

# ***Purchase Order Terms & Conditions***

1. **GENERAL.** This order is placed subject only to the terms and conditions as set forth herein and otherwise as the parties may from time to time by written instrument, agree. An acknowledgment which contains terms in addition to or inconsistent with the terms and provisions of this order, or a rejection of any terms thereto is made in writing by the Parties. However, performance by Seller, in the absence of written agreement shall constitute Seller's acceptance of this order and all its terms and provisions. Any and all of the rights and remedies conferred upon Purchase under this order shall be cumulative and in addition to and not in lieu of the rights and remedies granted by law upon Seller's default.
2. **PRICE.** Seller agrees that the per unit prices set forth on the face of this order is firm, not subject to increase, and includes all applicable taxes with respect to the products covered by this order. Upon submission of properly certified invoices Purchaser shall pay the price stipulated on the face of this order for material delivered and accepted as provided in this order. Unless otherwise specified by Purchaser in writing, partial payments will not be made, nor will drafts be honored or C.O.D. Shipments accepted. Each invoice issued as a result of this Purchase Order shall conform to the following:
  - a. shall be rendered separately for each delivery.
  - b. shall not cover more than one Purchase Order, and;
  - c. shall contain the Purchase Order number under which it is issued;

Each invoice payment term will be calculated from the date the invoice is received by the Purchaser.

3. **EXTRA CHARGES AND TRANSPORTATION.** Unless otherwise agreed to in writing, the order price is to cover the net weight of material and includes all charges for performing this order including but not limited to, the costs of boxing, packing, crating, cartage, and transportation, drayage and storage. Transportation charges on goods sold, delivered at destination must be prepaid whenever possible. Unless otherwise specified in this order, the order price includes all costs incurred or to be incurred by Seller, including without limitation costs of all property, such as gauges, dies, models, patterns and tools, that may be obtained or are required by Seller for the manufacture, fabrication or assembly of the goods ordered herein.
4. **DEFAULT.** Time is of the essence in this agreement and if, for any reason, Seller fails to make timely delivery of the goods ordered by Purchaser in merchandise condition and in conformance with Purchaser's specifications, blueprints drawings and data or Seller's samples, if any, Seller shall be in default and Purchaser, at its option, may, without incurring liability either approve or revise delivery schedule or terminate all or any portion of this order, except as provided in the provision of this order entitled "Excusable Delays." Seller shall be liable to Purchaser for excess costs and other damages occasioned Purchaser due to Seller's default.
5. **EXTRAS.** Except as otherwise provided in this contract, no payments for extras shall be made unless such extras and the price thereof have been authorized in writing by the Purchaser.
6. **WARRANTIES.** By accepting this order Seller warrants that the items to be furnished hereunder will be:
  - a. in full compliance with Purchaser's specifications, blueprints, drawings and data or Seller's samples, if any.
  - b. Merchantable and fit for use intended by Purchaser, and
  - c. free from actual or claimed patent copyright, or trademark infringement Seller warrants title to the items.
  - d. Seller agrees that the warranties herein contained shall be in addition to any warranties
    - i. expressly provided under the Uniform Commercial Code as adopted by the State of Utah
    - ii. implied under the Uniform Commercial Code as adopted by the State of Utah
    - iii. expressly made by Seller and
    - iv. shall survive following acceptance and payments by Purchaser.

The warranty period is for one year after delivery unless otherwise stated on the face of this order.

7. **INSPECTION.** Each and every item purchased hereunder is subject to Purchaser's inspection and approval at any place that Purchaser may reasonably designate. Purchaser expressly reserves the right without liability hereunder or otherwise to reject and refuse acceptance of items which do not conform in all respects to:
  - a. any instructions contained herein,
  - b. Purchaser's specifications, drawings, blueprints and data or Seller's samples, if any, and
  - c. Seller's warranties and each of them whether such warranties be expressed or implied.
  - d. Product with expiration dates must have a shelf life of 80% or greater upon receipt.

With respect to any items which do not so conform, Purchaser may in Purchaser's sole discretion hold such items for Sellers instructions at Seller's risk upon notification to seller or return such items to Seller at seller's expense. Payment for any items shall not be deemed an acceptance hereof.

8. **CHANGES.** Purchaser reserves the right at any time to change any one or more of the following:
- a. specifications, drawings, blueprints and data incorporated in this order where the items to be purchased are to be specifically manufactured for the Purchaser,
  - b. method of packaging, packing or shipment.
9. **INDEMNIFICATION.** Seller shall indemnify and hold Purchaser harmless from any claim, demand, libel, cause or action or damage, for which Purchaser might become liable arising from or in connection with Seller's performance hereunder. In addition to any indemnification as provided hereunder, if by virtue of a patent infringement suit an injunction shall issue against Purchaser which prohibits or limits the use of any items purchased hereunder. Seller, at Purchaser's request, shall supply Purchaser with non-infringing replacement items of a similar kind and quality.
10. **PATENTS.** Seller agrees to defend at Seller's own expense all suits, actions or proceedings in which Purchaser, any of Purchaser's distributors or dealers, or the users, lessees or customers of any of Purchaser's products are made defendants for actual or alleged infringement of any copyright trademark of U.S. or forego patent resulting from the use or sale of the items purchased hereunder.
11. **BUYER'S PROPERTY.** Unless otherwise agreed in writing, all tooling, equipment or material of every description furnished to Seller by Purchaser or specifically paid for by Purchaser and any replacement thereof, or any materials affixed thereto shall remain the property of Purchaser. Such property and whenever practical each individual item thereof shall be plainly marked or otherwise adequately identified as property of SLC&H, Incorporated and shall not use such property except in filling Purchaser's orders. Such property while in Seller's custody or control shall be held equal to the replacement cost with Purchaser named as beneficiary on such policy (ies) of insurance. Such property shall be prepared for shipment and delivered in good condition; normal wear and tear expected to Purchaser F.O.B. Seller's Plant immediately upon request by Purchaser and shall bear no storage or maintenance fees of any kind without prior written authorization.
12. **COMPLIANCE WITH LAW.** Upon acceptance of this order, Seller warrants and represents that it has and will continue during the performance hereunder to comply with all relevant provisions of Federal, State and local laws and regulations. Without limiting the generality of the foregoing, Seller in accepting this order, represents that the goods to be furnished or the services to be rendered hereunder were or will be produced or performed in compliance with all applicable requirements of Section 6,7 and 12 of the Fair Labor Standards Act, as amended, and all valid and applicable regulations and orders of the Administrator of the Wage and Hour Division issued under Section 14 thereof. Seller also warrants and represents that every chemical substance delivered hereunder shall be on the list of chemical substances or have been submitted for inclusion on such list, as compiled by the Administrator. Environmental Protection Agency pursuant to the Toxic Substance Control Act.
13. **DRAWINGS.** Upon completion or termination of work by the Seller under this order, Seller shall promptly return to Purchaser all drawings, specification and other data or papers furnished by Purchaser in connection herewith, together with all copies or reprints and Seller shall thereafter make no further use either directly or indirectly of any such drawings, specifications, data or papers or any information derived therefrom without Purchaser's prior written consent.
14. **TERMINATION FOR CONVENIENCE.** Purchaser reserves the right to terminate this order for Purchaser's convenience in whole at any time or in part from time to time and to pay Seller as its full compensation under this order the order price for the portion of this order accepted by Purchaser. Purchaser may exercise this right of termination at Purchaser's discretion whether or not Seller is in default hereunder.
15. **EXCUSABLE DELAYS.** Except with respect to defaults by subcontractors, neither party shall be liable for delays or defaults due to causes beyond its control and without its faults or negligence, including but not limited to acts of God, or public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather conditions. If the delay or default is caused by the default of a subcontractor and if such default arises out of causes beyond the control of both Seller and the subcontractor, and without the fault of negligence of either of them, Seller shall not be liable for any excess costs or other damages for failure to perform unless Purchaser shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Seller to meet the required delivery schedule but nothing in this paragraph shall prevent Purchaser from terminating all or any part of this order as provided in this order.
16. **CONFIDENTIAL RELATIONSHIP.** Seller shall treat as confidential all specifications, drawings, blueprints and data supplied by Purchaser. Seller shall not disclose any information relating to this order to any third person not entitled to receive it.
17. **NON-PUBLICITY.** Seller shall not without the prior written consent of Purchaser:
- a. make any news release, public announcement, denial or confirmation of this Purchase Order or its subject matter, nor
  - b. in any manner advertise or publish the fact that Purchaser has placed this order.
18. **ATTORNEY'S FEE.** Notwithstanding any provision in this order to the contrary, in the event Seller and Purchaser are unable to resolve any dispute arising under this order any suit or other judicial proceeding is instituted or had with reference thereto the successful part in any such suit or other judicial proceedings shall be paid promptly by the other part an amount equal to the successful party's reasonable attorney's fees and costs incurred.

19. **EQUAL EMPLOYMENT OPPORTUNITY.** Seller agrees to comply with all provisions of Executive Order 11246 of September 24, 1965; and all rules, regulations, and relevant orders of the Secretary of Labor related to equality of employment opportunity which Executive Order, all regulations and orders are incorporated herein by this reference. Seller further agrees, upon request by Purchaser to promptly comply with all requests by Purchaser to execute all certifications required under Executive Order 11246.
20. **GENERAL.**
- a. If this order is given pursuant to an existing contract, it is also subject to the terms of such contract. In the event of any conflict with the provisions hereof the Contact terms shall control.
  - b. Seller shall not assign this order nor delegate its performance hereunder without the written consent of the Purchaser.
  - c. Waiver by either party of any default by the other hereunder shall not be deemed a waiver by such part of any other default.
  - d. Seller shall not change this order nor ship non-conforming items without first obtaining the written consent of Purchaser.
  - e. If at Purchaser's request any research and development is performed with respect to any of the items sold hereunder or in anticipation hereof which results in any patents, trademarks, copyrights, title thereto shall vest in Purchaser and Seller agrees upon request by Purchaser to make any assignments or do any other acts necessary to vest such title in Purchaser.
  - f. This order shall be governed by the laws of the State of Utah.
21. **CONFLICT MINERALS.** Salt Lake Cable & Harness, Inc. requests all suppliers be aware of and comply with the S.E.C Conflict Minerals provisions within the Dodd-Frank Wall Street Reform and Consumer Protection Act.
22. **COUNTERFEIT PARTS AVOIDANCE.** Salt Lake Cable & Harness, Inc. requires notification from supplier and the express written consent from Salt Lake Cable & Harness, Inc. if product is supplied through non-OCM/OEM approved/non-OCM/OEM franchised sources or from Independent/Stocking distributors without traceability to OCM/OEM flowing down to date code, lot code, serializations etc., unless otherwise specified on the Purchase Order or approved by SLC&H, Inc.
23. **SALT LAKE CABLE & HARNESS, INC. REQUIRES THE SUPPLIER TO:**
- a. Notify Salt Lake Cable & Harness of nonconforming product.
  - b. Obtain approval for nonconforming product disposition.
  - c. Notify Salt Lake Cable & Harness and obtain approval for product or process changes.
  - d. Notify Salt Lake Cable & Harness and obtain approval for supplier changes and/or manufacturing facility location changes.
  - e. Flow down to sub-tier suppliers all applicable requirements including customer requirements.
  - f. Record Retention: Objective records of inspection, test, traceability and Quality Control activities shall be maintained and available for review by Salt Lake Cable and Harness, Inc. The supplier shall maintain quality records or have access to records for a period of 7 years after final payment on a Purchase Order or as otherwise specified.
  - g. Flow Down: Supplier shall maintain complete and accurate records regarding all subcontracted Items and/or Services. Supplier's use of sub-tier suppliers shall be subject to Salt Lake Cable & Harness, Inc. prior review and approval and subject to Salt Lake Cable & Harness, Inc. quality assurance and qualification requirements. Salt Lake Cable & Harness, Inc. reserves the right to designate subcontractors and sub-tier suppliers through which Supplier must procure subcontracted Items and/or Services. No subcontracting by Supplier or utilization of a Salt Lake Cable & Harness, Inc. approved subcontractor or supplier shall relieve Supplier of its obligations under the Purchase Order. Supplier shall flow down to each sub-tier supplier, and make enforceable by Buyer, the Salt Lake Cable & Harness, Inc. provisions of Quality, Material, Insurance, Subcontracting, Right of Entry, and Compliance with Laws. Where applicable the following quality documents are required to accompany each shipment in regards to fulfilling this Purchase Order contract:
    - i. Material Certification
    - ii. Plating Certification
    - iii. Special Process Certifications (i.e. Heat Treating, Filtering, etc.)
    - iv. Any and all test reports
    - v. Manufacturer Certification of Compliance
    - vi. Certificate of Origin
  - h. Provide access to Salt Lake Cable & Harness, Customers, and Regulatory Authorities to applicable areas of all facilities, at any level of the supply chain.
  - i. Guarantee the right of access to applicable records.
  - j. Provide evidence on request that their personnel are aware of:
    - i. their contributions to product or service conformity
    - ii. their contributions to product safety
    - iii. the importance of ethical behavior.

- k. **Preservation of Product:** Supplier shall be responsible for the condition of the product until it is inspected and accepted at Salt Lake Cable & Harness. All industry standard required hazardous labels shall be applied and prominently displayed on product. Supplier shall package product to insure the integrity and protection of the product, to prevent damage during shipping. Electro Static Discharge (ESD) parts shall be packaged with ESD approved packaging. ESD parts shall be identified, labeled and packaged to prevent damage.

