

PURCHASE ORDER TERMS AND CONDITIONS (AUGUST 1, 2019)

1. **Offer and Acceptance.** The accompanying Order is an offer to the Seller from the Buyer to purchase from Seller the goods and/or services referenced in this purchase order exclusively under these terms and conditions. The Order shall be deemed accepted by Seller and shall constitute the entire agreement between the parties with respect to the subject matter hereof upon any of the following: (a) Seller's acknowledgment of the Order; (b) Seller's commencement of performance or its shipment of goods; (c) Seller's acceptance of any payment under the Order; or (d) Seller's failure to deliver written notice of rejection to Buyer within ten (10) days of receipt of the Order. Buyer expressly rejects and shall not be bound by any provision, printed or otherwise, at variance or in addition to the Order and these terms and conditions that may appear on any quotation, acknowledgement or other form used by Seller.
2. **Price and Payment.** Buyer shall not be invoiced at a price(s) higher than prices quoted or as shown on the face of the accompanying Order (the "Price"). Any reduction made by Seller in the prices of the goods or work/services covered by the Order which is instituted before delivery of the goods or commencement of work/services shall be applicable to the Order. Payment will be made in accordance with payment terms stated on face of the Order.
3. **Taxes and Charges.** Unless otherwise stated on the face of the accompanying Order, the Price is deemed to include (a) all applicable federal, state and local taxes and (b) the charges for insurance, import duties, packaging, transportations and any other fee or expense relating to the provision of the goods or services ordered.
4. **Quantity.** Unless otherwise specified on the face of the Order, each order of goods shall be shipped complete. Buyer shall not be obligated to accept any shipment of goods in excess of the quantity specified in the Order. Any excess quantity will be held at Seller's risk and expense for a reasonable time awaiting return shipping instructions from Seller. Risk of loss and return shipping charges for any excess shall be borne by Seller.
5. **Inspection and Delivery.** Notwithstanding any other agreement to the contrary, Seller shall perform a thorough inspection of all goods to be delivered to Buyer, with such inspection sufficient to identify nonconforming goods. Goods that were not subject to such inspection or that were found to be nonconforming shall not be shipped to Buyer. Time and quantity of supply are of the essence. Goods delivered after the required delivery date or prior to 10 days in advance of the required delivery shall, at Buyer's options, not be required to be accepted by Buyer and shall be returnable to Seller at Seller's sole risk and expense. If the goods are not ready for delivery in time to meet Buyer's delivery schedules, Seller shall be responsible for additional costs of any resulting or other special transportation. All goods shall be suitably packed for shipment to prevent damage. Seller will include a numbered packing list with each shipment, referencing the relevant Order number. All items shipped must be clearly identified with the part number referenced on Buyer's Order. For supplies that contain potentially hazardous materials, Seller will provide all material documentation as required by law. Seller shall comply with all applicable federal, state, provincial and local laws and regulations pertaining to product and warning labels. Title and (except as otherwise provided herein) risk of loss or damage to the goods shall pass to Buyer when the goods are delivered to Buyer's address specified on the face of the Order.
6. **Rejection/Revocation of Acceptance.** Buyer shall only inspect delivered goods for their type, quantity, as well as for transportation damage and other obvious damage. Buyer is not obligated to perform any further inspections. Payment for any goods under the Order shall not constitute acceptance thereof and Buyer reserves the right to reject nonconforming goods or services or revoke acceptance of nonconforming goods or services. At Buyer's option and at Seller's risk and expense, Buyer may return non-conforming goods to Seller, require Seller to grant a full refund or credit to Buyer for nonconforming goods, hold nonconforming goods for disposition by Seller or rework nonconforming goods to detect and correct nonconformities, and compensate Buyer for all costs and expenses caused by the nonconformity. Acceptance of any part of the goods ordered hereunder shall not bind Buyer to accept future shipments or waive its right to revoke acceptance of goods previously delivered. In the event of multiple nonconforming goods or services, Seller shall, within 48 hours from notice thereof

by Buyer, submit a written corrective action report to Buyer. Such report shall identify the root cause of the nonconformance, identity of affected goods and services, and a corrective action plan, for Buyer's review and approval.

7. Changes. Buyer reserves the right at any time prior to the delivery date of the goods or services to make changes to the drawings, designs or specifications of the goods ordered, the method of packing and shipping, the time, place or method of delivery, the quantity of goods ordered or the work covered hereby. If any such change causes an increase or decrease in the cost of performance or the time required for performance of the Order, an equitable adjustment shall be made and the Order shall be modified in writing accordingly. Seller shall be deemed to have waived any claim for adjustment for performance of the change if it does not provide written notice of such claim to Buyer within 7 days from the receipt by Seller of notification of the change.
8. Warranty. With respect to goods supplied under the Order, Seller warrants for the longer of: (i) three (3) years following Buyer's acceptance of goods, (ii) for the duration of Buyer's warranty for the goods (in the event of a re-sale of the goods) or for Buyer's goods into which the goods are incorporated, (iii) such other time period specified on the accompanying Order, that the goods: (a) shall conform to the specifications as provided on the quotation or the accompanying Order, (b) shall be free of any liens or encumbrances, (c) shall be of new material and good workmanship, merchantable and free from defects, and (d) shall be fit for the purposes intended. In the event Seller breaches any warranty with respect to goods, Seller shall promptly remove any liens and encumbrances, shall repair or replace the defective or nonconforming goods at no cost to Buyer. In the event Seller does not repair or replace the defective or nonconforming goods, Seller shall refund the Price to Buyer and thereupon shall be entitled to retain the defective or nonconforming goods.

With respect to services supplied under the Order, Seller warrants for the longer of: (i) three (3) years following the completion of the services; or (ii) such other time period specified on the quotation or accompanying Order, that the services and/or any deliverable items or work product in connection with services shall: (a) conform to the description of the services ordered and (b) be performed in a professional manner conforming to the highest industry standards for performance of such services. Under this warranty, Seller shall promptly correct all defects at no cost to Buyer.

The foregoing warranties shall run to Buyer, its successors and assigns, and to Buyer's customers in the event of resale or incorporation into Buyer's products. In the event of breach of warranty, Seller shall be entitled to all rights and remedies available at law, including but not limited to credit, replacement or repair of defective goods at Buyer's option, costs of removal of the goods from any component, assembly or system into which the goods may have been incorporated, and reinstallation of non-defective goods, and cost of return of the goods. Seller shall also reimburse Buyer for any incidental and consequential damages caused by such nonconforming goods including, but not limited to costs, expenses and losses incurred by Buyer: (a) in inspecting, sorting, repairing or replacing such goods; (b) resulting from any production interruptions; (c) conducting any recall campaigns or other corrective actions; and (d) claims for personal injury or property damage.

9. Setoff. Upon notice to Seller, Buyer may deduct from the amount due Seller under the Order, damages for any breach of the Order or amounts otherwise due Buyer from Seller or Seller's parent, affiliates or subsidiaries, irrespective of whether deduction is related to the goods or work/services covered by the Order.
10. Termination and Breach. Buyer may at any time and without any liability, whether or not Seller is in breach hereof, terminate the Order in whole or in part by written notice or verbal notice confirmed in writing. If the Order is terminated without breach by Seller, Seller shall be entitled solely to reimbursement of direct, reasonable costs as determined by Buyer upon receipt of a written claim by Seller, with documentation supporting Seller's claim. In no event shall any reimbursement to Seller exceed the Price. If Seller fails to provide a written claim within 30 days of the date of termination, Seller forfeits any claim for reimbursement.

If the Order is terminated by Buyer for Seller's breach, including, but not limited to Seller's delay in delivery of the goods or performance of work/services, Buyer shall be entitled to pursue cumulatively against Seller any or all available remedies under the Order, or at law or equity, and Seller shall not be entitled to any reimbursement for the termination.

11. Limitation of Buyer's Liability. IN NO EVENT, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, THE CLAIMS ASSERTED, OR THE PERSON ASSERTING SUCH CLAIMS, SHALL BUYER'S LIABILITY IN THE AGGREGATE FOR ALL SUCH MATTERS, EXCEED THE PRICE PAID BY BUYER UNDER THE ORDER, AND SELLER WAIVES ANY CLAIM TO ANY OTHER DAMAGES OR REMEDIES UNDER ANY CAUSE OF ACTION. SELLER AGREES THAT BUYER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE, COST OF CAPITAL, FINES, PENALTIES AND THE LIKE, ENVIRONMENTAL LIABILITY AND DAMAGE, INJURY OR LOSS TO OTHER PROPERTY OR EQUIPMENT OR FOR PERSONAL INJURIES TO SELLER'S EMPLOYEES OR THIRD PARTIES. CLAIMS MUST BE MADE TO BUYER WITHIN A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF THE OCCURRENCE OF THE EVENT GIVING RISE TO THE DAMAGE, OR THE CLAIM IS FORFEITED.
12. Assignment/Subcontracting. Seller shall not (a) assign the Order, any interest herein or any rights hereunder; or (b) subcontract any obligation to be performed hereunder, without the prior written consent of Buyer.
13. Intellectual Property. All intellectual property owned by Buyer prior to the Order or developed by Buyer independent of Seller shall remain Buyer's property. Nothing in the Order or these terms and conditions shall be construed as granting Seller any rights to Buyer's intellectual property. All intellectual property developed, made or conceived, or actually or constructively reduced to practice pursuant to the Order shall be owned by Buyer. All intellectual property or portions thereof that are included within the definition of a "work made for hire" under the U.S. Copyright Act will be considered a "work made for hire" and Buyer will be deemed the sole author and owner of any such works. Seller agrees to execute whatever documents may be reasonably requested by Buyer to evidence such ownership.
14. Non-Circumvention. If, during the Restricted Period (as defined herein), Seller, on behalf of itself or others, directly or indirectly supplies, manufactures, distributes, offers, promotes, designs, modifies, handles or sells any goods or services to any Customer (as defined herein), Seller shall pay to Buyer a commission of 7% of the sale price of the goods or services sold to that Customer for the life of the program, as well as 7% of the sale price of all future goods and services sold to that Customer. For purposes of these terms and conditions, the "Restricted Period" shall mean the period ending upon the latter of ten (10) years following the date hereof or five (5) years following the date of the last purchase by Buyer or any of its affiliates from Seller; provided, however, that in the event of a breach of this Section 14, then the Restricted Period shall be tolled and extended as long as such breach or any other breach continues. For purposes of these terms and conditions, a "Customer" shall be any customer of Buyer disclosed to Seller by Buyer or otherwise known to Seller through Buyer.
15. Special Products. Unless otherwise provided on the face of the Order, any drawings, special dies, tools, patterns or equipment required for the manufacture of goods shall be furnished by Seller and at no cost to Buyer. Buyer, at its option may reimburse Seller for Seller's reasonable cost for such drawings, dies, tools or patterns, and shall, as a result become the owner and entitled to possession of same upon Buyer's request therefore. In the event of Seller's breach, including, but not limited to Seller's delay in delivery of the goods or performance of work/services, Buyer shall be entitled to a full refund of any payments made to Seller for drawings, dies, tools, patterns or equipment. Seller waives any lien or other rights that Seller might otherwise have on any of Buyer's property, for work performed on or with such property, or otherwise.
16. Tools. All tools, dies, patterns, molds, gauges, jibs, fixtures and the like furnished or specifically paid for by Buyer for Seller's execution of the Order shall be the property of Buyer, shall be subject to

removal at any time without additional cost upon demand by Buyer, shall be used only in filling orders from Buyer, shall be kept separate from other materials or tools and shall be identified as the property of Buyer. Seller assumes all responsibility for loss or damage, with the exception of normal wear or tear, and agrees to maintain such equipment and keep it in satisfactory working condition at its sole cost and expense. Seller waives any liens on such equipment.

17. Material. Any material supplied by Buyer for use on the Order, on other than a charge basis, shall be deemed as held by Seller on consignment; and Seller agrees to pay for all such materials spoiled, or not otherwise satisfactorily accounted for, and to keep such material (a) fully insured at Seller's cost for benefit of Buyer and (b) separate from other materials and identified as the property of Buyer.
18. Right of Entry. Buyer and regulatory authorities have the right to access Seller's facilities and that of Seller's sub tier suppliers to review parts, materials, processes, tooling, equipment and any other items involved in the Order and all applicable records.
19. Document Retention. Supplier will maintain all records generated as a result of the Order for a minimum of (5) years. Examples of records include first article inspection report, final inspection & test reports and manufacturing inspection reports.
20. Age Sensitive Material. Certificate of conformance for age sensitive material shall contain the following as a minimum: date of manufacturing, shelf life expiration date and storage conditions to achieve shelf life, if not stated on normal package. Shipments with less than 75% remaining shelf life are not acceptable.
21. Indemnification. Seller shall indemnify, defend and save Buyer and Buyer's parent, any affiliate or subsidiary of Buyer, ("Buyer's Affiliates") and/or their customers harmless against any loss damage, liability or claim attributable to the possession, use or transfer of the goods or the performance of services, (including without limitation, costs and attorneys' fees in connection therewith) that may be suffered by and/or be subject of a claim against Buyer or Buyer's Affiliates and/or their customers, including, without limitation any loss, damage, liability or claim arising from injury or death to persons or damage to property. In addition, Seller shall indemnify, defend and save Buyer and Buyer's parent, any affiliate or subsidiary of Buyer, ("Buyer's Affiliates") and/or their customers harmless against any claim, suit, action, or proceeding which alleges that any goods or services provided by Seller pursuant to the Order infringe any patent, trademark, copyright, trade secret or other proprietary right owned by a third party. Seller agrees to indemnify Buyer against any and all expenses, losses, royalties, lost profits and damages, including court cost and attorney's fees, resulting from such claim, suit, action or proceeding, including any settlement, decree or judgment entered therein. Buyer may at its option, be represented and actively participate through its own counsel in any such claim, suit or proceeding, including any settlement, decree or judgment entered therein. Seller's obligations pursuant to this Section shall survive the completion of performance and expiration or termination of the Order.
22. Conduct of Business. Seller shall observe the following principles for the ethical conduct of business which are based on the UN Global Compact's ten principles in the areas of human rights, labor, the environment and anti-corruption, the Universal Declaration of Human Rights of the United Nations as well as the OECD Guidelines for Multinational Enterprises: (i) Compliance with all applicable local, national and international laws and regulations; (ii) no tolerance of corruption and bribery; (iii) respect of the human rights of employees, in particular to promote equal opportunities for and treatments of employees irrespective of skin color, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age; (iv) no tolerance of forbidden child labor and of forced labor; (v) compliance with the applicable legal requirements regarding environmental protection; (vi) taking responsibility for health and safety of his employees and (vii) adhering to existing competition laws, in particular antitrust laws.

Seller has or will implement business processes to secure observance of the principles outlined in this Section. Further Seller will use reasonable means to ensure that its affiliates, suppliers, their sub-suppliers and service providers, also comply with the principles outlined in this Section.

23. Insurance. Seller shall, prior to commencement of performance, obtain the following types of insurance and minimum coverage amounts: (a) statutory worker's compensation coverage for the State in which the Order is to be performed; (b) employers liability with limits of not less than \$1 Million (each accident, disease- each employee, disease-policy limit); (c) commercial general liability, covering liability arising from premises, operations, independent contractors, products/completed operations, personal injury and advertising injury, and liability assumed under an insurance contract \$1 Million per occurrence, \$2 Million aggregate; (d) automobile liability, including non-owner automobile liability for both personal injury and property damage with limits of \$1 Million per occurrence, (e) professional liability coverage with limits of not less than \$1 Million per occurrence; and (f) umbrella liability coverage with a limit per occurrence and in the aggregate of no less than \$4 Million in excess of the commercial general liability, employer's liability, automobile liability and professional liability requirements set forth herein. Upon Buyer's request, Seller shall name Buyer as an additional insured under its policies. At Buyer's request, Seller shall provide a certificate of insurance affirming that Seller has obtained the insurance coverage required by this paragraph.
24. Laws and Regulations. Seller and its goods and services shall comply with applicable laws, rules, regulations orders conventions, ordinances or standards of the country of destination or which relate to the manufacture, labeling, transportation, exportation, importation, licensing, approval or certification of the Sellers, including those relating to environmental matters, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety, and motor vehicle safety. Seller shall comply with the provisions of any applicable privacy legislation in accordance to the laws of the respective country of origin. Buyer does not give Seller permission or consent to use any personal information obtained through the Order for any purpose other than the supply of goods and works/services to Buyer. At Buyer's request, Seller shall certify in writing its compliance with any or all of the foregoing. Buyer requires strict compliance with this provision and has the right to immediately terminate the Order if there is a breach hereof.

Any chemicals as listed in REACH and Prop 65 or similar regulations, hazardous substances as listed in RoHS regulations and persistent organic pollutants as listed in POP's regulations that are included in the goods being purchased, must be disclosed by Seller at or before the time of purchase in conformance with the regulation requirements. At the time of disclosure, if prior to delivery, Buyer has the right to cancel the Order if it so chooses, without penalty or costs. If disclosure is required but is not made until after delivery but prior to use or resale by Buyer, Buyer has the right to return the goods for a full refund of the purchase price. If disclosure is required but it is not made until after use or resale by Buyer, Buyer has the right to a full refund of the purchase price, without returning the goods, in addition to any other rights or remedies available to Buyer.

25. Disclosure of Information. Buyer may disclose to Seller certain plans, drawings, sketches, specifications, trade secrets, and know-how, as well as business, technical, or proprietary information (collectively referred to as "Information"), which either belongs to Buyer or one of its customers. Seller agrees, and shall require its employees to agree, that all rights in and to this Information belong to Buyer and will not be copied, duplicated, used, sold or disclosed to others by Seller or any of its employees without Buyer's express written permission, and that the Information will only be used in support of the Order objectives. This Information shall be treated by Seller and its employees as confidential and shall be immediately returned to Buyer upon Buyer's request. This provision shall survive the termination of the Order. Seller agrees not to assert any claim (other than a claim for patent infringement) with respect to any Information, including technical Information, which Seller shall have disclosed or may hereinafter disclose to Buyer in connection with the goods or services covered by the Order.
26. Force Majeure. Any delay or failure by either Buyer or Seller to perform the requirements of the Order shall be excused if such delay or failure of the party is as the result of an event or occurrence beyond the reasonable control of the party and without its fault or negligence, including but not limited to, acts of God, actions by the government (whether valid or invalid), or fires, floods, riots, natural disasters, wars sabotage, height embargoes, or inability to obtain power. In the event any such cause affects Seller's performance for a period of 10 or more days, Buyer shall have the right to terminate the Order for its convenience pursuant

to Paragraph 10.

27. Governing Law and Jurisdiction. The agreement between Buyer and Seller and matter connected with the performance thereof shall be construed in accordance with and governed by the law of the state of Buyer's office issuing the Order, as if it were executed and performed entirely within the state of Buyer's issuing office, and shall be construed to be between merchants. The UN Convention on the International Sale of Goods (CISG) will not apply to the Agreement. Any legal suit, action or proceeding arising out of or relating to the Order or these terms and conditions will be instituted in courts or tribunals in the state of Buyer's office issuing the Order. Seller waives any and all objections that it might have as to personal jurisdiction and venue in these exclusive tribunals.
28. Remedies/Waiver. Buyer's remedies described herein shall be cumulative and in addition to any remedies allowed by law or equity. The failure of a party to claim a breach of any term of the Order or these terms and conditions shall not constitute a waiver of such breach or the right of such party to enforce any subsequent breach of such term.
29. Entire Agreement. The Order and these terms and conditions constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements, communications and understandings of any nature whatsoever, whether oral, written or otherwise, all of which are null, void, and of no effect whatsoever. The Order and these terms and conditions may not be modified except in writing signed by a duly authorized representative of Buyer.