



Purchase Order Terms and Conditions

- 1) Acceptance of Terms: By accepting an order from Waterbury Button Company (a division of OGS Technologies, LLC) ("Buyer"), the vendor listed on the purchase order ("Seller") agrees to be bound by and accepts these Purchase Order Terms and Conditions unless both parties have signed a separate formal agreement.
- 2) Seller will indemnify, save harmless and defend Buyer from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees incident to any infringement or to any claimed infringement of any patent or patents in the manufacturer and sale or either thereof, of the articles or material covered by this purchase, or in any way connected therewith or with the use thereof by Buyer, provided, however, that Buyer may be represented in any such suits, actions or legal proceedings by attorneys of its own selection at its own expense.
- 3) The price last quoted or paid or prevailing market price, whichever is the lower, shall prevail in the event no price is stated on the order, if price is higher than specified on order, do not ship – advise Buyer. Seller warrants that the articles or materials furnished or to be furnished hereunder shall conform to this contract and shall be good workmanship and quality, free of all defects and fit for the purposes for which they are intended.
- 4) No packing or cartage charges will be allowed unless otherwise agreed by Buyer. Packing list showing contents and purchase order number must accompany each shipment.
- 5) Buyer reserves the right to reject any over shipment made against this order.
- 6) It shall be understood that the cash discount period to Buyer will date from the receipt of the invoice and not from the date of invoice. When notarized certifications are required, discount periods will not date until their receipt.
- 7) Buyer reserves the right to cancel this order or any part thereof due to any acts or demands of the United States Government, or to fires, strikes, or other causes beyond his control, or if material (or parts) are not in accordance with blueprints, approved samples or specification, or are defective in workmanship or quality, or if delivery date(s) are not met by Seller, or if Buyer's terms and conditions are altered or not accepted by Seller.
- 8) Patterns, tools, dies and fixtures, or any other equipment purchased and paid for by Buyer for the manufacture of merchandise become Buyer's property, and are for Buyer's sole use; and are subject to recall to Buyer's plant at any time, and no additional charges will be paid for said removal.
- 9) Seller shall not manufacture in advance of Seller's production flow time or delivery any material in advance of the schedule set forth in this order without Buyer's consent. Buyer may return, shipping charges collect, all material received at Buyers plant in advance of the schedule shown on this order. Seller may request Buyer's consent to advance manufacture and/or delivery at time of returning acknowledgement of this order.
- 10) Seller shall not in any manner advertise or publish the fact that Seller has furnished or will furnish the Buyer the articles herein mentioned without first obtaining the written consent of Buyer.
- 11) If the terms here ordered are require or placed pursuant to a government contract, then this order is also subject to the following additional conditions:
 - a. Renegotiation: The "Renegotiation Act of 1951" requires that all contracts and subcontracts contain the following articles to which this order when accepted is subject: "RENEGOTIATION ARTICLE – This contract is subject to the Renegotiation Act of 1951 and the contractor hereby agrees to insert a like article in all contracts or purchase orders to make or furnish any article or to perform all or any part of the work required for the performance of this contract."
 - b. Inspection and Audit: Seller agrees that its books and records and its plant, or such thereof as may be engaged in the performance of the contract evidenced hereby, at all reasonable times shall be subject to inspection and audit by any authorized representative of the Governmental Department having jurisdiction; and Seller shall cause a like provision to be included in all subcontracts hereunder.
 - c. Notice of Government of Labor Disputes: If the Government contract is with the U.S. Air Force, then whenever an actual or potential labor dispute is delaying or threatens to delay the performance of the contract evidenced hereby, Seller shall immediately give notice thereof, including all relevant information, to the nearest U.S. Air Force Representative.
 - d. Uniform Termination: If the Government terminates a contract with the Buyer which covers any item on this order, then Buyer at any time thereafter may terminate, in whole or in part, the contract evidenced hereby, and Seller will then be paid on accordance with the "Approved Termination Provision for use in Fixed Price Orders or Subcontracts for the Manufacture of Supplies under Government War Contracts," as amended, of the Office of Contract Settlement.
 - e. Inspection by Comptroller General: Seller agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under prime contract noted on reverse side between the United States of America and the contractor named therein, have access to the and right to examine any directly pertinent books, documents, paper and records of Seller involving transactions related to this contract.
- 12) Any article made to Buyer's design, or made first to Buyer, will not be furnished by Seller to any other person, firm or corporation except with the written consent of Buyer.
- 13) Seller represents that the articles, materials or services furnished hereunder will be produced or rendered in accordance with the applicable provisions of he Fair Labor Standards Act of 1938, the National Labor Relation Act, and the Walsh-Healey Public Act, as they may be amended from time to time.
- 14) The furnishing of the work, labor and/or material contracted for herein shall be to the entire satisfaction of the agent signing on behalf of the Buyer, and his other duly authorized officers.
- 15) No changes in or additions to this contract shall be made except in writing signed by the duly authorized representatives of Buyer and Seller. No oral understanding or representations shall be of any effect.
- 16) Purchase orders are subject to cancellation at Buyer's option unless acknowledgement is properly signed and returned within 15 days from issue.
- 17) Buyer is not bound by any printed matter on Seller's acknowledgement forms or invoice which impose conditions at variance with the terms of this order.
- 18) Any additional transportation charges invoice to the Buyer which result form the Seller shipping to the wrong address will be deducted from the Seller's invoice. Shipments made to the wrong address may be refused by the Buyer at his option.

- 19) Seller shall act as an independent contractor hereunder and perform all services and furnish all labor in connection herewith at Seller's sole risk and account, assuming full responsibility. Therefore, nothing in this order shall be deemed to constitute Seller or any of Seller's employees, the agent, representative or employee of the Buyer.
- 20) Seller may not assign this order or sublet any portion of the work without the prior approval of Buyer.
- 21) Buyer reserves the right to inspect in Seller's plant, with Buyer's personnel or with Buyer's customers' personnel.
- 22) Acceptance of goods, materials tools or molds by Buyer's inspectors in Seller's plant or by Buyer's incoming, inspection or payment of Seller's invoice, does not constitute our full acceptance thereof. We reserve the right to reject and return goods, materials, tools or molds at any time before they are put to their end use and operate or function properly.
- 23) Seller shall, at his own expense, make good to the satisfaction of the Buyer and his customer any damages caused by defects in materials (unless supplied by Buyer) or workmanship covered by this purchase order.
- 24) In the case of work rejected because of poor workmanship or failure to meet blueprint dimensions or specifications, Seller shall replace labor and material at his cost. If material is supplied by Buyer, cost of replacement may be deducted from Seller's invoice.
- 25) This purchase order and any attached specifications and drawings shall constitute the entire agreement. All oral negotiations and proposals are superseded and supplanted hereby. Seller shall accept this contract by signing the enclosed acknowledgment copy of the purchase order and returning same to Buyer within 15 days from issue.
- 26) Any clause required to be included in a contract of this type by any applicable and valid federal, state or local law or administrative rule or regulation having the effect of law shall be deemed to be incorporated herein.
- 27) THE EQUAL EMPLOYMENT OPPORTUNITY CLAUSE in Section 202 of executive order No. 11246 as amended and executive order No. 11375 relative to equal employment opportunity and the implementing rules and regulations of The Office of Federal Contract Compliance are incorporated herein by specific reference.

By accepting delivery of the goods, you acknowledge that you have read, understood, and agreed to be bound by these terms and conditions.



Purchase Order Terms and Conditions: Contract Manufacturer Addendum

Intellectual Property and Ownership Rights

1. **Ownership of Work Product:** All designs, drawings, specifications, documents, prototypes, models, and other materials created, developed, or delivered by the vendor listed on the Purchase Order ("Contractor") in connection with the design and manufacture of the tool (collectively, "Work Product") shall be the sole and exclusive property of OGS Technologies, LLC (dba Waterbury Button Company).
2. **Assignment of Rights:** The Contractor hereby assigns to Waterbury Button Company all right, title, and interest, including any intellectual property rights, in and to the Work Product. The Contractor agrees to execute and deliver any documents and take any actions necessary to perfect or enforce such assignment.
3. **License to Pre-Existing Materials:** To the extent that any pre-existing materials or intellectual property of the Contractor are incorporated into the Work Product, the Contractor hereby grants Waterbury Button Company a perpetual, irrevocable, worldwide, royalty-free license to use, reproduce, modify, and distribute such pre-existing materials as part of the Work Product.
4. **Confidentiality:** The Contractor agrees that all Work Product and any information related to Waterbury Button Company business, products, or services disclosed to the Contractor shall be considered confidential information. The Contractor shall not use or disclose such confidential information for any purpose other than performing its obligations under this PO.
5. **Warranty of Non-Infringement:** The Contractor represents and warrants that the Work Product will not infringe or violate any intellectual property rights or other rights of any third party. The Contractor agrees to indemnify, defend, and hold harmless Waterbury Button Company from any claims, damages, or expenses arising from any breach of this warranty.
6. **Return of Materials:** Upon completion of the work or termination of this PO, the Contractor shall promptly deliver to Waterbury Button Company all Work Product and any other materials related to the design and manufacture of the tool.

By accepting delivery of the goods, you acknowledge that you have read, understood, and agreed to be bound by these terms and conditions.