



THE FOLLOWING CONDITIONS SHALL GOVERN PURCHASE ORDER(S) TERM AND CONDITIONS:

1. **ACCEPTANCE** – The receipt of a purchase order from the party identified as the buyer (the “Buyer”) for the goods described (the “Goods”) shall be conclusively deemed an unconditional acceptance by the Buyer of this offer and all terms and conditions hereof notwithstanding any provision of any purchase order or other document provided or offered by the Buyer to the contrary. All orders must be promptly acknowledged by the Seller.
2. **REVOCAION** – Buyer may, at its discretion, revoke this purchase order at any time prior to acceptance by the Seller.
3. **DELIVERY/SHIPMENT** – The goods shall be delivered to the destination specified on the purchased order no later than the date set forth herein. All Goods are to be provided F.O.B destination. All risk of loss or damage in transit shall be borne by the Seller. Any documents necessary to enable Buyer, to obtain the Goods from the carrier when deliver will be mailed to Buyer at or prior to shipment.
4. **ASSIGNMENT** – Any assignment of Seller’s contract rights or delegation of duties shall be void, unless prior written consent is given Buyer. However, seller may assign rights to be paid amounts due, or to become due, to a financing institution if Seller is promptly furnished a signed copy of such assignment reasonably in advance of the due date for payment of any such amounts. Amounts assigned to an assignee shall be subject to setoffs or recoupment for any present or future claims of the Buyer against Seller. Buyer shall have the right to make settlements and/or adjustments in price with Seller without notice to the assignee.
5. **WARRANTIES** – Seller warrants that all Goods as described on the face hereof, will be free from any defects in material and workmanship at the time of delivery (a) will conform to all specifications set forth and any applicable governmental or regulatory standards, (b) will be new product, (c) will be free from defects in material and workmanship, (d) will conform to any statements made on the containers or labels or advertisements for such Goods, (e) will be adequately and properly contained, packaged, marked and labeled, (f) will be merchantable, safe and appropriate for the purpose for which Goods of that kind are normally used and (g) will conform in all respects to samples provided, if applicable. Any inspection, test, acceptance or use of the Goods by the Buyer shall not affect the Seller’s warranties hereunder, and such warranties shall survive any such inspection, test, acceptance and use. Seller’s warranties shall run to Buyer, its successors, assigns and customers, and user of products sold by Buyer.
6. **PRICES** – Seller represents that the prices specified herein for the Goods are not less favorable than those currently extended to any other customer of the Seller for the same or similar articles in similar quantities. In the event the Seller reduced its price for such Goods prior to completion performance under this purchase order, Seller shall notify Buyer and reduce the prices hereunder correspondingly. Seller warrants that the prices shown on the purchase order are complete and that no additional charges of any type (including, but not limited to, charges for shipping, packaging, tariffs, labeling, custom duties, taxes, storage, insurance, boxing, carting, fuel surcharges or other items) shall be added without Buyer’s expressed written consent.
7. **REJECTION** – In the event any Goods delivered hereunder fail to conform to the terms of this purchase order, or in the event a delivery is not made as herein provided, Buyer may, at its option, reject the whole, or accept any unit or units and reject the rest.
8. **TERMINATION** - Buyer shall have the right to cancel or suspend, by written notice, in whole or in part, this purchase order. Except in the case of termination by the Buyer for breach by the Seller of the terms hereof, allowance will be made for normal and reasonable expenses incurred by Seller prior to receipt of notice of cancellation, Buyer will not be liable for any charges or expenses incurred by Seller in advance or the normal or reasonable lead time necessary to meet scheduled deliver dates nor for any expenses, charges of liability incurred subsequent to the notice of cancellation. For the purpose of this provision, Seller shall conclusively be deemed to have breached this purchase order in the event Seller becomes insolvent or becomes a voluntary or involuntary debtor under the Bankruptcy Code.
9. **FORCE MAJEURE** – Failure of Seller to make or Buyer to take all or any part of any shipment hereunder, if such failure is due to acts of God, war, embargoes, and any other similar cause beyond the control of the party so failing, shall not subject such party to any liability to the other party, provided however, that in the event Seller is unable to meet the delivery schedule provided by Buyer due to conditions beyond Seller’s control, Buyer may, if it chooses and without liability to the Seller, refuse shipment or any other schedule unless such schedule has been submitted to and approved by Buyer.
10. **PROPRIETARY INFORMATION - CONFIDENTIALITY** — Seller shall consider all information furnished by Buyer to be confidential and shall not disclose any such information to any other person or entity for a period of five (5) years from the date of such disclosure. This obligation shall apply to viewings of Buyer’s process and production facilities, drawings, specifications, or other documents prepared by Buyer for Seller. The prior two sentences shall not apply to any information that is generally publicly known at the time of disclosure to the Seller, is subsequently publicly disclosed without any breach by any obligation or duty to the Buyer, is known to the Seller prior to the time of disclosure without any obligation of keeping it confidential, is received independently from a third party without such third party violating any confidentiality obligation to Buyer, or is required to be disclosed by a court or governmental order. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Seller to Buyer shall be deemed secret or confidential and Seller shall have no rights against Buyer with respect thereto except such rights as may exist under patent laws. Seller shall not advertise, publish or disclose the fact the Buyer has contracted to purchase Goods from the Seller or any of its subsidiaries about the Buyer without the express written permission from the Buyer.
11. **INTELLECTUAL PROPERTY** – Except to the extent Buyer has specified certain requirements for the Goods on the purchase order, Seller shall defend, indemnify and hold Buyer harmless from and against any and all claims, expense (including attorneys’ fees), or losses suffered or incurred by Buyer as a result of or arising out of a claim that any Goods infringe on any patent, trademarks, copyright or other intellectual property right of any person or entity. Buyer may be represented by and actively participate through its own counsel in any such suit or proceeding if it so desires, and the cost of such representation shall be paid by Seller.
12. **COMPLIANCE WITH LAWS** – Seller warrants that all the Goods furnished hereunder will be manufactured and supplied in compliance with all applicable federal, state, and local laws, rules, regulation ordinances, stipulations and others, including, but not limited to, the following: the Fair Labor Standards Act, U.S. Export control laws and regulations, Occupational Safety and Health Act of 1970, EOE, including disability and veteran, Executive Orders or other laws enacted during the terms of this agreement, all applicable commercial and public anti-bribery laws, including without limitation, the US Foreign Corrupt Practices Act and the UK Bribery Act. Seller further agrees that it shall not engage in the employment of child, forced, indentured, involuntary, prison or uncompensated labor. In the event that a regulatory agency requires an inspection of the manufacturing facilities and record relative to the Goods, Seller agrees to permit such inspection.
13. **INDEMNIFICATION** – Seller shall defend, indemnify and hold Buyer (its directors, officer, employees, agents, customers and user of the Goods) harmless from and against any action, claim, liability, loss, duties, damage, cost or expense (including attorney fees) which Buyer (its directors, officer, employees, agents, customers and user of the Goods) may suffer or incur in connection with (a) a breach of Seller’s representations and warranties in the purchase order or otherwise, and (b) personal injury, death or property damage arising from, or in connection with, Seller’s performance of this purchase order.
14. **PAYMENT** – Payment terms under this purchase order are Net sixty (60) days unless other provisions have been made with the Seller and agreed to by the Buyer.
15. **GENERAL** – Waiver by either Seller or Buyer of a breach by the other of any provisions of this purchase order shall not be deemed a waiver of future compliance therewith, and such provision shall remain in full force and effect.
16. **PERFORMANCE MONITORING** – Buyer has implemented effective policies and controls to evaluate the seller’s cumulative performance, including the establishment of internal review and accountability structures to assess risk and oversee compliance efforts. Performance measures may include defective parts, on time delivery, warranty rates, payment terms, compliance to regulatory requirements or a variety of other quantitative and qualitative metrics.
17. **CONFLICT MINERALS** – Seller warrants that all goods or parts supplied to the buyer do not contain conflict minerals. Conflict Minerals is defined as products containing the minerals Coltan/Tantalum (Columbite-Tantalite), Tin (Cassiterite), Tungsten (Wolframite) or Gold if that mineral originated from mines in the Democratic Republic of Congo (DRC) or one of its nine bordering nations (Angola, Burundi, Central African Republic, Republic of Congo, Rwanda, South Sudan, Tanzania, Uganda, Zambia)..
18. **RoHS2** – Buyer requires conformance to RoHS2. Buyer must have written notification if materials, goods or processes are not RoHS2 compliant.
19. **REACH** – Buyer requires conformance to REACH. Buyer must have written notification if materials or goods are not REACH compliant.
20. **GRATUITIES** – Seller warrants that neither it nor any of its employees, agents or representatives has offered or given any gratuities or kickbacks (in the form of entertainment, gifts or otherwise) to Buyers employees, agents or representatives with a view toward securing this purchase order or securing favorable treatment.
21. **SOLE AGREEMENT** –This purchase order is intended by the parties as a final and complete expression of their agreement as to the subject matter hereof, and shall supersede all prior oral and written negotiations, understandings or agreements with respect thereto. The terms and conditions set out herein may be amended only in writing and must specifically reference the intention to modify a specific quotation and must be signed by duly authorized agents of the parties. The express terms hereof shall not be varied by any course of dealing, performance or usage of trade. Any different, conflicting or additional terms in any purchase order, document or the like provided or offered by the Buyer are hereby expressly rejected. All rights and obligation of the parties hereto shall be governed by the laws of the State of Minnesota.
22. **SEVERABILITY**—Each paragraph and provision of this Contract is severable, and if one or more paragraphs or provision are declared invalid, the remaining paragraphs and provisions of this Contract will remain in full force and effect.
23. **ADDITIONAL PROVISIONS** – If the work covered by this purchase order relates to or is in fulfillment of a prime contract or subcontract for the United States Government or a Department or Agency thereof, then the terms and conditions shall apply to the Seller under this purchase order to the same extent that they apply to the Buyer under the prime contract of subcontract under the Federal Acquisition Regulation (FAR) clauses, in effect on the date hereof and are incorporated herein by reference. Additionally the following provisions are incorporated herein and replace Article 7 “Termination”. **TERMINATION:** (a) Buyer may terminate this order, in whole or in part in accordance with the provision of the “Default (Fixed Price Supply and Service)” clause set forth in the applicable FAR (Federal Acquisition Regulation), (b) Buyer may, for its convenience terminate this order in whole or, from time to time, in part, in accordance with the provisions of the “termination” for Convenience of the Government (Fixed-Price) clause in applicable FAR. **COST OR PRICING DATA:** Buyer reserves the right to require Seller to submit cost or pricing data if Buyer is required to furnish the same to the U.S. government, agency, department or office thereof or a higher tier prime or subcontractor therewith. **INDEMNIFICATION:** Seller agrees to indemnify, defend and hold harmless Buyer for any and all claims, demands or lawsuits arising from Seller’s failure to comply with any and all duties, obligations or responsibilities under this contract, including, but not limited to, any certification or lack thereof by Seller under the various requirements of the prime contract, FAR or any supplement.