

TERMS AND CONDITIONS OF PURCHASE

TERMS AND CONDITIONS: All Purchase Orders issued by Endries International, Inc. or any of its subsidiaries (“Endries”) are subject to the terms and conditions stated herein. No terms or conditions other than these terms and conditions, including those in any acceptance, confirmation, acknowledgment, invoice or document attached to be incorporated by reference from a supplier (herein, “Seller”), shall be binding upon Endries unless accepted in writing by Endries. Seller’s shipment or performance pursuant to an Endries’ issued Purchase Order constitutes acceptance of these terms and conditions. Notwithstanding any other provision of this Purchase Order, Endries expressly reserves the right to revoke orders at any time prior to Endries’ receipt of notice of acceptance by Seller.

SHIPMENT: All products shall be properly packed for shipment. Seller shall comply with Endries’ standard routing and shipping instructions. If such instructions are not attached or have not been previously received by Seller, instructions must be requested from Endries immediately. No additional charges will be allowed for packing, crating, freight, express or cartage unless specified on the face of the Purchase Order. Any loss or damage, whenever occurring, which results from Seller’s improper packaging or crating shall be borne by Seller. All products shall be properly labeled and identified with Endries’ Purchase Order number and Endries’ item number (or other identification number shown on the Purchase Order). Product furnished in excess of the quantity ordered will be retained by Endries at no additional cost, unless Seller notifies Endries within 30 days after shipment that it desires the return thereof. Seller will reimburse Endries for the full cost of returning such over shipment or a minimum charge of \$100, whichever is higher. No notification will be given to Seller of any over shipment. If no packing list accompanies the shipment, Endries’ count will be conclusive to Seller.

TRANSPORTATION/TITLE: Unless otherwise stipulated on the face of this Purchase Order or as modified in writing from an Endries’ purchasing agent, products covered by this Purchase Order shall be shipped “FOB destination.” Title to said products shall pass to Endries only upon delivery to an Endries’ specified end destination, regardless of risk of loss. Delivery in advance of the specified Endries’ shipping date, however, will not cause passage of title, transfer of risk of loss and/or establish FOB point. Transportation charges for products delivered FOB destination must be prepaid. No charges for unauthorized transportation will be allowed. Any unauthorized shipment which will result in excess transportation charges must be fully prepaid by the Seller. Endries expressly reserves the right to offset any unauthorized transportation charges that are not prepaid by Seller.

DELIVERY SCHEDULE: Time is the essence in the fulfillment of this Purchase Order. This Purchase Order is subject to cancellation if not shipped at the specified time(s). Endries reserves the right to refuse deliveries made in advance of the delivery schedule. Products shipped after the time specified may be returned at the Seller’s expense for full credit. Retention of all or any part of such products shall not be considered acceptance of same. Acceptance of such products shall not be deemed a waiver of Endries’ right to hold the Seller liable for any loss or damage resulting therefrom, nor shall it act as a modification of the Seller’s obligation to make future deliveries in accordance with the delivery schedule. Endries shall be reimbursed in full or all products returned. In addition thereto, Endries shall have the privilege, if shipment is not made on time, to purchase similar products in the open market in such quantities as they may find necessary not exceeding the amount called for in this Purchase Order and hold Seller responsible for the difference, if any, between the price so paid and the Purchase Order price.

EXCUSABLE DELAYS: Seller shall not be liable for damages for delay in delivery arising out of causes beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. If the delay is caused by the delay of a subcontractor of Seller, and if such delay arises out of causes beyond the reasonable control of both Seller and the

subcontractor, and without the fault or negligence of either of them, Seller shall not be liable to Endries in damages unless the products or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Seller to meet the required delivery schedule. Seller will notify Endries in writing within ten (10) days after the beginning of any such cause.

CERTIFICATES OF ORIGIN AND CUSTOMS DOCUMENTATION: By accepting this Purchase Order, Seller accepts full responsibility for the completeness and accuracy of the corresponding Certificate of Origin and all other customs documentation provided to Endries. Seller accepts any liabilities resulting from inaccurate data on these documents or failure to comply with Certificate of Origin requirements.

INSPECTION: All products shall be subject to inspection and testing at all times and places, including the period of manufacture, by Endries, and are also subject to final inspection and acceptance at Endries' facilities notwithstanding any payments or other prior inspection. Such final inspection shall be made within a reasonable time after delivery. If any of the products furnished hereunder are found at any time to be defective in material or workmanship or otherwise not in conformity with the requirements of this Purchase Order, Endries, in addition to any other rights which it may have under all applicable warranties or otherwise, may at its option correct or have corrected the nonconformity at Seller's expense, or reject and return such products and/or discontinue such services at Seller's expense. Such products shall not be replaced without written authorization from Endries. Endries may accept, without prejudice, a portion of any shipment, and at its option, have Seller repair or replace any non-conforming portion of the shipment, at Seller's expense. Items rejected shall be removed promptly by the Seller at its expense and at its risk.

WARRANTY: In addition to Seller's customary warranties and any other warranties contained herein or implied in fact or by law, Seller warrants that the products delivered and services performed will conform to specifications, drawings, samples or other descriptions furnished or specified by Endries (or if not furnished or specified, to standard commercial specifications), will be merchantable, of high quality and free from defects in design, material and workmanship. Seller warrants that all such products will conform to any statements made on the containers or labels or advertisements for such products, and that any products will be adequately contained, packaged, marked and labeled. If Seller knows or has reason to know the particular purpose for which Endries intends to use the products, Seller warrants that such products will be fit for such particular purpose. Seller warrants that products furnished will conform in all respects to samples. In addition, Seller warrants that it will comply with all applicable laws, rules and regulations of governmental authority covering the production, sales and delivery of the products. Inspection, test, acceptance or use of the products furnished hereunder shall not affect the Seller's obligation under this warranty, and all warranties shall survive inspection, test, acceptance, use and payment, and shall be for the benefit of Endries and its successors, assigns, customers and users of products sold by Endries. Seller's warranties shall not be limited in any way by Endries extending express or implied warranties to its successors, assigns or customers. The remedies stated in this paragraph shall be in addition to, or not in lieu of, other remedies that Endries may have under contract or under law for the breach of any of the warranties herein contained. All warranties shall survive acceptance and payment.

PRICING/TERMS OF PAYMENT: Unless otherwise agreed to in writing between Endries and Seller, payment terms for this Purchase Order shall be two (2%) percent – ten (10) days, net sixty (60) days). The pricing set forth on the Purchase Order shall not be increased nor the terms hereof changed without Endries' written consent. The Seller warrants that the prices of the products covered by this Purchase Order are not in excess of the Seller's lowest lawful prices in effect on the date of this Purchase Order for comparable quantities of similar products. Endries shall be entitled at all times to set-off any amount owing at any time from Seller to Endries or any of its affiliates against any amount payable at any time by Endries in connection with this Purchase Order.

TAXES: Seller is liable for and shall pay all taxes, impositions, charges and exactions imposed on or measured by

this Purchase Order except those Endries specifically agrees or is required by law to pay and which are separately stated on Seller's invoice. Prices shall not include any taxes, impositions, charges, and exactions for which Endries has furnished an exemption certificate.

INSURANCE: Seller agrees to maintain in effect insurance coverage with reputable insurance companies covering workers' compensation and employers' liability, automobile liability, commercial general liability, including products liability and excess liability, all with such limits as are sufficient, in Endries' reasonable judgment, to protect Seller and Endries from the liabilities insured against by such coverages; provided, however, Seller's policy limits shall be at a minimum of \$1,000,000 per occurrence for bodily injury and property damages with a minimum of \$3,000,000 in the aggregate. Seller's insurance described herein shall be primary and not contributory with Endries' insurance and shall name Endries as an additional insured with respect to the commercial general liability policy, including products liability. Seller's insurance carriers shall not cancel or materially amend such policies without thirty (30) day's prior written notice to Endries. Upon request, Seller shall furnish a certificate evidencing the obligations set forth in this paragraph. The obligation to provide insurance set forth in this paragraph is separate and independent of all other obligations contained in these terms and conditions.

CONFIDENTIALITY/OWNERSHIP OF DRAWINGS: All information, including but not limited to designs, specifications, customer lists, pricing, discounts, rebates, business operations, and other informative materials furnished by Endries and received, obtained or utilized by Seller in connection with Endries purchases is solely for the use of obtaining such purchases and is deemed confidential, and shall not be disclosed or used without Endries' consent. Title to all tooling, plans, drawings, prints, samples, and all other materials shall remain with Endries, and if requested, shall be promptly returned to Endries. No license or copyright privileges are granted to Seller under this Purchase Order and all rights are expressly retained by Endries. The aforementioned requirements shall not apply to information which is within the public domain, known to other parties at time of receipt or is rightfully obtained from a third party without breaching the terms of this provision.

HAZARDOUS MATERIALS: If any of the products ordered herein constitute or contain "hazardous or toxic chemicals" as defined by any applicable Federal, State, or local tax, rule or regulation, Seller shall provide at the time of delivery all required notices and information, including without limitation all Material Safety Data Sheets ("MSDS") in approved form. Seller agrees to maintain such information current and shall provide Endries with any amended, altered or revised information on a timely basis. When this Purchase Order or the specifications referred to herein, requires documentation or certification, this requirement is a material requirement of this Purchase Order. Seller's failure to provide such information prior to or at the time of delivery may result in withholding of payment until such is provided.

PATENT AND COPYRIGHT INDEMNITY: Seller hereby indemnifies Endries, its successors, assigns, agents, customers and users of the articles against loss, damage, or liability, including costs and expenses, including attorney's fees, which may be incurred on account of any suit, claim, judgment or demand involving infringement or alleged infringement of any patent rights in the manufacture, use or disposition of any products supplied hereunder, provided Endries shall notify Seller of any suit instituted against it and, to the full extent of its ability to do so, shall permit Seller to defend the same or make settlement in respect thereof. Endries does not grant indemnity to Seller for infringement of any patent, trademark, and copyright or data rights.

PRODUCT LIABILITY INDEMNIFICATION: To the fullest extent permitted by law, Seller agrees to indemnify, save harmless, and defend Endries and its affiliated companies, their customers, directors, officers, employees and agents, from and against any loss, liability, costs, expense, suits, actions, claims and all other obligations and proceedings whatsoever, including without limitation, all judgements rendered against, and all fines and penalties imposed upon Endries and any reasonable attorney's fees and any other costs of litigation (hereinafter collectively referred to as "liabilities") arising out of or based on any alleged non-conformity, defect or failure of any product

covered by this Purchase Order or arising out of any actual or alleged violation by such products of any statute, ordinance, rule or regulation. This indemnity includes without limitation any product safety or quality control recall, corrective action or product retrofit, and any action or proceeding arising out of any of the above occurrences.

TERMINATION: Endries shall have the right to terminate the Purchase Order or any part thereof at any time. In the case of termination by Endries of all or any part of this Purchase Order for convenience, any resulting termination claim must be submitted to Endries within thirty (30) days after the effective date of termination. Unless otherwise agreed to in writing, Endries shall be liable for not more than thirty (30) days finished inventories and no more than sixty (60) days raw inventories. The provision of this subparagraph shall not limit or affect the right of Endries to terminate this Purchase Order for cause. If Seller fails to make any delivery in accordance with the agreed delivery date or schedule or otherwise fails to observe or comply with any of the other instructions, terms, conditions, or warranties, separately or in any combination, applicable to this Purchase Order or fails to make progress so as to endanger performance of this Purchase Order or in the event of any proceedings by or against Seller in bankruptcy or insolvency or appointment of a receiver or trustee or an assignment for the benefit of creditors, Endries may, in addition to any other right or remedy provided by this Purchase Order or by law, terminate all or any part of this Purchase Order by telegraphic or other written notice to Seller without any liability by Endries to Seller on account thereof. Endries may require a financial statement from Seller at any time during the term of this Purchase Order for the purpose of determining Seller's financial responsibility. In the event of termination for cause, Endries may produce or purchase or otherwise acquire product elsewhere on such terms or in such manner as Endries may deem appropriate and Seller shall be liable to Endries for any excess cost or other expenses incurred by Endries as a result of Seller's default.

COMPLIANCE WITH LAWS: Seller warrants that all products provided hereunder have been produced and all services performed are in compliance with applicable federal, state, and local laws, ordinances, codes, rules, regulations or standards, including without limitation, the Fair Labor Standards Act of 1938 (29 U.S.C. 201-210), and those pertaining to the manufacture, labeling, invoicing, and sale of such products or services, environmental protection, immigration, employment and occupational safety and health, including without limitation, FAR 52.222-26 Equal Opportunity, FAR 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans; FAR 52.222-36 Affirmative Action for Handicapped Workers, Regulation (EC) No 1907/2006 on Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) and the Restriction of Hazardous Substances Directive (RoHS). Where legally required, Seller shall include these clauses in its purchase orders supporting Endries' Purchase Orders, and shall at Endries' request, certify to the foregoing. Seller agrees to indemnify and hold harmless Endries for any failure or non-compliance by Seller in connection with this section, including without limitation the payment of any fees, fines, assessments or penalties.

CALIFORNIA PROPOSITION 65: Proposition 65, the Safe and Drinking Water and Toxic Enforcement Act of 1986, was enacted as a ballot initiative in November 1986. The Proposition was intended to protect California (USA) citizens and the State's drinking water sources from chemicals known to cause cancer, birth defects or other reproductive harm, and to inform citizens about exposures to such chemicals. In order to notify customers of possible exposure at the point of sale, Seller must notify Endries if product contains chemicals covered by this Act that meet or exceed Safe Harbor levels that require a 'reasonable warning' and validate that the items are properly labeled for sale in California (USA). The list of chemicals and metals covered by Prop 65 now exceeds 900, and the list continues to grow every year. For a complete listing, visit www.oehha.org/prop65.html.

CONFLICT MINERALS: Seller is expected to ensure that parts and products supplied to Endries are "DRC conflict-free," meaning that if they contain metals derived from columbite-tantalite (tantalum), cassiterite (tin), gold, wolframite (tungsten), or their derivatives (collectively "Conflict Minerals"), such Conflict Minerals either originate outside the Democratic Republic of the Congo or an adjoining country ("Covered Countries"), or if sourced within

the Covered Countries, are confirmed to be conflict-free, meaning that the minerals do not directly or indirectly finance or benefit armed rebel groups through mining or mineral trading in the Covered Countries. Seller shall establish and implement policies, due diligence frameworks, and management systems consistent with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas. Seller acknowledges and understands that many of Endries' customers are required to comply with the requirements of Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd Frank") and the U.S. Securities and Exchange Commission ("SEC") rules and regulations, which require reporting of the use of Conflict Minerals in the manufacture of its products. Seller agrees to cooperate with Endries' due diligence efforts necessary for compliance with Dodd Frank and the SEC. Further, Seller shall disclose to Endries any use of Conflict Minerals in the production of any parts or products, and, if such materials are used, shall submit a description reasonably acceptable to Endries of measures taken to assure the appropriate sourcing and chain of custody of such Conflict Minerals.

APPLICABLE LAW: The formation, acceptance and performance of this Purchase Order between Endries and Seller shall be governed in accordance with the laws of the State of Wisconsin, without regard to any conflict law principles.

WAIVER: Endries' failure to insist upon strict compliance shall not be deemed to be a waiver of any right granted Endries herein. Endries shall not be deemed to waive any such right unless such waiver is in writing signed by Endries, such waiver shall not constitute a waiver of any other default under this Purchase Order.

ASSIGNMENT: Neither this Purchase Order nor any rights or obligations herein may be assigned by Seller nor may Seller subcontract in whole, or substantially in whole, the performance of its duties hereunder without, in either case, Endries' prior written consent. The terms and conditions of this Purchase Order shall bind any permitted successors and assigns of Seller. Any consent by Endries to assignment shall not be deemed to waive Endries' right to recoupment and/or set off of claims arising out of this or any other transactions with Seller, its divisions, affiliates or subsidiaries, or to settle or adjust matters with Seller without notice to permitted successors and assigns.