

Camcraft Purchasing – Terms and Conditions – Rev A 6/24/2019

TERMS & CONDITIONS

Acceptance. This purchase order ("Order") is an offer by Camcraft, Inc. ("Buyer") to purchase the goods and/or services ("Items") identified by Buyer, pursuant to these terms and conditions and any other provisions specifically incorporated by reference by Buyer on the face hereof. Acceptance of this Order is limited to these terms and conditions and such referenced provisions, and Buyer hereby rejects any other terms, conditions and provisions. Acceptance of this Order by Seller may be made by signing and returning the attached acknowledgment copy of this Order, by other express acceptance, or by attempted or actual part or full performance. If Seller uses its own forms to accept this Order, it is understood that such use is for Seller's convenience only and that Buyer hereby refuses to assent to any terms or conditions contained therein, whether such terms and conditions conflict with or are in addition to those contained herein, and such conflicting and/or additional terms and conditions shall be of no force or effect.

Prices and Payment Terms. Except as otherwise provided on the face hereof, the prices identified herein include all fees, costs and charges to be paid for the items by Buyer hereunder, including without limitation, all state and/or federal sales and use taxes, duties and charges for packing, storing, loading, insurance and transportation. Such fees, costs and charges, when applicable, and when agreed on the face hereof to be borne by Buyer, shall be itemized as separate items on Seller's invoices. Except as may be set forth on the face hereof, payment is due on the later of sixty (60) days from, and any payment period or discount related thereto shall begin upon, the later of Buyer's receipt of the invoice of the items.

Performance and Warranty. (a) The performance dates indicated on the Order shall be deemed to be of the essence of this contract, and failure to strictly adhere to such dates shall be a breach hereof. (b) Seller warrants that the items covered by this Agreement shall be new and unused, free and clear of any adverse claim or encumbrance affecting title, including without limitation any infringement of the intellectual or other property rights of a third party, and shall conform to the specifications, drawings, samples and descriptions attached hereto or referred to on the face hereof, if any, or otherwise furnished by Buyer to Seller, and that all services to be performed hereunder shall be performed in a prompt and professional manner. Seller warrants that for one (1) year from the date of Buyer's acceptance of the items hereunder, the items shall be free from defects (including without limitation, latent defects) in workmanship and materials, and, to the extent not manufactured to detailed designs furnished by Buyer, shall be free from defects in design. Seller further warrants that during such warranty period the items covered by this Agreement shall be merchantable and fit for such particular purposes and uses, if any, as specified by Buyer or otherwise known to Seller. All warranties contained herein shall survive inspection, acceptance, payment, use and/or resale by Buyer. This warranty shall run to Buyer, its successors, assigns, customers and the users of its products and shall not be deemed to be exclusive. Seller shall document and maintain a quality control, inspection and test program that is reasonably acceptable to Buyer and suitable for ensuring conformance with the specifications hereunder, and shall, upon Buyer's request, furnish to Buyer records evidencing compliance with such program.

Packing, Transportation and Risk of Loss. Seller shall mark, package, ship and store all items to ensure (i) delivery of the goods to their ultimate destination in safe condition, (ii) compliance with all requirements of the carrier and destination authorities, (iii)

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compliance with any special instructions of Buyer, and (iv) the lowest transportation costs consistent with the above. All invoices, shipping documents, exterior packaging and correspondence related thereto shall indicate the applicable Order number and include suitable markings and information to reference the covered items. All shipments shall be accompanied by the appropriate shipping documents, including without limitation, applicable customs and export documentation and a packing list indicating the Order number, description of the goods, model numbers and total quantity by "lot" for such goods. Buyer's count and/or weights shall be conclusive on shipments not accompanied by a conforming packing list. Seller shall bear all excess transportation and other charges and costs resulting from any failure to follow Buyer's instructions hereunder. Unless otherwise set forth on the face hereof, title and risk of loss with respect to the goods hereunder shall pass to Buyer upon Buyer's receipt of the conforming goods. Prior to passage of title to Buyer, the goods shall be held by or on Seller's behalf without risk or expense to Buyer, and any payments received by Seller for the purchase of such goods shall be held in trust by Seller pending such title transfer.

Inspection - Nonconformity. Buyer may inspect the items upon receipt and/or at any time prior thereto. Buyer shall, however, be under no duty to inspect items prior to Buyer's use or resale, and neither receipt, retention, use, resale nor payment of or for the same shall be construed to constitute an acceptance of any items not in compliance with the requirements of this Order, including, without limitation, Seller's warranty herein and/or Buyer's schedule or shipping instructions hereunder. Buyer reserves the right to refuse to accept items which do not conform with such requirements. Buyer may at any time and from time to time, revoke acceptance and/or return to Seller for repair, replacement or refund, nonconforming items, including items becoming nonconforming due to latent defects not discovered during any inspection or acceptance. Seller agrees to promptly and without expense to Buyer, replace or correct defects in any nonconforming items, or, at Buyer's request, make a full refund to Buyer for such non-conforming items. When necessary, buyer may, without obligation and after notice to Seller, make such corrections and replacements and charge Seller for the costs incurred by Buyer in so doing. Seller shall also bear the risk of all associated costs and expenses of the nonconformance, including without limitation, charges for transportation, shipping, expediting costs, sorting, scrap, and the like.

Changes. Buyer shall have the right at any time and from time to time, to make changes of any kind or nature with respect to the Order, including, without limitation, changes to (i) drawings, designs or specifications; (ii) method of shipping or packing, (iii) place of inspection, acceptance, or point of delivery; or (iv) delivery schedule. Seller shall comply with such changes while continuing to perform diligently under the Order as so changed. If any such change causes an increase or decrease in the cost, or the time required for the performance as set forth herein, an equitable adjustment shall be made and this Order shall be modified in writing accordingly. No claim by Seller for such adjustment will be valid unless submitted in writing to Buyer within thirty (30) days from date of request for such change. The claim should be accompanied by an estimate of charges for redundant material, work in process, or both. Seller agrees to accept any such changes subject to this paragraph. Buyer also reserves the right to terminate this Order or any part hereof for its sole convenience. In the event of such termination, Seller shall immediately stop all work hereunder, and shall immediately cause its suppliers and subcontractors hereunder to also cease such work. Seller shall be paid a termination charge consisting of that percentage of the Order price equal to the percentage of the work reasonably performed prior to the notice of termination. Such charge shall be Seller's only remedy for such termination. Seller shall not be paid for any work done after

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receipt of the notice of termination nor for any costs or expenses which Seller could reasonably have avoided. This right to an adjustment or termination charge shall be deemed waived by Seller unless Seller has, within fifteen (15) days after the request for such change or early termination, asserted a claim for the same and advised Buyer of the details of and otherwise substantiated such adjustment and charge. No changes shall be made in the form, fit, function, design or appearance of the items without buyer's prior written approval.

Default. Buyer may, by prior written notice to Seller, terminate this Order, or any part hereof, for cause, in the event of any default by the Seller hereunder, which default, if curable, remains uncured for a period of fifteen (15) or more days after any notice thereof (or such shorter period as is reasonable). By way of example and not limitation, Seller's inability to pay its debts when due, Seller's filing of any bankruptcy or comparable proceedings, or the appointment of any custodian for its assets, deliveries of items which are defective or which do not otherwise conform to this Order, and failure to provide Buyer, upon request, reasonable assurance of future performance, shall all be causes allowing Buyer to terminate this Order for cause. At Buyer's option any late deliveries hereunder may be deemed to be not curable. In the event of any termination for cause, Seller shall be paid no termination charge, but Buyer shall remain liable to pay Seller for those items actually received and accepted by Buyer prior to notice of notice of termination for cause. Such amounts shall be Seller's only remedy for such termination.

Indemnity. Seller will, at its own cost and expense, defend (using counsel acceptable to Buyer), indemnify and hold buyer (its directors, officers, employees and customers) harmless, from and against all claims, actions, liability, damage (actual, incidental or consequential), loss and expense (including investigative expense and attorneys' fees incurred in litigation or because of threatened litigation) arising out of Buyer's purchase, distribution and/or use of the items, or arising or alleged to arise from (i) patent (except to the extent arising solely from the use of Buyer's design), trademark or copyright infringement; unfair competition, or (ii) the failure of the items to comply with any warranties of Seller, or (iii) any other reaction or omission of Seller or Seller's default hereunder. In the event that either the sale or use of items is enjoined as a result of a claim that the sale or uses infringes the intellectual property rights of any third party, Seller shall, at its own expense, either procure for Buyer the right to continue using such items; or replace the same with equivalent non-infringing items; or modify such items so they become non-infringing; or remove the same and refund the purchase price, including transportation, installation, removal, and other charges incidental thereto.

Information. Seller shall not disclose to any other person, or use for its own benefit, any information to which Seller gains access concerning Buyer or Buyer's business. This requirement shall apply, without limitation, to drawings, specifications, and other documents prepared by Seller for Buyer in connection with this Order. Seller shall provide such information only to those of its employees who have a need for such information to accomplish Seller's performance hereunder, and who have been informed of the requirements of this paragraph and have agreed to be bound by them. Upon completion or termination of this Order, Seller shall make such disposition of all such information as may be directed by Buyer. Seller shall not disclose the fact that Buyer has ordered items from Seller nor shall any information relating to this Order be disclosed without Buyer's written permission.

Tools, Dies, Etc. Seller agrees that the tools, dies, drawings, designs, specifications, materials, components, etc., supplied or paid for by Buyer shall be and remain Buyer's property, shall be used only on Buyer's orders, and shall be held by Seller for Buyer or promptly returned to Buyer, as Buyer directs. Seller will account for and keep the same in

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good working condition and fully covered by insurance at all times without expense to Buyer. Items ordered hereunder to be made with or through the use of Buyer's confidential information, designs, trademarks or trade names shall be furnished by Seller exclusively to Buyer. In the event Seller devises and incorporates any new features or designs into any items made hereunder pursuant to Buyer's drawings and/or specifications, Seller grants to Buyer the right of reproduction of such items, together with a worldwide, royalty-free, nonexclusive, irrevocable license to use such new features and designs therein.

Compliance with Laws and Regulations. Seller represents that the items have been manufactured in accordance with all applicable federal, state and local laws and regulations. All goods, wrappers, and containers shall bear markings and labels required by applicable federal, state and local laws, and regulations. Supplier agrees to defend, indemnify and hold harmless Buyer for any loss, damage, penalty, fine or liability sustained because of its noncompliance with this section. Seller shall comply with all laws, regulations, executive orders and policies applicable to it by any jurisdiction, including, without limitation, those related to pricing, work place conditions and environmental regulation, and shall obtain all permits needed fulfill its obligations under this Order, including those under the laws of the country from which the shipment is made, including, among other things, any required export permits.

General Provisions. 1) Seller and Buyer are independent contractors. This transaction does not create an agency or partnership relationship, and neither one may legally commit the other in any matter. 2) This Order, and any of Seller's duties or rights arising therefrom, is non-assignable and non-delegable by Seller. Any attempt to subcontract or assign this Order without Buyer's written consent is void. 3) Seller shall, at Seller's expense (i) promptly furnish to Buyer such assurances, product markings, certifications and information as Buyer may request with respect to any local or regional origin content requirements for the items ordered hereunder (Seller will further coordinate the selection of its suppliers in compliance therewith) and (ii) obtain approvals of the items requested by Buyer from applicable certifying organizations. Seller's failure to provide such assurances, markings, certifications, information and approvals as are requested shall be a default pursuant to this paragraph. 4) Buyer may deduct from any payment due to Seller, or set-off against any claim by Seller, any amount which is due to Buyer by Seller for any reason, including among other reasons, any charges caused by deviations from the terms, conditions and provisions of this Order. 5) In the event the importation of the items results in the assessment of a countervailing duty on Buyer as the importer, Seller shall reimburse such countervailing duty to buyer, provided such reimbursement is permitted under U.S. laws and regulations. 5) If any manufacturer's excise tax, value added tax or other tax measured by selling price is included in or added to the price of the items paid by Buyer, then, in the event all or any part of that tax shall be refunded to Seller, Seller shall promptly remit such refund in full to Buyer. 6) **IN NO EVENT SHALL BUYER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.** Buyer's liability for any breach shall not exceed the purchase price for the item(s) giving rise to the claim. Any action against Buyer hereunder must be commenced within one (1) year after the cause of action has occurred. 7) If Buyer is unable to obtain from Seller its timely requirements for items hereunder, it may without penalty or any breach hereof, immediately cancel any affected Order and/or procure from others alternative items, and any items so procured shall be offset against any volume commitments made hereunder. Seller shall give Buyer prompt written notice of any actual or potential event that is delaying or threatens to delay the timely performance of this Order. Seller shall provide Buyer all relevant information regarding such event. 8) All notices and communications

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required or permitted to be given to either party hereunder shall be in writing and shall be given by personal delivery, telex, facsimile, or registered or certified mail, postage and fees prepaid, and sent to such address for the party as is set forth on the face hereof. The parties may change such address for notices by written notice to the other in accordance herewith. 9) This document and any other documents referenced on the face hereof by Buyer, constitute the entire agreement between the parties on this subject. All other prior representations, negotiations or arrangements on this subject matter are superseded by these terms and shall not form a basis for interpretation of these terms. All amendments to these terms must be agreed to in writing by Buyer. Buyer may waive performance of any condition, but any waiver by Buyer shall not be considered a waiver for succeeding performance. None of Buyer's remedies hereunder are exclusive or intended to limit any other legal or equitable remedies available. If any provision of this Order is declared invalid by any tribunal or legal authority having jurisdiction, the remaining provisions not so declared invalid shall be enforced to the fullest extent permitted by law, unless the removal of such invalid part shall, in Seller's opinion, have the effect of materially impairing this Order. 10) This transaction and all its terms shall be construed in accordance with and all disputes shall be governed by the laws of the State of Illinois, U.S.A., specifically including the provisions of the Uniform Commercial Code, as adopted by that state, and not those of the Convention of the International Sale of Goods. Seller submits to the jurisdiction of the courts located in the State of Illinois in the event of any proceedings arising from or relating to this Order. 11) The remedies provided buyer herein shall be cumulative and in addition to any other remedies provided by law or equity. The invalidity in whole or in part of any of the above terms and conditions of sale shall not affect the validity of any other terms and conditions.

Revision	Date	Changes	Approved By
A	6/24/2019	Initial controlled release	Joe Furlano