



WE ARE VETERAN ENABLED!

CUSTOMER QUOTE TERMS AND CONDITIONS

("CRFQ TERMS AND CONDITIONS")

Veteran Corps of America (VCA) hereby issues the attached **Customer Quote (VCA-CQ)** in response to a customer RFQ or RFP and incorporates the following Terms and Conditions, which are accepted and agreed by customer as applicable to the VCA-CQ. Additional terms and conditions may be set forth in the Invoice.

GSA SCHEDULES 70 or 84

Quote issued in response to customer RFQ or RFP within GSA IT Schedule 70 number GS-35F-0013T or GSA Schedule 84 number GS-07F-0237T will also be subject to the terms and conditions of those schedules. The following VCA parameters apply:

Tax Id: 56-2559234

D&B: 18-740-9060

Cage Code: 37DN3

BRAND NAMES

Veteran Corps of America (VCA) may provide the goods and/or services which are like items to those brand names and part numbers requested. Where applicable these items shall be clearly marked as "Or Equal" on the Quote and specifications will be provided on request

PRICING

Prices are quoted in the quantities provided by the manufacturer unless otherwise stated. For example,

6 suits/case or 24 rolls/box, etc. Where there is a deviation it will be clearly indicated for example QTY is each and description says sold in cases of six.

FREIGHT

All item(s) unless otherwise specified in the Quote shall be Free on Board (FOB) Origin, Freight Prepaid and Add.

O'FALLON ILLINOIS

MID-AMERICA — HEADQUARTERS
VETERAN CORPS OF AMERICA
220 EAST STATE STREET, SUITE 2F
O'FALLON, ILLINOIS 62269

FAIRFAX, VIRGINIA

BUSINESS DEV. & CONTRACT MANAGEMENT
VETERAN CORPS OF AMERICA
10300 EATON PLACE, SUITE 340
FAIRFAX, VIRGINIA 22030

EDGEWOOD, MARYLAND

LOGISTICS AND TRAINING FACILITY
VETERAN CORPS OF AMERICA
1309 CONTINENTAL DRIVE, SUITE M
ABINGDON, MARYLAND 21009

FEES; PAYMENT

Any purchase orders and subsequent invoices as a result of this quote will be paid to Veteran Corps of America within thirty (30) days of invoice unless otherwise stated in the quotation. VCA may offer additional payment terms such as 1% net 10, in such circumstances these additional term swill be clearly outlined in the quotation.

CREDIT CARDS

VCA does accept credit card even if not pre-negotiated. VCA reserves the right to add a 4% processing surcharge to any request to pay an invoice with a credit card.

The Quote shall indicate how long this pricing is valid by entering the expiration date of this quote and date of any expected price increase in spaces provided. Should the date be empty the default valid period will be thirty (30) calendar days from VCA's quote date.

WARRANTY

VCA represents and warrants:

- (a) that all goods delivered pursuant hereto will be new, unless otherwise expressly permitted by Veteran Corps of America, and free from defects in material and workmanship, and that all services will be delivered in a professional and workmanlike manner;
- (b) that all goods and services will conform to applicable specifications, drawings, and standards of quality and performance, and that all items will be free from defects in design and suitable for their intended purpose;
- (c) that the goods covered by this order are fit and safe for consumer use, if so intended;
- (d) Vendor's performance hereunder, including its provision of goods and services, will be in accordance with all applicable laws, rules and regulations; and
- (e) that Vendor has sufficient right, title and interest in the goods and services to provide them to Veteran Corps of America (including its customers) as contemplated hereunder.

All Original

Equipment Manufacturer ("OEM") warranty's flow to Veteran Corps of America, which may then be assigned by Veteran Corps of America to its customer(s) and such warranties do not commence until the goods and services are accepted by Veteran Corps of America's customer.

CONFIDENTIALITY; NON-DISCLOSURE; INTELLECTUAL PROPERTY

Vendor agrees that it will keep confidential and not disclose, disseminate or publish the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data, computer programs and software or other technical or proprietary information furnished, loaned or bailed by Veteran Corps of America hereunder (hereinafter collectively referred to as "Items/Information", and Vendor further agrees that it will use such Items/Information only in the performance of the Purchase Order or, if authorized, other Purchase Orders from Veteran Corps of America and not otherwise without Veteran Corps of America' prior written consent. Notwithstanding any other provision herein, Veteran Corps of America and Vendor shall each retain ownership of, and all right, title and interest in and to, their respective pre-existing intellectual property unless there is a requirement for the assignment of intellectual property rights in the terms of the Purchase Order or the corresponding RFQ.

INDEMNIFICATION

Customer shall defend, indemnify and hold Veteran Corps of America and Veteran Corps of America' suppliers harmless from and against any and all damages, losses, liabilities and expenses (including reasonable attorneys' fees) ("Damages") arising out of or relating to any actual or threatened claims, causes of action, lawsuits or other proceedings ("Claims"), regardless of legal theory, resulting in whole or in part, from Vendor's (or any of Vendor's subcontractors, suppliers, employees, agents or representatives):

(a) intentional misconduct, negligence, or fraud;

(b) breach of any representation, warranty or covenant made

herein, (c) non-compliance with any applicable law, rule or

regulation; or

(d) products or services including, without limitation, any claims that such products or services infringe any United States patent, copyright, trademark, trade secret or any other proprietary right of any third party.

Veteran Corps of America shall promptly notify Vendor of any claim against Veteran Corps of America that is covered by this indemnification provision and shall, at its option, authorize representatives of Vendor, at Vendor's sole cost and expense, to settle or defend any such Claim, subject to approval by Veteran Corps of America, and to represent Veteran Corps of America in, or to take charge of, any litigation or other form of dispute resolution in connection therewith.

APPLICABLE STATE LAW AND COMPLIANCE

This Quote shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Customer agrees to comply with the applicable provisions of any federal, state or local law or ordinance and all orders, rules and regulations issued there under.

EXPORT CONTROL COMPLIANCE FOR FOREIGN PERSONS

The subject technology of the Quote (together including data, services, and hardware provided hereunder) may be controlled for export purposes under the International Traffic in Arms Regulations (“ITAR”) controlled by the U.S. Department of State or the Export Administration Regulations (“EAR”) controlled by the U.S. Department of Commerce. ITAR controlled technology may not be exported without prior written authorization and certain EAR technology requires a prior license depending upon its categorization, destination, end-user and end-use. Exports or re-exports of any U.S. technology to any destination under U.S. sanction or embargo are forbidden.

Access to certain technology by Foreign Persons (working legally in the U.S.), may require an export license if the controlled technology would require a license prior to delivery to the Foreign Person’s country of origin. Vendor is bound by U.S. export statutes and regulations and shall comply with all U.S. export laws. Vendor shall have full responsibility for obtaining any export licenses or authorization required to fulfill its obligations under the Purchase Order.

Vendor hereby certifies that all Vendor employees who have access to controlled technology are U.S. citizens, have permanent U.S. residency or have been granted political asylum or refugee status in accordance with 8 U.S.C. §1324b(a)(3). Any non-citizens who do not meet one of these criteria are “Foreign Persons” within the meaning of this clause but have been authorized under export licenses to perform their work hereunder.

STANDARDS OF BUSINESS ETHICS & CONDUCT

Veteran Corps of America believes in fair and open competition and is committed to conducting its business fairly, impartially and in an ethical and proper manner. Veteran Corps of America is a Service Disabled Veteran Owned Small Business (SDVOSB) with the highest quality and ethical standards. These characteristics make it imperative that Veteran Corps of America employees adhere to a particularly high ethical standard. Veteran Corps of America ownership both demands and fosters highly ethical conduct because Veteran Corps of America can be successful only when employees look after long-term interests of the company and resist pressures to compromise Veteran Corps of America’s standards. Veteran Corps of America’s expectation is that Vendor also will conduct its business fairly,

impartially and in an ethical and proper manner. If Vendor has cause to believe that Veteran Corps of America or any employee or agent of Veteran Corps of America has acted improperly or unethically under this Purchase Order, Vendor shall report such behavior to the Veteran Corps of America Human Resources Manager at 703.691.8387 (VETS). Copies of the Veteran Corps of America Code of Business Ethics and Conduct are available from the Veteran Corps of America Human Resources Manager.

PRODUCT RETURNS

In the event that the Customer receives broken or defective materials under any resultant Purchase Order, the customer shall within 5 business days request from Veteran Corps of America a Return Materials Authorization (“RMA”) number and designate the address for the pick up at their expense. Once received and inspected by Veteran Corps of America a credit or exchange may be offered. If no fault or defects are discovered the customer may still return the item. However Veteran Corps of America reserves the right to apply a restocking fee, not to exceed 20% of the purchase price of the product.