

PURCHASE ORDER TERMS AND CONDITIONS

The SSPE Purchase Order (the "Order") is conditioned on Seller's acceptance of these Purchase Order Terms and Conditions (the "Terms").

1. **Entire Agreement.** Seller shall be bound by the Terms, without change, unless SSPE agrees and accepts in writing. The Order and the Terms constitute the sole and entire agreement of the parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter hereof. If the Order has been issued in response to an offer, the terms of which are additional to or different from any of the provisions herein, then the Order issuance is subject to the express condition that Seller assents that the Order and the Terms constitute the entire agreement between SSPE and Seller with respect to the subject matter hereof.
2. **Acceptance.** By delivering the goods, Seller shall have accepted the Order and the Terms.
3. **Delivery Date.** Seller shall deliver the goods in the ordered quantities on the date(s) specified in the Order or as otherwise agreed in writing by the parties (the "Delivery Date"). Timely delivery of the goods is of the essence. If Seller fails to deliver the goods, in full, on the Delivery Date, SSPE may immediately terminate the Order by written notice to Seller and Seller shall indemnify SSPE against any losses, claims, damages, and reasonable costs and expenses attributable to Seller's failure to deliver the goods on the Delivery Date. Alternatively, if Seller fails to meet the Delivery Date, SSPE, without limiting its other rights or remedies, may direct expedited routing; any excess costs incurred thereby shall be debited to Seller's account. SSPE may return any goods delivered prior to the Delivery Date at Seller's expense and Seller shall redeliver such goods on the Delivery Date.
4. **Delivery Location.** All goods shall be delivered to the address specified in the Order or as SSPE otherwise instructs Seller (the "Delivery Location").
5. **Shipping.** Seller shall give SSPE written notice of shipment when the goods are delivered to a commercial carrier. Seller shall provide SSPE all shipping documents, including the commercial invoice, packing list, air waybill/bill of lading and any other documents necessary to release the goods, promptly after Seller delivers the goods to the commercial carrier. The Order number must appear on all and any documents pertaining to the Order.
6. **Title /Risk of Loss.** Title passes to SSPE upon delivery of the goods to the Delivery Location. Seller bears all risk of loss or damage to the goods until delivery of the goods to the Delivery Location.
7. **Packaging.** Goods must be packed for shipment according to SSPE's instructions or, if none, in a manner sufficient to ensure that the goods are delivered in undamaged condition. Goods shall be marked and labeled in

compliance with all applicable laws, standards and regulations. Seller must provide SSPE prior written notice if it requires SSPE to return any packaging material. Any return of packaging material shall be at Seller's expense.

8. **Nonconforming Goods.** SSPE may inspect all or a sample of the goods on or after the Delivery Date. SSPE, at its sole option, may reject all or any portion of the goods if it determines such goods are nonconforming or defective. If SSPE rejects any portion of the goods, SSPE may, upon written notice to Seller: (a) rescind the Order in its entirety; (b) accept the goods at a reasonably reduced price; or (c) reject the goods and require replacement thereof. If SSPE requires replacement of the goods, Seller shall, at its expense, promptly replace the nonconforming goods and pay for all related expenses, including, but not limited to, transportation charges for return of the defective goods and delivery of replacement goods. If Seller fails to timely deliver replacement goods, SSPE may replace them with goods from a third party and charge Seller the cost thereof and terminate the Order for default. Any inspection or other action by SSPE hereunder will not reduce or otherwise affect Seller's obligations under the Order. SSPE may conduct further inspections after Seller has carried out its remedial actions. If the Seller identifies nonconforming goods prior to or following shipment to SSPE, Seller shall notify SSPE immediately. SSPE will evaluate the nonconformance and determine appropriate disposition.
9. **Price.** The price is stated in the Order. If no price is included in the Order, the price shall be the price set forth in Seller's published price list in force as of the date of the Order. Unless otherwise specified in the Order, the price includes all packaging, transportation costs, insurance, customs, duties and fees and applicable taxes, including, but not limited to, all value-added taxes, sales, use or excise taxes. No increase in the price is effective, whether due to increased material, labor or transportation costs or otherwise, without SSPE's prior written consent.
10. **Most Favored Customer.** Seller warrants that the price is the lowest price charged to any of Seller's customers for similar goods. If Seller charges any other customer a lower price, Seller must apply that price to all goods under the Order. If Seller fails to meet the lower price, SSPE, at its option, may terminate the Order for default.
11. **Payment Terms.** Seller shall issue an invoice to SSPE on or after the delivery in accordance with the Terms. SSPE shall pay all properly invoiced amounts due to Seller NET 30 days after SSPE's receipt of such invoice, except for any amounts disputed by SSPE in good faith. The parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under the Order notwithstanding any such dispute. All payments hereunder will be in US Dollars.

12. Changes by SSPE. SSPE may, at any time, in writing, make changes within the general scope of the Order, in any one or more of the following: (a) applicable drawings, designs or specifications; (b) method of shipment or packing; (c) place or timing of delivery; (d) materials, methods or manner of production; or (e) quantity. If any such change causes an increase or decrease in the cost of or the time required for performance of the Order, an equitable adjustment shall be made in the price or delivery schedule or both, and the Order shall be modified accordingly. Any claim for adjustment must be asserted within 20 days from Seller's receipt of the change notice, but such period may be extended upon SSPE's written approval. However, nothing in this clause will excuse Seller from proceeding with the Order as changed or modified.

13. Set-off. Without prejudice to any other right or remedy it may have, SSPE reserves the right to set off at any time any amount owing against any amount payable to Seller.

14. Warranties. Seller warrants that all goods will conform to applicable specifications, drawings, designs, samples and other requirements specified; free from any defects in workmanship, material and design; fit for their intended purpose and operate as intended; will be merchantable; and free and clear of all liens, security interests or other encumbrances. Goods provided hereunder will not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment of or for the goods. These warranties are cumulative and in addition to any other warranty provided by law or equity and shall survive acceptance of and payment for the goods ordered hereunder. Any applicable statute of limitations runs from the date of SSPE's discovery of the noncompliance of the goods with the foregoing warranties. If SSPE gives Seller notice of noncompliance, Seller shall, at its own expense, promptly replace or repair the defective or nonconforming goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement goods to SSPE.

15. Termination for Default. In addition to any remedies provided under the Terms, SSPE may terminate the Order with immediate effect upon written notice to Seller, either before or after the acceptance of the goods, if Seller has not performed or complied with any of the Terms, in whole or in part, if Seller fails to make progress so as to endanger performance of the Order as reasonably determined by SSPE, or if Seller becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. If SSPE terminates the Order pursuant hereto, Seller's sole and exclusive remedy is payment for the goods received and accepted prior to termination.

16. Termination for Convenience. SSPE may at any time (notwithstanding the existence of any of the causes or events specified in Section 15 or any other condition of default) cancel in whole or in part, the undelivered portion of the goods by written notice to Seller, who shall immediately upon receipt of such notice discontinue all work in respect to the cancelled portion of the Order except as may be necessary to preserve and protect the work and materials then in process. Seller shall use its best efforts to cancel and terminate all then existing orders placed by Seller which are chargeable to the cancelled portion of the Order. In the event of such termination and if Seller is not in default hereunder, SSPE shall pay Seller, in addition to the price for all conforming goods previously delivered to and accepted in accordance with the terms of the Order and not previously paid for, all reasonable direct costs necessarily incurred by Seller in connection with the cancelled portion of the Order, which payment(s) shall be in full settlement of all claims by Seller arising out of such cancellation, provided that Seller delivers to SSPE all goods paid for.

17. Indemnity. Seller shall defend, indemnify and hold harmless SSPE and its subsidiaries, affiliates, successors or assigns, respective directors, officers and employees and SSPE's customers (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any rights hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with the goods purchased from Seller or Seller's negligence, willful misconduct or breach of the Terms. Seller shall, at its expense, defend, indemnify and hold harmless Indemnitees against any and all Losses arising out of or in connection with any claim that such Indemnitee's use or possession of the goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. The obligations accepted by Seller under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by Seller, or by Seller's subcontractors or permitted assigns, pursuant to any applicable workers' compensation statute or disability benefit statute or any other employee benefit law, rule or regulation. Seller shall not enter into any settlement without SSPE's or Indemnitee's prior written consent.

18. Insurance. Seller shall maintain Commercial General Liability insurance, including public, product, premises and completed operations, contractual and vendors liability, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Such insurance must: (a) be maintained with an insurance carrier reasonably acceptable to SSPE; (b) be written in a form reasonably acceptable to SSPE; (c) be primary and noncontributory with respect to any insurance carried by or on behalf of SSPE, (d) contain a

waiver of subrogation in favor of SSPE; and (e) include SSPE as an additional insured. On SSPE's request, Seller shall provide SSPE with certificates of insurance evidencing the coverage required hereunder. Seller must notify SSPE at least 30 days in advance of any material change, cancellation or nonrenewal of any such policy, except that ten days' notice is required in the event of cancellation for non-payment of premium.

19. **Limitation of Liability.** SSPE's liability to pay any amount to Seller for any reason shall not exceed the amount SSPE has agreed to pay Seller for the goods. SSPE SHALL NOT BE LIABLE TO SELLER FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OR COMMERCIAL LOSSES ARISING FROM THE PURCHASE OF GOODS REGARDLESS OF THE CAUSE OF ACTION OR THE FORM OF THE CLAIM FOR DAMAGES, AND EVEN IF SSPE IS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

20. **Collection.** In the event that affirmative action (including, without limitation, consultation with lawyers or collection efforts prior to the filing of any lawsuit) is required on the part of SSPE to collect any amount owing to SSPE by Seller, Seller shall pay to SSPE all costs of collection including, but not limited to, legal fees incurred by SSPE.

21. **Subcontractors.** Seller must obtain prior written authorization from SSPE to use subcontractors for any activity relating to the goods provided hereunder occurring on SSPE's premises. The Terms shall be applicable to all subcontractors and Seller is responsible for enforcement. Seller will maintain a contractor management program to ensure that subcontractors comply with the safety requirements of the Terms and the Order. The Seller is responsible to flow down to its sub-suppliers all applicable SSPE requirements, including regulatory requirements where required.

22. **Compliance with Law.** Seller warrants that it is in compliance with and shall comply with all applicable laws, regulations and ordinances. Seller has, and shall maintain in effect, all licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Order.

23. **Government Contracts.** If the Order is issued under any U.S. Government agency contract or subcontract thereunder, then Seller shall comply with all of the applicable provisions of Title 48 of the Code of Federal Regulations ("CFR") relating to procurement by U.S. Governmental agencies, as the same may be amended, superseded or modified. Seller is charged with knowing and complying with any and all such provisions incorporated herein. Seller shall comply with applicable federal regulations on affirmative action implementing Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; and the Vietnam

Era Veterans' Readjustment Assistance Act of 1974, as amended. SSPE and Seller hereby incorporate the requirements of 41 C.F.R. §§60-1.4(a)(7), 60-250.5(a) and 60-741.5(a), if applicable.

24. **Record Retention, Inspection and Audit Rights.** Seller shall maintain complete books and records, including inspection records, with respect to all goods, which records shall be in English and be available to SSPE during performance of the Order and until the later of 5 years after final payment; final resolution of any dispute involving the goods delivered hereunder; or the latest time required by applicable law or regulation. Seller shall at any time, and after reasonable notice by SSPE, (i) grant to SSPE, SSPE's customers and/or to any applicable regulatory authority, unrestricted access to (or if SSPE so requests, provide to SSPE copies of) such books and records, wherever such books and records may be located (including third-party repositories), and (ii) provide SSPE, SSPE's customers and/or any such authority the right to access, and to perform any type of inspection, test, audit or investigation at Seller's premises, including manufacturing and test locations, for the purpose of enabling SSPE to verify compliance with the requirements of the Order or for any other purpose indicated by SSPE's customers or said authority in certification, manufacture, use and/or connection with the design, development or support of the goods. Seller and its subcontractors shall furnish all reasonable facilities and assistance for the safe performance of the inspection, test, audit and/or investigation.

25. **No Waiver.** No waiver by any party of any of the provisions of the Order will be effective unless in writing and signed by the party so waiving. Except as otherwise set forth in the Order, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Order will operate or be construed as a waiver thereof, nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

26. **Confidential Information.** All confidential or proprietary information of SSPE, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, whether disclosed orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the Order is confidential, solely for the use of performing the Order and may not be disclosed or copied unless SSPE agrees in writing. Upon SSPE's request, Seller shall promptly return all documents and other materials received from SSPE. SSPE shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to Seller at the time of disclosure; or (c) rightfully

obtained by Seller on a non-confidential basis from a third party who was not under any obligation of confidentiality.

27. Force Majeure. Neither party shall be liable to the other for any delay or failure in performing its obligations under the Order to the extent such delay or failure is caused by an event or circumstance that is beyond that party's reasonable control, without such party's fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable (a "Force Majeure Event"). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, pandemic, epidemic, war, invasion, hostilities, terrorist acts, riots, strikes, embargoes or industrial disturbances. Seller's economic hardship, labor difficulties or changes in market conditions are not considered Force Majeure Events. Seller shall use all diligent efforts to immediately notify SSPE in writing of any actual or potential Force Majeure Event, end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under the Order. If a Force Majeure Event prevents Seller from carrying out its obligations under the Order for a continuous period of more than ten business days, SSPE may terminate the Order immediately by written notice.

28. Assignment. Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Order without SSPE's prior written consent. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Seller of any of its obligations hereunder. SSPE may at any time assign, transfer or subcontract any or all of its rights or obligations under the Order without Seller's prior written consent.

29. Amendment. No change to the Order is binding upon SSPE unless it is in writing, specifically states that it amends the Order and is signed by a SSPE authorized representative.

30. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in the Order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from the Order.

31. No Third-Party Beneficiaries. The Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Terms.

32. Governing Law. All matters arising out of or relating to the Order shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law rule that would

cause the application of the laws of any other jurisdiction. The United Nations Convention on the International Sale of Goods shall not apply to any matter arising out of or relating to the Order.

33. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to the Order shall be instituted in the federal courts of the United States of America or the courts of the State of Wisconsin, in each case located in the City of Mequon and County of Ozaukee, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

34. Cumulative Remedies. The rights and remedies under the Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

35. Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified mail (return receipt requested, postage prepaid). Except as otherwise provided in the Order, a Notice is effective only upon receipt of the receiving party and if the party giving the Notice has complied with the requirements of this Section.

36. Severability. If any term or provision of the Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Order or invalidate or render unenforceable such term or provision in any other jurisdiction.

37. Survival. Provisions of the Order which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Order including, but not limited to, the following provisions: Set-off, Warranties, Indemnification, Intellectual Property, Indemnification, Insurance, Compliance with Laws, Confidentiality, Governing Law, Submission to Jurisdiction and Survival.