

**Do it Best Corp.**

1626 Broadway, Suite 100  
Fort Wayne, IN 46802-4377  
Phone: 260-748-5300

**PURCHASE ORDER**

<b>P.O. #</b>	EDS4594-11325
<b>DATE</b>	01/13/2025
<b>SHIP VIA</b>	
<b>FOB POINT</b>	
<b>SHIPPING TERMS</b>	

<b>VENDOR</b>
Empower Digital Solutions, Inc. 7700 SW Hyland Way Beaverton, OR 97008

<b>SHIP TO</b>
Do it Best 333 S. Woodland Ave Woodburn, OR 97071

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
	As Detailed in Proposal Dated November 27, 2024			
	Materials as listed in Proposal			\$15,968.00
	Labor			\$33,750.00

<b>Additional instructions and comments</b>

<b>SUBTOTAL</b>	\$49,718.00
<b>TAX RATE</b>	
<b>TAX</b>	
<b>S &amp; H</b>	
<b>Misc.</b>	
<b>TOTAL</b>	\$49,718.00

\_\_\_\_\_  
Authorized by 

\_\_\_\_\_  
01/13/2025  
Date

## Purchase Order Terms and Conditions

**Vendor's Acceptance:** Vendor's written acknowledgement of receipt of this Purchase Order, commencement of work on or shipment of goods, or commencement of performance of services called for by this Purchase Order shall be deemed acceptance of this Purchase Order. Any acceptance of this Purchase Order is limited to the terms contained herein. These terms may not be modified or amended without the express written consent of Do it Best Corp. ("Do it Best"). If written rejection of this Purchase Order is not received by Do it Best within three (3) days of transmittal of this Purchase Order, this Purchase Order will be deemed accepted by Vendor. Once accepted, Vendor must fully comply with all specifications contained herein.

**Entire Agreement:** This Purchase Order, and any documents referred to herein, constitute the entire Purchase Order.

**Changes:** Do it Best shall have the right at any time to make changes to this Purchase Order by written notice to Vendor, and Vendor agrees to comply with noted changes. If the changes requested result in a material increase or decrease in cost, Vendor shall so notify Do it Best within ten (10) days of such notice, and the parties agree to negotiate in good faith for an equitable adjustment to the purchase price.

**Inspection and Rejection:** All goods and services purchased hereunder shall be received subject to Do it Best's inspection and acceptance or rejection. Any inspection, testing, or other evaluation or goods or services by Do it Best shall in no way affect, waive, or invalidate any of Vendor's warranties or any of Do it Best's other rights or remedies hereunder or at law. Payment for goods or services prior to inspection or evaluation shall not constitute acceptance of such goods or services. Inspection shall be at Do it Best's premises unless otherwise agreed by Do it Best in writing, and may be completed within a reasonable period after receipt at Do it Best's premises as to goods; provided, however, that at Do it Best's option, inspection may be made under operating conditions within a reasonable period after incorporation of such goods into any product. Do it Best reserves the right to hold for Vendor or return rejected goods. All expenses incurred by Do it Best in the rejection of goods or services purchased hereunder, together with a \$250.00 Cost of Poor Quality Fee, shall be borne by Vendor.

**Shipment & Delivery; Risk of Loss:** With respect to goods purchased hereunder, the mode, manner and timing of Vendor's delivery requirements are set forth herein and on the reverse side. Delivery of goods shall be F.O.B. Do it Best destination unless otherwise specified in this Purchase Order. Delivery is not complete until the goods have been received and inspected by Do it Best. If delivery is not made by the date indicated on this Purchase Order, Do it Best may, in addition to all other rights and remedies, cancel its order without any liability. Each invoice shall show shipping charges as a separate line item. If other shipment means are required to meet the indicated delivery date, any and all additional transportation costs shall be paid by Vendor. All invoices, packing lists, shipping notices and other written documents affecting this order shall contain the Purchase Order number.

**Independent Contractor Status; Performance of Services:** With respect to any services purchased hereunder, Vendor is an independent contractor of Do it Best. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Do it Best and either Vendor or any employee or agent of Vendor. Vendor will determine the method and details of performing the services; however, Do it Best may require Vendor's personnel to observe at all times the security and safety policies of Do it Best. In addition, Do it Best shall be entitled to exercise a broad power of supervision and control over the results of services performed by Vendor to ensure satisfactory performance, including the right to inspect, stop work, make recommendations as to the details of the services, and request modifications. The scheduling, reporting, and place of services rendered shall fully comply with this Purchase Order.

**Pricing; Taxes:** With respect to goods, the price stated on this Purchase Order shall include, all charges for packaging, boxing, special handling, and waste disposal, F.O.B. Do it Best destination. With respect to services, the price stated on this Purchase Order shall include all compensation to be paid to Vendor including total fees for the services to be provided and, if applicable, such expenses as the parties have agreed shall be reimbursed. The price stated on this Purchase Order shall include all applicable sales taxes on goods and services, which Vendor shall withhold and remit to be paid to the applicable taxing authority.

**Payment:** Unless otherwise agreed in writing, payment shall be due from Do it Best to Vendor thirty (30) days following Do it Best's acceptance of any goods and services provided hereunder by Vendor.

**Warranty:** For a period commencing on the date of delivery and extending for the following three (3) years, Vendor expressly warrants that all goods and services furnished under this Purchase Order: (a) shall conform to all specifications and appropriate industry standards, (b) will be new and free from all defects in material and workmanship, and (c) are fit for their intended purpose. Vendor further warrants that all goods and services furnished under this Purchase Order comply with all Federal, State, Environmental, safety standards and/or regulations, and do not infringe on the intellectual property rights of any third party. Vendor's warranty shall run to Do it Best, its successors, assigns, customers, and users of products sold by Do it Best. This provision shall be in addition to, and not in lieu of, any other express or implied warranties made by Vendor.

**Indemnification:** Vendor shall defend, indemnify, and hold harmless Do it Best against all damages, claims or liabilities and expenses (including attorney fees and expenses) arising out of or resulting in any way from any defect in goods or services purchased hereunder, or from any act or omission of Vendor, its agents, employees or subcontractors. This indemnification shall be in addition to the warranty obligations of Vendor.

**Remedies:** The rights and remedies reserved to Do it Best in this contract shall be cumulative with, and in addition to, all other or further remedies provided in law or equity. Without limiting the foregoing, should any goods or services provided by Vendor hereunder fail to conform to the warranties set forth above, Do it Best shall notify Vendor and Vendor shall, if requested by Do it Best, reimburse Do it Best for all losses and damages incurred by Do it Best, including but not limited to any incidental and consequential damages caused by such nonconforming goods and services, as well as to all costs, expenses, and losses, incurred by Do it Best (a) in inspecting, sorting, or replacing such nonconforming goods; (b) resulting from production interruptions, (c) in conducting corrective service actions, and (d) for claims for personal injury (including death) or property damage caused by such nonconforming goods and services.

**Proprietary Information; Confidentiality:** All information furnished by Do it Best to Vendor is deemed to be proprietary and confidential to Do it Best and shall not be disclosed by Vendor to any other person or entity, nor may Vendor use any non-public information supplied by Do it Best for itself for any purpose other than performing this contract, unless Vendor has written permission from Do it Best to do so. This paragraph shall apply to, among other things, drawings, specification or other documents, ideas, inventions, techniques, processes, and works of authorship prepared by Vendor for Do it Best in connection with this order, which shall be considered a work for hire owned exclusively by Do it Best. In the event of any breach or potential breach by Vendor or its employees or contractors of the obligations of confidentiality under this paragraph, Do it Best may seek an injunction or other order in equity to enforce the obligations of this paragraph. Vendor waives the posting of any bond by Do it Best and, in the event of any breach by Vendor or its employees or contractors, Vendor shall reimburse any attorneys' fees and court costs incurred by Do it Best.

**Insurance:** Vendor shall, at its own expense, maintain, and carry insurance in full force and effect with financially sound and reputable insurers, which includes: (a) commercial general liability (including product liability) in a sum of no less than \$1,000,000 for each occurrence and \$5,000,000 in the aggregate; (b) worker's compensation insurance in compliance with the applicable laws of each jurisdiction where Vendor performs services for Do it Best; (c) employer's liability insurance with limits of not less than \$1,000,000 each accident; (d) if Vendor will use or provide for use of motor vehicles in providing and/or performing the Order, automobile (motor vehicle) insurance covering all liabilities for personal injury and property damage arising from the use of such vehicles, with limits of no less than \$500,000; and (e) if Vendor will use or provide goods or services relating to information technology, software errors and omissions liability insurance covering damages arising out of negligent acts, errors, or omissions committed by Vendor or its employees, with a limit of liability of not less than \$2,000,000 each claim. Upon Do it Best's request, Vendor shall provide Do it Best with a certificate of insurance evidencing the coverage specified in this Purchase Order. The certificate is to include coverage amounts, policy number, and expiration date.

**Successors and Assigns:** This Purchase Order shall be binding upon the parties hereto, and their representatives, successors and assigns, if any. This Purchase Order shall not be assignable by Vendor without the express written consent of Do it Best. Do it Best may assign this Purchase Order upon written notice to Vendor. Any permitted assignment of this Purchase Order shall not relieve the assigning party of its responsibilities and duties hereunder.

**Waiver and Release of Liens:** Upon Vendor's receipt of amounts properly invoiced, Vendor waives and releases all rights to, for itself and its subcontractors, and at its sole cost shall obtain prompt removal of any contractor's, performance or other lien applicable to any Do it Best property, for goods or services performed under this Purchase Order.

**Audit Rights:** Do it Best's quality policy may require access to Vendor's facilities, quality records and/or quality system documentation for purposes of reporting to regulatory authorities for evaluation. Do it Best monitors supplier performance in the areas of: on-time delivery, quality, customer disruptions, and excess or premium freight. Do it Best reserves the right to audit Vendor to insure product, delivery and performance.

**Governing Law and Forum:** This Agreement will be governed by and construed in accordance with the laws of the State of Indiana, and Vendor further consents to the exclusive jurisdiction of the state and federal courts sitting in Allen County, Indiana. Vendor shall comply with all applicable laws and regulations with respect to this Agreement. Vendor waives all defenses of lack of personal jurisdiction and forum *non-conveniens*. Process may be served on either party in the manner authorized by applicable law or court rule.