



Standard Purchase Terms & Conditions

1. APPLICABLE CONTRACT PROVISIONS.

These terms and conditions apply to any order issued by Riedon, or any affiliates, subsidiaries, successors or assigns, to the "Seller" and the "Buyer" and shall apply to any person, firm or company to whom the Order is addressed. "Materials" means all the products and/or services to be supplied by Seller under the Order. "Order" means the purchase order issued by Buyer for the supply of Materials, which may be an oral communication or a written or electronic communication, and may also include particular shipping instructions and/or other specifications required by Buyer for the Materials.

These terms and conditions, together with the Order, constitute an offer by Buyer to purchase the Materials from Seller pursuant to the terms and conditions described herein. This offer is not an acceptance or a confirmation of any previous offer or proposal from Seller, and this offer shall be deemed to be a rejection and withdrawal of any such offer or proposal from Seller.

Seller's acceptance of any shipment of the Materials shall not be construed as an acceptance of any such previous offer or proposal or an acceptance of any different or additional terms proposed by Seller. This offer shall become an "Agreement" upon acceptance by Seller. Seller shall be deemed to have accepted this offer by Seller's shipment of the Materials to Buyer, by written acceptance of the Order, by delivery of the Materials to Buyer, or by any other act or communication constituting legal acceptance, whether or not any such acceptance or confirmation purports to state terms additional to or different from those stated herein. Buyer hereby expressly objects to and rejects any such additional or different provisions, and none of such provisions shall be deemed to be a part of this Agreement unless specifically stated to be so by Seller.

2. SALE OF MATERIALS.

Seller agrees to sell, transfer the Materials to Buyer for the purchase price set forth in the Order, subject to all of the covenants, terms and conditions hereof.

Buyer agrees to purchase the Materials, subject to all of the covenants, terms and conditions hereof, and to pay Seller the purchase price for the Materials as set forth in the Order and other material errors in the Order are subject to correction. Buyer reserves the right at any time to modify the Order upon notice to Seller. Upon such notice, Buyer and Seller shall negotiate an equitable adjustment in price and/or time of performance. Buyer shall have the right to stop all or part of the work under the Order or cancel any delivery of any Materials upon notice to Seller.

Seller warrants that the Materials are free from all liens, claims and all purchase orders of goods and/or services. Seller further agrees it will clearly reference the purchase order number on the applicable invoice(s). Seller acknowledges that any invoice submitted to Buyer that does not clearly reference Buyer's corresponding purchase order number may be considered invalid by Buyer and may result in delayed payment.

Seller warrants that the Materials shall be invoiced at the price set forth in the Order. Unless otherwise specified on the Order, payment of the purchase price shall be due seventy-days after the later of Buyer's receipt of Seller's correct invoice for such shipment or the date on which the Materials are received by Buyer. Seller agrees that it will take no adverse action against Buyer for any failure to pay for the Materials until Buyer has received the invoice or accurately invoiced Buyer.

The purchase price for the Materials shall include all taxes, customs duties, customs fees or other governmental charges due with respect to the Materials. Buyer shall, however, pay for any taxes that it is statutorily required to pay. Seller shall provide Buyer with documentation satisfactory to Buyer that establishes Buyer's responsibility for payment of such taxes. Buyer shall be obligated to pay any such taxes, including without limitation, packing, crating, cartage and freight costs.

Buyer may set off any amount owing at any time from Seller to Buyer or any of its affiliates against any amount payable at any time by Seller to Buyer.

3. SHIPMENT, DELIVERY AND ACCEPTANCE

Seller shall deliver the Materials F.O.B. to the place designated for shipment by Buyer in the Order. Seller shall follow any shipping instructions provided by Buyer and shall properly and carefully package the Materials for shipment. Any loss or damage, whenever occurring, which results from Seller's improper packaging or crating of the Materials shall be the responsibility of Seller. In the event of the contrary, title to and risk of loss of the Materials shall pass to Buyer upon receipt of the same by Buyer, and any rightful rejection or revocation of any Materials by Buyer shall immediately shift the risk of loss of such Materials, wherever located, to Seller. Seller agrees that any contrary provisions of Sections 2-509 and 2-510 of the Uniform Commercial Code shall not apply to this Agreement.

All items shipped shall be properly identified with Buyer's other identification number shown. Seller accepts full responsibility for the completeness and accuracy of all transport and customs documentation (Shipping Documents) provided to Buyer. Seller accepts any liabilities resulting from incomplete or inaccurate data on Shipping Documents or failure to comply with any import or export requirements.

Nothing being herein to the contrary, Buyer shall have a reasonable opportunity to inspect the Materials, if same have been delivered to Buyer's premises. Buyer shall not be deemed to have accepted any such Materials until the expiration of such reasonable time for inspection. The parties acknowledge and understand that Buyer may inspect any commercial lot of Materials consisting of numerous units of the same product by which Buyer at a later time discovers to be defective. Upon rejection or revocation of acceptance of any Materials, Seller will promptly replace or correct, at Buyer's option, any unsatisfactory units at Seller's expense, including all shipping costs. Buyer's failure to inspect or reject Materials, or payment for Materials, shall not relieve Seller of any of its obligations hereunder.

5. WARRANTY PROVISIONS.

Buyer warrants to Seller, in addition to any and all express and implied warranties provided under the Uniform Commercial Code, the Materials: (i) shall be provided in a competent, professional manner and in accordance with the highest standards and best practices of Seller's industry; (ii) shall be free of defects and fit for their intended purpose; (iii) shall conform to and perform in accordance with all specifications, drawings, samples and other requirements referred to in the Order and provided by Seller; (iv) when shipped shall be free from all liens, security interests and encumbrances of any type whatsoever; and (v) shall be manufactured, produced, labeled, with all and delivered to Buyer in full and complete compliance with all applicable laws and regulations, including but not limited to the Robinson-Patman Act, the Fair Labor Standards Act of 1938 as amended by Executive Order No. 11248 (Equal Employment Opportunity), Executive Order No. 11458 and 11625 (Utilization of Minority Business Enterprises), Executive Order No. 11701 (Lifting of Job Openings for Disabled Veterans and Veterans of the Hawaiian Islands), Executive Order No. 11758 (Employment of the Federal Hazardous Substances Act, the Federal Food, Drug, and Cosmetic Act of 1975, the Federal Insecticide, Fungicide and Rodenticide Act, the Occupational Safety and Health Act of 1970, the Toxic Substances Control Act, Section 1502 of the Dodd Frank Wall Street Reform and Consumer Protection Act of 2010, any laws regarding slavery and human trafficking in any country in which Seller is doing business, and all rules, regulations, orders, and orders of the Federal Reserve Bank of New York, as from time to time promulgated and amended.

Seller agrees to cooperate with any audit conducted by Buyer or at Buyer's direction to confirm that the Materials are being generated without reliance on child labor, slave labor or human trafficking. Furthermore, as requested by Buyer, Seller agrees to execute and provide any and all information, documents and procedures in its supply chain as are necessary to comply with its obligations herein.

Seller shall give Buyer reasonable advance written notice of any production change related to the Materials, including but not limited to any change in the manufacturing process, formulation, raw materials or production location. For any change that could affect performance or the quality of the Materials, Seller shall provide a qualification processes of Buyer and address Buyer's concerns about the change.

Seller shall be deemed to be in default hereunder if it violates any of the terms hereof or fails timely to perform any of its covenants, duties or obligations hereunder, or if it performs or fails to perform any of its obligations hereunder, or if it breaches or otherwise, which gives Buyer reasonable cause to believe that it has breached or will breach its obligations hereunder.

Upon default by Seller hereunder, Buyer may exercise any or all of the following rights and remedies. In addition to such other rights and remedies as may be provided hereunder or under applicable law: (i) reject or revoke acceptance of any or all of the Materials; (ii) reject or revoke acceptance of any or all of the Materials; (iii) reject or revoke acceptance of any or all of the Materials; (iv) terminate this Agreement without any obligation whatsoever with respect to Materials not yet delivered to Buyer at the time of such termination. Buyer's decision to pursue any one such remedy shall not be deemed to be an election not to pursue any other remedy at the same time or at any other time.

7. INDEMNIFICATION.

Seller agrees to indemnify and hold Buyer harmless from and against any and all claims, losses or expenses, including reasonable attorney's fees, arising out of or in connection with Seller's breach of any of its obligations hereunder. Seller agrees to indemnify and hold Buyer harmless from and against any and all claims, losses or expenses, including reasonable attorney's fees, arising out of or in connection with Seller's breach of any of its obligations hereunder. Seller agrees to indemnify and hold Buyer harmless from and against any and all claims, losses or expenses, including reasonable attorney's fees, arising out of or in connection with Seller's breach of any of its obligations hereunder. Seller agrees to indemnify and hold Buyer harmless from and against any and all claims, losses or expenses, including reasonable attorney's fees, arising out of or in connection with Seller's breach of any of its obligations hereunder.

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This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without regard to conflict of laws principles. This Agreement shall be subject to the Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Seller hereby consents to the exclusive jurisdiction and venue of the Federal and state courts located in the state of California as the exclusive forum for the resolution of disputes.

Seller shall not advertise, publicly announce or provide to any third party any information relating to the existence of this Agreement or use Buyer's name in any way for the purpose of advertising, marketing or advertising purposes, without Buyer's prior written consent. All information, drawings, material, goods, equipment, apparatus or documents disclosed or delivered to Seller by Buyer or arising from work or services done for Buyer, and also all knowledge of any business relationship between Seller and Buyer shall be treated by Seller as confidential proprietary information of Buyer.

Seller shall not, without Buyer's prior written permission, by an officer of Buyer, Seller or any other person, use any information, drawings, material, goods, equipment, apparatus or documents for the manufacture or production of products or components for any other party or for Seller's own use. Such obligation shall not apply to any information, material, goods, equipment or apparatus which Seller establishes (a) is available and accessible to the public through no fault of Seller, or (b) is disclosed to Seller by a third party on a non-confidential basis. The title to any tangible property, including but not limited to material, goods, equipment, apparatus, documents, and literary property (e.g., drawings, manuscripts, artwork, motion pictures, video programs, and computer software), provided to Seller by Buyer shall remain the property of Buyer. Seller shall not, without Buyer's prior written permission, use any information, drawings, material, goods, equipment, apparatus or documents for the manufacture or production of products or components for any other party or for Seller's own use.

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