



STANDARD TERMS AND CONDITIONS

ALL TERMS AND CONDITIONS HEREUNDER SHALL APPLY UNLESS SPECIFICALLY EXCEPTED ON THE FACE OF THIS PURCHASE ORDER.

1. **OFFER:** This Purchase Order constitutes an offer to buy goods or services according to the description and other terms set forth in the body of the order, its reverse side, and other terms and conditions attached and by reference incorporated herein. No additional or different terms or conditions offered by the Seller are or become part of this Order, and any such terms and conditions are hereby rejected. This Order shall not be modified without the express written approval of S & K Electronics, Inc. (hereinafter "Buyer")
2. **NONWAIVER:** Any waiver or failure of Buyer to require strict compliance with the provisions of this Order in any respect shall not be deemed a waiver of Buyer's right to require strict compliance in other respects of thereafter in the same respect.
3. **WARRANTY:** Seller warrants that all goods and services covered by this Order will be furnished in strict accordance with the provisions of this Order, the specifications or drawings or other descriptions furnished by Buyer, and standards of all laws and government rules and regulations relating to such goods or services, and shall be free from defects in design, material and workmanship. Buyer's approval of Seller's drawing shall not relieve Seller of any of its obligations. Seller shall warrant all the above for a period of one (1) year from date of initial operation of goods or 18 months from the date of shipment or the full duration of any manufacturer's warranty, whichever is longer.
4. **PATENTS:** Seller shall at its expense settle or defend and pay costs and damages finally awarded in any suit against Buyer or its vendees to the extent based upon a finding that the design or construction of articles as furnished infringes a United States patent (except infringement occurring as a result of Incorporating a design or modification at the request of the Buyer); providing that the Buyer promptly notifies Seller of any charge of such infringement and Seller is given the right to settle such charge and to defend or control the defense of any suit based upon such charge. This paragraph sets forth Seller's exclusive liability with respect to patents.
5. **BUYER'S IDENTIFICATION:** Seller agrees that Buyer's identification, such as trademarks, trade names, distinctive markings, or decorative styling shall be used only on articles supplied to Buyer.
6. **BUYER'S PREMISES:** If any work under this Order is to be performed on Buyer's premises, Seller shall perform such work in accordance with the safety rules of Buyer and applicable federal, state and local laws and regulations. Seller shall comply fully with applicable laws pertaining to worker's compensation and unemployment compensation or insurance; and Seller shall indemnify and save harmless Buyer, its employees, agents, licensees and invitees from any and all losses, costs, damages, claims and expenses (including reasonable attorney's fees) of any nature whatever relating to (a) injuries, occupational diseases or deaths of any employee or subcontractor of Seller, to the extent compensable under the workers compensation laws of any state; (b) bodily injuries, death or property damage caused by the negligent or wrongful act of the Seller, any sub-contractor of his, or any employee or agent of either, and (c) unemployment compensation or insurance, social security taxes, or other federal, state or municipal taxes, contributions or benefit payments measured by or based on employment of such employees. Prior to commencement of such work, Seller shall furnish to Buyer satisfactory evidence that Seller and its sub-contractors have full worker's compensation coverage, and have not less than bodily injury coverage of \$100,000 per person, and \$500,000 dollars per occurrence, and property damage coverage of \$500,000 per occurrence.
7. **CONFIDENTIAL INFORMATION:** If any articles supplied under this order are made according to Buyer's manufacturing information (designs, specifications, drawings and the like), or by means of any Buyer's tools, dies, patterns, or equipment, such as tools, dies, patterns, equipment, and manufacturing information shall only be used to manufacturer articles to Buyer's orders. Seller agrees to keep confidential all such manufacturing information. Upon Buyer's request, Seller shall return to Buyer all such tools, dies, patterns, equipment and manufacturing information without keeping any copies thereof.
8. **FLSA:** Seller assures Buyer that the articles covered by this order have been produced in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and the applicable regulations and orders of the United States Department of Labor issued under Section 14 thereof.
9. **EEO:** Seller shall be an Equal Opportunity Employer, and the provisions of Executive Order No. 11246 and 11758, as revised, pertaining to equal employment opportunities shall be fully observed and implemented.



10. **TERMINATION:** Buyer may at any time for default of terms or for its own convenience terminate this Order in whole or in part by notifying Seller in writing, by e-mail or fax, or by verbal notice promptly confirmed by written notice. If this Order is terminated for default, Seller shall be liable for costs of replacement of parts or materials in excess of the price(s) of this Order, and for other costs directly caused by the default, including penalties for late delivery imposed on Buyer by its customers. If this Order is terminated for Buyer's convenience, Buyer shall reimburse Seller for any uncompensated costs actually and properly incurred by Seller for services or for the purchase, assembly, or manufacture of goods under this Order. Upon termination for convenience, Buyer shall determine disposition of all goods for which it has compensated Seller, and Buyer shall pay shipping costs incurred in such disposition. Buyer and Seller may mutually agree to terminate this Order without cost or penalty to either party.
11. **DELIVERY DATE:** Shipment shall be made to meet the required date specified as "dock date" in the body of the order. Time is of the essence. Production schedules established or commitments made to satisfy the required date must not contemplate or procurement in advance of the current lead or procurement time required to meet such date, without the specific written approval of the Buyer. On premature shipments, Buyer may return the goods at Seller's expense, and in any event payment will be withheld and any discount period will begin to run from the required date specified. Buyer, without waiving any other legal rights, reserves the right to cancel without charge or to postpone deliveries of any goods or services covered by this order which are not shipped in time to meet the required delivery date. Seller shall not be liable for any damages suffered by Buyer due to Seller's failure to deliver on the required delivery date if such delay in performance is due to causes beyond its control, such as act of God, war, act of government priorities or allocations, act of Buyer, fire, flood, strike, sabotage, or delay in transportation, and if Seller gives Buyer notice in writing of the cause of the delay within a reasonable time after the beginning thereof.
12. **ROUTING:** Seller shall route shipments as instructed. In the absence of specific routing instructions from Buyer, Seller shall route shipments in the most expeditious and cost-effective way possible.
13. **TITLE:** Unless the face of this order expressly provides otherwise, delivery shall be f.o.b. final destination, and title to and risk of loss of the goods shall remain with the Seller until delivery to unloading facilities at final destination.
14. **PRICE:** Seller certifies that amounts invoiced under this purchase order will not exceed the maximum levels established under any applicable governmental price control program. Any excess shall promptly be refunded.
15. **PAYMENT:** Buyer's account with Seller will be paid within thirty (30) days after receipt of invoice or inspection acceptance of shipment, whichever is later, except where cash discounts apply or other terms are specified. If correct invoices do not reach Buyer within three (3) days from invoice date, payment deadlines and any discount periods will be calculated from the date of receipt of the correct invoice.
16. **LAWS AND REGULATIONS:** Seller warrants that goods and service furnished hereunder shall comply with applicable federal, state, and local laws, and regulations supplemental thereto, and Seller shall indemnify and hold Buyer harmless against any costs, liability, or losses arising out of Seller's non-compliance. If goods furnished hereunder are basic components as defined in 10 CFR 21, Seller shall comply with said regulations.
17. **NONASSIGNABLE:** This order or the monies due thereunder may not be assigned in whole or in part without the written consent of Buyer.
18. **HEADING:** The headings herein are for reference only and are not a part of the terms and conditions.
19. **RIGHTS:** Buyer retains generally all rights and remedies granted to it by operation of law in addition to those set forth herein.
20. **DISPUTES:** In the event that legal action is brought by either party to enforce an obligation hereunder or for other remedy for a cause of action arising out of this order, the parties agree and consent, as follows:
1. The proper forum to hear such cause or enforce such obligation shall be the Tribal Court of the Confederated Salish and Kootenai Tribes, and each party waives any objections it may have to exercise of personal or subject matter jurisdiction by said Court for purposes of this Order;
 2. The losing party to such actions shall pay the prevailing party such reasonable amounts for attorney fees and court costs as may be set by the Court.