



Purchase Orders and Subcontracts Terms and Conditions

This document constitutes the terms and conditions for the Contract ("Contract") between VadaTech, Inc. ("VadaTech") and Seller ("Seller"), and VadaTech's acceptance of Seller's offer is expressly limited to these terms and conditions. Additional or differing terms of any kind put forth by Seller, whether, for example, in a quote or order acknowledgement, are expressly rejected and have no effect unless explicitly accepted in writing by VadaTech's Chief Executive Officer or General Counsel. If Seller acknowledges VadaTech's order, accepts payment, or commences performance, Seller has accepted these terms and conditions. This Contract merges all prior and contemporaneous offers and understandings and constitutes the entire bargain between VadaTech and Seller.

1. Price

The prices in this Contract are firm fixed price.

2. Delivery

Time is of the essence. Late delivery constitutes material breach.

3. New Materials from Authorized Sources

For all goods delivered to VadaTech, Seller expressly agrees to use only new and authentic materials purchased directly from OEMs, OCMs, or their authorized distributor(s), and, if requested, provide documentation authenticating traceability to the authorized source(s), unless otherwise agreed, in writing, by VadaTech's CEO or General Counsel.

4. Rejection

If Seller delivers goods that fail in any respect to conform to the Contract, VadaTech may, at its option and Seller's expense: (i) reject and return, in whole or part, the goods for refund or credit; (ii) require Seller to promptly correct or replace the goods; (iii) correct the nonconformance; or (iv) obtain conforming goods from another source, in which case VadaTech may recover from Seller as damages the difference between the cost of cover and contract price together with any incidental or consequential damages.

5. Shipping, Payments, Taxes, and Duties

Unless otherwise specified by VadaTech, shipping term is FOB Destination. Payment terms will be net 45 days from delivery of conforming goods and receipt of accurate invoice. Unless otherwise specified, prices include all applicable federal, state, and local taxes, duties, tariffs, and similar fees.

6. Changes

VadaTech may unilaterally make any changes to this Contract, including changes related to design, drawings, specification, testing, quality control, inspection, or date or place of delivery. If this is a Contract under a federally funded U.S. Government prime contract, 48 CFR §52.243-1 is incorporated by reference. Replace "Contracting Officer" with "VadaTech"; replace "Contractor" with "Seller."

7. Excusable Delay

Only the following events constitute excusable delay under this Contract: (i) acts of God or of a public enemy; (ii) acts of Government; (iii) fires; (iv) floods; (v) epidemics; (vi) quarantine restrictions; (vii) strikes; (viii) freight embargoes; and, (ix) unusually severe weather. In each case, the failure to perform must be entirely beyond the control and without the fault or negligence of the Seller. Seller must immediately notify VadaTech about an excusable delay condition.

8. Termination

(a) **Convenience:** VadaTech may, in its sole discretion, terminate this Contract in whole or part, at any time, with such termination not constituting default. VadaTech may take immediate possession of all work so performed upon notice of termination, and Seller must stop work immediately and limit costs incurred on terminated work. Upon termination, VadaTech will reimburse Seller for reasonable and allowable costs, but only to the extent VadaTech is reimbursed by its higher-tier customer, if applicable.

(b) **Default:** If this is a Contract under a federally funded U.S. Government prime contract, 48 CFR §52.249-8 is incorporated by reference, with the following changes: Replace "Government" and "Contracting Officer" with "VadaTech"; replace "Contractor" with "Seller"; subsections (c) and (d) wholly removed.

9. Choice of Law; Venue

Any matter arising from or related to this Contract will be construed under the laws of the State of Nevada, excluding its choice of law rules. Both parties agree to submit to the personal and exclusive jurisdiction of the courts in Clark County, Nevada, USA, to resolve any claim arising from this Contract.



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10. Intellectual Property

Seller expressly represents that its performance does not infringe or otherwise violate the intellectual property rights of any third party, and grants and agrees that VadaTech has a non-exclusive, worldwide, sub-licensable, irrevocable, paid-up, royalty-free license and right to enable VadaTech to satisfy its obligations to its customer(s).

11. Export Control

Seller agrees to comply with any applicable United States export control law or regulation, and will obtain any required export license or agreement necessary to perform this Contract.

12. Non-Disclosure

Reserved.

13. Goods Free from Defects

Seller expressly warrants that all goods delivered will be free from defects in workmanship, materials, and design, and conform to all specifications and requirements. For a period of 12 months following final acceptance, Seller agrees to promptly repair, replace, or re-perform any non-conformity.

14. Indemnification

Seller agrees to indemnify VadaTech from all loss and liability (including reasonable expenses and attorneys' fees) arising from or related to Seller's act or omission under this Contract, unless the loss or liability is due to VadaTech's gross negligence or willful misconduct.

15. Furnished Property

Any furnished property from VadaTech will be supplied "as is," and may be used only for the performance of this Contract, unless otherwise agreed.

16. Insurance

Seller must maintain general liability, property damage, employers' liability, and worker's compensation insurance, professional errors and omissions insurance, motor vehicle liability (personal injury and property damage) insurance and aviation liability insurance.

17. Assignment

VadaTech may freely and without restriction assign, in whole or part, any rights, obligations, and/or duties under this Contract. Seller may not assign without the prior express written consent of VadaTech.

18. Conflicts

Seller agrees to be free of any obligation or restriction which would interfere or be inconsistent with, or present an actual, apparent, or perceived conflict of interest concerning, the goods or services to be rendered under this Contract. Further, Seller represents that it is not presently debarred, suspended, or otherwise ineligible to do business under a federal government contract.

19. Waiver and Severability

Failure of VadaTech to enforce any provision of this Contract will not be construed as a waiver. The remedies reserved will be cumulative and in addition to any other remedies in law or equity. Each clause, paragraph and subparagraph of this Contract is severable.

20. LIABILITY LIMITATION

IN NO EVENT WILL VADATECH BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THIS CONTRACT, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF VADATECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

21. Federal Acquisition Regulations ("FAR") and Defense Federal Acquisition Regulations Supplement ("DFARS")

If this is a Contract under a federally funded U.S. Government prime contract, the following clauses are incorporated by reference:

FAR: 48 CFR §52.244-6; 48 CFR §52.203-13; 48 CFR §52.203-15; 48 CFR §52.203-19; 48 CFR §52.204-21; 48 CFR §52.204-23; 48 CFR §52.221-21; 48 CFR §52.222-26; 48 CFR §52.222-35; 48 CFR §52.222-36; 48 CFR §52.222-37; 48 CFR §52.222-40 (if Contract exceeds \$10,000 and performance is in part in USA); 48 CFR §52.222-50; 48 CFR §52.224-3; and 48 CFR §52.247-64.

DFARS: 48 CFR §252.244-7000.