

PURCHASE ORDER TERMS AND CONDITIONS

The attached Purchase Order and these Terms and Conditions (collectively, the “Agreement”), comprise the entire agreement between Haltec Corporation (“Haltec”) and the Supplier named in the Purchase Order, and supersede all prior or contemporaneous understandings, agreements, negotiations, and communications, both written and oral, with respect to the subject matter of the Purchase Order. This Agreement prevails over any terms or conditions contained in any other documentation and expressly exclude any of Supplier’s general terms and condition of sale or any other document issued by Supplier in connection with this Agreement.

1. **ACCEPTANCE.** Supplier agrees to provide to Haltec the goods (the “Goods”) described in the Purchase Order, in accordance with this Agreement. Upon acceptance of the Purchase Order or shipment of the Goods, Supplier shall be bound by the provisions of this Agreement, including all provisions set forth on the face of the Purchase Order, whether Supplier acknowledges or otherwise signs the Purchase Order, unless Supplier objects to such terms in writing prior to shipping the Goods. Haltec may withdraw the Purchase Order at any time before it is accepted by Supplier.
2. **DELIVERY.** Time of delivery or performance is of the essence of this Agreement. Supplier shall deliver the Goods in the quantities and on the date(s) specified in the Purchase Order or as otherwise agreed in writing by the parties (the “Delivery Date”). If Supplier fails to deliver the Goods in full on the Delivery Date, Haltec, without waiving or prejudicing any other remedies available, reserves the right to refuse any Goods and to cancel without any liability all or any future shipments or performance by Supplier under this Agreement. Delivery shall be F.O.B. destination Haltec’s “Ship-To” location designated on the Purchase Order. Supplier shall package all items suitably to permit safe transportation and handling.
3. **RISK OF LOSS & DESTRUCTION OF GOODS.** Supplier assumes all risk of loss until receipt by Haltec. Title to Goods shall pass to Haltec upon receipt by it of the Goods at the designated destination. If the Goods ordered are destroyed prior to title passing to Haltec, Haltec may at its option cancel this Agreement or require delivery of substitute Goods of equal quantity and quality at Supplier’s sole cost and expense. Such delivery will be made as soon as commercially practicable. If loss of the Goods is partial, Haltec shall have the right to require delivery of the Goods not destroyed, and replacement of the Goods destroyed, at Supplier’s sole cost and expense.
4. **QUANTITY.** If Supplier delivers more or less Goods than agreed to by the parties on the Purchase Order, Haltec may reject all or any excess Goods. Any such rejected Goods shall be returned to Supplier at Supplier’s risk and expense. If Haltec does not reject the Goods and instead accepts delivery of Goods at the increased or reduced quantity, the price for the Goods shall be adjusted on a pro-rata basis.
5. **AMENDMENT AND MODIFICATION.** Except as otherwise expressly set forth herein, this Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by authorized representatives of each party.
6. **INSPECTION.** Haltec has the right to inspect the Goods on or after the Delivery Date. Haltec, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Haltec rejects any portion of the Goods, Haltec has the right, effective upon written notice to Supplier, to: (i) rescind this Agreement in its entirety; (ii) accept the Goods at a reasonably reduced price; or (iii) reject the Goods and required replacement of the rejected Goods. If Haltec requires replacement of the Goods, Supplier shall, at its expense, within fifteen (15) days replace the nonconforming Goods and pay for all related expenses, included, but not limited to, transportation charges for the return of the defective Goods and the delivery of replacement Goods. If Supplier fails to timely deliver the replacement Goods, Haltec may replace them with goods from a third-party and charge Supplier the cost thereof and terminate this Agreement. Any inspection or other action by Haltec under this Section shall not reduce or otherwise affect Supplier’s obligations under this Agreement, and Haltec shall have the right to conduct further inspections after Supplier has carried out its remedial actions.
7. **PERFORMANCE.** Supplier shall notify Haltec immediately in writing of any events that will delay Supplier’s performance under this Agreement.
8. **PRICE & PAYMENT.** The price of the Goods is the price stated in the Purchase Order, or as otherwise agreed to by the parties. If no price is included in the Purchase Order or agreed to by the parties, the price shall be the price set out in

Supplier's published price list in force as of the date of the Purchase Order. Unless otherwise specified in this Agreement, the price includes packaging, transportation costs, insurance, custom duties, and applicable taxes. No increase in price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Haltec. Supplier shall issue an invoice to Haltec on or any time after the completion of delivery of the Goods and only in accordance with this Agreement. Haltec shall pay all properly invoiced amounts due to Supplier after Haltec's receipt of such invoice in accordance with the terms set forth on the Purchase Order, except for any amounts disputed by Haltec in good faith. In the event of a payment dispute, Haltec shall deliver a written statement to Supplier no less than ten (10) days prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. The parties shall seek to resolve all such disputes expeditiously and in good faith. Supplier shall continue performing its obligations under this Agreement notwithstanding any such dispute.

9. **TAXES.** Supplier is responsible for payment of any taxes associated with the manufacture, delivery, or sale of the Goods. Unless otherwise stated in this Agreement, Haltec is not responsible for additional expenses or charges, including, but not limited to, insurance, licenses, permits, duties, import or export fees, boxing, packaging or containers.

10. **DOCUMENTATION.** Supplier shall provide Haltec all shipping documents, including the commercial invoice, packaging list, and any other documents necessary to release the Goods to Haltec. Haltec's count shall be accepted as final on all shipments of Goods not accompanied by a packaging list.

11. **SETOFF.** Without prejudice to any other right or remedy it may have, Haltec reserves the right to set off at any time any amount owing to it by Supplier against any amount payable by Haltec under this Agreement.

12. **WARRANTY.** Supplier warrants to Haltec that for a period of eighteen (18) months from the date of shipment of Goods (the "Warranty Period"), such Goods will materially conform to the following warranties:

SUPPLIER WARRANTS THAT ALL GOODS WILL (I) BE FREE FROM DEFECTS IN WORKMANSHIP, MATERIAL AND DESIGN; (II) CONFORM TO ALL SPECIFICATIONS, DRAWINGS, DESIGNS, SAMPLES AND OTHER REQUIREMENTS SPECIFIED BY HALTEC; (III) BE FIT FOR THEIR INTENDED PURPOSE AND OPERATE AS INTENDED; (IV) BE MERCHANTABLE; (V) BE FREE AND CLEAR OF ALL LIENS, SECURITY INTERESTS OR OTHER ENCUMBRANCES; AND (VI) NOT INFRINGE OR MISAPPROPRIATE ANY THIRD PARTY'S PATENT OR OTHER INTELLECTUAL PROPERTY RIGHTS. THESE WARRANTIES SURVIVE ANY DELIVERY, INSPECTION, ACCEPTANCE OR PAYMENT OF OR FOR THE GOODS BY HALTEC. THESE WARRANTIES ARE CUMULATIVE AND IN ADDITION TO ANY OTHER WARRANTY PROVIDED BY LAW OR EQUITY. ANY APPLICABLE STATUTE OF LIMITATIONS RUNS FROM THE DATE OF HALTEC'S DISCOVERY OF THE NONCOMPLIANCE OF THE GOODS WITH THE FOREGOING WARRANTIES.

13. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL HALTEC BE LIABLE TO SUPPLIER OR SUPPLIER'S AGENTS, OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, WHETHER OR NOT HALTEC WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND WHETHER OR NOT THERE IS A FAILURE OF ANY AGREED REMEDY. CONSEQUENTIAL DAMAGES SHALL INCLUDE, BUT NOT BE LIMITED TO, DAMAGES RELATED TO LOSS OF USE, LOSS OF PROFITS, REVENUE OR INCOME, LOSS OF REPUTATION, UNREALIZED SAVINGS OR DIMUNITION IN VALUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR ANY OTHER LEGAL THEORY.

14. **CHANGES TO THE PURCHASE ORDER.** Haltec may make changes to the Purchase Order and any supplemental documents (e.g. drawings and specifications). If any such changes cause an increase or decrease in the price or timing of delivery, an equitable adjustment shall be made. Any material changes to Goods being supplied that may potentially impact fit, form, or function may not be made without written approval from Haltec.

15. **INSURANCE.** Supplier shall provide adequate coverage for Haltec's property under the care, custody or, control of Supplier or Supplier's agents. Upon request, Supplier shall provide Haltec with certificates of insurance or evidence of coverage before commencing performance under this Agreement.

16. **COMPLIANCE WITH LAW.** Supplier shall comply with all applicable laws, regulations and ordinances in connection with the manufacture, sale, handling, and delivery of the Goods and shall bear all expenses in connection with the same. Supplier shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry

out its obligations under this Agreement. Supplier shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement. If the Goods include hazardous materials, Supplier represents and warrants that Supplier understands the nature of any hazards associated with the manufacturing, handling, and transportation of such hazardous materials. Upon Haltec's request, Supplier will promptly provide Haltec with a statement of origin for all Goods and United States Custom documentation for Goods wholly or partially manufactured outside of the United States. For Goods purchased from Supplier that have a specific government regulatory performance or disclosure requirement, Supplier shall, upon request by Haltec, provide evidence of compliance with any such performance or disclosure requirement in form acceptable to Haltec.

17. **INDEMNITY.** To the fullest extent permitted by law, Supplier shall indemnify, defend and hold harmless Haltec and its officers, directors, successors, subsidiaries, employees, agents, and subcontractors, or otherwise related entities and individuals, if any, from and against all liability, claims, threatened claims, suits, threatened suits, damages, losses and expenses, whether direct, indirect, incidental or consequential, including but not limited to attorney's fees, court and arbitration costs and expert witness fees (collectively, "Losses") arising out of or resulting from the Goods purchased from Supplier or Supplier's negligence, willful misconduct or breach of this Agreement. Supplier agrees upon receipt of notification of alleged patent, copyright and/or trademark infringement to promptly assume full responsibility for defense of any suit or proceeding which may be brought against Haltec or its agents, customers, or other vendors, as well as for any alleged unfair competition resulting from similarity in design, trademark or appearance of goods, and Supplier further agrees to indemnify, hold harmless, and at Haltec's request, defend Haltec, its officers, directors, customers, agents and employees, any and all claims, expenses, losses, royalties, profits, and damages, including court costs and attorneys' fees resulting from any such suit or proceeding, including any settlement. Supplier agrees to pay or reimburse all costs that may be incurred by Haltec in enforcing this indemnity, including attorneys' fees.

18. **USE.** Supplier acknowledges that it shall be responsible for ensuring that adequate and reasonable instructions for use of the Goods, and warnings sufficient to alert the end user about foreseeable hazards associated with the Goods, accompany the Goods delivered to Haltec.

19. **CONFIDENTIALITY.** All non-public, confidential or proprietary information of Haltec, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Haltec to Supplier whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by Haltec in writing. Upon Haltec's request, Supplier shall promptly return all documents and other materials received from Haltec. Haltec shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to Supplier at the time of disclosure as demonstrated by evidence acceptable to Haltec; or (c) rightfully obtained by Supplier on a non-confidential basis from a third party.

20. **TERMINATION.** Haltec may terminate this Agreement, in whole or in part, at any time with or without cause for undelivered Goods on five (5) days' prior written notice to Supplier. In addition to any remedies provided for in this Agreement, Haltec may terminate this Agreement with immediate effect upon written notice to Supplier, either before or after the acceptance of the Goods, if Supplier has not performed or complied with any of the terms of this Agreement, in whole or in part. If Supplier becomes insolvent or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then Haltec may terminate this Agreement upon written notice to Supplier. Haltec may also terminate this Agreement for Haltec's convenience with or without cause, upon written notice to Supplier, subject to an equitable adjustment with Supplier. If Haltec terminates this Agreement for any reason, Supplier's sole and exclusive remedy is payment for Goods received and accepted by Haltec prior to termination.

21. **REMEDIES.** If Supplier breaches this Agreement, Haltec shall have all right and remedies available by law and at equity. All remedies provided herein or available to Haltec under applicable law shall be cumulative and shall not preclude the assertion of any other right or remedy available to Haltec under law or equity.

22. **FORCE MAJEURE.** Neither party shall be liable or responsible for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of that party, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, terrorist acts, riot, or other civil unrest, pandemic, epidemic, national emergency, and strikes or other labor disputes. If such an event prevents Supplier from carrying out its obligations hereunder for a continuous period of more than thirty (30) days, Haltec may terminate this Agreement immediately by written notice to Supplier.
23. **ASSIGNMENT; WAIVER.** Supplier may not assign this Agreement or any of its rights or obligations under this Agreement, without the prior written consent of Haltec. Any assignment or transfer without such written consent shall be null and void. A waiver of any breach hereunder or of any term or condition of this Agreement shall not be deemed effective unless evidenced in a writing signed by the party so waiving such breach, term or condition. Any proper waiver hereunder shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition.
24. **RELATIONSHIP OF THE PARTIES.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
25. **NOTICES.** All notices and other communications hereunder shall be in writing and may be sent by mail, facsimile transmission, or electronically transmitted, and shall be addressed to Haltec or to Supplier, and shall be considered given when (a) delivered personally, (b) sent by confirmed telex or facsimile, (c) sent by commercial overnight courier with written verification receipt, or (d) three (3) days after having been sent, postage prepaid, by first class or certified mail.
26. **SURVIVAL OF OBLIGATIONS.** Any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Supplier's indemnity and warranty obligations referenced herein, shall survive the expiration or termination of this Agreement.
27. **REGULATORY COMPLIANCE.** Supplier agrees that, with regard to any Goods to be provided to a department, agency or other subdivision of the United States government (each a "Regulatory Agency"), Haltec and such Regulatory Agency shall have access at any time to Supplier's facilities. For Goods manufactured outside of the United States, Haltec and any applicable Regulatory Agency have a right of entry to the facility at which the Goods are manufactured.
28. **WAIVER OF JURY TRIAL, GOVERNING LAW AND VENUE.** The parties hereby waive the right to trial by jury in any action or proceeding based upon, arising out of, or in any way relating to this Agreement or any conduct, acts or omissions of the parties or any of their directors, officers, employees, agents, attorneys or any other persons affiliated with the parties, whether sounding in contract or tort or otherwise. This Agreement shall be construed in accordance with, and disputes shall be governed by, the laws of the State of Ohio, excluding its conflict of law rules. Haltec and Supplier irrevocably consents to the exclusive and sole jurisdiction of the courts located in Columbiana County, State of Ohio, and each party hereby irrevocably waives all objections to contest the venue and jurisdiction of said courts, including, without limitation, based on a theory of forum non conveniens. Haltec and Supplier hereby waive any rights to commence any action against the other in any jurisdiction except the courts located in Columbiana County, State of Ohio.
29. **SEVERABILITY.** If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such validity shall not affect the validity or operation of any other provision. Such invalid or unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth in this Agreement.