



**Terms and Conditions  
to  
Honeybee Robotics, Ltd.  
Purchase Order**

The following Terms and Conditions are hereby incorporated into Honeybee Robotics, Ltd. Purchase Order by this reference:

1. **GENERAL AND ACCEPTANCE** – This Purchase Order (“Order” or “Agreement”) constitutes the entire agreement between the supplier or seller named on the face hereof (“Seller”) and Honeybee Robotics, Ltd. (“HBR” or “Buyer”) covering the goods (the “Goods”) and/or services described herein (collectively, the “Work”). Seller’s acknowledgement, delivery of goods, or commencement of performance of services shall constitute acceptance by Seller of the conditions set forth below and on the face of this order. Buyer objects to any additional terms stated in Seller’s acceptance. Seller’s acceptance must be limited to the terms and conditions stated herein without any modification, addition or alteration. No terms or conditions in any sales form issued by the Seller shall bind the Buyer or constitute a variance, modification, alteration or addition to any of the terms, conditions, and provisions in this Order or be a waiver or exception thereto unless specifically agreed to in writing by an authorized agent of Buyer. Seller’s acceptance of this order creates a binding order between Seller and Buyer (“this order”), which shall be governed by these terms and conditions.

2. **EQUAL EMPLOYMENT** – In performance of the work hereunder, Seller shall comply with all equal employment requirements including Executive Order (E.O.) 11246, as amended, with 41 CFR60, and with E.O. 11578 and Section

503 of the Rehabilitation Act of 1973, as amended and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, (38 USC 4212) as amended and regulations promulgated there under and E.O. 13201 (29CFR Part 470), Notification of Employee Rights Concerning Payment of Union Dues or Fees.

3. APPLICABLE LAW – The validity, performance and construction of this order shall be governed by the laws of the state shown in Buyer's address on this order.

4. ASSIGNMENT – Seller shall not assign this order or any rights under this order without the prior written consent of Buyer, and no purported assignment by Seller shall be binding on Buyer without such consent.

5. COMPLETE AGREEMENT – This order and any supplemental sheets and riders annexed by Buyer, contains the complete and entire agreement between the parties and supersedes any previous communications, representations or agreements, whether oral or written with respect to the subject matter of this order.

6. COMPLIANCE WITH APPLICABLE LAWS – Seller warrants that in course of performing its obligations under this Agreement, it shall comply with all applicable state and federal laws and regulations. Each party hereby agrees to be responsible for the actions and omissions of its respective agents and employees undertaken in the performance of this Agreement.

7. CHANGES – Buyer may at any time, by written Purchase Order Change, suspend performance in whole or in part, make changes in drawings, designs, specifications, method of shipment or packing, or time or place of delivery or require additional or diminished work. If any such change causes an increase or decrease in the cost of, or the time required for performance of this order, an equitable adjustment shall be made in the contract price or delivery dates or both, and this order shall be modified in writing accordingly. Any claim for adjustment under this Article shall conclusively be deemed to be waived unless asserted in writing (including the amount of the claim) and delivered to Buyer within thirty (30) days from the date of receipt by Seller of the Change Order. If the cost of property made obsolete or excess as a result of a change is paid by Buyer, Buyer may prescribe the manner of disposition of such property. Buyer's engineering and technical personnel may from time to time render assistance to Seller concerning the items or services to be furnished pursuant to this order, but such personnel are not authorized to change the items ordered or the provisions of this order. No Change Order will be binding on Buyer unless issued by an authorized representative of Buyer's Purchasing office. Nothing in this Article shall excuse Seller from proceeding with the Purchase Order as changed. Seller (subtier

supplier) must notify Buyer (subcontractor) of any proposed changes to subcontractor-approved design, parts, materials, or fabrication methods or processes, and to obtain subcontractor approval prior to change incorporation. Seller (subtier supplier) must immediately notify the Buyer (subcontractor) of a change in manufacturing or processing facility location.

8. INVOICING – After each shipment made under this order, Seller shall send a separate invoice to ap@honeybeerobotics.com, including Buyer's Purchase Order and part numbers (if applicable). Payment of invoice shall not constitute acceptance of items ordered and shall be subject to appropriate adjustment for failure of Seller to meet the requirements of this order.

9. LIABILITY FOR INJURY – Seller shall indemnify Buyer against loss and liability for all personal injury and property damage caused by items furnished or services performed by Seller pursuant to this order, whether performed on the premises of Seller or Buyer or elsewhere. Seller shall carry and maintain insurance coverage's satisfactory to Buyer to cover the above, and upon Buyer's request, shall furnish to Buyer appropriate evidence of such insurance.

10. LIEN WAVERS – Seller shall furnish, upon Buyer's request, waivers by Seller and all other persons entitled to assert any lien rights in connection with the performance of this order.

11. MATERIALS AND TOOLS – If Buyer furnishes Seller material or equipment (such as special dies, molds, jigs, tools, test equipment, etc.) or pays for such material or equipment, title thereto shall remain or vest in Buyer, and Seller shall indemnify, maintain and preserve such material and equipment and shall dispose of it (including scrap) in accordance with Buyer's direction.

12. NOTICE OF LABOR DISPUTES – Whenever an actual or potential labor dispute is delaying or threatens to delay the timely performance of this order, Seller shall immediately notify Buyer in writing of all relevant information with respect to such dispute.

13. PRICE AND DELIVERY – Seller shall furnish the items called for by this order in accordance with the prices and delivery stated on the face of this order. If prices and/or delivery dates are not stated, Seller shall offer its lowest prices or best delivery dates, both of which shall be subject to written acceptance by Buyer. All prices include all applicable taxes, except sales tax which is separately shown where applicable. Seller warrants that the prices charged for the items covered by this order will be as low as the lowest prices charged by the Seller to any other customers purchasing similar items in the same or lesser quantities and under like circumstances. Buyer may return or store at Seller's expense any

items delivered more than five days in advance of the delivery date specified for such items.

14. TERMINATION – This Agreement may be terminated by either party prior to the expiration of the term agreed upon for any reason upon the provision of thirty days written notice to the other party. In the event of termination of this Agreement by the Seller as set forth in this paragraph above, the Seller shall deliver all such information and items which, if the Agreement had been completed, would have been required to be delivered to HBR including, but not limited to, partially completed plans, drawings, data, documents, surveys, maps, reports and models. In the event of termination of this Agreement by HBR as set forth in this paragraph above, HBR shall be responsible for payment of all uncancellable obligations incurred by the Seller prior to its receipt of notice of termination.

15. WARRANTIES – In addition to any other express or implied warranties, Seller warrants that items furnished pursuant to this order will be (i) free from defects in workmanship and material, (ii) free from defects except to the extent that such items comply with detailed designs provided by Buyer, (iii) suitable for the purposes, if any, which are stated on the face of this order and (iv) in conformity with all other requirements of this order. In addition to any other rights Buyer may have, if items delivered pursuant to this order are found, within one year after acceptance not to be as warranted, Buyer may return such items to Seller, at Seller's expense, for correction, replacement or credit, as Buyer may direct. Any items corrected or furnished in replacement shall also be subject to all the provisions of this Article to the same extent as items initially furnished.