

Criterion Systems, Inc.
Purchase Order Terms and Conditions

Payment:

Criterion shall pay Vendor the invoiced amount within the number of days specified on the front of the purchase order after receipt of a proper invoice for different purchases and/or services. With respect to any rejected products or services, payment shall be due after acceptance of the products or services.

Vendor's invoices and monthly statements must reference the purchase order number.

To ensure payment, invoice must be submitted within 90 days of a purchase order being issued.

Delivery:

Delivery FOB point is destination unless otherwise specified on the purchase order.

Vendor must fulfill delivery requirements per the number of days specified on the front of the PO unless a delay in delivery or acceptance is due to factors beyond the vendor's or Criterion's control.

Criterion may, with or without cause and without prejudice to any other remedy they may have and after giving written notice cancel this purchase order at any time prior to shipment.

Warranty:

Vendor's standard commercial warranty is transferable to Criterion's customer.

Vendor warrants that the goods to be furnished and the services to be rendered under this Purchase Order shall be manufactured, sold, used and rendered in compliance with all relevant federal, state, local law, orders, rules, ordinances, and regulations, including but not limited to all U.S. laws and regulations and the laws and regulations of Vendor's place of performance, and in compliance with applicable international prohibitions on child labor.

Vendor certifies that with respect to the production of the goods and/or the performance of the services covered by this Purchase Order, it has fully complied with Sections 6, 7, 12, and 15 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the United States Department of Labor under Section 14 thereof, if applicable.

Indemnification:

Vendors shall indemnify and hold harmless all Criterion and its owned and operated entities, owners, respective agents, officers, directors, managers, and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from any claim or lawsuit brought against the company or any of its affiliates for alleged patent, trademark, or copyright infringement related to the products or goods in subject to a purchase order, injury or destruction of tangible property, interruption or loss of business, or imposition of any fine or charge by any governmental entity, and are caused in whole or in part by any negligent or intentional act or omission, or violation of a legal requirement.

Liability:

Criterion is not liable for any claim of any kind, for any loss, or for any damage arising out of, in connection with, or resulting from any purchase order in excess of the price allocable to the products or goods giving rise to such claims.

Vendor will comply with all applicable federal, state and local laws, rules regulations and ordinances and will hold Criterion harmless from any liability resulting from vendor's failure to do so.

Legal:

This order shall be governed by the laws of the Commonwealth of Virginia without regard to the conflicts of law provisions thereof. The prevailing party in any action to enforce this order shall be entitled to costs and attorneys' fees.

FAR/DFAR Clauses:

If this order is in support of a Federal customer, the following provisions apply:

Purchase orders over the micro-purchase threshold (\$3,500 as defined at FAR 2.101 in effect as of the date of the prime contract) also include:

The following clauses apply to this Contract if the value of this Contract equals or exceeds \$10,000:

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

The following clauses apply to this Contract if the value of this Contract equals or exceeds \$15,000:

52.222-20 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000 (MAY 2014)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

The following FAR clauses apply to this Contract if the value of this Contract equals or exceeds \$35,000:

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)

The following FAR clauses apply to this Contract if the value of this Contract equals or exceeds \$150,000:

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT, ALTERNATE I (SEPT 2006)

52.222-17 NON-DISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

52.222-37 EMPLOYMENT REPORTS ON VETERANS (OCT 2015)

The following clauses apply to this Contract if the value of this Contract equals or exceeds \$500,000:

252.226-7701 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004)

The following clauses apply to this Contract if the value of this Contract equals or exceeds \$700,000:

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT2014)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2015)

52.215-18 REVISION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JULY 2005)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) – BASIC (MAR 2016)

The following clauses apply to this Contract if the value of this Contract equals or exceeds \$1.5 MILLION:

252.211-7000 ACQUISITION STREAMLINING (OCT 2010)

The following clauses apply to this Contract if the value of this Contract equals or exceeds \$5,000,000 also Includes:

52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)

252.203-7003 AGENCY OFFICE OF INSPECTOR GENERAL (DEC 2015)

Purchase orders that have a value of more than \$5,000,000 and that have a performance period of more than 120 days also include:

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (In paragraph (b)(3)(i), the meaning of "agency office of the Inspector General" and "Contracting Officer" does not change, in paragraph (b)(3)(ii) the meaning of "Government" does not change and in paragraphs (b)(3)(iii) and (c)(2)(ii)(F), the meaning of "OIG of the ordering agency" "IG of the agency", "agency OIG" and "Contracting Officer" do not change.)

52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)

252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (DEC 2012)

DISPLAY OF HOTLINE POSTERS (OCT 2015)