comply with the schedules set forth in this Order. Payments made under this subparagraph shall not exceed the aggregate price specified in this Order, less payments otherwise made or to be made. Upon payment of Seller's claim, Buyer shall be entitled to all goods, materials and work in process paid for.
- d. IN NO EVENT SHALL SELLER BE ENTITLED TO NOR SHALL BUYER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OF PREPARING CLAIMS, COSTS OF TOOLING OR EQUIPMENT, OR ANY OTHER EXPENSES OR DAMAGES ARISING OUT OF THIS ORDER OR WITH RESPECT TO THE TERMINATED GOODS OR SERVICES.

23. Termination for Default

- a. Buyer may, by written or electronic notice, terminate this Order, in whole or in part, if Seller: i) fails to make delivery of the goods or perform the services within the time specified herein; or ii) fails to replace or correct defective goods or services in accordance with the provisions of those Paragraphs hereof entitled “Warranty” and “Inspection”; or iii) fails to perform any of the other provisions of this Order or so fails to make progress as to endanger performance in accordance with its terms; or iv) becomes insolvent, files or has filed against it a petition in bankruptcy, or makes an assignment for the benefit of creditors
- b. In the event of such termination, Seller shall transfer title and deliver to Buyer, to the extent directed by Buyer: i) any completed goods and services and ii) such partially completed items and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called “manufacturing material”) as Seller has produced or acquired for the performance of the Order. Prices for partially completed goods and manufacturing material shall be negotiated; however, such prices shall not exceed the Order price per type of goods and services.

24. Seller’s Indemnification.

- a. Notwithstanding any other provision of this Order, Seller shall defend, indemnify and hold Buyer and Buyer’s Customers harmless from and against any and all claims, damages, losses and reasonable expenses, whether direct, indirect or consequential, including, but not limited to, liabilities, obligations, claims, costs, expenses (including, without limitation, interest, penalties and attorneys’ fees), fines, taxes, levies, assessments, demands, damages and judgments of any kind or nature to the extent arising directly or indirectly out of or resulting from: i) goods or services supplied or the performance of work by Seller hereunder; ii) Seller’s negligence or willful misconduct; iii) the breach by Seller of any provisions hereunder; iv) a claim that the goods or services supplied by Seller infringes any patent, copyright, trademark, trade secret or other intellectual property interest of another.; or v) a claim of mechanic’s lien or other encumbrance made by a third party.
- b. Seller shall carry and maintain insurance coverage satisfactory to Buyer to cover its obligations set forth in subparagraph (a) above, and upon Buyer’s request, shall furnish Buyer with evidence of such insurance in a form satisfactory to Buyer.

25. **Non-Disclosure of Confidential Matter.** Goods or services purchased hereunder with Buyer's specifications or drawings shall not be quoted for sale to others without Buyer's written authorization. All specifications, drawings, samples, and other data furnished by Buyer shall be treated as confidential information by Seller, shall remain Buyer's property, shall be disseminated to those within Seller's organization on a "need to know" basis only, shall not be disclosed to any third party, and shall be returned to Buyer immediately on request.
26. **Buyer Property.** Unless otherwise agreed in writing, all tooling, equipment, material, dies, molds, jigs, fixtures, patterns, machinery, special test equipment, special tapes and gauges which have been furnished, paid for, or charged against Buyer, or which have had their cost amortized shall be deemed Buyer's property, and shall remain the property of Buyer. Such property, while in Seller's custody or control, shall be held at Seller's sole risk, and shall be kept insured by Seller at Seller's expense in an amount equal to the replacement cost with loss payable to Buyer. Such property shall be delivered in good condition, normal wear and tear accepted, to Buyer, F.O.B. Buyer's plant, immediately upon request by Buyer. Seller warrants that said items would not be used for any work or for the production of any materials or parts other than for Buyer without Buyer's written permission.
27. **Patent License.** Seller, as part consideration for this Order and without further cost to the Buyer, hereby grants and agrees to grant to the Buyer an irrevocable, non-exclusive, royalty-free right and license to use, sell, manufacture, and cause to be manufactured products embodying any and all inventions and discoveries made, conceived, or actually reduced to practice in connection with the performance of this Order.
28. **Copyrights, Inventions, Discoveries and Improvements.** Seller agrees that all writings, software, drawings, designs, copyrightable material, mask works, inventions, improvements, developments and discoveries (collectively referred to as the "Ideas") made, conceived or reduced to practice by Seller solely or in collaboration with other during the course of performance of this Order are the sole property of Buyer, and Seller further agrees to assign (or cause to be assigned) to Buyer all right, title and interest in and to all such Ideas. Seller agrees to assist Buyer, at Buyer's expense, to enable Buyer to obtain, perfect, defend and enforce its rights in and to all such Ideas, and in the execution of all applications, specifications, assignments and all other instruments which Buyer shall deem necessary in order to apply for and obtain copyright protection, mask work registration and/or patent protection.
29. **Buyer's Audit Rights.** Buyer shall have the right to inspect and audit Seller's books, records, and catalogs pertaining to the performance of this Order, at all reasonable times, with five (5) days' written notice, for the purpose of determining the correctness and propriety of amounts billed by Seller.

30. **Limitation on Buyer's Liability; Statute of Limitations.** In no event shall Buyer be liable for anticipated profits or for incidental or consequential damages. Buyer's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Order or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unit thereof, which gives rise to the claim. Buyer shall not be liable for penalties of any description. Any action resulting from any breach on the part of Buyer as to the goods or services delivered hereunder must be commenced within one year after the cause of action has accrued.
31. **Waiver.** The failure of Buyer to enforce at any time any of the provisions of this Order, to exercise any election or option provided herein, or to require at any time performance by Seller of any of the provisions herewith shall in no way be construed to be a waiver of any such provisions, or the right of Buyer thereafter to enforce each and every such provision.
32. **Rights and Remedies.** The rights and remedies of Buyer set forth herein shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity.
33. **Compliance with Laws.** Seller shall comply with all federal, state, local and governmental agency laws, ordinances, rules and regulations in the manufacture and sale of the goods and in the performance of services covered in this Order. In addition, Seller shall comply with the Export Control Laws and regulations of the United States and any amendments thereof.
34. **Gratuities.** Seller warrants that it has not offered or given and will not offer or give to any employee, agent, or representative of Buyer any gratuity with a view toward securing any business from Buyer or influencing such person with respect to the terms, conditions or performance of this Order or any contracts with Buyer.
35. **Assignment and Subcontracting.** No right or obligation under this Order (including the right to receive monies due hereunder) shall be assigned by Seller without the prior written consent of Buyer, and any purported assignment without such consent shall be void. Seller may not subcontract for completed articles or major components without Buyer's prior written consent. Buyer may assign this Order at any time if such assignment is considered necessary by Buyer in connection with a sale of Buyer's assets or a transfer of its obligation, including, but not limited to a merger, acquisition or outsourcing to a third party.
36. **Notice of Delays.** Whenever Seller has knowledge of an actual or potential labor dispute or any event which delays or threatens to delay the timely performance of this Order, Seller shall immediately notify Buyer of such event and furnish all relevant details. Such notice is for informational purposes only and shall not relieve Seller of its obligations to comply with the requirements of this Order.
37. **Applicable Law.** This Order shall be governed by, subject to, and construed accordance with the laws of the State of North Carolina.