

**AU Solutions, LLC
Terms and Conditions for Orders**

These Terms and Conditions for Purchase Orders (these “**Terms & Conditions**”) are the terms and conditions under which AU Solutions, LLC (“**Company**”) will purchase goods or services from a vendor, supplier or contractor (collectively “**Supplier**”) pursuant to a purchase order (“**Order**”). The purchase of all goods and/or services by Company from Supplier shall be subject to the terms and conditions contained herein unless the parties have entered into a separate valid written agreement for the purchase of goods and/or services, in which case such agreement will apply. Company and Supplier may each be referred to herein as a party, and together the parties.

**ARTICLE 1
GOODS AND SERVICES**

1.1 Subject to these Terms & Conditions, Company may but is not obligated to, from time to time, purchase from Supplier the goods (“**Goods**”) and/or the services (“**Services**”) set forth in the Order submitted by Company at the price indicated therein, and Supplier may provide the same to Company.

1.2 Supplier is responsible for the provision of all necessary tools and/or equipment which Company deems necessary for the supply of Goods and/or performance of Services.

1.3 Supplier shall make available all personnel required for the supply of Goods and/or performance of Services. Supplier warrants that the personnel utilized for a Company Order shall be competent for the performance of the duties for which they are required.

1.4 Supplier shall immediately report in writing to Company any claim or demand for injury, death, property damage or loss, or any accident involving any person or property in connection with the supply of Goods and/or performance of Services supplied under an Order. Company accepts no responsibility for any loss or damage to the personal belongings of Supplier’s workers or subcontractors.

1.5 Supplier shall carry out its obligations in strict conformity with all applicable laws and regulations. At all times while Supplier is on Company premises, Supplier shall comply with all Company policies and workplace rules.

**ARTICLE 2
ORDERS; APPLICABLE TERMS AND CONDITIONS**

2.1 To purchase Goods and/or Services, Company shall submit an Order which sets forth the type, quantity, price and required date of delivery of the Goods and/or Services, and other relevant information. Supplier shall notify Company of its acceptance or refusal of the Order within two (2) business days from Order submission (unless a shorter period is stated on the Order). Failure by Supplier to notify Company of its acceptance or refusal of the Order shall constitute implied/non-express acceptance of the Order.

2.2 Company’s submission of an Order shall be deemed an offer to purchase the specified Goods and/or Services strictly under the terms of such Order and these Terms & Conditions, and Supplier may only accept such offer upon such terms and conditions without modification. Any and all additional or different terms proposed by Supplier in a quote, proposal, bid, rate schedule, or in response to a Company Order shall be considered material alterations of Company’s offer and are hereby rejected by Company, whether included or referred to in an order acceptance letter or confirmation, shipping release, invoice, statement or any other Supplier form(s), or elsewhere, and no such terms shall in any event be considered part of or applicable to Company’s Order. Once Supplier accepts an Order, there shall be a binding contractual agreement between the parties consisting of the Order and these Terms & Conditions (each an “**Agreement**”), and Supplier hereby acknowledges and agrees that all Orders thereafter will be subject to these Terms & Conditions. These Terms & Conditions shall become effective upon Supplier’s acceptance of its first Order, and shall remain valid until terminated as provided herein.

2.3 Supplier’s written acceptance of an Order (including by fax or email), commencement of work on the Goods or Services set forth in the Order (in whole or in part), shipment/delivery of the Goods and/or performance of the Services (in whole or in part), receipt of payment from Company, or any other method used by Supplier to express its assent to the provisions hereof, whichever comes first, shall be deemed Supplier’s acceptance of such Order and these Terms & Conditions.

2.4 These Terms & Conditions shall exclusively govern all Orders and any terms or conditions (a) provided by Supplier during the performance hereof, or (b) contained or referred to in any form generally used by Supplier, or any correspondence, other contracts performed by the parties (except as provided for in Article 2.5 below), or elsewhere, which may have been applicable to the subject matter hereof, or (c) implied by trade, custom, practice or course of dealing, are void and unenforceable, and any purported provisions to the contrary are hereby excluded or extinguished.

2.5 If a separate agreement entered into between Supplier and Company for the purchase of Goods and/or Services exists and is valid at the time of the purchase of Goods and/or Services, that agreement shall apply in place of these Terms & Conditions.

**ARTICLE 3
DELIVERY DISCREPENCY**

If there is a discrepancy between the Order and the actual provision of Goods or Services, Supplier shall notify Company in writing in a prompt manner (and under no circumstances after invoice submission). The notification will include a detailed description of the Goods or Services actually provided. Such discrepancy may or may not be accepted by Company. In case it is accepted, the delivery notification made prior to invoice submission will facilitate the processing of the corresponding invoice, and avoid processing delays which would otherwise occur.

**ARTICLE 4
RELATIONSHIP OF PARTIES; NO COMMITMENT TO BUY**

4.1 The parties expressly acknowledge and agree that their relationship hereunder shall be non-exclusive. Each party may, subject to the obligations hereof pertaining to proprietary or confidential information, enter into substantially similar agreements with other parties with respect to goods and/or services similar (or substantially similar) to the Goods and/or Services contemplated hereunder. Notwithstanding the above, if Goods are customized for Company in accordance with Company’s proprietary specifications and requirements, Supplier may not sell to other parties the Goods customized in accordance with Company’s proprietary specifications and requirements, except as expressly agreed in writing by Company.

4.2 The parties expressly acknowledge and agree that Company makes no commitment of any kind with respect to business volume or the like, notwithstanding anything herein to the contrary.

**ARTICLE 5
PRICES**

5.1 Company shall pay Supplier the price(s) specified in the Order.

5.2 Supplier warrants that the applicable prices are no more than the prices charged to other customers for contemporaneous sales of similar Goods and/or Services, in the same or substantially similar volumes, and under substantially similar terms and conditions.

**ARTICLE 6
TAXES**

6.1 Except as otherwise agreed by the parties in writing, Supplier’s pricing as reflected in an Order shall include all applicable taxes, duties, and levies including, without limitation, those described in Articles 6.2, 6.3, 6.4, and 6.6, paid, payable, levied or assessed on Supplier or any of its employees,

agents, subcontractors by the relevant government authority, arising directly or indirectly from the delivery of the Goods and/or performance of Services to Company by Supplier.

6.2 Supplier shall assume full and exclusive liability for the payment of all taxes including but not limited to corporate tax, income tax, branch profit tax, capital gains tax or franchise tax payable, levied, imposed or assessed upon the revenue, profits or assumed profits of Supplier arising directly or indirectly from the performance of any Order and these Terms & Conditions.

6.3 Supplier shall assume full and exclusive liability for the payment of all taxes including but not limited to personal income tax, employment compensation insurance, old age benefits, welfare funds, pensions and annuities, national insurance contributions, social security benefits and disability insurance and similar charges payable, levied or imposed on any of its employees, subcontractors or agents and arising directly or indirectly from the performance of any Order and these Terms & Conditions.

6.4 Supplier shall assume full and exclusive liability for the payment of all taxes including but not limited to sales and use tax, value-added tax, customs and import duties and levies and similar charges payable, levied or imposed on the procurement of Goods by Supplier or any of its employees, subcontractors or agents and arising directly or indirectly from the performance of any Order and these Terms & Conditions.

6.5 The prices paid by Company are exclusive of value added tax and/or sales tax. Notwithstanding the provisions of Article 6.4, if applicable, value added tax and/or sales tax will be added as separate line items to Supplier's invoices and such invoices will be presented in accordance with applicable regulations with respect to value added tax and/or sales tax.

6.6 Company may, without liability to Supplier, withhold any taxes or other government charges or levies from any payments which would otherwise be made by Company to Supplier to the extent that such withholding may be required by the existing or future legislation, orders, rules or directions of any competent taxing authority. Company shall provide a receipt in respect of any tax withheld. Where the requirements for any withholding are avoided by Supplier holding an appropriate valid exemption certificate it is the duty of Supplier to: (a) inform Company on a timely basis that such a certificate is held and to inform Company of any change to or cancellation of the certificate and; (b) provide copies of the certificate or any other proper documentation evidencing the exemption or any further information that may be required to avoid such withholding. Failure on the part of Company to withhold or deduct any taxes from Supplier does not remove the liability for those taxes from being declared and paid by Supplier.

6.7 Supplier shall defend, indemnify and hold Company harmless from liability to any competent authority resulting from Supplier's failure to (a) make timely payment of or pay any of the charges specified in Articles 6.2, 6.3, 6.4 or 6.6 above, including interest, penalties and any other liabilities arising from such failure, or (b) comply with the reporting, filing or other procedural requirements with respect to payment of the same.

6.8 In the event that Company receives a direct request from any governmental authority requesting information regarding Supplier, and immediately upon written request by Company, Supplier shall provide evidence to confirm Supplier's compliance with governmental tax reporting and payment obligations.

ARTICLE 7 PAYMENT

Unless otherwise agreed by Company in writing, Supplier shall within thirty (30) days of delivery of the Goods and/or performance of the Services submit to Company an invoice for such Goods and/or Services. Invoices shall be mailed to the address specified in the Order, and shall state the Order number. Payment of correctly submitted invoices shall be made by Company within sixty (60) days from the date of receipt of invoice, unless, (a) in Company's reasonable opinion, the Goods are defective and/or Services are unsatisfactorily performed, or fail to conform to the warranties provided hereunder, or (b) Company disputes the correctness of the invoice submitted,

in which case the parties shall use their best efforts to settle their dispute at the earliest, or (c) different payment terms are specified in the Order. Payments made by Company shall not constitute acceptance of the Goods and/or Services, nor be construed as a waiver of any rights Company may have hereunder for defective or non-conforming Goods and/or unsatisfactorily performed Services. Company may set off any amount owed by Company to Supplier against any amount owed by Supplier to Company. As applicable, any early payment discount may be mutually agreed upon in the Order.

ARTICLE 8 TERMINATION OF ORDERS

8.1 Company may cancel an Order issued to Supplier, in whole or in part, at any time prior to its acceptance by Supplier.

8.2 Company may cancel any Order issued to Supplier, if Supplier has not begun the delivery of the Goods and/or performance of Services within thirty (30) days after the acceptance of the Order ("**Delivery Time**"). An Order will be considered cancelled effective at the time Company communicates to Supplier that the Delivery Time has elapsed.

8.3 Either party may cancel an Order, in whole or in part, if a Force Majeure (as defined in Article 19) event lasts for more than fifteen (15) consecutive days.

8.4 Company may cancel an Order for cause, in whole or in part, in the event of Supplier's default or failure to (a) comply with the terms and conditions hereof (including without limitation the obligation to expressly/formally accept or reject the Order submitted within the time period set forth in Article 2.1), or (b) comply with the specific instructions of an Order accepted by Supplier (including without limitation failure to timely deliver the Goods and/or perform the Services, whether said failure occurred or was announced by Supplier), or (c) provide reasonable assurance of future performance. Additionally, Company may cancel an Order for cause, in whole or in part, if Supplier becomes bankrupt or insolvent, or if Supplier's business is placed in the hands of a receiver, assignee, or trustee, whether by voluntary act of Supplier or otherwise, or undergoes any proceeding analogous to the foregoing.

8.5 Company may cancel an Order for convenience, in whole or in part, at any time after acceptance by Supplier. The cancellation notice shall specify the extent to which the performance of work related to the Order is terminated, and the time at which such termination becomes effective. After receipt of said notice, Supplier shall stop the performance of said work to the extent specified in the notice of termination.

8.6 If an Order is cancelled pursuant to Articles 8.3 or 8.4, Company may require Supplier to (a) transfer title to, and deliver to Company, in the manner, time, and extent directed by Company, any completed Goods, or such partially completed Goods, materials, parts, tools, designs, fixtures, plans, drawings and information, and transfer contract rights that Supplier acquired for the performance of the terminated part of the Order, and (b) grant Company a royalty-free, assignable and non-exclusive license to use and permit others to use, Supplier's designs, processes, drawings, and technical data to permit completion by Company of the terminated part of the Order.

8.7 If an Order is cancelled pursuant to Article 8.5, the following shall apply:

(a) With respect to standard/non-customized Goods and/or Services not manufactured and/or performed according to Company's proprietary specifications, no payment shall be owed by Company if said cancellation occurs prior to shipment/delivery and/or performance of the concerned Goods and/or Services. Conversely, if said cancellation occurs after shipment/delivery and/or performance of the concerned Goods and/or Services, Supplier shall be paid a reasonable mutually agreed termination charge reflecting the work actually performed prior to cancellation, not to exceed a maximum of thirty percent (30%) of the applicable price for the terminated part of the Order.

(b) With respect to non-standard/customized Goods and/or Services manufactured and/or performed according to Company's proprietary specifications, Supplier shall be paid a reasonable termination charge reflecting the work actually performed prior to cancellation, not to exceed the applicable price for the terminated part of the Order reduced by the price of work not completed (and as the case may be, by the amounts already paid in respect thereof). The parties shall determine said termination charge in good faith, at the time of receipt of the cancellation notice by Supplier.

8.8 If an Order is cancelled pursuant to Articles 8.2, 8.3, 8.4 or 8.5, the Agreement (of which the Order is a part) shall terminate. If an Order is cancelled by Company prior to its acceptance by Supplier, no agreement exists between the parties.

8.9 The rights and remedies of Company under this Article 8 (and the remainder of the Agreement) are not exclusive, and apply in addition to any other rights and remedies available at law, in contract, in equity or otherwise.

8.10 If either party exercises its rights under this Article 8, under no circumstances shall such party become liable for the consequential damages which may be sustained by the other party as a result thereof. For purposes of this Article 8, references to "days" shall mean working days in the country where the Order is being performed. References to "working days" shall mean the same.

ARTICLE 9 WARRANTIES

9.1 Supplier warrants that (a) the Goods shall, for a period of twenty four (24) months from the date of delivery to Company, conform to the applicable specifications, and shall be merchantable, free from defects in workmanship, materials, manufacture and design, fit for the purposes intended and new (unless otherwise agreed in writing by Company), (b) the Goods shall be certified (if applicable) and comply with all applicable laws (including without limitation environmental and safety laws, rules and regulations), and (c) Supplier shall convey good and marketable title to all Goods to Company, free from and clear of any liens or encumbrances. Supplier shall give Company notice prior to any changes in raw materials, specifications, manufacturing processes or test methods for assessment of probable effect on the Goods.

9.2 Supplier warrants and represents that all Services performed hereunder shall be performed in a professional and workmanlike manner and shall meet all specifications, service goals and timetables which have been agreed to between the parties. Time is of the essence in the performance of Supplier's obligations hereunder.

9.3 The following apply with regard to the provision of Goods which are chemical substances or mixtures:

(a) Supplier warrants that (i) it will supply Company with material safety data sheets/safety data sheet ("SDS") on or before shipment of such Goods and that it will promptly advise Company of any specification changes; (ii) unless exempt, all chemical substances are included in the Toxic Substances Control Act ("TSCA") inventory list, and if applicable the European Inventory of Existing Commercial Chemical Substances or the European List of Notified Chemical Substances; (iii) Supplier has informed Company of any TSCA restriction governing the use of said chemical substance including but not limited to proposed or final significant new use rule restrictions; and (iv) Supplier will continue to provide Company with an updated SDS for at least twelve (12) months after Company has ceased purchasing said chemical substance.

(b) When advised by Company that Goods could be exported to Europe directly or indirectly by Company, Supplier acknowledges that the Goods will be subject to the European chemical regulations ("REACH"). Supplier agrees to comply with the pre-registration and registration requirements of REACH with respect to such Goods, and to work cooperatively with Company to assure that appropriate quantities and applications are covered

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9.4 The foregoing warranties shall apply to the benefit of Company, its affiliates or its or their clients, and shall not be affected by delivery to, or inspection, acceptance or payment by, Company. If any Goods and/or Services delivered and/or performed are found not to be as warranted, Company may return the same to Supplier, at Supplier's expense and risk, for correction, replacement or credit, as Company may direct. Any Goods repaired or replaced shall be warranted to the same extent as Goods initially furnished. The warranty set forth in this Article 9 does not apply in lieu of, but in addition to, all other warranties, terms, representations or guarantees (whether express or implied), and the remedies set forth in this Article 9 do not apply in lieu of, but in addition to, all other remedies available at law, in contract, in equity or otherwise.

ARTICLE 10 GENERAL PERFORMANCE OF THE AGREEMENT

10.1 Supplier shall record each Order performed by Supplier and upon Company's request, Supplier shall provide Company with a report detailing the types and quantities of, and aggregate price for, the Goods and/or Services purchased by Company during the period requested by Company.

10.2 For a period of one (1) year after Supplier's completion or cancellation of any Order, Supplier agrees that it shall not (either directly or indirectly) solicit, induce, influence or encourage (or attempt to do any of the foregoing) the employees of Company or its affiliates to terminate such employee's employment with Company or its affiliates. However, the foregoing does not prohibit Company's employees from applying for a publicly posted position within Supplier's organization.

10.3 Supplier agrees, in relation to the manufacture of the Goods, to take diligent steps to protect the environment, which includes proper management and disposal of all waste generated in the course of providing the Goods, in accordance with applicable laws and regulations and best industry practices. Furthermore, Supplier agrees to monitor its compliance with the foregoing.

10.4 Supplier agrees that it shall perform all Services in a safe and environmental conscientious manner taking all reasonable and necessary action, including but not limited to those required by applicable law, any Company site specific policies and prudent industry practices to protect persons, property and the environment. Supplier shall keep any Services work site free from waste and unnecessary materials accumulations. Supplier shall provide Company with prior written notice of any hazardous materials proposed to be used in such Services, and usage of such materials shall be subject to Company's consent. Supplier shall not discharge or release hazardous material to the environment in the course of performing Services. Supplier shall be solely responsible for any discharge or release, including without limitation cleanup, removal, remediation, damage, fines, penalties and other expenses related to such discharge or release. Supplier shall provide Company or its designee a copy of Supplier's written health and safety program and Company or its designee shall be permitted to audit Supplier's record and procedures related thereto. Company shall have the right to suspend Supplier's Services for so long as necessary to prevent or stop any violations of health, safety and environmental procedures, policies, or applicable laws by Supplier, its employees or subcontractors. Supplier shall not be entitled to compensation for any loss or damage suffered by Supplier nor to an extension of time for completion of the Order resulting from such suspension. Supplier shall cause its subcontractors to comply with this Article.

10.5 Supplier understands that Company maintains a workplace free of unlawful drugs and alcohol as is required by law. Furthermore, Supplier covenants that Supplier has, and in regard to Supplier's agents, representatives, employees and subcontractors, will implement and enforce, Supplier's own policies and procedures to ensure maintenance of drug and alcohol-free workplaces at least in compliance with applicable law.

ARTICLE 11 INSPECTION OF GOODS

11.1 Supplier shall make a full inspection of the Goods specified in an Order prior to shipment; however the same shall be subject to Company’s inspection and approval prior to acceptance and/or payment, as well as Company’s right to inspect and test Goods at Supplier’s manufacturing facilities. If in Company’s opinion, said Goods fail to conform to agreed specifications or are otherwise defective, Company has the right to reject the same and require prompt replacement thereof by Supplier, at Supplier’s expense and risk. Additionally, Company may, at Supplier’s expense and risk, return quantities delivered in excess of the amounts specified in the Order.

11.2 As applicable, if after delivery of the Goods to Company, the Goods are sent back to Supplier’s facility for Supplier to assess the need and cost of repairs not covered under the warranty (if any), the risk of loss of, or damage to, such Goods while at Supplier’s facility (excluding the transport phase to and from said facility) shall be borne by Supplier.

**ARTICLE 12
CHANGES IN ORDER**

12.1 Company shall have the right at any time to make changes in an Order. Such changes may be to modify the type of Goods and/or Services or to adjust the time, method and place of delivery or performance. If a change triggers increased or decreased costs or a longer or shorter period for delivery, or impacts any of the other conditions applicable to the Order as originally submitted, Supplier shall so notify Company within two (2) business days from Supplier’s receipt of the revised Order (unless a shorter period is stated on the revised Order). Failure by Supplier to provide such notification shall constitute an unconditional waiver by Supplier to make a claim for adjustment, and shall be deemed acceptance of the revised Order and agreement to perform thereunder in accordance with the remainder of the original applicable Order conditions. If Supplier timely notifies Company, the parties shall agree on the applicable changes to be made to the original conditions, based upon the supporting documentation submitted by Supplier, and Company shall elect whether to proceed or not.

12.2 Supplier shall not have the right at any time to make changes in any Order unless Company expressly agrees thereto.

**ARTICLE 13
PACKING; SHIPMENT; DELIVERY**

13.1 Unless otherwise specified, all Goods shall be packed, marked and otherwise prepared for shipment in a manner which (a) complies with applicable regulations, (b) is acceptable to common carriers, (c) provides necessary lifting, handling, and shipping information (and other relevant information identified by Company), (d) is adequate for storage and protection against weather, and (e) is appropriate to ensure safe arrival of the Goods at the named destination, in good condition (the foregoing includes as required, the use of appropriate material or packing to prevent damage during transportation).

13.2 Company reserves the right to select the means of transport and carrier for the shipment of Goods, notwithstanding anything in the remainder of the Agreement to the contrary.

13.3 International customs regulations require that duty be paid on the true net value of imported goods. For this reason, and unless transportation is provided by Company, charges such as packing, freight, handling, etc., shall not be separately itemized on invoices submitted for payment against an Order herein; hence any such charges must form part of the price quoted by Supplier to Company. Sales or VAT or similar charges where applicable must be quoted as a separate line item.

13.4 All Goods containing radioactive or hazardous materials and supplied to Company must be properly classified, described, packaged, labeled and shipped in compliance with all applicable laws and regulations and in observation of any codes of practice pertaining thereto.

13.5 Supplier shall provide a certificate of analysis with each shipment of Goods. Records of quality procedures and test data employed by Supplier and samples of each lot shipped shall be retained and made available to Company for a minimum period of one (1) year after delivery.

13.6 All deliveries shall be made during normal business hours on the scheduled delivery date unless otherwise agreed to by Company, at the place indicated in the Order. In the event that the Order shall specify a period for delivery, Supplier shall give reasonable notice of the proposed time and date of actual delivery of the Goods or provision of the Services. Partial deliveries shall not be accepted without Company’s prior authorization. SUPPLIER ACKNOWLEDGES THAT TIME IS OF THE ESSENCE UNDER THE AGREEMENT.

13.7 If Supplier delivers the Goods in manner that is more expensive than the delivery method specified in and authorized by the Order, any increased transportation costs shall be paid by Supplier unless Company has caused the necessity for such expedited handling and has authorized the increased costs in advance.

**ARTICLE 14
LIENS**

Supplier agrees that it shall not allow any liens to attach to the Goods or any property of Company, and that it shall furnish, upon request, receipts and releases with respect to the Goods and/or Services showing that all related costs and expenses have been paid and that no third-party claims, liens or rights of liens exist against Company or its property or the Goods. SUPPLIER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM SAID LIENS AND CLAIMS.

**ARTICLE 15
INTELLECTUAL PROPERTY RIGHTS**

15.1 Supplier hereby grants to Company, without further cost to Company, an irrevocable, non-exclusive and royalty-free license to make, have made, use, and sell goods embodying any and all inventions and discoveries which may be made, conceived or actually reduced to practice in connection with the performance of an Order.

15.2 If Company furnishes specifications, requirements or designs to Supplier for the manufacture of the Goods, Supplier acknowledges and expressly agrees that Company is and remains the sole and exclusive owner of all such specifications, requirements and designs, and of all improvements, modifications, derivative works and intellectual property rights therein. This Article 15.2 applies to the provision of specifications furnished by Company, whether such specifications are furnished orally, in writing, by provision of a sample or by any other method.

**ARTICLE 16
RISK OF LOSS; LIABILITIES AND INDEMNITIES**

16.1 Regardless of where or when title to the Goods is transferred, but subject to Articles 9 and 11, the risk of loss of, or damage to, the Goods shall pass from Supplier to Company at the time and place of delivery, unless specified otherwise in the Order.

16.2 SUBJECT TO ARTICLE 16.1, SUPPLIER SHALL DEFEND, INDEMNIFY AND HOLD COMPANY, ITS AFFILIATES AND ITS AND THEIR EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS AND INVITEES HARMLESS FROM AND AGAINST ANY CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, PROCEEDINGS, AWARDS, DAMAGES, LOSSES, FINES, PENALTIES, COSTS, EXPENSES AND LIABILITIES, INCLUDING LITIGATION COSTS AND ATTORNEY’S FEES (“CLAIMS”) ARISING OUT OF DEATH, ILLNESS OR PERSONAL INJURY, OR PROPERTY LOSS OR DAMAGE, AS A RESULT OF OR IN CONNECTION WITH (A) THE NEGLIGENT ACT OR OMISSION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUPPLIER OR ANY OF ITS EMPLOYEES OR AGENTS IN THE PERFORMANCE OF THE AGREEMENT, OR (B) SUPPLIER’S (OR ANY OF ITS EMPLOYEES’ OR AGENTS’) BREACH OF SUPPLIER’S OBLIGATIONS UNDER THE AGREEMENT, INCLUDING WITHOUT LIMITATION AS A RESULT OF DEFECTS IN ANY GOOD(S).

16.3 SUPPLIER SHALL DEFEND, INDEMNIFY AND HOLD COMPANY, ITS AFFILIATES AND ITS AND THEIR CLIENTS, EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS AND INVITEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY OR PROPRIETARY RIGHT ARISING FROM COMPANY'S POSSESSION, USE, OWNERSHIP OR DISPOSITION OF ANY GOODS AND/OR SERVICES (OR ANY PART THEREOF) PROVIDED BY SUPPLIER, OR ANY LITIGATION BASED THEREON, EXCEPT TO THE EXTENT THAT SUCH INFRINGEMENT RESULTS SOLELY FROM THE MANUFACTURE OF THE GOODS PURSUANT TO DETAILED PROPRIETARY DESIGNS FURNISHED BY COMPANY. IF ANY GOODS AND/OR SERVICES (OR PART THEREOF), OR USE THEREOF, BECOME, OR IN SUPPLIER'S REASONABLE OPINION, ARE LIKELY TO BECOME, THE SUBJECT OF AN INFRINGEMENT CLAIM, SUPPLIER SHALL (A) PROCURE FOR COMPANY THE RIGHT TO CONTINUE THE USE THEREOF, OR (B) REPLACE OR MODIFY THE SAME SO THAT IT BECOMES NON-INFRINGEMENT (PROVIDED THE SAME LEVEL OF FUNCTIONALITY IS MAINTAINED). SUPPLIER SHALL ALSO BE LIABLE FOR ANY DAMAGES ASSESSED AGAINST COMPANY, ITS AFFILIATES OR ITS OR THEIR CLIENTS ARISING OUT OF THE USE OF THE SAME PRIOR TO THE DATE UPON WHICH SUPPLIER PERFORMED ANY OF THE FOREGOING REMEDIAL ACTIONS, AS SET FORTH ABOVE.

16.4 NEITHER PARTY SHALL BE LIABLE FOR ANY PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES SUSTAINED BY THE OTHER (OR ITS AFFILIATE(S)) IN CONNECTION WITH THE PERFORMANCE OF THE AGREEMENT, INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTIONS, LOSS OF PROFITS, LOSS OF REVENUES, LOSS OF USE OF ASSETS AND LOSS OF CONTRACTS.

16.5 IT IS THE EXPRESS INTENT OF THE PARTIES THAT THE INDEMNITIES AND THE LIABILITY EXCLUSIONS CONTAINED IN THIS ARTICLE 16 (OR ELSEWHERE IN THE AGREEMENT) SHALL, UNLESS EXPRESSLY STATED OTHERWISE, APPLY REGARDLESS OF WHETHER (A) THE CLAIMED LIABILITY IS BASED ON BREACH OF CONTRACT, WARRANTY OR DUTY, NEGLIGENCE OF ANY PERSON (GROSS, SOLE, CONCURRENT, ACTIVE OR PASSIVE), PRE-EXISTING CONDITIONS, STRICT PRODUCT LIABILITY, FAILURE OF ESSENTIAL PURPOSE OR ANY OTHER LEGAL OR EQUITABLE THEORY, OR ANY OTHER CAUSE, AND/OR (B) A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE CORRESPONDING LIABILITY.

**ARTICLE 17
INSURANCE**

17.1 At Supplier's sole cost and expense, Supplier's indemnity obligations set forth herein shall be supported by appropriate insurance policies, acceptable to Company, including without limitation the following minimum coverages and limit amounts:

(a) Comprehensive Commercial General Liability insurance including, without limitation, coverage for personal injury, property damage, products and completed operations, contractual liability, and sudden and accidental pollution, with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;

(b) Worker's Compensation in compliance with local statutory requirements, and Employer's Liability with limits of not less than \$1,000,000 per occurrence;

(c) Business Automobile Liability insurance covering all owned, non-owned and hired motor vehicles with limits of not less than \$1,000,000 combined single limit. If Supplier transports hazardous substances, the MCS-90 and CA-9948 endorsements must be included;

(d) If applicable to the Services provided by Supplier, Contractor's Pollution Liability (CPL) coverage for bodily injury, property damage, cleanup and environmental/pollution conditions arising from Supplier's services, with limits of not less than \$1,000,000 per occurrence; and

(e) If applicable to the Services provided by Supplier, Professional Errors & Omissions coverage for negligent acts, errors, or omissions arising out of the performance of any design, engineering or other professional services, with limits of not less than \$1,000,000 combined single limit per occurrence.

(f) Excess/Umbrella Liability with limits of not less than \$2,000,000 per occurrence and in the aggregate providing additional limits of insurance to the coverage required by subsections (a), (b) and (c) above (excluding statutory Worker's Compensation).

17.2 The insurance requirements above may be satisfied by a combination of primary and excess/umbrella policies. Except for Worker's Compensation coverage, the Certificate(s) of Insurance provided by Supplier to Company must name "Adjuvants Solutions, LLC and its affiliates and subsidiaries" as the Certificate Holder with additional insured and waiver of subrogation granted in favor of Certificate Holder. All certificates must contain language requiring insurer to provide the Certificate Holder at least 30 days advance written notice of cancellation and/or material modification to coverage.

17.3 In addition to the foregoing, Company reserves the right, in its discretion, to require Supplier to provide additional coverage(s) and/or coverage limits with respect to Services having a greater risk exposure. In such event, such additional coverages and/or higher limits shall be set forth in the applicable Order.

17.4 Supplier shall require its subcontractors to carry and maintain the above described insurance coverage and shall, upon request by Company, provide evidence of the same to Company.

**ARTICLE 18
CONFIDENTIALITY**

18.1 Supplier acknowledges that during the performance of an Order, any information of Company or its affiliates which is disclosed to or obtained by Supplier as a result of said performance shall be deemed confidential and proprietary to Company ("Confidential Information"). Without limiting the foregoing, the terms of the Agreement shall be deemed confidential and proprietary to Company, and may be used by Company as it deems fit.

18.2 Supplier agrees to treat as secret and confidential, and not to, at any time during the Agreement term and for five (5) years thereafter, disclose, distribute, publish, copy, reproduce, sell, lend, manipulate, otherwise make use of (except for the purpose of performing an Order provided that the disclosure is made to the employees of Supplier on a need-to-know basis) or permit use to be made of, any Confidential Information, except with Company's express written consent.

18.3 The foregoing shall not apply to any Confidential Information that (a) can be shown by documentary evidence to have been previously known to Supplier at the time of disclosure, (b) is independently developed by Supplier without breach of the Agreement, (c) is lawfully obtained from a third party without restriction on use or disclosure, (d) is or becomes part of the public domain through no fault of Supplier, or (e) is disclosed pursuant to any judicial or governmental requirement or order, provided that Supplier takes reasonable steps to give Company sufficient prior notice in order to contest such requirement or order.

18.4 Supplier shall use the same degree of care to avoid unauthorized disclosure of the Confidential Information as it employs with respect to its own confidential/proprietary information of like quality and nature, but employing no less than a reasonable standard of care.

18.5 Supplier expressly acknowledges that any disclosure made by Company does not grant Supplier any right other than the limited right to use the Confidential Information for the performance of an Order (and nothing contained herein shall be construed as granting or conferring any rights to Company's trademarks, inventions, copyrights, patents or the like).

18.6 Upon expiration or termination of the Agreement for whatever reason, Supplier shall return all Confidential Information to Company and shall not be entitled to make or retain copies thereof.

18.7 Supplier shall not advertise or publish the fact that Company has contracted with Supplier, nor use Company's name in any advertisement, publication, brochure or website.

ARTICLE 19 FORCE MAJEURE

Neither Supplier, nor Company, shall be liable for delay or non-performance of its obligations hereunder (or part thereof) if the cause of delay or non-performance is an event which is unforeseeable, beyond the control of the party affected, and cannot be remedied by the exercise of reasonable diligence, including without limitation acts of God, acts of civil or military authority, governmental orders, war, fire, explosion, labor unrest (except if limited to the party affected) or epidemic ("Force Majeure"). The party affected shall be relieved from its obligations (or part thereof) as long as the Force Majeure lasts and to the extent the Force Majeure hinders the performance of said obligations (or part thereof), it being understood that Force Majeure shall not excuse any obligation of Company to pay for invoices due for Services actually performed or Goods actually delivered in accordance with the provisions hereof. The party affected shall promptly notify the other party and make reasonable efforts to mitigate the effects of Force Majeure.

ARTICLE 20 INDEPENDENT CONTRACTOR

The Agreement shall not be construed as creating a joint venture, partnership or agency relationship between the parties. Neither party shall act or be deemed to act on behalf of the other party (or its affiliates), or have the right to bind the other party (or its affiliates). Each party shall remain an independent entity, and act as an independent contractor. Each party shall at all times during the performance hereof be responsible for the payment of wages and benefits to, and as applicable, tax withholding from, its own employees. Without limiting the generality of the foregoing, the employees and subcontractors engaged by Supplier for the performance hereof shall be the direct employees and subcontractors of Supplier, and Supplier shall remain solely responsible for all matters related to compliance with relevant employment laws.

ARTICLE 21 AUDIT

Company shall have the right, at any time up to three (3) years after completion or cancellation of any Order, to audit Supplier's books, records and data in any form to verify the compliance with the terms hereof and the correctness of any invoice submitted by Supplier.

ARTICLE 22 COMPLIANCE WITH LAWS; TRADE CONTROL

22.1 Supplier warrants that it will comply with all applicable laws and regulations with regard to the manufacture or sale of the Goods or performance of the Services contemplated hereunder, and that Supplier shall comply with, and adhere to, all applicable laws and regulations which may apply to Supplier in connection with the Agreement. SUPPLIER SHALL DEFEND, INDEMNIFY AND HOLD COMPANY HARMLESS AGAINST ANY CLAIMS IN RESPECT THEREOF.

22.2 All Goods and information that are the subject matter of these Terms & Conditions shall be exported under the control of Company, unless otherwise agreed upon in writing by the parties. The parties shall not act in manner which may cause either party to be in violation of applicable United

States trade laws and regulations, including but not limited to the Export Administration Act of 1979.

22.3 Supplier warrants that no applicable laws or regulations shall be violated in the manufacture or sale of the Goods or performance of the Services contemplated hereunder, and that Supplier shall comply with, and adhere to, all applicable laws and regulations which may apply to Supplier in connection with the Agreement. Supplier shall defend, indemnify, and hold Company harmless against any Claims in respect thereof.

22.4 Without limitation to the generality of Articles 22.1, 22.2 and 22.3, both parties shall strictly comply with, and adhere to, all applicable laws and regulations pertaining to environment, health and safety, economic sanctions laws, trade, import and export control. Specifically, each party covenants that it shall not, directly or indirectly, sell, provide, export, re-export, transfer, divert, loan, lease, consign, or otherwise release or dispose of any equipment, product, commodities, services, software, source code, or technology received under or pursuant to an Order to or via any individual, entity, or destination, or for any use prohibited by the laws or regulations of the United States or any other applicable jurisdiction without having obtained prior authorization from the competent governmental authorities as required by all such laws and regulations. Notwithstanding any other provision of these Terms & Conditions, neither Supplier nor Company shall take or be required to take or to refrain from taking any action prohibited or penalized under the laws of the United States or any applicable jurisdiction. Supplier shall provide Company with the Export Commodity Classification Numbers ("ECCN"), Harmonized Tariff Classifications ("HTC"), and Country of Origin information for each of the Goods. Supplier shall also provide any additional information that may affect the movement, classification, or treatment of Goods upon import or export, including whether the Goods are eligible for preferential tax or tariff treatment (such as preferential certificates of origin as governed by any applicable bi-lateral or regional free trade agreements).

22.5 When Company is responsible for exporting the Goods, Company shall undertake to determine any export license requirements, to obtain any required export license or other export authorization, and to carry out the required customs formalities for the Goods it is purchasing from Supplier. Supplier shall provide Company with all necessary information required to obtain an export license for the Goods. Company shall remain liable to accept and pay for material if licenses are not granted or are revoked, to the extent such denial of license application or revocation is not the result of Supplier's actions or inactions. Company shall also obtain any required import documents, including but not limited to import permits and import licenses. Company may authorize an agent (which term shall not include Supplier) in writing to act on its behalf with regard to exports from the United States. Upon Supplier's written request, Company shall provide or cause its agent to provide Supplier a copy of the electronic export declaration filed in connection with the export of Goods purchased from Supplier.

22.6 For a minimum of five (5) years (longer if required by any applicable law), Supplier shall retain all records pertaining to the Goods and information that are the subject matter of these Terms & Conditions. Upon reasonable notice, Company shall have the right to audit Supplier's records documenting its compliance with the terms of any applicable Order and these Terms & Conditions.

ARTICLE 23 ASSIGNMENT AND SUBCONTRACTING

23.1 Neither party shall, without the prior written consent of the other party, assign its rights and obligations under the Agreement, to another party, and any purported assignment without such consent shall be null and void. However, Company shall have the right to assign, in whole or in part, its rights and obligations under the Agreement to any of its affiliates.

23.2 Supplier shall not subcontract in whole or in part any of its obligations under any Order without Company's prior written consent, and any purported subcontracting without such consent shall be null and void. Supplier shall be responsible for the performance, acts or omissions of its subcontractors as if their performance, acts or omissions were its own performance, acts or omissions.

ARTICLE 24 GOVERNING LAW

24.1 The Agreement shall be governed by, and construed in accordance with, the laws of (a) the State of Oklahoma for transactions entered into in the United States, (b) Alberta (Canada) for contracts entered into in Canada, and (c) England (UK) for contracts entered into outside the United States and Canada, excluding any conflict of laws principle that would refer to the laws of another jurisdiction. Supplier and Company agree that the state or federal courts located in Tulsa County, Oklahoma shall have exclusive jurisdiction and shall be the exclusive venue to hear and decide any suit, action, or proceedings and/or settle any disputes which may arise out of or in connection with any Order and/or these Terms and Conditions. For these purposes, each party irrevocably submits to the exclusive jurisdiction of the state or federal courts in Tulsa County, Oklahoma. Each party hereby waives trial by jury in an action, proceeding or counterclaim brought by the other party on all matters whatsoever arising out of or in any way connected with the Agreement.

24.2 The parties agree that the application of the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from the Agreement.

ARTICLE 25 NOTICES

All notices required herein shall be sent by registered United States mail, overnight delivery by a nationally recognized carrier, or delivered in person, and shall be deemed delivered upon receipt. Notices to Supplier shall be served to the point of contact designated by Supplier, and notices to Company shall be served to the following address: P.O. Box 3066, Tulsa, Oklahoma 74101, Attn: General Counsel.

ARTICLE 26 BUSINESS CONDUCT

26.1 For the purpose of this Article 26:

(a) **“Government Official”** means: (i) any director, officer or employee of a Public Body or any person acting in an official capacity on its behalf; (ii) any officer, employee or candidate of any political party or faction; (iii) anyone otherwise holding a legislative, administrative or judicial position at any Public Body; or (iv) any director, officer or employee of any public international organization. Government Official also includes immediate family members of anyone described above.

(b) **“Public Body”** means any central or local government, or any ministry, department, agency or instrumentality of, or entity owned or controlled by, a government.

26.2 Supplier warrants, represents and agrees that:

(a) in the performance of each Order it shall comply, with all applicable laws, statutes, regulations and orders relating to anti-bribery, anti-corruption, competition and trade control, including without limitation the Foreign Corrupt Practices Act (**“Relevant Requirements”**);

(b) it shall not pay any commission, fee or rebate to any employee of Company, nor provide gifts or entertainment to any Company employee above a nominal value of \$250.00 US or the equivalent in local currency or in any manner that is deemed excessive or extravagant;

(c) to the best of its knowledge, it has no Government Officials as officers, employees or direct or indirect owners of Supplier as of the date of any Order accepted by Supplier;

(d) it shall immediately notify Company in writing: (i) of any request or demand for any undue financial or other advantage of any kind received by Supplier in connection with the performance of these Terms & Conditions; (ii) on becoming aware of or suspecting that a Government Official is or becomes an officer or employee of Supplier or acquires a direct or indirect interest in Supplier; and/or (iii) on becoming aware of or suspecting that there has been any breach of this Article 26; and

(e) it shall be liable and responsible to Company for any act or omission committed by any officer, employee or agent of Supplier in breach of this Article 26.

26.3 Where there has been a breach of this Article 26, Company may: (a) terminate any Order(s) by providing written notice thereof with immediate effect at no cost, liability or penalty to Company and without prejudice to any other rights or remedies that it may have accrued under or in connection with such Order and these Terms & Conditions or at law; and (b) retain such amounts owed to Supplier as Company reasonably believes necessary to compensate and/or set-off any loss or liability it has or will suffer as a result of Supplier’s breach of this Article 26. If the liabilities to be set-off are expressed in different currencies, Company may convert either liability in its discretion at a market rate of exchange. Upon termination pursuant to this Article 26.3, Supplier shall not be entitled to claim compensation or any further remuneration.

26.4 Where applicable, Supplier shall ensure that there is a written contract between Supplier and any of its subcontractors supplying services or goods in connection with any Order, which imposes terms equivalent to those imposed on Supplier in Article 17, as applicable, and this Article 26 (the **“Relevant Terms”**). Supplier shall be responsible for the observance and performance of the Relevant Terms, and shall be directly liable to Company for any breach of any of the Relevant Terms.

26.5 To the extent permitted by law, Supplier shall indemnify Company against any actions, claims, proceedings, demands, losses, liabilities, damages, costs (including legal fees), fines, penalties and/or expenses suffered or incurred by Company as a result of any breach of this Article 26 by Supplier or any breach of the Relevant Terms.

ARTICLE 27 GENERAL LEGAL PROVISIONS

27.1 The Agreement embodies the entire agreement between the parties with respect to the subject matter hereof, and prevails over any previous oral or written understandings, commitments or agreements pertaining to the subject matter hereof.

27.2 Any provision herein which in any way contravenes applicable laws or regulations shall be deemed severable to the extent of such contravention, and the legality, validity or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. The parties shall promptly negotiate to restore the provisions hereof as near as possible to its original intent and economic effect.

27.3 The provisions hereof which by their nature are intended to survive the expiration or termination of the Agreement (including without limitation warranty, indemnity/liability and confidentiality provisions) shall remain in full force and effect after said expiration or termination.

27.4 The headings contained herein are for convenience of reference only, and do not constitute a part hereof.

27.5 The terms and conditions contained herein may not be discharged in whole or in part by waiver, renunciation, or failure of enforcement, unless specifically agreed to in writing by the party to which said terms and conditions benefit.