



PURCHASING TERMS AND CONDITIONS

1. **CONTRACT** – Unless otherwise provided herein, it is understood and agreed that the written acceptance by Seller of this Purchase Order or the commencement of any work, the delivery of any products, or the performance of any services hereunder by Seller (including the commencement of any work, delivery of any products, or the performance of any services with respect to samples) shall constitute acceptance by Seller of this Purchase Order and of all of its terms and conditions, and that such acceptance is expressly limited to such terms and conditions. NAMSA's Purchase Order and these terms and conditions are controlling, and any additional or inconsistent terms and conditions stated by Seller in any acknowledgment, acceptance, or other written document by Seller are rejected. No variation or modification of these terms is binding on NAMSA unless agreed to in writing and signed by an authorized representative of NAMSA.

2. **DELIVERY SCHEDULES** – Deliveries are to be made both in quantities and at times specified in schedules furnished by NAMSA. NAMSA will have no liability for payment for products or services delivered to NAMSA, which are in excess of quantities specified in the delivery schedules. NAMSA may from time to time change delivery schedules or direct temporary suspension of scheduled shipments. Time is of the essence in the performance of this Purchase Order.

3. **EXCUSABLE DELAYS** – Seller shall not be liable in damages for delay or defaults in deliveries due to causes beyond its reasonable control and without its fault or negligence such as Acts of God, fire, flood, or unusually severe weather. If at any time Seller has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to NAMSA.

4. **WARRANTY** – Seller expressly warrants that all products or services called for by this Purchase Order shall conform to the applicable specifications, drawings, samples or other descriptions furnished or specified by NAMSA and shall be merchantable and fit for the purpose intended, and shall be free from defects in workmanship and design. In the event that any of the aforesaid warranties are breached in any manner Seller will reimburse NAMSA in full for any damages and/or expenses resulting to NAMSA from such breach, including any consequential and incidental damages.

5. **TERMINATION FOR CONVENIENCE OF NAMSA** – NAMSA reserves the right to terminate this Purchase Order or any part thereof for its sole convenience. In the event of such termination, Seller shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease such work. NAMSA shall reimburse Seller for the value of any work on products or services performed by Seller prior to termination which was not invoiced at the time of termination, excluding reimbursement of any anticipated profit on the value of the goods or services not provided by Seller.

6. **TERMINATION FOR CAUSE** – NAMSA may also terminate this Purchase Order or any part thereof for cause in the event: **(a)** of any default by the Seller; **(b)** Seller fails to comply with any of the terms and conditions of this Purchase Order; **(c)** failure to provide NAMSA, upon reasonable request, of reasonable assurances of future performance, **(d)** the products and services do not comply with the provisions of Section 4 above; **(e)** the Seller has failed to comply with any applicable data protection laws; or **(f)** Seller is under investigation or has received notice of non-compliance from any Federal, State, or local agency. In the event of termination for cause, NAMSA shall not be liable to Seller for any amount and Seller shall be liable to NAMSA for any and all damages sustained by reason of the default which gave rise to the termination, including costs to acquire replacement products or services and consequential and incidental damages.

7. **INSPECTION** – All products and services shall be received subject to NAMSA's inspection and rejection. Defective or products not in accordance with NAMSA's specifications will be held for Seller's instructions and at Seller's risk, and if Seller so directs, will be returned at Seller's expense. No products returned as defective shall be replaced without a new Purchase Order. Payment for products prior to inspection shall not constitute an acceptance thereof. Seller agrees to submit in a timely fashion to any request by NAMSA for a Quality Systems audit. Seller agrees to respond to compliance issues that may arise. Seller agrees to provide written notification of all inspections from any regulatory agencies that apply to products or services provided to NAMSA, including but not limited to: the International Organization for Standardization (ISO), the U.S. Food and Drug Administration (FDA), and the Health Protection Branch of the Canada Department of National Health and Welfare (EC HPB). Seller also agrees to notify NAMSA if any recalls, enforcement actions, or withdrawal of regulatory approvals occur.

8. **CHANGES** – NAMSA reserves the right at any time to make changes in drawings, designs, and specifications as to any products or services covered by this Purchase Order. Any difference in price or time for performance resulting from such changes shall be equitably adjusted and the Purchase Order shall be modified in writing accordingly. Seller shall make no changes in procedure, products, specifications, or services unless directed in writing by a duly authorized representative of NAMSA: Seller agrees to provide written notification (90) ninety days prior to any proposed change affecting products or services provided to NAMSA. All
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changes must follow change control provisions per 21 CFR 820.50.

9. **PRODUCTS FURNISHED BY NAMSA** – Any products furnished by NAMSA other than on a charge basis in connection with this Purchase Order shall be deemed as held by Seller as Bailee. All such products not used in the manufacture of the products covered by this Purchase Order shall, if directed, be returned to NAMSA at NAMSA's expense and if not accounted for or so returned shall be paid for by the Seller. All such products, including but not limited to: tools, dies, gauges, jigs, fixtures, etc. owned by NAMSA shall be fully insured by Seller against loss by fire and loss by perils embraced by extended coverage insurance. Title to any such products shall remain in NAMSA and Seller shall return such products upon Seller's demand.

10. **TOOLS** – Unless otherwise specified, Seller at its own expense shall furnish, keep in good condition and replace when necessary all dies, tools, gauges, fixtures and patterns necessary for the production of the products ordered. The cost of changes in the aforementioned items necessary to effect design or specification changes ordered by NAMSA shall be paid for by NAMSA. Special tooling or tooling specified in this Purchase Order required for the products ordered shall be held for a minimum of two years from the date of the last Purchase Order and shall not be disposed of without NAMSA's permission. NAMSA has the option, however, to take possession of and title to any dies, tools, gauges, fixtures and patterns that are specified on this Purchase Order or special for the production of the products covered by this Purchase Order and shall pay to Seller the unamortized cost thereof, provided, however, that this option shall not apply if the products hereby ordered is the standard products of Seller or if a substantial quantity of like products are being sold by Seller to others. Tooling specified on this Purchase Order or special tooling will not be used by Seller to manufacture any item except as authorized by NAMSA. All tooling specified in this Purchase Order and all special tooling shall be kept in good condition free of damages and destruction and will be repaired or replaced by Seller, normal wear and tear excepted.

11. **WASTE DISPOSAL AND TRANSPORTATION** – Seller warrants that it will maintain all permits or other documents which are required for processing, treatment, disposal, or transporting of wastes which result from or are the subject to this Purchase Order. If any permit or approval held by Seller and necessary for its performance of this Purchase Order is cancelled or modified, or threatened with cancellation or modification, in any way which would affect the Seller's ability to perform this Purchase Order, the Seller shall immediately notify NAMSA of this change. In addition, Seller shall notify NAMSA of any change that may occur with respect to any such laws, rules, regulations, and/or approvals which interfere with any right or obligation contained in this Purchase Order. Seller has furnished to NAMSA copies of all permits or other documents currently in effect relating to the waste to be transported, treated, stored, or disposed of, which result from or are the subject of this Purchase Order, including any renewal permits or documents as soon as they are received.

In the event the Seller furnishes packages and containers for wastes, Seller shall be responsible for such packages and containers, which shall comply with all rules, regulations, laws, and/or ordinances which may be applicable to the safety and transportation of these containers, including the U.S. Department of Transportation (DOT) regulations. Seller shall treat and dispose of wastes as required by authorizations and permits issued by the U.S. Environmental Protection Agency (EPA), and all applicable State and local agencies. Seller shall not sell, transfer, or recover, or attempt to sell, transfer, or recover any material from the wastes without NAMSA's prior written consent. Seller shall provide NAMSA with a compliance certificate verifying that all wastes received have been properly treated and disposed. Seller's services will comply with the hazardous material regulations of the DOT as specified in CFR Title 49 and Resource Conservation and Recovery Act (RCRA) Transporter Regulations. The Seller warrants that it has all permits and licenses for transporting wastes required by Federal, State, and local regulations and shall require all carriers it engages to carry insurance and provide NAMSA with copies of all insurance certificates. Upon NAMSA's delivery of any wastes to Seller, Seller shall thereafter be wholly responsible for any bodily injury to any person or property damage which may be caused by the wastes.

12. **PATENTS** – By accepting this Purchase Order Seller agrees to defend, protect and save harmless NAMSA its successors, assigns, customers and users of its products against all suits at law or in equity and from all damages, claims and demands for actual or alleged infringement of any United States or foreign patent or copyright by reason of the use or sale of the products or services ordered. Any unpatented knowledge or information concerning Seller's products, methods, or processes which Seller may disclose to NAMSA incident to the manufacture or purchase of the products or services covered by this Purchase Order shall unless otherwise specifically agreed in writing be deemed to have been disclosed as a part of the consideration for this Purchase Order and Seller agrees not to assert any claim (other than a claim for patent infringement) against NAMSA by reason of NAMSA's use or alleged use thereof. Except as specifically provided hereunder, nothing herein shall be construed as granting or conferring, expressly, impliedly or otherwise, any licenses or other rights under any patent, trademarks or any other intellectual and/or proprietary rights which the providing party now owns or may later acquire.

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13. **INSURANCE AND INDEMNITY** – Seller agrees to indemnify, defend, hold harmless, and protect NAMSA against all liabilities, claims or demands for injuries or damages to any person or property growing out of the performance of this Purchase Order, the products and services provided by Seller, and the breach by Seller of any of the provisions of this Purchase Order. Seller further agrees to furnish upon NAMSA's request an insurance carrier's certificate showing that Seller has adequate Worker's Compensation, Public Liability and Property Damage insurance coverage as provided in the Schedule attached. Said Certificate must set forth the amount of coverage, number of policy and date of expiration. If Seller is a self-insurer the Certificate of the U.S. Department of Labor (DOL) and industry of the state in which said labor is to be performed must be furnished by such Department directly to NAMSA.

14. **ADVERTISING** – Seller shall not, without first obtaining the written consent of NAMSA, in any manner, advertise or publish the fact that Seller has contracted to furnish NAMSA the products or services herein ordered and for failure to observe this provision, NAMSA shall have the right to terminate this Purchase Order without any obligation to accept deliveries after the date of termination or make further payments except for completed products or services delivered prior to termination.

15. **INSOLVENCY** – NAMSA may forthwith cancel the Purchase Order in the event of the happening of any of the following: insolvency of the Seller, the filing of a voluntary petition in bankruptcy, the filing of an involuntary petition to have Seller declared bankrupt provided it is not vacated within thirty (30) days from the date of filing: the appointment of a Receiver or Trustee for Seller provided such appointment is not vacated within thirty (30) days from the date of such appointment, the execution by Seller of an assignment for the benefit of creditors.

16. **GOVERNMENT REGULATIONS** – In the performance of this Purchase Order, Seller warrants that it will comply with applicable laws, statutes, rules, and regulations of the United States of America and any other jurisdiction where the performance of this Purchase Order is carried out. Seller shall furnish NAMSA with certificates of compliance when required by applicable law or requested by NAMSA, and each invoice rendered under this Purchase Order shall constitute written assurance by Seller that Seller has fully complied with all applicable laws. In addition, **(a)** Seller's invoice must contain a statement substantially as follows: "We hereby certify that these products described in the Purchase Order were produced and services were rendered in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof"; **(b)** The Equal Employment Opportunity Clause of Executive Order 11246, as amended, relative to equal employment opportunity, the Small and Disadvantaged Business Concern provisions of Public Law 95-507, The Rehabilitation Act of 1973 and implementing rules and regulations of the Office of Federal Contract Compliance is incorporated herein by specific reference 38 U.S.C. 2012, Sec. 503; **(c)** The OSHA Hazard Communication Standard as set forth in 29 CFR is incorporated as part of this Purchase Order and the MSDS submitted must contain all information as required by the standard set forth in 29 CFR 1910.1200 (g) (2) and SARA Subtitle B; **(d)** NAMSA's delivery of products under this Purchase Order shall constitute a warranty to NAMSA that the products delivered shall, if installed by Seller or in accordance with Seller's instructions, comply in all respects with the applicable provisions of Public Act 596, 91st Congress (The Occupational Safety and Health Act of 1970), as amended, and the rules, regulations and standards promulgated thereunder then in effect; and **(e)** If price control regulations are in effect as of the date hereof, Seller's invoice must contain a statement substantially as follows. "We hereby certify that the prices charged for the products or services furnished hereunder are not in excess of the ceiling prices determined under applicable government regulations." Seller agrees to indemnify, defend, hold harmless, and protect NAMSA from and against any and all losses or liabilities NAMSA may incur as a direct or indirect result of Seller's breach of the foregoing warranties.

17. **ANTI-CORRUPTION** – Seller represents and warrants that: **(a)** it is familiar with and understands the terms of the U.S. Foreign Corrupt Practices Act of 1977, as amended (US FCPA), and that Seller will comply with the US FCPA and all other applicable anti-bribery or anti-corruption laws or regulations of any other country or jurisdiction which are applicable to the parties' business activities hereunder; **(b)** no principle, partner, officer, director, or employee of Seller is or will become an official of any government body of any country or jurisdiction (other than the US) that is applicable to the parties' business activities hereunder; and **(c)** Seller has not and shall not offer, pay, give, or promise to pay or give, directly or indirectly (including through a third party or intermediary) any payment or gift of any money or thing of value to any government official, government employee (or employee of any company owned in part by a government), political party, political party official, or candidate for any government or political office (each, a "Government Official") to influence any act of decisions of such Government Official or to induce such official to use their influence with the local government to effect or influence the decision of such government in order to assist NAMSA or Seller in its performance of their obligations under this Purchase Order or to benefit the other party. Failure by Seller to comply with this section shall be deemed a material breach of a material provision of this Purchase Order and NAMSA will have the right to immediately terminate this Purchase Order and its performance without any liability to Seller.

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18. DUTY DRAWBACK RIGHTS – This Purchase Order includes all related customs duty and import drawback rights, if any, (including rights developed by substitution and rights which may be acquired from Seller's suppliers) which Seller can transfer to NAMSA. Seller agrees to inform NAMSA of the existence of any such rights and upon request to apply such documents as may be required to obtain such drawback.

19. SHIPPING AND RECEIVING – All products shall be suitably packed, marked and shipped in accordance with the requirements of common carriers in a manner to secure lowest transportation cost, and no additional charge shall be made to the NAMSA therefore unless otherwise stated herein. No charge shall be made by Seller for drayage or storage, unless otherwise stated herein. Unless otherwise specified herein, Seller shall properly mark each package with NAMSA's order number, factory, plant, and/or dock number, and where multiple packages comprise a single shipment each package shall also be consecutively numbered. Purchase Order number and package numbers shall be shown on packing slips, bill of lading and invoices. Packing slips must accompany each shipment. Original bill of lading or other shipping receipt for each shipment shall be promptly forwarded by Seller in accordance with Instructions issued by NAMSA. Seller agrees to describe products on the bill of lading or other shipping receipt and to route shipment in accordance with instructions issued by NAMSA. Invoices shall be provided in duplicate on day of shipment, accompanied by Bill of Lading, where applicable. Invoices must bear NAMSA's purchase order number and/or code number where indicated. Invoice payment date will be computed from the date of shipment or from the date invoices are received by us, whichever is the latter.

20. PAYMENT TERMS AND INVOICING – Seller will not issue an invoice to NAMSA prior to the delivery of the products and/or completion of services and then only in accordance with these terms and conditions. NAMSA will pay all properly invoiced amounts due to Seller Net ninety (90) days after NAMSA's receipt of invoice. Notwithstanding anything to the contrary contained in this section NAMSA may withhold from payment any amounts disputed by NAMSA or NAMSA's Client in good faith. In the event of a payment dispute, NAMSA will deliver a written statement to Seller listing all disputed items and providing a reasonably detailed description of each disputed item. The parties will seek to resolve all such disputes expeditiously and in good faith. Supplier will continue performing its obligations under the Purchase Order notwithstanding any such dispute. To process payments all invoices must satisfy the following minimal requirements:

- a. Invoice Header: Seller name and address; Ship to address; Bill to address; Invoice date and invoice number; Purchase Order number and order date; Customer account number; Sales order number; Discount payment terms, if early payment is requested; and Payment due date.
- b. One invoice per Purchase Order.
- c. Invoice line item information: Ordered by; Date shipped; Shipping method; Currency; Invoice line number; Purchase Order line number; NAMSA's item number; Seller's item number and description; Packing slip number; Order quantity; Shipped quantity; Purchase unit of measure; Purchase unit price; Extended price; and Tax, if applicable.
- d. Invoice footer: Tax total and Invoice Total.
- e. Send invoices for United States of America to payables@namsa.com Finance-Germany@namsa.com Finance-France@namsa.com Finance-UK@namsa.com Finance-China@namsa.com
- f. NAMSA will not be obligated to pay Seller for products or services provided more than sixty (60) days prior to the date of receipt of the invoice by NAMSA for such products or services. Subject to the provisions of Paragraph g below, NAMSA shall pay each invoice within ninety (90) days of the receipt of the invoice from Seller.
- g. NAMSA's Client's payment to the NAMSA for the products and services described in Seller's invoice is a condition precedent to the NAMSA's payment to the Seller for such invoice.

21. CONFIDENTIALITY – The parties agree to protect each other's confidential information in accordance with Subparagraphs (a) through (e) below:

- a. Protection of Confidential Information. The party receiving the Confidential Information ("the receiving party") shall, in good faith, maintain as secret and hold in the strictest possible confidence any Confidential Information received and limit its disclosure to such of its officers, directors, employees or agents that have a clearly definable need to know. The receiving party shall not disclose Confidential Information to any other person, entity or third party without the prior written consent of the party providing the Confidential Information ("the providing party"). Upon request the receiving party shall, within seven (7) days, supply the providing party with a written list of those officers, directors, employees and agents who have had access to such Confidential Information.
- b. Limited Use. Confidential Information shall not be copied or used by the receiving party for any purpose other than performance of this Purchase Order or the pursuit of a possible business relationship. With respect to Confidential

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- Information which is covered by copyrights belonging to the providing party, it is agreed that the providing party reserves all rights therein. However, the parties further agree that a limited and reasonable number of copies of written products covered by such copyrights, excluding machine readable data, may be made by the receiving party so that the receiving party can adequately use such Confidential Information within the terms and conditions of this Agreement, provided that all proprietary legends and notices located on the original documents are also reproduced on such copies and that each copy is controlled by the receiving party as an original in accordance with the terms of this Agreement.
- c. Definition of Confidential Information. Confidential Information shall be defined as information, whether tangible or not, that has been created, discovered or developed by the providing party or the providing party's customers or clients and which has commercial value to that party or such party's customers or clients. By way of illustration, but not limitation, Confidential Information includes any patent applications, trade secrets, formulae, experimental designs, results and conclusions, technological data and know-how, improvements, inventions, techniques, planned products, research and development, memoranda, marketing plans, business plans, strategies, forecasts, customer lists, curricula vitae of personnel and associated employment obligations, contracts and agreements obligating successors and assigns, assets (tangible and intangible), confidential information about finances, marketing, pricing, costs or compensation structures. Confidential Information shall not include: **(i)** information that is generally known and available in the public domain at the time it was disclosed or becomes generally known and available in the public domain through no fault of the receiving party; **(ii)** information that is known to the receiving party at the time of disclosure as shown by documentation which was prepared contemporaneously with the receipt or creation of that information; **(iii)** information that is or becomes known to the receiving party from a source other than the providing party without breach of an obligation of confidentiality and otherwise not in violation of the providing party's rights; or **(iv)** is disclosed pursuant to the order or requirement of a Court, administrative agency or other governmental body, provided that prompt notice thereof is supplied to the providing party to enable that party, if it so desires, to object to such disclosure or to seek a protective order.
 - d. Ownership and Return of Confidential Information. Confidential Information shall be considered the exclusive property of the party providing the information or such parties' clients or customers. Confidential Information is subject to all relevant intellectual and/or proprietary property owned by each party or such parties' clients or customers, or which may be hereinafter acquired, including the relevant laws governing patents, designs, trademarks, copyrights, trade secrets and unfair competition. All Confidential Information including all originals and all copies of any tangible information shall, upon written request to the receiving party, be promptly returned.
 - e. The provisions of Section 21 shall become effective upon the date of execution of the Purchase Order by both parties, and shall remain in effect for five (5) years thereafter, and shall be extendable for periods of time thereafter upon mutual written agreement of both parties. Discussions as between the parties concerning a potential business relationship can be terminated by either party upon advance written notice to the other party, provided that the remaining terms and conditions of this Section remain in full force and effect.

22. DATA PROTECTION -- The parties agree to comply with applicable data protection laws in accordance with Subparagraphs (a) through (j) below:

- a. Personal Data. Personal Data shall be defined as any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- b. Applicable Data Protection Laws. The parties acknowledge that this Agreement may implicate various Data Protection Laws, which shall include, but are not limited to, the European Union's General Data Protection Regulation (Regulation 2016/679) (hereinafter "GDPR") and any national member state laws implementing the GDPR, the California Consumer Privacy Act of 2018 ("CCPA"), and national standards governing the protection of personal information ("GB/T 35273-2017 Information Security Technology – Personal Information Security Specification" (Standards), effective May 1, 2018) and any amendments or revisions thereto.
- c. Data Processing Roles. To the extent that any of the Services provided involve the exchange of Personal Data, each Party acknowledges and expressly agrees that NAMSA shall be considered a "controller" and Supplier shall be considered a "processor" as defined by the applicable Data Protection Legislation. As such, at all times, Supplier shall be processing Personal Data solely at the direction of and on behalf of NAMSA
- d. Data Processing Agreement. Each Party acknowledges that, to the extent required under any applicable Data Protection Laws, the Parties shall enter into a Data Processing Agreement that will govern the processing and transfer of any Personal Data. To the extent that these Terms and Conditions contradict any provision in a Data Processing Agreement, the Data Processing Agreement shall take precedence.



- e. Personal Data Processing. Each Party is responsible for ensuring that Personal Data is collected and processed in a manner compliant with all applicable Data Protection Laws. Each Party shall notify the other Party in advance of any transfer of Personal Data that certain data protection regulations apply to that data.
- f. Personal Data Sub-Processing. NAMSA authorizes Supplier and any of its affiliates to appoint (and permit each to appoint) Sub-processors in accordance with these Terms and Conditions. Supplier may continue to use those Sub-processors already engaged by Supplier as of the date of these updated Terms and Conditions, subject to Supplier in each case as soon as practicable providing NAMSA with information regarding those Sub-processors. Supplier shall give NAMSA prior written notice of the appointment of any new Sub-processor, including full details of the Processing to be undertaken by the Sub-processor. If, within thirty (30) calendar days of receipt of that notice, NAMSA notifies Supplier in writing of any objections (on reasonable grounds) to the proposed appointment, Supplier shall not appoint or disclose any Personal Data to that proposed Sub-processor until reasonable steps have been taken to address the objections raised by NAMSA and NAMSA has been provided with a reasonable written explanation of the steps taken.
- g. Computer Systems. In order to protect NAMSA's confidential information and the confidential information of NAMSA's Clients, NAMSA may require Seller to utilize NAMSA's computer systems or upon written authorization from NAMSA, Seller may utilize its own computer systems, in the sole discretion of NAMSA.
- h. Data Subject Rights. NAMSA shall be responsible for complying with any applicable Data Protection Laws as those laws relate to the exercise of Data Subject Rights. Supplier shall assist NAMSA by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of NAMSA's obligations, as reasonably understood by NAMSA, to respond to requests to exercise Data Subject Rights under applicable Data Protection Laws, at the Supplier's sole cost.
- i. International Data Transfer. Each Party acknowledges and expressly agrees that NAMSA operates from within the United States. As such, each Party is responsible for ensuring that any Personal Data is transferred to the United States under a mechanism compliant with all applicable Data Protection Laws. Each Party acknowledges that, if required, it will enter into a Data Processing Agreement per section 22 (d).
- j. Personal Data Breach. Supplier shall notify NAMSA without undue delay, but not more than five (5) business days, upon Supplier or any Sub-processor becoming aware of a Personal Data Breach affecting Personal Data, providing NAMSA with sufficient information to allow NAMSA to meet any obligations to report or inform Data Subjects of the Personal Data Breach under applicable Data Protection Laws.

23. TRANSFER OF TITLE – Title and risk of loss of all products will pass to NAMSA upon Seller's delivery of such products to NAMSA at the location specified by NAMSA in this Purchase Order.

24. CONSTRUCTION OF AGREEMENT – This Purchase Order is to be construed according to the laws of the State or country from which this Purchase Order is issued by NAMSA as shown by the address of NAMSA, which is printed on the face of this Purchase Order. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Purchase Order.

25. AMENDMENTS – The parties agree that this Purchase Order, including the terms and conditions on the face and reverse side hereof, together with any documents attached hereto and incorporated herein by reference, contain the complete and final contract between NAMSA and Seller. No agreement or understanding to modify this Purchase Order shall be binding upon NAMSA unless in writing and signed by NAMSA's authorized representative. All specifications, drawings, and data submitted to Seller with this Purchase Order or referred to by this Purchase Order are hereby incorporated herein and made a part of this Purchase Order.

26. SURVIVAL – The obligations and duties of this Purchase Order shall survive termination or completion of this Purchase Order.

27. WAIVER – The failure of NAMSA to insist, in any one or more instances upon the performance of any of the terms, covenants, or conditions of this Purchase Order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or the future exercise of such right, but the obligation of the Seller with respect to such future performance shall continue in full force and effect.

28. REMEDIES – The remedies provided for herein shall be cumulative and in addition to any other or further remedies provided by law or equity. NAMSA shall have the right to set off against any amounts payable by NAMSA to Seller under this Purchase Order or any other agreements between NAMSA and Seller any amounts which Seller owes to NAMSA under this Purchase Order or otherwise. In the event of any disputes arising under this Purchase Order, NAMSA and Seller shall proceed diligently with the



performance required hereunder pending resolution of any such dispute. If any portion of this Purchase Order is invalid or unenforceable, the remaining portions of this Purchase Order shall remain valid and enforceable.

29. **PREVAILING LANGUAGE** – This agreement shall be governed, interpreted and construed in the English language, regardless of any translations that may be made into any other language.

30. **DISPUTE RESOLUTION** – In the event of a dispute between the parties arising out of or related to this Purchase Order, the parties agree that a meeting shall be promptly held attended by representatives of each party having decision-making authority regarding the dispute to attempt, in good faith, to negotiate a resolution of the dispute. If the parties do not succeed in negotiating a resolution of the dispute, then the dispute shall be submitted to binding arbitration before the American Arbitration Association (AAA), or if this Purchase Order was issued from an address of NAMSA outside of the United States, then the International Centre for Dispute Resolution (ICDR). Any order issued in the arbitration may be entered as a final order in any court of applicable jurisdiction. This provision for dispute resolution, however, shall not prevent any party hereto from seeking an injunction to enforce the provisions of this Purchase Order, if necessary, to protect a party's rights pending arbitration or negotiation regarding a resolution of the dispute.

31. **Business Code of Conduct** - The Business Code of Conduct details the responsibilities and expectations that we hold for our Associates, Vendors/Suppliers, Contractors, Subcontractors, and their Directors, Officers, Employees, and Agents (which we collectively refer to as "Business Partners") in conducting legal and ethical business transactions as well as how NAMSA ensures potential conflicts of interest are avoided. This Purchase Order shall govern the relationship between the parties, in addition to this Business Code of Conduct.

NAMSA's core values are fundamental to the way we operate and we aim to cultivate relationships with Business Partners who share in our passion for excellence and ethics. These core values include:

- Perform high quality, honest work for our clients
- Deliver timely results and services
- Fulfill our regulatory obligations
- Respect our Associates by paying a fair wage and providing opportunities for personal development and advancement
- Celebrate individuality, recognize and embrace the strength of diversity and nurture a culture of respect and equity for all
- Grow and manage financial resources judiciously for the long-term continuity of the business
- Above all, conduct ourselves with integrity

This Code provides general principles and information to Business Partners on their basic legal and ethical responsibilities. This Code is not intended to address every situation or set forth every rule, procedure or policy of NAMSA, and it is not a substitute for the responsibility of each Business Partner to exercise good judgment and common sense.

Laws, Regulations and Contractual Obligations - NAMSA expects Business Partners to perform all duties, services and contractual obligations in compliance with all laws and regulations applicable to their business. In addition, they must comply with the Terms and Conditions and other provisions specified in any other Contracts and Agreements entered into with NAMSA.

Labor Practices - Business Partners are to provide a supportive and mutually beneficial work environment for their Employees (referred to as "Associates") while adhering to all appropriate labor laws and regulations as well as the conventions of the International Labor Organization (ILO). The following requirements are upheld by NAMSA and are expected of all Business Partners:

- a. **Freely Chosen Employment** - Employment must be freely chosen. Forced or bonded labor, human trafficking, forced prison labor, or involuntary labor through threat, force, coercion, confiscation of government identification, or fraudulent claims are all strictly prohibited.
- b. **No Child Labor** - Child labor must not be used. Associates must be at or above the minimum legal age for employment in each country where they operate and avoid employment that may be mentally, physically, socially, or morally dangerous to children, which by its nature or as a result of the circumstances in which it is carried out, is likely to jeopardize the health and safety of young persons.
- c. **Non-Discrimination** - Existing and prospective Associates are treated fairly, and are not discriminated against on the basis of race, color, descent, religion or belief, political opinion, national or ethnic origin, nationality, sex, pregnancy, age,

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disability, health, physical or genetic characteristic, sexual orientation, gender identity, marital status, military service, membership of a union or any other status protected by law.

- d. Respect and Dignity - Associates are treated with respect, and any forms of corporal punishment, threats of violence, verbal, physical, or visual abuse, or other forms of mental, sexual, or physical coercion or harassment are actively deterred and prohibited.
- e. Labor Laws - Compliance to all applicable labor laws (including any applicable collective bargaining agreements), particularly those related to wage, vacation and working hour regulations, as well as those in relation to the employment of foreign workers, the use of such workers or providing workers to third parties.
- f. Employee Privacy - Only personal information on Associates needed for effective operation or as required by law must be collected and retained. All information collected is to be kept confidential and released only to those with a legitimate need to know or where explicit consent has been provided.

Safety Practices - Business Partners will take precautions in regards to the safety of their Associates and take responsibility for keeping themselves and each other safe, secure and healthy in the workplace.

- a. Safety Standards - Business Partners must make efforts to institute best practices in regards to safe working environments for its Associates. These environments will fully comply with all safety and health laws, regulations, and practices, including those applicable to the areas of occupational safety, emergency preparedness, occupational injury and illness, industrial hygiene, physically demanding work, and machine safeguarding. Appropriate steps must be taken to minimize the causes of hazards in the workplace.
- b. Training - Business Partners will provide adequate training for Associates on applicable workspace safety practices mandated by local, state, and federal laws and regulations. Such practices should be designed to help prevent accidents and injuries.

Environmental Practices – Business Partners are responsible for minimizing the environmental impact of operations and conduct business so that it meets or exceeds all applicable laws and regulations and minimizes risk to Associates, the public and the environment.

- a. Environmental Laws - Business Partners must comply with all applicable environmental laws and regulations regarding hazardous materials, waste and wastewater discharges, air emissions, etc.
- b. System Improvement - Business Partners are encouraged to identify and adopt environmental best practices into their business processes, particularly those that reduce waste, air emissions, and energy costs. Any risk that could negatively impact the natural environment, as well as the health and rights of individuals and communities, should be mitigated.

Fair Business Practices

- a. NAMSA competes energetically and honestly for business. Our success is attributed to our ability to implement innovative ideas and processes that bring value to clients, and never through inappropriate conduct in the marketplace. As part of our commitment to ethics, NAMSA requires that its Business Partners maintain the same ethical business standards of operation, as described below.
- b. Fraud and Corruption - NAMSA is committed to conducting its business honestly and free from extortion, bribery, and all unlawful, unethical, deceptive or fraudulent activity. Business Partners must follow all applicable anti-corruption laws and regulations. Any forms of bribery, kickbacks, corruption, extortion, voluntary untruths, or embezzlement are prohibited. Business Partners are expected to institute adequate procedures to prevent the aforementioned activities.
- c. Gifts - While relationship-building is beneficial to all parties involved, Business Partners should be wary of attempting to give gifts to NAMSA Associates, contractors and subcontractors. Even well-intentioned gifts may constitute a bribe in certain circumstances, or create a conflict of interest. Business Partners should not offer anything of value in order to obtain a benefit or advantage, and must not offer anything that might appear to influence, compromise the judgment of, or obligate a NAMSA Associate, contractor or subcontractor, as they are not permitted.
- d. Conflicts of Interest - Business Partners should avoid conflicts of interest, or even the appearance of a conflict of interest. A conflict of interest occurs when a person has a personal interest or is involved in an activity that could interfere with such person's ability to perform tasks in an objective, impartial and effective manner. All actual and apparent conflicts of interest between NAMSA and its Business Partners shall be reported to NAMSA prior to entering into any business transaction.
- e. Insider Trading - NAMSA Associates and Business Partners must ensure that non-public information obtained over the course of their relationship is not used for personal benefit or to advise others ("tipping").



- f. Export/Import Controls - Business Partners will comply with all applicable laws and regulations governing the import, export and re-export requirements and restrictions of domestic and foreign origin parts, components and related technical and personal data.
- g. Record Retention - Business Partners must honestly and accurately keep records of all pertinent business information and comply with all applicable laws and regulations regarding their completion, accuracy and retention. Accounting records must, in reasonable detail, accurately and fairly reflect transactions, assets, liabilities, revenues and expenses. Participation in money laundering or the financing of terrorists or criminal activities in any way is strictly prohibited. To the extent that any of these records contain personal data, Business Partners must comply with all applicable data protection laws.
- h. Fair Competition - NAMSA will only seek competitive advantage through fair and lawful means. Our Business Partners must not engage in collusive bidding, price fixing, price discrimination, or other unfair trade practices in violation of fair competition laws or antitrust laws that govern their jurisdiction.
- i. Confidentiality/Intellectual Property- Business Partners will respect the intellectual property and confidentiality rights of others. In particular, Business Partners will protect and responsibly use the physical and intellectual assets of NAMSA, when given written permission to use said assets.

Right to Monitor, Audit and Terminate - In the event that NAMSA becomes aware of any actions or conditions that violate our Business Code of Conduct, NAMSA will request in writing that appropriate corrective actions be taken. In the event that appropriate corrective actions are not taken, NAMSA reserves the right to terminate this Purchase Order and any business relationship with advanced written notice as a termination for cause as provided in Section 6, without judicial intervention, and without any NAMSA indemnity or liability.

To report potential Business Code of Conduct violations please contact your NAMSA Purchasing Representative or contact NAMSA World Headquarters at 6750 Wales Road Northwood, Ohio-USA, 43619.