

East West Manufacturing LLC Purchase Order Terms and Conditions

1. **Acceptance and Agreement:** East West Manufacturing LLC ("Buyer") shall not be bound by the attached Purchase Order (together with these Terms and Conditions, collectively, the "Order") until the party to whom such Purchase Order is addressed ("Seller") returns a written acknowledgement of this Order to Buyer or starts to perform in accordance with the Order. Execution and return of such acknowledgement or commencement of work to satisfy this Order shall constitute acceptance hereof by Seller of all terms and conditions contained in this Order, and Buyer may withdraw this Order at any time prior to such acceptance by Seller. No agreement or understanding to modify this Order shall be valid unless made in writing and signed by authorized Buyer personnel. Buyer shall not be bound by any terms and conditions not appearing in this Order and shipment by Seller of the material ordered shall constitute a waiver by Seller of all terms and conditions contained in any acceptance form or any other communications which are inconsistent with the terms and conditions set forth on this Order unless specifically agreed to in writing by Buyer. This Order constitutes the sole and entire agreement with respect to the Order and supersedes any and all prior or contemporaneous understandings, agreements or negotiations with respect to the subject matter of the Order. These Terms and Conditions expressly exclude any of Seller's general terms and conditions of sale or any other document issued by Seller in connection with this Order.
2. **Counterfeit Parts Control:** Only new and authentic materials are to be used in products delivered to Buyer. No counterfeit parts are to be contained within the delivered product. Parts shall be purchased directly from the original component manufacturer, or through the original component manufacturer's franchised distributor. Documentation must be available that authenticates traceability to the applicable original component manufacturer. Non-franchised distributors, brokers or others shall not be used without written consent from Buyer.
3. **RoHS/REACH compliance:** Where appropriate, all materials purchased on this Order must comply with the latest version/recast of the Restriction of Hazardous Substances Directive 2011/65/EC and Registration, Evaluation, Authorisation, and Restriction of Chemicals EC 1907/2006. Confirming orders must state compliance. Packaging must be labeled with compliance and a Certification of Compliance to the latest version of this directive provided with each shipment.
4. **Delivery:** Time is of the essence in this Order. Seller shall deliver the goods in the quantities and on the dates specified in the Order to the delivery location on the face of the Purchase Order. Buyer reserves the right to cancel the order and reject the goods upon default by Seller in time of delivery, or Buyer at its option may approve in writing a revised delivery schedule. Goods shipped to Buyer in advance of delivery date or shipments made in excess of Buyer's Purchase Order may be rejected or returned to Seller at Seller's expense, or Buyer may defer payment of advanced/excessive deliveries until scheduled delivery dates. No acts of Buyer, including, without limitation, modification of this Order or acceptance of late deliveries, shall constitute waiver of this provision. Seller shall notify Buyer immediately of any event, including actual or potential labor dispute, which is delaying or threatens to delay the time and performance of this Order.
5. **Title and Risk of Loss:** Title shall pass to Buyer upon delivery and acceptance of the goods in accordance with the delivery terms and specifications set forth in the Purchase Order. Seller shall bear all risk of loss or damage with respect to the goods prior to such delivery and acceptance.
6. **Changes – Purchase Order:** Buyer shall have the right to make changes in the Purchase Order, including changes to the delivery schedule, packaging, testing or delivery location by a notice in writing to Seller prior to delivery. Seller shall use best commercial efforts to minimize any cost increase or later delivery schedule resulting from such changes. Unless identified by Seller within 5 business days of Buyer's notification to Seller of such changes, Seller waives any right to increase cost or delay delivery due to said change. No changes in or additions to this Order proposed by Seller shall be binding upon Buyer unless approved by Buyer in writing.
7. **Changes – Specifications:** Seller shall not change the materials, components, manufacturing process or methods used in the production, testing or inspection of the products covered by this Order without prior written consent of Buyer.
8. **Identification:** Purchase Order number and Buyer part number must appear on all packing lists, shipping documents, invoices and related documentation.
9. **Inspection and Rejection:** All goods furnished hereunder shall conform to Buyer's specifications. All goods are subject to inspection and test by Buyer at place of manufacture, at delivery destination, or any other location designated by Buyer. If any of the goods are found to be defective in material, quantity, or workmanship (including goods damaged because of unsatisfactory packaging by Seller), or otherwise not in strict conformity with the requirements of the Order, including drawings and specifications and approved samples, Buyer shall have the right to reject and return such goods at Seller's expense and to receive full credit or refund (at Buyer's option) for any such rejected goods within five (5) business days of return thereof (which return shall be at Seller's expense).
10. **Buyer Tools and Materials -** Buyer shall retain title to any designs, sketches, drawings, programs, blueprints, patterns, dies, models, molds, tools, tooling, plates, stencils, fixtures, special appliances and materials furnished to Seller by or paid for by Buyer in connection with this Order (collectively, "Buyer Property"). Buyer Property shall be recorded and identified as property of Buyer and retained by Seller on consignment, subject to commission by Buyer. Buyer Property shall be held at Seller's risk and shall be replaced by Seller if lost, damaged or destroyed. Buyer Property shall be maintained in good condition at Seller's expense and kept insured by Seller with loss payable to Buyer and with insurance coverage types and amounts that are adequate and reasonable under the circumstances. Buyer Property shall be used exclusively in the production of products for Buyer and shall not be used in the production, manufacture or design of any products for any other person without prior written consent of Buyer. Buyer Property shall be subject to disposition of Buyer at any and all times. Upon demand, Buyer Property shall be returned to Buyer immediately, including any unused materials furnished by Buyer and all spoiled or defective materials or products which contain any secret or patented device unless Buyer shall otherwise direct in writing. Nothing in this Order shall be construed as imposing any obligation on Buyer to furnish any Buyer Property to Seller.
11. **Indemnity -** Seller agrees to defend, indemnify and hold harmless Buyer, and its affiliates, successors and assigns, and their respective officers, directors, managers, members, employees, customers and users of the purchased items, from and against any loss, injury, death, damages, liability, claim, action, fine, cost or expense (including, without limitation, reasonable attorney and professional fees and costs) (collectively, "Losses") arising out of or in connection with the purchase and/or use of the items purchased from Seller (including

any claim of infringement or misappropriation of intellectual property rights of a third party) and/or arising out of or in connection with Seller's (or its subcontractor's) work or performance under this Order, including any negligence, willful misconduct or breach under this Order.

12. Setoff – Without prejudice to any other right or remedy available to Buyer at law or in equity, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller.
13. Pricing - Seller warrants that the prices for the goods sold under this Order are not, and will not be, less favorable than those currently or hereafter extended to any other customer for the same or like goods in approximately equal or lesser quantities.
14. Compliance - Seller agrees to observe and comply with all applicable laws and regulations. Seller has and shall maintain in effect all licenses, permits, authorizations and similar approvals necessary to perform its obligations under this Order.
15. Packing and Shipping- Seller shall be responsible for safe packing, which must conform to the requirements of carrier's tariffs. No extra charge shall be assessed to Buyer for packaging or shipping materials, or any other fees or charges, unless expressly agreed to by Buyer in writing. All goods must be shipped in accordance with shipping instructions stated on the face of the Purchase Order or otherwise specified by Buyer in writing. Freight charges shall be paid by Seller unless this Order specifies otherwise.
16. Warranties - Seller warrants that the goods delivered from Seller shall (i) be free from defects in materials, workmanship, design and fabrication, (ii) be of a quality, quantity, size, description and dimension specified and strictly in accordance with Buyer's specifications, drawings and approved samples, if any, (iii) be suitable for the intended purpose(s) and operate as intended, (iv) be free and clear of all liens or encumbrances, and (v) not infringe or misappropriate any third party's intellectual property rights. These warranties shall survive acceptance and payment and shall be cumulative to any other warranty provided by law or in equity. Any applicable statute of limitations shall be deemed to run from the date of Buyer's discovery of noncompliance or breach of the foregoing warranties.
17. Relationship of Parties - Seller shall perform hereunder as an independent contractor and not as an employee or agent of Buyer. No relationship of exclusivity shall be deemed to exist from this Order.
18. Assignment of Purchase Order - Seller shall not, without first obtaining written consent of Buyer, in any manner, assign or subcontract all or any part of this Order, nor assign any rights or claims under this Order, or advertise or publish (including denial or confirmation thereof) the fact that Seller has contracted to furnish to Buyer the materials herein ordered.
19. Notices - All notices hereunder shall be in writing and sent by email or certified mail to the executives of the other party under whose business responsibility this Order lies.
20. Confidential Information - Seller agrees to treat as strictly secret and confidential all non-public, confidential or proprietary information of Buyer, including any specifications, programs, drawings, blueprints, nomenclature, samples, models, and other information supplied to it by Buyer, regardless of the method of transmission and whether or not marked as "confidential". Upon request by Buyer, Seller shall return all such information and all Buyer Property to Buyer. The confidentiality restrictions herein do not apply to information that is in the public domain or is rightfully obtained by Seller from a third party on a non-confidential basis.
21. Disputes - Prior to initiating any litigation under this Order, Buyer and Seller shall exercise their good faith efforts for a minimum of 30 days after written notice of such disagreement by one party to the other to resolve such dispute by negotiations between executives who have authority to settle the controversy. Any legal action or proceeding under this Order shall be brought in federal or state courts located in Atlanta, Georgia and each of Buyer and Seller irrevocably submits to the exclusive jurisdiction of such courts.
22. Governing Law - The contract resulting from the acceptance of this Order shall be interpreted according to the laws of the State of Georgia without giving effect to any choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Order.
23. Taxes - Except as otherwise provided herein and unless prohibited by applicable law, Seller agrees to pay any and all taxes (including, without limitation, use tax, transportation tax or other excise tax, custom duty or levy), including, without limitation, foreign, federal, state, provincial and local taxes, which may be imposed upon the items and supplies ordered hereunder, or by reason of their sale or delivery.
24. Waiver - No waiver of any of the provisions contained in this Order shall be valid unless made in writing and executed by both Buyer and Seller. Failure of Buyer to insist upon strict performance shall not constitute a waiver of any of the provisions of this Order or waiver of any other default.
25. Severability – If any term or provision of this Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Order.
26. Termination - Buyer may terminate this Order, in whole or in part, (i) without liability to Buyer, if deliveries are not made at the time and in the quantities specified or in the event of a breach or failure of any of the other terms or conditions of this Order, (ii) at any time for its convenience with respect to undelivered goods, by notice to Seller in writing. On receipt by Seller of such notice, Seller shall, and to the extent specified therein, stop work hereunder and take any necessary action to mitigate damages and protect property in Seller's possession in which Buyer has or may acquire an interest. Any termination by Buyer for any reason shall be without prejudice to any claims for damages or other rights of Buyer against Seller, and Seller's sole and exclusive remedy for such termination shall be payment for goods received and accepted by Buyer prior to such termination. Buyer shall have the right to reasonably audit all elements of any termination claim and Seller shall make available to Buyer promptly on request all books, records, and papers relating thereto.
27. Survival – The terms and provisions of this Order that by their nature apply beyond their terms shall remain in full force and effect following any termination or expiration of this Order.