PURCHASE ORDER TERMS AND CONDITIONS

This Purchase Order ("PO") constitutes a contract for the purchase by the entity identified as Buyer on the face of this PO ("Buyer") of products and/or services as described in this PO, including the attachments and exhibits referenced in this PO, from the entity identified as Supplier on the face of this PO ("Supplier"), according to the following terms and conditions ("Terms and Conditions"):

ACCEPTANCE By accepting this PO and/or performance hereunder, Supplier acknowledges that Supplier has read, understands, and agrees to be bound by these Terms and Conditions. Acceptance of this PO is expressly limited to the terms and conditions contained herein and none of the Supplier's terms and conditions in acknowledging or accepting this PO shall apply. No prior course of dealings between the parties or usage of trade shall be relevant to supplement or amend these Terms and Conditions. If Supplier objects to any these Terms and Conditions, Supplier shall (a) notify Buyer in writing within three (3) days after its receipt of this PO and (b) withhold acceptance of this PO and not begin any performance hereunder until/unless such objection is agreed upon in a writing signed by Buyer and Supplier.

QUANTITY Supplier must deliver the specific quantity of products ordered in full, which quantity may not be changed without Buyer's prior written consent. Any delivery of a different quantity without such consent is subject to Buyer's rejection and return at Supplier's expense and Buyer shall have no obligation for payment of any excess or partial quantity.

PRICE The price for the products and/or services shall be the price as indicated on the face of this PO. The price indicated on the face of this PO shall be inclusive of all taxes payable by Buyer for the products or services. Any change in price without Buyer's prior written consent and issuance of an amended PO is expressly rejected by Buyer. Supplier will be responsible for all costs and expenses incurred by it in performance of this PO. No additional charges of any kind will be allowed except with Buyer's prior written consent.

INVOICES Supplier shall timely issue a separate invoice for each shipment of products delivered by Supplier and for each set of completed services. Supplier shall not issue any invoices before the products or services are delivered to Buyer. All invoices must include this PO number, Buyer part number, total invoiced amount, a detailed description of the products and/or services provided and, in the case of products, the quantity supplied.

PAYMENT TERMS Unless otherwise agreed in writing, Buyer will make payment of any undisputed invoice no later than thirty (30) days from the date of receipt of an acceptable invoice and receipt of products and/or services. If Buyer disputes all or a portion of an invoice, Buyer may withhold such disputed amounts, and will promptly notify Supplier in writing of the amount and reason for the dispute.

SHIPPING TERMS Unless Buyer otherwise informs Supplier, delivery of product is to be FOB Shipping Point. Risk of loss shall pass to Buyer upon delivery to the specified delivery location. Supplier shall provide a packing list to Buyer for all shipments referencing the appropriate PO number, Buyer part number, a detailed description of the products and/or services provided, and, in the case of products, the quantity supplied. Bills of lading, if any, shall also reference the information in the previous sentence.

LABELING, PACKAGING, HANDLING & STORAGE Supplier shall ensure that packaging and shipping containers are in accordance with the Specifications (as defined below), of adequate design and construction to protect product from damage, deterioration or alteration during handling, storage and distribution. Expiration dates and any required storage conditions shall be clearly recorded on the labelling, packaging and shipping documents.

SAFETY DATA SHEET For any product so required by the Hazard Communication Standard (HCS) (29 CFR 1910.1200(g)), Supplier will provide to Buyer an appropriate safety data sheet ("SDS") prior to shipment. Further, Supplier shall provide to Buyer updated SDS's as new revisions are implemented.

DELIVERY Time is of the essence in this PO. Delivery of products and services shall strictly comply with the Due Date or delivery schedule set forth on the face of this PO. Supplier shall not make partial deliveries unless agreed in writing with Buyer. If at any time it appears Supplier will not meet such Due Date or schedule, Supplier shall promptly notify Buyer in writing of reasons for, and the estimated duration of, the delay. If requested by Buyer, Supplier shall ship such delayed products by means to avoid or minimize delay to the maximum extent possible, including rerouting any shipment if appropriate and the use of a dedicated motor carrier or air freight, and any added costs shall be borne by Supplier. Such request (and compliance with such request) shall not excuse Supplier from any breach of this PO or these Terms and Conditions and, notwithstanding the foregoing, Buyer may cancel this PO and seek any other remedies available in accordance with applicable law, including cover and incidental and consequential damages from Supplier, if Supplier's performance does not or products or services provided by Supplier to Buyer do not conform to this PO and these Terms and Conditions, including delivery of products and/or services that do not strictly comply with the Specifications or the Due Date or schedule on the face of this PO.

FORCE MAJEURE Supplier and Buyer, as the case may be, shall be excused for delays in performance or failure of performance for a period of thirty (30) days to the extent arising from causes beyond such party's reasonable control, including without limitation strikes, wars, fires, acts of terror or acts of God, such as floods and earthquakes. In the event of any such events or conditions, the party whose performance is excused hereunder shall notify the other party promptly thereof in writing and shall make diligent efforts to perform at its earliest opportunity. If the

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force majeure event lasts more than thirty (30) days, Buyer may cancel this PO and Supplier agrees to provide to Buyer the assistance and information necessary for Buyer to procure replacement products and services.

INSPECTION All products and/or services, including deliverables, are subject to final review, inspection and acceptance by Buyer notwithstanding any payment or initial inspection.

NON-CONFORMING PRODUCTS OR SERVICES; **DELIVERY.** Buyer reserves the right to refuse any products or services and to cancel all or any part of this PO if Supplier does not, or products or services provided by Supplier to Buyer do not, conform to any applicable industry standards or practices, any applicable specifications, drawings, samples, descriptions or any other similar criteria in this PO or otherwise provided to Supplier by Buyer (the "Specifications") or any terms and conditions set forth on the face of this PO and herein. Acceptance of any part of the shipment of products or any part of the services shall not bind Buyer to accept, or waive any rights hereunder with respect to, any non-conforming products or non-conforming services provided by Supplier, nor deprive Buyer of the right to reject any previous or future non-conforming products or services. Buyer's failure to refuse products and services and payment by Buyer shall not constitute final acceptance nor a waiver of Buyer's rights to inspect or reject any products or services and Buyer shall continue to be able to exercise any rights hereunder or under applicable law with respect to any non-conforming products or services for which the non-conformity is discovered thereafter. Buyer may, if it rejects any non-conforming products, return such products to Supplier at Supplier's expense for transportation both ways, and Supplier shall not deliver to Buyer any replacement or substitution products for such rejected products unless so authorized in writing by Buyer.

NONCONFORMANCES DISCOVERED BY SUPPLIER In the event Supplier discovers a non-conformance that affects Products already shipped or services performed, Supplier shall promptly notify Buyer in writing. Supplier shall fully cooperate with all investigation and containment actions. Supplier shall reimburse Buyer for the nonconforming products and all reasonable costs and expenses incurred by Buyer in connection with use of nonconforming product. Buyer may return all nonconforming products to Supplier, at Supplier's expenses.

CHANGE CONTROL Supplier shall have a written procedure for changes and shall notify Buyer a minimum of (30) days in advance and in writing of any of the following changes, in the case of products: (a) specifications, (b) raw materials or source thereof, (c) manufacturing procedures or processes, (d) equipment used to manufacture, or (e) location of manufacture; and, in the case of services, (x) specifications and (y) persons providing such services. All notices shall be sent to changerequest@atextechnologies.com. Only Buyer's written and executed change orders may modify this PO. See section below entitled "Other Agreements" for reference to and priority

of terms and conditions set forth in other Agreements, including Agreements that address quality requirements.

BUYER AUDITS Supplier agrees that Buyer may, upon reasonable prior notice and during normal business hours, audit Supplier's facilities utilized in the manufacture, testing, supply and storage of product to review Supplier's quality system procedures, purchasing controls, manufacturing controls, and documentation and records for the manufacture and supply of product. Buyer shall have the right to conduct such audit directly or through its authorized representatives.

GOVERNMENT AUDITS/INSPECTIONS Supplier agrees that Buyer and any government agency, notified body, court or other instrumentality having any jurisdiction over aspects of the design, manufacturing and distribution of the products ("Authority"), shall have access to and the right to inspect or audit any pertinent product manufacturing or quality processes, and associated documentation or records. Supplier shall notify Buyer promptly, but in any event within 24 hours, in writing of any such inspection or audit. Supplier recognizes government and notified body audits may be unannounced and may specifically be subject to scheduled or unannounced audits (per EU Recommendation 2013/473/EU). During unannounced audits, the Supplier must allow the Authority to witness the testing of product samples, and/or if requested, provide samples of product for independent testing by the Authority. If issues or findings are identified during an audit that potentially impact product or service quality, performance or availability, Supplier shall promptly notify Buyer in writing and agrees to cooperate with Buyer regarding communications with the Authority.

CONFIDENTIALITY Supplier shall not disclose to any third party (other than a government or judiciary body, as required by law and only with prior written notice to Buyer of any such disclosure), or use for itself any Buyer Confidential Information for purposes other than fulfilling this PO. "Buyer Confidential Information" means any information, including personal data, which Supplier receives or learns about Buyer or its affiliates in connection with or as a result of this PO, which is not generally publicly available, including without limitation, the existence or details of this PO or any agreement or arrangement with Buyer. Buyer Confidential Information shall not include information to the extent that it: (i) is or becomes part of the public domain through no act or omission of the Supplier or its employees, agents or representatives; or (ii) was in the Supplier's lawful possession prior to its disclosure to Supplier by or on behalf of Buyer, as shown by written records in existence prior to such disclosure, and was not otherwise subject to a duty or contractual requirement of confidentiality. This provision shall survive any expiration or termination of these Terms and Conditions. Supplier agrees that monetary damages may not be an adequate remedy for Buyer in the event of a breach or threatened breach of this provision by Supplier and therefore agrees that Buyer may seek equitable relief, including without

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limitation, injunctive relief, in the event of any breach or threatened breach of this provision by Supplier.

COMPLIANCE WITH LAWS Each party shall be responsible for ensuring that the performance of its respective obligations under this PO complies with all applicable U.S. and foreign federal, state and municipal statutes, laws, ordinances and regulations.

GOVERNING LAW The laws of the State of North Carolina, United States of America, without regard to principles of conflict of laws or Buyer's place of residence, will govern these Terms and Conditions and this PO.

ANTI-CORRUPTION Supplier shall not perform any actions that are prohibited by local and other anti-corruption laws (collectively "Anti-Corruption Laws") that may be applicable to Supplier and/or Buyer. Without limiting the foregoing, Supplier shall not, directly or indirectly, make any payments, offer or transfer anything of value, agree or promise to make any payment or offer to transfer anything of value, to any government official or government employee, to any political party official or candidate for political office or to any other third party related to the transaction to influence official action, to obtain, retain or direct business, to secure an improper advantage or in a manner that would violate Anti-Corruption laws

DEBARMENT Supplier represents and warrants to Buyer that Supplier, its personnel, and agents assisting Supplier in providing products or services are not subject to exclusion from a federal health care program as outlined in Sections 1128 and 1156 of the Social Security Act or debarment by the U.S. Food and Drug Administration under 21 U.S.C. 335a or any other federal or state program or law which would preclude Supplier, its personnel, or agents from providing good or services or Supplier from contracting for good or services. If Supplier, its personnel or agents assisting Supplier in providing products or services fail to satisfy any term herein while providing products or services, Supplier shall notify Buyer in writing within ten (10) days of any such change in status.

WARRANTY Supplier represents and warrants the following: (i) the products and services supplied pursuant to this PO will be of merchantable quality, free from defects in design, material and workmanship and are supplied to Buyer in accordance with the Specifications; (ii) all services provided by Supplier shall be provided by qualified personnel reasonably skilled and trained in the performance of the services and in a workmanlike and professional manner; (iii) Supplier, the products and services provided to Buyer and the use thereof by Buyer shall not infringe on any party's intellectual property rights, including any party's confidential information, trade secrets, copyrights or patents; (iv) Supplier is currently under no obligation to any party, nor will Supplier enter into any obligation with any party, that could interfere with Supplier delivering the products or services in this

PO; and (v) Supplier shall comply with, and the products and services provided by Supplier shall be in compliance with, all applicable U.S. and foreign federal, state and municipal statutes, laws, ordinances and regulations, including those relating to the environment, occupational safety and health, labor standards, assembly and supply of the products, and shall acquire and maintain any permits, licenses and certifications Supplier is required to have.

INSURANCE Supplier shall, at its own expense, maintain with a reputable insurer (and provide written certificate(s) of insurance to Buyer if and when requested) reasonable and customary insurance coverage, including, but not limited to, (a) workers' compensation statutory coverage as required by the laws of the applicable jurisdiction, and (b) commercial general liability insurance including coverage for product liability in the minimum amount of \$1 million per occurrence in respect of claims for any losses, costs and expenses arising out of or relating to Supplier furnishing the products, deliverables and/or services under this PO. The commercial general liability insurance shall include worldwide coverage and include Buyer and its affiliates, and their respective owners, directors, officers, employees and agents, as Additional Named Insureds.

INDEMNIFICATION Supplier agrees to indemnify and hold harmless Buyer, its affiliates and subcontractors (and its and their respective officers, directors, officers, employees and agents) against any and all losses, claims, liabilities, damages and expenses, including without limitation reasonable attorney's fees, (collectively, "Claims") in connection with or arising out of the following: (a) any negligent or willful misconduct of Supplier, its employees, agents, consultants or subcontractors; (b) Supplier's (including its employees, agents, consultants or subcontractors) breach of any provision of this PO or these Terms and Conditions; or (c) the purchase or use of products or services hereunder. Supplier's obligation under this section shall survive termination, completion and/or fulfillment of this PO.

LIMITATION OF LIABILITY Except for the obligations of the Supplier to indemnify Buyer with respect to Claims made by third parties and except pursuant the section entitled "Delivery",, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR OTHER INDIRECT OR SPECIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SALES, LOST TIME, DAMAGE TO PROPERTY OF EITHER PARTY OR OF OTHER PERSONS OR FOR INJURY TO OR DEATH OF ANY PERSON, WHETHER SUCH CLAIM IS BASED IN CONTRACT, IN TORT OR IN ANY OTHER LEGAL THEORY. IN NO EVENT SHALL BUYER'S LIABILITY UNDER THIS PO EXCEED THE AMOUNT ACTUALLY PAID BY BUYER UNDER THIS PO.

TERMINATION Buyer may terminate this PO at any time without cause upon five (5) days written notice to Supplier. Either party may terminate this PO immediately if the other party materially breaches this PO which is not cured within ten (10) days of

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receipt of written notice of the non-breaching party's intent to terminate.

ASSIGNMENT This PO and the rights and duties under this PO and these Terms and Conditions shall not be assignable by either party without the prior written consent of the other party, which consent may be withheld in such other party's sole discretion; provided however, Buyer may assign its rights and obligations hereunder, without the need for consent of Supplier, to any one or more of Buyer's affiliates or in connection with the sale or other disposition of substantially all of the assets of Buyer to which this PO relates or by sale of all or substantially all of the capital stock of Buyer. This PO including these Terms and Conditions shall inure to the benefit of and be binding upon Buyer and Supplier and their respective successors and permitted assigns.

RELATIONSHIP The relationship of Buyer and Supplier is that of independent contractors, and nothing contained herein shall be construed to give either party any right or authority to create or assume any obligation of any kind on behalf of the other or constitute Buyer and Supplier as partners, joint ventures, coowners or otherwise as participants in a joint or common undertaking.

GENERAL No amendments or modifications of this PO and these Terms and Conditions will be binding on the parties unless in writing and signed by both parties. If any provision of this PO or these Terms and Conditions is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, that provision will be removed from this PO or these Terms and Conditions and the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions of this PO or the Terms and Conditions will not be affected. The waiver by any party of a breach of any provision of this PO or these Terms and Conditions will not be construed as a waiver of a subsequent breach of the same provision by that party or the breach of any other provision of this PO or these Terms and Conditions.

OTHER AGREEMENTS To the extent Buyer and Supplier are party to a valid, current, executed written agreement the scope of which includes the purchase of and/or quality of products and/or services that are the subject of this PO ("**Agreement**") then, such Agreement shall be incorporated by reference as if attached hereto, and to the extent of a conflict between such Agreement and this PO, the terms of such Agreement shall govern and control, unless otherwise agreed to in a signed writing.

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Signatures:

<u>Content</u> <u>Approval:</u> I approve this document.

Name: Tere' Bracco Title: Executive Assistant tbracco

Tere' Bracco

2020-02-11 14:34:02 (UTC+00:00)

Electronically Signed in

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Timestamp

