1. Acceptance: Entire Agreement: This Purchase Order (this “Order”) constitutes Buyer’s offer to purchase from Seller. BUYER EXPRESSLY OBJECTS TO AND EXPRESSLY REJECTS ANY PROVISIONS ADDITIONAL TO OR DIFFERENT THAN THE TERMS HEREOF THAT MAY APPEAR IN SELLER’S QUOTATION, ACKNOWLEDGMENT, CONFIRMATION OR PERFORMANCE OF THE ORDER AND ANY OTHER PROVISIONS OR DOCUMENTS PROVIDED OR CIRCULATED BY SELLER FROM SELLER TO BUYER UNLESS SUCH PROVISION IS EXPRESSLY AGREED TO BY BUYER IN A WRITING SIGNED BY BUYER. This Order and, if applicable, the Business Unit Supply Agreement with Seller and the related Master (Business Unit) Supply Agreement with each forms, these terms and conditions and any other terms and conditions, discussions, and dealings shall constitute the entire agreement between Buyer and Seller. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Buyer unless made in writing and signed on its behalf by a duly authorized representative of Buyer and specifically references this Order. A Seller’s failure to object to usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Mistakes in prices, discounts, expenses, fees, or other terms and conditions, or materials or information furnished to Buyer, errors in material or incorrect marking which are necessary for the purpose of delivering the Products and shall be responsible for the costs of pre-shipment inspection except when such inspections are required by the country of export. Buyer shall obtain all necessary export licenses and authorizations and shall assume responsibility for all fees and costs associated therewith and with getting the Products ready for loading, including but not limited to export customs clearance and associated documentation fees. Seller’s responsibility for the costs associated with obtaining and appropriate marking which are necessary for the purpose of delivering the Products and shall be responsible for loading of the Products at Seller’s dock. Seller shall provide, at Seller’s cost, the delivery order and/or usual transport document required for Buyer to take delivery of the Products. Buyer will inform Seller of any other notice necessary to take delivery of the Products. Buyer shall pay for the costs of pre-shipment inspection except when such inspections are required by the country of export. Buyer shall obtain all necessary import licenses and authorizations and shall assume responsibility for all fees and costs associated with getting the Products into port, including but not limited to import clearance, duties and administrative costs. With the exception of fees and costs associated with (i) obtaining all necessary export licenses and authorizations, (ii) getting Products ready for loading, (iii) checking operations, packaging and appropriate marking of the Products and (iv) loading of Products at Seller’s facility. Buyer will own the Products from the time, and at the point of shipment from Seller's facility to Buyer’s named place of delivery. At Buyer’s option and request, Seller will prepay the carriage/transportation costs from Seller’s facility to port of export and add such costs to Buyer’s invoice. Otherwise, all carriage/transportation costs from Seller’s facility to Buyer’s named place of delivery shall be the responsibility of Buyer. The Products shall be delivered to Buyer by Buyer before and after receipt. Any Product furnished and the time and manner of delivery thereof must comply precisely with the terms of this Order. Failure to deliver the Products shall constitute a material breach of the terms of this Order and shall entitle Buyer, at its sole discretion, to either withhold payment of the total value of the Products or to return all Products delivered to Buyer, without refund in case such failure to deliver. Seller shall pay all transportation charges for the delivery to Buyer and any return to Seller and Buyer, at its sole discretion, may obtain replacement Products from another supplier. Should the cost of such replacement Products be greater than the total value of the Products delivered, Buyer shall reimburse Buyer for the additional cost or will off-set such costs against amounts owed to Seller. Products or equipment rejected or not purchased by Buyer which utilize any logo, insignia, name, trade name, trademark, tradedress, symbol, decorative sign, evidence of inspection or other related markings of Buyer or any of its related entities shall have the same remedy as otherwise obligated, prior to any sale, use or disposition, if such sale or disposition is permitted by Buyer. 3. Discounts; Taxes: Any cash discount normally provided by Seller to any buyer shall apply to the Products. Unless otherwise provided herein, Seller shall pay, defend and hold Buyer harmless from, and against all claims, suits, actions, costs, expenses, fees, penalties or taxes (including any sales, use, or personal property tax) which may be imposed upon Buyer as a result of the sale of any of the Products, together with any and all expenditures resulting from the use of such suits, actions, costs, expenses, fees or penalties or taxes (hereafter designated) upon the importation of tooling or equipment or production, sale, delivery or use of the Products to the extent such assessments or impositions are required or not forbidden by law to be borne by Seller. 4. Terms of Payment; Set-Off: Unless otherwise specified in a purchased Product order signed by both parties, terms of payment shall be net the 5th day of the month following the date of receipt of the Product by Buyer’s facility or receipt of invoice by Buyer, whichever occurs last. If more than one payment is required to be made hereunder, Buyer may in its sole discretion, retain up to the amount of the lowest invoice paid. Buyer shall have the right to set-off all or any part of the remaining sums, less any sums deducted as a set-off or recoupment will be paid to Seller. If the terms stated herein contain any discount, the time for earning any such discount shall be computed from the date of the earliest of either the delivery order, the date the invoice is delivered, or the date Buyer’s check is received. Otherwise, all payments are due within 30 days of invoice. Buyer’s check. Buyer reserves the right at all times to set off any amount owing at any time to Seller or any affiliate of Seller. Any charges prepaid by Seller on behalf of Buyer pursuant to this Order for which reimbursement is sought must be separately stated on the invoice and supported by appropriate receipts furnished to Buyer. Buyer shall not be obligated to pay any amounts under an invoice which is dated or delivered more than twelve months after the delivery by Seller of such Product. 5. Warranty: Seller warrants that, for a period of 2 (two) years from the date a Product is delivered to Buyer, such Product is free from defects in design, material, and workmanship. The Product will be in conformity with any applicable specifications and standards, including any government contract or subcontract, the terms of which are incorporated into this Order. Buyer’s approval of any Products delivered hereunder shall not be deemed to constitute acceptance of the breach or nonconforming Products or shipments received contrary to this Order. If requested by Buyer, Seller will, at Buyer’s option, refund the purchase price of the Products, or correct or replace, at Seller’s expense, the defective or nonconforming Products within ten (10) days after notice by Buyer to Seller. All costs in connection with such defective or nonconforming Products, including, without limitation, cost to transport the Products from Buyer to Seller and return shipment to Buyer, will be borne by Buyer. This warranty will then continue as to the corrected or replaced Products for two (2) years after the date of delivery of the corrected or replaced Products. Seller shall, in addition to any such obligations, at its sole discretion, may obtain replacement Products from another supplier. Should the cost of such replacement Products be greater than the total value of the Products, Seller shall reimburse Buyer for such replacement Products. Expenses, fees, penalties or taxes (including, if applicable, all provisions of the U.S. Fair Labor Standards Act of 1938, as amended), health, safety and the environment. If any of the Products are purchased for incorporation into products sold under a government contract or subcontract, the terms required by such a contract or subcontract shall govern. Any affirmative action requirements, shall be deemed to apply to this Order. In particular, if that contract or subcontract is with the U.S. federal government, with respect to any employment activity within the U.S. Seller (i) agrees not to discriminate against any employee or applicant for employment on the basis of sex, race, color, religion, national origin, age, disability, marital status, political affiliation or sexual orientation, disability, status as a disabled veteran, a veteran of the Vietnam era, Active Duty Wartime or Campaign Badge Veterans, or any other protected status and (ii) agrees to take affirmative action to employ and advance in employment qualified individuals with disabilities and qualified protected veterans. Unless exempted, the Equal Opportunity clauses set forth in 41 CFR 60-1.4(a), 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a) are incorporated into this Order by reference. Unless exempted, Seller agrees to comply with the requirements of these Equal Opportunity clauses and also agrees to comply with the provisions of 41 CFR 60-300.5(a) (listing job openings with the state workforce agency), 41 CFR 61.250.10 and/or 41 CFR 61.300.10 (annual reporting of covered veterans), and 29 CFR Part 471, Appendix A to Subpart A (posting of employee notice). All rating or certification requirements specified in 41 CFR 60-1.4(a), 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a) are binding. Seller agrees to comply with these requirements in such form as may be requested by Buyer. Seller agrees to furnish Buyer a certificate of compliance with any such federal or certification requirement in such form in which Buyer may reasonably request. Seller shall, at its sole costs, secure and maintain all necessary licenses, permits, authorizations or other approvals of any governmental nature that apply to the property used thereon, or as necessary for Seller’s performance hereunder. Seller shall immediately notify Buyer in the event that Seller is not in compliance with any provision of this Section. 7. Intellectual Property: Seller warrants that the Products and the sale and use of them will not infringe any United States or foreign patents, trademarks, tradedress, copyrights, trade secrets or other intellectual or proprietary rights of third parties. Buyer’s purchase of the Products will not confer upon Buyer or any of its employees, customers, agents, licensees, successors, or assigns any intellectual or proprietary rights in or to any of the Products. Buyer provides to Seller is Buyer’s exclusive property and Seller disclaims all rights in same. Where payment is made for experimental, developmental, or research work, as such, to be used only in connection with specified tooling and equipment and no further work on any such item will be permitted. Buyer agrees to assign to Buyer each invention, property right, confidential process or know-how, and trade secret resulting therefrom or other form of intellectual property and Seller shall disclaim all rights in same. All drawings, art work, special products, materials, information or data furnished by Buyer in connection with the delivery of any product are the exclusive property of Seller and may not be used by Buyer or its licensees or assigns. Buyer’s use of such property will be limited to the purposes for which such property was created and as otherwise directed by Buyer. Buyer must be inserted by that contract or subcontract, including any required incorporation into products sold under a government contract or subcontract, the terms of which are incorporated into this Order. Furthermore, any affirmative action requirements, shall be deemed to apply to this Order. In particular, if that contract or subcontract is with the U.S. federal government, with respect to any employment activity within the U.S. Seller (i) agrees not to discriminate against any employee or applicant for employment on the basis of sex, race, color, religion, national origin, age, disability, marital status, political affiliation or sexual orientation, disability, status as a disabled veteran, a veteran of the Vietnam era, Active Duty Wartime or Campaign Badge Veterans, or any other protected status and (ii) agrees to take affirmative action to employ and advance in employment qualified individuals with disabilities and qualified protected veterans. Unless exempted, the Equal Opportunity clauses set forth in 41 CFR 60-1.4(a), 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a) are incorporated into this Order by reference. Unless exempted, Seller agrees to comply with the requirements of these Equal Opportunity clauses and also agrees to comply with the provisions of 41 CFR 60-300.5(a) (listing job openings with the state workforce agency), 41 CFR 61.250.10 and/or 41 CFR 61.300.10 (annual reporting of covered veterans), and 29 CFR Part 471, Appendix A to Subpart A (posting of employee notice). All rating or certification requirements specified in 41 CFR 60-1.4(a), 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a) are binding. Seller agrees to comply with these requirements in such form as may be requested by Buyer. Seller agrees to furnish Buyer a certificate of compliance with any such federal or certification requirement in such form in which Buyer may reasonably request. Seller shall, at its sole costs, secure and maintain all necessary licenses, permits, authorizations or other approvals of any governmental nature that apply to the property used thereon, or as necessary for Seller’s performance hereunder. Seller shall immediately notify Buyer in the event that Seller is not in compliance with any provision of this Section.
environmental, health, safety or other laws, rules, regulations or requirements, in connection with the manufacture, distribution, transportation, storage, use or disposal of the Products or of raw materials by Seller. If Seller’s performance requires Seller, its employees, agents or representatives to call on any government, any agency or department thereof, or any stock exchange, Proprietary Information shall be considered commercial secrets qualified for protection under applicable law. The foregoing Seller shall be liable to any government, any agency or department thereof, or any stock exchange.

10. Cancellation, Termination and Suspension: Buyer reserves the right to cancel all or any part of the unfulfilled portion of this Order. This Order may be terminated by Buyer or by Seller, at any time immediately upon written notice in the event of the other party’s material breach of any term or provision of this Order or upon the occurrence of any of the following events: (a) such other party makes an assignment for the benefit of creditors, or is subject to any voluntary or involuntary bankruptcy proceeding, or enters into any similar arrangement; (b) such other party makes a material false or misleading statement, representation or claim; (c) such other party fails to prosecute the work so that the undelivered portion of this Order, (d) dissolution or liquidation of such other party. In the event Seller is declared bankrupt, insolvent or bankrupt or enters into bankruptcy proceedings under any bankruptcy or similar law, or with which is due and payable and which failure is not remedied within 30 days following written notice. Buyer will not be responsible for any specific cancellation fees or charges. Notwithstanding anything to the contrary in this Order, upon termination, cancellation or expiration of this Order, Seller shall immediately ensure that all intellectual property, trade secrets and formulae shall have no further right to use the same. If this Order is cancelled due to an event caused by Seller or resulting from Seller’s acts or omissions, Buyer may complete Seller’s performance by such reasonable means as Buyer determines, and Seller shall be liable to Buyer for all reasonable costs, including, without limitation, attorneys’ fees, incurred by Buyer as a result thereof.

12. Survival: The terms of Sections 3, 5, 6, 7, 8, 11, 13, 16, 19, 21, 22 and 23 of these terms and conditions shall survive the termination, cancellation or expiration of this Order.

13. Proprietary Information: The Proprietary Information which may include technical data and all information disclosed to Seller by Buyer or by any of Buyer’s affiliates in connection with this Order ("Proprietary Information") and will disclose Proprietary Information only to those of Seller’s employees as will be directly concerned with performance under this Order. Seller agrees that it will not disclose Proprietary Information to any third party, and that all Proprietary Information will be disclosed only to those of Seller’s employees, agents or representatives who have written consent of Buyer. Seller agrees that it will protect the confidentiality of Proprietary Information with the same degree of care with which it protects its own proprietary information, but with no less than reasonable care, and will return all copies (in any medium recorded) of Proprietary Information, immediately upon the sale, disposition, transfer or delivery of all or any part of the Products to Buyer or such third party. Proprietary Information shall be considered commercial secrets qualified for protection under applicable law. Notwithstanding the foregoing, Seller may disclose Proprietary Information that must be disclosed to any government, any agency or department thereof, or any stock exchange to the extent required by law, provided Seller shall immediately notify Buyer of such requirement and the terms thereof prior to such disclosure so that Buyer may seek an appropriate protective agreement or order prior to the disclosure. The foregoing obligations will survive the termination of this Order and will remain binding on Seller, its respective affiliates, successors and assigns for so long as the rights and remedies set forth herein are available to Buyer without the prior written consent of Buyer. The paragraph headings herein are for convenience only and form no part of this Order. If any part of this Order shall be held to be illegal, void or unenforceable, the remaining portions shall remain in full force and effect. Any and all of the rights and remedies herein are cumulative, and in addition to, and not in lieu of, Buyer’s rights and remedies granted at law and equity, all of which rights and remedies are fully reserved by Buyer. The failure of Buyer to insist in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Order, or to exercise any right hereunder shall not be construed as a waiver or relinquishment of any of the other terms and conditions of this Order nor the right to enforce the performance of any term, covenant or condition or the future exercise of any other rights herein.

20. IMMEX: If Seller is delivering products into Mexico, Seller is and remains solely liable for securing all necessary permits and licenses, in addition to any other requirements of the Mexican law, including but not limited to, sections of the Foreign Trade General Rules (Reglas de Caracter General en Materia de Comercio Exterior).

21. Customs Ocean Cargo Security Requirements Compliance: Seller agrees to provide any necessary assistance so that any ocean vessel shipment of Products arrives in the U.S. in compliance with the U.S. Customs and Border Protection ("CBP") cargo security filing requirements for maritime carriers ("10+2 Requirements”), as amended from time to time by CBP. Specifically, Seller shall (i) furnish the Importer Security Filings (“ISF”) agent appointed by Buyer or Seller, as the case may be, any required information to enable such ISF agent to make timely, accurate, and complete ISF with the CBP; and (ii) ensure that the carrier operating the ocean vessel (the “Carrier”) (a) transmit to CBP in an approved electronic format a stow plan for the vessel meeting current CBP requirements such that it is received no later than 48 hours before the vessel departs from its port of departure; and (b) if the vessel arrives after the vessel’s arrival at its first U.S. port and (b) submit electronically to CBP a container status message with respect to certain events relating to cargo destined for the U.S. by vessel, as defined by current CBP regulations. Seller agrees to ensure that the Carrier shall deliver.
indemnify, hold harmless and reimburse Buyer from and against all fines, penalties and damages sustained by Buyer arising out of or relating to the Carrier’s failure to comply with CBP’s 10+2 Requirements, including damages sustained by Buyer as a result of CBP’s seizure of the Products or a refusal by CBP to permit customs clearance of the Products because of the Carrier’s non-compliance.

22. Conflict Minerals Compliance: Seller agrees to trace and certify or, if Seller does not manufacture the Products, to require the manufacturer of the Products to trace and certify, the country of origin of minerals used in all materials used by Seller or the manufacturer in the Products or parts of Products or in the manufacture of the Products or parts of Products and to promptly provide Buyer with such documents and certifications as requested by Buyer to satisfy Buyer’s Securities Exchange Commission reporting obligations under Section 1502 of the Dodd-Frank Act relating to Conflict Minerals.

23. Delivery of Suspect/Counterfeit, Fraudulent and Substandard Items (“CFSI’s”): Seller is hereby notified that the delivery of suspect/counterfeit items is of special concern to Buyer. If any parts covered by this Order are described using a manufacturer part number or using a product description and/or specified using an industry standard, Seller shall be responsible to assure that the parts supplied by Seller meet all requirements of the latest version of the applicable manufacturer data sheet, description, and/or industry standard. If Seller is not the manufacturer of the Products, Seller shall make all reasonable efforts to assure that the parts supplied under this Order are made by the Original Equipment Manufacturer (“OEM”) and meet the applicable manufacturer data sheet or industry standard. Should Seller desire to supply a part that may not meet the requirements of this paragraph, Seller shall notify Buyer of any exceptions and receive Buyer’s written approval prior to shipment of the replacement parts to Buyer. If suspect/counterfeit parts are furnished under this Order or are found in any of the Products delivered hereunder, such items will be dispositioned by Buyer and/or the OEM, and may be returned to Seller. Seller shall promptly replace such suspect/counterfeit parts with parts acceptable to Buyer and Seller shall be liable for all costs, including but not limited to Buyer’s internal and external costs, relating to the removal and replacement of said parts. Buyer’s remedies described herein shall not be limited by any other clause which is agreed upon between Buyer and Seller in this Order. At Buyer’s request, Seller shall return any removed counterfeit parts to Buyer in order that Buyer may turn such parts over to its government customer for further investigation. Seller agrees that any government or quasi-government directive, such as a GIDEP (Government-Industry Data Exchange Program) alert indicating that such parts are counterfeit, shall be deemed definitive evidence that Seller’s parts contain counterfeit parts. To mitigate the CFSI risk, Buyer requires Seller to recognize this risk by introducing into Seller’s quality assurance program a documented process to prevent, detect and disposition suspect CFSI’s.