

## **TERMS & CONDITIONS OF PURCHASE**

### **(AMERICAS)**

ACKNOWLEDGEMENT: Belden Inc., a Delaware corporation, is the worldwide parent company and is the purchasing entity unless otherwise documented in this purchase order ("Order"). Hirschmann, Lumberg Automation, Mohawk, Tofino Security and West Penn Wire are unincorporated divisions of Belden Inc. Belden's subsidiaries and affiliates, which include, but are not limited to, Hirschmann Automation and Control GmbH, Belden Deutschland GmbH, Belden Canada ULC, GarrettCom, Inc., a ProSoft Technology, Inc. PPC Broadband, Inc., and Precision Optical Technologies, Inc. also may act as the purchasing entity pursuant to these terms. Whichever entity is the purchasing entity for this transaction as documented in the Order sent to Seller by Belden, or one of its affiliates or subsidiaries, shall be collectively, hereinafter referred to as "Belden", "Company", or "Buyer." This Order includes and is expressly limited to these terms and conditions (except those that cannot be lawfully excluded) and all specifications, drawings, data, and additional special terms and conditions contained herein, attached hereto or incorporated herein by reference. This Order constitutes an offer by the Buyer to the Seller (or "Supplier") subject to the terms and conditions set forth herein and is not an expression of acceptance or a confirmation document. Seller's acceptance of this Order becomes a binding contract when it is accepted by Seller. The Seller's acceptance is limited to the exact terms of the offer, and it is specifically understood that acceptance shall occur either by an acknowledgment by the Seller or any commencement of work, placement of procurement orders for materials or shipment or fulfillment of the Order by Seller, provided that the Company has not previously withdrawn or rejected the Order by written or oral notice. Acceptance may only be on the exact terms and conditions set forth herein. No additional, contrary, and/or inconsistent term or condition stated by Seller in accepting this or any other Order shall be binding on Company unless specifically agreed to in writing by the Company. Any acknowledgment that contains any additional, contrary, and/or inconsistent term or condition relative to the specific terms and conditions set forth herein shall be deemed to be a counter offer, and the Company hereby rejects any such additional, contrary, and/or inconsistent term or condition, unless specifically and expressly accepted by written instrument, such as in the form of an Amendment to this Order signed by an authorized representative of the Company. For the avoidance of doubt, any performance by Seller in the absence of such written acceptance by the Company of a counter-offer regarding any such additional, contrary, and/or inconsistent term or condition shall be solely deemed to be performance in accordance with the terms and conditions of this Order without giving effect to such a counteroffer regarding any such additional, contrary, and/or inconsistent terms. For the further avoidance of doubt, the Company and the Seller are referred to herein individually as a "Party" and collectively as the "Parties."

1. ADDENDA. All supplemental or acknowledged sheets, schedules, exhibits, specifications, drawings, data or riders that may be annexed hereto or referenced in this Order are made part of the Order. Seller acknowledges that it has available to it all specifications, drawings, and data included in the Order and that they are adequate to enable the Seller to perform the work called for therein in accordance with the delivery schedule set forth therein.
2. CONFIDENTIAL RELATIONSHIP. Unless the written consent of the Company is first obtained, Seller shall not in any manner advertise or publish or release for publication any statement mentioning the Company or the fact that Seller has furnished or contracted to furnish to the Company items and/or services required by this Order. Seller shall not disclose any information relating to any Order except to the extent necessary for performance.
3. INTELLECTUAL PROPERTY. All specifications, drawings, or other documents and data furnished by the Company, and any intellectual property in relation thereto are solely owned by and shall remain the exclusive property of the Company. Nothing in the terms

contained herein or in this Order shall be construed as granting Seller any license, or obligating either Party to take any license, under any invention, trade secret, patent, copyright, trademark, or other intellectual property right of the other Party. Seller shall assume, at its expense the costs of and hereby agrees to defend, hold harmless, indemnify, and reimburse the Company, its employees, officers, directors, vendees, customers, or other commercial partners (the "Indemnified Parties") against any and all claims, allegations, investigations, actions, proceedings, or suits for infringement or alleged infringement of patents, trademarks, or any intellectual property rights brought against the Indemnified Parties or its vendees, or based on any third party license obligations of Seller, its vendees, sub-suppliers, affiliates or other commercial partners, including any and all losses, liabilities, damages, judgments, awards, costs, and expenses (including reasonable attorney fees), arising from, connected with or related in any way to any of the goods furnished under this Order. The Company reserves the right to participate in and control any claim, allegation, investigation, action, proceedings or suit brought against it. For the avoidance of doubt, this defense, hold harmless, indemnity, and reimbursement obligation extends to any audit investigation, or other claim, proceeding, or action regarding any of the goods furnished under the Order that may be subject to any third party license obligations of Seller, its vendees, sub-suppliers, affiliates or other commercial partners.

4. **CONFIDENTIAL INFORMATION.** (a) Seller acknowledges and agrees that Confidential Information of the Company (alternatively referred to as "the Company's Confidential Information") shall include, but may not be limited to, (i) all information proprietary to the Company, whether or not reduced to writing or other tangible medium of expression, (ii) all designs, software, know-how, technology, data, specifications, and drawings that the Company may provide to Seller, specifically including any of the Company's, or its customer's, specifications or requirements, (iii) information about the Company's, or its customer's business, such as cost data, pricing data,

demand or supply requirements, product or design preferences, competitive business strategies, and the like, that Seller may learn or that the Company, or its customers, may disclose to Seller, or that Seller may develop, in the course of performing this Order, (iv) any trade secrets of the Company, or its customers, as defined by the Uniform Trade Secrets Act, and comparable information that the Company, or its customers, may receive or has received from others. For the avoidance of doubt, Seller agrees and acknowledges that all of the Company's Confidential Information shall be the sole property of the Company. For the further avoidance of doubt, the Company's Confidential Information as defined under the terms and conditions herein shall not include information that is publicly known or becomes publicly available other than through a breach of the terms and conditions herein.

(b) Seller also acknowledges and agrees that (i) the Company's Confidential Information, work product, and intellectual property rights have value and all right, title, interest and such value shall remain solely with the Company, and (ii) any use of the Company's Confidential Information, work product, or intellectual property rights by the Seller shall inure to the benefit of the Company and its affiliates and not for the benefit of any third party, including, but not limited to, any competitor of the Company, and (iii) Seller shall not use any of the Company's Confidential Information, work product, and/or intellectual property to compete against the Company. Seller shall not do, or cause to be done, any act or thing contesting, or in any way impairing or likely to impair, any part of the Company's right, title, and interest in and to any of the Company's Confidential Information, work product, or any intellectual property rights, or detrimental to the reputation, business, and goodwill of the Company or the goods that Seller shall provide to the Company herein, or for the economic benefit of any third party, including, but not limited to, any Company competitor. Moreover, Seller may not use any of the Company's Confidential Information, intellectual property rights, or work product in providing or sourcing goods for itself or for any third party without the Company's advance

written consent. Seller shall destroy any defective or discontinued good(s) overruns containing any of the Company's Confidential Information, work product, and intellectual property rights that remain on hand pursuant to the Company's written instructions.

(c) Seller further acknowledges and agrees that during the course of the Parties' relationship, the Company may introduce Seller to various customers or clients with which it does business or proposes to do business (each a "Company Customer"), which both Parties acknowledge and agree constitutes the Company's Confidential Information. Because of Seller's access to the Company's Confidential Information, the Seller agrees that it would have an unfair competitive advantage if it were to sell goods directly or indirectly to any Company Customer in any manner that would circumvent or undermine the Company's involvement in the sale. Therefore, Seller hereby agrees not to directly or indirectly solicit or induce, or in any manner solicit or induce, any Company Customer to (i) to take any action or encourage any Company Customer to discontinue any relationship with the Company; (ii) to cause or encourage any Company Customer to divert any business from the Company or attempt to deal directly with any Company Customer in an attempt to circumvent the Company's business or unfairly use the Company's Confidential Information to compete against the Company; or (iii) to otherwise interfere with, disrupt or attempt to interfere with or disrupt the relationship, contractual or otherwise, between the Company and any Company Customer.

(d) Seller further acknowledges and agrees that a breach of any of the restrictions set forth in this Section would cause immediate and irreparable harm to the Company. Without limiting the following, Seller agrees that the Company will be entitled to an injunction and other equitable relief, including, but not limited to, specific performance, in addition to any other remedies available to it by law or in equity. In addition, if Seller is in breach of the covenants contained in this Section, Seller shall be liable to the Company for liquidated damages in an amount equal to at least thirty percent (30%) of any and

all sale proceeds generated by Seller resulting from such breach, including the Company's costs and expenses (as well as reasonable attorney's fees) incurred in enforcing the terms and conditions of this Order. In the event that a subpoena or other legal process in any way concerning the Company's Confidential Information is served upon Seller, Seller shall promptly notify the Company upon receipt of such subpoena or other legal process and shall cooperate with the Company, at the Company's cost, in any lawful effort by the Company to contest the legal validity of such subpoena or other legal process. The Parties' obligations under this Section shall survive any change, cancellation, or termination of this Order.

5. **LAWS GOVERNING.** The rights and duties of the Parties shall be construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflict of laws. All disputes between the Company and the Seller relating to the subject matter of an Order shall be resolved exclusively in the federal and state courts located in Delaware and each Party irrevocably consents to the personal and subject matter jurisdiction of such courts with respect thereto. Notwithstanding the foregoing, in the event a transaction is between two non-U.S. Parties hereto, then the governing law shall be the law of the country where the Belden purchasing entity is based, and each Party hereunder irrevocably consents to the personal and subject matter jurisdiction of such the courts of such jurisdiction related to any action or claims related to such transaction. The Company and the Seller specifically agree that the validity, interpretation, and performance of the terms of this Order shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. The Company and the Seller also agree that no provision of a statute, regulation, rule or other legislation of any country or state other than Delaware shall be implied into this contract, and that any rights, obligations, or remedies arising from such a provision are hereby excluded.

6. **COMPLIANCE WITH LAWS.** Seller represents and warrants that the goods and/or services covered by this Order will not be manufactured

and are not being sold, priced, or shipped in violation of any federal, state, or local law in the United States or any other country having jurisdiction. Seller further represents and warrants that all goods or services being sold to the Company under this Order will be in compliance with all applicable federal, state and local laws (or the foreign equivalent) and any rules or regulations that have the effect of law, including, but not limited to, the Fair Labor Standard Act, the Equal Employment Opportunity Clause in Section 202, Paragraphs 1 through 7 of Executive Order 11246, as amended, relative to equal employment opportunity and the implementing rules and regulations of the Office of Federal Contract Compliance and shall comply with the standards set forth in Title 29, Labor, Chapter XVII, Part 1910 of the Code of Federal Regulations and all OSHA and all state, federal, and environmental laws and regulations as indicated by current laws. For the avoidance of doubt, Seller agrees that all purchased materials and/or finished products supplied to the Company must and shall comply with the latest revision of the Belden Supplier Code of Conduct and the Supplier Preferable Materials Standard ), which can be found

at:<https://www.belden.com/resources/sustainability/social> Seller shall equip all machinery to be delivered under this Order, if any, with all safety features required by federal law and the state and local law of the jurisdiction where the machinery is to be used by the Company.

7. **INDUSTRIAL LAWS AND BENEFITS.** Seller's relationship to the Company in the performance of the Order is that of an independent contractor. Neither the Seller, nor any of the persons furnishing materials or performing work or services that are required by this Order, are employees of the Company within the meaning of or the application of any federal or state unemployment insurance law or other social security law or any workmen's compensation industrial accident law or other industrial or labor law in the U.S. or any similar law in any other country having jurisdiction. The Seller shall, at its own expense, comply with such laws and assume all liabilities or obligations imposed by

any one or more of such laws and regulations thereunder with respect to this Order.

8. **LIMITATIONS OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THE ORDER, THE COMPANY SHALL NOT BY ANY REASON OF TERMINATION, CANCELLATION OR BREACH OF THIS ORDER BE LIABLE TO SELLER FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES, INCLUDING, IN PARTICULAR, ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. THE COMPANY'S MAXIMUM LIABILITY TO SELLER SHALL NOT EXCEED THE PURCHASE PRICE OF THIS ORDER. ANY ACTION AGAINST THE COMPANY UNDER THE ORDER OR RELATED TO ITS SUBJECT MATTER MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES.**

9. **PRICE.** Except as may be otherwise provided on the face of this Order, the price includes all applicable federal, state, and local taxes in the U.S. and any taxes imposed by any other applicable country that may have jurisdiction in effect on the date hereof. Prices, charges or extra costs shall not be in excess of those listed on the face side of this Order. If the price listed is incorrect, or not listed, Seller must notify the Company within five (5) days of receipt of this Order of the correct price, which such price may not be higher than last price quoted or charged. Any increase in price shall be subject to prior authorization in writing by the Company as will any determination of price where not listed. Unless otherwise agreed to by the Company, prices will remain firm through completion of this Order. Unless otherwise specified, this Order and all provisions hereof must be fully performed and complied with before payment by the Company shall become due. The Company shall have the right (but not the duty) to withhold any moneys payable by it hereunder and to apply the same to the payment of any obligations of Seller to the Company arising in any manner out of this Order or its performance. The Company shall pay undisputed invoices sixty (60) days from date that Company receives of the relevant

invoice unless otherwise agreed upon between the Parties in writing.

10. **COMPETITIVE OFFERS.** The Company may request that Seller meet competitive offers by providing Seller satisfactory evidence (in writing if requested) that the Company has received a firm commitment from a non-affiliated North American (or any other applicable jurisdiction) producer to sell like grade and quality goods at a lower delivered price under similar terms for all of the remaining quantity of any goods sold under this Order. Within ten (10) days after its receipt of the evidence, Seller will notify the Company that (a) Seller will meet the offer on orders received in the future, or (b) the Company may terminate the relevant Order(s) effective thirty (30) days from the Company's receipt of the notice from Seller without any further liability to Seller whatsoever.

11. **FABRICATION.** Unless otherwise authorized or agreed to in writing by the Company, Seller agrees not to fabricate any of the goods ordered by this Order or procure any materials required in their fabrication in excess of thirty (30) days in advance of agreed to shipping schedule(s) and quantity(ies) indicated. Any fabrication in advance of these instructions will be at Seller's risk. In the event of specification or schedule changes, the Company will not be liable or responsible beyond such period unless otherwise authorized or agreed to in writing by the Company or in such cases where compliance to quantity(ies) or shipping schedule (s) otherwise mandates or warrants and advance notice is supplied to and agreed to by the Company. In the event of cancellation or termination of the Order, other than due to failure of Seller to comply upon terms and conditions contained herein, the Company shall only be responsible for that thirty (30) day portion of the Order and/or those items received and accepted prior to such cancellation or termination.

12. **PACKAGING AND SHIPPING.** Except to the extent specifically agreed otherwise by the Parties in writing, all shipments to Company shall be Incoterms 2020: DDP Company's location. For the avoidance of doubt, except as otherwise specifically agreed by the Parties in writing,

Seller shall be responsible for clearing customs in the destination country and for any taxes, duties, or tariffs imposed upon shipments of its products. The Company will have no obligation to accept or pay for over-shipments except where written permission for the same has been given by the Company before shipment. No charge will be permitted for boxing, crating, or packaging. Shipments will be made pursuant to the shipping and/or routing instructions on the face of this Order. Seller shall package and mark the goods according to the Company's instructions and assumes responsibility for any damages or loss in shipment, for articles covered by this Order, notwithstanding such shipping instructions. Unless otherwise provided for in this Order, Seller shall have title and bear risk of loss or damage to any goods purchased pursuant to this Order until they are received by the Company at the destination specified in this Order, or, if no destination is specified, at the Company's principal place of business. Upon such receipt, title shall pass from the Seller and Seller's responsibility for loss or damage shall cease except for loss or damage resulting from Seller's negligence. Passing of title shall not constitute acceptance by the Company. Time is of the essence in the performance of this Order. Shipments will not be made prior to specified dates unless the Company is otherwise notified and agrees to such advance shipments. Any such shipments shall be considered dated according to delivery specified. Failure to comply with or ship on the date(s) and the quantity(ies) specified or otherwise agreed to will, at the Company's option, relieve the Company of any obligation to accept or pay for goods or undelivered goods, completed or in any state of fabrication, and the Company may at its option, cancel, or terminate this Order, or return any over-shipments at Seller's sole risk and expense, without cost or charge or any further obligation of the Company to Seller, and the Company will be entitled to recover any expenditure reasonably incurred in obtaining the goods and/or services from another supplier. If the Company opts to accept any goods or services that are delivered later than two (2) days after the agreed upon delivery date, such goods or services shall be reduced at a rate of 2% of the total purchase price for each day that

elapses thereafter until actual delivery to the Company. If for any reason the Company is unable to take delivery of any goods on the due delivery date the Seller will store or arrange for the storage of the goods for a reasonable time and will safeguard the goods and take all reasonable steps to prevent their deterioration until actual delivery.

13. **WARRANTY.** In addition to and without prejudice to all other warranties, express or implied by law, Seller warrants that all goods or services delivered or specified in this Order: (a) will conform to all specifications made a part of this Order and include all operating and safety instructions, warning notices and information as necessary for proper use, maintenance and repair; (b) will be of good material and workmanship and will be free from defects; (c) will be fit for the purposes for which they are intended; (d) that the sales or use of the Seller's goods or services covered by this Order, alone or in combination with other goods or services consistent with the Company's intended use of Seller's goods or services, will not infringe any United States or foreign patents, trademarks, copyrights, or other intellectual property rights of any third party, where any such infringement would not occur, but for, or without, the Seller's goods or services covered by this Order; (e) are compliant with any third party licensing obligations, including, but not limited to, the payment of royalty fees and Seller hereby agrees to provide evidence of such payment(s) and to provide verification reports, identifying the relevant Goods and/or parts thereof and supporting documentation that verifies that any requisite payments were made to comply with any such third party licensing obligations, at such time periods as the Company may reasonably request; (f) will meet RoHS 2 standards for acceptable levels of hazardous substances or comply with an exemption under Directive 2011/65/EU; and (g) will comply with all statutory requirements, regulations and any voluntary codes of conduct relating to the goods and/or services and their sale. The Seller further warrants that, in addition to and without prejudice to all other warranties, express or implied by law, all services specified in this Order: (1) will be performed by appropriately qualified, trained and

experienced personnel with a high standard of skill, care and diligence; (2) will be performed to such a standard of quality as it is reasonable for the Company to expect in all circumstances; and (3) will comply with all federal, state and local laws and regulations. If the Order pertains to services in connection with the Company goods, Seller shall act as bailee and shall hold such goods only for the purpose of applying the services thereto. Seller shall at all times, while the goods are under its care and control, insure the same with a reputable insurer for the full replacement value against any loss, damage or destruction and shall immediately inform the Company of any such loss, damage, or destruction and agrees to pay the Company the full value of the goods and shall indemnify the Company against any and all liability, losses, damages, claims, and expenses arising out of or connected to any such loss, damage, or destruction. All warranties, express or implied, shall survive inspection, acceptance, and payment. the Company's approval of Seller's samples shall not be construed as a waiver by the Company of any requirement of the drawings, specifications, and/or other descriptions applicable to this Order or any expressed or implied warranty of the Seller unless specifically so waived by the Company in writing. All warranties shall run to the Company and its customers. In the event of Seller's breach of any warranty contained herein, in addition to any other rights and remedies available to the Company, at law or in equity, the Company may, at any time within fifteen (15) months after the date of delivery of goods to or completion of services for the Company, return any non-conforming goods or services to Seller at Seller's expense for either correction, replacement, or credit as the Company may direct. If required by the Company, Seller shall with all possible speed correct, or replace the defective or non-conforming goods or services until fifteen (15) months after the date of delivery of goods to or completion of performances for the Company. Seller further covenants to defend every suit that may be brought against the Company or any party selling or using any of the Company's products (collectively "Company") for any alleged infringement thereof by reason of the sale or use of such goods and to pay and

indemnify, and hold harmless, the Company against all expenses and fees to counsel that may be incurred in or about defending said suits and all costs, damages, and profits recoverable every such suit.

14. **CODE OF CONDUCT.** Seller shall comply at all times with the Company's Code of Business Conduct and Ethics (the "Code of Conduct"), which may be updated from time to time, and a copy of which can be found at <https://assets.belden.com/m/53487348a2cdf872/original/Supplier-Code-of-Conduct-Belden-2020-10.pdf>. By Seller's acceptance of this Order, Seller represents and warrants that it is and shall at all times remain in full compliance with the letter and spirit of the Code of Conduct, relating to the goods and/or services and their sale.

15. **FALSE CLAIMS AND INDEMNITY.** The Seller shall indemnify the Company for any cost incurred and any payments made by the Company resulting from false claims submitted by the Seller under this Order or as a result of a Seller's misrepresentation of any fact or fraud relating to any claim or dispute arising under or related to this Order, including, but not limited to, any liability under the Consumer Protection Act of 1987 and/or any breach of these terms.

16. **SELLER'S INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS OBLIGATIONS AND INSURANCE OBLIGATIONS.** If, in the course of the performance of this Order, Seller, its agents, employees, or subcontractors enter any premises occupied by or under the control of the Company or any of its customers or suppliers, Seller shall take all necessary precautions to prevent occurrences of any injury, including death, to any person or any damage to any property arising out of any act or omissions of Seller, its agents, employees, or subcontractors. Seller shall indemnify and defend the Company for, and hold the Company harmless from, any liability, losses, damages, claims, and expenses, (including attorneys' fees) arising out of or connected with any act or omission of the Seller, its agents, employees, or subcontractors, or for each breach of any covenants, representations and warranties under these terms and conditions

herein, except for injury or damage due solely to the Company's negligence or other fault. The Company reserves the right to participate in and control any legal action brought against it. In addition, Seller shall be liable to the Company for incidental or consequential damages incurred by PPC as a result of Seller's actual or alleged breach of this Order or any breach of warranty under this Order. Seller shall maintain such public liability, property damage, workers' compensation, automobile liability insurance as will protect the Company from any such risks. Upon the Company's request, Seller shall provide a certificate of insurance.

17. **INSPECTION AND ACCEPTANCE.** After receipt of goods, the Company shall have a reasonable time, but not less than thirty (30) days to accept or reject the goods and payment for the goods shall not constitute acceptance. Notwithstanding prior payment to obtain cash discount, all goods shipped under this Order shall be subject to inspection, testing, sampling and/or inspection at all times during manufacture, processing, or storage, which may be reasonably requested by the Company and required for inspection and/or testing, and at any time after receipt of shipment. If inspection at any time shows that the goods, material, or workmanship are not strictly as warranted, such goods may be rejected and returned (with cost of transportation both ways charged to Seller) or reworked (with cost of labor and materials at the prevailing rate to be paid by Seller). No rejected and returned goods shall be replaced without a replacement Order. At its option and in its sole discretion, the Company also may purchase substitute goods in lieu of the rejected goods and Seller shall be liable for the difference in cost. In the event that the Company and Seller agree that any good is non-cancellable and non-returnable, Seller agrees that the Company shall be permitted to request that Seller modify, reschedule, or otherwise renegotiate its original customer request date, and Seller shall not unreasonably withhold its consent to such request.

18. **TOOLS.** All specifications, drawings, or other documents and data furnished by the Company and all tools, dies, molds, jigs, fixtures, patterns,

machinery, special test equipment, special taps, and gauges, including plates, negatives, and/or film used for the purpose of reproduction, which have been furnished, paid for, or charged against the Company or that have had their cost amortized will be delivered in good condition (normal wear and tear excepted) to the Company FCA (Incoterms 2020) the Seller's plant, immediately upon request and Seller shall be liable for all damage, loss or casualty to such property until so returned to the Company. Seller warrants that said tools, dies, moulds, jigs, fixtures and documents or data furnished will not be used for any work or for the production of any material or parts other than for the Company without its written permission. Seller, at its own cost and expense, shall keep the same in working condition and fully insured for the benefit of the Company at all times while in Seller's possession.

19. **CHANGES; CANCELLATION.** The Company reserves the right to cancel all or any portion of this Order without liability if this Order is not filled or completed as specified. Furthermore, notwithstanding anything else in these Terms and Conditions of Purchase or this Order to the contrary, in the event that the Company is required to pay any tax, duty, or tariff on the goods that are the subject of this Order, or Seller seeks to pass through the cost of any new or modified tax, duty, or tariff not contemplated in the price at the time of the Order, Company may, without liability to Seller, terminate the Order that is the subject of the tax, duty, or tariff. The Company may, at any time upon written notice to Seller, makes changes in the drawings, specifications, or quantities under this Order, change the scheduled dates of shipment, and if the Order calls for partial shipment, the Company may suspend any shipment and such suspended amount then may be taken out on or before the last specified shipping date. The Company also reserves the right to make changes in or to cancel this Order (in whole or in part) or to suspend shipments, where such change, cancellation or suspension is, in its option, rendered advisable by reason of the termination of orders by the Company's customers, strikes, labor difficulties, breach of this Order or any warranty contained herein by

Seller, or other contingencies, including but not limited to the bankruptcy or other insolvency proceeding of Seller. In the event of such termination, the Company will notify Seller in writing. The Company shall be responsible to Seller for (1) all goods received and/or services provided and accepted prior to the termination date, (2) all goods in transit in accordance with the agreed to shipping schedule(s) and meeting specifications set forth herein, and (3) all goods fabricated or in process and scheduled for shipment within thirty (30) days of the termination date. The Company shall not be liable for any cost or cancellation charges on any goods manufactured or considered work-in-process in excess of thirty (30) days beyond the termination date unless otherwise agreed to in writing by to the Company before termination. Seller shall submit to the Company in writing a notice of intention to submit claims based on termination of this Order within fifteen (15) days from the date of notice of termination, and all such claims shall be made in details and substantiated by bills, receipts and similar documents within thirty (30) days thereafter, or such claims shall be waived.

20. **NOTICE OF DELAY.** Whenever any event, including an actual or potential labor dispute, is delaying or threatens to delay the timely performance of the Order, Seller shall immediately give notice thereof, including all relevant information with respect thereto, to the Company.

21. **SELLER SUBMISSION.** The Company will be under no obligation to regard any submission by Seller relating to or under this Order as confidential or proprietary regardless of any marking or notice to the contrary.

22. **ASSIGNMENT.** No assignment, variation or transfer in whole or in part of this Order or any monies due or to become due hereunder shall be binding upon the Company without the prior written consent of the Company. Payments whether to Seller or any assignee, shall be subject to set off or recoupment for claims that the Company may have against the Seller, however arising.



23. REMEDIES. The remedies herein reserved shall be cumulative, and additional to any other or further remedies provided in law or equity. No waiver of a breach of any provision of this Order shall constitute a waiver of any other breach of such provision.

24. SEPARABILITY. If any term or provision of this Order is determined to be invalid or unenforceable, such determination shall not affect the validity of the remaining terms and conditions. In such case, the Order shall be deemed to have been executed without the invalid or unenforceable term or provision.

25. PRODUCTIVITY. The Company and the Seller agree to jointly establish goals to improve productivity of goods and/or services provided herein as measured either by (a) a reduction in the price of such goods and/or services, or (b) a reduction in the unit manufacturing cost of Company goods. The Company and Seller agree that to the extent such productivity measures are implemented, the goal shall be for the Company to benefit by double-digit productivity gains year over year.

26. COUNTRY OF ORIGIN. The Seller acknowledges and agrees that (a) United States law requires every article of foreign origin imported into the United States, or its immediate container, and the outer package in which such article is imported, to be marked, branded, or labeled, legibly in English words, in a conspicuous place, in such a manner as to indicate the country of origin (manufacture) of such goods. Accordingly, Seller represents and warrants that it shall label all goods, regardless of the place of manufacture or delivery to the Company, with the country of origin information in the manner called for above and as required to comply with all applicable laws.

(b) The Seller also acknowledges and agrees that shipments of goods of foreign manufacture

into the United States must also indicate country of origin and labeling must comply with the above paragraph. Further work or material added to any good in a country must effect a substantial transformation in order to render such country the "Country of Origin".

(c) The Seller further acknowledges and agrees that United States customs' law makes compliance to this regulation mandatory. Failure to comply may result in impoundment of your shipment. Any and all fines, penalties, storage costs, etc., by United States Customs and Border Patrol are the sole responsibility of the exporter.

27. FORCE MAJEURE. The Company shall not be liable to the Seller or be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of its obligations due to any acts of God, acts of the Seller, embargoes, governmental actions, fires, accidents, floods, epidemics, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond the reasonable control of the Company ("Force Majeure Event"). If the Seller is or anticipates that it will be prevented or hindered from manufacturing or delivering the goods and/or performing services due to a Force Majeure Event, then the Seller shall notify the Company immediately and the Company shall be entitled to cancel or suspend the Order with immediate effect by giving notice in writing to the Seller. In the event of cancellation or suspension, the Company shall be under no liability to the Seller and shall be relieved of its obligations for the period of such suspension, including, but not limited to, the payment of any part of the price due during the period of suspension.

28. Any stenographic or clerical errors contained on the face hereof are subject to correction by the Company.