

Networks International Corp. 15237 Broadmoor, Overland Park, KS 66223 USA Tel: 913-685-3400 Fax: 913-685-3732

1. **ORDER:** This order constitutes Buyer's offer to purchase the materials, services and articles, all of which are herein called "articles" described elsewhere in this Order, in accordance with its provisions set forth on the face of this Order, the provisions attached hereto, and the provisions incorporated herein by reference. Acceptance of this Order is expressly limited to the provisions hereof. Signing and returning the acknowledgement copy of this Order (if attached hereto) or, in any event, delivery or performance in whole or in part of the articles to be furnished hereunder shall constitute acceptance of this Order.
2. **ASSIGNMENT:** This Order may not be assigned in whole or in part or subcontracted in whole or substantially in whole by either party without the prior written consent of the other party, except upon the merger, consolidation, or other transfer of all or substantially all of the assets of either party. The terms and conditions of this Order shall bind any permitted successors and assigns of either party.
3. **CONFIDENTIAL OR PROPRIETARY INFORMATION:** Seller shall keep confidential and otherwise protect from disclosure all information obtained from Buyer in connection with this Order and identified as confidential or proprietary. Unless otherwise expressly authorized herein or by Buyer, Seller shall use such information, and any other information provided by Buyer hereunder, only in the performance of and for the purpose of this Order. (a) Upon Buyer's request, and in any event upon the completion or cancellation of this Order, Seller shall return all such information to Buyer or make such other disposition thereof as directed by Buyer. In all subcontracts and purchase orders issued by Seller for performance of work related to this Order, Seller shall, with the prior written approval of Buyer, be permitted to disclose Buyer information under the same obligations as are contained in this clause. (b) Seller shall be liable to Buyer for any loss of the information. (c) Any information which Seller may disclose to Buyer with respect to the design, manufacture, sale, or use of the articles covered by this Order shall be deemed to have been disclosed as part of the consideration for this Order, and seller shall not assert any claim against Buyer by reason of Buyer's use thereof. (d) The ownership of any information disclosed by a party hereunder shall remain in that party.
4. **SELLER'S QUALITY SYSTEM**
The Seller shall maintain an effective Quality System planned and developed in conjunction with his other functions to comply with contractual requirements. In order that the Quality System will be effective, it shall provide that defects or other unsatisfactory conditions are discovered and corrected at the earliest practical point. Records shall be kept available for six (6) years. The seller shall be responsible for adequate and effective control over his procurement sources to ensure that materials, supplies, and services purchased for use on Buyer contracts meet all Purchase Order requirements and to flow down any order requirements including key characteristics as applicable. The Seller shall be responsible for providing and ascertaining the accuracy and stability of tools, gages, and test equipment to assure supplies conform to contractual requirements.
5. **INSPECTION**
Buyer and Buyer's customer, through any authorized representatives, each has the right at all reasonable times to inspect or otherwise evaluate the goods and services being supplied under this Order, including by Seller's suppliers. If any inspection or evaluation is made by Buyer or its customer on the premises of Seller or any of Seller's suppliers, Seller or its suppliers shall provide at no additional charge all reasonable facilities and assistance for the safety and convenience of the personnel conducting the inspection or evaluation.
6. **DESIGN CHANGES**
During performance of this Order, Seller shall not make any changes in the design of articles to be furnished by Seller under this Order without advance written notification and written approval of Buyer. This requirement applies whether or not there is a cost impact associated with the change and regardless of the type of change involved, including product improvements.
7. **CERTIFICATES**
Seller shall furnish to Buyer any certificate required to be furnished by any provision of this Order, including any clauses incorporated by reference herein, and any certificates required by any future law, ordinance, or regulation with respect to Seller's compliance with the terms and provisions of such laws, ordinances, or regulations. As used in this Article, the word "certificate" shall include any plan or course of action or recordkeeping function.
8. **COMPLIANCE WITH LAWS**
Seller shall comply with the applicable provisions of all federal, state, and local laws and ordinances and all lawful orders, rules, and regulations thereunder, and such compliance shall be a material requirement of this Order.
9. **ENTIRE AGREEMENT**
This Order, including attachments and documents incorporated by reference, constitutes the entire agreement between Buyer and Seller, and supersedes all prior representations, agreements, understandings, and communications between Buyer and Seller related to the subject matter of this Order. No amendment or modification of this Order shall be binding upon either party unless it is set forth in a written instrument signed by authorized representatives of both Buyer and Seller.