

Purchase Order Terms and Conditions

These terms and conditions are incorporated by reference into all DDi purchase orders. All orders are subject to these terms and conditions.

Acceptance. Seller's commencement of work on the goods subject to this purchase order or shipment of such goods, whichever first occurs, shall be deemed as an effective mode of acceptance of DDi's offer to purchase contained in this purchase order. Any acceptance of this purchase order is limited to acceptance of the express terms of the offer contained on the front and back hereof, and seller shall be deemed to have waived objection to any term and condition contained herein upon such acceptance. If this purchase order shall be deemed an acceptance of a prior offer by seller, such acceptance is limited to acceptance of the express terms contained herein. Any of seller's terms and conditions that are in addition to or different from those contained herein are objected to and shall be of no force or effect.

Delivery Terms. All deliveries shall be made as FOB DDi Factory. DDi is not obligated to accept early, late, partial, or excess deliveries.

Payment Terms. DDi payment terms are Net 60 days. DDi does consider accelerated payments with discounts if Seller offers such.

Cancellation/Termination. DDi reserves the right to cancel this purchase order, in the event of default by Seller, without further obligation. DDi reserves the right to terminate this purchase order for its convenience. In the event of termination for convenience, DDi will reimburse Seller for sunk costs incurred during the performance of this purchase order which can not otherwise be recovered.

Time of Performance. Seller acknowledges that time is of the essence in satisfying the requirements of this purchase order. DDi may cancel this purchase order without further obligation should Seller fail to deliver within the delivery date specified on the face of this order. Seller and DDi may mutually agree to modify delivery dates. Such agreement will be evidenced as a change on the face of this order.

Confidentiality. Supplier will employ reasonable means to protect and keep confidential DDi information not generally known or made available and that supplier acquires knowledge of. This includes but is not limited to any of DDi's or its customer's designs, business plans, pricing information, etc.

Assignment. This purchase order may not be assigned without the prior written consent of DDi.

Entire Agreement and Modifications. This purchase order constitutes the entire agreement between DDi and Seller with respect to the subject matter hereof, and may not be amended by any trade usage or prior course of dealing between the parties. Any alterations to this purchase order including changes to the quantity, description, price and/or delivery date requirements set forth on the face of this order must be documented and approved by both parties in writing.

Warranty. Seller shall warranty its products are fit for a particular purpose. Seller's product(s) shall be free from defects in materials and workmanship. Seller shall warranty its product(s) for a period of twelve months from receipt. DDi shall reserve the right to return defective product, rather than replace, for a full refund of the purchase price and any applicable transportation charges.

Indemnification. Seller shall protect DDi against any and all liability arising out of or in connection to Seller's products or services. Seller will indemnify and hold DDi harmless against damages, liability, claims, losses, costs, and expenses arising out of or resulting from any defect in the goods or services provided and any act or omission of the seller, its agents, employees, or subcontractors.

Patent Infringement. Seller shall indemnify DDi, its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of any U.S. or foreign patent, trademark or copyright arising out of this purchase order.

Independent Contractor/Insurance. Where Seller's employees, agents or assigns enter DDi's premises to perform work, such personnel are doing so as independent contractors. Seller is required to provide proof of general liability insurance with coverage of no less than \$1,000,000 per occurrence, including workers' compensation and comprehensive automobile liability coverage. Sellers insurance shall indicate DDi as the certificate holder/loss payee.

Force Majeure. Neither DDi nor Seller shall be responsible for acts outside of their control including but not limited to a strike, natural disaster, riot or other unanticipated event.

Waiver. DDi's waiver of any breach of any of the terms and conditions set forth herein or on the face of the purchase order, or the waiver of any right, shall not act as a waiver of any other breaches or rights.

Price. Seller warrants that the price being charged to DDi is at least as low as the price being charged to others for comparable goods in comparable quantities. The price specified on the face of this order is the price to be paid. Taxes, shipping, packaging or other charges may not be added unless specifically agreed to in writing by DDi.

Inspection. DDi reserves the right to inspect, test, and reject the goods at any time, even after the goods have been received and paid for. DDi will return non-conforming and/or defective goods at Seller's expense.

Non-Conforming Product Notification. In the event supplier suspects, or is made aware of, a potential non-conformance in product already shipped to DDi, supplier shall issue a quality alert to DDi through DDi's Purchasing Department. Supplier will work with DDi to immediately remove and replace, as warranted, such material.

Process Change Notification. Supplier shall notify DDi, in writing, of any changes to supplier's product and/or process that may have a potential impact on the quality of DDi's finished product, including but not limited to, changes in facilities, equipment and material suppliers.

Right of Access. When requested by DDi, DDi's customer or a regulatory agency, and when provided with reasonable written notice, supplier shall grant right of access to facilities and applicable records pertaining to DDi's purchase orders.

Flow Down Requirement. Supplier will require all of its subcontractors and sub-tier suppliers to comply with DDi's requirements as outlined in the purchase order, these terms and conditions and other applicable documents.

Non-Discrimination. During the performance of this contract (or purchase order), the contractor/vendor agrees to comply with all Federal, state and local laws respecting non-discrimination in employment and non-segregation of facilities including, but not limited to, requirements set out at 41 CFR 60-1.4, 60-250.4 and 60-741.4, and FAR 52.222-21 and 52.222-26, which equal opportunity clauses are hereby incorporated by reference. Notification is hereby given that compliance with these clauses may require the contractor/vendor to annually file certain reports (e.g. EEO-1 Report and VETS-100 Report) with the Federal government and may require the contractor/vendor to develop written Affirmative Action Programs for Women and Minorities, covered Veterans and/or Persons with Disabilities.

RoHS. Seller expressly warrants that all goods supplied to DDi comply with the EU directive on the restriction of the use of certain hazardous substances (RoHS) in electrical and electronics equipment, directive 2002/95/EC. If Seller's goods do not meet this requirement, Seller shall mark this purchase order as "RoHS Non-Compliant" and fax it to the DDi Purchasing fax number on the face of the purchase order. Seller's goods shipped to DDi without notification of non-compliance is Seller's express communication of compliance with the RoHS directive. Seller may not ship RoHS non-compliant goods without obtaining prior written authorization from DDi Purchasing.

Compliance. Seller expressly warrants that it complies with all applicable local, national, and international laws, standards and regulations affecting the environment, health, and safety in the workplace, including laws relating to freedom of association, right to organize, abolition of forced labor, elimination of child labor, and equality and anti-discrimination rights. Seller warrants that it complies with all applicable governmental, legal and regulatory requirements, including, but not limited to, anti-bribery and anti-corruption laws, such as the U.S. Foreign Corrupt Practices Act (FCPA). Buyer has the right to conduct, or have a third party conduct, an independent audit to assure compliance with this provision, and may require that Seller sign a compliance certificate on an annual basis.

Remedies; Governing Law and Venue; Attorney's Fees. All remedies are cumulative and any remedies stated are in addition to and do not exclude any remedies allowed by law. This agreement shall be construed and enforced under the laws of the State of California without regard to the conflict of laws principles of that State. Any litigation arising from this agreement shall be instituted in either State or Federal Court located within Orange County, California. In any legal action commenced to enforce the terms and conditions herein, the prevailing party shall be entitled to recover costs and expenses of such litigation, including, without limitation, its attorney's fees.