



STANDARD TERMS AND CONDITIONS OF PURCHASE OF
ROHRER CORPORATION
(Effective September 1, 2023)

1. **CONTRACT.** These Standard Terms and Conditions of Purchase (these "**Terms and Conditions**") are incorporated into, and made part of, the Purchase Order (the "**Purchase Order**") issued by Rohrer Corporation or an affiliate ("**Rohrer**") to the seller of the Products or Services ("**Seller**"). For purposes of this Agreement: (a) "**Products**" mean the materials, equipment, supplies, or other goods sold by Seller to Rohrer under the Purchase Order; and (b) "**Services**" means all services performed or supplied by Seller under the Purchase Order. These Terms and Conditions, together with the Purchase Order and any specifications, drawings, data, and other documents attached thereto or incorporated into the Purchase Order, state the complete and entire agreement ("**Agreement**") between Rohrer and Seller for each such purchase, and supersedes any prior or contemporaneous communications, representations, promises, or negotiations of the same subject matter. In the event of any inconsistency between these Terms and Conditions and the Purchase Order, the latter shall control. Seller shall be bound to the terms of the Agreement when it acknowledges receipt of the Purchase Order, commences performance of the Purchase Order, or delivers the Products or Services to Rohrer. Any additional or different terms provided in Seller's order acknowledgment or written acceptance of the Purchase Order are hereby objected to and rejected in their entirety.

2. **INSPECTION.** All Products may be inspected and tested by Rohrer or its customers at all reasonable times and places. If such inspection or testing is performed at Seller's premises, Seller will provide, without additional charge, all reasonable facilities and assistance required for such inspections and tests. In its standard inspection and testing of the Products, Seller will use an inspection system accepted by Rohrer in writing. All inspection records, including sub-tier supplier records relating to the Products, will be maintained and made available to Rohrer (or, at Rohrer's election, its customers) during the performance of the Purchase Order, and for a period of three (3) years or such longer periods as may be specified by Rohrer. Notwithstanding any prior inspection at Seller's premises, the manner and place of final inspection and acceptance by Rohrer will be as determined by Rohrer in its sole discretion. At its option, Rohrer may inspect 100% or a sample of Products, and may reject all or any portion of the Products or lot of Products if Rohrer determines them to be defective or nonconforming in its sole discretion. If Rohrer performs any inspection (other than the standard inspection) due to discovery of defective or non-conforming Products, any additional inspection costs will be paid by Seller. No inspection, tests, approval, design approval, or acceptance of the Products relieves Seller from responsibility for warranty or any latent defects, fraud, or negligence. If the Products are defective or otherwise not in conformity with the requirements of the Agreement, Rohrer may, by written notice to Seller: (a) rescind the Purchase Order as to such Products; (b) accept such Products at an equitable reduction in price; or (c) reject such Products and require the delivery of replacements Products at Seller's cost, risk and expense including transportation charges both ways. Delivery of replacements will be accompanied by a written notice specifying that such Products are replacements. If Seller fails to deliver required replacements promptly, Rohrer may correct any retained defective or non-conforming Products at Seller's expense; replace them with Products from another supplier and charge the Seller the cost thereof, including cover and any incidental costs; or terminate the Purchase Order for cause. Acceptance of any portion of the Products shall not bind Rohrer to accept future shipments, nor deprive it of the right to return non-conforming Products already accepted.

3. **PACKAGING AND DELIVERY.**

- (a) **TIME IS OF THE ESSENCE.** Seller shall deliver Products in accordance with the quantities and date(s) specified on the Purchase Order. If Seller's deliveries are behind the agreed upon schedule, Rohrer may elect any one or more of the following remedies: (i) Rohrer may require any have further deliveries to be made by express shipments and Seller shall bear the difference between freight and express shipping rates; (ii) Rohrer may terminate the Purchase Order as to all or any specified Products not yet shipped and will receive a refund of any payments made by Rohrer for Products not received, (iii) Rohrer may deduct from the amounts due under the Purchase Order a late delivery penalty in the amount of one (1%) percent of the Purchase Order total per week until the Products are fully delivered, with a maximum penalty amount of ten (10%) percent of the total Purchase Order charges; or (iv) Rohrer may purchase substitute goods or services elsewhere and charge Seller for the difference between the cost of substitute goods and the sales price.
- (b) No charge will be allowed for packaging or shipping unless designated by Rohrer on the Purchase Order. All Products shall be packaged in accordance with good commercial practice in a manner sufficient to ensure receipt in an undamaged condition, while still securing the lowest possible transportation costs. Bills of lading must accompany each invoice. Orders not accompanied by packing lists will be conclusively deemed in the amount of Rohrer's count or weight.



- (c) All Products, unless specifically exempted by the destination country's governing authorities, must be marked with the country of origin (manufacture) of the Products in a conspicuous place as legibly, indelibly, and permanently as the nature of the article or container permits.
- (d) Unless otherwise stipulated on the face of the Purchase Order, domestic orders shall be priced and shipped "DAP destination," and international orders shall be priced and shipped "DDP destination." Risk of loss and title to the Products shall pass to Rohrer only upon delivery to Rohrer's specified end destination. All shipping terms shall have the meaning set forth in the Uniform Commercial Code for domestic sales or in INCOTERMS™ 2020, as published by the International Chamber of Commerce, for international sales. Notwithstanding the foregoing, title, and risk of loss to Products subject to a consignment stock agreement passes upon release of the Products from the consignment stock. Rohrer may direct Seller to ship the Products to Rohrer or to any third party designated by Rohrer.
- (e) Seller assumes all responsibility and liability for any shipments covered by the Purchase Order requiring any government import clearance. If government authorities declare or otherwise impose countervailing duties, antidumping duties, or retaliatory duties on the Products imported under the Purchase Order, Rohrer reserves the right to terminate the Purchase Order in accordance with the Termination provisions of these Terms and Conditions. Rohrer may offset the amount of any duties, fees, or freight incurred by Rohrer due to Seller's failure to comply with these Terms and Conditions against the cost of the Products.

4. **CHANGES.**

- (a) Rohrer reserves the right at any time before completion of an order to make changes in quantities, drawings, specifications, delivery schedules, and methods of shipment and packaging. If any such changes cause an increase or decrease in the cost of, or the time required for performance, Seller must notify Rohrer thereof within ten (10) days from the date the change is made. Changes shall not be binding upon Rohrer unless evidenced by a written change order. Rohrer shall not be liable for any price increases for work performed prior to its acceptance of the written modification to the Purchase Order.
- (b) Seller will make no changes to the design, materials, manufacturing location, sub-tier suppliers, or processes specified in the Purchase Order or documents referenced therein, or if none, those in place at time of issuance of the Purchase Order, without the advance written approval of Rohrer. Changes to a process include, but are not limited to, changes to the production process, changes in manufacturing equipment, or changes between a manual and automated process. This requirement applies whether or not there is a cost impact associated with the change, and regardless of the type of change, including product improvements.

5. **TERMINATION.**

- (a) *Termination for Breach or Nonperformance.* Rohrer may terminate all or any part of the Agreement, without liability to Seller, if Seller: (i) repudiates, breaches or threatens to breach any of the terms of the Agreement; (ii) fails or threatens not to deliver Products or perform the Services; (iii) fails to make progress or to meet reasonable quality requirements so as to endanger timely and proper completion or delivery of Products and does not correct the failure or breach within ten (10) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Rohrer specifying the failure or breach; (iv) enters or offers to enter into a transaction which has not been consented to in writing by Rohrer that includes a sale of a substantial portion of its assets used for the production of Products for Rohrer or a merger, sale or exchange of stock or other equity interests that would result in a change in control of Seller; (v) becomes insolvent, makes an assignment for the benefit of creditors, suffers or permits the appointment of a receiver, trustee in bankruptcy or similar officer for all or parts of its business or assets; or (vi) avails itself of or becomes subject to any bankruptcy proceeding under the law of any jurisdiction. Seller shall indemnify Rohrer against any claims from third parties resulting from termination in accordance with this paragraph. Seller will promptly refund any amounts paid by Rohrer for Products not received prior to termination.
- (b) *Other Termination Rights.* In addition to any other rights of Rohrer to cancel or terminate the Agreement, Rohrer may, at its option, terminate all or any part of the Agreement at any time and for any reason by giving ten (10) days' advance written notice to Seller. Seller must provide Rohrer a written claim for compensation for any Products for which it had already commenced production before receipt of the notice of termination within seven (7) days after its



receipt of the notice of termination. In such case, Rohrer shall be entitled to choose between taking delivery of the Products already produced, or compensating Seller for the reasonable costs already incurred. In the case of supply of Services, no other compensation shall be due other than the payment of the Services already performed. NOTWITHSTANDING ANY OTHER PROVISION HEREIN, IN THE EVENT OF A TERMINATION UNDER THIS PARAGRAPH, ROHRER WILL HAVE NO OBLIGATION FOR, AND WILL NOT BE REQUIRED TO PAY SELLER, DIRECTLY OR ON ACCOUNT OF CLAIMS BY SELLER'S SUBCONTRACTORS, FOR LOSS OF ANTICIPATED PROFIT, UNABSORBED OVERHEAD, INTEREST ON CLAIMS, PRODUCT DEVELOPMENT AND ENGINEERING COSTS, TOOLING, FACILITIES AND EQUIPMENT REARRANGEMENT COSTS OR RENTAL, UNAMORTIZED CAPITAL OR DEPRECIATION COSTS, FINISHED GOODS, SERVICES-IN-PROCESS OR RAW MATERIALS THAT SELLER FABRICATES OR PROCURES IN AMOUNTS EXCEEDING THOSE AUTHORIZED IN THE AGREEMENT, OR GENERAL ADMINISTRATIVE BURDEN CHARGES FROM TERMINATION OF THE AGREEMENT. Rohrer's obligation upon termination under this paragraph will not exceed the obligation Rohrer would have had to Seller in the absence of termination. Rohrer will have no obligation for payment to Seller under this paragraph if Rohrer terminates the Agreement or a portion thereof because of a default or breach by Seller.

6. PRICES, INVOICES AND STATEMENTS.

- (a) Seller will furnish the Products at the prices stated on the Purchase Order. Unless otherwise specified in the Purchase Order, no additional charge will be allowed for labor, supervision, equipment, materials, supplies, tools, field and office overhead, facilities, utilities, services, transportation, packaging, cartage, and any other of Seller's costs. Seller warrants that its prices hereunder are no higher than prices charged by it for the same or similar items and quantities to any other buyer.
- (b) After each shipment made or Services provided, Seller will submit an invoice listing a description of the Products provided and, as applicable, part numbers, quantity, and unit of measure, hours (if applicable), and the unit and total prices. Any incidental charges such as royalties, selling commissions, non-recurring engineering, or other incidental charges must be separately itemized and identified on the invoice. The invoice must also include the following: (a) name and address of Seller; (b) name of shipper (if different from Seller); (c) Rohrer's Purchase Order number(s); (d) country of export; (e) detailed description of the Products; (f) Harmonized Tariff Schedule number; (g) country of origin (manufacture) of the Products, or if multiple countries of origin, the country of origin of each part shipped; (h) weights of the Products shipped; (i) currency in which the sale was made; (j) payment terms; (k) shipment terms used; (l) all rebates or discounts; and (m) the unit of measure conversion rate if the invoice unit of measure is different from unit of measure on the Purchase Order. The invoice will be accompanied (if applicable) by a signed bill of lading or express receipt evidencing shipment. Payment of an invoice does not constitute acceptance of the Products and is subject to appropriate adjustment should Seller fail to meet the requirements of the Purchase Order.
- (c) Rohrer will pay for accepted Products or Services after receipt of a correct invoice (a) less a 1% discount on payment of the invoiced amount within 30 days; or (b) without a discount if paid within 60 days. Rohrer is not required to pay any invoice submitted 180 days or more after a Product is shipped or Services are completed. Payment of invoices to obtain discounts shall not constitute a release of Seller from any of Seller's obligations hereunder. Any discount terms provided herein shall date from either the date of delivery at destination or the date of mailing of invoice, whichever is later.
- (d) Rohrer shall have the right, at its own expense, upon reasonable notice and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books and records of Seller to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under this Agreement. Seller shall keep records of all charges, disbursements, and expenses incurred by it hereunder, and its compliance with laws regulating employee benefits, quality assurance, environmental and safety activities. All invoices received after the 25th of any month will be audited and considered for payment with invoices of the month following.

7. TAXES. Unless otherwise specified, the prices set forth in the Purchase Order include all applicable federal, state, and local taxes, customs, or duties. All such taxes shall be stated separately on Seller's invoice. Seller agrees to accept and use tax exemption certificates when furnished by Rohrer. Federal Excise Tax, if applicable, must be shown separately on invoice.

8. ROHRER'S USE. Rohrer, its successors and assigns, may subject all Products or Services to further manufacture, may combine them with other articles, or sell or put them to any use whatsoever, and no claim for royalties or additional



compensation may be made by Seller or anyone also by reason of such manufacture, combination, sale or use. All unpatented ideas, information, designs, devices, prints, drawings and technical data concerning Seller's products, methods or manufacturing processes which Seller discloses or furnishes to Rohrer in connection with this order shall, except only to the extent as may be otherwise specifically agreed in writing by Rohrer and Seller, be deemed to have been disclosed or furnished as part of the consideration for this order, and Seller agrees not to assert any claims by reason of Rohrer's use, duplication or disclosure thereof.

9. **PATENTS AND PROPRIETARY RIGHTS.** Seller warrants that the Products and Services, and the normal use thereof, do not infringe or misappropriate any patent, copyright, trademark, service mark, trade secret, or other intellectual property right of any third party. Seller shall defend, indemnify and hold Rohrer, its successors and assigns, harmless from and against any and all actions, claims, liability, costs, damage or expense, including attorneys' fees and other expenses of defense with respect to any claim of patent infringement or the infringement of any proprietary information of third parties arising out of the manufacture, use or sale of the Products or Services called for by this Agreement, provided that this provision shall not apply if any such claim relates to specifications or information furnished to Seller by Rohrer. With respect to any Products that Seller will design, develop or create uniquely for Rohrer in connection with the Purchase Order, all right, title, and interest in any and all such inventions (including discoveries, ideas, or improvements, whether patentable or not), (a) based upon or arising from Rohrer Property or Rohrer Confidential Information, or (b) developed specifically for Rohrer, will belong to Rohrer regardless of when they are created ("**Deliverables**"). All Deliverables will be deemed "work made for hire" and Rohrer will receive all rights, title, and interest thereto. However, if any Deliverables are not determined to be "works made for hire", Seller hereby assigns to Rohrer and its successors the entire right, title, and interest, in and to the Deliverables. Nothing in any order will affect the pre-existing intellectual property rights of the parties.

10. **CONFIDENTIAL INFORMATION.** All disclosures, drawings, specifications, samples, drawings, materials, know-how, designs, patterns, processes or technical, business, or financial information furnished to Seller by Rohrer, together with any Deliverables created for Rohrer under the Agreement (collectively, Rohrer's "**Confidential Information**"), are the sole and exclusive property of Rohrer and are submitted in confidence upon the understanding and agreement by Seller to the terms of this Section 10. Rohrer's Confidential Information will remain the sole property of Rohrer, may not be used by Seller for any purpose other than for performing the Purchase Order, may not be disclosed to any third party, and will be returned to Rohrer upon the earlier of Rohrer's written request or completion of the Purchase Order. If, with Rohrer's prior written approval, Seller furnishes Confidential Information to one of its sub-tier suppliers, Seller will bind the sub-tier supplier to confidentiality requirements substantially identical to this provision and Seller will remain responsible to Rohrer for any breach of this provision by its sub-tier suppliers. No disclosure, description or other communication of any sort will be made by Seller to any third person of the fact of Rohrer's purchase of Products hereunder, the terms of the Purchase Order, the substance of any discussions or negotiations concerning the Purchase Order, or either party's performance under the Purchase Order. Seller acknowledges that Rohrer is the owner of all right title and interest in, and to, any trademarks provided by Rohrer that are used in the provision of the Products (the "**Trademarks**"). All goodwill resulting from the use of the Trademarks by Seller, including any additional goodwill that may develop because of Seller's use of the Trademarks, will inure solely to the benefit of Rohrer, and Seller will not acquire any rights in the Trademarks except those rights specifically granted in the Purchase Order or a writing signed by Rohrer. Seller will use the Trademarks in strict conformity with the Purchase Order, Rohrer's directions and with Rohrer's corporate policy regarding trademark usage. Seller shall not (a) use the Trademarks in any manner likely to diminish their commercial value; (b) knowingly use any name, domain name, logo or icon likely to cause confusion with the Trademarks; (c) make any representation to the effect that the Trademarks are owned by Seller rather than Rohrer; (d) file or obtain, or cause any third party to file or obtain, any applications or registrations or domain names for the Trademarks or any terms confusingly similar to the Trademarks; or (e) challenge the validity of Rohrer's ownership of the Trademarks. Seller further will not at any time, either during the life of or after the expiration of the Agreement, contest the validity of the Trademarks or assert a claim or any other right to manufacture, sell or offer for sale products under the Trademarks, or any trademark confusingly similar thereto.

11. **ROHRER'S PROPERTY.** Unless otherwise agreed to in writing by Rohrer, Rohrer Property furnished to or made available to Seller, including but not limited to all tooling, tools, equipment and material and any replacement thereof, shall be and remain the sole property of Rohrer. Such property, other than consumable materials, shall not be modified without the written consent of Rohrer. Rohrer's property shall be plainly marked or otherwise adequately identified by Seller as "Property of Rohrer Corporation" and shall be safely stored separately and apart from Seller's property. Such property while in Seller's possession or control shall be kept in good condition, shall be held at Seller's risk, and shall be kept insured against damage or loss by Seller, at its expense, in an amount equal to the replacement cost, with loss payable to Rohrer. To the extent such property is not material consumed in the performance of the Agreement, it shall be subject to inspection and removal by Rohrer at any time and Rohrer shall have a right of entry for such purposes without liability to Seller. When directed by Rohrer, Seller



shall disclose the location of such property and/or prepare it for shipment and ship it to Rohrer in the same condition as originally received by Seller; reasonable wear and tear excepted. All technical information in the nature of designs, blueprints, specifications, engineering data, or product know-how, which is supplied to Seller by or on behalf of Rohrer to facilitate or assist in the performance of the Purchase Order, together with any improvement thereto made by Seller in the course of the performance of its obligations under the Purchase Order will remain or vest with Rohrer. All of the foregoing shall collectively be referred to as “**Rohrer Property.**” Seller will use Rohrer Property exclusively for the performance of its obligations under this Agreement. Rohrer Property is intended for use at the Seller’s site only or as otherwise authorized in writing by Rohrer and, to the extent applicable, is subject to U.S. and other government export or re-export requirements. Seller is responsible for any loss, damage, or destruction of Rohrer Property and any loss, damage or destruction of any third-party property resulting from Seller’s negligent use of Rohrer Property. Seller will not include the cost of any insurance for Rohrer Property in the prices charged under the Purchase Order. Seller will return Rohrer Property or dispose of it at Rohrer’s sole option in accordance with Rohrer’s written directions. Rohrer makes no representations and disclaims all warranties (express or implied) with respect to the Rohrer Property.

12. **WARRANTIES.** Seller expressly warrants: (a) that the Products sold hereunder will conform to contract specifications, drawings, samples, or other descriptions furnished to Rohrer by Seller, and will be of good design, material, and workmanship, free from defect, merchantable, and will satisfactorily perform the functions for which intended and fit for their intended use, and will be free and clear of all liens, claims, pledges, charges and encumbrances; (b) to perform the Services in a good, workmanlike and timely manner, and in accordance with best industry practices and the terms of the Purchase Order; (c) that all Products and Services shall comply with all applicable national, state, and local laws and regulations; and (d) that the Products shall not infringe upon any patent or other intellectual property rights of any third party as delivered, and shall not utilize misappropriated third party trade secret information. Seller agrees that all warranties shall survive acceptance of and payment for the Products and/or Services and shall inure to the benefit of Rohrer, and to all subsequent buyers of the Products or users of the Services. Seller shall reimburse Rohrer for all expenses reasonably incurred by Rohrer in connection with a breach of the foregoing warranties (including transportation, storage, administrative, and other incidental expenses of Rohrer). The remedies set forth in this Agreement are cumulative and shall not preclude any other remedy available to Rohrer at law or in equity. Seller agrees that these warranties are in addition to any warranties of additional scope given by Seller to Rohrer and all warranties provided by law. In the event of any breach of warranty, Rohrer may invoke any of the following rights and remedies or a combination thereof, as well as any other remedies provided by law: (a) require Seller to repair or replace the Products (at Rohrer’s option) so that they conform to Seller’s warranties, (b) repair the Products or have them repaired by a third party so that they conform to the warranties at Seller’s expense; (c) return the Products to Seller for a full refund of the purchase price and any transportation or other incidental charges.

13. **INDEMNIFICATION.** Seller shall indemnify, defend, and hold harmless Rohrer, its subsidiaries and affiliates, and their respective agents, employees, successors, assigns, and indemnitees (the “Indemnified Parties”), from and against any and all losses, costs, damages, claims, liabilities, fines, penalties, and expenses (including, without limitation, attorneys’ and other professional fees and expenses, and court costs, incurred in connection with the investigation, defense, and settlement of any claim asserted against any Indemnified Party or the enforcement of Seller’s obligations under this paragraph 13) (collectively, “Losses”), which any of the Indemnified Parties may suffer or incur in whole or in part arising out of the Products or the Services, the presence of Seller at Rohrer’s premises, or the actions or omissions of Seller under this Agreement, including, without limitation, Losses relating to: (a) actual or alleged bodily or mental injury to or death of any person, including, without limitation, any person employed by Rohrer or by Seller; (b) damage to or loss of use of property of Rohrer, Seller, or any third party; (c) any contractual liability owed by Rohrer to any third party; (d) any breach of or inaccuracy in the covenants, representations, and warranties made by Seller under this Agreement; (e) the use or sale of the Products or Services called for by this Agreement by Rohrer or its customers and/or any third party; and/or (f) any violation by Seller of any ordinance, regulation, rule or law of the United States or any political subdivision or duly constituted public authority; provided, however, that Seller’s indemnity obligations under this paragraph shall not apply to any Losses to the extent initiated or proximately caused by or resulting from the sole or concurrent gross negligence or willful misconduct of any of the Indemnified Parties. Seller, for itself, its successors, and assigns, hereby expressly agrees to waive any provision of any workers’ compensation act or other similar law whereby Seller could preclude its joinder by Rohrer as an additional defendant, or avoid liability for damages, contribution, or indemnity in any legal action brought against any Indemnified Party. Seller’s obligation to Rohrer herein shall not be limited by any limitation on the amount or type of damages, benefits, or compensation payable by or for Seller under any worker’s compensation acts, disability benefit acts, or other employee benefit acts on account of claims against Rohrer by an employee of Seller or anyone employed directly or indirectly by Seller or anyone for whose acts Seller may be liable.



14. **INSURANCE.** So long as Seller has any obligation under the Agreement towards Rohrer, Seller shall maintain insurance with a carrier rated a minimum AM Best rated "A", covering at least the following insurance: comprehensive general liability insurance policy, (including product liability, and for Services to be performed, completed operations liability) in a sum no less than \$3 million. Seller shall also carry comprehensive motor vehicle liability insurance, including non-ownership and hired car endorsement, with minimum limits of \$1,000,000 per occurrence, combined single limit, for bodily injury and property damage. Rohrer shall be named as an Additional Insured on all such policies. In addition, Seller shall carry statutory workers compensation coverage on its employees including employer's liability insurance with limits of at least \$1,000,000, or such higher amount as required by law. All of the above policies shall include a waiver of subrogation with respect to Rohrer. All insurance included in this paragraph shall be deemed to be the primary coverage for all purposes hereof and Seller shall furnish Rohrer with certificates of insurance including a provision that Rohrer will receive thirty (30) days' written notice prior to cancellation or material change of the coverage. Except where prohibited by law, Seller will require its insurers to waive all rights of recovery or subrogation against Rohrer, its subsidiaries and affiliated companies, and its and their respective officers, directors, shareholders, employees and agents. The amount of insurance carried in compliance with the above requirements is not to be construed as either a limitation on or satisfaction of the indemnification obligations in the Agreement.

15. **SERVICES ON ROHRER'S PREMISES.** If Seller, its employees, agents or subcontractors are to furnish any labor or services of any kind whatsoever on Rohrer's premises in connection with this Agreement: (a) Seller agrees to abide by Rohrer's rules and regulations governing contractors and suppliers while working on or maintaining facilities on Rohrer's premises, copies of which will be furnished on request; and (b) Seller shall, before starting Services, furnish Rohrer with certificates from insurance carriers of Seller and Seller's subcontractors (if any) that policies of insurance have been issued covering their legal liability under paragraph 13 above.

16. **RECALLS.** Seller is liable for all costs or damages associated with any voluntary or involuntary recall of defective or potentially defective Products or any products containing or incorporating such Products including, but not limited to, recalls by a Seller customer, regulatory agency or in accordance with applicable laws or regulations. Seller will be solely responsible for administering any recall or will fully participate in the administration of any recall conducted by Rohrer or Rohrer's customer in relation to Seller's Products as Rohrer may so direct. Each party will cooperate in making available records and other information reasonably required by the other party in connection with any recall. This Section will survive any termination or expiration of the Agreement and apply for at least the same duration as Rohrer's obligation to its customers.

17. **COMPLIANCE WITH LAWS; INTEGRITY.** Seller agrees that it will comply with all federal, state, and local laws and regulations applicable to the production, sale and delivery of the Products or the furnishings or any labor or services called for by this Agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. In the event of any conflict between the provisions of any laws, codes, ordinances, regulations, standards, rules, requirements, or orders, the more or most stringent provisions shall apply. Without limiting the generality of the foregoing, Seller certifies that (a) the Products will conform with all applicable consumer product safety standards under the U.S. Consumer Product Safety Act; (b) the Products will not be a misbranded or banned hazardous substance within the meaning of the U.S. Federal Hazardous Substances Act; (c) the Products or Services called for by this order will not, under normal use, be in violation of, or cause Rohrer to be in violation of, the U.S. Occupational Safety and Health Act of 1970, and standards, rules and regulations thereunder, the U.S. Resource Conservation and Recovery Act, the U.S. Clean Air Act, the U.S. Clean Water Act, the U.S. Comprehensive Environmental Response, Compensation and Liability Act of 1980, the U.S. Toxic Substances Control Act, the U.S. Hazardous Materials Transportation Act or of any other laws, standards, rules, regulations, requirements or orders relating to the environment; (d) the Products have been or will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, and Seller will comply with the UK Modern Slavery Act of 2015 (if applicable) and any labor-related government advisory such as the Xinjiang Supply Chain Business Advisory issued by U.S. government agencies on July 1, 2020 (as updated on July 13, 2021); (e) Seller's performance of its obligations under this Agreement shall be in compliance with the United States Foreign Corrupt Practices Act, the Arms Export Control Act, the International Traffic in Arms Regulations, the Export Administration Act and the Export Administration Regulations, including the requirement for obtaining any export license or agreement; (f) Seller warrants that the Products will comply with all requirements concerning safe drinking water and toxins pursuant to California Health and Safety Code §25249.5 (California Prop 65, Safe Drinking Water and Toxic Enforcement Act of 1986); and (g) Seller represents and warrants that neither it, nor any of its employees or affiliates, nor any owner of a direct or indirect interest in Seller is listed on any the Specially Designated Nationals and Blocked Persons Lists maintained by Office of Foreign Asset Control ("OFAC") or any other list of terrorists, terrorist organizations or narcotics traffickers maintained pursuant to any of the Rules and Regulations of OFAC, or similar lists maintained by the U.S. Department of State, the U.S. Department of Commerce or any other governmental agency or authority. Seller shall comply with all applicable laws preventing child labor, forced labor, and human trafficking. Seller further agrees to abide by the terms and conditions in Rohrer's Code of Conduct



located at [LINK](#) including in relation to its Conflict Minerals Policy, and to communicate to its sub-tier suppliers its own commitment to responsible sourcing and legal compliance. Seller agrees to cooperate and work with its sub-tier suppliers in an attempt to ensure traceability of Conflict Minerals, at least to the smelter or refiner level, to maintain and record all Conflict Minerals traceability documentation and to provide such documentation to Rohrer upon request. Seller shall furnish Rohrer with certificates of compliance, where required under such applicable laws or when requested by Rohrer and shall accurately complete any vendor questionnaires requested by Rohrer related to compliance with any of the foregoing. Each invoice rendered to Rohrer under this Agreement shall constitute written assurance by Seller that Seller has fully complied with all applicable laws.

18. **WAIVER OF LIEN RIGHTS.** To the extent permitted by law, Seller, for itself and anyone else acting or claiming through or under it, does hereby expressly waive and relinquish all right to file a mechanics' or materialmen's lien, and agrees that no mechanic's, materialmen's, or similar lien shall be filed or maintained against any property where the Services is to be performed, or any interest of Rohrer in such property, by or in the name of Seller or any subcontractor, materialman or laborer acting or claiming through or under Seller for Services performed or Products or materials furnished in connection with the Agreement.

19. **WITHHOLDING.** If Rohrer has a claim under this Agreement, or under any other agreement between Rohrer and Seller, regardless of when it is discovered, including a claim that: (a) Seller's invoice is erroneous; (b) the Products or Services are deficient, defective, or incomplete; (c) a third party claim has been asserted or there is reasonable evidence indicating the possibility of a claim; or (d) Rohrer, another contractor, or other party suffers damage or injury which is attributable to Seller; then Rohrer may, without notice, withhold payment of, or set off the amount of its claim, costs or loss against, any amount invoiced to it.

20. **ASSIGNMENT AND SUBCONTRACTING.** Seller will not assign its rights or obligations under the Purchase Order or the Agreement and will not subcontract all or any material aspect of the work without the prior written approval of Rohrer. Any assignment without Rohrer's written approval will be voidable at the option of Rohrer. Rohrer may assign its rights hereunder or any of its rights or obligations under the Agreement to any of its subsidiaries or affiliates, or to any purchaser or successor to all or substantially all of the assets of the business or product line to which the Purchase Order relates without Seller's consent and upon written notice to Seller. The Agreement shall bind and inure to the benefit of the parties and their successors and permitted assigns.

21. **WAIVER.** No waiver of a breach of any provision of this Agreement shall be effective to discharge in whole or in part any claim or right arising out of such breach unless such waiver is in writing and signed by Rohrer.

22. **TIME OF THE ESSENCE.** Time is of the essence for this Agreement. Failure to tender conforming Products or Services by the delivery date specified herein shall constitute a breach by Seller, and Seller shall have no right to make a later conforming tender except upon prior written authorization of Rohrer.

23. **FORCE MAJEURE.** Neither party shall be liable for delays or defaults due to causes solely beyond its control and without its fault or negligence, including but not limited to, fires, floods, and Acts of God, provided however, that as soon as Seller has reason to believe that the Products will not be delivered when scheduled, written notice setting forth the cause of the anticipated delay must be given immediately to Rohrer. If Seller's delay or default is caused by the delay or default of a subcontractor (if subcontracting is permitted), such delay or default shall be excusable only if it arose out of causes solely beyond the control of both Seller and the subcontractor and without the fault or negligence of either of them and the Products were not obtainable from other sources in sufficient time to permit Seller to meet the required delivery or performance schedule. Seller's ability to sell Products at a more advantageous price or Seller's economic hardship in buying materials or processing necessary for manufacture of the Products will not constitute an excusable delay event. The party affected by an excusable delay will promptly provide written notice to the other, explaining in detail the full particulars and expected duration of the excusable delay, and will use its best efforts to remedy the delay if it is capable of being remedied. If Seller's delivery is delayed, Rohrer may, at Rohrer's sole option, cancel deliveries that had been scheduled during the excusable delay period or elect to extend the period of performance commensurate with the period of delay caused by the excusable delay. If an excusable delay occurs that affects delivery of Products to Rohrer, Seller will allocate its available supply of Products in a manner that assures Rohrer of at least the same proportion of Seller's total output of Products as was allocated to Rohrer prior to the excusable delay event. If delivery of any Products is delayed for more than 30 days, Rohrer may, without liability, cancel all or any part of the Agreement.



24. **GOVERNING LAW.** This Agreement is to be construed in accordance with the laws of the State of Ohio, without regard to conflict of laws rules thereof. The parties hereby expressly exclude the applicability of the United Nations Convention on Contracts for the International Sale of Products, if the same would otherwise apply here.

25. **JURISDICTION.** Rohrer and Seller agree that any legal suit, action, or proceeding hereunder shall be brought and resolved exclusively by the State and Federal courts located in Summit County, Ohio, and the courts to which an appeal therefrom may be taken; provided that any party shall have the right, to the extent permitted by applicable law, to proceed against any other party or its property in any other location to the extent necessary for the enforcing party to enforce a judgment or other court order. Each of the parties hereby consents to the jurisdiction of such courts and waives all questions of jurisdiction and venue. Legal process in any proceeding may be served on any party anywhere in the world.

26. **RELATIONSHIP OF THE PARTIES.** In satisfying its obligations hereunder, Seller shall operate as and have the status of an independent contractor and shall not act as or be an agent or employee of Rohrer. As an independent contractor, Seller shall be solely responsible for the employment of workers and shall defend, indemnify and hold Rohrer harmless from any claim, demand, loss, cost, expense, or suit alleging the violation or claimed violation of any local, state or federal law, rule or regulation relating to the safety and employment of workers, or requiring the employer to withhold taxes or similar charges from employees' pay. Nothing in this Agreement or in the performance of the Seller's obligations required hereunder shall be construed to create a partnership, joint venture or joint business arrangement between Rohrer and Seller.

27. **LIMIT OF LIABILITY.** IN NO EVENT SHALL ROHRER HAVE ANY LIABILITY, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), WARRANTY OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, FOR ANY PUNITIVE, CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL OR INCIDENTAL LOSS OR DAMAGE ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING LOSS OF DATA, PROFITS, INTEREST OR REVENUE OR INTERRUPTION OF BUSINESS, EVEN IF ROHRER HAS BEEN INFORMED OF OR MIGHT OTHERWISE HAVE ANTICIPATED OR FORESEEN THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

28. **SEVERABILITY.** In the event that any provision hereof shall be illegal, invalid or unenforceable, it shall not affect the legality, validity or enforceability of any other provision hereof and such illegal, invalid, or unenforceable provision shall be interpreted and modified by the parties so as to eliminate such illegality, invalidity and/or unenforceability.

29. **NOTICE.** All notices relating to this Agreement ("**Notices**") must be in writing. Notices to the parties will be sent to their respective addresses appearing on the Purchase Order. Any Notice will be deemed given on the date delivered if delivered personally; the next business day if sent by recognized overnight courier; three business days after being mailed certified first-class mail, postage prepaid; or on the date of transmission if transmitted by email.

30. **PUBLICITY.** Any news release, public announcement, advertisement, publicity, or any other disclosure concerning the Agreement to any third party (except as may be necessary to comply with other obligations stated in the Purchase Order) requires prior written approval of Rohrer.

31. **HEADINGS AND CAPTIONS.** Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of these Terms and Conditions.

32. **AUTHORIZATION TO PERFORM.** Each party represents that it is duly organized and authorized to enter into the Agreement and to perform its obligations; and that it is not a party to any agreement with a third party which would restrict its ability to perform its obligations under the Agreement. Seller will promptly notify Rohrer of any action taken by or against it that could result in a breach of Seller's obligations or representations under the Agreement. Seller represents and warrants that there is nothing that will directly, indirectly, actually, or potentially restrict or prevent Seller in any way from fulfilling all its obligations, duties, and services under the Agreement, including without limitation any exclusivity or non-compete arrangement.

33. **SURVIVAL.** All provisions of the Agreement, which by their nature should apply beyond the Term will remain in force after any termination or expiration of the Agreement, including, but not limited to, those addressing the following subjects: Import/Customs, Compliance with Law, Price, Invoicing and Payment, Setoff, Warranty, Recall, Indemnification, Insurance, Confidentiality and Intellectual Property, Audit, Applicable Law and Forum, Notices, Publicity, and Survival.



34. **NON-EXCLUSIVITY.** Nothing in the Agreement will restrict Rohrer's right to provide or perform on its own behalf, or to contract with any third party to provide or perform, products similar or related to Products provided by Seller pursuant to the Purchase Order. Furthermore, unless otherwise specified in the Purchase Order, there is no requirement that any minimum level of business or fees be provided to Seller by Rohrer.

35. **INTERPRETATION.** The Agreement has been negotiated at arm's length between parties who are experienced and knowledgeable in the matters contained in the Agreement, and the parties hereby agree that any statute, law or common law principles or other authority that would require interpretation of any ambiguities in the Agreement against the party who has drafted it are not applicable and are hereby waived.