



PURCHASE ORDER TERMS

1. **ACCEPTANCE OF THIS ORDER.** This purchase order (“Order”) is an offer by Greene Group Industries (GGI) (“Buyer”) to purchase goods and/or services from you (“Seller” or “Supplier”) based on the terms and conditions that are stated herein. Notwithstanding the forgoing, if a master agreement (“Master Agreement”) covering the goods or services described in this Order exists between Buyer and Seller, the terms of such Master Agreement prevail over any inconsistent terms herein. Should the Supplier not agree to any or all of the pre-printed terms and conditions, the Supplier will express those objections in writing to (GGI) prior to work being performed.
2. **CHANGES TO THE ORDER.** If the goods or services covered by this purchase Order have changed between the time of this Order and the last time such goods and services were purchased by Buyer, or if the goods and services covered by this purchase Order change or vary during the performance of this purchase Order, Seller agrees to notify Buyer in writing of any material changes or variations in the goods or services. Unless Seller notifies Buyer in writing, Seller warrants that each good and service provided to Buyer is identical in all material aspects. If the Seller notifies the Buyer of any changes they will be accepted by Buyer in writing.
3. **CHANGES TO SPECIFICATIONS.** Buyer shall have the right by written order, without notice, to make changes in the work to be performed or materials to be furnished by Supplier. If such changes cause an increase or decrease in the amount due under this order or in the time required for its performance, an equitable adjustment shall be made, and the order shall be made accordingly. Any claim for adjustment must be asserted in writing within 5 days of the date the change is ordered. Nothing contained in this clause shall relieve Supplier from proceeding without delay in the performance of the order as changed.
4. **CANCELLATION AND/OR TERMINATION.** Buyer may cancel this order in whole or in part without liability to Buyer if deliveries are not made at the time and to the quality specified or in the event of a breach or failure or any of the other terms or conditions hereof. Buyer may terminate this order in whole or in part at any time for its convenience by notice to Supplier in writing. On receipt of such notice by Supplier, the Supplier shall take any necessary action to protect property in Supplier’s possession in which Buyer has or may acquire an interest. Any termination claim must be submitted to Buyer within 30 days after the effective date of the termination and shall be subject to equitable adjustment based on negotiation. Buyer shall have the right to reasonable audit all elements of any termination claim and Supplier shall make available to Buyer on request all books, records and papers relating thereto.
5. **PRICE.** The pricing on the Order reflects the pricing agreed by Seller and Buyer, and may not, without the prior written consent of Buyer, exceed the last quotation received by Buyer from Seller. If Seller does not reject the Order as set forth in Section 1 above, then delivery to Buyer of goods and services set forth on the Order will be deemed acceptance of all such pricing.
6. **SUBCONTRACTOR.** Supplier may not assign or subcontract any of its rights or obligations without Buyer’s prior written consent. Supplier is responsible for the performance or non-performance of any subcontractor



**GREENE GROUP
INDUSTRIES**

and will indemnify, defend and hold harmless Buyer from and against all claims, actions, losses, damages, costs and expenses (including reasonable attorneys' fees) arising from any subcontractor's acts or omissions.

7. **SHIPMENT AND PACKAGING.** All materials and tools covered by this order shall be suitably packaged or otherwise prepared for shipment so as to secure the lowest transportation rates and to meet the carrier's requirements. No charges will be allowed for packaging or crating unless stated in this order. Each container must be clearly marked to show quantity, contents, Supplier's name, and the number of this Order. Packaging must meet or exceed ASTM standards. Any loss or damage, whenever occurring, which results from Supplier's improper packaging or crating shall be borne by Supplier. Supplier accepts full responsibility for the completeness and accuracy of all transport and customs documentation ("Shipping Documents") provided to Buyer. Supplier accepts any liabilities resulting from incomplete or inaccurate data on Shipping Documents or failure to comply with any import or export requirements.
8. **INSPECTION AND ACCEPTANCE.** Buyer shall have a reasonable opportunity to inspect the Materials after the delivery to Buyer's premises. Buyer shall not be deemed to have accepted any such Materials until the expiration of such reasonable time for inspection. In the case that an item is defective in material or workmanship, or otherwise not in conformity with the requirements of this Order, Buyer will have the right to reject it, to require its correction or to accept it with an adjustment in price. Any item that has been rejected or required to be corrected must be replaced or corrected by and at the expense of Supplier promptly after notice. If, after being requested by Buyer, Supplier fails to promptly replace or correct any defective item, then Buyer may, at its option (a) by contract or otherwise, replace or correct such item and charge to Supplier the cost occasioned thereby, (b) without further notice, cancel this purchase order for failure in accordance with Item 4 above, or (c) require an appropriate reduction in price.
9. **TITLE.** Title to goods covered by this Order passes to Buyer at Buyer's receiving dock unless otherwise shown on the face of this Order hereof, as set forth in a Master Agreement, or otherwise agreed in writing by the parties hereto. Passage of title under this provision does not limit Buyer's full right of inspection or constitute final acceptance. If goods are returned by Buyer to Supplier due to non-compliance with this Order, then title will pass to Seller on delivery of all or the applicable part of the goods thereof being transferred, to a carrier for return to Seller.
10. **INVOICE, DISCOUNTS AND TAXES.** Seller will provide Buyer with invoices issued in duplicate, unless otherwise specified. Each invoice must be mailed on the date appearing on the invoice. Discount date will be established from the date on which Seller has complied with all terms of this Order and delivered an invoice to Buyer. The purchase price herein is inclusive of any and all taxes and other governmental charges now imposed or hereafter becoming effective upon the production, sale, shipment or use of the materials specified in this Order and Seller agrees to indemnify Buyer against and reimburse Buyer for any expenditures Buyer may be required to make on account of Seller's failure to pay such taxes and other governmental charges.
11. **WARRANTY.** Supplier warrants that all goods delivered (a) will be free from defects in workmanship, material, and manufacture, (b) will comply with the requirements of this purchase order, including any



drawings or specifications incorporated herein or samples furnished by Supplier, (c) where design is Supplier's responsibility, will be free from defects in design, and (d) will conform to all specifications of the order and Supplier agrees not to make any changes to the processes, materials or products delivered without prior written approval from Buyer. Supplier further warrants that all goods purchased hereunder will be of specified quality and will be fit for the purposes intended by Buyer. The foregoing warranties constitute conditions of this purchase order. They are in addition to all other warranties, whether express or implied, and will survive any delivery, inspection, acceptance or payment by Buyer. All warranties run to the benefit of Buyer and its customers. Buyer's approval of Supplier's materials or design will not relieve Supplier of any warranties. If any goods delivered do not meet the warranties specified herein or otherwise applicable, Buyer may, at its option, (a) require Supplier to correct any defective or nonconforming goods by repair or replacement at no cost to Buyer, or (b) return such defective or nonconforming goods to Supplier at Supplier's expense and recover from Supplier the order price thereof, or (c) correct the defective or nonconforming goods itself and charge Supplier with the cost of such correction.

12. **INSURANCE.** (a) For the duration of this Agreement and for three years following its completion or termination, Supplier shall secure and maintain in effect, at its own expense, by insurance companies rated A-VII or better by A.M. Best, at least the following insurance coverage that will fully protect both Supplier and Buyer: commercial general liability (including product liability and completed operations liability) in a sum no less than \$3 million per occurrence, automobile liability with a minimum combined single limit of \$1 million per occurrence, worker's compensation in an amount no less than the applicable statutory minimum requirement and employer's liability in an amount no less than \$1 million per occurrence. The insurance Supplier is required to maintain under this Agreement shall: (i) name Buyer and its affiliates, directors, officers, employees and agents ("Buyer Parties") as additional insureds, (ii) be endorsed to provide a waiver of subrogation in favor of Buyer Parties, and (iii) be primary over any other insurance available to Buyer or any self-insurance program of Buyer. (b) Prior to delivery of any Materials, Supplier will provide to Buyer certificate(s) of insurance evidencing that Supplier maintains insurance in accordance with the foregoing requirements. Buyer shall have no obligation to examine such certificate(s) or to advise Supplier in the event the insurance is not in compliance with Buyer's requirements. Buyer's receipt and/or acceptance of certificate(s) not in compliance with Buyer's requirements shall not be construed as a waiver of such insurance requirements, which constitute a material condition to this Agreement. Further, the insurance coverage and amounts to be maintained are not intended to and shall not in any manner limit or qualify the liabilities and obligations of Supplier.
13. **ADVERTISING.** Supplier shall not, without first obtaining written consent of Buyer, in any manner advertise, publish or use for the purposes of demonstration the fact that Supplier has contracted to furnish to Buyer the tools/materials ordered herein.
14. **INTELLECTUAL PROPERTY AND CONFIDENTIALITY.** Supplier agrees to treat as strictly secret and confidential all specifications, programs, drawings, blueprints, nomenclature, samples, 3D models, and other information supplied to Seller by Buyer. Buyer shall retain any design, sketches, drawings, programs,



GREENE GROUP
INDUSTRIES

electronic-files, blueprints, patterns, dies, 3D models, molds, tools, and materials furnished to Supplier by or paid for by the Buyer in connection with this order.

15. **NON-SOLICITATION.** During the term of this Agreement and one year following completion of final delivery of the Materials, Supplier agrees that it will not, without Buyer's prior written consent, directly, or indirectly through third parties, employ, solicit, engage or retain the services of Buyer's employees or personnel.
16. **LAWS AND REGULATIONS.** Seller warrants that all goods delivered pursuant to this Order (i) will be produced, sold, and delivered to Buyer in compliance with all applicable laws and regulations, if required, the Seller will comply with Federal Acquisition Regulation (FAR) clause 52.219-8 "Utilization of Small Business Concerns", which is hereby incorporated by reference. The provisions of Executive Order 11246, as amended, along with the rules and regulations of the Office of Federal Contract Compliance Programs (OFCCP), as well as the Small Business Act, as amended, are applicable to this Order unless exempted under applicable Orders and regulations issued thereunder. Seller agrees that it will comply with U.S. Securities and Exchange Commission disclosure rules and other regulations regarding "conflict minerals", including the Dodd-Frank Wall Street Reform and Consumer Protection Act, and that it will undertake periodic inquiries of any Subcontractors and manufacturers of Products to ensure compliance with the foregoing. **WARNING:** Documents or engineering drawings, prints, etc. that are attached to or can be viewed or printed from this Order or accompanying e-mail may contain technical data whose export is restricted by the Arms Export Control Act (22 USC 2278), the International Traffic in Arms Regulations (ITAR, 22 CFR Parts 120-130), or the Export Administration Act of 1979, as amended (22 USC App. 2401 et. seq.) and may not be exported, released or disclosed to non-U.S. persons (i.e., persons who are not either US citizens or lawful permanent residents/green card holders) inside or outside of the United States, without prior written authorization by the relevant US Government agency. Violations of these export laws may result in severe civil, criminal and administrative penalties.
17. **INDEMNITY AND NOTICE OF CLAIMS.** Seller will defend indemnify, protect, and hold Buyer harmless against any and all loss or damage to persons (including death) or to property (including attorneys' fees) resulting from or arising in connection with the goods and/or services furnished hereunder. Notwithstanding the foregoing, Supplier's indemnification obligations under this Section 18 will not apply to the extent that such claims arise from Buyer's negligence or willful misconduct.