

**Solvay General Terms and Conditions**  
**For the Procurement of Materials or Services**

BUYER DOES NOT ACCEPT ANY TERMS AND CONDITIONS OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN, AND BUYER SHALL PURCHASE THE MATERIALS AND SERVICES ONLY UPON THESE TERMS AND CONDITIONS. ANY NEW OR ADDITIONAL TERMS CONTAINED IN ANY SUPPLIER ORDER ACKNOWLEDGEMENT SHALL NOT APPLY AND ARE HEREBY REJECTED.

**Terms and Conditions Applicable to All Buyer Purchases:**

1. **AGREEMENT TO SELL AND PURCHASE MATERIALS AND SERVICES.**

Supplier hereby agrees to provide to Buyer, and Buyer hereby agrees to purchase from Supplier, the Materials and/or Services identified in one or more purchase orders, releases or work orders issued by Buyer to Supplier ("Purchase Order"). These terms and conditions govern all purchases of Materials and/or supply of Services by Buyer from Supplier.

2. **SAP COMMERCE ARIBA AUTOMATION.** Buyer has implemented the SAP Ariba® platform to exchange electronic Purchase Orders and invoices with its suppliers. Therefore, Purchase Orders will be sent to Supplier via this SAP Ariba® platform and invoices shall be sent by Supplier to Buyer via this platform. The use of the SAP Ariba® platform for electronic Purchase Orders and invoices is a commercial requirement for Supplier.

3. **ORDERING/RELEASE PROCEDURE.** If Supplier accepts Buyer's Purchase Order in writing or commences the supply of any Materials or Services that are the subject of any Purchase Order, Supplier shall be deemed to have accepted these terms and conditions in their entirety without modification. The Purchase Order number must appear on all packing slips, invoices and other documentation referencing the order/release, as applicable.

4. **QUANTITY.** Notwithstanding any statement or forecast of quantity by Buyer or any course of dealing between the parties, Buyer shall not be required to order, take or pay Supplier for any fixed minimum quantity of Materials or Services or any quantity of Materials or Services.

5. **PRICE/PAYMENT TERMS.** Subject to the paragraph below and unless otherwise agreed by the parties, payment terms are net sixty (60) days end of month plus 5 days, from the date of Buyer's receipt of an undisputed invoice. Prices for all Materials and Services purchased by Buyer hereunder shall be as set forth in Buyer's Purchase Order. No extra charges of any kind will be allowed unless prior written consent thereto is specifically provided by Buyer. It is the sole responsibility of Supplier to provide clear and timely notification to Buyer of any changes to payment instructions. In the absence of any such confirmation, Buyer will pay according to previously provided or last known banking or remit-to information. All claims for money due or to become due from Buyer will be subject to deduction or set off by Buyer for any counterclaim arising from this or any other transaction with Supplier.

Supplier shall pay promptly all indebtedness for labor, materials, tools, and equipment used in the performance of Services and provision of Materials. Before Supplier shall be entitled to receive payment, Supplier shall furnish evidence satisfactory to Buyer of the full payment of such indebtedness including any affidavit of subcontractors or suppliers furnishing materials or labor before any payments are required to be made to Supplier. In many states, THE LAW REQUIRES THAT SUPPLIER SHALL SUBMIT A SWORN STATEMENT OF PERSONS FURNISHING MATERIALS AND SERVICES BEFORE ANY PAYMENTS ARE REQUIRED TO BE MADE TO SUPPLIER. If any lien shall attach to a site of Buyer as a result of Services or Materials provided by Supplier, Supplier shall promptly procure its release and hold Buyer harmless from any and all claims, losses, costs, damages, or expenses (including reasonable attorneys' fees) relating thereto. To the extent permitted by law, Supplier waives and hereby releases Buyer and the site of Buyer from any and all liens accrued or accruing to it whatsoever and authorizes Buyer to withhold payments due to Supplier for the applicable statutory period to pay any liens arising from the Services and/or Materials provided by Supplier.

6. **INVOICING/RECONCILIATION.** Unless Buyer notifies Supplier that purchases hereunder are being processed through Buyer's evaluated receipts settlement program or other similar program, Supplier shall email invoices with supporting documents including any applicable bill of lading to Buyer's designated email address no later than one business day after shipment is made to Buyer or by end of the month for Services performed during such month. No invoices shall be issued nor payment made prior to delivery of the Materials or Services performed. All state and federal excise, sales and use taxes shall be stated separately on the invoices. Any delay in receiving invoices, or any errors and omissions on an invoice, shall be considered cause for withholding payment without losing any cash discount privileges or incurring any penalty.

7. **TIMING.** Supplier shall make delivery of Materials in accordance with Buyer's delivery schedule and shall perform the Services within the time frame Buyer specified, or as otherwise mutually agreed by the parties. Time is of the essence. Supplier shall promptly notify Buyer whenever it appears that Supplier will not be able to deliver any part of the Materials or to perform any part of the Services on the date(s) specified. Buyer, in addition to any other remedies available to it, may terminate the Purchase Order without any further liability.

Purchase orders issued hereunder may be rated orders under the U.S. Defense Priorities and Allocations System. If so, Supplier shall follow all of the provisions of the Defense Priorities and Allocations System regulations (15 C.F.R. Part 700).

**8. SUBCONTRACTING.** Supplier shall directly provide all Materials and Services covered by the Purchase Order. Supplier's use of any subcontractors shall be subject to Buyer's prior written consent, which may be given or withheld for any reason whatsoever.

**9. TITLE TO DRAWINGS AND SPECIFICATIONS.** Buyer shall at all times have title to all drawings, specifications and other documents supplied or prepared by Buyer and/or by Supplier in connection with the furnishing of Materials or Services hereunder, further provided that: (a) any work of authorship, including any engineering drawings, produced by Supplier in its performance of the Purchase Order (a "Work") shall, to the extent such Work embodies a work of authorship within the definition of a "work made for hire" under 17 U.S.C. §101, be considered a work made for hire hereunder and all right, title, and interest in and to such Work shall immediately vest in Buyer upon creation of such Work; and (b) Supplier hereby irrevocably agrees to assign and hereby assigns to Buyer without further consideration, all right, title, and interest in and to any Work which is not considered a work made for hire within the meaning of clause (a) of this sentence. Supplier agrees to execute, without cost to Buyer, any documents requested by Buyer to further evidence and confirm Buyer's ownership of all rights therein. Supplier shall hold in confidence and use the same only to the extent necessary in connection with the supply of Materials or Services to Buyer and shall, upon Buyer's request, promptly turn over to Buyer all copies of same.

**10. WARRANTY, SPECIFICATIONS AND CHANGE.** Supplier hereby represents and warrants: (a) that it is legally authorized to sell and deliver the Materials and to perform the Services; (b) the Materials are merchantable and fit for the purpose contemplated by Buyer; (c) the Materials are new and conform to all specifications, including performance specifications, required by Buyer or stated by Supplier; (d) the Materials will be free from defective materials and workmanship; (e) the use or sale of the Materials will not infringe any third-party patent or other intellectual property right; provided, however, that Supplier does not warrant against infringement by reason of the use of the Materials in combination with other materials or in the operation of any process except to the extent such use or operation is under the instruction of Supplier; or, provided further, that such infringement would not have occurred but for the use of the Materials in combination with other materials or in the operation of any process; (f) the Materials will be produced, sold and delivered in compliance with all applicable local, state and Federal laws, rules and regulations and (g) that the Services provided will be performed in a good and workmanlike manner and in accordance with the best standards of practice, so that such finished Services will be complete, free from faults and defects. Supplier, at its expense, will promptly replace any Materials and correct any Services that do not comply with the requirements hereof, whether incorporated in the Work or not.

If Supplier has provided samples or past supplies of Materials to Buyer's Composite Materials business, Supplier represents that the process used to manufacture the Materials, including but not limited to raw materials, testing, quality control and packaging has not changed. If Supplier

decides to make a change to any such Materials or process, Supplier shall provide Buyer with a minimum of ninety (90) days' written notice prior to the change.

**11. TERMINATION FOR CONVENIENCE.** Buyer may, at any time, terminate any Purchase Order in whole or in part by written notice to Supplier. In the event of such termination, Supplier shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. Supplier shall be paid a reasonable termination charge consisting of a percentage of the Purchase Order price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination. Supplier shall not be paid for any work done after receipt of the notice of termination or for any costs incurred by Supplier's suppliers or subcontractors which Supplier could reasonably have avoided.

**12. DEFAULT/TERMINATION.** The following shall constitute a default of Supplier hereunder: (a) the failure of Supplier to perform any of its obligations hereunder, which failure is not cured within ten (10) days following written notice to do so (the "Cure Period"); (b) the filing by Supplier of a voluntary petition or answer seeking any arrangement, composition, liquidation, or similar relief under any law or regulation relating to bankruptcy, insolvency or other relief for debtors; (c) the adjudication of Supplier as a bankrupt or insolvent; (d) the making by Supplier of a general assignment for the benefit of creditors; (e) the admission by Supplier of its inability to pay its debts generally as they become due; or (f) the filing of a petition against Supplier seeking any arrangement, composition liquidation or similar relief under any law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such petition is not dismissed or discharged within sixty (60) days of filing.

Upon the occurrence of a default by Supplier hereunder and failure to cure during the Cure Period, Buyer may immediately terminate any Purchase Order by providing written notice thereof to Supplier. Buyer's termination shall be in addition and without prejudice to any other rights or remedies, at law or in equity, which Buyer may otherwise have.

**13. COMPLIANCE WITH LAWS.** Supplier shall ensure compliance by its employees, subcontractors and agents with all applicable Federal, state and local statutes, rules and regulations as well as Buyer's site policies.

**14. ON SITE.** At all times that Supplier's employees, subcontractors or agents are at any site of Buyer, and in addition to Supplier's own safety requirements, Supplier acknowledges and agrees to comply with Buyer's safety requirements and shall ensure that all of Supplier's employees, subcontractors and agents doing work on the site are familiar and comply with Buyer's rules and requirements at any such site. In addition to the safety and health provisions contained in Buyer's policies and safety requirements, Supplier shall abide by any and all of Supplier's, as well as those established by the Occupational Safety Health Act of 1970 (OSHA), safety and health rules and standards, and shall provide Buyer with a copy of all accident reports prepared by or submitted to Supplier occurring any such site, including but not limited to all OSHA illness and injury reports. By accepting the Purchase Order, Supplier acknowledges and agrees that it and any of its employees, subcontractors and agents have read such rules and will

abide by them. Any equipment provided by Buyer to Supplier for the benefit of Supplier's employees or those of its subcontractors or agents are provided on an "as is" basis with no warranty of performance and at the sole risk and liability of Supplier to ensure that such equipment is fit for the use intended and in proper working order. Supplier has a duty to inspect the equipment prior to use, and agrees to defend, indemnify, and hold harmless Buyer from any and all claims, losses or expenses (including reasonable attorneys' fees) of Supplier, its subcontractors, and all of their respective employees, arising out of the use of any equipment furnished by Buyer or advice given by Buyer relating to such equipment. Supplier shall perform the Services and supply the Materials in such a manner as to cause minimum interference with Buyer's operations and the operations of other contractors on Buyer's site. Supplier shall maintain a drug and alcohol free work force at all times while on Buyer's site. Supplier represents and warrants that all of Supplier's employees and subcontractors performing Services at Buyer's site shall have successfully passed a drug screen, as permitted by law, and a background check in accordance with the regional equivalent at such site and with standards imposed by governmental agencies including but not limited to DHS, OSHA, TSA, DOT, FDA, DEA and the US Coast Guards, as applicable. The results of the background check shall be made available to Buyer's human resources representative upon request. A valid TWIC card and additional background check requirements may be requested for any sites specified by Buyer. For services performed under any U.S. Federal contract, Supplier shall comply with the U.S. Drug Free Workplace Act of 1988.

**15. INSURANCE.** Supplier, at its own expense, shall provide and maintain insurance with insurers rated A, Class VII or better by A.M. Best Company in a form satisfactory to Buyer. Supplier warrants that its insurers are accurately informed regarding its business activities and intend to cover its business exposures.

- A. For purchase of Materials. Commercial General Liability insurance is required, on an occurrence basis, with a minimum of \$5,000,000 per occurrence limit for personal injury, property damage and advertiser's injury, \$5,000,000 aggregate limit for products/completed operations and a \$5,000,000 general aggregate limit. Commercial General Liability insurance shall include Blanket Contractual Liability, Broad Form Property Damage, Sudden and Accidental Pollution and Independent Contractors coverage.
- B. For the performance of Services at Buyer's site. The following coverage is required: (a) Workers' Compensation insurance as prescribed by applicable state Workers' Compensation acts to provide statutory coverage in states where Services are being performed; owners directly involved in the delivery of Services must also be covered ((a) is not applicable when the Services are performed in Canada)). The policy shall include coverage under the U.S. Longshoremen's and Harbor Workers' Act (USL&H) and Jones Act for employees performing on and around watercraft. For work performed in Louisiana, Buyer is the statutory employer of Supplier's employees for purposes of LSA R.S. 23:1061 (A)(3) and the protections afforded a statutory employer under Louisiana law shall apply. Supplier shall remain primarily responsible for the payment of Louisiana Workers' Compensation benefits to its employees and shall not be entitled to seek

contribution for any such payment from Buyer; (b) Employer's Liability Insurance with minimum limits of \$2,000,000 per accident, \$2,000,000 per disease and \$2,000,000 aggregate; these limits can be achieved through the combination of primary and excess/umbrella liability coverage; (c) Commercial General Liability insurance on an occurrence basis with a minimum of \$5,000,000 per occurrence limit for personal injury, property damage, premises liability, products/completed operations and advertiser's injury, and a \$5,000,000 general aggregate limit. Commercial General Liability insurance shall include Blanket Contractual Liability, Broad Form Property Damage, Sudden and Accidental Pollution and Independent Contractors coverage; the required limits can be achieved through a combination of primary and excess/umbrella liability coverage; (d) Business Automobile Liability insurance including comprehensive third party coverage for injury, including death and property damage with a minimum combined single limit of \$2,000,000 per occurrence including coverage for owned, non-owned and hired vehicles. This limit can be achieved through a combination of primary and excess/umbrella liability coverage; if hauling hazardous materials, an MCS-90 endorsement is required; e) Engineers' Professional Liability ("Errors and Omissions), with minimum limits of \$5,000,000 each claim and \$5,000,000 in the aggregate is also required when engineering services are included in the Purchase Order. If coverage is claims-made, the policy shall provide an extended reporting period for three (3) years after completion of the Services and Supplier shall provide certificates of insurance evidencing continuance of coverage with the original claims made retroactive date.

Policies shall all be written on an occurrence basis and be endorsed to include that all policies: (i) except Workers' Compensation shall name Buyer, and all subsidiaries, affiliates, agents, employees, officers and directors as an Additional Insured; and (ii) shall grant a Waiver of Subrogation in favor of Buyer. Supplier shall deliver to Buyer a certificate of insurance evidencing the above coverage prior to performance and thereafter, upon renewal of policies. The certificate of insurance shall note that: (i) said insurance shall not be canceled, terminated or materially altered without at least thirty (30) days prior notice to Buyer; and (ii) all policies shall be primary and noncontributory. If excess/umbrella coverage is used to satisfy limits, the certificate shall indicate which lines of coverage apply to the excess/umbrella policy. The insurance required under this Section shall not limit Supplier's obligations of indemnification under the Purchase Order and shall apply, to the same extent, to all subcontractors.

**16. REMEDIES; GENERAL INDEMNITY.** If any Materials or Services supplied hereunder do not conform to the specifications and warranties provided hereunder, then Supplier shall, at Buyer's sole option, and in addition to any other remedies available to Buyer, at law or in equity: (i) rectify such non-conformity at Supplier's expense (including any necessary shipping costs); or (ii) allow full credit for such non-conformance (including shipping costs paid by Buyer). Supplier shall indemnify and hold Buyer, its employees, agents, affiliates and customers harmless from and against any loss, liability, expense of any kind (including reasonable attorneys' fees) arising out of or relating to: (i) Supplier's supplying Buyer with defective or non-conforming Materials or Services; (ii) the performance or nonperformance by Supplier, its subcontractors or their respective employees or agents, of its or their respective obligations under the Purchase Order; or (iii) any default of Supplier or its subcontractors

hereunder to which Buyer may incur or be subjected by reason of any act or omission of Supplier or any of its subcontractors, employees or agents. The foregoing indemnity includes, but is not limited to, reasonable attorneys' fees including fees for enforcement or collection of this indemnity. For the purposes of this Section, any activities of Supplier, its subcontractors, agents, licensees or invitees, or their respective employees, on or about Buyer's site shall be deemed to be in connection with the supply of Materials and Services hereunder, whether or not such activities are actually within the scope of their agency or employment.

**17. CONFIDENTIALITY.** All proprietary technical, experimental, manufacturing and/or other information disclosed by Buyer to Supplier pursuant to the Purchase Order is considered by Buyer as being highly confidential in nature. Supplier agrees to take all reasonable precaution to prevent disclosure to third parties. Supplier shall hold in confidence Buyer's interest in specific products and any technical or business information Supplier may learn, observe or otherwise obtain concerning Buyer, or of its subsidiaries or affiliates, incident to Supplier's performance under the Purchase Order. These restrictions upon disclosure shall cease to apply as to any specific portion of said information which is or becomes available to the public generally, not due to the fault of Supplier, or upon receipt by Supplier of the written authorization of Buyer to make such disclosure.

**18. FORCE MAJEURE.** Neither party shall be in breach of contract or liable to the other party for damages due to delays caused by a Force Majeure Event that is beyond such party's reasonable control. Force Majeure Event means any act of God, war, riot, fire, explosion, accident, flood, sabotage, any law, decree, request or order of any governmental agency or authority. The foregoing shall not, however, be considered a waiver of either party's obligations under these terms and conditions. The non-performing party shall inform the other party of the occurrence of a Force Majeure Event indicating its estimated duration. The non-performing party shall promptly resume its obligations after the cessation of the Force Majeure Event. Buyer may terminate the Purchase Order in the event that Supplier is unable to perform its obligations hereunder for more than thirty (30) days.

**19. CORPORATE SOCIAL RESPONSIBILITY.** Buyer is committed to integrating economic, societal and environmental sustainability in its operations as a way of doing business, "the Solvay Way." (see <http://www.solvay.com/en/sustainability/solvay-way/index.html>). In doing business with Buyer, Supplier agrees to subscribe to principles consistent with the Solvay Way as detailed in the Solvay's Supplier Code of Conduct found at: [https://www.solvay.com/sites/g/files/srpend221/files/tridion/documents/Supplier-Code-of-Conduct\\_en.pdf](https://www.solvay.com/sites/g/files/srpend221/files/tridion/documents/Supplier-Code-of-Conduct_en.pdf)

To assess Supplier's compliance with these principles, Buyer may conduct or ask a third party to conduct a Corporate Social Responsibility assessment. Supplier shall fully cooperate with Buyer and/or the third party during this assessment.

Any material violation of any of the principles set forth in the Solvay Supplier Code of Conduct and/or any refusal to implement any corrective action as requested by Buyer, may be considered

by Buyer as a cause for early termination of the Purchase Order, without further liability incurred by Buyer.

**20. EQUAL OPPORTUNITY AND DISCRIMINATION CLAUSE.** The Equal Opportunity Clause required by Executive Order 11246, as amended (41-CFR 60-1,4), the Employment Assistance to Veterans Clause required by Executive Order 11701 (41 CFR 60-250,4) and the Employment of the Handicapped Clause required by the Rehabilitation Act of 1973 (41 CFR 60- 741,4) are part of the Purchase Order and binding upon Supplier unless exempted by rules, regulations or orders of the Secretary of Labor. Unless exempted by rules, regulations or orders of the Secretary of Labor, **Supplier and Buyer shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.** Furthermore, unless exempted by rules, regulations or orders of the Secretary of Labor, **Supplier and Buyer shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.** The word “Contractor” in the above regulations and clauses means Supplier.

**21. INDEPENDENT CONTRACTOR.** Supplier is and shall remain an independent contractor in the performance of the Services performed hereunder, and all persons employed by Supplier to perform work hereunder shall be and remain employees of Supplier subject to the supervision of Supplier’s supervisory personnel. In the event that the Services are to be provided for in the state of Louisiana, Supplier stipulates, pursuant to Louisiana Statute La. R.S. 23:1061(A)(3), that Buyer be and hereby is designated as the statutory employer of Supplier’s direct and statutory employees and for the direct and statutory employees of subcontractors of Supplier. Supplier agrees that the Services required of Supplier and its direct and statutory employees, and the direct and statutory employees of its subcontractors, pursuant to these terms and conditions are an integral part of and essential to Buyer’s ability to generate goods, products and services.

**22. AUDIT.** Buyer may audit any records of Supplier relating to Material and/or Services procured hereunder; provided, however, Supplier may exclude any trade secrets, formulas, or processes from such inspection. Supplier further agrees to maintain its books and records relating to Materials and/or Services procured hereunder for a period of two (2) years from the date such Materials and/or Services were purchased and to make such books and records available to Buyer at any time or times within the two (2) year period.

**23. WAIVER OF CONSEQUENTIAL DAMAGES.** In no event will Buyer be liable under any theory of recovery (whether based on negligence of any kind, strict liability or tort) for any indirect, special, incidental, or consequential damages in any way related, arising from or resulting from the Purchase Order except where such limitation is prohibited by law or to the extent such liability results from gross negligence or willful misconduct.

24. **WAIVER.** The failure of either party to enforce at any time any of the provisions of these terms and conditions shall in no way constitute or be construed as a waiver of that or any other provision of the these terms and conditions nor in any way to affect the validity of these terms and conditions. No waiver of any provision or breach of these terms and conditions shall be deemed to be a waiver of any other provision or breach.

25. **NOTICES.** Any notice to be given hereunder shall be deemed sufficiently served when reduced to writing and either hand delivered or sent by registered or certified United States mail, addressed to the recipient party at the address provided by such party.

26. **ASSIGNMENT.** Supplier shall not delegate, assign or otherwise dispose of an interest in or under any Purchase Order without the prior written consent of Buyer.

27. **ADVERTISING.** Supplier shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact the Supplier has contracted to furnish Buyer the Materials and/or Services.

28. **GOVERNING LAW.** The Purchase Order shall be construed in accordance with the laws of the state of Delaware, without giving effect to the principles of conflict of laws. In the event of a dispute between the parties, such dispute shall be exclusively decided in the state or federal courts located in the state of Delaware and each party hereby consents to the jurisdiction of such courts.

29. **ENTIRE AGREEMENT.** The Purchase Order and these terms and conditions contain the entire agreement between the parties and supersedes all prior contracts, agreements or understandings between the parties with respect to the subject matter herein. There are no oral representations, stipulations, warranties, agreements or understandings with respect to the subject matter of the Purchase Order which are not fully expressed herein.

30. **NO MODIFICATION.** No amendment, addition to, alteration, modification or waiver of all or any part of these terms and conditions shall be of any force or effect, whether by course of conduct or otherwise, unless in a writing and signed by Buyer and Supplier.

**Terms and Conditions applicable only to Buyer purchases of Materials:**

1. **SHIPMENTS OF MATERIALS/UNIT OF MEASURE.** All Materials purchased hereunder shall be delivered to Buyer DAP Buyer's site per the Incoterms® 2010, unless otherwise agreed by the parties. Material shall be supplied in the units of measure specified in Buyer's Purchase Order and Supplier's documentation and data shall also refer to such units of measure, unless otherwise agreed to by Buyer.

2. **DELIVERY/PACKAGING PROCEDURE.** Supplier and Buyer shall agree upon required delivery procedures for Materials purchased hereunder. Supplier shall use its own trucks, contract carriers and/or common carriers as agreed to by Buyer. Drivers and other delivery personnel are required to abide by Buyer's safety regulations, confidentiality obligations

and rules of conduct while on Buyer's property, in addition to all rules and regulations imposed by law. Supplier shall be responsible for proper packaging of all Materials to be delivered to Buyer. All Material packaging (boxes, bags, envelopes, etc.), loose pieces of material and packing lists shall be identified by Buyer's Purchase Order/ number, and Buyer's Purchase Order Line Item Number as well as Supplier's and/or Manufacturer's Part Number. Supplier agrees to include Buyer's item description on all packing slips.

3. **RETURNS/EXCESS QUANTITIES.** Buyer may, at its discretion, return any Materials for any reason whatsoever, if in same condition as received from Supplier, within thirty (30) days of receipt by Buyer. Seller shall refund Buyer for the purchase price of such returned Material. Buyer shall not be liable for payment for Materials delivered to Buyer that are in excess of quantities specified on any Purchase Orders. Supplier agrees to accept for return, at its expense including transportation charges, excess Materials delivered to Buyer, providing such merchandise is in same condition as received from Supplier. If Supplier refuses the return thereof, the excess Materials shall be deemed abandoned by Supplier and Buyer may dispose of the same without further liability to Supplier.

4. **CONFLICT MINERALS.** Supplier represents, warrants, certifies and covenants that, if applicable, (a) Supplier complies with Section 1502 of the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 ("Dodd-Frank") and its implementing regulations and any other applicable country laws relating to "conflict minerals" (columbite-tantalite (coltan), cassiterite, gold, wolframite or their derivatives including tungsten, tin and tantalum) mined in the Democratic Republic of Congo or its adjacent countries; (b) Supplier has or will establish an effective program to ensure that any suppliers it utilizes to provide any goods or services that will be incorporated into products or services supplied hereunder will be in conformance with the requirements of 7(a) (i) to (xii) of Dodd-Frank cited above; (c) no materials supplied hereunder will contain any conflict minerals mined in the Democratic Republic of Congo or its adjacent countries unless Supplier certifies that such conflict minerals are conflict-free; and (d) from time to time, at Buyer's request, Supplier shall provide certificates to Buyer relating to compliance with any applicable legal and end-customer reporting requirements, including those listed in Section 7(a) of Dodd-Frank.

5. **EXPORT COMPLIANCE.** In performing its obligations hereunder, Supplier shall comply with all applicable national or international "Export Compliance Laws and Regulations" as defined hereafter. Supplier shall inform Buyer of the export classification of any controlled Materials. Notwithstanding any other provision of these terms and conditions to the contrary, should Supplier fail to meet its obligations, Supplier shall defend, indemnify, and hold harmless Buyer from any and all claims, losses or expenses (including reasonable attorneys' fees) caused to Buyer and Buyer's customers. In addition, Buyer may, without incurring any further liability terminate the Purchase Order with immediate effect if Supplier becomes in any way sanctioned, restricted or prohibited by Export Compliance Laws and Regulations. For the purpose of this Section, "Export Compliance Laws and Regulations" mean any economic sanctions, prohibitions, conventions, treaties and/or import or export restrictions imposed by the United Nations (UN), the United States (U.S.), the European Union (E.U.) and by any applicable country laws; this includes, but is not limited to, import and export restrictions related to military

and dual-use items and technologies, chemical precursors (drugs and explosives), dangerous chemicals and pesticides, and substances that deplete the ozone layer.

(October 2019)