



PURCHASE ORDER

PURCHASE ORDER	ORDER DATE
P-02019	10/08/26
CHANGE ORDER NO.	DATE REVISED
SHOW OUR P.O. NO. ON ALL INVOICES.	

105 WILBUR PL, BOHEMIA, LONG ISLAND, NEW YORK, 11716
PHONE: (631) 333-7950 www.powerdevicecorp.com

This order is subject to the terms and conditions of purchase stated on both the face and reverse of this form and to the applicable supplementary provisions and/or clauses incorporated by reference. All contracts, including any changes, additions and/or deletions including those related to Engineering instructions must be authorized by the designated Buyer. No verbal direction or redirection will be valid without written instruction from the designated Buyer. No other PDC personnel may place orders, issue change orders, make commitments, solicit proposals, or carry on negotiations, without authorization from the designated Buyer

TURNPACK LLC 6922 E VIA NORTHGATE SUITE 101 MESA, AZ 85212 UNITED STATES ATTN:				CERTIFICATE OF COMPLIANCE REQUIRED CONFIRMING ORDER DO NOT DUPLICATE			
SHIP TO POWER DEVICE CORPORATION 40 ORVILLE DR BOHEMIA, NY 11716 US		VENDOR # P62387		SHIP METHOD FEDEX GROUND PDC ACCT#213486013		INCOTERMS 2010 DAP	PAGE 1
RETURN ACKNOWLEDGEMENT TO BUYER CONFIRMING ACCEPTANCE OF DELIVERY, SCHEDULE, PRICE, TERMS, AND CONDITIONS OF PURCHASE.				BILL TO: PLEASE EMAIL INVOICES IN PDF FORMAT TO pdcap@powerdevicecorp.com			
CONTRACT #		TAX EXEMPT # 11-222-6748		ACKNOWLEDGED BY		DATE	
TERMS NET 30 DAYS		T-TAXABLE N-NONTAX N		DESIGNATED BUYER JOHN CARLO FRANCIA		39	
ITEM NO.	QUANTITY ORDERED	PDC PART NO./DESCRIPTION	ACCOUNT CHARGED	U/M	UNIT COST	PER	TOTAL COST
For service suppliers (i.e., calibration, test lab, outsource labor), the following Supplier Product Assurance Provisions apply: 3, 7, 14, 23, 25, 28, 29, 30. Refer to the applicable website below: WWW.DDC-WEB.COM WWW.POWERDEVICECORP.COM About - Supplier Info - Supplier PA Provisions.							
REF QUOTATION NO. SO26381134							
001	1.00	MIDAS Optics MIDAS Optics	HY-0950-	POLI	EA	\$ 4200.0000	EA \$ 4200.00
SCH QTY 1.00		RCV QTY 0.00		SCH DATE 10/07/2026		REQ DATE 10/07/2026	
							Total: \$ 4200.00

Terms and Conditions of Purchase

1. Acceptance of Purchase Order

Agreement by Seller to furnish the materials or services hereby ordered or the furnishing of such materials or services in whole or in part, shall constitute acceptance by Seller of this purchase order subject to these terms and conditions. In the event that the purchase order does not state price or delivery, buyer will not be bound to any prices or delivery (to which it has not specifically agreed in writing). Any items or conditions proposed by Seller inconsistent with or in addition to the terms and conditions of purchase herein contained shall be void and of no affect unless specifically agreed to by Buyer. Modifications hereof or additions hereto to be effective must be made in writing and be signed by Buyer. These terms and conditions together with such modifications and with such data relating to price and delivery as are accepted in writing by Buyer, constitute the entire agreement between the parties.

2. Shipping Instructions

- (a) Seller shall be responsible for ensuring the proper packaging of materials hereunder.
- (b) Unless otherwise directed, all items shipped in one day from and to a single location must be consolidated on one bill of lading or air bill, as appropriate. No charges will be allowed for packing, crating, freight, local cartage, and/or any other services unless so specified in this purchase order of any authorized charges thereto.
- (c) For material purchased EXW, the Seller shall not insure and not declare a value except when transportation rates are based on "released value", in which instance the Seller shall annotate on the bill of lading the lowest released value provided in applicable tariffs.
- (d) Seller shall at all times comply with Buyer's written shipping instructions.
- (e) Seller shall submit all required shipping papers to Buyer prior to final payment.

3. Delivery; Notice of Delay

- (a) Time is and shall remain of the essence and is a very important element of this purchase order. No acts of Buyer, including without limitation modifications of this purchase order or acceptance of late deliveries shall constitute waiver of this provision. Buyer also receives the right to refuse or return at Seller's risk and expense shipments made in excess of Buyer's orders or in advance of required schedules or to delay payment on advance deliveries until scheduled delivery dates.
- (b) Seller shall notify Buyer in writing immediately of any actual or potential delay or threat to delay the timely performance of this purchase order.

4. Termination For Convenience

- (a) Buyer may by notice in writing direct Seller to terminate this purchase order or work under the purchase order in whole or in part at any time, and such termination shall not constitute a default in such event, unless Seller shall have defaulted or been in default in performance hereof. Buyer and Seller shall have all rights and obligations accruing to it both at law, or in equity, including Buyer's right to title possession of goods paid for.
- (b) Seller shall be reimbursed for actual, reasonable, and substantial costs, plus a reasonable profit for work performed to date of termination. Buyer may take immediate possession of all work so performed upon notice of termination.
- (c) Seller's obligations under the warranty, patent, and confidentiality provisions of the purchase order shall survive such termination

5. Termination For Default

- (a) Buyer may by notice in writing direct Seller to terminate this purchase order or work under this purchase order in whole or in part at any time for breach of any one or more of its items. Further, the insolvency of the Seller or adjudication of bankruptcy of the Seller or the filing of a voluntary or involuntary petition of bankruptcy by the Seller or the making of an assignment for the benefit of creditors by the Seller shall also be breach hereof.
- (b) In the event of Seller's default hereunder, the Buyer may exercise any of all rights accruing to it. Both at law including those set forth in Article 2 of the Uniform Commercial Code or in equity.
- (c) Seller's obligations under the warranty, patent, and confidentiality provisions of this purchase order shall survive such termination.

6. Disputes

- (a) Any controversy or claim arising out of or relating to this purchase order or the breach thereof may be settled at Buyer's sole discretion either by submitting the claim to (a) a court of competent jurisdiction or (b) binding arbitration, before a single arbitrator in the state and under the laws of the state from which this purchase order is issued, in accordance with the commercial arbitration rules of the American Arbitration Association; and judgment upon the arbitrator's award may be entered in any court having jurisdiction thereof.
- (b) Pending resolution or settlement of any dispute arising under this purchase order, Seller will proceed diligently as directed by Buyer with the performance of this purchase order.

7. Remedies

- (a) The rights of both parties hereunder shall be in addition to their rights and remedies at law or in equity. Failure of Buyer to enforce any of its rights shall not constitute a waiver of such rights or of any other rights.
- (b) In no event shall Seller be entitled to anticipatory profits or to special (including multiple or punitive), incidental, or consequential damages.

8. Confidentiality

All specifications, information, data, drawings, software and other items that are (i) supplied by the Buyer (ii) obtained by the Seller and paid for by the Buyer for performance of this purchase order or (iii) which are to be furnished by Seller on this purchase order shall be confidential. Seller shall not disclose this information to any third party without Buyer's prior written consent

9. Buyers Property

- (a) All confidential information plus all drawings, tools, jigs, dies, fixtures, materials, and other items supplied by Buyer shall be and remain the property of Buyer and Buyer shall have the right to enter Seller's premises and remove them at any time without being guilty of trespass or liable to Seller for damages of any sort.
- (b) All such items shall be used only in the performance of work under this purchase order unless Buyer consents otherwise in writing.
- (c) Material made in accordance with Buyer's specifications and drawings shall not be furnished or quoted to any other person or concern without Buyer's prior written consent

10. Release Of Information

Seller shall not publish any information developed under this purchase order, nor distribute it nor make any news release about the subject matter of this purchase order without prior approval of the Buyer.

11. Government Owned Material and Information

Notwithstanding this or any other provisions of these Terms and Conditions of Purchase, upon prior written notice to Buyer and to the extent such use will not interfere with Seller's performance of purchase order's with Buyer in effect at the time. Seller with U.S. Government's authorization may use on other contracts all material, engineering data or other technical or proprietary information, which the U.S. Government owns or has the right to authorize the use thereof.

12. Order Of Precedence

In the event of conflict between specifications, drawings, samples, designated type, part number, or catalog description, the specifications shall govern over drawings, drawings over samples, whether or not approved by Buyer and samples over designated type, part number, or catalog description. In cases of ambiguity in the specifications, drawings, or other requirements of this purchase order, Seller must, before proceeding consult Buyer, whose written interpretation shall be final.

13. Subcontracting

No lower tier subcontract or purchase order valued at (i) \$100,000.00 or more or (ii) 10 percent of the indicated value of this purchase order, whichever figure is less shall be issued by the Seller to any party for furnishing any of the completed or substantially completed supplies (except spare parts) or other work herein contracted for without the written approval of the Buyer.

14. Warranty

- (a) Seller warrants the materials delivered or services rendered on this purchase order to be free from defects in workmanship, materials and design and to be in accordance with Buyer's specifications, drawings and/or samples in all respects. These warranties shall survive final acceptance and payment pursuant to UGC 2-601 and 2-606.
- (b) This warranty entitlement covers both Buyer and Buyer's customers.
- (c) Seller shall be liable for and save Buyer harmless from any loss, damage, or expense whatsoever that Buyer may suffer from breach of any of these warranties. Remedies include replacement (if Buyer so elects) of non-conforming goods.

15. Inspection

- (a) All material and workmanship shall be subject to inspection by Buyer before, during performance, and after delivery. The Buyer may require Seller to repair or replace rejected material or Buyer may accept any material upon discovery of nonconformance, may reject or keep and rework any such materials not so conforming. Cost, repair, rework, replacement, inspection, transportation, repacking and/or re-inspection by Buyer shall be at Seller's expense.
- (b) If inspection and test are made on the premises of Seller or Seller's lower tier subcontractor, Seller shall furnish without additional charge all reasonable facilities and assistance for the safe and convenient inspection and test required by the inspectors in the performance of their duty. The foregoing provisions of this Article are supplementary to and not in lieu of the provisions of (a) above.
- (c) Buyer's failure to inspect does not relieve Seller of any responsibility to perform according to the terms of the purchase order.

16. Changes

Buyer shall have the right by written order to suspend work and to make changes from time to time in the services to be rendered or the materials to be furnished by Seller hereunder or the delivery date. If such suspension or changes cause an increase or decrease in the cost of performance of this purchase order or in the time required for its performance, an equitable adjustment shall be negotiated promptly and the purchase order shall be modified in writing accordingly. Any claim by Seller for adjustment under this clause must be asserted in writing within 20 days from date of receipt by Seller of notification of the change or suspension and shall be followed as soon as possible specifics of the amount claimed and supporting cost figures. However, nothing herein shall excuse the Seller proceeding with this purchase order as changed pending resolution of the claim.

17. Patents

Except for manufactured products which are purchased by the Seller specifically for resale to the Buyer, warrants that the sale, use, or incorporation into manufactured products of all machines, parts, components, services, devices, material and rights furnished or licensed hereunder which are not of Buyer's design, composition, or manufacture shall be free and clear of infringement of any valid patent copyright, trademark or other proprietary rights. Seller shall save Buyer and its customers harmless from any and all expenses, liability, and loss of any kind (including all costs and expenses including attorneys fees) growing out of claims, suits, or actions alleging infringement, which claims suits or actions Seller, hereby agrees to defend. Seller may replace or modify infringing goods with comparable goods of substantially the same form, fit and function so as to remove the source of infringement.

18. Taxes

Seller agrees to pay all local, state, and Federal excise; sales and use taxes when applicable (unless otherwise in writing).

19. Assignments

Seller may not assign any rights or obligations due or to become due under this purchase order without the written consent of Buyer. Buyer shall have the right at any time to set off any amount owing from the Seller to or Buyer's subsidiaries and/or affiliates against any amount due and owing to Seller or any of its subsidiaries pursuant to this purchase order or any other contractual agreement between Buyer and Seller or their respective subsidiaries and/or affiliates.

20. Compliance With Law; Gratuities

- (a) Seller warrants that the materials to be furnished and the services to be rendered under this purchase order shall be manufactured, sold, and used in compliance with all relevant Federal, state, and local laws and regulations including the Fair Labor Act of 1938.
- (b) Seller certifies that all equipment and materials delivered under this purchase order are in conformance with latest OSHA requirements.
- (c) The Seller certifies that in the performance of this purchase order, it will comply with all applicable Department Transportation regulations on hazardous materials and any other pertinent Federal, state, or local statutes, laws, rules or regulations and Seller further agrees to save Buyer harmless from any loss, damage, fine, penalty, or expense whatsoever that Buyer may suffer as a result of Seller's failure to comply with this certification. The foregoing is in addition to and not mitigation of any other requirements of this purchase order.
- (d) Seller warrants that it has not offered or given and will not offer or give to any employee, agent, or representative of Buyer any gratuity or any kickback within the meaning of the Anti-Kickback Act as amended with a view securing any business from Buyer or influencing such person with respect to the terms, conditions, or performance of any contract with or purchase order from Buyer. Any breach of this warranty shall be a material breach of each and every contract between Buyer and Seller.
- (e) Refer to PDC's Website (www.powerdevicecorp.com) to access appropriate FAR and DFARS flowdowns for commercial and non-commercial items (located under "About PDC -> Suppliers").
- (f) Seller certifies that no form of slavery or human trafficking will contribute to the process of furnishing these materials. Refer to our website for a full list of requirements.

21. Indemnity Against Claims

- (a) Seller shall defend, indemnify and hold harmless Buyer and Buyer's directors, officers, employees and agents from any liability, claim of liability, expense, cause of action, loss or damage whatsoever including attorney's fees arising out of or in any way connected with Seller's performance or failure to perform this purchase order or that of Seller's agents, employees, or subcontractors. Seller shall be responsible for the actions and failure to act of all parties retained by through or under Seller's connection with the performance of this purchase order. Seller shall also maintain Public Liability, Property Damage, Employer's Liability, and Compensation Insurance and Motor Vehicle (Personal Injury and Property Damage) Insurance as are specified in this purchase order. If none are specified, such amount as will protect Seller (or its subcontractors) and Buyer from any risks and from any claims under any applicable Worker's Compensation, Occupational Disease and Occupational Safety and Health statutes including the Occupational Safety and Health Act.
- (b) Seller shall without limitation as to time indemnify and save Buyer harmless from all claims which may asserted against property covered hereunder, including without limitation mechanic's items claims arising under Compensation or Occupational Disease laws and from all claims for injury to persons or property arising related to such property unless the same are caused solely and directly by Buyer's negligence.

22. Controlled Unclassified Information (CUI) and Federal Contract Information (FCI)

Contractor shall comply with physical protection and access control requirements applicable to Controlled Unclassified Information (CUI) and Federal Contract Information (FCI), as defined in the organization's current physical security policy, available upon request.