1. ACCEPTANCE. These Terms and Conditions of Purchase shall be incorporated as part of and apply to the purchases of goods or services under this Purchase Order ("Order"). Seller’s acceptance of this Order shall occur upon the earlier of:
   a) Seller’s signing and returning the acknowledgment copy of this Order, or
   b) Seller’s commencement of manufacturing or shipment of goods or performance of services under the Order.

2. ACCEPTANCE OF THE ORDER SHALL CONSTITUTE SELLER’S AGREEMENT TO COMPLY WITH AND CONFIRMATION THAT ALL PARTIES UNDERSTAND, ACKNOWLEDGE, AGREE TO AND ACCEPT THE FOLLOWING ADDITIONAL OR INCONSISTENT TERMS OR CONDITIONS CONTAINED IN ANY QUOTATION, BID, ACKNOWLEDGMENT OF RECEIPT OF ORDER, URB'S TERMS AND CONDITIONS OF PURCHASE (HEREAFTER "URBC") AND SHALL NOT BE EFFECTIVE OR BINDING AS TO URBC, UNLESS AGREED IN WRITING AND SIGNED BY AN OFFICER OF URBC. Upon acceptance, any offer or acceptance of the terms of the URBc Order and course of dealing or performance shall not be employed to vary, explain, or supplement these terms and conditions. Any reference on the face of the Order to any bid, proposal, or offer of sale is deemed to be limited to the description of the products or services to be furnished under the Order and the terms and conditions of such proposal, and shall not be interpreted to include any terms or conditions of the seller’s general terms and conditions of sale, unless expressly agreed to in writing.

3. DELIVERY SCHEDULE & FORCE MAJESTE. URBC requires 100 percent on-time deliveries, and therefore, TIME IS OF THE ESSENCE OF THIS ORDER. Seller shall not anticipate delivery, however, by purchasing materials orotherwise commencing manufacture or assembly of the goods until notified by the URBC. The written acknowledgement of the Order shall be the binding agreement and an Order delivery schedule. Items received in advance of such schedule may, at URBC’s option, be returned at Seller’s risk of loss and expense or be accepted, with payment withheld until the scheduled delivery date. URBC shall have the right, in its discretion, to pay for the goods of the obligations under this Order, if such failure arises out of or relates to causes or events beyond URBC’s control.

4. WARRANTY. Seller warrants with respect to goods and services provided under this Order that:
   a) Seller has clear title, free of all liens and encumbrances;
   b) there are no claims of third parties of any nature whatsoever arising out of or related to the goods or services provided;
   c) all goods (including, without limitation, hardware, software, firmware, and systems consisting of goods) furnished together with the goods to which this warranty applies, conform to the specifications, drawings, samples, designs, or other descriptions furnished to or by URBC, and shall be merchantable, of good quality and workmanship, free from defects in materials and workmanship and fit for the particular purpose intended;
   d) all services shall be performed in a competent manner in accordance with the requirements of the Order and fulfill the particular purpose intended;
   e) Seller has made every effort to secure the cooperation of Seller to under this Order do not require a license for export from the United States and any country from which Seller is providing goods under this Order;
   f) prices charged herein are at least as low as net price now given by Seller to any other customer for similar goods or services, and if at any time during the contract period lower prices are quoted anywhere for similar goods or services, such lower net prices shall, from that time, be substituted for those previously used and charged;
   g) the sale or the use of the goods or services covered by the Order shall not infringe or contribute to the infringement of any patents, trademarks, copyrights, or other proprietary rights of others;
   h) these warranties extend to URBC and to customers of URBC's products or services.

5. CANCELLATION OF LIABILITY. The warranty period shall be the longest period provided by applicable law and shall commence on the date of acceptance of the goods or services, Seller will notify C, in writing within ten (10) days of any notice of non-conformance in accordance with URBC's standard labor rates and standard labor hours. URBC agrees it will not make repair without consulting with Seller (unless health or safety concerns require immediate action) and receiving approval for the repair.

6. EPIDEMIC COVERAGE. An "Epidemic Fault" is defined as the failure of a specific part or component of the Products, as defined in the Order, that singularly, or in conjunction with other parts or components of the Products, results in defects or non-conformances to performance requirements, and the costs of replacement and/or repair may exceed three percent (3%) or more of the total number of units of the Products shipped or manufactured by Seller to URBC or its customers during the most recent twelve (12) month period. In the event of the determination of an Epidemic Fault by URBC and Seller, Seller will be responsible for the full expenses associated with any necessary replacements, recalls, retrofits, or other corrective action required to reconcile the Product in the field containing the fault.

7. TERMINATION. a) URBC may terminate all or any part of its purchases under this Order, without liability to Seller, if:
   i) the goods furnished under this Order are defective or non-conforming in accordance with URBC's standard labor rates and standard labor hours. URBC agrees it will not make repair without consulting with Seller (unless health or safety concerns require immediate action) and receiving approval for the repair.
   b) any termination under section 6(a) adjudged to be wrongful shall be deemed to then be a termination for convenience under section 6(b), but with URBC having the right to avail itself of all of its remedies under these Terms & Conditions of Purchase, at law or in equity.

8. LIMITATION OF LIABILITY. URBC EXPRESSLY DISCLAIMS ALL LIABILITY FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS ORDER, INCLUDING ANY TERMINATION, REJECTION, OR REVOCATION OF ACCEPTANCE OF ALL OR ANY PART OF THE GOODS OR SERVICES TO WHICH THIS ORDER RELATES. THESE LIMITATIONS APPLY TO ANY fiber or a waiver of any provision of the Order shall be deemed a waiver or any other provision.

9. INSPECTIONS AND INSURANCE. Seller agrees to defend, indemnify and hold URBC and its directors, officers, employees, customers, affiliates, agents, contractors, suppliers and assigns harmless from and against any and all claims, liabilities losses, damages (including special, consequential, and incidental damages), actions and expenses (including attorney’s fees) incurred prior to Seller’s knowledge of such termination, provided that Seller takes reasonable steps to mitigate its damages.

10. SOFTWARE & INFRINGEMENT. Seller certifies that the goods purchased hereunder have not been produced and will not be produced so as to infringe or contribute to the infringement of any copyrights, patents, trademarks, or trade secrets as they may exist presently or in the future. Seller shall provide to URBC, at the time of delivery of goods hereunder, all information and documents that Seller has or shall develop or acquire as a result of performance of the Order. Seller must cooperate fully and promptly with URBC to resolve any potential issues arising from such infringement.

11. CHANGES. URBC may, at any time, make changes in the Order, including changes in the quantity, delivery time or place, shipping or packing method, or any drawings, specifications, or designs. If such a change causes a delay in delivery or performance, URBC shall notify Seller of the delay in the contract time and charge. Seller's acceptance of this Order shall constitute Seller's agreement to comply with any such change. No change shall be binding on URBC unless agreed in writing, by an authorized representative of URBC.

12. URBC’S PROPERTY & INFORMATION. All tools, dies, molds, templates, equipment, specifications, data, drawings, designs, software, or other proprietary or Confidential information of Seller furnished to URBC or used in connection with the goods or services shall remain the property of Seller and shall only be used by Seller in performing its obligations under this Order. Seller shall not disclose such information and documents to any third party without Seller’s written consent.

13. GOVERNMENT CONTRACTS. If the products or services to be delivered or performed under this Order are for the purpose of enabling URBC to perform a government contract or subcontract, this Order incorporates by reference any requirements to be included in any subcontract or by any applicable law, ordinance, rule or regulation, including the equal employment opportunity clause in Section 202 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, Revised Order No. 4 of December 28, 1970, and Executive Order 11905 of September 27, 1974, as amended by Executive Order 12146 of September 24, 1969, as amended by Executive Order 11246 of September 24, 1969, as amended by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, Revised Order No. 4 of December 28, 1970, and Executive Order 11905 of September 27, 1974, as amended by Executive Order 12146 of September 24, 1969; and all other Federal, State and local laws, rules, regulations, ordinances, executive orders, rules, orders, standards, conventions, and directives issued thereunder.

14. PRICES, INVOICING, AND SET-OFF. Unless the face of this Order contains a special notation by URBC, the prices are:

   a) subject to increase or additional charges during the term of the Order;
   b) in U.S. dollars and F.O.B. URBC’s facility (with risk of loss and title passing to URBC at that location), and shall be invoiced by Seller in U.S. dollars and paid in U.S. dollars at such times and in such increments as determined by URBC or other terms and conditions; if such terms and conditions shall not be inconsistent with these terms and conditions, URBC’s specification date delivery, and not on the basis of Seller’s invoice date. All purchases are on open account. Invoices paid by URBC may not be paid or offset at any time by URBC, including, without limitation, at any time by Seller to URBC or its affiliates against any amount payable at any time by URBC under this Order.

15. PACKING, MARKING AND SHIPMENT. Seller shall suitably pack, mark, and ship goods in accordance with the instructions of URBC or its designated representative and shall provide sufficient packing, shipping labels, and instructions (including any required documentation) for the safe delivery free of damage and deterioration. URBC shall not be charged for packing, marking, or shipping unless separately itemized on the face of this Order. URBC’s Purchase Order Number must appear on the container, the packing list, invoice, and any other correspondence relating to the Order. This information must be clearly visible on the outside of the container (provides the quantity and description of the goods contained therein) shall be placed within the container.

16. MISCELLANEOUS. If this Order shall be interpreted and governed by the laws of Kansas, excluding its conflict of laws, and litigation arising from an Order shall be brought by Seller only in that jurisdiction; the written consent of an authorized representative of URBC is required prior to:

   a) any assignment by Seller of the Order or an interest therein or payment hereunder; or
   b) any subcontract of all or any part of the work called for in the Order.

   No failure to enforce a breach of any provision of the Order shall be deemed a waiver or any other breach of such or other provisions.

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