

**THESE TERMS AND CONDITIONS
APPLY TO THE PURCHASE OF
GOODS OR SERVICES BY
ABRASIVE FROM SUPPLIERS.**

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STANDARD TERMS & CONDITIONS OF PURCHASE

1. **PURPOSE.** All sales of goods or services by supplier (“**Seller**”) to any entity or affiliate entity of the family of Abrasive Technology companies, including without limitation: Abrasive Technology, LLC, Abrasive Technology Ltd., Abrasive Technology Aerospace, LLC, Precision Swiss, and/or Abrasive Technology Mexico LLC (hereinafter referred to collectively or individually as “**Buyer**”) are subject to these terms and conditions (“**Terms**”). Buyer’s acceptance of these Terms is made by accepting the Order or otherwise commencing performance or delivery or providing Goods or Services pursuant to any purchase order or other similar document (“**Order**”), or any other manifestation of Seller’s assent to the Terms or the Order, whichever occurs first shall be deemed an effective mode of acceptance of this Agreement. These Terms apply to the purchase and sale of the goods or services (“**Goods or Services**”) identified on the Order. The Order may attach additional documentation pertaining to the Goods or Services, including the Medical Device Material Purchasing Spec or Aero Purchasing Spec, if applicable. The Order is not binding on Buyer until Seller accepts the Order as provided in this Section.
2. **ENTIRE AGREEMENT.** The Order, these Terms, and other similar document (including the Medical Device Material Purchasing Spec or Aero Purchasing Spec, if applicable) (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. Any counteroffer is hereby rejected. No course of performance, course of dealing, or usage of trade shall be applicable unless expressly incorporated in this Agreement.
3. **PRICE.**
 - 3.1. The price of the Goods and Services is the price stated in the Order (the “**Price**”). If no price is included in the Order, the Price shall be the price set out in Seller’s published price list in force as of the date of the Order.
 - 3.2. Unless otherwise specified in the Order, the Price includes all fees and applicable taxes, including, but not limited to, all sales, use or excise taxes, and all fees for drayage, shipping, packaging, labeling, customs duties, taxes, storage insurance, boxing and crating. No increase in the Price is effective, whether due to increased material, labor, or transportation costs or otherwise, without the prior written consent of Buyer.
 - 3.3. Seller represents and warrants that the Price sold to Buyer hereunder is not less favorable than those currently extended to any other customer for the same or similar articles in similar quantities. In the event Seller reduces its price for such Goods or Services during the term of this Agreement, Seller agrees to reduce the Price hereof correspondingly.
4. **PAYMENT.**
 - 4.1. Seller shall issue an invoice to Buyer on or any time after the completion of delivery and performance of the applicable Goods and Services, and only in accordance with this Agreement.
 - 4.2. Buyer shall pay all properly invoiced and undisputed amounts due to Seller within sixty (60) days after Buyer’s receipt of such invoice. The parties shall seek to resolve all disputes expeditiously and in good faith. Seller shall continue performing its obligations under the Order notwithstanding any dispute. All payments hereunder must be in US dollars.
 - 4.3. All claims for money due or to become due from Buyer shall be subject to deduction or set off by Buyer by reason of any counterclaim arising out of this or any other Agreement with Buyer.
5. **ORDER CHANGES.** Buyer shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation in the Order. If any such changes cause an increase in Price or the time required for performance on the Order, an equitable adjustment shall be made to the Order, subject to Buyer’s written approval. Seller agrees to accept any such changes subject to this Section.
6. **PROCESS CHANGES.** Seller will promptly provide written notice to Buyer of any potential changes (“**Process Changes**”) in the design, materials, manufacturing location, manufacturing equipment, production process, subcontracting, or any other processes related to the Goods or Services, or the labeling or packaging of the Goods or Services, as it becomes aware of the need for such Process Changes. Notwithstanding the foregoing, before implementing any such Process Changes, Seller must provide Buyer with at least six (6) months’ notice of such Process Change, with a detailed plan for implementing such Process Change, for Buyer’s approval. Seller will not make any Process Changes without Buyer’s prior written approval. Seller will afford Buyer the opportunity to purchase any quantity of any retired Good or Service as a last-time buy, on the pricing and terms set forth in this Agreement, for delivery at any time during the subsequent two (2) years. Seller will flow down the requirements in this Agreement in all its subcontracts and purchase orders for purchased goods or process-related services required for the Goods and Services.
7. **DELIVERY.**
 - 7.1. Delivery shall be made at the delivery address identified in the Order on the date identified on the

Order. Time is of the essence.

- 7.2. Any delivery made more than three (3) days after the date specified on the Order shall be deemed late.
- 7.3. If any part of the Goods or Services delivered by Seller is delivered late, or otherwise does not comply with the terms and conditions of this Agreement or the Order as to quality, quantity, or otherwise, Buyer may at its option: (a) agree to a new delivery date; (b) reject and return all or any part of the Goods or Services for full credit, including freight, at Seller's expense; (c) terminate the Order immediately, without liability to Seller, by providing written notice to Seller; and/or (d) at Buyer's option, utilize all or any part of said Goods or Services, holding Seller liable for all damages resulting from Seller's failure to comply.
- 7.4. Delivery shall not be made earlier than seven (7) days prior to the requested delivery date on the Order, unless specified by Buyer.
- 7.5. Buyer reserves the right to accept or reject partial shipments. Any such rejected Goods or Services shall be returned to Seller at Seller's risk and expense. Seller shall in no event deliver to Buyer less than the quantity of Goods or Services ordered except with Buyer's express prior written consent, which may be withheld in Buyer's discretion.

8. SHIPPING TERMS.

- 8.1. All Goods and Services shall be delivered in accordance with Buyer's instructions or, in the absence of such instructions by the route generating the lowest transportation charge. If specific routing is indicated and not complied with, all extra cartage will be charged against Seller.
- 8.2. In the event Seller does not follow the delivery instructions on the Order, which results in Goods and Services arriving late or at incorrect locations, the Goods and Services will be reshipped at Seller's expense.
- 8.3. Buyer reserves the right to designate the carrier and routing with respect to all Goods or Services to be delivered hereunder. If Seller ships via a carrier not approved by Buyer, this Agreement will be automatically converted to a prepaid contract and Buyer shall have no obligation to reimburse Seller for the freight charges paid by Seller to such unapproved carrier.
- 8.4. Seller shall give written notice of shipment to Buyer when the Goods or Services are delivered to a carrier for transportation. Seller shall provide Buyer all shipping documents, including, but not limited to, the commercial invoice, packing list, and any other documents necessary to release the Goods or Services to Buyer within two (2) business days after Seller delivers the Goods or Services to the carrier.
- 8.5. When the Price includes the cost of delivery, or require shipment with freight prepaid, the shipping rates charged to Buyer shall be the lowest available rates, taking into account all available discounts.
- 8.6. When usual terms of tariffs involving carriage via water do not include insurance, shipments must be properly insured by Seller.
- 8.7. If, in order to comply with Buyer's required delivery

date, it becomes necessary for Seller to ship by a more expensive way than specified in the Order, any increased transportation costs resulting therefrom shall be paid for by Seller unless the necessity for such rerouting or expedited handling has been reasonably caused by Buyer.

8.8. In the event of an embargo, Seller shall contact Buyer's Compliance Department immediately for instructions.

8.9. All Goods or Services shall be packed for shipment in accordance with the Order and applicable law and industry standards and according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods or Services are delivered in undamaged condition. Seller must provide Buyer prior written notice if it requires Buyer to return any packaging material. Any return of such packaging material shall be made at Seller's expense.

9. IMPORT REQUIREMENTS.

9.1. Seller shall provide Buyer with an appropriate certification stating the country of origin for Goods or Services, sufficient to satisfy the requirements of the customs authorities of the country of receipt, and any applicable export licensing regulations, including those of the United States.

9.2. Seller shall mark the Goods or Services (or the container) with the country of origin. Seller shall, in marking the products, comply with the requirements of the customs authorities of the country of receipt.

9.3. If any Goods or Services are imported, Seller shall, when possible, allow Buyer to be the importer of record. If Buyer is not the importer of record and Seller obtains duty drawback rights to the Goods or Services, Seller shall, upon Buyer's request, provide Buyer with documents required by the customs authorities of the country of receipt to prove importation and to transfer duty drawback rights to Buyer.

10. **INSPECTION.** Inspection and rejection of nonconforming Goods or Services. Buyer has the right to inspect the Goods and Services on or after the delivery date. Buyer, at its sole option, may inspect all or a sample of the Goods or Services, and may reject all or any portion of the Goods if it determines the Goods or Services are damaged, defective, or otherwise nonconforming. If Buyer rejects any portion of the Goods or Services, Buyer has the right, at its sole option and effective upon written notice to Seller, to: (a) terminate the Order in its entirety, without liability to Seller; (b) accept the Goods or Services at a reasonably reduced price; or (c) require repair or replacement of the rejected Goods or Services. If Buyer requires repair or replacement of the Goods or Services, Seller shall, at its risk and expense, promptly repair or replace the rejected Goods or Services and pay for all related expenses, including, but not limited to, transportation charges for the return of the rejected Goods or Services and the delivery of repaired or replacement Goods or Services. If Seller fails to timely deliver repaired or replacement Goods or Services, Buyer may replace them with goods or services from a third party and charge Seller the cost thereof and terminate the Order for cause. For the avoidance of doubt, Buyer shall be under no duty to inspect the Goods or Services before their use in manufacture and/or resale, and the

processing, manufacture or resale shall not constitute an acceptance of the nonconforming Goods or Services or a waiver of any claim. Any exercise by Buyer of its rights and remedies under this Section shall not reduce Seller's obligations or Buyer's rights and remedies under the Order or applicable law, and Buyer shall have the right to conduct further inspections after Seller has carried out any remedial actions.

- 11. TITLE AND RISK OF LOSS.** Risk of loss shall pass to Buyer upon acceptance of the Goods or Services by Buyer at the location specified in the Order. Seller shall bear the risk of loss and damage to all Goods or Services to be supplied hereunder until final acceptance by Buyer. Buyer shall have equitable title to all such Goods or Services with respect to which Buyer shall have made any partial or progress payments.
- 12. WARRANTY.** Seller represents, warrants, and covenants to Buyer that: (a) all Goods or Services will: (i) be free from any defects in workmanship, material, and design; (ii) conform to applicable specifications, drawings, designs, samples, and other requirements specified by Buyer; (iii) be fit and safe for their intended purpose and operate as intended; and (iv) be merchantable; (b) no claim, lien, or action exists or is threatened against Seller that would interfere with Buyer's use or sale of the Goods or Services; (c) the Goods or Services do not and will not infringe or misappropriate any third party's patent or other intellectual property rights; (d) Buyer will receive good and valid title to the Goods, free and clear of all encumbrances and liens of any kind; (e) all Goods or Services will conform to any statements made on the containers or labels for such Goods or Services, or advertisements for such merchandise, and that any merchandise will be adequately contained, packaged, armed and labeled; and (f) Seller will comply with the quality system and quality assurance procedures set forth by the quality management system of Buyer. In the event that Buyer has previously purchased Goods or Services of the same description from Seller, Seller agrees that the merchandise to be delivered hereunder shall be identical in all respects to the Goods or Services previously ordered, unless otherwise agreed in writing. Seller's warranty shall run to Buyer, its successors, assigns and customers, and users of products sold by Buyer. These warranties survive any delivery, inspection, acceptance, or payment of or for the Goods or Services by Buyer. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods or Services with the foregoing warranties. If Buyer gives Seller notice of noncompliance with this Section, in addition to other remedies available to Buyer under the Order or at law or equity, Seller shall, at its own cost and expense, promptly replace or repair the defective or nonconforming Goods or Services and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods or Services to Buyer. In the event Seller fails to correct defects in or replace nonconforming merchandise promptly, Buyer, after reasonable notice to Seller, may make such corrections or replace such merchandise and charge Seller for the cost

incurred by Buyer in doing so.

- 13. THIRD-PARTY COMPONENTS.** To the extent that any Good or Service contains any input, materials, element, or service that is that is obtained from a third-party ("**Component**"), Seller shall take all actions necessary to cause Buyer, any Buyer business unit, Buyer subsidiary, and any Buyer customer or other designee to be a third-party beneficiary of all warranties from such third parties or otherwise related to such Component, it being acknowledged by Seller that the foregoing third-party warranty shall be in addition to, and not in lieu of, all other warranties provided by Seller in this Agreement. Seller is solely responsible for ensuring that all Components meet the requirements of this Agreement. Any Component that fails to meet these requirements will be deemed to be a non-conforming good.
- 14. COUNTERFEIT.** Seller represents and warrants that the Goods or Services, and any Component thereof, will not contain Counterfeit Items. "**Counterfeit Items**" mean Goods or Services, or any Component thereof, that (a) are unauthorized copies or substitutes of an original equipment manufacturer ("**OEM**") item; (b) are not produced in accordance with, or do not contain the proper materials or components as specified on, the OEM's specifications or design; (c) are used, refurbished, or reclaimed, but which are represented as being new; or (d) are labeled, logoed or marked to mislead or deceive a reasonable person into believing a non-OEM item is genuine.
- 15. TERMINATION FOR CONVENIENCE**
- 15.1.** Buyer reserves the right to terminate this Agreement or any part hereof for its sole convenience upon notice to Seller ("**Notice of Termination**"). In the event of such termination, Seller shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease work.
- 15.2.** Seller shall be paid a reasonable termination charge, determined in Buyer's sole discretion, consisting of a percentage of the Order price reflecting the percentage of the work performed prior to the notice of termination. Seller shall not be paid for any work done after receipt of the Notice of Termination, nor for any costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided
- 15.3.** Any applicable invoices resulting from termination must be received within thirty (30) days after receipt of the Notice of Termination.
- 16. TERMINATION FOR CAUSE**
- 16.1.** Buyer may terminate this Agreement or any part hereof for cause in the event Seller fails to comply with any of the terms and conditions of this Agreement, or in the event Seller becomes insolvent, is generally unable to pay, or fails to pay, its debts as they become due, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors (each, for "**Cause**").
- 16.2.** For the avoidance of doubt, late deliveries, deliveries of Goods or Services which are defective or which do not conform to this Agreement, and failure to provide Buyer, upon request, of reasonable assurance of future performance shall all constitute Cause allowing Buyer

to terminate this Agreement for Cause.

- 16.3.** In the event of a termination for Cause, Seller's sole and exclusive remedy is payment for the conforming Goods or Services received and accepted by Buyer prior to the termination. Seller shall be liable to Buyer for any and all damages sustained by reason of the default which gave rise to the termination.
- 17. SAFETY INFORMATION.** All Goods and Services supplied by Seller to Buyer must comply fully with all safety requirements as set forth by Ohio and applicable U.S. federal law, and other applicable laws and regulatory requirements. If any item(s) provided pursuant to this Agreement is a hazardous chemical, as defined under 29 CFR 1910.1200, Seller must provide Buyer with a copy of the Material Safety Data Sheet for each item shipped.
- 18. CONFIDENTIALITY.** All non-public, confidential or proprietary information of Buyer or otherwise provided or made available by Buyer or its representatives or designees, including but not limited to the terms of this Agreement, and any and all specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, and is made available solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Buyer in writing. For the avoidance of doubt, Buyer's confidential information includes all personal information of or otherwise relating to a Buyer employee, representative, or other individual provided or otherwise made available to or accessed by Seller. Without limiting the forgoing restrictions and Seller obligations, Seller shall not use, retain, disclose, or otherwise process Buyer confidential information for any purpose other than solely to the extent necessary to provide the Goods or Services to Buyer pursuant to the Agreement, in each case in compliance with this Agreement and applicable law. For the avoidance of doubt, Goods or Services to be furnished to Buyer's patterns, specification, designs, or drawings shall not be furnished to or quoted to any other person or concern. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Seller shall and shall cause its suppliers and subcontractors to have and adhere to commercially reasonable written information security guidelines, and Seller shall notify Buyer promptly under the circumstances, however no later than the first of (i) as required by law; or (ii) two (2) business days after discovering such event, of any unauthorized access or breach of system security, unauthorized access of Buyer confidential information or misuse of Buyer confidential information by an employee, agent, supplier or subcontractor with access to such information, and Seller agrees to take all actions reasonable under the circumstances necessary to immediately prevent continued risk exposure to such information. Buyer shall be entitled to injunctive relief for any violation of this Section. Seller shall notify Buyer immediately upon Seller's discovery of any unauthorized disclosure of Buyer's confidential information. This Section does not apply to information that is: (a) in the public domain; (b) known to Seller at the time of disclosure; or (c) rightfully obtained by Seller on a non-confidential basis from a third party.
- 19. PROPRIETARY INFORMATION.** Buyer retains all ownership, license and other rights to all trademarks, copyrights, designs, specifications, drawings, logos, and other intellectual property furnished or otherwise made available to Seller by Buyer or related to the Goods or Services ("Buyer's IP"). Seller shall not acquire any intellectual property interest or goodwill from the use of Buyer's IP under this Agreement. Seller shall have the right to use Buyer's IP in accordance with this Agreement and the instructions of Buyer solely as necessary to perform under this Agreement.
- 20. PUBLICITY.** Seller shall not issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement, or, unless expressly permitted under this Agreement, otherwise use Buyer's trademarks, in each case, without the prior written consent of Buyer. In the event of Seller's breach of this Section, in addition to all other rights and remedies, Buyer shall be entitled to injunctive relief and Buyer shall have the right to cancel the undelivered portion of any Goods or Services covered by this Agreement (and any other agreement the parties are under) and shall not be required to make further payments to Seller except for conforming Goods or Services delivered prior to termination. Buyer shall be entitled to injunctive relief for any violation of this Section.
- 21. RECORDS; INSPECTION.**
- 21.1.** Seller will, and will cause each of its suppliers and subcontractors to, maintain and retain suitably detailed, accurate books and records pertaining to the Goods or Services and the performance of its obligations under the Agreement for a period of seven (7) years after the final delivery or termination of this Agreement, for the period prescribed by applicable law, or for the period referenced on or through the Order or other similar document (including without limitation the Medical Device Material Purchasing Spec or Aero Purchasing Spec, if applicable), whichever period is longer.
- 21.2.** Seller hereby grants to Buyer, Buyer's customers, regulatory authorities, and each of their authorized representatives, access to Seller's premises and all pertinent documents and other information, whether stored in tangible or intangible form, including any books, records, and accounts, in any way related to Seller's performance under this Agreement, the Goods or Services, or any payment or other transaction occurring in connection with this Agreement, for the purpose of auditing Seller's compliance with the terms of this Agreement, including Seller's charges for Goods or Services, or inspecting or conducting an inventory of finished Goods or Services, work-in-process or raw-material inventory. Seller agrees to cooperate fully with Buyer in connection with any such audit or inspection.
- 21.3.** Seller shall reimburse Buyer for all amounts associated with errors discovered during an audit. In addition, Seller shall reimburse Buyer for the amount of Buyer's reasonable costs and expenses incurred in conducting

the audit if the results of such audit indicate that such discrepancy is greater than 3% of the total amount actually payable by Buyer for the period examined.

- 22. INDEMNIFICATION.** Seller shall defend, indemnify, and hold harmless Buyer, and its subsidiaries, affiliates, successors or assigns (collectively, “**Indemnitees**”) against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost, or expense, including, but not limited to, reasonable attorney and professional fees and costs and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, “**Losses**”), arising out of or occurring in connection with, or resulting in any way from (a) the Goods or Services and Buyer’s use thereof, (b) or Seller’s negligence, willful misconduct, or breach of this Agreement; or (c) any claim that any intellectual property used in the design or production of the Goods or Services, or that is embodied in the Goods or Services, infringes any intellectual property right of a third party. Seller shall not enter into any settlement without Buyer’s or, as applicable, another Indemnitee’s prior written consent.
- 23. LIMITATION ON LIABILITY.** In no event shall Buyer be liable for anticipated profits or for incidental or consequential damages. Buyer’s liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Agreement or from the performance or breach thereof shall in no case exceed the price allocable to the merchandise or a unit thereof which gives rise to the claim. Buyer shall not be liable for penalties of any description. Any action resulting from any breach on the part of Buyer as to the Goods or Services delivered hereunder must be commenced within one (1) year after the cause of actions has accrued.
- 24. INSURANCE.** Seller shall maintain all necessary insurance coverages, including public liability and Workman’s Compensation insurance covering Seller’s employees or persons under contract to Seller. Seller shall defend, indemnify and hold harmless Buyer from any and all claims or liabilities arising out of the work covered by this paragraph including all claims or liabilities arising out of the use of Seller’s tools, equipment or other facilities.
- 25. INDEPENDENT CONTRACTORS.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- 26. ASSIGNMENT.** Seller shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Buyer may at any time assign, transfer, delegate, or subcontract any or all of its rights or obligations under this Agreement without Seller’s prior written consent.
- 27. COMPLIANCE WITH LAWS**
- 27.1.** Seller, in performing the work required by this

Agreement, agrees to comply with the nondiscrimination provisions of Executive Orders 11246, 11141, 11625, 12138, 11758 and 11701, and any subsequent amendments thereof and to comply with the Rules and Regulations issued thereunder; and agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin, handicap or veteran status.

- 27.2.** Seller represents that by acceptance of this Agreement it and its suppliers and subcontractors has, and will continue during the performance of this Agreement to comply with the provisions of all Federal, State, local, and foreign laws and regulations applicable to the performance of its obligations pursuant to the Agreement, the goods or services, or otherwise from which liability may accrue to Buyer from any violation thereof, including without limitation the requirements referenced on the applicable purchase order or similar document, (including without limitation the Medical Device Material Purchasing Spec or Aero Purchasing Spec, if applicable), including without limitation the Federal Acquisition Regulation (“**FAR**”) and Defense Federal Acquisition Regulation Supplement (“**DFARS**”) provisions listed and any other FAR and DFARS provisions listed or otherwise referenced therein.
- 27.3.** Supplier shall comply with all export and import laws of all countries involved in the sale of goods or provision of services under this Agreement. Supplier assumes all responsibility for shipments of Goods or Services requiring any government import clearance. Buyer may terminate this Agreement in whole or in part, if any government authority imposes antidumping duties, countervailing duties or any retaliatory duties on the goods.
- 27.4.** Seller represents and warrants to Buyer that Seller and its officers, directors, employees, agents, suppliers, and subcontractors, and anyone acting on its or their behalf (“**Representatives**”) are and shall remain in compliance with all applicable anti-bribery, anti-corruption, and ethical laws, including without limitation the U.S. Foreign Corrupt Practices Act (collectively, “**Ethical Legislation**”). Seller represents that Representatives have not made or received, and will not make or receive, directly or indirectly, any payments, loans, gifts, favors or other special consideration or form of compensation (a) to or from Buyer, to its employees, agents or representatives, other than payments set forth in this Agreement or other written contractual agreement between Seller and Buyer; or (b) to or from any governmental official or other third party for the purpose of influencing the performance by Seller or Buyer of its respective duties hereunder, or such third party. Seller represents that it and its suppliers and subcontractors have and shall maintain adequate written procedures designed to prevent any person working for or engaged by Seller or such supplier or

subcontractor or any third party connected to the Seller's performance of its obligations pursuant to this Agreement, from engaging in any activity, practice or conduct which would violate Ethical Legislation.

injunctive relief, specific performance and any other relief that may be available from any court in the United States, Canada, or any other jurisdiction, in addition to any other remedy to which Buyer may be entitled at law or in equity.

- 27.5. Seller represents and warrants that Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Agreement, and it shall cause its suppliers and subcontractors to do the same.
- 27.6. Upon Buyer's request, Seller shall promptly provide to Buyer, in such form and detail as Buyer requests, a list of all ingredients and materials incorporated in the Goods or Services, the amount of such ingredients and materials, and information concerning any changes in or additions to such ingredients and materials. Without limitation of the foregoing, upon Buyer's request, Seller shall provide to Buyer all information (in sufficient detail), with written certifications thereof, to enable Buyer to timely comply with all of Buyer's and Buyer's customers' due diligence, disclosure and audit requirements under Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "**Dodd-Frank Act**") and Rule 13p-1 and Form SD under the Securities Exchange Act of 1934, and all similar, applicable statutes and regulations, including due inquiry of Seller's supply chain (and certifications by such suppliers) identifying conflict minerals (as defined in Section 1502(e)(4) of the Dodd-Frank Act) contained in each good and service and the country of origin of such conflict minerals.
- 27.7. Seller shall ensure that persons are aware of their contribution to product or service conformity; their contribution to product safety; and the importance of ethical behavior.
28. **GOVERNING LAW/FORUM.** Notwithstanding the place where this Agreement may be executed or performed, this Agreement shall be deemed to be made under the laws of the State of Ohio, and the construction, validity and performance of this Agreement shall be governed in all respects by the laws of the State of Ohio, including without limitation its Uniform Commercial Code, and the laws of the United States of America, without regard to any principles of conflict of laws and specifically excluding the terms of the United Nations Convention on the International Sale of Goods. Any controversy or claim arising out of or relating to this Agreement, as well as any other dispute between the parties, shall be exclusively brought in a state court sitting in Franklin County, Ohio, USA. Each party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Notwithstanding the foregoing or anything to the contrary contained herein, Seller acknowledges that a breach by Seller of this Agreement may cause Buyer irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, Buyer will be entitled to seek equitable relief, including a restraining order,

Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary. The parties hereby confirm their express agreement that this Agreement and all documents directly or indirectly related thereto shall be drawn up in English. LES PARTIES RECONNAISSENT LEUR VOLANTE EXPRESSE QUE LA PRESENTE CONVENTION AINSI QUE TOUS LES DOCUMENTS QUI S'Y RATTACHENT DIRECTEMENT OU INDIRECTEMENT SOIENT REDIGES EN LANGUE ANGLAISE.

(including Covid-19), government order, embargo, or other cause beyond Buyer's control, Buyer may at its option, cancel any undelivered portion of this Agreement or delay delivery or acceptance occasioned by said causes. Seller shall hold such Goods or Services at the direction of Buyer and shall deliver it when the cause affecting the delay has been removed.

- 29. USE OF ELECTRONIC TRANSMISSIONS.** Buyer and Seller agree that the use of electronic transmission, including, but not limited to, e-mail or other transmissions via the Internet or World Wide Web, in entering into and in exercising their rights and performing their obligations under this Agreement is in the best interests of all of the parties and shall be permissible, notwithstanding any requirement of the Uniform Commercial Code or any other applicable law that might otherwise be considered unsatisfied as a result of the utilization of such media. A signed copy of this Agreement delivered by e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- 30. NOTICES.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), email (with confirmation of receipt), or certified or registered mail (return receipt requested, postage prepaid). Except as otherwise provided in the Order, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
- 31. WAIVER.** Buyer's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or Buyer's waiver of any breach hereunder shall not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type.
- 32. AMENDMENT AND MODIFICATION.** These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.
- 33. SURVIVAL.** Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the parties contained in this Agreement shall survive its expiration or earlier termination; and (b) any provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.
- 34. FORCE MAJEURE.** In the event of discontinuance of Buyer's business in whole or in part by reason of fire, flood, tempest, earthquake, war, act of God, epidemic, pandemic