



## **COMMERCIAL PURCHASE ORDERS**

All purchases of Products (as defined below) by London Machinery Inc. ("Buyer") from the supplier to which this Purchase Order is directed ("Supplier") shall be subject to the following Terms and Conditions, which are hereby incorporated in their entirety into this Purchase Order.

### **1. Acceptance and Governing Provisions**

THIS PURCHASE ORDER IS NOT AN ACCEPTANCE OF ANY OFFER BY SUPPLIER TO SELL BUT IS AN OFFER BY BUYER TO PURCHASE which may be accepted only by execution of the acknowledgment copy hereof by Supplier and return of such copy to Buyer, or by other expression of acceptance by Supplier, including without limitation shipment hereunder. This offer may be revoked by Buyer's written notice to Supplier at any time prior to any such acceptance by Supplier. Notwithstanding the foregoing, if Supplier does not attempt to accept this offer until more than 15 days have passed since the date of this Purchase Order, Buyer shall then have 15 days after the date of such attempt to reject the attempt, and if Buyer so rejects Supplier's attempted acceptance, that attempted acceptance will be ineffective and this offer will be void. Upon effective acceptance by Supplier, this Purchase Order (including these Terms and Conditions and any other documents referenced or incorporated into this Purchase Order or these Terms and Conditions) shall constitute the entire agreement between the parties (except for any additional warranties given by Supplier) with respect to the purchase and sale of the goods and services identified herein (the "Products"), superseding any and all previous communications and negotiations, whether oral or in writing. Buyer hereby objects to any additional or different terms or provisions (except additional warranties given by Supplier) of any quotation, acknowledgment, invoice or other form or correspondence supplied by Supplier, and no such additional or different term or provision (except additional warranties given by Supplier) shall become part of the agreement between the parties. In the event of any conflict at any time between any provision contained in these Terms and Conditions and any term or condition or attempted limitation of warranty set forth in any communication from Supplier, it is agreed by Supplier that such provision in these Terms and Conditions shall control such conflict and govern this purchase. The agreement of sale resulting from the acceptance of this Purchase Order shall be governed, construed and interpreted in accordance with the internal laws of the State of the United States of America in which Buyer is headquartered on the date of this Purchase Order. THE RIGHTS AND OBLIGATIONS OF BUYER AND SUPPLIER SHALL NOT BE GOVERNED BY THE PROVISIONS OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. These Terms and Conditions may be translated into other languages from time to time, but Buyer and Supplier hereby acknowledge and agree that the English-language version of these Terms and Conditions shall govern and control all such translations hereof into any other language. No amendment to these Terms and Conditions shall be effective unless it is agreed to in a writing signed by both parties. Supplier acknowledges and agrees that all negotiations in connection with this Purchase Order and these Terms and Conditions shall be deemed to have taken place in the State of the United States of America in which Buyer is headquartered on the date of this Purchase Order. References to "days" in these Terms and Conditions shall mean calendar days unless expressly stated otherwise.



## 2. Deliveries; Cancellation by Buyer; Forecasts

Supplier agrees to sell and deliver to Buyer such quantity(ies) of Products, at the price(s), to the location(s) and on the delivery date(s) specified on the Purchase Order. Buyer's internal production schedules are based upon timely performance by Supplier under this Purchase Order. ACCORDINGLY, TIME IS OF THE ESSENCE FOR THIS PURCHASE ORDER AND SUPPLIER HEREBY AGREES TO USE ITS BEST EFFORTS TO MEET THE DELIVERY DATE(S) SET

FORTH ON THIS PURCHASE ORDER. In the event delivery date(s) are not specified on the Purchase Order, Buyer shall specify delivery date(s) at a later time, and Supplier shall have 7 days after receipt of these delivery date(s) to propose alternate delivery date(s). If no alternate delivery date(s) are received by Buyer within such 7-day period, then Buyer's specified delivery date(s) shall be deemed part of this Purchase Order. If Supplier proposes alternate delivery date(s) within the 7-day period, the parties will negotiate in good faith to determine the delivery date(s). If delivery date(s) cannot be agreed upon by the parties, Buyer shall have the option to terminate this Purchase Order pursuant to Section 23 (Termination) below. If any deliveries are not made by the delivery date(s) and in the quantity(ies) set forth on this Purchase Order (including without limitation by reason of a Force Majeure Event (as defined below)), Buyer may, in addition to any other rights or remedies it may have under this Purchase Order or at law, cancel this Purchase Order with respect to any or all deliveries of the Products that have not been made or with respect to any or all of the Products not theretofore accepted by Buyer, without any liability whatsoever, and in the event of any such delay in delivery (other than due to a Force Majeure Event affecting Supplier) Buyer may hold Supplier responsible for all Losses (as defined below) caused by untimely performance, including without limitation (i) all direct, incidental and consequential damages and any resulting late performance penalties incurred by Buyer, and (ii) if Buyer covers by purchasing goods from another vendor, the amount (if any) by which the cost of such goods exceeds the contract price of the affected Products hereunder, along with all other cover damages.

From time to time, Buyer may, in its sole discretion, deliver non-binding 52-week forecasts to Supplier. Notwithstanding any such forecast delivered by Buyer, all purchases of Products shall be governed by this Purchase Order and Supplier agrees that any such forecast is intended solely to assist in planning Buyer's production schedules and is not a commitment to purchase any minimum volume of Products from Supplier. Supplier shall not unreasonably anticipate delivery of Products by purchasing materials or manufacturing quantities in excess of what is reasonably required to meet the delivery date(s) set forth in this Purchase Order. Any Product received by Buyer in advance of the scheduled delivery date may, at Buyer's option, be returned to Supplier at Supplier's risk and expense or be stored by Buyer at Supplier's expense and payment withheld until 60 days after the scheduled delivery date.

## 3. Prices; Payment and Taxes

Supplier agrees to deliver the Products to be furnished to Buyer hereunder at the prices stated on this Purchase Order. All such prices are firm, and no additional charges or price changes or adjustments will be allowed unless specifically agreed to in writing in advance by an authorized officer of Buyer. Supplier warrants and agrees that the net prices charged by it to Buyer for the Products (including without limitation Products being purchased for aftermarket purposes), and the terms applicable to Buyer's purchase of such Products, are not and shall not be less favorable from the perspective of the purchaser than those prices and terms currently extended



or offered by Supplier to any other customer for the same or like goods or services in equal or less quantities. In the event Supplier reduces its price for any such Products prior to complete delivery of all goods or the furnishing of all services covered by this Purchase Order, Supplier agrees to reduce, correspondingly, the price of the goods or services covered hereby. Upon notice to Supplier, Buyer may offset any amounts due Buyer from Supplier against amounts due Supplier from Buyer. All prices are expressed and shall be payable in U.S. dollars unless otherwise provided on this Purchase Order, or unless prices are addressed in a separate currency exchange agreement between Buyer and Supplier. Buyer shall pay all undisputed amounts reflected on an invoice within 60 days after Buyer's receipt of the Products or receipt of a correct invoice covering those Products, whichever is later. Except as provided in Section 3 hereof or in the Delivery Terms, Buyer shall not be liable for any national, federal, provincial, state, municipal or local taxes, duties, customs, or assessments in connection with the sale, purchase, importation, transportation, use, or possession of the Products ordered hereunder, other than those expressly set forth on the Purchase Order.

#### 4. Risk of Loss/Title Transfer/Security Interest

In addition to bearing all risks required by law, Supplier shall bear all risks of loss of or damage to the Products until Supplier has completed all of its delivery obligations with respect to those Products, as provided in the Delivery Terms or as otherwise instructed by Buyer, at which point risk of loss of or damage to such Products shall pass to Buyer. Title to Products will transfer to Buyer when risk of loss of or damage to those Products passes to Buyer; provided, however, that title transfer shall not constitute acceptance of the Products by Buyer. Supplier shall bear all risks of loss or damage with respect to any Products that are rejected by Buyer after inspection, and title to such Products shall transfer back to Supplier upon rejection. If Buyer makes any payment before Buyer's receipt of the Products, Supplier grants Buyer a security interest in and charge against the Products

and all proceeds thereof to secure Supplier's performance of its obligations hereunder, and Supplier agrees to execute and deliver such documents to Buyer as Buyer may request to ensure the enforceability of such security interest and charge. Buyer is hereby authorized to prepare and file financing statements and other documents in order to perfect and maintain such security interest and charge.

#### 5. Inspection and Rejection

All Products purchased hereunder shall be received subject to Buyer's inspection and acceptance or rejection. Such inspection of the Products by Buyer shall be at Buyer's premises unless otherwise agreed by Buyer in writing, and may be completed at any time within a reasonable period after receipt at Buyer premises; provided, however, that at Buyer's option, inspection may be made under operating conditions within a reasonable period after incorporation of the Products into any plant, facility, vehicle, equipment or other product of which such Products are to be a part. Buyer reserves the right to hold for Supplier or return to Supplier rejected Products, and all expenses incurred by Buyer in doing so, including without limitation storage, transportation and handling and processing costs, shall be borne by Supplier. Payment for Products prior to inspection shall not constitute acceptance of such Products. Any inspection, testing or other evaluation by Buyer shall in no way affect, waive, or invalidate any of Supplier's warranties in respect of the Products or any of Buyer's other rights or remedies hereunder or at law.



## 6. Documentation

All documentation specified by this Purchase Order or otherwise to be delivered in connection with any Products shall be delivered in accordance with the terms hereof and shall be in English. Any expenses, changes, or claims incurred as a result of improper documentation shall be Supplier's responsibility. All correspondence and references to this Purchase Order must include the Purchase Order number and name of the Buyer designated to receive delivery of the applicable Products. Imported Products shall be subject to such additional documentation requirements as Buyer may deem necessary.

## 7. Changes

By written notice to Supplier, Buyer may from time to time require changes in one or more of the following: (a) packing or methods of shipment, (b) specifications for and designs of the Products ordered hereunder, (c) quantity(ies) of Products to be delivered, and (d) location(s) or date(s) of delivery. Supplier shall immediately notify Buyer in writing if any such change affects delivery or Supplier's costs of performance. Any adjustment in prices or other terms resulting from such changes shall be binding only if and when agreed upon in writing by Buyer and Supplier.

## 8. Termination

- A. *Buyer's Termination for Convenience.* Buyer may terminate all or any undelivered portion of this Purchase Order for convenience at any time by providing at least 15 days' prior written notice to Supplier. In the event of any such termination for convenience, Buyer's liability to Supplier shall be limited to reimbursing Supplier for its actual out-of-pocket costs for work and materials, applicable solely to the terminated portion of this Purchase Order, which have been expended before notice of termination is received by Supplier (not to exceed the contract price attributable to the terminated portion), reduced by the fair market value of such work-in-process. Supplier shall provide Buyer with full access to all records, documents and other information used to calculate such out-of-pocket costs for work and materials.
- B. *Buyer's Termination for Cause.*
- i. Buyer may terminate this Purchase Order for cause by providing written notice of default to Supplier if Supplier: (1) fails to deliver any Products to be delivered hereunder by the delivery date(s) specified herein, or any extensions of such delivery date(s) authorized by Buyer in writing; (2) fails to replace or correct defective or nonconforming Products as may be required by Buyer; (3) fails to comply with any applicable federal, national, state or local laws, orders, rules, ordinances or regulations; (4) breaches any warranty, representation, covenant, agreement or obligation of Supplier contained in this Purchase Order and fails to cure such breach within 10 days after receipt of notice from Buyer specifying such breach; or (5) furnishes any Products that Buyer concludes, in its sole opinion determined in good faith, contain any conflict mineral originating in the DRC or an adjoining country if Buyer has not specifically agreed in advance in writing that Supplier may furnish Products that contain such conflict mineral, and such furnished Products shall be deemed nonconforming.
- (1) In the event of termination of this Purchase Order by Buyer for cause, without limiting its other rights or remedies, Buyer may cover by purchasing goods



elsewhere on such terms and in such a manner as Buyer may deem appropriate, and Supplier shall be liable to Buyer for the amount (if any) by which the cost of such goods exceeds the contract price of the affected Products hereunder, and all other cover damages, in addition to all other Losses arising from Supplier's breach.

- ii. *Supplier's Termination for Cause; Limitation of Buyer's Liability.*
  - (1) Supplier may terminate this Purchase Order for cause by providing written notice of default to Buyer if Buyer breaches any material covenant, agreement or obligation of Buyer contained in this Purchase Order and fails to cure such breach within 30 days after receipt of written notice from Supplier specifying such breach.
- iii. Buyer's sole and exclusive liability to Supplier arising out of Buyer's breach of any covenant, agreement or obligation of Buyer contained in this Purchase Order shall be limited to Supplier's actual, direct damages resulting from the breach. In no event shall Buyer be liable for any special, indirect, incidental or consequential damages, whether in contract, tort, negligence, strict liability or otherwise. In the event Buyer shall withhold payment to Supplier for reasons claimed by Buyer as legally justified, Supplier shall have no right to terminate this Purchase Order unless and until either
  - (y) the issue of Buyer's conduct has been resolved against Buyer in accordance with Section 11 above (Disputes), or
  - (z) Buyer has expressly waived in writing the application of said Section 11.
- iv. *Survival.* Those provisions of this Purchase Order that by their nature or their express terms are meant to survive termination or completion of this Purchase Order (including without limitation the provisions regarding Confidential Information, indemnification, warranties, aftermarket parts, and intellectual property) shall so survive.

## 9. Compliance with Laws, Standards and Regulations

- A. **General Compliance.** Supplier hereby represents, warrants, certifies and agrees that all work performed and all Products delivered to Buyer pursuant to this Purchase Order shall be performed, provided, manufactured, produced, packaged, labeled, shipped, delivered, invoiced, sold and – if required – registered in accordance and compliance with all applicable federal, national, state and local laws, orders, rules, ordinances and regulations, including without limitation the following (unless and to the extent Supplier has demonstrated to Buyer's reasonable satisfaction that Supplier is exempt from any of the following):
  - i. Sections 6, 7, and 12 of the federal Fair Labor Standards Act, as amended, and regulations and orders of the U.S. Department of Labor issued under Section 14 of said Act;
  - ii. the Federal Motor Vehicle Safety Laws, as amended;
  - iii. the federal Clean Air Act, Subchapter II, Emissions Standards for Moving Sources, 42 U.S.C. §§ 7521-7590, as amended;
  - iv. Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, Executive



Order 13496 and its notice posting requirements, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (unless the amount owing from Buyer to Supplier under this Purchase Order is less than \$25,000); and

- v. Toxic Substances Control Act of 1976.
- B. Hazardous Materials. With respect to each shipment or other delivery of Products hereafter made by Supplier to Buyer, Supplier hereby represents, warrants, certifies and agrees that all such Products are, as of the date of such shipment or delivery, not a misbranded or banned hazardous substance within the meaning of the Federal Hazardous Substance Act, as amended. In addition to the foregoing, Supplier agrees that it shall have also implemented and maintained an acceptable pollution prevention and waste minimization plan that, in the sole discretion of Buyer, satisfies all of the standards of the industry in which Supplier operates. This plan shall also address shipping and packaging materials for Products purchased by Buyer, and shall include environmental sustainability provisions satisfactory to Buyer.
- C. REACH Regulation. Supplier hereby confirms that any Product supplied to Buyer and used in Buyer's products complies with the obligations provided for in Regulations (EC) 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (the "EU REACH Regulation"). Confirmation of compliance includes proof of compliance with national, federal, state, provincial, municipal and local environmental laws, regulations, and requirements globally related to or comparable to obligations provided in the EU REACH Regulation. To demonstrate compliance with the obligations for which this Section 6(b) provides, Supplier must, in respect of Product supplier to Buyer, and at all times:
  - i. show proof of compliance with obligations provided in the EU REACH Regulation, as from time to time amended, including without limitation Registration, Authorization and other applicable supplier requirements (such Registration must cover Buyer's use for the Products purchased);
  - ii. provide appropriately completed Chemical Safety Reports and Safety Data Sheets for all Substances and Mixtures for which Chemical Safety Reports and Safety Data Sheets are legally required (for all Substances or Mixtures that meet the criteria of Art. 31 para. 1, 3 of the EU REACH Regulation, the Safety Data Sheets must be made available in a format that is in accordance with Annex II of the EU REACH Regulation);
  - iii. provide the information concerning all Substances and Mixtures for which no Safety Data Sheet is required that is referred to in Art. 32 of the EU REACH Regulation, including:
    - (1) necessary registration numbers, if available;
    - (2) whether the substance is subject to authorisation and, if so, details of any authorisation granted or denied in this supply chain under the Authorisation provisions in Title VII of the EU REACH Regulation;
    - (3) details for any restriction imposed under Title VIII of the EU REACH Regulation regarding manufacturing, placing on the market and use of certain dangerous substances, mixtures and articles;





- (4) any other available and relevant information about the substance that is necessary to enable appropriate risk management measures to be identified and applied including specific conditions resulting from the application of Section 30 f Annex XI of the EU REACH Regulation concerning general rules for adaptation of the standard testing regime.
- iv. provide the information referred to in Art. 33 of the EU REACH Regulation on the duty to communicate on all substances in each Article; and
- v. inform Buyer immediately if:
  - (1) there are changes to the Registration or Authorizations of Substances for Substances, Mixtures, or Articles purchased by Buyer,
  - (2) any of the Substances, Mixtures, or Articles purchased by Buyer meet the criteria referred to in Art. 57 of the EU REACH Regulation for inclusion on the list of substances subject to Authorisation found in Annex XIV of the EU REACH Regulation or are on the candidate list for eventual inclusion in the list provided in Annex XIV of the EU REACH Regulation,
    - (i) Supplier intends not to pre-register a phase-in substance,
  - (3) Supplier has failed to pre-register a phase-in substance in time,
  - (4) a Registration has been rejected by the European Chemicals Agency, or
  - (5) an Authorization has been rejected by the European Chemicals Agency; and
- vi. absorb and pay directly any and all costs of Registration, testing, and maintenance of Registration in connection with REACH Regulation.

If Supplier fails to comply with the applicable obligations imposed by the EU REACH Regulations or the related or comparable national implementing laws of individual EU Member State or fails to follow Buyer's requirements in this regard, Supplier shall indemnify and hold Buyer harmless from and against any and all Losses (as defined below) arising from, or relating to, such non-compliance.

Capitalized terms used in this Section dealing with the EU REACH Regulation shall have the meaning given thereto in the EU REACH Regulation. These terms relate in particular to:

- i. The Registration of substances as provided in Title II, Articles 5-24 of the EU REACH Regulation;
- ii. The Evaluation of substances as provided in Title VI, Articles 40-54 of the EU REACH Regulation;
- iii. The Authorisation of Substances as provided in Title VII, Article 55-66 of the EU REACH Regulation;
- iv. The Restrictions on the manufacturing, placing on the market and use of certain dangerous substances, mixtures and articles as provided in Title VIII, Articles 67-73 of the EU REACH Regulation;



- v. Chemical Safety Reports as provided in Annex I of the EU REACH Regulation “General provision for assessing substances and preparing Chemical Safety Reports”;
  - vi. Safety Data Sheets as provided in Annex II of the EU REACH Regulation “Requirements for the compilation of Safety Data Sheets”;
  - vii. “Substance” shall have the meaning provided in Article 3.1 of the EU REACH Regulation “(...) “a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition”; “Mixtures” shall have the meaning provided in Article 3.2 of the EU REACH Regulation “(...) a mixture or solution composed of two or more substances”;
  - viii. “Article” shall have the meaning provided in Article 3.3 of the EU REACH Regulation as “(...) an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition”;
  - ix. European Chemical Agency (ECHA) shall mean the EU regulatory authority in Helsinki, Finland, established to assist companies with compliance with the EU REACH Regulation. It advances and promotes the safe use of chemicals, provides information on chemical and addresses chemicals of concern;
  - x. EU Member States shall mean the 28 Member States of the European Union are Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the UK.
- D. Toxic Substances Control Act of 1976 (TSCA): Supplier hereby confirms that any Product supplied to Buyer and used in Buyer’s products complies with the obligations provided for in 15 U.S.C 15 Section 2601 et seq. Confirmation of compliance includes proof of compliance comparable to obligations provided in the TSCA Regulation. To demonstrate compliance with the obligations for which this Section 6(c) provides, Supplier must, in respect of Product supplier to Buyer, and at all times:
- i. show proof of compliance with obligations provided in the TSCA Regulation, as from time to time amended
  - ii. inform Buyer immediately if there are changes to the makeup of substances, mixtures, or articles purchased by Buyer,
  - iii. absorb and pay directly any and all costs related to the testing and maintenance of the TSCA Regulation.
- E. WEEE; RoHS. Supplier also hereby confirms that it understands and fully agrees to fully comply with its obligations under EU Directive 2012/19/EU on waste electrical and electronic equipment (WEEE) and EU Directive 2011/65/EU on the restriction on the use of certain hazardous substances in electrical and electronic equipment (RoHS recast), and under other related or comparable national, federal, state, provincial, municipal and local environmental laws, regulations, and requirements





globally. Supplier warrants that all substances included in the Products to be supplied to Buyer under this Purchase Order, and all activities associated with the design, manufacture, testing and storage of said Products, will comply with all applicable WEEE and RoHS Directives and all related or comparable national, federal, state, provincial, municipal and local governmental authorities throughout the world, as applicable. If Supplier fails to comply with the applicable obligations imposed by the WEEE and ROHS Directives and related or comparable national implementing laws in individual EU Member States, or to follow Buyer's requirements in this regard, Supplier shall indemnify and hold Buyer harmless from and against any and all Losses (as defined below) arising from, or relating to, such non-compliance.

F. Obligations to Comply with Environmental and Hazardous Materials Regulations and Prohibitions on Use of Certain Hazardous Materials

- i. *Environmental Regulations.* Supplier shall manage the efforts described by this Purchase Order to ensure that all aspects of the contract execution, to include, but not be limited to, the following Supplier activities: design, manufacturing, testing, and storage activities, are in compliance with all applicable national, federal, state, provincial, municipal and local environmental laws, regulations and requirements. Supplier shall notify Buyer within 72 hours if any governmental authority gives any direction that could result in permit or other violations.
- ii. *Hazardous Materials.* Supplier agrees that any order involving delivery of any hazardous material (including any material defined as a hazardous material under 49 CFR 171.8, any hazardous chemical as defined in 29 CFR 1910.1200(c), and any hazardous material and/or toxic substance as defined in any other applicable law) shall be packaged and shipped in accordance with the Federal Hazardous Materials Transportation Law, 49 U.S.C. § 5101, et seq., Hazardous Materials Regulations, Title 49 CFR Parts 100-185, Occupational Safety and Health Administration Regulations, Title 29 CFR Part 1910, and Material Safety Data, Transportation Data, And Disposal Data, For Hazardous Materials Furnished To Government Activities (FED-STD-313). The warning label required on hazardous material by 29 CFR 1910.1200 shall not be obscured by other stamps or labels. Supplier shall provide a Material Safety Data Sheet ("MSDS") to Buyer for each hazardous material as a condition of this Purchase Order. Supplier must submit the most current MSDS available (1) prior to the initial shipment, (2) with the first shipment of each year thereafter, and (3) upon any changes affecting the characteristics or composition of the hazardous material previously reported. An MSDS from the manufacturer may be used to satisfy one or more of the requirements of this Section; provided, however, in no event shall any MSDS bear an issue date earlier than 24 months before the date of submission.
- iii. *Prohibition on Use of Certain Hazardous Materials.* Supplier shall not use asbestos, cadmium (used in electroplating processes), lead, mercury, hexavalent chromium (used in electroplating and coating processes), trichloroethylene (TCE), polychlorinated biphenyls, radioactive materials, or other highly toxic or carcinogenic materials without receiving prior written approval from Buyer. The use of pretreatment or painting/coating products containing any lead or hexavalent chromium is strictly prohibited.

G. Conflict Minerals



Buyer advises Supplier that Buyer is required to comply with Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the implementing regulations issued by the United States Securities and Exchange Commission (together the "Act"). Supplier must comply with the provisions of this paragraph d to ensure that Products do not include conflict minerals sourced from mines or smelters in the Democratic Republic of the Congo ("DRC") or an adjoining country that are providing financial support to groups who are operating in violation of human rights. In addition, Supplier acknowledges that Buyer will rely on the accuracy and completeness of information that Supplier furnishes to Buyer as the basis for Buyer's decisions regarding its compliance with the Act and its disclosures under the Act.

The terms "adjoining country", "conflict mineral", and "conflict minerals from recycled or scrap sources", and variations of those terms, are used herein as those terms are defined for purposes of the Act. As of December 17, 2012, the term "conflict mineral" includes columbite-tantalite (coltan), cassiterite, gold, wolframite, or their derivatives, limited to tantalum, tin, and tungsten. That definition is used here unless the U.S. Secretary of State determines and publishes a list of additional derivatives financing conflict in the DRC or an adjoining country and states that the Act applies to those minerals as well.

Supplier represents, warrants, covenants and certifies that it has adopted or is in the process of adopting supply chain policies and processes that will require (i) a reasonable inquiry into the country of origin of conflict minerals incorporated into Products it sells to Buyer to determine whether any conflict minerals are from the DRC or adjoining countries or are from recycled or scrap sources,

(ii) due diligence of Supplier's supply chain, as necessary, to determine where conflict minerals were sourced, including whether the source of any conflict minerals was certified as conflict-free by the EICC or a similarly-recognized certification agency, and (iii) disclosure of the findings of the country of origin inquiry and due diligence to Buyer as it becomes available or in response to Buyer's request.

Supplier further agrees to take all other measures reasonably requested by Buyer to enable Buyer to comply with the Act, including its implementing regulations, as they may be amended over time. Specifically, Supplier agrees (1) to respond to each request from Buyer by certifying in writing to Buyer whether Supplier is complying with this paragraph d, (2) to provide Buyer with such information regarding the source and chain of custody of all conflict minerals that may be contained in Products furnished hereunder as Buyer may request from time to time and to certify in writing as to the accuracy and completeness of such information, (3) to cooperate promptly as requested by Buyer with Buyer's efforts to comply with the Act, including permitting Buyer, at any time, to review Supplier's processes, procedures and all other documentation regarding Supplier's obligations to comply with this paragraph d, and (4) without limiting Supplier's obligations to comply fully with this paragraph for Products furnished under this Purchase Order, to use commercially reasonable efforts to cause its subcontractors and sub-suppliers of every tier to provide Buyer and Supplier with the information and cooperation that Supplier is required to provide under clauses (1), (2) and (3).

Supplier also agrees to take all measures requested by Buyer to enable compliance with the Regulation EU 2017/821 of the European Parliament and of the Council of May 2017 (the "EU Conflict Minerals Regulation").



#### H. Restrictions on Iron and Steel Products from Russia

With respect to each shipment or other delivery of Products hereafter made by Supplier to Buyer, Supplier hereby represents, warrants, certifies and agrees that all such Products do not, as of the date of such shipment or delivery, contain Russian-origin iron or steel, pursuant to Article 3g (1) of Regulation (EU) No 833/2014 as well as United Kingdom's Russia (Sanctions) (EU Exit) (Amendment) Regulations 2023 (collectively, the "Regulations"). Additionally, Buyer may, from time to time, make requests of Seller to confirm compliance under the aforementioned Regulations, to include, but by no means of limiting the foregoing, a signed instrument or other evidence substantiating such certification.

#### I. Compliance with Human Rights and Labor Standards

Supplier warrants that it does not, and agrees that it will not, conduct business with any vendors, subcontractors or any other third parties that (a) employ children, (b) use forced labor, prison labor, indentured labor or bonded labor, or (c) use corporal punishment or other forms of mental and physical coercion as a form of discipline. Supplier agrees to define "child" as less than sixteen (16) years of age. However, if local minimum age law sets the definition of "child" below sixteen (16) years of age and is in accordance with the standards set forth in International Labour Organisation Convention No. 138, then the lower age shall apply.

Supplier warrants that in the event that it employs persons aged eighteen (18) years old or younger, such employment shall comply with local law and international standards and shall not be inconsistent with Article 32 of the rights in the Convention on the Rights of the Child, which requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development;

Supplier warrants that its directors, officers and employees and any other persons controlled by Supplier to perform any services are not engaged in sexual exploitation, trafficking of persons or other abuses of international human rights law. Should instances of any such abuse come to Supplier's attention, Supplier undertakes to investigate any such allegations and take appropriate disciplinary action and, should such abuse rise to the level of a criminal offense under local law, to refer such violations to local law enforcement for prosecution. Supplier warrants that it is not engaged in the acquisition, manufacture, sale or possession of weapons in violation of international humanitarian law, including chemical, biological or toxin weapons.

Supplier undertakes to both respect the labor and human rights standards enumerated in this Section and to ensure that third parties under its control, including Supplier's agents, subcontractors and assigns, respect the labor and human rights standards enumerated herein.

Buyer has the right to audit Supplier's premises to ensure compliance with the provisions of this Section.

#### J. Import Controls

Supplier acknowledges that the Products (and any technical information related thereto) provided to Buyer or any of its affiliates are subject to the import control laws and regulations of the United States, including without limitation the International Traffic in Arms Regulations, and certain Bureau of



Alcohol, Tobacco, Firearms, and Explosives regulations. Buyer shall hold Supplier responsible for any and all Losses (including without limitation any penalties) imposed on or incurred by Buyer or its affiliates as a result of Supplier's noncompliance with these import control laws and regulations. Supplier shall indemnify and hold harmless Buyer and the other Buyer Indemnified Parties from and against any and all such Losses. Supplier hereby agrees that it will not ship or otherwise transport Products to the United States except in full compliance with all applicable U.S. import control laws and regulations.

#### K. Export Controls

Supplier acknowledges that any data/information/Confidential Information provided by Buyer or any of its affiliates is subject to the export control laws and regulations of the United States, including without limitation the Export Administration Regulations and the International Traffic in Arms Regulations. Supplier hereby agrees that it shall not export nor re-export any of such data, information or Confidential Information (including without limitation disclosure to foreign nationals located in the United States) except in compliance with all applicable U.S. export laws and regulations.

#### L. Standards and Requirements

- i. *Fire Apparatus.* All components or subassemblies ordered through this Purchase Order that are to be used in a fire apparatus are subject to performance guidelines outlined in the National Fire Protection Association book 1901 Standard for Fire Apparatus. Supplier warrants that all components and subassemblies to be used in a fire apparatus that are shipped pursuant to this Purchase Order will meet or exceed the standards set forth in the version of the National Fire Protection Association NFPA 1901 Standard for Automotive Fire Apparatus and NFPA 1906 Standard for Wild Land Fire Apparatus that are in effect at the time this Purchase Order is awarded or issued.
- ii. *Ambulances.* All components or subassemblies ordered through this Purchase Order that are to be used in an ambulance are subject to performance guidelines outlined in the Federal Ambulance Specifications (KKK-A-1822), which incorporates by reference the National Truck Equipment Association's Ambulance Manufacturer's Division Standards 001-025. Supplier warrants that all components and subassemblies to be used in an ambulance that are shipped pursuant to this Purchase Order will meet or exceed the standards set forth in the version of the Federal Ambulance Specifications and the National Truck Equipment Association's Ambulance Manufacturer's Division Standards that are in effect at the time this Purchase Order is awarded or issued.

#### 10. Environmental Expectations – Emissions Transparency and Targets

All requested LMI Inc. suppliers will be expected to transparently disclose their organization's greenhouse gas emissions and minimize their impact on climate change through the following requirement:

We require our suppliers to track and reduce Scope 1 and 2 greenhouse gas emissions; establish greenhouse gas emission reduction targets aligned with science (e.g. science-based); and report this information transparently to LMI Inc. or LMI Inc. approved third-party if requested.

#### 11. Warranty



Supplier warrants that: (a) Buyer shall receive good title to all Products purchased hereunder, free and clear of all liens, encumbrances and security interests, (b) all Products purchased hereunder that are goods shall be free from all defects in materials and workmanship, shall be of good and merchantable quality, shall conform exactly to, and shall have been manufactured, produced, packaged, labeled, shipped, delivered, invoiced and sold in strict accordance with, Buyer's specifications, drawings and designs, shall (in the case of goods manufactured by Supplier in accordance with its own designs) be free from all defects in design, and shall (unless otherwise set forth on this Purchase Order) be made from new and unused materials and components, (c) all Products purchased hereunder that are services shall be provided in a professional and timely manner and in accordance with industry standards applicable to a world- class provider of such services, by personnel who are properly trained and supervised, and (d) all Products shall comply, and shall have been manufactured, produced, packaged, labeled, shipped, delivered, invoiced and sold or otherwise performed and provided, as applicable, in compliance with all applicable federal, national, state and local laws, orders, rules, ordinances and regulations.

The foregoing warranties shall survive inspection, delivery, acceptance, payment and completion or termination of this Purchase Order and shall run in favor of Buyer and its customers, both direct and indirect. If any Products furnished under this Purchase Order shall be found to be defective or inferior in quality, or not to conform to Buyer's specifications or to Supplier's warranties during the applicable Warranty Period (as defined below), Buyer shall have all rights and remedies available to it under this Purchase Order and under applicable law. Without limiting the foregoing, Buyer shall also have the right to (i) cancel any unshipped portions of any such Purchase Order, and/or to return any such defective or nonconforming Products to Supplier at Supplier's expense, and/or (ii) retain and rework or repair any such defective or nonconforming Products, in which case Supplier shall reimburse Buyer on demand for material and labor charges associated with the rework or repair, with material, labor, travel and freight charges calculated at Buyer's then-current hourly rates, and/or (iii) cover by purchasing goods from another vendor, in which case Supplier shall reimburse Buyer for the amount (if any) by which the cost of such goods exceeds the contract price of the defective or nonconforming Products hereunder, along with all other cover damages, and/or (iv) impose upon Supplier any predetermined charge-back associated with such defective or nonconforming Products that may have been agreed upon by Supplier and Buyer, and if Buyer imposes such charge-back, Supplier shall within fifteen (15) days pay to Buyer the amount of such charge-back. Buyer shall also be reimbursed by Supplier for all of its costs and expenses in connection with the inspection, storage, handling, packing and/or transporting of any such defective or nonconforming Products, and Supplier shall assume all risk of loss or damage in transit to goods returned by Buyer pursuant hereto.

In the event Supplier becomes aware of any circumstance that would reasonably cause Supplier to believe that any of its warranties may have been breached or that it may not be capable of delivering Products which conform to such warranties set forth in this Section, Supplier shall immediately notify Buyer in writing of the problem and the extent of such problem.

For purposes of this Purchase Order, "Warranty Period" means the period commencing upon the date on which the applicable Product was delivered or furnished to Buyer and expiring on the later to occur of (i) two years after the date on which such Product was delivered or furnished to Buyer; and (ii) two years after the date on which the vehicle, equipment or other product into which such Product is installed or incorporated is delivered by Buyer to its customer, but not later than the third anniversary of the date on which such Product was delivered or furnished to Buyer. Notwithstanding anything in the immediately preceding sentence to the contrary, if Supplier's standard warranty with respect to any particular Product would continue beyond the expiration of the Warranty Period as determined in



accordance with that sentence, then the Warranty Period for that Product shall be deemed to be of the same duration as Supplier's standard warranty. Notwithstanding anything in this Purchase Order to the contrary, in the event that Supplier and Buyer agree in a separate written warranty agreement to a different warranty or Warranty Period, such different warranty and/or Warranty Period shall be controlling over the Products purchased by Buyer pursuant to this Purchase Order.

## 12. Indemnity

### A. General Indemnity

i. Supplier shall indemnify, defend and hold harmless Buyer and its parent companies, subsidiaries, affiliates, shareholders, members, partners, directors, managers, officers, employees, insurers, agents, successors and assigns (collectively, the "Buyer Indemnified Parties") from and against any and all claims, demands, actions, losses, injuries, damages, liabilities, obligations, costs and expenses, including without limitation attorneys' fees, experts' fees and other costs of defending any claim, demand or action and recall costs (collectively, "Losses"), which any Buyer Indemnified Party may incur or become liable for as a result of, on account of or in connection with

(a) any actual or alleged default or breach by Supplier or any of its employees, agents or subcontractors of any of Supplier's warranties or any of Supplier's other obligations under this Purchase Order, or (b) any actual or alleged act or omission by Supplier or any of its employees, agents or subcontractors in performing any of Supplier's obligations under this Purchase Order, or

(c) any defects or alleged defects in any Product or arising from the nature of the material contained in any Products (except to the extent such defect was specifically due to a design that was furnished by Buyer), or (d) any actual or alleged failure on the part of the Products or of Supplier or its employees, agents or subcontractors to comply with any applicable federal, national, state or local laws, orders, rules, ordinances or regulations.

ii. Buyer will notify Supplier of any Losses of which it has knowledge that are or may be subject to Supplier's indemnification obligation. Buyer shall make available to Supplier all information and assistance as Supplier may reasonably request in connection with satisfying its indemnification duties, at Supplier's expense. Buyer shall have the right to participate in the defense of any claims, demands or actions that are subject to Supplier's indemnification obligation, or to assume and control the defense of any such claim, demand or action, all at the expense of Supplier. Supplier may not settle any claim, demand or action without the prior written consent of Buyer (such consent not to be unreasonably withheld or delayed). Notwithstanding anything to the contrary herein, if in the opinion of Buyer or any other Buyer Indemnified Party, any claim, demand or action involves either the potential imposition of criminal liability on any Buyer Indemnified Party, or a conflict of interest between a Buyer Indemnified Party and Supplier as the indemnifying party, then Supplier shall not assume the defense; instead, Buyer shall assume and control the defense, all at the expense of the Seller.

### B. Infringement Warranty and Indemnity

Supplier warrants that neither the Products furnished hereunder, nor their purchase, resale or use, shall infringe or misappropriate or contribute to the infringement or misappropriation of any patent, copyright, trademark, trade name, trade secret or other proprietary right in the U.S.A. or elsewhere, or subject Buyer or its customers (direct or indirect) or any other Buyer Indemnified





Party to royalties in the U.S.A. or elsewhere. Supplier shall indemnify and hold harmless Buyer and its customers (whether direct or indirect) and the other Buyer Indemnified Parties from and against any and all Losses which they, or any of them, may sustain or incur as the result of any breach of this warranty under the same procedures as set forth in Section 13 (General Indemnity) above. The foregoing warranty shall not apply, however, if and to the extent an infringement is proven to have been caused by Supplier manufacturing Products in strict accordance with designs provided by Buyer to Supplier.

### 13. Insurance

Supplier and every other contractor and other person or entity furnishing services or goods (including without limitation the Products) to LMI Inc. or any other Buyer must maintain, and must provide LMI Inc. and such other Buyer with evidence of, the following minimum insurance requirements. In no way do these minimum requirements limit or modify any liability or obligation of Supplier. Supplier shall, at its sole expense, maintain the following insurance:

#### Property Coverage:

Supplier to insure the Buyer Property and Product inventory on site for full replacement cost coverage. Limits must equal the full replacement cost of all Buyer Property and Product inventory.

Commercial General Liability - Coverage per ISO Form CG 0001(1-98) 1998 edition or equivalent, with coverage limits equal to or greater than the following:

\$1,000,000 Per Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations  
\$1,000,000 Personal & Advertising Injury

- Additional Insured Endorsement naming LMI Inc.
- Supplier's coverage is primary with respect to all insureds and additional insured

Automobile Liability – Coverage with coverage limits equal to or greater than the following:

\$1,000,000 Combined Single Limit – Any Automobile

- Additional Insured Endorsement naming London Machinery Inc.

Umbrella - Provide coverage over the Commercial General Liability, Automobile Liability and Employer's Liability policies. Coverage limits equal to or greater than the following:

\$4,000,000 Per Occurrence  
\$4,000,000 Aggregate



- Additional Insured Endorsement naming London Machinery Inc.

Workers Compensation -

Coverage A - Statutory Benefits  
Coverage B – Employer’s Liability

\$500,000 Bodily Injury by Accident - Each Accident  
\$500,000 Bodily Injury by Disease - Policy Limit  
\$500,000 Bodily Injury by Disease - Each Employee

Coverage C - Other States

- Waiver of Subrogation in favor of London Machinery Inc.

If any of Buyer’s vehicle(s) or apparatus are left in Supplier’s care, custody or control, with Supplier attending, servicing, repairing, parking or storing any of Buyer’s vehicle(s) or apparatus, then the following insurance is required:

Garage Liability Coverage –

\$1,000,000 Per Occurrence  
\$1,000,000 Per Occurrence other than Auto  
\$2,000,000 Aggregate other than Auto

- Symbol 21 should be used to designate any Auto coverage
- Supplier’s Garage Liability coverage should be primary and non- contributory
- Additional Insured Endorsement naming London Machinery Inc.

[Note: Subject to approval of London Machinery Inc., the Commercial General Liability policy can be expanded to include Garage Liability. Garagekeepers coverage must be written separately if this is done.]

Garagekeepers and Dealers Physical Damage – Comprehensive/Collision/Dealer’s Drive Away

\$1,000,000 Comprehensive – Each Location  
\$1,000,000 Collision – Each Location

- Symbol 30 should be used to designate vehicle(s) or apparatus left with Supplier for service, repair, storage or safekeeping
- Coverage to apply to LMI Inc vehicle(s) or apparatus in Supplier’s possession, both at or away from Supplier’s business
- Coverage should be Direct-Excess
- \$1,000,000 Dealer’s Drive Away Collision



coverage Additional Insurance Requirements:

The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance.

Supplier shall provide Buyer with certificates of insurance evidencing the coverages, limits and provisions specified above on or before the award or issuance of this Purchase Order and thereafter upon the renewal of any of the policies. Supplier shall maintain the insurance in the types and minimum amounts specified above with insurance carriers that have an AM Best Rating of no less than "A-XII". Supplier shall require all insurers to provide London Machinery Inc. and Buyer with at least 30 days' advance written notice of any cancellation or nonrenewal of any of the policies maintained in accordance with the requirements of this Purchase Order. Certificate Holder shall read as follows:

London Machinery Inc.  
15790 Robins Hill Rd  
London, ON N5V 0A4

14. Intellectual Property

- A. Supplier acknowledges and agrees that Buyer owns and shall retain all rights, title and interest in and to the intellectual property rights that are embodied in or relate to the designs, drawings and specifications provided by Buyer to Supplier (the "Buyer IP"), and such Buyer IP shall include without limitation all patent rights, trademarks, trade names, inventions, discoveries, developments, improvements, modifications, copyrights, technical data, know-how, trade secrets and the like relating to the design, manufacture, production, operation, use or sale of Products that are designed by or on behalf of Buyer or that are manufactured or produced by Supplier using any designs, drawings or specifications of Buyer. Supplier hereby specifically acknowledges and agrees that (i) the Buyer IP is confidential and proprietary to Buyer, and (ii) Supplier does not have, nor will it claim to have, any proprietary rights in any of the Buyer IP. The sole right which is granted to Supplier regarding the Buyer IP is to use the Buyer IP to manufacture the Products for sale to Buyer strictly in accordance with the terms and conditions of this Purchase Order, and Supplier shall not claim any other right in or regarding the Buyer IP.
- B. Buyer acknowledges and agrees that Supplier shall retain all rights, title and interest in and to the intellectual property rights that are embodied in Supplier's own proprietary Product designs, drawings and specifications, and such rights shall not form part of the Buyer IP.
- C. Supplier agrees and warrants that it shall not offer, sell or transfer any Products that (i) incorporate or are based in whole or in part upon any Buyer IP; or (ii) were otherwise designed or developed in whole or in part by Buyer or any of Buyer's affiliated companies; or (iii) were designed or developed by Supplier specifically for a Buyer application through development efforts that involved input or assistance from Buyer or any of its affiliated companies, to any person or entity other than Buyer or one of its affiliated companies, without the prior written consent of Buyer.
- D. Supplier agrees and warrants that it shall not: (i) sell any Product by reference to its "Buyer part number" or "LMI part number" to any person or entity other than Buyer or one of its affiliated companies; or (ii) create or utilize a cross-reference tool or system for any Products referencing a Buyer part number or LMI part number.



## 15. Confidential Information

- A. "Confidential Information" shall mean any and all designs, drawings, bills of materials, blueprints, plans, devices, machinery, specifications, processes, techniques, technical data, know-how, expertise, business and financial records, plans and projections, and other similar information, items, documents and materials made available by Buyer to Supplier, or otherwise acquired, obtained or developed by Supplier under or in connection with this Purchase Order, and including without limitation all Buyer IP and any and all such information that is derivable from Buyer's tooling or other Buyer Property.
- B. Supplier acknowledges that prior to or during performance of this Purchase Order, Supplier may be given access to, or may otherwise acquire, obtain or develop, Confidential Information of Buyer. Supplier shall not (i) use any of the Confidential Information for any purpose other than performance of its obligations under this Purchase Order; or (ii) disclose or make available any of the Confidential Information to any person or entity other than those of its employees or agents who have a definable need to know such Confidential Information in order to allow Supplier to perform its obligations hereunder. The obligations of Supplier under this Section 24 are continuing and shall survive the completion or earlier termination of this Purchase Order, and are also binding on Supplier's employees, officers, directors, agents, advisors and affiliates.
- C. All Confidential Information and all copies thereof, and all materials and documents containing or relating to any of the Confidential Information, whether prepared or developed by Supplier or otherwise coming into Supplier's possession, are and shall remain the sole and exclusive property of Buyer. Upon completion or earlier termination of this Purchase Order, or upon Buyer's demand, Supplier shall: (i) cease use of all Confidential Information associated with or related to this Purchase Order and all copies thereof, and cease use of all materials and documents containing or relating to any such Confidential Information; and (ii) return to Buyer all such Confidential Information, materials and documents and any and all tangible copies thereof, or destroy said items and certify in writing to Buyer that such destruction has occurred; and (iii) delete and erase any and all electronic or intangible copies of such Confidential Information, materials and documents, retaining no copies, and certify in writing to Buyer that such deletion and erasure have occurred.
- D. Supplier agrees that it shall not (i) disclose to Buyer or use on behalf of Buyer any proprietary information or trade secrets obtained from third persons without their authorization, or (ii) bring proprietary information or trade secrets of third persons onto Buyer's premises without the authorization of such persons.
- E. Notwithstanding anything to the contrary herein, the restrictions set forth in this Section 24 will not apply to any portions of the Confidential Information that Supplier can demonstrate by clear and convincing documentary evidence: (i) are or have become generally available to the public other than as a result of an act, omission or fault of Supplier or any of its employees, officers, directors, agents, advisors or affiliates, (ii) are or have become available to Supplier on a non-confidential basis from a source other than Buyer, which source is legally entitled to disclose such information to Supplier without confidentiality restrictions, or (iii) were independently developed by Supplier without reference or access to any of Buyer's Confidential Information.
- F. This Purchase Order does not constitute or imply a license or other permission to use or practice any of the Confidential Information disclosed hereunder, except that Supplier may use such



Confidential Information solely for the purpose of performing its obligations under this Purchase Order. This Purchase Order does not constitute or imply an offer or promise by either party to agree to any further agreement with respect to the Confidential Information or any other matter.

- G. In the event that Supplier becomes legally compelled to disclose any of the Confidential Information by subpoena or similar legal process, Supplier shall provide Buyer with prompt written notice of such process so that Buyer may seek a protective order or other appropriate relief, and Supplier shall not disclose any Confidential Information in response to said process until at least 14 days have passed following the date Supplier provides such notice to Buyer. Supplier shall cooperate with any effort by Buyer to obtain a protective order or other relief. If such a protective order or other appropriate relief is not obtained, and Supplier is legally required to disclose Confidential Information of Buyer, Supplier (i) may disclose only that portion of the Confidential Information which its counsel advises in writing is required to be disclosed and (ii) shall use its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Confidential Information that it is required to disclose.
- H. Supplier acknowledges that the covenants and undertakings contained in this Section 24 relate to matters which are of a special, unique and extraordinary character, that they are reasonably related to Buyer's legitimate business interests, and that a violation of any of the terms of this Section 24 will cause irreparable injury to Buyer, the amount of which will be impossible to estimate or determine, and for which adequate monetary compensation could not be fashioned. Therefore, Supplier agrees that Buyer shall be entitled, as a matter of right and without the need to prove irreparable injury, in addition to all other rights and remedies available under applicable law, to an injunction, restraining order or other equitable relief from any court of competent jurisdiction, restraining any violation or threatened violation of this Section 24, or requiring compliance with or performance of any obligation hereunder, by Supplier, any of Supplier's employees, officers, directors, agents, advisors and affiliates, and such other persons as the court may find appropriate. In any such action, Supplier shall be responsible for the payment of Buyer's attorneys' fees. Supplier further agrees that no bond or other security shall be required in order for Buyer to obtain such relief, and Supplier hereby consents to the issuance of such injunction or restraining order and to any order of specific performance, without imposition of a bond or other security.

#### 16. Subcontracts

Supplier shall not subcontract or otherwise delegate any of its responsibilities or obligations or subcontract for the manufacture, production, packaging, labeling, or other performance or provision, as applicable, of the Products, without Buyer's advance written consent. Supplier shall notify Buyer in writing of the identity of the subcontractor(s) it proposes to engage and the portions of the work it intends for those subcontractors to perform. Notwithstanding any consent by Buyer to any such subcontracting or delegation, Supplier shall be liable to Buyer for any and all acts and omissions of any permitted subcontractor, and in no event shall any such subcontracting or delegation in any way relieve Supplier of any of its obligations or liabilities hereunder. Buyer shall owe no duties to any such subcontractors. Supplier shall be responsible for compensating its subcontractors, and shall indemnify and hold harmless Buyer against any claims, demands or actions by such subcontractors.

#### 17. Industrial Offset Credit/Cooperation

This Contract has been entered into in direct support of Buyer's international offset programs. To the



exclusion of all others, all industrial benefits or offset benefit credits resulting from this Contract are the sole property of Buyer to be applied to the offset program of its choice. Supplier shall provide documentation or information that Buyer or its assignees may reasonably request to substantiate claims for industrial benefits or offset credits. Supplier agrees to assist Buyer in securing appropriate offset credits from the respective country government authorities.

Supplier agrees to use reasonable efforts to identify the foreign content of goods that Supplier either produces itself and/or procures from subcontractors for work directly related to this Contract. Promptly after selection of a non-U.S. subcontractor for work under this Contract, Supplier shall notify Buyer of the name, address, subcontract point of contact (including telephone number and e-mail address) and dollar value of the subcontract.

In the case of an International Transaction, Supplier agrees that Buyer, its subsidiaries, affiliates or its designees may exclusively use the value of the Purchase Order to satisfy any international offset obligations that Buyer may have with Supplier's country, subject to the offset qualifying laws, rules and regulations of that country.

#### 18. Sameness Requirement

Supplier warrants that the Products supplied to Buyer shall be uniform, and that there shall be no change in design that would adversely affect the form, fit, finish, functionality or serviceable parts of the Products being supplied. A "change in design" shall include any change in materials or material characteristics, as well as any dimensional changes. In no event shall Supplier make any change in design of any Product to be sold to Buyer without Buyer's prior written consent, which may be granted or withheld in Buyer's sole discretion. Supplier shall provide written notice to Buyer of any proposed change in design, which notice shall include the reason for such change and a description of the manner in which such change will or will not affect the form, fit, finish, functionality or serviceable parts of the Products, supported by testing and analysis. Supplier shall be solely liable for any and all Losses incurred by Buyer as a result of any change in design by Supplier that was not authorized in advance in writing by Buyer, and all such Losses shall be debited to Supplier's account and/or shall be payable by Supplier upon demand by Buyer. In addition, Supplier shall not make any change to any of its manufacturing processes or manufacturing location(s) for the Products to be sold to Buyer without prior notification to and written approval from Buyer.

#### 19. Certain Materials, Tooling and Equipment

All materials, including without limitation tools and equipment, furnished to Supplier by Buyer or specifically paid for by Buyer and any materials affixed or attached thereto (collectively, "Buyer Property"), shall be and remain the sole property of Buyer, shall be subject to removal from Supplier's facilities at any time without charge upon demand by Buyer, shall be used only by Supplier and only in filling orders from Buyer, shall be kept separate from other materials or tools of Supplier and kept free of liens and security interests, and shall be clearly identified as the property of Buyer. Without limiting the foregoing, Supplier shall not use any Buyer Property in the production of any Products to be offered or sold to any person or entity other than Buyer or one of Buyer's affiliated companies. Supplier assumes all liability for loss of or damage to the Buyer Property, with the exception of normal wear and tear, and agrees to supply Buyer with detailed statements of Buyer Property in Supplier's possession, custody or control at monthly intervals or as otherwise agreed by Buyer. All such Buyer Property, while in Supplier's possession, custody or control, shall be held at Supplier's risk and shall be kept insured by Supplier at Supplier's expense in an amount equal to the replacement cost thereof, with loss payable to Buyer. Except for the Buyer Property, all tools, dies,





molds and similar items required for the production of the Products (hereinafter collectively referred to as "Supplier Tooling") shall be furnished by Supplier at its sole expense and without charge to Buyer unless separately itemized on this Purchase Order. It shall be the responsibility of Supplier to maintain, keep in good condition, and replace when necessary at Supplier's expense all Buyer Property and Supplier Tooling in order that such Buyer Property and Supplier Tooling at all times have the capacity to produce parts in conformance with orders from Buyer. All such replacements of Buyer Property shall be considered "Buyer Property" and shall be so identified.

#### 20. Quality Control & Inventory Control

Supplier shall maintain adequate and consistent quality and inventory control programs so as to assure that the Products meet all specifications as to appearance, performance and reliability. In the event Buyer requires Supplier to purchase specific parts or components for the Products from certain vendors, Supplier shall be responsible for logistics, quality assurance, and ensuring that such parts meet Buyer's specifications. Supplier shall furnish to Buyer results of quality and inventory control samplings upon request.

#### 21. Aftermarket Parts Provisions

By accepting this Purchase Order, Supplier specifically warrants and agrees as follows:

- A. For so long as any particular type, model or item of Product sold by Supplier to Buyer is being used by Buyer in production (i.e., it is being used by Buyer in the production, manufacture or assembly of a vehicle, item of equipment or other finished good), Supplier agrees to sell those Products to Buyer for aftermarket purposes at prices no greater than, and on terms no less favorable than, the prices and terms at which Supplier is then selling those Products to Buyer for use in production. Buyer shall be assumed to be continuing to use a particular type, model or item of Product in production until Buyer notifies Supplier in writing that it is no longer using such Product in production.
- B. At the time Buyer notifies Supplier in writing that a particular type, model or item of Product is no longer being used by Buyer in production, Supplier shall give Buyer an opportunity for sixty (60) days to make one or more "last time buys" of that Product, in such quantities as are determined by Buyer and at the same price that was most recently paid by Buyer for such Product, and on the same terms as were applicable to that most recent purchase. Thereafter, if Buyer wishes to buy additional units of that type, model or item of Product, prices shall be as mutually and reasonably agreed by the parties, and Supplier will furnish Buyer with a quotation identifying the price at which it will sell such Product to Buyer. Each such quotation shall remain fixed and valid for not less than twelve (12) months after the date it is furnished to Buyer. Supplier may not change such Product price during this 12-month period, and Supplier must give Buyer at least ninety (90) days' written notice prior to implementing any price change for that Product after the end of such 12-month period.
- C. For each particular type, model or item of Product sold by Supplier to Buyer, Supplier shall keep and make such Product (and all parts and components of such Product) readily available for purchase by Buyer for so long as such Product is being used by Buyer in production and for ten (10) years after the date that Buyer notifies Supplier in writing that such type, model or item of Product is no longer being used by Buyer in production. Supplier acknowledges and agrees that this obligation applies not only to Products that are parts, but also to all parts that are incorporated



into Products that are multi-part components or subcomponents. Supplier further agrees that it shall not discontinue the availability of any such Product or part sooner than ten (10) years after the date that Buyer notifies Supplier in writing that such type, model or item of Product is no longer being used by Buyer in production. If after the expiration of such 10-year period, Supplier intends to discontinue such type, model or item of Product (or parts or components thereof), Supplier shall notify Buyer in writing, and: (i) if Supplier is discontinuing such Product, part or component in favor of a replacement, Supplier shall give Buyer an opportunity for sixty (60) days following the date Buyer receives Supplier's notice to make one or more "last time buys" of that Product, part or component, in such quantities as are determined by Buyer and at the same price that was most recently paid by Buyer for such Product, part or component, and on the same terms as were applicable to that most recent purchase; and (ii) if Supplier is discontinuing such Product, part or component without replacement, Supplier shall furnish to Buyer at no charge all drawings, blueprints and specifications necessary for the fabrication of such Product, part or component, and Supplier shall, and hereby does, grant to Buyer a perpetual, royalty-free, fully- paid, non-exclusive, worldwide, transferable right and license to make, have made, use and sell such Product, part or component. Supplier shall ensure that its agreements with its part and component suppliers and subcontractors contain provisions that enable Supplier to meet all of its obligations under this section.

## 22. Miscellaneous Provisions

### A. Severability; Headings

If any provision of this Purchase Order, or of these Terms and Conditions, or of any other agreement between Buyer and Supplier incorporating these Terms and Conditions, is determined by a court of competent jurisdiction to be unenforceable or invalid, the remaining provisions shall not be affected thereby but shall remain in full force and effect; and any such unenforceable or invalid provision(s) shall be deemed, without further action by any person or entity, to be modified and/or limited to the extent necessary to render them enforceable and valid. Section headings are for convenience only and shall not be considered in the construction or interpretation of these Terms and Conditions.

### B. Bankruptcy

In the event of (a) any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Supplier as debtor, or (b) the appointment, with or without Supplier's consent, of an assignee for the benefit of Supplier's creditors or of a receiver for Supplier or all or some of its assets, or (c) Supplier's ceasing to conduct its operations in accordance with accepted business practices (including without limitation inability to meet its obligations as they mature), or Supplier's otherwise becoming insolvent, then Buyer shall be entitled to elect to cancel any unfilled part of this Purchase Order without any liability whatsoever. If Buyer so elects to cancel, Buyer may, at Buyer's sole election, pay Supplier its actual direct out-of-pocket costs of performance hereunder to the date of such cancellation, as approved by Buyer, in which event the Products or uncompleted portions of the Products shall be the property of Buyer and Supplier shall safely hold the same for a reasonable time subject to receipt of Buyer's written shipping instructions or other disposition instructions. Buyer shall be entitled to remove such Products and portions of Products, together with the Buyer Property (as defined below), from Supplier's facility upon notice to Supplier, and Supplier shall make such items available for pick up by Buyer.



C. Non-Assignment

Supplier shall not assign, delegate or transfer this Purchase Order, or any of its rights or duties hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of Buyer, which consent may be granted or withheld in Buyer's sole discretion. Any purported assignment, delegation or transfer by Supplier without such prior written consent shall be void and have no effect. If given written consent by Buyer to assign the account receivable arising from performance hereof, Supplier must state on each invoice the name and address of the assignee.

D. Force Majeure Events

Neither party shall be liable to the other for any delay in or failure of performance of any of its obligations hereunder if and to the extent such delay or failure is caused by fire, flood, strike (excluding strikes by such party's own employees), war, acts of terrorism, acts of God or the public enemy, or any other similar or dissimilar cause that is beyond its reasonable control, that is not due to its negligence, and that could not have been reasonably avoided by it (each such event, a "Force Majeure Event"); provided, however, that a party affected by any such Force Majeure Event shall (i) immediately notify the other party in writing of such Force Majeure Event and indicate the expected duration of such interruption, and (ii) make all commercially reasonable efforts to remove or overcome the effects of such Force Majeure Event and resume performance as promptly as possible. A party's performance shall be excused by a Force Majeure Event only for the duration of such Event. Notwithstanding anything herein to the contrary, Buyer shall have the right to cancel this Purchase Order in the case of a Force Majeure Event affecting Supplier under the circumstances set forth in Section 2 above.

E. Waiver

Neither Buyer's failure to insist on performance of any term, condition or provision hereof, nor Buyer's failure to exercise any right or privilege, shall be or be construed as a waiver of any term, provision, condition, right or privilege, nor shall it be or be deemed to be a waiver of any provisions of any subsequent Purchase Order. No waiver by Buyer of any breach by Supplier shall be effective unless it is in writing and signed by Buyer, and no such signed waiver shall be or be construed as a waiver of any other or subsequent breach. Buyer's rights and remedies provided hereunder and by law shall be cumulative.