Goods and Services Terms and Conditions of Purchase

1. **Acceptance; Entire Agreement**. Tempo Communications, Inc. is hereinafter referred to as "Buyer" either for itself or as an agent for an affiliate. The entity or person from which Buyer is purchasing products (collectively "Products"), or services ("Services"), or goods, products, and services (collectively "Goods") is referred to as "Seller". This Agreement and any purchase orders issued thereunder constitute Buyer's offer to purchase from Seller. This Agreement shall supersede all prior negotiations, discussions, and dealings and shall constitute the entire agreement between Buyer and Seller. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Buyer unless made in writing and signed on its behalf by a duly authorized representative of Buyer and specifically references this Agreement. No conditions, custom, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. These terms and conditions take precedence over Seller's additional or different terms and conditions, to which notice of rejection is hereby given. Acceptance of this purchase order constitutes acceptance of the terms and conditions listed herein including but not limited to requirements for Part Number, Quantity, Unit Price, Unit of Measure, compliance to relevant drawings, specifications, processes, work instructions, traceability, paperwork, approved manufacturer and facility. Should there be changes to the P.O. they will be subject to approval and amendment of P.O. provided by Tempo Communications, Inc.. Tempo Communications, Inc. P.O specifies the processes, products, services and their release as well as competence and required qualification of personnel to be provided Including the identification of relevant technical data (e.g., specifications, drawings, process requirements, work instructions); as flowed down from its customers. Tempo Communications, Inc. Buyers would establish interaction and communication methods including those for monitoring, controlling and reviewing quality and delivery performance by the Seller. Performance data is made available upon request
2. **Quality Requirements.** Seller's performance under this Purchase Order is subject to Tempo Communications, Inc.'s Quality Requirements as specified by the applicable Tempo Quality Clauses (TQC) incorporated by reference on the face of this Purchase Order. Tempo Quality Clauses TQC-01 and TQC-02 apply to all Purchase Orders. Additional Quality Clauses (TQC-03, TQC-04, TQC-05) apply when specified on the face of the Purchase Order or when this Purchase Order carries a Department of Defense (DoD) rating or is identified as defense-related. All Tempo Quality Clauses are published at https://www.tempocom.com/vendor-info/ and are incorporated herein by reference. The version of each Quality Clause in effect on the date of this Purchase Order shall apply.
3. **Performance.** Time is of the essence. If a delivery or performance is not expected to be made on-time, Seller will notify the Buyer and will take all reasonable steps at Seller's own cost to expedite delivery or performance. Deliveries shall be made strictly in accordance with Buyer's direction, and in exact quantities ordered. Shipments in excess of scheduled quantities or in advance of scheduled delivery dates as shown on any purchase orders are not to be made without Buyer's written approval. Buyer reserves the right to return at Seller's expense any shipments received contrary to this instruction. If Seller's deliveries are so far behind schedule that Buyer finds it necessary to call upon Seller for premium transportation, Seller shall be liable for the difference between specified and premium transportation. In addition, Seller shall perform overtime work and establish extra shifts without additional cost to Buyer, if necessary to maintain delivery and/or performance dates. All materials shall be suitably packed, marked, loaded, and shipped in accordance

with the requirements of common carriers.

4. **Independent Contractor**. Seller shall assume all duties under this Agreement as an independent contractor and shall not be deemed for any purpose to be an agent, servant, or representative of Buyer. Buyer shall have no direct control of Seller, its agents, or subcontractors in the performance of the Services. Nothing contained herein shall be construed to be inconsistent with such independent contractor relationship.

5. **Assignment; Subcontractors.** Seller shall not assign, sublet, or subcontract any portion of the performance of this Agreement without the prior written consent of Buyer. If permitted to subcontract the Services pursuant to this Section, Seller shall be fully responsible for all Services performed and Products and materials provided by subcontractors. Seller agrees that Buyer reserves the right to approve or reject any subcontractor.

6. **Inspection of Premises/Location.** Seller acknowledges that it has examined and is familiar with the premises/location upon which the Services is to be performed and knows the premises/location of the Services, the areas that will be assigned to it for its use, the configuration of the ground, the difficulties and potential hazards attending the execution of the Services, the general and local labor conditions and all other matters which can in any way affect the execution or safety of the Services.

7. **Use of Premises/Location/Security.** Seller shall perform all Services hereunder in such a manner as to cause a minimum of interference with Buyer's existing operations and the operations of other contractors on Buyer's premises/location. Seller shall comply with all Buyer's security regulations to gain entrance on Buyer's property. Seller will ensure as a condition of employment that Seller's employees will cooperate with any security or other investigation, and at the request of Buyer, submit to any reasonable security tests or checks. Seller shall perform criminal background checks and drug testing (i) upon hiring of all employees hired to perform the Services and (ii) within the previous two (2) years on all current employees assigned to perform Services. Upon completion of the Services, Seller shall restore the premises/location to its original condition and leave said premises/location clean and free of all tools, equipment, waste materials and rubbish. It is agreed that Seller shall not be entitled to damages for delays regardless of cause including site conditions, weather, or acts or omissions of Buyer or other contractors or vendors.

8. **Price; Billing.** If no price is set forth on the purchase order, the Goods shall be billed at the price last quoted or at the prevailing market price, whichever is lower, and, in any event, Goods ordered hereunder may not be billed at a higher price than last quoted or charged without Buyer's specific written authorization. If Buyer can purchase Products of comparable quality from another source at a lower cost than the delivered cost of the Products then in effect hereunder, and Buyer gives Seller written notice thereof, Buyer may purchase such Products, unless within fifteen (15) days of receipt by Seller of said notice, Seller shall meet such lower delivered cost for any equal quantity of Products thereafter sold hereunder. Any Products so purchased from another source shall be deducted from any obligation that Buyer may have hereunder, but the purchase order shall otherwise remain unaffected. If Seller shall sell Products of like kind and quantity during the term of the Purchase Order to any other customers, at a price which is lower for the same or a lesser quantity than the purchase price then in effect hereunder, the purchase price hereunder shall be reduced to such lower price for all shipments made while such lower price remains in effect for other customers. Except as otherwise specified in the purchase order, the price includes all transportation charges, and all charges for Seller's packing, crating and storage. Invoices must be furnished in duplicate and mailed to the attention of Buyer's "Accounts Payable Department". Any charges properly prepaid by Seller on behalf of Buyer pursuant to the purchase order for which reimbursement is sought must be separately stated on the invoice and supported by appropriate receipts furnished to Buyer.

9. **Taxes.** Unless otherwise provided herein, Seller shall pay, defend and hold Buyer harmless from the assessment or imposition of any customs import or export duties, excise, use or other tax (however

designated) upon the importation of tooling or equipment or production, sale, delivery or use of the Goods or on account of performance of Services to the extent such assessments or impositions are required or not forbidden by law to be borne by Seller.

10. Terms of Payment; Set-Off. Terms of payment shall be as agreed upon in the applicable Purchase Order or invoice or receipt of invoice by Buyer, whichever occurs last. Payment for any Goods on the purchase order shall not constitute approval or acceptance of such Goods by Buyer, and Buyer's right of inspection shall survive payment. Seller shall repay Buyer the purchase price of any Goods found to be defective, not to conform to specifications or samples or not shipped in accordance with Buyer's delivery schedule and which are returned to Seller.

11. **Default.** In the event of bankruptcy or insolvency proceedings involving Seller, or in the event of the appointment of an assignee for the benefit of creditors or of a receiver, or if Seller is insolvent or fails to perform any provision of the purchase order, or so fails to prosecute the work as to endanger its performance of the purchase order in accordance with its terms, Buyer may, by written notice to Seller, without any liability whatsoever and without prejudice to any other rights or remedies which Buyer may have under the purchase order or in law or equity, terminate, in whole or in part, further performance by Seller of any outstanding purchase orders.

12. **Warranty**. Seller warrants that, for a period of two (2) years from the date a Product is delivered to the Buyer ordering such product, such Product will be free from any defects in design, material, and workmanship, in conformity with any applicable drawings and specifications, and title to such Products shall be unencumbered. Buyer reserves the right to return, at Seller's expense, any defective or nonconforming Products or shipments received contrary to this Agreement. If requested by Buyer, Seller will, at Buyer's option, refund the purchase price of the Products, or correct or replace, at Seller's expense, the defective or nonconforming Products within ten (10) days after notice by Buyer to Seller. All costs in connection with or as a result of such defective or nonconforming Products, including, without limitation, cost to transport the Products from the Buyer to Seller and return shipment to the Buyer, will be borne by Seller. This warranty will then continue as to the corrected or replaced Products for two (2) years after the date of delivery of the corrected or replaced Products to Buyer. If Seller fails to repair or replace the Goods within the time periods set forth herein, Buyer may repair or replace the defective or nonconforming Goods at Seller's expense. Seller warrants that (i) it and all subcontractors hired by Seller (as permitted in Section 4) will perform all Services in a good and workmanlike manner,

    (ii) all Services, including all materials and equipment furnished hereunder, shall conform to all requirements and specifications identified in this Agreement or provided to Seller by Buyer pursuant to this Agreement and all industry standards established by those engaged in a business similar to that of Seller, and (iii) all Services shall be free from defects of any kind in materials and workmanship. Rejected or nonconforming Goods will not be deemed delivered on-time unless corrected or replaced Goods are delivered within the on-time period applicable to the order. The foregoing rights of Buyer are not exclusive and shall not limit Buyer's right to avail itself of any other remedy provided at law or in equity.

13. **Compliance with Applicable Laws.** Seller represents, warrants and covenants that all of the Products, merchandise, and materials delivered and/or services rendered hereunder will be and will have been produced and/or provided in compliance with all applicable laws, rules, regulations, orders, treaties and other requirements of federal/national, state/provincial and local governments and agencies thereof, including, without limitation, those relating to labor (including, if applicable, all provisions of the U.S. Fair Labor Standards Act of 1938, as amended), health, safety and the environment. If any of the Products are purchased for incorporation into products sold under a government contract or subcontract, the terms required to be inserted by that contract or subcontract, including any applicable non-discrimination and affirmative action requirements, shall be deemed to apply to this Purchase Order. In particular, if that

contract or subcontract is with the U.S. federal government, with respect to any employment activity within the U.S. Seller (i) agrees not to discriminate against any employee or applicant for employment on the basis of sex, race, color, religion, national origin, age, marital status, political affiliation or sexual orientation, gender identity, disability, status as a disabled veteran, a veteran of the Vietnam era, Active Duty Wartime or Campaign Badge Veterans or any other protected group status and (ii) agrees to take affirmative action to employ and advance in employment qualified individuals with disabilities and qualified protected veterans. Unless exempted, the Equal Opportunity clauses set forth in 41 CFR § 60-1.4(a), 41 CFR § 60-741.5(a) and 41 CFR § 60-300.5(a) are incorporated into this Purchase Order by reference. Unless exempted, Seller agrees to comply with the requirements of these Equal Opportunity clauses and also agrees to comply with the provisions of 41 CFR § 60-300.5(a) (listing job openings with the state workforce agency), 41 CFR 61-250.10 and/or 41 CFR 61- 300.10 (annual reporting of covered veterans), and 29 CFR Part 471, Appendix A to Subpart A (posting of employee notice)." All rating or certification requirements specified in such government contract or subcontract or of which Seller has knowledge shall be complied with. Seller agrees to furnish Buyer a certificate of compliance with any such laws and certification requirements in such form as may be requested by Buyer. Seller shall, at its sole cost, secure and maintain all necessary licenses, permits, authorizations or other approvals required for the operation of Seller's business, or any property used therein, or as necessary for Seller's performance hereunder. Seller shall immediately notify Buyer in the event that Seller is not in compliance with any provision of this Section.

14. **Intellectual Property.** Seller warrants that the Goods and the sale and use of them will not infringe any United States or foreign patents, trademarks, trade dress, copyrights, trade secrets or any other form of intellectual property, and Seller acknowledges that Buyer's patents, trademarks, trade dress, copyrights, trade secrets or any other form of intellectual property that Buyer provides to Seller are Buyer's exclusive property and Seller disclaims all rights in same. Where payment is made for experimental, developmental, or research work, as such, to be performed in accordance with special requirements of the Buyer, Seller agrees to disclose and on request to assign to Buyer each invention, property right, confidential process or know-how, and trade secret resulting therefrom or other form of intellectual property and Seller shall disclaim all rights in same. All drawings, artwork, special goods, materials, information or data furnished by Buyer and all intellectual property resulting from this Agreement (as referenced in the foregoing sentence) are Buyer's exclusive property and shall be used by Seller only for Buyer's work. All materials produced, developed, created, or devised by Seller for Buyer, including without limitation, work papers, sketches, drawings, designs, samples or models, source code and object code (collectively, "Work Product") shall be the sole property of Buyer. Buyer expressly

acknowledges the parties' agreement that all aspects of the Work Product which may be subject to copyright protection are considered as Works Made For Hire within the meaning of the Copyright Act of 1976 (the "Copyright Act"). In the event and to the extent that the Work Product or any part thereof is found, as a matter of law, not to be a Work Made For Hire under the Copyright Act, Seller assigns to Buyer the sole and exclusive right, title and interest in and to the Work Product without further consideration. Seller agrees to execute any assignments, registrations, certificates, or other instruments as Buyer may from time to time deem necessary or desirable to evidence, establish, maintain, perfect, protect, enforce or defend Buyer's ownership in and to any of the foregoing.

15. **Indemnity.** Seller will indemnify and hold harmless Buyer and its successors and assigns against any and all suits, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and other costs of defending any action) ("Losses") which such parties may sustain or incur (a) in connection with a breach of any representation, warranty, or undertaking made by Seller in this Agreement or such parties' enforcement of this Agreement, or (b) in connection with the design, development, manufacture, distribution, sale, use, or repair of the Goods, whether the claim be based upon a theory of breach of contract or warranty, negligence, strict liability, other tort, infringement, misappropriation or any other legal theory, except to the extent caused by the negligence of Buyer, or (c) as a result of any suit, claim, or demand under any environmental, health, safety or other laws, rules, regulations or requirements, including, without limitation the Comprehensive Environmental Response Compensation Liability Act, 42 U.S.C. § 9601 et seq, as amended, in connection with the manufacture, distribution, transportation, storage, use or disposal of the Goods or of raw materials by Seller. If Seller's performance requires Seller, its employees, agents or representatives to perform services or labor in the plants or on the premises of Buyer, its agents, customers, or users, Seller agrees to indemnify and hold harmless Buyer against all suits, losses, claims, damages, liabilities, costs and expenses for injury or damage to person or property arising out of such performance, except to the extent caused by Buyer. Seller agrees that it will, when requested and given reasonable notice of the pendency of any such suits, claims or demands, assume the defense of Buyer and their respective successors and assigns against any such suits, claims or demands. Additionally, Seller expressly and specifically waives all immunity that may be afforded Seller under the workers' compensation laws of any state or jurisdiction.

16. Insurance. Seller agrees to carry insurance beginning on the date Buyer's order is placed until **TWO (2) YEARS** after the termination, expiration, or acceptance of order, whichever occurs latest. Seller shall maintain insurance coverage in the types and minimum amounts specified in Tempo Communications, Inc.'s Vendor Insurance Requirements, as published at https://www.tempocom.com/vendor-info/ or available upon request. All required policies shall name Buyer as an additional insured where applicable, shall be primary and non-contributory with respect to Seller's acts, omissions or negligence, regardless of any insurance which may be carried by Buyer, and shall be procured from companies of recognized financial responsibility with an A-VII rating or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. All such policies shall provide for at least thirty (30) days prior written notice to Buyer of cancellation, non-renewal, or material change in the terms and conditions of coverage. At Buyer's request, Seller will provide to Buyer a certificate or certificates of insurance evidencing such coverage. In the event Seller ceases to carry adequate insurance that names Buyer as an additional insured, Buyer may immediately cancel this Agreement or any outstanding Purchase Order by giving Seller written notice of Buyer's election to cancel.

17. **Payment of Bills and Liens.** Seller shall pay promptly all indebtedness for labor, materials, tools, and equipment used in the performance of this Agreement. Before Seller shall be entitled to receive payment, Seller shall furnish evidence satisfactory to Buyer of the full payment of any such indebtedness. If any lien shall attach to premises/location of Buyer as a result of the Services performed, Seller shall promptly procure its release and hold Buyer harmless from all loss, cost, damage, or expense incidental thereto. Seller hereby authorizes Buyer to pay any such liens from any payments due Seller. To the extent permitted by law, Seller waives and hereby releases Buyer and the premises/location of Buyer from any and all liens accrued or accruing to it whatsoever and authorizes Buyer to withhold payments due Seller for the applicable statutory period to pay any liens arising from the Services for which Seller has failed to provide evidence satisfactory to Buyer of full payment of such indebtedness.

18. Audit. Except for lump-sum contracts, Buyer may, upon request, audit any and all records of Seller and any of its subcontractors relating to Services performed hereunder; provided, however, Seller and subcontractors shall have the right to exclude any trade secrets, formulas, or processes from such inspection. Seller further agrees to maintain its books and records and to cause its subcontractors to maintain their books and records relating to this Agreement for a period consistent with the record retention requirements specified in the applicable Tempo Quality Clause (TQC-01), or as otherwise required by applicable law or customer requirement, whichever is longer, and to make such books and records available to Buyer upon request during that period.

19. **Conflict of Interest**. Seller warrants that it is aware of the Foreign Corrupt Practices Act of 1977, as amended as well as any other applicable anti- bribery laws (collectively "Anti-Corruption Laws") and shall comply with all Anti-Corruption Laws. Seller warrants that it has not given nor received any commissions, payments, gifts, kickbacks, lavish or extensive entertainment or other things of value in connection with this Agreement and acknowledges that the giving or receiving of any such payments, gifts, entertainment, or other things of value is strictly in violation of Buyer's corporate policy and may result in the cancellation of this and all future contracts. Seller shall notify Buyer's legal department of any such solicitation by any of Seller's employees or agents.

20. **Sustainability and Ethical Business Conduct.** Seller shall conduct its business in a manner consistent with

applicable environmental, social, and ethical standards. Seller shall comply with all applicable environmental laws and regulations, including those governing waste minimization, emissions, and hazardous materials. Seller warrants that it does not use forced labor, child labor, or human trafficking in any form in its operations or supply chain, and that it maintains fair labor practices in compliance with all applicable local and international labor laws. Seller shall maintain workplace conditions that are safe, non-discriminatory, and respectful of workers' rights. Seller agrees to provide Buyer with documentation evidencing compliance with this Section upon request. Buyer reserves the right to audit Seller's facilities and practices for compliance with this Section with reasonable prior notice.

21. **Electronic Signatures and Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when sent by (a) certified mail, return receipt requested, (b) overnight courier with confirmation, or (c) email with confirmation of receipt by the receiving party. Notices to Buyer shall be sent to the address on the applicable Purchase Order. The parties agree that electronic signatures shall have the same legal effect, validity, and enforceability as original handwritten signatures, consistent with the Electronic Signatures in Global and National Commerce Act (E-SIGN Act) and applicable state law.

22. **Data Privacy.** Seller's obligations with respect to data privacy are governed by Tempo Communications, Inc.'s Privacy Policy, as published and updated from time to time at https://www.tempocom.com/privacy-policy/. The current version of the Privacy Policy is incorporated herein by reference and Seller agrees to comply with its applicable requirements in connection with the performance of this Agreement.

23. **Safety Provisions.** It is the essence of this Agreement that all Services to be performed by Seller shall be done in a safe and good workmanlike manner, free of any accidents. Accordingly, Seller shall promulgate, maintain, and enforce appropriate safety and health rules and procedures (including training) with respect to its personnel and the Services to be performed hereunder, which rules and procedures at a minimum shall be the equivalent of or exceed applicable Buyer safety and health rules. All Services performed hereunder shall fully comply with all lawful governmental safety and health requirements, including the rules and standards established by the Occupational Safety and Health Act of 1970 ("OSHA"), as amended, and any other applicable federal, state and/or local safety or health laws, rules or regulations. Any equipment provided by Buyer to Seller for the benefit of Seller's employees or those of its subcontractors shall be at the sole risk and liability of Seller to make sure that such equipment is fit for the use intended and is in proper working order. SELLER AGREES TO INDEMNIFY (INCLUDING ATTORNEYS' FEES), DEFEND, AND SAVE HARMLESS BUYER FROM ANY AND ALL CLAIMS OF SELLER, SUBCONTRACTORS, AND THEIR EMPLOYEES ARISING OUT OF THE USE OF ANY EQUIPMENT FURNISHED BY BUYER OR ADVICE GIVEN BY BUYER RELATING TO SUCH EQUIPMENT, TO THE FULLEST EXTENT ALLOWED BY LAW, IT BEING UNDERSTOOD THAT BUYER SHALL NOT BE LIABLE UNDER LAW, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE. Seller shall maintain a drug and alcohol free workforce at

all times while on Buyer's premises/location. Upon Buyer's request, Seller shall provide Buyer with a copy of all accident reports prepared by or submitted to Contractor, including all OSHA illness and injury reports.

24. **Confidentiality.** This Agreement, the Services to be performed, any information (including any technical information, experience or data) regarding Buyer's products, prices, plans, programs, plants, processes, costs, equipment, operations or customers which may be disclosed to, or come within the knowledge of, Seller, its employees and agents in the performance of this Agreement shall be deemed confidential and shall not be used by Seller nor revealed by Seller to any third party not necessary for the completion of the Services unless permission is first obtained in writing from Buyer. It is acknowledged that Buyer has advised Seller, and Seller has advised its employees and agents, that an individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret

that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal; and does not disclose the trade secret except pursuant to court order.

25. **Force Majeure.** Buyer and Seller shall not be liable for any delay or failure of performance due solely to acts of God; provided, the affected party shall have given notice to the non-affected party of any such cause for delay or anticipated delay promptly following the commencement thereof and shall have used the affected party's best efforts to make or accept deliveries, as the case may be, as expeditiously as possible. If Buyer believes that the delay or anticipated delay in Seller's deliveries may impair Buyer's ability to meet its production schedules or may otherwise interfere with Buyer's operations and such delay may last for a period of time that exceeds ten (10) days, Buyer may at its option, and without liability to Seller, immediately terminate this Agreement or any outstanding purchase order. In the event of a shortage, Seller agrees to allocate its total available supply of Products among Buyer and Seller's other customers, if applicable, on a fair and equitable basis.

26. **Cancellation; Termination; Suspension.** Buyer reserves the right to cancel all or any part of the undelivered portion of a purchase order. This Agreement may be terminated by Buyer or by Seller at any time immediately upon written notice in the event of the other party's material breach of any term or provision of this Agreement or upon the occurrence of any of the following events: (a) such other party makes an assignment for the benefit of creditors, or is subject to any voluntary or involuntary provincial or federal receivership, insolvency or bankruptcy proceedings, or becomes unable, or admits in writing its inability, to meet its obligations as they mature; (b) the cancellation, suspension or other revocation of licenses, permits or authorizations necessary for such other party to conduct its business in accordance with this Agreement; (c) such other party makes any materially false or misleading statement, representation or claim; (d) such other party fails to prosecute the work so as to endanger performance of this Agreement; (e) dissolution or liquidation of such other party; and/or (f) such other party's failure to pay any indebtedness which is due and payable and which failure is not remedied within 60 days following written notice. Buyer will not be responsible for any specific cancellation fees or charges. Notwithstanding anything to the contrary in this Agreement, upon termination, cancellation or expiration of this Agreement, Seller shall immediately cease use of any of Buyer's intellectual property, trade secrets and formula (e) and shall have no further right to use the same. If this Agreement is cancelled due to an event caused by the Seller or resulting from the Seller's acts or omissions, Buyer may complete Seller's performance by such reasonable means as Buyer determines, and Seller shall be responsible for, and shall indemnify Buyer against any damages and reasonable costs, including, without limitation, attorneys' fees, incurred by Buyer as a result thereof. Any amounts due Seller for Goods, and other items delivered or provided by Seller in full compliance with the terms of this Agreement prior to such event shall be subject to set-off of Buyer's additional costs of completing this Agreement and other damages incurred by Buyer as a result of Seller's actions or omissions.

27. **Survival.** The terms of Sections 8, 11, 12, 13, 14, 20, 22, 23, 24, 26, and 27 of this Agreement shall survive the termination, cancellation, or expiration of this Agreement.

28. **Parametric Data.** Seller shall provide such information concerning parts, materials, weight and other items requested by Buyer and in the format specified by Buyer. Seller shall also provide, at Buyer's request,

certificates of origin and other related documentation in the format specified by Buyer.

29. Changes. Buyer reserves the right from time to time, to change any specifications, drawings, delivery dates, quantities and items covered by this Agreement. If such change would materially affect the price or delivery date, Buyer and Seller shall mutually agree upon an equitable adjustment in the price and/or delivery date to reflect the effect of such change; provided Seller shall have notified Buyer in writing of any claim for such adjustment within thirty(30) days from the date of such notice from Buyer. Seller shall not suspend performance of this Agreement while Buyer and Seller are in the process of making such changes and any related adjustments. No substitutions shall be made without the prior written approval of Buyer. Seller agrees that it will not make any process or manufacturing changes which might affect the performance, characteristics, reliability or life of the Goods without prior written approval of Buyer.

30. **RoHS; WEEE; REACH; Solid Wood Packaging Material; Prop 65.** Seller is and remains solely responsible for the full compliance of delivered Products or parts of Products with any applicable rules and regulations on restriction of hazardous substances ("RoHS Laws") such as Directive 2011/65/EC as of 8 June 2011, the China Administrative Measures for Restriction of Hazardous Substances in Electrical and Electronic Products as of July 1, 2016 and all subsequent releases as well as all other national or local regulations issued in execution of the aforesaid RoHS Laws. Seller undertakes to duly and immediately inform Buyer of any changes affecting RoHS compliance. To the extent required by applicable law, Seller shall be responsible for the collection, treatment, recovery, or disposal of (i) the Products or any part thereof deemed by law to be 'waste' and (ii) any items for which the Products or any part thereof are replacements. If Seller is required by applicable law, including waste electrical and electronic equipment laws, European Directive 2012/19/EC ("WEEE laws") and related laws in EU Member States, to dispose of 'waste' Products or any part thereof, Seller shall dispose of such Products entirely at its own cost (including all handling and transportation costs). Seller is and remains solely responsible for the full compliance of delivered Products, parts of Products or substances with the requirements of Regulation (EC) No. 1907/2006 ("REACH") as of 18 December 2006 as amended or varied and all subsequent releases as well as any national regulations issued in execution of this Regulation. Seller guarantees that all obligations under REACH, in particular all Buyer information requirements are fulfilled. Seller shall comply with all International Plant Protection Convention ("IPPC") regulations on solid wood packaging material ("SWPM") as outlined in ISPM-15 and elsewhere. Seller shall ensure, and provide appropriate certification, that all SWPM shall be marked with the IPPC logo, country code, the number assigned by the natural plant protection organization and the IPPC treatment code. Seller is responsible for supplying all Products to Buyer in full compliance with the California Health and Safety Code Section 25249.5 et seq., as amended ("Prop 65"), and shall upon issuance of Buyer's order, immediately disclose to Buyer of the presence of all Prop 65 listed chemicals present within the Product without regard to any exemptions or safe harbors including but not limited to NSRL/MADL or business size.

31. Choice of Law; Venue; Miscellaneous. This Agreement shall be governed by the laws of the State of Texas applicable to contracts to be formed and fully performed within the State of Texas, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this Agreement, or any purchase order issued hereunder shall be filed in a state or federal court in or for Travis County, Texas. Seller hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof. The 1980 United Nations Convention on Contracts for the International Sale of Goods shall not apply to any sales transactions governed by these terms and conditions. Nothing contained in this Agreement will be construed to create a partnership or joint venture among the parties. If any part of this Agreement shall be held to be illegal, void or unenforceable, the remaining portions shall remain in full force and effect. Any and all of the rights and remedies conferred upon Buyer under this Agreement shall be cumulative and in addition to, and not in lieu of, Buyer's rights

and remedies granted at law and equity, all of which rights and remedies are fully reserved by Buyer. The failure of Buyer to insist in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any right hereunder shall not be construed as a waiver or relinquishment of any of the other terms and conditions of this Agreement nor the right to enforce the future performance of any term, covenant or condition or the future exercise of any other rights herein. Seller agrees to provide Electronic Data Interchange at the request of Buyer. Any forecast that may be made by Buyer of its requirements shall be made in good faith to assist Seller for planning purposes, but such forecast shall not be deemed a commitment or guarantee by Buyer. Seller warrants that it has reviewed its supply chain security procedures and that these procedures and their implementation are in accordance with the criteria set forth by the Customs-Trade Partnership Against Terrorism program of the U.S. Bureau of Customs and Border Protection. Seller shall not assign any portion of the purchase order, or any duty or right herein or any claim arising hereunder, and Seller's performance hereunder shall not be delegated without the prior written consent of Buyer.