



## Resonant Sciences LLC Standard Purchase Order Terms and Conditions

- 1. Acceptance/Inspection/Rejection:** By acceptance of this Purchase Order (PO) and/or performance hereunder, Seller agrees to comply fully with the terms and conditions set forth in this PO, and any supplements hereto which are incorporated by reference herein. Acceptance of this PO is expressly limited to the terms and conditions contained herein. Any and all changes to this agreement shall be agreed to in writing by an authorized representative of both Parties. Resonant Sciences LLC expressly objects to any additions, deletions or differences in the terms or conditions contained in Seller's quotation, proposal, acknowledgment or other document, whether or not such additions, deletions or differences materially alter this PO. Seller shall only deliver goods and/or services that meet the requirements set forth in this PO. Resonant Sciences reserves the right to accept or reject any goods/services provided that do not meet expected requirements set forth in this PO or the Seller's proposal. No terms and conditions from the Seller's quote shall be incorporated into this purchase order. Resonant Sciences may require repair or replacement of nonconforming goods or re-performance of nonconforming services at no increase in the PO price. Resonant Sciences must exercise its post-acceptance rights a) within a reasonable time after the defect was discovered or should have been discovered; and b) before any substantial change occurs in the condition of the item/service unless the change is due to a defect in the item/service.
- 2. Relationship of the Parties:** It is understood and agreed between the parties that the Seller is, and shall be in all events, an independent contractor, and nothing contained herein shall be construed as constituting the Seller as an agent, partner, employee, or legal representative of Resonant Sciences for any purpose whatsoever.
- 3. Assignment:** Seller shall not reassign this PO or any of the rights under this PO shall be assigned without written approval of Resonant Sciences. Notwithstanding the foregoing, either party shall have the right to assign this order to any successor of such party by way of merger or consolidation or the acquisition of substantially all of the business and assets of the assigning party relating to the subject matter of this PO. This right of assignment shall be retained provided that such successor shall expressly assume all of the obligations and liabilities of the assigning party under this PO, that the assigning party shall remain liable and responsible to the other party hereto for the performance and observance of all such obligations, and that the assigning party shall obtain the written approval of Resonant Sciences, if applicable.
- 4. Seller's Contribution to Product and Service Conformity:** The intended use of the goods purchased from Seller is for the manufacturing of Radomes, Antennas, Electronics, Modeling and Measurement systems and RF Equipment sold to military and commercial aviation companies and part fabricators for applications in the aviation industry. Seller shall ensure their employees are aware of their critical contribution to product and service conformity to the requirements of the specification(s) on this order.
- 5. Seller's Contribution to Product Safety:** Seller shall ensure their employees are aware their products and services are critical to the performance of Resonant Sciences products, and that our expectations include integrity and accuracy in business practices, testing, reporting and certification.
- 6. Ensuring the External Provider's Awareness of their Contribution to Product or Service Conformity, Product Safety, and the Importance of Ethical Behavior:** As a seller of goods to prime and sub-contractors of aviation products, it is imperative all external providers to Resonant Sciences exercise ethical behavior in every facet of providing materials (accuracy of test reports, on-time delivery, proper packaging for material protection, etc.).
- 7. Part Identification:** Package labels shall identify contents with Part Number, Product Description, Lot Number, and Hazardous Warnings, as applicable.



8. **Date-Sensitive Materials:** Unless otherwise approved by Resonant Sciences, materials shall be delivered to Resonant Sciences or a location specified by Resonant Sciences with no less than 75% of the shelf-life remaining before expiration.
9. **Distributors:** The status of the external provider's third-party certification to ISO9001 and/or AS9120 is verified annually by Resonant Sciences, to ensure continued reliability and performance as an external provider.
10. **Packaging:** Prior to packaging, items will be clean and free from foreign matter. Material not inherently resistant to corrosion shall be protected or inhibited with a suitable medium. Material shall be packaged to the extent necessary to provide protection from the hazards of transport, contamination and physical damage encountered in general handling, shelf storage and issue.
11. **Transportation and Storage:** The recommended climate controls for the material should be maintained at all times during shipment. Unless otherwise directed by Resonant Sciences, if material is shipped frozen or refrigerated, a digital temperature monitoring device shall be placed within the packaging to track temperature of the material during transit from point of shipment through delivery.
12. **Delivery/Remedies/Waiver:** a) Time is of the essence. If Seller fails to make delivery or perform the services at the time agreed upon, or performs the work hereunder in such a fashion as endangers its ability to make timely deliveries or to render timely performance of service, Resonant Sciences reserves the right to cancel, purchase elsewhere and hold Seller accountable for any additional costs or damages incurred by Resonant Sciences. b) Rights and remedies of Resonant Sciences herein are cumulative and in addition to those which Resonant Sciences has under law and equity. c) Any waiver by Resonant Sciences of any particular breach of default hereunder by Seller shall not constitute a continuing waiver or a waiver of any other breach or default. d) Approval by Resonant Sciences of Seller's proposed design, test plans and/or procedures, manufacturing process, methods, tooling, or facilities shall not relieve Seller from meeting all requirements of this PO.
13. **Travel:** Travel may be requested by Resonant Sciences on an as needed basis. All travel will be performed using the U.S. General Services Administration (GSA) per diem rates for lodging, meals and incidentals (M&IE) published at <https://www.gsa.gov/travel/plan-book/per-diem-rates>. Reimbursement for travel will include all appropriate indirect costs allocated to travel in accordance with Seller's usual accounting procedures and consistent with Federal Acquisition Regulation (FAR) Part 31.
14. **Other Direct Costs (ODCs):** All costs other than direct labor and travel incurred to satisfy the requirements of this PO. ODCs shall be at Seller's cost (without fee) including an applicable overhead charge if allocable, allowable, and ordinarily applied under Seller's accounting practices and system and FAR Part 31.
15. **Invoices:** Payments shall be made no more frequently than monthly and paid Net 30 days on an approved and accepted invoice. Submit invoices to [accountspayable@ResonantSciences.com](mailto:accountspayable@ResonantSciences.com). Seller shall indemnify Resonant Sciences from any and all liabilities, claims, suits, demands, or other consequences, and all costs in connection with the Seller's failure to provide current, complete and/or accurate cost and pricing data or relating to any improper, unallocable, unreasonable or unallowable labor or other charge(s) for which Seller has requested payment or has received payment.
16. **Warranty:** Unless a different warranty is agreed upon and set forth herein, Seller warrants all goods and/or services delivered or provided hereunder to be free from defect in materials or workmanship, merchantable and fit for the purchase intended for a reasonable time period after acceptance and conform strictly to the requirements set forth in this PO. Any manufacturer or Seller warranty, including any extended warranty, typically provided at no additional cost to the general public in customer commercial practices for the



delivered products and/or services shall be provided hereunder to Resonant Sciences and the Resonant Sciences customer. Seller further warrants that Seller shall comply with the requirements of all applicable federal, state and local laws, rules, ordinances, acts and regulations applicable to Seller's industry. Seller also warrants compliance with the Federal Procurement Policy Act.

- 17. Changes:** Resonant Sciences may at any time, for any reason, by written notice, make changes within the general scope of this PO. Changes include: a) Place of Performance; b) description of services; c) drawings, designs, or specifications; d) method of shipping or delivery; e) place of inspection, acceptance, or point of delivery. If such changes have significant cost impact, the Seller may request an equitable adjustment within seven (7) days of the written change notice. Disagreements regarding any changes shall be resolved in accordance with the "Disputes" clause present in this PO. However, nothing in this clause shall excuse the Seller from proceeding without delay in the performance of this PO as directed.
- 18. Bankruptcy:** In the event that either Party files for protection under bankruptcy laws, makes an assignment for the benefit of creditors, appoints or suffers appointment of a receiver or trustee over its property, files a petition under any bankruptcy or insolvency act or has any such petition filed against it which is not discharged within sixty (60) days of the filing thereof, then the other Party may terminate this PO effective immediately upon written notice to such party.
- 19. Property:** All property provided by Resonant Sciences to Seller under this PO shall be clearly labeled and tracked while in Seller's possession. Seller shall be liable for all loss or damage to any such property, except normal wear and tear and shall furnish Resonant Sciences a written inventory upon request. All property shall be returned prior to final payment.
- 20. Supplementary Documentation:** Any specifications, drawings, notes, instructions engineering notices, or technical data referred to herein shall be deemed incorporated herein by reference, as if fully set forth.
- 21. Shipping:** Seller shall be responsible for ensuring traceable delivery methods are used for delivery of goods or property under this PO. Seller shall provide the receipt or bill of lading signed by the Carrier with Seller's invoice as evidence of shipment.
- 22. Indemnification:** Each Party (the "Indemnifying Party") agrees to indemnify, hold harmless, and defend the other Party, its agents, employees, officers, directors and clients (the "Indemnified Parties") from any and all costs and expenses, including attorneys' fees, that the Indemnified Party may pay or become obligated to pay on account of any, all and every demand or claim, or assertion of liability arising, or alleged to have arisen, out of:
  - a) the Indemnifying Party's breach of any expressed or implied warranty;
  - b) the Indemnifying Party's breach of this PO;
  - c) the negligent or deliberate acts and/or omissions of the Indemnifying Party or its agents, employees, officers or directors;
  - d) the Indemnifying Party's failure to comply with the Truth in Negotiations Act; or
  - e) bodily injury to, or damage to property of, any person, including the Indemnifying Party's subcontractor employees, directly attributable to the performance of any work hereunder, including the Indemnifying Party's use of the Indemnified Parties' premises or equipment.

Under this provision, the Indemnified Party shall:

- a) promptly notify the Indemnifying Party of any suspected or actual claims against the Indemnified Party;
- b) provide reasonable assistance to the Indemnifying Party;
- c) authorize representatives of the Indemnifying Party to represent the Indemnified Party in any such litigation; and



- d) authorize representatives of the Indemnifying Party to settle or defend any such claim or suit at its own expense.

If the Indemnifying Party's liability shall arise by reason of the negligence of the Indemnified Party or by reason of specific compliance with detailed instruction of the Indemnified Party, then the Indemnifying Party shall not be liable under the provisions of this clause except to the extent of the Indemnifying Party's contributory/comparative negligence.

Except for willful breach or gross negligence, neither Party shall be liable for lost profits, loss of use, nor interruption of business; nor for consequential, indirect, special, punitive, or incidental damages incurred by the other Party as a result of any breach of this PO, even if such Party has been apprised of the potential for such damages.

- 23. Patent Indemnification:** Seller shall indemnify Resonant Sciences in the event any work performed or delivered under this contract infringes on the intellectual property/patent rights of any third party.
- 24. Confidentiality:** Each party to this PO will hold, and will cause its respective subsidiaries and their directors, officers, employees, agents, consultants, and advisors to hold, in strict confidence, unless disclosure to a Governmental Entity is necessary in connection with any necessary regulatory approval or unless compelled to disclose by judicial or administrative process or, in the written opinion of its counsel, by other requirement of law or the applicable requirements of any Governmental Entity, all nonpublic records, books, contracts, instruments, computer data and other data and information (collectively, "Information") concerning the other party hereto furnished to it by such other party or its representatives pursuant to this PO (except to the extent that such information can be shown to have been (a) previously known by such party on a nonconfidential basis, (b) in the public domain through no fault of such party, or (c) later lawfully acquired from other sources by the party to which it was furnished), and neither party hereto shall release or disclose such Information to any other person, except its auditors, attorneys, financial advisors, other consultants, and advisors. If a party is required to disclose any Information to a Governmental Entity in accordance with this section, the disclosing party shall notify the other party prior to making any such disclosure by providing the other party with the text of the disclosure requirement and draft disclosure at least 24 hours prior to making any such disclosure, and will narrow the draft disclosure to the extent the other party reasonably requests.
- 25. Consequential Damages:** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR LOST OR ANTICIPATED PROFITS, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR ANY OTHER TYPE OF INDIRECT DAMAGES ARISING FROM OR RELATED TO THIS PO, EXCEPT TO THE EXTENT THAT SUCH DAMAGES ARISE IN CONNECTION WITH THE INTENTIONAL, WILLFUL, OR RECKLESS DISCLOSURE OF PROPRIETARY INFORMATION.
- 26. Publicity/Promotion or Advertising:** The Parties shall not issue any news release, advertisement, publicity or promotional material regarding this PO (including denial or confirmation thereof) without express written permission from the other Party. In addition, a Party shall not disclose any information regarding the work unless absolutely required in order to complete the work required under this PO.
- 27. New Material:** The deliverables to be delivered under this PO shall consist of new materials, as defined in FAR 52.211-5, not used, reconditioned, remanufactured, or of such age as to impair its usefulness or safety, without the express written permission from Resonant Sciences.
- 28. Governing Law:** This PO shall be governed by and construed in accordance with the laws of Ohio.



- 29. Disputes:** If the Parties are unable to resolve any dispute, controversy, or claim (collectively “Dispute”) arising out of this PO, the Parties shall first attempt to resolve the Dispute by using mediation at a location and with a mediator(s) as mutually agreed to. The Parties will share equally in the cost of the mediation. If the Parties are unable to resolve the Dispute within a 60-day period, or other time frame as mutually agreed to, the Dispute shall be finally settled under the rules of the American Arbitration Association, with the costs equally shared by the Parties and shall be binding on the Parties. Such mediation or arbitration shall be conducted in the place as determined by the Party bringing the claim or Dispute. Until final resolution of any Dispute hereunder, Seller shall diligently proceed with performance of this PO as directed by Resonant Sciences.
- 30. Notice of Delay:** Seller shall immediately, but no later than 24 hours after becoming aware of a delay, notify Resonant Sciences of any potential or actual delay in delivery of the goods or services required under this PO. Resonant Sciences may at that time cancel or terminate the undelivered portion of the PO.
- 31. Force Majeure:** Neither the Seller nor Resonant Sciences shall be liable in any way for failure to perform any provision of this PO (except payment of monetary obligations) if such failure is caused by any law, rule, or regulations or any cause beyond the control of the party in default. Should such acts or events occur, the parties shall use commercially reasonable efforts to overcome all difficulties and to resume work as soon as reasonably possible.
- 32. Insurance:** Seller shall purchase and maintain during the term of this PO, at its own expense, and any extensions thereof, insurance in amounts reasonable and customary for the industry in which Seller is engaged. Seller shall maintain all insurance required by any law, statute, ordinance or regulation of any jurisdiction having authority in whole or in part over the Seller’s operations or subcontract activities, including without limitation to any non-U.S. jurisdictions. Insurance coverage shall include Workers Compensation, Unemployment, General Liability, and Automobile. Seller insurance shall be primary and non-contributing over any and all insurance that may be maintained by Resonant Sciences. Seller shall waive all rights of subrogation against Resonant Sciences, its officers, directors, agents, and employees. If any of the required insurance is maintained on a claim-made basis, Seller shall maintain such insurance for a period of three (3) years after termination or expiration of this PO.
- 33. Termination for Convenience:** Resonant Sciences may terminate this agreement for convenience, in whole or in part, by giving written notice to Seller. Resonant Sciences shall pay Seller for deliverables and services that have been completed, as well as reasonable costs accrued for work in process through the date of the receipt of the termination notice. Resonant Sciences shall not be liable for lost or anticipated profits or unabsorbed indirect costs. Resonant Sciences shall not be liable for expenses incurred beyond the current funding total at any time whatsoever including those at the time of termination.
- 34. Notices:** Any and all notices or other communications required or permitted to be given pursuant to this PO shall be in writing and shall be considered properly given if sent by email with receipt confirmation, or mailed by certified mail, return receipt requested, postage prepaid, to the addresses indicated on the first page hereof. Either Party may change its address or designee by written notice to the other Party.
- 35. Prime Contract Flow-Down Clauses:** If included, FAR Flow-down clauses apply and supersede any inconsistent terms and conditions found elsewhere in this document, PO, or agreements. Where necessary to make the context of these clauses applicable to this PO, the term “contractor” shall mean “seller”. Seller hereby agrees to flow-down of applicable FAR clauses to its lower tier subcontractors/suppliers. (If no clauses are presented with PO, this section is not applicable.)
- 36. Export/ITAR:** Seller shall comply with all U.S. export laws and regulations. Seller shall indemnify Resonant for any failure of Seller to comply with export laws and regulations in performance of this PO.



- 37. REPORTING EXECUTIVE COMPENSATION AND AWARD:** The Contractor will provide Resonant Sciences with any information necessary to satisfy Resonant Sciences obligations under FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards, including the information specified in FAR 52.204-10(d)(2) and, if applicable, the information set forth in FAR 52.204-10(d)(3). Any information provided pursuant to this provision will be publicly disclosed. This provision only applies if the value of the PO is \$30,000 or more and the Contractor's gross income was \$300,000 or more in the tax year preceding the tax year in which the PO was awarded.
- 38. Entire Agreement:** This PO including all its terms and attachments, appendices, and exhibits incorporated by reference, sets forth the entire agreement between the Parties and supersedes any and all other related or prior agreements, understandings, and communications as they pertain to the subject matter of this PO. No amendment or modification of this PO shall be binding upon the Parties unless set forth in a written instrument signed by the Parties authorized representatives.