



## Terms & Conditions of Purchase

1. These Purchase Order General Terms and Conditions (the "Purchase Terms") are incorporated into this purchase order ("Purchase Order") and shall be deemed accepted by Supplier's commencement of performance, shipment of products or other indication of agreement, whichever occurs first. As used throughout this Purchase Order, the following terms shall have the meanings set forth below.
  - "Buyer" means the party contracting with Supplier for Products and identified as the purchasing entity on the face of this Purchase Order.
  - "Products" means the product supplied by Supplier under this Purchase Order, including without limitation, all components and raw materials.
  - "Supplier" means the party contracting to perform the work hereunder.
  - "Supply Agreement" means any supply agreement entered into between Supplier and Buyer with respect to the Products.
2. Complete Agreement. Unless the parties have entered into a Supply Agreement, this Purchase Order, including the Purchase Terms, constitutes the entire agreement between the parties regarding the subject matter of this Purchase Order and supersedes all prior agreement promises and statements, whether written or oral. If the parties have entered into a Supply Agreement, this Purchase Order, including the Purchase Terms, shall be subject to the terms of the Supply Agreement. Supplier's quotation (if any) is incorporated in and made a part of this Purchase Order only to the extent of specifying the nature and description of the Products ordered and then only to the extent that such items are consistent with the other terms of this Purchase Order. No other terms or conditions shall be binding upon Buyer unless expressly accepted by it in writing. No changes in specifications existing in writing or by custom or usage covering items appearing in the Purchase Order may be made without the written permission of Buyer.
3. Certificates of Analysis/Inspection/Nonconformance.
  - Unless otherwise expressly stated in a Supply Agreement, a validated test report must accompany all shipments made against each item of this Purchase Order that indicates the percentage of each element that makes up the raw chemical composition and physical properties of all raw materials. The test report must specifically identify the material by reference to the number of the lot, or other similar designation and must indicate the applicable specification, revision and Purchase Order designation. Each part, component, or material quantity furnished shall be identified by lot or batch, traceable to the actual manufacturing process. The lot or batch number may be by date or Supplier order code, but must provide the capability for a lot or batch purge in the event of determination of a condition of discrepancy.
  - Without affecting its other legal rights and/or remedies, Buyer shall have the right to inspect Supplier's production facilities and to inspect and test the Products at any time during

manufacture and prior to shipment and for a final inspection within a reasonable time after the Products' arrival at the ultimate destination. The Products shall not be deemed accepted until after such final inspection. Buyer may return any Products that are defective, unsatisfactory, or of inferior quality or workmanship, or fail to strictly conform to the Buyer's specifications and quality control requirements. Such Products to be returned shall remain the property of Supplier and may be returned at Supplier's risk and expense.

Notwithstanding the foregoing, no testing, inspection or acceptance of Products by Buyer will relieve Supplier of its obligation to ensure that Products supplied under this Purchase Order strictly conform to the warranties set forth in Section 6 or relieves Supplier of any liability in connection with defective Products, regardless of whether such defects could have been discovered by Buyer through inspection or testing. The making or failure to make any inspection of, payment for, or acceptance of the Products, shall in no way impair Buyer's right to reject nonconforming Products or to avail itself of any other remedies to which Buyer may be entitled, notwithstanding Buyer's knowledge of the nonconformity, its substantiality or the ease of its discovery. Buyer shall, at its option, either give Supplier a reasonable time to correct the non-conformance or cancel the order as to such materials and retain its rights with respect to cover as provided by the law.

4. Price and Payment. The price herein specified shall, unless otherwise expressly stated in a Supply Agreement, exclude all sales, use and excise taxes and duties that either party is required to pay with respect to the sale of the Products covered by this Purchase Order, but shall include all charges for packing and loading. Any taxes, freight and duties shall be shown as separate items on invoices. Payment will be made in accordance with the applicable terms of the Purchase Order or in accordance with the terms of any applicable Supply Agreement. Unless otherwise stated in a Supply Agreement, payment terms will be calculated from the date of delivery, or the date of receipt of proper invoices, whichever is later.
5. Title and Risk of Loss. Unless otherwise expressly stated in a Supply Agreement, title to, and risk of loss of, the Products will remain with the Seller until Buyer accepts the Products.
6. Product Warranties. Supplier represents and warrants to Buyer that the Products will: (a) conform to the Product specification and quality control requirements provided by Buyer or, if applicable, specified in the Supply Agreement; (b) be free from defects and imperfections in design, material, workmanship and title; (c) be merchantable and fit for their intended purpose; (d) not be manufactured, tested, packaged, labeled, priced, shipped or sold in violation of any applicable international, national, federal, state and local laws, statues, rules, regulations, ordinances or orders (collective "Laws"); (e) shall strictly conform with all representations made by the Supplier in its product literature and/or in communications with representatives of Buyer; and (f) not violate any patent, copyright, trademark or any other intellectual property right or any third party. All Products supplied under this Purchase Order will be supplied with a clean and unencumbered title. All warranties of Supplier with respect to the Products shall survive the expiration, non-renewal or termination of this Purchase Order and any applicable Supply Agreement. The warranties set forth herein are in addition to and not in lieu of any warranty or service guarantee offered by Supplier or implied or provided by law.
7. Supplier shall defend, indemnify and hold harmless Buyer and all of its parents, subsidiaries and affiliate, and their respective directors, officers, employees and agents, successors and permitted assigns, from and against any and all proceedings, claims, liabilities, damage, damages, costs, penalties, expenses, including attorney's fees and settlements (i) caused by or in any way arising from any failure of the Products to comply with the specifications, warranties and certifications described or referenced in the Purchase Order and any applicable Supply Agreement; (ii) for damage to property or for injury to or death or any person cause by or in any way arising out of, Supplier's furnishing of any Products; (iii)

arising out of any claim or allegation of patent infringement, trademark infringement, violation of copyright or trade secret claim against or relating to any of the products; (iv) arising out of any breach of this Purchase Order or any applicable Supply Agreement by Supplier; or (v) arising out of any act or omission by Supplier in violation of any laws. The indemnification obligations of this Section 7 shall survive the expiration, non-renewal or termination of this Purchase Order or any applicable Supply Agreement.

8. **Choice of Law/Choice of Forum.** This Purchase Order shall be interpreted and enforced in accordance with the laws of the State of Ohio, United States, without regard to any conflicts or choice-of-law rules. The parties specifically and expressly waive application of the UN Convention on Contracts for the International Sale of goods. The parties irrevocably consent and agree that any legal action or proceeding relating to this Purchase Order must be brought and maintained in a court located in the State of Ohio, United States of America. By acceptance of this Purchase Order, the Supplier hereby submits to and accepts, with regard to any such action or proceeding, for itself and its property, generally and unconditionally, the jurisdiction of the courts referred to above and waives to the fullest extent possible any defense of an inconvenient forum to the maintenance of such action or proceeding, for itself and its property, generally and unconditionally the jurisdiction of the courts referred to above and waives to the fullest extent possible for any defense of an inconvenient forum to the maintenance of such action or proceeding. The Supplier agrees that a final judgement in action or proceeding in the courts referred to above shall be conclusive and may be enforced in any other jurisdiction or country by suit on such judgment or in any other manner provided by applicable law.

9. **Compliance with Laws.**

- Supplier represents, warrants, certifies and covenants that it shall comply with all applicable Laws in connection with the performance of this Purchase Order and any applicable Supply Agreement and Supplier shall not take any action that would cause Buyer to be in violation of any such Laws. Supplier shall fully cooperate with Buyer including by sharing information and addressing any concerns raised by Buyer or any governmental entity or authority, to assure there is continuous and full compliance by supplier with all applicable Laws.

10. **Miscellaneous**

- Waiver. Failure of Buyer to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies provided herein or by law, or to properly notify Supplier, in the event of breach, or the acceptance of or payment for any Products hereunder, shall not release Supplier of any of the warranties or obligations of this Purchase Order, and shall not be deemed a waiver of any right or Buyer to insist upon strict performance hereof or any of its rights or remedies as to any such orders, regardless of when shipped, received or accepted, or as to any prior or subsequent default hereunder, nor shall any purported oral modification or rescission of this Purchase Order by Buyer operate as a waiver of any of the terms hereof.
- Assignment. Any assignment of or attempt to assign this Purchase Order by Supplier without the prior written consent of Buyer shall be null and void and shall give the Buyer the right to terminate this Purchase Order. Subject to the limitations on assignment set forth in this Section 11(b), this Purchase Order will apply to, be binding in all respects upon, and inure to the benefit of, the successors and permitted assigns of the parties.
- Severability. If any provision of this Purchase Order is determined to be invalid under the laws of any jurisdiction where used, that provision will be deemed modified to the extent necessary to make it valid while accomplishing the purpose most similar to that contained in the original provision, and will not affect any other provision of this Purchase Order.

- Exclusive Remedies of Supplier. The Exclusive remedies of Supplier under this Purchase Order are to have the Products not paid for returned and to receive payment of the purchase price for any Products not paid for and not returned.
- Survival. Neither party shall be relieved of any liability or obligation of such party that accrued, or arose or relates to any period, prior to the effective date of termination of this Purchase Order or any applicable Supply Agreement. All representations, warranties, indemnities and other obligations set forth herein that explicitly survive, or by their nature or context are intended to survive, termination, expiration, or cancellation of this Order shall survive, including but not limited to Sections 6 (Product Warranties), 7 (indemnification), 8 (Choice of Law/Choice of Forum) and 10 (Miscellaneous).