



QUALITY VISION INTERNATIONAL INC.

PURCHASE ORDER TERMS AND CONDITIONS (revision 20190424)

1. TERMS OF AGREEMENT

The purchase order, together with these terms and conditions, and any attachments and exhibits, specifications, drawings, notes, Statement of Work, instructions and other information, whether physically attached or incorporated by reference (collectively the “Purchase Order”), constitutes the entire and exclusive agreement between Quality Vision International Inc. (“QVI”) and the supplier (the “Supplier”) identified in the Purchase Order. QVI’s submission of the Purchase Order is conditioned on Supplier’s agreement that any terms different from or in addition to the terms of the Purchase Order, whether communicated orally or contained in any purchase order confirmation, invoice, acknowledgement, release, acceptance or other written correspondence, irrespective of the timing, shall not form a part of the Purchase Order, even if Supplier purports to condition its acceptance of the Purchase Order on QVI’s agreement to such different or additional terms. Supplier’s electronic acceptance, acknowledgement of this Purchase Order, or commencement of performance constitutes Supplier’s acceptance of these terms and conditions. The Purchase Order does not constitute a firm offer and may be revoked at any time prior to acceptance. Notwithstanding the foregoing, if a master agreement covering procurement of the Work described in the Purchase Order exists between Supplier and QVI, the terms of such master agreement shall prevail over any inconsistent terms herein.

2. DEFINITIONS

2.1 “Deliverables” means the deliverables specified in the Purchase Order (and any Statement of Work) to be delivered on or before the Delivery Date.

2.2 “Delivery Date” means the date or dates specified in the Purchase Order by which the Supplier is required to deliver the Work.

2.3 “Harmful Code” means any software intentionally designed to (i) disrupt, disable, harm, or impede operation, or (ii) impair operation based on the lapse of time, including but not limited to viruses, worms, time bombs, time locks, drop-dead devices, access codes, security keys, back doors, or trap door devices.

2.4 “Intellectual Property Rights” means any and all tangible and intangible: (i) copyrights and other rights associated with works of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights, mask works, and all derivative works thereof; (ii) trademark, trade dress, and trade name rights and similar rights; (iii) trade secret rights; (iv) patents, designs, algorithms, utility models, and other industrial property rights, and all improvements thereto; (v) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise; and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

2.5 “Preexisting Materials” means any Intellectual Property Rights or tangible personal property of Supplier or QVI created before the date of this Purchase Order or outside the scope of this Purchase Order.

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2.6 “Products” means tangible goods specified in the Purchase Order to be delivered on or before the Delivery Date.

2.7 “Services” means the services that Supplier is to perform for QVI specified in the Purchase Order.

2.8 “Statement of Work” or “SOW” means the document specifying, without limitation, the scope, objective, and time frame of the Work that Supplier will perform for QVI.

2.9 “Subcontractor” means a third party performing Work under an agreement (a “Subcontract”) with Supplier.

2.10 “Supplier Personnel” means Supplier’s employees, consultants, agents, independent contractors, and Subcontractors.

2.11 “Third Party Intellectual Property” means the Intellectual Property Rights of a third party which Supplier uses or incorporates into the Work.

2.12 “Work” means the Deliverables, Products and Services specified in the Purchase Order, including any SOW.

3. DELIVERY

3.1 Time is of the essence in Supplier’s performance of its obligations under the Purchase Order. Supplier will notify QVI immediately if Supplier’s timely performance under the Purchase Order is delayed or is likely to be delayed. QVI’s acceptance of Supplier’s notice will not constitute QVI’s waiver of any of Supplier’s obligations.

3.2 If Supplier delivers Work after the Delivery Date, QVI may reject such Work.

3.3 QVI will hold any Work rejected under this Purchase Order at Supplier’s risk and expense, including storage charges, while awaiting Supplier’s return shipping instructions. Supplier will bear all return shipping charges, including without limitation, insurance charges QVI incurs on Supplier’s behalf. QVI may, in its sole discretion, destroy or sell at a public or private sale any rejected Work for which QVI does not receive return shipping instructions within 15 business days, and apply the proceeds, if any, first toward any storage charges.

3.4 Supplier will preserve, pack, package and handle the Deliverables and Products to protect the Deliverables and Products from loss or damage and in accordance with best commercial practices in the absence of any specifications QVI may provide. Without limiting the foregoing, Supplier shall observe the requirements of any local laws and regulations relating to hazardous Work, including, without limitation, with respect to its accompanying information, packing, labeling, reporting, carriage, and disposal.

3.5 Supplier will include with each delivery of Products a packing list identifying the Purchase Order number, the QVI part number for each of the Products (if applicable), a description and the quantity of each of the Products, and the date of shipment.

3.6 Supplier will deliver all Work to QVI’s plant at the address set forth in the Purchase Order unless QVI expressly instructs otherwise. Supplier assumes responsibility for all shipping and delivery charges including, without limitation, customs, duties, costs, taxes and insurance. Risk of loss for the Deliverables and Products does not pass to QVI until acceptance in accordance with Section 6.

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4. PRICE AND PAYMENT

4.1 Unless otherwise specified in the Purchase Order, the price for the Work includes all taxes and other charges such as shipping and delivery charges, duties, customs, tariffs, imposts, and government-imposed surcharges. Supplier will, at QVI's request, break-out from the price all such taxes and other charges in its invoices. Supplier shall use its best efforts to assist QVI in all legal efforts to minimize the taxes resulting from the performance of this Purchase Order.

4.2 QVI will pay Supplier the price in accordance with the payment terms set forth in the Purchase Order following the later of: (i) the Delivery Date; (ii) the date of QVI's acceptance of all the Work; or (iii) QVI's receipt of a properly prepared invoice. A properly prepared invoice must include the Purchase Order number and, if required in the Purchase Order, Supplier's certification of conformance of the Work to the requirements. Payment will be in US funds, or at QVI's option in the currency of the country in which the QVI entity or affiliate issuing the Purchase Order is located, and if the price set forth in the Purchase Order is not in the local currency, then QVI will determine the local currency equivalent of the price as of date of payment. QVI may, at any time, set-off any amounts Supplier owes QVI against any amounts QVI owes to Supplier or any of its affiliated companies. Under no circumstances shall QVI pay or advance funds to Supplier, nor shall Supplier accept such funds, other than in accordance with a valid and applicable Purchase Order for services rendered.

5. OWNERSHIP AND LICENSE

5.1 Unless otherwise specified in an SOW and except as provided in Section 5.2, QVI is the sole and exclusive owner of all Deliverables and Supplier hereby irrevocably assigns all of its worldwide right and title to, and interest in, the Deliverables, including all associated Intellectual Property Rights to QVI except as set forth in paragraph 5.2.

5.2 Unless otherwise specified in an SOW, each party owns all right, title, and interest in and to any of its Preexisting Materials. Supplier hereby grants QVI a perpetual, irrevocable, worldwide, transferable, royalty-free, nonexclusive license, with the right to sublicense and authorize the granting of sublicenses, to use and reproduce Supplier's Preexisting Materials in the Deliverables to the extent necessary for QVI's exercise and exploitation of its rights in the Deliverables.

5.3 Unless otherwise specified in an SOW, Supplier will obtain and assign to QVI a non-exclusive, royalty-free, worldwide, perpetual, irrevocable, transferable, sub-licensable license to use all Third Party Intellectual Property Rights incorporated into, required to use, or delivered with the Work. Supplier will deliver copies of the above releases and licenses to QVI upon QVI's request.

6. AUDITS, INSPECTION, AND ACCEPTANCE

6.1 QVI has the right to examine and audit, during normal business hours and upon reasonable notice, any and all records, data, invoices, and documents that may contain information relating to Supplier's obligations under this Purchase Order. Such records will be kept by Supplier for a period of at least four (4) years after the expiration, cancellation or termination of this Purchase Order, or for such longer periods as may be required by law.

6.2 QVI has the right, before payment or acceptance of the Work, to inspect the Work at any reasonable place and time and in any reasonable manner. Neither the inspection, testing, payment or auditing of any Work, nor the failure to do so, before delivery to QVI constitute acceptance of any Work, or relieve Supplier from exclusive responsibility for furnishing Work in strict conformance with QVI's specifications. Supplier agrees to provide reasonable assistance for such audits, inspections, and tests.

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6.3. If the Work or the tender of delivery fail in any respect to conform to the Purchase Order, QVI may (i) reject the whole; (ii) accept the whole; or (iii) accept any commercial unit or units and reject the rest. Supplier agrees that any notification of nonconformity by QVI, in whatever form, suffices to inform the Supplier that the transaction is claimed to involve a breach. In an appropriate case, QVI may revoke its acceptance of Work. Supplier agrees that QVI's acceptance of the Work is reasonably induced by the Supplier's assurances of the Work' quality and conformity to the terms of the Contract.

6.4 At QVI's option, QVI may:

- (i) return the non-conforming Work to Supplier for a refund or credit;
- (ii) require Supplier to replace the non-conforming Work at Supplier's expense; or
- (iii) repair the non-conforming Work at Supplier's expense so that it meets the requirements.

6.5 As an alternative to section 6.3 (i) through (iii), QVI may accept the non-conforming Work conditioned on Supplier providing a refund or credit in an amount QVI reasonably determines to represent the diminished value of the non-conforming Work. QVI's payment to Supplier for Work prior to QVI's timely rejection of such Work as non-conforming will not be deemed as acceptance by QVI.

7. CHANGES

7.1 As used in this Section 7, "Change" means a change QVI directs or causes within the general scope of this Purchase Order, the applicable SOW or both.

7.2 QVI may make Changes in accordance with this Section 7 by written order ("Change Order").

7.3 If Supplier asserts that QVI has directed or caused a Change to the cost of or time for performance for which QVI has not issued a Change Order, Supplier will promptly notify QVI in writing of the Change, providing (i) a description of the action or inaction asserted to have caused the Change; (ii) an estimate of the equitable adjustment that would be required for Supplier to perform the Changed Work; and (iii) a date no less than 30 days from the date of notice by which QVI must respond to Supplier's notice so that Supplier may proceed with the Work unchanged. QVI will evaluate Supplier's notice of Change in good faith, and if QVI agrees that it has made a constructive change, QVI will issue a Change Order to Supplier.

7.4 Supplier shall, as promptly as practicable, after giving the notice of the Change, or within 10 days of receiving a Change Order, submit a request for equitable adjustment specifying the adjustment in the price or time for performance resulting from the Change.

7.5 The parties shall negotiate an amendment to the applicable SOW to incorporate a Change Order providing for an equitable adjustment to the price, time for performance, or both.

7.6 Supplier will proceed with the Changed Work as directed, notwithstanding that the parties have not negotiated the amendment to this Purchase Order or the applicable SOW to incorporate the equitable adjustment.

8. REPRESENTATIONS AND WARRANTIES

8.1 Supplier represents and warrants that:

- (i) it has the full power to enter into the Purchase Order and to perform its obligations under the Purchase Order;
- (ii) it has the right and unrestricted ability to assign the Work to QVI including, without limitation, the right to assign any Work performed by Supplier Personnel and Subcontractors;

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(iii) that it has free and clear title to the Work and that the Work shall be merchantable, free from defects in workmanship, material, and design (other than QVI's design) and shall conform either to the description and specifications herein set forth or be consistent with the sample of said Work provided to Supplier. In addition, Supplier acknowledges that it knows of QVI's intended use of the Work delivered hereunder and warrants that such Work shall be fit for the purpose intended. All services provided hereunder shall be free from defects in workmanship and shall conform to the description and specification herein set forth.

(iv) the Work, and QVI's use of the Work, do not and will not infringe upon any third party's Intellectual Property Rights, right of publicity or privacy, or any other proprietary rights, whether contractual, statutory, or common law;

(v) Supplier will not disclose to QVI, bring onto QVI's premises, or induce QVI to use any confidential or proprietary information that belongs to anyone other than QVI or Supplier that is not covered by a non-disclosure agreement between QVI and Supplier;

(vi) Software supplied by Supplier does not contain any Harmful Code;

(vii) Supplier's Work conforms to QVI's specifications, Supplier's quotation or proposal, and Supplier's brochures or catalogs, and if none of the foregoing is applicable, then such Work is suitable for the intended use;

(viii) it will not use or disclose any information that may identify an individual ("Personal Data") that is processed for or on behalf of QVI, except to the extent necessary to perform under this Purchase Order and after written notice to QVI;

(ix) only to the extent that Supplier actually processes Personal Data it will: (A) implement and maintain appropriate technical and organizational measures and other protections for Personal Data (including, without limitation, not loading any Personal Data provided to Supplier on (a) any laptop computers or (b) any portable storage media that can be removed from Supplier's premises unless each case (i) such data has been encrypted and (ii) such data is loaded onto portable storage media solely for the purpose of moving such data to off-site storage), (B) report to QVI any breaches of security of Personal Data immediately after discovery ("Security Incident"), (C) cooperate fully with QVI in investigating any Security Incidents, (D) cooperate fully with QVI's requests for access to, correction of, and destruction of Personal Data in Supplier's possession, (E) comply with all instructions or other requirements provided or issued by QVI from time to time relating to Personal Data, and (F) permit QVI and/or its duly authorized representatives, on reasonable prior notice, to inspect and audit Supplier's business premises and computer systems to enable QVI to verify that Supplier is in full compliance with its processing obligations under this Purchase Order;

(x) it will not transfer Personal Data across any country border unless it is (a) strictly unavoidable for the proper performance under this Purchase Order, and (b) notified to QVI in writing prior to any such transfer. Upon QVI's request, Supplier shall make other arrangements with QVI as QVI considers appropriate (e.g. the EU Model Clauses) in order to ensure that Supplier's transfers are lawful.

(xi) it will not provide QVI with Personal Data of any third party or its own employees. Notwithstanding the foregoing, if Supplier does provide QVI with any Personal Data, Supplier represents and warrants that it has obtained the necessary consent to provide that Personal Data to QVI and to allow QVI to use, disclose, and transmit such Personal Data on a worldwide basis among QVI and its affiliates in connection with this Purchase Order; and

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(xii) no Products contain or include components (a) containing PCBs (polychlorinated biphenyls) chemical substances, (b) manufactured using a cadmium plating process or contain a chemical substance or mixture that is or becomes subject to a reporting requirement under Section 8(e) of the Toxic Substances Control Act, 15 U.S.C. Section 2607(e), as in effect at time of shipment.

(xiv) All Work supplied by Supplier to QVI that contain conflict minerals as defined by Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Act) and U.S. Securities and Exchange Commission regulations implementing the Act (Rule) will only come from sources that are not known by Supplier, after due inquiry, to directly or indirectly finance or benefit armed groups or conflict, including in the Democratic Republic of the Congo or any adjoining country. Supplier agrees to: (A) cooperate with QVI in conducting any due diligence in accordance with the Rule; (B) comply with reasonable requests for information in order to facilitate compliance with the Rule and any other similar law, rule or regulation currently in place or adopted in the future; and (C) maintain records related to the Rule.

8.2 QVI warrants and represents to Supplier that it has the full power to enter into the Purchase Order and to perform its obligations under the Purchase Order.

9. NO PARTNERSHIP OR EMPLOYEE RELATIONSHIP

9.1 Supplier is an Independent Contractor. Nothing in this Purchase Order is intended, or shall be construed, to create a partnership, joint venture, or employer-employee relationship between the parties. Except as otherwise expressly stated in an SOW, Supplier has no authority to act on behalf of or to enter into any contract, incur any liability, or make any representation on behalf of QVI.

9.2 Supplier will secure all licenses and permits, and supply all tools and equipment, necessary to perform the Services except as otherwise expressly stated in an SOW.

9.3 This Purchase order does not create an employee relationship. Supplier will not be entitled to any of the benefits that QVI may make available to its employees including, but not limited to, group health or life insurance, stock options, profit sharing, or retirement benefits.

9.4 Supplier is solely responsible for all taxes and withholdings, severance and redundancy pay, benefits (including, without limitation, vacation, sick leave, holidays, pension or profit sharing contributions, etc.), and other similar obligations, whether statutory or otherwise, with respect to payments made by Supplier relating to the performance of all its work and its receipt of fees under this Purchase Order.

9.5 In addition to any other indemnity obligations, Supplier will defend, indemnify, and hold QVI harmless from any and all claims made by any person or any entity on account of an alleged failure to satisfy any obligation specified in Sections 9.3 and 9.4

9.6 Supplier will remove any Supplier Personnel or Subcontractor from performance of Services at QVI's direction and for good cause.

10. ASSIGNMENT AND SUBCONTRACTING

10.1 Supplier may not assign any of its rights or delegate any of its obligations under the Purchase Order without QVI's prior written consent, which QVI will not unreasonably withhold. QVI may, at its option, void any attempted assignment or delegation undertaken without QVI's prior written consent.

10.2 Supplier may not subcontract any of its rights or obligations under the Purchase Order without QVI's prior written consent. If QVI consents to the use of a Subcontractor, Supplier will: (i) guarantee and will

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remain liable for the performance of all subcontracted obligations; (ii) indemnify QVI for all damages and costs of any kind, subject to the limitations in Section 13 (Indemnification), incurred by QVI or any third party and caused by the acts and omissions of Supplier's Subcontractors' and (iii) make all payments to its Subcontractors. If Supplier fails to timely pay a Subcontractor for work performed, QVI will have the right, but not the obligation, to pay the Subcontractor and offset any amount due to Supplier by any amount paid to the Subcontractor. Supplier will defend, indemnify and hold QVI harmless for all damages and costs of any kind, without limitation, incurred by QVI and caused by Supplier's failure to pay a Subcontractor.

10.3 To the extent allowed by applicable law, no person who is not a party to Purchase Order shall be entitled to enforce or take the benefit of any of its terms whether because of applicable legislation, custom, or otherwise.

11. TERMS AND TERMINATION

11.1 The Purchase Order will remain in effect with respect to any SOW already issued prior to expiration of the term of the Purchase Order until such SOW is either terminated or the Work is completed and accepted.

11.2 QVI may terminate this Purchase Order, any SOW, or both at any time, for no reason or for any reason, upon 15 days written notice to Supplier. Upon receipt of notice of such termination, Supplier will inform QVI of the extent to which it has completed performance as of the date of the notice, and Supplier will collect and deliver to QVI whatever Work then exists. QVI will pay Supplier for all Work performed and accepted through the effective date of the termination, provided that QVI will not be obligated to pay any more than the payment that would have become due had Supplier completed and QVI had accepted the Work. QVI will have no further payment obligation in connection with any termination.

11.3 QVI may terminate the Purchase Order, any SOW or both, immediately by delivering written notice to Supplier upon the occurrence of any of the following events:

(i) Supplier commences a voluntary bankruptcy case under title 11 of the United States Code or the corresponding provisions of any successor laws;

(ii) anyone commences an involuntary bankruptcy case against Supplier under title 11 of the United States Code or the corresponding provisions of any successor laws and either (A) the case is not dismissed by midnight at the end of the 60th day after commencement or (B) the court before which the case is pending issues an order for relief or similar order approving the case;

(iii) a court of competent jurisdiction appoints, or Supplier makes an assignment of all or substantially all of its assets to, a custodian (as that term is defined in title 11 of the United States Code or the corresponding provisions of any successor laws) for Supplier or all or substantially all of its assets; and

(iv) Supplier fails generally to pay its debts as they become due (unless those debts are subject to a good-faith dispute as to liability or amount) or acknowledges in writing that it is unable to do so.

11.4 QVI may terminate the Purchase Order immediately upon written notice to Supplier if there is a change in ownership representing 20 percent or more of the equity ownership of Supplier.

11.5 Either party may terminate this Purchase Order, any SOW or both, immediately by delivering written notice to the other party of any material breach and the breach is not cured within 30 days of receipt of the notice. QVI shall have no further payment obligation to Supplier under any terminated SOW if QVI terminates the SOW under this Section 11.5.

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11.6 QVI may cancel all or any part of the undelivered portion of the Purchase Order without liability if Supplier breaches any of the terms and conditions hereof.

11.7 Any obligations or duties which, by their nature, extend beyond the expiration or termination of the Purchase Order shall survive the expiration or termination of the Purchase Order.

12. CONFIDENTIAL INFORMATION AND PUBLICITY

12.1 In this Purchase Order, "Confidential Information" means the terms and conditions of this Purchase Order or any relevant SOW, the existence of discussions between the Parties, any and all documents, software, reports, data, records, forms, and other materials obtained by one party (the "Receiving Party") from the other party (the "Disclosing Party"), or at the request or direction of the Disclosing Party in the course of performing the Services: (i) that have been marked as confidential; (ii) whose confidential nature has been made known by the Disclosing Party to the Receiving Party; or (iii) that due to their character and nature, a reasonable person under like circumstances would treat as confidential.

12.2 The Receiving Party may use the Confidential Information solely to further the business relationship between the parties, as provided in this Purchase Order and shall not disclose the Confidential Information to any third party, other than to Affiliates and to employees of the Receiving Party and its Affiliates who have a need to have access to and knowledge of the Confidential Information, solely for the above purpose. Each party shall take appropriate measures by instruction and agreement prior to disclosure to such employees to assure against unauthorized use or disclosure.

12.3 The Receiving Party shall have no obligation with respect to information that the Receiving Party can show, with documentary evidence: (i) was rightfully in possession of or known to the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party; (ii) is, or subsequently becomes, legally and publicly available without breach of this Purchase Order or other agreement with the Disclosing Party; (iii) is rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality; (iv) is independently developed by or for the Receiving Party without use of the Confidential Information; (v) becomes available to the Receiving Party by wholly lawful inspection or analysis of products offered for sale; (vi) is transmitted by a party after receiving written notification from the other party that it does not desire to receive any further Confidential Information; or (vii) is disclosed by the Receiving Party pursuant to a valid order issued by a court or government agency, provided that the Receiving Party provides (a) prior written notice to the Disclosing Party of such obligation and (b) the opportunity to oppose such disclosure. Upon written demand by the Disclosing Party, the Receiving Party shall: (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, notes or extracts thereof to the Disclosing Party within seven (7) days of receipt of demand, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

12.4 Each party shall retain all right, title, and interest to its Confidential Information. No license under any trademark, patent, copyright, or application for same which is now or hereafter may be obtained by such party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not reverse-engineer, decompile, or disassemble any software disclosed to it and shall not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of Confidential Information it obtains from the Disclosing Party. WITHOUT PREJUDICE TO THE EXPRESS WARRANTIES PROVIDED ELSEWHERE IN THIS PURCHASE ORDER, CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITH ALL FAULTS. IN NO

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EVENT, SHALL THE DISCLOSING PARTY BE LIABLE FOR THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee, or inducement by either party to the other with respect to the infringement of trademarks, patents, copyrights, any right of privacy, or any rights of third persons.

12.5 Supplier shall obtain QVI's written consent prior to any publication, presentation, public announcement, or press release concerning its relationship as a supplier to QVI.

13. INDEMNIFICATION

13.1 As used in this Section 13, a "Claim" is any claim, demand, loss, damage, liability, cost, or expense (including professional fees and costs as incurred) for which one party (the "Indemnifying Party") may be obligated to defend, indemnify, and hold the other party (the "Indemnified Party") harmless.

13.2 Supplier shall defend, indemnify and hold QVI harmless from and against any and all Claims as incurred, arising out of or in connection with any: (i) act or omission of Supplier (including its Subcontractors) in the performance of the Work; or (ii) any infringement of a third party's Intellectual Property Rights or any other rights.

13.3 Supplier assumes entire responsibility and liability for any and all damage or injury of any kind or nature (including death) to persons whether employees or otherwise, and to property caused by, resulting from, or occurring in connection with the Work delivered or performed hereunder.

13.4 QVI shall indemnify and hold Supplier harmless from and against any and all Claims as incurred, arising out of or in connection with: (i) Supplier's use of QVI's products or services in connection with the Work; (ii) Supplier's use of information or materials provided to Supplier by QVI; or (iii) infringement a third party's Intellectual Property Rights or any other rights resulting from Supplier's adherence to QVI's written instructions.

13.5 Each party will indemnify and hold the other party harmless from and against any and all Claims, as incurred, arising out of any negligent or willful acts or omissions of the Indemnifying Party which result in personal injury (including death) or damage to tangible property (not including lost or damaged data).

13.6 The Indemnified Party will provide the Indemnifying Party with prompt written notice of the Claim or of circumstances likely to lead to a Claim, and permit the Indemnifying Party to control the defense, settlement, adjustment, or compromise of any Claim. The Indemnified Party may employ counsel at its own expense to assist it with respect to any Claim. The Indemnified Party will have no authority to settle any Claim on the Indemnified Party's behalf.

13.7 If a third party enjoins or interferes with QVI's use of any Work, then in addition to Supplier's obligations under Section 13.2, Supplier will use its best efforts to (i) obtain any licenses necessary to permit QVI to continue to use the Work; (ii) replace or modify the Work as necessary to permit QVI to continue to use of the Work; or if (i) and (ii) are not commercially reasonable, then (iii) promptly refund to QVI the amount paid for any Work for which a third party enjoins or interferes with QVI's use of the Work.

13.8 Nothing in this Section shall limit any other remedy of the parties.

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14. LIABILITY

14.1 NOTWITHSTANDING ANYTHING ELSE IN THE PURCHASE ORDER OR OTHERWISE, QVI WILL NOT BE LIABLE TO SUPPLIER WITH RESPECT TO THE SUBJECT MATTER OF THE PURCHASE ORDER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY AMOUNTS IN EXCESS OF THE AMOUNT QVI PAID TO SUPPLIER IN THE SIX MONTHS PRECEDING THE EVENT OR CIRCUMSTANCE GIVING RISE TO SUCH LIABILITY.

14.2 IN NO EVENT WILL QVI BE LIABLE TO SUPPLIER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS ARISING OUT OF, OR IN CONNECTION WITH, THE PURCHASE ORDER, WHETHER OR NOT QVI WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

14.3 THE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. NOTHING IN THE PURCHASE ORDER LIMITS EITHER PARTY'S LIABILITY FOR BODILY INJURY OF A PERSON, DEATH, OR PHYSICAL DAMAGE TO PROPERTY OR ANY LIABILITY WHICH CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

15. INSURANCE

Supplier will secure and maintain insurance that names QVI as an additional named insured, providing coverage for liabilities to third parties for bodily injury (personal injury) and damage to property in amounts sufficient to protect QVI in the event of such injury or damage, and will be in compliance with any and all laws, regulations or orders addressing the liabilities of an employer to its employees for injuries and disease suffered in connection with employment. Supplier further will maintain such additional types and limits of insurance as is customary for a company of similar size and similar operations to Supplier in the jurisdiction or jurisdictions in which Supplier's operations take place.

16. COMPLIANCE WITH LAWS

Supplier agrees to comply with all pertinent federal, state, municipal and local laws, regulations, ordinances and codes of any governmental authority having jurisdiction. Unless this Purchase Order is otherwise exempted by law, Supplier will comply with Executive Order 11246, as amended by Executive Order 11375 (Equal Employment Opportunity) the Rehabilitation Act of 1973, the Vietnam Era Veteran's Readjustment Assistance Act of 1974 and the Americans with Disabilities Act, as they have been or may be amended from time to time, and regulations implementing such statutes; and any similar state and local laws and ordinances and the regulations implementing such statutes. Supplier warrants that the Work delivered hereunder were produced at facilities complying with all applicable provisions of the Occupational Safety and Health Act and applicable regulations under that Act. Supplier further warrants that it will comply, where applicable, and without limitation, with all orders, standards, and regulations of the pertinent governmental administrations. Supplier and any permitted subcontractor shall abide by the requirements of 41 CFR 60-1.4 and 29 CFR part 471, Appendix A to Subpart A, and the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. In addition and

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without limitation, Supplier shall not act in any fashion or take any action that will render QVI liable for a violation of any applicable anti-bribery legislation (including without limitation, the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010), that prohibits the offering, giving or promising to offer or give, or receiving, directly or indirectly, money or anything of value to any third party to assist it them or QVI in retaining or obtaining business or in performing the Work. Supplier's obligations under this provision shall include, without limitation, compliance with (i) the IATA's restricted articles and radioactive materials regulations issued by the International Air Transport Association for air shipments, (ii) the disclosure and labeling requirements related to hazardous or other such materials of the Occupational Safety and Health Act, and (iii) all applicable regulations, rulings, orders and standards promulgated thereunder. Without limiting the foregoing, to the extent that Supplier is a US federal contractor or covered subcontractor as contemplated in accordance with the applicable laws and regulations, then Supplier agrees that this Purchase Order will be subject to the requirements of 41 CFR 60-1.4 and 29 CFR part 471, Appendix A to Subpart A, and the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which are incorporated herein by reference. The latter two regulations prohibit discrimination against qualified individuals on the basis of protected veteran status and disability and require affirmative action to employ and advance in employment protected veterans and qualified individuals with disabilities. Supplier's failure to comply with this provision shall constitute a material breach of this Purchase Order.

17. DUTY DRAWBACK

Supplier will cooperate with QVI in seeking any duty drawback available to QVI in connection with export by QVI of any Goods imported by Supplier and provided to QVI under this Purchase Order, or incorporating, or manufactured by QVI from, such Goods. Without limitation, Supplier will (i) provide all information with respect to such imported Goods necessary to complete any such drawback claims to be filed by QVI, including U.S. Customs Service entry numbers, dates of entry, quantities and description of goods, customs values, and rates and amounts of customs duties paid by Supplier, and (ii) execute applicable certificates of delivery and other documents as necessary in connection with QVI's drawback claims.

18. GOVERNING LAW

The Purchase Order will be construed in accordance with, and all disputes will be governed by, the laws of the State of New York, United State of America, without regard to its conflict of laws rules. The parties specifically waive application of the UN Convention on Contracts for the International Sale of Goods. Supplier irrevocably consents to the personal jurisdiction of the state and federal courts in and for Monroe County, New York, and irrevocably waives any claim it may have that any proceedings brought in such courts have been brought in an inconvenient forum.

19. GENERAL

19.1 Any notice to be given under the Purchase Order will be in writing and addressed to the party at the address stated in the front of the Purchase Order. Notices will be deemed given and effective (i) upon delivery if personally delivered, (ii) upon receipt if sent by an overnight service with tracking capabilities, (iii) when the party which sent the notice receives confirmation of receipt by the applicable method of transmittal if sent by fax or electronic mail, or (iv) five days after deposit in the mail if sent by certified or registered mail.

19.2 If there is a conflict between or among the Purchase Order and any documents attached to and incorporated by reference, the conflict will be resolved as follows:

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(i) A conflict between the terms of the Purchase Order and those set forth in an exhibit or hyperlink will be resolved in favor of the Purchase Order.

(ii) A conflict between the terms of the Purchase Order and those set forth in an SOW will be resolved in favor of the SOW.

(iii) A conflict between the terms of an exhibit or hyperlink and those set forth in an SOW will be resolved in favor of the SOW.

19.3 If any court of competent jurisdiction holds that any provision of the Purchase Order is illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of the Purchase Order will not be affected or impaired, and all remaining terms of this Purchase Order remain in full force and effect, provided that this provision shall not be applied to defeat the intent of the parties.

19.4 No term or provision of the Purchase Order will be deemed waived, and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have provided such waiver or consent. No waiver of any right will constitute a waiver of any other right, whether of a similar nature or otherwise.