

Gibbs Wire & Steel Company, Inc.
Purchase Order Terms and Conditions

1. **Complete Agreement.** Purchases by Gibbs Wire & Steel Company, Inc., (“Buyer”) are made only upon the terms and conditions on the face and back of hereof (“the Agreement”). Any term or condition proposed by you (“Seller”) that is in addition to or different from or attempts to vary the terms and conditions in this Agreement is rejected by Buyer and shall be without force and effect. These terms and conditions on the face and back of hereof constitute the entire Agreement between Buyer and Seller and no notice, change, modification, suspension, revision or termination of this purchase order (“Order”) shall be binding upon Buyer unless made in writing and signed by an authorized representative of Buyer. If this purchase order shall be deemed an acceptance of a prior offer by Seller, such acceptance is limited to the express terms contained on the face and back hereof. Seller’s commencement of work on the goods subject to this Order or shipment of such goods, whichever occurs first, shall be deemed an effective mode of acceptance of this order.
2. **Prices.** All prices are firm unless otherwise agreed to in writing signed by Buyer.
3. **Risk of Loss.** Regardless of the delivery term specified in this Order, Seller shall bear the risk of loss until delivery to, and acceptance by, Buyer of the goods.
4. **Payment and Inspection.** Payment periods and discount periods run from Buyer’s receipt of a correct invoice or the goods, whichever is later. Payment for goods does not constitute acceptance of such goods. Goods shall only be deemed accepted when they have actually been inspected and/or tested by Buyer and found to be in conformance with this Order. However, failure to inspect or test by Buyer shall not relieve Seller of any responsibility hereunder.
5. **Extra Charges.** No additional charges of any kind, including but not limited to any form of interest, finance and/or late charges, or any charges for boxing, packing, loading, bracing or cartage will be allowed, unless specifically agreed to in a writing signed by Buyer.
6. **Taxes.** The Seller will accept valid sales and compensating use tax exemptions certificates or direct payment permits, furnished by Buyer in lieu of charging such state or local taxes. Any privilege, license, gross receipts, income taxes or taxes based on capital for the account of the Seller will not be charged to the Buyer.
7. **Delivery Schedule.** It is the Seller’s responsibility to comply with the designated delivery date. Goods received by Buyer in advance of a requested date may be returned to Seller or stored by Buyer, in either case at Seller’s expense.

8. **Notice of Delay.** Time is of the essence of this Order. In the event Seller for any reason anticipates difficulty in complying with Buyer's designated delivery date or in meeting any of the other requirements of this Order, Seller shall immediately so notify Buyer in writing, giving pertinent details. However, such notice shall be informational only and its receipt by Buyer shall not be construed as a waiver by Buyer (i.) of any delivery schedule or designated delivery date, or (ii.) of any rights or remedies provided to Buyer by the terms and conditions of this Order or by law.
9. **Delays in Delivery.** Provided Seller has complied with the provisions of Paragraph 8 hereof, Seller will not be liable for damages for delay in delivery due to proximate cause beyond its reasonable control and without its fault or negligence. If Seller, however, for any reason does not comply with Buyer's designated delivery date, Buyer in addition to its remedies provided by law, at its option, may either approve a revised delivery date or may terminate this Order without liability to Seller on account thereof. If Buyer approves a revised delivery date and directs that Seller ship by a method other than indicated on this Order, Seller agrees to pay any additional transportation charges incurred as a result of such direction.
10. **Defective Goods.** Defective and/or non conforming goods will be held at Buyer's property (or Buyer's customer's property for direct shipments) at Seller's risk and subject to Seller's reasonable disposition. After a reasonable time, such goods may be returned to Seller, freight collect, for full refund or reworked. Replacement goods will only be allowed if expressly agreed to in writing by Buyer identifying this Order as the goods being replaced or reworked.
11. **Quantity.** Goods delivered in excess of amount called for in this Order may be refused by Buyer and returned to Seller at Seller's expense. In the event the quantity delivered is less than the quantity ordered, Buyer, at its option, may either accept the quantity delivered as fulfillment of this Order or require Seller to deliver the balance of goods in accordance with the terms of this Order.
12. **Warranties.** In addition to any implied warranties, the Seller warrants that all goods covered by this Order will be merchantable and free from defects in material and workmanship and will conform to applicable specifications, drawings, samples and descriptions. Seller warrants that all goods will be safe and appropriate for the purpose for which goods or services of that kind are normally used. **If Seller knows or has reason to know the particular purpose for which Buyer intends to use the goods or services, Seller warrants that such goods or services will be fit for such particular purpose.** Inspection, test, acceptance or use of the goods or services furnished hereunder shall not affect the Seller's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Seller's warranty shall run to Buyer, its successors, assigns and customers, and users of products sold by Buyer. Seller agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to Buyer, when notified of such nonconformity by Buyer, provided Buyer elects to provide Seller with the opportunity to do so. In the event of failure of Seller to correct defects in or

replace non conforming goods or services promptly, Buyer, after reasonable notice to Seller, may make such corrections or replace such goods and services and charge Seller for the cost incurred by Buyer in doing so. In case any such goods shall be defective or otherwise not in conformity with this order, Seller shall, at Buyer's option and in addition to all other remedies of the buyer, either credit the buyer for, or at Seller's own expense replace, repair, or correct any such goods. Such warranties, together with service warranties and guarantees, shall run to Buyer, its successors and assigns, customers, and to the users of its products, and shall survive any inspection, delivery, acceptance or payment by Buyer of or for the goods. Seller shall hold Buyer harmless for any costs (including legal fees), expenses and damages, whether direct, indirect, incidental, or consequential, arising from a breach of these warranties.

- 13. Non-Assignment.** Assignment by Seller of this Order or any interest herein or any payment due or to become due hereunder without the prior written consent of Buyer shall be void.
- 14. Compliance with Laws.** Seller agrees to comply with the local laws and ordinances and all orders, rules and regulations issued thereunder applicable and required by this Order and its performance; and provisions, representations or agreements, including but not limited to the clause dealing with Equal Opportunity (41 CFR 60-1.4), Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (41 CFR 60-250.4) or Affirmative Action for Handicapped Workers (41 CFR 60-741.4), and Modern Slavery Act 2015 required thereby to be included in the contract resulting from acceptance of this Order are incorporated herein by reference. Seller, in accepting this Order, represents that the goods to be furnished hereunder were or will be produced in compliance with all applicable sections of the Fair Labor Standards Act of 1938, as amended, and all valid and applicable regulations and orders of the Administrator of the Wage and Hour Division. Seller, in accepting this order, further represents that the goods to be furnished hereunder were not produced with any slave or human trafficked labor in Seller or its Suppliers supply chain. All certificates required hereunder shall be furnished by Seller. Seller agrees at Seller's sole expense to defend and indemnify and Buyer and to save Buyer harmless from any loss in the event Seller fails to comply with any of the foregoing and, in the event of such failure, Buyer also may, at its option, cancel this Order and any contract resulting from this order.
- 15. Disclosure of Knowledge or Information.** Any knowledge or information which Seller shall have disclosed or may hereafter disclose to Buyer in connection with a request for a quotation or the purchase of the goods or services covered by this Order, shall not, unless otherwise specifically agreed upon in a writing signed by Buyer, be deemed to be confidential or proprietary information, and shall be acquired free from any restrictions other than a claim for patent infringement as part of the consideration for this Order. If Buyer discloses or grant access to Seller to any research, development, economic or other business information of a confidential nature, whether reduced to writing or not, Seller agrees not to disclose any such information to any other person at any time without Buyer's prior written consent.

- 16. Work on Buyer's Premises.** If Seller's work under this Order involves operations by Seller on the premises of Buyer, Seller shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such work. Seller shall defend, indemnify and save harmless Buyer from and against any and all claims, loss, or expense as a result of damage to property or injury or death to persons, including but not limited to property and employees of Seller and Buyer unless caused by the sole negligence of Buyer. Seller hereby agrees on behalf of its employees, agents and representatives, to submit to any security requirements of Buyer and to comply with all the rules and regulations established by Buyer. Upon request, Seller will furnish Buyer evidence of adequate insurance covering all liabilities and contingencies for which Seller is responsible under this Paragraph. Seller shall have sole responsibility for all governmental taxes and contributions imposed with respect to all persons compensated by Seller while such persons are on the premises of Buyer.
- 17. Bankruptcy, etc.** If a receiver for Seller is appointed, if an assignment for the benefit of creditors is made by Seller or if an agreement between Seller and its creditors generally is entered into providing for extension or composition or debt, Buyer may at its sole option terminate this Order without further liability on the part of Buyer except as to deliveries previously made and except as to goods already identified to this Order, which shall be completed and delivered within a reasonable time in accordance with all terms of this Order.
- 18. Non-waiver.** The failure of Buyer to enforce at any time or for any period of time any of the provisions hereof shall not be construed to be a waiver of such provisions nor the right of Buyer thereafter to enforce each and every such provision.
- 19. Changes.** Buyer shall have the right to make changes in this Order at any time, and Seller agrees to accept such changes. In the event such changes cause an increase or decrease in the cost or time required to perform by Seller, an equitable adjustment shall be made in the purchase price and delivery schedule. Any claim for such adjustment must be received by Buyer in writing within ten (10) days of such change or is deemed waived. Any claim for adjustment is not binding unless approved in writing by Buyer.
- 20. Termination for Convenience of Buyer.** Buyer reserves the right to terminate this Order or any part hereof for its sole convenience. In the event of such termination, Seller shall immediately stop all work hereunder and shall immediately cause any of its suppliers or subcontractors to cease such work. Seller shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of work performed prior to the notice of termination, plus actual direct costs resulting from termination. Seller shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided.

- 21. Termination for Cause.** Buyer may also terminate this order or any part hereof for cause in the event of any default by the vendor, or if the vendor fails to comply with any of the terms and conditions of this Order. Late deliveries, deliveries of products which are defective or which do not conform to this Order, and failure to provide Buyer, upon request, reasonable assurances of future performance shall all be causes allowing a Buyer to terminate this Order for cause. In the event of termination for cause, Buyer shall not be liable to Seller for any amount, and Seller shall be liable to Buyer for any kind of damage sustained by reason of the default which gave rise to the termination.
- 22. Plant Access.** Seller will allow representatives of Buyer access to the facilities involved in performing this Order for purpose of reviewing the status and progress of production and witnessing any tests and inspections. Such access and review, however, will not relieve Seller of any of its obligations under this Order.
- 23. Compliance with “Toxic Substance Control Act” (PL 94-469).** Seller warrants that each and every chemical substance constituting or contained in the products sold or otherwise transferred to the Buyer under this Order is not on the list of prohibited chemical substance compiled and published by the Administrator of the Environmental Protection Agency pursuant to the Toxic Substance Control Act (PL 94-469) and are otherwise in compliance with said Act.
- 24. Hazardous Materials.** Any materials required by this Order that are hazardous under federal, state or local statute, ordinance, regulation or agency order will be packaged, labeled, marked and shipped by the Seller to comply with all federal, state and local regulations then in effect including but not limited to the provisions of the Hazardous Materials Transportation Act and Regulations promulgated thereunder, and will further comply with any special requirements and any policies and procedures of Buyer relating to the purchase of hazardous materials as might be noted on this Order or otherwise communicated to Seller in writing.
- 25. Material Safety Data Sheets.** Seller agrees to furnish Buyer Material Safety Data Sheets consistent with and including information required by the OSHA Hazard Communication Standard published as 29 CFR 1910.1200, and any other applicable federal, state or local hazard communication law, regulation or standard.
- 26. Occupational Safety and Health Act of 1970.** Seller shall warrant that the machinery, equipment or other goods covered hereby shall, upon delivery to Buyer, be in compliance with the standards required by the Occupational Safety and Health Act of 1970, as well as the standards required by comparable state and local laws, if any, for such machinery, equipment or other materials in effect at the time of such delivery.