

## GENERAL TERMS AND CONDITIONS OF PURCHASE

- Acceptance.** This document, which is a part of Purchaser's Purchase Order, together with any exhibits, attachments or other documents incorporated by reference (collectively, the "Order"), is an offer by Purchaser to purchase the goods or services indicated on the Order upon the terms and conditions contained herein. Supplier's acceptance of the Order is expressly conditioned upon Supplier's agreement to all of the terms and conditions set forth herein. Terms or conditions contained in any prior, contemporaneous or subsequent communication from Supplier or Purchaser (whether written, verbal or transmitted through electronic means, including but not limited to catalogs, merchandise material, delivery documents, and acknowledgements) that submit, propose, or state any additions, changes, deviations, or modifications to the Order, shall automatically be deemed void, objected to and rejected by Supplier and Purchaser. By acknowledging receipt of the Order, or by supplying the goods described in the Order, Supplier agrees to the terms and conditions set forth herein. Once accepted, the Order is the final and complete expression of agreement between the parties, setting forth the entire agreement between the parties regarding the Order. Any terms not contained herein, or otherwise referenced or incorporated herein, are not a part of the Order.
- Modification.** Subject to Purchaser's rights to make changes to the Order, including as described in Section 15 (Changes) below, none of the terms or conditions contained herein may be added to, modified, superseded or otherwise altered, except by a written instrument specifically referencing the affected provision of the Order and signed by the President or a Senior Vice President of Purchaser (each, an "Authorized Officer") and an authorized representative of Supplier.
- Payments.** Unless otherwise stated on the face of the Order, payment shall be due forty-five (45) days after Purchaser's receipt of an undisputed invoice. All invoices shall state the Order number, as reference. No invoice shall be transmitted prior to time of shipment of goods to Purchaser. Purchaser may withhold any payment due hereunder to such extent as may be necessary to protect Purchaser from loss resulting or arising from any breach by Supplier of any of the provisions of the Order or any anticipated loss due to a reasonable doubt that the goods will fulfill the requirements of the Order. Purchaser may withhold payment hereunder for Supplier's failure to provide insurance certificates that comply with the requirements of the Order. Payment shall be deemed to have been made when deposited in the mail or sent by electronic delivery. Payment of an invoice shall not constitute acceptance of the goods and shall be subject to appropriate adjustment for failure of Supplier to meet the requirements of the Order. Invoices, short payments, credits, payments, vouchers, debits and other accounts receivable or accounts payable considered by either party to be owed or due, which have been outstanding for two years, and are not subject to an ongoing claim or dispute, shall be deemed not owed, closed, and withdrawn, and shall no longer considered due to or owed by either party.
- Taxes.** By virtue of resale certificate, Purchaser hereby claims an exemption from the payment of all sales and use taxes to the Supplier upon its purchase of any and all items identified as non-taxable in the Order. Unless otherwise specified in the Order, the price includes all applicable federal, state, and local taxes, duties, and other governmental charges and fees imposed on the sale, use, production, or handling of the goods. If applicable law or regulation requires the payment of any sales or use taxes on account of a transaction, which tax is imposed upon Purchaser, then such amount of tax shall be stated separately on the invoice and accrued and paid directly by Supplier to the applicable governmental entity as required by law. If Purchaser incurs any additional taxes or penalties from a taxing authority due to incorrect or incomplete information furnished by Supplier, Supplier will be responsible for all such additional taxes, penalties, and any legal expenses. Supplier shall be liable for all taxes applicable to income or profits of Supplier.
- Setoff.** Purchaser shall have the right to credit, toward the payment of any amounts that may become due to Supplier under the Order, any sums which are now or hereafter may be owed to Purchaser or any affiliate of Purchaser by Supplier or by an affiliate of Supplier.
- Transportation.** All sales are F.O.B. Purchaser's designated point of delivery unless otherwise expressly stipulated by Purchaser. Extra charges, including but not limited to charges for packing, boxing or cartage under the Order will not be permitted except as agreed to in writing by the parties. When shipping charges are Purchaser's responsibility, in whole or in part, Supplier shall obtain Purchaser's prior written approval for shipping charges, and shall ship by the most economical means reasonably available.
- Risk of Loss.** Risk of loss or damage of the goods shall remain with Supplier until actual delivery of the goods to Purchaser or its customers at the delivery point specified on the Order, or at such other delivery point as may be specified in writing by Purchaser.
- Time.** Timely completion and delivery of the Order is of the essence. Late delivery or otherwise unsatisfactory service will be considered cause for cancellation or rejection of custom goods and non-custom goods at no expense to Purchaser. Supplier shall be liable for all costs and damages associated with failure to meet delivery dates, including but not limited to, increased cost of goods in a spot market, downtime, lost production, and late charges incurred by Purchaser from its customers. If at any time Supplier has reason to believe that deliveries will not be made as scheduled, Seller shall immediately provide written notice to Purchaser setting forth the cause and duration of the anticipated delay. Acceptance of late delivery of goods shall not be deemed a waiver of Purchaser's right to hold Supplier liable for any loss or damage resulting therefrom, nor shall it act as a modification of any of Supplier's performance obligations hereunder.
- Inspection.** Purchaser and its customer have the right to inspect and test all goods at Supplier's plant, any sub-supplier's plant, or a third-party inspection location during manufacture, upon completion, and at destination before acceptance. Inspection of goods, failure to inspect goods, acceptance of goods, or failure to ascertain or discover defects or non-conformances shall in no way constitute a waiver of any representations or warranties or any rights Purchaser may have pursuant to the Order. Receipt of goods by Purchaser or its customer, or inspection or testing of goods received by Purchaser or its customer, shall not constitute acceptance of such goods; and payment by Purchaser shall not constitute acceptance of such goods. Purchaser may reject or revoke acceptance of any and all goods found by Purchaser: (a) not to be in compliance with: (i) the warranties applicable to such goods, (ii) the specifications, design, drawings, or descriptions for such goods, or (iii) with any other term or instruction set out in the Order; (b) to be unsatisfactory; (c) to be suspect due to defects or nonconformities in similar goods; or (d) to have been rejected or returned by Purchaser's customers. If any goods are rejected or acceptance is revoked, Purchaser may, without prejudice to any other rights or remedies, and without authorization from Supplier, return the goods or any part thereof to Supplier, and all amounts theretofore paid by Purchaser to Supplier on account of the purchase price of such returned goods, together with any costs incurred by Purchaser in connection with the original delivery or return of such goods, shall be repaid to Purchaser by Supplier or setoff by Purchaser. In the event of any rejection or revocation of acceptance of any goods, Supplier shall have no right to cure the defect causing rejection or revocation of acceptance or to furnish replacement goods, although Purchaser may, in its sole discretion, elect to require correction or cure of such defect or the furnishing of replacement goods, all at the sole cost and expense of Supplier.
- Warranty.** Supplier warrants that all goods supplied under the Order will be: (i) in strict accordance with the specifications, samples, drawings or other descriptions provided by or through Purchaser, and all applicable performance and material standards, including without limitation, those defined by the American National Standards Institute (ANSI) and the American Society for Testing and Materials (ASTM); (ii) new (unless otherwise expressly stated on the Order), (iii) merchantable and free from defects; (iv) to the extent that Purchaser or its customer relies on Supplier to specify or select the goods, fit for the purpose for which they are intended; and (v) produced in compliance with all laws, rules, regulations, and standards, including without limitation, the Occupational Safety and Health Act (OSHA). Supplier further warrants that: (i) the goods (including, but not limited to, the manufacture, sale, and Purchaser's or its customer's intended use, of such goods) do not and will not infringe on any patents or other proprietary interests (including, but not limited to, copyrights, trademarks, and trade secrets); (ii) it has, and will convey to Purchaser, good and marketable title to the goods, free and clear of all security interests and all other liens and encumbrances; and (iii) none of the goods contain arsenic, asbestos, benzene, polychlorinated biphenyls (PCBs), carbon tetrachloride, lead, cadmium, mercury, hexavalent chromium, polybrominated biphenyls (PBBs), polybrominated biphenyl ethers (PBDE), or any other hazardous substances, unless expressly agreed otherwise by Purchaser in writing. Supplier further warrants that all services will be performed in accordance with the standards of care and diligence normally practiced by persons in Purchaser's industry performing similar services and in the best workmanlike manner. If goods require calibration, filling, or assembly (including assembly to other goods),

Supplier shall provide Purchaser written instructions and procedures, train Purchaser's or customer's personnel on such procedures when necessary, and certify Purchaser's or customer's personnel and facilities as needed, which training and certification shall be subject to the same warranty as other services provided by Supplier. Supplier agrees and acknowledges that all warranties shall be assigned and passed on to Purchaser's customers. If Purchaser's customer or any other third-party makes a claim relating to any good or service provided by Supplier, Supplier will, to the extent Purchaser requests, directly participate in responding to such claim. Such participation shall not diminish, limit, waive, or otherwise impair Purchaser's right to satisfy any such claim, or any of its rights in connection therewith or under the Order. The representations and warranties set forth herein shall survive any inspection, delivery, or acceptance of, or payment for, the goods or services, as well as completion of the Order or termination of any portion of the Order.

11. **Hold Harmless And Indemnity.** SUPPLIER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS PURCHASER FROM AND AGAINST ALL ACTIONS, LOSSES, CLAIMS, DAMAGES, LIABILITIES, AND SETTLEMENTS, AS WELL AS COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES (COLLECTIVELY, "DAMAGES"), WHICH (i) ARISE DIRECTLY OR INDIRECTLY FROM SUPPLIER'S BREACH OF ANY OF ITS REPRESENTATIONS, WARRANTIES, COVENANTS OR OTHER OBLIGATIONS UNDER THE ORDER OR (ii) ARISE FROM THE ORDER OR SUPPLIER'S, OR ITS AGENTS' OR SUBCONTRACTORS' PERFORMANCE THEREUNDER, OR FROM THE SALE, USE, DESIGN, MANUFACTURE, MARKETING, OR QUALITY OF GOODS SUPPLIED UNDER THE ORDER, INCLUDING CLAIMS ARISING FROM (A) BODILY INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS, (B) DAMAGE TO OR DESTRUCTION OF ANY PROPERTY, INCLUDING LOSS OF USE THEREOF AND DAMAGE TO THE ENVIRONMENT, (C) DEFECTS IN, OR REJECTIONS OR RETURNS OF, GOODS SUPPLIED UNDER THE ORDER, OR (D) PATENT INFRINGEMENT OR OTHER VIOLATIONS OF INTELLECTUAL PROPERTY RIGHTS. THIS INDEMNITY SHALL EXTEND TO DAMAGES BASED ON PURCHASER'S WARRANTY OBLIGATIONS, EXPRESS OR IMPLIED, WHETHER BY CONTRACT OR IN LAW OR EQUITY, TO ITS CUSTOMER OR OTHERS, AND TO PRODUCT LIABILITY BASED ON STRICT LIABILITY. NOTWITHSTANDING THE FOREGOING, THIS INDEMNITY DOES NOT EXTEND TO DAMAGES TO THE EXTENT CAUSED BY PURCHASER'S GROSS NEGLIGENCE OR INTENTIONAL OR WILLFUL MISCONDUCT. FOR PURPOSE OF THIS INDEMNITY, "PURCHASER" SHALL MEAN PURCHASER AS WELL AS ITS AFFILIATES AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES. SUPPLIER'S INDEMNIFICATION OBLIGATIONS SHALL SURVIVE THE ORDER AND BE ENFORCEABLE AS A SEPARATE AGREEMENT.

12. **Insurance.** Supplier agrees to carry at all times, and with companies having an AM Best Rating of A or better and Financial Standing of 7 or better, insurance of the kinds and in the minimum amounts listed below:

- Workers Compensation, with statutory limits in each state in which Supplier is required to provide workers compensation coverage.
- Employers Liability of not less than \$1,000,000 per employee.
- Comprehensive General Liability, including Contractual Liability, Independent Contractors Liability, Products and/or Completed Operations Liability, and Personal Injury/Property Damage Coverage, of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate.
- Automobile Liability - For owned, non-owned and hired vehicles, not less than \$1,000,000 per occurrence.
- Umbrella Liability - Follow-form policy covering Employers Liability, Comprehensive General Liability, Automobile Liability, and including a Time-Element Pollution Liability in a combined single limit of not less than \$10,000,000.
- Pollution Liability - if excluded from Umbrella Liability, not less than \$5,000,000 per occurrence and in the aggregate.
- Product Recall - not less than \$1,000,000 per occurrence.

Supplier further agrees to furnish Purchaser with Certificates of Insurance and Endorsements (including additional insured, waiver of subrogation, primary policy, product liability, product recall, pollution and follow-form umbrella) evidencing the specified coverage, identifying Purchaser as a named additional insured and stating that the policies may not be changed or terminated without at least 30 days prior written notice to Purchaser. Such insurance shall be primary to, and receive no contribution from, any insurance maintained by or on behalf of Purchaser, and Purchaser shall not be responsible or liable for any deductibles, self-insured retentions or

premiums of Supplier's insurance. Where Purchaser is an additional insured, such insurance shall be without any limitation that restricts the scope of coverage afforded thereunder to Purchaser to less than that afforded to Supplier. Supplier's underwriters and/or insurers waive their rights of subrogation against Purchaser and its insurers.

13. **Pricing.** No extra charges, fees, costs, or compensation of any kind will be allowed unless specifically agreed to in writing by Purchaser. Supplier warrants that the prices for the goods sold to Purchaser under the Order are no less favorable than those currently extended to any other customer of Supplier for the same or like goods in quantities equal to or less than those annually sold to Purchaser. In the event that Supplier reduces its prices for goods before the Order is filled, Supplier agrees that the price of the goods subject to the Order shall be contemporaneously and correspondingly reduced.

14. **Audit Rights.** The Supplier shall keep full and detailed accounts as may be necessary and satisfactory to Purchaser to ensure compliance with the pricing structure under the Order. Purchaser, its agents and customers shall be afforded access to review and copy all of Supplier's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to the Order, and Supplier shall preserve all such records for a period of five (5) years after final payment.

15. **Changes.** Purchaser reserves the right to make changes at any time in any one or more of the following: specifications, drawings, design, and data for goods to be specifically manufactured for Purchaser or Purchaser's customers, as well as method of shipment or packing, time or place of delivery or quantities of goods (increase or decrease). If any such change or changes causes an increase or decrease in the cost of or time required for performance of the Order, Purchaser and Supplier shall equitably adjust the Order price or delivery schedule or both. Supplier shall not unilaterally change the Order or substitute goods. Nothing contained in this paragraph shall excuse or release Supplier from proceeding without delay in the performance of the Order as changed.

16. **Cancellation/Termination.** Purchaser may cancel the Order at any time prior to receipt of goods. As to non-custom goods, any cancellation shall be without cost or penalty except for shipping charges for goods in transit. As to custom goods designed and manufactured exclusively for Purchaser, Purchaser and Supplier shall equitably determine a cancellation charge for such goods taking into account the liability of Purchaser's customer to Purchaser for such cancellation. Notwithstanding anything to the contrary contained herein, Purchaser reserves the right at any time to terminate the Order without any cost, penalty, or liability to the extent that the Order covers goods or services to be used by Purchaser in performing a contract for the United States government (including any branch, bureau or agency thereof) or a subcontract pursuant to such a contract, and such contract with the government is terminated by said government. The rights of Purchaser and Supplier in such event shall be governed by the applicable Procurement Regulations relating to the termination of subcontracts under Purchaser's contract with the United States government or subcontract under such contract, and such Regulations are incorporated in the Order as though set forth herein in full. Purchaser may return to Supplier unused goods in resalable condition for a refund or credit of the purchase price, less any applicable freight.

17. **Drawings, Specifications and Technical Information.** Drawings, data, designs, inventions, and other technical information supplied by Purchaser or Purchaser's customer in connection herewith (hereinafter called "Data"), shall remain the property of the party that supplied the Data and shall not be reproduced, used, or disclosed to others by Supplier without Purchaser's prior written consent. Upon completion of work by Supplier under the Order, Supplier shall promptly return all Data to the party that supplied it, together with all copies or reprints thereof and Supplier shall thereafter make no further use, either directly or indirectly, of any such Data or any information derived therefrom without Purchaser's prior written consent. Any information which Supplier may disclose to Purchaser with respect to the design, manufacture, sale, or use of the goods covered by the Order shall be deemed to have been disclosed as part of the consideration for the Order, and Supplier shall not assert any claim against Purchaser by reason of Purchaser's use thereof.

18. **Intellectual Property Rights.** Any and all discoveries, inventions, and designs, regardless of whether patentable or subject to copyright, that are conceived or reduced to practice by Supplier or its employees or other agents in connection with the supply, pursuant to the Order, of any goods as to which Purchaser or its customers furnished the specifications, shall be promptly disclosed to Purchaser and shall become the property of Purchaser or its customers, as the case may be. Supplier hereby assigns all right, title, and interest in and to all such discoveries, inventions, and designs to Purchaser and/or Purchaser's customers. Supplier and its employees shall, upon request, execute all papers necessary to assign such

discoveries, inventions, and designs to Purchaser and its customers and to cause, at Purchaser's or its customer's expense, patent applications to be filed thereon in favor of Purchaser or its customer, as the case may be. Supplier agrees to protect, indemnify, hold harmless and defend Purchaser, its parent companies, subsidiary companies, affiliated companies, customers, and their directors, officers, employees and agents against any loss or damage arising out of any claim or suit for infringement of any patent or copyright, or the misappropriation of trade secrets or other proprietary right in the United States of America, in the country of source and in the country of destination related or incident to performance under the Order or the goods.

waiver of any such rights nor shall it be considered as a basis for estoppel at equity or at law.

19. **Relation of the Parties.** The Order is not, and does not create or evidence, a partnership, joint venture, or any other type of legal entity. Nothing in the Order shall be construed as creating a fiduciary relationship between the parties. Neither party shall hold itself out to be an agent, representative, or partner of the other by reason of the Order or the relationship created hereby, and neither shall have the right to enter into any contracts or commitments in the name of, or on behalf of, the other or to bind the other in any respect. Supplier shall at all times perform and execute the provisions of the Order as an independent contractor, maintaining complete and exclusive control over Supplier's personnel and operations.
20. **Governing Law.** The laws of the State of Texas shall govern the validity, interpretation, and enforcement of the Order without regard to choice of law rules that would apply the law of another state.
21. **Severability.** If any one or more of the provisions of the Order, or any schedule or exhibit attached hereto or other document expressly incorporated herein by reference thereto, shall for any reason be invalid, illegal, or unenforceable, such circumstance shall not affect any other provision of the Order or such other document, as the case may be, and the Order shall continue in full force and effect and be construed as if such provision, to the extent that it is invalid, illegal, or unenforceable, had never been contained herein or therein.
22. **Waiver of Liens.** Supplier shall not put or permit any lien, attachment, or encumbrance on Purchaser's or its customers' premises or any improvement to be constructed thereon. Supplier shall, at its sole cost and expense, bond or take such other action as may be required to discharge any such liens or claims against or on account of any work or materials furnished hereunder or by reason of any other claim or demand by or against Purchaser, its customers, the Supplier, its agents, or any subcontractor. Supplier hereby waives any claim which it may have now or in the future to place or claim a mechanic's or materialman's lien on Purchaser's or its customers' premises in connection with services or materials provided hereunder. Supplier shall notify Purchaser of the identity of any subcontractor or supplier of materials who may perform work upon or supply materials to Purchaser's or its customers' premises in connection with and prior to performance of any services under the Order and shall obtain from and provide to Purchaser from each subcontractor in advance a waiver of any right they may have to claim a mechanic's or materialman's lien in connection therewith.
23. **Gifts.** Supplier shall not allow its officers, employees or agents, subcontractors, or vendors to offer Purchaser's officers, employees, agents, subcontractors, or vendors any gift or entertainment of significant cost or value in connection with the Order or otherwise. Any violation of this clause will be cause for immediate cancellation of the Order at no expense to Purchaser.
24. **Compliance with Laws.** Supplier, on behalf of itself and each person or entity providing goods or services hereunder, warrants that each shall fully comply with, and that the products sold or services furnished under the Order have been produced or furnished in full and complete compliance with, all applicable federal, state and local laws, ordinances and regulations.
25. **MSDS:** To the extent that any goods contain hazardous materials, Supplier will provide all relevant information pursuant to Occupational Safety and Health Act (OSHA) regulations 29 CFR 1910.1200, as amended, if applicable, including a completed Material Safety Data Sheet (OSHA Form 20), and any other applicable law, rule or regulation, and mandated labeling information, or any similar requirements in any other jurisdictions to which Purchaser informs Supplier the products are likely to be shipped.
26. **Assignment.** Purchaser shall have the right to assign this Order or any of its rights, benefits, duties or obligations under the Order, without the consent of Supplier or any other person or entity. Supplier shall not assign the Order at any time without the prior written consent of Purchaser.
27. **Waiver.** The failure or delay of either party in the enforcement of any of its rights under the Order, or at law or in equity, shall not constitute a