

INTRALOX, L.L.C.'S (BUYER'S) PURCHASE ORDER TERMS AND CONDITIONS

1. **APPLICABILITY:** These terms and conditions are the only terms which govern the purchase of goods and services by Buyer from the seller named on the purchase order ("Seller"). The accompanying purchase order and these terms comprise the entire agreement between Buyer and Seller and prevail over any of Seller's general terms and conditions, regardless of whether or when Seller has submitted its sales confirmation or such terms Buyer does not agree to any proposed addition, alteration, or deletion by Seller unless expressly agreed in a writing signed by Buyer. Any other statement or writing of Seller shall not alter, add to, or otherwise affect these terms and conditions. Fulfillment or other performance under this purchase order constitutes acceptance of these terms.
2. **PACKING AND SHIPPING:** All items must be properly prepared for shipment to secure lowest transportation rates and comply with carrier regulations. No charges will be paid by Buyer for packing, crating, or cartage unless so stated in the order. All shipments to be forwarded on one day via one route must be consolidated. Packing sheets, showing the Buyer's purchase order number, must be included with each shipment.
3. **SHIPMENT OR DELIVERY:** Time is of the essence. For services, Seller shall provide them to Buyer as described and in accordance with the dates or schedule set forth on the purchase order and in accordance with these terms and conditions. For goods, delivery will be FOB location identified in the purchase order and dates of shipment and delivery shall be in accordance with the schedule set out in the purchase order. If it appears Seller will not meet such schedule or if Seller fails to meet such schedule, Seller shall ship via expedited routing necessary either to meet such schedule or to recover the maximum possible time lost by failure to ship or deliver on schedule. Buyer reserves all rights or remedies provided by law or under this purchase order. Any additional expedited routing cost shall be borne by Seller.
4. **DELIVERY INSPECTION AND REJECTION:** All orders are subject to acceptance after inspection by Buyer at delivery. Acceptance of any items by Buyer shall not be deemed to alter any other provision of this purchase order. Buyer will notify Seller if any delivered items are rejected. At Buyer's election and Seller's risk and expense, rejected items will be returned at Seller's expense. No replacement or correction of rejected items shall be made by Seller unless the prior written approval of Buyer is obtained.
5. **WARRANTY:** Seller warrants that all goods delivered under the purchase order are merchantable, fit for their particular purpose and free from defects whether apparent or hidden. Seller warrants that all services performed shall be performed in a workmanlike manner and free from errors. Seller's warranties shall be enforceable by Buyer or Buyer's customer. Seller warrants that the order will conform to the final specifications and drawings, provided by the Seller.
6. **CHANGES:** Buyer may make changes to any services to be performed or to any goods to be specifically manufactured by written instructions to Seller. Seller shall then within five business days of receipt of Buyer's written instructions, submit a firm cost proposal for the change requested. If Buyer accepts the proposal, Seller shall proceed with the change. No change shall be effective nor shall Buyer be obligated to pay any increase in compensation as a result of a change, unless both parties agree to the change in writing.
7. **INVOICES/PAYMENT:** A separate invoice shall be issued for each shipment. No invoice shall be issued prior to shipment of goods. Buyer shall pay invoiced amounts within thirty (30) days of Buyer's receipt of Seller's correct invoice and conforming goods, unless otherwise agreed in writing.
8. **INDEMNITY:** Seller shall indemnify, hold harmless and defend Buyer, its officers, directors, agents, representatives, employees, customers, insurers and users of Seller's goods and services ("Indemnitees") from any and all claims, liabilities, damages and expenses (including attorneys' fees), on account of (a) death or injury to any person, (b) damage to any property or (c) any other damages or losses of any kind (including but not limited to economic losses), arising directly or indirectly from any goods or services supplied under this purchase order, notwithstanding that any such damage may have been caused in part by the negligence of an Indemnitee. This indemnity shall apply without regard to the legal theory, whether breach of contract, breach of warranty, negligence, strict liability, or otherwise.
9. **INSURANCE:** Seller shall furnish Buyer with certificates of insurance evidencing insurance for the types and in the amounts required by Buyer, including at a minimum, commercial general liability (including products liability) having limits no less than \$2 million per occurrence before the commencement of any work on Buyer's premises. All such insurance certificates shall provide that this insurance shall not be canceled or amended without thirty days prior written notice to Buyer and shall be with financially sound and reputable insurance companies. Buyer and its parents, subsidiaries and affiliated companies shall have rights of subrogation against them waived and they will be named as additional insureds on all policies of insurance required by Buyer. Insurance shall be maintained for the period specified by Buyer or so long as work on the premises is ongoing, if no period is specified.
10. **PATENTS AND TRADEMARKS:** Seller warrants that all goods and services supplied under this purchase order shall not infringe any third party's patent, copyright, trade secret, trade name, trademark or service mark, or other proprietary right. Seller shall at its own expense defend, indemnify and hold Indemnitees harmless from any and all claims, liabilities, damages, and expenses (including attorneys' fees) by virtue of any claimed infringement of patents, copyrights, trade secrets, trade names, trademarks, service marks, or other proprietary right in connection with this purchase order.
11. **TITLE AND RISK OF LOSS:** Seller warrants clear title to all goods sold and bears the risk of loss or damages to the items purchased under this purchase order until they are delivered in conformity with this purchase. Upon a conforming delivery, title in the goods shall pass from Seller to Buyer. Passing of title shall not constitute acceptance of the items by Buyer.
12. **CONFIDENTIALITY:** The terms and existence of this purchase order shall be confidential. Seller shall keep confidential all designs, processes, drawings, specifications, reports, data, and other technical or proprietary information including the features of all parts, equipment, tools, gauges, patterns disclosed to the Seller by Buyer. Unless authorized by Buyer in writing, Seller shall use Buyer's confidential information only in performance of this purchase order. Upon completion or termination of this purchase order, Seller shall return all confidential information to Buyer or dispose according to Buyer's instructions.
13. **LEGAL COMPLIANCE:** Seller warrants that all goods and services supplied under this purchase order shall comply with all applicable international, federal, state, and local laws, rules, regulations, and ordinances.
14. **TERMINATION:** Buyer may terminate all or any portion of this purchase order at any time by giving notice to Seller. In the event of such termination, Buyer's liability shall be the lesser of: (a) a reasonable price for raw materials, components, work in progress, and any finished units on hand; or (b) the contract price per finished unit, after giving effect to any discount Buyer would otherwise be entitled to. In the event of termination of any separate services specifically ordered, liability shall be the lesser of: (a) a reasonable price for the services rendered prior to termination; or (b) the contract price for the services. If any hourly or other time-based rate for services is specified in this purchase order, such rate shall be used in determining a reasonable price. Upon receipt of a termination notice, Seller shall, unless otherwise directed, cease work and follow Buyer's directions as to disposal of work in progress and finished goods. **THE FOREGOING STATES BUYER'S ENTIRE LIABILITY FOR TERMINATION.** Additionally, Buyer may terminate in whole or in part this purchase order in the event of: (a) suspension of Seller's business, (b) insolvency of Seller, (c) institution of bankruptcy, reorganization, or liquidation proceedings by or against Seller, (d) the appointment of a trustee or receiver for Seller's property or business, (e) or any assignments by Seller for the benefit of creditors. Buyer reserves any other rights and remedies provided by law or under this purchase order. Notwithstanding the above, if Seller breaches of any term or condition contained in this purchase order, then Buyer will not be liable for any termination costs, losses, or damages of any kind incurred by Seller prior to or as a result of termination.
15. **EQUAL OPPORTUNITY CLAUSES:** **Seller and its subcontractors shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**
16. **GOVERNING LAW/ARBITRATION:** This purchase order shall be governed by and construed in accordance with the following:

(a) If the "Ship To" location on the purchase order is an Intralox Maryland location, choice of laws is Maryland, and exclusive jurisdiction is Baltimore, Maryland.

(b) If the "Ship To" location on the purchase order is an Intralox U.S. location other than Maryland or a U.S customer location, , choice of laws is Louisiana and exclusive jurisdiction is New Orleans, Louisiana.

(c) If the "Ship To" location on the purchase order is and Intralox Netherlands location, choice of laws is the Netherlands, and exclusive jurisdiction is Amsterdam, Netherlands.

(d) If the "Ship To" location on the purchase order is an Intralox China location, choice of laws is the law of the People's Republic of China, and exclusive jurisdiction is Shanghai, China.

(e) If the "Ship To" location on the purchase order is an Intralox location other than the U.S., the Netherlands or China, choice of laws is the law of the country of that location, and exclusive jurisdiction is that location's city.

(f) If the "Ship To" location on the purchase order is a customer location other than the U.S., choice of laws is the law of the country of the Intralox facility that generates the purchase order, and exclusive jurisdiction is that Intralox location's city.

In any case, the Vienna Convention on Sale of Goods is expressly disclaimed. Any dispute, controversy, or claim arising out of or relating to this order shall be exclusively resolved by binding arbitration conducted in the corresponding exclusive jurisdiction.
17. **GENERAL:** Seller shall not assign or delegate any rights under this order, either in whole or in part, without first securing the written approval of Buyer. No waiver of any default by either party shall act as a waiver of a subsequent or different default. Section headings are for convenience only and shall have no legal or interpretive effect.
18. **FORCE MAJEURE:** No party shall be deemed in breach of this Agreement for any failure or delay in performance of any term of this Agreement to the extent that such party's failure or delay results from: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether declared or not), terrorism, or other civil unrest; (d) government order, law, or action; or (e) other similar events beyond the reasonable control of the party. The delayed party shall give notice within three (3) days of the force majeure event, including an estimate of the anticipated length of delay. If the party's performance remains delayed for thirty (30) days following written notice, the other party may terminate this Agreement.
19. **BUYER CODE OF CONDUCT:** Seller agrees to abide by the Buyer's Global Supplier Code of Conduct, which is located at: <https://www.intralox.com/suppliers/resources>
20. **BUYER SUPPLIER QUALITY MANUAL:** Seller agrees to observe the Buyer's Supplier Quality Manual which is located at: <https://www.intralox.com/suppliers/resources>