1. MATERIALS AND SCOPE OF WORK. Seller shall sell to Wieland Rolled Products North America, LLC ("Buyer") the materials, equipment, goods and any other articles purchased (hereinafter referred to as the "Materials") through a Purchase Order. Buyer shall pay Seller any undisputed amounts for purchase of the Materials within thirty (30) days after receipt at the amount and account set forth on the Purchase Order. Buyer shall not be responsible for any charge for packing, boxing, storage, or cartage. Seller will provide all supervision, professional services, labor, materials, tools, equipment, transportation, subcontracted items, taxes, insurance and all other things reasonably necessary for the sale and purchase of the Materials under the Purchase Order, unless otherwise specifically specified herein or in the Purchase Order. Seller shall perform and abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits loss, in an emergency situation affecting the safety of persons or property. Seller shall sell the Materials to Buyer as an independent contractor and none of Seller’s employees, subcontractors, agents, or representatives shall be considered in any manner to be an employee of Buyer. Neither Buyer, nor any employee, subcontractor, agent, or representative of Buyer, shall be considered to act for, or to represent itself as, act as, purport to act as, or be deemed to be, the agent, representative, employee or servant of Buyer, and no such party shall have any right or authority to make any representations, or to assume or create any obligations in any name or in any way, express or implied, so as to cause an increase in the cost to Seller of performing its obligations hereunder, then Seller shall supply Buyer with proof of the cause of increased costs, and Buyer reserves the right to review the method of calculating the increase of cost in order to determine if the increase in fees is fairly apportioned to Buyer. If Seller shall not proceed with the purchase, manufacture, production, preparation, distribution or transportation of any Materials for which there will be an additional charge, until so authorized in writing by Buyer.

2. SELLER’S RESPONSIBILITIES AND WARRANTIES. Seller represents, warrants and covenants that: (a) it and its employees are free of any commitments or obligations that would limit or prevent full performance of this Purchase Order; (b) it and its personnel are experienced, are qualified, and possess the skills to perform in accordance with the terms and conditions of this Purchase Order; (c) the Materials will be manufactured, distributed, and transported in accordance with the highest professional standards; (d) it has obtained and maintains USEPA accreditation for its laboratories, where applicable; (e) it has independent knowledge of and understands the harmful nature and actual or potential or present or potential, or toxic, flammable, corrosive, reactive, explosive or otherwise, and the currently known hazardous which are presented to persons, property, and the environment from each of the Materials, if any, as described in this Purchase Order; (f) it and its subcontractors to employ and advance in employment qualified individuals with disabilities. All of the above referenced laws are incorporated herein, unless the subcontractors to employ and advance in employment qualified individuals with disabilities. All of the above referenced laws are incorporated herein, unless the

3. CHANGES IN THE MATERIALS. Buyer and Seller, without invalidating this Purchase Order, may request changes in the Materials within the general scope of this Purchase Order. All such changes are subject to Buyer’s prior written approval, which approval shall constitute a modification of the Purchase Order. In the event that the United States, the appropriate state, county, or other governmental agency, department, or body having jurisdiction over Seller shall hereafter enact any statute, ordinance, rule or regulation pertaining to the Materials, and in the event that Seller is required by law, rule, or regulation thereby enactment to increase the cost to Seller of performing its obligations hereunder, then Seller shall supply Buyer with proof of the cause of increased costs, and Buyer reserves the right to review the method of calculating the increase of cost in order to determine if the increase in fees is fairly apportioned to Buyer. If Seller shall not proceed with the purchase, manufacture, production, preparation, distribution or transportation of any Materials for which there will be an additional charge, until so authorized in writing by Buyer.

4. EXCusable DELAYS. If Seller should be unable due to an excusable delay, to meet all of its delivery commitments for the Materials ordered hereunder as they become due, Seller shall not discriminate against Buyer or in favor of any other customer in making deliveries of such Materials. However, Seller shall give Buyer a first priority and first call on all Materials when the Materials become available to Seller. Excusable delay includes: (1) acts of God or of the public enemy, (2) acts of the government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. It does not include defaults of subcontractors at any tier. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Seller. If Buyer shall use its best efforts to mitigate the effects of such cause and to make deliveries as expeditiously as possible. However, if Buyer believes that the delay or anticipated delay in Seller’s deliveries may impair its ability to meet its production schedules or may otherwise interfere with its open book accounting, at its option and without liability therefor, Buyer may cancel outstanding deliveries hereunder wholly or in part. Notwithstanding any provision of this Purchase Order or any other document, Seller agrees it will not claim impracticability to excuse its performance, whether by reason of Section 2-615 of the Uniform Commercial Code, usage of trade or otherwise.

5. DELIVERY. If any shipment or delivery is made which is not in all respects in accord with this Purchase Order (including specifications, time of shipment or delivery), Buyer reserves the right to reject such delivery and, if Buyer so elects, Buyer may treat this Purchase Order as repudiated by Seller and cancel any outstanding deliveries hereunder, without prejudice to Buyer’s rights to claim damages or to enforce any other remedy provided by law. All expenses of transportation and any result of any delivery hereunder as to time of delivery, unless Buyer is notified in writing by Seller at time of delivery, Buyer reserves the right to reject such delivery and will not be responsible for any charge, until so authorized in writing by Buyer.

6. INSPECTION. Buyer shall have the right to inspect the Materials purchased hereunder at Seller’s plant and/or following receipt at Buyer’s facility, at Buyer’s election. Buyer shall have the right to reject those Materials which do not conform exactly to Buyer’s instructions, specifications, drawings and/or Seller’s warranty (whether express or implied) or, if not so specified, which do not conform to standards and specifications; or any other materials purchase order. Of 41 C.F.R. § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. When applicable, this contractor and subcontractor shall abridge the requirements of 41 C.F.R. § 60-741. This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to hist employs in advance in employment qualified individuals with disabilities. All of the above referenced laws are incorporated herein, unless the transaction is exempt, and Seller agrees to submit reports, certificates and other documents required of subcontractors or others by such Executive Order or Acts, the rules, regulations and relevant orders issued under the authority of any of the same. (i) Seller’s transportation of any hazardous material, including but not limited to the quality system requirements detailed in the manual.

7. TITLE AND RISK OF LOSS. Title to and risk of loss of Materials remain with Seller until such Materials are delivered F.O.B. Buyer’s dock, or such other point specified in the Purchase Order. If no such point is given herein, then, until the Materials are delivered to Buyer at Buyer’s dock, title and risk of loss remain with Seller.

8. INFRINGEMENT. It is anticipated that the Materials to which this Purchase Order relates will be processed, used and/or sold by the Buyer and/or its customers. If by reason of any of these acts a suit is brought or threatened for infringement of any patent then the Materials are being covered by any trademark, trade name or copyright, Seller shall, at its own expense defend such suit and indemnify Buyer and its customers against all loss and expense in connection with such suit or threatened suit, including awards of damages, costs and attorney’s fees.

9. DESIGNS, TOOLS, DIES, ETC. Unless otherwise agreed herein, Seller, at its sole cost, shall supply all material, equipment, tools and facilities required to perform this Purchase Order. Any materials, designs, drawings, blueprints, tools, dies, patterns, printing plates or other equipment or property furnished by Buyer or specifically paid for by Buyer shall be property of Buyer shall be used only in filling Purchase Orders from Buyer and may on Buyer’s demand be removed by Buyer without charge. Seller shall use all such property at its sole risk and shall be responsible for all loss of or damage to the same to or any person or other party while such property is in Seller’s custody. Seller shall, at its sole cost, store, protect and maintain such property in all respects in good order and repair at all times.

PURCHASE ORDER TERMS AND CONDITIONS PURCH-Revised (01/20)
10. INDEMNIFICATION. Seller agrees to indemnify and hold harmless, Buyer and its officers, directors, agents, employees, representatives and assigns from and against any and all claims, losses, damages, injuries, liabilities, penalties, forfeitures, suits, and the costs and expenses incident thereto (including cost of defending and reasonable attorneys' fees) which Buyer may hereafter incur as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effect on the environment, or any violation of governmental laws, rules, regulations or orders caused by (a) Seller's negligence or willful misconduct or breach of any term or condition of this Purchase Order or (b) any acts or omissions of Seller, its employees, agents, representatives or subcontractors in the performance of this Purchase Order.

Seller further agrees, upon notification, to promptly assume full responsibility for the defense of any and all such claims, losses, damages, injuries, liabilities, penalties, forfeitures, suits and costs and expenses incident thereto which may be brought against Seller or against Buyer. The Buyer may be represented by and actively participate through its own counsel if it so desires.

In the event Buyer's machinery or equipment is used by Seller in the performance of any work that might be required under this Purchase Order, such machinery or equipment shall be considered under the sole custody and control of Seller during the period of such use by Seller.

11. BUYER'S LIMITATION OF LIABILITY. IN NO EVENT SHALL BUYER BE LIABLE FOR ANY REASON OR ARISING FROM ANY CAUSE WHATSOEVER, FOR PURGEIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL BUYER'S LIABILITY FOR ANY ITEMS PURCHASED UNDER THIS PURCHASE ORDER EXCEED THE VALUE PAID BY BUYER TO SELLER.

12. CONFIDENTIALITY. Seller (including its employees, officers, agents, and directors) shall treat as confidential and proprietary and not disclose to others any information received from Buyer, including but not limited to information constituting or relating to Buyer's plans, drawings, programs, business, facilities, products, costs, equipment, operations, or property or the confidentiality of which is required, which may come within Seller's knowledge in the performance of this Purchase Order, except as available in the public domain through no fault or cause of the Seller, without in each instance securing the prior written consent of Buyer. Seller shall also treat as confidential and proprietary and shall not disclose to others any information relating to chemical composition or quantity of materials received by it from Buyer, and the fact that Buyer was the source of such materials. If Seller is required by subpoena or administrative order (hereinafter referred to as "Order") to disclose any information required by this Purchase Order to be treated as confidential and proprietary, Seller shall promptly notify Buyer of the receipt of such Order and permit Buyer to challenge the Order prior to Seller's disclosure of the information. Upon termination of this Purchase Order, Seller shall, at its sole cost and expense, promptly return all originals, copies, reproductions and summaries, and remove from its computer systems all electronic copies, of Buyer's confidential and proprietary information or certify in writing of the destruction of same in accordance with proper and standard document destruction procedures. Seller's obligations of confidentiality as set forth herein shall be in effect during the life of this Purchase Order and for a period of ten (10) years thereafter.

13. TERMINATION. Buyer shall have the right to terminate the performance of work under this Purchase Order in whole, or from time to time in part, at any time for Buyer's convenience and without cause. After receiving notice of termination, Seller will (a) stop the purchase, manufacture, production, preparation, distribution or transportation of the Materials on the date and to the extent specified in the notice and (b) deliver to Buyer in their then current state of condition, all drawings, reports and other documents relating to the Materials and remaining samples. No cost incurred after the effective date of termination will be reimbursed unless incurred with the express written consent of Buyer. If this Purchase Order is terminated before completion of the Materials, Buyer is not obligated, to complete the Materials itself or cause others to complete the Materials.

14. INSURANCE. Seller shall insure the Materials for Buyer's account. Seller shall secure insurance coverage, issued by companies acceptable to Buyer and at Seller's sole expense, as follows: (i) Worker's Compensation Insurance, including occupational diseases, providing for the payment of statutory benefits required by law covering Seller's performance under this Purchase Order; (ii) Employer's Liability Insurance with a minimum limit of occurrence of $500,000; (iii) Longshoremen's and Harbor Worker's Compensation Act in compliance with applicable statutes; (iv) Comprehensive General Liability, including Pollution Insureds' Additional Interest coverage, on a personal injury basis with limits as follows: (a) Bodily Injury and Property Damage Liability with a minimum of $1,000,000 combined single limit per occurrence, such coverage to include contractual liability and products liability (including completed services); and (b) Public and Contractual Liability Insurance which shall include Seller's contractual liability (including, without limitation, for claim arising pursuant to the indemnification obligations contained in this Purchase Order), including completed services, under this Purchase Order with a minimum limit of $1,000,000 per occurrence; (v) Comprehensive automobile liability insurance with at least $1,000,000 single limit per occurrence; (vi) All other coverage required by applicable laws and regulations, including in addition to insurance, any other form of financial protection required by applicable laws and regulations. Seller shall have Buyer designated as an additional insured party under Seller's Public and Contractual Liability Insurance contract. Seller agrees to have insurance certificates forwarded to Buyer within thirty (30) days prior written notice thereof being given to Buyer by the insurance carrier. Buyer reserves the right to require Seller to increase such limits or to carry other types of coverage with deductibles and limits acceptable to Buyer, provided that Buyer shall reimburse Seller for any additional premiums attributable to such increased coverage. The insurance described herein sets forth minimum amounts and types of coverage, and is not to be construed in any way as a limitation of Seller's liability under this Purchase Order.

15. RECORDS. Seller shall: (a) maintain complete and accurate books and records in accordance with generally accepted accounting principles and practices and sufficient detail to reflect the actual cost of Materials under this Purchase Order; (b) furnish Buyer with statements of Seller's actual cost at such times and in such form and detail as Buyer may request; (c) permit Buyer or its representatives to inspect and audit any and all of Seller's books, records and accounts relating to the Materials, and this Purchase Order at all reasonable times during performance thereof and for a period of three (3) years after payment of the final invoice; and (d) if required by Buyer, Seller's invoices shall be certified by an authorized representative of Seller in a manner to be prescribed by Buyer.

16. GENERAL PROVISIONS.

A. Waiver. Any waiver by either party of any provision or condition of this Purchase Order must be in writing signed by the waiving party. No waiver of any provision when given shall constitute a waiver of any other provision or the same provision on another occasion.

B. Severability. If any provision of this Purchase Order shall be adjudged illegal, invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall not be impaired.

C. Notice. Any notice, communication or statement required or permitted to be given shall be in writing and delivered in person, sent via facsimile, with receipt of confirmation, or by certified mail, return receipt requested, to the address or facsimile number of the respective party. Either party may, by notice to the other, change the addresses, facsimile numbers, and names given above.

D. Entire Agreement: Performance: Governing Law. This Purchase Order and any attachments incorporated by Buyer represents the entire understanding and agreement between the parties concerning the Materials, and supersedes any and all prior agreements, whether written or oral, that may exist between the parties relative to the Materials. No terms of this Purchase Order may be amended or modified by courses of dealing, customs, usage of trade, understandings or agreements purporting to modify, vary, supplement or explain any provision of this Purchase Order shall be effective and none shall be binding unless in writing, signed by duly authorized representatives of both parties. Except as otherwise provided herein, this Purchase Order shall prevail in the event of any inconsistencies between it and the terms and conditions of any quotation, acknowledgment, order, invoice, agreement or other document or understanding of the Seller. Performance of any part of this Purchase Order constitutes acceptance of all terms and conditions of this Purchase Order regardless of whether or not Seller has acknowledged it. This Purchase Order and any question or controversy arising out of the Materials shall be governed by the law of the State of Illinois without regard to its conflict of law provisions.

E. Assignment and Subcontract. Neither party shall assign or subcontract this Purchase Order, its performance, or any monies due or to become due hereunder, and any attempt to so assign shall be void unless with the prior written consent of the other party, except that this Purchase Order may be assigned without consent in connection with the acquisition or merger of Buyer, the acquisition or transfer of all or substantially all of the assets of the Buyer group or division operating the Buyer facility, or the sale or other transfer by Buyer of the Buyer facility.

F. Survival. The confidentiality, indemnification, and insurance obligations set forth herein shall survive the termination of this Purchase Order.

G. Attorneys' Fees and Costs. If any legal action or other proceeding is brought relating to this Purchase Order, or if any party shall become engaged in the defense of any counterclaim or cross claim arising out of or in connection with the transactions contemplated under and in accordance with the provisions of this Purchase Order, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs and all expenses incurred in such action or proceeding, in addition to any other relief to which such party may be entitled.