

Purchase Order Terms and Conditions

1. OFFER AND ACCEPTANCE. This order constitutes an offer by Innovent Technologies, LLC (“I.T.”), to purchase the goods or services described on the front of this PO (the “Goods”) from the supplier to whom this Purchase Order (“PO”) is directed (the “Seller”). If Seller accepts this PO, I.T. and Seller will have formed a contract on the terms and conditions set forth below and on the front of this PO. Seller accepts this PO either by giving I.T. written notice of Seller’s acceptance or by beginning performance of Seller’s obligations under this PO. I.T. hereby limits acceptance of this offer to the express terms and conditions contained in this PO, and I.T. hereby rejects any different or additional terms and conditions offered by Seller. The terms of this PO shall supersede and prevail over any terms and conditions contained in any quotation, acknowledgement of PO, invoice, correspondence or elsewhere or implied by trade practice or course of dealing unless specifically agreed to by I.T. in writing.
2. PRICES. I.T. will not pay prices for the Goods higher than those stated on the front of this PO. If a price is omitted from this PO, the Goods will be billed at the price last quoted to I.T. the price last paid by I.T. to the Seller or the Seller’s current prevailing price, whichever is lower. The Seller warrants that in no event will the prices to be charged to I.T. exceed any net price now given by the Seller to any other customer of the same class for like Goods in like quantities. Unless otherwise specified, the prices include all charges for packaging, handling, storage and delivery. Seller will pay all delivery charges that I.T. has agreed in writing to reimburse. Unless otherwise provided herein, the prices include all taxes not expressly imposed by law on I.T. Payment terms for the Goods are net 30 days from I.T.’s receipt of an invoice from the Seller.
3. DELIVERY/INVOICE. I.T. requires 100% quality parts and on-time delivery performance, based upon appropriate planning information. I.T. will not be obligated to accept substitutions, untimely deliveries, deliveries in quantities other than those ordered by I.T. , early deliveries, or deliveries of Goods failing to conform to Seller’s warranties contained in paragraph 7 hereof. Time is of the essence in this PO. Seller will immediately give written notice to I.T. of any actual or potential cause or event that threatens the timely performance of this PO. Unless otherwise provided on the front of this PO, Seller will retain the risk or loss or damage in transit until the Goods are actually delivered to I.T.’s requested destination. Seller will mail an invoice to I.T. on the day following the date of shipment. The invoice will indicate the PO number, the quantities shipped, the part number or other description of each item shipped and the unit price of each item. With each shipment, Seller will include a carrier’s freight bill, where applicable, and a packing slip showing the PO number, the quantity of each item shipped and the part number or other description.
4. CHANGES. I.T. will have the right to make changes at any time in the specifications and drawings involving the Goods, delivery schedules and requirements relating to packaging or destination by giving Seller written notice. If any such change causes any increase or decrease in the cost or the time required for performance, then the parties will make any equitable adjustment in the contract price or delivery schedule. Seller waives all claims for adjustment under this clause unless Seller makes a claim in writing

within ten (10) days after receipt by Seller of notice of such change. Seller agrees to notify I.T. of any changes Seller wishes to make in the Goods and/or the process by which the Goods are made. If such changes impact the form, fit or function of the Goods, I.T.'s written approval is required prior to the implementation of the requested changes.

5. **BLANKET POs.** If this PO is identified by I.T. as a blanket PO, this PO will cover such portion of I.T.'s requirements for the Goods as I.T. may elect to purchase from time to time from Seller. Unless otherwise expressly provided on the front of this PO, I.T. will be under no obligation to purchase Goods from Seller until an authorized representative of I.T. requests Seller to provide such Goods.

6. **HAZARDOUS MATERIALS.** Seller and its agents will comply with all applicable U.S. and foreign laws and regulations relating to safety, environmental protection, transportation and labeling including, but not limited to, DOT hazardous materials regulations. Sellers of chemicals must supply current Material Safety Data Sheets and must label their products with appropriate warnings. In compliance with the Hazardous Communications Program (29 CFR 1910-1200), all chemicals must (1) be labeled with the identity of any hazard, (2) display appropriate warning and (3) contain the name and address of the manufacturer.

7. **CONFLICT MINERALS.** Innovent Technologies policy is not to do business with suppliers who source "Conflict Minerals" that are known or are believed to have originated from the DRC or adjoining countries or are designated as "not DRC Conflict Free". Innovent Technologies requires compliance from all suppliers and reserves the right to verify compliance.

8. **WARRANTIES.** Unless otherwise specified in writing on the PO, Seller warrants that for a period of one (1) year after the delivery of the Goods to I.T. that the Goods will: (a) be of merchantable quality; (b) be fit for I.T.'s particular purposes communicated to the Seller, (c) be of high quality, and free of defects in material and workmanship; (d) fully comply with all of I.T.'s specifications and requirements which were made part of the PO; and (e) comply with all recognized and established industry standards. Seller further warrants that the Goods will be sold to I.T. free and clear of any liens and encumbrances. All warranties of the Seller involving the Goods shall survive I.T.'s inspection, delivery acceptance and payment.

9. **INSPECTION.** I.T. or its agents, at their own cost and expense, may inspect and test the Goods at Seller's place of business during their manufacture and shall have the right to inspect the Goods at the time of delivery and/or completion. I.T. shall have the right to reject any sub-standard, non-conforming or defective Goods.

10. **INDEMNIFICATION.** Seller will indemnify and defend I.T. and hold I.T. harmless from and against all losses, liabilities, damages, claims, demands, suits, actions, proceedings, subrogation and expenses, including court costs, reasonable attorney's fees, arising from or in connection with: (a) any death or injury to any persons or damage to any property resulting from or alleged to have resulted from the possession, sale, resale, transfer or use of the Goods, including any defects in design (except to the

extent that any such defect in design in the Goods is caused by design and specifications provided by I.T.), warnings and instructions, workmanship or materials; (b) any claim that the manufacture, use, sale or resale of any Goods supplied hereunder infringes any patent, copyright or trademark (except to the extent such infringement is caused directly and solely by detailed specifications originated by I.T.); and (c) the Seller's failure to follow and abide by the provisions of any applicable laws, regulations or ordinances involving the furnishing of the Goods. Seller will, at I.T.'s election and request, promptly assume full responsibility for any such suit, action or proceeding that may be brought or threatened against I.T. and/or Seller.

11. **TOOLING.** All tooling paid for by I.T. will become the property of I.T. Seller will stamp all such tooling with a designation that the tooling is the property of I.T. While tooling is in Seller's possession, Seller will: (a) bear all risk of loss with respect to the tooling and maintain adequate insurance against all insurable risks of loss; and (b) maintain the tooling, at Seller's expense, in first rate condition, excluding replacement and repair of worn out tooling which shall be replaced at I.T.'s expense. Seller will not commingle tools with the property of Seller or any third party and will not move the tooling from locations approved by I.T. without I.T.'s written approval. Upon request from I.T., Seller will deliver the tooling from time to time to Seller's place of business to verify compliance with the provisions of this agreement.

12. **ASSIGNMENT.** This PO may not be assigned, and no performance duty or other obligation of Seller may be delegated, by Seller without the prior written consent of I.T. However, I.T. may assign or otherwise transfer its rights and obligations under this PO to its subsidiaries, affiliates or successors in interest by merger, operation of law, assignment, purchase or otherwise, of all or a portion of its business.

13. **CUSTOMER FURNISHED MATERIAL.** In the event I.T. provides material to Seller to be incorporated by Seller into the Goods, Seller will compensate I.T. for any such material that is lost or damaged while in possession of the Seller or during the Seller's manufacturing process.

14. **CONFIDENTIALITY.** In the event I.T. supplies Seller with any blueprints, drawings, engineering information or other technical information, whether written or oral, Seller covenants and agrees that it shall treat all such information as "confidential information" of I.T. and shall only disclose said confidential information on a "need to know basis" to fulfill the PO. All proprietary rights, including those relating to copyrights, in any written documents or other tangible materials prepared by the Seller for I.T. in the scope of designing, fabricating, manufacturing and furnishing of the Goods shall belong exclusively to I.T. Seller agrees that its furnishing of the Goods for I.T. constitutes a "work made for hire" relationship for purposes of determining authorship under copyright law and all other intellectual property laws. Seller shall not, without first obtaining the written consent of I.T., in any manner advertise or publish the fact that Seller has received a PO to furnish I.T. the Goods.

15. **CANCELLATION BY I.T.** The PO may be cancelled at any time by I.T., without cause, upon the payment to the Seller of the reasonable and documented cost of unsealable or unique raw materials,

unsaleable or unique component parts, engineering and administrative time and supplies for which firm commitments have been made. The PO may be cancelled by I.T., for cause, after providing seven (7) days advance written notice of a default to the Seller and the failure of the Seller to then cure or remedy said default within the seven (7) day period.

16. ENTIRE AGREEMENT. The terms and conditions set forth herein, including all specifications, drawings and other documents expressly referred to in this PO, contain the entire agreement of the parties and supersede all prior negotiations, agreements, understanding or arrangements between the parties with respect to the subject matter hereof. No modification or waiver of any provision hereof will be effective for any purpose unless such modification or waiver is specifically set forth in a writing signed by a procurement representative of the party to be charged with such modification or waiver. No waiver of any right or remedy in respect to any occurrence or event on one occasion will be deemed a waiver of such occurrence or event on any other occasion.

17. GOVERNING LAW. This PO, and the contract created on its acceptance, will be governed by the laws of the Commonwealth of Massachusetts, regardless as to whether the Seller accepts this PO in another state or country. Any controversy or dispute arising under the PO, or the breach thereof, shall be resolved by binding arbitration under the rules of the American Arbitration Association in the Commonwealth of Massachusetts.