

## Reinhausen Standard Purchase Order Terms and Conditions

1. **Agreement documents:** This Purchase Order (PO) and any attachments and/or referred documents (e.g framework agreements, quantity contracts, specifications) are the sole and exclusive agreement of Buyer and Supplier for the products and services in this PO, and no other document, including the Supplier's proposal, quotation or acknowledgement form, will be part of this PO. Terms contained in the Supplier's response to, or acknowledgment or acceptance of, this PO, if any, that are additional to, or different from, the terms set forth herein (which terms would constitute a counter-offer by Supplier) are specifically rejected by Buyer. Buyer's offer to purchase as provided in this PO may not be modified by Supplier counter-offers. Notwithstanding the foregoing, if this PO is deemed an acceptance by Buyer of a Supplier offer or counter-offer, then such acceptance is expressly made conditional on Supplier's assent to all of the terms of this PO, including those that are additional to, or different from, the terms of Supplier's offer or counter-offer. The terms and conditions of this PO are subject to change without notice.  
To the extent that Supplier is performing services (including services as a subcontractor) on behalf of Buyer, nothing contained in this agreement shall be construed to create an agency, joint venture, partnership, or other relationship, specifically including but not limited to a joint employer relationship, between Buyer and the Supplier. Neither the Supplier nor any of Supplier's agent or employee shall in any way be, nor be deemed to be treated or construed, as an employee or agent of Buyer.  
Supplier shall be responsible for all expenses of its operations including, but not limited to office rent, supplies, transportation, utilities, tools, materials, employee payroll and related payroll taxes and income taxes. Buyer shall issue a Form 1099 to Supplier at or by January 31st of each year after the Independent Contractor Agreement commences. Supplier shall not be entitled to overtime premiums of any kind or benefits of any kind, including, but not limited to profit sharing, 401(k) or other related pension plans, health insurance and life insurance plans. Supplier is solely responsible for its own employees and agents ("Personnel") while performing the obligations and services under the terms of this agreement, and Supplier retains full control over the employment status, wages and compensation, discipline and discharge of all its Personnel performing services at any Buyer location. Supplier and its Personnel shall not be entitled to any benefits or privileges provided by Buyer to its Personnel.
2. **Prices:** If the PO does not include pricing, the price for the products or services provided hereunder will be Supplier's lowest prevailing market price for such products or services. Supplier is not entitled to reimbursement of expenses incurred in connection with fulfilling this PO, except as otherwise agreed in writing by Buyer.
3. **Taxes:** Supplier is responsible for and will pay all applicable taxes, charges, fees, levies, or other assessments imposed or collected by any governmental entity (or political subdivision thereof) worldwide on sales of products or services, or sales, use, transfer, goods, and services or value added tax or any other duties or fees related to any payment by Buyer to Supplier for products and/or services provided to Buyer under or pursuant to this PO.
4. **Terms of payment and acceptance:** Unless otherwise mandated by local law, the terms of payment are net 60 days after receipt of Supplier's valid invoice or after receipt of the products or services, whichever is later. Payment will not be deemed acceptance of products or services, and such products or services will be subject to inspection, test, acceptance or rejection. At Buyer's option, Buyer may reject products or services that do not comply with Buyer's acceptance criteria for a refund, or require Supplier to repair or replace such products or re-perform such services without charge and in a timely manner. Buyer may return non-conforming products to Supplier at Supplier's expense. In the event of a discrepancy between these Terms and Conditions and a Purchase Order regarding the terms of payment due by Buyer, the Purchase Order shall control.
5. **Termination:** This PO may be terminated by Buyer with or without cause. If Buyer terminates without cause, Buyer will pay Supplier for Supplier's actual and reasonable expenses less any expenses for products or services that Buyer has rejected or shall reject, or expenses that Buyer disputes pursuant to Section 4 of these Terms and Conditions for work that has been satisfactorily completed as of the date of termination, but in no event will such payment exceed the agreed upon prices.
6. **Imports and exports:** Supplier is the importer and exporter of record. Supplier will comply with all import and export laws and administrative requirements, including the payment of all associated duties, taxes and fees and all applicable laws, regulations, certifications and registrations associated with the import or export of Supplier's products including but not limited to product safety, electromagnetic compatibility, telecommunications, product take-back/recycling and environmental requirements.
7. **Risk of loss; delivery:** Title and risk of loss remain with Supplier until products purchased under this PO have been delivered to Buyer at the location specified in the PO and accepted by Buyer. For Supplier's delivery of products, time is of the essence. If Supplier fails to deliver on time, Buyer may purchase replacements elsewhere, and Supplier will be liable for actual and reasonable costs and damages Buyer incurs. Supplier will promptly notify Buyer if it is unable to comply with the delivery date specified in this PO.
8. **Warranties:** Supplier warrants that:
  - 8.1 Supplier hereby warrants to Buyer that s/he (it) is qualified to render such services as required and his/her/its services shall be rendered hereunder will be of the highest quality;
  - 8.2 To the extent that Supplier is performing services, Supplier represents and warrants that it is not prohibited from performing such services either by a restrictive covenant, non-compete agreement, or otherwise;

- 8.3 s/he (it) has the right to enter into this PO;
- 8.4 it is knowledgeable with, and is and will remain in full compliance with (at its own expense) all laws, rules and regulations that are, or may become, applicable in the provision of products and services hereunder including, without limitation,
- 8.4.1 labor and employment laws,
- 8.4.2 the requirements of 41 C.F.R. Sections 60-1.4(a)(7), 60-300.5(d), and 60-741.5(d), and 29 C.F.R. Part 471, Appendix A to Subpart A,
- 8.4.3 applicable export and import laws, regulations, orders, and policies, including, but not limited to:
- 8.4.3.1 securing all necessary clearance requirements, export and import licenses and exemptions from, and making all proper filings with appropriate governmental bodies and/or disclosures relating to the release or transfer to non-U.S. nationals of technology and software in the U.S., or outside the U.S., release or transfer of technology and software having U.S. content or derived from U.S.-origin software or technology);
- 8.4.3.2 being knowledgeable with applicable supply chain security recommendations issued by applicable governments and industry standards organizations and making best efforts to comply with such recommendations;
- 8.4.4 environmental laws, regulations or ordinances governing product environmental and energy characteristics, product content prohibitions, product end-of-life management/product take-back, and/or product safety related to Buyer's transport, import, export, distribution, sale and/or use of Supplier's products as, or as part of, a Buyer product;
- 8.4.5 All applicable electrical codes include all Federal, State and local codes, rules, requisitions, and applicable industry standards.
- 8.5 its execution of this Agreement will not result in a breach of any other agreements or contracts to which it is a party;
- 8.6 no claim, lien, or action exists or is threatened against Supplier that would interfere with Buyer's rights under this PO;
- 8.7 products and services do not infringe any privacy, publicity, reputation or intellectual property right of a third party;
- 8.8 products are free from defects in design and free from defects in material and workmanship;
- 8.9 products are safe for use consistent with and will comply with the warranties, specifications and requirements of this PO;
- 8.10 products are new and do not contain used or reconditioned parts unless Buyer agrees otherwise in writing.
- 8.11 it will not, nor will it authorize or permit Supplier Personnel to, disclose, export or re-export any of Buyer's information, or any process, or product that is produced under this PO, without prior notification and compliance with all applicable Federal, State and local laws, regulations and ordinances, including U.S. export control regulations.
- 9. Intellectual property: Supplier grants Buyer all rights and licenses necessary for Buyer and its affiliates to use, transfer, pass-through, and sell the products and services and to exercise the rights granted under this PO.**
- 10. Ownership of products:** All work product developed by Supplier and provided to Buyer under this PO are and shall remain the personal property of Buyer.
- 11. Buyer-Furnished Property:** The following additional provisions shall, unless specifically otherwise agreed in writing, apply with respect to any and all tools, equipment, material, trade fixtures or other property used in the manufacture of products for Buyer which, whether or not listed in this order, are supplied to Supplier by Buyer or are specifically paid for by Buyer. All such property is referred to herein as Buyer-furnished.
- 11.1 Supplier shall have the right to use all Buyer-furnished property without payment of rent in the performance of this order or of other work for Buyer but shall not, without Buyer's written consent, use the same on any other work.
- 11.2 Title to all Buyer-furnished property shall at all times be and remain in Buyer, whether or not such property is attached to any real estate or other thing. Supplier hereby authorizes Buyer to file such financing statements, security agreements including without limitation UCC-1 financing statements, or other instruments as may be necessary to make Buyer's title and ownership of furnished property a matter of public record. Title to any such property which is procured or manufactured by Supplier shall be deemed to vest in Buyer upon the earlier of (I) acquisition or completion of manufacture by Supplier or (II) payment for the same by Buyer. Supplier shall keep all Buyer-furnished property separate from all other property and clearly marked to show Buyer's ownership and shall do all things necessary to preserve Buyer's title thereto, free and clear of all encumbrances. Supplier shall, upon completion of its receipt and, if necessary, installation of all Buyer-furnished property submit to Buyer an itemized inventory showing the description, location, and identifying marks of each item or group of similar items included among such property. Buyer shall have the right, at such reasonable times as it may choose, to enter Supplier's premises and inspect any and all such property. To the extent Supplier leases the premises where any Buyer-furnished property is kept, Supplier shall obtain a release from Supplier's landlord waiving any lien rights to all Buyer-furnished property and shall provide Buyer with a copy of such release prior to delivery of Buyer-furnished property to a premises leased by Supplier.
- 11.3 Should Supplier fail to perform the duties imposed upon it by this paragraph (b) or should Buyer at any time have reason to believe that its title to, or right to the possession of, any Buyer-furnished property is threatened, Buyer shall have the right, in addition to any other remedies provided by law to enter upon Supplier's premises and remove any or all such property, with or without the decree or order of any court. Upon completion, termination, or cancellation of this order, Supplier shall, on the request of Buyer, properly pack any or all such property and ship the same. F.O.B. Supplier's plant, to such destination as may be designated by Buyer.
- 11.4 Supplier shall, at its own expense, perform all maintenance work, repairs, and replacements which may be necessary with respect to any Buyer-furnished property so that the same may remain suitable for the use contemplated hereby and may, at the time required by this order, be returned to Buyer in as good condition as when received, except for reasonable wear and tear and for any consumption of materials necessarily resulting from their use. Supplier shall segregate and collect in one location all Buyer-furnished material which is not actually contained in

the finished parts and shall dispose of the same as Buyer may direct, expect that the value of chips and cuttings shall be taken into consideration by Supplier in establishing its price and they shall be used or disposed of as Supplier may elect. Supplier shall give Buyer prompt written notice of any Buyer-furnished property which has been supplied by Buyer to Supplier and which, upon delivery to Supplier, is found to be defective, and the correction or replacement of such defective property shall be accomplished at Buyer's expense, in such manner as Buyer may direct in writing.

- 11.5 The risk of loss of or damage to any and all Buyer-furnished property shall be upon Supplier from the time when the same is delivered to it, or, in the case of property procured or manufactured by Supplier, from the time when title to the same vests in Buyer, until such property is returned to Buyer in the manner required hereunder.
- 11.6 Buyer shall not be liable for loss, damage, detention, or delay resulting from causes beyond its control, with respect to any Buyer-furnished property to be delivered by it to Supplier, and Supplier's acceptance of any such property upon delivery shall constitute a waiver of all claims for delays.
- 11.7 Supplier shall assume and indemnify hold Buyer harmless from and against any and all claims, demands, actions, losses, liabilities, injury, damages, (including taxes), suits (or any claims related to the foregoing) and all related costs and expenses, including without limitation attorneys' fees, reasonable investigation and discovery which are caused by, arise from or relate any and all liability for damage to property or injury to or death of persons arising from or incidental to the presence or use of Buyer-furnished property, whether such damage, injury, or death be caused by defects in the property, negligence in the use thereof, or otherwise.
12. **Indemnification:** Supplier agrees to defend, indemnify, and hold Buyer and its affiliates harmless from any claims, demands, actions, losses, liabilities, injury, damages, (including taxes), suits (or any claims related to the foregoing) and all related costs and expenses, including without limitation attorneys' fees, reasonable investigation and discovery which are caused by, arise from or relate, or arising from (a) claims that any product infringes any intellectual property rights, (b) the failure of Supplier to comply with its warranties and obligations under this PO. If a claim of infringement is made, Supplier will, at its own expense, exercise the first of the following remedies that is practicable: (i) obtain for Buyer the rights granted under this PO; (ii) modify the product so it is non-infringing and in compliance with this PO; (iii) replace the product with non-infringing ones that comply with this PO; or (iv) accept the return or cancellation of the infringing product and refund any amount paid.
13. **Limitation of liability:** To the extent permitted by local law, in no event will Buyer or its affiliates be liable for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages. In no event shall Buyer's liability to Supplier exceed the total amount of fees actually paid by Buyer to Supplier hereunder.
14. **Assignment:** Supplier will not assign its rights or subcontract its duties without Buyer's written consent. Any unauthorized assignment is void.
15. **Exchange of information:** All exchanges of information between the parties pursuant to this PO will be considered non-confidential. If the parties intend to exchange confidential information, such exchanges shall be made under a separate written confidentiality agreement.
16. **Right to audit:** Buyer may, on reasonable notice to Supplier, audit Supplier's books, ledgers, supporting records/documentation and related procedures and controls, relating to any charges paid by Buyer in connection with this PO. If a discrepancy is found during the audit that favors Supplier, Supplier shall be responsible for the cost of the audit.
17. **Insurance:** Supplier shall obtain and maintain all applicable and appropriate insurance, (including, without limitation, business, workers' compensation, auto, errors and omissions, professional and commercial general and liability insurance) in an amount consistent with Supplier's industry practice. Each policy shall name Buyer as a loss payee or additional insured, as appropriate.  
To the extent that Supplier is performing services (including services as a subcontractor) on behalf of buyer, prior to commencing work under this agreement, the Supplier shall submit to Practice Certificates of Insurance, confirming the existence of professional coverage, in the minimum amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate. The Certificate of Insurance shall list Buyer as an additional insured on the Supplier's professional liability policy. The Supplier's insurers shall be licensed to do business in the State where Buyer is located. Supplier is solely responsible for the cost of insurance. In the event that Supplier's insurance is reduced, lapsed, cancelled, terminated or changed, Supplier shall timely notify Buyer of the same.
18. **Applicable laws:** This PO is governed by the laws of the county and state where the Buyer is located.

No modification, amendment, supplement to, or waiver of this PO by Buyer shall be binding upon the parties unless made in writing duly signed by both parties and specifically referencing this PO. Buyer's failure to exercise any right hereunder shall not operate as a waiver thereof.

Both shrinkwrap and clickwrap licenses accompanying any product consisting of software and online Terms of Use or Terms of Service relating to services provided online are null and void, and the terms and conditions of this PO prevail.

Any services performed by Supplier shall be performed as an independent contractor, and Supplier is solely liable for applicable payroll or income taxes.

Supplier shall not use the name or trademarks of Buyer or its affiliates or refer to or identify Buyer or its affiliates in any marketing materials (including without limitation testimonials or customer listings) or press releases without the prior written consent of Buyer.