

## Terms and Conditions to Purchase Order

1. **Acceptance; Entire Agreement:** This Purchase Order, including these terms and conditions (this "Order"), constitutes Buyer's offer to purchase from Seller products, including tangible goods and software (collectively "Products"), or services, including, without limitation, software as a service ("Services"). BUYER EXPRESSLY OBJECTS TO AND EXPRESSLY REJECTS ANY PROVISIONS ADDITIONAL TO OR DIFFERENT THAN THE TERMS HEREOF THAT MAY APPEAR IN SELLER'S QUOTATION, ACKNOWLEDGMENT, CONFIRMATION, INVOICE OR IN ANY OTHER PRIOR OR LATER COMMUNICATION FROM SELLER TO BUYER UNLESS SUCH PROVISION IS EXPRESSLY AGREED TO BY BUYER IN A WRITING SIGNED BY BUYER. This Order and, if applicable, any related agreement(s) such as the Business Unit Supply Agreement with Seller and the related Master (Business Unit) Supply Agreement (collectively "Related Agreements") whose terms and conditions apply to this Order, shall supersede all prior negotiations, discussions, and dealings and shall constitute the entire agreement between Buyer and Seller. In the event of a conflict between these terms and conditions and the Related Agreements, the Related Agreements shall take precedence. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Buyer unless made in writing and signed on its behalf by a duly authorized representative of Buyer and specifically references this Order. No conditions, custom, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Mistakes in prices, discounts, specifications, delivery schedules or other terms and any noticeable discrepancies in quantities or sizes are to be reported immediately by Seller to Buyer and Seller shall immediately remedy such mistakes by refunding incorrect charges to Buyer or correcting such other discrepancies, unless otherwise directed by Buyer.

2. **Delivery; Inspection; Rejected Products:** Time is of the essence. If a delivery is not expected to be made on-time, Seller will notify Buyer and will take all reasonable steps at Seller's own cost to expedite delivery; provided, however, Buyer reserves the right, without liability, in addition to its other rights and remedies, to cancel this Order by notice to Seller and arrange for completion and/or purchase of substitute items elsewhere and to charge Seller with any loss or additional costs incurred. For all shipments (domestic or international), Seller will own the Products from its manufacturing facility to Buyer's named place of delivery and title shall not pass and delivery shall not be deemed to occur until Buyer has received the Products at Buyer's named place of delivery. All risk of loss during carriage/transportation shall be the responsibility of Seller, and the Products will be considered delivered only upon receipt at Buyer's named place of delivery in conformance with the terms and conditions of this Order. Buyer has no obligation to obtain insurance while the Product is in transit from Seller's facility to Buyer's named place of delivery. Seller will use Buyer's preferred carrier for transporting the Products from Seller's facility to Buyer's named place of delivery. Domestic shipments will be freight collect unless otherwise agreed to by Buyer's logistics department. For international shipments, Seller shall make the Products available for export fully cleared from customs and shall arrange for delivery of the Products to the consolidating hub or to Buyer's specified carrier's container yard at the port of shipment. Seller shall obtain all necessary export licenses and authorizations, and Seller shall assume responsibility for all fees and costs associated therewith and with getting the Products ready for loading, including but not limited to export customs clearance and associated documentation fees. Seller shall be responsible for the costs of checking operations, packaging and appropriate marking which are necessary for the purpose of delivering the Products and shall also be responsible for loading of the Products at Seller's dock. Seller shall provide, at Seller's cost, the delivery order and/or usual transport document required for Buyer to take delivery of the Products. Seller shall give Buyer sufficient notice of the dispatch of the Products and any other notice necessary to take delivery of the Products. Buyer shall pay for the costs of pre-shipment inspection except when such inspections are required by the country of export. Buyer shall obtain all necessary import licenses and authorizations and shall assume responsibility for all fees and costs associated with import customs formalities, including but not limited to import clearance, duties and administrative costs. With the exception of fees and costs associated with (i) obtaining all necessary export licenses and authorizations, (ii) getting Products ready for loading, (iii) checking operations, packaging and appropriate marking of the Products and (iv) loading of Products at Seller's dock, Buyer is responsible for all costs for carriage/transportation from Seller's facility to Buyer's named place of delivery. At Buyer's option and request, Seller will prepay the carriage/transportation costs from Seller's facility to port of export and add such costs to Buyer's invoice. Otherwise, all carriage/transportation costs from Seller's facility to Buyer's named place of delivery are freight collect. Notwithstanding the foregoing, Seller is responsible for any costs, fees, expenses or penalties incurred as a result of Seller's failure to hire a Buyer approved carrier without Buyer's prior written consent or to otherwise follow Buyer's instructions. In all forms of documentation and communication including printed and electronic forms, these terms shall be referred to as "EMR2006". Seller shall provide commercial invoice to Buyer upon delivery of the Products to the final destination. Buyer will pay for the Products as provided in the terms and conditions of this Order. Seller shall obtain Buyer's prior written approval for partial shipments prior to shipment. All materials shall be suitably packed, marked, loaded and shipped in accordance with the requirements of common carriers. Damage to any material not so packed will be charged to Seller. No charge shall be made by Seller for packing, boxing, drayage, loading or storage unless otherwise stated herein. Products rejected and returned shall not be replaced by Seller without the prior written authorization of Buyer. The Products shall be subject to inspection and testing by Buyer before and after receipt. Any Product furnished and the time and manner of delivery thereof must comply precisely with the terms of this Order. Any failure to so conform constitutes a substantial impairment of the value of the whole order and shall entitle Buyer, at its sole option, to cancel all or any part of this Order and to return to Seller any Products previously delivered to Buyer, without right in Seller to cure such failure and Seller shall pay all transportation charges for the delivery to Buyer and any return to Seller and Buyer, at its sole discretion, may obtain replacement Products from another supplier. Should the cost of such replacement Products exceed the agreed upon price for such Products between Buyer and Seller, Seller shall reimburse Buyer for the additional cost or Buyer will off-set such costs against amounts owed to Seller. Products or equipment rejected or not purchased by Buyer which utilize or carry any logo, insignia, name, trade name, trademark, trade dress, symbol, decorative sign, evidence of inspection or other related markings of Buyer or any of its related entities shall have the same removed, not obliterated, prior to any sale, use or disposition, if such sale or disposition is permitted by Buyer.

3. **Discounts; Taxes:** Any cash discount normally provided by Seller to any buyer shall apply to the Products. Unless otherwise provided herein, Seller shall pay, defend and hold Buyer harmless from the assessment or imposition of any customs import or export duties, excise, use or other tax (however designated) upon the importation of tooling or equipment or production, sale, delivery or use of the Products to the extent such assessments or impositions are required or not forbidden by law to be borne by Seller.

4. **Terms of Payment; Set-Off:** Terms of payment shall be net the 5th day of the third month following the date of receipt of the Product at Buyer's facility or receipt of invoice by Buyer, whichever occurs last. No invoice shall be issued prior to shipment of Products. If more than one payment is required to be made hereunder, Buyer may in its sole discretion, retain up to 10% of any or all installments until completion of the performance due hereunder, at which time the retained sums, less any sums deducted as a set-off or recoupment will be paid to Seller. If the terms granted herein contain any discount, the time for earning any such discount shall be computed from the later of the scheduled delivery date or the date an acceptable invoice is received. Payment is deemed made for purposes of earning the discount on the date of mailing of Buyer's check. Buyer reserves the right at all times to set-off any amount owing at any time to Seller or any affiliate of Seller. Any charges prepaid by Seller on behalf of Buyer pursuant to this Order for which reimbursement is sought must be separately stated on the invoice and supported by appropriate receipts furnished to Buyer. Buyer shall not be obligated to pay any amount under an invoice which is dated or delivered more than twelve months after the delivery by Seller of such Product. Notwithstanding the foregoing, if any conflicts occur between this section and the mandatory requirements of local applicable law, the latter shall prevail; If any conflicts occur between this section and the section on the same subject matter in the commercial table of this Order or any other written documents agreed to by the parties, the latter shall prevail.

5. **Warranty:** Seller warrants that, for a period of two (2) years from the date a Product is delivered to Buyer, such Product will be free from any defects in design, material and workmanship, such Product will be in conformity with any applicable drawings and specifications, and title to such Products shall be unencumbered. Payment for Products will not constitute approval or acceptance of goods or services by Buyer; Buyer's right of inspection will survive payment. Buyer reserves the right to return, at Seller's expense, any defective or nonconforming Products or shipments received contrary to this Order. If requested by Buyer, Seller will, at Buyer's option, refund the purchase price of the Products, or correct or replace, at Seller's expense, the defective or nonconforming Products within ten (10) days after notice by Buyer to Seller. All costs in connection with or as a result of such defective or nonconforming Products, including, without limitation, cost to transport the Products from Buyer to Seller and return shipment to Buyer, will be borne by Seller. This warranty will then continue as to the corrected or replaced Products for two (2) years after the date of delivery of the corrected or replaced Products to Buyer. If Seller fails to repair or replace the Product within the time periods set forth herein, Buyer may repair or replace the defective or nonconforming goods at Seller's expense. Rejected or nonconforming Products will not be deemed delivered on-time unless corrected or replaced Products are delivered within the on-time period applicable to this Order. Seller warrants that (i) it and all subcontractors (as permitted in Section 22 below) hired by Seller will perform all Services in a good and workmanlike manner, (ii) all Services, including all materials and equipment furnished hereunder, shall conform to all requirements and specifications identified in this Order or provided to Seller by Buyer pursuant to this Order and all industry standards established by those engaged in a business similar to that of Seller, and (iii) all Services shall be free from defects of any kind in materials and workmanship. In the event of defective or nonconforming Services and if requested by Buyer, Seller will, at Buyer's option, refund the purchase price of the Services, re-perform the Services, or replace the defective or nonconforming Services with conforming Services, within such time as Buyer reasonably specifies, in each case at Seller's expense. If Seller fails to re-perform or replace the defective or nonconforming Services with conforming Services within such time as Buyer reasonably specifies, Buyer may purchase the Services from an alternative supplier at Seller's expense.

6. **Compliance with Applicable Laws:** Seller represents, warrants and covenants that all of the Products, merchandise, and materials delivered and/or services rendered hereunder will be and will have been produced and/or provided in compliance with all applicable laws, rules, regulations, orders, treaties and other requirements of federal/national, state/provincial and local governments and agencies thereof, including, without limitation, those relating to labor (including, if applicable, all provisions of the U.S. Fair Labor Standards Act of 1938, as amended), health, safety and the environment. If any of the Products are purchased for incorporation into products sold under a government contract or subcontract, the terms required to be inserted by that contract or subcontract, including any applicable non-discrimination and affirmative action requirements, shall be deemed to apply to this Order. In particular, if that contract or subcontract is with the U.S. federal government, with respect to any employment activity within the U.S. Seller (i) agrees not to discriminate against any employee or applicant for employment on the basis of sex, race, color, religion, national origin, age, marital status, political affiliation or sexual orientation, disability, status as a disabled veteran, a veteran of the Vietnam era, Active Duty Wartime or Campaign Badge Veterans or any other protected group status and (ii) agrees to take affirmative action to employ and advance in employment qualified individuals with disabilities and qualified protected veterans. Unless exempted, the Equal Opportunity clauses set forth in 41 CFR 60-1.4(a), 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a) are incorporated into this Order by reference. Unless exempted, Seller agrees to comply with the requirements of these Equal Opportunity clauses and also agrees to comply with the provisions of 41 CFR 60-300.5(a) (listing job openings with the state workforce agency), 41 CFR 61-250.10 and/or 41 CFR 61-300.10 (annual reporting of covered veterans), and 29 CFR Part 471, Appendix A to Subpart A (posting of employee notice). All rating or certification requirements specified in such government contract or subcontract or of which Seller has knowledge shall be complied with. Seller agrees to furnish Buyer a certificate of compliance with any such laws and certification requirements in such form as may be requested by Buyer. Seller shall, at its sole cost, secure and maintain all necessary licenses, permits, authorizations or other approvals required for the operation of Seller's business or any property used therein, or as necessary for Seller's performance hereunder. Seller shall immediately notify Buyer in the event that Seller is not in compliance with any provision of this Section.

7. **Standards of Conduct:** Buyer expects its suppliers to comply with generally accepted principles of social responsibility and corporate citizenship as set forth in the Environmental, Social and Governance Report of Emerson Electric Co. ("Emerson") ([www.emerson.com/en-us/essg](http://www.emerson.com/en-us/essg)). In particular, Buyer expects its suppliers and their employees to adhere to the principles included in the Emerson Supplier Code of Conduct ([www.emerson.com/documents/corporate/emerson-supplier-code-of-conduct-en-us-173520.pdf](http://www.emerson.com/documents/corporate/emerson-supplier-code-of-conduct-en-us-173520.pdf))

and to follow the same principles and rules applicable to Emerson employees in the Emerson Employee Code of Conduct ([www.emerson.com/documents/corporate/emerson-code-of-conduct-en-1629588.pdf](http://www.emerson.com/documents/corporate/emerson-code-of-conduct-en-1629588.pdf)). Seller must comply and ensure its agents, contractors, suppliers, subcontractors, and sub-tier suppliers (collectively "Subcontractors") comply with the applicable Modern Slavery Laws. "Modern Slavery Laws" means (i) laws prohibiting work or service that is performed involuntarily and exacted under the menace of violence or other types of penalty ("Forced Labor") and/or other forms of Modern Slavery (as defined below) such as 18 U.S.C. 1589 of the US and the UK's Modern Slavery Act 2015, and (ii) laws requiring entities to disclose their risks of Modern Slavery such as the California Transparency in Supply Chains Act and Australia's Modern Slavery Act 2018 (Cth). "Modern Slavery" has the meaning given to that term in the applicable Modern Slavery Laws; absent a definition in the applicable Modern Slavery Laws, "Modern Slavery" shall mean exploitative practices involving coercion and/or deception that aim at exacting involuntary work or service from people, such practices including but not limited to Forced Labor, child labor, debt bondage, domestic servitude and human trafficking. Seller confirms that it and its Subcontractors do not use any Forced Labor, it conducts its business, including its supply chain operations, in compliance with the applicable Modern Slavery Laws, and it is not subject to any investigation, enforcement or conviction involving Modern Slavery. Seller shall promptly notify Buyer of any actual or suspected breaches by Seller or its Subcontractors of the applicable Modern Slavery Laws, and agrees to provide Buyer immediately upon request any information and assistance that Buyer may require for compliance with the applicable Modern Slavery Laws.

**8. Safety Provisions:** It is the essence of this Order that all Services to be performed by Seller shall be done in a safe and good workmanlike manner, free of any accidents. Accordingly, Seller shall promulgate, maintain, and enforce appropriate safety and health rules and procedures (including training) with respect to its personnel and the Work to be performed hereunder, which rules and procedures at a minimum shall be the equivalent of or exceed applicable Buyer safety and health rules. All Services performed hereunder shall fully comply with all lawful governmental safety and health requirements, including the rules and standards established by the Occupational Safety and Health Act of 1970 ("OSHA"), as amended, and any other applicable federal, state and/or local safety or health laws, rules or regulations. Any equipment provided by Buyer to Seller for the benefit of Seller's employees or those of its subcontractors shall be at the sole risk and liability of Seller to make sure that such equipment is fit for the use intended and is in proper working order. SELLER AGREES TO INDEMNIFY (INCLUDING ATTORNEYS' FEES) DEFEND, AND TO SAVE HARMLESS BUYER FROM ANY AND ALL CLAIMS OF SELLER, SELLER'S SUBCONTRACTORS, AND THEIR EMPLOYEES ARISING OUT OF THE USE OF ANY EQUIPMENT FURNISHED BY BUYER OR ADVICE GIVEN BY BUYER RELATING TO SUCH EQUIPMENT, TO THE FULLEST EXTENT ALLOWED BY LAW, IT BEING UNDERSTOOD THAT BUYER SHALL NOT BE LIABLE UNDER LAW, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE. Seller shall maintain a drug and alcohol-free workforce at all times while on Buyer's premises/location. Upon Buyer's request, Seller shall provide Buyer with a copy of all accident reports prepared by or submitted to Seller, including all OSHA illness and injury reports.

**9. Intellectual Property:** Seller warrants that the Products and the sale and use of them will not infringe any United States or foreign patents, trademarks, trade dress, copyrights, trade secrets or any other form of intellectual property. In the event any Product is subject to a claim or allegation of intellectual property infringement, Seller shall, at its own option and expense, without prejudice to any other right or remedy of Buyer, promptly provide Buyer with a commercially reasonable alternative, including, but not limited to, procuring for Buyer the right to continue using the Product, replacing such Product with a non-infringing product or modifying such Product so that it becomes non-infringing. Seller acknowledges that Buyer's patents, trademarks, trade dress, copyrights, trade secrets or any other form of intellectual property that Buyer provides to Seller are Buyer's exclusive property and Seller disclaims all rights in same. Seller shall not use the name or logo of Buyer or Emerson or refer to Buyer or Emerson directly or indirectly whether in any advertisement, news release, professional or trade publication, or other public statement, without Buyer's prior written approval. Where payment is made for experimental, developmental, or research work, as such, to be performed in accordance with special requirements of Buyer, Seller agrees to disclose and on request to assign to Buyer each invention, property right, confidential process or know-how, and trade secret resulting therefrom, or other form of intellectual property and Seller shall disclaim all rights in same. All drawings, artwork, special products, materials, information or data furnished by Buyer and all intellectual property resulting from this Order (as referenced in the foregoing sentence) are Buyer's exclusive property, shall be used by Seller only for Buyer's work, shall be deemed Buyer's Confidential Information as defined in Section 15 below, and shall be kept confidential, pursuant to the terms of Section 15 below, and shall be returned promptly at Buyer's request. Buyer will market, distribute and/or sell the Products under its own trademark and trade name. Buyer has the right to use any of Seller's marks, names, other trade identities, copyrighted works or other intellectual property, to the extent that Seller has incorporated such property in or used such property in the manufacture of the Products supplied by Seller to Buyer.

**10. Indemnity:** Seller will indemnify and hold harmless Buyer and its successors and assigns against any and all suits, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and other costs of defending any action) ("Losses") which such parties may sustain or incur (a) in connection with a breach of any representation, warranty, or undertaking made by Seller in this Order or such parties' enforcement of this Order, or (b) in connection with the design, development, manufacture, distribution, sale, use, or repair of the Products, whether the claim be based upon a theory of breach of contract or warranty, negligence, strict liability, other tort, infringement, misappropriation or any other legal theory, except to the extent caused by the negligence of Buyer, or (c) as a result of any suit, claim, or demand under any environmental, health, safety or other laws, rules, regulations or requirements, in connection with the manufacture, distribution, transportation, storage, use or disposal of the Products or of raw materials by Seller. If Seller's performance requires Seller, its employees, agents, or its representatives to perform services or labor in the plants or on the premises of Buyer, its agents, customers, or users, Seller agrees to indemnify and hold harmless Buyer against all suits, losses, claims, damages, liabilities, costs and expenses for injury or damage to person or property arising out of such performance, except to the extent caused by Buyer. Seller agrees that it will, when requested and given reasonable notice of the pendency of any such suits, claims or demands, assume the defense of Buyer and their respective successors and assigns against any such suits, claims or demands. Additionally, Seller expressly and specifically waives all immunity that may be afforded Seller under the workers' compensation laws of any state or jurisdiction.

**11. Insurance:** Seller agrees to carry insurance covering product liability and general liability in amounts of not less than \$5,000,000.00 per occurrence. All such policies shall provide for

at least thirty (30) days prior written notice, to Buyer, of cancellation, non-renewal or material change in the terms and conditions of coverage and name Buyer as an additional named insured. At Buyer's request, Seller will provide Buyer with a certificate or certificates of insurance evidencing such coverage. In the event Seller ceases to carry adequate insurance that names Buyer as an additional insured, Buyer may immediately cancel this Order by giving Seller written notice of Buyer's election to cancel.

**12. Force Majeure:** Buyer and Seller shall not be liable for any delay or failure of performance due solely to strikes, lockouts or other labor disputes, fires, acts of God or other causes beyond the affected party's reasonable control; provided, the affected party shall have given notice to the non-affected party of any such cause for delay or anticipated delay promptly following the commencement thereof and shall have used the affected party's best efforts to make or accept deliveries, as the case may be, as expeditiously as possible. If Buyer believes that the delay or anticipated delay in Seller's deliveries may impair Buyer's ability to meet its production schedules or may otherwise interfere with Buyer's operations and such delay may last for a period of time that exceeds ten (10) days, Buyer may at its option, and without liability to Seller, immediately terminate this Order. In the event of a shortage, Seller agrees to allocate its total available supply of Products among Buyer and Seller's other customers, if applicable, on a fair and equitable basis.

**13. Cancellation, Termination and Suspension:** Buyer reserves the right to cancel all or any part of the undelivered portion of this Order. This Order may be terminated by Buyer or by Seller at any time immediately upon written notice in the event of the other party's material breach of any term or provision of this Order or upon the occurrence of any of the following events: (a) such other party makes an assignment for the benefit of creditors, or is subject to any voluntary or involuntary provincial or federal receivership, insolvency or bankruptcy proceedings, or becomes unable, or admits in writing its inability, to meet its obligations as they mature; (b) such other party makes any materially false or misleading statement, representation or claim; (c) such other party fails to prosecute the work so as to endanger performance of this Order; (d) dissolution or liquidation of such other party; and/or (e) such other party's failure to pay any indebtedness which is due and payable and which failure is not remedied within 60 days following written notice. Buyer will not be responsible for any specific cancellation fees or charges. Notwithstanding anything to the contrary in this Order, upon termination, cancellation or expiration of this Order, Seller shall immediately cease use of any of Buyer's intellectual property, trade secrets and formula(e) and shall have no further right to use the same. If this Order is cancelled due to an event caused by Seller or resulting from Seller's acts or omissions, Buyer may complete Seller's performance by such reasonable means as Buyer determines, and Seller shall be responsible for, and shall indemnify Buyer against any damages and reasonable costs, including, without limitation, attorneys' fees, incurred by Buyer as a result thereof.

**14. Survival:** The terms of Sections 3, 5, 6, 8, 9, 10, 13, 14, 15, 19, 22, 24, 25, 26, 27 and 29 of these terms and conditions shall survive the termination, cancellation or expiration of this Order.

**15. Confidential Information:** The parties agree that each party will keep confidential all information disclosed to it by the other party or any of the other party's affiliates in connection with this Order ("Confidential Information") and will disclose Confidential Information only to those of its employees as will be directly concerned with performance under this Order. Each party agrees that it will not disclose Confidential Information it receives from the other party to any other person or entity without the express, prior written consent of the disclosing party. Each party agrees that it will protect the confidentiality of Confidential Information with the same degree of care with which it protects its own proprietary information, but with no less than reasonable care, and will return all copies (in any medium recorded) of Confidential Information to the disclosing party immediately upon written request. The parties agree that Confidential Information shall be considered commercial secrets qualified for protection under applicable law. Notwithstanding the foregoing, either party may disclose Confidential Information that must be disclosed to any government, any agency or department thereof, or any stock exchange to the extent required by law, provided it shall immediately notify the other party of such requirement and the terms thereof prior to such disclosure so that the other party may seek an appropriate protective agreement or order prior to the disclosure. The foregoing obligations will survive termination of this Order and will remain binding on the receiving party, its respective affiliates, successors and assigns forever. This Order is designated as Confidential Information subject to this Section.

**16. Information Security:** Without limiting Seller's obligations elsewhere in this Order, Seller shall implement baseline security safeguards and controls that are no less rigorous than accepted industry practices, specifically those set forth in the latest published version of (i) National Institute of Standards and Technology Special Publication 800-53, or (ii) ISO/IEC 27001, in order to protect Buyer's Confidential Information, any other data of Buyer or its personnel, and Buyer's systems (all the foregoing referred to collectively as "Buyer's Data and Systems"). Upon reasonable notice to Seller, Buyer shall have the right to review Seller's policies, processes, controls, and results of internal and/or external reviews of processes and controls associated with Buyer's Data and Systems (collectively, "Seller's Processes and Controls") prior to and during the performance of this Order, including immediately at any time after any security incident incurred by Seller that may impact Buyer's Data and Systems. Upon discovery of any such security incident, Seller shall within twenty-four (24) hours inform Buyer of the incident and the nature of its impact on Buyer's Data and Systems. Additionally, Buyer at its own expense shall be entitled to perform, or to have performed by an independent third-party, an on-site audit of Seller's Processes and Controls. In lieu of an on-site audit, upon request by Buyer, Seller agrees to complete, within twenty (20) days of receipt, an audit questionnaire provided by Buyer regarding Seller's information security program. Seller shall implement any required safeguards as identified by Buyer or information security program audits.

**17. Financial Information:** Should Buyer have concerns about Seller's financial condition and/or ability to supply hereunder, Seller shall supply information requested by Buyer which Buyer feels is necessary to address said concerns.

**18. Changes:** Buyer reserves the right to change any specifications, drawings, delivery dates, quantities and items covered by this Order. If such change would materially affect the price or delivery date, Buyer and Seller shall mutually agree upon an equitable adjustment in the price and/or delivery date to reflect the effect of such change; provided Seller shall have notified Buyer in writing of any claim for such adjustment within thirty (30) days from the date of such notice from Buyer. Seller shall not suspend performance of this Order while Buyer and Seller are in the process of making such changes and any related adjustments. Seller agrees that it will not make any process or manufacturing changes which might affect the performance, characteristics, reliability, or life of the Products, or substitute any materials without prior written approval of Buyer.

**19. Compliance with Law and Disclosure of Product Restrictions and Required Warnings:** Seller represents, warrants and covenants that all Products, including chemical substances or materials constituting or contained in the Products or parts of Products are in

compliance with all applicable chemical legislations and the related national implementing legislations, each as amended, varied or otherwise restated from time to time, including but not limited to the Restriction of Hazardous Substances ("RoHS") Directive 2011/65/EU, the Chinese Administrative Measures for Restriction of Hazardous Substances in Electrical and Electronic Products (July 2016), Regulation EC No 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH"), and all other applicable product-related environmental regulatory requirements of the jurisdictions in which the Products will be delivered or marketed, including all federal, national, provincial, regional, state, and local laws, statutes, regulations, ordinances, administrative rules, orders that have the effect of law, and judicial rulings and opinions ("Laws") (e.g. EU Battery Directive, WEEE, Ecodesign Directive, etc.). Seller is and remains fully responsible for compliance at its sole cost with any applicable Laws, each as amended, varied or otherwise restated from time to time. Products shall not contain any chemicals that are banned or otherwise restricted in use or disposal under any Law or otherwise not compliant with the specifications provided in writing by Seller and Buyer. Seller is responsible for ensuring that Products are properly packaged, marked, labeled, documented, shipped, and/or registered under applicable Law. Any warnings, cautionary statements, and safety data sheets required by Law for the Products must be disclosed in writing by the Seller to the Buyer. At Buyer's request, Seller shall provide the chemical composition, including proportions and weight of substance, mixture, and any other relevant information or data, including but not limited to full or partial material declarations, or declaration of conformity with applicable Law. Seller undertakes to duly and immediately inform Buyer of any changes affecting compliance with any applicable Law. Insofar as Products, parts of Products or substances are not supplied in accordance with any requirement of this Section 19, Buyer reserves the right to cancel this Order in whole or in part without liability, or, at Buyer's sole option, to require cure of any noncompliance, without prejudice to any other remedies Buyer may have under these terms and conditions. In case of cancellation of this Order or proven violations of compliance with any applicable Law by Seller, Seller undertakes to indemnify and hold Buyer harmless from any claim, liability, loss, damage, judgment and/or external responsibility, irrespective of its legal ground, and to bear any and all harm, loss or damage arising to Buyer's disadvantage in the event of infringement.

20. **IPPC:** Seller shall comply with all International Plant Protection Convention ("IPPC") regulations on solid wood packaging material ("SWPM") as outlined in ISPM-15 and elsewhere. Seller shall ensure, and provide appropriate certification, that all SWPM shall be marked with the IPPC logo, country code, the number assigned by the natural plant protection organization and the IPPC treatment code.

21. **Supply Chain Security:** Seller warrants that it has reviewed its supply chain security procedures and that these procedures and their implementation are in accordance with the criteria set forth by the Customs Trade Partnership Against Terrorism ("CTPAT") program of the U.S. Bureau of Customs and Border Protection. Specifically, Seller warrants that it is applying CTPAT prescribed inspectional methods prior to loading of the transport conveyance; is maintaining secure control over its loaded and empty transport conveyances; is controlling and applying certified high security seals for securing transport conveyance doors; and is ensuring that its business partners are observing the criteria set forth by CTPAT. Seller further warrants and represents that it has developed and implemented, or will develop and implement, procedures for periodically reviewing and, if necessary, improving its supply chain security procedures. Specifically, Seller agrees to conduct an annual security audit at each of its facilities and to take all necessary corrective actions to ensure conformity with CTPAT standards. Seller agrees to share with Buyer the results of such annual audits and agrees to prepare and submit to Buyer a report on the corrective actions taken in response thereto. In the event Seller fails to take an appropriate corrective action, Buyer may, but is not required to, terminate this Order. Buyer's auditors will be provided access to Seller's records and facilities for the purpose of verifying that Seller's procedures are in accordance with the criteria set forth by CTPAT. If Seller is enrolled in any supply chain security accredited programs, such as CTPAT or other similar programs that may exist in the country of Seller, then Seller shall provide Buyer with documentary evidence of such enrollment.

22. **Choice of Law; Venue; Miscellaneous:** This Order and any claims arising from this Order shall be governed by the laws of Philippines, without giving effect to the conflicts of law provisions thereof. The 1980 United Nations Convention on Contracts for the International Sale of Goods shall not apply. Nothing contained in this Order will be construed to create a partnership or joint venture among the parties. Seller shall not assign or subcontract any of its rights, interests or obligations hereunder without the prior written consent of Buyer. The paragraph headings herein are for convenience only and form no part of this Order. If any part of this Order shall be held to be illegal, void or unenforceable, the remaining portions shall remain in full force and effect and all of the rights and remedies conferred upon Buyer under this Order shall be cumulative and in addition to, and not in lieu of, Buyer's rights and remedies granted at law and equity, all of which rights and remedies are fully reserved by Buyer. The failure of Buyer to insist in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Order, or to exercise any right hereunder shall not be construed as a waiver or relinquishment of such or any other terms, covenants and conditions of this Order nor the right to enforce the future performance thereof. In the event a dispute arises between the parties in connection with the interpretation or implementation of this Order (other than in connection with the rights and obligations set forth in the section above on Confidential Information or in connection with the rights, obligations and remedies set forth in an exhibit or section on tooling), they shall endeavor in the first instance to reach a settlement of the dispute through friendly consultations. If no mutually acceptable settlement of the dispute is reached within sixty (60) days after one party notifies the others of a dispute, then either party may submit the dispute to Singapore International Arbitration Center (the "Center") for arbitration in Singapore. The arbitration shall be conducted in accordance with the arbitration rules of the Center in effect on the date of the signing of this Order except to the extent such rules are inconsistent with the provisions set forth herein. There shall be three arbitrators appointed in conformity with such rules; provided, however, that to the extent the rules deviate in any way from the provisions set forth below, the following provisions shall control: (i) each party shall be entitled to appoint one arbitrator, and the third arbitrator shall be appointed by the Center and shall serve as the chairman of the arbitration tribunal; (ii) all procedures in any such arbitration shall be conducted in English and a daily transcript in English of such proceedings shall be prepared; (iii) all arbitrators shall be attorneys qualified to practice law and fluent in English; (iv) any award shall be rendered in English; and (v) the arbitrators shall decide in their award the allocation of costs, including the arbitrators' fees, expenses for translators and translations required in connection with the arbitration and all other costs to which the dispute may give rise. The award of the arbitrators shall be final and without appeal. When any dispute occurs and when any dispute is under arbitration, except for the matters under arbitration, the

parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Order. In any arbitration proceeding, any legal proceeding to enforce any arbitration award, any remedy set forth in an exhibit or section on tooling and in any legal action between the parties pursuant to or relating to this Order, each party expressly waives the defense of sovereign immunity and any other defense based on the fact or allegation that it is an agency or instrumentality of a sovereign state. Notwithstanding the foregoing, if any conflicts occur between this section and the section on the same subject matter in any of the Related Agreements, the section in such Related Agreement shall prevail.

23. **IMMEX:** If Seller is delivering products into Mexico, Seller is and remains solely responsible for full compliance with IMMEX program regulations as well as all applicable sections of the Foreign Trade General Rules (*Reglas de Caracter General en Materia de Comercio Exterior*).

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

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

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

27. **Personal Data Protection:** Personal Data, defined as any information relating to an identified or identifiable natural person, shall be considered Confidential Information and afforded all of the protections set forth in these terms and conditions. In addition to and without limiting the terms generally applicable to Confidential Information, the parties agree that each shall process, apply, view and use Personal Data only to the extent necessary to perform under this Order. Neither party shall transfer or otherwise allow the use of Personal Data of the other party unless expressly instructed or authorized by the other party. Both parties shall comply with applicable laws and best practices relating to data privacy and data security.

28. **Electronic Commerce:** The parties agree to engage in "Electronic Commerce" activities, which may include, without limitation, Purchase Order Formation, Purchase Order Administration, E-Sourcing/Procurement, Inventory Management, Electronic Data Interchange, and Electronic Invoice Presenting. For purposes of Electronic Commerce, any electronic record, which may be any electronic message sent between parties, any electronic contract, any electronic notice, or any other electronic record of a transaction (each, an "Electronic Record") will be deemed: (a) "written" and a "writing"; (b) "signed" by a person with the intent to sign the Electronic Record, when the person places or causes to be placed on any such Electronic Record a name or other identifier attributed to the person; and (c) an original business record when printed from an Electronic Record established and maintained in the normal course of business.

29. **Trade Compliance:** (a) The parties shall comply with all applicable import, export control and sanctions laws, regulations, orders, provisions of general or special licenses, as they may be amended from time to time, including without limitation those of the United States, the European Union, country of export and country of import of the Products, and any other country with jurisdiction over the activities undertaken in connection with the Order ("Trade Regulations"). Seller represents and warrants that: (i) in accordance with Trade Regulations all Products are eligible for sale, export, import, or shipment to the destination(s) for the end-use(s) and end-user(s) as advised by Buyer; (ii) neither Seller nor its shareholders, controlling or affiliated parties, directors, or employees are listed on the U.S. SDN List, the EU Consolidated Financial Sanctions List or any other applicable lists of sanctioned parties ("Sanctions Target"); (iii) Seller will not act for or on behalf of, or

facilitate any activity of or with, or otherwise directly or indirectly deal with, any Sanctions Target in connection with the performance of its duties under the Order; (iv) in manufacturing the Products provided under this Order, Seller has not used any parts, components, materials, products, equipment, systems or services that are produced, directly or indirectly, by any Sanctions Target, and (v) Seller will not grant access to, supply, export, re-export or transfer any documentation, technology, software, or other items that may be provided by Buyer, contrary to Trade Regulations.

(b) Further, at no time shall Seller directly or indirectly, export, sell, supply, or transfer to Buyer iron and steel products as listed in Annex XVII to Council Regulation (EU) 833/2014 which (i) originate in Russia, (ii) have been located in and / or exported from Russia, or (iii) are iron and steel products as listed in Annex XVII when processed in a third country incorporating any quantity of iron and steel inputs originating in Russia regardless of Buyer's buying location.

(c) Seller agrees that: (i) any export compliance declaration or other trade compliance document completed by Seller shall form a part of this Order; and (ii) Seller will advise Buyer as soon as possible if any of the Products ceases to be eligible for shipment to the specified destination.