



VEGA Americas, Inc.
3877 Mason Research Parkway
Mason, OH 45036 USA

[toll] 800.FOR.LEVEL
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VEGA Americas, Inc. (as Buyer) Terms and Conditions

This purchase order ("Order") is placed by VEGA Americas ("Buyer") subject to the terms, conditions and instructions appearing on the face and reverse sides of this Order and any attachments hereto, or other documents expressly incorporated herein by reference. Specifications, drawings and data submitted to Supplier with this Order are hereby incorporated and made a part of this Order. By accepting this Order, Supplier agrees to be bound thereby. No additions or modification will be binding upon Buyer unless agreed to in writing by a duly authorized representative of Buyer. Performance by Supplier, in whole or in part, shall be deemed acceptance of these terms. Any additional or different terms or conditions contained in any acknowledgment of this Order by Supplier or any other document presented by Supplier shall be deemed objected to by Buyer without need of further notice of objection and shall be of no effect nor in any circumstance binding upon Buyer unless accepted by Buyer in writing.

- 1. Acceptance.** This Order is a binding offer as set forth in the Order documents and does not constitute an acceptance by Buyer of any offer to sell, quotation or proposal from Supplier. Any of the following acts by Supplier shall constitute acceptance of this Order: signing and returning the Order; acknowledgment of receipt of this Order; performance by Supplier, in whole or in part, under this Order; or shipment of goods. No course of prior dealing or performance between Buyer and Supplier or usage of trade shall be relevant to supplement, explain, interpret, or modify any term, condition, or instruction used in this Order. To the extent this Order is in any way deemed to be an acceptance of Supplier's proposal or other offer of Supplier, any such acceptance is expressly conditioned upon the consent of Supplier to the terms contained herein.
- 2. Delivery of Goods & Performance of Services**
 - 2.1.** Time is of the essence with respect to Supplier's obligations under this Order and the timely delivery of Goods and Services. Delivery or performance of any services (hereinafter jointly referred to as "Delivery") shall take place at the time and location as stated in the Order ("Delivery Date"). Unless a Change Order is issued to the contrary, any failure to pursue the work in a timely manner or to meet the Delivery Date shall be treated as a material default hereunder. In the event of delay, or anticipated delay, from any cause, including Force Majeure, Supplier shall immediately notify Buyer in writing of the delay or anticipated delay, stating the reason for delay and its probable duration, and will undertake to mitigate the delay by all necessary means at Supplier's sole cost.
 - 2.2.** Excess unauthorized shipments, partial shipments, and shipments arriving in advance of scheduled delivery date may be rejected and returned at Supplier's sole risk and expense. Supplier shall not make early or partial deliveries unless authorized in writing by Buyer. Supplier shall reimburse Buyer for reasonable costs associated with storage and return of the unauthorized, defective, or excess deliveries.
- 3. Force Majeure.** No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached the terms of this Order, for any failure or delay in fulfilling or performing any term of this Order when and to the extent such party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Event"): (a) acts of God; (b) flood, fire, hurricane, tornado, earthquake, other named storms, epidemic or pandemic (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, sabotage, riot or other civil unrest; (d) governmental orders (to the exclusion of tariffs, customs duties, or other international trade charges; (e) embargoes or blockades in effect on or after the date of this Order; (f) national or regional emergency; (g) strikes, labor stoppages or disputes; (h) breakdowns of critical infrastructure, power outages or shortages; and (i) other similar events that are unforeseen, extraordinary, and beyond the control of the Impacted Party. The Impacted Party shall give prompt notice of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) days following written notice given by it under this Section, the other party may thereafter terminate this Order.
- 4. Obligation to Inform.** Supplier shall provide Buyer with sufficient reasonable advance notice of any changes in the manufacturing processes, materials, or supplied parts for the goods; of relocations of the places of manufacture or country of origin; as well as of changes in procedures and equipment for testing the goods or in other quality assurance measures. Supplier shall require its upstream Suppliers, subcontractor(s) or other third parties with which Supplier has contracted to also comply with the requirements of this Section. Supplier will notify Buyer of any changes in its suppliers and service providers.
- 5. Change Orders.** Buyer may at any time, by written instructions and/or drawings issued to Supplier (each a "Change Order"), order changes to the Goods or Services. Supplier shall within ten (10) days of receipt of a Change Order submit to Buyer a firm cost proposal for the Change Order. If Buyer accepts such cost proposal, Supplier shall proceed with the changed services subject to the cost proposal and the terms and conditions of this Order. Supplier acknowledges that upon a timely submission of written claim for adjustment, Supplier may be entitled to negotiate an equitable adjustment in the Supplier's price or the performance deadlines under this Order. Failure to submit such written claim within the prescribed time period shall constitute a waiver of any claim for adjustment. Agreement to any adjustment shall constitute a waiver of all claims by Supplier arising out of the change. Supplier acknowledges that it will not proceed with a change and that there will be no adjustment in price or time of performance, unless Buyer orders such change by the issuance of a written change order. There shall be no suspension of work by Supplier while Buyer and Supplier are in the process of making such changes and any necessary modifications to price or delivery dates. Supplier shall make no substitutions in the goods, material or equipment covered by this Order, or any parts or components thereof, or deviations from the drawings or specifications relating thereto, without Buyer's express written consent.
- 6. Delivery/Acceptance.** Each delivery must be accompanied by a bill of delivery, which shall include the Order number, Order identification code and the type of packaging, as well as the quantity and weight of the shipment. For services, Buyer must confirm the number of hours worked as well as the materials provided by the Supplier in writing within a reasonable period of time. Buyer has the right to specify the shipment method as well as the carrier.
 - 6.1** For Domestic Shipments within the United States, unless otherwise stated in the Order, delivery shall be FOB delivery point. Supplier shall select the most economical shipment method unless otherwise directed by Buyer. Supplier's delivery obligations are not complete until Buyer has received proper delivery and all required shipping documentation. Buyer has the right to store the delivery at Supplier's risk and expense until Buyer receives all required documentation. The goods are covered by Supplier's transportation insurance and require no further transportation insurance.
 - 6.2** For International Shipments, unless otherwise agreed in writing by an authorized representative, delivery shall be DDP (Delivery Duty Paid) Incoterms® 2020 to the destination specified in the Order. Supplier shall be responsible for all costs and risks associated with delivering the goods to the named destination, including but not limited to transportation, export and import duties, customs clearance, insurance, and any other applicable charges or fees.



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Supplier shall ensure all required import documentation is in order and shall provide Buyer with notice of shipment and estimated delivery dates in advance. Buyer shall cooperate reasonably with Supplier to facilitate timely customs clearance but shall bear no responsibility for arranging or paying for such clearance or associated import costs. For the avoidance of doubt, to the extent the Order is placed with Supplier's U.S. affiliate, subsidiary, sales partner, distributor, re-supplier or otherwise, but contemplates international sourcing of goods such that tariffs or other customs duties would be incurred, such Order would be considered an International Shipment under this Section 6.2.

- 7. Title & Risk of Loss.** Supplier agrees to deliver to the Buyer title to the goods covered by and the work performed under the Order free and clear of all liens, claims, security interests, chattel mortgages and encumbrances of any kind. Title and risk of loss to the goods delivered hereunder shall pass to Buyer upon receipt by Buyer at the delivery point.
- 8. Price & Payment.** The price of the Goods and Services is the price stated in the Purchase Order (the "Price") which shall be a fixed price inclusive of all packaging and delivery fees, insurance, tariffs and customs duties, all applicable taxes including but not limited to sales, use, VAT, or excise taxes. No surcharges or price increase shall be effective without the express written consent of Buyer, including but not limited to those related to tariffs, customs duties, and other international trade and supply chain costs. After delivery, Supplier shall send a separate invoice for every order to Buyer's Accounts Payable department. Unless otherwise agreed upon or stated in the Order, payment will be made net 60 days upon receipt of a correct, undisputed invoice. Buyer reserves the right to select the method of payment. Unless otherwise agreed by the Parties in writing, all payments hereunder must be in US dollars. All payments are made with the reservation of rights with regard to possible defects. Buyer shall have the right to withhold payment if the delivered goods are defective. Payment of any statement or invoice shall not in any way be construed as acceptance of the Goods or waiver of any claims related thereto, nor shall it prejudice the right of Buyer to question the correctness of any charges contained therein.
- 9. Packaging & Shipment.** The goods to be delivered must be packaged in the customary manner or, at Buyer's request, in special packaging according to Buyer's instructions. Packing must ensure complete safety of all equipment from damage caused by corrosion, impact or penetration during transport. Any charges resulting from improper packing or loading will be to the Supplier's account and will delay final payment. Each package shall be numbered and labeled with Buyer's order number, project number, equipment number, instrument tag number, contents and weight, and shall contain an itemized packing slip.
- 10. Property Supplied by Buyer.** Buyer shall retain title to any drawings, sketches, designs, patterns, dies, molds, tooling, equipment and materials of every description paid for or supplied by Buyer for use in the performance of this order. Any such articles shall be retained by Supplier on consignment, suitably identified as Buyer's property. Supplier shall hold and maintain any such articles at its risk and expense, shall keep such articles insured at its expense while in its custody or control in an amount equal to the replacement cost thereof, with loss payable to Buyer, and shall not use such articles except in filling Buyer's orders. All such articles shall be delivered to Buyer upon demand, in the same condition as when received, except for reasonable wear and tear, and except to the extent such articles have been incorporated into Goods delivered to Buyer, or consumed in the normal performance of work for Buyer.
- 11. Warranty.** Supplier warrants that the goods delivered and the services rendered pursuant to this Order are (a) free from all defects in design, material and workmanship; (b) in strict accordance with applicable specifications, drawings and samples in the contract or applicable Order; and (c) new, of merchantable quality and fit for the purposes specified and operate as intended. Supplier further warrants to Buyer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Order. These warranties survive any delivery, inspection, acceptance or payment of or for the Goods and Services by Buyer. The warranties set forth in this Section are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods or Services with the foregoing warranties. If Buyer gives Supplier notice of noncompliance pursuant to this Section, Supplier shall, at its own cost and expense, and at Buyer's option, promptly (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Supplier and the delivery of repaired or replacement Goods to Buyer, and, if applicable, (ii) correct or re-perform the applicable Services.

Unless otherwise agreed by the Parties, the warranty period shall be thirty six (36) months from the transfer of risk, which shall be extended by any interval during which the Goods cannot be used due to noncompliance. Supplier warrants repaired or replaced goods or re-performed Services for a period of twelve (12) months from the date of completion and acceptance thereof or for the remaining time in the original warranty, whichever is greatest.

- 12. Inspection and Expediting.** Buyer, or its representatives, shall have the right to expedite, inspect and witness testing of the goods or services ordered hereunder, or a sampling, at any time prior to delivery or performance, and to finally inspect such goods and results of such services within a reasonable time after delivery at the ultimate destination of the goods or at completion of the performance of services. The goods or services shall not be deemed accepted until after such final inspection. The Buyer's inspection or failure to make any inspection of, or payment for, or acceptance of, the goods or services, shall in no way release the Supplier from any obligations related to this Order, nor impair Buyer's right to reject or revoke its acceptance of nonconforming goods and services or to seek any other remedies to which Buyer may be entitled. Supplier shall be responsible for all inspections required to comply with all applicable federal, state and local laws, ordinances, regulations and manufacturer's standards.

13. Indemnity

13.1. General Indemnity. Supplier shall to the furthest extent permitted by law defend, indemnify, and hold harmless Buyer, its successors, assigns and customers, and their respective parent, affiliated and subsidiary companies, and the agents, employees, officers, directors, and servants of each ("Buyer Indemnitees"), against any and all loss, injury, death, damage, pollution, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses"), arising out of or occurring in connection with (a) this Order and breach thereof, (b) the Goods purchased hereunder, including defects thereof, or services furnished hereunder, and the negligent or more culpable



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performance of Supplier pursuant to the Order, or any litigation arising out of or relating to this Order, and (c) Supplier's failure to comply with any and all applicable laws, codes, ordinances or regulations. Supplier shall not enter into any settlement without Buyer's prior written consent. Supplier shall further indemnify and hold harmless Buyer Indemnitees from and against any and all liens upon the premises of Buyer or its customers including without limitation, liens for labor performed and material furnished, attaching as a result of any act or omission by Supplier or its subcontractors, and Supplier shall also at its own expense procure the discharge, release or satisfaction of any and all notices of intention or other evidence of such lien or claim thereto. This indemnity shall apply regardless of the negligence or fault (whether joint or concurrent) of Buyer or its customer, except that it shall not apply to the extent of Buyer's sole negligence and willful misconduct.

13.2. Intellectual Property Indemnity. The Supplier warrants that, by the use of the goods delivered to Buyer, no property rights (e.g., patents or registered design rights, or other third party rights or business or trade secrets) are violated, neither in the country of origin nor in the country of use. Supplier shall indemnify and hold harmless Buyer Indemnitees from and against claims, demands, liability, loss and damage, including, without limitation, costs, expenses, and attorneys' fees arising out of or relating to any claim of patent or copyright or other intellectual property right infringement by or in any way related to the Goods or parts thereof or processes, furnished hereunder or any litigation based thereon. In addition, Supplier shall procure at Supplier's expense for Buyer and its customer the right to continue using the Goods or parts or processes found to have been infringing. Alternatively, Supplier may modify, supplement or replace such Goods and parts or processes so as to eliminate such infringement provided, however, that there shall be no performance degradation due to such actions. Supplier assigns to Buyer all right, title, and interest in and to all trademarks, copyrights, patents and other intellectual property rights in any material created for Buyer under this order. This indemnity shall not apply to the extent the infringement claim is caused by: (a) alteration or modification of the goods other than by, or as authorized by, Supplier; or (b) goods, work or services for which Buyer provided and controlled the detailed design.

14. Insurance. During the term of this Agreement including the extension of any and all obligations hereunder, Supplier shall, at its own expense, maintain all legally required insurance for its products, premises, associates, and employees with financially sound and reputable insurers rated A- or better by A.M. Best. Supplier shall maintain the following insurance with limits not less than as follows:

- (a) Commercial General Liability insurance with limits of not less than \$2,000,000 per occurrence and \$5,000,000 in the aggregate, including coverage for bodily injury, property damage, products and completed operations;
- (b) Workers' Compensation Insurance in accordance with the statutory requirements of the State of Ohio and Employer's Liability Insurance with limits not less than \$500,000 per occurrence/accident/disease, and \$500,000 per employee;
- (c) Automobile Liability insurance with a combined single limit of not less than \$1,000,000 for bodily injury and property damage for all owned, hired, and non-owned vehicles used in connection with performance of this Agreement;
- (d) Umbrella or Excess Liability Insurance in an amount not less than \$5,000,000 per occurrence, which shall apply on a follow-form basis in excess of the required Commercial General Liability, Automobile Liability, and Employer's Liability insurance;
- (e) (If Applicable) Professional Liability (Errors and Omissions) Insurance in an amount not less than \$1,000,000 per claim and in the aggregate, if Supplier is providing design, engineering, consulting, software, or similar professional services.

Upon request, Supplier shall provide Buyer with certificates of insurance evidencing the coverage specified in these terms. The certificate of insurance shall name Buyer, its affiliates, and their respective directors, officers, and employees as an additional insured. Except where prohibited by law, Supplier shall require its insurer to waive all rights of subrogation against Buyer's insurers and Buyer. Supplier shall not cancel or materially reduce such coverage without at least thirty (30) days' prior written notice to Buyer.

The insurance coverage and limits required under this Order shall not limit Supplier's liability under this Order or as otherwise provided by law.

15. Confidentiality. All non-public, confidential or proprietary information of Buyer, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Buyer to Supplier, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Order is confidential, solely for the purpose of performing the obligations under this Order and may not be disclosed or copied unless authorized in advance by Buyer in writing. Upon Buyer's request, Supplier shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Supplier at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

16. Termination. Buyer may, without cost or liability to it, except for conforming deliveries or services previously made and accepted, terminate this order if one or more of the following events or similar shall occur: (i) failure of Supplier to perform any of its obligations under this contract including Supplier's warranties, (ii) any adverse change in the position, financial or otherwise, of Supplier or (iii) the insolvency of, or the filing of a petition under any federal or state bankruptcy or insolvency laws by or against Supplier, and, in any termination identified in this sentence, Supplier shall be responsible for any damages suffered by Buyer, its successors, assigns or customers or Buyer Indemnitees.

17. Default. Any material breach of the Order by Supplier shall be a default of this Order. In addition, Supplier shall be deemed in default if Supplier becomes insolvent, makes an assignment for the benefit of its creditors, voluntarily files a bankruptcy petition or is involuntarily placed in bankruptcy. Buyer has the right of anticipatory default and may take possession of any and all goods and materials identified to the Order if Supplier does not respond to Buyer's written demand of adequate assurance of due performance within a reasonable time not exceeding thirty (30) days. In the event of default by Supplier, Supplier shall be liable to Buyer for all costs incurred by Buyer in the completion of the Order including those costs in excess of the Order price to Buyer. Buyer specifically retains all rights and remedies under this Order and otherwise existing at law. In the event of default, Buyer will in no way be liable or responsible for any costs, damages, losses, or claims incurred by Supplier as a result of such default.



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18. Set-Off. All amounts due Supplier shall be considered net of indebtedness of Supplier to Buyer, and Buyer shall be entitled at all times to set-off any amount owing or to become owing from Supplier to Buyer or any of its affiliated companies against any amount payable or to become payable from Buyer to Supplier on this or any other order.

19. Ownership and Title to Intellectual Property. To the extent Supplier creates designs, sketches, schematics, drawings, reports, test results, specifications, specimens, data, packaging and other work product exclusively for or at the specific request of Buyer (the "Buyer Work Product"), such Buyer Work Product shall constitute works made for hire under the copyright laws of the United States and Canada and shall be the sole and exclusive property of Buyer. Title to such Buyer Work Product shall transfer to Buyer and become the property of Buyer upon the date of payment for the Buyer Work Product. Supplier shall have the right to retain a copy of the Buyer Work Product for its records. Buyer Work Product shall not include knowledge, ideas, concepts, inventions, works, methodologies and processes (i) created by Supplier outside the scope of this Order; (ii) developed or acquired by Supplier related to the manufacture of the Goods; or (iii) designed, developed or provided by Supplier that are used for Supplier's general business, are of a general abstract nature or character, or which may be generically re-used (collectively, the "Supplier Materials"). Supplier retains all right, title and interest in and to the Supplier Materials. Supplier hereby grants to Buyer a nonexclusive, worldwide, paid-up, royalty free, perpetual limited license to utilize the Supplier Materials solely as is necessary for use of the Goods by Buyer.

20. Assignment. Supplier may not assign the Order, or any of this work hereunder, nor pledge any payment by Buyer pursuant to the Order without the prior written consent of Buyer. If consent is granted, Supplier will remain liable to Buyer in all respects just as if such assignment had not taken place. Buyer reserves the right to assign the Order, in whole or in part, to any party.

21. Suspension. At its option, Buyer may suspend all or any part of the Order upon written notice to Supplier. Upon receipt of such written notice, Supplier shall take all reasonable actions to preserve and protect all completed goods and all work in progress including materials and related plans and drawings as well as taking reasonable measures to assure a prompt resumption of work once the suspension ends. Except for substantiated additional costs incurred by Supplier due to resumption, Buyer will incur no liability to Supplier by reason of suspension.

22. Compliance with Certain Laws. Supplier agrees to comply with all federal, state and local laws, executive orders, rules, regulations and ordinances which may be applicable to Supplier's performance of its obligations under this Order. Supplier certifies to Buyer that the Goods purchased hereunder were produced or performed in compliance with all applicable requirements of the Fair Labor Standards Act of 1938, as amended. To the extent not exempt, Buyer and Supplier will comply with the requirements of 41 CFR §§ 60-300.5 and 60-741.5(a) and do not discriminate against individuals with respect to protected veteran status or status as a qualified individual with a disability. These regulations require that covered prime contractors and subcontractors take affirmative steps to employ and advance in employment individuals without regard to protected veteran status or status as a qualified individual disability. Buyer and Supplier shall also comply with all applicable state and federal laws and regulations with respect to non-discrimination on the basis of a protected classification. To the extent not exempt, Buyer and Supplier will also comply with the requirements of 29 CFR Part 471, Appendix A. If this Order is subject to government contracting mandates, Buyer will so state on the face hereof, and if so stated, as a condition to the effectiveness of this Order, Supplier agrees to certify to Buyer, by separate writing, that it complies with all government contracting requirements applicable to Buyer, Supplier and the goods. Supplier shall comply with all export and import laws of all countries involved in the sale of the Goods under this Order or any resale of the Goods by Supplier. Supplier assumes all responsibility for shipments of Goods requiring any government import clearance. Buyer may terminate this Order if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

23. Governing. This order and all matters arising therefrom shall be governed by the law of the State of Ohio excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Ohio. Supplier agrees that all causes of action against Buyer in connection with this Order shall be venued in the state or federal courts of Warren County, Ohio and irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

24. Miscellaneous

24.1 Any provision of this Order which is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remaining portions hereof.

24.2. The failure of either party at any time to require performance by the other party of any provision of this Order shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision of this order constitute a waiver of any succeeding breach of the same or any other provision.

24.3. No Third-Party Beneficiaries. This Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Order.

25. Hazardous Materials

Supplier shall notify Buyer of all "hazardous materials" (as that term is defined in applicable Federal, state and local statutes) and such other identification of materials included in the products as may be required by Buyer from time to time which are contained in the products, and provide any appropriate special handling instructions. Supplier shall furnish Buyer with copies of all applicable "material safety data sheets" for products no later than the shipment date under this order.

26. Ethics

26.1. Bribery and Corruption. Supplier hereby warrants that it will not directly or indirectly, and it has no knowledge that other persons will directly or indirectly, make any payment, gift or other commitment to its customers, to government officials or to agents, directors and employees of Buyer



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or any other party in a manner contrary to applicable laws (including but not limited to the U.S. Foreign Corrupt Practices Act and, where applicable, legislation enacted by member States and signatories implementing the OECD Convention Combating Bribery of Foreign Officials) and shall comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption. Supplier shall immediately notify Buyer's legal department if Supplier has reason to believe a violation of this provision has occurred. The Supplier's material violation of any of the obligations contained in this Section may be considered by Buyer to be a material breach of this Order and shall entitle Buyer to terminate this Order with immediate effect and without prejudice to any further right or remedies on the part of Buyer under this order or applicable law. The Supplier shall indemnify Buyer for all liabilities, damages, costs or expenses incurred as a result of any such violation of the above mentioned obligations and termination of this order.

26.2 Responsible Sourcing. Supplier hereby acknowledges that Buyer has undertaken to cooperate with its customers who are required to review and report upon conflict minerals (the ores from which tin, tantalum, tungsten and gold are derived) contained in products Buyer manufactures or contracts to manufacture. Accordingly, the Supplier agrees with Buyer that, in consideration of Buyer's obligations hereunder or pursuant hereto, Supplier will: (i) Provide Buyer or its agents promptly any and all information Buyer or its agents may reasonably request or require in connection with Buyer's conflict minerals due diligence; (ii) Certify to Buyer, in form and substance reasonably satisfactory to Buyer, the accuracy and truthfulness of the information provided by the Supplier to Buyer pursuant hereto; (iii) Make diligent inquiry of suppliers and contractors to the Supplier in connection with Buyer's informational requests and advise Buyer of all such communications; (iv) Use its best efforts to cause the suppliers and contractors of the Supplier to make inquiry through their supply chains with respect to information requests by Buyer pursuant to this provision. Buyer shall be entitled to terminate this Order in the event the Supplier fails to comply fully with the foregoing obligations.

27. Entire Agreement. This Order, together with the specifications, drawings, attachments, exhibits and supplements specifically referenced in the Order, constitutes the entire agreement between Supplier and Buyer with respect to the matter contained herein and supersedes all prior oral or written representations and agreements. This Order may only be modified by an amendment/alteration issued by Buyer. Any invoice, acknowledgment or other communication issued by Supplier in connection with this Order shall be construed to be for record and accounting purposes only and shall have no effect on these terms.

28. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

29. Survival. The provisions of this Order that by their nature survive completion or termination of this Order, including but not limited to all rights and obligations relating to warranty, liability, indemnity, intellectual property, confidentiality, controlling law, arbitration, taxes, and audit, shall survive such completion or termination.

Supplier Name: _____

Signature: _____

Name: _____

Title: _____

Date: _____

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Revision Notes

Revision 7

- Total document re-write by Michael Colosimo, In-House Attorney

Approvals

Purchasing Manager	Bobby Muennich
In-House Attorney	Michael Colosimo
Quality Manager	Gretchen Lisi