Global Purchasing Terms and Conditions
Burlington Medical, LLC

1. **Acceptance and Governing Provisions.** These Global Purchasing Terms and Conditions (the "Terms") govern any purchase order issued (including electronically transmitted) by the purchaser, buyer, or vendee (the "PURCHASER") that these Terms are attached to, transmitted with, or referenced within. The term "Order" shall collectively mean the purchaser order issued to the seller or vendor named thereon (the "SELLER"), along with all instructions previously provided to SELLER in writing, purchase agreements, drawings, exhibits and schedules included with such purchase order. The term "Agreement" shall mean the Order together with these Terms, which shall comprise the entire agreement (between the PURCHASER and the SELLER concerning PURCHASER's purchase of the goods specified in the Order (the "Products"). The Agreement is expressly conditioned upon and limited to SELLER's unqualified acceptance of the terms, provisions, obligations and duties identified in the Agreement. The rights of the parties shall be governed exclusively by the Agreement and no prior course of dealing, trade usage, or verbal agreement modifies (whether by addition or subtraction) the Agreement, nor waives any right or obligation stated in the Agreement unless it is in writing and signed by PURCHASER. The earlier of the following shall be deemed SELLER's irrevocable acceptance of the Agreement: (i) SELLER's commencement of work on the Products subject to the Order, (ii) shipment of the Products, (iii) acceptance of payment under any Order, or (iv) SELLER's failure to deliver written notice to PURCHASER rejecting the Agreement within five (5) business days after delivery of the Order to SELLER. SELLER shall not vary in any degree the Agreement in any acceptance, acknowledgment, confirmation or any other communication containing additional, inconsistent, or different terms and conditions and any attempt to do so is hereby expressly objected to and rejected. Such attempted variances shall not operate as a rejection by SELLER of the offer made in the Agreement and the Agreement shall be deemed accepted by SELLER without such additional, inconsistent, or different terms and conditions. PURCHASER's acceptance of Products or signature acknowledging receipt of Products, shall not be deemed to be an acceptance of any additional, inconsistent, or different terms proposed by SELLER. PURCHASER may revoke an Order upon written notification to SELLER any time before acceptance of the Offer by SELLER. PURCHASER may terminate an Order after acceptance pursuant to Section 15 of these Terms. Such revocation shall be effective upon receipt by SELLER. Capitalized terms used but not defined herein but shall have the meaning as set forth in the applicable Order. PURCHASER is not obligated to any minimum purchase or future purchase obligations unless expressly set forth in the Order signed by PURCHASER or in a Supply Agreement (defined below).

2. **Change Orders.** PURCHASER reserves the right at any time to make changes to the Order (a "Change Order"), including without limitation changes to: (i) specifications, drawings, and data incorporated in the Order if the Products to be furnished are to be specially manufactured for PURCHASER; (ii) methods of shipment or packing; (iii) place of delivery; (iv) time of delivery; or (v) amount of Products. All such Change Orders must be in writing. If any such Change Order causes more than a de minimus increase or decrease in the cost of or the time required for performance under the Agreement, an equitable adjustment shall be made in the price or delivery schedule, or both. SELLER agrees to accept any Change Order, and SELLER shall perform under the Order as changed by the Change Order while negotiation or other determination of the equitable adjustment is taking place. Notwithstanding the foregoing, any claim by SELLER for adjustment under this paragraph shall be deemed waived unless provided to PURCHASER in writing within five (5) business days from delivery of the Change Order to SELLER. SELLER shall immediately notify PURCHASER in writing of any potential deviations from such specifications, drawings, or approved samples and of any potential process deviations that may change the performance or appearance of the Products. SELLER shall immediately submit to PURCHASER a change form in advance to request any substitution, change, modification or deviation. No such substitution, change, modification or deviation by SELLER will be permitted without the prior written consent of PURCHASER, which may be withheld for any reason or no reason. If SELLER proposes any substitution or deviation, SELLER guarantees that the substitution is equal in quality, capacity, durability, ease of maintenance, and ease of installation to the Products originally specified. Failure of SELLER to comply with any of the requirements set forth above shall entitle PURCHASER, in addition to any other rights or remedies, to cancel the Order and be relieved of any and all liability for losses or damages arising therefrom.

3. **Delivery, Delay, and Anticipation.** Time is of the essence under the Agreement. SELLER shall deliver the Products: (i) in the quantities specified in the Order, (ii) within the time specified in the Order, (iii) in accordance with the specifications, drawings, or approved samples, and (iv) at the prices specified on the Order, in each case as reasonably but conclusively determined by PURCHASER. SELLER shall meet PURCHASER's time requirements for delivery of Products specified in the Order one hundred percent (100%) of the time. If shipment is delayed beyond the last date on which shipment by the method contemplated herein would result in delivery guaranteed on or before the required delivery date herein, SELLER shall make shipment by the most expeditious method of transportation available at its cost. SELLER understands that any delivery delay will cause PURCHASER's work to be disrupted and delayed, and SELLER shall be responsible and liable to PURCHASER for any losses, damages, or expenses sustained as a result of such failure to deliver. In the event of SELLER's actual or reasonably anticipated inability to timely deliver Products, PURCHASER may, at its option, obtain the Products from an alternative source and SELLER shall be liable for any increased costs, and shall not be obligated to pay for the Products ordered from SELLER. PURCHASER shall have no liability to pay for any Products in excess of the quantities set forth in the Order.

4. **Shipping, Packaging, and Risk of Loss.** SELLER shall deliver all Products to the location stated in the purchaser order, but if none is stated on the purchaser order, then according to instructions previously given to SELLER in writing unless Buyer and Seller agree in writing to documented Incoterms (such location, the "Delivery Point"). On the day the date of shipment, Seller shall email to PURCHASER's issuing office a bill of landing or shipping notice, including the Order number, invoice, and if applicable, car number. SELLER shall email to PURCHASER a certificate of conformance and/or certificate of analysis by the date of Product shipment. Title passes to PURCHASER upon actual delivery of the Products to the Delivery Point. SELLER bears all risk of loss or damage to the Products until delivery of the Products to the Delivery Point. Seller shall be responsible for arranging the shipping of the Products to PURCHASER according to PURCHASER'S instructions so as to obtain the lowest transportation cost or, if there are no instructions, in a manner sufficient to obtain the lowest transportation cost while ensuring that the Products are timely delivered in undamaged condition and in accordance with the highest standard required by these Terms, prevailing industry standard, and applicable law. Unless itemized in the Order, SELLER shall pay all costs of carriage and insuring the Products in transit to the Delivery Point. Unless itemized in the Order, the price of the Products includes all insurance, customs duties, boxing, packaging, crating, carting, drayage, storage, and all other transportation costs to the Delivery Point. Notwithstanding the foregoing, PURCHASER shall at all times have the option to route all shipments after submission of an Order. All Products shall be marked with PURCHASER's Order number. Packing slips must be included with all shipments showing order number, type of Product, quantity, and whether the Order has been shipped partial or complete. Unless stated on the Order or otherwise agreed in writing at PURCHASER's sole discretion, SELLER may not make partial shipments. The Order number must be shown on each item, packing slip, and invoice. Additional expenses, charges, or claims incurred as a result of deviation from the specified route, noncompliance with other shipping instructions, or improper description of the shipment in shipping documents shall be assumed by SELLER. On the day of shipment, SELLER must email to PURCHASER's issuing office a bill of lading or other notice of shipment or shipping receipt that describes the material and sets forth the Order number and car number, if carload shipment, and any invoice (in duplicate).

5. **Inspection, Acceptance, and Rejection.** All Products purchased hereunder (and work-in-process relating thereto) shall be subject to inspection and testing by PURCHASER, (or a governmental agency when Products are being produced under a government contract), at its sole discretion, at any reasonable time and from time to time before, during, or after manufacture and delivery. If any inspection or test is to be made on the premises of SELLER, SELLER shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties without any additional charge. Notwithstanding prior inspections, all Products are subject to final inspection and approval at PURCHASER's plant or other place designated by PURCHASER, and notwithstanding any payment that may be made, no Products are deemed accepted until such final inspection and approval actually occurs, regardless of delay in the timing of such inspection. PURCHASER's inspection before, during, or after manufacture and delivery shall not be deemed early approval of the as-completed Products, nor constitute a waiver of the right of subsequent rejection by reason of any defect or failure of the Products to conform to the specifications of the Agreement. If any Products or services are rejected, PURCHASER shall have the right, at its sole option, to (i) obtain substitute Products or services and charge the SELLER any difference in cost in obtaining them, plus reasonable

overhead and administrative costs of PURCHASER; (ii) require SELLER correct the defect or nonconformity within thirty (30) days of PURCHASER's request at no additional cost; (iii) correct the defect or nonconformity itself and charge SELLER for the cost incurred in doing so, including reasonable overhead and administrative expense; (iv) return the Products to SELLER at SELLER's sole risk and expense at the full invoice price plus transportation charges and expenses for unpacking, examining, repacking and reshipping; or (v) request that SELLER remove at its expense any Products that PURCHASER designates as non- conforming within thirty (30) business days from receipt of PURCHASER's notice of non-conformity and credit PURCHASER for full invoice price. If SELLER does not remove such non-conforming Products within thirty (30) business days, PURCHASER may dispose of such non-conforming Products at SELLER's expense and debit any outstanding obligation of PURCHASER to SELLER accordingly. Products supplied in excess of the exact quantity in the Order may, in addition to PURCHASER's other rights, be returned to SELLER at SELLER's expense and risk. In the event PURCHASER receives Products with defects or nonconformities that are not apparent on examination, PURCHASER reserves the right to require replacement, payment of damages, and any other remedy available in the Agreement. Nothing contained in the Agreement shall relieve in any way SELLER from the obligation of testing/inspection and quality control. SELLER shall not replace Products returned as defective unless so directed by PURCHASER in writing.

6. **Warranties.** SELLER warrants that the Products shall (i) be free and clear of all liens and encumbrances, good and merchantable title thereto being in SELLER; (ii) be free from any defects in design, material, or workmanship (latent or otherwise); (iii) conform to the requirements of the Agreement, including all specifications, drawings, data, and samples, (whether furnished by PURCHASER or SELLER) and any other representations made by SELLER; (iv) be fit for the use intended by PURCHASER; (v) comply and have been produced, processed, packaged, labeled, delivered, and sold in conformity with all applicable federal, state, and local laws, codes, rules, regulations, orders, and ordinances, (vi) be manufactured in accordance with current good manufacturing processes including without limitation ISO 13485, Canadian Medical Device Regulation SOR/98/282, European Medical Device Directive 93/42/EEC (each as applicable). These representations and warranties shall survive inspection, acceptance and subsequent use of resale or other disposition of the Products or services, as well as payment therefore by PURCHASER, and shall also run to, and be actionable by, PURCHASER's successors, assigns, customers and users of the Products or the PURCHASER's products that contain, incorporate or embody Products purchased under the Agreement without any further instrument of assignment. PURCHASER objects to any provision limiting its rights or remedies under applicable law. SELLER, ITS AFFILIATES, AND THE PRINCIPALS, AND AGENTS OF BOTH AGREE TO INDEMNIFY PURCHASER AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGE, EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES, SUSTAINED BY PURCHASER DIRECTLY, OR BY REASON OF A CLAIM AGAINST PURCHASER BY A THIRD PARTY, FOR FAILURE OF THE PRODUCTS AND/OR SERVICES TO CONFORM TO THE ABOVE WARRANTIES. THIS INDEMNITY IS IN ADDITION TO ANY OTHER REMEDIES AVAILABLE TO PURCHASER AT LAW OR IN EQUITY. THE WARRANTY PERIOD IS THE LONGEST OF (i) THREE YEARS FROM THE DATE PURCHASER ACCEPTS THE PRODUCTS, (ii) THE WARRANTY PERIOD COVERED BY APPLICABLE LAW, OR (iii) THE WARRANTY PERIOD OFFERED BY PURCHASER OR PURCHASER'S CUSTOMERS TO END-USERS OF THE PRODUCTS.

7. **Indemnification.**

(a) SELLER (as applicable, the "Indemnifying Party") shall defend, indemnify and hold harmless PURCHASER, its parent, subsidiaries, and affiliates, and their respective directors, officers, employees, and agents, and their successors, assigns, and customers (whether direct or indirect) of any of the foregoing, (each an "Indemnified Party" and collectively the "Indemnified Parties") against any and all liabilities, losses, damages, actions, and expenses (including reasonable attorneys' fees and other costs of defending any action or enforcing this indemnification obligation) that any of the Indemnified Parties may sustain or incur as a result of any and all claims, demands, suits, actions, fines, penalties, or charges of any nature whatsoever, including but not limited to, claims based on negligence, breach of warranty, personal injury or death, strict liability in tort, or under any other theory of law, as a result of (i) violation of any law, ordinance, rule, or regulation by SELLER or its officers, directors, shareholders, employees, agents, customers, representatives, successors, assigns, or invitees; (ii) death, personal injury, property damage, or any other injury, damage or claim arising out of the actions of SELLER or its employees, agents, representatives, customers, successors, assigns, or invitees in satisfying the Agreement; (iii) SELLER's breach or nonperformance of all or any portion of the Agreement; or (iv) any delay in delivery, defect or deficiency in the Products or by the negligence or fault of SELLER in performing its duties under the

Agreement. SELLER shall fully indemnify and hold harmless the Indemnified Parties as set forth above, whether any negligence or other fault of the Indemnified Parties contributed to, or is claimed or alleged to have contributed to, the claim, action, damage, loss, cost, liability, or expense. SELLER shall not enter into any settlement without PURCHASER's or, as applicable, another Indemnified Party's prior written consent. SELLER's obligation to indemnify PURCHASER shall survive the termination, cancellation, expiration, or completion of the Agreement.

(b) If an Indemnified Party becomes aware of any claim, event, or fact that may give rise to a claim by such party for indemnification under this Agreement, the Indemnified Party shall notify the Indemnifying Party. Indemnified Party's failure to provide a notice to Indemnifying Party under this Section 7 (b) does not relieve Indemnifying Party of any liability that it may have to Indemnified Party. The Indemnified Party shall give the Indemnifying Party control over the proceedings and reasonably cooperate in the investigation, settlement, and defense of such claims at the Indemnifying Party's expense; provided that the Indemnified Party may, at its own expense, participate in such defense. The Indemnifying Party shall not enter into a settlement of such claim that does not include a full release of the Indemnified Party, without the Indemnified Party's consent, nor shall the Indemnifying Party be permitted to admit fault or liability on behalf of the Indemnified Party. If the Indemnifying Party does not assume control over the defense of a claim as provided in this Section 7(b), the Indemnified Party may defend the claim in such manner as it may deem appropriate, at the cost and expense of the Indemnifying Party, plus an administrative fee of ten percent (10%) of the cost and expense of the proceedings to the Indemnified Party. Should PURCHASER have an obligation to indemnify SELLER under the Agreement, then SELLER shall promptly notify the PURCHASER of the claim, event, or fact giving rise to such a claim by SELLER for indemnification, and thereafter, PURCHASER shall have the exclusive control over the related proceedings, including the right to enter into settlement of any such proceedings, and SELLER shall reasonably cooperate in the investigation, settlement, and defense of such claims.

8. **Intellectual Property Infringement Indemnity**. Except as provided in subsection (b) below, SELLER warrants that the sale or use of Products furnished hereunder will not infringe or contribute to infringement of any patent, copyright, trademark, trade secret, or other proprietary right, or subject the Indemnified Parties to royalties in the United States or elsewhere. In addition:

(a) SELLER hereby agrees to defend, indemnify and hold harmless the Indemnified Parties against any and all claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses and liabilities whatsoever, including reasonable attorney's fees (including for enforcing this indemnification obligation), arising out of any actual or alleged direct or contributory infringement of or inducement to infringe, any United States or foreign patent, trademark, copyright or other intellectual or industrial property right or for the actual or alleged misuse or misappropriation of a trade secret by reason of the manufacture, use, sale, license, or import of the Products or services supplied by SELLER under the Agreement. The procedures set forth in Section 7(b) shall apply to SELLER's indemnification of the Indemnified Parties under this Section 8(a).

(b) The preceding subsection shall not apply if the infringement directly and solely results from a detailed design or specification supplied by PURCHASER to SELLER, if SELLER has not participated in or contributed to the development of such design or specification in any way.

9. **Confidentiality and Proprietary Rights**:

(a) SELLER shall consider all information furnished by PURCHASER to be confidential and shall not disclose any such information to any other person or make any use whatsoever of any designs, inventions, copyrighted material, drawings, data, patents, trade secrets or other information (collectively "Confidential Information") furnished to SELLER by PURCHASER hereunder, unless (i) SELLER obtains written permission in advance from PURCHASER to do so; (ii) such information is in possession of SELLER prior to disclosure by PURCHASER; provided such information was not otherwise disclosed in confidence or stated as confidential under any prior agreement or arrangement between SELLER and PURCHASER, or its parent, subsidiaries, affiliates, or predecessors-in-interest; (iii) such information is publicly disclosed by PURCHASER or otherwise a matter of public or general knowledge; (iv) such information is lawfully received by SELLER from a third party without restriction on disclosure or use; or (v) such information is required by law to be disclosed; provided, however, that such disclosure shall be strictly limited in scope to the specific information legal required and all remaining information shall be kept confidential and no disclosed. SELLER shall not advertise or publish the fact that PURCHASER has contracted to purchase Products or Services from SELLER, nor shall any information relating to any order be disclosed without PURCHASER's written permission. Notwithstanding the foregoing, the confidentiality

obligations contained herein shall remain in effect indefinitely with respect to any Confidential Information which constitutes a trade secret under applicable law. Upon PURCHASER's request, all such Confidential Information furnished to SELLER by or on behalf of PURCHASER shall be returned to PURCHASER (or otherwise destroyed to PURCHASER's satisfaction) together with all copies of such Confidential Information. Any and all materials, documents, drawings and other similar information created by SELLER pursuant to the provision of Products and services hereunder will be fully disclosed by SELLER to PURCHASER and will be deemed to be PURCHASER's sole and absolute property. The terms of this Section shall survive the termination, cancellation, expiration, or completion of the Order.

(b) No knowledge or information disclosed to PURCHASER by SELLER which in any way relates to the Products, shall, unless otherwise specifically agreed in writing by PURCHASER, be deemed to be confidential or proprietary information, and PURCHASER shall acquire all such knowledge and information free from any restrictions (subject to SELLER's patent rights), as part of the consideration for the Agreement.

(c) Any and all technical and other knowledge or information developed, obtained or learned by SELLER as a result of this PURCHASER/supplier relationship and all technical and other information furnished by PURCHASER or jointly developed by PURCHASER and SELLER shall be or remain PURCHASER's property and SELLER shall maintain in confidence and safeguard all Confidential Information. SELLER agrees to use any Confidential Information only for conducting business with PURCHASER in a manner contemplated by the Agreement.

(d) Without limiting any other remedy or right of PURCHASER, the parties agree that damages alone may not be adequate relief for PURCHASER of SELLER's violation of the this Section 9, and that therefore, PURCHASER shall be entitled to both preliminary and permanent injunctive relief for any violation of this Section.

10. **Work on PURCHASER's Premises**: If SELLER's performance of the Agreement involves or results in the presence of SELLER or its agents on PURCHASER's premises or on the premises of PURCHASER's customer(s), SELLER shall take all necessary precautions to assure that its work and other activities are carried out in a safe and proper manner and SELLER shall defend, hold harmless and indemnify PURCHASER against any and all liability arising out of such work and SELLER's presence on the premises. SELLER shall also maintain such public liability, property damage, and employer's liability and workers' compensation insurance as will protect PURCHASER from risk and from any claims under any applicable workers' compensation acts. SELLER shall sign PURCHASER's standard independent contractor agreement if requested by PURCHASER, before performing any work on the PURCHASER's premises. Any and all information or materials (whether they relate to manufacturing, marketing, products, or anything else) to which SELLER or its agents are exposed while on PURCHASER's premises shall be considered Confidential Information.

11. **Insurance.** SELLER shall maintain insurance coverage in amounts not less than the following: (i) Workers' Compensation - statutory limits for the state or states in which the Agreement is to be performed or evidence of authority and financial ability to self-insure; (ii) Employer's Liability - $1,000,000; (iii) Commercial General Liability covering bodily injury and property damage with minimum limits of $1,000,000 each occurrence and $2,000,000 general aggregate, including Premises Liability, Products/Completed Operations, and Contractual Liability coverage for the Indemnity provided under this Contract. Products/Completed Operations Liability requirements may be satisfied with a separate policy (iv) and Commercial Automobile Liability covering owned, hired and non-owned vehicles with limits of at least $1,000,000 combined single limit (bodily injury and property damage); (VI) Umbrella/Excess Liability coverage with minimum limits of at least $10,000,000 each occurrence and $10,000,000 general aggregate, sitting excess of the general liability, commercial auto liability and employer's liability programs. Total limits required may be satisfied with combination of primary and excess coverage. At PURCHASER's request, SELLER shall furnish to PURCHASER certificates of insurance setting forth the amounts of coverage, policy number(s), and date(s) of expiration for insurance maintained by SELLER and listing PURCHASER and any affiliated party designated by PURCHASER as an additional insured, if requested by PURCHASER or if required by a Supply Agreement. Such certificates will provide that PURCHASER shall receive thirty (30) days' prior written notification from the insurer of any termination or reduction in the amount or scope of coverage. SELLER's purchase of appropriate insurance coverage or the furnishing of certificates of insurance shall not release SELLER of its obligations or liabilities under the Agreement.

12. **Payments, Terms, Prices, Security Interest.** Unless otherwise specified on the face of the Order or in a Supply Agreement, payments shall

be due net sixty (60) days from the date all Products and/or services are received by PURCHASER. SELLER agrees that PURCHASER may, at any time, without prior notice to SELLER, set off the amount of any liability due to SELLER in connection with the Agreement against any liability of SELLER due to PURCHASER or any parent, subsidiary, or affiliate of PURCHASER. PURCHASER shall not be billed at prices higher than those stated in the Agreement, and no additional charges of any kind shall be imposed, unless authorized by a Change Order. SELLER represents that the prices charged for the Products and services under the Agreement are the lowest prices charged by SELLER to purchasers of a class similar to PURCHASER under conditions similar to those specified in the Order and that these prices comply with applicable laws in effect at time of quotation, execution of the Agreement, and delivery. In addition to any other right or remedy, if SELLER's lowest price representation is determined to have been violated, PURCHASER shall be entitled to, at PURCHASER's option, payment in the amount of the difference between the purchase price as stated in the Order and the lowest price offered by SELLER or a credit against any future order. If PURCHASER makes any payment before PURCHASER's receipt of the Products or services ordered hereunder, SELLER hereby grants PURCHASER a security interest in such Products (including raw materials and work-in-process to become part of such Products), and all proceeds of any of them to secure performance of SELLER's obligations hereunder. SELLER agrees to execute and deliver such financing statements as PURCHASER may reasonably consider necessary or appropriate to perfect its security interest. If SELLER fails to execute and deliver such financing statements to PURCHASER within five (5) days of PURCHASER's request, SELLER hereby irrevocably grants to PURCHASER a power of attorney appointing any employee of PURCHASER designated by PURCHASER as SELLER's attorney-in-fact, with full power to sign SELLER's name to such financing statement. All acts of such attorney are ratified and approved by SELLER. A copy of this document may be filed as a financing statement in all states where permitted.

13. **Taxes.** PURCHASER shall not be liable for any federal, state, or local taxes, excisions, duties, customs, tariffs, or assessments in connection with the sale, purchase, manufacture or production, transportation, importation, use, or possession of the Products (or any material or supply therein) ordered hereunder, except those expressly set forth in the Agreement, if any. All such taxes, if any, shall be stated separately in the Order. If not separately stated on the Order, SELLER shall be responsible for all such taxes, duties, customs or assessments.

14. **Non-Assignability.** SELLER shall not assign or subcontract the work to be done hereunder without the prior written consent of PURCHASER, which may be withheld by PURCHASER for any reason, but this provision shall not restrict SELLER in the procurement of component parts or materials. PURCHASER reserves the right to assign or transfer the Order at its sole discretion and without notice to SELLER.

15. **Termination.**

(a) PURCHASER reserves the right to terminate any Order placed with SELLER, or any portion or quantity of an Order, without cause and for its sole convenience. In the event of such termination, SELLER shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease such work. SELLER shall not be paid for (i) any work done or any material or parts ordered by SELLER or its suppliers or subcontractors after PURCHASER's delivery of the notice of termination or, if ordered prior to delivery of such notice, which could have been canceled with reasonably prompt action by PURCHASER, (ii) any costs incurred by SELLER's suppliers or subcontractors after delivery of notice of termination, (iii) any supplies, parts, or materials that (x) were purchased and stockpiled by SELLER in anticipation of future orders by PURCHASER without PURCHASER's specific agreement to such practice and (y) which if not stockpiled, would not have been purchased, at the time notice of termination was delivered, by a reasonable seller in the ordinary course of business to fulfill the terms of the Order, or (iii) any supplies, parts or materials that are subject to return by and refund to SELLER. PURCHASER's liability for cancellation of any Order under this paragraph shall be limited solely to SELLER's out-of-pocket cost for work and materials applicable solely to the Order that have already been expended when notice of cancellation is received by SELLER, reduced by the fair market resale value of such work-in-process.

(b) If SELLER is in violation of any of the terms of the Agreement, SELLER shall be considered to be in material default. Acts constituting SELLER's material default shall include (without limitation) (i) late deliveries of the Products, (ii) deliveries of defective Products or Products which do not conform to the Agreement, (iii) failure to maintain the required insurance policies or deliver evidence of such insurance when required or as requested by PURCHASER,(iv) any dissemination or misuse of PURCHASER's Confidential Information or proprietary intellectual property in violation of this Agreement, (v) the failure to

provide PURCHASER, upon request, of reasonable assurances of future performance, or (vi) SELLER shall cease to exist as an entity, become insolvent, execute an assignment for the benefit of its creditors, or become the subject of bankruptcy, receivership, or insolvency proceedings. If SELLER is in default, PURCHASER may, at its option, and in addition to any other right or remedy of PURCHASER under this Agreement or provided under applicable law or in equity, and upon notice to SELLER, (i) immediately terminate any Order under the Agreement or (ii) suspend acceptance of deliveries during the period of time SELLER remains in default. If PURCHASER terminates this an Order for SELLER's default, PURCHASER shall have no liability of any kind to SELLER, including but not limited to any materials, parts, works-in-progress, or undelivered Products, whether conforming or not, except only for payment for conforming shipments of Products previously accepted by PURCHASER without protest, less any damages suffered by reason of SELLER's default. In the event of termination for SELLER's default, SELLER shall be, without limitation, liable to PURCHASER for any and all direct and indirect damages, including delay damages, sustained by reason of the default giving rise to the termination and SELLER shall also be liable to PURCHASER for any excess cost or expense that PURCHASER incurs in obtaining the balance of the undelivered Products ordered under this Agreement.

16. **Disclosures; Special Warnings and Instructions.** If requested by PURCHASER, SELLER shall promptly furnish to PURCHASER in such form and detail as PURCHASER may direct: (i) a list of all materials and compounds in the Products purchased hereunder and their sources; (ii) the amount of one or more materials or compounds; and (iii) information concerning any changes in or additions to such materials or compounds. Prior to and with the shipment of Products purchased hereunder, SELLER agrees to furnish to PURCHASER sufficient warning and notice in writing, including appropriate labels on Products, containers, and packaging, of any hazardous material that is a material, compound, or a part of any of the Products, together with such special handling instructions as may be prudent or is otherwise required by law to advise carriers, PURCHASER, and their respective employees of how to exercise that measure of care and precaution that will best prevent bodily injury or property damage in the handling, transportation, processing, use, or disposal of the Products, containers, and packaging shipped to PURCHASER.

17. **PURCHASER's Property, Tools, Design Work, Drawings, Specifications and Technical Information.** Unless otherwise stated on the face of the Order, PURCHASER shall have no obligation to furnish or pay for any design work, drawings, tools, or other equipment required for PURCHASER's performance of the Order, and by accepting the Agreement, SELLER represents that it is sufficiently mobilized, has the necessary manufacturing capacity, has the requisite equipment and tools, and has all drawings, designs, and specification necessary to fully supply the Products in the time stated in the Order. Notwithstanding the foregoing, PURCHASER may, at its option, purchase any such items especially required by SELLER for the timely fulfillment of the Order at the current value thereof on SELLER's books for income tax purposes, and any item so purchased shall be deemed to be furnished to PURCHASER hereunder. Any design, drawing, specification, photograph, tool, or other equipment, material, part, or any engineering and manufacturing information heretofore or hereafter furnished to SELLER by PURCHASER under this Section, whether or not separately itemized hereon, shall (i) be and remain PURCHASER's property, (ii) be conspicuously identified as such in SELLER's records and by physical marking thereon, (iii) be promptly delivered to PURCHASER upon request, (iv) be treated as Confidential Information, (v) not be used in processing or manufacturing Products for anyone other than PURCHASER, (vi) be adequately maintained and repaired by SELLER at SELLER's expense (unless otherwise directed by PURCHASER), and (vii) while in the possession of SELLER shall be adequately insured at SELLER's expense for the benefit of PURCHASER against loss or damage by fire or other hazard. No change shall be made in any design, drawing, specification, tool, or other equipment furnished by PURCHASER under this Section without PURCHASER's express written consent. Any information that SELLER may disclose to PURCHASER with respect to the design, manufacturing, sale, or use of the items covered by the Agreement shall be deemed to have been disclosed as part of the consideration for the Order, and SELLER shall not assert any claim (other than a claim for patent infringement) against PURCHASER by reason of PURCHASER's use thereof.

18. **Force Majeure.** Neither party shall be liable to the other party for any damage as a result of any delay in delivery or failure to accept delivery due to any act of God, unforeseeable embargo or other governmental orders, acts, or laws first occurring or enacted after the date of the Order, fire, accident, strike, labor slowdown, or other industrial disturbance, war, riot, or without limiting the foregoing, any other delays beyond such party's control and not reasonably foreseeable ("Force Majeure Event"). In the event of such delay, the date of delivery shall be extended for a period equal to the time lost because of the delay. The invoking party shall give

notice within seven (7) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The invoking party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The invoking party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. If the invoking party's failure or delay remains uncured for a period of thirty (30) days following written notice given by it under this Section the other may thereafter terminate the Order upon seven (7) days' written notice

19. **Remedies Cumulative, Waiver.** The rights and remedies of PURCHASER set forth herein shall be in addition to any rights or remedies that PURCHASER may otherwise have. No waiver of a breach of any provision of this contract shall constitute a waiver of any other breach, or of such provisions.

20. **Compliance with Laws, Regulations and Statutes; Code of Conduct; Ethics**.

a) SELLER, and any Products supplied by SELLER, will comply with all laws, regulations and statues in the jurisdiction in which the Agreement applies including with all applicable laws, rules, regulations, orders, conventions, ordinances and standards, that relate to (i) the manufacture, labeling, transport, import, export, licensing, approval or certification of the Products, and (ii) environmental matters, hazardous materials, hiring, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health or safety and motor vehicle safety. SELLER shall obtain all applicable permits and licenses required in connection with performing its obligations hereunder. All materials used by SELLER in the Products or in their manufacture will satisfy current governmental and safety constraints on restricted, toxic and hazardous materials as well as environmental, electrical and electromagnetic considerations that apply to the country of manufacture, sale or destination.

b) Compliance with Laws. SELLER covenants that it meets or exceeds the International Labor Organization minimum age standards or applicable national law, whichever is higher, and does not used forced labor. SELLER further agrees to comply with PURCHASER'S Supplier Code of Conduct (as it may be amended), that is made publicly accessible on its website or any other location as designated by PURCHASER from time to time, and with all applicable local and national laws and regulations, including but not limited to the following: (1) SELLER shall not act in any manner or take any action that will render PURCHASER liable for any violation of any applicable anti-bribery legislation (including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010), which prohibits the offering, giving or promising to offer or give, or receiving directly or indirectly, money or anything of value to any third party to assist SELLER or PURCHASER in retaining or obtaining business, selling Products or performing Services under this Order. (2) if applicable, PURCHASER and SELLER shall abide by the requirements of 41 CFR §60-1.4(a), 60-300.5(a), and 60-741(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. If applicable, PURCHASER and SELLER shall abide by the requirements of 29 CFR Part 471, Appendix A to Subpart A. SELLER may not assign to perform any Services any person who cannot establish eligibility for employment according to the verification requirements of the Immigration Reform and Control Act of 1986, as applicable, or whom Seller suspects may not be authorized to work in the United States. (3) All Products and Services are manufactured and provided in compliance with all applicable labor standards and human rights laws, including the Fair Labor Standards Act (for Products made in the US) the California Transparency in Supply Chain Act, and provisions of the Dodd-Frank Act (conflict minerals rules). Without limiting the generality of the foregoing, SELLER certifies that materials incorporated into the Products comply with laws regarding slavery and human trafficking of the country(ies) in which they are doing business. (4) the Products do not contain any substances regulated under the Toxic Substances Control Act or as a substance of very high concern (SVHC) in Annex XIV of the EU Registration, Evaluation, Authorization of Chemicals (REACH) directive, unless explicit notification is provided to PURCHASER in advance. SELLER will provide PURCHASER the latest safety data sheets (SDS) for any chemical substances. (5) The Products are consistent with, and can be used in compliance with, the Occupational Safety and Health Act (OSHA). Services to be performed on PURCHASER's premises will be consistent with OSHA provisions and in compliance with PURCHASER's environmental, health and safety rules, which will be communicated to SELLER in writing. (6) The Products are not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act. (7) All Products are produced and

delivered in accordance with the Lacey Act, if applicable, and laws protecting the environment.

c) Ethics. SELLER acknowledges that it has reviewed its supply chain security procedures and certifies that in the countries in which SELLER is doing business SELLER does and shall (a) comply with laws prohibiting slavery and human trafficking, and (b) not use labor from persons of less than minimum working age. SELLER acknowledges that it and its personnel and its affiliates' personnel and those of its subcontractors and suppliers have a responsibility to bring any concerns related to these policies to PURCHASER.

d) U.S. Federal Government Contract Requirements. If PURCHASER notifies SELLER that any Products will be used in performing work under a prime or higher tier- subcontract by the U.S. Government, SELLER shall comply with the following provisions of the Federal Acquisition Regulation (FAR), 48 CFR Part 52: (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) if the subcontract exceeds $5,000,000 and has a performance period of more than 120 days; (ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) if the subcontract is funded under the Recovery Act; (iii) 52.219-8, Utilization of Small Business Concerns (Jan 2013) if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $550,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities; (iv) 52.222-26, Equal Opportunity (Mar 2007); (v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2010); (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010); (vii)52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause (viii) 52.222-50, Combating Trafficking in Persons (Feb 2009); and (ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) if flow down is required in accordance with paragraph (d) of FAR clause 52.247- 64. As used in the referenced FAR clauses "Contract" means the Agreement; "Contracting Officer" means the U.S. Government Contracting Officer; "Contractor" and "Offeror" means SELLER; "Prime Contract" means prime contract between PURCHASER and the Federal government; and "Subcontract" means any contract placed by SELLER or lower-tier subcontracts under the Agreement. SELLER further agrees to supply information requested by PURCHASER for compliance with Subcontracting Reporting Representations of FAR 52.204-10, and product country of origin requirements, including but not limited to: the American Recovery and Reinvestment Act (Public Law 111-5, Sec. 1605, 123 Stat. 115, 303 (Feb. 17, 2009) ("ARRA"); the Buy American Act 13-21.601.EXT-CORP-US (41 USC 10a-10d); Trade Agreements identified at 48 CFR 25.400; and "Buy America" requirements of 49 U SC 5323j and 49 CFR Part 661. 16.3 NDAA Compliance (Applicable to Projects in which US Federal Funding or Contract is Involved). By furnishing Products and performing under the Agreement, Supplier represents and warrants that all such Products (1) are fully compliant with all applicable laws governing such Products in the countries in which they are used and exported to, including, but not limited to: (i) the US John S. McCain National Defense Authorization Act for Fiscal Year 2019 effective August 13, 2018 (NDAA), and specifically, Section 889 of the NDAA. A copy of the NDAA is available at: https://www.congress.gov/bill/115th-congress/house-bill/5515/text; and (2) use NDAA-compliant chipsets and do not employ any SoC (System on Chip), or other components capable of processing software, from the banned Chinese companies.

e) SELLER shall comply with all laws concerning improper or illegal payments and gifts or gratuities and agrees not to pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person for the purpose of illegally or improperly inducing a decision or obtaining or retaining business in connection with the Agreement, including, but not limited to the Foreign Corrupt Practices Act of 1977, as amended, 15 U.S.C. §§ 78dd-1, et seq.

f) SELLER represents, warrants, certifies and covenants that it has established an effective program to ensure that the activities of its sub-tier suppliers regarding the Products sold or otherwise transferred to PURCHASER hereunder will be in compliance with this Section.

g) If PURCHASER determines that any of SELLER's representations, warranties, certifications or covenants contained in the Agreement is incomplete or untrue, PURCHASER shall have the right to immediately require SELLER to bring its performance and the Products into conformity with its representations, warranties, certifications and covenants or, at PURCHASER's sole option, to terminate the Agreement without further compensation to SELLER and without waiving any claim against SELLER. In addition, SELLER shall compensate PURCHASER for any damages suffered by PURCHASER as a result of any untrue or incomplete representation, warranty, certification

or covenant of SELLER, or breach thereof hereunder by SELLER, and SELLER shall defend, indemnify, release and hold harmless PURCHASER, its directors, officers, employees, agents, representatives, successors and assigns, whether acting in the course of their employment or otherwise, against any and all suits, actions or proceedings, at law or in equity, and from any and all claims, demands, losses, judgments, damages, costs, expenses, or liabilities resulting from or in any way connected with SELLER's breach of any of the representations, warranties, certifications or covenants contained in the Agreement. SELLER agrees to include this clause in any subcontracts, supplier or materials contracts issued hereunder, in an manner that is fully assignable and actionable by PURCHASER. The provisions of this Section shall survive any termination or expiration of the Agreement.

h) SELLER represents that the price it is charging is not in excess of the ceiling prices, if any, established by any government agency. If SELLER is notified that the services or Products covered by the Agreement are ordered by PURCHASER under a United States government contract, SELLER agrees that federal statutes and regulations applicable to PURCHASER as a government contractor are accepted and binding on SELLER insofar as required by statute, regulation or the provisions of the government contract.

21. **Governing Law and Dispute Resolution.**

(a) If both parties are US entities, exclusive jurisdiction and venue for any action, suit, or proceeding concerning the Agreement or other documents related thereto shall be governed, enforced, and construed in accordance with the internal laws of the State of Wisconsin, without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Wisconsin. Any legal suit, action, or proceeding arising out of or relating to the Agreement, or the documents related thereto shall be instituted in the United States District Court for the Eastern District of Wisconsin, Milwaukee Division, or the courts of the State of Wisconsin serving the Outagamie County. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Each party waives its rights to a jury trial of any claim or cause of action based upon or arising out of the Agreement.

(b) If neither party is a Chinese entity and SELLER is not a U.S. entity, then any controversy or claim arising out of or relating to the Agreement including, but not limited to, its breach, existence, validity, legality, enforceability, interpretation, performance, nullity, termination or expiration, (a "**Controversy**") will be settled by binding arbitration; and notwithstanding its place of execution or performance, the Agreement will be governed by, and construed under and in accordance with, the Laws of the State of Delaware, USA, irrespective of any laws regarding choice or conflict of laws that direct the application of the laws of another jurisdiction. The place of arbitration will be Chicago, Illinois or New York, New York, under the Rules of Arbitration of the International Chamber of Commerce ("ICC"). Unless the parties agree to a single arbitrator, the arbitration will be heard and determined by three arbitrators, who will be appointed pursuant to the ICC Rules. The arbitration proceedings will be conducted in the English language. The award will be rendered in writing with the reasons detailed. The award may be in the nature of money damages, injunctive relief, or specific performance as decided by the arbitrator. Either party may initiate arbitration by notifying the other in writing. The arbitrator's ruling and award from such arbitration is final; the parties' consent to judgment upon the award; and the award may be entered in any court of competent jurisdiction.

(c) If either party is a Chinese entity, the laws of China govern the Agreement, irrespective of any laws regarding choice or conflict of laws that direct the application of the laws of another jurisdiction. The Controversy will be submitted to the China International Economic and Trade Arbitration Commission in Shanghai ("**CIETAC**") for final resolution by arbitration in accordance with the rules and procedures of CIETAC. The CIETAC tribunal will consist of three (3) arbitrators. The parties will at all times comply with, and observe all requirements and rulings of, CIETAC made in relation to any Controversy submitted to CIETAC for resolution. Submission of evidentiary documents may be in copies without the need of notarization or apostille unless specifically ordered by the CIETAC tribunal. Any interim decisions or orders by the CIETAC tribunal will be binding, and sanctions may be given on failures of any party in implementing such interim decision or order. Any award or determination by the CIETAC tribunal is final and binding on both parties.

The arbitration proceedings will be conducted in the English language.

(d) The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement or the documents related thereto.

(e) It is the express intention of the parties that that present Agreement and all its related documents be drafted in English. PURCHASER and SELLER

agree that in the event of any inconsistency or contradiction between the English version and any translation of these Terms and/or any relevant Order, the English version will always prevail, and SELLER shall have no right to invoke any claim or defense due to reliance on any version of this Agreement that is not the English version or due to any variance from the English version. SELLER understands and fully accepts all documents referenced in these Terms, notwithstanding that some of them may only be available in English.

22. **Limitation of Liability**. EXCEPT AS OTHERWISE REQUIRED FOR FULL INDEMNITY BY SELLER FOR THIRD PARTY CLAIMS OR AS OTHERWISE STATED IN THIS AGREEMENT AS BEING APPLICABLE TO SELLER,NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY, UNDER ANY CIRCUMSTANCES, FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LABOR COSTS OR LOST PROFITS) OR FOR ANY GENERAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES OF ANY KIND OR NATURE WHATSOEVER ARISING HEREUNDER OR UNDER ANY OTHER AGREEMENT OR AGREEMENT BETWEEN SELLER AND PURCHASER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE ANY TERMINATION, EXPIRATION, CANCELLATION, OR COMPLETION OF THE AGREEMENT OR THE SUPPLY AGREEMENT, HOWEVER ARISING. PURCHASER SHALL NOT SUFFER ANY LIABILITY WHATSOEVER TO SELLER FOR PURCHASER'S FAILURE TO PERFORM ITS OBLIGATIONS HEREUNDER WHERE SUCH FAILURE IS DIRECTLY OR INDIRECTLY CAUSED BY OR CONTRIBUTED TO ANY EVENTS OR OCCURRENCES CONSTITUTING FORCE MAJEURE, AS SET FORTH HEREIN. SELLER SHALL BE RESPONSIBLE FOR, DEFEND, INDEMNIFY, RELEASE, AND HOLD PURCHASER HARMLESS FROM ANY AND ALL CLAMS AND DAMAGES ALLEGED AGAINST PURCHASER BY ANY THIRD PARTY ARISING OUT OF ANY OF SELLER'S OBLIGATIONS CONTAINED HEREIN.

23. **Interpretation.** The Agreement shall not be construed against one party or the other based on which party drafted any portion or thereof.

24. **Electronic Transactions**. The parties intend that the Agreement can be electronically submitted and accepted, that the email addresses provided on the first page of the Agreement can be used to provide any required notice or communications under the Agreement, and that the electronic transactions provisions in Wis. Stat. Chapter 137 apply to the Agreement.

25. **Complete Agreement**: Except for any corresponding supply agreement between PURCHASER and SELLER that by its terms expressly governs the purchase and supply relationship between PURCHASER and SELLER with respect to the Products (a "Supply Agreement"), the Agreement is the full and final agreement of the parties and no written or oral communication between the parties before the execution of the Agreement will modify or amend the agreement. The Agreement may be modified only by a written document signed by both parties. In the event of a conflict between the Supply Agreement and the Agreement, the Supply Agreement shall control. Unless expressly stated elsewhere in this Agreement or in a Supply Agreement, this Agreement does not grant to SELLER any right, interest, or expectation that SELLER is or will be the exclusive supplier of the Products or any other goods for PURCHASER or any other party. SELLER specifically acknowledges that it is not relying on any right to exclusive production or supply or any expected minimum purchase or future purchase obligation in accepting or performing under this Agreement, regardless of any course of dealing or statements whether verbal or in writing

26. **Export Rules**. SELLER shall comply with all U.S. laws and regulations governing imports and exports.

27. **Independent Contractor**. Each of the parties to the Agreement is an independent contractor. Each party to the Agreement assumes full responsibility for the payment of all compensation, taxes, and charges for all persons engaged by it in the performance of work hereunder. The parties do not intend to create any agency, partnership, joint venture, or like relationship through the Agreement.

28. **Notification of any Change to Materials/ Processes/Services**. SELLER shall provide one hundred eighty (180) days advance written notice to PURCHASER if SELLER desires to modify or alter any materials, processes, or services purchased by PURCHASER governed by the Agreement or any master supply agreement (if any) signed by the parties and expressly applicable to this Agreement. If requested by PURCHASER, SELLER shall provide trial materials for evaluation by PURCHASER at no cost to PURCHASER. Before implementation of any modifications or alterations by SELLER, PURCHASER shall approve the specific modifications or alterations proposed by SELLER in its sole and absolute discretion, in writing.