TECHNETICS GROUP TERMS & CONDITIONS OF PURCHASE
UNLESS OTHERWISE AGREED TO IN WRITING BY TECHNETICS GROUP, THE FOLLOWING APPLY TO ALL PURCHASE ORDERS ISSUED BY TECHNETICS GROUP

1. ACCEPTANCE, MODIFICATION, ENTIRE AGREEMENT.

a. Each purchase order, together with these Terms and Conditions of Purchase ("Terms and Conditions"), any releases and any documents specifically referenced herein (collectively, the "Purchase Order"), is an offer by the specific Technetics Group affiliate (Technetics Group, LLC; Technetics Group Chicago, LLC; Technetics Group Daytona, Inc.; or Technetics Group Singapore Pte. Ltd.) listed on the face of the Purchase Order ("Buyer") to the party to whom such Purchase Order is addressed ("Seller") to purchase the goods and/or services (collectively, the "Products"). Placement of a Purchase Order constitutes Buyer's offer to Seller upon terms and conditions stated herein and on the face of the Purchase Order and does not constitute an acceptance by the Buyer of any offer to sell. In the event that any Seller quotation or proposal is held to be an offer, that offer is expressly rejected and is replaced in its entirety by the offer made up of Buyer's Purchase Order.

b. This Purchase Order becomes a binding contract (the "Contract"), subject to the terms and conditions thereof, when accepted by acknowledgement, commencement of performance, or other statements or actions evidencing acceptance, and is binding on the heirs, successors, assigns, and representatives of the Seller. Formation of a Contract is expressly conditioned upon Seller's acceptance of all the terms and conditions of purchase contained on or attached to this order. Any acknowledgment form or other form of Seller containing terms and conditions of sale submitted to Buyer from Seller shall not have the effect of modifying the terms and conditions hereof. Any such additional or different terms and conditions are hereby objected to and rejected by the Buyer. By acceptance of the Purchase Order, Seller agrees to comply with the Terms and Conditions contained herein and to provide all Products as described within the Purchase Order. These Terms and Conditions, together with the Purchase Order and any documents incorporated by reference therein, constitute the entire agreement between the parties and supersede any previous oral or written representations, including but not limited to provisions in Seller's quotations, proposals, terms and conditions, acknowledgments, invoices or other documents. No change or modification to Buyer's Terms and Conditions shall be binding upon Buyer unless specifically agreed to by an executive officer of Seller in writing.

c. Buyer may modify the Terms and Conditions from time to time by posting notice of such modified Terms and Conditions through links provided on the website at least ten (10) days prior to the modified Terms and Conditions becoming effective. Seller periodically shall review the website and the Terms and Conditions. Seller's continued performance under the Purchase Order without providing written notice to Buyer detailing Seller's objection to any modified Terms and Conditions prior to the effective date of such modified Terms and Conditions will constitute Seller's acceptance of such modified Terms and Conditions.

2. DELIVERY.

a. Time is of the essence in regard to fulfilling this order. Seller shall deliver the Products ordered by Buyer no later than the delivery date specified in the Contract (the "Delivery Date"). Seller shall immediately notify Buyer in the event that Seller's performance is delayed or likely to be delayed, in whole or in part, and Seller shall provide Buyer with all

information regarding any reasons for such delay. Such notice shall not constitute a waiver by Buyer of any Seller's obligations under the Purchase Order. Without limiting other remedies available to Buyer if Seller is in breach, Buyer has the right to cancel all or a portion of a Purchase Order that has not been delivered in accordance with the Delivery Date.

b. Seller will limit and phase expenditures, incurrence of costs, and purchases and subcontract commitments for raw materials and components in such fashion to ensure continuity in production and permit performance and completion of each production increment in sequence without creating any unreasonable accumulations of raw materials or work in process of components for any production increments.

c. If the specified mode of transportation for the Products would not permit the Seller to meet the Delivery Date, Seller shall ship Products by air freight or other expedient means acceptable to the Buyer and Seller shall pay the costs of such freight for such expedited shipment, over the cost of the specified mode of transportation.

d. Without limiting other remedies available to Buyer if Seller is in breach, Seller shall be liable for any production line stoppages or related expenditures incurred by Buyer or charged to Buyer by its customers, which are caused by the failure of Seller to deliver its Products in a timely manner.

3. DEFAULT OF SELLER.

a. If Seller shall be in default under this Contract if Seller: (i) fails to deliver Products within the time scheduled or in compliance to the Delivery Date; (ii) repudiates, breaches or threatens to breach any of the terms of the Contract including, without limitation, Seller's warranties; (iii) becomes insolvent; (iv) files, or has filed against, it a petition under any state or federal bankruptcy or insolvency law; (v) fails to provide Buyer with adequate and reasonable assurance of Seller's ability to perform timely any of Seller's obligations under the Contract, including, without limitation, delivery of Products; or (vi) is in default under any other agreement between the parties (each, a "Default").

b. Upon occurrence of a Default, without prejudice to Buyer's other rights or remedies Buyer shall have the right at its option to terminate the Contract or any individual Purchase Order, in whole or in part. Upon any such termination Buyer may exercise any and all rights accruing to it, both at law including those set forth in the Uniform Commercial Code or in equity and may also (i) require Seller to deliver forthwith any or all Products, or parts thereof, which have been produced, or are in process of production pursuant to this order, in which event Buyer shall pay Seller the order price for the acceptable completed items so delivered and shall reimburse Seller for its costs actually incurred with respect to the partially completed Products so delivered, provided that such costs in no event shall exceed the order price equitably allocated therefore; and/or (ii) procure, for such items and in such manner as it may deem appropriate, Products as replacements for those terminated, and to recover from Seller the excess cost incurred by Buyer in procuring such similar Products. Seller's obligations under the Warranty, Patent and Confidentiality provisions of this order shall survive such termination.

4. PRICE AND PAYMENT.

a. This is a firm fixed price Contract. Prices charged for Products are not subject to increase, including specifically, but without limitation, any increase based upon changes in currency fluctuations, raw material, taxes, tariffs or duties, transportation costs, component pricing, labor,

transportation or overhead, unless specifically agreed to by Buyer on the face of a revised Purchase Order. Prices specified in the contract are inclusive of all taxes, duties, and other charges. Seller shall pay, without charge to Buyer, any federal, state or local tax or other government charge or assessment relating to the production, sale or shipment of any Products under the Purchase Order unless otherwise expressly agreed to in writing by the Buyer.

b. Seller represents and warrants to Buyer that the price for Products provided under the Purchase Order are the lowest prices, whether or not published, for which the Seller has sold or is selling such Products, taking into account any differences in quantities and/or delivery schedule. Buyer shall be entitled to receive from Seller a price reduction if Seller offers substantially similar Products to others at a lower price (taking into account differences in quantities and delivery schedule) at any time during the period beginning on the date of the Purchase Order and ending ninety (90) days after the final payment due date for such Products. Buyer may take volume discounts retroactively.

c. Unless otherwise specified in the Contract, all payments due under the Purchase Order to Seller shall be paid in United States. Partial payments may be made at Buyer's option. Seller's acceptance of payment constitutes an unconditional waiver and release of any statutory lien, mechanic's lien, stop notice, bond right, and claim for payment. Seller warrants, represents and covenants that when final payment is accepted from Buyer, title to all work, materials, and/or equipment shall pass to Buyer free and clear of all liens, claims, security interests or any other encumbrances; and all applicable taxes have been fully paid; and all laborers, mechanics, and subcontractors have been paid or will be paid in full from the final payment.

d. All costs associated with custom product tooling shall be paid by Seller, unless otherwise expressly agreed to in writing by Buyer. Seller shall bear responsibility for all errors contained in any invoice, acceptance, acknowledgement or confirmation it provides to the Buyer.

e. In addition to any right of setoff or recoupment allowed by law, all amounts due Seller, or any of its subsidiaries or affiliates shall be considered net of indebtedness or obligations of Seller, or any of its subsidiaries or affiliates to Buyer or any of its subsidiaries or affiliates, and Buyer may set off against or recoup any amounts due or to become due to Seller, or any of its subsidiaries or affiliates, to Buyer or any of its subsidiaries or affiliates, however and whenever arising, including but not limited to the Buyer's attorneys' fees and costs of enforcement. In the event that Buyer or any of its subsidiaries or affiliates reasonably feels at risk, Buyer may withhold and recoup a corresponding amount due Seller or any of its subsidiaries or affiliates to protect against such risk. If an obligation of Seller or any of its subsidiaries or affiliates to Buyer or any of its subsidiaries or affiliates is disputed, contingent or unliquidated, Buyer or any of its subsidiaries or affiliates may defer payment of all or any portion of the amount due until such obligation is resolved.

5. CHANGES.

a. Buyer may make changes in the Products including, but not limited to, changes in the design (including drawings and specifications), processing, methods of packaging and shipping and the date or place of delivery of the Products covered by the Contract or to otherwise change the scope of the work covered by the Contract including work with respect to such matters as inspection, testing or quality control, and Seller agrees to promptly make such changes. Any such changes shall be deemed not to affect the time for performance or cost under the Contract unless (i) Seller proves Buyer with written notice of a claim for adjustment to time for performance or cost within ten (10) days after notice to Seller of the change and (ii) after auditing such claim,

Buyer determines that an adjustment (up or down) is appropriate. Any such claim by Seller for adjustment to time for performance or cost under a Contract must be solely and directly the result of the change directed by Buyer and any notice of such claim shall be effective only if accompanied by all relevant information sufficient for Buyer to verify such claim. In addition, Buyer shall have the right to audit all relevant records, facilities, work or materials of Seller to verify any claim Seller shall consider and advise Buyer of the impact of a design change on the system in which the Products covered by the Contract are used. Nothing in this paragraph shall excuse Seller from performing under the Contract as changed pending resolution of any claim by Seller for adjustment to time or cost. For changes directed by Buyer's customer, any adjustment to time or cost based on the change requested by Seller shall be subject to Buyer's customer's approval of Seller's requested adjustment.

b. Without the prior approval of Buyer on the face of a Purchase Order amendment or in a signed writing, Seller shall not make any changes to the Products, including, without limitation, changing (i) any third party supplier to Seller of services, raw materials or goods used by Seller in connection with its performance under the Contract, (ii) the facility from which Seller or such supplier operates, (iii) the price of any of the Products covered by the Purchase Order, (iv) the nature, type or quality of any services, raw materials or goods used by Seller or is suppliers in connection with the Contract, (v) the fit, form, function, appearance, performance of any Products covered by the Contract, or (v) the production method, or any process or software used in the production or provision of any Products under the Contract. Any changes by Seller without the prior approval by Buyer on the face of a Purchase Order amendment or in a signed writing shall constitute a breach of the Contract.

6. SPECIFICATIONS.

If drawings, blueprints, or specifications are furnished by the Buyer, the Contract shall be based upon such drawings, blueprints, or such specifications, and approval of samples by Buyer shall not relieve the Seller from strict and full compliance with such blueprints or specifications. Products not conforming to such blueprints or specifications may be rejected.

7. INSPECTION / ACCEPTANCE.

a. Seller agrees to permit Buyer's inspectors to have access to Seller's plant at all reasonable times for the purpose of inspecting the items as set forth in this Contract and work in process for production of such items. In addition, Buyer shall have the right, but not the obligation, to inspect any Products upon delivery at Buyer's facilities or other place designated by Buyer. Such inspection shall be made within a reasonable time after delivery irrespective of the date of payment. Any payment for any Products purchased hereunder shall not constitute approval or acceptance of such Products by Buyer and Buyer's right of inspection shall survive payment. No inspection (including source inspection) test, approval (including design approval) or acceptance of Products shall relieve the Seller from its obligations and warranties under this Contract.

b. Any inspection records relating to the Products on the order shall be available to Buyer for a minimum of one (1) year after delivery to Buyer, or such longer inspection period as may be specified in the Contract or Buyer's request for quotation.

c. Without prejudice to Buyer's other rights or remedies Buyer may: (i) recover from Seller all administrative charges associated with the delivery of defective Products; (ii) recover from Seller for all incurred costs; and may (iii) return rejected Products at Seller's expense and Seller shall bear all costs of return and risk of loss as to rejected Products. Seller shall, at Buyer's

election, replace any rejected items returned to Seller hereunder, refund the full purchase price thereof and bear the costs associated with any air freight or expedited delivery to the Buyer of conforming product to remedy any defects of nonconformity to specifications, drawings, or provided samples.

8. PACKAGING AND SHIPPING.

All Products shall be prepared and packed for shipment in a manner consistent with Buyer's written instructions or, if no instructions are provided, in a manner consistent with industry best practice and that that will prevent damage in transit. Buyer is not liable for extra charges for packing, cartage or any other expense related thereto unless stated in this order. Seller shall provide Buyer's part number, order number, line number and release number on all invoices, packing slips, container labels and any other shipping documentation.

9. WARRANTY.

a. In addition to Seller's customer warranties, any express warranties set forth in this Purchase Order, any statutory warranties or any warranties implied by law, Seller warrants that all Products provided by it: (i) shall be of good quality and workmanship and free of defects, latent or patent; (ii) shall conform to all specifications, drawings or descriptions which are supplied by Buyer; (iii) shall be merchantable and suitable and sufficient for their intended purpose; (iv) shall be free from any claim of any third party, including without limitation any claims of infringement; (v) shall be free and clear of all liens, claims or other encumbrances, and that Seller is conveying good title to Buyer; (vi) in the case of services, all services performed by Seller shall be performed in competent, workmanlike manner, consistent with industry best practices; and (vii) the Products shall be manufactured in accordance with all applicable federal, state, and local laws, regulations, industry standards or other standards, labeling, transporting, licensing approval or certification requirements in the United States or any other country where the Products will be sold or used.

b. Seller may not negate, exclude, limit or modify any warranty otherwise available to Buyer. Any attempt by Seller to do so is ineffective and shall not in any way bind Buyer. Buyer's inspection or acceptance of any Products, or Buyer's payment for Products shall not constitute a waiver by it of any warranty. None of the remedies available to Buyer for breach of any of the forgoing warranties may be limited except to the extent and in the manner agreed upon by Buyer in a separate written agreement specifically designating such limitation and signed by an authorized representative of Buyer.

c. Seller is responsible for all sub-tier providers of goods or services. Seller must maintain adequate development, validation, launch, and ongoing supervision to assure all Products provided to Buyer conform to all specifications, standards, drawing, samples and descriptions, including, without limitation, as to quality, performance, fit, form, function and appearance, under the Contract.

10. CANCELLATION, TERMINATION FOR CONVENIENCE.

a. Buyer reserves the right to cancel this Contract, or any part thereof, at any time, even though Seller is not in default hereunder, by giving written notice to the Seller in the event of such cancellation. Buyer shall pay for all conforming Products delivered and completed and for all actual costs incurred by Seller for goods and materials in process not to exceed

thirty (30) days average procurement by the Buyer over the previous ninety (90) days prior to notification.

b. Where cancellation is by reason of termination of a contract of the United States Government under which this Contract has been made, Buyer will pay the Seller at such time as Buyer is paid by the United States Government. Upon receipt of any notice of cancellation hereunder, Seller, unless otherwise directed, will immediately discontinue all work in process and immediately cancel all orders or subcontracts given or made pursuant to this Contract.

c. Exercise by Buyer of the rights of cancellation reserved in this Section shall not give rise to any liability on the part of the Buyer except as specified in this Section. Without limiting the generality of the foregoing statement, Buyer shall not be liable for and shall not be required to make payments to Seller, directly or on account of claims by Seller's subcontractors, for any other alleged losses or costs, whether denominated as loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, ancillary exit charges (including, but not limited to, costs of riggers, warehousing, premium manufacturing costs, loading of trucks or other standard business procedures related to transitioning production to an alternative supplier), or general and administrative burden charges resulting from termination or otherwise. Notwithstanding anything to the contrary, Buyer's obligation to Seller upon termination shall not exceed the obligation Buyer would have had to Seller in the absence of termination.

d. Exercise by Buyer of the rights of cancellation reserved in this Section shall not have the effect of waiving any claims or damages to which Buyer might otherwise be entitled.

11. SERVICE AND SPARE PARTS.

Seller shall make spare parts for Products purchased pursuant to the order available to the Buyer at Seller's current price, less all applicable discounts.

12. INDEMNITY:

a. Seller will indemnify, defend and hold harmless Buyer, its affiliates, successors and assigns, and its and their respective officers, directors, employees, independent contractors, agents, successors and assigns (collectively, the "Indemnified Parties") and hold them harmless from and against all claims, liability, loss, damage or expense, including attorneys' and consultants' fees, arising from or by reason of:

i. Any actual or alleged infringements of any intellectual property right of any other party, resulting from any sale, use or manufacture of any Products delivered hereunder;

ii. Seller's breach of any provision herein between Buyer and Seller;

iii. The manufacture or delivery of Products or any defect in the Products, workmanship or otherwise; any act or omission of the Seller; and

iv. Seller's failure to comply with any federal, state, county or local laws, ordinance, regulations and codes.

b. If there is a claim against Buyer arising out of the foregoing, Seller will have the right, at its option and expense, to defend any such proceeding, claim or demand. If Seller defends such claim, Buyer shall still have the right, at its cost and expense, to participate in the defense with counsel of its own choosing. Buyer may retain counsel and conduct the defense of the proceeding,

claim or demand in question as it may deem proper in its sole discretion, at the sole cost and expense of Seller. Seller may not settle any such proceeding, claim or demand without Buyer's consent, which shall not be unreasonably withheld.

c. Seller's obligations under this Section shall survive acceptance of the Products and payment thereof by the Buyer.

13. INFRINGMENT.

If, in any such suit, an injunction is issued against the further use of said Products or any part thereof, in addition to indemnifying Buyer in accordance with the preceding Section and any other remedies to which Buyer may be entitled, Seller will at Buyer's option and Seller's expense either procure for the Buyer the right to continue using said Products, or replace the same with non-infringing Products, or modify them so that they become non-infringing, or refund the purchase price and transportation and installation costs of such Products.

14. SUBCONTRACT, ASSIGNMENT: Seller shall not, without the prior written consent of Buyer, make any contract with any other legal entity for furnishing any of the completed or substantially completed Products covered by this order or assign this order or any right hereunder. This Contact is made in reliance upon Seller's personal performance of the duties imposed. Seller agrees not to, in whole or in part, assign this Contract or delegate the performance of its duties without the written consent of Buyer. Any such assignment or delegation without the previous written consent of Buyer, at the option of Buyer, shall be void. Any consent by Buyer to an assignment shall not be deemed to waive Buyer's right to recoupment from Seller and/or its assigns for any claim arising out of this Contract. Assignment shall not relieve Seller from its obligations of confidentiality hereunder. Buyer shall have the right to assign any benefit or obligation under this Contract to any third party upon notice to Seller

15. BUYER'S PROPERTY.

a. All molds, tools, dies, forms, jigs, mandrels, fixtures, patterns, equipment or material and other items purchased, furnished, charged to or paid for by Buyer and any replacement thereof, shall remain the property of Buyer ("Buyer's Property"). Buyer's Property shall be plainly marked to show it is the property of Buyer and shall be safely stored and maintained apart from other property held by Seller. Seller shall not substitute any other property for Buyer's Property and shall not use Buyer's Property except in filling Buyer's orders. Seller shall hold Buyer's at its own risk and upon Buyer's written request deliver the property to Buyer in the same condition as originally received by Seller, reasonable wear and tear excepted. Seller shall adequately insure the Buyer's Property against loss or damage, including but not limited to maintaining full fire and extended coverage insurance for replacement value and naming Buyer as an additional insured and take reasonable steps to ensure that Buyer's Property does not become subject to any liens or other claims. Seller shall not move Buyer's Property to another location, whether owned by Seller or a third party, without the prior written consent of Buyer.

b. Title to and right of possession to special tooling, dies, jigs, patterns and equipment, the cost of which is fully or substantially amortized in the price of the Products purchased, shall remain with Seller but Seller shall, at no additional cost to Buyer, hold such special tooling for Buyer's exclusive use and Seller shall not dispose of such tooling without prior written approval of Buyer. Seller shall take all necessary measures to preserve Buyer's title to Buyer's property, free of all encumbrances.

c. Buyer retains the right in addition to other rights provided by law, to enter Seller's premises and remove Buyer's Property with or without a court order. Seller expressly waives and releases, and agrees not to file or otherwise assert or prosecute or suffer to permit any statutory, equitable or other liens, including but not limited to equitable or other liens, including but not limited to any molder liens, tool liens, builder liens and the like, that Seller has or might have on or in connection with the Buyer's Property for all work, including but not limited to, designing, manufacturing, improving, maintaining, servicing, using, assembling, fabricating or developing the Buyer's Property.

d. Seller shall assume and shall indemnify Buyer against any and all liability for damages to property or injury to, or death of any persons which may arise from, may be incidental to the presence of, or may involve the use of Buyer's Property, whether such damage, injury or death is caused by defects in the property, negligence in the use thereof or otherwise.

e. Seller acknowledges and agrees that (i) Buyer may not be the manufacturer of the Buyer's Property nor the manufacturer's agent nor a dealer therein; (ii) Buyer is bailing the Buyer's Property to Seller for Seller's benefit; and (iii) Seller has inspected the Buyer's Property and is satisfied that the Buyer's Property is suitable and fit for its purposes, and (iv) BUYER HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OF IMPLIED, AS TO THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN OR OPERATION OF THE BUYER'S PROPERTY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. Buyer shall not be liable to Seller for any loss, damage, injury or expense of any kind or nature caused, directly or indirectly, by the Buyer's Property, including, without limitation, its use or maintenance, or its repair, service or adjustment, or by any interruption of service or for any loss of business whatsoever or howsoever caused, including, without limitation any anticipatory damages, loss of profits or any other direct, special or consequential damages.

16. INTELLECTUAL PROPERTY.

a. All Products, including, but not limited to, any idea, invention, concept, design, prototype, produce configuration, process, technique, procedure, system, plan, model, program, software or code, data, specification, drawings, diagram, flow chart, documentation, or the like that are created in the course of performing any Purchase Order and any associated intellectual property rights therein are the sole and exclusive property of Buyer. Seller agrees that all works of authorship created by Seller in connection with each Contact are "works made for hire" on behalf of Buyer as that term is used in connection with the U.S. Copyright Act. The term "intellectual property" as used herein means all patents, patent applications, patentable subject matter, copyrights, copyrightable subject matter, work of authorship, derivative works, trademark, trade name, trade dress, trade secrets, know-how, and any other subject matter, material, or information that is considered by Buyer to be proprietary or confidential and/or that otherwise qualifies for protection under any law providing or creating intellectual property rights, including the Uniform Trade Secrets Act.

b. Seller hereby assigns to Buyer ownership of all right, title, and interest in the Products and any associated intellectual property, and further agrees to cooperate with Buyer and to assist in the preparation and execution of all documents relating to any effort by or on behalf of Buyer to apply for, obtain, maintain, transfer, or enforce any intellectual property right related to the Products at the request and expense of Buyer.

c. Seller grants to Buyer an irrevocable, non-exclusive, royalty-free, worldwide license with the right to grant sublicenses to affiliates to use any technical information, know how, copyrights, and patents, or other intellectual property owned or controlled by Seller or its affiliates to make, have made, use, sell, and import any Products provided by Seller under a Contract. Such license shall be effective from the first delivery under a Contract.

17. CONFIDENTIALITY.

All information and materials received by Seller from Buyer pursuant to this Contract (including any idea, concept, design, prototype, product configuration, invention, method, procedure, system, plan, model, program, software or code, data, specification, drawings, diagram, flow chart, documentation, know-how, work of authorship, and any other subject matter, material, collectively referred to herein as "Confidential Information") shall remain the property of Buyer and shall be treated by Seller as confidential unless Buyer has indicated a contrary intent in writing. Seller agrees to adopt measures to protect the secrecy and confidentiality of Confidential Information that are reasonable under the circumstances, and will promptly notify Buyer of any loss, misuse, or unauthorized disclosure of Confidential Information. Seller will not remove any confidentiality, proprietary, or similar markings from Confidential Information. Immediately upon termination of the Contract, all such Confidential Information, together with any and all copies thereof, shall be returned to Buyer. The obligations of confidentiality herein will not apply to information that is or becomes publicly known through no fault of Seller. Seller shall not reverse engineer, modify, decompile, analyze the composition of, create other works from, or disassemble any of Buyer's Products. Nothing herein shall prevent Buyer or Seller from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).

If Seller becomes aware of any compromise of information used in the performance of this Contract or provided by Buyer to Seller, its officers, employees, agents, suppliers, or subcontractors (an "Incident"), Seller shall take appropriate immediate actions to investigate and contain the Incident and any associated risks, including notification within forty-eight (48) hours to Buyer after learning of the Incident. As used in this clause, "compromise" means that information has been exposed to unauthorized access, inadvertent disclosure, known misuse, loss, destruction, or alteration other than as required to provide the Products. Seller shall provide reasonable cooperation to Buyer in conducting any investigation regarding the nature and scope of any Incident. Any costs incurred in investigating or remedying Incidents shall be borne by Seller.

18. CHEMICAL SUBSTANCES.

Notwithstanding anything to the contrary hereafter represented by either party to the other, Seller warrants that each and every chemical substance sold or otherwise transferred by Seller to Buyer as of the time of such sale or transfer that is required or permitted to be reported for the inventory of chemical substances (409 CFR Part 710) has been reported to EPA either by Seller or by others for incorporation in the inventory of chemical substances compiled and published by the administrator of the Environmental Protection Agency pursuant to the Federal Toxic substances Control Act (PL 94-469).

19. HAZARDOUS MATERIALS.

Seller shall notify Buyer of any inherent hazard related to any materials which could be exposed during handling, transportation, storage, use, resale, disposal or scrap. Said notice shall be sent to the Buyer's Director of Supply Chain Management and shall specify the product name and part number, the nature of the hazard, proper precautions that must be undertaken by Buyer or others to protect against the hazard, and any additional information necessary to protect its interest.

20. TSCA, PCBs and REACH. Seller shall not ship any chemical substance not specified by name in a Safety Data Sheet or the Order. Seller certifies that: (a) all chemical substances subject to the Toxic Substances Control Act (TSCA) supplied to Buyer are correctly listed on the TSCA Chemical Substances Inventory or comply with an exemption; (b) no Polychlorinated Biphenyls (PCBs) are present in any materials provided to Buyer, or are present only due to the inadvertent manufacture or import thereof, and Seller has complied with all PCB regulations; and (c) all chemical substances subject to the Regulation of the European Parliament and of the Council concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) supplied to Buyer have been correctly submitted for registration to the European Chemicals Agency according to statutory registration deadlines or there is an exemption for such registration. Seller shall immediately inform Buyer of Substances of Very High Concern (SVHC) on the candidate list above 0.1% wt/wt, including new entries normally added twice a year in June and December. The concentration of the SVHC on the candidate list shall be calculated for each material, according to the ruling of the European Court of Justice of 10 September 2015.

That neither Seller nor any of its suppliers, affiliates, servants, employees, independent contractors, agents or representatives 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 manufacture, supply, or delivery of the Goods under this PO. Seller agrees to provide Buyer with evidence of its compliance with this provision upon request from Buyer, as well as require similar proof from its Sellers upon request from Buyer.

If any Products require a consumer warning under the law of the State of California known as Proposition 65 ("Prop 65 Candidate Product"), Seller must comply with the following before accepting the Purchase Order: (i) advise Buyer of same in writing; and (ii) place warnings directly on all units of Prop 65 Candidate Products as may reasonably be offered for sale by Buyer in or to consumers in California; and (iii) provide a digital copy of such warning for posting online for each Prop 65 Candidate Product.

21. BANNED SUBSTANCES. Seller warrants that no banned substances and no controlled substances over specific concentration thresholds, including but not limited to PFAS, BPAs, BHAs, BHTs, and PFOAs, are used or will be used in the manufacture, processing or packaging of the Goods supplied to Buyer under these Terms. If any reportable substance is used in a manufacturing process or as an ingredient in any part, sourced product, accessory, or packaging (even if the substance is not present in the final form) then the details of the substance's use must be reported to Buyer. Upon request, Seller shall provide to Buyer certificates of compliance certifying that the Goods, products, packaging and/or packaging material for the Goods provided under these Purchase Terms are in compliance with the requirements set forth above. Seller shall provide updates on usage to Buyer on a per change basis.

22. COMPLIANCE WITH LAW. Seller represents and warrants that the performance of this order in furnishing of Products called for shall be in accordance with the applicable standards, provisions and stipulations of all pertinent federal, state, or local laws, rules, regulations, executive orders or other ordinances, including but not limited to the Fair Labor Standards Act, as amended and of regulations and orders of the United States Department of Labor issued under Section XIV thereof, the Occupational Safety and Health Act of 1970, and the Toxic Substances Control Act, each as amended and in connection therein. Seller shall include the following legend on all invoices: "We hereby certify that the goods were produced in compliance with all applicable requirements of the Fair Labor Act, as amended, and of regulations and orders of the United States Department of Labor and that the goods as installed and/or used by Buyer will comply with the Occupational Safety and Health Act of 1970 as amended and the implementing rules and regulations promulgated by the Secretary of Labor."

23. EXPORT CONTROLS AND SANCTIONS. Seller agrees that any use or transfer of products, services, and technology or technical information (including, but not limited to, technical assistance and training) provided under any purchase order must be in compliance with all applicable export controls, economic sanctions and anti-boycott measures as set out and implemented by the United States government. Neither Seller nor any of its respective directors or officers: (i) is an entity identified on, or owned or controlled by, or acting on behalf of, any individuals or entities identified on an applicable restricted party list; or (ii) is organized under the laws of, ordinarily resident in, located in, or acting on behalf of, any jurisdiction(s) subject to comprehensive sanctions. Seller agrees to inform Buyer immediately if any of the foregoing statements changes. Seller will provide advance notification of all applicable export classification(s) of any goods sold or services performed hereunder.

24. CONFLICT MINERALS. Seller covenants that the Products will not contain (i) conflict minerals (as that term is defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, "**Conflict Minerals**") that are necessary to the functionality or production of the Products and which originated from the Democratic Republic of the Congo or an adjoining country that would require Seller to file a Conflict Minerals Report as an Exhibit to a Form SD] or (ii) any minerals or other resources that if included in the Products(s) would trigger a violation of U.S. Executive Order 13671.

25. CYBERSECURITY. Seller hereby agrees to implement and maintain appropriate cybersecurity measures to protect the confidentiality, integrity, and availability of Enpro Data (as defined below) in its custody and control. Seller shall adhere to industry-recognized cybersecurity standards, such as NIST Cybersecurity Framework (CSF) or ISO/IEC 27001 frameworks. Seller shall ensure that (i) the transmission of Enpro Data is secured using encryption protocols, (ii) access to information technology systems storing or transmitting Enpro Data shall be protected with multi-factor authentication, (iii) Enpro Data is stored securely in accordance with applicable data protection laws, (iv) it implements other appropriate data access controls, (v) its personnel are appropriately trained in cybersecurity practices, (vi) its internal information security policies are regularly reviewed and updated to reflect evolving threats, and (vii) it conducts regular security assessments to identify and mitigate risks. Without limiting the foregoing, Seller shall maintain an effective cybersecurity incident response procedure that is assessed regularly for effectiveness and completeness. In the event of a cybersecurity incident involving potential or actual unauthorized

access to Enpro Data (a "Security Event"), the Seller shall notify Enpro within 96 hours after discovery of the same and shall cooperate fully in investigating and remediating the incident. Notwithstanding any other terms and conditions agreed upon between the parties, Seller shall defend, indemnify and hold harmless Enpro and its affiliates from and against any and all claims, suits, causes of action, liability, loss, costs and damages, including reasonable attorneys' fees, arising from or relating to a Security Event. Enpro hereby acknowledges and agrees that Seller may authorize the use of contractors to assist with its provision of services, provided Seller executes with any such contractor a written agreement that contains terms and conditions that are substantially the same as, and in any event no less stringent than, the terms and conditions set forth herein. Seller shall undertake all reasonable efforts to ensure that any such contractor can comply, and is in compliance, with the terms and conditions set forth herein. Seller shall, at any and all times, remain liable to Enpro for any and all acts or omissions of its contractors. Upon termination of the services, Seller shall, within a maximum period of sixty (60) calendar days and at Enpro's choice: (i) return to Enpro all Enpro Data and all copies thereof by secure file transfer in such a format as required by Enpro, or (ii) destroy, and certify the destruction of, all other copies of Enpro Data, unless storage of such data is required by law. The parties shall, where appropriate and in good faith, negotiate and execute a data processing agreement governing the collection and processing of personally identifiable information. For purposes of this paragraph/section, (i) the term "Enpro" means Enpro Inc., which is the ultimate parent company of Buyer; and (ii) "Enpro Data" means all sensitive, confidential, and/or proprietary information and data of Enpro and its affiliates, including Buyer (including personally identifiable information), in any form or format, that Seller has access to, or otherwise processes, for, or on the behalf of, Enpro and/or Buyer.

26. GRATUITIES. Seller represents and warrants to Buyer that Seller has not offered or given any employee, agent, or representative of Buyer, or any government, any gratuity with the intent of securing any business from Buyer or favorable treatment under any agreement with Buyer. Any breach of this warranty shall be a material breach of the terms and conditions of each and every Contract between Buyer and Seller.

27. WAIVER AND MODIFICATION. No alterations, amendments or modifications to this Contract shall be binding unless agreed to in writing by Buyer. Should Buyer by any words, acts or writing, waive or be deemed to have waived any of the provisions of this agreement, or should Buyer fail to insist upon performance by Seller of one or more of the terms herein, such action or failure on Buyer's part will in no way be deemed to imply or otherwise constitute a waiver of any other terms contained in this Contact. Buyer's failure to exercise a right or remedy or Buyer's acceptance of a partial or delinquent performance shall not be deemed to be a waiver of any of Buyer's rights or Seller's obligations under this Contract and shall not constitute a waiver of Buyer's right to declare an immediate or a subsequent default.

28. SEVERABILITY. If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. If any invalid, unenforceable or illegal provision of the agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

29. SURVIVAL. The parties acknowledge and agree that the Terms and Conditions are intended to govern the rights, duties and obligations of the parties following the closing. Accordingly, this Agreement shall survive and shall not be deemed merged into, the execution or delivery of any Product.

30. CUMULATIVE REMEDIES. Nothing herein shall limit Buyer's rights in law or equity for damages resulting from the delivery of any Products. The remedies provided herein are cumulative and are in addition to any other remedies provided at law, or in equity, and nothing herein shall be construed as prohibiting Buyer from pursuing any other remedies at law or in equity available to it for any breach or threatened breach of these Terms and Conditions, all of such remedies being cumulative in every respect. No waiver of any breach or violation hereof shall be implied from forbearance or failure by Buyer to take action thereon.

31. GOVERNING LAW AND DISPUTE RESOLUTION.

a. Choice of Law: It is expressly agreed and understood that this agreement shall be governed and interpreted under the laws of North Carolina, without regard to its conflict of law provisions.

b. Forum: Seller agrees that any action brought by Seller against Buyer related to or arising from this Contract shall be brought, heard and determined exclusively in either the state or federal courts located in Charlotte, North Carolina. Seller irrevocably consents to jurisdiction and venue in the state and federal courts located in Charlotte, North Carolina, for any action brought by Buyer. Provided, however, that Buyer may pursue claims against Seller in any competent court having jurisdiction over Seller.

c. Continued performance: Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this order, Seller shall proceed diligently with the performance of the order in accordance with decision of the Buyer.

32. LIMITATIONS ON BUYER'S LIABILITY.

IN NO EVENT SHALL BUYER BE LIABLE TO SELLER FOR ANTICIPATED PROFITS OR FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT IN NO EVENT SHALL BUYER'S DAMAGES EXCEED THE FACE VALUE OF THE INDIVIDUAL PURCHASE ORDER(S) TO WHICH SELLER'S CLAIMS RELATE.

33. FORCE MAJEURE.

Buyer shall not be responsible or liable in damages or otherwise for delays or failure in performance when caused by circumstances, of every nature and description and however arising, beyond Buyer's reasonable control, including, without limitation, fire, flood, acts of God or the public enemy, strikes, labor difficulties, disease or pandemic, acts of governmental or military authority (each "Force Majeure Event"). Buyer may delay delivery or acceptance occasioned by a Force Majeure Event. Seller shall hold such Products at the direction of Buyer and at Seller's cost, and shall deliver them when the cause affecting the delay has been removed.

34. RIGHT TO AUDIT.

Buyer, its customer and regulatory authorities shall have access to the facility to inspect material, records, correspondence, receipts, vouchers and memoranda, etc., of Seller, Seller's subcontractors

or any other entity used by Seller in performing this Contract. Seller, Seller's subcontractors or any other entity used by Seller in the performance of this Contract shall preserve all such records for a period of three (3) years after final payment hereunder, or such longer inspection period as may be specified in the Contract or Buyer's request for quotation. Seller shall provide for such right to audit by Buyer, their customer and regulatory authorities in all contracts with subcontractors and other entities relating to this Contract. A mutually agreed upon independent auditor or accounting organization may inspect Seller's records for purposes of verifying such Fees paid, provided that such audit shall occur no more than once in a calendar year, upon reasonable notice to Seller, and subject to reasonable confidentiality measures.

35. INSURANCE.

Seller will acquire and maintain commercial general liability, automobile liability, and worker's compensation insurance with such insurance carriers as may be reasonably acceptable to Buyer and in such amounts as Buyer shall reasonably require. Seller will, if requested by Buyer, furnish certificates of insurance from its carriers for the aforementioned types of insurance naming Buyer as an additional insured, and will not cancel such policies without 30 days prior written notice to Buyer.

36. MISCELLANEOUS.

a. Buyer and Seller are independent business entities. Nothing in this Contract shall be construed to create a partnership, joint venture, or any other relationship than that of a customer and supplier. Nothing in this Contract shall be construed to create a distribution or franchise relationship. Buyer shall have no obligations to Seller other than as specified in this Contract. Buyer retains sole discretion to place any future orders with Seller.

b. Unless authorized by Buyer in writing, the names of Buyer, its parent, subsidiaries and/or affiliated corporations or any of their trademarks shall not be used by Seller.

c. No news release, public announcement, denial or confirmation of same or any part of the subject matter of this Purchase Order or any phase of this Purchase Order shall be made without the prior written approval of Buyer.

d. A person who is not a party to this Contract shall have no rights under or in connection with it.