

TRACKMOBILE® LLC
TERMS AND CONDITIONS OF PURCHASE

1. Seller agrees to indemnify and save harmless buyer and customers of buyer from all expenses, damages and/or losses of any kind arising from any claim of infringement of any patent or patents pertaining to the manufacture, use and/or sale of the item(s) supplied. If, as a result of such claim, use of the item(s) by buyer or buyer's customer is enjoined, seller shall, at its option, procure for buyer or buyer's customer the right to use the items, modify them so that they no longer infringe, or replace them with non-infringing items.
2. Seller warrants that the material to be supplied has been manufactured under conditions that meet all the requirements of the fair labor standards act. Certification of compliance with said act must be shown on seller's invoice.
3. This order must not be filled at higher prices than those stipulated on the front side hereof, or if prices are not stipulated on the front side hereof, than those prices last quoted or charged, without buyer's written consent.
4. Buyer reserves the right to inspect and weigh all material upon delivery, and reject same if not as ordered, regardless of F.O.B. point, title to and risk of loss of item(s) furnished by seller shall not pass to buyer until received, inspected and accepted at destination.
5. Buyer reserves the right to cancel all or any portion of this order without penalty.
6. Materials other than those specified in this order shall not be substituted without buyer's written consent.
7. Buyer reserves the right to reject all over shipments.
8. Buyer assumes no responsibility for materials furnished or services rendered to it by seller, except as specifically provided herein.
9. Seller shall invoice each order separately and send invoice only to the office address listed on the front side hereof.
10. Invoice must show:
 - (A) Point of shipment;
 - (B) Whether shipped by express, freight or parcel post;
 - (C) Complete routing thereof;
 - (D) Whether transportation has been prepaid or collect; and must be rendered in duplicate with price.
11. Shipping notice or bill of lading must:
 - (A) Be mailed to the office listed on the front side hereof on day of shipment.
 - (B) Detail items of shipment as made, to permit buyer to check invoice against goods as received. If goods are received by buyer before shipping list or invoice is received, shortage shall be at seller's risk.
12. All articles are to be suitably packed or otherwise prepared for shipment so as to secure the lowest transportation and insurance rates to meet carrier's requirements. No charges will be allowed for storage, packing, crating, and cartage unless stated herein. Each container must be marked to show purchase order number and each shipment must be accompanied by itemized packing slip. All shipments are to be made via cheapest route unless otherwise instructed.
13. No changes are to be made to the specifications shown herein except with written authorization from buyer's purchasing department.

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14. Buyer reserves the right to return to seller any shipments made in advance of the specified shipping dates or, at its option, to hold said shipments in its plant and to withhold payment for such shipments until the specified shipping date, and to accept full discount privileges on any such withheld payments when made.
15. Seller acknowledges that all materials or equipment furnished by buyer to seller hereunder are the property of buyer, shall be carefully preserved and protected by seller, and shall be returned to buyer upon completion of this order unless otherwise directed by buyer. Seller shall reimburse buyer for any loss or damage to such materials or equipment while in seller's possession or control.
16. Where articles are made in accordance with instructions, blueprints or designs furnished by buyer, seller shall not furnish the same articles or parts thereof to a third party without buyer's written permission, and shall maintain all such information received from buyer in confidence.
17. Seller warrants that it will comply with all statutory requirements and all conditions of purchase applicable to this transaction, and that in performance of the work hereunder, seller will comply at all times with, and give all stipulations and representations required by, all applicable executive orders, federal, state, municipal and local laws, and rules, orders, requirements, and regulations thereunder.
18. Seller, in performing the work required by this order, agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.
19. Seller agrees to comply with the stipulations set forth in the Walsh-Healy Act (Public Act No. 846, 74th Congress, as amended) if said act is made applicable to the purchase by statement on the front side hereof.
20. Where on the face hereof this order is identified as a subcontract between buyer and seller, the terms and conditions of the form attached become a part of this order and acknowledgment thereof must be made by seller prior to starting work.
21. Seller warrants that the item(s) supplied hereunder shall be free from defects in workmanship and material, and shall be fit for their intended use.
22. If this is a multiple release purchase order, seller shall notify the buyer at least 90 days prior to implementing a price increase.
23. Buyer reserves the right to reschedule any delivery by seller hereunder not later than thirty(30) calendar days prior to the current schedule delivery date.
24. Time is of the essence in seller's performance pursuant to this order.
25. If for any reason buyer or seller suffers a work stoppage by reason of strikes, labor difficulties, non-performance by vendors, acts of god or any other cause beyond buyer's or seller's control, buyer may at its discretion and without penalty reschedule delivery hereunder, order seller to suspend its performance hereunder until otherwise notified by buyer, or cancel this order.
26. Terms: Payment Terms are Net 30. Shipment Terms are F.O.B. Destination.