Purchase Order

#PO215259

9/19/2023

Order From:	DIVALAB001 DIVA Laboratories. Ltd. 9F., No.351, Sec. 2, Zhongshan Rd. Zhonghe District New Taipei City 235 Taiwan	**Ship To / Bill To:**	Contec Americas Inc. Main Plant 3991 Sarno Road Melbourne FL 32934 United States

Contact Phone:	(321) 728-0172	**Buyer:**	Vincent Wu
Vendor Phone:	+886-2-2226-8631	**Vendor Notes:**	
Vendor Account Number:		**Currency:**	USD
Terms:	Net 90	**INCOTERMS:**	EXW

Line	Item	Qty.	Ship Method	MPN	Manufacturer	NCNR	REV	Dock Date	Unit	Rate	Amount
1	**PO MISC ITEM 54016000 NRE and Certification Costs**	1						10/18/2023		$150.00	$150.00

Total $150.00

Special Instructions:

Contec Americas Inc. Standard Purchase Order Terms and Conditions

1. Applicability
The purchase order ("Purchase Order") together with these terms and conditions provided to Seller, collectively constitute a binding agreement (the "Agreement") between the Buyer and the Seller (as each is shown on the face of the Purchase Order), and apply to all purchases of products ("Products") and services ("Services" and together with the Products, "Ordered Items") by Buyer from Seller, as such Ordered Items may be described on the face of the Purchase Order. Forecasts, to the extent any are provided by Buyer, are strictly non-binding, do not constitute any commitment by Buyer to purchase, and may not be relied upon by Supplier. In the event of any conflict between the Agreement and any other document or instrument submitted by Seller, the Agreement will govern. Seller must reject Purchase Orders within three days of receipt or the Agreement will be deemed accepted by Seller. Buyer expressly limits acceptance of the Agreement to the terms stated herein. [Any additional, different, or inconsistent terms or conditions contained in any form, acknowledgment, acceptance, or confirmation used by Seller in connection with the implementation of the Purchase Order are hereby objected to and rejected by Buyer, however such proposal does not operate as a rejection of the Agreement (unless such variances are in the terms of the description, quantity, price or delivery schedule of the Ordered Items), but will be deemed a material alteration thereof, and the Agreement shall be deemed accepted by the Seller without any additional, different or inconsistent terms. As an exception to the foregoing, any written agreement between Buyer and Seller in effect at the time Buyer submits a Purchase Order that contains terms and conditions that are inconsistent with these terms and conditions will have priority over these terms and conditions.

2. Shipment and Delivery
a. All Products must be (i) suitably packed or otherwise prepared by Seller for shipment to prevent damage, to obtain the lowest transportation and insurance rates, and to meet the carrier's requirements, and (ii) shipped in accordance with the instructions on the Purchase Order. Expenses incurred due to failure to comply with these terms are the responsibility of Seller. Seller's name, complete ship to address and Purchase Order number must appear on all invoices, bills of lading, packing slips, cartons and correspondence. Bills of lading must be attached to invoices submitted, showing carrier, number of cartons and weight and date of shipment.

b. Title to and all risk of loss or damage to Products remains with Seller until receipt by Buyer of conforming Products at the required destination. Time is of the essence. Deliveries are to be made only in the quantities and at the times specified in the Purchase Order. If delivery is not expected to be made on time, Seller must immediately notify Buyer and take reasonable steps, at its cost, to expedite delivery. Buyer may cancel any order if delivery is not made on time or if notice is given that a delivery is expected to be late.

c. Buyer may reject any delivery or cancel all or any part of any Purchase Order if Seller fails to make delivery in conformity with the terms and conditions of the Agreement including, without limitation, any failure of Products to conform to the specifications. Upon identification and notification of defective Products or nonconforming shipments, Buyer shall receive full credit either for scrap or return, which credit will include full costs paid to Seller, together with shipping, processing and related costs, if applicable. Within one week of the shipment of the defective Product, Seller shall submit to Buyer a written explanation of the root cause and corrective actions implemented to prevent reoccurrence.

3. Reschedules

Contec may reschedule the delivery of all or any part of an order subject to limitations based on the period of notice provided. To the extent any change causes an increase or decrease in the cost of or time required for performance of the Purchase Order, an appropriate equitable adjustment shall be made. Any claim by Seller for adjustment pursuant to such change must be asserted in writing within 15 days from receipt of the change. Seller shall furnish such documentary evidence as Contec may reasonably request substantiating the proposed adjustment Within 0 to 30 days of scheduled shipment date: no changes unless mutually agreed upon Within 31 to 60 days of scheduled shipment date: 50% of units Greater than 60 days of scheduled shipment date: unlimited Orders are expected to ship complete within 12 months of the original delivery date accepted by Seller. If a request to reschedule by Contec would cause a portion of an order to ship more than 12 months from the original delivery date, the Seller may offer additional time in which to take delivery of the remaining items upon mutual agreement or Contec may either (a) accept delivery of all remaining Products on the Order within the 12-month timeframe or (b) cancel all remaining items on the Order that will not be shipped within the 12 month timeframe.

4. Force Majeure

Neither Party will be in breach of this Agreement or responsible for damages caused by such Party's delay or failure to perform in full or in part its obligations hereunder, where such delay or failure is due to one of the following events of force majeure (each, a "Force Majeure Event"): fire, earthquake, catastrophic weather, strike, government sanctioned embargo, flood, act of God, war, act of any public authority or sovereign government, civil disorder, delay or destruction caused by public carrier, terrorist event, or any other circumstance substantially beyond the control of such Party and that cannot be reasonably forecast or prevented. Each Party agrees to notify the other promptly upon discovery of a Force Majeure Event and, to the extent possible, to work around the Force Majeure Event so as to minimize any delays or losses. Notwithstanding the provisions of this Section, a delay in performance due to a Force Majeure Event will be excused only so long as such event continues or until a commercially reasonable alternative method of performance can be implemented. If Seller fails to provide written confirmation that any delay will not exceed thirty (30) days or if any delay lasts more than thirty (30) days, Contec may terminate this Order (solely as to the impacted portion by such Force Majeure Event-for example, if there are deliveries under a single purchase order which are delayed by a Force Majeure Event and Seller is not able to provide the aforementioned written confirmation, then Contec would only have the right to terminate such impacted purchase order) without any liability to Seller or obligation to purchase raw materials, work-in-process or finished goods.

5. Prices - Payment

Prices for all Ordered Items will be as stated in the Purchase Order, and include all applicable federal, state, provincial and local taxes; provided, however, that in no event will the price charged by Seller under the Agreement be less favorable than the lowest price charged by Seller to other customers purchasing similar or lesser quantities of the Ordered Items. Payment terms for all Ordered Items will be Net 90 days or P-Card Free Month 15 as stated in the Purchase Order. Buyer shall be entitled to set off any amounts owing at any time from Seller to Buyer or any of its affiliated companies against any amount payable at any time by Buyer or such affiliates in connection with the Agreement.

6. Warranties

Seller represents and warrants that: (a) all Ordered Items and Seller's performance under the Agreement will (i) conform to all applicable drawings, specifications, descriptions, and samples furnished to or supplied by the Seller, (ii) be free from defects in design, material, and workmanship, and (iii) be in compliance with all then applicable laws (whether foreign or domestic), including without limitation laws related to the health and safety of consumers and the protection of the environment and child labor laws; (b) the Ordered Items (including packaging, labeling and documentation) do not infringe upon or violate any intellectual property, right of privacy or other proprietary or property right of any third party; (c) it has the right to grant Buyer a license to any software embedded or incorporated into any Ordered Items; (d) all Services will be performed in a workmanlike manner; and (e) it has complied and shall comply with all laws applicable to its performance under the Agreement.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, SELLER MAKES NO EXPRESS OR IMPLIED WARRANTIES UNDER THE PURCHASE ORDER AND EXCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE.

Warranty: Seller represents and warrants to Buyer that all products delivered to Buyer by Seller shall be free from defects in material and workmanship and manufactured in accordance and conformity with the specifications and requirements requested by Contec for 12 months after delivery of product to the Buyer. Seller further warrants that it shall extend to Buyer any broader warranties of any raw materials that may be provided by the manufacturer or supplier of such items. If such extended warranties are exercised after the original warranty period expires then, at Buyer sole discretion, Seller will either transfer said warranties to Buyer or provide logistical support of said warranties to Buyer at Seller's standard service rate.

7. Product Corrective Actions

Seller will provide at no charge technical and engineering assistance and information as Contec may request in order to enable Contec to investigate problems with Contec's products that Contec reasonably believes are related to, caused by, or involve the Products. If Contec is required to recall or conduct a field correction of any of its products due to the failure of any Product to meet its Specifications, Seller will cooperate fully with Contec in planning and conducting the corrective actions and manufacturing any necessary replacement Products. If the corrective action was required because Seller failed to manufacture a Product in accordance with the Specifications or to properly package or ship the Product, Seller will provide replacement Products at no cost to Contec and will reimburse Contec for all costs incurred by Contec in shipping the replacement Products to Contec customers and installing them, if necessary.

a. Product Recall Notification: If there is a product recall affecting any Deliverables made to Contec, Seller shall promptly send a written notification of recall including instructions for disposal and replacement to the Buyer. Supplier must also send a copy of recall notification.

b. Notification Responsibility: The Supplier shall inform Contec immediately where there is a reason to suspect that products previously supplied to Contec may not be in accordance with the Contec drawing, specification or purchase order requirement. The Supplier shall promptly inform Contec of any circumstance related to materials, manufacturing, processing methods, design, etc. which may make a product susceptible to premature failure or otherwise place the safe operation of that product at risk. The notification shall describe the nature of the discovered anomaly, its applicability to Contec part number(s), quantities affected and the probable impact to the proper function/performance of the item supplied.

c. Supplier Corrective Action Request: A Supplier Corrective Action will be forwarded by Contec to a Supplier when corrective action is required. Upon notification of the nonconformance, the supplier shall take immediate containment action and complete the analysis of cause and proposed corrective action within 20 business days. Failure to respond in a timely manner may result in the removal of Supplier from the Approved Suppliers Listing. Upon notification of the non-conformance shipments may be suspended until containment processes are enacted.

8. Termination

Buyer may terminate the Agreement in whole or in part upon [15] days' written notice to Seller. If Seller defaults in the performance of its obligations under the Agreement and is unable to cure the default within [10] days following notice of the default, Buyer may terminate the Agreement upon written notice. Upon the termination of the Agreement, in whole or in part, by Buyer for any reason, Seller shall immediately (a) stop all work under the terminated Agreement, (b) cause any of its suppliers or subcontractors to cease work, and (c) preserve and protect work in progress and materials on hand purchased for or committed to under the Agreement in its own and in its suppliers' or subcontractors' plants pending Buyer's instructions. Buyer shall not owe Seller any lost profit or payment for any materials or Products that Seller may consume or sell to others in its ordinary course of business.

9. Counterfeit Product Policy

Contec has adopted the definition of counterfeit part IDEA STD 1010-B as follows: Counterfeit Product: A counterfeit part is any part which has been fraudulently labeled or marked. Examples of counterfeit parts would include but are not limited to: Parts which do not contain the proper internal construction (die, manufacturer, wire bonding, etc.) consistent with the part ordered; Parts which have not successfully completed the Original Component Manufacturers full production and test flow, but are represented as completed product; Parts sold as up screened parts, which have not successfully completed up screening; Parts sold with labeling or markings intended to misrepresent the parts for, form fit, function or grade; Parts sold as new which have been (but not limited to) resurfaced and/or remarked (without legal right or authority to do so, to conceal their true manufacturer, revision, date code, lot code, or country of origin, etc.). Contec and Seller agree and acknowledge that counterfeit product has no value. If any counterfeit electronic parts are delivered or incorporated in the goods under this Order, Seller shall, at its expense, promptly replace such counterfeit electronic parts with electronic parts conforming to the requirements of this Order, or at Contec's discretion Seller shall reimburse Contec the full purchase price in addition to any fines or fees incurred. If product is determined counterfeit during Contec inspection, Seller may a) agree with the findings or b) contest or further verify Contec findings. (Authentication may be performed by contracting with an ERAI or AS 6171 approved test laboratory for a sample quantity inspection within 10 days of the notification by Contec) If findings confirm product is counterfeit Seller shall be solely responsible for the fees incurred by the test laboratory. Contec reserves the right to seize and quarantine counterfeit product. Said product may be sent to the IP (Intellectual Property) holder or appropriate Federal or State authorities for analysis and possible confiscation or destruction. No warranty period applies to counterfeit product.

10. Component Obsolescence

If Seller decides that it will obsolete or otherwise cease to manufacture, distribute or sell any Product, then Seller will notify Contec at least nine (9) months prior to the date it intends to cease manufacturing or distributing the Products. Seller and Contec will work together to identify acceptable alternatives to the discontinued item. Contec will be solely responsible for providing all end-user customer support for the Product, and Contec may provide such support in the manner and at the level that it deems reasonably appropriate in it sole discretion and cost. During the Term of this Agreement, and for a minimum period of five years after product obsolescence, Supplier will provide product support to Contec for Products. Such support shall include, but not be limited to; (a) submitting for Contec's prior written approval a request to implement design changes required to correct any discarded defects in the Product and providing the associated test data to support such design changes, (b) providing performance and reliability data, and (c) providing assistance in designating and qualifying warranty rework and/or replacement centers for the Product in the United States and in each major overseas market area, as applicable.

11. Sales and Use Taxes

Seller will be responsible for collecting and remitting any applicable sales and use taxes on the items and services covered by this order. A tax-exempt certificate will be provided to the Seller upon request.

12. Indemnity

Seller shall defend, indemnify and hold harmless Buyer, its affiliates, officers, employees and attorney fees, and other expenses, relating to or arising out of (a) Seller's breach of the Agreement; (b) death or injuries to persons or property due to Seller's breach of the Agreement; (c) the failure of the Products or Seller's performance of the Services to comply with the requirements of the Agreement, or (d) infringement of a third party's intellectual property rights by any Products (including packaging, labeling and documentation) or Services.

13. Insurance

Seller shall at all times maintain commercial general liability insurance, including products and completed operations liability, with limits and in the form as requested by Buyer, and workers' compensation insurance as required by law. At Buyer's request, Seller shall have Buyer added as an additional insured on the commercial general liability insurance policy and shall furnish Buyer with a certificate of insurance and applicable insurance policy endorsements evidencing such insurance.

14. Limitation of Liability

In no event shall Buyer's aggregate liability for any loss or damage arising out of or in connection with or resulting from the Agreement exceed the price allocable to the Products or Services or unit thereof which gives rise to the claim. Buyer shall not be liable for interest charges or penalties of any description

15. Governing Law
The Agreement and all rights and duties under the Agreement are governed by, and construed in accordance with, the laws of the State where Buyer's principal office is located. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Buyer shall have all rights and remedies granted it by the Uniform Commercial Code, without exclusion or limitation. Buyer's rights under the Agreement are in addition to any other legal or equitable remedies it may have against Seller. The parties hereby irrevocably consent to exclusive jurisdiction of, and venue in, State or Federal court in the State where Buyer's principal office is located.

16. Product Requirements
Certificate of RoHS Compliance: Supplier certifies that supplied parts are manufactured in compliance with Directive 2011/65/EU. Beginning on January 1, 2019, compliance with amendment (EU) 2015/863, or a statement of intention regarding the expected compliance date. Certificate of Compliance shall accompany delivery and shall be available upon request.

a. The following materials shall not be contained in any deliverable product: Cadmium, Magnesium, Zinc or Selenium except internal to hermetically sealed devices. Unalloyed tin with less than 3 percent (by weight) alloy material Corrosive solder fluxes (Type RA, etc.) unless detailed cleaning procedures are specified, along with appropriate verification methods to ensure removal of residue contaminants. Mercury or compounds of mercury. All radioactive materials including uranium, potassium, radium, thorium, and/or any alloy thereof.

b. Conflict Minerals: The seller shall comply with the Contec Conflict Minerals Policy and provide a disclosure form annually to Contec.

c. Control of Lower-Tier Suppliers: The Supplier shall flow-down all applicable Contec purchase order requirements, including, but not limited to Terms and Conditions and Quality Clauses to Sub-Tiers performing work involving this purchase order.

d. Control of Quality Records: All records related to the manufacturing, testing and inspection of parts supplied to a Contec purchase order will be maintained for a minimum of 7-years unless otherwise specified. Records must be available for review by Contec within two working days of request.

e. Electrostatic Discharge Control (ESD): All electrostatic sensitive devices shall be packaged, marked and handled in compliance with ANSI/ESD S20.20 (or equivalent).

f. Identification, Preservation, Packaging, and Packing: All shipments to Contec must be packaged to avoid damage and deterioration and must be shipped to the address specified on the PO unless otherwise noted.

g. Packaging and packing shall be in accordance with good commercial practices unless otherwise specified on the PO. Parts shall not be intermingled unless otherwise specified. Each box or container shall be labeled and have as a minimum the following information: (1) Part number and revision, (2) PO number, (3) PO Line Item, (4) Quantity and (5) Manufacturer's identification.

h. Shelf Life: No materials with a shelf-life date will be shipped to a Contec Americas Inc. purchase order with less than 80% of the full shelf-life as determined by the original manufacturer unless previously approved in writing by Contec. The expiration dates shall be clearly recorded on the packaging and the shipping documents.

i. Source of Supply: Suppliers are responsible to ensure compliance for materials used to manufacture parts supplied to Contec. Suppliers will only purchase materials from Original Equipment Manufacturers (OEM's), standard catalogues, or the OEM authorized distributors. Purchasing from independent brokers or other sources is not authorized unless approved in writing by Contec.

j. Temperature Sensitive Material: The Seller must identify each shipment of temperature sensitive material with the manufacture date, storage temperature and recommended shelf life, in addition to the normal identification requirements of Name, Type, Size, Lot Clause and Quantity.

k. Identification and special handling conditions must be recorded on the shipping document.

l. REACH (Registration, Evaluation, Authorization and Restriction of Chemicals): Seller must monitor their products to insure that they do not contain SVHC. Supplier must declare that none of its products contains any of the Substances of Very High Concern (SVHC) included in the most recent Candidate List of SVHC above a concentration of 0.1% weight by weight (w/w). Certificate of Compliance shall accompany delivery and shall be available upon request.

17. Quality Management System

Quality Management System: The seller shall maintain a Quality Management System that complies with the requirements of either ISO 9001 or a Quality Management System approved by Contec