

PURCHASE ORDER TERMS AND CONDITIONS

"Buyer" means the legal entity specified on the face sheet of this purchase order. "Seller" means the party selling the applicable products to Buyer. By selling products to Buyer, Seller agrees that the following terms and conditions apply to Buyer's purchases. Any modifications to these terms and conditions must be in writing and signed by Buyer. References to "products" include items specifically provided for in the Purchase Agreement (as defined below).

1. TERMS AND CONDITIONS OF PURCHASE. (a) Any products Buyer purchases from Seller by electronic, phone, paper or any other form of transmission, are purchased subject to the following: (i) if Seller already has a fully-signed purchase agreement currently in effect with Buyer, then the terms of that agreement shall control, and that agreement, together with the terms and conditions of this purchase order and any subsequent purchase orders issued under said agreement and not in conflict with that agreement, shall constitute the complete agreement; and (ii) if Seller does not already have a fully-signed purchase agreement currently in effect with Buyer, then the terms and conditions of this purchase order and any subsequent purchase orders issued hereunder shall constitute the complete agreement. The complete agreement as stated hereinabove shall be referred to as the "Purchase Agreement".

(b) Seller may not assign or subcontract its obligations under the Purchase Agreement without the prior written consent of Buyer, and if Seller does so, the assignment or subcontract will be void.

(c) The Purchase Agreement shall be governed by, and interpreted under, the substantive laws of the State of New York, without regard to its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods (1980) shall not apply to the Purchase Agreement. **Any right to trial by jury with respect to any claim, action, suit or proceeding arising out of this Agreement or any of the matters contemplated hereby is waived.** Each party also hereby irrevocably submits to the exclusive jurisdiction of the courts of New York in any proceeding arising out of or relating to this Agreement, and to the federal district courts located in such state, agrees not to commence any suit, action or proceeding relating thereto except in such courts, and waives, to the fullest extent permitted by law, the right to move to dismiss or transfer any action brought in such court on the basis of any objection to personal jurisdiction or venue.

(d) As an offer, this Purchase Agreement expressly limits acceptance to its terms and conditions and notification of Buyer's objection to any different or additional terms in any response to this offer from Seller is hereby given. Any terms and conditions contained, or referred to, in any response to this offer from Seller to Buyer, including, without limitation, in any acknowledgment, acceptance of order, specification, letter or invoice, are deemed null and void, and Seller shall not seek to enforce any such terms and conditions against Buyer, even if such terms and conditions have purportedly been accepted by Buyer.

2. PRICING; PAYMENT. (a) The price for the products is the price stated in the purchase order. If no price is included, the price is the lower of the last price charged or quoted to Buyer. Unless otherwise provided elsewhere in the Purchase Agreement, prices are: (i) stated in U.S. dollars; (ii) not subject to increase for the duration of the Purchase Agreement; and (iii) DDP (INCOTERMS 2020) at a facility specified by Buyer. No extra charges of any kind, including, but not limited to, surcharges, will be allowed unless first specifically agreed to by Buyer in writing.

(b) Unless otherwise provided elsewhere in the Purchase Agreement, payment will be 2.0% 15 days, net 60 days from the later of the date of Buyer's receipt of (i) an undisputed invoice; or (ii) conforming products. Invoice date must not precede shipping date.

(c) Seller represents, warrants, certifies and covenants that it is selling at the lowest prices and upon the most favorable terms (including, without limitation, volume, quality and/or payment terms) that it offers any buyer for products of the same or similar quality as those provided for in the Purchase Agreement. If, during the term of the Purchase Agreement, Seller makes an offer to sell any such products to a third party at a lower price or upon one or more terms that are more favorable than the price or terms then applicable under the Purchase Agreement, then an equivalent reduction or modification of terms will apply to all products purchased thereafter for the balance of the term of the Purchase Agreement. On at least an annual basis or, upon request by Buyer, no more often than once during each six (6) month period, Seller shall deliver a certificate to Buyer, signed by an officer of Seller, certifying that Seller was in full compliance with this Section 2(c) during the previous twelve (12) month period.

(d) If, at any time during the term of the Purchase Agreement, Buyer notifies Seller, in writing, that a third party has made a competitive offer to sell products pursuant to one or more terms (including, but not limited to, price, volume, quality and/or payment terms) that are more favorable to Buyer than the terms then in effect under the Purchase Agreement (the "Favorable Terms"), then Seller will meet, or notify Buyer that it will not meet, such Favorable Terms within seven (7) days of receipt of Buyer's notice thereof. Seller's failure to meet such Favorable Terms within such seven (7) day period shall be deemed a decision not to meet such Favorable Terms regardless of whether Seller specifically notifies Buyer thereof. If Buyer is obligated under the Purchase Agreement to buy certain quantities of products from Seller, and Seller does not meet the Favorable Terms as provided above, then Buyer will be released from its obligations with respect to any quantities of products available from the third party on such Favorable Terms.

(e) Buyer will be responsible for all sales, use, and similar taxes (excluding taxes based on or measured by the net income, net worth or gross receipts of Seller) imposed as a result of the sale of products to the extent noted separately on each invoice. With notice to Seller, Buyer may pay such taxes directly to the taxing authority where allowed by law. Seller shall remit all taxes paid by Buyer to the appropriate taxing authority. Upon Buyer's request, Seller will provide written evidence that Seller is properly licensed to collect the taxes paid by Buyer.

(f) If the Purchase Agreement obligates Buyer to buy a percentage of its product requirements from Seller, reasonable amounts of product purchased from a third party supplier for purposes of qualifying such products shall be deemed excluded from Buyer's requirements and can be used by Buyer for commercial production and sale.

3. TRANSPORTATION; DELIVERY. (a) Delivery dates are firm and TIME IS OF THE ESSENCE WITH RESPECT TO DELIVERY. Seller agrees to use its best efforts to meet any request by Buyer for delivery of Products prior to a delivery date stated in the purchase order. Seller will promptly notify Buyer in writing if Seller anticipates difficulty in complying with a required delivery date and will use best efforts to meet the required delivery date. Buyer has no obligation to accept deliveries that are not made on the required delivery date. If Seller fails to meet a required delivery date, Buyer may procure replacement products and Seller will be liable to Buyer for all costs incurred by Buyer as a result of such failure.

(b) For purchase orders issued at agreed upon lead-times and in accordance with quarterly volume projections, Seller is responsible for all expedited freight cost incurred to meet delivery schedule.

(c) Unless otherwise provided elsewhere in the Purchase Agreement, delivery will occur, and title and risk of loss will transfer, when: conforming product passes into Buyer's storage facility. If Buyer is permitted under this Purchase Agreement to return a product to Seller, then the risk of physical loss or damage for the product will revert to Seller upon Buyer's tendering the product to a commercial carrier.

(d) Seller will be solely responsible for all demurrage charges resulting from Seller's actions or inactions in delivering products as specified herein.

4. INSPECTION. Buyer may inspect and test all products and all materials, equipment and facilities utilized by Seller in producing products for Buyer. Seller will maintain an inspection and testing system for the same that is acceptable to Buyer and will keep records of all inspection and testing data.

5. WARRANTIES. (a) In addition to any warranty implied by fact or law, Seller represents, warrants, certifies and covenants that it possesses the requisite skill, experience, knowledge, personnel and facilities necessary to fulfill its obligations under this Purchase Agreement, and that all products will be: (i) free of any claims by third parties; (ii) in strict accordance with the specifications, samples, drawings or other descriptions approved by Buyer; (iii) free from any and all defects, latent or patent; and (iv) to the extent that Buyer relies on Seller to specify the products, fit for their intended purpose. Seller further warrants it has good title to the products and that all products will be merchantable. If any products fail to conform to the above representations, warranties, certifications and covenants, then Seller, at Buyer's option, will: (1) replace or repair the nonconforming products; or (2) refund the purchase price of the nonconforming products and any related costs incurred by Buyer. Any replacement products also will be subject to the above representations, warranties, certifications and covenants. If Seller does not replace or repair within a reasonable time after notice of such nonconformance, Buyer may do so at Seller's expense.

(b) All representations, warranties, certifications and covenants applicable to Seller sold by Seller to Buyer shall automatically be transferred to Buyer's customers ("Customers") upon resale of the products to Customers. Customers shall have the right to enforce such warranties directly against Seller (without the involvement of Buyer), as if such Customers purchased such products directly from Seller. Seller shall provide Buyer and its Customers with a customer service phone number and email address for purposes of processing all product warranty claims.

6. QUANTITY TERMINATION; ORDER CHANGES. (a) Buyer may, by written notice to Seller, terminate its purchase of any quantity of products (i) for convenience, (ii) if Seller fails to deliver any part thereof when required, and/or (iii) if Seller is in breach of any term of the Purchase Agreement, including, without limitation, any provision of Sections 7, 8 or 9 below. If termination is due to a failure of completion of delivery or breach of any material term of the Purchase Agreement, Buyer may procure substitute products and Seller will be liable to Buyer for all costs incurred by Buyer as a result of such failure or breach.

(b) Prior to shipment, Buyer may request changes with respect to the products to be provided, including, but not limited to, changes in method of shipping or packing, time or place of delivery and increases in delivered quantity. Seller will promptly notify Buyer in the resulting increase or decrease in cost and Buyer and Seller will agree on any price adjustment before implementing any such change. In the absence of such agreement, Buyer shall have the sole option to withdraw its request for any such change.

7. COMPLIANCE WITH LAWS. Seller represents, warrants, certifies and covenants that Seller will comply with all applicable laws, rules, regulations and orders in performing its obligations under the Purchase Agreement, including, but not limited to, environmental, health and safety laws and regulations, immigration laws, equal employment opportunity laws and regulations, and any laws or regulations regarding bribery of government officials, including the Foreign Corrupt Practices Act of 1977, as amended. To the extent that any products transferred under the Purchase Agreement contain hazardous materials, Seller will provide all relevant information pursuant to Occupational Safety and Health Act (OSHA) regulations 29 CFR 1910.1200, as amended, if applicable, including a completed Material Safety Data Sheet (MSDS) Form 20, and any other applicable law, rule or regulation, and mandated labeling information, or any similar requirements in any other jurisdictions to which Buyer informs Seller the products are likely to be shipped. From time to time, at Buyer's request, Seller shall provide certificates to Buyer relating to compliance with any applicable legal requirements.

8. CONFIDENTIAL INFORMATION. Seller will treat as confidential and not disclose any information received from, or on behalf of, Buyer, or to which Seller has access, in connection with the Purchase Agreement to any person not first authorized by Buyer in writing to receive it. Seller will use such information only as necessary to fulfill its obligations under the Purchase Agreement. Upon termination of the Purchase Agreement, all such information will be returned to Buyer, or at Buyer's option, destroyed by Seller. Seller will not make any announcement or release any information concerning the Purchase Agreement to any other person or entity, including, but not limited to, the press or any official body, except as required by law (and then upon prior written notice to Buyer), unless prior written consent is obtained from Buyer.

9. INTELLECTUAL PROPERTY INFRINGEMENT. Seller represents, warrants, certifies and covenants that the sale or use of the products provided to Buyer will not infringe, misappropriate or otherwise violate any patents, trademarks, copyrights or other intellectual property rights anywhere in the world. If any product is held to constitute an infringement, Seller will, at its expense, obtain for Buyer a license to use the product or replace or modify the same, in a manner satisfactory to Buyer, so as to avoid the infringement. Seller shall not assert any of its patents or other intellectual property rights against Buyer or Buyer's affiliates, subsidiaries or customers worldwide in connection with any use of products provided to Buyer in the production, use, preparation, sale, or delivery of, or other action with respect to, the products of Buyer or Buyer's affiliates, subsidiaries or customers.

10. QUALITY. (a) Seller will not change the manufacturing process, raw materials or proportions of raw materials used in products delivered to Buyer under the Purchase Agreement unless Seller notifies Buyer in writing of the change at least six (6) months before its implementation and Buyer agrees to the change in writing. Seller will be liable for all costs, losses and damages that Buyer, its affiliates and subsidiaries and their respective officers, directors, employees and agents (collectively, the "Buyer Parties") may incur or suffer if Seller does not comply with the requirements of the preceding sentence. At Buyer's request, Seller will provide samples of product produced with the proposed change to test in Buyer's manufacturing process.

(b) Seller will participate in programs implemented by Buyer with respect to quality in manufacturing and delivery of products.

(c) Seller represents, warrants and covenants to Buyer that no Conflict Minerals are, or will be, necessary to the functionality, or production of, or are, or will be, used in the production of the product, any other product manufactured by Seller or any product currently proposed to be manufactured by Seller or any of its affiliates or subsidiaries or on its, or their, behalf in the future. "Conflict Minerals" means: (i) columbite-tantalite (coltan), cassiterite, gold, wolframite, or their derivatives, which originate in the Democratic Republic of the Congo or a country that shares an internationally recognized border with the Democratic Republic of the Congo; and (ii) any other mineral or its derivatives, the exploitation and trade of which is determined by the Secretary of State of the United States to be financing conflict in the Democratic Republic of the Congo or a country that shares an internationally recognized border with the Democratic Republic of the Congo.

11. CUSTOMS AND TRADE. (a) Unless otherwise agreed by Buyer in writing, Buyer will not be a party to the importation of products. All purchases under the Purchase Agreement will be consummated subsequent to importation, prices will be inclusive of all duties and other costs of customs clearance and Seller will not cause or permit Buyer's name to be shown as "importer of record" on any customs declaration. In any case where Buyer agrees, in writing, to be the importer of record, Seller will provide all information needed to effect customs entry into each country into which the products are to be imported.

(b) Seller will provide such documentation and other assistance as Buyer may request to allow Buyer to claim drawback of duties and taxes on products or articles manufactured from products provided under the Purchase Agreement.

(c) Seller will accurately indicate the country of origin of the products provided under the Purchase Agreement on the customs invoice and other applicable documentation. Seller will provide certificates of origin, or other such documentation, relating to such products within the meaning of the rules of origin of the USMCA (or any successor thereto) preferential duty provisions and execute such other documents as may be necessary for Buyer to claim duty preference under any applicable programs.

12. INSURANCE. (a) **Products.** Seller shall maintain in full force and effect from the date of first sale of products and for three (3) years following the date of Buyer's last acceptance of products, the following minimum insurance coverages: (i) Commercial General Liability insurance on an "occurrence" basis including coverage for premises, contractual, products and completed operations liability with a combined single limit of \$3,000,000 for bodily injury and property damages; and (ii) Umbrella insurance with a limit of \$5,000,000 that follows form over the Commercial General Liability policy.

(b) **Additional Provisions.** The policies described in this Section 12 shall provide a worldwide coverage territory, respond to claims made anywhere in the world, and shall name the Buyer Parties as "additional insureds" on a primary and non-contributory basis. All required insurance must be with companies licensed in the jurisdiction in which the products are sold, and be acceptable to Buyer. No insurance will be deemed to be in effect until satisfactory certificates thereof are delivered to Buyer, containing provisions requiring the insurance carrier to notify Buyer at least thirty (30) days prior to any expiration or termination of, or material change to, the policy. In addition, the Commercial General Liability, Automobile Liability and Umbrella policies shall name the Buyer Parties as "additional insureds" on a primary and non-contributory basis, and specifically insure the Buyer Parties for their respective negligence and other culpable conduct. All policies shall contain a waiver of subrogation in favor of the Buyer Parties.

13. INDEMNIFICATION. (a) Seller will fully defend, indemnify, hold harmless and reimburse the Buyer Parties and their shareholders, customers and assigns from and against all claims, suits, actions, proceedings ("Claims"), and damages, losses and expenses, including, but not limited to, litigation costs and expenses and attorneys' fees ("Losses"), arising out of, related to, or resulting from: (i) any breach of any representation, warranty, certification, covenant or agreement made by Seller in the Purchase Agreement; (ii) any negligence or willful misconduct of Seller, its affiliates, subsidiaries and/or their respective officers, directors, employees and/or agents (the "Seller Parties") in connection with performance under the Purchase Agreement; (iii) death or bodily injury, or the damage, loss or destruction of real or tangible personal property of third parties, caused by any Seller Party; (iv) any litigation, proceeding or claim by any third party, including, but not limited to, any of the Seller Parties, relating to the obligations of Seller under the Purchase Agreement; and (v) any of the Seller Parties' use, control, ownership, or operation of their respective businesses and facilities.

(b) Seller will defend, indemnify and hold harmless the Buyer Parties from and against all Claims, and all Losses incurred by or awarded against a Buyer Party in connection with any such Claim, related to any recall, repair, replacement or refund of the price of any products or any product incorporating the products (a "Recall"), provided that such Recall is based upon a defect, whether of warning, design or manufacture, in such products, or the failure of such products to conform to any standard which such products are required by law to conform, or the failure of such products to conform to any warranty, specification or standard set forth herein. If the products are not the sole cause of the recall, then Buyer will apportion its Losses in a reasonable manner as determined by Buyer.

14. OWNERSHIP OF DOCUMENTS AND MATERIALS; INVENTIONS. Seller agrees that all data, models, reports, programs, plans, drawings, deliverables and original works of authorship prepared by Seller under this Purchase Agreement ("Deliverables") will be deemed to have been prepared for Buyer and will be considered a "work made for hire" and all rights and the copyright thereto will be owned by Buyer. Seller assigns to Buyer all right, title and interest in and to such Deliverables and any copyright thereto in the USA and worldwide, including all rights to registration, publication, rights to create derivative works, and all other rights incident to copyright ownership. If a court holds that any Deliverables are not works made for hire, Seller will transfer and assign such Deliverables to Buyer at Buyer's request in consideration for the compensation paid to Seller under this Purchase Agreement. Seller will disclose promptly and in writing to Buyer all inventions, discoveries, improvements or designs ("Inventions") conceived, made or reduced to practice by Seller based upon: (a) information to which Seller has access as a result of visits to Buyer facilities or discussions with Buyer personnel, or (b) any drawings or specifications for the products furnished by Buyer. Seller agrees that such Inventions will be Buyer's exclusive property, whether or not patent applications are filed thereon. Seller assigns to Buyer all right, title and interest in and to such Inventions and will cooperate with Buyer to execute all documents and perform such acts as may be necessary or convenient to secure or enforce for Buyer worldwide statutory protection, including patent, trademark, trade secret or copyright protection, for all Inventions assigned to Buyer pursuant to this Section 14. Seller shall deliver to Buyer all such Deliverables and Inventions upon (i) completion, abandonment or postponement of the delivery of the products required by the Purchase Agreement, or (ii) termination of the Purchase Agreement.

15. SET-OFF. Buyer may set off any amount owing at any time from Seller or any of Seller's affiliates or subsidiaries to Buyer or any of Buyer's affiliates or subsidiaries against any amount payable at any time by Buyer under the Purchase Agreement.

16. FORCE MAJEURE. (a) Any non-performance or delay in performance of any obligation of Seller or Buyer under the Purchase Agreement will be excused to the extent such failure or non-performance is caused by "Force Majeure." "Force Majeure" means any cause preventing performance of an obligation under the Purchase Agreement which is beyond the reasonable control of Seller or Buyer, and which, by the exercise of due diligence, could not be overcome, including, without limitation, fire, flood, sabotage, shipwreck, embargo, explosion, strike or other labor trouble, accident, riot, acts of a governmental authority, and acts of God. In no event shall Seller's ability to sell products at a better price or Seller's economic hardship in buying raw materials necessary to manufacture products at a commercially reasonable price constitute Force Majeure or an event of commercial impracticability.

(b) If Buyer or Seller is affected by Force Majeure, it will (i) promptly provide written notice to the other party, explaining the full particulars and the expected duration of the Force Majeure and (ii) use its commercially reasonable efforts to remedy the interruption or delay. In the event of Force Majeure, notwithstanding any other provision of the Purchase Agreement, Buyer will have the right to purchase products from other sources during the period of Force Majeure. If a Force Majeure extends for more than sixty (60) days, the Purchase Agreement may be terminated by Buyer upon written notice without any liability on its part.

(c) If a Force Majeure compels Seller to allocate deliveries of products, Seller will make such allocation in a manner that ensures Buyer at least the same proportion of Seller's total output as was purchased by Buyer prior to the Force Majeure. Seller will use best efforts to source products or other items, at Seller's expense, from its own or its affiliates' and/or subsidiaries' global operations or the market in order to meet Buyer's required delivery dates.

17. TERMINATION. Each party reserves the right to terminate this Purchase Agreement and all of its obligations and liabilities hereunder by written notice to the other party if: (a) the other party breaches any of the terms or conditions hereof and fails to cure the same to the terminating party's reasonable satisfaction within thirty (30) days of the date of the terminating party's written notice specifying the nature of such breach; (b) the other party is adjudicated bankrupt or if a petition under the Bankruptcy Act is filed by it; (c) a petition under the Bankruptcy Act is filed against the other party and is not vacated within thirty (30) days; (d) the other party makes an assignment for the benefit of its creditors; (e) a receiver of all or any portion of the other party's property is appointed; or (f) any action under any law for the relief of debtors is taken by or with respect to the other party. Buyer may immediately terminate the Purchase Agreement, in whole or in part, with or without cause, immediately upon written notice to Seller, without further compensation to Seller. Upon the termination of the Purchase Agreement for any reason, (i) Buyer shall pay Seller only for the products accepted by Buyer up to the effective date of termination, and (ii) Seller shall immediately (x) stop work as directed in the termination notice; (y) place no further purchase orders for materials, except as necessary to complete the continued portion of the Purchase Agreement, if any; and (z) within fifteen (15) days of such termination, provide a refund to Buyer of amounts prepaid for the products for the period following the termination date. The provisions of Sections 5, 8, 9, 12, 13, 14, 19 and 20 of the terms and conditions of this purchase order, as well as any other provisions of the Purchase Agreement necessary to interpret the respective rights and obligations of the parties hereunder, will survive the expiration or termination of the Purchase Agreement or the completion of Seller's performance under the Purchase Agreement.

18. ACCESS AND AUDIT. In order to assess Seller's work quality and compliance with the Purchase Agreement, Seller will permit Buyer reasonable access to (a) all locations where work is performed in connection with the products provided for in the Purchase Agreement, and (b) Seller's books and records relating to the Purchase Agreement. Seller must maintain its books and records pertaining to the Purchase Agreement for at least three (3) years following the date of Buyer's last acceptance of products under this Purchase Agreement.

19. STATUTE OF LIMITATIONS. Seller must commence any action resulting from Buyer's breach of this Purchase Agreement within one (1) year after the cause of action has accrued. If Buyer wrongfully rejects or revokes acceptance of the products, Seller's exclusive remedy against Buyer is limited to recovery of the invoice price of such products, or resale, in a commercially reasonable manner, of such products and recovery of any difference between the invoice price and the resale price, less any expenses saved. **In no event will Buyer be liable for any consequential, indirect incidental, punitive or special damages, including any profits, anticipatory or otherwise, lost by Seller or its suppliers.**

20. MISCELLANEOUS. Each term of this Purchase Agreement is severable. Whole or partial invalidity of one term will not affect the validity of this Purchase Agreement or any other term. Remedies are cumulative and do not exclude any other remedies available to Buyer under this Purchase Agreement, at law or in equity. Failure to require strict performance does not waive a party's right to later require strict performance.