

STANDARD TERMS AND CONDITIONS FOR PRODUCT PURCHASES

1. Definitions:

“Buyer” means one the following: Haskel, and Milton Roy.

“Days” means calendar days unless otherwise noted.

“Item” means any unit of the Products ordered by Buyer.

“Order” means the purchase order, purchase order or other form of order to purchase Products issued by Buyer to Seller, which may incorporate the terms of a Master Supply Framework Agreement or other master purchase agreement.

“Products” means the particular products or services being purchased under these Standard Terms, as specified in an Order or a Master Supply Framework Agreement.

“Seller” means the entity selling the Products under these Standard Terms.

“Standard Terms” means the standard terms and conditions for product purchases set forth in this document.

2. Acceptance of Orders:

2.1 Any of the following acts of Seller shall constitute acceptance of Buyer’s Order and all of its terms and conditions without modification: Seller’s delivery of any of the Products; Seller’s commencement of performance under the Order; or Seller’s acknowledgement of Buyer’s Order.

2.2 ANY TERMS DIFFERENT FROM OR ADDITIONAL TO THE TERMS OF BUYER’S ORDER WHICH MAY BE CONTAINED IN SELLER’S ACKNOWLEDGEMENT OR SELLER’S OTHER DOCUMENTS ARE EXPRESSLY REJECTED BY BUYER UNLESS ACCEPTED IN WRITING BY BUYER. BUYER’S ORDER IS EXPRESSLY CONDITIONAL UPON ACCEPTANCE OF BUYER’S TERMS AND CONDITIONS UNLESS BUYER OTHERWISE AGREES IN WRITING.

2.3 If any item or provision of these Standard Terms or the application thereof shall to any extent be invalid or unenforceable, the remainder of these Standard Terms or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of these Standard Terms shall be valid and be enforceable to the fullest extent permitted by law.

3. Delivery, Transit, Quantity:

- 3.1. **Delivery:** Seller shall furnish the Items called for by an Order in accordance with shipping instructions and delivery schedules stated in Buyer's Order or under shipping instructions and delivery schedules separately provided to Seller. Buyer may from time-to-time adjust its delivery schedules, and unless otherwise agreed in writing, such changes in schedule shall not affect the prices of the Products ordered. Unless otherwise agreed in writing, deliveries shall be FCA purchasing facility, title transfer at destination, and Buyer may defer payment for, or return at Seller's expense, any Items delivered in advance of the scheduled delivery date or in excess of the quantity specified for such Items. Charges for prepaid transportation must be substantiated by attaching to the invoice the original transportation bills received from carrier. Time is of the essence for the performance of any Order and these Standard Terms. Acceptance by Buyer of late delivery or performance by Seller of either the whole or part of the Order shall not constitute a waiver of any claim for damages which Buyer may have arising from and out of such late delivery or performance.
- 3.2 **Insurance and Risk of Loss:** Where Seller is responsible for delivering Products to a specific location, Seller shall be responsible for any damage to or loss of Products in transit to the location. Where Seller agrees to deliver the Products to a location at Buyer's risk and Seller arranges the transport of the Products, unless otherwise agreed in writing, Seller shall insure the Products for no more than standard amount supplied by freight carrier. Shipments by sea must be insured at full value plus 10%.
- 3.3 **Notice of Delay:** Whenever an actual or potential reason for delay (including but not limited to labor disputes), delays or threatens to delay the timely performance of these Standard Terms, Seller agrees to immediately notify Buyer in writing of all relevant information and, subject to any force majeure provisions incorporated in the Order, to make and pay for all necessary changes to fulfill its obligations under these Standard Terms and mitigate the potential impact of any such delay. Failure to give such notice shall render Seller liable for all damages to Buyer and its customer occasioned by delay of delivery of Products covered by these Standard Terms. Buyer has the right to cancel any Items affected by the delay in performance. Strikes, fires accidents or other causes beyond the reasonable control of Buyer that affect Buyer's ability to receive and use the Products Ordered shall constitute valid grounds for suspension of shipment or performance under these Standard Terms upon notification to Seller, any such suspension shall be without penalty or cost to Buyer.
- 3.4. **Packing:** All Products shall be suitably packed, marked, and shipped as designated by Buyer, or in accordance with the requirements of common carriers. Seller shall not charge separately for packaging, packing, or boxing, unless Buyer has agreed to such charges in writing. Seller shall not combine in the same container, material, Products, or Items that are to be delivered to

different receiving locations. Seller must properly pack all Items to eliminate damage at no additional charge to Buyer.

- 3.5. **Marking:** Unless otherwise agreed in writing, the exterior of all containers shall be marked with the following: (1) Address of Buyer and Seller; (2) Order number; (3) Part number; (4) Special markings called for on the Order; (5) Quantity; and (6) (where applicable) Vendor Code or other vendor identification number.
- 3.6. **Bills of Lading:** Bills of Lading shall reference the Order number, Buyer's receiving address, and purchase point of contact. When Buyer will be the importer of record, Seller will follow the instructions of Buyer's import administrator regarding completion of documentation used in the importation process and proper declaration of value, bill of lading must be properly described for lowest transportation charges, lowest valuation must be declared. The original copy of the bill of lading with freight invoice shall be supplied with the Seller's invoice to Buyer.
- 3.7. **Packing Slip:** Unless otherwise agreed between Buyer and Seller, Seller shall include an itemized packing slip with all shipments which will adequately identify the Products shipped, including part number and the applicable Order number.
- 3.8. **Test Reports:** Any Seller test reports, material certifications or other test results related to the Products shall be provided to Buyer as set forth in the terms of the Order, or if not specified in the Order terms, upon Buyer's request.
- 3.9. **Hazardous Materials:** If the products or materials to be shipped under these Standard Terms have been classed as hazardous materials by the U.S. Government or any state or local government, Seller warrants that the product shall be packaged, marked, labeled, and transported in full compliance with all applicable laws. Seller shall hold harmless and indemnify Buyer for Seller's failure to comply with the requirements of this Section 3.9.
- 3.10. **Wood Packaging Material:** Seller represents and warrants that all wood packaging material used to ship products to, or on behalf of Buyer, will fully comply with the International Plant Protection Convention Regulation ISPM No. 15 "Regulation of Wood Packaging Material in International Trade".

4. **Invoices and Taxes:**

- 4.1. **Invoices:** Unless otherwise agreed in writing, all invoices must contain at a minimum the following information: Order number, Item number, description of Items, sizes, quantities, unit prices, FOB point, identification and address of Seller, identification of Buyer and delivery location, any separate charges, total payments due and any discount terms. Payment of invoice shall not constitute acceptance of Items ordered and shall be subject to appropriate adjustment for failure of Seller to meet the requirements of these Standard Terms. Buyer may

set off any amount owed by Seller or any of its affiliated companies to Buyer or any of its affiliated companies against any amount owed by Buyer under these Standard Terms. Seller shall submit invoices to the accounts payable location identified by Buyer.

- 4.2. **Lowest Prices:** Seller warrants that the prices charged for the Items covered by these Standard Terms are as low as or lower than the lowest prices charged by the Seller to any other customers for similar Items in the same or similar quantities and under similar circumstances.
 - 4.3. **Taxes:** Unless the terms of the Order state otherwise, all taxes, duties and other costs are included in the unit prices of the Products.
5. **Changes:** Buyer (through its authorized purchasing personnel only) shall have the right at any time prior to the delivery date of the Products to make changes including, but not limited to, (i) drawings, designs, specifications if the Products are manufactured to Buyer's drawings, designs and/or specifications; or (ii) in packaging, quantity, time or place of delivery, and method of transportation. If any such changes cause an increase or decrease in the cost or the time required for the performance or otherwise affect any other provision of these Standard Terms, an equitable adjustment shall be made and these Standard Terms shall be modified in writing accordingly; provided, no equitable adjustment in price will be applicable to changes in delivery schedule where deliveries continue to be scheduled in either the same calendar year or, if not in the same calendar year, within four months of the existing delivery schedule. Seller's claims for an equitable adjustment under this Article shall be deemed waived unless asserted in writing (including the amount of the claim) and delivered to Buyer within 30 days, or other period agreed in writing by Buyer, from the date Seller receives the change. Seller shall provide supporting documentation justifying its claims, and if requested, shall promptly provide additional clarification or support for such claims as reasonably requested by Buyer.
6. **Inspection, Rejection:** Seller grants to buyer and its authorized representatives access within five business days of buyer's request to Seller's premises (including Seller's manufacturing operations used in production of the Products) and all pertinent documents and other information, whether stored in tangible or intangible form, including any books, records and accounts, in any way related to Seller's performance under any Order or Master Supply Framework Agreement (including Sellers' processes and procedures), Products, charges, any payment or other transaction occurring in connection with any Order or Master Supply Framework Agreement, for the purpose of auditing Seller's compliance with the terms of any Order, Master Supply Framework Agreement, these Standard Terms, or any other agreements between Buyers and Seller. Buyer may also inspect or conduct an inventory of finished Product, work-in-process, raw-material inventory, or Buyer's assets. Seller agrees to cooperate fully with Buyer in connection with any such audit or inspection. All Items being manufactured to Buyer's specifications or drawings covered by these Standard Terms may be inspected and tested by Buyer or its designee, at all reasonable times and places, including during manufacture. Seller shall provide, without additional charge, all reasonable facilities and assistance for such inspections and tests.
- 6.1. All inspection records relating to Items covered by these Standard Terms and being manufactured to Buyer's specifications or drawings, which include but are

not limited to, inspection reports, certification of process, certification of material, test reports, qualification data, purchase order records, and design data, shall be maintained by Seller on its premises for the life of the Products, but in no event less than five years and Seller shall permit Buyer to inspect all such records at reasonable times and places upon notice from Buyer. Upon Buyers request, Seller shall furnish Buyer with copies thereof.

- 6.2. If any Items covered by these Standard Terms are defective or otherwise not in conformity with the requirements of these Standard Terms, Buyer may, (i) rescind these Standard Terms as to such Items, and rescind the entire agreement if such defect or non-conformity materially affects Buyer; (ii) accept such Items at an equitable reduction in price; or (iii) reject such Items and require the delivery of replacements. Deliveries of replacements must be authorized by Buyer and shall be accompanied by a written notice specifying that such Items are replacements. If Seller fails to deliver required replacements promptly, Buyer may (i) replace, obtain or correct such Items and charge Seller the cost occasioned Buyer thereby, or (ii) terminate the Order for cause.
- 6.3. Rejected defective Items or rejected items not in accordance with applicable specifications which are not corrected by Buyer will be held for Seller's instruction and at Seller's risk and expense and unless written disposition instructions are received from Seller within 20 days such Products may be returned to Seller at Seller's cost.

7. **Warranty:** Seller expressly covenants and warrants that all Products covered by an Order or these Standard Terms shall:

- i. have their title rightfully transferred to Buyer in accordance with terms of Order, free from any security interest, lien or other encumbrance,
- ii. conform to the specifications, drawings, samples or other description upon which the Order is based;
- iii. be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defects (including but not limited to design defects) latent or patent; and
- iv. conform to any applicable safety standards and codes of the U.S. government and other governmental entities having authority with respect to the Products;
- v. and will be free from defects in design.

Inspection, test, acceptance, or use of the Products furnished hereunder shall not affect the Seller's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. This warranty shall run to Buyer, its successors, assigns, and customers, and the users of its products. Seller agrees to replace or correct defects of any Products not conforming to the foregoing warranty promptly, without expense to Buyer, when notified of such nonconformity by Buyer and to pay to Buyer any damages caused by such nonconformity.

8. **General Indemnification:** Seller shall defend, indemnify and hold harmless buyer, its affiliates (including all Buyers), officers, directors, employees, representatives, agents, and customers of Buyer (collectively the "Indemnified Parties") against any and all losses, damages,

liabilities, deficiencies, claims, actions judgments, settlements, interest, awards, penalties, fines, costs, and expenses (including attorneys' fees) of any kind under this Agreement incurred by any Indemnified Parties whether such costs or expenses were incurred by way of litigation, settlement, alternative dispute resolution, or prelitigation proceedings (collectively "Losses") relating to, arising out of, or resulting from any claim alleging:

(a) a breach or non-fulfillment of any of Seller's obligations, representations, warranties, or covenants set forth in this Agreement;

(b) negligence or a more culpable act or omission of Seller or any of its representatives, employees, or subcontractors in connection with Seller's performance under this Agreement;

(c) non-conformance of Product, including, defects, recalls, or withdrawal of any Product from buyer, or their customers;

(c) bodily injury, death of any person, or damage to real or tangible personal property caused by the acts or omissions of Seller or any of its representatives, employees or subcontractors; and

(d) failure of Seller or its representatives, employees, or subcontracts to comply with any applicable law.

In the case of a recall or withdrawal of a Product, Seller shall notify all parties immediately with details relating to the action. At Seller's sole cost, Seller shall promptly repair or replace any affected Product with a functionally equivalent product (as reasonably determined by Buyer). If repair or replacement is not possible, then Seller shall refund to Buyer all fees paid for such Product. The foregoing will apply even if the warranty and any other product warranty applicable to the Products have expired. Seller will be liable for all of the Buyers and Buyers' customers' costs associated with any recall or withdrawal. Where applicable, Seller shall pay all reasonable expenses associated with determining whether a recall or withdrawal is necessary. If Buyer determines that any Products are non-conforming or defective and that a recall or withdrawal is necessary, Buyer will have the right to implement such recall or withdrawal and return the affected Product to Seller for destruction, at Seller's sole cost and risk. In this case, Seller remains responsible for replacements and all costs associated with the recall or withdrawal as required by this Section 8.

9. **Infringement Protection, Patents and Copyrights:** Seller guarantees that the Products hereby ordered and the sale or use thereof will not infringe any United States or foreign Letters Patent. Seller shall (at its own expense) defend, indemnify, protect, and hold harmless the Indemnified Parties from and against any Losses that may be instituted against an Indemnified Party for actual or alleged infringement of patents, copyrights or other intellectual property matters relating to Items furnished pursuant to any Order or these Standard Terms, except for any such infringement necessarily resulting from compliance with detailed designs provided by an Indemnified Party. Seller shall not agree to a consent decree or similar order binding any Indemnified Party, user, or customer to any settlement that specifically apportions fault or liability to the Indemnified Party without its prior written consent. Any Indemnified Party, Buyer's customer, or user may be represented by and actively participate through its own counsel in any such suit or proceedings, if it so desires.

- 9.1. Where payment is made for experimental, developmental, or research work to be performed or actually performed under these Standard Terms, Seller agrees to promptly disclose to Buyer and on request to assign to Buyer without additional compensation full and complete title to each improvement and invention conceived or reduced to practice thereunder, free and clear of any encumbrances or restrictions, and for this purpose Seller will produce the execution of all documents necessary to vest full title to such improvements and inventions in Buyer and, where Buyer decides to file foreign or domestic patent applications on such inventions, Seller will produce the execution of all oaths, declarations and other documents necessary or required to file such patent applications and vest full title to Buyer.
- 9.2. Buyer shall have the right at no additional charge to use or reproduce for its use Seller's literature provided to Buyer and related to the Products, such as operating and maintenance manuals, technical publications, prints, drawings, training manuals and other similar supporting documentation and sales literature. During the period of performance of these Standard Terms, Seller shall supply Buyer with any updated information relative to such literature and documentation.
10. **Limitation of Liability:** Other than for undisputed payment obligations under any Order, in no event will Buyer, or any of its users, customers, or representatives be liable to Seller for any special, indirect, punitive, incidental, or consequential damages.
11. **Proprietary Information:** All written information obtained by Seller from Buyer in connection with these Standard Terms, which is marked with a restrictive legend or notice or is otherwise identified by Buyer as its proprietary information, is received in confidence and shall remain the property of Buyer, and shall be used and disclosed by Seller only to the extent necessary for the performance of these Standard Terms. Seller shall keep confidential the features of any equipment, including but not limited to, material, samples, tools, dies, gigs, gauges, fixtures, patterns, molds, testing apparatuses, or machinery furnished by Buyer.
12. **Intellectual Property:**
- 12.1 **Background Intellectual Property.** Each party retains exclusive ownership of its background intellectual property rights, which is what each party owned before entering into any Order, Master Supply Framework Agreement, or these Standard Terms. Buyer may not transfer any background intellectual property rights to Seller and Seller may not use Buyer's background intellectual property for any reason other than to produce and supply the Products under an Order. Seller grants to Buyers a perpetual, non-exclusive, worldwide, irrevocable, royalty-free license to use Seller's background intellectual property incorporated into any Product to produce, use, and sell and to obtain from alternate sources, products similar to the Products following expiration or other termination of an Order or any Master Supply Framework Agreement.
- 12.2 **Foreground Intellectual Property.** Foreground property is any and all of the intellectual property developed with respect to, or for incorporation into, the Products

that are either (i) developed by Buyer, (ii) by Buyer and Seller jointly, (iii) by a Buyer and Seller jointly, or (iv) by Seller alone as requested by Buyer in connection with any Order or Master Supply Framework Agreement. All foreground intellectual property is owned by Buyer, as the case may be.

13. **Publicity:** Seller shall not make or authorize any public announcement, advertisement, or other disclosure which shall deny or confirm the existence of the Order or these Standard Terms, or which shall make use of Buyer's name, marks, or logos without the prior written consent of Buyer.
14. **Buyer Furnished Material:** If Buyer furnishes to Seller any material (including, but not limited to, raw materials, samples, tools, dies, jigs, gauges, fixtures, patterns, molds, testing apparatuses, machinery, equipment and the like), then such material remains Buyer's property, subject to repossession, or possession, by Buyer any time. Such material/equipment furnished by Buyer shall be used only in the production of Products covered by these Standard Terms and other Orders from Buyer. Seller shall plainly identify such material as property of Buyer, safely store it, and not use such material except to fill Buyers orders. Seller is liable for risk of loss of such material while in Seller's possession. While in Sellers possession, Seller shall maintain such material in good condition at Seller's expense and shall insure such material at Seller's expense in an amount equal to the replacement cost, with loss payable to Buyer. When Buyer furnishes any raw material for the manufacture of Products, Seller shall not substitute raw material from any other source nor shall Seller alter the physical or chemical properties of the Buyer furnished raw material except with Buyer's written approval. Buyer will specify acceptable scrap allowances, if any, and Seller will pay for any amount of scrap used in excess of the amount specified by Buyer. Seller may pass through to Buyer the cost (without markup) of excess scrap needed to fulfill an Order. Upon completion or termination of an Order, Seller shall return all such items (and copies thereof) to Buyer or make such other disposition thereof as may be directed or approved by Buyer. Any material furnished by Buyer on other than a charge basis in connection with these Standard Terms shall be deemed to be held by Seller on consignment. In no event shall Seller use data, designs or information supplied by or on behalf of Buyer for any purpose other than manufacture of Buyer's Product without the express written consent of Buyer.
15. **Assignment:** No right or interest in these Standard Terms shall be assigned by Seller without the written permission of the Buyer. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes. Any person or entity to which these Standard Terms is assigned pursuant to the provisions of Bankruptcy Code shall be deemed without further act or deed to have assumed all of the obligations arising under these Standard Terms on and after the date of such assignment. Notwithstanding any other provision in this clause, Buyer may assign these Standard Terms without Seller's written permission to its parent, to a wholly-owned subsidiary, or to any entity that purchases all or substantially all of Buyer's assets.
16. **Termination:**

- 16.1. **For Convenience:** Buyer may terminate, for its convenience, all or any part of an Order at any time by written notice to Seller. Such notice shall state the extent and effective date of such termination and upon receipt thereof, Seller will, as and to the extent directed by Buyer, stop work under the Order and the placement of further Orders or sub-contracts hereunder and take necessary action to protect property in Sellers possession in which Buyer has or may acquire an interest. Seller shall submit any claim for cancellation charges within 60 days following the termination and provide reasonably complete documentation supporting such claim. Buyer will pay reasonable cancellation charges in accordance with industry practice and these Standard Terms. Seller shall promptly submit any additional information reasonably requested by Buyer related to Seller's cancellation charges. In no event shall cancellation charges exceed the total Order price (as reduced by any payments previously made to Seller), nor shall such charges include profit on terminated Items. With written consent of Buyer, Seller shall make good faith diligent efforts to apply terminated raw materials, work-in-process, or completed Products that Buyer does not wish to receive to other customers or vendors of Seller. As directed by Buyer, Seller will transfer title to and make delivery of any such articles, material. or work.
- 16.2. **For Cause:** If (i) Seller fails to make any delivery or otherwise fails to comply with an Order or these Standard Terms and does not remedy such failure within a reasonable time after receipt of written notice thereof, (ii) Seller fails to make progress to such an extent that performance of the order or these Standard Terms is endangered and does not remedy such failure within a reasonable time after receipt of written notice thereof, (iii) any proceeding is filed by or against Seller in bankruptcy or insolvency, or for appointment for the benefit of creditors, or financial condition is unsatisfactory to Buyer (iv) Seller commits any other breach of an Order or these Standard Terms and does not remedy such breach within thirty (30) days or other period agreed in writing by Buyer after receipt of written notice thereof, then Buyer may (in addition to any other right or remedy provided by these Standard Terms, the applicable Order, or by law) terminate all or any part of any Order or Master Supply Framework Agreement by written notice to Seller without any liability and may purchase substitute Items elsewhere. Such notice shall state the extent and effective date of such termination and upon receipt thereof, Seller will, as and to the extent directed by Buyer, stop work under any Order or Master Supply Framework Agreement and the placement of further Orders or sub-contracts hereunder and take necessary action to protect property in Sellers possession in which Buyer has or may acquire an interest. Seller shall be liable to Buyer for any costs and damages occasioned Buyer thereby.
17. **Laws:** Seller represents and warrants to Buyer that in performance of the Order and these Standard Terms it will at all times fully comply with all applicable national, state, and local laws, ordinances, rules, guidelines, standards, limitations, controls, prohibitions, regulations or other requirements that apply to Seller's furnishing of the Products to Buyer, Seller's operation of its business, and the exercise of its rights, and performance of its obligations under the Order or these Standard Terms, including as

applicable, those relating to pollution control, waste disposal, hazardous substances, and protection of the environment; and Supplier shall hold Buyer harmless from and against any and all liability due to the Supplier's failure to so comply. In addition to, and not in lieu of the above, Seller represents and warrants that at the time the Products were accepted by Buyer and to the extent applicable to Seller's furnishing the Products, the Products meet or exceed the applicable standards. Seller further represents and warrants that it will strictly adhere to current, future or reformed rules or regulations from the US Securities and Exchange Commission involving Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act relating to the use of conflict minerals.

- 17.1 **Compliance Verification.** Upon Buyer's reasonable request, Seller shall provide to Buyer or its affiliates with: (a) written certification of Seller's compliance with applicable laws; (b) written certification of the origin of any materials in the Products; and (c) any additional information regarding the Products requested by Buyer such that Buyer may comply in a timely manner with its obligations under Law.
- 17.2 **Permits, Licenses and Authorizations.** Seller shall obtain and maintain all permits necessary for the performance of its obligations under these Standard Terms or any Order, including any permits required for the import of Product or any raw materials and other manufacturing parts used in the production and manufacture of Product, or the shipment of hazardous materials, as applicable.
18. **Waiver:** The failure of Buyer to insist upon the performance of any provision of these Standard Terms shall not be construed as waiving any such provision or any other provision.
19. **Anti-Bribery:** Seller represents and warrants that its officers, directors, employees, contractors, third parties and any other party acting on its behalf have not and will not offer, promise, authorize or make, directly or indirectly, any payments to any private commercial or government official, agency, department, or government-owned or controlled entity in order to obtain or retain any contract, improper business opportunity, or any other improper business advantage that would violate the U.S. Foreign Corrupt Practices Act, the UK Bribery Act or any other applicable national, international, regional or local anti-bribery or anti-corruption law or regulation.
20. **Gratuities:** Seller warrants that it has not and will not offer or give to any employee, agent or representative of Buyer any gratuity with a view toward securing any business from Buyer by influencing such person with respect to the terms, conditions, or performance of any contract with or from Buyer. Any breach of this warranty shall be a material breach of each and every contract between Buyer and Seller.
21. **Remedies Cumulative:** Buyer's remedies shall be cumulative and remedies herein specified do not exclude any remedies allowed by law. Waiver of any breach shall not constitute waiver of any other breach of the same or any other provision. Acceptance of any Items or payment therefore shall not waive any breach. Any right, cause of action or remedy under terms and conditions hereof, including warranty and patent indemnity

assumed by or imposed upon Seller, shall extend without exception to any company; (i) affiliated with Buyer; or (ii) upon whose behalf these Standard Terms is issued by Buyer, and shall extend to the customers of Buyer.

22. **Insurance:** In the event these Standard Terms requires Seller to perform work upon the premises of Buyer or Buyer's customer, Seller represents that it has and will maintain the following types and amounts of insurance coverage:

22.1. Workers' Compensation Statutory

22.2. Employers' Liability \$500,000

22.3. Comprehensive General Liability (including blanket contractual liability): Bodily injury \$1,000,000 each person, \$1,000,000 each occurrence, \$1,000,000 aggregate, Property Damage \$ 500,000 each occurrence, Broad Form Property Damage, Personal Injury \$500,000

22.4. Comprehensive Automobile Liability: Bodily Injury \$1,000,000 each person \$1,000,000 each occurrence, Property Damage \$ 500,000 each occurrence, Seller will furnish a certificate of insurance reflecting such coverage to Buyer upon request.

22.5. While on the premises of Buyer, Seller and its agents, employees and subcontractors shall comply with all statutory and governmental safety and health regulations as well as with the safety, health and plant regulations of the Buyer.

23. **Governing Laws and Forum:** The validity and interpretation of the contract documents and of the rights and obligations of the parties shall be governed and construed according to the laws of the State of New York, without giving effect to its conflict of laws principles. Application of the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded. Any action, suit or other proceeding arising, in whole or in part, out of or in connection with, or otherwise relating to the Agreement or the relationship of the parties that is the subject matter thereof, shall be brought exclusively in a state or federal court in the State of New York. For this purpose, each party consents to personal jurisdiction in such state or federal court and waives any right to dismiss or transfer such action, suit or other proceeding because of the inconvenience of the parties. Nothing in these Standard Terms shall prevent enforcement in another forum of any judgment obtained in a state or federal court in the State of New York. If Buyer and Seller mutually agree to participate in alternative dispute resolution, Seller agrees that all alternative dispute resolution proceedings shall take place in New York.

24. **Exclusion of U.N. Convention on International Sales:** Unless otherwise agreed to by Seller and Buyer in writing, there is excluded from these Standard Terms (including any amendments or changes thereto) the application of the United Nations Convention on Contracts for the International Sales of Products.

25. **Toxic, Hazardous or Carcinogenic Substances:** Seller warrants that each chemical substance delivered under these Standard Terms is not on the Inventory List (see 40 C.F.R. § 710) published by the Environmental Protection Agency pursuant to the Toxic Substances Control Act (15 U.S.C. § 2601 *et seq.*) at the time of such delivery. If Seller provides a product under these Standard Terms which contains a toxic or hazardous substance as identified under Occupational Safety and Health Standards, 29 C.F.R. § 1910.20 or 29 C.F.R. § 1910.1000 *et. seq.*

(Subpart Z), or a carcinogenic substance, Seller shall provide Buyer with a Material Safety Data Sheet (meeting the requirements of 29 C.F.R. §1910.1200(g) and the latest revision of Federal Standard No 313), and any other information required by any applicable law with the initial shipment of the product and when a change in formulation occurs. Seller shall label each container or such products in a clearly legible and conspicuous form, stating that a toxic or hazardous substance is contained therein, and providing Buyer with a copy of any restrictions on handling or use.

26. **Clean Air Act:** Seller agrees that the Products delivered hereunder shall be accurately labeled in accordance with the requirements of the Clean Air Act and the regulations promulgated thereunder, including but not limited to requirements contained in 40 C.F.R. §§ 82.114 and 82.116. At Buyer's request, Seller shall certify in a form satisfactory to Buyer whether the Products were manufactured with a controlled substance, as defined in 40 C.F.R. § 82.104.

27. **Force Majeure:** The performance by any party of any obligations to be performed under an Order (other than an obligation to pay money or issue credit) is excused to the extent that performance is prevented by an act of nature or the public enemy, terrorism, insurrections, riots, labor disputes (including lockouts or boycotts), fire, explosion, flood, government order, or natural disaster. The party so affected must give prompt written notice to the other party of the cause and take whatever reasonable steps are necessary to relieve the effect of the cause as rapidly as possible. Regardless of any other provision in these Standard Terms or an Order, if Seller fails to restore its performance of its obligations under these Standard terms or an Order within 30 days after an event of force majeure, then Buyer may terminate any applicable Order.