

These Purchase Order Terms and Conditions (the "Agreement") govern the purchase of goods and services by E3 Displays, LLC (referred to as the "Buyer") from Supplier (referred to as the "Supplier"). This Agreement outlines the rights and obligations of both parties in the procurement process. By accepting the Purchase Order, the Supplier agrees to the following terms and conditions:

1. ACCEPTANCE OF PURCHASE ORDER:

The Supplier acknowledges receipt and acceptance of this Purchase Order by commencing the fulfillment of the order or by any other means of acceptance. Any modifications or deviations from this Purchase Order must be explicitly agreed upon in writing and signed by both parties. Orders received by the supplier that comply with the requirements of this Agreement that are not objected to or acknowledged within five (5) business days will be deemed accepted.

2. PRICE AND PAYMENT:

The prices of goods and services stated in the Purchase Order are fixed and inclusive of all applicable taxes, duties, and charges. Payment terms are 30 days from the date of receipt and acceptance of goods/services or receipt of a correct invoice, whichever is later. Where, however, other payment terms appear on the front of any purchase order, payment shall be made in accordance with those terms and conditions. Invoices must be accurate and contain detailed information regarding the goods/services provided.

3. DELIVERY:

The Supplier must adhere to the delivery schedule specified in the Purchase Order. Timely delivery is of the essence, and any delays must be promptly communicated to the Buyer with reasons and a revised delivery date. In the event of unreasonable delay in filling order, buyer may cancel the same on written notice to seller, without penalty, provided said order is not then in process of manufacture or in transit.

4. INSPECTION AND ACCEPTANCE:

Supplier shall provide a written Certificate of Conformance with each shipment. The Buyer has the right to inspect all goods and services upon receipt. Defective or non-conforming items will be rejected, and the Supplier shall bear all costs associated with their return and replacement. The Buyer may also request the Supplier to correct or replace any defective goods or re-perform unsatisfactory services at the Supplier's expense.

5. WARRANTY:

The Supplier warrants that all goods and services provided conform to the specifications, are free from defects in materials and workmanship, and are fit for their intended purpose. The warranty period shall be 12 months from the date of delivery, or as specified in the relevant contract or product documentation. Any variation to this timeframe shall be approved by all parties.

6. INTELLECTUAL PROPERTY:

The Supplier warrants that the goods and services provided do not infringe upon any intellectual property rights of third parties. Any intellectual property rights associated with the goods or services delivered under this Agreement shall become the property of the Buyer upon receipt and acceptance.

7. CONFIDENTIALITY:

Both parties shall treat all non-public information obtained during the performance of this Agreement as confidential and shall not disclose or use such information for any purpose other than fulfilling their obligations under this Agreement, except as required by law.

8. INDEMNIFICATION:

The Supplier shall indemnify and hold harmless the Buyer, its employees, agents, and affiliates from any claims, damages, losses, or liabilities arising from the Supplier's breach of this Agreement or any negligent or wrongful acts or omissions of the Supplier.

9. TERMINATION:

The Buyer reserves the right to terminate this Agreement at any time, with or without cause, and without penalty by providing written notice to the Supplier. Upon termination, the Supplier shall immediately stop all work and deliver any completed work or goods to the Buyer.

10. GOVERNING LAW AND DISPUTE RESOLUTION:

This Agreement shall be governed by the laws of the state of Arizona. In the event of any dispute or disagreement arising out of or in connection with this Agreement, both parties agree to attempt to resolve it through good-faith negotiations. If a resolution cannot be reached it may be resolved in a court of competent jurisdiction in the state of Arizona.

11. Compliance Requirements:

The supplier acknowledges that all materials utilized within the production of this purchase order are certified to meet the reporting requirements for REACH, ROHS, Conflict Minerals, California Proposition 65, and Persistent Organic Pollutants (POP). Certification may be required.

12. ENTIRE AGREEMENT:

This Purchase Order, along with any attachments or amendments, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous agreements, oral or written, with respect to the subject matter hereof.