

Terms and Conditions of Purchase

1. ACCEPTANCE AND TERMS AND CONDITIONS:

(a) Seller may accept this order by signing the acceptance copy and returning it to Purchaser. Purchaser's orders from Seller via electronic data interchange (EDI), facsimile, telephone and/or internet modes of communication are also covered and governed by these Conditions of Purchase. In the absence of such written acknowledgment, Seller's full or partial performance under this order also will constitute acceptance. By acceptance of this order, Seller agrees to be bound by, and to comply with, all the terms and conditions of this order, and all specifications and other documents referred to in this order.

(b) These terms and conditions apply to everything listed in this order and constitute Purchaser's offer to Seller, which Purchaser may revoke at any time before Seller accepts it. This order does not constitute an acceptance by Purchaser of any offer to sell, any quotation, or any proposal from Seller. Reference in this order to any such offer to sell, quotation, or proposal shall in no way constitute a modification of any of the terms and conditions of this order. TERMS AND CONDITIONS THAT ARE DIFFERENT FROM OR IN ADDITION TO THE TERMS AND CONDITIONS IN THIS ORDER, WHETHER CONTAINED IN ANY ACKNOWLEDGMENT OF THIS ORDER, OR WITH DELIVERY OF ANY GOODS OR SERVICES UNDER THIS ORDER, OR OTHERWISE, SHALL NOT BE BINDING ON PURCHASER, WHETHER OR NOT THEY WOULD MATERIALLY ALTER THIS ORDER, AND PURCHASER HEREBY OBJECTS THERETO. THE TERMS AND CONDITIONS IN THIS ORDER MAY ONLY BE MODIFIED BY A WRITTEN AGREEMENT EXECUTED BY A DULY AUTHORIZED REPRESENTATIVE OF PURCHASER.

2. DEFAULT: Time is of the essence for this order. Purchaser may by written notice of default to Seller: (a) terminate the whole or any part of this order in any one of the following circumstances: (i) if Seller fails to perform within the time specified herein or any extension thereof agreed to by Purchaser in writing; or (ii) if Seller fails to perform any of the other provisions of this order, or so fails to make progress as to endanger performance of this order in accordance with its terms, and in the circumstances set out in clause (ii) does not cure such failure within a period of ten (10) days after receipt of notice from Purchaser specifying such failure; and (b) procure, upon such terms as it shall deem appropriate, supplies or services similar to those so terminated. Seller shall continue performance of this order to the extent not terminated and shall be liable to Purchaser for any excess costs for such similar supplies or services. As an alternate remedy, and in lieu of termination for default, Purchaser, at its sole discretion, may elect (i) to extend the delivery schedule and/or (ii) to waive other deficiencies in Seller's performance, in which case an equitable reduction in the price shall be negotiated. In the event Seller for any reason anticipates difficulty in complying with the required delivery date, or in meeting any of the other requirements of this order, Seller shall promptly notify Purchaser in writing. If Seller does not comply with Purchaser's delivery schedule, Purchaser may require delivery by fastest way and charges resulting from the premium transportation must be fully prepaid and absorbed by Seller. If this order is terminated due to Seller's default or bankruptcy,

in addition to any other remedies Purchaser may have, Seller will grant Purchaser a perpetual, royalty-free, fully paid, non-exclusive license to use the Technical Information (as hereinafter defined) relating to the products and services provided hereunder (“Products”) including, without limitation, the process and other information used in manufacturing the Products, their production and application. Seller shall promptly provide Purchaser such documentation, data, or other information concerning such Technical Information, at Seller’s expense, as Purchaser may request. The obligation in the preceding sentence shall include, without limitation, the obligation of Seller to reduce Technical Information to writing and to videotape manufacturing and other processes, and to otherwise provide Technical Information in a usable format as requested by Purchaser.

3. **INSPECTION:** All goods and services (which term throughout this Section 3 includes without limitation raw materials, components, intermediate assemblies, tools, engineering, design/development work, and end products) shall be subject to inspection and test by Purchaser and its customer at all times and places, including the period of manufacture and in any event prior to final acceptance by Purchaser and its customer. If any inspection or test is made on the premises of Seller or its supplier, Seller without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. Final acceptance or rejection of the goods or services shall be made as promptly as practical after delivery, except as otherwise provided in this order, but failure to inspect and accept or reject goods or services or failure to detect defects by inspection, shall neither relieve Seller from responsibility for such goods or services as are not in accordance with the requirements of this order, nor impose liabilities on Purchaser therefor.

4. **WARRANTIES:** Seller warrants that prices charged for the goods and services purchased hereunder are not higher than those charged to any other customer for goods and/or services of like grade and quality in similar or lesser quantities. Seller warrants that all goods and services sold hereunder will be free of any claim of any nature by any third person and that Seller will convey clear title thereto to Purchaser as provided hereunder. Seller warrants and represents that all goods sold hereunder or pursuant hereto will be of merchantable quality, free from all defects in design (as to designs provided by or on behalf of Seller), workmanship and materials, and will be fit for the particular purposes for which they are purchased. Any attempt by Seller to limit, disclaim, or restrict any such warranties or any remedies of Purchaser, by acknowledgment or otherwise, in accepting or performing this order, shall be null, void, and ineffective without Purchaser’s written consent. Seller’s warranties shall run to Purchaser, its successors, assigns, customers at any tier, and ultimate users and joint users.

5. **REMEDIES:** Unless expressly indicated otherwise, any right or remedy of Purchaser set forth in this order shall not be exclusive, and, in addition thereto, Purchaser shall have all rights and remedies under applicable law, including, without limitation, injunctive and/or equitable relief.

6. **REJECTIONS:** If any of the goods are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of this order, including any applicable drawings and specifications, Purchaser, in addition to such other rights, remedies and choices as it may have by contract or by law or equity, at its option and sole discretion may:

reject and return such goods at Seller's expense; require Seller to inspect the goods and remove nonconforming goods; and/or require Seller to replace nonconforming goods with goods that conform to this order. If Seller fails to make the necessary inspection, removal and replacement in accordance with the foregoing in a time and manner satisfactory to Purchaser, Purchaser may at its option inspect and sort the goods; Seller shall pay the cost thereof.

7. PURCHASER'S PROPERTY:

(a) All tools, tool drawings, materials, drawings, computer software, documents, data, information supplied pursuant to any confidentiality agreement or any other tangible or intangible property of any nature whatsoever furnished to Seller by Purchaser or specifically paid for in whole or in part by Purchaser, and any replacement thereof, or any materials or other such property affixed or attached thereto, shall be and remain the personal property of Purchaser, and, unless otherwise specifically agreed in writing by Purchaser, shall be used only by Seller solely to render services or provide goods to Purchaser.

(b) If this order funds the development of any item; including without limitation any composition of matter, article of manufacture, machine, process, method, software program, or database; or results in any idea, invention, or work of authorship which may be subject to patent, copyright, trademark or trade secret protection; Seller hereby agrees to assign all right, title and interest in and to said item, idea, invention or work of authorship to Purchaser. Seller shall notify Purchaser of the development of such item, idea, invention, or work of authorship and shall cooperate with and assist Purchaser in every reasonable way to perfect its right, title and interest, such as by executing and delivering all additional documents reasonably requested by Purchaser in order to perfect, register, and/or enforce the same, and Purchaser shall reimburse Seller for reasonable costs incurred by Seller in providing such assistance.

8. **CHANGES:** Purchaser at any time shall have the right to make changes in this order. If any such changes causes an increase or decrease in the cost of, or the time required for the performance of, any work under this order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and this order shall be modified in writing accordingly. Any claim by Seller for adjustment under this clause must be asserted in writing (accompanied by appropriate detail) within 15 days from the date of receipt by Seller of the notification of change. Any change in this order shall be authorized only by a duly executed Purchase Order Amendment hereto.

9. CONFIDENTIAL OR PROPRIETARY INFORMATION:

(a) Notwithstanding any document marking to the contrary, any knowledge or information which Seller shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the goods or services covered by this order shall not, unless otherwise specifically agreed to in writing by Purchaser, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser free from any restrictions of use or disclosure (other than a claim for patent infringement), as part of the consideration for this order.

Seller shall keep confidential any technical, process, economic, or other information derived from drawings, specifications and other data furnished by Purchaser in connection with this

order (whether in tangible, intangible, electronic or other format) and shall not divulge, export, or use, directly or indirectly such information for the benefit of any other party without obtaining Purchaser's prior written consent. Except as required for the efficient performance of this order, Seller shall not use such information or make copies of or permit copies to be made of such drawings, specifications, or other data without the prior written consent of Purchaser. Upon completion or termination of this order, Seller shall promptly return to Purchaser all materials of whatever media incorporating any such information and any copies thereof, except for one record copy. Seller agrees that no acknowledgment or other information concerning this order and the goods or services provided hereunder will be made public by Seller without the prior written agreement of Purchaser.

10. WORK ON PURCHASER'S PREMISES; INDEMNITIES; INSURANCE:

(a) If Seller's work under this order involves operations by Seller on the premises of Purchaser or one of its customers, Seller shall take all necessary precautions to prevent the occurrence of any injury to persons or damage to property, including without limitation following any rules, procedures or other requirements of Purchaser.

(b) Seller agrees that it shall indemnify and hold Purchaser, and its officers, directors, employees and agents (collectively, the "Indemnitees") harmless from and against any and all damages, claims, losses, expenses, costs, obligations, fines, penalties and other liabilities including, without limiting the generality of the foregoing, liabilities for attorneys' fees ("Loss and Expense"), suffered, directly or indirectly, by an Indemnitee by reason of, or arising out of, (i) any breach of any representation or warranty made by Seller pursuant to this order, (ii) any failure by Seller to perform or fulfill any of its covenants or agreements set forth in this order, or (iii) any injury to persons or damage to property during the progress of the work referred to in paragraph (a) which may result in any way from any act or omission of Seller, its agents, employees or subcontractors, except to the extent that any such injury or damage is due solely and directly to Purchaser's or its customer's negligence, as the case may be, or (iv) any litigation, proceeding or claim by any third party relating in any way to the obligations of Seller under this order. Without limiting the generality of the foregoing indemnities, Seller hereby waives any immunity it may have as an employer or otherwise pursuant to any workers' compensation or other statute, law or regulation, whether Purchaser is seeking indemnity pursuant hereto or in any other manner with respect to any claim whatsoever.

(c) Seller shall maintain All Risks Property Insurance (including evidence of coverage of Purchaser's property referred to in Section 7, above), Comprehensive General Liability (including Contractual Liability coverage insuring the liabilities assumed above), Automobile Liability and Employers' Liability insurance with appropriate limits, including those reasonably required by Purchaser, as well as appropriate Workers' Compensation insurance as will protect Seller from all claims under any applicable workers' compensation and occupational disease acts. All such insurance shall be provided by an issuer with no less than an "A-" Best's Rating. Seller shall furnish to Purchaser, upon request, a Certificate of Insurance completed by its insurance carrier(s) certifying that the required insurance coverages are in effect, with waiver of subrogation, naming Purchaser as an additional insured, and containing a covenant that such

coverage will not be cancelled or materially changed until 10 days after prior written notice has been delivered to Purchaser.

11. **INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS:** Seller shall defend any suit or proceeding brought against Purchaser or its customers that is based on a claim that any software, article or apparatus, or any part thereof constituting goods or services furnished under this order, as well as any device or process necessarily resulting from the use thereof, constitutes an infringement of any intellectual property rights of others, if notified promptly in writing and given authority, information, and assistance (at Seller's expense) for the defense of same, and Seller shall pay all damages and costs awarded therein. In case use of said article, apparatus, part, device, software or process is enjoined, Seller shall, at its own expense and at its option, either: procure for Purchaser the right to continue using said article or apparatus, part, software or device; or replace same with a non-infringing equivalent.

12. **COMPLIANCE WITH LAWS:** Seller represents, warrants, certifies and covenants that in connection with performance under this order that: It has, and the goods and services provided hereunder have, complied with all applicable laws, rules and regulations. Every delivery by the Seller pursuant to this order will constitute a certification that it has complied with the requirements of this Section 11. From time to time, at Purchaser's request, Seller shall provide documentation to Purchaser relating to any applicable legal requirements, in each case in form and substance reasonably satisfactory to Purchaser. If, at any time, Purchaser reasonably believes that any certification of the Seller is untrue or in any way misleading, Purchaser shall have the right to immediately terminate this order without any compensation whatsoever to Seller and without prejudice to any other remedy available to it.

For government contracts and subcontracts within applicable OFFCP thresholds, this contractor and any subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability and protected veteran status, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or disability.

The provisions of 41 C.F.R. Section 60-1.4(a), 41 C.F.R. Section 60-300.5(a), 41 C.F.R. Section 60-741.5(a), and 29 C.F.R. Part 471 are, as applicable, hereby incorporated by reference.

13. **DISPUTE RESOLUTION:**

(a) All disputes arising out of this order shall be resolved by arbitration in accordance with the Commercial Arbitration Rules (as amended and effective on the date of the Demand, the "Arbitration Rules") of the AAA. The hearing and all other proceedings and documents in such arbitration shall be conducted in the English language in Pittsburgh, Pennsylvania. The arbitrator(s) shall, with reasonable diligence, render a final decision with respect to the Dispute as disclosed in the Demand and the answering statement, if any, filed by the other party. The decision shall be rendered within 90 days after the commencement of the hearing, unless the

arbitrator(s) find it necessary to extend this period to hear the dispute or reasonably render a decision. Until the award is issued, performance under this order shall continue in the manner and form existing prior to the dispute but subject to adjustment as a result of the award. The provisions of this Section 12 shall be a complete defense to any suit, action or proceeding instituted in any federal, state or local court or before any administrative tribunal with respect to any Dispute arising with regard to this order.

(b) In connection with enforcing any arbitration award entered pursuant to this Section 12, or any other action related to this order, Seller hereby consents and submits to jurisdiction of the state and Federal courts seated in Allegheny County, Pennsylvania any action at law, suit in equity or other proceeding that may arise out of this order. Seller also agrees during the periods of performance and warranty to maintain within the Commonwealth of Pennsylvania an agent to accept service of legal process on its behalf. Seller will require such agent to acknowledge such appointment in writing to Purchaser, and such agent will agree in writing to Purchaser that such appointment may not lapse or otherwise terminate without prior written notice to Purchaser at least 180 days prior to such lapse or termination.

14. MISCELLANEOUS:

(a) **PAYMENT TERMS:** The payment terms applicable to this order shall be Purchaser's payment terms in effect from time to time on the date payment is made by Purchaser to Seller.

(b) **SET-OFF:** Purchaser shall be entitled at all times to set off any amount owing at any time from Seller or any of its components or affiliated entities to Purchaser or any of its components or affiliated entities against any amount payable at any time by Purchaser in connection with this order.

(c) **SUSTAINABILITY:** Seller shall act in accordance with the ten principles of the UN Global Compact (<https://www.unglobalcompact.org/what-is-gc/mission/principles>), including endeavoring to minimize its impact to the environment and to not infringe on Labour or Human Rights.

(d) **TRANSPORTATION AND PACKAGING:** Except as otherwise agreed in writing by Purchaser and Seller: All the prices are established as F.O.B. Destination, Delivered Destination Duty Paid, Inland Freight Collect; Title transfer will take place at Purchaser's factory or other designated delivery location, and the responsibility for freight damaged merchandise will be assumed by Seller; Seller will be responsible for all import documentation and related fees and expenses; and insurance from the place of shipment to the named place of delivery in the country of importation; No charges for unauthorized transportation will be allowed; Any unauthorized shipment which will result in excess transportation charges must be fully prepaid by Seller. Seller shall take reasonable precautions to assure that quantities, weights and identification, as stated on packing lists, are correct. Seller shall reimburse Purchaser for any fines, penalties or other costs associated in any way with packing list errors.

(e) **ANTICIPATION OF DELIVERY SCHEDULE:** Unless otherwise agreed in writing, Seller shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet Purchaser's delivery schedule. It is Seller's

responsibility to comply with this schedule but not to anticipate Purchaser's requirements. Goods shipped to Purchaser in advance of schedule may be returned to Seller at Seller's expense.

(f) **LEAD TIMES:** Seller acknowledges that from time to time Seller will quote lead times to Purchaser, which Purchaser will electronically enter into its system. Such lead times shall at all times be acceptable to Purchaser, and if Purchaser requests shorter lead times, Seller will use reasonable efforts to comply with Purchaser's request. Once the lead time is entered into Purchaser's system, Seller may change lead times only with Purchaser's prior written consent.

(g) **EDI:** If Seller is on Purchaser's EDI or EDI to FAX system, Seller acknowledges that the terms and conditions herein stated apply to each order placed pursuant to EDI or EDI to FAX, even though these terms and conditions are not separately transmitted with each order.

(h) **APPLICABLE LAW:** All matters relating to this order and any agreement resulting here from and any amendment thereto shall be governed by the internal substantive law of the Commonwealth of Pennsylvania, without regard to conflict of law principles. Each of Seller and Purchaser acknowledge that the United Nations Convention on Contracts for the International Sale of Goods is not applicable to these terms and conditions or the sale of Products or the providing of services hereunder and the parties expressly opt out of its application.

(i) **WAIVER; MODIFICATION:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. The failure of Purchaser to enforce at any time or for any period of time any of the provisions hereof shall not be construed to be a waiver of such provisions or of the right of Purchaser thereafter to enforce each and every such provision. This agreement can be modified or rescinded only by a writing signed by both of the parties.

(j) **TERMINATION:** Purchaser may terminate all or any part of this order for convenience at any time by written notice to Seller. Upon such termination, Purchaser's liability shall be limited to reasonable termination charges mutually agreed by Seller and Purchaser, provided that Seller must specify any proposed charges in writing within 30 days of termination. In no event will Purchaser have any obligation to pay termination charges as to goods or services where termination was outside of the lead time pursuant to subsection (e), above.

(k) **ENTIRE AGREEMENT; PARTIAL INVALIDITY:** This order, with such documents as are expressly incorporated herein by reference, is intended by the parties as a final expression of their agreement with respect to such terms as are included herein, and is intended also as a complete and exclusive statement of the terms of their agreement.