

**TERMS AND CONDITIONS**

1. No Terms and Conditions other than the terms and conditions set forth in this order and such terms and conditions as are set forth in any document attached to or incorporated by reference in this order shall be binding unless specifically accepted by an authorized representative of the Purchaser. Execution and delivery of this order shall not operate as such specific acceptance. Requirements stated or incorporated by reference in this purchase order apply to and must be flowed down to any supplier subcontracted to provide materials or processing to satisfy the requirement of this order. This purchase order, if operating as an acceptance, is hereby expressly made conditional on assent to all such terms as may be additional to, or different from any terms contained in quotation or order communicated by Seller.
2. Compliance with Laws – Seller shall comply with all applicable National, Provincial, and Local laws, rules and regulations.
3. Patent Infringement – The Seller agrees to defend at its own expense any suit or legal proceedings brought against the Purchaser as a result of the normal use of any material or equipment furnished hereunder. In the event that the Purchaser has given the Seller prompt notice of such claim, the Seller hereby agrees to reimburse the Purchaser for expenses and costs resulting from that claim and to pay judgment that may be rendered against the Purchaser. This clause shall not apply to material or equipment furnished according to Purchaser's written specifications. In the event that a final injunction issues from such an infringement lawsuit against Purchaser, Seller will at its expense and option either (I) Procure for Purchaser the right to use and resell the Seller's products involved or (II) Replace the infringing Seller's products with non-infringing substitutes of equal performance.
4. Transportation – Unless otherwise stated on the face of this order, terms shall be F.O.B. Seller's plant, title to pass to Purchaser upon delivery to Carrier. No charges for unauthorized transportation will be allowed.
5. Delivery Schedule – Unless otherwise agreed, Seller shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet Purchaser's delivery schedule. Seller will not be liable for damages for delay of delivery beyond its reasonable control. However, Purchaser may, in addition to its other rights, at its option, either approve a revised delivery schedule or terminate in whole or in part, this order without liability to Seller on account thereof.
6. Liability – The Seller agrees that the relationship established by this order constitutes him an independent contractor and that no tax assessment or legal liability of the Seller or of his agents or employees becomes, by reason of this order, an obligation of the Purchaser.
7. Toxic Substances Control Act – Where applicable, by acceptance of this order Seller agrees to comply with the requirements of Public Law 94-469.
8. Changes – Purchaser shall have the right to make changes in this order, but no additional charge will be allowed unless authorized by Purchaser. If such change affects delivery or the amount to be paid by the Purchaser, Seller shall notify Purchaser immediately, and negotiate an adjustment in accordance with this Changes Clause. In any event, the charges for obsolescence, scrap, and/or rework resulting from any change shall be limited to the materials in process at



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the time of the change and within the Seller's normal manufacturing cycle needed to meet the Purchaser's delivery schedule.

9. Rejections – If any of the materials furnished under this contract are found to be defective in material, workmanship, or otherwise not in conformity with the requirements of this order, Purchaser, in addition to any other rights which it may have under warranties or otherwise, may reject and return such goods not to be replaced without authorization by Purchaser.
10. Affirmative Action – Where applicable, Seller shall comply with the applicable provisions of Executive Order 11246, the terms of which are incorporated by reference.
11. Acceptance – Notwithstanding any notice or agreement to the contrary, any written acknowledgement of this purchase order, or the shipment of any material or the furnishing of any services pursuant to the purchase order shall constitute acceptance thereof by the Seller of each and all of the expressed terms and conditions stated above and stated or referenced on the face hereof.