



APPLICATION FOR OPEN ACCOUNT

For new customers only.
Please complete and return with order.

Name of Business: ATLANTIC DIVING SUPPLY, INC.
Business Address: 621 Lynnhaven Pkwy
City: Virginia Beach State: Virginia Zip: 23452
Date Established: 1997 Business Phone: 866-845-3012

Sales Tax ID # 10-541867268F-001 Home # N/A Fax # 757-481-2039
Fed ID# 54-1867268 E-Mail: ads-ap@adsinc.com / customercare@adsinc.com

Type of Business: (X) Corporation () Partnership - Soc. Sec.#: _____
() Limited Liability () Sole Proprietorship - Soc. Sec.# _____
(If Sole Proprietorship or Partnership Social Security Number required)

Officers: Jason Wallace CEO

Bank References:

Name of Financial Institution: WELLS FARGO
Address: 440 Monticello Ave Ste. 1100 City: Norfolk State: VA Zip: 23510
Phone # (757) 667-3561 Fax # (855) 241-4255
Type of Account: CHECKING Account #: 2000026270090

Trade References: WE MUST HAVE A MINIMUM OF (3) VALID TRADE REFERENCES IN ORDER TO PROCESS YOUR APPLICATION - FAX NUMBER MUST BE INCLUDED.

Company Name: HDT Expeditionary Systems, Inc. Contact: Ronna Gilbert
Acct # 1007081
Address: 30500 Aurora Rd., Suite 100 City: Solon State: OH Zip: 44139
Phone # (216) 438-6200 Fax #: (440) 248-1691

Company Name: Eye Safety Systems Contact: Valerie Lewis
Acct # 1214786
Address: 160 7th St., West City: Ketchum State: ID Zip: 83340
Phone # (208)-806-3704 Fax #: (208)-726-4563

Company Name: DRIFIRE, LLC Contact: Dave Desvari
Acct # D00693
Address: 2326 Momentum Place City: Chicago State: IL Zip: 60689
Phone # (800) 553-0672 x 860 Fax #: (216) 941-1130

This is to certify that all merchandise purchased by the undersigned from RECONYX, INC. is purchased for the purpose of resale. PLEASE NOTE: Interest will be charged at the rate of 1.5% per month on any unpaid balance on all overdue accounts. Purchasers are liable for all costs incurred by RECONYX, INC. in collection of delinquent accounts. I hereby authorize RECONYX, INC. to verify my bank account(s) as needed to process my credit application. I further authorize RECONYX, INC. to order a consumer credit report and verify other credit information, including past and present. It is understood that a copy of this application will also serve as authorization to obtain said information. Said information will be used in the processing of this credit application. These conditions are understood and agreed to.

SIGNED: Donald G Simms DATE: 12/17/19

PRINT NAME: Donald G Simms DATE: 12/17/19

PERSONAL GUARANTEE:

I hereby agree to pay to the undersigned vendor all indebtedness not or hereafter owing by me to said company, whether individually, partnership, or corporation. In consideration of said vendor extending credit to the above applicant, the undersigned does hereby individually and personally guarantee the sum or sums of money as may at anytime hereafter become due from the said applicant for goods sold to the applicant whether said indebtedness be in the form of notes, bills or open account. If it becomes necessary to enforce this guarantee by suit, I agree to pay any and all accrued interest and attorney fees as allowed by law.

SIGNED: _____ DATE: _____

PRINT NAME: _____ DATE: _____

Form ST-10

**COMMONWEALTH OF VIRGINIA
SALES AND USE TAX CERTIFICATE OF EXEMPTION**

(For use by a Virginia dealer who purchases tangible personal property for resale,
or for lease or rental, or who purchases materials or containers
to package tangible personal property for sale)

To: RECONYX (Name of supplier) Date 12/17, 2019
3828 Creekside Lane Holmen WI 54636
 (Number and street or rural route) (City, town, or post office) (State) (ZIP Code)

The Virginia Retail Sales and Use Tax Act provides that the Virginia Sales and use tax shall not apply to tangible personal property purchased for resale; that such tax shall not apply to tangible personal property purchased for future use by a person for taxable lease or rental as an established business or part of an established business, or incidental or germane to such business, including a simultaneous purchase and taxable leaseback. The Act provides also that such tax shall not apply to packaging materials such as containers, labels, sacks, cans, boxes, drums or bags if the materials are marketed with a product being sold and become the property of the purchaser.

This Certificate of Exemption may not be used by a using or consuming construction contractor as defined in the Regulations.

The undersigned dealer hereby certifies that all tangible personal property purchased from the above named supplier on and after this date will be purchased for the purpose indicated below, unless otherwise specified on each order, and that this Certificate shall remain in effect until revoked in writing by the Department of Taxation. (Check proper box below.)

1. Tangible personal property for RESALE only.
 2. Tangible personal property for future use by a person for taxable LEASE OR RENTAL as an established business, or part of an established business, or incidental or germane to such business, or a simultaneous purchase and taxable leaseback.
 3. Packaging materials such as containers, labels, sacks, cans, boxes, drums or bags that are marketed with a product being sold and become the property of the purchaser.

Name of Dealer ATLANTIC DIVING SUPPLY, INC Certificate of Registration No. 10541867268F-001

Trading as ADS, INC

Address 621 Lynnhaven Pkwy Virginia Beach VA 23452
 (Number and street or rural route) (City, town, or post office) (State) (ZIP Code)

Kind of business engaged in by dealer Sales of Special Operations & Tactical Equipments & Tools

I certify that I am authorized to sign this Certificate of Exemption and that, to the best of my knowledge and belief, it is true and correct, made in good faith, pursuant to the Virginia Retail Sales and Use Tax Act.

By Donald B. Smith VP Finance
 (Signature) (Title)

(If the dealer is a corporation, an officer of the corporation or other person authorized to sign on behalf of the corporation must sign; if a partnership, one partner must sign; if an unincorporated association, a member must sign; if a sole proprietorship, the proprietor must sign.)

Information for supplier—A supplier is required to have on file only one Certificate of Exemption properly executed by the dealer who buys tax exempt tangible personal property for the purpose indicated hereon.



ADS Trade Reference Information

Billing Address: 621 Lynnhaven Pkwy, Suite 160
Virginia Beach, VA 23452

Shipping Address: 2512 Aviator Drive
Virginia Beach, VA 23453
Tel: (757) 416-7552
Fax: (757) 440-3029

Kitting Facility
2505-B Aviator Drive
Virginia Beach, VA 23453
Tel: (757) 351-1251
Fax: (757) 961-8113

Phone: (757) 481-7758
Fax: (757) 481-2039

Form of Organization: S-Corporation
Fed ID Number: 54-1867268
VA Sales Tax: 10-541867268F-001
Dun & Bradstreet: 027079776
Type of Business: Special Operational Equipment Sales
Year Established: 1997

Officers: Luke Hillier, Chairman
Jason Wallace, CEO
John Dunn, CFO
Don Simms, VP Finance

Accounts Payable Contacts: Nick Casassa (757) 275-7970
Cheryle Crabtree (757) 351-1263
Maria Roman (757) 275-7973
Emily Parker (757) 416-7575
Susan Betz (757) 351-1272
Ruby Lambert (757) 963-8745
Stacey Thompson (757) 416-7503
Kelli Chastain (757) 416-6550

References:

HDT Expeditionary Systems, Inc.
Ronna Gilbert
creditterms@hdtglobal.com
30500 Aurora Rd., Suite 100
Solon, OH 44139
Phone (216) 438-6200
Fax (440) 248-1691

Eye Safety Systems
Valerie Lewis
Valerie.lewis@esseyepro.com
160 7th St., West
Ketchum, ID 83340
Phone (208)-806-3704
Fax (208)-726-4563

DRIFIRE, LLC
Dave Desvari
Accounting@thinknsa.com
2326 Momentum Place
Chicago, IL 60689
Phone (800) 553-0672 x 860
Fax # (216) 941-1130

Rocky Brands
Tom Robertson – CFO
thomas.robertson@rockybrands.com
39 E. Canal St.
Nelsonville, OH 45764
Phone (740) 753-9100 x 2466
Fax (740) 753-4024

Bank References:

Wells Fargo, Carol Wilkinson
440 Monticello Ave. Ste. 1100
Norfolk, VA 23510
Account # 2000026270090
Account # 2079900625077
Phone (757) 667-3561
Fax (855) 241-4255

Towne Bank, Diane Proescher
2101 Parks Ave
Virginia Beach, VA 23451
Account # 0231083556
Phone (757) 638-6756
Fax (757) 484-6938

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
ATLANTIC DIVING SUPPLY, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
621 LYNNHAVEN PKWY., SUITE 160

6 City, state, and ZIP code
VIRGINIA BEACH, VA 23452-7448

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
5	4		1	8	6	7	2	6	8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Donald S. Jensen Date ▶ 01/10/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.

TERMS AND CONDITIONS OF PURCHASE

1. DEFINITIONS

- a. "ADS" means Atlantic Diving Supply, Inc.
- b. "ADS Purchasing Representative" means the ADS buyer responsible for issuing the Purchase Order (as defined below) and any modifications thereto, and does not include ADS sales personnel.
- c. "FAR" means Federal Acquisition Regulation.
- d. "Products" mean the products, parts, and/or equipment included on ADS's Purchase Order to Seller.
- e. "Purchase Order" means the order issued by ADS to Seller, and to which these Terms and Conditions of Purchase apply.
- f. "Seller" means the entity to which ADS's Purchase Order is issued.
- g. "Services" means services to be rendered by Seller included on ADS's Purchase Order to Seller.
- h. "Ship By Date" means the date stated on the Purchase Order in the column labeled "SHIP BY DATE."

2. ACCEPTANCE OF ORDER

Seller's written acknowledgment of the Purchase Order, commencement of performance pursuant to the Purchase Order, or acceptance of any payment under the Purchase Order shall each, independently, constitute Seller's acceptance of the Purchase Order subject to these Terms and Conditions of Purchase. Additional terms proposed by Seller or included with Seller's Purchase Order acknowledgment are expressly rejected by ADS unless accepted in writing by the ADS Purchasing Representative.

3. PACKAGING, MARKING, AND SHIPMENT

- a. Seller shall follow all shipping instructions sent with the Purchase Order. Seller shall not make more than one shipment per week unless authorized in writing by the ADS Purchasing Representative.
- b. Shipments must equal the exact quantities shown on the Purchase Order unless otherwise agreed to by the ADS Purchasing Representative in writing.
- c. If Seller ships the Products to an address other than the shipping address listed on the Purchase Order, ADS, in its sole discretion, reserves the right to require Seller to ship replacement Products to the shipping address listed on the Purchase Order and to (i) reduce any payment due to Seller by the amount of the costs incurred by ADS due to Seller's use of an incorrect shipping address, including, but not limited to, ADS's cost to ship to the incorrect address and ADS's cost to ship to the correct address or (ii) demand payment of same amount by Seller.
- d. If Seller is utilizing ADS's shipping accounts, Seller shall not declare the value of the shipment or insure ADS's shipments in excess of the carrier's stated standard liability without prior written authorization by the ADS Purchasing Representative. If Seller declares the value of the shipment or insures the shipment in excess of the carrier's standard liability without prior written authorization, ADS reserves the right, in

its sole discretion, to (i) reduce any payment due to Seller by the cost incurred by ADS due to such declaration of insurance or (ii) demand payment of same amount from Seller.

4. DELIVERY

- a. Seller shall comply with the Ship By Date specified in the Purchase Order. Only a written modification of the Purchase Order by the ADS Purchasing Representative will constitute a waiver of this provision. If Seller cannot meet the Ship By Date, Seller shall inform ADS in writing not later than two days from the date it receives the Purchase Order of Seller's proposed shipping date and ADS may modify the Purchase Order to reflect the proposed shipping date. ADS's receipt of this notice will not constitute a waiver of ADS's right to timely performance.
- b. If Products and Services are not provided by the Ship By Date, ADS reserves the right to cancel the Purchase Order, and ADS may require Seller to pay to ADS the difference between Seller's price and the price ADS is charged to procure the Products and/or Services elsewhere in addition to any other remedies ADS may have available to it, including consequential damages. If Products and Services are not provided by the Ship By Date and ADS does not cancel the Purchase Order, ADS, in its sole discretion, may (i) charge Seller a fee in the amount of 0.1% of the value of the Products or Services that are not provided by the Ship By Date per day, which shall not exceed 5% of the value of the affected Products or Services, and may reduce any payment due to Seller by the fee amount or (ii) demand payment of such fee amount from Seller.

5. ACCEPTANCE OF PRODUCTS OR SERVICES

- a. All Products and Services provided by Seller under the Purchase Order shall be in accordance with the Purchase Order, including applicable instructions and attachments.
- b. All Products provided under the Purchase Order shall be in new condition.
- c. All Products and Services shall be subject to inspection and testing by ADS and/or ADS's customer.
- d. ADS reserves the right to reject nonconforming Products or Services and require Seller to promptly remove the rejected Products or reperform the rejected Services at Seller's sole expense. ADS shall have the option, in its sole discretion, to either (i) require Seller to replace the rejected Products or reperform the rejected Services at Seller's expense or (ii) terminate the Purchase Order pursuant to section 12(c) below.

6. PRICES

Unless otherwise listed on the face of the Purchase Order, prices are FOB origin. Except as may be otherwise provided in the Purchase Order, the price includes all applicable federal, state, and local taxes in effect on the date of the Purchase Order.

7. PAYMENT TERMS

- a. Seller's invoice shall contain all required certifications and evidence of shipment.
- b. Payment terms are net thirty (30) days from date of ADS's acceptance of Seller's invoice unless otherwise indicated on the Purchase Order.

8. MODIFICATIONS TO PURCHASE ORDER

ADS shall have the right to modify the Purchase Order, provided that such modifications must be made in writing by the ADS Purchasing Representative. If any change requested by ADS causes an increase or decrease to the cost or delivery schedule, Seller shall notify ADS of such change in cost or delivery schedule within five (5) calendar days after receipt of ADS's change request. Any adjustment to cost or delivery schedule shall be mutually agreed upon by the parties in writing.

9. CHANGES TO PRODUCTS OR SERVICES

Seller shall not make any changes to the Products or Services to be provided under the Purchase Order without ADS's prior written consent.

10. RETURNS

ADS shall have the right to return Products within sixty (60) days of delivery. In the event of a return, ADS shall not be liable for any restocking fees or like charges without the prior written consent of the ADS Purchasing Representative.

11. WARRANTY

Seller warrants to ADS and ADS's customer that all Products and Services delivered hereunder are free from defects in material or workmanship for a period of one (1) year from the date of delivery or for the period of Seller's standard warranty for the Products and Services, whichever is greater, and conform strictly to the published specifications or the specifications listed on the Purchase Order or furnished pursuant thereto. This warranty shall survive any inspection, delivery, acceptance of, or payment by ADS for the Products or Services.

12. TERMINATION

- a. ADS shall have the right to terminate all or any portion of the Purchase Order.
- b. If the Purchase Order is terminated as a result of a termination for convenience of ADS's underlying contract with the U.S. government, the rights, duties, and obligations of the parties shall be as determined in accordance with the applicable FAR provision governing termination for convenience.
- c. If the Purchase Order is terminated by ADS due to Seller's default, Seller shall not be entitled to any compensation except for the price of the Products and Services delivered and accepted by ADS prior to the termination and which meet the warranty and other requirements herein.

- d. The rights and remedies in this section are in addition to any other rights and remedies provided by law or in equity, or otherwise under the Purchase Order.

13. INDEPENDENT CONTRACTOR

Seller is an independent contractor and its employees and agents are not employees or agents of ADS for any purpose. Seller shall not have any right, power or authority to create any obligation, express or implied, on behalf of ADS and shall not have any authority to represent itself as an agent of ADS.

14. INDEMNIFICATION

Seller shall defend, indemnify, and hold harmless ADS, its officers, directors, employees, consultants, agents, affiliates, successors, assigns and customers from and against all losses, costs, claims, causes of action, damages, liabilities, fees, and expenses, including, but not limited to, reasonable attorneys' fees, all expenses of litigation and/or settlement, and court costs, arising from (i) any act or omission of Seller, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under the Purchase Order; (ii) any representation or warranty made by Seller hereunder; and (iii) arising from or related to any action by a third party that is based upon a claim that the Products delivered under this Purchase Order infringe or otherwise violate the intellectual property rights of any person or entity. If an injunction is obtained against ADS's use of the Products or a portion thereof as a result of infringement or misappropriation of the intellectual property of any third party, Seller shall, in ADS's sole discretion, either (i) procure for ADS and ADS's customer the right to continue using the Products, (ii) replace or modify the Products so they become non-infringing, or (iii) refund all amounts paid to Seller for the infringing Products.

15. ASSIGNMENT

Seller shall not delegate any duties, nor assign any rights or claims under the Purchase Order without the prior written consent of ADS, and any such attempted delegation or assignment shall be void.

16. HANDLING OF INFORMATION

- a. All drawings, specifications, technical data, and other information furnished to Seller by ADS or ADS's customer in connection with the Purchase Order are and shall remain the property of ADS or ADS's customer, and shall not be copied or otherwise reproduced or used in any way except in connection with performance of the Purchase Order and in accordance with applicable laws.
- b. Seller agrees not to generate advertising or publicity or cause any announcements with ADS's name or trademarks or ADS's customer's name or information regarding this Purchase Order without securing the prior written approval of ADS.
- c. Any information provided by Seller to ADS may be used by ADS for the purposes of ADS's contract with its customers.

17. COMPLIANCE WITH LAWS AND REGULATIONS

Seller and its employees, agents, consultants, suppliers, or subcontractors shall comply with the applicable provisions of all applicable federal, state, and local laws and regulations in performance of the Purchase Order, specifically including those laws applicable to the ship-to location on the Purchase Order (such as California's Safe Drinking Water and Toxic Enforcement Act (Prop 65) and/or other applicable state laws). If ADS incurs any costs as a result of a violation of any applicable laws or regulations by Seller or its employees, agents, consultants, suppliers, or subcontractors, ADS may, in its sole discretion and in addition to any rights or remedies available at law or in equity, (i) make a corresponding reduction of any amounts due under the Purchase Order or (ii) demand payment thereof from Seller.

18. EQUAL EMPLOYMENT OPPORTUNITY

- a. ADS and Seller shall comply with all applicable laws, regulations, and executive orders concerning nondiscrimination in employment. The following are incorporated herein by reference, as applicable: (i) Executive Order 11246, as amended; (ii) Executive Order 13496 (and its implementing regulations at 29 C.F.R. Part 471); (iii) 41 C.F.R. Part 60-1.4(a); (iv) 29 C.F.R Part 471, Appendix A to Subpart; (v) 41 C.F.R. 60-300.5(a); and (vi) 41 C.F.R. 60-741.5(a).
- b. **ADS and Seller shall abide by the requirements of 41 C.F.R 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**
- c. **ADS and Seller shall abide by the requirements of 41 C.F.R 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

19. OFFICE OF FOREIGN ASSET CONTROL

Seller (i) has not been designated as a "specifically designated national and blocked person" on the most current list published by the Office of Foreign Asset Control of the U.S. Department of the Treasury ("OFAC") (the "List"); (ii) is currently in compliance with and will at all times during the term of this Purchase Order remain in compliance with the regulations of OFAC and any statute, executive order (including the September 24 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto; and (iii) will not transfer or permit the transfer of any controlling interest in Seller to any person or entity who is, or any of whose beneficial owners are, listed on the List.

20. EXPORT COMPLIANCE

- a. Seller shall comply with all applicable U.S. export control laws and regulations, to include the International Traffic in Arms Regulations (ITAR), 22 C.F.R. 120 et seq.; the Arms Export Control Act, 22 U.S.C. 2751-2794; and the Export Administration Regulations, 15 C.F.R. 730-774.
- b. Seller agrees to notify ADS if any Product or Service on the Purchase Order is restricted by export control laws or regulations. Seller shall provide the classification upon request by ADS, and notify ADS if the provided classification changes prior to shipment of the Product or performance of the Service.
- c. If Seller is engaged in exporting, manufacturing, or brokering defense articles or furnishing defense services, Seller represents that it is and will continue to be registered with the Directorate of Defense Trade Controls (DDTC), and it maintains an effective export compliance program. Seller will provide a copy of such DDTC registration on request by the ADS Purchasing Representative.
- d. Seller shall notify ADS immediately if its export privileges are otherwise denied, suspended, or revoked in whole or in part by any U.S. government entity.
- e. Seller represents that it and its directors, officers, and majority equity owners are not listed on any excluded or denied party lists maintained by the U.S. Government. Seller shall notify ADS immediately if any such party becomes listed on any such lists.

21. INSURANCE

Seller agrees to maintain general liability insurance at its own expense, including products liability and completed operations liability, that is acceptable to ADS and, at a minimum, commercially adequate. In addition, if any Product is or includes unmanned aerial vehicles, weapons, or ammunition, Seller agrees to name ADS as an additional named insured on such policies. Seller shall provide ADS with certificates of insurance for all applicable insurance policies upon request.

22. GOVERNING LAW

The Purchase Order, including these Terms and Conditions of Purchase, shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard for conflicts of law provisions.

23. JURISDICTION AND VENUE

For purposes of all claims brought under the Purchase Order, each of the parties hereby irrevocably submits to the exclusive jurisdiction of the state courts located in Norfolk, Virginia and the U.S. District Court for the Eastern District of Virginia.

24. AMENDMENT

No amendment of these Terms and Conditions of Purchase shall be binding on either party unless it is set forth in a written instrument signed by the ADS Purchasing Representative and Seller.

25. ORDER OF PRECEDENCE

Any inconsistencies in the Purchase Order shall be resolved in accordance with the following descending order of precedence: (i) the Purchase Order, including its attachments; (ii) these Terms and Conditions of Purchase; (iii) the Statement of Work, if any; and (iv) specifications provided in writing by ADS.

26. WAIVER

Waiver of a breach of any provision of the Purchase Order by the non-breaching party shall not operate or be construed as a waiver of any other or subsequent breach.

27. SEVERABILITY

If any provision of the Purchase Order is or becomes void or unenforceable by operation of law, the remaining provisions shall be valid and enforceable.

28. SURVIVAL

The provisions of sections 7, 10-17, and 20-29 of these Terms and Conditions shall survive completion of or termination of the Purchase Order and remain in full force and effect thereafter.

29. ENTIRE AGREEMENT

The Purchase Order including attachments and documents incorporated by reference, including these Terms and Conditions of Purchase, constitute the entire agreement between ADS and Seller, and supersede all prior representations, agreements, understandings, and communications between ADS and Seller related to the subject matter of the Purchase Order.