

TERMS AND CONDITIONS

1. **DEFINITIONS.** The term "**Buyer**" refers to the entity listed as CornellCookson, LLC (which entity may be purchasing for itself and/or for one or more legal entities affiliated with CornellCookson, LLC, Inc.) "**Vendor**" means the company(ies) or person(s) listed as Vendor on attached Purchase Order. "**Purchase Order**" includes the original purchase order issued by Buyer in connection with the transaction contemplated hereunder, any amendments to such original purchase order made as provided herein, and any attachments issued by Buyer. "**Item**" or "**Items**" mean good, products, materials, equipment, supplies, parts, assemblies, technical data, intellectual property, drawings, art works, dyes, designs, engravings, services, or any other items covered by the Purchase Order. "**Buyer's Specifications**" means all specifications (quantitative, qualitative and otherwise), drawings, descriptions, and samples furnished or specified by Buyer pertaining to the items. All trade or shipping terms herein (i.e., FCA (Free Carrier), DDU (Delivery Duty Unpaid), DDP (Delivery Duty Paid), and EXW (Ex Works)) shall be defined in accordance with Incoterms 2000, without regard to usage of trade, course of performance or course of dealing. For each order requiring Vendor to arrange shipment the term "Ship To Address" means the "ship to" address specified per attached, and "Receipt Date" means the date specified per attached on or by which such items must be received by Buyer at the Ship To Address.
2. **OFFER AND ACCEPTANCE OF PURCHASE ORDER.** This Purchase Order constitutes Buyer's offer to Vendor, and shall become a binding contract upon the earlier of (1) Buyer's receipt of Vendor's written acknowledgement of this Purchase Order, unless such written acknowledgement contains a different price, terms, conditions, Receipt Date, or item type or description, in which case there shall be no binding contract until Buyer issues an amended Purchase Order accepting such different terms, or (2) for FCA shipments, Vendor's completion of delivery and loading (as applicable) of conforming items to the specified location for shipment already cleared for export, or (3) for DDU or DDP shipments, Vendor's shipment to the Ship To Address of conforming items for receipt by Buyer on the Receipt Date. Buyer shall not be deemed to have accepted or be held responsible for any items (a) shipped to or received by Buyer without a corresponding written Purchase Order, (b) which, upon receipt by Buyer, are found to be defective or do not conform to Buyer's Specifications for any reason, or (c) shipped based on DDU or DDP terms which are not shipped to the correct Ship To Address or on the specified Receipt Date. Buyer shall have the right to reject any items that, upon inspection by Buyer, are determined to fail to conform to Buyer's Specifications. All items supplied by Vendor hereunder shall be deemed to be accepted by Buyer (A) upon Buyer's issuance of a written notice of acceptance, or (B) ninety (90) days after Buyer's receipt of those items in accordance with the applicable shipping terms (such as FCA, DDU, DDP, or EXW), whichever is earlier. Vendor shall include a bill of lading, or equivalent tracking documentation, with each shipment and all Item(s) will be marked with the Purchase Order number. If a bill of lading, or equivalent tracking documentation, is not included, Vendor must demonstrate by clear and convincing evidence that all Item(s) were shipped. Vendor shall bear any risk or loss and pay all costs incurred in connection with shipment. Payment to Vendor or Buyer's failure to inspect or reject shall not be construed as an acceptance of any shipment, and Buyer reserves the right to hold Vendor liable for unsatisfactory or defective goods. Vendor shall bear any risk or loss and pay all costs incurred in connection with the return of any defective or nonconforming items rejected by Buyer in accordance with this Section 2.
3. **CHANGES TO PURCHASE ORDER.** Each of the terms and conditions of sale contained in this Purchase Order is an essential, integral part of Buyer's offer to purchase the items. No additions, deletions, substitutions, or other modifications to this Purchase Order shall be made except pursuant to an amended Purchase Order issued by Buyer that contains Buyer's revision number and date and restates all terms and conditions hereof. This Purchase Order is specifically conditioned upon Vendor's acceptance of the terms and conditions herein. Any additional or conflicting terms, and any other proposed modification to this Purchase Order, as set forth in Vendor's written acknowledgement, invoice or any other agreement or communication from Vendor, are hereby rejected by Buyer and shall not become part of the contract between Vendor and Buyer. Under no circumstances shall Buyer's receipt of Vendor's Items be deemed to constitute consent to any unauthorized modification of the Purchase Order. In the event of Vendor's non-conforming performance hereunder without Buyer's issuance of an amended Purchase Order as provided per attached, Vendor shall be deemed to have accepted the original terms and conditions contained in the Purchase Order.
4. **CORRESPONDENCE AND COMMUNICATIONS.** All correspondence, acknowledgements, notices, consents, and other communications related to this Purchase Order shall be in writing, and shall be addressed to Buyer's Purchasing Representative or Vendor, respectively, at the corresponding addresses listed on the first page hereof and send via email or via nationally-recognized courier, return receipt requested. A notice or other communication shall be deemed effective upon receipt or in the case of refusal to accept or inability to deliver the notice or other communication, the earliest of (a) the date of the attempted delivery or refusal to accept delivery, (b) the date of the postmark on the return receipt, or (c) the date of receipt of notice of refusal or notice of non-delivery by the sending party.
5. **TERMINATION OF PURCHASE ORDER.** If Vendor: (a) fails to deliver or ship the Item(s) in conformance with the requirements of this Purchase Order; (b) fails to deliver goods within the time specified; (c) becomes insolvent; or (d) breaches any provision of this Purchase Order or violates any law, Buyer reserves the right to immediately cancel this Purchase Order, or any part of it, for cause and without prejudice to any other rights Buyer may have hereunder, at law or in equity. Vendor also agrees that Buyer may return part or all of any shipment in the event of Vendor's failure to deliver or ship the Items as specified in this Purchase Order, and may charge Vendor with any expense sustained by the Buyer. Buyer's acceptance of all or part of any shipment by Vendor shall not constitute a waiver of Buyer's rights and remedies available hereunder, at law or in equity. Buyer reserves the right to terminate this Purchase Order without cause immediately upon written notice, in which case Buyer will pay for conforming goods or services accepted by the Buyer. In the event of Vendor's failure to deliver a shipment due to circumstances out of its control, including but not limited to, an act of God, war, civil disturbance, court order, labor dispute, third party nonperformance, or other cause beyond its reasonable control, including failures or fluctuations in electrical power, heat, light, air conditioning, or telecommunications equipment which it could not have prevented by reasonable precautions, Buyer shall have the right to terminate this Purchase Order without prejudice if the delivery delay exceeds 60 days.
6. **SHIPMENT OF GOODS, RISK OF LOSS AND TRANSFER OF TITLE.** Unless a different standardized trade or shipping term is specified per attached, all terms shall be shipped to Buyer and risk of loss or damage shall transfer from Vendor to Buyer based on FCA (Free Carrier) Vendor's warehouse. Title to the goods shall transfer from Vendor to Buyer at the same point in time when risk of loss transfers. Vendor agrees to promptly pay Buyer for any difference in freight costs or other costs incurred by Buyer because of Vendor's failure to abide by the terms in this Purchase Order. Unless otherwise specified per attached, Vendor shall not charge Buyer for packing, breaking, crating, carting, freight, express, storage or special handling of items or any other costs incurred before Vendor delivers the Items into the custody of Buyer or Buyer's designated carrier, as applicable. For FCA, DDU, and DDP shipments, Vendor shall be solely responsible and shall pay all costs required to obtain customs clearance for the Items in the country of export, and for DDP shipments, Vendor shall be solely responsible for all costs required to obtain customs clearance in the country of import. All items shall be suitably labeled and packed to secure the lowest transportation costs and in compliance with the National Motor Freight Classification rules (for United States shipments) or similar laws and regulations in any other country or jurisdiction that apply to the shipment. Items shall be transported in conformance with any other laws and regulations that may apply, including those governing the shipment of dangerous or hazardous materials. All items shall be described on bills of lading, waybills, manifests, and other shipping documents in accordance with current air, rail, motor freight, or ship classifications rules, whichever is applicable. Buyer's Purchase Order number, the quantity of Items shipped, Buyer's side-mark, the unit price of the Items, and a description of the Items must be plainly marked on each and all packages, boxes, bills of lading, shipping orders, packing lists, and correspondence related to this Purchase Order, or Buyer may return such non-conforming Item to Vendor at Vendor's expense. Conforming packing lists shall accompany each individual box or package. Except as consented to by Buyer in an amended Purchase Order, Vendor shall not ship any Items for arrival at the Ship To Address before the Receipt Date. Vendor shall deliver or ship the exact quantities ordered.
7. **VENDOR WARRANTIES.** In addition to any other warranties offered by Vendor, Vendor warrants that all Items will (1) conform to Buyer's Specifications, and (2) be merchantable, of good workmanship and materials, fit for the particular purpose or purposes for which intended, and free from defect, claim encumbrance or lien. Unless manufactured pursuant to design furnished by Buyer, Vendor assumes design responsibility and warrants the Items will be free from design defect and suitable for the purpose intended by Buyer. If items furnished by Vendor do not meet the warranties specified or otherwise applicable and Buyer provides written notice of such non-conformance to Vendor within the longer of ninety (90) calendar days after the date of Buyer's receipt of those Items in accordance with the terms of this Purchase Order, Vendor's warranty period accompanying the product(s) provided, or period provided in any Vendor-provided quote, then Vendor shall, at its sole expense, repair or replace those non-conforming Items, or shall provide Buyer with a full refund of the purchase price for those Items and any related freight costs borne by Buyer, as Buyer shall elect. Buyer's approval, acceptance, use, or payment for, all or any part of the Items shall in no way waive, limit or otherwise affect its warranty rights, whether or not breach of warranty has become evident at that time. All of Vendor's warranties hereunder shall be to the maximum extent provided by law, and shall survive termination of this Purchase Order for any reason.
8. **PAYMENT TO VENDOR.** Unless otherwise stated in an accepted quotation or written agreement between the parties, Buyer shall have no legal obligation to pay the purchase price or any portion thereof, for any Items covered by this Purchase Order until after Buyer: (1) for each order of Items made herein, provides written verification of receipt of conforming Items delivered or shipped in accordance with the terms of this Purchase Order; and (2) receives from Vendor an invoice that complies with the following minimum requirements: (a) the invoice is received by Buyer at the "Bill To" address indicated per attached, (b) the invoice pertains only to this Purchase Order, and (c) the invoice includes the Purchase Order number, the quantity of Items shipped, the unit price of the Items and a description of the Items in the same form as contained in this Purchase Order. Any invoices from Vendor that do not comply with these minimum requirements may be returned to Vendor by Buyer for correction, and Buyer shall be under no obligation to make payment on such non-compliant invoices. Delays and errors in invoices may be considered cause for delaying payment without losing any applicable discounts. Buyer may deduct all costs and damages from any unpaid invoices.
9. **CASH DISCOUNTS.** This section 9 will apply only in the event that the "Payment Terms" set forth per attached provide for a cash discount of the purchase price if payment is made by Buyer within a specified time period. In paying Vendor based upon Vendor's invoice, Buyer's cash discount period will begin, for each order of Items made herein, (1) on the date of conforming Items in accordance with the terms of this Purchase Order, or (2) on the date of receipt of an acceptable invoice at Buyer's "Bill To" address, whichever is later, and not from the date stated on the invoice. Vendor invoices sent to Buyer with payment terms that conflict with those listed in this Purchase Order will be paid according to the terms most favorable to Buyer and at Buyer's sole discretion. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing (if by check) or on the date Buyer executes a wire transfer or electronic funds transfer, as applicable, not the date of settlement.
10. **EXCLUSIVE RIGHT OF OWNERSHIP BY BUYER.** Vendor warrants that the Items do not infringe or violate any intellectual property or other proprietary right of any third party. To the maximum extent permitted by applicable law, Vendor agree that all right, title and interest in and to, including the right of immediate possession of, all Items and any related technical data, intellectual property, drawings, art work dyes, designs, engravings, plans, or any other materials furnished or paid for by Buyer, directly or indirectly, shall be and remain with Buyer. To the maximum extent permitted by applicable law, Buyer shall retain such right, title and interest at all times in and to such Items, all of which, including copies, upon Buyer's request or upon Vendor's completion of performance under this Purchase Order, shall be promptly returned to Buyer by Vendor.
11. **CONFIDENTIALITY.** Without the prior written consent of one of Buyer's officers or directors, Vendor shall not disclose any confidential information of Buyer to any third party, including – but not limited to – (a) the terms and conditions of, or any other information related to, this Purchase Order; (b) all commercial, financial, or technical information supplied by Buyer, including but not limited to, drawings, designs, specifications, data, manufacturing processes, forecasts, orders and pricing; and (c) the fact that Buyer has purchased Items from Vendor. For the avoidance of doubt, Vendor shall be prohibited from using Buyer's identity or logo in Vendor's marketing materials. Vendor's obligation to protect Buyer's confidential information shall survive this Purchase Order. Vendor's confidentiality obligation will not apply to information that is otherwise publicly known, or to information that Vendor is compelled to disclose by judicial or government order if Vendor gives Buyer prompt and sufficient prior notice of such order.
12. **INDEMNITY.** Vendor agrees to immediately indemnify, defend, and hold Buyer and its affiliated entities, and their respective employees, agents, and representatives ("Indemnified Parties"), harmless from any and all claims, damages and liability, including, but not limited to, legal fees and court costs, for injuries or death to persons and for damage to, or destruction of, property caused by or resulting from the acts or omissions of Vendor, its agents, suppliers, or employees in the performance of – or obligations/requirements/representations under – this Purchase Order, including product liability claims and liabilities caused by, resulting from, or related to, the items supplied by Vendor under this Purchase Order, and, at Buyer's option, Vendor shall defend, at Vendor's expense, all suits or proceedings arising out of the foregoing. In addition, Vendor shall indemnify, defend, and hold harmless the Indemnified Parties from any and all claims, liability, loss, legal fees, costs and expenses resulting from or on account of any and all claims, suits, or judgments brought or awarded against an Indemnified Party as a result of the use, reproduction, distribution, sale or other exploitation of such Items in violation of rights under any patent, copyright, trademark, droit moral, moral rights of authors, personal rights, or other intellectual property or proprietary right, or application for the same. Vendor agrees that it will carry policies of insurance with a "A" rating or higher as follows and will not terminate such policies while any obligations remain under this Purchase Order: (a) workmen's compensation insurance for its employees or agents; (b) comprehensive general liability insurance, including contractor's protective and completed operations, covering bodily injury (\$2,000,000/\$2,000,000) and property damage (\$500,000/\$500,000); (c) comprehensive automobile personal injury liability and property damage liability insurance covering owned and non-owned vehicles, with bodily injury limits (\$250,000/\$500,000) and property damage limit (\$100,000); (d) umbrella liability insurance, subject to a limit of at least \$5,000,000 per

occurrence and in the aggregate, applying excess over the coverage indicated above. Vendor will provide insurance certificates prior to entry upon Buyer's premises or otherwise upon request.

13. **LIMITATION OF LIABILITY – LIABILITY FOR ACTUAL DAMAGES ONLY:** EXCEPT IN CONNECTION WITH VENDOR'S BREACH OF CONFIDENTIALITY, FRAUD, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR INDEMNIFICATION OBLIGATION OWED TO BUYER, EACH PARTY WAIVES ANY RIGHT TO CLAIM AGAINST THE OTHER PARTY FOR INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST OPPORTUNITIES, LOST PROFITS FROM THIS TRANSACTION OR ANY OTHER TRANSACTION, OR LOST SAVINGS, ARISING OUT OF OR RELATING TO ACTS OR OMISSIONS UNDER, REGARDLESS OF THE FORM OF ACTION, AND EVEN IF REASONABLY FORESEEABLE OR IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VENDOR AGREES THAT ITS SOLE RECOURSE FOR CLAIMS ARISING FROM OR RELATING TO ANY PURCHASE ORDER WILL BE AGAINST ONLY BUYER OR ITS SUCCESSORS AND ASSIGNS. IN NO EVENT WILL THE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR CUSTOMERS OF BUYER AND ITS AFFILIATES BE PERSONALLY LIABLE OR BE NAMED AS PARTIES IN ANY ACTION BY VENDOR. VENDOR FURTHER AGREES THAT IT WILL STIPULATE TO A DISMISSAL WITH PREJUDICE OF ANY CLAIMS BROUGHT CONTRARY TO THIS SECTION.
14. **SET-OFF:** Buyer may offset any amounts owed to it by Vendor, whether or not due, against any of Buyer's monetary obligations to Vendor at any time upon written notice to Vendor.
15. **ASSIGNMENTS AND SUBCONTRACTS BY VENDOR.** Neither this Purchase Order nor any resulting duty or right shall be delegated or assigned by Vendor without the prior written consent of Buyer. Buyer shall not unreasonably withhold its consent for Vendor to assign any claims for monies due or to become due under this Purchase Order, provided Vendor notifies Buyer in writing of its intent to make such assignment, Vendor remains fully liable for any non-payment and guarantees payment, and the assignee can legally accept payment. Vendor agrees that it will not subcontract the design, manufacture or production of Items, or any material components thereof, without Buyer's prior written consent. Any attempted assignment or delegation by Vendor not made in accordance with the terms and conditions of this Section 12 is void, and will have no effect. To the maximum extent permitted by applicable law, Buyer may freely assign this Purchase Order and any or all of its rights and remedies hereunder, and may delegate any or all of its duties hereunder, without notice or other restriction.
16. **ENDORSEMENT, SOLICITATION.** Vendor shall not claim or imply in any way whatsoever to any third party the endorsement by Buyer or Vendor or of any Items sold by Vendor. Vendor shall not circularize, solicit, or advertise in any way to the business units or legal entities affiliated with CornellCookson LLC unless written permission is first obtained from Buyer or the relevant legal entity.
17. **COMPLIANCE.** Buyer may at any time insist upon strict compliance with these terms and conditions, notwithstanding previous custom, practice, or course of dealing to the contrary. Vendor further represents and warrants that the Items covered by this Purchase Order shall be manufactured and sold in compliance with all applicable laws, including the requirements of the Robinson-Patman Act, the Fair Labor Standards Act, the Occupational Safety and Health Act, and the regulations pursuant to each, all applicable state and federal laws and regulations relating to anti-discrimination, and all applicable federal affirmative action rules.
18. **ENTIRE AGREEMENT.** This Purchase Order, when accepted by Vendor in accordance with the terms hereof, constitutes the entire agreement between the parties with respect to the purchase and sale of the Items covered hereby.
19. **GOVERNING LAW; JURISDICTION AND VENUE.** This Purchase Order shall be governed by the laws of the State of Pennsylvania, United States of America, without regard to principles of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods ("CISG") shall not apply to this Purchase Order. The state and federal courts located in Luzerne County, State of Pennsylvania, United States of America, will have exclusive jurisdiction over all controversies that may arise under, or in relation to, this Purchase Order, and Buyer and Vendor each consent to service and personal jurisdiction therein and waive any and all rights to any other venue to which they might be entitled to seek recourse by virtue of domicile, habitual residence or otherwise.
20. **TIMING.** Time is of the essence under this Purchase Order. If Vendor does not deliver within the time specified under this Purchase Order, Buyer reserves the right to cancel this Purchase Order or reject any late deliveries without prejudice. In any event, Vendor shall notify Buyer immediately of any potential delays, and Buyer may elect to require partial or express shipments at Vendor's expense or cancel this Purchase Order in its entirety. Notwithstanding paragraph 5 of this Purchase Order, neither party is responsible for delays or defaults due to causes beyond its reasonable control such as natural disasters or national emergency. In the case of such delay or default, Buyer, at its sole discretion, may purchase substitute materials.
21. **WAIVER.** The failure of Buyer to enforce at any time any of these terms shall not constitute a waiver or the right of Buyer to claim damages or to terminate this Purchase Order for any subsequent default.
22. **SEVERABILITY.** If a court of competent jurisdiction determines any provision(s) of this Purchase Order and its terms to be illegal, excessively broad or otherwise unenforceable, the Purchase Order and its terms shall be construed so that the remaining provisions shall not be affected thereby but shall remain in full force and effect, and any such illegal, overbroad or unenforceable provision(s) shall be deemed, without further action by any person, to be modified and/or limited to the extent necessary to render the same valid and enforceable.
23. **MASTER AGREEMENT AND QUOTATION(S).** Notwithstanding any other provision in this Purchase Order to the contrary, if this Purchase Order is being issued by Buyer pursuant to a signed master agreement between Buyer and Vendor, and any terms and conditions herein are inconsistent or incompatible with the terms and conditions in the master agreement, the master agreement shall control. Notwithstanding any other provision in this Purchase Order to the contrary, if this Purchase Order is being issued by Buyer in connection with a Vendor quotation, such quotation shall be identified on the purchase order and part of the entire agreement of the parties. To the extent of any conflict between the terms and conditions of this purchase order and the quotation, the terms of the purchase order shall control.