1. Offer and Acceptance
This Purchase Order is an offer by Buyer to Supplier and is not an acceptance of any counter offer made to Buyer by Supplier. Acceptance of this offer is expressly limited to its terms. Any acknowledgment by Supplier that contains terms in addition to or inconsistent with terms of this Purchase Order, or rejection of any term of this Purchase Order, shall be deemed a counter offer to Buyer and the offer of Buyer shall be in effect. Buyer, unless accepted in an executed writing by Buyer's authorized representative. Performance by, Supplier, in absence of any such acceptance or modification, shall constitute acceptance of terms and conditions of this Purchase Order. DO NOT SHIP the goods herein ordered unless you intend to be bound by the terms and conditions contained herein, and shipment by Supplier of the goods ordered shall constitute acceptance of the terms. Upon acceptance by Buyer, this Purchase Order shall be the final written expression of an agreement between Supplier and Buyer, constituting the entire contract between Buyer and Supplier and superseding all previous communications, either verbal or written, with respect to the subject matter contained herein. Terms and conditions of Supplier's business forms inconsistent with the terms and conditions of this offer shall not become part of any resulting contract.

2. Warranty
Supplier expressly warrants that all materials supplied pursuant to any resulting contract will conform to specifications, including but not limited to drawings, instructions, tests, samples, standards, and regulations, and shall be of good workmanship, free from all defects, merchantable, and fit for the purpose intended. This warranty shall be in addition to all other warranties, express, implied, or statutory. Neither inspection, nor payment by Buyer, shall constitute a warranty or any breach of warranty. All warranties shall inure to Buyer, its customers and subsequent owners/users of items or services covered hereunder, whether they are made expressly or impliedly, and whether or not accepted in writing. Any nonconformance, in Buyer's judgment, may result in termination of any applicable purchase orders and/or contracts. No inspection, approval, test, delay, or failure to inspect or test, or failure to discover any defect or other nonconformance shall relieve Supplier of any obligations this Purchase Order or impair right or remedy of Buyer with respect to Supplier's performance hereunder. If, in Buyer's judgment, items do not conform with Buyer's requirements, Supplier, at its option, may repair, replace, or refund, or/and, in addition to any other rights and remedies it may have, Buyer may, in its sole discretion, (1) return any or all nonconforming items to Supplier for reimbursement, credit, repair, or replacement. Buyer shall be entitled to accept such a counteroffer, but if Supplier refuses to accept such a counteroffer, Supplier shall be held liable to Buyer for its nonconformance. The cost of packaging, handling, inspection, examination, transportation, and any other costs incidental thereto to be charged to and paid by Supplier. Such items shall not thereafter be tendered to Buyer for acceptance unless the previous rejection and requirement of correction are disclosed to Buyer in writing.

8. Payment Date
Unless otherwise agreed to by Buyer in writing, invoices will be paid within ninety (90) days after receipt. Discount terms are 2% per annum and 30 days. Buyer reserves the right to refuse payment on any item for which payment is not in accordance with terms of purchase orders and/or contract, and will be considered as a waiver of any other breach.

3. Remedies; Indemnity; Limitation of Liability
SUPPLIER AGREES TO DEFEND, PROTECT, INDEMNIFY, AND HOLD HARMLESS BUYER, ITS AFFILIATES, SUCCESSORS, EMPLOYEES, AGENTS, CUSTOMERS, AND ALL SUBSEQUENT USERS OF MATERIAL SOLD HEREUNDER HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, EXPENSES, DAMAGES AND LIABILITIES, DIRECT, INCIDENTAL OR CONSEQUENTIAL, EACH ARISING FROM OR RELATED TO THIS PURCHASE ORDER OR ANY INCIDENT WHICH OCCURRED UPON DELIVERY OF THE GOODS OR SERVICES, INCLUDING (A) PERSONAL INJURY OR DEATH TO PERSONS OR PROPERTY OF SUPPLIER OR ITS CUSTOMERS OR ANY OTHER PERSONS OR ENTITIES, RESULTING FROM SUPPLIER'S FAILURE TO DISCHARGE ITS OBLIGATIONS UNDER ANY CONTRACT BETWEEN SUPPLIER AND ITS CUSTOMERS OR ANY OTHER PERSONS OR ENTITIES OR OTHERWISE ARISE OR RESULT FROM THE ACTS OR OMISSIONS OF SUPPLIER UNDER ANY CONTRACT OR AGREEMENT WITH SUPPLIER, OR ANY VIOLATION OF ANY APPLICABLE LAWS, REGULATIONS, OR RULES, OR BY ANY PERSONS OR ENTITIES WHOSE ACTS OR OMISSIONS ARE  RESPONSIBLE TO SUPPLIER, AND INCLUDING WITHOUT LIMITATION LIABILITIES ARISING UNDER ANY WORKMEN'S COMPENSATION LAW AND UNDER ANY OTHER LAW, ORDINANCE, REGULATION, OR JUDICIAL DECISION. Remedies reserved to Buyer herein shall be cumulative and in addition to any other or further remedies provided by law. No waiver by Buyer of any breach of any provision herein shall be deemed to constitute a waiver of any other breach.

4. Price
Buyer shall not be billed at prices higher than stated on this Purchase Order unless authorized in writing by Buyer's authorized representative. Supplier agrees that any price reductions made in items or services covered by this Purchase Order subsequent to its placement but prior to payment thereof will pass through to Buyer. Unless otherwise provided herein, Supplier shall bear the cost of carriage, boxing or storing of items covered under this Purchase Order. Supplier agrees that it will not invoice Buyer for items or services at the lowest price charged to its other customers.

5. Delivery
TIME IS OF THE ESSENCE –Delivery of items or rendering services covered hereunder must be at the time and specific time specified herein or in written releases, or other written instructions issued by Buyer. Buyer may, from time to time, change or temporarily suspend delivery or service schedules. In the event of late delivery of any items or late performance of any services covered hereunder, Buyer may, at its option and without further liability hereunder, partially terminate this Purchase Order. On termination of this Purchase Order, Buyer, very reasonably, may, without loss of any rights or claims, and at its option, may obtain items or services from other sources. Any losses sustained or incremental costs incurred by Buyer as a result of late delivery, failure to meet Buyer's requirements, or delay in timely perform services shall be paid by Supplier to Buyer.

6. Title and Risk of Loss
Except as otherwise expressly provided, title to and risk of loss on all items shipped by Supplier to Buyer shall pass to Buyer upon delivery to Buyer. Cost of all returned shipments, for whatever reason returned, shall be borne by Supplier with title and risk of loss passing at Buyer's location, unless otherwise specified by Buyer at time of return.

7. Inspection and Rejection
Buyer shall have the right to inspect any goods purchased or services rendered prior to its acceptance. Upon inspection, Buyer may give notice of rejection. Acceptance, notwithstanding any payment, passage of title, approval, test, delay, or failure to inspect or test, or failure to discover any defect or other nonconformance shall relieve Supplier of any obligations this Purchase Order or impair right or remedy of Buyer with respect to Supplier's performance hereunder. If, in Buyer's judgment, items do not conform with Buyer's requirements, Supplier, at its option, may repair, replace, or refund, or/and, in addition to any other rights and remedies it may have, Buyer may, in its sole discretion, (1) return any or all nonconforming items to Supplier for reimbursement, credit, repair, or replacement. Buyer shall be entitled to accept such a counteroffer, but if Supplier refuses to accept such a counteroffer, Supplier shall be held liable to Buyer for its nonconformance. The cost of packaging, handling, inspection, examination, transportation, and any other costs incidental thereto to be charged to and paid by Supplier. Such items shall not thereafter be tendered to Buyer for acceptance unless the previous rejection and requirement of correction are disclosed to Buyer in writing.

9. Changes; Safety Event
SUPPLIER MIGHT MODIFY THE DESIGN OR CONTENT OF A PRODUCT SOLD UNDER THIS PURCHASE ORDER WITHOUT THE APPROVAL OF A BUYER. ALL CHANGES INCLUDING SUB-SUPPLIER CHANGES MUST BE CLEARLY IDENTIFIED BY NOTIFYING THE BUYER IN WRITING AND REVISING THE PURCHASE ORDER. MODIFYING THE PRODUCT NUMBER, PRODUCT DESCRIPTION, OR ANY COSTS ASSOCIATED WITH AN UNAPPROVED MODIFICATION WILL BE THE FULL RESPONSIBILITY OF THE SUPPLIER. Buyer shall have the right at any time to make changes in drawings, design, specifications, quantities, delivery schedules, methods of shipment or packaging in place of inspection, acceptance and/or point of delivery of any item to be furnished or service to be rendered under this Purchase Order. No such changes shall be effective unless authorized in writing by Buyer. Should Buyer determine that an event, incident or circumstance has occurred which may result in the need for a safety notice, recall or other removal, repair or replacement of any product(s) or service(s) sold by Buyer and/or its affiliates (“Safety Event”), Supplier shall hold harmless and indemnify Buyer, its affiliates, and their directors, employees, successors, assignees, customers, and all subsequent users of Supplier's products, services, or its acts or omissions, including without limitation product refund, third-party expenses or costs (e.g., testing fees, outside counsel fees, repair costs), the cost and expense of notifying customers and costs and expenses associated with repair, replacement and/or shipment of any affected product. Where the Safety Event was only partially attributable to Supplier or if the extent of the fault is indeterminable, such costs shall be shared 50/50 by the parties.

10. Termination
Buyer shall have the right to cancel this Purchase Order or any part thereof at any time by written notice or verbal notice conditioned in writing. For this reason and without limitation of doubt, Supplier shall not enter into any non-cancellable and non-returnable purchases with its own suppliers without Buyer's prior written consent. In the event of early termination, Buyer shall, after notice of termination, continue to perform such work as instructed by Buyer to preserve and protect work in process, including: final lot of end products and parts, facilities constructed, delivered or in transit, until relinquishing...
PURCHASE ORDER TERMS AND CONDITIONS

10. Indemnification

Supplier agrees to defend, protect, indemnify, and hold Buyer harmless from and against all claims, losses, expenses, and damages, including attorney's fees, incurred by Buyer in connection with Supplier's performance under this Purchase Order.

11. Buyer-furnished Property

Any property furnished by Buyer to Supplier shall remain Buyer's property and shall be used by Supplier only in connection with the execution of this Purchase Order. Supplier shall protect such property from loss or damage and shall return it to Buyer at the conclusion of this Purchase Order.

12. Contracts Involving Performance of Labor on Buyer's Premises

Supplier may enter into contracts with others to perform labor on Buyer's premises. Supplier shall ensure that all such employees are properly compensated and that all labor agreements are in compliance with applicable laws.

13. Patents and Copyrights

Supplier agrees to indemnify and hold Buyer harmless from and against any claims, actions, or suits arising from or related to the use of any patents, inventions, or copyrighted materials supplied by Supplier under this Purchase Order.

14. Definitions

For purposes of this agreement, the term "Supplier" as used herein shall include Supplier's successors and assigns, and all subcontractors, independent contractors, and all classes of persons performing any type of work in connection with this Purchase Order or a related, applicable contract.

15. Global Supplier Handbook and Ethics

Supplier acknowledges that Buyer is committed to quality systems and ethical conduct. Accordingly, Supplier agrees to comply with all applicable ethical conduct standards and codes of conduct, including the Global Supplier Handbook and Ethics Code ("Code of Conduct").

16. Law Governing; Dispute Resolution

This Purchase Order and all exhibits, addenda, attachments, related applicable contracts, and/or amendments hereto shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to its principles of conflicts of laws and excluding the UN Convention on Contracts for the International Sale of Goods, Venue for any suit by Supplier arising from or related to this Purchase Order shall be exclusively limited to the state or federal courts where Buyer is located. Supplier waives the right to sue in another forum.

17. Conflict Minerals

Supplier acknowledges that Buyer is required to comply with rules and regulations promulgated by the United States Securities and Exchange Commission relating to so-called Conflict Minerals. Supplier shall comply with all applicable laws and regulations.

18. Compliance with Laws

Supplier shall comply with all applicable laws, orders and regulations of the Federal, State or municipal government or agency thereof that apply to this Purchase Order ("Applicable Law"). Supplier further agrees to comply with all Applicable Law.

19. Employment Standards

Supplier and Supplier's subcontractors shall comply with all applicable federal, state and local laws, rules and regulations governing labor or employee relations including Sections 6, 7, 12 and 14 of the Fair Labor Standards Act as amended.

20. Equal Employment; Affirmative Action

Supplier agrees to make available to its officers, employees, agents, and subcontractors all employment practices that are necessary to ensure that it is in compliance with all applicable nondiscrimination laws and regulations.
qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, and for inquiring about, discussing or disclosing compensation information. Furthermore, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

21. Confidentiality; Privacy; Security
Any drawings, data, design, specifications, and other technical or business information ("Confidential Information"); whether or not marked as confidential, supplied by Buyer shall remain Buyer’s exclusive property and shall be held in confidence by Supplier through best-in-class security protocols that are maintained by Supplier on its IT systems, including but not limited to reputable email security protocols aimed at detecting and preventing e-mail compromise. Should Supplier require access to Buyer’s systems or interact with Buyer electronically. Supplier shall follow all instructions of Buyer (including, but not limited to security protocols) related to the same and act with utmost care to prevent and detect any security breach related to Buyer or Buyer’s systems. The foregoing includes, but is not limited to, limiting access to Buyer’s systems to only those at Supplier that strictly need it. Not uploading harmful code into Buyer’s systems, and maintaining best-in-class security practices to prevent unauthorized breach, access, theft, or loss of Buyer’s data at any time. Supplier’s information systems are protected by an unauthorized third party where Buyer’s Confidential Information or data is exposed. Supplier is not authorized to release any of Buyer’s Confidential Information or data to third parties. Supplier will carry cyber insurance, in the amounts commensurate with its business risk. Where applicable and with written authorization, Buyer’s Confidential Information is maintained by Supplier on its IT systems, including but not limited to security protocols related to the same and act with strict confidence all Confidential Information and business secrets communicated to it by the Buyer. Charges for packing or crating not allowed unless specifically arranged for.

22. General
This offer may not be assigned or portions subcontracted by Supplier without Buyer’s written approval. Supplier will hold in strict confidence all Confidential Information and business secrets communicated to it by the Buyer. Charges for packing or crating not allowed unless specifically arranged for.

23. Audit Rights
Supplier agrees to allow Buyer or its authorized agent or contractor to perform routine audits of Supplier to confirm that Supplier’s performance is in accordance with terms of this Purchase Order. Such audits shall be at reasonable times and places to be scheduled upon prior written notice from Buyer to Supplier. Supplier’s objection or refusal to participate in an audit pursuant to this provision shall constitute material breach of the terms of this Purchase Order.

24. Exclusion of Mercury
Items finished under this order shall not contain functional mercury nor shall items be contaminated by mercury or mercury compounds.

25. Entire Contract
This Purchase Order and all exhibits, addenda, attachments, and amendments hereof to constitute the entire agreement between Supplier and Buyer with respect to the subject matter hereof and may not be amended unless in writing signed by authorized representatives of Buyer and Supplier.

26. Survival
All representations, warranties and indemnity obligations contained in this Purchase Order shall survive termination, cancellation or expiration of this Purchase Order.

27. Federal Acquisition Regulation Flowdown Clauses
In the event that this Order is not made pursuant to a U.S. Government Contract this clause does not apply to this Order. The Federal Acquisition Regulation (FAR) clauses are incorporated herein by reference, except disputes shall be settled according to these Terms and Conditions where possible. Acceptance of this purchase order constitutes certification of the following clauses; FAR 52.204-23 (Kaspersky Labs); FAR 52.204-25 (Certain Telecom and Video Surveillance); FAR 52.204-27 (Prohibition on a ByteDance Covered Application); FAR 52.227-702 (Requirement to Inform Employees of Whistleblower Rights); DFARS 252.203-7002 (Requirement to Inform Employees of Whistleblower Rights); DFARS 252.225-7016 (Restriction on Acquisition of Ball and Roller Bearings); FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements; FAR 52.203-13, Contractor Code of Business Ethics and Conduct; FAR 52.219-8, Utilization of Small Business Concerns; FAR 52.222-17, No Displacement of Qualified Workers; FAR 52.222-21, Prohibition of Segregated Facilities; FAR 52.222-26, Equal Opportunity; FAR 52.222-35, Equal Opportunity for Veterans; FAR 52.222-36, Equal Opportunity for Workers with Disabilities; FAR 52.222-37, Employment Reports on Veterans; FAR 52.222-40, Notification of Employee Rights under the National Labor Relations Act; FAR 52.222-41, Service Contract Labor Standards; FAR 52.222-50, Combating Trafficking in Persons, or Alternate I thereto; FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements; FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements; FAR 52.222-54, Employment Eligibility Verification; FAR 52.222-62, Paid Sick Leave Under Executive Order 13706; FAR 52.222-63, Privacy Training or Alternate I thereto; FAR 52.222-64, Minimizing Wages Under Executive Order 13665; FAR 52.222-66, Minimum Wages Under Project Labor Agreement; FAR 52.222-68, Equal Employment Opportunity for Women; FAR 52.225-8, Application of the Service Contract Labor Standards; FAR 52.227-7, Employment Reports on Veterans with Disabilities; FAR 52.227-8, Promoting Equal Employment Opportunity; FAR 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels; HHSAR 352.227-70; HHSAR 352.223-70; HHSAR 352.222-70; HHSAR 352.223-70; HHSAR 352.224-3, Privacy Training or Alternate I thereto; HHSAR 352.225-8, Equal Employment Opportunity; HHSAR 352.226-8, Equal Employment Opportunity for Workers with Disabilities; HHSAR 352.227-8, Employment Reports on Veterans; HHSAR 352.228-8, Equal Employment Opportunity for Workers with Disabilities; HHSAR 352.229-8, Employment Reports on Veterans; HHSAR 352.230-8, Equal Employment Opportunity for Workers with Disabilities.

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