

TURTLE & HUGHES, INC.
TERMS AND CONDITIONS OF PURCHASE
Terms and Conditions –USA - Effective

1. ACCEPTANCE-ENTIRE AGREEMENT.

(a) Seller agrees to be bound by and to comply with all the terms and conditions of this order, including any supplements thereto, and all specifications and other documents referred to in this order. Seller undertaking, in whole or in part, the performance called for by this order shall be deemed an unconditional acceptance of this order and the terms and conditions (T&Cs) of the same. THIS ORDER DOES NOT CONSTITUTE AN ACCEPTANCE BY BUYER OF ANY OF SELLER'S OFFERS TO SELL, QUOTATIONS, OR ANY PROPOSALS. REFERENCE IN THIS ORDER TO ANY SUCH OFFER TO SELL, QUOTATION, OR ANY PROPOSAL SHALL IN NO WAY CONSTITUTE A MODIFICATION OF ANY OF THE TERMS AND CONDITIONS OF THIS ORDER. BUYER EXPRESSLY OBJECTS IN ADVANCE TO THE INCLUSION OF ANY ADDITIONAL, INCONSISTENT OR DIFFERENT TERMS PROPOSED BY SELLER IN THE ACCEPTANCE OR ACKNOWLEDGMENT OF THIS ORDER. THE INCLUSION OF SUCH TERMS BY SELLER WILL BE OF NO SIGNIFICANCE, AND SUCH PROPOSED TERMS WILL NOT BE CONDITIONS OR ADDITIONAL TERMS TO THIS ORDER, AND BUYER'S ACCEPTANCE OF SELLER'S GOODS OR SERVICES SHALL NOT BE DEEMED AN ACCEPTANCE OF ANY SUCH DIFFERENT AND/OR ADDITIONAL TERMS AND/OR CONDITIONS.

(b) The Supplier Code of Conduct, which is available on Buyer's website at <https://www.turtle.com/suppliercodeofconduct> is hereby incorporated by reference in its entirety. Buyer expects all of its suppliers to comport themselves in a manner consistent with the principles set forth in this Supplier Code of Conduct. Without limiting the foregoing, Seller must refrain from all forms of unlawful discrimination and harassment in the conduct of its business. Seller shall never be influenced in its advice, decisions, actions, or recommendations by issues of race, color, creed, age, gender, sexual orientation, ethnicity, disability, pregnancy, religion, political affiliation, union membership, or marital status in hiring and employment practices such as promoting, rewards, and access to training. Examples of prohibited discrimination and harassment include making derogatory comments based on racial or ethnic characteristics, age, or sex, creating a hostile work environment and engaging in unwelcome sexual advances and similar behaviors. Seller must uphold the human rights of workers and treat its employees with dignity and respect as understood by the international community. Seller shall not traffic in persons or use any form of slave, forced, bonded, indentured, or prison labor. This includes the transportation, harboring, recruitment, transfer, or receipt of persons by means of threat, force, coercion, abduction, fraud, or payments to any person having control over another person for the purpose of exploitation. All work must be voluntary, and workers shall be free to leave work or terminate their employment with reasonable notice. Child labor is strictly prohibited and Seller shall not employ children.

(c) Unless otherwise stated on the face of this order, the following terms and conditions shall exclusively govern Buyer's purchase of goods and services from Seller. This order, with such documents as are expressly incorporated herein by reference, is intended by the parties as a final expression of their agreement with respect to such terms as are included herein and is intended also as a complete and exclusive statement of the T&Cs of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to determine the meaning of this agreement. Finally, these T&Cs may not be waived or amended, in whole or in part, except in a writing signed by either the President of Buyer or the Senior Vice President-Supply Chain & Chief Procurement Officer of Buyer.

2. PRICE.

The prices for the goods or services purchased by Buyer pursuant to this order will be Seller's prices specified on the face of this order. However, if this order is submitted pursuant to the terms of a previously executed master agreement such as but not limited to a master supplier agreement, special pricing agreement, scheduling agreement, or other comparable agreement (a "Master Agreement") by and between Seller and Buyer, then Seller and Buyer agree that the pricing set forth in the Master Agreement shall govern. In the event Seller reduces its price for such goods or services during the term of this order, Seller agrees to reduce the prices hereof correspondingly. No extra charges of any kind including interest charges, service charges or carrying charges will be allowed unless specifically agreed to in writing by Buyer. Seller shall invoice orders performed on "time and material" basis as soon as otherwise practical. Unless otherwise noted, quotations are valid for one hundred twenty (120) calendar days and shall also be exclusively governed by the T&Cs of this order.

3. TAXES AND OTHER CHARGES.

The price for the goods or services include, unless otherwise agreed and specifically listed on the face hereof, all packing, inspection, insurance and shipping costs and all federal, state and local excise, sales, use, value added, transfer or other taxes assessable against the production, sale, shipment or use of any goods or services covered by this order. Seller will accept a valid tax exemption certificate from Buyer. Seller shall indemnify and hold harmless Buyer from all claims and liabilities arising from Seller's failure to report or pay any taxes, tariffs or duties for which Seller is responsible.

4. DELIVERY AND DEFAULT.

Time is of the essence in the performance of this order. Shipping instructions shall be provided by the Buyer on the Purchase Order and all goods shipped must be in accordance with said instructions pursuant to Incoterms 2020.

At all times, Seller shall be responsible for preparing and filing all export documentation for all shipments. Delivery shall not be deemed to be complete until goods or services have actually been accepted by Buyer or its representative. Delivery of goods or services must be made within the time specified in this order (or applicable change order signed by Buyer as the case may be). In the event Seller for any reason

TURTLE & HUGHES, INC.
TERMS AND CONDITIONS OF PURCHASE
Terms and Conditions –USA - Effective

anticipates difficulty in complying with the required delivery date, or in meeting any of Buyer's other requirements, then Seller shall promptly notify Buyer in writing. If Seller does not comply with Buyer's delivery schedule, Buyer may require delivery by fastest way and charges resulting from the premium transportation must be fully prepaid and absorbed by Seller. Buyer may by written notice of default to Seller terminate the whole or any part of this order (i) if Seller fails to perform within the time specified herein or any extension thereof; or (ii) if Seller fails to perform any of the provisions of this order. In the event of termination pursuant to this section, Buyer shall have the right, in addition to any other rights and remedies conferred by law or under this order, to procure, upon such terms and in such manner as Buyer may deem appropriate, goods or services similar to those terminated, and Seller shall be liable to Buyer for any excess costs for such similar goods or services. Unless otherwise agreed in writing, Seller shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet the agreed upon delivery schedule. It is Seller's responsibility to comply with this schedule, but not to anticipate Buyer's requirements.

5. PACKAGING REQUIREMENTS.

Buyer requires and the Seller agrees that all packaging materials shall be of sufficient construction to ensure the integrity and stability of the entire package so as to ensure and provide for the safe handling upon the delivery of the same to Buyer. With respect to heavy components that are shipped to Buyer, or to other locations designated by Buyer, Seller agrees to meet Buyer's requirement that the components will be configured inside the package so as to ensure safe handling and Seller further agrees and promises that banding and/or shrink wrap will be used, where necessary, to reinforce the strength of the packaging.

6. QUANTITY.

Goods may not be shipped to Buyer's designated location in advance of Buyer's delivery schedule without Buyer's prior written approval. Any unapproved shipments may be returned to Seller at Seller's expense, shipping charges collect.

7. IDENTIFICATION.

Each shipment under this order must be positively identified by suitable marking on the outside of each package. An itemized list of contents must be contained in each shipment bearing the order number and on the outside of each shipment in format approved by Buyer. When directed in writing by Buyer to ship direct to Buyer's customer, the Customer's Purchase Order number and Buyer's Purchase Order number shall be referenced on packing lists and associated documentation for reference. Products provided under this purchase shall be marked appropriately with an identifier such as part number, manufacturer, or other as noted by Buyer. No charge will be allowed by Buyer for cartage or packing unless agreed upon beforehand in writing. All expenses incurred by Seller's failure to furnish necessary

shipping documents shall be charged to Seller and may delay payment of invoices.

8. QUALITY AND INSPECTION.

(a) Notwithstanding (i) payment, (ii) passage of title, or (iii) prior inspection or test, all goods or services delivered shall at all times be subject to Buyer's and its customers' final acceptance, inspection and testing but neither Buyer's or its customers' acceptance, inspection or testing nor failure to inspect or test shall relieve Seller from full responsibility for furnishing goods and services conforming to the requirements of the order, nor prejudice any claim, right or privilege Buyer or its customers may have because of defective or unsatisfactory goods or services. Buyer and its customers reserve the right to reject and return at the risk and expense of Seller such portion of any shipment which may be defective or fails to comply with specifications without invalidating the remainder of the order. Any goods or services rejected or otherwise not meeting the standards set forth above may be held for disposition at the expense and risk of Seller or, at Buyer's or its customers' sole discretion, be returned for credit or promptly replaced or re-performed by Seller at Seller's sole expense. At all reasonable times during the period of Seller's performance hereunder, including the period of manufacture, Buyer and its customers may inspect and/or test the goods and services to be furnished hereunder at any location where the work associated with the goods and services are being performed, including those of Seller's suppliers, and Seller shall provide, without additional charge, reasonable facilities and assistance for safe and convenient inspection and testing. Seller shall provide and maintain an inspection and process control system acceptable to Buyer covering the goods and services hereunder. Records of all inspection services by Seller shall be kept complete and available to Buyer during the performance of this order and for such longer periods as may be specified in this order or as otherwise required by Buyer. Buyer or its customers may furnish to Seller a list of noncompliant items following inspection, and such list shall constitute Buyer's or its customers' non-acceptance of the noncompliant items listed.

(b) Seller shall promptly, prior to or with each shipment, provide Buyer with originals of all regulatory required documentation, including but not limited to mill test certificates and test results with delivery of any fabricated metal materials as well as any other documentation requested by Buyer.

9. SUSPENSION OF WORK / CANCELLATION.

(a) Buyer, without cause and at Buyer's convenience, shall have the right to direct Seller by written (including telegraphic or email) notice, or verbal notice confirmed in writing, to suspend all or any part of the work associated with the goods and services being provided pursuant to this order. If the work associated with the goods and services is suspended pursuant to this paragraph, then an equitable adjustment shall be made for any increase in the time and the cost (exclusive of profit) of performing this order necessarily caused by such suspension, and the order will be modified in writing accordingly by change

TURTLE & HUGHES, INC.
TERMS AND CONDITIONS OF PURCHASE
Terms and Conditions –USA - Effective

order. No claim will be allowed under this paragraph unless the claim in an amount stated is asserted in writing within ten (10) days after the termination of the suspension. When the suspension has been terminated, Seller shall immediately commence performance, notwithstanding the fact that the amount of the adjustment in price, if any, or a revised delivery schedule of the order has not been agreed to by Buyer and Seller.

(b) Buyer, without cause and at Buyer's convenience, may cancel this order at any time, in whole or in part, by giving written notice to Seller. Upon receipt of such cancellation notice, Seller shall immediately act so that no further costs are incurred, and shall thereafter do only such work as may be necessary to preserve and protect work already in progress and to protect material and goods at the work site or in transit thereto. All cancellation claims must be submitted by Seller in writing to Buyer's purchasing department within 15 days of the order cancellation date. Buyer's sole obligation for cancellation under this section shall be to reimburse Seller for (a) those services actually performed and for those goods actually shipped and accepted by Buyer up to the date of cancellation, and (b) costs incurred by Seller for unfinished goods, which are specifically manufactured for Buyer and which are not standard goods of Seller, as of the date of cancellation. In no event shall Buyer be responsible for loss of anticipated profit nor shall reimbursement exceed the order value.

10. CHANGES.

Buyer shall have the right to make changes to this order, including, without limitation, quantities, specifications and/or delivery schedules, but no additional charges will be allowed unless authorized in writing by Buyer. If such changes affect delivery or the amount to be paid by Buyer, Seller shall notify Buyer within ten (10) days following a change requested by Buyer with Seller's proposal for adjustments to price or schedule along with sufficient supporting data to justify such adjustments for Buyer's consideration and discussion with Seller. Any request from Seller for a price increase or extension of time for delivery shall not be binding on Buyer unless evidenced in Buyer's change order. If Seller and Buyer fail to agree upon any adjustments to the price or time, then Seller agrees to proceed promptly and diligently with the prosecution of the requested changes as set forth in the applicable change order and any disputes that remain unresolved between Seller and Buyer after thirty (30) days with respect to any change order shall be subject to the dispute resolution process as provided for in these T&Cs.

11. CONFIDENTIAL INFORMATION.

Seller agrees not to make use of nor disclose to third parties any data, designs, drawings, specifications and other information furnished to it by Buyer, except for the performance of this order. Upon completion, cancellation or termination of this order, Seller shall return to Buyer, all such data, designs, drawings, specifications and other information, including copies made by Seller. This order is confidential between Buyer and Seller, and it is agreed by Seller that none of the details connected herewith shall be published or

disclosed to any third party without Buyer's prior written permission. Any knowledge or information which Seller shall have disclosed or may hereafter disclose to Buyer and which in any way relates to the goods or services covered by this order shall not unless otherwise specifically agreed to in writing by Buyer be deemed to be confidential or proprietary information and shall be acquired by Buyer free from any restrictions as part of the consideration for this order.

12. PAYMENTS / WAIVER OF LIENS.

(a) Payment terms: Net 60 days from the later of (i) the date of receipt of a complete and accurate invoice and related documents or (ii) the receipt of acceptable goods or services purchased. Related documentation includes invoices with bills of lading, express receipts and bills for prepaid transportation charges (if applicable) attached. Payment of invoices will be made in accordance with those terms appearing on the face of this order herein. All invoices from U.S. manufacturers must bear the following certification in order to be passed for payment. *"We hereby certify that these goods were produced in compliance with the Fair Labor Standards Act of 1938 as amended, and regulations and orders issued by the United States Department of Labor thereunder."*

(b) At no time shall Seller, nor shall Seller allow its subcontractors or suppliers, to assert a lien against Buyer or Buyer's customer with respect to any goods or services provided pursuant to this order. Along with all requests for payments, Seller agrees to provide Buyer with Seller's and Seller's supplier's and subcontractor's waiver of liens in a form and format acceptable to Buyer. Buyer's receipt of said waiver of liens shall also be a condition precedent to Buyer's payment of any of Seller's invoices.

13. ASSIGNMENT.

Neither this order, nor any portion thereof, may be assigned, subcontracted or transferred by Seller without Buyer's prior written consent, which Buyer may withhold in its sole and absolute discretion.

14. INTELLECTUAL PROPERTY.

Seller hereby grants Buyer a non-exclusive, assignable, transferable, sublicensable worldwide license to any of Seller's or its supplier's intellectual property to the extent same is required for use of the goods sold and services performed under this order. Seller warrants that goods sold and services performed under this order do not, and will not, infringe any valid patent, copyright, trademark, trade secret or any other intellectual property interest owned or controlled by any other person, and Seller agrees to indemnify, defend and hold harmless Buyer, its officers, employees, agents, representatives, successors, assigns and any of Buyer's customers buying or using the goods or services specified herein, from any all losses, liabilities, damages, penalties, injuries, claims, demands, actions, suits, costs and expenses (including, without limitation, reasonable attorney and other professional fees and disbursements) arising out of a claim or suit at law or equity for actual or alleged infringement of such intellectual property interests, by reason of the buying, selling

TURTLE & HUGHES, INC.
TERMS AND CONDITIONS OF PURCHASE
Terms and Conditions –USA - Effective

or using the goods or services supplied under this order, and Seller will assume the defense of any and all suits and will pay all costs and expenses incidental thereto. If buying, selling or use of said goods or services is enjoined, then Seller shall at its own expense and at Buyer's option either procure for Buyer the right to continue buying, selling and using said goods or services or replace the same with a non-infringing equivalent; or remove said goods or services from commerce and refund to Buyer the purchase price and the related transportation and handling costs thereof. Unless otherwise agreed to in writing by Seller and Buyer, all right, title and interest in any inventions, developments, improvements or modifications of or for goods and services shall exclusively belong to Buyer as part of this work for hire.

15. LIABILITY FOR DAMAGES; INDEMNITY.

Seller shall be liable and responsible for, and shall defend, indemnify and hold harmless Buyer, its officers, employees, agents, representatives, successors, assigns and any of Buyer's customers buying or using the goods or services specified herein, from and against any and all third party claims related to, all losses, liabilities, damages, penalties, injuries, claims, demands, actions, suits, costs and expenses (including, without limitation, reasonable attorney and other professional fees and disbursements) of whatsoever kind and nature, in contract or tort, or under any other theory of law, incurred by, or alleged against, Buyer and/or such other indemnified parties: (i) arising out of or relating to any breach or default in the performance of Seller's obligations under this order, including without limitation any with respect to the ownership, use, operation, condition, sale, purchase, selection, manufacture, or delivery of (or failure to timely deliver) any item or items of goods or services; (ii) arising out of any misrepresentation by Seller; (iii) arising out of any claims for injury to or death of persons or damage to property in any manner due to, in whole or in part, any act or omission on the part of Seller; and/or (iv) arising out of any defects in goods (latent or patent) sold or services provided to Buyer pursuant to this order. This indemnity shall survive the termination, cancellation or expiration of this order. THE LIABILITY OF SELLER UNDER THIS SECTION SHALL INCLUDE ALL DAMAGES (DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, AND/OR LIQUIDATED), FORESEEABLE OR UNFORESEEABLE, INCURRED BY OR ALLEGED AGAINST BUYER OR ANY OTHER INDEMNIFIED PARTY AND INDEPENDENT OF WHETHER SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16. COMPLIANCE WITH LAW.

Seller warrants that, in the performance of this order, Seller and all goods and services provided hereunder will comply with all applicable federal, foreign, state and local laws, ordinances, codes, regulations, and orders now in effect or which may become effective and which may apply to the goods or services provided hereunder, including, but not limited to, the Occupational Safety and Health Act of 1970 as amended ("OSHA"); Toxic Substance Control Act as

amended ("TSCA"); the Equal Employment Opportunity Act and the Regulations and Standards issued pursuant thereto ("EEOC"); and the Fair Labor Standards Act of 1938 as amended ("FLSA"). Additionally, Seller represents and warrants that it shall supply Buyer with such information as may be necessary to permit Buyer to comply with the Federal Hazard Communication Standard as set forth in 29 CFR 1920.1200 (or the equivalent of 29 CFR 1920.1200 in the applicable local jurisdiction). Seller shall supply such material data safety sheets (MSDS) to Buyer and the receiving facility at the time of making its first delivery pursuant to this order, and shall revise or amend such MSDS as necessary during the course of fulfilling this offer. Failure of Seller to supply such MSDS shall be conclusively presumed to mean that such data is not required for the goods supplied. Further, Seller warrants that the goods furnished by it, and all labeling of goods, will be in compliance with (i) the Consumer Product Safety Act ("CPSA"); (ii) the National Highway Safety Act ("NHSA"); (iii) California's Proposition 65 Labeling Requirements; and all rules, regulations and guidance issued pursuant to any of the foregoing.

17. FORCE MAJEURE.

In the event of war, declared or undeclared, acts of terrorism, fire, flood, strike, labor trouble, riot, act of governmental authority, acts of God, pandemic, or other similar circumstances beyond the reasonable control of Seller, Seller shall notify Buyer of such delaying event or occurrence and take all steps necessary to end such delay, including procurement of materials from alternate sources and acceleration of activities to meet Buyer's schedule. If in Buyer's discretion the delay is not capable of prompt remedy, Buyer may terminate all or portions of this order for its own convenience pursuant to the terms of this order.

18. WARRANTIES.

(a) Seller warrants that all goods and services delivered under or pursuant to this order shall be free of any claim of any nature by any third person and that Seller will convey clear unencumbered title thereto to Buyer as provided hereunder. Seller also warrants that all goods and services sold hereunder or pursuant hereto will be of the best quality of their respective kinds and free from all defects in design, material and workmanship, and shall conform strictly to the specifications, drawings, samples or other requirements including performance specifications, specified or furnished and shall be merchantable and fit for Buyer's intended purposes. Seller warrants the goods for a period ending the later of (i) twenty-four (24) months from the date Buyer purchases such goods or (ii) eighteen (18) months from the date Buyer's customer receives such goods. Seller warrants all services for a period of twelve (12) months from the completion of the work and Buyer's customer's acceptance of the same. These warranties shall run to Buyer, its successors, assigns, customers, and other users of the goods or services. For any breach of these warranties, Seller shall at Buyer's direction do any of the following (i) take all necessary action, at Seller's full cost and expense, to correct such breach in the most expeditious manner possible; (ii) refund an equitable portion of the

TURTLE & HUGHES, INC.
TERMS AND CONDITIONS OF PURCHASE
Terms and Conditions –USA - Effective

contract price; (iii) furnish replacement goods, as necessary, at the original shipping point; or (iv) in the case of services, re-perform the services. All costs incurred in the expedient correction of breach, (including premium time, de-installation, installation, re-commissioning and freight if required by Buyer's operating needs) shall be borne by Seller. In the event of failure by Seller to correct defects in or replace nonconforming goods or services expeditiously, Buyer, after reasonable notice to Seller, may make such corrections or replace such goods and services and charge Seller for the full cost incurred by Buyer thereby. With respect to goods furnished but not manufactured by Seller, Seller shall assign to Buyer (or upon direction from Buyer, assign to Buyer's customers) all warranties that Seller receives from the manufacturer. However, Seller agrees to be Buyer's primary contact on all warranty claims. With respect to any goods and services that are being directly or indirectly procured by Buyer and/or by Buyer's affiliated companies for the benefit of their respective customers, Seller expressly agrees to be additionally bound to Buyer and to Buyer's affiliates to the same degree and extent that Buyer's or Buyer's affiliate's obligations under the terms and conditions with their respective customers (which are hereby incorporated into this agreement by reference) exceed Seller's obligations and duties to Buyer or Buyer's affiliate as provided for in this order.

(b) Seller further certifies, represents and warrants to Buyer that Seller, and any subcontractors utilized by Seller in providing any goods and/or in performing any services for Buyer, its affiliates and their customers, are in full compliance with all applicable Federal and State laws regarding the documentation of employees as to their eligibility to work in the United States as set forth in the Immigration Reform and Control Act of 1986 and the regulations promulgated hereunder, including the completion of Form I-9s (Employment Eligibility Verification) by all such employees. Seller further expressly certifies to Buyer that Seller agrees to immediately notify Buyer, but in no event later than five business days, in the event any Federal or State agency should assert, in whole or in part, that Seller or Seller's subcontractors and/or suppliers are in violation of any such requirements. Seller further agrees that if the foregoing certification, representations and warranties are determined to be false or misleading, then Buyer may: (a) immediately terminate any and all agreements and business dealings with Seller without any cost nor obligation to Buyer; and (b) Seller shall defend, indemnify and hold Buyer, its customers and their respective affiliates and the respective directors, officers and employees of the same, harmless from any and all damages, liabilities, penalties and/or fines (given as examples only) arising from this certification, representation and warranty, as well as paying all attorneys' fees and costs; and (3) Buyer and the foregoing shall also be entitled to avail itself to all its other legal and equitable remedies.

19. GOVERNMENT CONTRACTS.

If this order indicates, or if Seller is otherwise informed, that it is placed, directly or indirectly, under a contract of the United States Government or any State or other governmental authority, then to the extent the U.S. government or State government contracts or terms and conditions are more stringent, the terms of such government contracts shall apply and be binding upon both Seller and Buyer. Seller agrees, upon request, to furnish Buyer with a certificate or certificates in such form as Buyer may require certifying that Seller is in compliance with all such terms and conditions as well as any applicable law or regulation. Upon Seller's written request, Buyer will promptly make available to Seller copies of all pertinent terms and conditions required by any such government contract.

20. BUYER'S PROPERTY.

Unless otherwise agreed to in a writing signed by an authorized representative of Buyer, all drawings, sketches, blueprints, specifications, designs, models, tools, molds, jigs, dies, patterns and other material and information furnished or paid for by Buyer pursuant to this order or any applicable order and any replacement thereof or any materials affixed or attached thereto shall be and remain the exclusive property of Buyer and shall be delivered to Buyer or otherwise disposed of in accordance with Buyer's instructions. Such property, and whenever practical each individual item thereof shall be plainly marked or otherwise adequately identified by Seller as "Property of Buyer" and shall be safely stored separate from Seller's property. Seller shall not substitute any property for Buyer's property and shall not use such property except in filling Buyer's orders. Seller assumes all risk and liability for loss of or damage to Buyer's property in its custody or control, except for normal wear and tear, and shall insure such property at its own expense for an amount at least equal to the replacement cost thereof, with loss payable to Buyer and such property shall be subject to removal at Buyer's written request in which event Seller shall prepare such property for shipment and shall redeliver to Buyer in the same condition as originally received by Seller, reasonable wear and tear expected, all at Seller's expense. Unless previously known to Seller and free of any obligation to keep it confidential, all information of Buyer shall be kept confidential by Seller and such information and other property of Buyer shall be used only in performing under this order and may not be used for other purposes. Such property while in Seller's custody or control shall be held free of any liens at Seller's risk.

21. SURVIVAL.

The obligations of the parties under this order which by their nature would continue beyond the termination, cancellation or expiration of this order, including by way of illustration and not limitation, those in Sections 8, 11, 14, 15, 16, 18, 20, 21, 22, 23, 26, 27, 28, 31, 32, 33 and 36 shall survive termination, cancellation or expiration of this order.

22. TITLE AND RISK OF LOSS.

Seller assumes the following risks: (a) all risks of loss or damage to all goods, work in process, materials and other things until the delivery thereof as herein provided in Section

TURTLE & HUGHES, INC.
TERMS AND CONDITIONS OF PURCHASE
Terms and Conditions –USA - Effective

4; (b) all risks of loss or damage to third persons and their property until the delivery of all goods as herein provided in Section 4; (c) all risks of loss or damage to any property received by Seller from or held by Seller or its suppliers for the account of Buyer, until such property has been delivered as herein provided in Section 4, and (d) all risk of loss or damage to any of the goods or part thereof rejected by Buyer, from the time of shipment thereof to Seller until redelivery thereof as herein provided in Section 4. Title to goods and services purchased by Buyer hereunder shall pass to Buyer simultaneously when risk of loss to such goods and services passes to Buyer in accordance with the terms herein.

23. COMPLIANCE WITH EXPORT CONTROL AND ANTI-BRIBERY LAWS.

(a) Seller will comply with all applicable export and re-export control laws including, without limitation, laws related to export licensing, in connection with performing its obligations hereunder. Acceptance of an order assumes that Seller understands and accepts responsibility to provide the requested information and/or comply with the applicable laws and regulations, which may include, but not be limited to, areas such as:

- Product Classification (HTS and ECCN or Dual Use)
- Country of Origin marking
- Certificates of Origin, including Free Trade Agreement Certificates
- Advance Cargo Security Filings (e.g. ISF, or similar)

Seller will, upon request, provide Buyer with the Export Control Classification Number, or such similar number from other jurisdictions.

(b) In addition, the Dodd-Frank Wall Street Reform and Consumer Protection Act established certain disclosure requirements associated with the importation of certain materials (“Conflict Minerals”) originating from the Democratic Republic of Congo, Angola, Burundi, Central African Republic, Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda and Zambia. The Conflict Minerals include tin, tantalum, tungsten, gold, columbite-tantalite, cassiterite, wolframite, and any other material, or their respective derivatives, determined by the Secretary of State to be financing conflict in the Democratic Republic of the Congo. It will be presumed that all products and goods supplied by Seller to Buyer do NOT include any Conflict Minerals unless and until Seller specifically notifies Buyer in writing to the contrary. Such written notice from Seller shall (i) be issued by Seller to Buyer immediately upon Seller learning of the existence of Conflict Minerals in any products or goods supplied by Seller and (ii) specifically identify the Conflict Minerals in issue and the products or goods incorporating such Conflict Minerals.

(c) Seller represents, warrants, and covenants that it, its owners, employees, representatives, and agents will not violate, and, except as disclosed in writing to Buyer, have not violated, any provision of any applicable law related to bribery or corruption, including the U.S. Foreign Corrupt

Practices Act, and the U.K. Bribery Act of 2010. Seller will not, nor will any of its officers, employees, representatives or agents, directly or indirectly, offer, give, or agree to offer or give any payment, gift, or other advantage: (1) which is intended to, or does, influence any person to act or reward any person for acting in breach of an expectation of good faith, impartiality or trust; (2) which it would otherwise be improper for the recipient to accept; or (3) which is made to or for a public official with the intention of influencing them to allow Seller or Buyer to obtain or retain business or a business advantage (“Corrupt Act”). Seller covenants not to seek to, directly or indirectly, improperly or corruptly influence or attempt to influence a public official, or any individual to act to the advantage of either Seller or Buyer or otherwise to perform their duties improperly and Seller covenants not to use proceeds of any payment made under this order, directly or indirectly, for this purpose or otherwise for the purpose of or in connection with any Corrupt Act.

(d) Seller covenants to notify Buyer immediately if, at any time, it becomes aware that any of the representations, warranties, and covenants set out in this Section 23 are no longer correct. If Buyer in good faith has reasonable concern that there has been a breach of this Section, then notwithstanding any other provision herein, Buyer may immediately terminate this order and any other agreement without notice or penalty and without further liability or obligation. If Seller fails to meet its obligations in this Section, Seller shall reimburse Buyer for all amounts already paid under any orders and shall defend, indemnify and hold Buyer harmless from and against any fines, penalties and/or damages resulting therefrom.

24. WAIVER.

A judicial or arbitration holding that any term or condition hereof is void or unenforceable shall not render void or unenforceable any other terms or conditions of this order. No claim or right arising out of a breach of this order can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. The failure of Buyer to enforce at any time or for any period of time any of the provisions hereof shall not be construed to be a waiver of such provisions nor the right of Buyer thereafter to enforce each and every such provision. The rights and remedies of Buyer provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.

25. SETOFF.

Buyer shall have the right at any time to set-off any amount owed by Buyer (or by Buyer’s affiliated companies) to Seller or to Seller’s affiliated companies.

26. SERVICES ON BUYER'S PREMISES.

If Seller's performance under this order involves operations by Seller on the premises of Buyer or Buyer’s customer, Seller shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such services. Seller shall maintain such public liability, property

TURTLE & HUGHES, INC.
TERMS AND CONDITIONS OF PURCHASE
Terms and Conditions –USA - Effective

damage and employees' liability and workers compensation insurance with such coverage limits as reasonably established by Buyer and as will protect Buyer from said risks and from any claims under applicable worker's compensation and occupational disease acts. Seller hereby agrees on behalf of its employees, agents and representatives, to submit to any security requirements of Buyer, or Buyer's customer, and to comply with all rules and regulations established by Buyer. Buyer shall be named as an additional insured on all public liability, property damage and employee's liability insurance. Seller shall provide Buyer with a certificate of insurance acceptable to Buyer and evidencing the kinds and amounts of insurance to be so maintained by Seller at all times. Buyer shall be provided at least thirty-(30) days' prior notice before changes to or termination of any such insurance coverage. Seller shall have sole responsibility for all governmental taxes and contributions imposed with respect to all persons compensated by Seller while such persons are on the premises of Buyer or Buyer's customer.

27. LIMITATION ON BUYER'S LIABILITY.

In no event will Buyer, nor shall Buyer's customers nor shall their affiliated companies, be liable to Seller for any indirect, incidental, consequential, or punitive damages, or for loss of profits, revenue, or data, whether in an action in contract, tort, strict liability, or otherwise, even if advised of the possibility of those damages. Buyer's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this order or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unit thereof, which gives rise to the claim. Buyer shall not be liable for penalties of any kind. Any action resulting from any breach on the part of Buyer as to the goods or services delivered hereunder must be commenced within one (1) year after the cause of action has accrued and all rights of Seller to commence any court action or proceeding with respect to this order shall terminate one (1) year after the cause of action has accrued.

28. PURCHASES OF GOODS OF FOREIGN ORIGIN OR FROM SELLERS LOCATED OUTSIDE THE UNITED STATES.

(a) ANTI-DUMPING. (i) If Buyer is serving as the "Importer of Record" the following applies to all transactions involving imported goods; then "(a)(ii)" below does not apply. Seller warrants that all sales made hereunder are or will be made at not less than fair value under applicable "ANTI-DUMPING" or countervailing duty laws and Seller will indemnify, defend and hold Buyer and its customers and their affiliated companies, harmless from and against any costs or expenses (including but not limited to any anti-dumping or countervailing duties which may be imposed) arising out of or in connection with any breach of this warranty.

(ii) If the front side of this order indicates Seller is, or if Seller acts as Importer of Record the following apply to all

transactions involving imported goods; then "(a)" above does not apply. Seller agrees that Buyer will not be the "IMPORTER OF RECORD" nor a party to the importation of the goods, the transaction(s) represented by this order will be consummated subsequent to importation, and Seller will neither cause nor permit Buyer's name to be shown as Importer of Record on any customs declaration.

(b) DRAWBACK - Buyer shall be entitled to all customs duty and import drawback rights, including, without limitation, those provided under United States law, and upon request and where applicable, Seller will provide Buyer with requested and appropriate documentation, including, without limitation, U.S. Customs Form 7543 entitled "Certificate of Delivery" properly executed to transfer such rights to Buyer.

(c) ASSISTS AND OTHER CHARGES THAT AFFECT THE VALUE OF THE GOODS - Seller will provide commercial invoice(s) for all goods that will be imported into the United States. Seller will identify the proper US HTS codes for all goods sold. Any charges for assists (as defined in US Customs laws and regulations) or other charges, costs, fees and payments that could affect the declared value of the goods shall be properly identified on the commercial invoice.

(d) COUNTRY OF ORIGIN MARKING. Seller will conspicuously mark the country of origin on all goods that are of non-U.S. origin. Such marking shall be legible, permanent, in English, and in close proximity to any other Seller markings. In the event such marking would impair the functionality of such goods, or if marking would be impossible, Seller must, in the alternative, conspicuously mark the country of origin on the packaging containing such goods.

(e) IMPORTER SECURITY FILING. - When Buyer is serving as Importer of Record for goods being transported to the United States via ocean shipment, Seller will timely and accurately supply all data elements necessary to the Importer Security Filing as required by US Customs. Seller will supply such data elements to Buyer or to the appropriate customs broker, as directed by Buyer.

(f) CERTIFICATES OF ORIGIN - Seller will provide certificates of origin relating to such products within the meaning of the rules of origin of the USMCA trade agreement preferential duty provisions and execute such other documents as may be necessary for Buyer or Buyer's customers to claim duty preference under any applicable programs.

(g) INDEMNIFICATION - Seller will defend, indemnify and hold Buyer harmless against any penalties, fines or other damages resulting from or arising out of Seller's failure to comply with the provisions of this Section.

29. DISPUTE RESOLUTION.

Seller and Buyer agree that if a party hereto is claimed by the other to this agreement to be in default in the performance of any of their obligations as provided for in this order, and/or have a claim based on or arising out of this order, and such claimed default continues for ten (10) calendar days' after notice in writing from the party hereto claiming the default, then the board of arbitration (as opposed to either party filing a lawsuit in

TURTLE & HUGHES, INC.
TERMS AND CONDITIONS OF PURCHASE
Terms and Conditions –USA - Effective

a court of law with respect to such dispute) as hereinafter provided shall first determine whether such specified default has occurred. In no event shall said board of arbitration expand nor restrict any of Buyer's or Seller's respective rights or obligations beyond those as provided for in this order. If such default is found to exist, the board shall assess such damages, order such relief, and impose on the party in default such other requirements as may seem to the board to be proper under the circumstances. Each party hereto agrees that it will pay such damages and comply with such order and requirements as may be specified by the board of arbitration. All disputes arising under this order, except as otherwise provided for herein, shall be settled by binding arbitration in accordance with the rules, then pertaining, of the American Arbitration Association. The site of arbitration shall be in Elizabeth, New Jersey or Newark, New Jersey. Subject to the qualification set forth hereinafter, the board of arbitration shall be comprised of three (3) arbitrators. Each party shall each select 1 (one) arbitrator within ten (10) calendar days of receipt of notice from a party seeking an arbitration, and the third arbitrator shall be selected by the two arbitrators within five (5) business days after the selection of the second arbitrator. The 3 (three) arbitrators shall comprise the board of arbitration. A majority vote of the 3 (three) arbitrators shall be considered a final decision by the board of arbitration. Notwithstanding the foregoing, if one party does not select an arbitrator within the aforesaid 10-day period, the single arbitrator appointed by the only selecting party shall act, alone, as the "board of arbitration" and the decision of such single arbitrator shall be considered the final decision of the board of arbitration. Subject to Section 32, initially each party shall be responsible for the fees of the arbitrator selected by such party, and the parties initially shall share the fees of the third arbitrator on a 50/50 percentage basis. The arbitration award shall be a speaking award setting out reasons for the same. Such final decisions may be enforced in the courts located in the State of New Jersey.

30. GOVERNING LAW / JURISDICTION.

(a) This Agreement shall be governed by and be construed in accordance with the laws of the State of New Jersey, without regard to its rules or principles of conflicts of laws. Except as brought in accordance with the arbitration procedures set forth above, Seller and Buyer agree that all actions, suits or proceedings arising out of or based upon the T&Cs of this order (or the subject matter thereof) shall be brought and maintained exclusively in the state or federal courts located in New Jersey and Seller and Buyer hereby expressly consent to the personal and subject matter jurisdiction of said courts. Each party hereby waives any objection to the venue of any such court with respect to any suit or action.

(b) Seller acknowledge that Seller's breach of the T&Cs of this order, and the agreement between Seller and Buyer, will cause Buyer to suffer irreparable harm, the extent of which would be difficult to ascertain and, in any event, money damages would be inadequate in the event of such a breach. Accordingly, Seller agrees that in the event of a breach of this agreement by Seller, Buyer shall be entitled to specific

performance and injunctive or other equitable relief as the board of arbitration (referenced above) or as a court may deem appropriate, and such remedies shall not be deemed to be the exclusive remedy for Seller's breach of this Agreement, but shall be in addition to all other remedies available at law or equity or as otherwise provided for in this order, which constitutes the agreement by and between Seller and Buyer.

31. SUPPORT OF GOODS.

Seller warrants that goods and services purchased under this order, including the sub-assemblies and spare parts, shall be made available by Seller to Buyer and its customers during the operational life of the items purchased or for seven (7) years after the date of final shipment under this order, whichever is later. Further, during said period, Seller shall continue to provide technical support and service at the same level as presently provided. In the event Seller discontinues manufacture of the aforementioned items, sub-assemblies or spare parts thereof or does not provide any of them in a timely manner for Buyer's requirements, Seller shall make available to Buyer all drawings, specifications, data and know-how which will enable and facilitate Buyer, its suppliers or its customers to manufacture or procure and use and sell said items, sub-assemblies and spare parts under a royalty-free license which is hereby granted.

32. REMEDIES. Except as may otherwise be set forth expressly to the contrary in these Terms and Conditions, each party shall be entitled to pursue any and all rights and remedies available at law or in equity given a breach by the other party. Moreover, in the context of any arbitration or judicial proceeding, the prevailing party shall be entitled to full reimbursement of any and all attorney's fees, costs, expenses and arbitration fees incurred by the prevailing party in pursuing, or defending against, the claim(s) in issue.

33. CERTIFICATION OF ORIGIN.

If required by Buyer or if implicated by the preferential duty provisions of the USMCA trade agreement, Seller shall provide to Buyer an up-to-date certificate of origin with respect to goods or products sold by Seller.

34. HEADINGS.

Headings are for convenience only and shall be given no force or effect. Fax and electronic copies shall be given the full force and effect as an original.

35. INDEPENDENT CONTRACTORS.

The parties to this Agreement are independent contractors and neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

36. RECORDS.

Seller will maintain complete and accurate records regarding production and manufacture of goods for a period of ten (10) years following expiration of this Agreement. Upon reasonable advanced notice, Buyer may inspect and make copies of such books and records during normal business hours to verify compliance with the terms and conditions of this Agreement.

37. AUDIT.

TURTLE & HUGHES, INC.
TERMS AND CONDITIONS OF PURCHASE
Terms and Conditions –USA - Effective

At all reasonable times and with reasonable advance notice, Buyer contemplates and Seller further agrees to permit Buyer to audit all records relating to the goods and services that Seller is providing to Buyer at Seller's place of manufacture, or at any of Seller's subcontractor's place of manufacture or performance (which Seller shall ensure that Buyer has the right to undertake), or at any other place where any of the goods are being manufactured and/or services are being performed. Buyer may elect to conduct inspections on Seller's or its subcontractor's premises either on a random or 100 percent inspection basis. During the time Buyer is on Seller's or its subcontractor's site, Buyer shall be provided reasonable private office space at no charge. Seller and its subcontractors shall provide Buyer with copies of all records pertaining to said goods and services upon Buyer's request.

38. OFAC Compliance.

(a) Seller represents and warrants that neither Seller, its affiliates nor any of its respective directors, officers, agents, employees or any person or entity acting on behalf of any of them, is, or is directly or indirectly, owned or controlled, by a person or entity that is or will be designated on any economic sanctions or export controls list of any governmental authority, including the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC") Specially Designated Nationals and Blocked Persons List. Seller promises that no action of Seller or any of its affiliates, and its respective directors, officers, agents, employees or any person or entity acting on behalf of any of them, or any other transaction contemplated hereby or the fulfillment of the terms hereof, will result in a violation of any trade sanctions, foreign trade controls, export controls, non-proliferation, anti-terrorism and similar laws administered by OFAC, the U.S. Departments of State or Commerce in the United States, the European Union and its Member States, Switzerland, the United Nations Security Council ("UNSC"), or any other relevant sanctions authority which prohibit the sale, export or diversion of products, services and technology, including the goods and/or services, to certain countries (Iran, Syria, Sudan, North Korea, and Cuba, in particular but without limitation) or nationals of those countries, as well as to persons or entities whose names appear on the List of Specially Designated Nationals and Blocked Persons maintained by OFAC (collectively, "Sanctions").

(b) Buyer shall not be obligated to perform any obligation otherwise required by this Agreement, including without limitation an obligation to (i) perform, deliver, accept, sell, purchase, pay or receive monies to, from, or through a person or entity, or (ii) engage in any other acts if this would be in violation of, inconsistent with, or expose Buyer, a parent company or affiliate of Buyer, or any other person related to Buyer to punitive measure under any Sanctions. If Seller should learn that any of the representations made in this Section are no longer accurate, or learns of any violation of Sanctions by Seller that may involve products, services and technology, including the goods and/or services, Seller shall inform Buyer immediately in writing. Furthermore, Seller shall provide all information, assistance and cooperation

requested by Buyer in connection with Buyer's compliance efforts, including taking corrective or remedial action recommended by Buyer and/or by providing certifications of compliance with relevant Sanction requirements as requested by Buyer.

END OF TERMS