**RYOBI DIE CASTING (USA), INC.**

**PURCHASE ORDER TERMS AND CONDITIONS**

1. **ACCEPTANCE**. This Purchase Order (“Order”) for goods and/or services (collectively, “Goods”) expressly limits acceptance to the terms and conditions stated herein. Any additional or different terms proposed by Seller or set forth in forms submitted by Seller, including Seller documents attached or incorporated herein by reference or in Seller’s acknowledgement or invoice, are hereby objected to and rejected unless expressly accepted in writing by Buyer’s Purchasing Agent whose name appears on the reverse side hereof. Acceptance of this Order by Seller shall occur upon the earlier of Seller's written acceptance (whether by electronic means or otherwise) or by Seller's commencement of performance or first shipment. Any reference in this Order to Seller’s quotation(s) or other Seller documents shall be limited to the specifications for the Goods being ordered or other transaction-specific terms to the extent expressly set forth on the face of this Order; in no event shall this Order incorporate any pre-printed or standard terms or conditions of Seller even if contained in documents referenced herein.
2. **DELIVERY**. Time is of the essence and deliveries must be made both in quantities and at times specified in the Order delivery schedule. If Seller does not comply with Buyer’s specified delivery schedule, Buyer may, in addition to any other rights which Buyer may have under this Order or at law, require Seller to accomplish delivery by the fastest means, and all charges, including air freight, resulting from the expedited transportation shall be fully prepaid and absorbed by Seller. Unless otherwise specified herein, no variation in the quantity of Goods ordered hereunder including partial delivery will be allowed. Any Goods shipped in excess of the quantity herein designated may be returned to Seller at Seller’s expense.
3. **INSPECTION**. Buyer shall not be obligated to inspect or test any Goods and Seller waives any right to require any such inspection, but all Goods ordered hereunder will be subject to inspection and testing at any time or place as directed by Buyer. Payment for nonconforming Goods will not constitute an acceptance of the Goods, limit or impair Buyer’s right to assert any legal or equitable remedy or relieve Seller of its responsibility for latent defects. Notwithstanding the foregoing, Buyer reserves the right to perform a final inspection at its plant, notwithstanding any prior inspection or payment. If any of the Goods are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements herein stipulated, Buyer, in addition to any other rights and remedies it may have under warranties or otherwise, shall have the right to exercise the following options: (i) return Goods to Seller, at Seller’s expense, for repair, replacement or full credit, at Buyer’s option (ii) retain Goods with an equitable reduction in price; and (iii) retain and repair Goods at Seller’s expense. Buyer’s inspection or acceptance of the Goods shall not terminate or in any way impair the representations or warranties provided herein.
4. **SHIPPING INSTRUCTIONS**.

A. Seller will (i) properly pack, mark and ship the Goods in accordance with the requirements of Buyer, the involved carriers, and laws and regulations of the country of manufacture, the country of destination and any country in which the Goods will be transported, including, without limitation, laws and regulations governing the handling and transportation of dangerous Goods or hazardous materials; (ii) route shipments in accordance with Buyer’s instructions and the terms and conditions stated in this Order; (iii) provide with each shipment packing slips with Buyer’s Order and/or release number and date of shipment marked thereon; (iv) promptly forward the original bill of lading or other shipping documents for each shipment in accordance with Buyer’s instructions; and (v) include on bills of lading or other shipping documents the correct classification of the Goods. The marks on each package and identification of the Goods on packing slips, bills of lading and invoices (when required) must be sufficient to enable Buyer to easily identify the Goods purchased. No charges of any kind, including charges for boxing, cartage, freight, insurance, dunnage, storage and handling, will be paid by Buyer and all such charges shall be borne by Seller unless specifically agreed to by Buyer in writing. Where price as agreed is a function of weight, the price to Buyer shall be for net weight of accepted Goods, unless otherwise agreed. Packaging requirements for shipments on Commercial Bills of Lading must meet commercial standards and accepted practices of the industry, with full protection of the Goods to ultimate destination, and must conform to governing classifications, including but not limited to: Uniform Freight Classification, for rail; National Motor Freight Classification, for truck; Railway Express Classification, for express; U.S. Official Postal Manual, for parcel post; Official Air Freight Rules Tariffs, for air freight. Seller shall be responsible for packing and packaging necessary to withstand transportation hazards.

1. Seller shall strictly adhere to the “INSTRUCTIONS” shown on the Purchase Order.
2. Unless otherwise specified herein, all Goods covered by this Order shall be shipped DDP Buyer’s plant (Incoterms 2020) with applicable freight charges prepaid by Seller and added to invoice.
3. Unless otherwise specified herein, the price shall include all customs duties and tariffs relating to Goods covered by this Order, including Goods which are imported into the United States or exported from the United States, shall be paid by Seller.
4. Upon request, Seller shall promptly furnish to Buyer all documents and other information required for customs drawback purposes, properly completed in accordance with applicable governmental regulations. Unless otherwise expressly stated in this Order, all customs drawbacks shall be reserved and retained for, or credited to, Buyer.
5. Export licenses or authorizations necessary for the export of the Goods shall be the responsibility of Seller unless otherwise expressly stated in this Order, in which case Seller shall provide such information as may be necessary to enable Buyer to obtain such licenses or authorizations or to meet Buyer’s export compliance requirements. Seller shall provide copies of all such licenses and authorizations to Buyer. Seller shall undertake such arrangements as necessary for the Goods to be covered by any duty deferral or free trade zone programs of the country of import.
6. To the extent that any Goods covered by this Order are to be imported into the United States of America, Seller shall, upon Buyer’s request, comply with all applicable recommendations or requirements of the United States Bureau of Customs and Border Protection’s Customs-Trade Partnership Against Terrorism initiative or any successor or replacement initiative or program. To the extent that any Goods covered by this Order are to be imported into Canada, Seller shall, upon Buyer’s request, participate in the Canada Border Services Agency’s Partners in Protection program or any successor or replacement initiative or program. Upon request, Seller shall certify in writing its compliance with the foregoing. Seller shall indemnify and hold Buyer and its parent, subsidiary and affiliated companies harmless from and against all liabilities, demands, claims, losses, costs, damages and expenses of any nature or kind (including legal and other professional fees) arising from or relating to Seller’s non-compliance with the foregoing.
7. Upon request, Seller shall promptly furnish to Buyer all certificates of origin or domestic value-added and all other information relating to the costs and places of origin of the Goods or the Services and the materials contained therein or used in the performance thereof, as may be required by Buyer to comply fully with all customs, tariffs and other applicable governmental regulations. Seller shall comply with all such regulations. Seller shall indemnify and hold Buyer, its parents, subsidiaries and affiliates, their respective successors, assigns, representatives, employees and agents, and the Customer harmless from and against all liabilities, demands, claims, losses, costs, damages and expenses of any nature or kind (including fines and penalties) arising from or as a result of: (i) Seller’s delay in furnishing such certificates or other compliance by Seller with such regulations, any errors or omissions contained in such certificates, and (iii) any non-compliance by Seller with such regulations.

5. **TITLE AND RISK OF LOSS**. Except as otherwise expressly provided herein, title to and risk of loss and/or damage to all Goods shipped by Seller to Buyer hereunder shall remain with Seller until the Goods are physically delivered to Buyer’s plant and shall pass to Buyer only upon Buyer’s inspection and acceptance of such Goods.

6. **CHANGES**.

1. Buyer may at any time direct changes to drawings or specifications for the Goods to be produced hereunder or otherwise change the scope of the work covered by this Order, the method of shipping or packing the Goods or their place of delivery, and Seller agrees to make such changes, and Seller will promptly discuss, reasonably and in good faith, any pricing adjustments (up or down) to be made in connection with such changes; provided that no claim for adjustment shall be valid unless asserted within a mutually set period of time but in no event more than thirty (30) days from date Seller receives notification of such change.
2. Seller will not relocate the production or manufacture of the Goods from the facilities approved by Buyer or change the location from which the Goods are shipped, without first following Buyer's relocation requirements and obtaining Buyer's advanced written consent.

7. **GOODS AND SERVICES WARRANTY**. In addition to any warranty implied by law, Seller expressly warrants that Goods provided hereunder shall (i) be free from defect in design, workmanship, and materials, (ii) conform strictly to applicable specifications, drawings, and approved samples, if any; (iii) be fit and sufficient for ordinary commercial purposes and the purpose intended by Buyer; (iv) be of merchantable quality; (v) be of good title and free and clear of any liens, claims, encumbrances and third party rights, including Intellectual Property (as defined below) rights; and (vi) be in accordance with applicable federal and state laws, codes and standards. Seller further expressly warrants that all services performed at the premises of Buyer in connection with Goods provided hereunder shall be performed in a good, professional and workmanlike manner, by agents or employees of Seller with a degree of skill and expertise appropriate to the complexity of the services performed. All the aforesaid warranties shall run to Buyer, its successors, assigns and customers. Unless otherwise set forth in this Order, the duration of the warranty provided by Seller to Buyer for the Goods will begin on the date of receipt of the Goods by Buyer and end on the later of (i) the date of expiration of any warranty period provided under applicable law for the Goods, (ii) expiration of any warranty applicable to the Goods provided by Buyer to Buyer’s end customer for the vehicle into which the Goods are incorporated, or (iii) the expiration of any specific warranty period or performance standard provided in any document incorporated by reference into the Order, including in Buyer’s specifications or quality standards. All such warranties shall survive inspection, testing, acceptance and payment by Buyer. In the event of breach of warranty, Buyer may, in addition to other rights it may have at law or herein, at its option, either return for credit or require prompt correction or replacement of the defective or non-conforming Goods, at Seller’s expense. Buyer's approval of Seller's designs shall not relieve Seller of the warranties or other obligations set forth herein.

8. **PRICE TO BUYER**. Seller warrants that the prices for the Goods sold to Buyer under this Order are not less favorable than those currently extended to any other customer for the same or like goods in equal or less quantities or for services of the same or like scope. In the event Seller reduces its price to third parties for such Goods or services during the term of this Order, Seller agrees to reduce the price to Buyer accordingly effective as of the date of the first reduction. Unless otherwise provided in this Order, the prices set forth in this Contract will be exclusive of all taxes and charges, including any sales, use, excise, services, value added tax, goods and services tax, or similar tax, and these taxes should be separately identified by Seller in both Seller’s quote and in this Order even if the tax rate is zero. Buyer will not be responsible for any taxes charged by the Seller that are not identified in this manner.

9. **PAYMENT TO SELLER**. Upon the submission of proper invoices, Seller shall be paid the prices stipulated herein for Goods delivered and accepted, consistent with the payment terms set forth on the face of this Order. Unless otherwise requested by Buyer, invoices shall be rendered separately for each delivery and shall prominently indicate the information required by the “INSTRUCTIONS” on the front side hereof. The date for cash discount, if any, shall commence on the date the Goods are accepted by Buyer or the date of the receipt of a proper invoice, whichever is later. All invoices and charges shall be subject to audit, including as may be required by Buyer’s customers. Buyer will pay for the Goods provided by Seller in accordance with the payment terms and in the currency specified elsewhere in this Order. Payments may be made electronically (including, without limitation, by bank transfer or recorded bill of exchange, where applicable) Buyer may withhold payment pending receipt of evidence, in such form and detail as Buyer may direct, that Goods provided by Seller under this Order are free of any liens, claims and encumbrances. In addition to any right of setoff or recoupment provided by law, all amounts due to Seller will be considered net of indebtedness of Seller and its affiliates/subsidiaries to Buyer and its affiliates/subsidiaries; and Buyer will have the right to set­off against or to recoup from any amounts due to Seller and its affiliates/subsidiaries from Buyer and its affiliates/subsidiaries.

1. **INTELLECTUAL PROPERTY**. Except as otherwise provided herein, each party will retain ownership of its Intellectual Property as the same existed prior to negotiations leading to the issuance of this Order. “Intellectual Property” shall include, without limitation, all patents, patent applications, copyrights, trademarks, trade secrets, know how, designs and other technology. Notwithstanding the foregoing, any Intellectual Property developed by Seller in the course of developing or producing Goods pursuant to this Order, including customized goods or services, shall be owned by Buyer, and, in the case of designs or other copyrightable materials, shall be deemed “works made for hire” for Buyer’s benefit. In any event, Seller hereby grants Buyer a royalty-free, non-exclusive, irrevocable, world-wide license to the Intellectual Property of Seller used in developing or producing the Goods pursuant to this Order, which shall include a license to manufacture, have manufactured and sell Goods of the general type covered by this Order. In the event that Seller makes or creates any invention, discovery, improvement or process, patentable or otherwise, based on or relating to the Goods or technical data, information or proposals provided by Buyer, Seller shall notify Buyer thereof and the parties shall negotiate in good faith concerning the ownership of the Intellectual Property rights.
2. **NONDISCLOSURE OF CONFIDENTIAL INFORMATION**. Goods produced hereunder with Buyer's specifications, drawings or Intellectual Property shall not be quoted for sale or sold to other parties without Buyer's express prior written authorization, which Buyer may grant or withhold in Buyer's sole and absolute discretion. Any specifications, drawings, methods, samples, plans, customer information or other data or Intellectual Property furnished or owned by Buyer, its parent company or their customers, or based on any such information, shall be treated as confidential information by Seller, will be used only in connection with the performance under this Order, and shall not be disclosed by Seller to any third parties (including Seller’s subcontractors) without Buyer’s express written consent, and shall remain Buyer’s (or its customer’s) property and shall be returned to Buyer on demand. Any documents or data prepared by Seller that incorporate or disclose any confidential information of Buyer shall be returned to Buyer upon demand or destroyed upon demand of Buyer and Seller shall promptly transmit a certification of such destruction. Seller shall comply with all confidentiality requirements of Buyer’s customers and shall not disclose the identity of Buyer’s customers except upon Buyer’s express written consent.
3. **HEALTH AND SAFETY HAZARDS**.

A. If any Goods shipped to Buyer by Seller may in any way constitute or create real or potential hazards to human health and safety, Seller shall: (i) clearly and prominently label such Goods to indicate their handling, storage, and use limitations and recommend precautionary measures in compliance with government and safety regulation for the country of manufacture and sale; and (ii) prior to or concurrently with the shipment of such Goods furnish, under separate cover to the Purchasing Agent whose name appears on the reverse side of this Order, specifications and data which completely describe the handling, storage and use limitations and the recommended precautionary measures (including Material Safety Data Sheets) and such other instructions as may be necessary to advise carriers, Buyer and their respective employees of how to exercise that measure of care and precaution that will comply with any applicable laws or regulations and best prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the Goods, containers and packaging shipped to Buyer. Upon Buyer’s request, Seller will certify to Buyer in writing the origin of any ingredients or materials in the Goods. Seller will promptly provide, in writing, any information regarding the Goods requested by Buyer so that Buyer may comply in a timely manner with reporting requirements under applicable law with respect to consumer protection, "conflict minerals" or similar materials or ingredients, if any.

B. If Seller performs any work on Buyer’s premises or utilizes the property of Buyer, whether on or off Buyer’s premises, Seller will indemnify and hold Buyer, its parent, subsidiary and affiliated companies harmless from and against any liability, claims, demands or expenses (including, without limitation, legal and other professional fees) for damages to the property of or injuries, including death, to Buyer or Seller, Buyer’s or Seller’s employees, subcontractors or any other person arising from or in connection with Seller’s performance of work or use of Buyer’s property, except for such liability, claim or demand arising out of the sole negligence of Buyer. Seller is required to abide by applicable federal, state, and local laws and regulatory requirements while performing work at any facility of Buyer or its customers or suppliers.

1. **INSURANCE**. In the event that Seller is required to enter into the premises owned, leased or occupied by, or under the control of, Buyer or its customers or suppliers during the performance of services hereunder or during delivery of Goods herein contemplated, Seller agrees to maintain and require its subcontractors to maintain; (i) Commercial General Liability and property damage insurance, in amounts satisfactory to Buyer to cover the obligations set forth herein: (ii) proper Worker’s Compensation Insurance with statutory limits covering all employees engaged in the performance of such services and/ or the delivery of Goods and (iii) other types of insurance appropriate to the nature of the services to be rendered to Buyer including as may be specified by Buyer. Where this Order calls for the sale of Goods, Seller shall procure Automobile Liability coverage of $1,000,000 combined single limit coverage; Commercial General Liability with limits of $1,000,000 per occurrence and $2,000,000 aggregate and $2,000,000 aggregate of Products Liability insurance and other coverages, in such amounts and terms as may be required by Buyer or its customers. The above insurances, excepting Worker’s Compensation and Employer’s Liability, shall name Buyer as an additional insured. In the event Seller does not procure and maintain insurance coverage as required by Buyer or its customers, Buyer may procure such coverage at Seller’s cost. Seller agrees to waive all subrogation rights on its Commercial General Liability, Worker’s Compensation/ Employer Liability and Auto Liability coverage to Buyer. Seller shall furnish to Buyer, promptly upon Buyer’s request, certificates currently evidencing insurance in types and amounts of coverage as Buyer may request and providing that no cancellation thereof shall be effective except upon thirty (30) days prior written notice to Buyer.
2. **TERMINATION FOR CAUSE**. Buyer may, by written notice and without liability to Buyer, terminate this Order and refuse to accept deliveries, in whole or part, if Seller: (i) repudiates or breaches any provision of this Order; (ii) fails to deliver Goods or perform services within the time specified herein; or (iii) fails to make sufficient progress in fulfillment of its obligations so as to endanger timely performance hereunder and such failure is not cured within ten (10) days (or such shorter time as may be commercially reasonable under the circumstances) after written notice from Buyer. In the event of termination hereunder, Buyer may procure, upon such terms as Buyer deems appropriate, substantially similar Goods and Seller shall be liable to Buyer for any excess cost to Buyer, provided that Seller shall continue the performance of this Order to the extent not terminated. Buyer may require Seller to deliver to Buyer any completed or partially completed Goods or inventory that Seller has produced or acquired for the performance of this Order, with payment for any such Goods or inventory accepted by Buyer to be in such reasonable amount as Seller and Buyer shall mutually determine, but not to exceed the contract price.
3. **TERMINATION WITHOUT CAUSE**. In addition to any other rights of Buyer to terminate this Order, Buyer may at any time immediately terminate all or any part of this Order, for any reason, upon written notice to Seller, including upon termination of or volume reductions under orders placed by Buyer’s customer. In such case, Buyer shall pay Seller all amounts due hereunder for delivered and accepted Goods and shall pay Seller an amount equal to the actual cost of raw materials and work-in-process applicable to the terminated portion of this Order, provided that Seller shall submit to Buyer within thirty (30) days after the termination notice a written claim in such form and with supporting documents as specified by Buyer. Buyer shall not otherwisebe liable to Seller or any subcontractor of Seller, and in no event shall Buyer be liable for loss of anticipated profit, unabsorbed overhead, product development and engineering cost, unrecovered depreciation costs, or general or administrative expense related to any termination. Buyer reserves the right to verify Seller’s claims hereunder.
4. **LIMITATION OF LIABILITY**. **IN NO EVENT UNDER THIS ORDER, OR IN CONNECTION WITH ANY TRANSACTION BETWEEN BUYER AND SELLER, OR INVOLVING THE GOODS OR SERVICES COVERED BY THIS ORDER, SHALL BUYER OR ITS PARENT OR AFFILIATED COMPANIES BE LIABLE TO SELLER (OR TO ANYONE ASSERTING A CLAIM ON SELLER'S BEHALF) FOR (I) INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION LOST PROFITS, OR (II) PUNITIVE, EXEMPLARY OR ENHANCED DAMAGES. IN NO EVENT SHALL THE MAXIUM LIABILITY OF BUYER EXCEED THE PURCHASE PRICE FOR THE GOODS TO BE PROVIDED UNDER THE SUBJECT ORDER.**
5. **INSOLVENCY/CHANGE IN OWNERSHIP**. Buyer may immediately cancel this Order with no liability to Buyer in the event of the insolvency of Seller; filing of a voluntary or involuntary petition in bankruptcy concerning Seller; appointment of a receiver or trustee for Seller; the making of an assignment for the benefit of creditors of Seller; a change in the control or ownership of Seller; or a comparable event.
6. **EMERGENCY ORDERS**. Buyer may from time to time place emergency orders in addition to regular orders placed under this Order or may request that Seller deliver Goods sooner than the time originally specified by Buyer. Seller agrees to exert its best efforts to comply with such emergency orders or revised timetable.
7. **SERVICE PARTS/PRODUCTION**. If requested by Buyer, Seller will provide Service Parts or Service Production, as the case may be, for fifteen (15) years or longer as required by Buyer’s customer. Service Part/Production refers to services or parts supplied by Seller and used on or for prior model year castings supplied by Buyer to Buyer’s customer. Seller will provide Service Part/Production at price(s) based on the most recent purchase price for such part(s) and service(s) plus an allowable increase for actual documented differences in the cost of material, packaging, and/or production as agreed by Buyer.
8. **INDEMNIFICATION; RECALL**. Seller will indemnify, defend and hold harmless Buyer, its parent, subsidiary and affiliated companies against any liability, claim, demand and expense (including, without limitation, legal and other professional fees) arising from or relating to any failure of Seller to fully perform any of its obligations under this Order. Without limiting the generality of the foregoing, Seller shall also indemnify and hold Buyer, its parent, subsidiary and affiliated companies harmless from and against any and all causes of action, claims, liabilities, losses, damages, costs, expenses, attorneys’ fees, professional fees and litigation expenses, including any direct, indirect, incidental, special, consequential, punitive, exemplary and enhanced damages, arising out of any actual or alleged (i) infringement of any patent, copyright, trademark or any other Intellectual Property right covering any item provided hereunder; (ii) death or injury to any person or damage to any property alleged to have resulted from any Goods purchased hereunder or work performed by Seller; (iii) failure of Seller or the Goods to comply with applicable laws or safety regulations; (iv) failure of Seller of the Goods to conform to all warranties or other requirements of this Order; or (v) any design or manufacturing defect relating to any of the Goods. Seller also shall indemnify and hold Buyer, its parent, subsidiary and affiliated companies harmless, to the extent attributable to Seller, for all costs incurred by Buyer (including costs for notification, replacement parts, labor, penalties, fines and buybacks) as a result of any recall, service campaign or similar program initiated by Buyer or Buyer’s customer, or any governmental agency, with respect to the Goods or the products of Buyer into which the Goods are incorporated.
9. **SUBCONTRACTING**. Seller shall not subcontract any other party to furnish any completed or substantially completed Goods covered by this Order without Buyer's prior written approval. Any such consent of Buyer will not release Seller from, or limit, any of Seller’s obligations under this Order. Seller warrants and guarantees that, and shall be jointly and severally liable, for any such subcontractor’s performance will satisfy all requirements applicable to Seller under this Order
10. **TOOLING AND DOCUMENTS**. All specifications, drawings or other documents and data furnished by Buyer, and all tools, dies, molds, jigs, gauges, fixtures and patterns which have been furnished, paid for or charged against Buyer, or which have had their cost amortized in connection with the contract price (“Buyer’s Property”), shall remain at all times the property of Buyer, treated as confidential information and delivered in good condition, normal wear and tear excepted, by Seller to Buyer DDP Buyer's plant (Incoterms 2020), immediately upon demand. Seller warrants that such items and information will not be used for any production intended for parties other than Buyer. Seller will bear all risk of loss of and damage to Buyer’s Property while in its possession. Buyer’s Property will be properly maintained by Seller, at its expense; will be deemed to be personalty; will be conspicuously marked by Seller as the property of Buyer; will not be commingled with the property of Seller or with that of a third person except as required for the performance of this Order; and will not be moved from Seller’s premises without Buyer’s prior written approval. Buyer and its designees will have the right to enter Seller’s premises at all reasonable times to inspect Buyer’s Property and Seller’s records with respect thereto. To the fullest extent permitted by law, Seller waives any liens, claims, encumbrances, interests or other rights that Seller might otherwise have or assert or with respect to any of Buyer’s Property for work performed on such property or otherwise.
11. **FORCE MAJEURE**. No cause shall constitute a basis for excusable delay unless Seller has notified Buyer in writing of the existence of such cause within three (3) days from the inception thereof. Subject to the foregoing limitation, neither party hereto shall be liable to the other for default or delay in performing its obligations hereunder if caused by fire, riot, war, acts of terror, act of God, governmental order or regulation, and/or any other occurrence beyond the reasonable control of the party so defaulting or delaying (“Force Majeure Event”). Seller will use all diligent efforts to ensure that the effects of any Force Majeure Event are minimized and, as promptly as possible, resume full performance under this Order. If requested by Buyer in writing, Seller will, within five (5) days after Buyer’s request, provide adequate assurances that the delay in Seller’s performance resulting from such Force Majeure Event will not exceed thirty (30) days. If the delay lasts more than thirty (30) days or Seller does not provide such adequate assurances, Buyer may immediately terminate this Order without liability to Seller. In addition, Seller shall advise Buyer four (4) months in advance of its labor contract(s) expiring. Seller agrees at its sole costs to take the necessary steps to ensure to Buyer a continued supply of Goods in the event of raw materials or component shortages, transportation or logistics shortages or interruptions, labor strike, walk-outs or slow-downs. An increase in the Seller’s cost of performance, including, without limitation, due to an increase in raw materials, component, transportation or labor costs or the imposition of or increase in any customs duties, tariffs or the like shall not constitute a Force Majeure Event for Seller or basis to its excuse its delay.
12. **CUMULATIVE REMEDIES: WAIVER OF TERMS & CONDITIONS**. The remedies set forth herein shall be cumulative and in addition to any other remedies provided by law, including the Uniform Commercial Code of Indiana. Buyer’s failure to insist on performance of any term, or to exercise any right or privilege, or its waiver of any breaches, shall not thereafter waive any such or other terms, conditions, rights or privileges.
13. **TAXES**. The purchase price(s) to Buyer for the Goods ordered hereunder include all federal, state and local taxes in effect on the date of this Order. The amounts of any such taxes shall be shown separately on Seller’s invoice to Buyer.
14. **COMPLIANCE WITH LAWS AND WITH BUYER’S QUALITY CONTROL PROGRAM**.

A. Seller, and any Goods supplied by Seller, will comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards of the country(ies) of destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the Goods, including, without limitation, those relating to environmental matters, the handling and transportation of dangerous goods or hazardous materials, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, occupational health/safety and, to the extent applicable to the Goods being provided, motor vehicle safety. Seller shall comply with all applicable laws regarding the prohibition of discrimination.

**This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60­300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation or gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation or gender identity, national origin, protected veteran status or disability.**

Seller further represents that neither it nor any of its subcontractors, vendors, agents or other associated third parties will utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive employment or corrupt business practices, in the supply of Goods under this Order. Seller agrees to comply with all applicable anti-corruption laws, including, without limitation, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act, and that neither it nor any of its subcontractors, vendors, agents or other associated third parties will engage in any form of commercial bribery, nor directly or indirectly provide or offer to provide, anything of value to or for the benefit of, any official or employee of a governmental authority or of any government-owned, government-controlled or government-affiliated entity to obtain or retain any contract, business opportunity or other business benefit, or to influence any act or decision of that person in his/her official capacity. At Buyer’s request, Seller will certify in writing its compliance with the foregoing. Seller will indemnify and hold Buyer, its parent, subsidiary and affiliated companies harmless from and against any liability, claims, demands or expenses (including, without limitation, legal or other professional fees) arising from or relating to Seller’s noncompliance.

1. Seller agrees to comply with all applicable export control and sanctions laws and regulations of the United States of America, of member States of the European Union, and any other relevant country (the “Export Control Laws”). Seller will not violate, and will not cause Buyer to violate, any Export Control Laws (e.g. by transshipping goods through, or supplying goods or services from, sanctioned countries). Licenses or other authorizations required for the export of Goods or services will be the responsibility of Seller unless otherwise indicated in this Order, in which event Seller will provide such information as may be requested by Buyer to enable Buyer to obtain such licenses, authorizations or to meet Buyer’s applicable compliance requirements.
2. Where this Order calls for the sale of Goods directly incorporated into Buyer’s product, Seller represents and warrants that all Goods shall be compliant with all ISO (International Organization for Standardization) and Buyer requirements including but not limited to documentation, processes, audits, and any other designated activities, and that Seller shall maintain ISO certification to the Buyer-specified ISO Standard through continuous registration requirements.
3. Seller agrees to fully comply with Buyer’s Supplier Code of Conduct available on Buyer’s website ([www.ryobidiecasting.com](http://www.ryobidiecasting.com)) as now in effect and as updated from time to time, which is hereby incorporated by reference.
4. **WORK ON BUYER’S PREMISES**. If this Order covers labor to be provided on Buyer’s premises, all work shall be performed in accordance with Buyer’s guidelines and rules, as in effect from time to time, including without limitation, Visitor Confidentiality Agreements and Contractor Safety Training. Seller is performing all work as an independent contractor and Seller agrees that it has no authority to hire any person on Buyer’s behalf and each person employed or used by Seller shall be Seller’s employee, agent or contractor. Prior to commencing any work, Seller shall provide Buyer with certificates evidencing adequate insurance indemnifying Seller and Buyer again any and all claims.
5. **PROVISIONS APPLICABLE TO EQUIPMENT PURCHASES**. If the Goods that are the subject of this Order are equipment (“Equipment”) then, unless otherwise provided in the Order:

A. The Order for Equipment shall include any and all services necessary for Seller to perform the Order. Without limiting the generality of the foregoing, Seller, at its cost and expense, shall deliver and install the Equipment at the Buyer’s designated location which installation shall include all necessary, connections, safety switches, guards and all other required safety and environmental devices and, upon Buyer’s request, all necessary site preparation, ventilation and exhaust systems. Seller, with Buyer’s cooperation, shall obtain all necessary permits and licenses required by federal, state, or local authorities required in connection with the sale, delivery and installation of the Equipment and comply with the same.

1. Upon completion of the installation of the Equipment, Seller shall perform all necessary operational and safety tests to confirm that the Equipment is operating in conformance with the performance specifications for the Equipment and sign and deliver the certificate to Buyer of certifying as to the testing and performance of the Equipment and all safety devices.
2. Prior to final acceptance of the Equipment, Seller shall provide to Buyer, at no cost or expense to Buyer, training in operation of the Equipment and three (3) sets of maintenance manuals, operational and schematic drawings; electronic version(s) is acceptable.
3. Seller hereby grants to Buyer a non-exclusive, transferrable with the transfer of the title to the equipment, royalty free right and license to use any and all software which is required for the operation of the Equipment. The License shall commence upon delivery of the Equipment to the Buyer and shall continue for as long as Buyer (or Buyer’s successors or assigns) retains full legal right and title to operate the Equipment.
4. **GOVERNING LAW/FORUM**. This Order and the performance of the parties hereto shall be construed according to the internal laws of the State of Indiana, without reference to its choice-of-law rules and excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980). Seller shall bring claims against Buyer relating to this Order, the Goods or the performance hereunder only in the federal or state courts for the State of Indiana. Seller consents to the personal jurisdiction and venue of such courts for all claims of Buyer. Buyer reserves the right to assert claims in any other court or forum, including where any claims may be asserted by Buyer’s customers. Seller hereby waives any objections to personal jurisdiction or the convenience of any such courts or venue.
5. **NON-ASSIGNABILITY**. Seller shall not assign or transfer any rights or delegate any duties under this Order, whether directly or indirectly, by merger, acquisition or contribution to a joint venture, or otherwise, without the prior written consent of Buyer. Any assignment without such consent shall be void and of no effect.
6. **MISCELLANEOUS PROVISIONS**.
7. This Order sets forth the exclusive terms and conditions under which Seller will sell and Buyer will purchase the Goods or services described herein for the period(s) specified in this Order. This Order represents the parties’ entire agreement and supersedes any and all prior and contemporaneous written or oral correspondence, negotiations, representations and agreements with respect to the subject matters hereof. The parties agree that they have not relied on any representations or terms expect as expressly set forth or incorporated herein.
8. If any term or condition of this Order is held invalid or unenforceable under applicable law or regulation, such term will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such applicable law or regulation, and the remaining terms and conditions shall be affective and shall remain in full force and effect.
9. This Order may be amended only by a written document executed by a duly authorized representative of Buyer.
10. Seller and Buyer are independent contracting parties and nothing in this Order will make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.