

8920 Kenamar Dr. Suite 301 San Diego, CA 92121

Phone: (858) 653-0301 FAX: (858) 653-0206

Terms and Conditions

Welcome to the Surfacemode, Inc. Please read the Terms and Conditions carefully and by agreeing to the Terms and to the Conditions and notices set forth:

- a. You have read and familiarized yourself with the Terms and Conditions;
- b. You understand the Terms and Conditions;
- c. You agree with Surfacemode Order Terms and Conditions, however, if you do not agree to be bound by all the terms and conditions contained herein or incorporated by reference, contact Surfacemode purchasing prior to execution of any Purchase Order.

Surfacemode reserve the right to change or otherwise modify these Terms and Conditions without prior notice, at its discretion; and such changes will be effective immediately and may be retrospective with acceptance of applicable Purchase Orders. Suppliers shall return to this page periodically to review or annually request the most current version of the Terms and Conditions.

1. Acknowledgement and Acceptance of Purchase Order.

- A) Any of the following shall constitute Supplier's acceptance of the purchase order (which shall be deemed to include plans, specifications, regulations, and other documents to the extent that any of the same are attached to the purchase order or incorporated by reference therein) and these terms and conditions:
 - Acknowledgment of and acceptance signature on the purchase order;
 - Furnishing of any part of the materials or services hereby ordered;
 - Acceptance of any payment for the materials or services; and
 - Commencement of performance under this purchase order. Any terms or conditions proposed by Supplier that are inconsistent with or in addition to the terms and conditions of purchase herein contained shall be void and of no effect unless specifically agreed to in writing by Surfacemode.
- B) No modification hereof or addition hereto shall be effective unless made in writing and signed by authorized representatives of Surfacemode and Supplier.
- C) These purchase order terms and conditions, together with any such modifications and customer documents incorporated therein by reference, including any statement of work or attachments and exhibits as accepted in writing by Surfacemode (collectively, the "Purchase Order"), constitute the entire agreement between Surfacemode and Supplier.

2. Price, Fees and Independent Price Determination.

The total price of this Purchase Order shall be that shown on the face of this Purchase Order and will include all taxes, fees, assembly, packing, packaging, labeling, shipping, storage, and setup charges; and shall not be increased because of changes in Supplier's costs for materials, labor, taxes, freight, storage, overhead or profit.

A) Acknowledgement of Independent Price Determination. In connection with any Order, Supplier certifies that the proposed prices were reached independently, without



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consultation, communication, or agreement with any third party for restricting competition, and that the prices quoted have not been, nor will be, knowingly disclosed, directly or indirectly, by Supplier, to any other offeror or competitor prior to Purchase Order award.

3. Invoicing and Payments.

Supplier agrees to promptly render, after delivery of goods, correct and complete invoices to Surfacemode. Invoices must include the Purchase Order number and an itemization of all items in terms identical to those on the face of this Purchase Order showing quantities, type, and specifications of each item. Unless otherwise specified in this Purchase Order, payment terms shall be **net forty-five (45) days** from the later to occur of:

- The date the product or service is accepted by Surfacemode;
- The date Surfacemode receives payment with respect to the product or service under its Prime Contract, as defined in the face of this Purchase Order; and
- The date Supplier correct invoice is received.

Payments will be in United States dollars. Surfacemode may offset against any amounts due under Supplier's invoices –

- A) Any damages resulting from Supplier's default under or breach of the Purchase Order or any other agreement with Surfacemode;
- B) Any amount owing from Supplier to Surfacemode; and
- C) Any adjustment for shortage or material rejection and any costs caused thereby.

4. Quality Control System

Supplier agrees to provide and maintain a quality control system to an industry recognized standard and to provide access to supplier's facility. Right of access to shall include the applicable areas of facilities, at any level of the supply chain, involved in the Purchase Order and to all applicable records. Further, supplier shall be in compliance with any other specific quality requirements identified in this Purchase Order.

- A) Records of all quality control inspection work by supplier shall be kept complete and available to Surfacemode.
- B) Supplier agrees to notify Surfacemode's Procurement Representative of nonconforming material that does not meet the requirements of this Purchase Order that cannot be reworked to compliance. Written approval will be required by Surfacemode Procurement Representative prior to supplier shipment of nonconforming material to Surfacemode.
- C) Supplier agrees to promptly notify Surfacemode Procurement Representative in writing detailing any changes in product, process, and changes to manufacturing facility locations for product under this Purchase Order.



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D) Supplier shall not make any changes to product being supplied under this Purchase Order without Surfacemode's Procurement Representative approval.

5. Packing, Shipping and Export Control Compliance.

Supplier shall be responsible for ensuring the proper packing, packaging, and labeling of materials for shipment. No extra charge will be allowed for packing, crating, freight, or other charges with respect to shipment unless so specified in this Purchase Order;

- A) Unless otherwise specified in this Purchase Order, the goods shall be sold F.O.B. Surfacemode's facility at the address set forth on the face of the Purchase Order.
- B) Supplier agrees that any and all risk of loss shall remain with Supplier until such time as Surfacemode receives and accepts the shipment of goods specified in this Purchase Order together with the required documents.
- C) Supplier shall at all times comply with Surfacemode's written shipping instructions. Supplier must include the Purchase Order number(s) on all correspondence, shipping labels and shipping documents.

All Suppliers shall comply with all export and import laws, regulations, decrees, orders, and policies of the United States Government and the Government of any country in which the Parties conduct business pursuant to this Order, including but not limited to the Export Administration Regulations ("EAR") of the U.S. Department of Commerce, and the International Traffic in Arms Regulations ("ITAR") of the U.S. Department of State (collectively "Trade Control Laws").

All Suppliers shall control the disclosure of, and access to, controlled items or technical data provided by Surfacemode related to the performance of this Order in compliance with all applicable Trade Control Laws.

Supplier shall not transfer (to include transfer to foreign persons employed by Supplier, associated with Supplier, under contract to Supplier, or Supplier 's subsidiaries) any exportable controlled item, data or services, without providing advance notice to Surfacemode and obtaining the requisite export and/or import authority.

Subject to applicable Trade Control Laws, Supplier shall provide Surfacemode with the export control classification of any commodity or technology including software.

Supplier represents that it maintains effective export/import control compliance program in accordance with all applicable Trade Control Laws. A copy of process control documents and other documents reasonably requested by Surfacemode related to Supplier's compliance with applicable Trade Control Laws shall be made available to Surfacemode upon request.

Supplier shall promptly notify Surfacemode if Supplier is or becomes listed in any Denied Parties List or if Supplier's export privileges are otherwise denied, suspended or revoked in whole or in part by any Governmental entity.



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Supplier shall timely inform Surfacemode of any actual or alleged violations of any applicable Trade Control Laws, including any suits, actions, proceedings, notices, citations, inquiries, or other communications from any government agency concerning any actual or alleged violations in Supplier's performance under this Purchase Order and shall comply with all reasonable requests from Surfacemode for information regarding such violations.

6. Delivery.

No acts by Surfacemode, including without limitation modifications of this Purchase Order or acceptance of late deliveries, shall constitute a waiver of this provision.

Deliveries shall be made in the quantities, at the time, and to the location specified by Surfacemode. Supplier shall comply with the delivery schedule but shall not make material or production commitments in advance of such time as Supplier reasonably believes necessary to meet the schedule without prior written approval by Surfacemode.

Surfacemode reserves the right to refuse or return, at Supplier's risk and expense, shipments made in excess of Purchase Orders or in advance of required schedules, or to defer payment on advance deliveries until after scheduled delivery dates.

Surfacemode may change the date or destination of scheduled shipments or direct temporary suspension of scheduled shipment, none of which shall entitle Supplier to a modification of the price for goods or services covered by the Purchase Order. Freight method shall be according to the Purchase Order.

At the request of Surfacemode, schedule delays due to the Supplier will be minimized by express shipment with the cost difference at the Supplier's expense.



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7. Notice of Delay.

Supplier shall notify Surfacemode in writing immediately of any actual or potential delay to the performance of this Purchase Order, including all relevant information with respect thereto and a revised schedule. Neither receipt of such notice by Surfacemode nor the inclusion of this provision shall constitute a waiver of Surfacemode's rights and remedies hereunder.

8. Changes.

- A) Supplier may not substitute any goods for those goods described in the Purchase Order without the written consent of Surfacemode.
- B) Surfacemode, by written order, may suspend work or make changes from time to time in the services to be rendered or the goods to be supplied or the delivery date under this Purchase Order. If such suspension or changes cause an increase or decrease in the cost of performance of this Purchase Order or in the time required for its performance, an equitable adjustment shall be negotiated promptly, and the Purchase Order shall be modified in writing accordingly. Any claim by Supplier for adjustment under this clause must be asserted in writing within 15 days after Supplier's receipt of notice of the change or suspension of work. Nothing contained herein shall excuse Supplier from proceeding with this Purchase Order as changed pending resolution of any such adjustment.
- C) Information, advice, approvals, or instructions given by Surfacemode's technical or quality assurance personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect Surfacemode's and Supplier's rights and obligations hereunder unless set forth in a writing, which is signed by Surfacemode's purchasing representative and which states it constitutes an amendment or change to this Purchase Order.

9. Inspection.

- A) All goods and workmanship shall be subject to inspection and test at reasonable times and places by Surfacemode or Surfacemode's customer or both, before, during and after performance and delivery. If inspection and test are made on the premises of Supplier or Supplier's subcontractors, Supplier shall furnish without additional charge all reasonable facilities and assistance for the safety and convenience of the inspector(s) in the performance of their duty. Neither Surfacemode's inspection nor testing under this Section nor Surfacemode's failure to test or inspect shall relieve Supplier of any responsibility to perform according to the terms of this Purchase Order, nor constitute a waiver of any defects or nonconformities;
- B) All shipments and goods furnished under this Purchase Order will be subject to final inspection and acceptance by Surfacemode after receipt at destination,



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notwithstanding any payment or prior inspection. Surfacemode's acceptance or payment for nonconforming goods or services shall not relieve Supplier of responsibility for latent defects or limits or impairs;

- C) Any warranty or right of indemnity granted by Supplier under this Purchase Order or otherwise;
- D) Surfacemode's right to assert any legal or equitable remedy; and
- E) Notwithstanding any prior acceptance, Surfacemode, at Surfacemode's option, may reject or require prompt correction of any goods or services that are defective or fail to meet the requirements of this Purchase Order. In addition to any rights that Surfacemode may have at law or in equity, Surfacemode, at Surfacemode's Option, may require Supplier to repair, replace or adjust the purchase order price of rejected goods, or Surfacemode may accept any goods and upon discovery of nonconformance, may reject or keep and rework any such materials not conforming to this Purchase Order. Cost of rework, replacement, inspection, transportation, repackaging and re-inspection by Surfacemode shall be at Supplier's expense.

10. Protection of Information; Surfacemode's Property.

- A) Unless otherwise agreed in writing to the contrary, all specifications, information, data, drawings, software, and other items supplied to Surfacemode by Supplier shall be provided on a non-proprietary basis and may be used without restriction.
- B) Unless otherwise expressly agreed in writing to the contrary, all specifications, information, data, drawings, samples, software, materials, and other items which are supplied, disclosed, or paid for by Surfacemode, shall be and remain the property of Surfacemode, and Surfacemode shall have granted the right to enter Supplier's premises and remove any such property at any time without being liable for trespass for damages of any sort. Supplier shall maintain such property and shall assume the risk of, and be responsible for, any loss, destruction of or damage to such property while in Supplier's possession or control. Supplier shall promptly return all such property to Surfacemode on request or upon completion of this Purchase Order, in a condition as good as when received except for normal wear and tear. Supplier shall:
 - Maintain all such property as proprietary to Surfacemode and its customers;
 - Use such property only for purposes of providing goods or services to Surfacemode pursuant to this Purchase Order and for no other purpose;
 - Not disclose the use of such property to any third party without Surfacemode's express written consent;

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- Take all reasonable precautions to prevent the disclosure thereof to third parties.
- C) Material made in accordance with the specifications and drawings of Surfacemode's customers shall not be furnished or quoted by Supplier to any other person or concern without Surfacemode's prior written consent.



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11. Responsibility and Insurance.

Supplier shall be responsible for the actions and failure to act of all parties retained by, though, or under Supplier in connection with the performance of this Purchase Order. Supplier shall maintain general liability, property damage, employer's liability, workers' compensation and motor vehicle liability insurance as are specified in this Purchase Order, or if none are specified, in such amounts as will protect Supplier, its subcontractors, and Surfacemode from said risks and from any claims under any applicable workers' compensation, occupational disease, occupational safety and health and related statutes, including without limitation the Occupational Safety and Health Act. Notwithstanding, Supplier shall indemnify, defend, and hold Surfacemode harmless from and against all loss, damage, or expense whatsoever (including all costs and expenses including attorneys' fees) arising from or associated with:

- A) Claims which may be asserted against property covered herein, including without limitation any liens or any claims arising under workers' compensation or occupational disease and safety laws; and
- B) Claims for injury to persons or property arising out of or related to such property, unless the same are caused solely and directly by Surfacemode's negligence.

12. Counterfeit Work.

Counterfeit Work means product or material that is or contains unlawful or unauthorized reproductions, substitutions, or alterations that have been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used work represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

Suspect Counterfeit Work means product or material for which credible evidence (including but not limited to, visual inspection or testing) provides reasonable doubt that the work part is authentic.

Supplier shall not deliver Counterfeit Work or Suspect Counterfeit Work under this Purchase Order.

Supplier shall only purchase products to be delivered or incorporated as material to Surfacemode directly from an Original Component Manufacturer (OCM), Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distribution chain. Products or materials shall not be acquired from an independent distributor or broker unless Surfacemode has provided prior written approval.

Supplier shall immediately notify Surfacemode with the pertinent facts if Supplier becomes aware or suspects that it has furnished Counterfeit Work or Suspected Counterfeit Work. When



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requested by Surfacemode, Supplier shall provide OCM/OEM documentation that authenticates traceability of products or materials to the applicable OCM/OEM.

This Purchase Order provision applies in addition to any quality provision, specification, statement of work, or other provision provided in this Purchase Order addressing accuracy of work. To the extent that such provisions conflict with this clause, this clause shall prevail.

If Counterfeit Work or Suspected Counterfeit Work is delivered under this Purchase Order, Supplier shall at its own expense, promptly replace such Counterfeit Work or Suspected Counterfeit Work with genuine work conforming to the requirements of this Order.

Notwithstanding any other provision in this Purchase Order, Supplier shall be liable for all costs relating to the removal and replacement of Counterfeit Works or Suspected Counterfeit Works including without limitation Surfacemode's costs of removing Counterfeit Work, of installing replacement products or materials, of any testing necessitated by the re-installation of products or materials after replacement, and any fines or penalties assessed to Surfacemode as a result of the Counterfeit Work.

Supplier shall participate in monitoring the Government Industry Data Exchange Program (GIDEP) and shall act upon GIDEP reports which affect product or material delivered to Surfacemode. When Suspect Counterfeit Work or Counterfeit Work associated with this Order is discovered, the Supplier shall submit a GIDEP Report and shall ensure Suspect Counterfeit Work or Counterfeit Work are not delivered to Surfacemode.

Supplier shall include this clause in all lower tier subcontracts for the delivery of items that will be included or furnished as product or material to Surfacemode.

13. Infringement Indemnity.

- A) In lieu of any warranty by Surfacemode or Supplier against infringement, statutory or otherwise, it is agreed that Supplier shall defend, at its expense, any suit against Surfacemode or its customers based on a claim that any goods or services furnished under this Purchase Order or the normal use or sale thereof infringes any U.S. Letters, patent or copyright, and shall pay all costs and damages finally awarded in any such suit, provided that Supplier is notified in writing of the suit and given authority, information, and assistance at Supplier's expense for the defense of same. If the use or sale of said good or service is enjoined as a result of such suit, Supplier, at no expense to Surfacemode, shall obtain for Surfacemode and its customers the right to use and sell said good or service or shall substitute an equivalent item acceptable to Surfacemode and extend this patent indemnity thereto.
- B) Notwithstanding the foregoing paragraph, when this Purchase Order is performed under the Authorization and Consent of the U.S. Government to infringe U.S. Patents as noted in FAR 52.227-1, Supplier's liability for infringement of such Patents in such performance shall be limited to the extent of the obligation of Surfacemode to indemnify the U.S. Government.

14. Termination.



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For Surfacemode's own best interest, Surfacemode reserves the right to terminate this Order for Convenience, in whole or in part, by providing written notice of such termination to Supplier. If the Order is so terminated, the parties' duties and obligations, including Supplier's compensation, shall be equitably negotiated between Surfacemode and Supplier; if the parties are unable to reach an agreement, then the matter shall be a Dispute and resolved in accordance therewith. If the terminated Order is solely for services, Surfacemode shall be liable only for payment for services performed through the effective date of termination.

Surfacemode may, by written notice of default to the Supplier, terminate the whole or any part of this Order in anyone of the following circumstances:

- A) If Supplier fails to make progress in the work so as to endanger performance; or
- B) If Supplier fails to perform any of the other provisions of this Purchase Order in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as Surfacemode may authorize in writing) after receipt of notice from the Surfacemode specifying such failure; or
- C) Supplier becomes insolvent or the subject of proceedings under any law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay its debts when they become due.
- D) Force Majeure: Supplier shall not be liable for damages resulting from default due to causes beyond the Supplier's control and without Supplier's fault or negligence in accordance with FAR Clause 52.249-14 "Excusable Delays" provided however, that if Supplier's default is caused by the default of a subcontractor or supplier, such default must arise out of causes beyond the control of both Supplier and subcontractor or supplier, and without the fault or negligence of either of them and, provided further, the supplies or services to be furnished by the subcontractor or supplier were not obtainable from other sources.

14 Stop-Work Order

Surfacemode may, at any time, by written notice to Supplier, require Supplier to stop all or part of the work or delivery of supplies called for by this Purchase Order for a period of up to 90 days and for any additional agreed period ("Time Period"). Upon receiving such notice, Supplier shall immediately comply with its term and take all reasonable steps to avoid incurring any additional costs associated with the stopped work during the Time Period. Surfacemode will, prior to the end of the Time Period, either cancel the Stop Work Order or terminate this Purchase Order in whole or in part as permitted by this Purchase Order. If a Stop Work Order is issued, Surfacemode shall modify the delivery schedule and/or price in this Purchase Order as Surfacemode deems equitable under the circumstances, provided Supplier requests such change within 15 days of the end of the Time Period.



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15 Compliance with Law

Supplier shall comply with all applicable Federal, State, County and Municipal laws or ordinances which in any manner affect the work to be performed by this Purchase Order. Supplier shall require all of its representatives, agents and employees to observe and comply with said laws and ordinances and shall indemnify and hold Surfacemode harmless for all claims, damages and expenses arising from or based on the violation of any such law or ordinance by Supplier or its representatives, agents or employees.



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16. Applicable Law (Jurisdiction)

The validity, construction, and interpretation of this Purchase Order, and the rights and duties of the parties to this transaction, shall be governed by the laws of the State of California. The courts located in the State of California, San Diego County shall have exclusive jurisdiction of all matters arising under this Purchase Order, and each party hereby consents to the jurisdiction of such courts. The invalidity of one provision of this Purchase Order shall not affect the validity of any other provision. To the extent that the laws, rules, and regulations for U.S. Government procurement apply, then the laws commonly referred to as U.S. Government contract law shall apply.

17. Retention of Records

Unless a longer period is specified in this Purchase Order or by law or regulation, Supplier shall retain all records related to this Contract for four (4) years from the date of final payment received by Supplier. Records related to this Purchase Order include, but are not limited to, financial, proposal, procurement, specifications, production, inspection, test, quality, shipping, maintenance, export, certification records, and all records that contribute to product conformity and safety. At no additional cost, Supplier shall timely provide access to such records to the U.S. Government and/or Surfacemode upon request.

18. Responsible Supply Chain Management

The Supplier recognizes its operations and activities have social, economic, and environmental impacts across its value chain, in wider society and the environment in general. A responsible supply chain management approach applies to all the supply chain activities and represents a journey of continuous improvement towards creating an economically, socially, and environmentally responsible and sustainable supply chain.

A) Ethics

(1) Gratuities/Kickbacks: Supplier represents and warrants that Supplier, its affiliates, and their respective directors, officers, employees, agents, and any other persons associated with or acting on behalf of Supplier directly or indirectly, shall not, with regard to any aspect of Supplier's performance under this Contract: (i) violate any provisions of the Foreign Corrupt Practices Acts of the United States; (ii) violate any applicable anti-bribery or anti- corruption law or regulation enacted in any jurisdiction, whether in connection with or arising from the OECD Convention Combating Bribery of Foreign Public Officials in International Business Transactions or otherwise; or (iii) make, or offer to make, promise to make or authorize the payment of or giving of, directly or indirectly, any bribe, rebate, payoff, influence payment, facilitation payment, kickback or other unlawful payment or gift of money, or anything of value prohibited under any applicable law or regulation (any such payment, a "Prohibited Payment"). Supplier further agrees not to make or authorize the making of any gift or payment to any third person if Supplier knows or has reason to suspect that all or any portions of such gift or payment will be



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used for any Prohibited Payment. By accepting this Purchase Order, Supplier certifies and represents that it has not made or solicited and will not make or solicit kickbacks in violation of FAR 52.203-7 or the Anti-Kickback Act of 1986 (41 USC 51-58), both of which are incorporated herein by this specific reference, except that paragraph (c)(1) of FAR 52.203-7 shall not apply.

- (2) Basic Working Conditions and Human Rights. Supplier represents and warrants that it provides a safe and secure working environment and protects and advances basic human rights in its worldwide operations.
- (3) Supplier represents and warrants that it will comply with Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and to use commercially reasonable efforts to i) identify whether such Work contain tantalum, tin, tungsten or gold; ii) conduct a reasonable country of origin inquiry regarding the origin of such minerals in such Work; iii) determine whether such minerals originated in Covered Countries, as defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act; and iv) If such minerals originated in Covered Countries, conduct due diligence on the chain of custody of the source of such minerals; and v) assist Supplier in conducting due diligence concerning the smelters of such minerals. Supplier shall promptly notify Surfacemode of all such findings, identifying all such Work in sufficient detail as Supplier may reasonably request to allow Surfacemode to meet its customer commitments. Supplier shall include the substance of this in any agreement between Supplier and its lower tier suppliers and provide Surfacemode with reasonable documentation of Suppliers's and its lower tier suppliers due diligence efforts.
- (b) Environmental Health and Safety Performance. Supplier acknowledges and accepts full responsibility to maintain an environment, health and safety management system ("EMS") appropriate for its business throughout the performance of this Purchase Order.
- (c) Community:
- (1) Small Business Concerns: Supplier agrees to actively seek out and provide the maximum practicable opportunities for small businesses, small disadvantaged businesses, women-owned small businesses, minority business enterprises, historically black colleges and universities and minority institutions, Historically Underutilized Business Zone small business concerns and U.S. Veteran and Service-Disabled Veteran Owned small business concerns to participate in its subcontracts.

19. Additional Terms and Conditions

Certain Government terms and conditions shall apply, as applicable by their terms, if a Government contract number is stated on the face of this Purchase Order. These terms and conditions will be those in effect in the Government Prime contract as of the date of the Purchase Order. Applicable prime contract flow down clauses will be incorporated as part of the Purchase Order and shall be flowed down to any lower tier subcontractors or supplier as



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appropriate. In all such clauses, unless the context of the clause requires otherwise, the term "Contractor" shall mean Supplier, the term "Contract" shall mean this Purchase Order, and the terms "Government," "Contracting Officer" and equivalent phrases shall mean Surfacemode and its Authorized Procurement Representative, respectively. It is intended that the referenced clauses shall apply to Supplier in such manner as is necessary to reflect the position of Supplier as a subcontractor to Surfacemode, to ensure Supplier's obligations to Surfacemode and to Surfacemode's Customer, and to enable Surfacemode to meet its obligations under its contract.

20. Supplier Performance Monitoring

Surfacemode will monitor all suppliers' performance by evaluating On-Time Delivery rate and Product Quality Defect rate. When either one of these metrics are at risk of being met by the supplier, contact your Surfacemode POC to negotiate a revised due date.

If and when other metrics may be applied as necessary, these will be communicated through individual purchase orders or email when needed.

21. Other Requirements

Additional requirements shall be detailed on purchase orders as appropriate; these shall include Surfacemodes approval of:

- Methods, processes, and equipment
- The release of products and services.
- Competence, including any required qualification of personnel
- The supplier's interactions with Surfacemode
- Special requirements, critical items, or key characteristics
- Test, inspection, and verification of processes
- Use of statistical techniques for product acceptance
- Use of Surfacemodes approved external providers. Including process sources.
- Ensuring that personnel are aware of their contribution to product/service conformity.
- Contribution to product safety.
- Importance of ethical behavior.



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