

GARANT, G.P. (“BUYER”)
TERMS AND CONDITIONS OF PURCHASE

1. **CONTRACT OF PURCHASE.** Subject to the terms and conditions stated herein and in the Purchase Order (including all statements of work, drawings, specifications and other documents attached to or referred to in the Purchase Order), Seller agrees to sell the goods and/or services as described in the Purchase Order. Seller will be deemed to have accepted a Purchase Order upon Seller’s acknowledgment and acceptance of the Purchase Order or by shipment of goods or commencement of any performance under the Purchase Order. By accepting the Purchase Order, Seller agrees to comply with all terms, conditions and specifications in the Purchase Order documents. The terms set forth herein, and in those documents referenced herein, constitute the entire agreement and supersede all previous verbal or written representations, agreements and conditions. No revision of the Purchase Order shall be valid and binding unless it is in writing, including by acknowledged email, and mutually agreed by both parties, and no conditions stated by Seller in accepting, acknowledging, or amending a Purchase Order shall be binding upon Buyer unless expressly accepted in writing by Buyer. To the extent any non-preprinted terms or conditions set forth in the Purchase Order document are in conflict with these Terms and Conditions of Purchase, they shall supersede these Terms and Conditions of Purchase. In the event of any inconsistency between the Purchase Order documents, the order of precedence will be: (i) the Purchase Order; (ii) these general Terms and Conditions of Purchase; (iii) any documents, such as, but not limited to, statements of work, drawings or specifications, incorporated by reference in the Purchase Order document.
2. **PRICE.** The price for the goods and/or services shall be the price as shown on the Purchase Order. The Seller warrants that the agreed price is not less favorable than that currently extended to any other buyer for similar quantities of similar products. No increase in the price will be effective, for increased material, labor, transportation costs or otherwise, without the prior written consent of Buyer. There shall be no adjustment to the price to account for inflation, commodity or currency risk. Unless otherwise agreed in writing, the price includes all packaging, transportation costs, insurance, customs duties, and fees and applicable taxes, including but not limited to, all sales, use or excise taxes, insurance, rigging, installation, start-up and testing.
3. **TAXES.** Unless prohibited by law, Seller shall pay all applicable: (i) federal, state, provincial or local taxes, transportation tax, or other tax required to be imposed on the goods or services, or by reason of their sale or delivery; (ii) taxes arising from Seller’s business activity, payroll, income or assets; and (iii) import/export license fees and import/export taxes and duties on all services and tangible items either imported or exported by Seller. Seller agrees to indemnify and hold Buyer harmless against any and all tax liability or penalty asserted, assessed, or imposed with respect thereto by any governmental authority.
4. **INVOICES.** Unless otherwise agreed in writing, including by acknowledged email, Seller shall issue an invoice to Buyer on or within ten (10) days after the completion of delivery or performance of services, and only in accordance with these terms and any payment schedule set forth in the Purchase Order or other documents incorporated therein. Unless otherwise agreed in writing, including as stated on the Purchase Order, invoices are paid net sixty (60) days from date of receipt of Seller’s properly conformed invoice with respect to products delivered or services performed, except for any amounts disputed by Buyer in good faith. All invoices must contain the following information: Purchase Order number, item number(s), description, sizes, quantities, unit prices, delivery location(s) and any other information requested by Buyer. Payments of invoices shall be subject to adjustment for shortages, defects and other failures of Seller to meet the requirements of the Purchase Order. Buyer may reject any invoice that does not contain the appropriate information.
5. **DELIVERY/PERFORMANCE.** The goods shall be delivered to Buyer assembled, completed, and ready for use, and the Buyer shall accept delivery of goods or performance of services at the location designated on the Purchase Order. Seller’s obligation to meet the delivery or performance date is material; **TIME IS OF THE ESSENCE**, and if delivery of goods or performance of services is not completed by the time stated in the Purchase Order, Buyer may, without liability and in addition to its other rights and remedies, (i) terminate the Purchase Order as to goods not yet shipped or services not yet performed, (ii) purchase substitute goods or services elsewhere, and/or (iii) charge Seller with any damages incurred, whether special, direct, indirect, incidental or consequential. Upon request, Seller shall give Buyer advance notice of when shipments will be made. Delivery of goods or performance of services is not complete until goods or services have been actually received and accepted by Buyer.
6. **SHIPMENTS, FREIGHT, TRANSFER OF TITLE & RISK OF LOSS.** Freight Terms. Unless otherwise agreed to or stated on a Purchase Order, international delivery terms shall be FOB Port of Origin (Incoterms 2010) for goods transported by ocean, or FCA Named Place (Incoterms 2010) for goods shipped otherwise, and domestic delivery terms shall be CIP Named Destination (Incoterms 2010). Seller shall use the carrier designated by Buyer or its designee and will ship and mark the packaging in accordance with carrier's and Buyer’s instructions. Transfer of Title and Risk of Loss. For all shipments (international and domestic), title and risk of loss or damage to the goods will pass to the Buyer at the

designated Incoterms delivery point. Seller will bear the risk of loss or damage while the goods are in transit from Seller's facility to the designated Incoterms delivery point.

7. **EXCUSABLE DELAY.** Seller shall not be deemed to be in default or be liable on account of delays or non-performance under a Purchase Order to the extent such delay or non-performance is caused by an event or circumstance beyond Seller's control and not caused by Seller's fault or negligence, provided that promptly upon the occurrence of any such event, Seller shall give notice thereof to Buyer, identifying the occurrence and specifying the period of delay reasonably expected to result therefrom. Examples of such occurrences or events include, but are not limited to, acts of God or the public enemy, acts of the Government in its sovereign capacity, fires, floods, epidemics, freight embargoes and unusually severe weather. In the event delivery of goods or performance of services is expected to be delayed for more than thirty (30) days after Buyer receives Seller's notification, Buyer shall have the option to terminate the Purchase Order upon written notice given to the Seller within five (5) business days after the expiration of such thirty (30) day period, and such termination shall discharge all obligations and liabilities of the parties hereunder with respect to undelivered goods, services or other items to be furnished hereunder.
8. **CHANGES. Buyer's Changes:** Buyer shall have the right at any time prior to the shipment date of the goods or services to make changes in drawings, designs, specifications, quantities, packaging, time and place of delivery, nature and duration of services, and method of transportation. Within ten (10) days after receipt of a change notice, Seller shall notify Buyer of its proposed pricing for the change, including a cost breakdown and substantiation for the change, whether by way of increase or decrease, and the parties shall negotiate an equitable adjustment in the corresponding prices. **Seller's Changes:** Seller shall not make any changes in the quality, specifications, manufacturing location, subcontractors, suppliers, or processes related to the goods without Buyer's prior written consent.
9. **QUALITY OF GOODS.** Any Purchase Order for goods is subject to the requirements contained in the Ames Companies Supplier Handbook and the Ames Companies Vendor Quality Manual (together, the "Quality Manual"), which are incorporated herein by reference. Seller acknowledges receipt, review and acceptance of the Quality Manual. Buyer reserves the right at its discretion to revise or amend the Quality Manual at any time, and Seller agrees that any such revised or amended Quality Manual, as posted on the Buyer's website or otherwise made available to Seller, shall be binding on the Purchase Order and Seller. All goods sold by Seller to Buyer pursuant to the Purchase Order shall conform to Buyer's quality standards and requirements set forth in any specifications, drawings, samples or other document upon which the Purchase Order is based. Prior to delivery, Seller shall inspect and test the goods for quality in compliance with the Purchase Order. The Seller shall keep records of all such quality inspections and tests and, if so requested by Buyer, supply Buyer with copies of such records.
10. **INSPECTION AND ACCEPTANCE.** Buyer may inspect all goods at any time, including during manufacture at the Seller's facility. Such inspection may at Buyer's option include confirmation of Seller's compliance with all requirements of the Purchase Order. At no additional cost to Buyer, Seller will permit Buyer and/or its designees access to Seller's facilities at all reasonable times and will provide all tools, facilities and assistance reasonably necessary for such inspection and/or confirmation. All goods are subject to final inspection and acceptance at any time after delivery to Buyer. Buyer, without prejudice to any other rights or remedies, shall have the right to reject defective goods and, at Seller's risk (notwithstanding the terms of delivery) and expense, return the same to Seller or dispose of the same according to Seller's instructions. Payment or transfer of title shall not constitute acceptance. Buyer may return any non-conforming goods to Seller for reimbursement, credit, replacement or correction as Buyer may direct, or Buyer may correct and/or replace such goods at Seller's expense. If Seller fails to correct or replace non-conforming goods, per Buyer's direction, in a timely manner, Buyer may cancel the Purchase Order as to all such goods, will be held by Buyer temporarily at Seller's risk and expense. Seller will reimburse Buyer for any packaging, handling and transportation costs Buyer incurs with respect to rejected goods. Buyer may revoke its acceptance of goods at any time, whether or not a substantial modification to the goods has been made, if Buyer finds a previously undiscovered defect in the goods which substantially impairs the value of the goods to Buyer.
11. **WARRANTY.** In addition to, and without prejudice to, all other warranties both express and implied, Seller warrants to Buyer and its affiliates, successors, assigns, customers, and users of the goods sold by Buyer that the goods or services furnished hereunder will be (i) free from defects in material, workmanship and manufacturing processes, (ii) in compliance with all requirements of this Purchase Order and all applicable drawings, specifications, statements of work, samples, representations or other descriptions, (iii) to the extent such goods or services are not furnished pursuant to detailed designs provided by Buyer, free from defects in design or specification, (iv) suitable for the purposes intended, (v) free of all liens and encumbrances, and (vi) free from infringement of any third party intellectual property rights. All warranties, both express or implied, shall survive inspection, acceptance and payment. If any goods or services fail to comply in any respect to any of the warranties set forth above, Seller shall, at Buyer's option, promptly repair or replace the goods or re-perform the services. Transportation of replacement goods and return of nonconforming goods shall be at Seller's expense. If repair or replacement of goods or re-performance of services is not timely, Buyer may elect to return, repair, replace, or

re-procure the nonconforming goods or services at Seller's expense. Buyer's approval of any documentation prepared by Seller or Buyer's participation in inspection, design reviews or first provision approval process or similar reviews shall not relieve Seller of any obligation under this warranty. Buyer's rights as set forth in this provision shall be in addition to any other rights and remedies Buyer may have under this Purchase Order, or in law or equity. Seller shall promptly reimburse Buyer for any expenses or damages incurred by Buyer as a result of Seller's failure to comply with (i)-(vi) above, including but not limited to repair, replacement, rework, removal and reinstallation costs, shipping costs, production delays, payment withholds, field service costs, recall costs, and costs of filing and complying with legal and regulatory requirements of a governmental agency of any country, state, province or municipality, including but not limited to the U.S Consumer Product Safety Commission. If services are to be provided by Seller hereunder, Seller warrants to Buyer that such services have been performed in a professional and workmanlike manner and in compliance with Buyer's instructions or other requirements. Seller further warrants that it has the requisite power, authority and ability to execute, deliver and perform its obligations hereunder. Upon request by Buyer, Seller shall provide Buyer with financial data demonstrating that Seller is financially stable and capable of performing hereunder, provided that Seller shall not provide any information to Buyer in violation of any applicable laws (including securities laws restricting disclosure of "insider information").

12. **INDEMNIFICATION.** Seller shall defend, indemnify and hold harmless Buyer, its parent, affiliates, and their respective directors, officers, employees, customers and those selling or using its products, successors and assigns ("Buyer Indemnitees") from and against any and all losses, costs and expenses arising from a breach of this agreement by Seller, and from and against any and all claims for loss, damage or injury and from and against any suits, actions, or legal proceedings of any kind brought against any Buyer Indemnitee on account of any injuries received or property damage sustained by any person, persons, or entities in any manner, directly or indirectly caused by, arising out of, or attributable or related to a breach of this agreement, defects in the design, manufacture, or materials used in the goods, negligence in the manufacture, or provision of the goods supplied, or performance of the services hereunder. If directed by Buyer, Seller shall take upon itself the defense and/or settlement of all such claims and the defense of any suit, suits or legal proceedings of any kind brought to enforce such claim or claims, and to pay all judgments entered in such suit, suits or legal proceedings, and all attorneys fees and other expenses. Seller shall not consummate any settlement without Buyer's prior written consent. Seller's covenants of indemnity herein shall continue in full force and effect notwithstanding the termination or expiration of the Purchase Order.
13. **PATENT INDEMNIFICATION.** Seller will indemnify, defend and hold Buyer Indemnitees harmless from and against all liability and expenses, including attorneys' fees, arising from any actual or claimed infringement or violation of patent, trademark, trade secret, copyright or other intellectual property, including, but not limited to, improper, false, and/or invalid patent, trademark, and/or copyright markings, misappropriation of trade secrets, breach of confidential relationship, or other rights occasioned by the manufacture, sale or use of the goods and/or services provided under the Purchase Order. Seller's obligation under this Section shall not apply to goods manufactured by Seller pursuant to detailed designs developed exclusively by Buyer and provided to Seller and which does not require any research, development, or design work by Seller.
14. **CANCELLATION/TERMINATION.** In addition to its other rights hereunder, Buyer reserves the right to cancel the Purchase Order or any part thereof without further cost or liability if Seller breaches any of the provisions of this agreement, or if Seller becomes insolvent or the subject of any proceeding under the law relating to bankruptcy or the relief of debtors. Buyer further reserves the right to terminate the Purchase Order or any part thereof for the sole convenience of the Buyer; provided that if such termination right is invoked, all reasonable actual costs incurred up to the date of termination will be reimbursed, once Seller establishes an entitlement thereto.
15. **ASSIGNMENT, DELEGATION AND SUBCONTRACTING.** Seller shall not assign, transfer, delegate, encumber or subcontract any of its rights or obligations under the Purchase Order, including by operation of law, without Buyer's prior written consent; except that Seller may assign its right to monies due or to become due. Any other attempt to assign or delegate in violation of this provision is void. No assignment, delegation or subcontracting by Seller, with or without Buyer's consent, shall relieve Seller of any of its obligations under this Purchase Order or prejudice any of Buyer's rights against Seller whether arising before or after the date of any assignment. This provision does not limit Seller's ability to purchase standard commercial supplies or raw materials.
16. **BUYER'S PROPERTY.** All tools, molds, equipment dies, gauges, models, drawings or other materials furnished by Buyer to Seller or paid for by the Buyer, and all replacements thereof and materials fixed or attached thereto, shall be and remain the property of the Buyer. All Buyer's property and, whenever applicable, each individual item thereof, will be plainly marked and otherwise adequately identified by Seller as "Property of Garant, G.P." (or as otherwise directed Buyer), and will at Seller's expense be safely stored (separate and apart from Seller's property whenever practicable) and will be kept free of all liens, claims, encumbrances and interests of third parties. Seller will not substitute any property for Buyer's property, will not deliver or make available to any third party any of Buyer's property or any property or goods

developed, manufactured or created with the aid of any of Buyer's property and will not use any of Buyer's property or any property or goods manufactured, developed or created with the aid of Buyer's property, except in filling the Purchase Orders of Buyer. Upon completion of the Purchase Order, or upon the written request of Buyer at any time, Seller will prepare all Buyer's property for shipment and deliver such property to Buyer in the same condition as originally received by Seller, reasonable wear and tear excepted. Buyer shall have the right, at all reasonable times upon prior notice, to enter Seller's premises to inspect any and all Buyer's property and any property or goods manufactured, developed or created with the aid of any Buyer's property. Seller shall have such responsibility for Buyer's property as is chargeable to Seller by law by reason of its position as a bailee.

17. **CONFIDENTIAL AND/OR PROPRIETARY INFORMATION.** (A) "Confidential Information" and/or "Proprietary Information" (hereinafter referred to collectively as "Proprietary Information") shall, for the purpose of this agreement, mean: (i) information, knowledge or data disclosed by Buyer to Seller, regardless of whether disclosed in written, tangible, oral, visual or other form and (ii) information, knowledge or data which was obtained from facility visits. In the event Buyer furnishes sample products, equipment, or other objects or material, including software, to Seller, the items so received and any information contained therein shall be treated as Proprietary Information disclosed to Seller under this agreement. Furthermore, any and all information obtained or derived from said items, including results from testing, shall be treated as if they were Proprietary Information disclosed pursuant to this agreement. All Proprietary Information disclosed in any documentary or tangible form, whether in written or electronic form may be marked "Proprietary" or "Confidential" and if the Proprietary Information is not so identified, it will be considered proprietary if by its very nature or the circumstances under which it is disclosed one would reasonably consider it to be proprietary. Seller shall use Buyer's Proprietary Information solely for the purposes of supporting the current business relationship with Buyer and not for any other purpose. Seller shall not disclose Buyer's Proprietary Information to any third party without Buyer's express written consent. Seller may disclose Buyer's Proprietary Information to contract workers, consultants and agents of Seller who have a need to know and who have executed agreements with Seller obligating them to treat such information in a manner consistent with the terms of this agreement. Seller shall not (a) sell Buyer parts or components incorporating or containing Buyer Proprietary Information to any third party, or (b) sell any goods to any third party which have been produced using Buyer Proprietary Information.

(B) Notwithstanding the foregoing provisions, this agreement shall not restrict or affect Seller's rights to use or disclose information: (1) which is or may hereafter be in the public domain through no fault of Seller; or (2) which Seller can show, as reflected by its written documents, was known to it prior to the disclosure by Buyer; or (3) which is disclosed to Seller by a third party, without restrictions similar to those herein imposed, subsequent to disclosure by Buyer; or (4) which Seller can show, as reflected by its documents, was independently developed by Seller without the use of the Proprietary Information.

18. **INTELLECTUAL PROPERTY.** All inventions, patents, copyrights, trade secrets, know-how, test results, tooling, molds, jigs and fixtures, or other industrial or intellectual property, associated with, or used in or for, the manufacturing of the Products shall be defined for purposes of these Terms and Conditions as "Property." All Property owned by Seller prior to entering into this agreement shall remain owned by Seller. Seller irrevocably grants to Buyer a non-exclusive, royalty-free, fully paid, worldwide license to make, use, and sell Buyer products incorporating or using all or any of Seller's Property for the term of this agreement. Unless otherwise agreed in writing, if the work performed by Seller pursuant to this agreement is funded wholly or in part by Buyer, or utilizes or is derived from Buyer Proprietary Information or Buyer Property, the resulting Property shall belong exclusively to and is hereby assigned to Buyer. Seller shall not have any rights in such resulting Buyer Property except as Buyer may grant for the purposes of manufacturing Products for Buyer. The use by Seller of any intellectual property of Buyer, is authorized only for the purposes set forth in this agreement or any other contract between the parties, and upon termination of the applicable agreement, such authorization shall cease. Seller shall execute assignments and other documents which, in the opinion of Buyer, are necessary to secure Buyer's rights hereunder. If Seller uses a subcontractor in connection with the work called for by this Agreement, Seller agrees to procure from them similar rights and agreements on behalf of Buyer, including agreements that protect Proprietary Information directed to Property and Product.

Seller shall not sell to any third party any parts, products, or components produced using Buyer Proprietary Information or any Buyer Property. Seller shall not label, advertise, market, or promote any parts, products or components in any way that indicates that such parts, products or components are a "replacement" or "substitute" for any parts, products or components that Seller manufactures or has manufactured for Buyer.

19. **COMPLIANCE WITH LAWS.** Seller warrants that all goods and/or services supplied hereunder will have been produced or provided in compliance with, and Seller agrees to be bound by, all applicable foreign, federal, municipal, provincial, state and local laws, orders, rules, regulations, guidelines, standards, limitations, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to such laws, including, without limitation, product content and labeling, including the U.S. Toxic Substances Control Act, and applicable RoHS and

REACH regulations, anti-bribery, anti-corruption laws, Conflict Mineral prohibition and Conflict Mineral disclosure requirements and all applicable environmental laws and regulations. Seller further agrees that neither it nor any of its subcontractors will utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive employment or corrupt business practices, in the production and supply of goods or services under this agreement. Delivery of any goods or performance of services shall constitute Seller's representation to Buyer that there has been and will be full compliance with all applicable laws and, at Buyer's request, Seller shall certify in writing its compliance with the foregoing.

20. **CONFLICT MINERALS.** The Seller recognizes, consistent with the public policy underlying enactment in the United States of the Conflict Minerals provision (Section 1502) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"), the significant legal and non-legal risks associated with sourcing tin, tantalum, tungsten and gold (the "Conflict Minerals") from the Democratic Republic of the Congo and adjoining countries ("DRC countries"). Accordingly, the Seller commits to comply with Section 1502 of Dodd-Frank and its implementing regulations. In particular, the Seller commits to have in place a supply chain policy and processes to undertake (1) a reasonable inquiry into the country of origin of Conflict Minerals incorporated into products it provides Buyer; (2) due diligence of its supply chain, as necessary, to determine if Conflict Minerals sourced from the DRC countries directly or indirectly support unlawful conflict there, and (3) risk assessment and mitigation actions necessary to implement the country of origin inquiry and due diligence procedures. The Seller shall take all other measures as are necessary to comply with the Act and its implementing regulations, as they may be amended over time.
21. **BUSINESS ETHICS.** Seller shall adopt and comply with a policy statement or code of conduct regarding business ethics. This code of conduct will be suitable for Seller's business and as a minimum will require compliance with all applicable laws and regulations. The code of conduct shall assure a safe and healthy work environment, prohibit the use of child or forced labor, provide for the protection of the environment and minimization of waste, emissions, energy consumption and the use of materials of concern and prohibit engagement in corrupt practices (e.g. facilitating, offering or paying any bribe). This provision creates no additional duties for Buyer with respect to Seller and confers no rights on third-parties. ADDITIONALLY, SELLER SHALL COMPLY, AND TAKE REASONABLE STEPS TO INSURE THAT ITS SELLERS AND SUBCONTRACTORS COMPLY, WITH BUYER'S CODE OF BUSINESS CONDUCT & ETHICS, WHICH IS INCORPORATED HEREIN BY REFERENCE. The Buyer's Code of Business Conduct & Ethics, as amended from time to time, is located on the <http://phx.corporate-ir.net/phoenix.zhtml?c=86647&p=codeOfConduct> (the "Code"). Seller warrants that it has not, and will not, either directly or indirectly, offer or give to any employee or representative of Buyer, or any third party, any gift, entertainment, gratuity, money or other thing of value, with a view toward influencing such person in connection with any Purchase Order of Buyer. Any breach of this provision or the Code shall constitute a material breach of each and every contract between Buyer and Seller.

Seller recognizes that Buyer and Buyer's customers subscribe to various corporate integrity agreements, policies and codes of conduct and/or ethics ("Buyer Policies") that impose certain obligations on vendors such as Buyer and on Buyer's subcontractors and suppliers. These Buyer Policies may require Buyer and its subcontractors and suppliers to embrace standards of legal compliance and ethical behavior consistent with such policies. Buyer will advise Seller of the Buyer Policies mandated by Buyer's customers. Seller represents, warrants and undertakes that it and its subcontractors shall perform their obligations under this agreement and operate their business in conformance with any and all Buyer's Policies relevant to the Products and shall monitor, comply with and implement any tasks or requirements relating to all laws applicable to the goods and the performance of Seller's obligations. Seller shall pay all costs relating to compliance with Buyer Policies and laws (including any system changes required for such compliance), without reimbursement by Buyer. In addition, Seller shall follow and comply with instructions and directions (including Buyer Policies) provided by Buyer resulting from Buyer's interpretation of laws.

In the event that Seller or its subcontractor fails to meet and maintain certain ethical standards, the parties shall agree upon what measures should be taken to improve Seller's performance (an "Improvement Plan"). If the parties are unable to agree upon an Improvement Plan or Seller or its subcontractor does not implement the Improvement Plan within an agreed reasonable timescale (which shall in any event not be in excess of twelve (12) calendar months), Buyer shall be entitled to terminate the agreement and any Purchase Order issued thereunder.

22. **IMPORT/EXPORT.** Seller shall comply with all export and import laws and treaties of all countries involved in the manufacture, sale and transport of goods under this agreement. Seller assumes all responsibility for shipments of Products requiring any government import clearance. Unless otherwise agreed to by the parties, all customs, duties, costs, taxes, insurance premiums, and other expenses relating to such transportation and delivery shall be at Seller's expense. Buyer may terminate the agreement if any government authority imposes antidumping duties, countervailing duties or any retaliatory duties on the goods and Buyer would be liable for the payment thereof. When goods furnished under this agreement are for export and ultimate use in a country other than the United States or Canada, Seller shall provide to Buyer, within ten (10) days after issuance of a Purchase Order, a written notice stating whether any authorization for the

export of such items is required by the exporting country. Seller shall assist Buyer in obtaining all such authorizations for export without any additional cost to Buyer. Assistance shall be in the form of technical data, drawings, brochures, technical expertise or other means as deemed necessary.

23. **DUTY DRAWBACK.** Upon request, Seller agrees to furnish such documents as Buyer may request to establish its eligibility to make a duty drawback claim with the Canada Border Services Agency.
24. **SUPPLY CHAIN SECURITY.** If the goods are to be imported into the U.S. or Canada, Seller shall confirm in writing whether or not it is certified under the Customs-Trade Partnership Against Terrorism (“C-TPAT”) in the U.S. or Partners in Protection (“PIP”) in Canada and if so certified, Seller shall also provide Buyer a copy of documentation verifying the certification. If not C-TPAT or PIP certified, or certified under any other World Customs Organization accredited security program administered by the Customs Administration of Seller’s country, Seller shall comply with the applicable security criteria described in this U.S. Customs & Border Protection website: <http://www.cbp.gov/border-security/ports-entry/cargo-security/c-tpat-customs-trade-partnership-against-terrorism/apply/security-criteria> for C-TPAT, or the Canadian Border Services Agency website: <http://www.cbsa-asfc.gc.ca/security-secure/pip-pep/menu-eng.html> for PIP. If Seller uses or contracts for transportation or logistics services in connection with the performance of the Purchase Order, it shall use only those carriers which are C-TPAT or PIP certified, or which meet the C-TPAT or PIP security criteria. Seller shall maintain documentation of the C-TPAT or PIP security compliance of such service providers. Seller accepts responsibility for factory and container security until such time as the goods are delivered to the ocean terminal, authorized yard, or consolidation point. Seller shall have effective controls and processes in place which are consistent with C-TPAT or PIP security criteria to insure the integrity of the shipment. These controls shall include as a minimum (a) verification of the integrity of the shipment container and its locking mechanism, (b) the use of high security seals which meet PAS ISO 17712 standards, (c) written policies and procedures regarding the control, issue, affixation, and verification of seals, (d) the presence of at least two company-authorized individuals at the time a shipment is sealed, and (e) notification to Buyer (and Buyer’s customer in the case of direct shipment) of the seal number. Seller will immediately report all seal changes and the reason for changes, or the discovery of a broken or altered seal, to Buyer (and Buyer’s customer in the case of direct shipment) and to the applicable U.S. or Canadian Customs Representative at the port of shipment. Seller shall permit Buyer’s representative to review and audit Seller’s compliance with the above requirements upon reasonable notice.
25. **NORTH AMERICAN FREE TRADE AGREEMENT (“NAFTA”).** If applicable, Seller agrees to become familiar with the requirements of NAFTA, provide annual certification to Buyer of NAFTA qualification, maintain adequate records to support such qualification, and follow all applicable regulations under NAFTA when issuing certificates of origin and/or other documents which allow Buyer to take advantage of the duty free status.
26. **PERFORMANCE OF SERVICES.** Seller agrees that any services it performs constitute work in its status as an independent contractor. Seller confirms that it exercises control over its employees, contractors, and agents, and that none are acting under the control of Buyer. Seller agrees to indemnify and hold Buyer Indemnitees harmless against any claim by its employees, contractors or agents that they are acting under Buyer’s control and qualify in any way as Buyer’s employees.
27. **REMEDIES CUMULATIVE.** Buyer’s remedies shall be cumulative and remedies herein specified do not exclude any remedies allowed by law or equity.
28. **TITLE/LIENS.** Title to all goods shall vest in Buyer at the point the goods are delivered to Buyer and have been accepted by Buyer. Seller shall pay for labor, services, materials, equipment and parts thereof, and other expenses incurred by it or its Sellers in connection with the Purchase Order and indemnify and defend Buyer Indemnitees against all claims and liens arising out of unpaid accounts.
29. **INSURANCE.** Seller agrees to maintain the following insurance coverage by means of policies that, to the extent commercially available, will be endorsed to name Buyer and its affiliates additional insureds, and to waive subrogation rights on the part of the insurance provider:
 - 1) If performing work on Buyer’s premises, Worker’s Compensation insurance in compliance with the applicable statutory requirements as well as Employers’ Liability insurance in an amount not less than \$500,000;
 - 2) If performing work on Buyer’s premises, Automobile Liability insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles in an amount not less than \$1,000,000 combined single limit;
 - 3) Comprehensive General Liability insurance (including blanket contractual liability) for bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate.

Seller will furnish a certificate reflecting such coverage to Buyer upon request.

30. **AUDIT RIGHTS/FINANCIAL REVIEW.** Upon reasonable notice Buyer or its duly authorized representative shall have the right to audit at Seller's facility Seller's compliance with any of the provisions of this agreement, including but not limited to the BUSINESS ETHICS provision. Further, Buyer or Buyer's designee may, at any time, review the financial condition of Seller and its affiliate, and Seller will fully cooperate with such review, including promptly providing copies of or access to requested documents, including, without limitation, financial records and statements, forecasts, business plans, banking contacts and loan contacts, and will make its financial managers available for discussions during normal business hours. Buyer and/or its designee will keep confidential any nonpublic information about Seller obtained in a financial review and use such information only for purposes of the review, except as needed to enforce any contract between the parties.
31. **GOVERNING LAWS/ENGLISH LANGUAGE.** THE PURCHASE ORDER AND THESE TERMS AND CONDITIONS AND ALL RELATED DOCUMENTS SHALL BE CONSTRUED, GOVERNED AND ENFORCED BY THE LAWS OF THE PROVINCE OF ONTARIO AND THE LAWS OF CANADA TO THE EXTENT APPLICABLE WITHOUT REFERENCE TO ITS CHOICE OF LAWS OR CONFLICT OF LAW RULES, AND THE PARTIES ATTORN TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE PROVINCE OF ONTARIO. THE PARTIES EXPRESSLY AGREE TO EXCLUDE THE APPLICATION OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.
- IT IS THE EXPRESS WISH OF THE PARTIES THAT THIS AGREEMENT AND ALL RELATED DOCUMENTS, INCLUDING NOTICES AND OTHER COMMUNICATIONS, BE DRAWN UP IN THE ENGLISH LANGUAGE ONLY. *IL EST LA VOLONTÉ EXPRESSE DES PARTIES QUE CETTE CONVENTION ET TOUS LES DOCUMENTS S'Y RATTACHANT, Y COMPRIS LES AVIS ET LES AUTRES COMMUNICATIONS, SOIENT RÉDIGÉS ET SIGNÉS EN ANGLAIS SEULEMENT.*
32. **SEVERABILITY.** If any provision of this agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this agreement shall remain in full force and effect.
33. **NO WAIVER.** The failure of a party to enforce any provision of this agreement promptly shall not be construed as a waiver of such provision or of the right of such party to enforce such provision at a later time. Acceptance of any goods or services or payment thereof shall not waive any breach.
34. **DUTY TO PROCEED.** Notwithstanding the existence of any dispute between Buyer and Seller, Seller shall proceed diligently with performance, including without limitation, delivery of the Products.
35. **ENTIRE AGREEMENT.** The Purchase Order, together with these Terms and Conditions and any other written documents which may be incorporated by reference, constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written, regarding the subject matter of this agreement. No course of dealing or usage of trade shall be applicable unless expressly incorporated herein. The terms and conditions contained in the Purchase Order may not be added to, modified, superseded or otherwise altered except by a written modification signed by an authorized representative of both parties.