

GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDER

1. GENERAL.

This Purchase "Order", including all its terms, shall be binding upon Seller unless Seller objects to the same in writing within ten (10) days after the of this Order. All prices are firm and fixed and not subject to change.

2. QUALITY.

All goods covered by this order (the "Goods") shall be factory new and unused.

3. SHIPPING AND PACKING SLIPS.

3.1 No partial shipment(s) of goods are permitted, unless authorized.

3.2 All unauthorized over shipments will be retained at no cost to the buy.

3.3 Packing Slips must be included in all shipments and last copy must state "Order Completed".

3.4 A signed certificate of conformance must accompany your packing slip.

3.5 Unless otherwise specified on the face of this order, the F.O.B point shall be Seller's location. Seller shall be responsible for packing goods in a manner which will prevent damage to the Goods during transit. IF transportation is F.O.B to Buyer's location, Seller shall bear all risk of loss or damage to the Goods, and title shall not shift to Buyer, until delivery of the Goods to Buyer's location

4. INSPECTION AND ACCEPTANCE.

4.1 All Goods shall be received subject to Buyer's right of inspection and rejection. Defective goods not in accordance with this order or with Buyer's specifications will be held for Seller's instruction at Seller's risk and expense and if Seller so directs, will be returned at Seller's expense. If inspection discloses that part of the Goods received are not in accordance with Buyer's specifications, Buyer shall have the right to cancel any unshipped portion of the order. Payment for Goods on this Order prior to inspection shall not constitute acceptance thereof and shall be without prejudice to any and all claims that Buyer may have against Seller.

4.2 Failure on the part of Seller to inspect the goods, failure upon inspection to reject any part or all the Goods, or waiver of inspection shall not relieve the Seller of any of its obligations under this Order.

5. DELIVERY DATES.

5.1 Time is of the essence as to the delivery dates set forth in this Order.

5.2 If seller does not deliver the goods on or before the delivery date specified in this order, Buyer shall have the right to terminate this Order without any notice to Seller and without any liability to Seller and Seller shall immediately reimburse Buyer for any loss, damage or expense caused Buyer by such delay, included but not limited to, any monies Buyer shall have to pay its customers, for failure to timely deliver to them the Goods which are the subject of this Order.

5.3 Buyer's failure to cancel this Order after Seller did not comply with the delivery dates, and Buyer's inquiries with regard to the expected dates of actual delivery, shall not constitute a waiver of Buyer's right to cancel this Order, and Buyer shall be entitled to exercise such right until the goods are actually deliver to it. Acceptance by Buyer of late delivered Goods shall not relieve Seller from its obligation to reimburse Buyer for all losses, damages and expenses Buyer may incur due to Seller's

failure to timely deliver the Goods.

6. WARRANTY.

6.1 Seller expressly warrants that all Goods covered by this Order (including the content, components, materials design, model numbers, and manufacturer thereof) will be in exact accordance with the description or other specification thereof set forth in this Order. Seller further warrants that all Goods will be free from defects in material and workmanship, and merchantable.

6.2 Such warranties shall survive delivery and shall not be deemed waived either by reason of Buyer's acceptance of the Goods or payment for them. Any deviations from this Order (including any specifications furnished hereunder) or any other exception or alteration must be approved in writing by Buyer in advance of delivery, there being no obligation on Buyer's part to do so.

7. PATENTS.

Seller warrants that the Goods do not infringe on any applicable letter of patent, and Seller agrees to defend, indemnify and hold harmless and protect Buyer, its successors assigns, customers and users of the Goods against any claim or demand based upon, or any damage loss or expense arising from any such infringement.

8. ENTIRE AGREEMENT

8.1 This Order, including any other documents which are part thereof, constitutes the entire understanding between Buyer and Seller with respect to the purchase and sale of the Goods, and supersedes any previous negotiations, commitments and writings with Respect thereof. Any change in such understanding shall be valid only if confirmed by a Written amendment shall be deemed to have been accepted by Seller unless seller notifies Buyer otherwise within ten (10) days after Buyer's delivery of such amendment to Seller.

8.2 By acknowledging this purchase order the supplier grants the right to access supplier's facilities, agrees to retain records for a minimum of seven (7) years after completion of the purchase order, represents that QMS is compliant to AS9100 if manufacturer or AS9120 if distributor and agrees to notify RELLI when material for this purchase order is determined to be nonconforming.

9. APPLICABLE LAW AND FORUM.

This order shall be deemed made in Palm Beach County, Florida. The parties consent to the jurisdiction and venue of any federal, state, or county courts of competent jurisdiction located in Palm Beach County, Florida and the parties agree that any actions sent hereunder may only be brought in any such court. The validity, performance and construction of this Order shall be governed by the laws of the State of Florida without giving effect the choice of law provisions or any other provisions, which would make this governing law selection unenforceable.

10. EXPORT CONTROL/ITAR NOTICE.

Information or technical data in connection with this Order is subject to U.S. Government Export Control Laws and Regulation. In using the information, recipient shall fully understand and comply with ITAR 22 CFR 120-130 as though fully set forth herein. No information may be disclosed to foreign persons without authorization from U.S. Department of State.

11. NON-WAIVER.

No waiver by any party of any condition, or of the breach of any term, covenant, representation, or warranty contained in this Order, whether by conduct or otherwise, in any one or more instances shall be deemed or construed as a further or continuing waiver of any other condition or of the breach of any other term, covenant, representation or warranty set forth in this Order. If any provisions of this Orders shall be or shall become illegal or unenforceable in whole or in part, for any reason whatsoever, the remaining provision shall nevertheless be deemed valid, binding and subsisting. The waiver by Buyer of a breach or violation of any provision of this Order shall not operate or be construed as a waiver of any subsequent breach or violation thereof.

12. COLLECTION

In the event legal action is instituted by any of the parties to enforce the terms of this Order or arising out of the performance of this Order, the prevailing party will be entitled to receive from the other party is reasonable attorneys' fees and court costs actually incurred (without regard to statutory interpretation).

13. PREVENTION OF COUNTERFEIT AND SUSPECTED UNAPPROVED PARTS

The suppliers are required to exercise all controls to avoid delivery of counterfeit and suspected unapproved parts. The suppliers are expected to plan, implement, and control their processes for the prevention of counterfeit or suspect counterfeit parts delivered or included in products delivered to Relli. Similarly, the suppliers shall plan, implement, and control processes that identify and prevent the delivery to Relli of unapproved and suspected unapproved parts.

14. FOREIGN OBJECT DEBRIS/DAMAGE (FOD) PREVENTION

The suppliers are required to establish and maintain a Foreign Object Debris/Foreign Object Damage (FOD) Prevention program. This is to ensure that operations are accomplished in a manner preventing foreign objects or material from entering and remaining in deliverable parts or products.

15. OTHER REQUIREMENTS FOR EXTERNAL PROVIDERS

The suppliers shall ensure that their personnel are aware of:

- their contribution to product or service conformity e.g. individual accountability, understanding requirements, compliance to process, the need to control changes, reporting of nonconformance
- their contribution to product safety, e.g. attention to detail, knowledge of product end usage, potential impact relating to product or service issues
- the importance of ethical behavior, e.g. code of conduct, management/employee working relationships, fair treatment, employee work recognition, confidential reporting mechanisms, protecting anonymity, no blame culture

16. Revision Requirement

If a revision level for Relli's part numbers is not indicated on Relli's PO, the most recent revision level at the date of the purchase order shall be applied.

17. DRC Conflict Free

Reli Technology Inc. requires its suppliers to be DRC (Democratic Republic of Congo) conflict- free. This means all items and components purchased by Reli will not contain conflict minerals tin, tantalum, tungsten, and gold extracted, traded, handled and exported from conflict-affected areas such as DRC as well as other nine adjoining countries: Angola, Burundi, Central African Republic, Congo Republic, Rwanda, South Sudan, Zimbabwe, Uganda, and Zambia. This policy attempts to reduce or eliminate the financing of non-state armed groups and abusers of human rights.