

TERMS AND CONDITIONS OF THIS PURCHASE ORDER

1. **AGREEMENT AND ACCEPTANCE.** The acceptance of the terms and conditions contained herein is an essential prerequisite to any contract, agreement of purchase, or purchase order (collectively the "Order") made by Buyer. This Order will become legally enforceable on the earlier of: (i) delivery of a signed acknowledgement; or (ii) the commencement of performance; or (iii) the shipment of all or any portion of the products covered under this Order by Seller. As an offer, any acceptance of this Order is limited to the acceptance of the express terms of the offer contained on the face and back hereof and notification of objection to any different or additional terms in any response to this offer from the Seller is hereby given. If this Order is considered an acceptance of Seller's offer, then such acceptance is expressly conditioned on Seller's assent to any additional terms or different terms contained herein. If this Order is considered a confirmation of any existing contract, the parties agree that this Order constitutes the final, complete and exclusive terms and conditions of the agreement between the parties.
2. **BLANKET ORDERS.** If this Order is identified as a "Blanket Order" or a "Blanket Contract", the Seller hereby acknowledges that the quantities specified and the delivery dates listed in such "Blanket" Orders are contingent upon the issuance of a release by the Buyer identifying the goods to be purchased and providing delivery instructions. When an Order is identified as a "Blanket" Order or deliveries are otherwise specified to be in accordance with the Buyer's written releases, Seller will not fabricate or assemble any products nor procure required materials, nor ship any products except to the extent authorized by such written releases or provisions of an Order specifying minimum fabrication and delivery requirements. The parties acknowledge and agree that forecasts are not releases and may not be relied upon by any Seller.
3. **PRICE PROTECTION.** The goods purchased and/or work performed hereunder, will be provided at the price(s) set forth on the Order and no extra charges of any kind will be permitted unless specifically agreed to in a signed writing by an authorized representative of Buyer. If any price is omitted, it is agreed that Seller's price shall be the lowest prevailing market price. Unless expressly provided in this Order, deliveries of goods and/or performance of work shall be provided without charges for boxing, crating, carting and storage and the price(s) shall include all applicable taxes and all tooling.
4. **INSPECTION AND QUALITY ASSURANCE.** Buyer may inspect the goods ordered and/or work performed hereunder during any stage of manufacture, construction, preparation, delivery or completion. Seller shall provide and maintain an inspection and testing system reasonably acceptable to Buyer covering the goods purchased and/or work performed hereunder. Records of all quality procedures and test data, and samples of each lot of shipped items by Seller shall be kept complete and available during performance of this Order and for two (2) years after completion thereof. Goods and/or work performed may be rejected by Buyer for defects or defaults revealed by inspection, analysis or subsequent manufacturing operations even though such goods and/or work may have previously been accepted.
5. **SHIPPING INSTRUCTIONS.** Title to and risk of loss with respect to goods and/or work purchased hereunder shall remain in Seller until such goods and/or work, in a completed state, have been inspected and accepted by Buyer at the location specified on the Purchase Order. Goods shall be shipped F.O.B. Destination, unless otherwise expressly specified on the Order. A packing slip and any Safety Data Sheet required by law shall accompany each shipment. If no such slip is forwarded, Buyer's count or weight shall be conclusive. Cost of return shipments shall be borne by Seller with title and risk of loss passing to Seller upon delivery to a carrier at Buyer's plant and Buyer shall have the right to select the carrier and/or the method of transportation to be used in shipping.
6. **DELIVERY AND INSPECTION.** Goods will be received subject to inspection and approval by Buyer after delivery. Upon inspection, Buyer may give notice of rejection or revocation of acceptance, notwithstanding any payment, passage of title, approval, prior test or inspection. No inspection, approval, test, delay, or failure to test or inspect, or failure to discover any defect or other non-conformance, will relieve Seller of any obligation under this Order. If, in Buyer's reasonable judgment, the goods do not conform with the requirements of this Order, Buyer shall have the right to reject the goods and, in addition to any other rights and remedies it may have, Buyer may, in its sole discretion: (i) return any or all non-conforming goods to Seller for reimbursement, credit, replacement or repair as Buyer may direct or (ii) correct, rework or repair the goods with all costs associated therewith to be charged to and paid by Seller; or (iii) hold any and all non-conforming goods, at Seller's risk and expense, for disposal or correction according to Seller's instructions. Any goods rejected by Buyer and returned by Seller shall be returned, at Seller's risk and expense, with the cost of packaging, handling, inspection, examination, transportation and any other costs incidental thereto to be paid by Seller. Acceptance, whether it has been revoked, will not release Seller's responsibility for latent defects, non-conformities, warranty or other claims.
7. **CHANGES.** Buyer shall have the right, at its sole discretion, to make any changes, additions, omissions and alterations in the items, quantities, destinations, specifications, drawings, designs and delivery schedule under this Order. The parties undertake to agree to an appropriate adjustment in price(s) and/or terms of this Order where Seller's direct costs are affected by such modifications and all such modifications must be in writing and signed by a duly authorized representative of Buyer. Furthermore, Buyer reserves the right, at its convenience and in its sole discretion, to cancel this Order, in whole or in part, at any time. In the event of such cancellation, and if Seller is not in default hereunder, Buyer agrees to pay Seller for all direct costs reasonably incurred by Seller in connection with the cancelled portion of this Order, in addition to the stipulated price(s) for all conforming goods or work accepted.
8. **TERMINATION.** Buyer may terminate this Order, or any releases issued pursuant to this Order, in whole or in part, at any time for convenience by giving written notice to Seller, after receiving written notice of termination, Seller shall immediately cease production and delivery of goods indicated in Buyer's notice of termination. Unless such termination is due to default of Seller or failure of Seller to assure adequate performance, Buyer will pay Seller, on a pro-rated basis, for goods delivered as of the date of termination. Upon such payment, all finished goods for which the Buyer has paid will become the property of Buyer and will be released by Seller to Buyer for pick-up and removal, upon demand. The provisions of this article are without prejudice to any other rights or remedies of Buyer, including those resulting from default by Seller hereunder.
9. **WARRANTY.** Seller warrants that all goods and services will be: (i) in strict conformance with all specifications drawings, instructions, data, samples, standards and regulations; and (ii) merchantable, free from defects in design, material and workmanship; and (iii) as described and advertised, of good quality, fit for the intended purposes; and (iv) composed of all new components; and (v) free of all liens, encumbrances and any actual or claimed patent, copyright or trademark infringement; and (vi) manufactured in compliance with all applicable federal, state and local laws, regulations and ordinances, and agency or association standards or other warranties, express, implied or statutory, which may be applicable. Buyer's approval of Seller's design, material, process, drawings, specifications or the like will not be construed to relieve Seller of the warranties contained herein. Limitations on Seller's remedies (or disclaimers of warranties) in documents of Seller, or otherwise, will not be effective and are hereby objected to and rejected. All warranties and other provisions of this article will survive inspection or acceptance of, payment for, and use of the goods and completion, termination or cancellation, and will run to Buyer, its customers, successors and assigns, and users of the goods. This Order incorporates by reference, and will be governed by, the Uniform Commercial Code, latest edition, as enacted by the State of Alabama, including all warranty protections, express or implied, and all Buyer's remedies set forth therein.
10. **INDEMNITY.** The term "Buyer's Indemnitees" shall mean, collectively, Buyer and its affiliated companies, and their respective directors, officers, employees and agents. The term "Claims" shall mean, collectively, any and all claims, actions, suits, fines, penalties, and demands (including, but not limited to, claims of strict liability, negligence, fault imposed by statutes, rules or regulations, breach of contract and breach of warranty) for any liabilities, damages, judgments, awards, costs and expenses of every character whatsoever (including reasonable attorney's fees and costs of investigation), whether or not the Claim has merit.
10.1 Intellectual Property. Seller will indemnify, protect, defend or settle (at Seller's expense) and hold harmless Buyer, its parent and affiliates, and their directors, officers, employees and agents, customers and users of Seller's products (the "Indemnitees") from all liabilities, and all other obligations and proceedings, and all fines and penalties imposed upon, Indemnitees and all reasonable attorney fees and any other costs of investigation or litigation (collectively "Liabilities") incurred as a result of actual or alleged infringement of any present or future or actual or alleged intellectual property right of any third party as a result of Buyer's purchase, use or sale of products supplied under this Order. In the event of an allegation of intellectual property infringement or if the use or sale of the product is enjoined, Seller will, at its sole cost and expense, and at Buyer's option, shall: (i) procure the right to continue using the product; or (ii) make such modifications, alterations or adjustments to the products so they become non-infringing without incurring a material diminution in in performance or function; or (iii) replace the same with a non-infringing equivalent; or (iv) remove the products and refund the purchase as well as any related transportation and installation costs. All such obligations of

Seller to indemnify, hold harmless, protect and defend Buyer are in addition to Seller's warranty obligations and all other rights or remedies of Buyer and will survive acceptance of and use of, and payment for, the products, and completion, termination or cancellation of this Order.

10.2 General.

- (a) In connection only with any goods or off-site services provided under this Order, the following shall apply: Seller expressly agrees to defend, release, indemnify and save harmless Buyer's Indemnitees from and against any and all Claims related to any loss or damage to property or bodily injuries or disease to persons, including death, occurring in connection with: (i) Seller's acts or omissions in performance of this Order, or those of its subcontractors, employees or agents; or (ii) a defect in the goods supplied; or (iii) breach by Seller of any of its warranties.
 - (b) In connection only with any services provided on Buyer's premises, the following shall apply: Seller expressly agrees to indemnify, defend and hold harmless Buyer's Invitees from and against any and all Claims on account of any loss or damage to property or bodily injuries or disease to persons, including death, made by any person or persons (including, but not limited to, Seller or any of its subcontractors or any employee, agent or invitee) arising out of any act or omission on the part of Seller or any of its subcontractors or any employee, agent or invitee of Seller or any of its subcontractors.
11. **INSURANCE.** Seller shall maintain insurance policies with Workers Compensation and occupational disease coverage, commercial general liability coverage, including both products and contractual liability coverage, employer's liability coverage, and motor vehicle liability coverage, all in amounts reasonably satisfactory to Buyer, but not less than One Million Dollars (\$1,000,000) per occurrence and with insurers reasonably satisfactory to Buyer. The required policies of insurance for general commercial liability, employer's liability, and motor vehicle liability shall cover Buyer as an additional insured and shall not have deductibles or self-insured retentions which are greater than twenty percent (20%) of the coverage limit provided by the policy unless approved in writing by Buyer. All required policies of insurance shall contain a waiver of subrogation in favor of Buyer. Seller's insurance coverages shall be primary to and non-contributory with any other insurance carried by Buyer and shall not relieve or otherwise limit any of Seller's other obligations or potential liabilities under this Order. Seller shall furnish acceptable proof of such insurance policies upon Buyer's request.
 12. **SURVIVAL; INTEGRATION; MODIFICATION; WAIVER.** The provisions of Sections 1, 6, 8, 9, 10, 11, 13, 14, 16, 17, 18, and 19 herein shall survive the expiration or earlier termination of this Order. This Order and the terms and conditions contained herein, and all plans, specifications, and other documents referred to therein constitute the entire agreement between the parties relating to the subject matter referred to therein. This Order and the terms and conditions contained herein may not be released, discharged, abandoned, changed, renewed, extended or modified in any manner, orally or otherwise, except by an instrument in writing signed by an authorized representative of Buyer. Neither course of performance, nor course of dealing, nor usage of trade shall be used to modify, qualify, explain or supplement any of the terms hereof. A waiver by Buyer of any right or remedy hereunder shall not affect any rights or remedies subsequently arising under the same or similar provision. Any failure by Buyer at any time to require the performance by Seller of any other terms and conditions of the Order shall not constitute a waiver by Buyer of the particular terms and conditions and shall not affect or impair said terms and conditions in any manner. Each of the provisions of such terms and conditions shall apply to the fullest extent permitted by law and the invalidity, in whole or in part, of any provision shall not affect the remainder of such provision or any other provision.
 13. **SELLER'S INSOLVENCY.** If Seller becomes insolvent, or if a petition under any insolvency law is filed by or against Seller, or if Seller makes a general assignment for the benefit of creditors, or a receiver shall be appointed for Seller, then Buyer may terminate this Order. In the event of such termination, Buyer shall not be liable to any party including, but not limited to, Seller, for any damages, losses or costs in connection with this Order, except for conforming goods and/or work which have been accepted.
 14. **FORCE MAJEURE.** Delay in performance or non-performance of any obligation created herein shall be excused to the extent such delay in performance or non-performance is caused by an event of Force Majeure. As used herein, the term "Force Majeure" shall mean any cause or agency preventing performance of an obligation hereunder which is beyond the reasonable control of the Seller or Buyer, as the case may be, including, without limitation, fire, flood, sabotage, shipwreck, accident, embargo, explosion, strike or other labor disturbance, war, civil insurrection, riot, acts of governmental authority including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future. It is expressly agreed that the Seller's ability to sell goods covered by this Order at a more advantageous price, or the Seller's economic hardship in buying raw materials necessary to manufacture such goods shall not constitute an event of Force Majeure. The party affected by Force Majeure shall promptly provide notice thereof to the other party explaining in detail the causes and the expected duration thereof and shall use its reasonable best efforts to remedy the interruption or delay if it is reasonably capable of being remedied. Buyer shall have the right to purchase the affected goods and/or work from other sources. If an event of Force Majeure extends for more than ninety (90) days, this Order may be terminated without any liability by the party not declaring Force Majeure upon written notice thereof to the other party. In the event of a Force Majeure compelling the Seller to allocate production and deliveries of goods, the Seller shall make such allocation in a manner that ensures Buyer at least the same proportion of the Seller's total output of goods as was purchased by Buyer prior to the onset of Force Majeure. Seller shall use reasonable best efforts to source goods, at Seller's expense, from its own or its affiliates' global operations or the market to meet Buyer's required delivery dates. Seller shall provide Buyer with advanced written notice of the source of such material. All such sourced goods shall meet the agreed upon specifications and other quality requirements. In the event of non-delivery, Buyer shall have the right to procure such goods from third parties.
 15. **ASSIGNMENT.** This Order is issued to Seller in reliance upon Seller's personal performance of the duties imposed. Seller agrees not to assign this Order or delegate the performance of its duties without the prior written consent of Buyer. Any such assignment or delegation without the prior written consent of Buyer shall, at Buyer's option, effect a cancellation of this Order. Any consent by Buyer to an assignment shall not be deemed to waive Buyer's right to recover from Seller and/or its assigns for any claim arising out of this Order.
 16. **INDEPENDENT CONTRACTOR.** Nothing in this Order shall be deemed to create or otherwise give rise to a joint venture of any kind, the relationship between Buyer and Seller is and shall always remain, that of an independent contractor. No employee, agent, or representative of subcontractors will be deemed to be an employee or otherwise act as an agent of Buyer.
 17. **CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY.** All confidential information supplied by Buyer to Seller in any form including, but not limited to, specifications, drawings, engineering notes, technical data and/or equipment shall be held in confidence by Seller, shall not be reproduced, used or disclosed to others by Seller without Buyer's prior written consent and shall be returned to Buyer upon demand or upon completion by Seller of its obligations hereunder. Buyer retains all intellectual property rights in, and ownership of, all such confidential information supplied by Buyer to Seller. Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise, publish, or disclose to any third party that Seller has contracted with Buyer to furnish the goods and/or work hereunder, except as specified or required for completion of this Order. Breach hereof shall permit Buyer to cancel the Order in addition to any other rights and remedies provided by law.
 18. **COMPLIANCE WITH LAWS.** Seller agrees to comply with the applicable provisions of all federal, state and/or local laws, acts or ordinances and all lawful orders, rules and regulations issued thereunder. Seller agrees that: (a) no goods or work provided hereunder have been produced using forced, indentured or convict labor or using the labor of persons in violation of the minimum working age laws in the country of manufacture or, in the case of work, where the work are performed; and (b) it has not paid or provided any gratuity for the benefit of any employee, representative or agent of Buyer other than in accordance with Buyer's applicable policies; and (c) it has not engaged in any sharing or exchange of prices, costs or other competitive information or undertaken any other collusive conduct with any third party supplier or bidder in connection with the preparation or submission of any bid or proposal to Buyer or the negotiation of this Order.
 19. **APPLICABLE LAW AND JURISDICTION.** The validity, construction and performance of the Order is governed by and shall be construed in accordance with the laws of the State of Alabama without regard to its conflict of laws principles, and the United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Order. Seller hereby irrevocably submits and agrees to the jurisdiction of the courts of the State of Alabama in any action, suit or proceeding related to, or in connection with, the Order.