



## **TERMS AND CONDITIONS OF PURCHASE OF MATERIAL BY INAV, LLC**

INAV LLC, herein referred to as the “Purchaser” and the person or entity selling the goods or materials to Purchaser is referred to as the “Seller.” Acceptance of the purchase order by Seller will be according to the terms and conditions set out herein and these terms and conditions of purchase cannot be altered unless agreed to in writing signed by Seller and Purchaser. Purchaser shall not be deemed to have waived any provisions of these Terms and Conditions by failing to object to provisions that may appear on, be incorporated by reference in, or be attached to any sale order or request from Seller and any such proposed terms shall be void.

1. **PRICES.** Prices must conform to those agreed to in the purchase order and no changes will be accepted unless the Purchaser has given its prior written consent. The prices set forth in the purchase order are all inclusive, including, but not limited to taxes, the cost of packing, crating, the goods and materials and delivery.

2. **TITLE AND RISK OF LOSS.** Title and risk of loss of goods or materials purchased hereunder will be borne by Seller until the goods or materials are delivered to the Purchaser at the location specified in the purchase order at which time title and risk of loss will transfer to Purchaser.

3. **INSPECTION.** All goods or materials ordered will be subject to inspection and acceptance at destination by Purchaser within a commercially reasonable time.

4. **RETURNS.** Purchaser may, in its sole discretion, at any time within sixty days after acceptance of the goods or materials, return to Seller any part or all of the goods or materials and receive full credit on such returns.

5. **DELAYS.** Time is of the essence for performance of the purchase order. If any goods or materials are not delivered within the time specified, Purchaser in addition to any other remedies provided by law, may refuse to accept all or any part of such goods or materials and cancel the purchase order, subject to force majeure as set out below.

6. **COMPLIANCE WITH LAWS AND REGULATIONS.** Seller shall comply with all applicable laws, regulations, or other requirements of each applicable local, regional, state, and/or federal governmental authority. Furthermore, Seller shall indemnify and hold Purchaser harmless from each and every claim of any kind and in any amount in the event that Seller does not so comply.

7. **WARRANTIES.** The Seller warrants that the goods and materials delivered to Purchase will (i) be free from defects in workmanship and material; (ii) conform strictly to the specifications, drawings, samples or other description specified in the purchase order, conform to the affirmations of fact made by the vendor or on the container or label, and will be fit for their ordinary intended purposes and any special purpose specified by Purchaser; (iii) not infringe any intellectual property rights of any third party; and (iv) comply with all applicable laws, statutory requirements, rules and regulations. Seller further warrants that it will convey to Purchaser good title to the goods and materials free from all encumbrances and that it will defend such title forever against all claims and demands whatsoever.

8. **INDEMNIFICATION.** Seller hereby releases and agrees to indemnify, defend and hold harmless Purchaser, its parent, affiliates, officers, directors, employees and agents against all losses, liabilities, damages, costs and expenses (a) arising from infringement or alleged infringement of any United States or foreign letters patent or any other intellectual property right by the services provided hereunder or by



any of the goods or materials delivered hereunder which were designed or manufactured by Seller, and Seller will defend or settle at its own expense any suit or proceeding brought for such infringement; (b) for death of or injuries to any persons whomsoever, and for loss of, damage to, delay in delivery or destruction of any property arising out of or in any way connected with the goods and materials sold hereunder, except to the extent such loss is caused solely by Purchaser's willful misconduct. Further, Seller agrees to indemnify and save harmless Purchaser and its parent and affiliates from and against any and all claims for infringement of any patent, trademark, copyright, industrial design or whatsoever interest or charge covering any goods or materials purchased hereunder; and (c) arising out of or resulting from any act or omission of Seller, its agents, employees or subcontractors in the performance of the purchase order.

9. **INSURANCE.** Seller shall procure and maintain appropriate insurance in respect of its activities for Purchaser, and upon Purchaser's request, Seller shall furnish appropriate evidence of the same.

10. **FORCE MAJEURE.** Should either the Purchaser or the Seller be delayed in performing its obligations hereunder by reason of force majeure, floods, strikes, lock outs, or any other causes beyond its control, then such party shall be entitled to an extension of time equivalent to the delay for the performance of its obligations, provided that prompt notice in writing of the occurrence causing or likely to cause such delay is given to the other party; provided however, that if such delay causes undue hardship to the other party, then the effected party may cancel the purchase order without recourse.

11. **ASSIGNMENT.** Seller may not assign any rights or obligations, in whole or in part, arising under the purchase order without the prior written consent of Purchaser.

12. **AMENDMENT OR VARIATION.** No variation, modification, change, waiver or amendment of the purchase order shall be deemed valid or binding on the Purchaser unless in writing and signed by both parties.

13. **TERMINATION.** Purchaser, in its sole and absolute discretion, may terminate the purchase order at any time by written notice to Seller. Purchaser shall not be liable for any claim arising from such termination unless it relates to goods and materials actually received and accepted by Purchaser prior to the date Purchaser provided notice of such termination.

14. **ENTIRE AGREEMENT.** These Terms and Conditions of Purchase govern the purchase of goods and materials by Purchaser, notwithstanding any different, conflicting, or additional terms or conditions which appear on any sales order or other business form submitted by Seller, such different, conflicting or additional terms will not become a part of the contract of purchase between Seller and Purchaser.

15. **GOVERNING LAW.** These Terms and Conditions of Purchase will be governed by the laws of the State of Illinois, U.S.A. without regard to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto, will not apply.