



Agreement

Seller agrees to provide the Goods or Services in accordance with the applicable purchase and with these Terms and Conditions (Agreement) of Habilitation Center Inc. hereinafter referred to as Buyer. Upon acceptance of a purchase order, shipment of Goods or Services, or services rendered, Seller shall be bound by the provisions of the agreement, including all provisions set forth, unless Seller objects to such terms in writing prior to shipping Goods or Services. This agreement may not be added to, modified, superseded or otherwise altered, except by writing signed by an authorized Buyer representative.

Clauses

Ensure that persons / employees are aware of:

- their contribution to product or service conformity
- their contribution to product safety, and
- their contribution to the importance of ethical behavior

Acceptance

Any of the following acts by Seller shall constitute acceptance of this order, signing and returning a copy of the order, delivery of any of the Goods or Services ordered, or returning Seller's own form of acknowledgment. Any additional or different term or condition on Seller's acknowledgment form, or otherwise communicate by Seller in accepting this order, shall be deemed to be a material alteration of this order and is hereby objected to by Buyer. Any such term or condition shall be totally inapplicable to this order unless specifically agreed to in writing signed by an authorized representative of Buyer.

Schedule

Buyer hereby reserves the right to reschedule any delivery or cancel any purchase order issued at any time prior to shipment of the Goods or Services. Buyer shall not be subject to any charges or other fees as a result of such cancellation, or any restocking fees or charges for excess inventories or materials built or purchased by Seller unless approved in writing by an authorized Buyer representative.

Delivery

Delivery of Goods or Services shall be made pursuant to the applicable purchase order. In the event Seller fails to deliver the Goods or Services within the time specified, buyer may, at is option, decline to accept the Goods or Services and terminate the agreement.

Packaging

Seller shall package all items in suitable containers to permit safe transportation and handling. Buyer's purchase order number and part number must appear on call shipping containers, packing sheets, delivery tickets and bills of lading. Country of origin, applicable specifications, certifications and compliance to standards shall be clearly marked on the smallest unit of measure.

Risk of Loss

Title to the Goods or Services shipped under this purchase order shall pass to buyer in accordance with the shipping terms specified on the face of the purchase order. In the event shipping instructions are not provided, the applicable shipping terms shall be FOB, Origin, Freight Collect, using buyer specified carriers.



Payment

Buyer shall pay seller the amount agreed upon and specified in the applicable purchase order. Payment shall not constitute acceptance. Seller shall invoice buyer for all Goods or Service delivered within ninety (90) days of delivery and must reference the applicable purchase order. Buyer reserves the right to refuse all incorrect invoices. Unless otherwise specified on the face of a purchase order, buyer shall pay the invoiced amount within thirty (30) days after receipt of a correct invoice.

Warranties

Seller warrants that all Goods or Services provided will be new and not used or refurbished. Seller warrants that all Goods or Services delivered shall be free from defects in materials and workmanship and shall conform to all applicable specifications. Seller shall furnish to buyer the seller's standard warranty and service guaranty applicable to the Goods or Services, if buyer identifies a warranty problem with the Goods or Services during the warranty period, buyer will promptly notify seller of such problems and will return the Goods or Services to seller, at seller's expense. Seller shall, at buyer's option, either repair or replace such Goods or Services, or credit Buyer's account for the same. Replacement and repaired Goods or Services shall be warranted for the remainder of the warranty period.

Inspection

Buyer shall have a reasonable time after receipt of Goods or Services and before payment to inspect them for conformity. Goods or Services received prior to inspection shall not be deemed accepted until buyer has run an adequate test to determine whether the Goods or Services conform to the applicable specifications. Use of a portion of the Goods or Services for the purpose of testing shall not constitute an acceptance of the Goods or Services, if the Goods or Services tendered do not wholly conform to the provisions hereof, buyer shall have the right to reject such Goods or Services. Nonconforming Goods or Services will be returned to seller freight collect and risk of loss will pass to seller upon buyer's delivery to the carrier. No test or inspection in any way relieves seller of its obligation to furnish all required articles, materials and services in strict accordance with the requirements of the purchase order.

Quality

The seller must possess a quality and inspection system minimally compliance to MIL-45208 or equivalent standard, unless otherwise specified. The seller agrees to allow the buyer access to the seller's and/or seller's suppliers facilities at any time and place before, during and after manufacture or completion of production to observe, survey or audit their quality and process controls and/or inspect and test material and workmanship, with or without buyer's customers representation. The seller agrees to provide failure and/or root cause analysis including corrective and preventive actions for any defective or rejected products upon request by the buyer. The seller agrees to provide advance notification to the buyer if the facility and/or production processes are re-located to a location different than the location at the time of the quote. The seller agrees to immediately notify the buyer of any impending ownership or senior management changes. All materials with limited calendar life must be delivered with a minimum of 85% calendar life remaining to the buyer prior to shipment for buyer approval.

Independent Contractor

Seller is an independent contractor for all purposes, without express or implied authority to bind buyer by contract or otherwise.

Taxes and Records

The prices stated in the purchase order include all applicable taxes and duties, except state and local sales and use taxes. Such sales and use taxes shall be separately itemized in seller's invoice.

Insurance

Seller shall be solely responsible for maintaining adequate health, auto, worker's compensation, unemployment compensation, disability, liability and other insurance, as is required by law or as is the common practice in



seller's trades or businesses. Upon request, seller shall provide buyer with certificates of insurance or evidence of coverage before commencing performance under this agreement.

Indemnity

Seller agrees at its expense to indemnify, defend and hold harmless buyer, its directors, officers, employees, affiliates, subsidiaries, agents, customers and end users from any and all loss, claims and liability, including, without limitation, reasonable legal fees and costs, for death, injury or disability of any person or damage to or destruction of property (including, without limitation, the loss of use of any property or the presence of hazardous substances at any property) caused by or resulting from the acts or omissions of seller, its agents, suppliers or employees in connection with the performance of this purchase order, including, without limitation, any claim by a third party against buyer alleging that the Goods or Services, or any other products or processes provided under this agreement, infringe a patent, copyright, trademark, trade secret or other proprietary right of a third party, whether such are provided alone or in combination with other products, software or processes.

Confidentiality

Seller will acquire knowledge of buyer confidential information in connection with its relationship with buyer and agrees to keep such information in confidence during and following the termination or expiration of this agreement. Seller agrees to limit its internal distribution of buyer confidential information to seller's assistants who have a need to know, and further agrees not to use such information except in the course of providing Goods or Services in accordance with the applicable purchase order and will not use such information for its own benefit or for the benefit of any third party. Buyer may require at its sole discretion a signed Non-Disclosure agreement in which the terms and conditions supersede the general and limited scope listed here.

Termination

Buyer may terminate this agreement upon notice to seller if seller fails to perform or otherwise breaches this agreement, files a petition in bankruptcy, becomes insolvent or dissolves. In the event of such termination, buyer shall pay seller for those conforming Goods or Services delivered to buyer through the date of determination, less appropriate offsets. Buyer may terminate this agreement for any other reason with sufficient notice to seller. Seller shall cease to provide Goods or Services under this agreement on the date of termination specified in such notice. In the event of such termination, buyer shall be liable to seller only for those conforming Goods or Services delivered to buyer through the date of termination, less appropriate offsets.

Force Majeure

Buyer shall not be liable for any failure to perform including failure to take delivery of the Goods or Services as provided caused by circumstances impractical including, but not limited to acts of God, fire, flood, acts of war, government action and accident. In the event buyer is so accused, either party may terminate the agreement and buyer shall at its expense and risk, return any Goods or Services received to the place of shipment.

Severability

If any portion of this agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Limitation of Liability

In no event shall buyer be liable for any incidental, indirect, special, consequential or punitive damages. Whether or not buyer was advised or could foresee the possibility of such damage.

Section 301 Tariffs

All tariffs must be disclosed on all quotes, and all Purchase Order confirmations. Failure to disclose tariffs prior to invoicing will result in Non-payment of **Section 301 Tariff charges** with waived liability to Habilitation Center Inc.

Assignment Waiver



Seller may not assign this agreement or any of its rights or obligations under this agreement, without the proper written consent of buyer. Any assignment or transfer without such written consent shall be null and void. This agreement shall inure to the benefit of and be binding upon, the successors and assigns of buyer without restriction. A waiver of any default hereunder or any term or condition of this agreement shall not be deemed to be a continuing waiver or a waiver of any other default or any other form or condition.

Governing Law

This Agreement shall be construed in accordance with and disputes shall be governed by, the laws of the State of Florida, excluding its conflict of law rules the State and Federal courts in Broward County, Florida shall have jurisdiction and venue over all controversies arising out of or relating to this agreement.

Entire Agreement

This agreement is the complete, final and exclusive statement of the terms of the agreement between the parties and supersedes any and all other prior and contemporaneous negotiations and agreements, whether oral or written, between them relating to the subject matter hereof. The terms and conditions of this agreement shall prevail notwithstanding any variance with the terms and conditions of any acknowledgment or other document submitted by seller.