

## Purchase Order Terms and Conditions

"Buyer" shall mean The First American Corporation, its subsidiaries, affiliates and/or divisions as named on the face of this Purchase Order (PO). The "Seller" shall mean the person, firm, or entity named on the face of this PO who is providing goods and/or services described in the PO. All PO's issued by Buyer are made expressly subject to these terms and conditions:

- 1. AGREEMENT-** This PO is Buyer's offer to Seller and becomes a binding "Agreement", subject to the terms hereof, when accepted by acknowledgement or commencement of performance by Seller. Buyer objects to all additions, exceptions or changes to these terms, whether contained in any printed form received from Seller or elsewhere, unless approved by Buyer in writing. If a master agreement is in effect between Buyer and Seller, master agreement term(s) has precedence over any PO term that conflicts with master.
- 2. PRICE-** Unless otherwise specified, the prices stated on the front of this PO include all charges for packing, hauling, storage, transportation to point of delivery and taxes, if applicable.
- 3. ORDER CHANGES-** Buyer reserves the right at any time to make changes in the scope or quantity of the goods or services covered by this PO (drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation). If any such changes cause an increase or decrease in the cost, or the time required for the performance, Buyer and Seller shall agree to an equitable adjustment in good faith and this Agreement shall be modified in writing accordingly.
- 4. SHIPPING TERMS-** Unless otherwise specified on front of PO, all goods will be shipped F.O.B. Destination, freight prepaid by Seller. If Buyer has not designated routing or carrier, Seller shall ship via least costly method that will meet delivery date. Seller shall provide a packing list referencing PO for all shipments. If used, a Bill of Lading shall also reference the PO.
- 5. RISK OF LOSS-** Seller shall assume all risk of loss, depreciation or damage of what ever kind or nature to the goods covered by this PO, including undelivered items, until they are delivered to and accepted by Buyer at Buyer's designated location.
- 6. INVOICES-** Unless otherwise specified, no invoice shall be valid prior to shipment of goods and no payment will be made prior to receipt of goods and valid invoice. Payment due dates, including discount periods, will be computed from the latter of: (i) goods receipt date, or (ii) date a current and correct invoice is sent to Buyer. When freight, tax, and other charges are not itemized, invoice discounts will be calculated on the full invoice amount. Buyer may specify a leasing entity as the "Sold To" party on the PO. Named leasing entity shall take ownership, title, and other rights as conveyed in the PO. If named leasing entity fails to make payment(s) to Seller under the terms conditioned within PO, Buyer shall have 30 days to cure failure and accepts responsibility for all payment(s) due.
- 7. DELIVERY-** Deliveries shall be made in the quantities, and at the date and times specified on this PO. Without liability and at its sole discretion, Buyer may cancel late or incomplete deliveries and terminate remainder of PO.
- 8. TIME-** Time is of the essence for Seller's performance under this PO.
- 9. COMPLIANCE WITH LAW -** Seller will comply with all applicable federal, state and local laws, rules, regulations, orders, and ordinances ("Laws") in effect at time of performance under this PO. Seller warrants that all goods and/or work furnished under this PO will conform to all Laws and will be manufactured, tested, labeled, tagged, and shipped in accordance with such Laws. Seller at its sole expense shall provide to Buyer all required and appropriate certifications or documents necessary to comply with all Laws.
- 10. INSPECTION/TESTING-** Goods purchased under this PO are subject to Buyer's reasonable inspection, testing, and approval at Buyer's destination. Buyer reserves the right to reject and refuse acceptance of goods which are not in accordance with this PO or Seller's representation or warranties, expressed or implied. Rejected goods will be returned to Seller at Seller's expense, or may be held by Buyer for pick-up at Seller's risk and expense. Buyer's payment for goods and/or services under this PO shall be made with express reservation of rights and shall not be deemed acceptance of the goods.

- 11. BUYER FURNISHED MATERIALS-** All tools, equipment, materials or data furnished to Seller by Buyer or specifically paid for by Buyer, shall be and remain the property of Buyer. Such property shall be plainly marked or otherwise identified by Seller as "Property of First American" and shall be stored apart from Seller's property. Seller shall not substitute any property for Buyer's property and shall not use such property except to fill Buyer's orders. Such property while in Seller's custody or control shall be held at Seller's risk. Upon Buyer's request, Seller shall prepare Buyer's property for shipment to be delivered in the same condition originally received by Seller.
- 12. WARRANTY-** Seller expressly warrants that all goods or services furnished under this PO shall conform to all specifications and standards, will be new (unless otherwise noted on PO) and free from defects in material or workmanship, merchantable and suitable for the use intended. Defective or non-conforming articles may be returned to the Seller for full credit or replacement at the Seller's expense.
- 13. REFERENCES TO BUYER-** Except to the extent required by law, Seller shall make no reference, identification, press release, advertisement or promotion regarding Buyer or Buyer's purchase or use of goods or services covered by this PO without the prior express written consent of the Buyer.
- 14. CONFIDENTIALITY-** All information can reasonably be considered confidential information in light of the facts and circumstances surrounding its disclosure to the other party. Each party agrees on behalf of itself and its officers, directors, employees, representatives and agents to use its/their best efforts to prevent either duplication or disclosure of confidential or proprietary business information, which has been furnished directly or indirectly, in writing or otherwise to other party, where such information shall include but is not limited to information regarding current, future and/or proposed: (a) patent and patent applications, (b) trade secrets, (c) proprietary information—ideas, samples, media, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, equipment, algorithms, software programs, software source documents, formulae, research, experimental work, design specifications, customer lists, investors, employees, business and contractual relationships, plans and forecasts for: engineering, finance, purchasing, manufacturing, sales, merchandising, and marketing, (d) the existence of a business relationship between the parties.
- 15. TERMINATION-** Seller must respond within 10 days to any notification issued by Buyer concerning breach, default or failure to perform under this PO. Buyer may terminate this PO, in whole or in part, without liability, if Seller does not provide adequate assurance of its performance in writing within ten (10) days of Buyer's request; if deliveries are not made at the time or in the quantities specified; or in the event of a breach or failure by Seller to meet other terms of this PO. This Buyer's right shall be in addition to any other remedies provided Buyer herein, at Law, or in equity.
- 16. ASSIGNMENT-** Neither party shall assign or transfer this PO in whole or in part without the prior written consent of the other. Any attempt to assign without the prior written consent of the other, shall be deemed void and null. Provided however, Buyer's interest herein shall inure to its parent, or successors-in-interest or assigns.
- 17. RELATIONSHIP OF PARTIES-** Nothing in the PO shall be deemed to create a partnership, joint venture, franchise, employment or agency relationship between the parties. Neither party shall have the power or authority to bind or obligate the other party.
- 18. FORCE MAJEURE-** Performance by either party shall be excused in the event and for the period of time that such party is unable to perform its obligations because of strikes or other labor difficulties, labor shortage, fire, flood, war, breakdowns, delays in or lack of transportation, governmental priorities or allocation, or any other cause beyond reasonable control.
- 19. INDEMNIFICATION-** Seller shall defend, indemnify and hold harmless Buyer against all damages, claims or liabilities and expenses (including attorney's fees and court costs) arising out of or resulting in any way from any defects in the goods or services purchased hereunder, or from any act or omission of Seller or breach of this PO, its agents, representatives, employees or subcontractors during performance under this PO. This indemnification shall be in addition to the warranty obligations of Seller.

**20. INSURANCE-** For all work where Seller's obligations hereunder require or contemplate performance of services by Seller's employees, or persons under contract to Seller, Seller shall maintain all necessary insurance coverage, including automobile, public liability and Worker's Compensation insurance applicable to the work performed.

**21. MATERIAL SAFETY DATA SHEETS-** An appropriate Material Safety Data Sheet ("MSDS") and labeling, as and if required by law, will precede or accompany each shipment of Seller. Further, Seller shall send to Buyer updated MSDS's and labeling as required by law.

**22. INTELLECTUAL PROPERTY-** When property conveyed or authorized for development by this PO involves architectural design and depictions, photographs, works of art, artistic performances, film, video, audio recordings, computer software and internet website pages, the Seller shall hold The First American Corporation, its directors, officers, agents and employees, harmless for liability of any nature or kind, including cost and expenses for infringements or use of copyrighted materials. Whenever exclusive or nonexclusive conveyance of any right to reproduce, prepare derivative works based on, distribute copies of, publicly perform, or publicly display work exists, Buyer will have the right to purchase (via company purchase order) such work and the rights of ownership. By his/her signature acknowledgement upon the PO, the artist transfers and releases his/her ownership and rights to Buyer. When the work is undeveloped or unfinished and is within the categories described within this section, this Agreement is to be considered a "work-for-hire" under California Law.

**23. SEVERABILITY-** If any provision of this PO shall be held invalid, illegal or unenforceable to any extent, the remainder of the PO shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

**24. WAIVER; MODIFICATIONS-** No waiver by either party of any breach by the other party of any of the instructions or provisions conveyed by this PO shall be deemed a waiver of any preceding or succeeding breach of the same or any other provision hereof. No waiver shall be effective unless set forth in writing. No modifications of this PO shall be effective unless in writing and acknowledged by both parties.

**25. NOTICES-** Any notice or communication required or permitted under this PO shall be sufficiently given if sent by: (i) facsimile, or (ii) Federal Express or similar overnight courier, effective one (1) day after delivery to carrier, or (iii) registered or certified mail, postage prepaid, effective three (3) days after the date of mailing, or (iv) delivered in person.

**26. CONTROLLING LAW-** This PO and Seller's performance under it shall be construed and interpreted in accordance with the laws of the State of California, without giving effect to the choice of law principals thereunder and Seller hereby submits to the jurisdictional venue of the County of Orange, of the state of California.

**27. MISCELLANEOUS-** Headings at the beginning of each section and subsection are solely for convenience and shall have no effect upon the construction or interpretation of any part hereof. Whenever required by the context of this PO, the singular shall include the plural and the masculine shall include the feminine, and vice versa. The provisions of this PO shall be construed in accordance with the fair meaning of the language used and shall not be strictly construed against either party. Any Exhibits to this PO constitute integral parts of this PO and are hereby incorporated into this PO by this reference.

**28. EEO-** The Equal Employment Opportunity Clause required under Executive Order 11246, the affirmative action commitment for disabled veterans and veterans of the Vietnam era, set forth in 41 CFR 60-250.4, the affirmative action clause for disabled workers, set forth in 41 CFR 60-741.5(a), and the related regulations of the Secretary of Labor, 41 CFR Chapter 60, are incorporated by reference in this PO. By accepting this PO, vendor certifies that it complies with the authorities cited above (or as may be amended) and that it does not maintain segregated facilities or permit its employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60-1.8.