

## General Terms and Conditions for Indirect Procurement

Unless superseded by a written supply agreement entered into by both parties ("Supply Agreement"), these terms and conditions contained herein, any files linked herewith, and any other attachments to this PO (collectively the "PO") constitute the complete and exclusive agreement between the Buyer issuing the PO as noted on the first page ("Buyer") and Supplier ("Supplier"). The PO is limited to and conditional upon Supplier's acceptance of these terms and conditions exclusively. The PO does not constitute an acceptance of any offer or counteroffer made, or sales order or quotation submitted, by Supplier. Any reference in the PO to any offer or proposal made by Supplier is solely to incorporate the description or specifications of Deliverables in the prior proposal, but only to the extent that the description or specifications do not conflict with the description and specifications in the PO. Supplier shall not seek to: (i) modify, (ii) contradict, (iii) negate, or (iv) add to, any term contained in this PO (each a "Supplier Add"). Supplier Adds shall be of no force or effect, and the terms of this PO alone shall bind the parties. Supplier accepts the PO, including these terms and conditions, and forms a contract by doing any of the following: (a) commencing any work under the PO; (b) accepting the PO in writing; or (c) any other conduct that recognizes the existence of a contract with respect to the subject matter of the Order. If there is any conflict among the terms or conditions of the PO, these General Terms and Conditions of Purchase and the Statement of Work, such conflict shall be resolved in accordance with following order of precedence (in order from highest precedence to lowest precedence): (1) quantity, price, payment and delivery terms as set forth in the PO, (2) these General Terms and Conditions, including any applicable Appendix, (3) the relevant SOW (or similar) incorporated in and/or referenced in the PO and its exhibits; conflicts between the SOW (or similar) and its exhibits, the provisions of the SOW shall prevail, and (4) any other terms in the PO.

**1. Certain Definitions:** (i) "Affiliates" shall mean, in respect of an entity, any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity; (ii) "Authorized Supplier" shall mean a Supplier who has contracted with a subcontractor and/or manufacturer to represent such subcontractor and/or manufacturer's brand, (iii) "Buyer Custom Development" means any all content, technical information, inventions, discoveries, improvements, methods, techniques, software (object and source code), training material, processes and works of authorship, and other information conceived, developed, or first reduced to practice by Buyer, its employees, consultants or representatives or jointly with Buyer, under or in the performance of this Agreement by Buyer, its employees, consultants or representatives; (iv) "Control", for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interest of the subject entity; (v) "Data Protection Legislation" means any applicable law relating to the Processing, privacy, and use of Personal Data including, without limitation: (a) EU Council Directives 95/46/EC and 2002/58/EC; (b) the GDPR; (c) any corresponding or equivalent national laws or regulations; (vi) "Defect" or "Defective" means a defect to Deliverable or deliverables that results in breach of the warranty in Section 7.; (vii) "Deliverables" means, without limitation, any equipment, raw materials, commodities, software or services (including any component, part, sub-assembly, assembly or raw material thereof) purchased by Buyer from Supplier; (viii) "Delivery Date" shall mean the date Supplier is required to deliver the Deliverable to the locations designated on Buyer's PO; (ix) "Embedded Software" means software necessary for operation of goods and embedded in and delivered as an integral part of Deliverables; (x) "GDPR" means the Regulation of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation); (xi) "Law" means all and any laws of any relevant jurisdiction, including national, supranational, state, provincial, local or similar statutes, common laws, regulations, treaties, constitutional provisions, ordinances, codes, directives, notices, policies or rules of law, legal requirements, orders or judgments, other government restrictions or regulations and professional requirements and standards promulgated or entered into by any regulatory authorities of a competent jurisdiction, tribunal, judicial or arbitral body, administrative agency or commission or other authority or instrumentality; (xii) "Model Clauses" means the standard contractual clauses annex to the EU Commission Decision 2010/87/EU of 5 February 2010 for the transfer of personal data to processors established in Third Countries (and any successor clauses); (xiii) "personal data" means any information provided by or on behalf of Buyer to Supplier, relating to an identified or an identifiable natural person, or as otherwise defined under applicable Data Protection Legislation; (xiv) "Specifications" means written specifications setting forth manufacturing, component, testing, shipping and all other technical requirements for the Deliverables.

**2. Price and Payment Terms:** All prices are firm and shall not be subject to change. Supplier warrants the pricing for any Deliverables shall not exceed the pricing for the same or comparable Deliverables offered by Supplier to third parties. Supplier shall promptly inform Buyer of any lower pricing levels for same or comparable Deliverables or services, and the parties shall promptly make the appropriate price adjustment. Payment of Supplier's invoices shall be net ninety (90) days from the end-of-month of receipt and completion of Deliverables at the locations designated on Buyer's PO unless otherwise agreed to in writing by the parties. All monies paid are refundable to Buyer if the Deliverable does not conform to agreed specifications or standards. Buyer shall not be liable for any taxes (including national, federal, state or local taxes) unless Buyer cannot supply an appropriate tax exemption certificate. Buyer will never be liable for Supplier's net income, capital, net worth or similar taxes. Any applicable taxes shall be separately stated on the face of this PO and separately invoiced.

**3. Cancellation:** Buyer may cancel this PO orally or in writing, in whole or in part, at any time if the Supplier breaches this PO or if a finding of default is made and if other certain events occur, including but not limited to: (i) default by Supplier with respect to Delivery, quality, or other obligations under this PO; (ii) Supplier's failure to accept the PO within five (5) days; or (iii) insolvency of Supplier, filing by Supplier of a voluntary petition in bankruptcy, filing of an involuntary petition to have Supplier declared bankrupt, provided the same is not vacated within thirty (30) days from the date of such filing, or the execution by Supplier of any assignment for the benefit of creditors, or the appointment of a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrator, business rescue practitioner, curator or similar officer in respect of any of the Supplier's assets, or the shareholders, directors or other officers of the Supplier request the appointment of a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrator, business rescue practitioner, curator or similar officer, or any other analogous step or procedure is taken in any jurisdiction. In the case of (i), (ii) or (iii) above Buyer shall incur no liability after giving written notice of the cancellation. Buyer shall have the option to cancel this order, without cause, at its discretion. In such event, Buyer's liability shall not exceed the full price of Deliverables already manufactured to meet scheduled Delivery Dates. Such liability is limited to deliveries that Buyer has ordered with dock dates of no more than thirty (30) calendar days from the date of notification of such cancellation. Upon notification of cancellation, Supplier will provide a complete cancellation cost analysis and shall immediately notify Buyer of any anticipated cancellation costs. In the event of Buyer's cancellation of the PO for convenience, Buyer shall only be liable for cancellation related expenses in the event that Supplier provides a complete cost analysis for Buyer's inspection; and Supplier is otherwise unable to sell the Deliverables to another source within a reasonable timeframe. Upon cancellation of software or services orders, Buyer shall only be liable for the price of the work that has been completed as of the date of cancellation notice. Under no circumstances shall Buyer pay cancellation charges exceeding the value of the unpaid balance of this PO.

**4. Delivery:** Time is of the essence for delivery, performance and all other obligations arising herein. If Supplier does not meet the scheduled Delivery Dates, and Supplier fails to demonstrate to Buyer that it has taken best efforts to comply with meeting the Delivery Dates, then Buyer may, at its option cancel this PO, or any part of this PO without incurring any liability. If Buyer requests expedited shipment of any late deliveries, Supplier will be responsible for shipping costs. Supplier will not ship ahead of the scheduled Delivery Date unless authorized by Buyer in writing. Buyer may reject, at its option, all unauthorized early shipments to Supplier at Supplier's expense. Payments for early shipments unauthorized by Buyer will be postponed until the applicable due date after the scheduled Delivery Date. Supplier, when it has reason to believe that deliveries will not be made as scheduled, will provide immediate written notice to Buyer setting forth the cause of such anticipated delay. Supplier shall be, in addition to any other remedy available to Buyer, liable for Buyer's documented additional expenses and costs due to its failure to deliver in the event that it fails to provide such notice. Notwithstanding the above, neither Buyer or Supplier will be liable for delays or defaults due to fires, floods, earthquakes, riots, storms or acts of civil or military authority and without their fault or negligence and which were not reasonably foreseeable. In the event that any such condition exists as to Supplier, Buyer may at its option, cancel this PO in whole or in part. All internationally shipped Deliverables will be shipped under "DDP Suppliers facility (Incoterms 2010)". Deliverables shipped under domestic transport will be shipped "FCA Supplier's facility" (Incoterms 2010), and Supplier must utilize the carriers or freight forwarder provided in Buyer's shipping guidelines for the transit from Supplier's facility to the Buyer's receiving dock. If Supplier uses any other transportation agent, Supplier will reimburse Buyer for any additional costs incurred for transportation. If no transportation agent is specified, Supplier will use a transportation agent acceptable to Buyer. Title shall be transferred to Buyer following acceptance of the Deliverables by Buyer, but no sooner than the physical delivery of the Deliverables to the final destination designated on Buyer's PO. Before and at the time Deliverables are shipped, Supplier will give Buyer sufficient warning in writing (including appropriate labels on all Deliverables, containers, and packing, including without limitation disposal and recycling instructions, material safety data sheets and certificates of analysis) of any hazardous or restricted material that is an ingredient or part of the Deliverables, together with any special handling instructions that are needed to advise carriers, Buyer, and their employees how to take appropriate measures while handling, transporting, processing, using or disposing of the Deliverables, containers, and packing. Supplier agrees to comply with all Laws pertaining to Deliverable content and warning labels, including without limitation the U.S. Toxic Substances Control Act and European Union Directive 2000/53/EC.

**5. Packing and Shipping:** Shipments must be preserved, packaged, handled and packed to permit efficient handling, provide protection from loss or damage, and comply with Buyer's specifications, government regulations, industry standards and carrier requirements. Supplier will be liable for any loss or damage due to its failure to properly preserve, package, handle or pack any shipment. No charge will be allowed for handling, packing, crating, returnable containers, import duties, transportation, documentation or media unless previously agreed to in writing and such agreements is referenced in this PO. All containers, packing lists, bills of lading and invoices must list the PO number. Each PO number must be placed on the shipping documents and in the reference fields of the automated shipping systems. Supplier shall comply with all applicable Laws relating to shipments and the entry of the Deliverables into the relevant jurisdictions for Delivery and provide to the Buyer and the Buyer's agent with all information required for these purposes under the Laws (including customs requirements). By way of example: (i) Suppliers that import to the United States of America will comply with the security recommendations in accordance with the US Customs Trade Partnership Against Terrorism (C-TPAT). Supplier will provide Buyer or Buyer's designated agent with all necessary information to complete the Importer Security Filing (ISF), when required, and (ii) All Suppliers that import into the European Union (EU) will comply with the security recommendations in accordance with the Authorized Economic Operator (AEO) guidelines. Supplier will make every reasonable effort to ensure information is provided timely and accurately, and in such a manner as stipulated by Buyer. Supplier agrees to reimburse Buyer for any fines and/or penalties incurred as a result of Supplier providing inaccurate information, or Supplier's failure to provide information. If Supplier provides inaccurate information or refuses to supply the required information, Buyer may terminate the PO without liability to Supplier. This document may contain technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S. C., Sec. 2751, et seq.).

**6. Obligations of the Supplier:** The Supplier shall provide the Deliverables to Buyer in accordance with Buyer's requirements. The Supplier shall ensure that the Deliverables are provided in accordance with, and with due regard to, all relevant Laws. The Supplier shall ensure that accurate and comprehensive records are maintained of all activities of the Supplier under this PO. The Supplier shall provide Buyer with such information and documents in connection with the Deliverables as Buyer may request from time to time. The Supplier shall (1) comply with reasonable requests of Buyer, including without limitation, attending meetings with Buyer and its consultants and advisers, (2) adhere strictly with any timelines required by Buyer, (3) carry out such duties, functions and additional services which are incidental to and/or necessary for the performance of its obligations under this PO, (4) at all times be answerable to Buyer and prepare and submit to Buyer promptly such reports relating to the Supplier's obligations as may be requested by Buyer from time to time, (5) use its own resources, equipment, materials and services to carry out its obligations under this

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PO, (6) exercise due skill and proper care and shall at all times maintain the highest professional standards, and (7) do nothing (whether by act or omission) that is adverse or prejudicial to the standing and reputation of Buyer.

**7. Acceptance:** Final inspection and acceptance by Buyer will be at destination unless otherwise specified in this PO. Buyer may inspect all or a sample of Deliverables and may reject all or any portion of the Deliverables if Buyer determines them to be defective or nonconforming. If Buyer performs any inspection (other than the standard inspection) after discovering defective or nonconforming Deliverables, any additional inspection costs will be paid by Supplier. No inspection, tests, approval, design approval, or acceptance of the Deliverables relieves Supplier from responsibility for warranty or any latent or patent defects, fraud, or negligence. If Deliverables are defective or nonconforming, Buyer may, by written notice to Supplier: (a) rescind this PO; (b) accept the Deliverables at an equitable reduction in price; or (c) reject the Deliverables and require the delivery of replacements or reperformance. Delivery of replacements will be accompanied by a written notice specifying that the Deliverables are replacements. If Supplier fails to deliver replacements or complete reperformance promptly, Buyer may correct any retained defective or nonconforming Deliverables at Supplier's expense; replace them with Deliverables from another supplier and charge the Supplier the cost thereof, including cover, and any incidental costs; or terminate this PO for cause.

**8. Warranty:** Unless otherwise agreed upon by the parties in writing, the "Warranty Period" shall be 2 years. Supplier warrants that all Deliverables purchased hereunder (1) will be provided in a professional and workmanlike manner in accordance with the highest standards in the industry and be free from defects in design (to the extent the design was provided by Supplier), material and/or workmanship; (2) will be new and not used or reconditioned; (3) will upon Buyer's taking title of the Deliverable and for the Warranty Period conform to the specifications, drawings, and/or descriptions provided to Buyer before its purchase hereunder; (4) will upon Buyer's taking title of the Deliverable and for the Warranty Period be fit for the intended purpose; (5) will comply with such other Deliverable specific warranties as may be required by Buyer for the time period required by Buyer; and (6) the Deliverables shall comply with all applicable Laws. This warranty is in addition to and not in lieu of any other warranties given by Supplier and warranties created or existing pursuant to applicable Law. This warranty is fully transferable by Buyer at Buyer's option to Buyer's customers. Supplier warrants that it has title to the Deliverables and that the Deliverable is free of all liens, security interest or and encumbrance. These warranties shall survive inspection, test, acceptance and payment and shall accrue to Buyer, its successors, assigns and customers. Warranty failures may be returned to Supplier for repair, replacement or credit at Buyer's option and at Supplier's risk and expense. Repaired and replacement Deliverables shall be new and not reconditioned (unless otherwise agreed to in writing between the parties) and subject to the Warranty terms herein. If Supplier breaches any warranty specified in this order or afforded by Law, Buyer shall be entitled to avail itself cumulatively of all remedies in Law or in equity. Notwithstanding anything to the contrary to this Section 7. Buyer shall be entitled to full compensation for any and all losses, damages, costs and expenses (including but not limited to rework costs, overtime charges, cost of manufactured or partially manufactured assemblies, fines and penalties paid by Buyer and/or claimed by any customer of Buyer related to a breach of Supplier's warranties hereunder) and other similar amounts suffered or incurred.

**9. Records, Business Continuity, Data Protection and Privacy:** The Supplier shall keep appropriate records (including in respect of ingredients, components and quality control of Deliverables) for no less than: 5 years; or 7 years for financial information. The Supplier shall at all times upon reasonable notice, allow the Buyer to enter, access, inspect and audit (i) all information, documentation and records related to the Deliverables, and (ii) the location, equipment, stocks, methods used and performance by the Supplier in the preparation, manufacture, packaging, storage, handling and supply of the Deliverables. The Supplier shall reliably back up all data provided, used or generated in connection with the Deliverables (with respect to electronic data, in encrypted form of no less than 256 bit key strength) and shall otherwise establish and maintain adequate safeguards against the destruction or loss of such data in the possession or control of the Supplier. Buyer and Supplier must comply with applicable Data Protection Legislation at all times during the performance of this PO. The Supplier: (a) may be provided with access to Buyer personal data during the performance of this PO, and where the Supplier processes personal data originating from the EEA, the Supplier shall enter into the GDPR-compliant data processing terms supplied by Buyer; (b) shall use the personal data provided only as strictly necessary to perform the Services required this Agreement; (c) shall not disclose or transfer Buyer personal data outside the European Economic Area (EEA) without the prior written consent of Buyer and subject to the entity receiving the Buyer personal data being located in a territory which is subject to a current finding by the European Commission that it provides adequate protection for personal data under applicable Data Protection Legislation; or where Supplier and/ or the entity receiving the Buyer personal data has entered into the Model Clauses or is subject to an alternative mechanism approved by relevant authorities pursuant to Data Protection Legislation; (d) shall not retain any Buyer personal data for longer than is necessary to fulfil any obligations to Buyer in accordance with the PO; (e) shall ensure that any Buyer personal data are returned to the Buyer or destroyed on termination or completion of the PO in accordance with Buyer's reasonable instructions; (f) shall ensure that it has in place appropriate measures to ensure the security of Buyer personal data (and to guard against unauthorized or unlawful use of the personal data and against accidental loss or destruction of, or damage to, the personal data); (g) shall promptly notify Buyer of any breach of the security measures required to be put in place pursuant to (f); (h) shall ensure it does not knowingly or negligently do or omit to do anything which places Buyer in breach of its obligations under the Data Protection Legislation; and (i) shall treat Buyer personal data as Confidential Information.

**10. Authorized Supplier:** If Supplier is an Authorized Supplier, Supplier covenants, warrants and represents that it has effective contractual agreements in place with each subcontractor and/or manufacturer whose Deliverable(s) it is procuring to sell to Buyer. Supplier shall: (a) only ship Deliverables to Buyer that have been procured directly from the manufacturer and/or its subcontractor, (b) not ship Deliverables to Buyer that have been procured from any other source without prior written consent from Buyer, and (c) be considered an unapproved independent supplier for Deliverables procured from other sources. Failure to obtain Buyer's prior written approval constitutes a material breach under the terms of this PO. Supplier will fully indemnify Buyer from any and all claims, losses and damages that result from said breach. Buyer reserves the right to reject any and all requests for approval, or require additional verification and testing of Deliverables.

**11. Compliance with Applicable Laws:** Supplier represents and warrants to Buyer that the manufacture, delivery, or sale to Buyer of any Deliverables under this PO complies with all applicable Laws and that any services shall be provided in accordance with all applicable Laws, including without limitation import or export laws, product safety, emissions and environmental requirements, packaging regulations including the ISPM 15 "Requirements of Wood Packaging Materials", social responsibility code of conduct requirements (including, upon request, submission of compliance proof to the Responsible Business Alliance requirement through either submission of a self-assessment questionnaire administered by either a 3rd party affiliated with the RBA organization or Buyer), and any applicable supply chain security guidelines of the countries in which Buyer conducts business. Supplier agrees to comply with the RBA Code of Conduct found at: <http://www.responsiblebusiness.org/standards/code-of-conduct/>. Upon request, Supplier shall furnish Buyer with specific declarations and certifications of legal compliance. Supplier agrees specifically to comply with all Federal, State and local Laws, statutes, ordinances, rules, regulations and relevant orders of the Secretary of Labor relating to equal employment opportunity. If this PO, or any part thereof, is a subcontract under a U. S. Government prime contract, the Federal Acquisition Regulations (FAR) clauses specified in 52.244-6 in effect on the date of this PO, are, to the extent applicable, incorporated herein by reference with the same force and effect as though set forth in full text. In such clauses, unless otherwise stated, the term "Contractor" means Supplier except in the term "prime contractor," "subcontractor" means Supplier's subcontractor, "Contract" means this PO, except in the term "prime contract" and both "contracting Officer" and "Government" mean Buyer except as otherwise indicated. Both parties will adhere to all applicable Laws and regulations governing such party's conduct in connection with this Agreement, including, without limitation, the United States Foreign Corrupt Practices Act, the UK Bribery Act, any laws or regulations of the U.S. Department of Commerce Bureau of Industry and Security and will not export or re-export any technical data or Deliverables received from a party, or the direct Deliverable of such technical data, to any proscribed country listed in the U.S. Export Administration regulations unless properly authorized by the U.S. government. Supplier covenants that it shall not sell, distribute, disclose, release, receive or otherwise transfer any item or technical data provided under this PO to or from: (1) any country designated as a "State Sponsor of Terrorism" or "SST" by the U.S. Department of State, (2) any entity located in, or owned by an entity located in a SST country, or (3) any person or entity listed on the "Specifically Designated Nationals and Blocked Persons" list maintained by the U.S. Department of Treasury. The foregoing clause shall apply regardless of the legality of such a transaction under local law.

**12. Indemnification:** Supplier will indemnify, defend and hold Buyer and its employees, subsidiaries, Affiliates, successors and assigns harmless from and against all claims, damages, losses, costs and expenses, including attorney's fees (including fees for service of subpoena in which claims are asserted against the Supplier) arising from any claim based in part or in whole on (i) any Deliverables, a Recall, product Specifications, or any design, information technology and processes supplied and/or approved by Supplier or otherwise required by Supplier of Buyer; (ii) that any item in subsection (i) infringes or violates any patent, copyright or other intellectual property right of a third party; (iii) actual or alleged non-compliance with applicable Law; or (iv) design or product liability alleging that any item in subsection (i) has caused or will in the future cause damages of any kind, (v) Supplier's breach of any representations, warranties and covenants made under this PO Buyer will notify Supplier in writing of any claims made against Buyer; or (vi) any negligent acts or omissions or willful misconduct of Supplier or its personnel or subcontractors. Supplier will reimburse Buyer's expense for counsel if Supplier does not assume control of the defense of a subject claim or respond to a subpoena. Supplier will not make any settlement that affects Buyer's rights or interests without Buyer's prior written approval which will not be unreasonably withheld. If the use by Buyer or its Affiliates, subsidiaries, assigns or customers of any Deliverables or service furnished under this PO is enjoined ("Infringing Deliverable"), Supplier shall, at its own expense, procure for Buyer the right to continue using the Infringing Deliverables. If Supplier is unable to do so, Supplier shall at its own expense, either replace the Infringing Deliverable with a non-infringing Deliverable, or modify the Infringing Deliverable so that it becomes non-infringing. If Supplier is unable to replace or modify the Infringing Deliverable, Supplier shall promptly refund in full all costs paid by Buyer for the Infringing Deliverable. Exercise of these remedies shall not be exclusive of or without prejudice to any other remedies provided in Law or equity which are available to Buyer. If the use of such Deliverables is enjoined, temporarily or permanently, Buyer may return such Deliverables to Supplier for full credit and cancel any remaining portion of the PO. Supplier will maintain all insurance and/or bonds necessary to satisfy its obligations under this PO, including without limitation, its obligations set forth in Section 12. hereof. Such insurance shall apply globally, respond in all jurisdiction, and at a minimum, and without limiting the foregoing covenant, Supplier will maintain general liability insurance, automobile insurance, errors and omissions insurance, recall insurance and worker's compensation insurance as required by Law and necessary to satisfy its obligations under this PO.

**13. Intellectual Property:** Ownership and all rights in all Buyer Custom Development, including all rights in any trademarks, patents, copyrights, data, trade secrets and other intellectual property contained in or derived from the Buyer Custom Development, hereby vests exclusively in Buyer. The Parties expressly agree to consider as a "Work Made For Hire" any Buyer Custom Development which qualifies as such under the laws of the United States or other jurisdictions. To the extent the Buyer Custom Development does not qualify as a "Work Made For Hire" or where Buyer deems necessary for any other reason, Supplier hereby assigns to Buyer all such right, title and interest in such Buyer Custom Development, Supplier agrees to provide all reasonable assistance, including providing technical information relating to the Buyer Custom Development and executing all documents of assignment and other documents (and cause its agents, contractors, subcontractors, employees and others to provide such assistance and information and execute such documents) which Buyer may deem necessary or desirable to perfect its ownership interest in such Buyer Custom Development, including trademark, patent or copyright applications. If and to the extent the Buyer Custom Development contains Supplier intellectual property, Supplier grants to Buyer an unrestricted, perpetual, worldwide, sub-licensable, royalty-free license under the Supplier intellectual property to use, copy, modify, distribute, publicly display, publicly perform, import, manufacture, have made, sell, offer to sell (whether directly or through channels of distribution), to the extent they are needed for Buyer to exercise its rights in the Buyer Custom Development. Any such license shall include Buyer's right to grant an unrestricted, royalty-free license to its Affiliates for the purposes stated herein.

**14. Embedded Software:** To the extent any Deliverables contain Embedded Software (defined below) that is not Buyer's Property and no title to such Embedded Software passes to Buyer, the Supplier shall grant Buyer, Buyer's Affiliates, its customers and all other users a non-exclusive worldwide, irrevocable, perpetual, royalty-free right to use, load, copy, install, execute, demonstrate,

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market, test, resell, sublicense and distribute such Embedded Software as an integral part of such Deliverables or for servicing the Deliverables (the "Buyer-Required License"). If such Embedded Software or any part thereof is owned by a third party Supplier shall obtain the Buyer-Required License from such third party owner prior to delivery.

**15. Changes:** Buyer reserves the right at any time, to request changes in the specifications, drawings, samples or other description to which the Deliverables or services are to conform, the quantity and method of shipment and packaging, or in the time or place of Delivery. Supplier shall not, without the Buyer's prior written consent, (a) change the ingredients or components (including feedstock and raw materials) used to produce the Deliverables, Specifications, manufacturing process, approved plant or agreed delivery method, or (b) implement any changes which alter any of the Deliverables in such a way that is not acceptable to the Buyer's technical clearance process, even if the Deliverables are still within the Specifications. This PO will not be deemed or construed to be modified, amended, rescinded, canceled or waived in whole or in part, except in writing by Buyer.

**16. Confidential Information:** "Confidential Information" means information on tangible media conspicuously labeled as "proprietary" or "confidential" or with comparable legend ("marked") provided by one party ("Provider") to the other party ("Recipient"). Orally disclosed information is also Confidential Information if Provider gives Recipient a marked writing containing a summary, the approximate date and time and the recipients of such disclosure within 30 days of disclosure. No information can be Confidential Information if (i) it is publicly available through no fault of Recipient; (ii) Recipient gets it from a third party who had the right to provide it; (iii) Recipient independently develops it or knew it before receiving it hereunder; or (iv) Provider discloses it to a third party without restriction. Recipient will hold and protect Confidential Information with the same degree of care that it uses with its own information of like importance, but in no event less than a reasonable standard of care. This Section 16. survives fulfillment or earlier termination of the PO for two years.

**17. Compliance with Buyer Policies.** Supplier acknowledges that it has read and understands the Buyer policies and requirements applicable to Buyer's suppliers (the "Policies") which are located at: <https://www.ijabil.com/about-us/supplier.html>. Buyer may update, amend, modify and replace the Policies from time to time. Supplier agrees to keep abreast with the Policies and any changes to the Policies (as published on the abovementioned website). Supplier agrees to fully comply with the Policies (as updated and modified from time to time) for the duration of the PO and particularly with regard to provision of the Deliverables.

**18. Independent Contractor.** The relationship of Buyer and Supplier is that of independent contractors. Nothing in this PO shall be interpreted or construed as creating or establishing the relationship of employer and employee between Buyer and Supplier or Supplier's personnel or subcontractors (collectively, "Supplier Personnel") and this PO does not constitute a partnership or relationship of agency or representation between Buyer and the Supplier. Buyer has no right to control directly or indirectly the terms and conditions of the employment of Supplier Personnel. Without limitation to the foregoing, neither Buyer nor Supplier has any right, power, or authority to act or to create any obligation, express or implied, on behalf of the other. To the extent permissible by Law, and after securing appropriate written authorization from Supplier Personnel, Supplier shall, through the utilization of an authorized background checking agency perform background checks prior to (a) stationing any Supplier Personnel to perform services at any Buyer location, facility or work site (each a "Buyer Site") (for purpose of clarity, "stationing" shall not include periodic attendance or visits to a Buyer Site); (b) granting Supplier Personnel access to Buyer networks; (c) assigning Supplier Personnel to duties that are directly related to the safe operation or security of a Buyer Site, which, if not performed properly, could cause a serious environmental, health or safety hazard; or (d) assigning Supplier Personnel to a Buyer Site that is designated in its entirety as "security sensitive," even though the work responsibilities, if performed in another context, would not be security sensitive. Such background check conducted for Supplier Personnel shall meet Buyer's minimum verification: criminal felony and misdemeanor (7 years State and Federal check); social security number trace; employment verification; education verification; global sanctions & enforcement check; five panel drug screening; or other local requirements as specified by Buyer.

**19. Miscellaneous:** Supplier may not subcontract, assign, or delegate in whole or in part, any of its obligations under this Agreement without Buyer's express written consent. Any attempted delegation or assignment will be void if it is not with Buyer's written consent. Failure by Buyer to insist upon strict compliance to the terms and conditions of this PO is not a waiver of the term or condition. The waiver of any term or condition of this PO must be in writing. No such waiver will be construed as a waiver of any other term or condition nor as a waiver of any subsequent breach of the same term or condition. If any provisions herein will be held to be invalid or unenforceable for any reason such provisions will, to the extent of such invalidity or unenforceability, be reformed or, if necessary, severed to the minimum extent necessary to render the remainder of this PO to be valid or enforceable, but without in any way affecting the remainder of such provision or any other provision contained herein, all of which will continue in full force and effect. Termination of this PO for any reason whatsoever shall not affect the continued enforceability and binding nature of such clauses as are expressed to survive termination of this PO and/or the continued application of which is necessary so as to give effect to such clauses and/or the purpose of such clauses.

**20. Dispute Resolution:** Any dispute arising out of or relating to this PO shall be settled by binding arbitration under the applicable rules and procedures of the arbitration bodies listed as follows. This clause shall not preclude parties from seeking provisional remedies from a court of appropriate jurisdiction. For any Buyer entity incorporated in the Americas, the laws of the State of Florida apply, excluding those portions relating to conflicts of laws. Disputes will be settled before the American Arbitration Association according to its rules, with the mandatory site for arbitration in Tampa, Florida. For any Buyer entity incorporated in China, the laws of the People's Republic of China apply and disputes will be settled before the China International Economic and Trade Arbitration Commission ("CIETAC"), with the mandatory site for arbitration in Shanghai. For any Buyer entity incorporated in Asia (outside of China), Singapore laws apply and disputes will be settled before the Singapore International Arbitration Centre ("SIAC"), with the mandatory site for arbitration in Singapore. For any Buyer buying entity incorporated anywhere else in the world, the laws of Austria apply, excluding those portions relating to conflicts of laws, and all disputes arising out of or in connection with the PO shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules, with the mandatory site for arbitration in Vienna, Austria. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. To the extent that a court of competent jurisdiction or arbitral panel reasonably determines that a local law must apply (notwithstanding the express choices of law described in this Section 21), the parties agree and acknowledge that the application of such local law shall be limited in scope and narrowly tailored to apply in a limited context, and that thereafter all disputes shall be otherwise governed by this Section 21 as well as by the express arbitration provisions set forth herein. The language of arbitration shall in all cases be English, unless otherwise agreed by both parties. The parties hereby knowingly and voluntarily, and having had an opportunity to consult with counsel, waive all rights to trial by jury.

**21. Notices:** Any notice to Buyer will be directed to Buyers authorized representative. Any notice required pursuant to this PO will be in writing and will be deemed received as of the date of actual receipt of written notice.

**22. Publicity:** Without the prior written consent of the other party, neither party will use the name, logo, or trademark of the other party nor refer to this PO in any publicity or advertising, or disclose to any third party any of the terms of this PO; provided that, Buyer may provide information relating to Deliverable performance, specifications and warranties to its customers.

**23. Canada POs:** The parties declare that they have requested, and do hereby confirm their request, that the present document and related documents be in English; les parties déclarent qu'elles ont exigé et par les présentes confirment leur demande que la présente entente, ainsi que les documents qui s'y rattachent, soient rédigés en anglais.

## APPENDIX A – CAPITAL / MANUFACTURING EQUIPMENT

The terms of this Appendix A shall apply for the purchase of capital / manufacturing equipment ("Equipment") and services related to the production, calibration and/or installation thereof ("services"). Where there is a conflict or silence on the Buyer's PO terms and conditions, this Appendix A shall govern. For any purchase of components, materials, production parts, tooling, or other goods or services, Buyer's PO terms and conditions will apply instead of these terms.

**1. Specifications:** Buyer's general equipment / software specifications and source inspection and acceptance criteria ("Equipment Specification") are incorporated into this PO by reference and will be used exclusively to determine performance and acceptability of the Equipment. The applicable Equipment Specification document control number and revision level will be indicated on the face of the PO. Final payment is contingent upon compliance with the Equipment Specification and successfully completing the acceptance criteria after installation at Buyer's facility.

**2. Pre-Installation:** Supplier will provide Buyer with Supplier's then current installation requirements, including the location space and storage needs. Supplier shall review the Pre-Installation Conditions (defined below) with Buyer to confirm that Buyer understands such requirements. Buyer is responsible for the following: ensure the site's compatibility with Supplier's shipment crates; provide environmentally adequate storage space for Equipment upon arrival at Buyer's facility and prior to installation; provide access to the facility to Supplier's employees for pre-installation surveys, unpacking, and installation of each system; make available Buyer personnel in sufficient numbers and of adequate capabilities on site to assist Supplier during pre-installation, unpacking, and installation; use Supplier approved equipment, rigging, or other services to transport the Equipment, either assembled or in parts, to the place of installation; establish and maintain additional site conditions as indicated pursuant to Supplier's then current installation requirements; and provide any other support or assistance as reasonably requested by Supplier (the "Pre-Installation Conditions"). If, as a result of Buyer's failure to comply with the Pre-Installation Conditions, Supplier is unable to complete an installation of equipment as scheduled, Buyer and Supplier will work together in good faith to devise a plan to complete the installation.

**3. Installation:** The Equipment shall be installed by Supplier in a good and workmanlike manner, provided that all the Pre-Installation Conditions stated in the Section 2 above have been met by Buyer. In the event installation cannot be completed within ninety (90) days of the delivery of the Equipment due to delays caused solely by Buyer, including Buyer's failure to comply with the Pre-Installation Conditions, Supplier may invoice for any portion of the purchase price for the Equipment not previously paid by Buyer without Buyer waiving the Acceptance Criteria set out below.

**4. Acceptance Criteria:** After on-site installation at Buyer's premises, the Equipment will be subjected to on-site acceptance testing which Supplier and Buyer will mutually agree upon (the "Site Acceptance Test" or, alternatively, "SAT"). Supplier will be invited to attend the SAT, at Supplier's expense. At such time as the Equipment meets the SAT, the installation shall be deemed to be completed (the "Final Acceptance Date"). Notwithstanding anything to the contrary in these terms and conditions, the Final Acceptance Date shall be the earlier of: (a) such time as the system passes the SAT, or (b) ninety (90) days from shipment if acceptance or use has been delayed through no fault of Supplier. Any unpaid balance of the purchase price shall thereupon become due and payable within ninety (90) days after the Final Acceptance Date, and the warranty period shall start from the Final Acceptance Date. Minor deviations from Equipment Specifications or the Buyer's acceptance criteria, which do not affect Buyer's ability to effectively use the Equipment will not be grounds for delayed acceptance, but shall be remedied under the terms of the applicable warranty.

**5. Payments:** Buyer will not be obligated to make any payment to Supplier if any one or more of the following conditions exist: (a) Supplier is in material default of any of its obligations under the PO, (b) any part of such payment is attributable to work which is defective or not performed in accordance with this PO; provided however, such payment will be made as to the part attributable to work performed in accordance with this PO and which is not defective, (c) Supplier has failed to make payments promptly to Supplier's subcontractors or for goods or services related to the Equipment

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for which Buyer has made payment to Supplier, (d) if Buyer reasonably determines that the portion of the amount remaining unpaid under this PO will not be sufficient to complete the work in accordance with this PO, no additional payments will be due Supplier unless and until Supplier, at its sole cost, performs a sufficient portion of the work so that such portion of the amount remaining unpaid is determined by Buyer to be sufficient to complete the work, or (e) Supplier has failed to complete the work within the time period stated in this PO. In addition, Buyer may set off from payments otherwise due under this Agreement claims arising under other contracts or purchase orders with Supplier. Upon receipt of payment from Buyer, Supplier shall promptly pay each subcontractor the amount to which said subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to Supplier on account of subcontractor's work. Supplier shall, by agreement, require each subcontractor to make payments to his sub-contractors in similar manner. Buyer has no obligation to pay or to see to the payment of any moneys to any subcontractor except as otherwise may be required by law.

**6. Equipment Warranty:** In addition to the warranty stated on Buyer's PO terms and conditions, Supplier warrants that all Equipment supplied hereunder and all Software, parts and components thereof will be of good quality and free from defects in material and workmanship for a period of three (3) years from the Final Acceptance Date or Supplier's published warranty, whichever is longer. Such warranties shall survive any inspection, delivery, acceptance or payment by Buyer of such Equipment and services, and shall survive the expiration or termination of the PO. Such warranties, together with all other express and implied warranties of Supplier, shall run in favor of Buyer, its successors and assigns. Buyer may charge Supplier all expenses of inspecting, unpacking, examining, repacking, storing and re-shipping any defective or nonconforming Equipment. Prior testing periods of Equipment shall not start the running of the warranty period. Supplier agrees to repair Equipment or to replace any necessary parts at Buyer's site at no charge during the warranty period. When repairs are required the warranty period shall be interrupted for the repair period. The warranty period will resume when the Equipment is again in complete and full-time operation according to the Acceptance Criteria. In the event Supplier fails to respond to any of its obligations under this warranty within a reasonable period of time or to complete any warranty work within a timely manner as deemed by Buyer given the facts and circumstances, Buyer shall have the right to perform the necessary corrective action or repairs necessary by itself or by retaining a third party. In such cases, Supplier will be charged any and all direct costs incurred by Buyer to perform the work covered under this warranty. Notwithstanding the foregoing, where the failure or any delay to correct such failure may result or threatens to create significant liability or damages or unreasonable costs to Buyer if not immediately repaired, Buyer shall have the right, without notice to Supplier, to immediately perform the necessary repairs or corrective action by itself or through a third party, and Supplier agrees to reimburse Buyer for any and all direct costs incurred by Buyer relating to the performance of such work.

**7. Access and Use of Premises and Property:** If Supplier performs any work on Buyer's or Buyer's customer's premises or utilizes the property of Buyer or Buyer's customer, whether on or off Buyer's or Buyer's customer's premises: (a) Supplier will examine the premises to determine whether they are safe for the requested services and will advise Buyer promptly of any situation it deems to be unsafe; (b) Supplier's employees, contractors, and agents will comply with all regulations that apply to the premises and may be removed from Buyer's premises at Buyer's discretion; (c) Buyer's employees, contractors, and agents will not possess, use, sell, transfer or be under the influence of alcohol or unauthorized, illegal, or controlled drugs or substances on the premises; and (d) to the fullest extent permitted by law, Supplier will indemnify and hold Buyer and Buyer's customer, and their respective agents, successors and assigns, harmless from and against any liability, claims, demands or expenses (including reasonable attorneys' and other professional fees, settlements and judgments) for damages to the property of or personal injuries to Buyer, its customer, their respective agents, or any other person or entity to the extent arising from or in connection with Supplier's work on the premises or Supplier's use of Buyer's or Buyer's customer's property, except to the extent caused by Buyer's sole negligence. Supplier shall keep those portions of Buyer's premises where Supplier is performing work or services clean of debris, and upon completion of the work shall leave the premises clean and ready for use. If Supplier fails to clean up to Buyer's satisfaction, Buyer may do so and the cost will be charged to Supplier or deducted from the price of the PO. Supplier will coordinate all work and services to be performed at Buyer's premises with the Buyer in advance to ensure that suitable power, materials handling equipment and other items are available.

**8. Documents and Data:** Supplier will provide Buyer at no additional cost to Buyer, with (i) a complete listing of recommended spare parts for the Equipment, (ii) operation, maintenance, and training manuals, and (iii) copies of the technical and mechanical specifications relating to the Equipment, including layouts, drawings, diagrams, software and models of the Equipment. In addition, no more than thirty (30) days after receipt of Buyer's PO, Supplier will provide Buyer with any site/facility specifications relating to the requirements necessary for the proper set up of the Equipment, including necessary floor loads to hold the Equipment, height, depth and width requirements, electrical, power, water, and heating requirements, and all other requirements necessary to properly and safely install, set up, maintain and operate the Equipment. Any and all Documentation provided to Buyer shall be written in English. Supplier further agrees, at its own cost and expense, to ensure that any Documentation provided to Buyer accurately reflects the description, design, specifications, etc. of the Equipment as of the Final Acceptance Date.

**9. Discontinued Product; Spare Parts:** Supplier shall make available to Buyer, for purchase at the prices set forth in the PO, repair and replacement parts and service tools for each component of the Equipment, for a period of fifteen (15) years after acceptance of the Equipment by Buyer or such longer period as is set forth in the PO.

**10. Insurance:** Supplier shall obtain and maintain at its expense, until the Final Acceptance Date and for one year thereafter, the following minimum insurance policies: (i) Commercial General Liability Insurance, including coverage for product liability and completed operations arising out of or related to the Equipment or Supplier's performance under this PO, with a per occurrence limit of not less than \$2,000,000, and a general aggregate of not less than \$10,000,000; (ii) Employer's Liability insurance of at least One Million Dollars (\$1,000,000.00) per person/per accident/per occupational disease; and (iii) Automobile Liability Insurance with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage covering use and operation of owned, non-owned and hired vehicles, with carriers rated A-M Best or A-. Supplier shall name Buyer, its officers, directors, employees, or agents as additional insureds. Buyer is to be provided with certificates of insurance with respect to the required coverages.

**11. Additional Consequences of Termination:** Upon the expiration or termination of this PO for any reason each party will immediately stop using, and destroy or return to the other party, all items that contain any Confidential Information belonging to the other party, except Buyer may retain one copy of any Confidential Information necessary for the purpose of supporting the Equipment. Upon termination or cancellation of this PO, Supplier will: (a) promptly terminate all work under the PO; (b) transfer title and deliver to Buyer the finished Equipment free and clear of liens, claims and encumbrances; (c) verify and settle any claims by subcontractors for actual costs incurred directly as a result of the termination and ensure the recovery of materials in subcontractors' possession; (d) take actions reasonably necessary to protect property in Supplier's possession in which Buyer has an interest until disposal instruction from Buyer has been received; and (e) upon Buyer's request, cooperate with Buyer in transferring the production of Equipment to a different supplier. Notwithstanding any other provision, Buyer will have no obligation for and will not be required to pay Supplier, directly or on account of claims by Supplier's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, tooling, facilities and equipment rearrangement costs or rental, unamortized capital or depreciation costs, finished goods, work-in-process or raw materials that Supplier fabricates or procures, or general administrative burden charges from termination of the PO, except as otherwise expressly agreed in a separate PO issued by Buyer. Supplier will furnish to Buyer, within one month after the date of termination, its termination claim, which will consist exclusively of the items of Buyer's obligation to Supplier that are expressly permitted by this Section 11. Buyer may audit Supplier's records before or after payment to verify amounts requested in Supplier's termination claim. Buyer will have no obligation for payment to Supplier under this Section 11 if Buyer terminates the PO or portion thereof because of a default or breach by Supplier.

**12. Preventative Maintenance:** Supplier will provide Buyer with a complete and comprehensive preventative maintenance plan for Equipment prior to final acceptance at the facility designated by Buyer. The preventative maintenance plan shall include, without limitation, at least two (2) complete sets of maintenance and operating manuals for all Equipment purchased by Buyer (including one in a foreign language, if required by Buyer), as well as a detailed bill of material. Supplier warrants to Buyer and its affiliates, their respective customers, and their successors and assigns, that the Equipment will operate safely at quoted production rate and/or cycle times for the stated expected useful life if Buyer follows the preventative maintenance plan proposed by Supplier. Supplier will provide to Buyer upon request a complete copy of (i) the source codes for any software incorporated in the Equipment purchased by Buyer from Supplier along with any additional information reasonably necessary so that a trained programmer of general proficiency may maintain and support any such software and (ii) a running object code version of such software.

**13. Technical Representatives:** The issuance of advice, approvals, or instructions by Buyer's technical personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect Buyer's or Supplier's rights and obligations hereunder. Supplier shall not make any changes or amendment to this PO except through Buyer's purchasing department and pursuant to an amendment to this PO.

**14. Training:** Supplier will provide any and all necessary training and training materials to Buyer for the Equipment at the initial stage of installation, at no additional cost to Buyer, at Buyer's facility (unless another location is designated on the PO or in the specifications provided by Buyer). Supplier will provide training in the amount and on such schedule as may be reasonably required by Buyer. Supplier will provide the training materials in a computerized format, if possible. Where Supplier obtains the Equipment or a portion of the Equipment from a third party for resale to Buyer, Supplier shall cause such third party to provide the training contemplated in this Section 21.

**15. Background Checks:** Buyer may require a background check of any of Supplier's employees, agents and subcontractors ("Supplier Personnel") who perform work on Buyer premises, and Supplier hereby agrees to conduct such investigation in accordance with background check standards to be provided by Buyer, and shall at all times comply with all laws and regulations applicable to background investigations. Buyer shall keep the results of any such investigation confidential, and provide such information only to those persons with a business need to know, or as required by applicable law. Supplier's Personnel shall observe the working rules of all Buyer premises when on such premises. Buyer reserves the right to prohibit any Supplier's Personnel from performing Services on Buyer's premises.

**16. Assignment & Delegation:** Supplier will not delegate any duties, nor assign any rights or claims under this PO, or for breach thereof, without prior written consent of Buyer. Any attempted delegation or assignment will be void. Supplier will furnish to Buyer in writing all names and addresses of the persons or entities (including those who are to furnish materials or equipment fabricated

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to a special design) proposed for the principal portion of the Equipment. Buyer will promptly reply to Supplier in writing stating whether or not Buyer has objection to any such proposed person or entity. Supplier will not make a substitution for any subcontractor, person or entity previously selected if Buyer objects to such substitution.

**17. Liens:** Provided that Buyer has paid Supplier for such items, (i) Supplier waives and agrees not to assert any and all liens, rights, encumbrances or claims to any, labor, services, products, parts, components, and/or materials furnished, and to be furnished, in connection with this PO, the Equipment and the services (collectively, "Liens"), and (ii) Supplier shall indemnify and hold Buyer, its parent, and any affiliates harmless from any and all Liens. Supplier further agrees to ensure that all Subcontractor agreements pertaining to the work provided under this PO will contain corresponding waivers made by the Supplier's subcontractors and indemnification by the Supplier's subcontractors in favor of Buyer and any of Buyer's affiliates. Such obligations provided herein will continue beyond the termination of this PO whether by completed performance or otherwise. Supplier shall be responsible for payment in full for all work, labor, products, services, and/or materials provided by third parties contracted by Supplier, including Supplier's subcontractors, in its performance of this PO. Any failure by Supplier to pay Supplier's subcontractors and to obtain the necessary Lien waivers may result in Buyer withholding any payment owed to Supplier under this PO until such payment is made and lien waivers are obtained from Supplier's subcontractors. Such non-payment by Buyer will not be construed as a breach by Buyer under this Agreement.