



General Terms and Conditions for Purchase of Goods and/or Services

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General Terms and Conditions for Purchase of Goods and/or Services

1. Definitions

Herein, the following capitalized terms shall have the meanings ascribed to them below:

“**Buyer’s Authorized Purchasing Representative**” shall mean Plasan North America, Inc.’s Supply Chain Manager or designated delegate.

“**Customer**” shall mean the ultimate end-user of the Services, the Goods, or products produced by Plasan NA that incorporate the Goods.

“**Goods**” shall mean any goods ordered in the PO.

“**Plasan NA**” shall mean Plasan North America, Inc. or any other subsidiary or affiliate of Plasan NA.

“**PO**” shall mean the Purchase Order, issued by Plasan NA incorporating these Terms by reference, including any modifications and/or amendments thereof.

“**Prime Contractor**” shall mean the entity contracting with Plasan NA to provide Goods and/or Services.

“**Seller**” shall mean the entity selling the Supplies to Plasan NA.

“**Services**” shall mean any services ordered under a PO.

“**Supplies**” shall mean the Goods and/or Services ordered under a PO.

“**TDP**” shall mean the Technical Data Package for products, parts, and components of Plasan NA. The TDP shall be made up of drawings, specifications, detailed bills of material, Material Safety Data Sheets, manufacturing processes and other instructions required for build-to-print work.

“**Terms**” shall mean these General Terms and Conditions of Purchase and any applicable Supplemental Terms and Conditions, or required flowdowns, as indicated on the PO.

2. General

- 2.1. These Terms together, with the face of the PO and any other documents attached to the PO or referenced in the PO or its attachments (the “PO Documents”), constitute the sole terms that shall govern Plasan NA’s purchase of the Supplies from the Seller (referred to hereafter as the “Contract”). No other terms shall be binding on Plasan NA unless agreed to in a signed writing by Plasan NA, even if sent to Plasan NA after the issuance of the PO and even if Plasan NA has not expressly rejected them.
- 2.2. The Seller shall acknowledge the PO by signing a copy thereof and returning it to the issuing Plasan NA buyer. In addition, if Seller fails to provide a signed copy of the PO before commencement of work on the Supplies, Seller agrees that it will be deemed to have accepted the PO and all applicable Terms upon Seller’s commencement of work on the Supplies. If the Seller fails to return a signed copy of the PO, Seller’s commencement of work on the Supplies will serve as Seller’s acceptance of the PO, PO Documents, and Terms associated with the PO in full. If the PO is rated under the US Defense Priorities and Allocations System (DPAS), the Seller must return the signed PO acceptance within 15 working days for DO rated orders and 10 days for DX rated orders. See Section 24.2.4 for full information.
- 2.3. No change to the Contract will be effective unless made in writing and signed by both Plasan NA and the Seller, save that Plasan NA shall be entitled to deviate from the quantities ordered by +/- 3%; such deviation is not to affect the price per unit quoted in the PO.
- 2.4. Plasan NA may issue blanket POs for Supplies. Where blanket POs are issued, no obligation is made by Plasan NA to purchase the Supplies thereunder, but Plasan NA shall have the right to activate deliveries under the POs by issuing releases (“Releases”) that specify quantities of Supplies and delivery dates. By accepting blanket POs, the Seller undertakes to comply with all Releases received from Plasan NA. More than one Release may be issued under blanket POs, provided that the total quantity of Supplies ordered under all Releases for a blanket PO does not exceed the total number of Supplies stated in the blanket PO.

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- 2.5. No verbal offer from Plasan NA will be binding until it is reduced into writing and acknowledged in accordance with these Terms.

3. Manufacture

- 3.1. All Goods shall be manufactured to the highest industry standards and in full compliance with all applicable laws, rules and regulations (including without limitation, all applicable health and safety and environmental laws) and shall meet all requirements of the PO and the PO Documents.
- 3.2. Where the PO is for build-to-print Goods, then the Goods shall conform precisely to the technical data package (TDP) provided by Plasan NA. Plasan NA may also have provided or will provide the Seller with training courses and supplemental documentation, instructions and clarifications. All such information and documents shall be considered a part of the PO Documents and shall be followed precisely by the Seller. POs for Goods designed and developed by the Seller according to Plasan NA design specifications shall, following design freeze and finalization of the TDP, be considered as POs for build-to-print Goods for the purposes of these Terms.
- 3.3. If the Goods are off-the-shelf items, then they shall be manufactured to comply precisely with the product descriptions and any samples provided to Plasan NA. If the Goods are off-the-shelf items adjusted to meet Plasan NA requirements, then the Goods shall be manufactured to conform to those requirements.
- 3.4. Unless prior authorized by Plasan NA in writing, all Goods shall be made only of new material.
- 3.5. Plasan NA may order the Seller at any time to suspend, delay, or interrupt all or any part of its work under the PO by providing written notice to that effect (the "Stop Work Order"). Upon receipt of a Stop Work Order, the Seller shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the PO during the period of work stoppage. Within 120 days after a Stop Work Order is delivered to the Seller, Plasan NA shall either cancel the Stop Work Order, extend the Stop Work Order, or terminate the Contract for convenience under Section 21.2 or for default under Section 21.1. Once Plasan NA has canceled the Stop Work Order or the work stoppage period has expired without termination of the Contract, then the Seller shall resume the stopped work and equitable changes shall be made to the Contract's delivery schedule and price (if appropriate). Determination and implementation of the equitable changes shall be in accordance with determination of the equitable changes under Section 11 (Change Procedure) below.

4. Provision of Services

Services provided under the PO shall be provided in a timely manner, to the highest industry standards, in accordance with accepted practice or as otherwise stated in PO Documents.

5. Quality Assurance; Inspection and Acceptance; Rejection

- 5.1. The Seller shall possess ISO 9000:2015, IATF16949 (ISO 17025 for calibration suppliers) or equivalent qualifications and shall furnish Plasan NA with evidence thereof at Plasan NA's request.
- 5.2. The Seller shall have and maintain a quality control and inspection system which was approved by Plasan NA. Where Goods or any part thereof are found to be defective and are repaired, or Services found defective and rectified, details of the defects and the repair or rectification work will be recorded and promptly provided, in writing, to Plasan NA.
- 5.3. The Seller shall comply with Plasan NA's Supplier Code of Conduct and all applicable parts of Plasan NA's Supplier Quality Manual (SQM). The Code of Conduct is available on Plasan NA's website: [PNA-Supplier-Code-of-Conduct](#)
- 5.4. During performance of the PO, Plasan NA, the Customer and any Prime Contractor to the Customer shall have the right to visit premises where the Seller is performing the work in order to inspect performance of

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the PO. In as far as is reasonably possible, visits will be coordinated in advance with the Seller and will be conducted in a manner that minimizes disturbances to the Seller's work.

- 5.5. Plasan NA and representatives of the Customer and any Prime Contractor will have the right, but not the obligation, to attend the Factory Acceptance Tests (FAT), First Article Inspections (FAI), and/or the Production Part Approval Process (PPAP). Plasan NA shall notify the Seller of any intention to exercise this right and the Seller shall coordinate the times and places of the FAT/FAI/PPAP with Plasan NA. Where representatives of Plasan NA, the Customer, or any Prime Contractor do attend the FAT/FAI/PPAP, each party's representatives shall counter sign the Certificate of Compliance (COC), if the Goods have passed the FAT/FAI/PPAP. FAT/FAI/PPAPs shall be as described in the PO Documents, but absent any agreed upon format, FAT/FAI/PPAPs shall be in line with accepted industry practices.
- 5.6. Seller shall not sell and/or deliver to Plasan NA Goods that did not pass the FAT/FAI/PPAP before making any repairs to them required to make them conforming and re-submitting them to the FAT/FAI/PPAP. When Seller delivers Goods to Plasan NA that have failed the FAT/FAI/PPAP and then undergone repair work, the Seller shall include with the delivery a written report on the original failure, the repair work undertaken, and COC for the retaken FAT/FAI/PPAP. Supplies that fail the FAT/FAI/PPAP more than once will not be submitted to Plasan NA without Plasan NA's prior written agreement.
- 5.7. Attendance of Plasan NA, Customer or Prime Contractor representatives at FAT/FAI/PPAP and countersigning COCs shall not derogate from the Seller's obligations hereunder to provide conforming Supplies or from Plasan NA's rights arising from delivery of non-conforming or defective Supplies. Notwithstanding countersigning on any COCs or payment for Supplies, if the Supplies are found to be defective after delivery and inspection by Plasan NA, then Plasan NA shall have the right to either: (i) reject the defective Supplies, returning defective Goods to the Seller at Seller's sole expense; (ii) demand that defective Services are repeated; (iii) accept the defective Supplies at a suitable reduction in price; or (iii) repair, or have repaired, the defective Supplies, or have the Services provided by an alternate provider, either at the Seller's sole expense. Plasan NA's rights hereunder shall not prejudice any other rights that it may have by reason of the Supplies being defective. In the case of Goods rejected due to defects or other non-conformances with the order (such as excess amounts, wrong parts, etc.), Plasan NA shall notify the Seller and the Seller shall have 10 business days to arrange for collection of the Goods, at Seller's expense. Failure to collect the Goods shall entitle Plasan NA to arrange for return thereof to the Seller at Seller's sole cost.
- 5.8. Where the Goods are delivered to Plasan NA, then Plasan NA will perform an incoming inspection and notify the Seller of any defects within 120 days of the Goods arrival at Plasan NA's premises. If the Goods are delivered directly to the Customer or Prime Contractor, then Plasan NA shall endeavor to obtain the acceptance or rejection of the Goods from the Prime Contractor or Customer within 120 days of the Goods arrival at the Prime Contractor or Customer premises (as applicable). However, if the Prime Contractor or Customer is entitled to reject defective Goods after such 120 day period and exercise such rights, then Plasan NA shall be entitled to apply such rejection to the Seller, provided that Plasan NA's right shall be exercised within 30 days of its receipt of notice of rejection from the Prime Contractor or Customer.
- 5.9. Plasan NA shall have the right to reject defective Services within a reasonable time from the provision of those Services that would enable Plasan NA to determine whether or not the Services were defective.
- 5.10. If Plasan NA has not rejected the Supplies within the time periods set forth herein, then it shall be deemed to have accepted the Supplies. Payment for the Supplies shall not be deemed to be acceptance of such Supplies.
- 5.11. Anytime Seller delivers any Goods that required re-work or repair prior to acceptance, then simultaneously with the delivery of the goods, Seller shall provide Plasan NA with full written details of the defects and non-conformances found in the Goods and the re-work actions taken on such Goods. No Goods that have required re-work more than once before acceptance shall be delivered to Plasan NA without Plasan NA's prior written agreement.

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6. Delivery schedules

- 6.1. The dates and quantities set forth in delivery schedules in the PO and Releases are binding, and time is of the essence. On time performance is a material condition of this PO, and failure to perform according to the delivery schedule, if unexcused, shall be considered a material breach of the PO and subject to the termination provisions thereof.
- 6.2. In the case of late deliveries that were not caused by a Force Majeure Event, as defined in Section 26.1, or by any delay solely attributable to Plasan NA or its Prime Contractor or the Customer, Plasan NA shall be entitled, in addition to all other rights that it may have in law, contract and equity, to charge the Seller liquidated damages in an amount equal to 1% of the purchase price of the Supplies in delay per day. It is agreed that these liquidated damages are a fair estimation of the damages that might be caused to Plasan NA for delays and do not represent punitive penalties or negative performance incentives. Nevertheless, if Plasan NA can satisfactorily prove that it suffered damages arising from a delay in excess of the amount of liquidated damages calculated for the delay in accordance with the foregoing formula, then Plasan NA shall be entitled to receive the full amount of the damages suffered.
- 6.3. Plasan NA shall exercise its rights under Section 6.2 above by delivering a written notice to the Seller setting out the amount claimed and the calculation. The Seller shall make the payment claimed by Plasan NA within the next 30 days. Following the written demand for payment, Plasan NA may also obtain the liquidated damages by way of exercising its rights under Section 8.5 below.
- 6.4. In the event that the Seller has grounds to believe that any deliveries will not be delivered in a timely manner as specified in a PO, then it shall provide Plasan NA with immediate notice thereof in order for Plasan NA to take commercially reasonable action to mitigate the consequences of such delays.

7. Delivery Terms; Packaging

- 7.1. Terms of delivery shall be as stated on the PO or any PO Document. Any Incoterm or Uniform Contract Code (UCC) term quoted shall refer to the most up-to-date version of that term at the time of the issuance of the PO. Absent any quoted term of the delivery in the Contract, the delivery term shall be FOB destination Plasan NA under UCC for POs issued to Sellers within the United States and DAP (Plasan NA) for POs issued to Sellers outside the United States. If there are any conflicts between the delivery term stated in the PO and any other term of the Contract, the other term of the Contract will prevail.
- 7.2. Seller shall not make deliveries more than 10 days in advance of the scheduled delivery dates without the prior written approval of Plasan NA. Plasan NA shall have the right to charge storage fees for Goods requiring storage for more than 10 days prior to the delivery date.
- 7.3. Goods shall be packaged, marked and labeled in accordance with any specific instructions contained in the PO Documents and if no instructions are provided, then in accordance with standard industry practices. Seller shall ensure that the transporter of the Goods is fully informed of any special requirements for transportation (e.g. special temperature requirements, etc.).
- 7.4. Separate invoices are required for each shipment and for all Services rendered under a PO. All deliveries of Supplies shall include packing lists, country of origin statements, certificates of compliance (COC) in formats acceptable to Plasan NA, Certificate of Testing (COT), the documents mentioned in Section 8.1 below and any other documentation specified in the PO Documents. All documents shall clearly identify the PO number, item and part numbers and the Supplies to which they relate.
- 7.5. In response to Plasan NA's request for proposals or quotes for any kind of Goods, or together with any commercial offer made by the Seller to Plasan NA, it shall identify in writing those Supplies that require an export license or are subject to any applicable export regulations and indicate the applicable export control classifications under the EAR, ITAR, EU List of Dual Use Items and Technology, Wassenaar Agreement's List of Dual-Use Goods and Technologies or other applicable export control list. Seller represents that an official authorized to bind the Seller has determined that the Seller or the designer, manufacturer, supplier or other source of the Supplies has properly determined their export classification.

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Seller shall also advise Plasan NA immediately if any changes to the export classification information of any of the Supplies are made.

- 7.6. Seller shall indemnify and hold Plasan NA harmless in accordance with the provision of Section 15 for any consequences arising from non-compliance to the provisions of this entire Section 7.

8. Prices and Payment

- 8.1. On or before the actual date of shipment, Seller shall fax or email to Plasan NA (same details as provided in Section 2.2 above) the invoice, packing list, Bill of Lading or its equivalent if transport is not carried out by shipping, COC and/or COT and all documentation required by Plasan NA in order to release the Goods from Customs and Excise or any other applicable body. Shipments shall include the documents mentioned above with 4 copies of the invoices and original Bill of Lading. Invoices for Services shall be provided on completion of the Services, together with any other documentation required under the PO Documents (e.g., time reports, etc.). Plasan NA shall be entitled to withhold payments for Supplies until proper documentation has been delivered. Where a Prime Contractor or the Customer collects parts, the signature date on the Bill of Lading, airway bill or other appropriate document shall be considered the date of delivery. All documents shall contain item numbers and part numbers, which shall correspond to the numbers on the PO.
- 8.2. The prices stated in the PO are the agreed upon and final prices for the Supplies. Unless stated otherwise on the PO, the prices are firm fixed and quoted in United States Dollars.
- 8.3. Unless the PO states otherwise, the prices quoted represent the total fixed cost to Plasan NA, including without limit all costs of packaging, crating, transport, taxes, duties, charges and other such costs and tariffs imposed thereon, all of which shall be borne by Seller's account. Where any such items are to be charged separately from the price, the invoice shall list them separately. Any minor or incidental parts to the Supplies not specifically indicated in the PO or any attachments thereto, but required for completion of the PO are included in the price.
- 8.4. Unless the PO provides otherwise, payment shall be made 60 days following the later to occur of (i) issuance of a correct invoice and (ii) delivery of the Supplies or completion of the Services.
- 8.5. Plasan NA shall be entitled to reduce and set off any amount due to the Seller by any amount due to Plasan NA including, without limitation the value of liquidated damages payable to Plasan NA in accordance with the provisions of Section 6.2 and of any other cost and damage resulting from an Event of Default.
- 8.6. Unless explicitly waived by the Buyer's Authorized Representative, any payments by Plasan NA which are not made against actual delivery of the Goods, shall be conditioned upon prior receipt by Plasan NA of an Advance Payment Bank Guarantee covering the full advance payment amount or of another form of security acceptable to Plasan NA, as approved by Plasan NA's authorized officer in writing.

9. Title and Risk of Loss

Notwithstanding the quoted Incoterm or UCC term, title shall pass to Plasan NA upon the earlier to occur of (i) payment for the Goods or (ii) acceptance of the Goods hereunder, and risk of loss shall pass upon the later to occur of (i) receipt of the Goods at Plasan NA's premises or if delivery is made directly to a Prime Contractor or to the Customer, then arrival of the Goods at the premises of the Prime Contractor or Customer, as applicable; or (ii) acceptance of the Goods.

10. Tooling and Material

- 10.1. Subject to any contrary intention expressed in the Contract, the Seller shall furnish at its own expense, keep in good condition, and replace, when necessary, all dies, tools, jigs, gauges, fixtures, and associated manufacturing equipment ("Tooling") and raw materials.
- 10.2. Where the PO provides for Plasan NA to pay the Seller for any Tooling, or where Plasan NA, the Prime Contractor or Customer provide any Tooling to the Seller (the "Furnished Tooling"), such Furnished

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Tooling shall be the exclusive property of the party that paid for or provided it to the Seller (the "Furnishing Party") and the Seller assumes all liability for any loss, damage or shortage to the Furnished Tooling (except where caused by ordinary wear and tear) and for the Seller's failure to return such Furnished Tooling or any part thereof to the Furnishing Party upon any request from that party. The Seller shall not have the right to lien any Furnished Tooling or impose any other form of charge or encumbrance thereon. All Furnished Tooling shall be clearly marked and identified as the property of the Furnishing Party.

- 10.3. Following completion of the obligations arising from a PO, the Seller shall return the Furnished Tooling to the Furnishing Party or take any other action that the Furnishing Party instructs.
- 10.4. All Furnished Tooling and any material furnished or paid for by a Furnishing Party ("Furnished Material") shall only be used by the Seller in connection with the PO. Title in all Furnished Material not yet used for the PO shall also remain with the Furnishing Party.
- 10.5. The Seller shall use, keep, and maintain all Furnished Material in accordance with the written instructions and directions of the Furnishing Party, or absent such instructions, it shall use, keep and maintain such Furnished Material in accordance with best industry practices. The Seller shall maintain control records with respect to the Furnished Materials, and Plasan NA and any other Furnishing Party shall be entitled to receive copies thereof on request.
- 10.6. The Seller shall obtain insurance properly covering the Furnished Tools and Material against theft, loss and damage from reputable insurers on terms approved by Plasan NA and naming the Furnishing Party as an insured beneficiary and shall provide Plasan NA with insurance certificates evidencing the same signed by the insurer. Such coverage shall at a minimum cover the replacement costs of any Furnished Material.
- 10.7. All Furnished Materials shall be returned to the Furnishing Party in the same condition as delivered to the Seller, reasonable wear and tear and consumption of material during manufacture excepted.
- 10.8. In cutting materials, the Seller shall minimize wastage of material as much as possible and conform to any specific percentage provided in the PO. Any scrap remaining from Furnished Materials following the Seller's completion of the PO shall be treated in accordance with Furnishing Party's instructions. Absent any specific instructions within a reasonable time following completion or termination of the PO, the Seller shall be entitled to dispose of Furnished Materials as it chooses, subject to applicable laws, rules, and regulations.

11. Change Request Procedure; Amendments; Waivers

- 11.1. Plasan NA reserves the exclusive right at any time to make changes in the Contract to specifications, drawings, designs, other build-to-print instructions, quantity, place of delivery, method of shipment, delivery schedule, required documentation or any other similar matters under the PO.
- 11.2. Buyer's Authorized Purchasing Representative has sole authority to make contractual commitments on behalf of Buyer, to provide contractual direction, and to change contractual requirements defined in this Order.
- 11.3. Buyer's engineering, technical personnel and other representatives may from time to time render assistance or give technical advice or discuss or affect an exchange of information with Seller's personnel concerning the Products hereunder. No such action shall be deemed to be a change under the "Changes" provision of this Order and shall not be the basis for an equitable adjustment.
- 11.4. Except as expressly stated in this Section 11, no amendments to the Contract shall be effective unless made in writing and signed by both parties. No waiver shall be binding unless made in writing and signed by an authorized representative of the party purporting to make the waiver.
- 11.5. Once all changes have been agreed, they will be formalized by the issue of a revised PO, which shall be acknowledged in the same manner provided in Section 2.2 above.

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12. Warranty

- 12.1. The Seller hereby warrants to Plasan NA that all Goods delivered hereunder shall be free and clear of defects in workmanship, materials and, in the case of Goods that are not built-to-print – free from defects in design, for a period of 5 years from the date of acceptance of the Goods as described herein, or any other period stated in the PO or PO Documents (the “Warranty Period”). The warranty provided in this Section 12.1 shall be invalidated where the defects were caused by: (i) misuse of the Goods in contradiction to written instructions provided to Plasan NA; or (ii) normal wear and tear of the Goods.
- 12.2. Where Goods are found during the Warranty Period to be non-compliant with the warranty stated in Section 12.1 above, Plasan NA shall notify the Seller in writing thereof, providing the Seller with details of the defects found and the number of Goods affected. Following receipt of the notice of the defects, the Seller shall investigate the cause of the defects and the reasons that the defects were not discovered during the manufacture and testing of the Goods. The Seller shall have 48 hours from receipt of notification of the defects, or any extension thereto agreed by Plasan NA, to deliver to Plasan NA a corrective action plan (CAP) informing Plasan NA of the cause of the defects, the action it proposes taking to repair or replace the defective items and the timetable for completing the corrective work and any steps it shall take, where possible, to reduce the likelihood of such defects occurring again. If the Seller proposes repairing rather than replacing the defective items, then it shall also detail in writing the proposed repair work. Plasan NA shall have the right, at its sole discretion, to elect to have the items repaired or replaced by the Seller in accordance with the CAP or to repair or replace the items itself or have the items repaired or replaced by another party, all at the expense of the Seller. Seller shall also bear the costs of disassembly, transportation and re-installation.
- 12.3. Where a defect occurs in a number of Goods delivered by the Seller to an extent that it is reasonable to determine the defect is systemic in the Goods, or if Plasan NA otherwise reasonably decides, in consultation with the Prime Contractor or the Customer that a defect is systemic in the Goods, then Plasan NA shall be entitled to apply the warranty obligations under Section 12.2 to all of the Goods to which the systemic defect relates. If the Seller can provide detailed documentary evidence acceptable to Plasan NA that shows that only Goods in an identifiable and separate group of Goods might be at risk of containing the systemic defect (such as identifiable batch or batches of Goods, or Goods manufactured from a particular source, etc.), then this Section 12.3 shall apply only to that identified group of Goods. If the Supplier cannot provide such documentation to Plasan NA, then this Section 12.3 shall apply to all Goods delivered under the PO or the series of related POs. The Seller shall also fully compensate Plasan NA for any costs of recalling products or parts from the Prime Contractor or Customer and from the field.
- 12.4. The Warranty Period for items repaired or replaced under Sections 12.2 and 12.3 shall be extended by the length of time that it took for Plasan NA to receive repaired or replaced items from the time that Plasan NA notified the Seller of the defects in the items.
- 12.5. With respect to Goods not designed by Plasan NA, Seller warrants that the sale, use or incorporation of the Goods into manufactured products shall not infringe on the intellectual property rights of any other party, unless the same is done in contradiction to express instructions of the Seller notified to Plasan NA in writing prior to the issuance of the PO. Seller shall fully indemnify and hold harmless Plasan NA, any Prime Contractor of Plasan NA and the Customer from any and all expenses, liability, damages and losses of any kind (including costs and expenses of attorneys’ fees) arising from any claims, suits or actions alleging such infringement. In addition to the foregoing, the Seller shall obtain for Plasan NA, at no additional cost to Plasan NA, the irrevocable right and license to use the Goods as Plasan NA had intended and if this is not possible, then Plasan NA shall have the option to terminate the PO under Section 21.1 below (Termination for Default) or to obtain from the Seller, at an equitably reduced price, alternate or modified goods acceptable to Plasan NA that are substantially comparable in form, fit and function, but which do not infringe on third party rights. Seller’s obligations under this Section 12.5 are not restricted to the Warranty Period.
- 12.6. To mitigate its damages, Plasan NA may, at its sole option, defend any claim that any Goods or Services supplied by Seller are defective, in breach of warranty, or otherwise do not meet applicable legal or contractual requirements. Because Plasan NA’s Prime Contractor(s) and Customer(s) may attempt to hold Plasan NA responsible for problems caused in whole or in part by Seller, Seller and Plasan NA agree that

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this defense is in the interest of both Seller and Plasan NA. Seller waives the right to argue that the fact that Plasan NA took any such position in any way limits Plasan NA's right to assert a claim against Seller for breach of warranty, contribution, indemnification or other claim that may arise from or be related to the subject matter of any of the foregoing.

13. Fitness for Purpose

Unless the Seller has notified Plasan NA in writing otherwise prior to issue of the PO, the Seller represents that it is aware of the intended use for the Supplies and warrants that the Supplies are fit for the intended purpose. The Seller shall immediately inform Plasan NA if it determines or becomes aware that the Supplies will not be fit for the particular purpose.

14. After Sales Services; Spare Parts; Obsolete Supplies

14.1. Where the Contract requires the Seller to maintain the ability to provide Plasan NA spare parts, then the Seller shall maintain the ability to provide spare parts for at least the period specified in the Contract, or if no specific period is specified therein, then for a period of at least 15 years following the last delivery of Supplies under the PO (the "After Sales Period"). Unless stated otherwise in the Contract, the price payable by Plasan NA for spare parts will be fixed for the first 5 years and then will be in accordance with the most up-to-date price list of the Seller, or in accordance with any agreed upon price escalation formula or other mechanism for determining the prices contained in the Contract. Notwithstanding the foregoing, the Seller shall be entitled to close the manufacturing line for the spare parts after the expiry of the Warranty Period, provided that a period of 12 months has elapsed thereafter in which Plasan NA did not issue any POs for spare parts. The Seller shall provide Plasan NA with 12 months prior written notice of any intention to close the manufacturing line to allow Plasan NA to purchase quantities of spare parts that it will require to hold in stock. Thereafter, if Plasan NA so requests during the After Sales Period, the Seller shall re-establish the manufacturing line to sell to Plasan NA additional spare parts. In such circumstances, FAIs will be required for the first parts to come off the re-established manufacturing line.

14.2. Where the Contract requires the Seller to provide after sales maintenance and support services, then the Seller shall maintain the ability to provide such Services for the After Sales Period. The price payable by Plasan NA for the After Sales Services will be fixed for the first 5 years and then will be in accordance with the most up-to-date price list of the Seller, or in accordance with any agreed upon price escalation formula or other mechanism for determining the prices contained in the Contract. Should the Seller wish to cease providing the After Sales Services prior to the expiration of the After Sales Period, it shall notify Plasan NA thereof in writing. Plasan NA's approval for cessation of such Services shall be subject to its locating and agreeing terms with a suitable alternate source for the provision of the Services at prices and on other terms substantially similar to those under which the Seller is providing the Services at the time it notifies Plasan NA of its desire to cease providing such Services. The Seller shall, at its cost, provide Plasan NA with all assistance required by Plasan NA to enable Plasan NA to qualify the alternate source for the provision of the Services for the remainder of the After Sales Period, including without limit, provision of training, documentation and other appropriate assistance.

14.3. If the production of any Supplies is to be permanently discontinued voluntarily by the Seller, at any time within two (2) years after the final delivery of such Supplies under the Contract, the Seller shall give Plasan NA at least one hundred and eighty (180) days prior written notice of such discontinuance.

14.4. Seller shall accept POs from Plasan NA for such quantity of Supplies as required by Plasan NA, at the prevailing quality and a maximum of the prevailing price, until Plasan NA has secured an acceptable alternative source of supply.

14.5. In the event of a voluntary discontinuance of production under the circumstances of Section 14.3, or upon the occurrence of an Insolvency Event, Seller shall grant Plasan NA, or a company designated by Plasan NA, a worldwide, irrevocable, perpetual, sub-licensable, royalty free license to use all Intellectual Property Rights for the manufacture of the Supplies. In order to enable Plasan NA to exercise its rights under the said license, Seller shall promptly provide Plasan NA a TDP of the Supplies together with any form of know-how related to the Supplies, including instructions, tooling and procedures required for manufacture of the Supplies.

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15. Indemnification; Insurance

15.1. The Seller shall fully indemnify and hold Plasan NA, its officers, directors, employees, consultants and affiliates (each an "Indemnified Party") harmless from and against all actions, claims (including without limit any third party claims), damages, losses and costs (including without limit attorneys fees and court costs), incurred as a result of: (i) any breach of any of the provisions of these Terms, the PO or any attachments and (ii) any defective Goods or Services; (iii) any negligent act or omission of the Seller; (iv) acts or omissions of Seller, its employees, officers, directors, agents or its subcontractor(s) and vendor(s), including violations of any applicable Federal or state statutory or regulatory obligations; (v) false claims submitted, or caused to be submitted, or misrepresentation of fact or fraud, or violation of law, by Seller, its employees, officers, directors, agents, or its subcontractor(s) and vendor(s); (vi) a cyber incident or failure of network security caused, in whole or in part, by the negligence or intentional misconduct of Seller or its employees or agents; (vii) any violation by Seller, its employees, officers, directors, agents, or its subcontractor(s) and vendor(s) of any cybersecurity requirement identified in the Terms; (viii) any violation by Seller, its employees, officers, directors, agents, or its subcontractor(s) and vendor(s) of any data security and information safeguarding clause or requirements identified in the Terms. In no event shall Seller's indemnification obligations be limited to the insurance available to, or provided by Seller or Seller's Subcontractor(s). The Seller shall indemnify the Indemnified Party within 30 days of receiving written request thereof from the Indemnified Party.

15.2. The Seller shall purchase and maintain the insurances listed below, with at least the coverage amounts shown below. Insurance shall be with a reputable insurer and under terms standard in the industry. The policy shall be valid for a period of not less than 5 years following delivery of the Supplies and Plasan NA shall be named as a first lost payee under the policy. Within thirty (30) days of the effective date of this PO, Seller shall furnish to Plasan NA a certificate of insurance (along with certificates of renewal, as applicable) evidencing the coverages and limits listed below. The insurance shall not be canceled, reduced, or otherwise modified without providing Plasan NA with at least thirty (30) days prior written notice. The limits of liability coverage set forth below are established as minimum coverage required of Seller and will in no way be construed as a limitation of the liability of Seller under any hold-harmless or indemnification provision contained in this PO. The failure to abide by the terms set forth in this Paragraph 15.2 shall be considered a default and constitute grounds for immediate termination thereof.

15.2.1. Commercial General Liability including Product Liability and Completed Operations Liability in the amount of \$500,000 per occurrence.

15.2.2. Seller and Seller's subcontractor(s) shall comply with the applicable worker's compensation legislation of the jurisdiction(s) in which the work is performed. Upon request, Seller shall provide to Plasan NA evidence of compliance with such legislation. Unless otherwise agreed to by Plasan NA, Seller shall cause insurance carrier to waive its right to subrogation with regard to Worker's Compensation.

15.2.3. Where Sellers' employees or representatives will be required to perform any work at Plasan NA's, Prime Contractor's, or Customer's sites or facilities to fulfill the PO, the Seller shall also obtain Employer's Liability Insurance covering at least bodily injury by accident, also on terms approved by Plasan NA and the provisions of Section 15.2 shall apply thereto.

15.2.4. Seller shall also obtain such other insurance as may be required elsewhere in the Terms or PO Documents.

15.3. All policies of insurance procured by the Seller must be written as primary policies, not contributing with or in excess of coverage that the Buyer may carry. Seller agrees that Seller, Seller's insurer(s), and anyone claiming by, through, or under or on Seller's behalf shall have no claim, right of action, or right of subrogation against Plasan NA and the Customer.

16. Intellectual Property.

16.1. If the Seller's work under the PO requires it to make any inventive developments, improvements or adjustments of any kind ("Developments") for which Plasan NA is charged NRE, or part thereof, by the

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Seller, then all patents, copyrights, design rights, trade secrets, know-how and other proprietary rights underlying such Developments and any applications therefor (collectively “Intellectual Property Rights”) arising by reason of the Seller’s work for the PO (i.e., they were not owned by or licensed to the Seller prior to its work hereunder), are created at Plasan NA’s expense and such Intellectual Property Rights shall be considered as work made for hire and all rights, title and interest therein shall be exclusively assigned to and owned by Plasan NA. The Seller shall, at Plasan NA’s expense, sign all documents and take all action necessary in such circumstances to allow Plasan NA to utilize and protect such Intellectual Property Rights anywhere in the world.

16.2. For POs, which by their nature will require the Seller to use proprietary material and information of Plasan NA, such as without limit, a TDP or purchase specifications (the “Licensed Material”), Plasan NA hereby grants to the Seller a non-exclusive, non-transferable, non-sublicensable, revocable, limited license (the “License”) to use the Licensed Material provided to the Seller by Plasan NA, solely for the purpose of fulfilling the Purchase Order (the “Licensed Use”). All use of, and rights to, the Licensed Material (which hereafter also refers to the Supplies) beyond the Licensed Use is prohibited. Such prohibited uses, include, without limitation, directly or indirectly, Seller’s:

- 16.2.1. manufacture, sale, supply or other use the Supplies except for fulfillment Purchase Orders issued by Plasan NA;
- 16.2.2. sale of the Parts directly to the Customer, the Prime Contractor or to any other party;
- 16.2.3. grant of sublicenses under the License, without prior written authorization of Plasan NA;
- 16.2.4. alteration, decompiling, reverse engineering, or breaking down any of the Licensed Material into its component parts; or
- 16.2.5. development, making, or having made, anything based in any way on any of the Licensed Material, except as expressly provided for in the Contract.

The License shall automatically terminate upon the first to occur of (i) fulfillment of the Seller’s obligations under the PO for which it required use of the Licensed Material; or (ii) termination of the PO for any reason.

16.3. Without derogating from any other rights available to Plasan NA arising from a breach of these Terms and the License, the ownership in Intellectual Property Rights in any Developments with Licensed Material made by the Seller in breach of Section 16.2.5 shall vest automatically and solely in Plasan NA and Seller shall, at its cost, sign all documents and take all action required by Plasan NA in order for Plasan NA to enjoy full ownership in such Developments anywhere in the world and Plasan NA shall also receive any income derived by Seller from such Developments. Seller shall fully account to Plasan NA for all such income and Plasan NA shall have the rights to audit such accounting in accordance with Section 21 below (Audit Rights).

16.4. Except as stated in Section 16.2, nothing herein shall be deemed as granting the Seller any rights in any of Plasan NA’s Intellectual Property Rights. Nothing contained herein shall be deemed to be or put into effect any transfer, assignment or other disposition of Plasan NA’s Intellectual Property Rights.

16.5. This Section 16 shall survive any termination of the Contract to the maximum extent possible under applicable law.

17. Confidential Information.

17.1. The Seller shall keep this PO (including its existence and the identity of any customer(s) and/or Prime Contractor(s)), all information and material provided by Plasan NA, any Prime Contractor, and the Customer confidential and safe from unauthorized disclosure or leakage and the Seller shall not disclose any such information or material to any other party or use it in any manner other than as strictly permitted by Plasan NA. The Seller shall not reverse engineer, decompile or otherwise breakdown any such information or material into component parts. Nor shall the Seller use such information for any other purpose except for the provision of Supplies pursuant to this PO.

17.2. Any Non-Disclosure Agreement entered into by the Seller and Plasan NA covering exchanges of information under the PO is hereby incorporated into these Terms by reference.

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17.3. The Seller shall not release to the public any information regarding its activities for Plasan NA without Plasan NA's prior written consent as to the form and content of such releases.

17.4. This Section 17 shall survive any termination of the Contract to the maximum extent possible under applicable law.

18. Equitable Remedies

The Parties acknowledge that Plasan NA's Confidential Information and intellectual property is unique and valuable and that violation of any of Plasan NA's rights therein will result in irreparable injury, for which monetary compensation alone would not be an adequate remedy. Therefore, the Parties agree that injunctive relief and other equitable remedies will also be available for breaches of the Contract, where appropriate. For example, and without limitation, injunctive and equitable relief shall be available to prevent breaches of Sections 16 (Intellectual Property) and 17 (Confidential Information) above. Preliminary and/or temporary injunctive and/or equitable relief shall also be available to the parties pending final decision of the courts. Any such relief shall be in addition to, and not in lieu of, any appropriate relief in the way of monetary damages.

19. Export Compliance

19.1 Seller shall include country of origin statements within the shipping paperwork for all Supplies shipped to Plasan NA. Seller shall provide any needed certificates of origin or other documents that may be needed by Plasan NA in connection with Free Trade Agreements.

19.2 For U.S. based Sellers. Without derogating from the obligations of the Seller under Section 7.5, when the Seller is the design authority for the Supplies, U.S. based Sellers shall be responsible for determining whether the Supplies are controlled by the Arms Export Control Act, 22 U.S.C.2751-2794 and the International Traffic in Arms Regulation (ITAR), 22 C.F.R. 120 et seq. promulgated thereunder or the Export Administration Act and the Export Administration Regulations (EAR) promulgated thereunder and in such cases, the Supplies' Export Control Classification Number (ECCN) and any relevant licensing requirements. The Seller is responsible for informing Plasan NA of the USML Category or ECCN of the Supplies.

19.3 For Non-U.S. Based Sellers. The Seller hereby represents and warrants that unless it specifically notifies Plasan NA otherwise in writing, Seller represents that the Goods are not controlled by any export control restrictions under any jurisdictions and Plasan NA may rely on the Seller's representations and warranties made under this Section. Furthermore, any information or material of a technical nature that the Seller receives from Plasan NA or creates or manufactures in reliance of such material ("Material") may be subject to export control laws and regulations of various jurisdictions, specifically including, but not limited to ITAR or EAR. It is Seller's responsibility to ensure that where it receives U.S. origin technical information or Material that is marked as ITAR controlled or controlled by any other applicable export jurisdiction, that Seller shall comply in full with the applicable laws, rules and regulations. No Information of a technical nature received from or on-behalf of Plasan NA shall be transmitted electronically or put on an internet or intranet site unless the transmission or sites are secure and the information has been encrypted. Seller understands that obtaining US State Department or Commerce Department approval for licenses, agreements and amendments thereto takes time. Therefore, if Seller wishes to use new subcontractors or employees that are nationals of countries that are not already authorized by appropriate licenses or agreements, it shall timely inform Plasan NA thereof so that Plasan NA shall have sufficient time to work towards obtaining appropriate US Government approval without causing disruption to the timely fulfillment of the PO. For ITAR purposes, a person is considered a national of a country if he holds formal citizenship from that country OR he was born in that country regardless of if he holds formal citizenship from that country. For avoidance of doubt, Seller shall not be responsible to Plasan NA where Seller duly and properly includes all information requested by Plasan NA in the export application and any part of such application is not approved by the U.S. Government through no fault of Seller.

19.3.1 If Seller wishes to assert that any item of Material that it receives, creates or manufactures in connection with the PO is not subject to any export control restriction under any applicable law, then it must bring this to the immediate attention of Plasan NA, with written details of the reasons for its

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assertion. The Seller shall continue to treat the Material as export controlled until Plasan NA notifies it otherwise.

19.3.2 Seller shall provide all information and assistance reasonably required by Plasan NA in order for Plasan NA to obtain appropriate export or import licenses or in order for Plasan NA to enter into appropriate Technical Assistance Agreements, Manufacturing License Agreements or other applicable agreements and licenses required under ITAR, EAR, or any other applicable regulations.

19.4. By accepting the PO, Seller represents that they shall abide by any applicable export control regulations. Seller also agrees to indemnify and hold Plasan NA harmless for all claims, demands, damages, costs, fines, penalties, attorneys' fees, and all other expenses arising from any failure of Seller to comply with applicable export control regulations.

20. Compliance with Law

20.1. Anti-Corruption Requirements

- 20.1.1. Seller acknowledges that its actions may subject it and Plasan NA to liability under the FCPA, the anti-corruption laws, regulations, and policies of the home country of any supplier to this PO, the United States of America, and/or the anti-corruption laws, regulations, and policies of any other country with jurisdiction over the activities performed pursuant to this PO (together and individually hereinafter referred to as the "Anti-Corruption Requirements"). Seller acknowledges that it is familiar with the prohibitions under, and the requirements of, the Anti-Corruption Requirements.
- 20.1.2. Neither Seller nor any of its principals, consultants, subcontractor(s), vendor(s), shareholders, directors, officers, employees, or agents has performed or will perform any act which Plasan NA could reasonably believe would constitute a violation of the Anti-Corruption Requirements or which Plasan NA could reasonably believe would cause Plasan NA to be in violation of the Anti-Corruption Requirements, or present a credible risk, as determined by Plasan NA, of a violation of the Anti-Corruption Requirements.
- 20.1.3. If at any time Seller becomes aware of information or circumstances that suggest any of the provisions of this Section 20 may not be accurate, it shall notify Plasan NA immediately in writing, but not more than seven (7) days after becoming aware of such circumstances.
- 20.1.4. No payment will be made hereunder to any person other than Seller; and no payment will be made to Seller under this PO other than the payment of the compensation in accordance with the terms hereof. Seller's price quotations and invoice prices shall accurately and fairly reflect the commensurate value of the goods and services provided under this PO.
- 20.1.5. In connection with this PO, Seller shall maintain books, records, and accounts, which in reasonable detail, accurately and fairly reflect the transactions and asset dispositions of Seller and allow Plasan NA to (i) maintain accurate books and records, and (ii) comply with the requirements for internal management controls set forth in the Anti-Corruption Requirements as well as relevant U.S. laws and regulations.
- 20.1.6. Seller shall cooperate with, and provide assistance to, Plasan NA in implementing adequate due diligence procedures in connection with the selection and retention of consultants and subcontractors by Plasan NA or Seller.
- 20.1.7. Plasan NA will not solicit and Seller shall not provide, any gifts or gratuities (including but not limited to money, fees, commission, credits, gifts, things of value, or compensation), of any kind which is provided directly or indirectly to any employee of Plasan NA for the purpose of improperly obtaining or rewarding favorable treatment in connection with award of a purchase order or subcontract. Seller shall report in writing any solicitation or suspected solicitation of gifts or gratuities by Plasan NA's employees to Plasan NA's Compliance Representative at Compliance@plasan-na.com.

20.2. This paragraph applies if this PO is expected to exceed \$35,000 and is other than an order for a commercially available off-the-shelf item. If any subsequently issued modification to this PO increases the total value of this PO over \$35,000, Seller, by executing or performing the modification, agrees to the certification and warranty contained in this Article. In satisfaction of FAR 52.209-6 ("Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment"), Seller, by executing this PO, hereby discloses that neither Seller nor its principals presently are debarred, suspended, or proposed for debarment by the Federal Government. Seller shall immediately notify Plasan NA when Seller, or its principals, have been debarred, suspended or proposed for debarment

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by the Federal Government. The notification will describe the circumstances, the proposed corrective action and impacts on this PO.

20.3 This paragraph applies if this PO is expected to exceed \$150,000. If any subsequently issued modification to this PO, increases the total value of this PO over \$150,000, Seller, by executing or performing the modification, agrees to the certification contained in this Article. In accordance with FAR 52.203-11 (“Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions”) and FAR 52.203-12 (“Limitation on Payments to Influence Certain Federal Transactions”), Seller, by executing this PO, hereby discloses that, to the best of its knowledge and belief, no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of the Contract.

20.4. Seller, in the performance of this PO, warrants that it shall comply with all relevant laws, orders, rules, ordinances, and regulations (whether federal, state, or local), including but not limited to:

- 20.4.1. all U.S. laws and regulations including:
 - 20.4.1.1. the Fair Labor Standards Act of 1938, as amended (the FLSA), and the regulations and orders of the United States Department of Labor under the FLSA;
 - 20.4.1.2. the Occupational Safety and Health Act of 1970 (OSHA), as amended;
 - 20.4.1.3. the U.S. Department of Transportation regulations on hazardous materials and any other pertinent federal, state, or local statutes, laws, rules, or regulations;
- 20.4.2. the laws and regulations of Seller’s place of performance;
- 20.4.3. the applicable domestic and international prohibitions on child labor, human trafficking, and slavery;
- 20.4.4. the United States Foreign Corrupt Practices Act, 15 U.S.C. § 78 et seq. (the FCPA), and other Anti-Corruption Requirements as defined in paragraph 20.1, above; and
- 20.4.5. the Anti-Kickback Act of 1986.

20.5. By accepting the PO, Seller represents that they shall abide by the applicable regulations. Seller also agrees to indemnify and hold Plasan NA harmless for all claims, demands, damages, costs, fines, penalties, attorneys’ fees, and all other expenses arising from any failure of Seller to comply with the applicable regulations.

21. Termination

21.1. Termination for Default. Plasan NA, by written notice, may terminate the Contract for default in whole or in part, if Seller is in default of any of the provisions of the Contract, or if it becomes apparent that the Seller has failed to make progress so as to endanger timely deliveries or other material obligations under the Contract. The termination notice shall set out the nature of the default and that termination will take effect 10 days following delivery of the termination notice if the default set forth therein remains uncured. However, in the event that (i) the Seller becomes insolvent or unable to fulfill its obligations hereunder, or discontinues its business, or upon initiation by the Seller or by its Creditors of any procedures for bankruptcy, liquidation, debt settlement arrangement assignment of debts, appointment of a receiver or any similar procedure (each, an “Insolvency Event”) or (ii) where the Customer or Prime Contractor, as appropriate, have terminated their contract or part thereof with Plasan NA on shorter notice for delays caused by the Seller, then Plasan NA shall also be entitled to terminate the Contract or corresponding part thereof, even if earlier than the 10 day notice period. Plasan NA shall be entitled to purchase similar Supplies from alternate sources with respect to the work terminated and Plasan NA shall be entitled, in addition to any other rights arising from the default, to receive the difference, if any, in the cost of the Supplies and the cost of the alternate supplies. The Seller shall continue all work not terminated by Plasan NA. Upon termination of the Contract or part thereof for default, Plasan NA may require the Seller to transfer title and deliver to it, as directed by Plasan NA, any (1) completed Goods, and (2) partially completed Goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights that the Seller has specifically produced or acquired for the terminated portion of the Contract. Plasan NA shall credit the Seller with the reasonable value of such items, up to the lower of the Seller’s costs or the total price of the terminated part of the PO. Upon direction of Plasan NA, the Seller shall also protect and preserve property in its possession in which Plasan NA, the Prime Contractor or Customer has an interest.

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21.2. Termination for Convenience. Plasan NA may, by written notice, terminate the Contract without cause, in whole or in part, at any time and such termination shall not constitute a breach of the Contract. In the event of partial termination, the Seller shall continue to diligently perform the parts of the Contract that were not terminated. Upon termination, the Seller shall immediately cease all work on the terminated part of the Contract, cancel all orders for components, supplies and services related to the terminated part of the Contract, return to its stock or stock of its suppliers all re-usable components and supplies and Seller shall take all other commercially reasonable steps to mitigate the costs arising from termination. Plasan NA shall pay to the Seller a termination for convenience fee equal to actual allowable costs incurred and substantiated by documentary evidence for work completed, plus any additional allowable costs and expenses reasonably incurred by Seller as a direct result of the termination, taking into account the requirement to mitigate the costs and expenses, less any amounts previously paid with respect to the terminated work and credits for components and supplies returned to the Seller's stock or the stock of its suppliers. In no event shall Plasan NA be required to pay more in connection with the terminated work than it would have been required to pay had the work not been terminated. The Seller shall provide Plasan NA, within 60 days of the termination, a termination accounting, setting out the amounts claimed by the Seller in respect of the termination fee as described in this Section 20.2 and a suitable invoice in respect of the amount claimed. Plasan NA shall pay all amounts claimed by the Seller in the termination accounts that it does not dispute within 90 days of receipt of the termination accounts. Seller's entitlement to any amounts claimed, which Plasan NA does not agree to, shall be determined in accordance with the dispute provision in Section 24 below. All work in-process and other supplies paid for by Plasan NA under this Section 20.2 shall be the property of Plasan NA and delivered or disposed of according to Plasan NA's instructions.

22. Audit Rights

In order to assess Seller's compliance with these Terms, the Seller shall permit personnel of Plasan NA, a Prime Contractor and/or the Customer (and Seller shall obtain a similar right from its permitted subcontractor(s) and vendor(s)), reasonable access to all of Seller's facilities and quality assurance, manufacturing and logistics books and records (the "Records") for review and also access to the Seller's business and operations personnel involved in the performance of the Contract. Seller shall bear sole expense for any costs associated with any such audits hereunder.

23. Offset Credit/Cooperation

Any offset benefit credits resulting from this PO and any lower tier subcontracts issued by the Seller are the sole property of Plasan NA, to be applied to the offset program of its choice. Plasan NA may transfer the benefit of offset credits to its Prime Contractors. The Seller agrees, at no cost, to assist Plasan NA in securing appropriate offset credits from the respective country government authorities.

24. Customer's Requirements

24.1. In the event the PO is in support of Plasan NA's commitment to a Prime Contractor and/or a Customer, the applicable Prime Contractor's and Customer's requirements shall flow down to Seller as required by law.

24.2. It is Plasan NA's general policy to ensure that all of its products are compliant with U.S. law, rules and regulations. Consequently, the following provisions shall apply to all Contracts for Goods and Services sold to Plasan NA unless the Seller obtains Plasan NA's specific prior written waiver.

24.2.1. Buy America Act. The Buy America Act requires that when purchasing items that are not commercial off-the-shelf end-items, the U.S. Government gives preference to end-items that items are manufactured in the U.S. or certain other countries that are defined in the Buy America Act as "Qualifying Countries". The Seller hereby represents and warrants that, unless it notifies Plasan NA otherwise in writing in its offer to which the PO relates, all Goods are either U.S. made or made in a Qualifying Country. The following link is to the provisions of the Defense Federal Acquisition Regulations Supplement (DFARS) implementing the Buy American Act. Supplier agrees to familiarize itself with the regulations.
<http://www.acq.osd.mil/dpap/dars/dfars/html/current/252225.htm#252.225-7002>.

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- 24.2.2. Berry Amendment. The Berry Amendment forbids under most circumstances the U.S. Government from purchasing any Goods with Department of Defense funding if those Goods are listed in the Berry Amendment and not manufactured in the U.S. or if those Goods contain any items listed in the Berry Amendment as parts, components or materials and those parts, components or materials were not manufactured in the U.S. NOTE: The “Qualifying Country” exceptions of the Buy American Act do not apply to the Berry Amendment. The Seller shall ensure that all Goods are Berry Amendment compliant. The following link is to the Berry Amendment. Supplier agrees to familiarize itself with the Berry Amendment: <http://www.law.cornell.edu/uscode/text/10/2533a>
- 24.2.3. Specialty Metals; Ball Bearings. Certain materials may not be contained in or used in the production of goods sold to the U.S. Government unless they have been produced or smelted in the U.S. The following links provide the details of the items. The Seller shall not include in the Goods or use in the production of the Goods any items contained the links unless they have been produced or smelted in the U.S.: <http://www.acq.osd.mil/dpap/dars/dfars/html/current/252225.htm#252.225-7008>
<http://www.acq.osd.mil/dpap/dars/dfars/html/current/252225.htm#252.225-7009>
<http://www.law.cornell.edu/cfr/text/48/252.225-7016>
- 24.2.4. Defense Rating. Where the face of the PO provides that the Customer has rated the program with a defense rating under the US Defense Priorities and Allocations System (DPAS) regulation (15 CFR 700), then the Seller shall comply with all DPAS requirements flowing from the rating if the Seller is U.S. based. If the Seller is not U.S. based, the Seller shall pass the rating on in its orders to any of its U.S. subcontractor(s) and vendor(s) supporting the PO.
- 24.2.5. FARs and DFARS. All Federal Acquisition Regulations (FARs) and Defense Federal Acquisition Regulations Supplement (DFARS) quoted on the face of the PO or otherwise referenced in the Contract and PO Documents are incorporated by reference into these Terms in full, but as may be amended by the PO or other PO Document referencing them and provided further that if there is a conflict between these Terms and any quoted FAR or DFARS, then these Terms will prevail to the extent of the conflict. All references to “Government” and “Contracting Officer” will be deemed to refer to “Plasan NA”; all references to “Contractor” shall mean the “Seller”; all references to “contract” will be references to the Contract, in each case, unless the context and intention of the clause do not permit for such a meaning. Seller, by accepting this PO, hereby certifies compliance with the mandated clauses set forth within FAR 52.212-3 (for Commercial Items) and/or FAR 52.204-8 (for Non-Commercial Items).
- 24.2.6. Cost or Pricing Data. Where the Customer is entitled to receive cost and pricing data under applicable U.S. law and under the FARs and DFARS and the Customer has requested such data, then the Seller shall provide the Customer with the cost and pricing data. The Seller may provide the sensitive cost and pricing data directly to the Customer without providing Plasan NA with access thereto. The Seller shall ensure that this provision is included in any subcontracts it enters into.
- 24.2.7. United States Customs-Trade Partnership Against Terrorism (C-TPAT). Plasan NA’s U.S. Prime Contractors participate in the U.S. Department of Homeland Security (DHS) Customs and Border Protection (CBP) Customs-Trade Partnership Against Terrorism (C-TPAT) program. C-TPAT is a government-business initiative to build cooperative relationships that strengthen and improve the overall international supply chain and U.S. border security. Seller shall ensure shipments made in connection with the Contract are conveyed through transportation providers that are (1) certified under the U.S. CBP C-TPAT program, (2) certified under a supply chain security program of a country that the United States has entered into a C-TPAT mutual recognition agreement or (3) otherwise approved by Plasan NA prior to shipping. In addition to other requirements of the Contract, Seller shall ensure the physical integrity and security of all shipments under the Contract against the introduction of harmful or dangerous materials, drugs, contraband, weapons, or weapons of mass destruction or introduction of unauthorized persons in transportation conveyances and/or containers. Such measures shall include, but are not limited to: physical security of Seller’s manufacturing, packing, shipping, and storage; restriction of access of unauthorized persons to such areas; screening of personnel involved in any related supply chain activities to the maximum limits of applicable laws and regulations; and development, implementation, and maintenance of procedures to protect the physical integrity and security of all shipments. Upon request, Seller shall provide to Plasan NA reasonable evidence of compliance with this Section 23.2.7.
- 24.2.8. Conflict Minerals: Goods to be delivered by Seller shall not contain any minerals subject to the limitations made under Dodd-Frank Act, Section 1502 - Securities and Exchange Act of 1934, 17 CFR., or any other applicable law or regulation, including columbite-tantalite (coltan), cassiterite, gold, wolframite, or their derivatives (together: “Conflict Minerals”) unless Seller has first made a

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determination following a Reasonable Country of Origin Inquiry (RCOI) that the Conflict Mineral is from recycled or scrap sources and Seller has obtained Plasan NA's prior approval, having first provided Plasan NA with written disclosure of the Conflict Minerals and written details of the RCOI; or (ii) the Seller can first provide Plasan NA with satisfactory documentary evidence that the Conflict Mineral does not originate from the Democratic Republic of Congo or an adjoining country to it (together "Covered Countries") and Plasan NA prior approves in writing the inclusion of the minerals.

25. Disputes; Governing Law

- 25.1. The parties agree to exert best efforts to amicably resolve any dispute or claim arising from this PO. If a dispute is not resolved within a reasonable time, then the dispute shall be put in the hands of each party's Chief Executive Officers (CEOs), or equivalent high-ranking corporate officer, and such officer shall exert good faith efforts to resolve the dispute amicably through negotiation. If negotiations do not succeed within a reasonable time, either party may seek resolution in the courts, arbitration or mediation in accordance with this Section 25.
- 25.2. The Contract shall be construed and governed by the laws of the State of Michigan, USA without reference to its conflicts of laws provisions and the parties shall submit solely and exclusively to the jurisdiction of the competent federal & state courts of Michigan to determine any dispute arising herefrom. In any event, the parties explicitly agree to exclude the Convention for the Sale of International Goods. Nothing in this Section 25.2 shall preclude the parties from agreeing to refer the dispute to mediation or arbitration.

26. Miscellaneous

- 26.1. Neither party shall be liable with respect to the non-performance or partial non-performance of any of its undertakings hereunder where such non-performance or partial non-performance was caused by an event of force majeure, such as, without limitation, earthquakes, floods and other acts of God, general shortages of raw materials, general strikes, wars, terrorism, etc. ("Force Majeure event"), provided that in any Force Majeure Event affecting the Seller's delivery of the Goods, Seller notifies Plasan NA of the Force Majeure Event and resultant delays within 5 business days of such event. In the case that a Force Majeure Event prevents delivery of Supplies by more than 30 days past their delivery schedule date, then Plasan NA shall be entitled to cancel the PO and purchase the Supplies from alternate sources.
- 26.2. These Terms do not create any relationship between the parties other than that of independent contractors and no employee, agency, distributorship or other relationship shall be implied. Nothing hereunder shall be deemed to prevent Plasan NA from entering into any business relationship of any nature with any other party.
- 26.3. If any part of the Contract is held by any competent court of jurisdiction to be invalid or otherwise unenforceable, then to the extent that such is possible, the invalid part shall be deemed removed herefrom and the validity of the remaining terms and conditions shall not be affected.
- 26.4. The Seller shall not assign any of its rights or obligations hereunder in whole or in part to a third party without Plasan NA's prior written approval.
- 26.5. Notices shall be in writing and shall be effectively delivered personally, or by registered mail, or by fax or email (following confirmation of receipt), by fax (616) 988-6664 or by email to the issuing buyer. In the case of the Seller, as provided in the PO. Each party may change or add to its contact details by providing the other with written notice thereof.
- 26.6. If access to Plasan NA facilities is permitted under this PO, Seller's personnel shall comply with all Plasan NA security, safety, rules of conduct, badging and personal identification, and related requirements while on Plasan NA property. Before access is granted, Seller shall provide any information reasonably required by Plasan NA to ensure proper identification of authorized Seller personnel. Plasan NA may, in its sole discretion, remove any Seller employee from Plasan NA facilities.

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- 26.7. Neither Party shall contest the validity of this PO due to the use of electronic signatures or use of commercially acceptable standards in the transmission of this PO.
- 26.8. Seller shall maintain data protection processes and systems sufficient to adequately protect specifications, information, data, drawings, software, and other items which are (i) supplied to Seller by Buyer, or (ii) obtained or developed by Seller in the performance of this Purchase Order or paid for by Buyer (collectively, "Buyer Data"), and to comply with any law or regulation applicable to such data. If an event occurs whereby Seller knows, or reasonably believes, that Buyer Data has been actually or potentially disclosed to, or accessed or acquired by, an unauthorized individual or individuals ("Security Incident"), Seller shall (i) use commercially reasonable efforts to investigate, contain, and remediate the Security Incident, and (ii) notify Buyer in writing promptly, but not later than seventy-two (72) hours after discovering the Security Incident. Seller's notification to Buyer of a Security Incident shall include sending an email to Buyer's purchasing representative, and Seller shall encrypt emails to Buyer containing details of a Security Incident using industry standard encryption methods. The obligations contained in this Section are in addition to, and do not alter, Seller's obligations under applicable U.S. Government Procurement Regulations.
- 26.9. Seller shall furnish to Buyer any certificate required to be furnished by any provision of this Contract, including any clauses incorporated by reference herein, and any certificate required by any future law, ordinance, or regulation with respect to Seller's compliance with the terms and provisions of such laws, ordinances, or regulations. As used in this Article, the word "certificate" shall include any plan or course of action or recordkeeping function.
- 26.10. Seller shall not engage Customer or any Prime Contractors in discussions relative to disputes between Plasan NA and Seller or any other matter that may adversely impact Plasan NA's relations with Customer or Prime Contractors.