

Terms and Conditions of Sale

- 1. COMPLETE CONTRACT:** This document contains the terms of the agreement between Orri Corporation and buyer. It supersedes all previous requests, quotations or oral agreements. If buyer accepts this Quote or requests any items listed in the Quote, buyer is deemed to have agreed to these conditions. Any terms that differ from this document will not be part of the Order unless acknowledged in writing and signed by an authorized representative of Orri Corporation.
- 2. QUOTATION:** Prices and quantities quoted are valid for 30 days. Pricing is valid only for quantity quoted. Delivery time quoted is subject to change due to availability of components at time of order. Privacy, regulatory or customer requirements must be listed on Purchase Order. Substitutions may be made unless "No Substitutions" is specified on customer drawing or Purchase Order.
- 3. CUSTOMER SUPPLIED MATERIALS (CSM):** 100% of CSM is required on site at Orri Corporation to begin production. All parts must be bagged, labeled and arrive with a shipper. Orri Corporation cannot guarantee quality and/or conformity of CSM. All CSM is subject to Orri Corporation's Terms and Conditions of Purchase.
- 4. PRICING:** Prices are as stated in the Orri Corporation Acknowledgement. Pricing does not include tax, shipping and any other fees. Pricing is based on the quantity shown on the quote ONLY. Should you require a different final quantity, pricing will be adjusted accordingly and confirmed in writing.
- 5. SHIPPING:** Unless stated in the order, shipping will be chosen by Orri Corporation and billed in addition to the products being shipped. If incorrect information is provided, the buyer must still pay within 30 days and is responsible for additional shipping charges.
- 6. DELIVERY:** Lead time is subject to change at any time due to availability of component parts, labor shortages, production disruptions and acts of God. Orri Corporation will not be liable for losses or added costs due to delivery delays. Any requests for delivery date changes by the buyer must be approved and acknowledged in writing by Orri Corporation, a fee may apply.
- 7. PAYMENT:** All payments must be made within 30 days unless otherwise stated in the order. If buyer fails to pay within the allocated timeframe, service charges may apply. Any payments not made on time will give Orri Corporation the right to stop production on any current project until payment is received. Orri reserves the right to charge a monthly interest fee on all invoices over 30 days unless otherwise negotiated
- 8. CANCELLATION: ALL ASSEMBLIES ARE NON-CANCELABLE & NON-RETURNABLE.** Should an open Purchase Order be inactive for more than 90 days due to lack of customer supplied components, order will be considered closed. A \$150.00 charge or 25% charge of the open order balance plus all material, freight, tooling costs and remaining setup charges will be invoiced – open order balance to cover all costs incurred. All items purchased will be shipped to customer if requested. Orders may only be cancelled with Orri Corporation's written consent. Custom items may not be cancelled; Buyer agrees to pay 100% of custom goods.
- 9. SERVICE:** Orri Corporation is not responsible for providing service or technical advice to any products supplies.
- 10. RETURNS:** Buyer may not return any goods without a formal RMA. Orri Corporation reserves the right to deny any RMA request.
- 11. WARRANTY:** Orri Corporation may offer a limited warranty regarding workmanship. The warranty does not cover damage due to misuse, wear and tear or design changes. Orri Corporation does not offer warranty for third party manufacturers or customer supplied material/assemblies. Orri Corporation cannot guarantee warranty/quality of customer supplied parts. Orri is not responsible to ensure customer supplied parts meet application requirements/standards. Buyer holds Orri Corporation harmless from any liability due to design, use and/or misuse of product.

Terms & Conditions of Purchase

1. COMPLETE CONTRACT: This document contains the terms of the agreement between Orri Corporation and Seller. It supersedes all previous requests, quotations or oral agreements. If Seller accepts this Purchase Order or provides any items listed in the Order, seller is deemed to have agreed to these conditions. Any additional or different terms will not be part of the Order unless acknowledged in writing and signed by an authorized representative of Orri Corporation.

2. PRICE: Orri Corporation shall pay Seller the price shown on this Order. The price is firm and not subject to escalation without Orri Corporation's written consent. No extra charges of any kind will be allowed. If there are additional costs, they must be presented to Orri Corporation prior to shipment and Orri Corporation must issue a written change order to Seller. Orri Corporation is tax exempt, for official documentation, please send a request to a.doa@orricorp.com

3. PAYMENT: Orri Corporation agrees to pay Seller in the mutually agreed upon terms at the time of the Order. In the event that Orri Corporation and Seller do not have mutually agreed to terms on file, Orri Corporation's standard payment terms are net thirty days.

4. HOLD FOR RELEASE: If this is a "hold for release" Order and/or "for drawings only", then Orri Corporation shall not incur any liability to Seller for the products unless and/or until Orri Corporation instructs Seller in writing to proceed with product production and/or further performance.

5. CHANGES: Orri Corporation may change this Order. Seller shall notify Orri Corporation within 10 days if any change affects price or delivery so that parties can negotiate an equitable adjustment. All changes must be acknowledged in writing and signed by an authorized representative of Orri Corporation.

6. DELIVERY AND PERFORMANCE: All parts shall be listed on the packing list. All parts shall be labeled and kept in the original container; if not in original container, Seller must certify that parts are marked with the correct part numbers. Seller shall provide deliverables and perform services according to Orri Corporation's schedule. All shipments shall be shipped using UPS Ground using Orri Corporation's account number unless otherwise approved in writing. All Vendors/Customers MUST have written approval from Orri to add a Declared Value to any shipment when using Orri Corporation's shipping account. If no written approval is obtained and a Declared Value is still placed on the shipment, then the Seller is responsible for the Declared Value charges. If Seller is unable to make delivery in accordance with the schedule, Seller shall immediately notify Orri Corporation and provide a revised date. Seller is not liable for delays in performance or delivery due to a cause beyond its reasonable control. If Seller does not comply with Orri Corporation's delivery schedule or fails to make progress as to endanger Orri Corporation's performance or reputation, Orri Corporation may, at its option, either approve a revised delivery schedule or terminate this Order without liability to Orri Corporation in addition to pursuing any other rights. Orri Corporation may return, at Seller's expense, items delivered to Orri Corporation early.

7. WARRANTIES: Seller warrants that the products are new and covered by the manufacturer's warranty, which will be extended to Orri Corporation and/or Orri Corporation's customer. Seller also warrants that the products and services sold will be free from defects in material, workmanship and title. Products and services will conform to the requirements of this Order for a period of at least twelve months from the date of shipment to the customer, or twelve months after completion of services.

8. SELLER LIABILITY: Seller agrees to defend Orri Corporation, at Seller's expense, against all claims made against Orri Corporation, arising out of or relating to Seller's products or Seller's performance under this Order, including but not limited to, claims based on (1) breach of any of the warranties set forth in this contract, (2) late performance (except excusable delays), (3) defective products or performance, (4) failure of products or Seller's performance to conform to specifications

or (5) infringement of any patent, trademark or copyright. Seller further agrees to indemnify Orri Corporation for all judgments, settlements, expenses and legal fees that Orri Corporation incurs arising from such claims.

9. ASSIGNMENT: Any assignment of the Order will be void without the other party's prior written consent, which will not be unreasonably withheld.

10. SET-OFF: Orri Corporation may at all times set off any amount that Seller, or any affiliate of Seller, owes to Orri Corporation against any amount that Orri Corporation, or any affiliate of Orri Corporation, owes to Seller.

11. TERMINATION: Orri Corporation may terminate any part of the Order for its convenience at any time. If this occurs, Orri Corporation shall negotiate reasonable termination charges with Seller. Orri Corporation may terminate the Order with no further liability to Orri Corporation, if (1) Seller fails to perform any provision of this Order or fails to make progress as to endanger performance, and Seller does not cure such failure within ten days after Orri Corporation provides Seller with written notice, (2) Seller ceases to conduct operations in the normal course of business, (3) any proceeding under any bankruptcy or insolvency laws is brought by or against Seller, (4) a receiver is appointed or applied for, or (5) an assignment for the benefit of creditors is made by Seller.

12. CONFIDENTIAL INFORMATION: Seller shall keep confidential any technical, process, proprietary or economic information derived from drawings, 3D or other models, specifications and any other data and/or information furnished by Orri Corporation in connection with this Order and shall not divulge, directly or indirectly, the Confidential Information for the benefit of any other party without Orri Corporation's prior written consent. Upon request of Orri Corporation, Seller shall promptly return to Orri Corporation all Confidential Information, including any copies thereof, and shall destroy (with such destruction certified in writing by Seller) all copies thereof. Seller shall not make any announcement, take or release any photographs (except for its internal operation purposes for the manufacture and assembly of the goods), release any information concerning this Order or any part thereof or with respect to its business relationship with Orri Corporation, to any third party, member of the public, press, business entity, or any official body except as required by applicable law, rule, injunction, or administrative order without Buyer's prior written consent.

13. INSURANCE: Seller shall maintain during the term of this Order, at its own expense, Workers' Compensation insurance as required by law, employer's liability insurance, general liability insurance and automobile insurance in amounts acceptable to Orri Corporation.

14. GOVERNMENTAL COMPLIANCE: Seller shall comply with all laws and regulations applicable to the Order when the items are delivered or services are performed without limitation.

SPECIAL NOTE: Customer supplied materials may be subject to these terms and conditions.