

ISS Purchase Order Terms and Conditions

Each Purchase Order (PO) placed by buyer for goods and/or services is subject to these standard terms and conditions. Supplier shall be deemed to have agreed to be bound by such terms by accepting the PO, delivering the goods, and/or performing the services.

1. **Definitions.** In these Standard Purchase Terms, the following definitions apply:
 - a. "Agreement" means the agreement between Supplier and Buyer for the purchase and sale of Goods and/or Services.
 - b. "Buyer" means Integrated Security Solutions, Inc. (ISS).
 - c. "Supplier" means the party indicated on the face of PO contracting with Buyer providing the Goods and/or Services.
 - d. "Warranty Period" means in respect of any Goods or Services, the longer of: (i) the express written warranty period provided by Supplier for the Goods or Services; and (ii) the period commencing on the date of Acceptance of such Goods or Services and ending on the date that is one (1) year from that date.
2. **Agreement.** The Agreement consists only of: (a) the applicable Purchase Order; and (b) any Specifications or documents expressly referenced within the PO.
3. **Delivery of Goods and Services.**
 - a. Supplier agrees to supply and deliver the Goods to Buyer and to perform the Services, as applicable, on the terms set out in this Agreement.
 - b. Supplier shall, at its own expense, pack, load, and deliver Goods per the instructions. No freight, insurance, shipping, storage, or similar charges unless agreed to in writing by Buyer.
 - c. Time is of the essence with respect to delivery of the Goods and performance of Services.
4. **Inspection; Acceptance and Rejection.** All shipments of Goods and Services shall be subject to Buyer's right of inspection in accordance with Supplier's manufacturing period of return policy. Buyer shall have the right to reject any Goods that are damaged, defective, or not in conformance with the Specifications. Warranties shall survive inspection, test, acceptance and use of the Goods or Services.
5. **Price/Payment Terms.** Buyer will pay properly rendered invoices thirty (30) days from the invoice date. Changes are only agreed to in writing by Buyer.
6. **Taxes.** All prices stated in the Purchase Order are exclusive of any taxes.
7. **Legal Compliance; Workplace Safety.** Supplier shall comply with all applicable federal and state laws and regulations. Supplier shall obtain all applicable certifications, permits, licenses, required for the Supplier to deliver the Goods and perform the Services.
 - a. **Product Warranties.** Supplier warrants to Buyer that during the Goods Warranty Period all Goods provided hereunder shall be: (i) of merchantable quality; (ii) fit for the purposes intended; (iii) unless otherwise agreed to by Buyer, new; (iv) free from defects in design, material, and workmanship; and (viii) compliant with all applicable federal/state laws, regulations, and codes.
 - b. **Service Warranties.** Supplier shall perform all Services: (i) exercising professionalism, skill, diligence, care; (ii) using only personnel with skills, training, expertise, and qualifications necessary to perform the Services. Buyer may object Supplier's personnel if lacking skills/qualifications, a safety risk or incompetent/negligent. Supplier shall promptly remove such personnel from the performance of Services upon receipt of such notice.
8. **Confidentiality.** Supplier shall safeguard, keep confidential all information relating to Buyer, project information provided by Buyer and shall use information only for the purposes of carrying out its obligations under this Agreement.
9. **Insurance.** Supplier warrants to Buyer that it has in place insurance policies in coverage amounts that are maintained by a prudent supplier of Goods and Services, including, as applicable, professional errors and omissions liability insurance, comprehensive commercial general liability insurance (including product liability coverage, all-risk contractors' equipment insurance, auto liability). Supplier will promptly deliver to Buyer, when requested, copy of such insurance. If requested, Buyer will be named as an additional insured under any such policies and such insurance cannot be cancelled or changed without providing 30 days prior written notice to Buyer.
10. **Indemnities.** Supplier shall indemnify, defend and hold harmless Buyer, its Affiliates, and their respective officers, directors, employees, and agents (the "**Buyer Indemnified Parties**") from and against any claims, fines, losses, actions, damages, expenses, legal fees and all other liabilities brought against the Buyer Indemnified Parties or any of them arising out of: (a) death, bodily injury, or loss or damage resulting from actual or alleged defect or failure in the Goods or Services; (b) any intentional, wrongful or negligent act or omission of Supplier or of its Affiliates; (c) Supplier's breach of its obligations under this Agreement; or (d) any liens or encumbrances relating.
11. **Limitation of Liability.** Except for Supplier's obligations under Sec.11 and damages that are a result of gross negligence or willful misconduct, in no event will either party be liable to the other party for any indirect, incidental, consequential, or punitive damages for any matter relating to this agreement.
12. **Waiver.** No waiver of any provision of this Agreement shall be enforceable against that party unless in writing and signed by that party.
13. **Assignment.** Supplier may not assign or subcontract this Agreement, in whole or in part, without Buyer's prior written consent.
14. **Survival.** Any provision of this Agreement which expressly or by implication from its nature is intended to survive the termination or completion of the Agreement will continue in full force and effect after any termination, expiry, or completion of this Agreement.
15. **Governing Law.** This Agreement shall be governed by the laws of the State of Montana and the US federal laws applicable therein. The parties irrevocably attorn to the jurisdiction of the courts of thereof, which will have non-exclusive jurisdiction over any matter arising out of this Agreement.