


Hard Copies of this document will expire 1 day from: **January 25, 2024**


 HONEYBEE ROBOTICS	TITLE: <b>Purchase Order Terms and Conditions</b>	DOC NO. <b>HBRPUR-01</b>	
	SECTION: <b>Supply Chain</b>	REV. <b>B</b>	Page <b>1</b> of <b>26</b>
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## Revision Log

Revision	Date	Description
IR	08/12/2020	Initial Release
A	01/09/2022	All Section Updated
B	01/02/2024	Added Section 3.D, 6.E, 11.C, 12, 13, 14, 17, 18, 19, 20, 23.E, 29, 34.B & 34.P Updated Section 7, 11.A & 11.B

*THIS DOCUMENT SHALL NOT BE DISCLOSED, REPRODUCED IN WHOLE OR IN PART, OR USED BY ANYONE OTHER THAN HONEYBEE ROBOTICS WITHOUT ITS PRIOR WRITTEN CONSENT. THIS RESTRICTION DOES NOT APPLY TO OR PURPORT TO LIMIT THE RIGHT TO USE INFORMATION OBTAINED LAWFULLY FROM SOURCES OTHER THAN HONEYBEE ROBOTICS.*


CONTROLLED ID NO. (if applicable):

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UNCONTROLLED

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## 1. Contract Formation


Supplier will be deemed to have accepted all provisions of this Purchase Order (and thus forming a contract) upon the first of the following to occur: (i) Supplier's signing and returning a copy of this Purchase Order to Honeybee Robotics; (ii) Supplier beginning to perform the work called for by this Purchase Order (including shipping of the Products to Honeybee Robotics); or (iii) Supplier's acknowledgement of this Purchase Order by electronic means or otherwise. Written acknowledgment is requested within three (3) business days of receipt of order. If this Purchase Order is rated under the DPAS, Supplier must sign and return a copy of this Purchase Order either electronically or physically. If this Purchase Order supports the U.S. Government as a DX or DO rated order and exceeds \$125,000, Supplier must sign and return a copy of this Purchase Order within the timeframe required by the DPAS regulations.

## 2. Contract Direction

- A. Procurement Representative.** The Procurement Representative is the only person with authority to modify the terms of this Purchase Order.
- B. Technical Personnel.** Occasionally, Honeybee Robotics' engineering and technical personnel may provide assistance or technical advice, or exchange information with Supplier's personnel concerning this Purchase Order. Such actions will not be deemed a change under the "Changes clause" of this Purchase Order and will not provide a basis for an equitable adjustment. If Supplier is in doubt as to whether it has received direction it is obligated to follow, it must promptly confirm with the Procurement Representative in writing whether a change was intended. If Supplier proceeds absent express direction from the Procurement Representative, Supplier waives any right to request an equitable adjustment and is at risk of noncompliance with the requirements of this Purchase Order.

## 3. Changes

- A. Written Notice.** The Procurement Representative may at any time, by written notice to Supplier, and without notice to sureties or assignees, make changes and give contract direction within the general scope of this Purchase Order to any one or more of the following: (i) drawings, designs, or specifications; (ii) method of shipping or packing; (iii) place of inspection, acceptance, or point of delivery; (iv) property furnished by Honeybee Robotics or its customer; (v) time or place of performance; (vi) quantity; (vii) delivery schedule; and (viii) terms and conditions required to meet Honeybee Robotics' obligation


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under its customer contracts including, but not limited to, any mandatory flow-down clauses.

- B. Equitable Adjustment.** If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of this Purchase Order, Honeybee Robotics will make an equitable adjustment in the price or delivery schedule and modify this Purchase Order accordingly. Honeybee Robotics may request a detailed schedule analysis or claim demonstrating seller's entitlement to an adjustment.
- C. Claim.** Supplier waives a claim for an equitable adjustment under this section unless it submits such claim in writing to Honeybee Robotics within fifteen (15) business days from the date of the notice of the change.
- D. Stop Work.** Upon receipt of written notice from a Procurement Representative, Supplier shall immediately stop performance under any designated Purchase Order for up to one hundred eighty (180) days, or for such longer period of time as the Parties may agree and shall take all reasonable steps to promptly minimize the incurrence of all costs allocable to such designated Purchase Order during the period of stoppage. Prior to the end of the stoppage, Honeybee Robotics shall either issue written notice to Supplier to resume performance or terminate some or all of the designated Purchase Order or portions thereof. Equitable adjustment shall be made to the price, delivery schedule, performance schedule, or other provisions affected by the stoppage, if applicable, provided that the claim for equitable adjustment is made by Supplier within thirty (30) calendar days after date of notice to resume performance, unless Honeybee Robotics agrees in writing to a longer period.
- E. Disputed Claim.** Failure to agree to any equitable adjustment will be resolved in accordance with the "Disputes" section of this Purchase Order. However, nothing contained in this section will excuse Supplier from proceeding immediately in the performance of this Purchase Order as changed.

#### 4. Supplier Forms


Either party may use its standard business forms to administer Purchase Orders, but use of such forms is for the parties' convenience only and does not alter the provisions of this Purchase Order. The terms set forth in this Purchase Order take precedence over any alternative terms in any other document connected with this transaction, unless such alternative terms are part of a written agreement mutually negotiated and executed by the parties and that agreement expressly states that its terms will take precedence over these terms in the event of a conflict. HONEYBEE ROBOTICS

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WILL NOT BE BOUND BY, AND SPECIFICALLY OBJECTS TO, ANY PROVISION THAT IS DIFFERENT FROM OR IN ADDITION TO THE PROVISIONS OF THIS PURCHASE ORDER (WHETHER PROFFERED BY SUPPLIER VERBALLY OR IN ANY QUOTATION, INVOICE, SHIPPING DOCUMENT, ACCEPTANCE, CONFIRMATION, CORRESPONDENCE, OR OTHERWISE), UNLESS SUCH PROVISION IS SPECIFICALLY AGREED TO IN WRITING AND SIGNED BY HONEYBEE ROBOTICS.

## 5. Price and Payment

- A. Price.** Prices are firm and are not subject to increases or additional charges for any reason. The Seller warrants that the prices for the Products sold to Honeybee Robotics under the Order are no less favorable than those currently extended to any other customer of Seller for comparable or like Products in equal order lesser quantities. In the event Seller reduces its price for such Products during the term of an Order, Seller agrees to reduce the prices under any Order accordingly and credit the difference to Honeybee Robotics.
- B. Payment Timing.** Honeybee Robotics will make payment within 45 days after the later of: (i) Honeybee Robotics' receipt of Supplier's correct invoice in conformance with the invoicing requirements of this Purchase Order; or (ii) Honeybee Robotics' final acceptance of the Products.
- C. Payment Agent.** Supplier consents to Honeybee Robotics' use of a third-party payment agent (if applicable, as listed on this Purchase Order) to make payments to Supplier on behalf of Honeybee Robotics under this Purchase Order. Supplier agrees that Honeybee Robotics' use of a payment agent does not constitute an assignment or assumption of any Honeybee Robotics obligation, responsibility, or liability under this Purchase Order, nor does it create any contractual relationship between Honeybee Robotics' payment agent and Supplier. Supplier will direct all invoices related to this Purchase Order to Honeybee Robotics (not the payment agent).
- D. Taxes.** Unless prohibited by law or otherwise Specified, Supplier will pay and has included in the price of any amounts payable under this Purchase Order any federal, state, or local tax; transportation tax; or other tax which is required to be imposed upon the items ordered hereunder, or by reason of their sale or delivery, except for applicable sales and use taxes that are listed separately on Supplier's invoice. Prices will not include any taxes, duties, tariffs, or similar fees for which Honeybee Robotics has furnished a valid exemption certificate or other evidence of exemption.
- E. Setoff.** Honeybee Robotics shall have a right to withhold, setoff, or recoup under any

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payments or credits due or at issue under this Purchase Order.

## 6. Invoicing

- A. Detail.** All invoices must include the following data elements required for timely receipt and payment without error and matching this Purchase Order: (i) Supplier legal entity name; (ii) invoice number; (iii) invoice date and date of service/delivery of Products; (iv) invoice payment terms; (v) Purchase Order number; (vi) Purchase Order line item number; (vii) line item description of the good, service, tax, or reimbursable expense incurred during the applicable invoicing period; (viii) quantity invoiced or, if applicable, an itemization of time (e.g., daily time cards) spent by Supplier and its permitted subcontractors in performance of services and, if applicable, an itemization of any reimbursable expenses including shipping and handling charges; (ix) unit of measure; (x) unit price; (xi) line item extended total price; (xii) total invoice amount; (xiii) Supplier's packing slip number and lot/serial number(s); (xiv) Supplier contact name, email address, and phone number; (xv) Procurement Representative contact name, email address, and phone number, and if required; (xvi) name and address for remittal of payment; (xvii) customer legal entity name; (xviii) ship-to address (or service address); and (xix) applicable taxes. Additional required data elements may be identified and included in other instructions in this Purchase Order. Any deviation to this requirement must be approved by the Procurement Representative in writing in advance of shipment or invoice submittal. Failure to adhere to this clause may delay receipt or result in rejection of items shipped or delay in payment of invoices.
- B. Method.** Supplier must deliver invoices in accordance with the instructions provided in the Purchase Order.
- C. Audit.** Honeybee Robotics may audit, or cause to be made such audit, of the invoices and substantiating information at any time or times prior to final payment under this Purchase Order. Each payment made by Honeybee Robotics will be subject to reduction to the extent of amounts that are found by Honeybee Robotics not to have been properly payable and will be subject to reduction for overpayments or to increases for underpayments on preceding invoices.

## 7. Timely Performance

Time is of the essence in Supplier's performance under this Purchase Order. Supplier will deliver to Honeybee Robotics at the Specified destination no later than the Specified delivery date. If

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Seller's deliveries fail to meet specified delivery schedules, Honeybee Robotics, without limiting its other rights or remedies, may either direct expedited routing or charge excess costs including cover and any incidentals incurred thereby to Seller or cancel all or part of the Order without cost to Honeybee Robotics and/or receive a credit (which may be used, at Honeybee Robotics' sole election, to set off and reduce amounts due under the current or any future Order) equal to three percent (3%) of the total payments due under the Order if the delivery is thirty (30) calendar days or more late, with an additional three percent (3%) discount for each additional thirty (30) calendar days during which Seller has not fully and timely satisfied the delivery requirements under the Order. Supplier will not be liable for delays to the extent caused by Honeybee Robotics' negligent actions or omissions that cannot be reasonably avoided by Supplier, provided that Supplier gives Honeybee Robotics prompt written notice of the delay and takes commercially reasonable measures to mitigate the delay.

## 8. Title and Risk of Loss

### *Applicable if Product Includes the Delivery of Goods*

Title to Products furnished under this Purchase Order will pass to Honeybee Robotics upon final acceptance by Honeybee Robotics, regardless of when or where Honeybee Robotics takes physical possession, unless this Purchase Order specifically provides for earlier passage of title.


- A. Unless this Purchase Order specifically provides otherwise, risk of loss or damage to Products will remain with Supplier, and will not pass to Honeybee Robotics, until: (i) delivery of the Products to a carrier, if transportation is Free on Board origin; or, (ii) delivery of the Products to Honeybee Robotics at the Specified destination, if transportation is Free on Board destination.
- B. The risk of loss or damage to Products that Honeybee Robotics has a right to reject remains with Supplier until final acceptance or until all non-conformances are cured.

## 9. Packing and Shipping

### *Applicable if Product Includes the Delivery of Goods*

- A. Seller shall pack and mark all Products in compliance with good commercial practice in a manner that will prevent damage to or deterioration of the Products during transit. Further if specified, Supplier will comply with packaging requirements specified in the Order or Quality Requirements (e.g., no Pink Poly). No separate or additional charge is payable by Honeybee Robotics for containers, crating, boxing, bundling, dunnage,




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drayage or storage unless specifically stated in the Order. Seller shall reimburse any expense incurred by Honeybee Robotics as a result of improper packaging, packing, or marking. Supplier will comply with Honeybee Robotics' written shipping instructions provided in connection with this Purchase Order.

- B.** Supplier will enclose a complete packing list with all shipments. Supplier will mark containers or packages with necessary lifting, loading, and shipping information, including Honeybee Robotics Purchase Order number, item number, dates of shipment, and the names and addresses of consignor and consignee. Bills of lading must include this Purchase Order number.
- C.** Unless otherwise Specified, all shipments will be delivered Free on Board destination (place of destination, as described in the Uniform Commercial Code Section 2- 319). In the event of shipping to the incorrect Honeybee Robotics' location, Seller shall pay for transfer of the shipment.

## 10. Acceptance and Rejection

- A.** Neither receipt nor payment shall constitute final acceptance. Honeybee Robotics will accept Product within a reasonable time after delivery (not to exceed 90 days) to the Specified destination. Honeybee Robotics will not be obligated to accept substitutions, untimely deliveries, deliveries in quantities other than those ordered by Honeybee Robotics or deliveries of Product failing to conform to Honeybee Robotics' specifications or Supplier's warranties described in this Purchase Order. Honeybee Robotics will not accept any delivery received 30 days or more prior to the delivery schedule of this Purchase Order without prior written approval. Acceptance by Honeybee Robotics of substitutions, untimely deliveries, partial deliveries or non-conforming Product will not constitute a waiver of the delivery schedule or other requirements of this Purchase Order. Honeybee Robotics' inspection, failure to inspect, or failure to discover any defect will not relieve Supplier of any obligation hereunder or impair Honeybee Robotics' rights or remedies at law or in equity.
- B.** If Supplier delivers non-conforming Product, Honeybee Robotics may (i) accept all or part of such Product; (ii) return the Product for credit or refund; (iii) require Supplier to promptly correct or replace the Product; (iv) correct, or have a third party correct, the Product; or (v) perform, or have a third party perform, replacement Product.
- C.** Supplier will not redeliver corrected or rejected Product without disclosing the corrective action taken. In the event non-conforming Product is re-delivered subsequent to corrective


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action, Honeybee Robotics may require Supplier, at Supplier's expense, to include an inspection report from a third-party inspector acceptable to Honeybee Robotics with any subsequent redelivery.

## 11. Warranty

*Applicable if Product Includes the Delivery of Goods*

- A.** Supplier warrants that all goods furnished under this Purchase Order will conform to all specifications and requirements of this Purchase Order and will be free from defects in materials and workmanship. Seller shall use an adequate number of qualified individuals who possess the requisite training, education, licensing, experience and skill to perform its obligations hereunder. All deliverables provided shall be free from defects, errors and deficiencies and fit for the purposes and uses intended by Honeybee Robotics. If at any time Honeybee Robotics notifies Seller that any such equipment, material, article or workmanship fails to meet the foregoing standards, Seller shall, at its expense, promptly take all remedial steps required to meet those standards. To the extent goods are not manufactured pursuant to detailed designs and specifications furnished by Honeybee Robotics, Supplier warrants that the goods will be free from design and specification defects.
- B.** This warranty will begin after final acceptance by Honeybee Robotics and will extend for a period of: (i) the manufacturer's warranty period or 12 months, whichever is longer, if Supplier is not the manufacturer and has not modified the goods; or (ii) four years or the manufacturer's warranty period, whichever is longer if Supplier is the manufacturer of the goods or has modified them. Honeybee Robotics will give written notice to Supplier of any warranted defect or nonconformance of goods. Honeybee Robotics, at its option, may require Supplier to promptly correct or replace warranted goods at no expense to Honeybee Robotics. If correction or replacement by Supplier is not timely, Honeybee Robotics may, at Supplier's expense, return the goods to Supplier, correct or replace the goods, or have a third party correct or replace the goods. Supplier will comply with Honeybee Robotics' direction under this provision. If it is later determined that Supplier did not breach this warranty, the parties will equitably adjust the price. In addition to the costs of repairing, replacing or correcting nonconforming goods, Seller is responsible for all related costs, expenses and damages including, but not limited to, the costs of removal, disassembly, failure analysis, fault isolation, reinstallation, re-inspection and retrofit of the nonconforming goods or of Honeybee Robotics' or its customers' affected end-product(s); all freight charges; all customer charges and/or penalties; inventory carrying costs and all corrective action costs (i.e., costs of additional inspection or quality control systems).

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Unless set off by Honeybee Robotics, Seller will reimburse Honeybee Robotics for all such costs upon receipt of Honeybee Robotics' invoice.

- C. None of the remedies available to Honeybee Robotics for the breach of any of the foregoing warranties may be limited except to the extent and in the manner agreed upon by Honeybee Robotics in a separate agreement specifically designating such limitation and signed by an authorized representative of Honeybee Robotics. Honeybee Robotics' inspection and/or acceptance of and payment for goods and services shall not constitute a waiver by it of any warranties. Honeybee Robotics' approval of any sample or acceptance of any goods shall not relieve Seller from responsibility to deliver goods and to perform service conforming to specifications, drawings, and descriptions.

## 12. Recall


Seller is liable for all costs or damages associated with any voluntary or involuntary recall of defective or potentially defective goods or any products containing or incorporating such goods including, but not limited to, recalls by a customer, regulatory agency or in accordance with applicable laws or regulations. Seller will be solely responsible for administering any recall or will fully participate in the administration of any recall conducted by Buyer or its customer in relation to Seller's Goods as Buyer may so direct. Buyer may charge the Seller all expenses of unpacking, repacking and reshipping such Goods. Each party will cooperate in making available records and other information reasonably required by the other party in connection with any recall. This section will survive any termination or expiration of this Order and apply for at least the same duration as Buyer's obligation to its customer(s).

## 13. Quality Requirements

Quality Clause Group 0 applies to all Purchase Orders unless a different Quality Clause Group is identified on the Purchase Order. For the latest Quality Requirements <https://www.honeybeerobotics.com/working-with-us/for-suppliers/>.

## 14. Counterfeit Product


- A. Supplier will not deliver Counterfeit Product to Honeybee Robotics under this Agreement. Supplier will only purchase Product for the Agreement directly from the OEM or through an OEM authorized distributor chain. Product shall not be acquired from independent distributors or brokers unless approved in advance in writing by Honeybee Robotics.

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- B. Supplier shall notify Honeybee Robotics if Supplier becomes aware or suspects that it has furnished Counterfeit Product. When requested by Honeybee Robotics, Supplier shall provide OEM documentation that authenticates traceability of the affected Product to the applicable OEM. In the event of Counterfeit Product, Supplier shall, at its expense, replace such Counterfeit Product with genuine Product conforming to the requirements of the Agreement.
- C. Notwithstanding any other provision in the Agreement, Supplier shall be liable for all costs relating to the removal and replacement of Counterfeit Product, including without limitation Honeybee Robotics' costs of removing Counterfeit Product, of installing replacement Product and of any testing necessitated by the reinstallation of the Product after Counterfeit Product has been replaced.
- D. This Section 14 applies in addition to any quality provision, specification, statement of work or other provision included in this Agreement addressing the authenticity of Product. To the extent such provisions conflict with this Section 14, this clause prevails.

## 15. Defense and Indemnity

Supplier will defend, indemnify, and hold harmless Honeybee Robotics, its officers, directors, affiliates, subsidiaries, employees, agents, customers, and assigns from and against any allegation, claim, suit action, proceeding, damages, losses, settlement, cost, expense, and any other liability (including, but not limited to, reasonable attorney fees) arising out of, related to, or resulting from: (i) actual or alleged infringement of any patent or copyright, or misappropriation of trade secret from the design, manufacture, possession, ownership, use, sale, or transfer of the Products; (ii) an actual or alleged breach of any of Supplier's representations, warranties, or other obligations under this Purchase Order; or (iii) any act or omission of Supplier or its employees, agents, affiliates, contractors, or subcontractors, except to the extent caused by the gross negligence or willful misconduct of Honeybee Robotics as determined by a final, non-appealable order of a court having jurisdiction. Supplier's duty to defend is independent of its duty to indemnify. Supplier's obligations under this Section 15 are independent of any other obligation of Honeybee Robotics under this Purchase Order. Supplier's obligations under this Section 15 will survive Honeybee Robotics' acceptance of and payment for the Products. If an alleged claim of infringement or misappropriation is made, Supplier will procure for Honeybee Robotics, and Honeybee Robotics' customers, the rights to continue using the Products, modify them in a manner acceptable to Honeybee Robotics to remove the claim, or with the written approval of Honeybee Robotics, replace the Products with a non-infringing one or remove the Products and refund the purchase price.

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## 16. Insurance


Supplier will obtain and maintain for the greater duration of: (i) this Purchase Order; (ii) the warranties contained herein; or (iii) for the full period of repose under applicable law at its sole expense the following types of insurance policies with the minimum limits identified as follows:

Commercial general liability insurance, including contractual liability, cross liability, products and completed operations, and personal and advertising injury, with limits not less than \$2,000,000 per occurrence combined single limit insuring against claims for bodily injury and property damage Supplier assumes under this Purchase Order;
Business auto liability insurance with limits not less than \$1,000,000 per accident covering owned, hired, or non-owned vehicles;
Workers' compensation insurance with statutory limits as required by law under the jurisdiction where the work under this Purchase Order is performed; and
Employers' liability insurance with limits not less than \$1,000,000 covering injury, illness, or death.

Such insurance will be primary to any insurance that may be carried by Honeybee Robotics and ensure that Supplier's insurers waive their rights of subrogation in favor of Honeybee Robotics, and name Honeybee Robotics, its affiliates, officers, directors, employees, and contractors of any tier (other than Supplier) as additional insureds. Insurance required herein will not be cancelled or materially altered without prior notification to Honeybee Robotics, as per each policy's notification provisions. Upon acceptance of this Purchase Order, Supplier will provide Honeybee Robotics with certificate(s) of insurance, identifying additional insureds as Specified above, and other supporting documentation as Honeybee Robotics reasonably may request to evidence Supplier's continuing compliance with the preceding sentence. Honeybee Robotics' acceptance of any of Supplier's insurance will not relieve Supplier of any obligations in this Purchase Order including, but not limited to, its defense and indemnity, even for claims over Supplier's policy limits.

## 17. Honeybee Robotics' Furnished Materials

- A. Honeybee Robotics shall retain full title to and ownership of all Honeybee Robotics Property. Unless otherwise agreed to in writing by Honeybee Robotics, Supplier shall use Honeybee Robotics Property for the sole purpose of rendering services or providing goods to Honeybee Robotics.
- B. Supplier accepts and will use Honeybee Robotics Property in "AS IS" and "WHERE IS"


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condition. Honeybee Robotics makes no representations or warranties, express or implied, with respect to Honeybee Robotics Property, and Honeybee Robotics expressly disclaims all warranties.

- C. Supplier shall not lease, assign, loan, or sell any Honeybee Robotics Property or any interest therein, without Honeybee Robotics' prior written consent. Supplier shall keep Honeybee Robotics Property free and clear of all liens, claims, and encumbrances while in Supplier's possession. Supplier shall ensure that, at all times, Honeybee Robotics Property clearly displays signs or markings attached thereto evidencing Honeybee Robotics' ownership of Property and is safely stored separate and apart from Supplier's property.
- D. Supplier shall have exclusive possession of and control over Honeybee Robotics Property and Supplier shall assume full responsibility and risk of loss for Honeybee Robotics Property and its use. Supplier shall insure Honeybee Robotics Property, at Supplier's expense, for (i) replacement cost with loss payable to Honeybee Robotics and (ii) loss or damage by fire, flood, and common perils by an insurance company acceptable to Honeybee Robotics.
- E. Supplier hereby agrees that Honeybee Robotics may, in its discretion, upon reasonable notice, but without legal process, (i) enter the premises where Honeybee Robotics Property may be and take possession thereof, whether at Supplier's premises or its supplier's, or (ii) request Supplier delivers Honeybee Robotics Property to a mutually agreed upon location, in which case, Supplier shall prepare Honeybee Robotics Property for shipment and deliver it as directed by Honeybee Robotics, at Supplier's expense, in the same condition as originally received by Supplier, reasonable wear and tear excepted.
- F. Unless otherwise instructed by Honeybee Robotics in writing, upon completion of performance of all Purchase Order requirements, Supplier shall return all Honeybee Robotics Property to Honeybee Robotics at Supplier's expense.

## 18. Scrap


- A. If Honeybee Robotics supplies any materials, including, but not limited to, raw materials and components, to Supplier for the production of a manufactured Product and Supplier produces Scrap in such production, Supplier will contact the Procurement Representative for disposition instructions, which may include using commercially reasonable efforts to sell such Scrap and credit Honeybee Robotics, at Supplier's selling price, for any such Scrap sold by Supplier.

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- B. If any Scrap is produced after final acceptance of Products by Honeybee Robotics, Honeybee Robotics will retain ownership of such Scrap.
- C. If Supplier is producing a manufactured Product pursuant to this Purchase Order, with reasonable advance notice and at no additional charge, Supplier must grant right of access to Honeybee Robotics to the areas of any facilities and sub-tier supplier locations that are involved in the manufacturing or production of Products to inspect Supplier's Scrap processes.
- D. Supplier shall use commercially reasonable efforts to continually reduce Scrap produced during the production of Products.

## 19. Cybersecurity and Incident Reporting

- A. Seller shall comply with the following:
- B. Seller shall establish and maintain environmental, safety and facility procedures, data security procedures, and other safeguards against the destruction, corruption, loss or alteration of Buyer's data and to prevent access, intrusion, alteration or other interference by any unauthorized third parties of the same, that are: (i) no less rigorous than those maintained by Seller for its own information or the information of customers of a similar nature; (ii) no less rigorous than the accepted practices in the industry; and (iii) no less rigorous than those required by applicable data security and privacy statutes and regulations.
- C. **Cyber Incidents.** Without exception, Seller shall report to Buyer any breach of Seller's data security procedures that result in any actual or threatened loss, corruption, or alteration of Buyer's data within seventy-two (72) hours of Seller's discovery of the incident. The report shall be made to the Honeybee Robotics Cybersecurity Operations Center by sending an email to [CyberIncidents@HoneybeeRobotics.com](mailto:CyberIncidents@HoneybeeRobotics.com) and calling (303) 774-7613.
  - (i) In such an instance, in addition to Seller's other obligations under the Order, or under any law or regulation, Seller agrees to promptly remedy any such breach and to fully cooperate with Buyer in resolving such breach and mitigating any damage from such breach at Seller's cost. Failure to report any cyber incidents will be considered a material breach of the Order. In the event of a data breach, Buyer shall be afforded unfettered access to certain technical information (e.g., logs, packet flow information, etc.) in order to satisfy Buyer's information requests. The Seller will

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not inform any third party of an incident involving the Buyer's data without first obtaining the Buyer's prior written consent, except when law or regulation requires it. The Seller will reimburse the Buyer for actual reasonable expenses the Buyer incurs when responding to and mitigating damages related to a cyber incident, to the extent that the Seller caused a cyber incident.

- D. Cyber checklists.** Should Buyer elect to utilize supplier checklists, representations or certifications of compliance, outside Seller verification, or onsite security audits, Seller shall support as required to meet the continuing needs of Buyer or Buyer's customers.


## 20. OBSOLESCENCE MANAGEMENT:

Supplier will proactively monitor all items and material used in the manufacture of the Components for impending obsolescence issues due to Components that have or will be taken out of production or the use of which has been announced as being or to be restricted or forbidden by a regulatory agency. Supplier agrees to provide Buyer with immediate notice of any potential obsolescence issue known to the Supplier with such notice to include the reason for obsolescence, estimated date the item/Component will no longer be available, any proposed alternatives, and a last-time buy opportunity at then current pricing for such item/Component. Such notice shall be provided to Buyer at least six (6) months prior to the anticipated obsolescence date. In addition, Supplier shall provide Buyer with a replacement item/Component which has design parameters and specification documentation that is fully consistent with the obsolete item/Components' then-current design parameters and requirements documents within twelve (12) months prior to ending Supplier's production of the Component.

## 21. Confidential Information

Supplier and its employees, representatives, and subcontractors will: (i) keep confidential all Confidential Information and protect the Confidential Information against unauthorized use or disclosure using at least those measures that it takes to protect its own Confidential Information of a similar nature, but in no case, less than reasonable care; and (ii) use such information only for the purposes of performing its obligations under this Purchase Order. All Confidential Information is Honeybee Robotics' exclusive property. Any knowledge or information that Supplier has disclosed or may hereafter disclose to Honeybee Robotics in connection with this Purchase Order will not be deemed to be Confidential or Proprietary and is acquired by Honeybee Robotics free from any restrictions (other than a claim for infringement) as part of the consideration for this Purchase Order, and notwithstanding any copyright or other notice thereon, Honeybee Robotics will have the right to use, copy, modify, and disclose the same as it sees fit.




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## 22. Intellectual Property

Any Intellectual Property owned by a party prior to the issuance of a Purchase Order will remain owned by that party. To the extent that Honeybee Robotics is paying Supplier to develop new Intellectual Property as part of a Purchase Order, Honeybee Robotics will own all right, title, and interest in that Intellectual Property.

## 23. Termination, Cancellation, and Modifications

- A. Termination for Convenience.** At any time prior to Supplier's acceptance of this Purchase Order (as Specified in Section 1 above), Honeybee Robotics may cancel or modify all or any portion of this Purchase Order by written notice to Supplier without liability or obligation to Supplier. After Supplier's acceptance of this Purchase Order, Honeybee Robotics may terminate, cancel, or modify all or any portion of this Purchase Order by written notice to Supplier of such termination, cancellation, or modification. Upon Honeybee Robotics' termination of the Purchase Order under the preceding sentence, Honeybee Robotics' responsibility and liability with respect to the terminated, canceled, or modified Products will be equitably adjusted by mutual agreement of the parties; provided, however, that Honeybee Robotics' responsibility and liability will not exceed the total amount of documented, substantiated, and direct costs incurred by Supplier in connection with this Purchase Order prior to the effective date of such termination, cancellation, or modification that cannot reasonably be avoided, mitigated, or cancelled; provided, further, that such costs must be documented and asserted in writing to Honeybee Robotics within thirty (30) days of such termination, cancellation, or modification with sufficient detail to allow Honeybee Robotics to verify such costs.
- B. Termination for Cause.** Honeybee Robotics, without liability, may by written notice of default, terminate the whole or any part of this Purchase Order if Supplier: (i) fails to perform within the time Specified or in any written extension granted by Honeybee Robotics; (ii) fails to make progress which, in Honeybee Robotics' reasonable judgment, endangers performance of this Purchase Order in accordance with its terms; or (iii) fails to comply with any of the terms of this Purchase Order. Such termination will become effective if Supplier does not cure such failure within 10 days of receiving notice of default. Upon termination, Honeybee Robotics may procure at Supplier's expense and upon terms it deems appropriate goods or services similar to those so terminated. Supplier will continue performance of this Purchase Order to the extent not terminated and will be liable to Honeybee Robotics for any excess costs for such similar Products. Honeybee Robotics' rights and remedies in this clause are in addition to any other rights and remedies provided by law, equity, or under this Purchase Order. In the event Honeybee

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Robotics wrongfully terminates this Purchase Order under this paragraph, in whole or in part, such termination becomes a termination for convenience.

- C. Effect of Termination.** Upon termination, cancellation or modification of this Purchase Order pursuant to Section 22 (A) or Section 22 (B), in accordance with Honeybee Robotics's written direction, Supplier shall immediately: (i) cease work; (ii) prepare and submit to Honeybee Robotics an itemization of all completed and partially completed Products; (iii) deliver to Honeybee Robotics any and all Products completed up to the date of termination at agreed upon prices; (iv) deliver any work in progress; and (v) continue performance of this Purchase Order to the extent not terminated.

## 24. Assignment; Successors and Assigns


Performance of this Purchase Order is specific to Supplier; therefore, Supplier may not assign this Purchase Order (in whole or part) without Honeybee Robotics' prior written consent. Any assignment without Honeybee Robotics' consent will be voidable at Honeybee Robotics' option. Honeybee Robotics may assign this Purchase Order or its rights hereunder to a successor or subsidiary of Honeybee Robotics, or to any of its affiliates, or pursuant to a statutory merger, consolidation, or internal corporate reorganization, or to any Honeybee Robotics of, or other successor in interest to Honeybee Robotics. Subject to the foregoing restrictions, this Purchase Order will be fully binding upon, inure to the benefit of, and be enforceable by Supplier, Honeybee Robotics, and their respective successors and assigns.

## 25. Applicable Law

This Purchase Order will be interpreted and enforced in accordance with the laws of the state of the Specified ship to address. Supplier irrevocably consents to the jurisdiction of the courts of that state, with venue laid in the county of the Specified ship to address. The United Nations Convention for International Sale of Goods dated April 11, 1980 will not apply to this Purchase Order.

## 26. No Waiver

Unless explicitly stated otherwise hereunder, a party does not waive any right under this Purchase Order by failing to insist on compliance with any of the terms of this Purchase Order or by failing to exercise any right hereunder.

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## 27. Cumulative Rights

The rights and remedies of the parties under this Purchase Order are cumulative, and either party may enforce any of its rights or remedies under this Purchase Order or other rights and remedies available to it at law or in equity.

## 28. Compliance with Law


Supplier represents, warrants, and covenants that it will comply with all laws applicable to the Products and/or the activities contemplated or provided under this Purchase Order including, but not limited to, the specific areas listed below as well as any national, international, federal, state, provincial, or local law, treaty, convention, protocol, common law, regulation, directive, code, standard, ordinance, order (including judicial order), or rule and regulation issued by governmental agencies or authorities including, but not limited to, those dealing with environment, health, safety, employment, tariff and customers, record retention, personal data protection, or the transportation or storage of hazardous materials.

- A. Export Control.** Supplier will comply with Export Control Laws. Supplier acknowledges that any information, software, or hardware received from Honeybee Robotics may be subject to Export Control Laws. Supplier will comply with Export Control Laws before providing or granting access to any such information, software, or hardware to individuals (even if employees of Supplier) who are not U.S. persons (22 C.F.R. §120.15), whether in or outside of the United States.

Supplier agrees to cooperate with and provide Honeybee Robotics with all information reasonably necessary to perform assessments or audits to ensure compliance with Export Control Laws, any government export licenses or authorizations, or as part of any government investigations or corrective actions related to a potential or actual violation of Export Control Laws related to this Purchase Order. Upon request, Supplier will provide to Honeybee Robotics, in writing, the export classification of any Products subject to Export Control Laws. Supplier is required to obtain any necessary U.S. Government export license(s) or authorization(s) for any Products Supplier provides under this Purchase Order. Upon obtaining any required U.S. Government export license(s) or authorization, Supplier will provide copies to Honeybee Robotics of such for recordkeeping and compliance purposes.


Supplier will flow the foregoing export controls requirements to its subcontractors.

- B. Equal Employment Opportunity.** Supplier and its subcontractors will abide by the

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requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or disability.

- C. Excluded Parties.** Supplier represents that it is not suspended, debarred, or proposed for debarment or otherwise included in the System for Award Management Exclusions (see 2 CFR § 180.945), or declared ineligible by any federal agency or state government agency. Supplier agrees to notify Honeybee Robotics immediately upon learning that it, or any of its affiliates or subcontractors, has been proposed for suspension, debarment, any other exclusion record in the System for Award Management, or any declaration of ineligibility by any federal agency or state government agency.
- D. Anti-Bribery.** Each party represents it has not, and will not, directly or indirectly pay, offer, give, or promise to pay or authorize the payment of any monies or other things of value to: (i) an official or employee of a government department, agency, or instrumentality, state-owned, or controlled enterprise or public international organization; (ii) any political party or candidate for political office; or (iii) any other person at the suggestion, request, or direction or for the benefit of any of the above-described persons and affiliates if any such payment, offer, act, or authorization is for purposes of influencing official actions or decisions or securing any improper advantage in order to obtain or retain business, or engaging in acts or transactions otherwise in violation of the U.S. Foreign Corrupt Practices Act 1977, UK Bribery Act 2010, or any other applicable anti-bribery legislation.
- E. Anti-Kickback.** Supplier warrants that it has provided no gratuities (in the form of entertainment, gifts, or otherwise) for the purpose of obtaining or rewarding favorable treatment as a Supplier, nor engaged in any other activity prohibited by the Anti-Kickback Act of 1986 (41 U.S.C. § 51 et seq). No kickbacks will be offered or given by Supplier to any employee of Honeybee Robotics. Supplier will contact Honeybee Robotics' contracts department if any employee of Honeybee Robotics requests a gratuity or kickback.
- F. Data Protection.** During the term of this Purchase Order and during any period Supplier may have access to Personal Data, Supplier will comply with all Data Protection Laws and will not knowingly do, cause, or permit to be done, anything which will cause or otherwise result in a breach by Honeybee Robotics of Data Protection Laws, except to the

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extent acting on the instructions or direction of Honeybee Robotics. Supplier and Supplier's subcontractors will not disclose any Personal Data to entities or persons who do not have a need to receive such information or who are located outside the United States. Supplier will use encryption if, as a requirement under this Purchase Order, Supplier must send Personal Data electronically.

- G. Material Components.** Supplier and its subcontractors will abide by the requirements of 41 U.S.C. §§ 8301-8305 to ensure materials or alloys incorporated into the Product are primarily sourced from the United States. Any material products or alloys incorporated into the Product that are not primarily sourced from the United States or a "Designated Country" as set forth in 48 C.F.R. § 25.003 require the prior written approval from Honeybee Robotics.
- H. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug. 2020).**
- I. Definitions.** All defined terms in this Section 281(I) will have the same definitions as used in FAR 52.204-25(a), except for "Honeybee Robotics" and "Supplier" (defined in Section 34 below).
- (i) Section 889.** Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
  - (ii) Prohibition.** Supplier is prohibited from providing to Honeybee Robotics any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception applies under Section 27(H)(iv) below or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.
  - (iii) Exceptions.** This clause does not prohibit Supplier from providing a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.


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(iv) **Reporting Requirement.** In the event Supplier identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during the performance of this Purchase Order, or the Supplier is notified of such by a subcontractor at any tier or by any other source, Supplier must report the information in Section 27(H)(v) below to Honeybee Robotics, unless elsewhere in this Purchase Order are established procedures for reporting the information; in the case of the Department of Defense, the Contractor must report to Honeybee Robotics and to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, Supplier must report to Honeybee Robotics for the indefinite delivery Purchase Order and Honeybee Robotics for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(v) **Reporting Information.** Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. Within 10 business days of submitting the information in the preceding sentence: any further available information about mitigation actions undertaken or recommended. In addition, Supplier must describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(vi) **Subcontracts.** Supplier will insert the substance of this Section 27(H), including this Section 27(H)(vi) in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

**J. Company Size Self Certification.** The Supplier has represented that the size and socioeconomic status representations made in the Business Size Self-Certification Form are current, accurate, and complete as of the date of this purchase order. If the business size status has changed, the Supplier must send an e-mail request for a Business Size Self-Certification form to the Procurement Representative. Honeybee Robotics will update the business size status upon receipt of a completed form.

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## 29. Release of Information

Seller shall not advertise, publish or show parts made for Honeybee Robotics in Seller's advertising with Honeybee Robotics' name, use Honeybee Robotics' name to promote Seller's sales or otherwise release any information relating to any Order, including the fact that Honeybee Robotics has issued an Order, without Honeybee Robotics' prior written permission.

## 30. Prioritization and Customer Requirements

Honeybee Robotics may be required to issue orders under this Purchase Order subject to the DPAS as well as additional terms required by Honeybee Robotics' Customer. In compliance with FAR 52.211-15 Defense Priority and Allocation Requirements (APR 2008): If this Purchase Order is a "rated order" certified for national defense use, emergency preparedness, and energy program use, the Supplier must follow all the requirements of the DPAS regulations (15 CFR 700).

## 31. Disputes

All disputes under this Purchase Order that are not disposed of by mutual agreement may be decided by an action in a court of law or equity.

## 32. Federal Acquisition Regulation (FAR) And Defense Federal Acquisition Regulations (DFAR) Requirements


### *Applicable to Federal Contract Procurements*

For Orders placed in support of any Government Prime Contract or any subcontract thereunder (including, but not limited to, those procuring an item meeting the FAR definition of a commercial item), the following are incorporated herein by reference as if fully set forth in the Order: (i) the clauses set forth in the FAR or DFARS as listed below and (ii) any other FAR or DFARS clauses and other terms and conditions required to be included in the Order as a matter of law or under the terms of the Prime Contract or subcontract. The following Federal Acquisition Regulations (FAR) are applicable for all federal contract procurements and are hereby incorporated by reference:

**52.212-4** Contract Terms and Conditions-Commercial Items

**52.212-5** Contract Terms and Conditions Required to Implement Statutes or Executive Orders Commercial Items

**52.213.4** Terms and Conditions-Simplified Acquisitions (Other than Commercial Items)

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Full text of clauses may be accessed at <https://www.acquisition.gov/browse/index/far>. Seller must include in each lower-tier subcontract the appropriate flow down clauses as required by FAR, Defense Federal Acquisition Regulations (DFARS), NASA Far Supplement (NFS), or any other applicable agency-specific flow down requirement.

### 33. Order of Precedence

Any inconsistencies in this Purchase Order will be resolved in accordance with the following descending order of precedence: (i) any applicable government or customer flowdown; (ii) face of the Purchase Order including the schedules of the Purchase Order or continuation sheets; (iii) these Honeybee Robotics Purchase Order Terms and Conditions; (iv) any statement(s) of work applicable to the Purchase Order; (v) the version of the Honeybee Robotics Quality Requirements as of the date of this Purchase Order; (vi) specifications that are applicable to the Purchase Order; (vii) drawings that are applicable to the Purchase Order; and (viii) any other exhibits to the Purchase Order.


Notwithstanding the foregoing, if any of the items (i) – (viii) listed above are listed on the face of the Purchase Order, inconsistencies will be resolved in the order of precedence stated above, even if some items are listed while others are not.

### 34. Definitions

Defined terms have the following meanings:


- A.** “Honeybee Robotics” means the Honeybee Robotics entity listed on the face of the Purchase Order, and each entity that controls, is controlled by, or is under common control with the entity listed on the face of the Purchase Order.
- B.** “Honeybee Robotics Property” means any property of Honeybee Robotics, including, but not limited to, tools, tool drawings, equipment, materials, parts, drawings, and specifications, that is furnished to Supplier by Honeybee Robotics, or by Honeybee Robotics’s affiliates, subsidiaries, contractors, or vendors, or paid for in whole or in part by Honeybee Robotics, and any repair or replacement thereof, or any materials affixed or attached thereto.
- C.** “Confidential Information” means: (i) oral information (whether or not reduced to writing and marked with a restrictive legend), information that is marked or identified as “Confidential,” “Restricted,” “Proprietary,” or with a similar designation, or if not so designated, that the Supplier should reasonably expect to be confidential due to its nature; (ii) technical, process, proprietary, or economic information derived from drawings or 3D



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or other models owned or provided by Honeybee Robotics; (iii) the terms and existence of this Purchase Order; and (iv) other tangible or intangible property furnished by Honeybee Robotics in connection with this Purchase Order, including any drawings, specifications, data, goods and/or information.

- D.** “Data Protection Laws” means all federal, state, provincial, regional, territorial, and local, laws, regulations, rules, executive orders, supervisory requirements, directives, circulars, opinions, interpretive letters, and official releases of or by any government, or any authority, department, or agency thereof or self-regulatory organization that relate to the Processing of Personal Data or the confidentiality, security, or protection of Personal Data, including the California Consumer Protection Act or the European Union General Data Protection Regulation » (GDPR) n°2016/679 of 25 May 2018.
- E.** “DPAS” means the Defense Priorities and Allocations System.
- F.** “Export Control Laws” means all applicable export and import control laws and regulations, including the International Traffic in Arms Regulations, (22 C.F.R. Parts 120-130) (ITAR); the Export Administration Regulations, (15 C.F.R. Parts 730-774) (EAR); the sanctions regulations administered by the U.S. Treasury Department’s Office of Foreign Assets Control (31 CFR Part 501-598); the regulations administered by the U.S. Department of Justice, Bureau of Alcohol, Tobacco, Firearms, and Explosives (27 C.F.R. Part 447), and any applicable laws and regulations of other countries, before importing into or exporting out of the United States, re-exporting, or otherwise retransferring and information, software, or hardware received from Honeybee Robotics or developed by Supplier for Honeybee Robotics.
- G.** “FAR” means Federal Acquisition Regulations (full text may be accessed electronically at <https://www.acquisition.gov/browse/index/far>).
- H.** “Free on Board” has the meaning in the Uniform Commercial Code in effect at the time of this Purchase Order and will apply to domestic shipments from the U.S., but for shipments to Honeybee Robotics from outside the United States, the INCOTERMS as it may be amended, will be used for shipping terms.
- I.** “Intellectual Property” means all: (i) compositions, works of authorship, computer programs, products, devices, techniques, know-how, algorithms, methods, processes, inventions, discoveries, and improvements, whether or not patentable or copyrightable and whether or not reduced to practice; (ii) compositions, works of authorship, and documented information in whatever form such as information embodied in drawings, test data, specifications, process documents, technical reports; and (iii) domestic and foreign

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legal and statutory rights to the foregoing including, but not limited to, patents, trademarks, trade secrets, copyrights, mask work registrations, and the like, whether registered or unregistered and including applications for the grant of any such rights and any and all forms of protection having equivalent or similar effect anywhere in the world and any rights under licenses in relation to such rights.

- J.** “Personally Identifiable Information” means all information made available or provided to Supplier under the Purchase Order that can potentially be used to uniquely identify, contact, or locate a single person including, but not limited to; Social Security Number, unpublished personal telephone number or home address, personal email address, driver’s license number, credit card numbers, and digital identity.
- K.** “Processing of Personal Data” means any operations performed on Personal Data or sets of Personal Data (whether those operations are automated or not), such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- L.** “Products” means, as applicable, the goods, items, services, and other deliverables to be supplied to Honeybee Robotics by Supplier under this Purchase Order.
- M.** “Purchase Order” means the contract formed between Supplier and Honeybee Robotics, including this written or electronic order for Product(s), all applicable specifications, requirements documents, exhibits, and Supplier’s acceptance (if such acceptance is in writing).
- N.** “Procurement Representative” means the person authorized by Honeybee Robotics’ procurement organization to administer this Purchase Order.
- O.** “Protected Health Information” means medical records and information of an individual as defined by HIPAA (Health Insurance Portability and Accountability Act of 1996).
- P.** “Scrap” means any shavings, chips, drops, or other pieces of discarded material or components not utilized in or for any manufactured Product to be delivered under this Purchase Order.
- Q.** “Specified” means as specified on the face of this Purchase Order.
- R.** “Supplier” means the individual or entity Specified as recipient.