

1.) General

These General Terms and Conditions (“Terms and Conditions”) shall apply to all purchase orders executed by Jacobs Vehicle Systems, Inc. The Word “buyer” used herein shall refer to Jacobs Vehicle Systems, Inc., or the division, unit, subsidiary or affiliate thereof identified as the issuer of the purchase order. As used herein, “seller” means the person identified on the face of the purchase order as the individual, partnership, corporation or other entity to which the purchase order is issued.

All orders shall be deemed confirmed and placed by buyer when the purchase order is signed by the seller or when buyer receives seller’s confirmation of the purchase order through electronic means, including without limitation by e-mail communication. Confirmed orders shall not be duplicated, and if such duplication occurs the buyer reserves the right to reject and return such duplications at the seller’s risk and expense. It is the seller’s responsibility to review and compare the written specifications that apply to the purchase order and these Terms and Conditions with any verbal or wire information received before the purchase order is confirmed by seller.

2.) Additional Documents and Data

All specifications, drawings, notes, instructions, engineering notices, and technical data, including without limitation the Jacobs Supplier Quality and Performance Requirements Manual (which is available on buyer’s website located at <http://www.jacobsvehiclesystems.com/>) and any additional terms and conditions that may be contained in the purchase order, delivered to seller by buyer and/or referenced in connection with the purchase order (the “Additional Documents and Data”), are incorporated herein by reference. These Terms and Conditions, along with all Additional Documents and Data, shall constitute the entire agreement between buyer and seller (collectively the “Agreement”). All references to “this purchase order,” “provided for herein,” “set forth herein,” “this Agreement,” and the like, shall be deemed to include both the Terms and Conditions and such Additional Documents and Data.

3.) Acceptance

a. Any purchase order confirmed by seller shall be subject to the Terms and Conditions set forth herein. Seller is not permitted to modify, alter, or add to the Terms and Conditions set forth herein. Any attempt by seller to add to, alter or modify the Terms and Conditions shall not be binding upon buyer if in conflict with, inconsistent with, or in addition to the Terms and Conditions set forth herein, and all such conflicting, inconsistent and additional terms and conditions are hereby expressly rejected. The purchase order becomes a binding contract when accepted by seller, which acceptance shall be evidenced by seller signing the purchase order or by buyer’s receipt of seller’s confirmation of the purchase order through electronic means, including without limitation by e-mail communication. Shipment of any part of the goods or the furnishing of any part of the services provided for herein shall also constitute acceptance of any purchase order upon the terms herein, and any such acceptance is expressly conditioned upon and limited by the Terms and Conditions set forth herein.

b. The purchase order does not constitute an acceptance by buyer of any offer to sell, any quotation, or any proposal. Reference in the purchase order to any such offer to sell, quotation, or proposal shall in no way constitute a modification of any of the Terms and Conditions set forth herein. **ANY ATTEMPTED ACKNOWLEDGMENT OR ACCEPTANCE OF THE PURCHASE ORDER CONTAINING ANY TERMS AND CONDITIONS INCONSISTENT WITH OR IN ADDITION TO THE TERMS AND CONDITIONS SET FORTH HEREIN IS NOT BINDING UPON BUYER UNLESS SPECIFICALLY ACCEPTED BY BUYER IN WRITING, WHICH WRITTEN APPROVAL MUST SPECIFICALLY REFERENCE ANY SUCH INCONSISTENT OR ADDITIONAL TERMS AND CONDITIONS.**

4.) Warranties

a. In addition to all warranties provided under applicable law, the seller warrants that all articles, goods and/or services covered by the purchase order will be merchantable and free from defects in design, material and workmanship, and will conform to all applicable specifications, drawings, samples and descriptions, (including any design, performance specification or other requirements approved or adopted by buyer) and will be fit and sufficient for the particular purposes for which they are purchased. Seller further agrees that all terms of warranty are in compliance with all applicable laws in effect at the time of shipment. In case any such item shall be defective or otherwise not in conformance with the purchase order, seller shall, at buyer's option and in addition to all other remedies of the buyer, either credit the buyer for such defective or non-conforming items, or at seller's own expense replace, repair or correct any such item. Such warranties, together with all applicable service warranties and guarantees, shall run to the buyer and its successors, assigns, and customers and to the users of its products and shall survive any inspection, delivery, acceptance, or payment by the buyer for the goods or services.

Seller shall defend, indemnify and hold buyer harmless from and against any loss, damage, liability, claim, demand, suit and expense (including reasonable attorneys' fees and costs) which may be incurred by buyer as the result of any claim, suit or proceeding alleged, made or brought against buyer based upon (i) the breach of any seller warranty or (ii) any defect in the product that causes damage to person or property of buyer or any third party.

b. Any attempt by seller to limit, disclaim or restrict any of the above warranties or remedies of buyer, by acknowledgement or otherwise in accepting or performing under the purchase order, shall be null, void and ineffective without buyer's prior written consent.

5.) Price

The prices and terms are as stated in the purchase order. Seller warrants that the prices stated in the purchase order are comparable to the prices quoted by seller to other customers of the same class for like materials and quantities. The prices and terms may not be altered, modified or adjusted by seller without the prior written approval of buyer. In the event there is a conflict between the terms contained herein or the terms on the purchase order, the terms contained on the purchase order shall apply to the extent of such conflict.

6.) Changes

Buyer may at any time by written notice to seller make changes in drawings, specifications, descriptions, shipping instructions, quantities, and/or delivery schedules. Should any such change increase or decrease the cost of, or the time required for performance of, the purchase order, seller must provide written notice to buyer specifically describing any such expected change to the price and/or delivery schedule. In such event, buyer and seller shall negotiate, in good faith, to determine whether an adjustment to the price and/or delivery schedule is appropriate under the circumstances. Any amendment made to the price and/or delivery schedule must be evidenced by a written amendment to the purchase order, and must be approved in writing by buyer. No change to the price and/or delivery schedule or substitution of material made by the seller will be valid unless authorized in writing by the buyer.

7.) Delivery Schedule and Buyer Preferred Carriers

Seller shall make deliveries both in quantities and at the time specified in schedules furnished in connection with the purchase order by the buyer to the seller or in schedules hereafter agreed upon between the parties in writing. Seller agrees only to use common carriers and other transportation service providers with which buyer has a preferred customer relationship in connection with the delivery of any articles, goods, and services hereunder (the "Buyer Preferred Carriers"). Buyer will provide seller with a list of all Buyer Preferred Carriers and the discounted terms and prices associated with such Buyer Preferred Carriers. At buyer's discretion, the list of Buyer Preferred Carriers and applicable terms and prices may be made available on buyer's website at <http://www.jacobsvehiclesystems.com/>. Seller agrees to use only the Buyer Preferred Carriers in connection with the delivery and shipment of all articles, materials, and services provided to buyer under the purchase order. Buyer shall have the right to cancel for default all or any part of the undelivered portion of the purchase order if seller does not make deliveries as specified in the delivery schedule. Buyer may from time to time make changes in scheduled deliveries or may direct the temporary suspension thereof, in its sole discretion and without penalty. Buyer shall not be required to take delivery of any goods prior to the date specified in the applicable schedule, and any goods so delivered may be returned to seller at seller's expense or held by buyer at seller's risk.

8.) Termination at Option of Buyer

a. Time is of the essence with regard to seller's performance under the purchase order. Except in instances of delay which are due to causes beyond the reasonable control and without the fault or negligence of seller and all of its suppliers, direct and indirect at every subcontract level, buyer may by written notice of default to seller terminate the whole or any part of the purchase order in any one of the following circumstances: (i) if seller fails to perform within the time specified in the purchase order or any approved extension thereof; or (ii) if seller fails to perform any of the other obligations set forth herein, or so fails to make progress as to endanger performance of the purchase order in accordance with the Terms and Conditions set forth herein, and in either of these two circumstances does not cure such failure within a period of ten (10) days or such longer period as buyer may authorize in writing after receipt of notice from buyer specifying such failure. Upon such termination, buyer may procure, upon such terms, as it shall deem

appropriate, supplies and/or services similar to those to be provided by seller under the purchase order, which have been so terminated. In such event, seller shall continue performance of the purchase order to the extent not terminated and shall be liable to buyer for any excess costs incurred by buyer to obtain the terminated supplies or services from another party. As an alternate remedy, and in lieu of termination for default, buyer, in its sole discretion, may elect (1) to extend the delivery schedule and/or (2) to waive other deficiencies in seller's performance, in which case the purchase order price shall be adjusted accordingly by buyer and seller shall be obligated to continue to perform under the purchase order pursuant to the adjusted price. In the event seller for any reason anticipates difficulty in complying with the required delivery date, or in meeting any of the other requirements of the purchase order, seller shall promptly notify buyer in writing. If seller does not comply with buyer's delivery schedule, buyer may require delivery by fastest way and any charges resulting from the premium transportation must be fully prepaid and absorbed by the seller.

b. Buyer reserves the right to cancel the purchase order or any unfilled portion thereof if buyer determines, in its sole and exclusive discretion to be exercised in good faith, that its requirements for the items have changed materially from its requirements on the date on which the purchase order was issued. In such event, buyer shall provide written notice to seller of such termination and shall be obligated to pay only for those goods delivered and services performed through the effective date of termination.

c. The rights and remedies of the buyer provided in this paragraph 8 shall not be exclusive and are in addition to any other rights and remedies provided by applicable law or under the Terms and Conditions set forth herein.

9.) Modifications of Purchase Order and Non-assignment

The purchase order, together with the Terms and Conditions set forth herein and any Additional Documents and Data, contains the complete and final Agreement between buyer and seller regarding the subject matter hereof, and no agreement or other understanding in any way purporting to modify the terms and conditions hereof shall be binding upon buyer unless agreed to by buyer in writing on or subsequent to the date of the purchase order. Seller shall not delegate, transfer, or assign in any manner to any other person the performance of any work or the supplying of any services under the purchase order. Seller may assign monies due and to become due under the purchase order, provided, however, that buyer shall be entitled to assert against the assignee thereof all rights, claims and defenses of every type (including, but not being limited to, rights of setoff, recoupment, and counterclaim) which buyer could assert against seller, whether acquired prior or subsequent to such assignment.

10.) Delivery

a.) Transportation – All goods shall be properly packed, marked and shipped in accordance with the requirements of the common carrier transporting such goods and of the purchase order and in a manner which will permit the securing of the lowest transportation rates. Unless otherwise provided in the purchase order, no charge shall be made by seller for containers, crating, boxing, bundling, dunnage, drayage, or storage. Seller shall reimburse buyer for all

expenses incurred by buyer as a result of improper packing, markings or routing. Seller shall route shipments in accordance with buyer's instructions. Any transportation charges paid by seller with respect to which seller is entitled to reimbursement (as evidenced by buyer's prior written approval) shall be added to seller's invoice as a separate item and the receipted freight bill shall be attached thereto. Unless otherwise agreed in writing, no charges resulting from unauthorized or special transportation will be allowed and seller will be charged for such unauthorized or special transportation expenses.

b.) Risk of loss -Delivery shall not be deemed to be complete until the goods have been actually received and accepted by buyer notwithstanding any agreement to pay freight, express, parcel post or other transportation charges, and the risk of loss or damage in transit shall be upon the seller.

c.) Delays – Seller agrees to notify buyer when unable to ship on the date(s) specified on the purchase order. Seller shall be liable for any damages resulting from seller's failure to make delivery within the time required under the purchase order, except where (i) such delay and delivery shall be due to causes beyond the reasonable control of seller and (ii) seller promptly notifies buyer of such delay due to cause beyond its reasonable control in writing. If seller for any reason does not comply with buyer's delivery schedule, the buyer, in addition to any other rights or remedies available to it by contract or by law, may at its option terminate the purchase order or cancel any portion thereof without penalty or further liability to seller.

11.) **Inspection**

a.) All goods (which term includes, but is not limited to, raw materials, components, intermediate assemblies and end products) shall be subject to inspection and testing by the buyer and its customers to the extent practicable at all times and places, including the period of manufacture, and in any event prior to final acceptance by the buyer and its customer.

b.) If any inspection or test is made on the premises of seller or its supplier, seller shall, without additional charge, provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and tests on the premises of seller or its supplier shall be performed in such a manner as not to unduly delay the work.

c.) Seller shall provide and maintain an inspection and process control system acceptable to buyer and its customer covering the goods hereunder, including without limitation those conditions contained in the Supplier Quality and Performance Requirements Manual, which is incorporated herein by reference and is available on buyer's website located at <http://www.jacobsvehiclesystems.com/>. Records of all inspection work by seller shall be kept complete and available to buyer and its customer during the performance of the purchase order and for such longer periods as may be specified by buyer in the purchase order or otherwise in writing to seller.

d.) Acceptance or rejection of the goods shall be made as promptly as practicable after delivery, except as otherwise provided in the purchase order, but failure to inspect and accept or reject goods shall neither relieve the seller from responsibility for such goods as are not in accordance

with the purchase order requirements nor impose liability on buyer therefore.

e.) It is expressly agreed that payment shall not constitute final acceptance. Defective goods will be returned at seller's risk and expense at the full invoice price, plus incoming transportation charges, if any, and no replacement of defective goods shall be made unless specified in writing by the buyer. Buyer may reject and return any portion of shipment, which may be defective or fail to comply with specifications, drawings, samples or descriptions stated in the purchase order without invalidating the remainder of the purchase order.

12.) Rejections

If any of the goods ordered are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of the purchase order, including any applicable drawings and specifications, buyer, in addition to such other rights, remedies and choices as it may have by contract or by law, at its option and sole discretion may; (a) reject and return such goods at seller's expense; or (b) require seller to inspect the goods and remove and replace nonconforming goods with goods that conform to the purchase order. If buyer elects option (b) above and seller fails to promptly make the necessary inspection, removal and replacement, buyer may at its option inspect and sort the goods and seller shall pay the cost thereof.

13.) Taxes

All state and federal excise, sales and use taxes, when applicable, shall be stated separately on invoices. Any reduction in seller's cost resulting from a reduction in these taxes from those in force on the date of the purchase order shall be paid to buyer by seller in the form of a reduction of the price of the goods covered by the purchase order.

14.) Patents

By accepting the purchase order, seller agrees to defend, indemnify and hold harmless buyer, its successors, assigns, customers and users of its products from and against any and all liability, damages, loss and expense (including reasonable attorney's fees) by reason of any claim, demand, action or litigation arising out of any alleged or actual, direct or contributory, infringement of any United States or foreign patent arising out of the purchase, sale, or use of any article, apparatus or any part thereof constituting goods delivered under the purchase order as well as any device or process necessarily resulting from the use thereof. Buyer agrees to notify seller promptly of any such claim of which buyer becomes aware and to provide seller all reasonable information and assistance (at seller's expense) as may become necessary for defense of the claim. Seller shall pay all damages and costs, if any, which may be awarded therein. In case use of said article, apparatus, part or device is enjoined, seller shall at its own expense and at its option, either procure for buyer the right to continue using said article, apparatus, part, or device, or replace same with a non-infringing equivalent, or remove same and refund the purchase price and all transportation, installation and other charges, duties, or fees paid by buyer in connection with the purchase thereof. If the purchase order involves experimentation, research, or development work, seller agrees to grant to buyer an irrevocable, perpetual, non-

exclusive, royalty free, worldwide, assignable license to make, have made, use and sell any inventions resulting from such work performed under the purchase order.

15.) Waiver of Breach

No waiver of any provision of this Agreement, nor of any rights or obligations of either party hereunder, shall be effective unless in writing and signed by the party waiving compliance, and such waiver shall be effective only in the specific instance, and for the specific purpose, stated in such writing. No waiver of breach of, or default under, any provision of this Agreement shall be deemed a waiver of any other provision, or of any subsequent breach or default of the same provision.

16.) Engineering Information, Tools, Materials, etc.

Seller agrees not to use any designs, tools, patterns, drawing, materials or other information or equipment furnished by the buyer in the manufacture or design of any article or goods for any other customer or person, firm or organization. All special dies, tools, patterns, jigs, fixtures or any information or drawings supplied by the buyer, whether loaned to the seller or manufacturer, or otherwise acquired by the seller for the performance of the purchase order and specifically charged to the buyer, are the sole and exclusive property of the buyer. Seller shall mark all Buyer's property for identification as the buyer may designate, and upon completion or termination of the purchase order shall be returned to the buyer in good condition, reasonable wear and tear excepted, together with all surplus materials, unless otherwise directed in writing by the buyer, and seller agrees to replace, at its expense, all property and materials which are not so returned. Seller shall make no charge for any storage, maintenance or retention of such property of the buyer, and the seller shall bear all risk of the loss for buyer's property in the seller's possession and keep the same insured at seller's expense in an amount equal to the replacement cost thereof with loss payable to the buyer. The seller further agrees to furnish the buyer, upon request, with a written inventory of all such property in its custody or control and shall indicate the condition of each item and furnish the buyer on demand with any drawings, specifications, or sketches of any item specifically paid for by the buyer. Seller's invoices for special tools, dies, jigs, fixtures, molds, patterns and the like shown as separate item on the face of the purchase order will not be paid by the buyer until production quantities or samples are received from the seller and are accepted by the buyer. Except as may otherwise be provided for in the purchase order, all jigs, dies, fixtures, molds, patterns, special gauges, special test equipment and other items of special tooling required for seller's performance hereunder shall be furnished by and at the expense of seller. Except as may otherwise be provided for in the purchase order, title to such special tooling shall remain with seller, who shall maintain and/or replace such tooling, as required, at no expense to buyer. Buyer shall have the right (but not the obligation) to purchase all or any portion of such special tooling, at any time after the completion, termination or cancellation of the purchase order, at its then fair market value. If such fair market value is not promptly agreed upon by buyer and seller, the parties shall choose an impartial third party to determine such fair market value and such third party's determination shall be final and binding.

17.) Proprietary Policy

- a. No proprietary data, which includes design and engineering data, know-how and information, whether patentable or not, technical information, prints, samples, and any other information disclosed to the seller by the buyer in connection with this Agreement – including the purchase documents, or buyer's intent to order whether or not such order materializes – will be disclosed by seller in any way, shape or manner to any person, firm or organization, nor will seller utilize the same, or permit others to utilize the same except as authorized in writing by the buyer.
- b. Seller shall keep confidential any technical, proprietary, process or economic information derived from drawings, specifications and other data furnished by buyer in connection with the purchase order and shall not divulge, export, or use, directly or indirectly, such information for the benefit of any other party without obtaining buyer's prior written consent. Except as required for the efficient performance of the purchase order, seller shall not make copies or permit copies to be made of such drawings, specifications, or other data without the prior written consent of buyer. If any reproduction is made with prior consent, this confidentiality notice shall be provided thereon. Upon completion, termination, or cancellation of the purchase order, seller shall promptly return to buyer all materials and any copies thereof, except for one record copy, incorporating such information.
- c. Any knowledge or information which the seller shall have disclosed or may hereafter disclose to the buyer, and which in any way relates to the goods or services covered by the purchase order, shall not, unless otherwise specifically agreed to in writing by the buyer, be deemed to be confidential or proprietary information, and shall be acquired by buyer, free from any restrictions, as part of the consideration for the purchase order.

18.) Force Majeure

Buyer reserves the right, at its option, either to suspend shipments of goods covered by the purchase order or to cancel the purchase order, in whole or in part, at any time where such suspension or cancellation is caused by Acts of God, or any other events outside of the control of Buyer, including but not limited to any acts, orders or requirements of a governmental body, or reasonably results from United States Government orders or requirements, embargoes, acts, regulations, directives of any civil or military authorities, acts of the public enemy, inability to secure transportation facilities, acts of terrorism, strikes, differences with workmen, accidents at buyer's work or other contingencies or conditions that are beyond the buyer's reasonable control.

19.) Government Regulations and Laws

a. Fair Labor Standards – By acceptance hereof seller certifies compliance with the “Fair Labor Standards Act” of 1938, as amended, including Section 12(a) and seller shall insert a certificate to that effect on all invoices submitted in connection with the purchase order.

b. Non-segregated Facilities - The seller certifies by accepting the purchase order that it does not maintain any physical facilities that are segregated on the basis of race, color, or any other protected class status and seller agrees that it will not knowingly allow its employees to work at a

location where such segregation exists and will otherwise comply with the requirements set forth in 41 CFR Chapter 60-1.85.

c. OSHA, FCPSA, FHSA - The seller certifies that the goods supplied pursuant to the purchase order are in compliance with applicable sections of the Occupational Safety and Health Act of 1970 as amended, the Federal Consumer Product Safety Act, as amended, and the Federal Hazardous Substances Act, as amended, and lawful standards and regulations hereunder. Seller will defend, indemnify and hold harmless buyer against and from all losses, claims, damages, liabilities and expenses including, but not limited to, attorney's fees and costs, arising out of seller's failure or the failure of such goods to comply with such Acts, regulations or standards.

d. Hazardous Materials, TSCA – Seller warrants that each chemical substance constituting or contained in the goods sold or otherwise transferred to buyer hereunder is on the list of chemical substances compiled and published by the Environmental Protection Agency pursuant to the Toxic Substance Control Act, as amended, and seller further warrants that it has or at the time the first delivery of the goods is made to buyer will have also delivered to buyer any "Material Safety Data Sheet (MSDS)" required to be provided to buyer or buyer's customer pursuant to the applicable OSHA hazard communication standards contained in 29 CFR Chapter XVII, Part 1910.1200, as the same may be amended or supplemented from time to time.

20.) Equal Opportunity Clause- (Applicable to purchase orders exceeding \$10,000)

During the performance of the purchase order, seller agrees as follows:

a. Seller will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Seller will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Seller agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the federal government or buyer setting forth the provisions of this nondiscrimination clause.

b. Seller will, in all solicitations or advertisements for employees placed by or on behalf of the seller, state that all qualified applicants will receive considerations for employment without regard to race, religion, color, sex or national origin.

c. Seller will comply with all provisions of Executive Order 11246, as amended, Section 503 of the Rehabilitation act of 1973, as amended; 38 USC 2012. The Vietnam Era Veterans Readjustment Act of 1974, relative to equal employment opportunity; the implementing rules and regulations of the Office of Federal Contract Compliance Programs, and of the rules, regulations, and relevant orders of the Secretary of Labor.

d. Seller will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the federal government or buyer, advising the labor union or workers representative of seller's commitments

under Section 202 of Executive Order 11246 as described in Section 20(c) above, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. Seller will furnish all information and reports required by Executive Order 11246 as described in Section 20(c) above, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of seller's non-compliance with the non-discrimination clauses described herein or with any of such rules, regulations, or orders, the purchase order may be canceled, terminated, or suspended in whole or in part and seller may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 as describe in Section (c) above, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule regulation, or order of the Secretary of labor, or as otherwise provided by law.

g. Seller will include the provisions of paragraph (a) through (g) in every subcontract or purchase order, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 as described in Section 20(c) above, so that such provisions will be binding upon each subcontractor or vendor. Seller will take such action with respect to any subcontract or purchase order as the federal government or buyer may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in event seller becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, seller may request the United States to enter into such litigation to protect the interests of the United States.

h. To the extent required by the applicable regulations, seller will file with the appropriate federal agency a complete and accurate report on Standard Form 100 (EEO1) within 30 days after the signing of this instrument or the award of the purchase order, as the case may be, (unless such a report has been filed in the last 12 months), and continue to file reports annually, on or before March 31st.

i. The purchase order is subject to applicable affirmative action obligations regarding contractors and subcontractors for handicapped workers, and for disabled and Vietnam-era veterans as prescribed by 41-CFR-60-471, and 41-CFR-60-250 respectively which are incorporated herein by reference.

j. Seller will develop and maintain a written affirmative action compliance program for each of its establishments in accordance with the regulations of the Secretary of Labor promulgated under Executive Order 11246, as amended (applies to purchase orders of \$50,000.00 or more).

21.) Supplier Code of Conduct

Seller shall comply with the buyer's Supplier Code of Conduct, a copy of which is located at <http://ir.altramotion.com/static-files/e20cf684-80ad-4404-a225-a7702aea8344>

22.) Marking the Packages, Packing Slips

Unless otherwise specified herein, seller shall properly mark each package with the buyer's order number. One copy of the packing slip must accompany each shipment. The packing slip must reference the purchase order number and part number. The packing slip must be easily accessible and on multiple box, carton or skid shipment. Seller will make special provision to identify the location of each packing slip.

23.) Financial Exposure

It is mutually understood that the buyer's financial exposure is hereby limited to those items scheduled for delivery within any 90-day period under the purchase order. Any items scheduled for delivery beyond that time may be rescheduled or cancelled at no charge or penalty to the buyer. Cancellation of scheduled quantities within the 90-day period will be subject to paragraph 8 above.

24.) Relationship of Parties

Except as expressly provided herein, this Agreement shall not be construed to constitute either party as a representative, agent, employee, partner, or joint venture of the other. Except as expressly provided in this Agreement, neither party shall have the authority to enter into any agreement, nor to assume any liability, on behalf of the other, nor to bind or commit the other in any manner.

25.) Severability

If any provision in this Agreement is determined to be invalid or unenforceable, that provision shall be deemed stricken and the remainder of the Agreement shall continue in full force and effect insofar as it remains a workable instrument to accomplish the intent and purposes of the parties; the parties shall replace the severed provision with the provision that will come closest to reflecting the intention of the parties underlying the severed provision but that will be valid, legal, and enforceable.

26.) Governing Law, Venue, and Attorney's Fees

This Agreement and the performance of the Parties hereunder shall be interpreted, governed and construed in accordance with the substantive laws of the State of Connecticut, without regard to its conflict of laws and/or choice of law provisions. All actions or proceedings arising out of, or related to, this Agreement shall be brought only in an appropriate federal or state court in Connecticut and the parties hereby consent to the jurisdiction of such courts over themselves and the subject matter of such actions or proceedings. In addition to such damages as may be found by any such courts, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs, including those related to or arising out of any injunctive proceedings. The United Nations Convention for the International Sale of Goods shall not apply to any transactions between buyer and seller.

27.) Survival

The provisions of this Agreement that by their nature may reasonably be presumed to have been intended to survive any termination or expiration of this Agreement, shall survive any termination or expiration of this Agreement.

28.) Currency Adjustment

Unless otherwise specified all orders should be quoted and paid in USD. In the case of an approved use of foreign currency, JVS reserves the right to call for price adjustment when USD exchange rate increase exceeds 5% of the original quoted price.

29.) Applicable Law

Seller shall comply with all applicable governmental laws, ordinances, codes, rules, regulations and orders in its performance hereunder, and shall obtain all permits or licenses required in connection with the sale of any of the goods.

30.) Export Compliance

The export or re-export of any materials or technical data furnished by buyer to seller hereunder, if any, may be subject to regulation or restriction under the United States Export Administration Act, the Arms Export Control Act or other similar laws. Seller shall not re-export, transfer or otherwise dispose of such materials or any related technical data in violation of U.S. export laws or any other applicable export laws.

31.) Conflict Minerals

Supplier acknowledges that Buyer is required to comply with Section 1502 of the United States Dodd-Frank Wall Street Reform and Consumer Protection Act (“the Dodd-Frank Act”) and inter alia must file disclosures and reports with the United States Securities and Exchange Commission related to the use of tin, tantalum, tungsten and gold (“Conflict Minerals”). Supplier represents and warrants that it will source, and track the chain of custody of, all Conflict Minerals contained in any products or materials provided by Supplier to Buyer in accordance with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas (or such other internationally recognized due diligence standard as Buyer and Supplier may jointly agree upon). At Buyer’s request (which may be as frequently as quarterly at Buyer’s discretion), Supplier must execute and deliver to Buyer declarations in the form of the EICC-GESI Conflict Minerals Reporting Template as adopted by EICC-GESI from time to time, or (at Buyer’s discretion) in any other form that Buyer reasonably requests. Supplier agrees and represents that all products and materials provided by Supplier to Buyer after December 31, 2014 shall be “Conflict Free” (as defined in the Dodd-Frank Act) and

at Buyer's request from time to time Supplier shall execute and deliver to Buyer a written declaration to the same effect.

32.) Limitation of Liability

Under no circumstances shall buyer be liable to the seller for any incidental, indirect, exemplary, special, punitive or consequential damages of any nature in commence with this Purchase Order. This provision shall survive the expiration or termination of this Purchase Order.

33.) Entire Agreement

This is the complete and exclusive statement of the agreement between seller and buyer. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by seller and buyer.

Revision Date: October 22, 2018