

Industrial Scientific (“Buyer”) Terms and Conditions of Purchase

In this Purchase Order (“Order”), “Seller” means the party to whom this Order is issued. Buyer and Seller may be collectively referred to as the “Parties” or individually as a “Party.”

1. **PRICING:** This is a firm price Order good for one (1) year from date of Purchase Order. In the absence of indication of price by Buyer, Seller must not fill this Order at a price higher than last quoted or charged to Buyer without Buyer's written consent. Seller represents that the prices charged for the items or service covered by this Order are not higher than prices charged for the items or services on similar terms and conditions to other purchasers and that the prices comply with applicable government regulations in effect at the time of Order placement, sale and delivery. This Order is not exclusive and Seller agrees that Buyer and/or its affiliates may, in their sole discretion, purchase products and/or services from a third party vendor that are similar or identical to the products and/or services covered under this Order.
2. **PAYMENT TERMS:** If not otherwise stipulated on the front of this Order or in an attachment or addendum, payment terms are two percent (2.0%), ten (10), net sixty (60) days. Buyer will receive a two percent (2.0%) discount on all Invoices provided Buyer pays Seller within ten (10) days of receipt of goods by Buyer or within ten (10) days of rendition of Services. If Buyer does not pay Seller within ten (10) days, the normal pricing structure governs with payment due in sixty (60) days. Payment to all domestic suppliers will be made through an Automatic Check Clearinghouse (i.e. ACH Transfer) using Buyer's eInvoicing protocols; payment to all foreign suppliers will be made commercial check, wire transfer or some other means that is mutually beneficial. Buyer may withhold payment of any charges that it disputes in good faith. Payment of any charges by Buyer shall not be deemed an approval of such charges and Buyer may later dispute such charges, nor shall Buyer's payment of charges relieve Seller of any off its warranties or other obligations under this Order.
3. **DOCUMENT PRECEDENCE & ATTACHMENTS:** Documents designated by Buyer including supplemental terms and conditions, if any, are incorporated herein by reference the same as if set out in full herein. Should any ambiguity or inconsistency exist in any portion of this Order, including any supplemental terms and conditions or other documents attached hereto, the following precedence of documents shall apply to eliminate any such ambiguity or inconsistency: (1) the face of this Order; (2) attachments containing specifications; (3) attachments containing special terms and conditions including, without limitation, pricing or payment terms; and (4) these General Purchase Order Terms and Conditions.
4. **CHANGES:** The Buyer reserves the right at any time to change by written or electronic notification any of the following: (a) Specifications, drawings and data incorporated in this Order where the items to be furnished are to be specially manufactured for the Buyer; (b) quantity; (c) methods of shipment or packaging; (d) place of delivery; (e) time of delivery; or (f) any other matters affecting this Order.
5. **TERMINATION:**
 - (a) Upon ten (10) days prior written notice to Seller, Buyer may terminate this Order for its convenience, in whole or in part, at any time with written or electronic notice to Seller. Upon receipt of such termination, Seller shall promptly comply with the directions contained in such notice and shall, as required, (1) take action necessary to terminate the work as provided in the notice, minimizing costs and liabilities associated with such termination, (2) protect, preserve and deliver in accordance with Buyer's instructions any property related to the Order in Seller's possession, and (3) continue the performance of any part of the work not terminated by Buyer.
 - (b) Upon thirty (30) days prior written notice to Seller, Buyer may terminate this Order for default, in whole or in part: (1) If Seller fails to deliver items and material or perform the services required according to the terms and conditions contained herein and fails to cure such default within a commercially reasonable time period, or (2) if, at any time, reasonable grounds for insecurity arise as to Seller's ability to fully perform (including timely performance) within ten (10) days after Buyer's

written demand for adequate assurance. Buyer may also terminate for default if Seller becomes insolvent or makes an assignment for the benefit of creditors or commits an act of bankruptcy or files or has filed against it a petition in bankruptcy or for reorganization proceedings.

(c) On termination for Buyer's convenience, Seller at the time of termination may have in stock or on firm order completed or uncompleted items or raw, semi-processed or completed materials for use in fulfilling this Order. (1) For completed items or materials, Buyer shall either require delivery of all or part of the completed goods and make payment at the Order price, or (without taking delivery) pay Seller the difference, if any, between the Order price and the market price (if lower) at the time of termination. (2) For uncompleted items or raw or semi-processed materials, Buyer shall either require Seller to deliver all or part of such goods at the portion of the Order price representing the stage of completion, or (without taking delivery) pay Seller for such goods which are properly allocable to this Order a portion of the Order price representing the stage of completion, reduced by the higher of the market or scrap value of the goods at that stage of completion. (3) For goods which Seller has on firm order, Buyer may at its option either take an assignment of Seller's right under the Order or pay the cost, if any, of settling or discharging Seller's obligation under the Order. (4) In all cases, if Buyer elects to not take delivery of materials, Seller shall return all purchased materials to its suppliers. Buyer shall have no responsibility to make any payments for materials that are not available for its inspection. If Buyer terminates for default, Seller shall be liable for additional costs, if any, for the purchase of such similar goods and services to cover such default. Payments to Seller required by this section 5 shall be the sole and exclusive remedy available to Seller in the event of a termination by Buyer.

(d) Buyer's rights and remedies regarding termination under this Order shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Order.

6. **ASSIGNMENT:** Seller may not assign, transfer or subcontract this Order or any right or obligation hereunder without Buyer's prior written consent. Any purported assignment, transfer or subcontract shall be void and ineffective.

7. **DELIVERY:** Unless otherwise stated on this Order, for both domestic and international Orders delivery shall be Delivered at Place INCOTERMS 2010, ("DAP") Buyer's Oakdale offices, from supplier location and shipped to 151 Crown Court, Oakdale, Pennsylvania 15071 USA or such other Buyer destination as Buyer may, in its sole discretion, designate DAP. Time is of the essence in the performance of Seller's obligations under this Order. Seller recognizes that Buyer utilizes "Just In Time" scheduling and Seller accepts complete responsibility to deliver materials meeting all referenced standards within three (3) business days before the stated material due date. Seller shall furnish sufficient labor and management forces, plant, and equipment and shall work such hours (including night shift, overtime, weekend and holiday work without a premium) as may be required to assure timely delivery.

(a) In the event that Seller's overall On Time Delivery performance, as measured monthly by ISC falls below ninety-eight percent (98%) on-time for Products delivered on this Order, Seller agrees to reduce the Purchase Contract unit price by five (5%) percent per occurrence. A delivery is considerate late, when it is received at ISC or ISC's customer more than one day after the expressed Need-By-Date (i.e. Dock Date) on the issued Purchase Order.

8. **TRANSPORTATION:** Unless otherwise agreed, Seller must comply with Buyer's freight program using any freight forwarder designated by Buyer in this Order or identified by Buyer after submission of this Order but before delivery. Seller shall be liable for all excess shipping or demurrage charges resulting from failure to ship and route as instructed, including shipping prior to date required. Seller's obligations under this Order are not severable if delivery or performance occurs in installments. Buyer is not obliged to accept shipments sent C.O.D. without its consent and may return them at Seller's risk and cost.

9. **PACKAGING, PACKING LISTS AND BILLS OF LADING:** Seller shall be responsible for proper packaging, loading and tie-down to prevent damage during transportation. No additional charges shall be made for packing, crating or cartage unless stated on the front of this Order. Seller must bill all returnable containers on a separate memo invoice, and return transportation charges will be collect and

for Seller's account. Each shipment must be accompanied by a packing list and a commercial invoice completed in accordance with US Customs requirements and Buyer's weight and/or count will be accepted as final and conclusive on all shipments not accompanied by such packing list.

10. **EXCUSABLE DELAY/FORCE MAJEURE:** No Party is liable for any failure to perform its obligations under this Order if such performance has been delayed, interfered with or prevented by an event of Force Majeure. As used in this Section, "**Force Majeure**" means any circumstances whatsoever which are not within the reasonable control of the Party affected thereby, including without limitation an act of God, war, insurrection, riot, strike, lockout, or labor dispute, shortage of materials, fire, explosion, flood, government requisition or allocation, embargo, boycott, order or act of civil or military authority, legislation, regulation or administrative rules (including without limitation any Executive Order issued by the President of the United States), or any inability to obtain or maintain any governmental permit or approval. The Party who declares Force Majeure will give prompt notice to the other Party of such declaration. If the performance of any obligation has been delayed, interfered with or prevented by an event of Force Majeure, then the Party affected by such event will take such actions as are reasonably available to remove the event of Force Majeure or to mitigate the effect of such occurrence. If an event of Force Majeure occurs, the obligations of the Parties under this Order will be suspended during, but not longer than, the continuance of the event of Force Majeure. If such event (alone or extended by another event of Force Majeure) continues so that the obligations of the Parties remain suspended for a period of twenty (20) continuous days and, at the end of such period or at any time thereafter during which such suspension continues uninterrupted, any Party, in the exercise of reasonable judgment, concludes that there is no likelihood that the event of Force Majeure will be removed in the immediate future, then any Party may terminate this Order without liability to any other Party by giving to the other five (5) days' written notice of its intention to terminate.
11. **TAXES:** If the goods furnished under this Order are for resale (as indicated on the front of this Order), Buyer will pay any sales or use taxes imposed on such goods after delivery. Seller will pay all other taxes and duties imposed before acceptance or delivery to the destination point, whichever is later.
12. **PATENTS:** Seller shall, at its sole expense, defend any suit or proceeding brought against Buyer, its successors and assigns, based on any claim that any goods or any component part or services delivered or furnished hereunder infringes or violates in any manner any intellectual property right of any third party, including any US or foreign letters patent or trademark or copyright (excepting infringement or the like necessarily resulting from adherence to specifications furnished by Buyer). Buyer agrees to notify Seller in writing or electronically of any such claim and to provide such assistance, at Seller's expense, as may be reasonably required in defending the suit or proceeding. Seller shall pay all damages, costs and attorney fees awarded in any suit or proceeding. If the goods or any component part or service furnished hereunder are held to infringe and their use is enjoined, Seller shall, at its option and its own expense, (a) procure for Buyer and its successors and assigns, the right to continue using the goods/part/service, (b) replace them with substantially equivalent non-infringing goods/part/service *acceptable* to Buyer, or (c) modify them so they become non-infringing with substantially equivalent performance acceptable to Buyer. Absent (a), (b), or (c), Buyer reserves its rights at law and in equity, and at its option may return the infringing goods/part/service to Seller at Seller's expense and Seller promptly shall refund the purchase price to Buyer.
13. **QUALITY AND INSPECTION:** Seller understands that Buyer utilizes "Just In Time" scheduling which requires that all materials be delivered defect free and that Buyer may place the materials directly into production without further inspection. Seller shall perform any inspections required to ensure that no defective material is received by Buyer. Seller also assumes all costs for loss or damage to Buyer and indemnifies Buyer against loss for claims of products liability resulting from delivery by Seller of nonconforming materials to Buyer:
 - (a) Materials delivered hereunder shall meet or exceed all applicable API, ANSI, SAE, AST, NFPA, ASME, ASTM, UL and other industry or trade association standards, Buyer specifications and quality standards and the Seller's own internal quality standards and shall be merchantable and fit for their intended use. It shall be Seller's responsibility to identify any conflicts between any such standards

and/or specifications and bring those to the attention of Buyer in writing. All goods furnished hereunder will be subject to Buyer's final inspection and approval, irrespective of payment date. Buyer's performance of any inspection does not release Seller from any of its duties under this Order nor does it waive any of Buyer's rights or constitute an acceptance. Buyer may reject goods not in accordance with the instructions, specifications, drawings, data or Seller's express or implied warranties ("Non-Conforming Goods") or may accept some and reject other Non-Conforming Goods at its option. Buyer reserves the right to source inspect goods to be supplied; however, any election to not source inspect shall not be deemed a waiver of Seller's right of inspection or as acceptance. Buyer may return rejected goods to Seller at Seller's expense and Buyer shall have no further obligation for such goods or Buyer may retain rejected goods and Seller shall pay Buyer its damages due to them. Payment for any goods shall not be deemed acceptance and in no event shall Buyer incur any liability to pay for rejected goods.

- (b) Buyer shall have a reasonable time (in no event less than ten (10) days from receipt) to submit claims relating to count, weight, quantity of, or loss or damage to, delivered goods. Buyer will calculate damages on claims and deduct the amount from Seller's invoice. If the invoice was previously paid, Seller will reimburse the amount of damages to Buyer.
- (c) Seller shall assume responsibility for and will pay any and all loss, cost, damage or expense, including attorney fees, and cost of replacement incurred by Buyer attributed to Buyer's rejection of Non-Conforming Goods and/or to Seller's untimely delivery.

14. **Non-Conforming Goods:** If any Product is defective in material, or workmanship or is otherwise not in conformity with the requirements of this Order or any related purchase orders (collectively "Nonconforming Product"), Buyer may elect in its sole discretion, prior to acceptance of the Nonconforming Product, to:

- (a) Reject and return the Nonconforming Product, not to be replaced and with a full refund of all costs paid by Buyer for the Product, including all return shipping expenses, without any deductions by Seller.
- (b) Require Seller to repair the Nonconforming Product at the Buyer designated location or at Buyer's customer's site
- (c) Sort, Repair &/or Rework the Nonconforming Product and recover all expenses incurred by Buyer to do so, including any third party repair expenses.
- (d) In connection with any Nonconforming Product provided to ISC by Seller, and in addition to any other charges and expenses that might apply, ISC may issue a Non-Conforming Material Report ("NCMR") to Seller and charge an NCMR fee equal to the greater of \$500 or 25% of the cost of the Product not to exceed 100% of the fair market value of the Nonconforming Products to which the NCMR relates

15. **SHELF LIFE CONTROL:** With respect to each delivery of materials or products that have a limited or specified shelf life or similar life specification, the supplier shall furnish data that shows (a) the cure or manufacture date or moisture exposure, (b) expiration date or shelf life, (c) lot or batch number, and when applicable any special handling or storage requirements. Unless otherwise specified by contract, for all shelf life limited materials or products delivered to ISC, the remaining shelf life must be a minimum of 90% of the total shelf life for the material.

16. **WARRANTIES:** By accepting this Order, Seller warrants that the goods and services furnished will be new and free from defects in design, materials and workmanship, merchantable and in full conformity with Buyer's specifications, drawings and data, and Seller's descriptions, promises or samples, and that such goods will be fit for the Buyer's intended use, provided Seller has reason to know of such. In cases where Seller does not understand the intended use of the material, it shall be the Seller's responsibility to learn all that is necessary about the intended use in order to recommend and ensure proper application

of the materials by Buyer. Seller further warrants the goods and services will conform to any applicable national, state, provincial or local statutory or regulatory requirements and that they do not infringe upon the patent or any other intellectual property right of any third party. Seller will convey good title to the goods, free and clear from all liens, claims and encumbrances. Seller, without cost to Buyer, shall promptly do all things necessary to correct any breach of the above warranties in a manner satisfactory to Buyer. If Seller is unable or refuses to repair or replace the non-conforming or damaged goods or services as Buyer may require, Buyer may contract or otherwise repair or replace such defective goods and back-charge Seller for the excess cost. This warranty shall survive acceptance of the items and is in addition to any warranties of additional scope given to Buyer by Seller. No statutory or implied warranties by the Seller are excluded or disclaimed. Seller agrees that Buyer shall have the option to assign Seller's warranty to a third party. Buyer agrees that the nature and extent of Seller's warranty obligations under this Order shall not be changed under any such assignment.

17. **INDEMNITY:** The Seller agrees to release, defend, indemnify and save the Buyer harmless against all liabilities, claims or demands whether arising in tort, contract, or otherwise for injuries or damages to any person or property arising out of Seller's act or omissions in the performance of this Order, including without limitation (i) any negligent or tortious conduct or willful misconduct or criminal conduct of Seller, its employees, agents or representatives, (ii) failure or any breach of any of Seller's representations, warranties, covenants, agreements or conditions contained in this Order, (iii) any violations of applicable laws or regulations, or (iv) death or personal injury to any person arising from or caused by the goods and/or services provided by Seller. This indemnification obligation shall be supported by adequate liability insurance coverage as required by this Order.
18. **INSURANCE:** Seller shall procure and maintain with respect to the subject matter of this Order, insurance coverage as is legally required and customary in Seller's industry and in amounts that a commercially prudent business person in Seller's industry would maintain, shall name Buyer as an additional insured, and Seller shall, prior to the commencement of work under this Order, provide evidence thereof. Such insurance shall include, without limitation, Workers' Compensation insurance under applicable law for the location in which the Services are performed or Goods are manufactured, Longshoreman's and Harbor Workers Compensation coverage, comprehensive automobile liability coverage, and public or general liability and property damage with adequate limits to cover Seller's liability arising directly or indirectly for work performed under the terms of this Order.
19. **RISK OF LOSS:** Risk of loss of all goods shall remain in Seller until receipt of the goods pursuant to the delivery terms.
20. **TITLE:** Title shall pass to Buyer upon Buyer's acceptance of goods pursuant to the delivery terms. If Buyer makes progress payments, title to the goods shall be transferred to the Buyer as payments are made, and in the same proportions as the cumulative payments bear to the Order price. Seller shall also identify such goods as the property of Buyer, unless Buyer waives identification. Notwithstanding restrictive legends to the contrary, title to plans, drawings and specifications for goods shall be vested and remain with Buyer and may be used by Buyer for any purpose.
21. **NONDISCLOSURES:** If Buyer discloses or grants Seller access to any research, development, technical, economic or other business information or "know-how" of a confidential nature, whether reduced to writing or not, Seller agrees, as a condition of receiving such information or "know-how," that Seller will not use or disclose any such information to any other person at any time, except as may be necessary in the performance of this Order, without Buyer's written consent. Seller shall use such information only to perform this Order. Notwithstanding the foregoing, Buyer shall bear no responsibility for errors or omissions in Buyer's information.
22. **RELEASE OF INFORMATION/PUBLICITY:** Seller shall not make any announcement, take or release any photographs (except for its internal operation purposes for the manufacture and assembly of the goods), or release any information concerning this Order or any part thereof or with respect to its business relationship with Buyer, to any third party, member of the public, press, business entity, or any

official body except as required by applicable law, rule, injunction or administrative order without Buyer's prior written consent.

23. **PROPERTY FURNISHED TO SELLER BY BUYER:** All special dies, molds, patterns, jigs, fixtures, component parts and any other property which Buyer furnished to Seller or specifically pays for, for use in the performance of this Order, shall be and remain Buyer's property, shall be subject to removal upon Buyer's instruction, shall be for Buyer's exclusive use, shall be held at Seller's risk, and shall be kept insured by Seller and at Seller's expense while in its custody or control in an amount equal to the replacement cost, with loss payable to Buyer. Seller will furnish copies of policies or certificates of insurance on Buyer's demand. Seller will not create or allow to arise any lien, claim or encumbrance by any third party against property furnished or owned, including through progress payments made, by Buyer. Seller shall execute UCC-1 forms and a separate security agreement, as required by Buyer, identifying Buyer's security interests in such property.
24. **ORDER INCONSISTENCIES AND CONFLICT RESOLUTION:** It is Seller's responsibility to comply with these and all referenced documents and to clarify with Buyer any inconsistencies or conflicts in any parts of this Order, such as these provisions contained in this document, additional terms and conditions, general specifications, detailed specifications, etc. Should Seller fail to contact Buyer to resolve these conflicts or inconsistencies, Seller will be solely responsible for errors resulting from conflicts or inconsistencies. Where documents are referenced, the version in effect at the time of order placement shall apply.
25. **ACCEPTANCE; ACKNOWLEDGMENT:** If this Order is considered to be an offer, then acceptance of this Order is expressly limited to its terms and Buyer hereby objects to any different or additional terms in any response to this Order. If this Order is considered to be an acceptance or counteroffer, this acceptance or counteroffer is expressly conditioned on Seller's assent to any different or additional terms contained in this Order. Shipment of any goods or the rendering of any services pursuant to this Order shall be deemed an acceptance of these terms and conditions. No modification of or release from this Order shall be binding upon Buyer unless agreed to in writing and specifically labeled as a modification or release. These terms and conditions supersede any submitted by Seller in any proposal or acknowledgment.
26. **EQUAL EMPLOYMENT OPPORTUNITY:**
- (a) **Seller and Seller's subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**
- (b) Seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Seller will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Seller agrees to post in conspicuous places, available to employees and applicants of employment, notices to be provided by the contracting officer, setting forth the provisions of this nondiscrimination clause.
- (c) Seller will, in all solicitations or advertisements for employees placed by or on behalf of Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

- (d) Seller will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representatives of the Seller's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) Seller will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of all the rules, regulations and relevant orders of the Secretary of Labor.
- (f) Seller will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (g) In the event of Seller's noncompliance with the nondiscrimination clauses of this Order or with any of such rules, regulations or orders, this Order may be canceled, terminated, or suspended in whole or in part and the Seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- (h) Seller will include the provisions of Paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Seller will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Seller becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Seller may request the United States to enter into such litigation to protect the interest of the United States.

27. **EXPORT COMPLIANCE:** Seller warrants that it is and will remain in compliance with all export and re-export requirements of the United States of America, including, but not limited to the Export Administration Act, the Arms Export Control Act and the Trading with the Enemy Act, and any regulations, orders and/or licenses issued under those Acts (collectively the "Export Laws"). Seller additionally warrants that it and its affiliates have not been, and are not currently debarred, suspended, prohibited or impaired from exporting, re-exporting, receiving, purchasing, procuring, or otherwise obtaining any product, commodity, or technical data regulated by any agency of the government of the United States. In particular, Seller hereby gives assurance that unless Seller provides prior written notice and is granted prior authorization as required by the Export Laws, Seller will not knowingly export, re-export, directly or indirectly, any products, goods or any technical data transferred by Buyer to Seller to any destination or person or entity or for any particular use in violation of the Export Laws.

Seller shall be responsible for obtaining any license or other authorization required under the Export Laws. Among other things, Seller shall ensure that all personnel, agents, freight forwarders and other vendors working for Seller to carry out its obligations under this Order are reputable, understand Seller's and their obligations under applicable Export Laws, and are not on any U.S. government or other government authority's list of persons or entities whose export privileges have been denied or limited. Seller agrees that no item, technology, technical data, or software received from Buyer is intended to be shipped, either directly or indirectly, to any country, company or person or for any end-use that is prohibited under the Export Laws. Seller agrees to indemnify Buyer for any fines, penalties, claims, losses, damages, costs (including legal costs), expenses and liabilities that may arise as a result of Seller's breach of this provision.

28. **CONFLICT MINERALS:** Seller acknowledges that Buyer requires true and complete certification as to whether any "Conflicts Minerals" (as such term is defined below) are contained in any item provided by Seller to Buyer as a condition of doing business. Accordingly, Seller shall immediately notify Buyer in

writing in the event any such Conflict Minerals contained in any item provided, or to be provided, by Seller to Buyer, such written notice to include, without limitation, a description from Seller's source of such Conflict Minerals of (1) the facility at which such Conflict Minerals were processed, (2) whether such Conflict Minerals originated in a "Covered Country" (as such term is defined below) and (3) whether such Conflict Minerals came from recycled or scrap sources. In the absence of such express notice, Seller acknowledges and agrees that Buyer shall be entitled to rely on such absence of notice as Seller's certification that no Conflicts Minerals are contained in items provided by Seller to Buyer. Seller shall notify Buyer of any change in the presence (or absence) of Conflicts Minerals in items provided by Seller to Buyer. Seller shall obtain and maintain such records and third-party certifications as necessary to substantiate Seller's Conflicts Mineral certification hereunder. Buyer shall have the right, from time to time, to request Seller to provide certifications regarding Conflicts Minerals consistent with the certification obligations above and Seller shall cooperate and provide true and complete certifications in a prompt and timely manner. At Buyer's request and expense, Buyer shall have the right to conduct Buyer's (or its designee's) own audit to review and verify for itself Seller's Conflict Minerals certification(s) and Seller's processes and procedures to substantiate such certifications. Buyer and its designated audit provider shall be given access to all records and other information necessary to substantiate Seller's Conflicts Mineral certifications as well as information required to understand and review Seller's processes and procedures implemented to make the certifications and determinations necessary to support Seller's Conflicts Mineral certifications hereunder. As used above, the term "Conflict Minerals" shall have the meaning ascribed to it under Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act") or the rules promulgated by the United States Security and Exchange Commission pursuant to the Act and shall include; columbite-tantalite (coltan); cassiterite; gold; wolframite; or their derivatives (namely, tantalum, tin and tungsten), or any other mineral or its derivatives determined by the United States Secretary of State to be financing conflict in a Covered Country. For purposes of this section, a "Covered Country" is the Democratic Republic of the Congo (the "DRC") or an adjoining country, which is a country that shares an internationally recognized border with the DRC. Notwithstanding anything else to the contrary set forth in this Order, Seller acknowledges that any failure or breach of Seller's obligations with respect to Conflicts Mineral certifications shall be good cause for immediate termination by Buyer without any further obligation by Buyer to Seller following such for-cause termination.

29. **APPLICABLE LAWS:** This Order shall be governed by, construed in accordance with, and all disputes governed by the laws of the Commonwealth of Pennsylvania, specifically including the provisions of the Uniform Commercial Code, as adopted by Pennsylvania, and without regard to principles of conflicts of laws or the provisions of the United Nations Convention on Contracts for the International Sale of Goods. Seller submits exclusively to the jurisdiction of the Court of Common Pleas of Allegheny County, Pennsylvania and to the jurisdiction of the United States District Court for the Western District of Pennsylvania for the purposes of any action or proceeding arising out of or relating to this Order or the subject matter hereof. Seller warrants and agrees that it has complied, and will comply, with all applicable Federal, State and local laws, codes, and regulations, including, without limitation, the following: Fair Labor Standards Act of 1938, as amended, the Equal Employment Opportunity Act, the Occupational Safety and Health Act, and the Export Administration Act. If this Order indicates that it is placed pursuant to a U.S. Government contract or subcontract at any tier, Form SI-100-GC (the "the General Purchase Order Addendum for Government Contract Procurements") forms an integral part of this Order and supersedes any conflicting provisions contained in these General Purchase Order Terms and Conditions. If this Order indicates that it is placed pursuant to a U.S. Government contract or subcontract at any tier, this Order shall incorporate any Federal Acquisition Regulation (FAR) clause required. Seller shall inquire which FAR clauses apply, if any, and comply with all applicable FAR clauses. Additionally, Seller shall 'flow down' any required FAR clause in any subcontract or purchase order for commercial items.
30. **GIFTS/GRATUITIES:** Seller and Seller's agents and representatives warrant(s) that each has neither accepted nor provided gratuities of any kind from or to any employee of Buyer in connection with the placement of this Order.

31. **WAIVER:** Buyer's failure to insist on Seller's strict performance of the terms and conditions of this Order at any time shall not be construed as a waiver by Buyer for performance in the future.
32. **SET-OFF:** Buyer shall be entitled to set off any amount owing from Seller to Buyer or to any of Buyer's affiliated companies against any amount payable under this Order.
33. **BAR CODE SHIPPING LABELS:** Upon Buyer's request, all shipment containers for Goods and Products to be delivered hereunder shall be labeled in accordance with Buyer's Bar code Shipping Label Instructions. Seller shall submit example labels for approval within sixty (60) calendar days of said request.
34. **CONSENT TO SUBCONTRACTING:** No work contemplated hereunder may be subcontracted, outsourced or otherwise assigned by Seller without the prior written approval of Buyer. By accepting this Order, Seller represents and agrees that it is not now nor will it become a party to any agreement, understanding, course of conduct or other commitment or activity with or to any third party that restricts or limits its ability to sell products and services to Buyer or the prices or other terms and conditions by which those products and services may be sold.
35. **DISPUTES:** In the event of a dispute involving or relating to this Order, including but not limited to a good faith payment dispute under section 2, the parties agree to work amicably to resolve the dispute in an expedient manner. Seller shall have no right to delay any shipment of goods or refuse to ship any goods or otherwise fail to perform any of its obligations based upon the existence of a dispute and any such delay or refusal to ship will be deemed a breach of this Order.
36. **MEDIATION:** The Parties agree that they shall first submit any dispute related to or arising out of this Order to non-binding mediation in Allegheny County, Pennsylvania. Each Party shall bear its own costs incurred in connection with the mediation; the mediator's costs and fees shall be borne equally by the Parties.
37. **SEVERABILITY:** Any provision of this Order which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
38. **COMPLETE AGREEMENT:** This document and any other documents mentioned on the face hereof, constitute the entire agreement between the Parties on this subject. All prior representations, negotiations, agreements or arrangements on this subject matter are superseded by these terms and shall not form a basis for interpretation of these terms. All amendments to these terms must be agreed to in writing by Buyer.