

Terms and conditions of purchase Sormac Inc. (Buyer)

1. Definitions

In these conditions (unless the context otherwise requires):

Buyer: Sormac Inc., 6800 Wales Road, Northwood, OH 43619, U.S.A. and its parents, subsidiaries, and affiliates;

Buyers Property: All designs, sketches, drawings, blueprints, molds, plates, cuts, material, special tools, dies, patterns, gauges, jigs, fixtures, parts, components, finished goods, and special items and materials supplied by Buyer or paid for by Buyer;

Conditions: the terms and conditions contained herein;

Contract: the contract between the Seller and Buyer for the supply of the Work by the Seller to Buyer;

Encumbrance: any voluntary or involuntary lien, security interest, or other encumbrance;

Goods: all and any goods or other deliverables to be delivered by the Seller to Buyer under the Contract as set out in the P.O. and, where applicable, the Specification;

Parties: the parties to the contract, namely Sormac Inc, and the Seller;

Purchase Order (P.O. or order): the order placed by Buyer for the supply of the Work;

Seller: the person, firm or company to whom the P.O. is addressed;

Services: the services (or any installment or part of them) to be supplied by the Seller to Buyer under the Contract as set out in the P.O. and, where applicable, the Specification;

Specification: the specification for the Work contained or referred to in the P.O.;

Work: the supply of Goods and/or Services (as applicable) by the Seller to Buyer, as set out in the P.O.

2. Acceptance and Modification of Orders: Governing Law; Jurisdiction

Any conduct by Seller which recognizes the existence of a contract pertaining to a P.O. used by Buyer shall constitute acceptance by Seller of a P.O. and all of its terms and conditions, including these Conditions. Any terms in Seller's acceptance of Buyer's offer which add to or differ from the terms herein are hereby objected to. Any such terms shall be void and the terms herein shall constitute the exclusive statement of the terms and conditions of the contract between the parties and may hereafter be modified only by written instrument executed by the authorized representatives of both parties. If a P.O. has been issued by Buyer in response to an offer and the terms therein differ from any terms of such offer, then the issuance of a P.O. by Buyer shall constitute an acceptance of such offer subject to the express condition that Seller assents to such different terms therein and acknowledges that the P.O. constitutes the entire agreement between Buyer and Seller with respect to the subject matter hereof. Seller shall be deemed to have so assented and acknowledged unless it notifies Buyer to the contrary in writing within 10 days of receipt thereof. No waiver of any provision shall be valid unless made in writing and executed by both parties. No charges beyond the contract price specified in the P.O. will be allowed except with Buyer's written consent. Failure of Buyer to insist upon strict performance shall not constitute a waiver of any of the provisions of an order or waiver of any other default. EACH ORDER SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OR PROVINCE IN WHICH BUYER'S FACILITY IS LOCATED WITHOUT REGARD TO ANY CONFLICTS OF LAWS PRINCIPLES. BUYER AND SELLER HEREBY EXCLUDE THE APPLICATION OF THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. Any action or proceeding arising out of or in connection with the Agreement will be brought exclusively in a state or federal court located in or having jurisdiction over Wood County, Ohio.

3. Changes

Buyer reserves the right at any time to direct changes, or cause Seller to make changes to designs, drawings, or specifications of the goods or services or to otherwise change the scope of the work covered by an order, including work with respect to such matters as inspection, testing or quality control, and Seller agrees to promptly make such changes. Seller may request an equitable adjustment based on Buyer changes, provided that any claim by Seller for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by Seller of the change.

4. Termination; Cancellation

In addition to any other rights of Buyer to cancel or terminate an order, Buyer may at its option immediately terminate all or any part of an order, at any time and for any reason, by verbal notice confirmed in writing, or by written notice. Without limiting the foregoing, Buyer may immediately terminate on notice to Seller (a) if Seller fails to deliver goods, perform services, in accordance with the terms specified in the Contract, including these Conditions, or any extension thereof by change order or amendment thereto; or (b) if Seller so fails to make progress as to endanger performance of an order, upon Buyer's terms; (c) if Seller fails to comply with any of the other provisions of an order. Buyer shall not be liable for and shall not be required to make any payments to Seller, directly or on account of any claims by Seller's subcontractors, to include but not to be limited to, any loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, or rental, unamortized depreciation costs, and general and administrative burden charges from termination of an order. Unless specifically directed otherwise, Seller is not authorized to procure raw material or fabricate goods not required to meet the specified delivery schedule. Buyer may terminate an order for Seller's failure to comply with any terms hereof or other default. In the event of termination for such non-compliance or default, Buyer shall not be liable to Seller for any amount; however, Seller shall be liable to Buyer for any extra expenses or damages incurred by Buyer. Additionally, Buyer may cancel an order forthwith by written notice if Seller shall become insolvent or make a general assignment for the benefit of creditors, or if a petition under Chapter X or XI of the Bankruptcy Act, or any similar law, filed by or against Seller. Finally, Buyer may cancel any order for convenience at any time by written notice to Seller, after which Buyer will be liable to Seller solely for unpaid invoices for conforming goods previously shipped and for Seller's reasonable, documented direct costs of raw materials, work-in-process and finished goods that cannot be canceled without penalty or sold in general trade, not to exceed the volumes specified in the order (if a spot order) or in any open releases hereunder (if a blanket order). Seller expressly waives any claim it may have against Buyer for any indirect costs, overhead, or profit on any goods not completed prior to cancellation for convenience.

5. Price, Price Warranty; Payments

The prices on any order are firm and no change or adjustment will be allowed unless authorized in writing by Buyer. In the event no price is contained in the order, Seller's price shall not be higher than the lowest of (a) price last quoted or charged to Buyer, or (b) the market price. Seller warrants that the prices for the goods sold to Buyer are not less favorable than those currently extended to any other Buyer, for the same or like goods in equal or smaller quantities. In the event Seller reduces its price for such goods during the term of an order, or in the event prices charged thereunder exceed prices permitted by applicable law or regulation, Seller shall reduce its prices accordingly and forthwith refund any such excess price to Buyer. Payment terms are net 30 days, unless the material purchased requires field start up. On all orders requiring field start up, terms will be 90% net 60 days from delivery and receipt of invoice, 10% net 60 days after owner's start up and receipt of invoice. Seller agrees to make available to Buyer or Buyer's representative, without expense to Buyer, such facilities and records as may be necessary to audit, substantiate, and justify Seller's costs.

6. Taxes and Other Charges

Unless provided with a resale exemption certificate or otherwise indicated, the prices set forth in an order shall include all federal, state, and local taxes of any kind or nature applicable to the manufacture, use or sale to Buyer of the completed items and the subsidiary items incorporated therein. In case of new taxes or other charges or increased rates, or the repeal of taxes or other charges or reduction of rates, contract prices shall be adjusted accordingly. Buyer shall not be liable for any taxes, duties, customs or assessments in connection with the sale, purchase, transportation, use or possession of the goods ordered hereunder, except those expressly set forth in the order, if any.

7. Shipping and Billing

Detailed invoices shall be sent at the time of shipment. Invoices shall a) all be rendered separately for each delivery with bill of lading attached b) cover not more than one order c) be rendered with order number noted thereon. If invoice is subject to cash discount, the discount period shall date from receipt

of material or receipt of proper and correct invoice, whichever is later. All invoices shall contain substantially the following assurance: "Seller hereby certifies that these goods were produced in compliance with applicable requirements of the Fair Labor Standards Act as amended, and of all regulations and orders thereunder, and of all federal, state and local statutes, rules and regulations relating to employment and conditions of employment." When machinery requires installation to verify satisfactory operation, final invoices will not be honored prior to Buyer approval of satisfactory installation and operation. Separate packing slips must be included in each shipment showing order number, quantity, part number, description of goods and country of origin. All materials and equipment must be shipped in accordance with the shipping instructions indicated on face of the order. In the absence of specific routing instructions, Seller shall ship via least expensive way commensurate with safe and expeditious delivery. Any extra expense in effecting delivery of material not so shipped will be charged to and borne by Seller. No charge shall be made for crating, packaging, or packing materials unless agreed to and specified as part of the order.

8. Delivery; Risk of Loss

Time and rate of deliveries of all goods and services specified in an order are to be considered of the essence of that order. No shipments are to be made prior to the specified delivery date unless Seller is advised by writing or verbal notice confirmed in writing to the contrary. Buyer reserves the right to withhold payment of invoices for materials shipped ahead of schedule without Buyer's prior express approval. Goods shipped to Buyer in advance of schedule may be returned at Seller's expense. Seller must advise Buyer promptly in writing of delivery delays. If delivery of items or rendering of services is not completed by the time promised, Buyer reserves the right without liability, in addition to its other rights and remedies, to terminate that P.O. by notice, effective when received by Seller, and to purchase substitute items or services elsewhere and charge Seller with any loss incurred, including, but not limited to, price and quantity differences, actual and projected account losses, and incurred time and expense losses regarding progress, deadline and general business adjustments. Without limiting the foregoing, absent Force Majeure, deliveries that are more than two (2) days late may, at Buyer's discretion, be subject to a 3% per week (or fraction thereof) penalty to be taken in the form of an invoice deduction from a subsequent invoice. In any event, Seller shall be responsible for any and all excess freight charges and any charges or fees Buyer is required to pay its customer(s) which are incurred due to late deliveries. Buyer reserves the right to reschedule delivery dates to a later date without cost.

All shipping pallets and containers used by Seller shall comply with International Shipping Regulation ISPM – 15. Seller shall mark all shipping documents clearly with Buyer order numbers, part numbers, the quantity delivered, HTS codes, the Country of Origin, and attach any applicable foreign trade agreement certificates. If the order does not qualify for a foreign trade agreement certificate, then Seller will provide value of regional content to Buyer prior to delivery. Seller shall make no material changes to the packaging of the products without the prior written consent of Buyer

Risk of loss of the goods shall pass to Buyer at the time the goods are actually delivered to Buyer, which includes a reasonable period for inspection by Buyer. Unless otherwise specified by Buyer in writing, shipping terms are DDP Buyer's facility (as per INCO terms 2010). All receipt quantities must match the P.O. quantity, with all overages returned to Seller at Seller's expense.

9. Force Majeure

Seller shall not be liable for any delay or failure to deliver, and Buyer shall not be liable for failure to take delivery of, products to the extent such failure or delay is caused by acts of God, Government, or the public enemy; expropriation or confiscation of facilities; governmental regulations; war, terrorism, rebellion, riots, insurrection, civil commotion or any damage resulting therefrom; explosions, fire, flood, severe storms, earthquakes, embargoes or other causes beyond such party's reasonable control and which could not have been reasonably anticipated by such party. Where either party claims an excuse hereunder, it must give written notice to the other party. Seller shall not be obligated to sell, nor Buyer obligated to purchase, at a later date, those products affected by Force Majeure.

10. Warranty

Seller warrants all goods and services delivered to Buyer to be free from defect of material, design or workmanship; to be merchantable; and to strictly adhere to all drawings, specifications, processes, materials, compounds and other criteria of Buyer. Seller warrants goods shall be fit and sufficient for the purpose Buyer intends, to include but not be limited to dimensions, tolerances, and tensile strength. No modifications are allowed without prior written approval from Buyer. All warranties, express and implied, shall survive any inspection, delivery, acceptance or payment by Buyer. Seller further warrants that it will have title to all of the goods furnished hereunder and the right to sell such goods at the time of delivery to Buyer, and such goods shall be new and unused (unless otherwise specified) at the time of delivery to Buyer. Seller further warrants that all items will be manufactured, processed, packaged, labeled, marked, tagged, tested, certified, weighed, inspected, loaded, shipped and sold by Seller in compliance with all applicable federal, state, provincial and local laws, rules, regulations and standards - including without limitation those relating to health, safety, environment, serial numbers, labeling and country of origin designations; all US FDA, toxic substances, US OSHA and US EPA regulations and other environmental standards (including, but not limited to restrictions on the use of hazardous substances in electrical and electronic equipment ("RoHS"), collection, treatment, recycling and disposal of waste electrical and electronic equipment ("WEEE"), CE, and the like; the US Occupational Safety Health Act, the US Federal Labor Standards Act and all applicable civil rights laws, rules, regulations and orders; Executive Order 11246 and the rules and regulations promulgated thereunder; and the requirements of California Proposition 65 and its implementing regulations). Seller shall bear all costs of inspecting rejected articles. This warranty shall run to Buyer, its successors, assigns, customers, and users of the articles sold hereunder by Seller. Seller agrees to fill Buyer's orders for spare parts of prime components and/or assemblies, and in reasonable quantities, at reasonable prices commencing from the date of delivery under the relevant order and continuing for a period of not less than ten years after the date of the last delivery of any unit for which spare parts might be required. This warranty shall also apply for the benefit of Buyer's customer.

11. Inspection and Rejection

Goods and material are subject to inspection and test by Buyer in its absolute discretion. Rejected goods may be immediately returned at Seller's expense and credit taken at the time of the return including the cost of inspection and transportation both ways. No goods returned as defective shall be replaced without written notice from Buyer. If parts are not covered by a blueprint, they must be approved in writing by Buyer with the submission of samples. Goods may be rejected and returned if inspection shows they are not strictly in accordance with the samples, specifications, drawings and other express and implied warranty requirements. Seller agrees that Buyer or its representatives shall have the right to enter Seller's facility at reasonable times to inspect the facility, goods, materials and any property or goods covered by an order. Buyer's inspection of goods, whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work-in-process or finished goods. If that portion Buyer inspects is not acceptable, Buyer reserves the right to return the entire shipment and cancel any unfilled balance of that order without cost. If material supplied or work performed by Seller is found to be defective, Buyer shall have the right, at Buyer's sole election, to require the prompt correction thereof, if practicable by Seller, at Seller's expense and risk, or to correct the work in Buyer's plant, or by contract or otherwise replace or correct such parts and back charge to Seller the excess cost occasioned to Buyer thereby. The plans and specifications are intended to complement each other and anything contained in one shall be deemed to be contained in all. If any discrepancy, difference or conflict exists between the provisions of drawings and specifications, such disagreement shall immediately be brought to the attention of Buyer who will resolve such conflict. The Seller is responsible for maintaining an effective and economical system to assure that all supplies furnished under a purchase order are manufactured, inspected and found to conform to all specifications contained therein. Measuring equipment shall be effectively managed to ascertain accuracy to basic recognized acceptance standards. Substantiating objective data shall be maintained by Seller and shall be available to Buyer upon request.

12. Assignment and Subcontracting

No order shall be assigned or transferred without written consent of Buyer, including by way of Seller's merger, sale of equity, sale of assets, or other change in ownership or control. Seller agrees that it will not subcontract any Work required by an Order without prior written approval of Buyer. No assignment of monies due or to become due hereunder shall be binding upon Buyer until its written consent thereto is obtained.

13. Samples

Samples required for an order shall be invoiced to Buyer at no higher cost than the production price indicated thereon. Samples shall be distinctly identified and bear reference to the applicable order. Samples must be approved in writing before production shipments are made.

14. Nonconforming Goods

To the extent Buyer rejects goods as nonconforming, the quantities of an order or contract will automatically be reduced unless Buyer otherwise notifies Seller. Nonconforming goods will be held by Buyer for disposition at Seller's risk. Seller's failure to provide written instructions within ten (10) days, or such shorter period as may be commercially reasonable under the circumstances, after notice of nonconformity, shall entitle Buyer, at Buyer's option, to charge Seller for storage, handling, or to dispose of the goods, without liability to Seller. Payment for nonconforming goods shall not constitute an acceptance thereof, limit or impair Buyer's right to assert any legal or equitable remedy or relieve Seller's responsibility for hidden defects. In the event of a defective or non-conforming product, Buyer shall receive, at its option, either (a) a credit against Buyer's next invoice or any other amount due and payable to Seller (or, if no amount is due and payable to Seller, Seller shall send payment to Buyer in certified funds) for the invoiced cost of the product; or (b) a replacement for such defective or non-conforming product. Seller shall be responsible for all freight and handling charges incurred as a result of returning any defective or non-conforming product or shipping any replacement product, as well as costs associated with quarantine of defective or non-conforming products. In addition, Seller shall reimburse Buyer for costs incurred by Buyer due to defective or nonconforming product, including but not limited to product evaluation costs (inspection and/or test), air freight, re-work costs, costs associated with a product recall and actual charges or fees Buyer is required to pay its customers.

15. Relationship of Parties

Seller and Buyer are independent contracting parties and nothing in any order shall make either party the agent or legal representative of the other for any purpose whatsoever or grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

16. Remedies

In the event an order is not complied with in any respect, Buyer may elect to, (a) cancel the order, (b) require replacement of the goods, (c) recover all loss, damage and expense (including consequential damages) resulting from such failure by set-off or otherwise, (d) return excess or early deliveries to Seller at its expense, or (e) require delivery by any means. Seller to pay any transportation, labor and/or other expense incurred in the foregoing. Each of the rights and remedies herein reserved to Buyer shall be cumulative and additional to any other or further rights or remedies provided in law or.

17. Buyer's Property

All Buyer Property in Seller's possession, custody, or control shall at all times remain titled exclusively to Buyer. All components and finished goods constituting Buyer Property shall be recorded and identified as property of Buyer and retained by Seller on consignment or on a bailment-at-will basis, as applicable, and at all times shall be subject to examination or retaking of possession by Buyer. Seller agrees to segregate all Buyer Property from Seller's own inventories, to conspicuously label it as property belonging to Buyer, and to comply promptly with all disposal and shipping instructions

furnished by Buyer. Seller agrees at its expense, to maintain all Buyer Property in good condition and repair and adequately insured, and to indemnify Buyer for all damage or loss to such property. Buyer Property shall be used exclusively in the production for Buyer of Goods ordered by Buyer, or for resale to Buyer's customers in accordance with Buyer's written instructions, and the use thereof for any other purpose is prohibited unless approved by Buyer in writing. All items covered by an Order are subject to removal by Buyer immediately on demand without charges. Upon Buyer's request, Seller will immediately release or deliver any Buyer Property to Buyer. Seller's continued holding of Buyer Property after demand has been made by Buyer for delivery will cause irreparable harm, and, accordingly, Buyer will be entitled to a court order of possession without bond requirement or proof of damages.

To the fullest extent permitted by law, Seller shall not allow any Encumbrance to be imposed on or attach to any Buyer Property through Seller or as a result of Seller's action or inaction, and Seller hereby waives any Encumbrance that it may have or acquire in any Buyer Property, including, without limitation, statutory liens. Seller shall indemnify and hold Buyer harmless from and against any loss or damage caused by acts of Seller, whether or not authorized by these Conditions, which result in any Encumbrance being placed upon any Buyer Property, including all costs, fees and expenses incurred by Buyer in commencing or participating in such proceedings as are necessary for Buyer to defend its ownership interest in Buyer Property.

Seller grants to Buyer a continuing security interest in any rights or interests Seller may have in any Buyer Property and agrees that Buyer may take any action it deems necessary or advisable to perfect its security interest, including the filing of financing statements in all applicable jurisdictions. Seller shall immediately sign any documents reasonably requested by Buyer to evidence all of Buyer's rights to and interests in Buyer Property. Seller grants to Buyer a limited and irrevocable power of attorney, coupled with an interest, to execute and record on Seller's behalf any documents with respect to Buyer Property that Buyer determines are reasonably necessary to reflect Buyer's interest in Buyer Property.

18. Patents

Seller agrees, at its expense, to defend any suits, actions, claims, or demands against Buyer, its parent and affiliated entities, and their respective directors, officers, employees, agents and customers alleging infringement of U.S. or foreign patent or invention rights arising from the manufacture, sale or use of goods or services and to indemnify and save such parties harmless from any damages, costs or expenses of any nature whatsoever, paid or incurred in connection with any such suit, action, claim or demand; provided, however, that this indemnity shall not apply to any such damages or expenses arising out of compliance by Seller with designs furnished by Buyer.

Seller as part consideration for a P.O. and without further cost to Buyer hereby grants and agrees to grant to Buyer an irrevocable, non-exclusive, perpetual, royalty-free right and license to use, import, sell or offer to sell, manufacture and repair products embodying and all inventions and discoveries made, conceived or actually reduced to practice in connection with Seller's performance of the relevant P.O.

Any information, ideas, discoveries, works of authorship, designs, software, or inventions, whether patentable or unpatentable, that result from *custom development* paid for by Buyer, including without limitation any prototypes or models, will be the property of, and are hereby assigned to, Buyer. Such works of authorship shall be deemed "works made for hire" within the meaning of Section 101 of the United States Copyright Act, 17 U.S.C. §101, owned exclusively by Buyer and, to the extent such works of authorship do not constitute same, Seller hereby irrevocably assigns, transfers and conveys all ownership rights it might have in such works of authorship to Buyer, free and clear of any liens or other encumbrances.

19. Confidentiality

All Buyer's specifications, drawings, blueprints, nomenclature, documents, and prototype articles are Buyer's property which are delivered for the sole purpose of Seller's performance of an order, and on the express condition that neither they nor the information contained therein be disclosed to others nor used for any purpose other than in connection with orders from Buyer without Buyer's prior express written consent. Such specifications, documents, and articles are to be returned to Buyer promptly upon its written request. Seller shall not in any manner advertise or publish or release for publication any statement mentioning Buyer or the fact that Seller has furnished or contracted to furnish to Buyer articles required by an Order to any person not authorized in advance by Buyer in writing to receive it. Seller shall make no use of the information supplied other than to complete the order and shall return such information to Buyer upon completion of the order. The obligations under this clause survive the cancellation, termination, or completion hereof.

20. Indemnification

Seller agrees to protect, defend, hold Buyer, its parent and affiliated entities, and their respective directors, officers, employees, agents, Buyers and distributors, harmless and indemnify same from and against any and all claims, charges, lawsuits, judgments, settlements or other losses of any nature whatsoever - including claims for consequential, collateral or special damages (hereinafter referred to as "Liabilities"), and (i) actual or anticipated expenses (including expert/attorney fees) relating to such Liabilities, and (ii) expenses incurred in connection with a products recall, rework, redesign, substitutions, removal, installation and packaging, loss of goodwill and/or Buyers (hereinafter referred to as "Expenses"), which Liabilities and/or Expenses are incurred by Buyer claimed because of [1] negligent manufacture, improper or defective material, workmanship or design, [2] personal injury or property damage caused by the products, acts or omissions of Seller or its employees or agents, [3] violation by seller of this P.O. or any laws or regulations; [4] claims by, on behalf of, or related to Seller's subcontractors, materialmen, vendors, providers, employees or agents; [5] latent or patent defects in the construction or design of the products or services purchased hereunder; [6] late delivery of product or services; or [7] a substitution in materials or specifications used by Seller. This indemnification shall be in addition to any other rights Buyer may have at law or in equity and shall not be construed to limit Buyer's rights and remedies in any manner

21. Insurance

Seller shall procure with insurers reasonably acceptable to Buyer, and at all times during the supply relationship maintain at its own expense primary and umbrella Commercial General Liability insurance coverage, including products and completed operations liability and contractual liability insuring the indemnity agreement set forth herein, with a minimum limit of \$2,000,000 for property damage, bodily injury, sickness or death, in any one occurrence, Workers Compensation with Employers Liability with limits of not less than \$1,000,000 for each accident, Automobile Liability Insurance with limits of not less than \$1,000,000 applicable to property damage, bodily injury, sickness or death in any one occurrence and excess liability insurance with limits not less than \$5,000,000 per occurrence. Such insurance shall (a) be primary and non-contributory, (b) contain an endorsement that designates Buyer as an additional insured with respect to the liabilities incurred or assumed by Seller pursuant to this Agreement; and (c) provide that Seller's underwriters and insurance companies shall not have any right of subrogation against Buyer, our subsidiaries, owners, underwriters and insurance companies. Seller shall provide Buyer with a certificate of insurance, including renewals thereof, on an annual basis. Such certificate shall show the coverage provisions stated above and shall properly illustrate Buyer as the certificate holder and additional insured. Seller and its insurer(s) shall provide to Buyer thirty (30) days prior written notice of any changes to the above insurance, non-renewal or cancellation of Seller's coverage. The insurance coverage carried by Seller hereunder must be provided by a financially solvent company licensed to do business in the United States of America. The limits of insurance provided for herein shall not be construed to be a limitation upon or an expansion of any liability of Seller under this Agreement and nothing herein shall be interpreted to limit Buyer's recovery for indemnification proceeds of any such insurance.

22. Hazard Communications Standards

Seller shall provide Buyer with two (2) copies of appropriate MATERIAL SAFETY DATA SHEETS (MSDS) with Seller's initial shipment to Buyer, and with the first shipment after an MSDS is updated for any reason, including a change in processes or material of the article. If Seller's product does not require an MSDS, Seller shall provide Buyer with a statement to that effect.

23. Toxic Substance Control Act

Seller warrants that each and every chemical substance transferred to Buyer is on the list of chemical substances compiled and published by the administrator of the Environmental Protection Agency pursuant to Section 8 of the Toxic Substance Control Act.

24. Compliance Certification

In accepting this Order, Seller hereby certifies compliance with all applicable federal, state, and local laws, statutes, ordinances, governmental administrative orders, rules, and regulations relating to the manufacture, sale and use of the equipment, and those relating to ethical and responsible standards of behavior, including, without limitation, those human rights (anti-slavery, human trafficking, conflict mineral sourcing), environmental protection, sustainable development, bribery and corruption (the "Rules"). Seller shall maintain accurate and complete records evidencing compliance with the Rules and shall cause its subcontractors to do the same. Seller and its subcontractor(s) shall provide Buyer and Buyer's third-party representatives with access to records, sites and personnel for purposes of auditing compliance with the Rules. Seller shall notify the Buyer as soon as it becomes aware of any breach or suspected breach of the Rules by it or its subcontractor(s). Buyer may deem breach of the Rules or failure to maintain complete and accessible compliance records as grounds for immediate termination of an order. Seller indemnifies Buyer against any losses, liabilities, damages, costs and expenses (including attorney's fees) incurred by Buyer as a result of breach of the Rules by Seller or its employees, representatives, agents, or permitted subcontractors. In the event an exemption from any matters contained herein is claimed, Seller shall submit a statement containing the factual bases for such exemption.

25. Plant and Site Construction or Installed

In the event Seller performs work on Buyer's premises or on Buyer's customer's premises, Seller shall indemnify and save Buyer, its affiliates and their customers harmless from and against any and all damages for injuries to persons or property to the extent caused by Seller's actions or inactions, except where caused by negligence of Buyer. Seller shall at all times remain an independent contractor; all employees and agents performing such work shall be employees or agents of Seller. Before commencing such work, Seller shall furnish to Buyer certificates evidencing satisfactory Public Liability and Property Damage Insurance for the benefit of Seller and Buyer and Buyer's customer where applicable, and Workman's Compensation as required by applicable law. Seller Employees shall abide by all applicable laws, regulations, policies, and guidelines.

26. Liens

Seller warrants to Buyer that the Work will be transferred free and clear of all liens, claims, and encumbrances. Seller shall indemnify Buyer from liens filed by Seller's workforce or subcomponent vendors. Seller's statements of conditional, partial, or complete lien waivers, consistent with payments received, will be furnished on Seller's form upon request.

27. Equal Opportunity Clause.

Without limiting any of the foregoing, during the performance of this P.O. Seller agrees as follows:

(a) Seller will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. The policy and commitment also extends to the employment

of Vietnam Era Veterans and to the hiring of qualified handicapped persons and disabled veterans. Such action shall include but not be limited to the following employment upgrading, demotion or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation: and selection for training, including apprenticeship. Seller agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by contracting officer setting forth the provisions of this nondiscrimination clause.

(b) Seller will in all solicitations or advertisements for employees placed by or on behalf of Seller state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, or national origin.

(c) Seller will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the labor union or workers' representative of Seller's commitments under this Equal Opportunity Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) Seller will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Order 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) Seller will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Order 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of Seller's noncompliance with the Equal Opportunity Clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and Seller may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Order 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended by Order 11375 of October 13, 1967, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(g) Seller will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Order 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. Seller will take such action with respect to any subcontract or purchase order, as the contract agency may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event Seller becomes involved in, or is threatened with, litigation with subcontractor or vendor as a result of such direction by the contracting agency, Seller may request the United States to enter into such litigation to protect the interest of the United States.

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