

**1. PRICES/TAXES/QUANTITIES** - Prices shown on the face of this Purchase Order shall be firm and fixed unless otherwise agreed to in writing by CMS. Unless otherwise provided herein, such prices include all applicable federal, state and local taxes. Shipments shall not vary from quantities specified herein unless agreed to by CMS.

**2. ACCEPTANCE/INSPECTION/REJECTION** - By acceptance of this Purchase Order and/or performance hereunder, Seller agrees to comply fully with the terms and conditions of sale set forth on both the front and reverse sides of this document, and any supplements hereto which are incorporated by a reference herein. Acceptance of this Purchase Order is expressly limited to the terms and conditions contained herein and none of Seller's terms and conditions in acknowledging or accepting this Order shall apply. Acceptance of the goods or services under this Purchase Order shall not constitute acceptance of Seller's terms and conditions. No employee, representative or agent of CMS has any authority to bind CMS to any affirmation, representation, or modification concerning the services or goods to be provided hereunder unless specifically included within this Purchase Order or as a written amendment hereto and signed by an authorized representative of CMS's Purchasing Department. Seller may not ship under reservation. Final inspection and acceptance of goods and services shall be on CMS's premises unless otherwise agreed to in writing. Nonconforming goods shall be returned freight collect, and Seller shall be debited for the inbound transportation cost plus handling expenses. Such rejected goods shall be deemed to be the property of Seller.

**3. DELIVERIES/REMEDIES/WAIVER** - (a) Time is of the essence of this Order. If Seller fails to make deliveries or perform the services at the time agreed upon, or performs the work hereunder in such a fashion as endangers its ability to make timely deliveries or to render timely performance of services, CMS reserves the right to cancel, purchase elsewhere, and hold Seller accountable for any additional costs or damages incurred by CMS. Goods purchased F.O.B. point for carrier routing, transportation charges and risk of loss or damage to the goods in transit, provided such goods are properly prepared and packed for shipment by Seller. (b) If it is determined that it is necessary to correct actual or anticipated failures or hazards in its products attributable to a defect or nonconformity in goods provided by Seller under this Order, Seller shall reimburse CMS or actual expenses which CMS incurs. (c) Rights and remedies of CMS hereunder are cumulative and in addition to those which CMS has under law and equity. (d) Any waiver by CMS of any particular breach or default hereunder by Seller shall not constitute a continuing waiver or a waiver of any other breach or default. (e) Approval by CMS of Seller's proposed design, test plans and/or procedures, manufacturing process, methods, tooling or facilities shall not relieve Seller from meeting all requirements of this order. (f) CMS reserves the right to offset any amount owing from Seller to Purchaser (or to any of Purchaser's affiliated companies) against any amount due or owing to Seller.

**4. WARRANTY** - Unless a different warranty is agreed upon and set forth herein, Seller warrants all goods and/or services delivered or provided hereunder to be free from defect in materials or workmanship, fit for the purpose intended for a period of twelve (12) months from delivery to CMS and to conform strictly to the specifications, drawings or sample specified or furnished and any supplementary documentation referenced herein. Seller further warrants that Seller shall comply with the requirements of all applicable federal, state and local laws, rules, ordinances and regulations such as, but not limited to, OSHA, Hazardous Materials Transportation Act, Toxic Substances Control Act and Consumer Product Safety Act. This warranty shall survive any inspection, delivery or acceptance of the goods or services, or payment

therefore, by CMS.

**5. CHANGES** - (a) CMS may at any time, by written order, and with notice to the sureties, make changes within the general scope of this Order in any one or more of the following: (i) drawings, designs or specifications; (ii) method of shipment or packing; and (iii) place of delivery. If any such causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this Order, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule, or both, and the Order shall be modified in writing accordingly. Any claim by Seller for adjustment under this clause must be asserted in writing within thirty (30) days from the date of receipt by Seller of the notification of change, provided, however, that CMS, if it decides that the facts justify such action, may receive and act upon any such claim asserted at anytime prior to final payment under this Order. However, nothing in this clause shall excuse Seller from proceeding with this Order as changed. (b) CMS engineering, technical and other personnel may from time to time render assistance or give technical advice to, or exchange information with Seller's personnel concerning this Order or the articles or services to be furnished hereunder. However, this shall not constitute a waiver with respect to any of Seller's obligations or CMS's rights hereunder or be authority for any change in the goods or services called for hereunder. Any waiver or change to be valid and binding upon CMS must be in writing and signed by an authorized representative of CMS's Purchasing Department. In case of any doubt, Seller should promptly consult with CMS's Purchasing Department for further instructions. (c) In connection with any claim for adjustment under this clause, Seller shall submit cost data in such form and detail as may reasonably be required by CMS; if this Order relates to a prime contract with the U.S. Government, Seller shall, upon CMS's request, submit a Certificate of Current Cost or Pricing Data in substantially the form set forth in Section 15.804 of the Federal Acquisition Regulations, with respect to such data. (d) Where the cost of property made obsolete or excess as a result of a change is included in Seller's claim for adjustment pursuant to this clause, CMS shall have the right to prescribe the manner of disposition of such property.

**6. BANKRUPTCY** - In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Seller, including any reorganization or arrangement proceeding, or in the event of the appointment, with or without Seller's consent, of an assignee for the benefit of creditors or of a receiver, then CMS may cancel this Order for default and hold Seller accountable for any additional costs or damages incurred by CMS.

**7. THIRD PARTY CONTRACT/ASSIGNMENT** - Neither this Order nor any rights and obligations under it shall be assigned or contracted to third parties by Seller without the prior written consent of CMS, except that claims for monies due or to become due under this Order may be assigned by Seller without such consent, and subject to the provisions of this paragraph. CMS shall promptly be furnished with written notice and a signed copy of any such assignment. Payment to an assignee of any such claim shall be subject to setoff or recoupment for any present or future claim or claims which CMS may have against Seller except to the extent that any such claims may be expressly waived in writing by CMS. Seller shall ensure that subject to the foregoing, any third party and/or assignment made hereunder shall incorporate the provisions of this Order by specific reference hereto.

**8. CMS PROPERTY** - All materials, tools, plates, artwork, film, drawings, specifications and similar items furnished or paid for by CMS shall be: clearly identified as CMS order; inventoried by Seller; kept separate from other such materials; treated confidentially and not disclosed to any third party; disposed of by

Seller as CMS shall direct. Seller shall be responsible for loss of or damage to any such CMS property, excepting normal wear and tear, and shall furnish CMS a written inventory upon request.

**9. SUPPLEMENTARY DOCUMENT** - Any specifications, drawings, notes, instructions, engineering notices, or technical data referred to herein shall be deemed to be incorporated herein by reference, as if fully set forth. In case of any discrepancies or questions refer to CMS's Purchasing Department for decision, instructions or interpretation.

**10. INFORMATION DISCLOSED** - Unless expressly agreed to in writing by CMS, no information or knowledge disclosed to CMS in the performance of or in connection with this Order shall be deemed to be confidential or proprietary, and any such information or knowledge shall be free from any restrictions as part of the consideration for this Order.

**11. GENERAL SHIPPING INSTRUCTION** - For shipments made F.O.B. shipping point: (a) all shipments moving in one day to the same location via the same carrier shall be considered on one bill of lading. Multiple packages in the same UPS shipment shall be tied into bundles. (b) Unless otherwise specifically instructed, shipments via limited liability carriers (Air Freight, UPS, etc.) and those subject to released value ratings shall be declared at the value, which will secure the lowest transportation charge. (c) Seller shall comply with CMS's shipping and routing instructions. Seller shall not use premium cost transportation unless authorized by CMS. (d) Losses and/or excess charges resulting from deviation from CMS's instructions will be charged to Seller's account.

**12. PROOF OF SHIPMENT** - Seller shall forward the receipt or bill of lading signed by the Carrier with Seller's invoice as evidence of shipment. Seller shall receive and retain mailing receipts for uninsured parcel post.

**13. PATENTS/OTHER PROPERTY RIGHTS** - The Seller agrees to defend, at its own expense, CMS distributors and dealers in and users of the products of CMS, and to hold them harmless, with respect to any and all claims that the products or materials furnished by the Seller under this Order infringe any United States and/or foreign Patent, Trademark, Copyright and/or Property Right of third parties, and with respect to any and all suits, controversies, demands and liabilities arising out of any claim, provided that the foregoing shall not apply to any infringement resulting from the Seller's use of a patented invention required to comply with the written instructions of CMS if such patented invention is not normally utilized by the Seller.

**14. INDEMNIFICATION** - To the extent that Seller's agents, employees or subcontractors enter upon premises occupied by or under control of CMS, or any of its customers or suppliers, in the course of the performance of this Order, Seller shall take all necessary precautions to prevent the occurrence of any injury (including death) to any person, or any damage to any property, arising out of any acts or omissions of such agents, employees, or subcontractors, and except to the extent that any such injury or damage is due solely and directly to CMS's negligence, shall indemnify CMS against any loss, claim, damages, liability, expense (including reasonable attorneys' fees) and cause of action, whosoever, arising out of any act or omission of the Seller, its agents, employees or subcontractors, and Seller shall maintain such Public Liability, Property Damage and Employer's Liability and Compensation Insurance as will protect CMS from any of said risks and from any claims under any applicable Worker's Compensation and Occupational Disease Acts.

**15. FEDERAL PROCUREMENT POLICY ACT** - The

subcontractor agrees to defend, hold harmless and indemnify CMS and its employees, representatives, subcontractors and/or agents against any and all losses, claims, damages and/or allegations, including all expenses relating thereto, arising out of relating to violations by the subcontractor of any Federal Law or regulation, including but not limited to Section 6 of the Office of Federal Procurement Policy Act Amendments of 1988, Public Law 100-679, and all regulations issued there under.

**16. PUBLICITY, PROMOTION OR ADVERTISING** - Seller shall not issue any news release, advertisement, publicity or promotional material regarding this Order (including denial or confirmation thereof) with CMS's prior written consent.

**17. CONTRACT** - This Order and the acceptance thereof shall be a contract governed by the laws of the state from which this Order is issued.

**18. NOTICE OF DELAY** - Whenever any actual or potential event including labor disputes occurs that delays or threatens to delay the timely performance of this Order. Seller shall give immediate notice thereof to CMS.

**19. CONFLICT MINERALS**

Supplier recognizes, consistent with the public policy underlying enactment of the Conflict Minerals provision (Section 1502) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"), the significant legal and non-legal risks associated with sourcing tin, tantalum, tungsten and gold (the "Conflict Minerals") from the Democratic Republic of the Congo and adjoining countries ("DRC countries"). Accordingly, Supplier commits to comply with Section 1502 of Dodd-Frank and its implementing regulations. In particular, Supplier commits to have in place a supply chain policy and processes to undertake (1) a reasonable inquiry into the country of origin of Conflict Minerals incorporated into products it provides Buyer; (2) due diligence of its supply chain, as necessary, to determine if Conflict Minerals sourced from the DRC countries directly or indirectly support unlawful conflict there, and (3) risk assessment and mitigation actions necessary to implement the country of origin inquiry and due diligence procedures. Supplier shall take all other measures as are necessary to comply with the Act and its implementing regulations, as they may be amended over time.