



# PURCHASE ORDER

497317

P.O. NUMBER MUST APPEAR ON ALL  
PACKAGES, INVOICES, CORRESPONDENCE  
AND BILLS OF LADING.

VENDOR	BILL TO	SHIP TO
LINGBO GROUP INC 3333 WARRENVILLE RD, STE 200 LISLE IL 60532	Westell, Inc. 750 N. COMMONS DRIVE Aurora, IL 60504 TELEPHONE: (630) 898-2500 APayable@westell.com	WESTELL INC 750 N. COMMONS DRIVE AURORA IL 60504

ALL STATIC SENSITIVE MATERIAL MUST BE SHIPPED IN STATIC PROTECTIVE CONTAINERS

P.O.DATE	VENDOR	SHIP VIA	FOB	TERMS	BUYER	REQ#	REQUISITIONER
04/22/2022	502290			Net 30	03	9059044	SUE HUSTON

Item	Part/Description	Quantity	Rev	Due Date	Unit Cost	Extended Cost
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010		10 EA		05/12/2022	15.37	153.70 USD
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2PART-TB-ASM

PER QUOTATION #220402-06 DATED 4/19-2022

EXEMPTION NO.  
1705-1381

<b>TOTAL</b>	<b>153.70</b>
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Taxable SPECIAL INSTRUCTIONS:  
Non-taxable

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\*NOTE: DUE DATE IS FOR DELIVERY AT DESTINATION.  
PLEASE ACKNOWLEDGE RECEIPT & ACCEPTANCE OF THIS PO  
EACH SHIPMENT MUST INCLUDE A PACKING SLIP SHOWING  
OUR ORDER NUMBER, QUANTITY, PART NUMBER  
AND DESCRIPTION.  
CONSOLIDATE SHIPMENT OF ORDERS WHENEVER  
PRACTICAL. DO NOT INSURE SHIPMENT WITHOUT  
SPECIFIC AUTHORIZATION.

WESTELL, INCORPORATED

Dave Janney  
AUTHORIZED SIGNATURE

All shipments are required to include a packing list the contains P.O. number, Westell part number and quantity.  
Confirmation for this order must be sent to the buyer within 5 working days.

# TERMS AND CONDITIONS

1. **Prices and Quantities.** This order must not be filled in greater quantities or at prices higher than shown without written approval of our Purchasing Department. If price is not shown on order, it is agreed that you will furnish at no higher price than last purchased or otherwise you will notify us before proceeding with the order. If Seller's quoted prices for the goods covered by this order are reduced (whether in the form of a price reduction, close-out, rebate, allowances, or additional discounts offered to anyone) at time of any shipment, Seller agrees that the price to Purchaser will be reduced accordingly, and that Purchaser will be billed at such reduced prices. You shall comply with all applicable provisions of Government orders, regulations and laws relating to prices and price control. The acceptance of this order will constitute an affirmation by you that to the best of your knowledge and belief, the price or prices of the goods or services to be furnished hereunder do not exceed any such applicable maximum price or prices.

2. **Packing.** No charge for packing freight, express, or drayage will be allowed.

3. **Inspection.** Purchaser will have the right to inspect and reject at its plant any and all materials delivered hereunder. Defective materials or materials not in accordance with Purchaser's specifications will be held for Seller's instructions or returned, and at his risk and expense. Payment for any material delivered hereunder shall not be deemed as acceptance.

4. **Seller's Warranties.** The Seller warrants all materials or services delivered hereunder to be free from defect of material or workmanship and of good quality, and to conform strictly to the specifications, drawings, or sample specified or furnished. This warranty shall survive any inspection, delivery, acceptance, or payment by the purchaser of the materials or services. The Seller warrants that the sale or use of goods of Seller's design or Seller's patents covered by this order either alone, or in combination with other materials, will not infringe or contribute to the infringement of any patents or trademarks or copyrights either in the U.S.A. or foreign countries.

5. **Indemnity.** Seller specifically obligates itself to itself to Purchaser in the following respects:

a. to defend and indemnify Purchaser against and save Purchaser harmless from any and all claims, suits, liabilities, expenses or damages, including attorneys' fees, for any alleged or actual infringement or violation of any copyright, trademark, patent or patented right, or other intellectual or proprietary rights arising in connection with this order and/or any act or omission hereunder by Seller;

b. to defend and indemnify Purchaser against and save Purchaser harmless from any and all claims, suits, liabilities for damage to property including loss of use thereof,

injuries to persons, including death, and from any other claims, suits or liabilities relating to claims of products liabilities or actual or alleged defect in seller's products, (hereafter "Claims") on account of acts or omissions of Seller, or any of its subcontractors, sellers, officers, agents, employees or servants and to defend and assume all expense and damage by reason thereof; provided, however, Seller's duty hereunder shall not arise to the extent such Claims are caused by the negligence of Purchaser; Seller's obligation hereunder shall not be limited by the provisions of any Workers' Compensation act or similar statute;

c. to pay for all materials furnished and labor performed under this order and to satisfy Purchaser thereupon whenever demand is made, and to defend and indemnify Purchaser against and save it harmless from any and all claims, suits, or liens relating thereto;

d. to defend and indemnify Purchaser and save Purchaser harmless from, and and all losses, damages, costs, expenses and attorney's fees suffered or incurred on account of any breach of any covenant or agreement set forth in this order, provided Seller is promptly notified of such claims by Purchaser and Purchaser at all times gives reasonable assistance to Seller in the defense of such claims.

6. **Cancellation.** Purchaser reserves the right to cancel this order if delivery date is not met, and the right at any time, and without cause, to cancel all or any part of the undelivered portion of this order by notice to Seller. Purchaser shall not be liable to Seller for loss of anticipatory profits.

7. **Conflicting Terms.** If terms on this order do not appear or agree with Seller's invoice as rendered, the terms of this order shall control. Seller agrees that Purchaser may change invoice to conform to this order and make payment accordingly.

8. **Modification.** Purchaser reserves the right at any time to make changes from time to time and without notice to sureties or assignees, to packing, testing, destination, specifications, designs and delivery schedule. Seller shall immediately notify Purchaser of any increases or decreases in costs caused by such changes and an equitable adjustment of prices or other terms shall be agreed upon in a written amendment to this order.

9. **Miscellaneous.** Seller shall comply with Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended and of regulations and orders of the United States Dept. of Labor, Section 14; Section 12 - 802(a) (Equal Opportunity); 12-804 of the ASPR; 2-41 C.F.R. Sec. 60; 3 IL Regulations Rev. Stats. Ch 48-851 (Affirmative Action) and comply in all relevant respects with Executive Order 11246 (Non-Discrimination).