

## Terms and Conditions of Purchase

### Agreement

This Purchase Order (as defined as these terms and conditions, the face of BUYER'S Purchase Order, and any other information attached thereto by BUYER) constitutes an contractual agreement between BUYER and SELLER (as defined on the face of BUYER'S Purchase Order) for goods and/or services to be provided by Seller to Buyer, per the quantities, prices, descriptions, delivery dates, shipment method, ship-to address, bill-to address, packing and/or tagging instructions, place of performance of services and other information delineated on BUYER'S Purchase Order face or attached thereto if so referenced. Additional or different terms offer, evidenced by BUYER'S Purchase Order, only the terms contained herein shall apply. The SELLER'S quotation is incorporated in and made a part of this Purchase Order only to the extent of further describing the goods and/or services ordered and then only to the extent that such descriptions are consistent with the other terms of this Purchase Order. No course of prior dealings between the Parties and no usage of the trade shall be relevant to supplement or explain any of the terms and conditions hereof. This Purchase Order may be modified or rescinded, or any right of either Party waived, only by a writing signed by authorized representatives of both Parties.

### Risk of Loss Title

Title and risk of loss shall not pass to BUYER until BUYER actually receives the goods at its facility. If any advance payments have been made to SELLER by BUYER prior to delivery to the BUYER, then title to said goods shall pass to the BUYER at that time but the risk of loss shall remain with the SELLER until actual delivery to the BUYER has been made.

### Time is of the essence

Failure to deliver goods or perform services of the quality and quantity and within the time(s) specified by this Purchase Order shall, at the option of the BUYER, relieve it of any obligation to accept and pay for such goods as well as any undelivered shipments, if any. Upon such failure, BUYER may buy like goods or services elsewhere and charge the SELLER with any increased cost or other loss incurred thereon.

### Payments

Payment terms shall be net 45 days from invoice receipt date or date of acceptance, whichever shall come last. The prices defined on the Purchase Order face or on other BUYER document(s) incorporated herein shall not change except in accordance with the provisions of this Purchase Order. Failure of SELLER to follow BUYER'S instructions as described on the Purchase Order or other BUYER incorporated document shall excuse prompt payment of goods or services by BUYER. BUYER incurred costs regarding this Purchase Order or any other agreement between BUYER and SELLER due to fault of SELLER may be deducted from any payment due SELLER. All taxes that SELLER is required by law to collect from BUYER are included in the price(s) stated herein.

### Warranty

SELLER warrants to BUYER and its successors, assigns, customers and users of its products or services: (a) that the goods shall be of the quality specified or of the best grade of their respective kinds if no quality is specified, shall conform to the specifications, drawings, samples and other descriptions contained herein and to representations made by SELLER and/or its representatives; and shall be merchantable, fit for the BUYER'S particular purpose and that the installation of the goods shall so conform to and operate in BUYER'S product as not to prejudice the proper operation thereof; (b) that at the time the goods are accepted by BUYER, the goods shall have been produced, sold, delivered and furnished in strict

compliance with all applicable Federal and state laws, municipal ordinances, regulations, rules, labor agreements and working conditions to which the goods are subject ; (c) that the goods furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise, of any person or entity; (d) that the services shall be of the highest quality and performed in a workmanlike manner and that the area of the BUYER'S facility or otherwise shall be left in substantially the same condition as it was found before SELLER commenced services.

### Buyer's Option

BUYER reserves the right to change specifications and delivery dates with an equitable adjustment to the price and/or delivery time if necessary. BUYER reserves the right to terminate part or all of the work to be performed pursuant to this Purchase Order. In such event, BUYER shall be liable only for materials or components procured, or work done or supplies partially fabricated within the authorization of this Purchase Order. In no event shall BUYER be liable for incidental, special, indirect or consequential damages by reason of termination or for any other reason whatsoever.

### Indemnification

SELLER agrees to protect, indemnify, save and hold harmless BUYER, its officers and employees, from and against any and all damages, losses, costs, penalties, fines and expenses and from and against any and all liability awards, judgments and decrees of whatsoever nature for any and all damages to property of the BUYER or others of whatsoever nature and for any and all injury to any persons arising out of or resulting from the negligence of SELLER; breach of Purchase Order; from any defect in materials or workmanship; from the failure of the goods or services to perform to its full capacity as specified in the Purchase Order, specification or other data of BUYER or SELLER; from improper packing; or from the breach of any express or implied warranties; from any claims of patent infringement of whatsoever nature. For the purpose of this indemnification, the term "SELLER" shall include all of SELLER'S suppliers and/or subcontractors.

### Inspection

BUYER shall have a reasonable time after receipt within to inspect and/or reject the goods or services provided. Goods rejected shall be returned to SELLER at SELLER'S expense. If reasonable inspection discloses that part of the goods are defective or nonconforming, BUYER shall have the right to cancel any unshipped portion of the Purchase Order. Payment for goods or services on this Order prior to inspection shall not constitute acceptance thereof. Failure to inspect shall not impair BUYER'S right to reject nonconforming goods.

### Force Majeure

Performance of any obligation under this Purchase Order may be suspended by either Party without liability to the extent that an act of force majeure delays, prevents, restricts or limits the performance of this Purchase Order. The affected Party shall invoke this provision by promptly notifying the other Party in writing of the nature and expected duration of the suspension period. In the event SELLER'S performance is suspended for more than sixty (60) days during the term thereof, BUYER may at its option terminate this Purchase Order upon written notice to SELLER.

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### Proprietary Information

All information supplied by BUYER to SELLER or developed by SELLER in the performance of this Purchase Order shall be treated by SELLER as BUYER'S proprietary information and shall not use or disclose any of it to any third party without the prior written consent of an authorized representative of BUYER. Such proprietary information shall not include information, which has been independently developed prior to this Purchase Order or is lawfully received from a third party without restriction.

### Buyer Supplied Equipment

If BUYER should supply to SELLER any of BUYER'S tooling, patterns or any other equipment whatsoever ("TOOLING") in order for SELLER to fulfill its obligations hereunder, such TOOLING shall at all times remain the property of BUYER, subject to repossession by BUYER at any time, and SELLER shall be responsible for risk of loss or damage to any TOOLING (except for reasonable wear and tear) until BUYER receives such TOOLING from SELLER. SELLER agrees to assist BUYER in formalizing BUYER'S security interest in any such TOOLING if BUYER chooses to do so. Delay on the part of SELLER to return TOOLING to BUYER shall excuse prompt payment of goods by BUYER.

### Laws

This Purchase Order shall be governed by the laws of the jurisdiction of BUYER'S issuing office (as identified on BUYER'S Purchase Order) and SELLER agrees to subject itself to the jurisdiction of the courts of that jurisdiction and that such venue shall be exclusive regarding disputes, controversy or claims arising out of this Purchase Order. If they cannot be settled amicably, they shall finally be settled by arbitration, which shall be in accordance with the rules of the International Chamber of Commerce, shall take place in a neutral location agreed by the Parties, and the English language shall be used in all proceedings. The basis for the arbitrators' decision shall be based solely on this Purchase Order and any documents incorporated thereby. Otherwise, the laws of BUYER'S jurisdiction shall be applied.

### Insurance

SELLER agrees to have in place general liability insurance to cover product liability, acts of omission or commission, negligence, professional liability or other fault on its part; liability insurance pertaining to the operation of automobiles or other vehicles and workers' compensation insurance for its employees. All such insurances shall include BUYER as a named insured. General liability insurance shall provide coverage for at least One Million Dollars (\$1,000,000) and automobile insurance for at least One Million Dollars (\$1,000,000). Workers' compensation insurance shall be at least as much as statutorily required, and if no such amount is required, then at least Five Hundred Thousand Dollars (\$500,000) per employee. No insurance amounts shall limit in any way SELLER'S liability to BUYER, nor shall any such amount constitute a cap on such liability.

### Social Media

In accordance with our company policy, employees and contractors are strictly prohibited from posting any business related content on social media unless explicitly approved by the CEO. Non-compliance will result in a warning for the first offense and repeated violations may lead to further disciplinary action.

### Additional Terms

In the event of a conflict between the terms of this Purchase Order and any other incorporated terms, the terms of this Purchase Order shall prevail. Neither this Purchase Order nor any right, responsibility or obligation of SELLER thereunder may be assigned by SELLER without the prior written

consent of an authorized representative of BUYER. SELLER shall permit BUYER'S inspection and expediting at SELLER'S facility. All goods must be marked or tagged per BUYER'S instructions. Failure to do so shall excuse prompt payment of goods. All drawings, technical manuals or other such data that are required to be supplied by SELLER with the goods or services are subject to the same terms and conditions as the goods and/or services supplied hereunder. If SELLER is to perform services on the property of BUYER, SELLER agrees that: a) at all times to obey all of SELLER'S rules and regulations concerning conduct on BUYER'S premises, and should BUYER decide, in its sole discretion, that an employee of SELLER should not work on BUYER'S premises, SELLER will immediately remove that employee; b) neither SELLER nor its employees are employees, constructively or otherwise, of BUYER and instead are at all times independent contractors for BUYER. Should SELLER employ subcontractors to perform all or part of its work, SELLER guarantees that such subcontractor(s) shall agree, to the extent applicable, to this Purchase Order, including all incorporated terms, conditions and attachments, in writing, and shall become a party thereto.

### General Provisions / Entire Agreement

EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS DOCUMENT SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN BUYER AND SELLER AND CAN ONLY BE MODIFIED BY A WRITING SIGNED ON BEHALF OF BUYER AND SELLER BY THEIR RESPECTIVE, DULY AUTHORIZED REPRESENTATIVES. SHOULD ANY PART OF THIS AGREEMENT BE DEEMED INVALID BY A COURT OF LAW THAT SHALL NOT CONSTITUTE AN INVALIDATION OF ANY OTHER PART OF THIS AGREEMENT. SECTION HEADINGS HEREIN ARE FOR PURPOSES OF CLARITY ONLY AND ARE NOT TO BE CONSIDERED A PART OF THIS AGREEMENT. COMMENCEMENT OF WORK FOR GOODS OR SERVICES BY SELLER SHALL CONSTITUTE UNEQUIVOCAL ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN. PAST PRACTICE, INDUSTRY STANDARDS OR PRACTICES OR PREVIOUS COURSE OF DEALING OR TRADE SHALL NOT CONSTITUTE ANY SUPERCESSION OF THE TERMS CONTAINED HEREIN. FAILURE OF BUYER TO AFFECT ANY AVAILABLE RIGHT OR REMEDY SHALL NOT OPERATE AS A WAIVER OF SAME. THE SINGULAR SHALL BE CONSTRUED AS THE PLURAL AND THE PLURAL CONSTRUED AS THE SINGULAR AS NECESSARY TO GIVE FULL EFFECT OF THE LANGUAGE CONTAINED HEREIN. SELLER ACKNOWLEDGES THE IMPORT OF THESE TERMS & CONDITIONS CONTAINED HEREIN AND UNDERSTANDS THE CONTRACTUAL OBLIGATIONS CREATED THEREBY.