

G & S Bar and Wire, LLC
TERMS AND CONDITIONS OF PURCHASE
Rev. 9/20/2019

1. **ORDER AND ORDER ACCEPTANCE.** G & S Bar and Wire, LLC ("G & S") agrees to buy, and Supplier agrees to sell the materials and services (hereinafter referred to as the "Products"), in accordance with purchase orders issued from time to time (each, an "Order") and these Terms and Conditions of Purchase. The Order, together with these Terms and Conditions of Purchase and any written agreement incorporating these Terms and Conditions of Purchase, represent the entire agreement between G & S and Supplier (collectively, "Parties") with respect to the subject matter hereof. Order acceptance by Supplier shall occur by commencement of performance or by Order acknowledgment. Additional or different terms contained in Supplier's acknowledgment or any other documentation of Supplier shall be void and of no effect. Notwithstanding the foregoing, terms on the face of the Order shall prevail over any conflicting terms herein; provided that any conflicting terms in an applicable written agreement between the Parties shall prevail. None of any past practice, industry standards, course of dealing or usage of trade shall constitute an addition or modification of any term or condition herein.
2. **CHANGES.**

CHANGES TO PRODUCTS. Supplier may not change or allow to be changed the validated or agreed upon material specifications, materials of manufacture, sources of supply, manufacturing process test methods or manufacturing location without advanced written notice to G & S (which such notice shall provide sufficient time for G & S to assess the impact of such change) and G & S's written acceptance thereof.

CHANGES TO ORDER. No modifications to the Order by Supplier will be valid unless agreed to in writing by G & S and Supplier. If changes directed by G & S result in an increase or decrease in Supplier's cost or time for performance, an equitable adjustment in the price and time will be made by the Parties through written agreement, provided a request for adjustment is made by Supplier within two (2) business days after receipt of a change notice. Notwithstanding the foregoing, without any cost to G & S, G & S may reschedule any Product Orders or releases up to five (5) business days prior to the original date of shipment from Supplier; however, the rescheduled Product Order(s) or releases must not be delayed more than six (6) months from the original date of shipment.
3. **PAYMENT.** Payment is due forty-five (45) calendar days from the date of receipt by G & S of Supplier's invoice.
4. **DELIVERIES.** Deliveries shall be F.O.B. Supplier's Plant (Incoterms 2010). Places of delivery and method of shipment shall be specified by G & S in the Order or otherwise in writing. No change to the delivery destination or shipping method shall be made without G & S's written consent. All shipments to G & S must be accompanied by applicable certificates and a packing slip that identifies the Order, part number, quantity and description. If exported, Supplier shall mark Products and/or packaging with the country of origin in accordance with applicable customs regulations. In the case of orders for Products to be manufactured to specifications, Supplier may deliver up to 5 % above or 5% below any quantity so ordered, thereby completing the Order.
5. **WARRANTY.** Supplier warrants that upon delivery the Product shall meet the written, agreed upon specification(s) for the Product provided by, or prepared at the request of G & S and shall be free from defects in material, workmanship and/or design.
6. **INSPECTION AND ACCEPTANCE OF PRODUCT.** Prior to acceptance, all Products are subject to inspection and testing at G & S's discretion. Payment for Products shall not constitute final acceptance. G & S's failure to inspect Products will not relieve Supplier from responsibility for such Products to the extent they do not conform to Supplier's warranties. Acceptance shall not be deemed to affect G & S's rights or the Supplier's obligations under

Section 5. If presented with a complaint or nonconformance report from G & S, Supplier shall apply suitable corrective action.

7. **INSURANCE.** Supplier agrees to obtain and keep in effect, commercial general liability insurance with broad form coverage including product liability, completed operations insurance coverage, and blanket contractual coverage consistent with industry standards. In addition, Supplier agrees to procure, at its own expense and keep in full force and effect worker's compensation insurance as required by any state in which the work is to be performed, and employer liability or stop gap employer liability insurance limits of \$1,000,000.
8. **INDEMNIFICATION.** Supplier agrees to indemnify, defend and hold harmless G & S, its officers, agents, and employees from and against any and all demands, claims, suits, damages, loss, liability, cost or expense for any injury, death or damages sustained by any person, and for damage to property, arising under any legal theory with respect to any Products provided hereunder, except only where such injury, death or damage is caused by or results from the sole negligence of G & S. Supplier shall also indemnify and hold harmless G & S, its affiliates, subsidiaries, agents, directors, officers, and employees, and each subsequent purchaser and customer of Products, from any losses, costs, damages, and liabilities, including without limitation, any attorney's fees, court costs and fines, arising from any potential or actual claim, suit, injunction, proceeding, or investigation alleging infringement or violation of any third party intellectual property rights or license related to the Product. Supplier shall not be liable for any claim solely based on Supplier's compliance with any specification created by the G & S, unless: (i) Supplier could have complied with G & S's specification using a solution that was non-infringing; (ii) the specification was derived from, or provided by Supplier; or (iii) Supplier knew or should have known of a claim or potential claim and did not promptly notify Buyer in writing.
9. **SUBCONTRACTING.** Supplier shall not subcontract its obligations under the Order without the prior written consent of G & S. In the event Supplier utilizes subcontractors or sub-tier suppliers in producing the Products, the purchasing terms set forth herein shall be flowed down to those respective subcontractors and sub-tier suppliers.
10. **G & S PROPERTY.** G & S's property includes, without limitation, all information, designs, tooling, equipment, patterns, drawings, specifications, know-how, concepts, ideas, inventions (whether or not patentable), patents, patent applications, techniques, processes, developments, improvements, rights in other tangible and intangible assets of a proprietary nature, all reproductions thereof and any other property furnished to Supplier by G & S (collectively "G & S Property"), but specifically excluding Supplier's know-how, concepts, ideas, inventions, patents, techniques, processes, developments, improvements utilized in the manufacture of the Products. All G & S Property is deemed to be proprietary and/or confidential and shall be and remain the sole and exclusive property of G & S. Supplier shall use G & S Property only for the purpose of fulfilling G & S's Orders. Supplier shall not reproduce, disclose to any third party, or use G & S Property in the production, manufacture or design of any items for any party other than G & S or for the manufacture of quantities of the Products other than the quantities ordered by G & S. Supplier shall clearly label all of G & S Property as being the property of G & S. Supplier shall not release, relocate or dispose of G & S Property without the prior written permission of G & S. G & S Property is subject to immediate removal from Supplier's facility at G & S's discretion; however, a Supplier may maintain one (1) copy for archival purposes only. Supplier shall not unreasonably withhold access to its facility from G & S for timely removal of G & S Property. G & S grants no license or other right to Supplier in G & S Property, whether now owned or hereafter created.
11. **PRICE.** Except as otherwise set forth on the Order, the price includes all fees to meet the requirements of the Order and all applicable sales, use and other taxes and duties.
12. **TERMINATION.**

- A. If either Party defaults with respect to any provision of the Order, including without limitation, these Terms and Conditions, or files or has filed against it a petition for bankruptcy, or suffers the appointment of a receiver or trustee of its business or properties by reason of insolvency or liquidation (each an "Event of Default"), the non-defaulting Party shall have the right to terminate the Order if such Event of Default is not cured by the defaulting Party within thirty (30) days after receipt of written notice. In such event, the non-defaulting Party shall have the right to seek any and all remedies available under the Order and under applicable law.
- B. G & S may terminate an Order in whole or in part at any time by written notice to Supplier. Upon receipt of such notice or at the time specified therein, if any, Supplier shall immediately discontinue all work under the Order. Supplier shall incur no further costs of performance and shall terminate all related orders and subcontracts given by Supplier in connection with performance of its obligations under the Order. In the event of a termination of an Order, in whole or in part, if the Products subject to the termination are made exclusively for G & S, (i) Supplier will then deliver and G & S, upon testing and acceptance, will pay the original Order price for any quantity of Products then fully completed and ready for delivery which is less than or equal to the quantity of the Product identified in the Order and (ii) if Supplier has any unfinished Products (i.e. WIP) or raw materials or components to be used for use in the manufacture of the Products that cannot be used in Supplier's business, G & S and Supplier will negotiate in good faith to reach an agreement on compensation from G & S to Supplier for such items.
13. **BUSINESS INTERRUPTION.** If an actual or potential labor dispute, material shortage or other condition occurs that delays or threatens to delay Supplier's performance under this Order, Supplier shall immediately give written notice to G & S that includes all relevant information with respect to such delay, including actions being taken to overcome or minimize the delay.
14. **FORCE MAJEURE.** Delay in or failure to carry out the duties imposed upon either Party under these Terms and Conditions shall not be deemed an Event of Default if such delay or failure results from causes beyond the reasonable control of the Party claiming relief hereunder, including but not limited to fire, explosion, cyclone, flood, declared or undeclared war, revolution, civil commotion, terrorism or acts of public enemies, blockage or embargo, or by reason of law, proclamation, ordinance, or requirement of any governmental authority. Each Party shall notify the other in writing of the cause of such delay and the expected period of such delay within three (3) business days after it begins. In the case of delays impacting Supplier's performance under the Order, G & S reserves the right to terminate the Order at its discretion without liability to G & S.
15. **ASSIGNMENT.** Neither the Order nor any rights or obligations under these Terms and Conditions may be assigned by Supplier without the prior written consent of G & S.
16. **COMPLIANCE WITH LAWS.** Supplier shall comply, with all applicable federal, state and local laws, rules, regulations, standards and orders. Supplier agrees to defend, indemnify and hold G & S harmless for any loss, damage, fine, penalty or any expense whatsoever as a result of Supplier's failure to comply with this Section.
17. **GOVERNING LAW.** The validity, interpretation and performance of the sale shall be governed by the laws of the State of Ohio and the United States of America and specifically excluding the application of the United Nations Convention on Contracts for the International Sale of Goods Buyer agrees that any action for breach hereunder shall be commenced within one year from the date of delivery of the Goods.
18. **SEVERABILITY/WAIVER.** Should any part of the Order or these Terms and Conditions be deemed invalid by court of law, it shall not constitute an invalidation of any other part of the Order or these Terms and Conditions, which shall otherwise remain in effect. G & S's failure to insist on performance of any terms or conditions or to exercise any right or privilege or G & S's waiver of any breach hereunder shall not thereafter waive any other terms, conditions, rights or privileges, or any subsequent breaches of the same term.
19. **SURVIVAL.** The following Sections of these Terms and Conditions survive in perpetuity: 5. Warranty; 8. Indemnification; 10. G & S Property; 12. Termination; 16. Compliance with Laws; 17. Governing Law; and 19. Survival.
20. **AUDIT RIGHTS.** For quality control or to confirm compliance with specifications or other Order terms, G & S may inspect Supplier's manufacturing facilities (excluding trade secrets) as well as review and copy, upon its request, books, records and information (excluding trade secrets) of Supplier relating to the Products provided hereunder. Supplier shall maintain the books, records and information (including but not limited to production and quality records) relating to the Products provided hereunder for a minimum of ten (10) years after delivery and acceptance of the Products, unless a longer period is specified by the Order.
21. **EXPORT CONTROLS.** It is the responsibility of the G & S, having carried out appropriate inquiries, to advise the Supplier if the Products being quoted/ordered are subject to the export laws and regulations of any country, including those of the United States and, if so, to provide all assistance that is reasonably required by Supplier to ensure that the supply of the Products to G & S does not breach such export laws and regulations. G & S shall not export, directly or indirectly, any Products acquired from the Supplier under this Agreement in breach of any applicable laws or regulations, including United States export laws and regulations, to any country for which the United States or any other government or agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval. G & S has complied and/or will comply with all other applicable laws, rules and regulations pertaining to the purchase and movement of, and the payment for the Products, to be delivered hereunder. All refunds of duties paid on items entering into the manufacture of the Products delivered hereunder shall accrue to Supplier, and the G & S agrees to furnish Supplier with all documents necessary to obtain payment of such refunds and to cooperate with Supplier in obtaining same. Supplier shall immediately notify G & S if it is, or becomes, listed on any country's Denied Parties List, Debarred Parties List, or other such government issued lists or if Supplier's export privileges are otherwise denied, suspended or revoked in whole or in part.
22. **EQUAL OPPORTUNITY.** Supplier shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.