



## GLOBAL TERMS AND CONDITIONS OF PURCHASE

### 1. Acceptance of these Conditions of Purchase

These Conditions of Purchase are the exclusive agreement between the Parties for the goods or services subject to the terms and conditions herein. An acknowledgment of these Conditions of Purchase or any Buyer's order (a "Purchase Order") constitute an acceptance by Seller of the terms and conditions contained in these Conditions of Purchase even if Seller's acceptance expressly states differing terms or is expressly made conditional on Purchaser's assent to additional or different terms. Any such additional or different terms, whether or not such terms materially alter these Conditions of Purchase shall be deemed rejected to by Purchaser without need of further notice of objection.

### 2. Pricing Modifications, Payment and Invoicing

Mimco reserves the right to lower the value of Purchase Order to reflect any beneficial contract, promotional, quoted or special pricing available at time of purchase even if such pricing was not stated on the Purchase Order when it was originally issued. Purchase Order prices may not be increased without Purchaser's prior written consent. Unless otherwise specified by Purchaser in a Purchase Order, the purchase price for the Products shall be paid in full net sixty (60) days after the date of Purchaser's receipt of Seller's undisputed invoice. Purchaser retains the right to withhold payment for nonconforming Products or for invoices that are not valid due to incomplete documentation. Invoices shall be emailed to Purchaser at [invoices@mimco.com](mailto:invoices@mimco.com) or posted via US mail to the Purchaser at its address shown on the respective Purchase Order upon delivery of the Products. Quantities noted on Purchase Order shall be fixed and shall not be subject to any revision unless the Purchase Order is modified by Purchaser. Invoices shall be denominated in the currency stipulated in the Purchase Order; prices shall include all necessary packing, and exclude any VAT. Delivery shall be made pursuant to Purchaser's instructions as specified in the Purchase Order.

### 3. Compliance with Laws

Seller warrants that all Products provided hereunder have been produced and all services performed are in compliance with all applicable international, national, state and local laws and ordinances and all lawful orders, rules, regulations, codes, standards and treaties and those pertaining to the manufacture, labeling, invoicing and sale of such Products, including without limitation, environmental protection, immigration, employment and occupational safety and health. **If Seller is located within the United States, Seller agrees to abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.** Seller further represents and warrants that it will strictly adhere to any current, future or reformed rules or regulations from the US Securities and Exchange Commission involving Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act") relating to the use of conflict minerals. In addition, Seller agrees to provide timely and accurate responses to Purchaser to enable Purchaser to satisfy its obligations per the Act, including, but not limited to, responding to requests for information from Purchaser. Failure of Seller to comply with this Section constitutes a material breach of this Agreement, and Purchaser may immediately terminate this Agreement and/or any outstanding Purchase Order(s) per Section 12 "Termination," and seek any available remedies at law or in equity."

### 4. Delivery

Time is of the essence for all goods, services or documentation to be delivered hereunder. Terms of delivery are binding and cannot be extended unless conditions of Force Majeure (as defined below) arise, or unless Seller has received a formal revision of in the form of a Purchase Order. In case of material delay, Purchaser has the option to accept or refuse the order, and Seller shall be liable for any and all damages suffered by Purchaser resulting from such delay. Containers will be returned only at Seller's specific request and at Seller's expense. As used herein, the term "Delivery" means the supply of all material and/or equipment and/or services complete with all required documentation including test certificates if applicable. Unless otherwise agreed in writing by Purchaser, the price specified in the form of a Purchase Order includes all charges for packing, cartage, storage and transportation to the specified destination. Seller shall deliver the Products per Purchaser's routing instructions.

Should conditions of Force Majeure arise within the agreed delivery terms, the delivery dates can be postponed by mutual agreement though Purchaser still retains the right to terminate the Purchase Order in accordance with Section 12 "Termination." Causes of "Force Majeure" are considered acts of God, wars, hostilities or other unforeseeable causes beyond the control of the Seller and not due to Seller's fault or negligence. Seller must notify Purchaser immediately in writing of the beginning of such conditions.

### 5. Warranty

In addition to any other express warranties provided by Seller specified in the Product descriptions:

Seller represents and warrants that: (i) it is a corporation, partnership or other business entity validly existing and in good standing under the laws of the State of incorporation or otherwise governing its existence; (ii) it has all requisite corporate power and authority to execute, deliver and perform its obligations under these Conditions of Purchase; (iii) no approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under these Conditions of Purchase, or if so required Seller shall identify and procure all permits, certificates, approvals and inspections required for it to provide the Products; (iv) in connection with performing its obligations under these Conditions of Purchase, it has obtained all necessary applicable permits, rights and licenses; (v) each of its employees providing Products hereunder shall have the proper training, skill and background, and that all Products shall be manufactured, produced or provided in a professional, workmanlike manner consistent with good practice in the industry, and Seller shall use adequate numbers of qualified individuals to provide services provided to Purchaser; (vi) the Products shall be provided in accordance with the provisions of these Conditions of Purchase; (vii) the entering into and performance of these Conditions of Purchase will not violate any judgment, order, law, or regulation applicable to Seller, or any provision of Seller's Articles of Incorporation or by-laws; (viii) to the extent Seller has such responsibility as part of the Products, it shall maintain all equipment in good operating condition and shall undertake all repairs and preventative maintenance in accordance with applicable manufacturers recommendations, (ix) to the extent Seller has such responsibility as part of the Products, it shall maintain all software in accordance with applicable specifications and documentation and that software developed pursuant to these Conditions of Purchase shall perform in accordance with mutually agreed system and user documentation and all mutually agreed specifications, (x) Seller is either the owner of the equipment and software used to provide the Products or is authorized by its owner to sell the same under these Conditions of Purchase, (xi) Seller is responsible for any waste generated by it in the manufacture of Products, and, if applicable, the proper manifest of any hazardous waste to appropriate disposal sites, (xii) Seller's manufacturing or provisioning of the Products does not infringe or constitute and infringement or misappropriation of any patent, trade secret, copyright or other proprietary right of any third party, (xiii) it shall use commercially reasonable efforts to ensure that no viruses are coded or introduced into the Products and that in the event a virus is found to have been introduced, it shall use its commercially reasonable efforts at its own expense (unless Purchaser is responsible for its introduction and Seller has complied with its security obligations) to assist Purchaser in reducing the effects of such viruses and if the virus causes a loss of data, to assist Purchaser to the same extent to mitigate and restore such losses, (xiv) Seller shall not insert any disabling code that would have the effect of disabling or otherwise impairing the full functionality of all or any portion of the Products and (xv) there are no actions, suits, or proceedings pending, or to the knowledge of Seller, threatened, before any court or administrative agency, arbitrator, or governmental body which will, if determined adversely to Seller, materially adversely affect its ability to perform its obligations under these Conditions of Purchase or any related agreement to which it is a party.

Seller warrants that the Products ordered under any Purchase Order, or the sale or use thereof by Purchaser or its customer will not result in infringement of patent, trademark, model or any other intellectual property rights of third parties. Seller agrees upon written notice to indemnify, defend, and hold harmless Purchaser, its successors, assigns, customers and users of its Products, against all suits at law and in equity, and from all legal expenses, damages, claims and demands for actual or alleged infringement of any patent or other intellectual property right by reason of the sale or use of a Product. If the use or sale of any Product is enjoined as a result of any proceeding, Seller at no expense to Purchaser shall obtain for Purchaser and its customers the right to use and sell such Products or shall substitute an equivalent Product acceptable to Purchaser with equal or better functionality and extend this indemnity with respect to such equivalent Product. In the event that Seller is unable to secure

such right of use or to secure an equivalent Product or Products as a substitute, Seller will indemnify, defend and hold harmless Purchaser and its customer from any and all losses or damages sustained by reason of such injunction and Purchaser shall be entitled to a full refund of the price paid to Seller for the Products.

Additionally, Seller expressly warrants that all Products sold or manufactured by it hereunder:

(i) are free from defects in design, workmanship and materials; (ii) conform strictly to the specifications, drawings, approved samples or other description furnished or specified by Purchaser; (iii) are fit and sufficient for the use and purpose specified in the Purchase Order; and (iv) are merchantable and of state-of-the-art workmanship. Seller also assumes all costs for loss or damage to Purchaser and indemnifies Purchaser against loss for claims of Products liability resulting from delivery by Seller of nonconforming materials to Purchaser. The warranties provided in this Section shall expire eighteen (18) months after the date on which such Products (excluding repaired or replacement Products furnished pursuant to this warranty) are shipped by the Seller to the initial Purchaser or twelve (12) months after such Products are first placed in operation, whichever period shall last expire. For any repaired or replaced Products or components thereof, the warranty period shall start anew for the same period from the date at which it is put into operation following repair or replacement. All warranties provided in this Section shall survive inspection, test, acceptance and payment by Purchaser and shall run to Purchaser, its successors, assigns, customers and the users of Seller's Products. Purchaser may, at its option, either return for credit or require prompt correction or replacement of any defective or nonconforming Product or part thereof. Any return shall be at Seller's expense. Neither approval by Purchaser of Seller's design nor acceptance of the Products shall release or discharge Seller from liability for damages resulting from a breach of Seller's warranties under this Section.

The Seller shall, at Purchaser's election, repair, replace or update, free of charge, or refund the purchase price paid for any such Products which are defective under the terms of the foregoing warranties. Should the Seller fail to correct any nonconformity specified in writing by Purchaser within the time specified by the Purchaser, the Purchaser may reject or revoke acceptance and "cover" such purchases by purchasing substitute goods, products, services, materials, etc., Seller will be liable to the Purchaser for any additional costs for such substitutions; or the Purchaser may proceed to correct Seller's nonconforming goods at Seller's cost, expense and risk by the most expeditious means available. Such remedy of defects by Purchaser shall not affect the warranty obligations of Seller. The repaired, replaced or updated Products shall be delivered, free of charge, to the destination designated by Purchaser, utilizing the INCOTERMS 2010 term "DAP Purchaser's facility" or "DAP [location specified by Purchaser]". Standard shipping mode will be used for delivery to the destination designated by Purchaser or if the Purchaser deems necessary, the goods will be shipped via expedited means with costs to be paid by Seller. If any Product or service fails to meet the foregoing warranties after installation at the facility of Purchaser's customer, Seller shall thereupon correct any such failure either at its option, by (i) repairing or replacing any defective or damaged part or parts of the Products, or (ii) refunding the purchase price. After repair or replacement, Seller will return the Product(s) to the destination designated by Purchaser, utilizing the INCOTERMS 2010 term "DAP Customer's facility". Standard shipping mode to be used for delivery to Customer's facility or if the Purchaser deems necessary the goods will be shipped via expedited means with costs to be paid by Seller. Costs associated with the repair, replacement or update of Products under this warranty, including freight, assembly, installation insurance, testing, access, removal, reinstallation, and inspection will be borne by the Seller and there shall be no limit on said costs.

Seller expressly warrants that all software sold by it shall be new and shall be free from material defects in manufacture, materials and design, and shall function properly under ordinary use and operate in conformance with its applicable specifications and documentation for the warranty period as provided herein. Seller will provide warranty service to Purchaser at no additional cost and will include all services or replacement software necessary to enable Seller to comply with the warranties set forth herein. The foregoing representations and warranties in this Section 5 shall survive the execution and delivery of these Conditions of Purchase and any amendments hereto.

### 6. Inspection Test and Acceptance

Reasonable access to Seller's facilities and those of its subcontractors shall be granted to Purchaser, its representatives and its customers. Material, workmanship and tests will be subject to Purchaser's inspection at its discretion. Where witnessing of any test is specified, Seller shall give five (5) days advance written notice to Purchaser. Acceptance by Purchaser's



## GLOBAL TERMS AND CONDITIONS OF PURCHASE

representatives of any goods, test or documentation is conditional upon final acceptance by Purchaser's customer (if applicable). Seller will provide and maintain as a part of the scope of these Conditions of Purchase a quality control system acceptable to Purchaser.

If any goods fabricated by Seller from material furnished by Purchaser are rejected by Purchaser due to Seller's fault, Seller shall pay Purchaser the replacement cost of the material used therein. Goods returned to Seller for rework will be charged back or debited to Seller at full purchase order price. Upon completion of rework and redelivery to Purchaser, Seller shall re-invoice Purchaser at full purchase order price. Goods rejected and not re-workable or which cannot be reworked in sufficient time may be charged back or debited to Seller at full purchase order price plus the price of material or work in process supplied to Seller.

### **7. Proprietary Data and Equipment**

Proprietary data shall, for purposes of the Conditions of Purchase, be deemed to include all such information, material and data labeled or designated in writing as confidential or proprietary by Purchaser, or which Seller is advised is of such character, or which Seller knows or reasonable should know is customarily treated as such within Purchaser's industry and solely by way of illustration and not in limitation shall include: patterns, drawings or other data, designs, concepts, ideas, layouts, schedules, tools, jigs, dies sales, cost or price analysis, evaluations, formulae, lists, marketing analyses, plans or equipment furnished by Purchaser or provided by Seller to Purchaser's account (collectively, "Proprietary Data"). Such Proprietary Data is disclosed in confidence and shall be and remain Purchaser's sole property, and such items or any copies, articles or parts therefrom will not be furnished to others without Purchaser's written consent. No rights or licenses are granted to Seller in any Purchaser Proprietary Data. Seller will protect the confidentiality of the Purchaser's Proprietary Data in the same manner that it protects the confidentiality of its own similar confidential information, but in no event using less than a reasonable standard of care. Seller will restrict access to the Proprietary Data to those of its personnel (including such personnel employed by its affiliates) and subcontractors engaged in the performance of the services and manufacture, repair or warranty service of Products under these Conditions of Purchase or any Purchase Order, provided that such parties are bound by written obligations of confidentiality substantially similar to the terms of contained in these Conditions of Purchase. If any such Proprietary Data is damaged or lost, Seller must repair or replace it prior to their return to Purchaser. Seller shall only use the information or data supplied by Purchaser solely to accomplish work covered by these Conditions of Purchase and for no other purpose whatsoever. Purchaser shall have the right to request Seller to return all Proprietary Data at any time and Seller shall promptly comply at its own cost and expense. Seller shall take every action necessary with its employees and agents, as Seller deems necessary to effectuate the intent of this provision and ensure the confidentiality obligations imposed upon it by these Conditions of Purchase are strictly upheld.

### **8. Purchaser's Right to Use Information Disclosed by Seller**

Purchaser shall have the right to use for any purpose unpatented information concerning Seller's products, manufacturing methods or processes which Seller shall disclose to Purchaser during the performance of these Conditions of Purchase if such information is disclosed without restriction on further disclosure or use.

### **9. Limitation of Liability**

Seller shall be liable for any and all claims, actions and all expenses incidental to such claims or actions (including damages, costs, expenses {including attorneys' fees}, liabilities, suits, fines, penalties and/or liquidated damages [collectively, "Claims"]) incurred by Purchaser or Purchaser's customers and caused by: (i) Seller, its directors, officers, employees, successors and/or assignees, (ii) Seller's suppliers and sub-suppliers, their directors, officers, employees, successors and/or assignees, and/or (iii) Seller's Products and all supplier and sub-supplier components thereof, including the failure to deliver in accordance with the requirements as specified in a Purchase Order.

Seller assumes the responsibility and liability, and to the fullest extent permitted by law, agrees to defend, indemnify and hold harmless Purchaser and Purchaser's Customers and its and their respective directors, officers, employees, successors and/or assignees from and against any and all Claims resulting from, arising out of or occurring in connection with: (a) Purchaser's or Purchaser's customer's access to or use of the Products, (b) Seller's breach of the terms of these Conditions of Purchase, (c) damage to real or tangible personal property or

death or bodily injuries to persons caused or contributed to by the tortious or willful acts or omissions of the Seller or anyone acting under its direction of control or in its behalf in the course of its performance under these Conditions of Purchase or any Purchase Order (d) defective or incorrect Products, or (e) Seller's acts or omissions, including without limitation, failure to comply with laws and regulations, except that Seller's obligation to indemnify in accordance with the foregoing shall not apply to any liabilities arising solely from Purchaser's negligence.

EXCEPT WITH RESPECT TO INDEMNIFICATION OBLIGATIONS, BREACHES OF CONFIDENTIALITY, AND FAILURE TO COMPLY WITH LAWS AND REGULATIONS, SELLER SHALL NOT BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY AMOUNTS REPRESENTING LOSS OF PROFITS, LOSS OF BUSINESS OR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, WHETHER OR NOT FORSEEABLE OR WHETHER OR NOT PURCHASER HAS ADVISED SELLER OF THE POSSIBILITY OF THE SAME, IN CONNECTION WITH THIS AGREEMENT. PURCHASER SHALL NOT BE LIABLE TO SELLER OR ANY THIRD PARTY FOR ANY AMOUNTS REPRESENTING LOSS OF PROFITS, LOSS OF BUSINESS OR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, WHETHER OR NOT FORSEEABLE OR WHETHER OR NOT SELLER HAS ADVISED PURCHASER OF THE POSSIBILITY OF THE SAME, IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT SHALL PURCHASER'S AGGREGATE LIABILITY TO SELLER HEREUNDER (INCLUDING ATTORNEYS' FEES AWARDED) EXCEED THE LESSER OF THE AMOUNT OF THE PURCHASE ORDER UNDER WHICH LIABILITY AROSE OR THE AMOUNT PAID BY PURCHASER TO SELLER, IN THE AGGREGATE, FOR THE THREE (3) MONTH PERIOD PRECEDING THE CIRCUMSTANCE(S) GIVING RISE TO PURCHASER'S LIABILITY (OR IF SUCH EVENT OCCURS WITHIN THE FIRST THREE (3) MONTHS OF THE IMPLEMENTATION OF A PURCHASE ORDER, AND SUCH A CALCULATION IS REASONABLY POSSIBLE AND MUTUALLY AGREED, THE AMOUNT ESTIMATED IN GOOD FAITH TO BE PURCHASED AND PAID IN THE FIRST THREE (3) MONTHS OF THE TERM OF THE RESPECTIVE PURCHASE ORDER).

### **10. Cross Indemnification**

In the event any act or omission of a Party or its employees, servants, agents, or representatives causes or results in (i) damage to or destruction of tangible property of the other Party or third parties, and/or (ii) death or injury to persons including, but not limited to, employees or invitees of either Party, then such Party shall indemnify, defend, and hold the other Party harmless from and against any and all claims, actions, damages, demands, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, resulting therefrom. The indemnifying Party shall pay or reimburse the other Party promptly for all such damage, destruction, death, or injury.

### **11. Governing Law**

This Agreement and the exhibits and/or attachments hereto will be governed by the laws of the Commonwealth of Pennsylvania, United States. The Parties to this Agreement agree that any litigation arising out of the matters set forth in this Agreement will be litigated in the courts of the Commonwealth of Pennsylvania, United States. The United Nations Convention on Contracts for International Sale of Goods does not and will not apply to these Conditions of Purchase or any Purchase Orders.

### **12. Termination**

Either Party may terminate these Conditions of Purchase in whole or in part at its convenience at any time by giving sixty (60) days written notice to the other Party. Upon receipt of the sixty (60) day termination notice, Seller shall immediately discontinue providing Products and services to the extent specified in the notice.

Either Party may immediately terminate these Conditions of Purchase and any Purchase Order by giving written notice to the other Party in the event of (i) the liquidation or insolvency of the other Party, (ii) the appointment of a receiver or similar officer for the other Party, (iii) an assignment by the other Party for the benefit of all or substantially all of its creditors, (iv) entry by the other Party into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations, or (v) the filing of a meritorious petition in

bankruptcy by or against the other Party under any bankruptcy or debtors' law for its relief or reorganization.

Purchaser may immediately terminate these Conditions of Purchase and any Purchase Order without the necessity of giving prior notice to Seller for any failure to strictly adhere to the obligations and promises made in Section 3 "Compliance with Laws" by Seller.

Upon termination of a Purchase Order or these Conditions of Purchase, Purchaser may at its discretion, purchase Seller's existing inventory for finished goods, work in progress or raw materials relating to the Products (as that term is defined below). Seller will take all actions necessary to protect any property in which Purchaser has a security interest. In addition, Purchaser shall have the continued right to use any software delivered by Seller in conjunction with Products purchased and paid for under these Conditions of Purchase. Finally, any Purchase Order(s) that require performance or extend beyond the term of these Conditions of Purchase shall, at Purchaser's option, be so performed and extended and shall continue to be subject to the terms and conditions of these Conditions of Purchase.

Seller's failure to meet the delivery date(s) in any Purchase Order without Purchaser's written consent shall, at Purchaser's option, constitute a material breach of contract and default by Seller. If the Purchaser believes that the Seller will be unable to meet the delivery date(s) or the Seller breaches any other term of these Conditions of Purchase, the Purchaser may, without prejudice to any other rights Purchaser may have herein or at equity or in law, terminate, in whole or in part, these Conditions of Purchase and any Purchase Order. Upon such termination, Purchaser may procure upon such terms as it shall deem appropriate, Products similar to those terminated, in which case Purchaser shall continue performance of each respective Purchase Order to the extent not terminated and Seller will be liable to Purchaser for any excess costs for such replacement Products and/or losses suffered by Purchaser due to Seller's default.

### **13. Suspension**

Notwithstanding any other provisions of these Conditions of Purchase, Purchaser may suspend, or extend the time for Seller's performance at any time and from time to time upon ten (10) calendar days' prior written notice of such suspension or extension. Thereafter, Seller shall resume performance as directed by Purchaser. In the event of such suspension or extension, Seller's sole and exclusive remedy shall be an extension of time for such suspension if such extension is claimed within thirty (30) calendar days after resumption of performance and Purchaser shall have no liability to Seller for any damages, claims, losses or expenses associated with any such suspension.

### **14. Liquidated Damages**

Purchaser has the right to impose liquidated damages on late documentation submittals, on late delivery of software and/or on late delivery of the Products. Liquidated damage amounts, when applicable, shall be set forth in the respective Purchase Order. In the event Seller's delay causes Purchaser to incur liquidated damages from any customer of Purchaser, Seller shall be liable to Purchaser for all such liquidated damages. The parties agree that the amount of liquidated damages is not a penalty and is a reasonable estimate of the damage Purchaser will suffer due to Seller's delay. The application of liquidated damages shall be in addition to any other rights and remedies of Purchaser set forth herein or at law.

### **15. Change**

Purchaser may make changes within the scope of these Conditions of Purchase or any applicable Purchase Order in: (a) drawings, designs or specifications; (b) method of shipment and packaging; (c) place of delivery; or (d) quantity of articles, including full or partial termination at Purchaser's convenience. If any such changes cause a material increase or decrease in the cost of, or the time required for Seller's performance of these Conditions of Purchase, an equitable adjustment to the price and/or delivery schedule may be requested in writing.

### **16. Assignment and Subcontracting**

These Conditions of Purchase or any interest hereunder shall not be assigned or transferred (including any assignment or transfer by operation of law or otherwise) by Seller without the prior written consent of Purchaser. Seller shall not subcontract the furnishing of any of the



## GLOBAL TERMS AND CONDITIONS OF PURCHASE

complete or substantially complete items required by these Conditions of Purchase without the prior written approval of Purchaser.

### 17. Independent Contractor

Seller's relationship to Purchaser in the performance of these Conditions of Purchase is that of an independent contractor. Neither Seller nor any of the persons furnishing materials or performing work or services which are required these Conditions of Purchase are employees of Purchaser. Seller shall at its own expense comply with all laws and regulations concerning its status as an independent contractor.

### 18. Insurance

Seller shall, at Sellers' sole expense, maintain the following insurance, as well as any insurance required by Law:

Workers' Compensation and Employer's Liability Insurance in respect of occupational illness, disease and death in accordance with the laws of the nation, state, territory or province having jurisdiction over Seller's employees and officers, including USL&H and Jones Act (if applicable). Employer's Liability Insurance will be carried with a limit of not less than \$1,000,000 each accident.

Commercial General Liability Insurance on an "occurrence" basis with a combined single limit of not less than \$1,000,000 each occurrence. Such insurance shall include, but not be limited to (i) Products/Completed Operation, (ii) Blanket Contractual Liability, (iii) Cross Liability (Severability of Insureds) and (iv) Coverage Territory Worldwide.

Automobile Liability Insurance covering all owned, non-owned and hired automobiles with a combined single limit of not less than \$1,000,000 each accident.

Excess or Umbrella Liability Insurance to follow primary insurances (above) for a total third party liability amount of not less than \$5,000,000.

Errors and Omissions Liability Insurance with a minimum limit of \$5,000,000.

### Conditions for Insurance

Seller shall grant Purchaser additional insured status on the Commercial General Liability, Excess/Umbrella and Automobile Liability insurance listed above to benefit Purchaser, Purchaser's respective officers, directors, employees and agents. Any policy deductible or self-insured retention on Seller's policies of insurance will be the responsibility of Seller. Seller shall cause their underwriter(s) to waive their right of subrogation against Purchaser, Purchaser's respective officers, directors, employees and agents. Insurance or self-insurance (including deductibles or self-insured retentions) of Seller will be primary and any insurance separately maintained by Purchaser will be excess. Prior to commencement of any Purchase Order and annually thereafter Seller shall cause to be delivered to Purchaser Certificate(s) of Insurance evidencing all insurance requirements contained herein. Such certificate(s) shall include the following: (i) Name of insurance company, policy number and expiration date; (ii) Coverage required and the limits on each, including the amount of deductibles or self-insured retentions (which shall be for the account of Seller); (iii) Statement confirming that Purchaser has been named as an additional insured the Commercial General Liability, Excess/Umbrella and Automobile Liability policies in the amounts set forth above; (iv) Statement confirming that Purchaser has been granted a waiver of subrogation on workers compensation/employers liability, general liability, automobile liability and umbrella/excess liability; and (v) Statement confirming that all required insurance is primary coverage and that Purchaser's insurance is non-contributory. Required insurance policies shall contain a provision that Purchaser shall receive thirty (30) days' notice of cancellation or significant modification of any of Seller's policies that may affect Purchaser's interest.

### 19. Hazardous Goods

Seller shall mark hazardous Products with United Nations approved placards and any additional placards required by nations, states, provinces, and/or cities, and to display the name(s) of the hazardous material. Transport and other documents shall include a declaration of the hazard and shall display the name(s) of the hazardous material. Hazardous Products shall be accompanied by emergency information in English in the form of written instructions,

labels and/or markings. Seller shall comply with all applicable regulations and agreements relating to the packing, labeling and carriage of hazardous Products. The Seller shall indemnify the Purchaser for any costs, damages, suits, liabilities, or losses arising out of any hazardous Products provided by Seller. Seller represents and warrants that it has appropriate checks and controls in place to ensure that any product(s) delivered to Purchaser are in no way contaminated, including but not limited to radioactivity.

### 20. Wood Packaging Material

Seller represents and warrants that all wood packaging material ("WPM") used to ship products to, or on behalf of Purchaser will fully comply with the International Plant Protection Convention Regulation ISPM No.15 "Regulation of Wood Packaging Material in International Trade" regarding treatment and labeling of WPM.

### 21. Anti-bribery, Export and Import Compliance:

Seller represents and warrants that its officers, directors, employees, contractors, third parties and/or any other party acting on its behalf (collectively referred to as "Covered Parties") such as consultants, agents, representatives, distributors, freight forwarders, customs brokers and joint venture partners, have not and will not offer, promise, authorize or make, directly or indirectly, any payments, to any private commercial or government official, agency, department, or government owned or controlled entity in order to obtain or retain any contract, improper business opportunity, or any other improper business advantage, which would violate the U.S. Foreign Corrupt Practices Act (FCPA), United Kingdom Bribery Act, and/or any other applicable national, international, regional or local anti-bribery law and/or regulation. Seller will immediately inform Purchaser, in writing, of any allegation of improper payments, gifts, or entertainment made, requested, or offered by any Covered Party to any private commercial or government official (or their family member).

Seller acknowledges and agrees that the Products and associated technology, software, or services provided by Seller may be subject to laws or regulations restricting their import, export, re-export, transfer or release to certain destinations, governments, legal entities and/or individuals, including those laws and regulations administered by the United States and/or other countries from which the Products and associated technology, software, or services may be supplied or to which the Products and associated technology or software may be shipped or in which services may be provided. These regulations include, but are not limited to, the U.S. Export Administration Regulations (U.S. EAR), the U.S. State Department's International Traffic in Arms Regulations (ITAR), sanction regimes of the U.S. Department of Treasury Office of Foreign Assets Controls (OFAC), U.S. Customs and Border Protection (U.S. CBP), U.S. Federal Communications Commission (U.S. FCC) and various other import and/or export laws and regulations of the European Union (EU) and/or any of its member states. Seller shall timely provide Purchaser and/or Purchaser's designated customs broker, in writing, all relevant information that may be required to comply with all applicable import, export and/or re-export compliance laws and regulations. Seller further acknowledges that Purchaser may undertake to obtain any required license or other regulatory approval, and shall rely upon the information provided by Seller.

Upon notice of Purchaser's reasonable belief of Seller's non-compliance with these provisions, Seller shall fully cooperate with the Purchaser's efforts to determine whether such non-compliance has occurred shall promptly take adequate actions to remedy any violations. Any breach of the warranties, representations or agreements in this Section will constitute a material breach and grounds for immediate termination of this Agreement for cause by Purchaser and no commission, compensation, reimbursement or other payment will be due to Seller.

### 22. Severability

Should any provision of these Conditions of Purchase or any portion thereof be found to be unenforceable by a court of competent jurisdiction or panel of arbitrators with competent jurisdiction, as the case may be, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision by its severance therefrom.

### 23. Entire Agreement

These Conditions of Purchase constitute the entire and exclusive statement between the Parties as to the Products and all transactions between the Parties will be governed per these Conditions of Purchase. If any modifications to these Conditions of Purchase are required by Purchaser, Purchaser's Customer and/or Seller, such modifications will be included in the applicable Purchase Order(s). It is the intention of the Parties that the terms of these Conditions of Purchase, together with any Purchase Order(s) submitted by Purchaser to Seller, will be interpreted to be consistent with each other, but if any conflict of terms arises, the terms of the Purchase Order(s) will prevail.

### 24. No Waiver of Conditions

Purchaser's failure to insist upon strict compliance and performance by Seller of these terms and Conditions of Purchase or any terms and conditions contained in any Purchase Order shall not be deemed a waiver of any other right or default.

### 25. Indemnification

Seller shall indemnify, defend and hold Purchaser harmless from any and all claims, actions, losses, penalties or damages (including attorneys' fees and costs required to defend the same) resulting from or caused by Seller's failure to comply with the following provisions of these Conditions of Purchase or any Purchase Order: 3, 5, 7, 19, 20 and 21.

### 26. Survival

The following provisions of these Conditions of Purchase, 2, 3, 4, 5, 7, 8, 9, 10, 14, 17, 19, 20, 21, 25, and any other Sections or subsections which by their nature are intended to survive the termination, cancellation, completion or expiration of these Conditions of Purchase shall continue as valid and enforceable obligations of the Parties notwithstanding any such termination, cancellation, completion or expiration.

### 27. Notices

All notices required to be given or made by the Parties shall be deemed properly made if sent by mail, postage prepaid, to the addresses first specified on the applicable Purchase Order. Any notices notifying Parties of legal action, related to or arising out of these Conditions of Purchase or a Purchase Order, must be sent by certified mail, return receipt requested, with a copy to Purchaser's Legal Department, when applicable.