

TERMS AND CONDITIONS

ACCEPTANCE

This order is Buyer's offer to the Seller and becomes a binding contract subject to the terms and conditions stated herein, when accepted by acknowledgement or commencement of performance by Seller ("Purchase Order"). Any additions, exceptions, or changes to these terms proposed by Seller are hereby rejected unless approved by Buyer in writing.

WARRANTY

Seller expressly warrants that:

- a) goods or services ordered shall be merchantable, shall conform to this Purchase Order, to specifications, drawings, or description relating to such goods and that such goods shall be fit and safe for the intended purposes and shall be free from defects in materials and workmanship.
- b) it has clear title to the goods and that the goods and services shall be delivered free of liens and encumbrances.
- c) goods shall be shipped on pallets free of 2,4,6-tribromoanisole (TBA) and 2,4,6-tribromophenol (TBP), and are and will be in full compliance with all relevant local laws that are the equivalent of the U.S. laws cited in these Terms and Conditions, including but not limited to all relevant local environmental, hazardous materials and public safety laws.
- d) to the extent applicable, the goods are compliant with EU RoHS (RoHS-1 and RoHS -2) Directives or country/regional equivalent and agrees to furnish evidence of compliance upon request by Buyer.
- e) goods do not contain any substances regulated as a substance of very high concern (SVHC) in Annex XIV of the EU Registration, Evaluation, Authorization of Chemicals (REACH) directive, unless explicit notification is provided to Buyer in advance and subsequently as new substances are added to the REACH and Annex XIV and Candidate List periodically.
- f) goods are manufactured and provided to Buyer in a manner that complies with all applicable human rights laws, including local laws and international frameworks such as but not limited to California Transparency in Supply Chain Act and provisions of the Dodd-Frank Act (conflict minerals rules). Seller further represents that the goods are conflict mineral-free, meaning any gold, tin, tantalum, or tungsten contained in the goods are sourced only from conflict – free zones, sources, and smelters. Seller agrees to cooperate and fulfill related due diligence activities with its suppliers or represents that it has already done so.

INSPECTION

Goods purchased under this Purchase Order are subject to Buyer's reasonable inspection, testing, and approval at Buyer's destination. Buyer reserves the right to reject and refuse acceptance of goods which are not in accordance with this Purchase Order or Seller's representation or warranties, expressed or implied, Buyer will charge Seller for the cost of inspecting rejected goods. Rejected goods may be returned to Seller, or held by Buyer, at Seller's risk and expense. Payment for any goods under this Purchase Order shall not be deemed acceptance of the goods.

INDEMNIFICATION

Seller agrees to defend, indemnify and hold the Buyer, its successors, assigns, employees, customers, and users of the goods or services harmless against all claims, liability, damage, loss, and expenses, including attorney's fees, incurred relating to or caused by:

- a) any patent, trademark and copyright infringement liability or expenses arising out of the use or sales of the goods by this Purchase Order and, after notice, to appear and defense at its own expenses any such suits in law or equity. If buyer is enjoined from use of the goods, Seller shall, within reasonable time and at no additional cost to Buyer, repurchase the goods at the contract price.
- b) failure of the goods or services to meet the requirements of law, including without limitation the following statutes: U.S. Federal Food, Drug and Cosmetic Act; Biological Products section of the U.S. Public Health Service Act; EU Restrictions of Hazardous Substances Directive (RoHS – 1 and RoHS – 2); EU REACH Directive; and the Waste Electrical and Electronic Equipment Directive 2012/19/EU of the European Parliament and of the European Council of 24th July 2012 and The Batteries Directive

2006/66/EC of the European Parliament and of the European Council of 6th September 2006 and its amendments and any other environmental product stewardship directives.

REGULATORY COMPLIANCE

Seller agrees to execute, in a form acceptable to Buyer, as to all products subject to the Consumer Protection (Trade Description and Safety Requirements) Act, Poison Act, Environmental Public Health Act, Medicines Act, Sale of Food Act and any regulations made under any of the aforesaid Acts and any other applicable laws or regulation, a General and Continuing Guarantee of compliance with such laws and regulations.

INSURANCE

If services are performed under this Purchase Order on Buyer's premises, Seller shall obtain Premises-Operations, Personal Injury, and Independent Protective Liability endorsements, and shall further obtain Workers' Compensation, Employer's Liability and Automotive insurance coverage.

RISK OF LOSS

Seller shall bear the risk of loss or damage to the goods covered by this Purchase Order until they are delivered to and accepted by the Buyer.

PROPRIETARY INFORMATION

Seller understand that during work on this Purchase Order, he may gain access to information that is designated as proprietary to the Buyer or to other parties and agrees to use any such proprietary information only in the performance of obligation under this Purchase Order. Seller will not publish or disclose any such proprietary information without prior written approval of the Buyer.

USE OF SELLER'S INFORMATION

All information disclosed to Buyer in connection to this Purchase Order is furnished as part of the consideration for Buyer's placement of this Purchase Order. This information is not to be treated as confidential or proprietary, and no claim will be asserted against Buyer, its assigns, or customers, for its disclosure or use.

BUYER-FURNISHED MATERIAL

Seller shall not use, reproduce, or appropriate for or disclose to anyone other than the Buyer, any material, tooling, dies, drawings, design, or other property or information furnished by Buyer without Buyer's prior written approval. Title to all material shall remain in Buyer at all times, and where practicable the material shall be clearly marked or tagged to indicate this ownership. Seller bears the risk of loss or damage to the material until it is returned to Buyer. All material, whether or not spoiled or used, shall be returned to Buyer at termination or completion of this Purchase Order unless Buyer shall otherwise direct.

ASSIGNMENT; SUBCONTRACTING

Seller shall not assign this Purchase Order or subcontract any material portion of the performance of it without Buyer's prior written consent.

SUBSTITUTION

No substitution of any material may be made without Buyer's prior written consent.

SHIPMENT OR DELIVERY SCHEDULE

Shipment or deliveries shall be in accordance with the schedule established by this Purchase Order. If Seller does not, or appears that it will not meet such schedule, Buyer may, in addition to any other rights or remedies provided by law or this Purchase Order, require that Seller ship via expedited routing to meet such schedule or to recover the time lost, and the cost difference shall be paid by Seller.

OVER-SHIPMENT

Over-shipment of material not approved by Buyer in writing will be returned at Seller's expense, if such over-shipment exceeds 10% of the total ordered volume or value, whichever is smaller.

TERMINATION AND REMEDIES

Buyer may terminate this Purchase Order, or any part thereof, by written notice to Seller if Seller defaults for any reason including, but not limited to the following circumstances:

- (a) If Seller fails to perform within the time specified or extension agreed to in writing by Buyer;
- (b) If Seller fails to comply with other provisions of this Purchase Order, or fail to make progress so as to endanger its performance of this Purchase Order in accordance with its terms, and does not remedy such failure within ten (10) days of notice from the Buyer or such longer period as Buyer may in writing authorize;
- (c) If Seller breaches any warranty under the Warranty section of this Purchase Order; or
- (d) If Seller becomes insolvent or is subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of default or breach by Seller or rightful rejection of acceptance of the goods by Buyer, Buyer may cancel this Purchase Order and recover so much of the price as has been paid together with any incidental and consequential damages. In addition to any other remedy, provided by law or this contract, Buyer may 'cover' by making, in good faith and without unreasonable delay, and reasonable purchase of or contract to purchase goods in substitution for those due from the Seller and shall recover from Seller as damages the difference between the cost of 'cover' and the contract price together with any incidental or consequential damages.

APPLICABLE LAWS

This Purchase Order shall be governed, construed and enforced in accordance with the laws of the country where the Buyer is incorporated.

UNITS OF MEASURE

BX = Box	FT = Foot	LB = Pound	RL = Roll
CM =Centimeter	GL = Gallon	LT = Liter	SF = Square Foot
EA = Each	GM = Gram	MT = Meter	SM = Square meter