

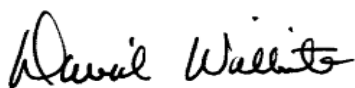
Dear Valued Supplier,

As a member of the Plews, Inc. team, we are sure you understand the necessity of written expectations. Your commitment to excellence is essential to our success and yours.

The requirements outlined in this document define the normal methods of doing business with Plews. Acceptance of each Plews, Inc. Purchase Order binds you to these requirements and to the attached Terms & Conditions of Purchase. Failure to follow these requirements will result in financial penalties and ultimately loss of business if the failure to comply is chronic and unresolved.

Please acknowledge receipt and understanding of this document by signing and returning page 13 directly to the Director of Sourcing, Global Sourcing Manager and Quality Manager as noted on page 7.

Best regards,



David Wilhite
Director of Global
Sourcing



Doreen Boyle
Purchasing Supervisor



Jeff Donaldson
Quality Manager

Quality

1. Diligent adherence to drawings and other written specifications is required
2. Advance written approval is required for any deviation from drawings or other written specifications
3. Failure to adhere to drawings and other written specifications will have consequences as outlined in the Supplier Performance Rating Manual
4. Supplier is responsible for costs incurred by Plews because of unapproved deviations in Quality
 - a. RID (Rejection, Identification and Disposition)
 - i. Written by Plews Quality for non-compliance issues
 - ii. Can result in charge backs or fines as noted in Addendum A which accompanies this document
 - iii. Can result in Vendor Corrective Action Request (VCAR) which must be answered via the document provided by Plews Buyer or Quality Representative

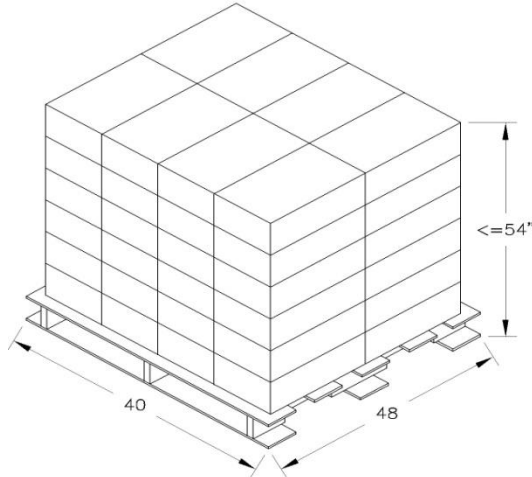
Commercial Terms

1. Pricing
 - a. Detailed written explanation of proposed price increases, typically by product groups, are required and must include
 - i. Currency and exchange rates (if applicable)
 - ii. Raw material price movements by commodity, including as quoted and current commodity pricing, index used and link to this index.
 - iii. Freight (shipping) price movements
 - iv. Other commercial factors influencing price adjustment
 - b. 90 days written notice during which time Plews, Inc. will study both the proposal and alternative product sources
 - c. Written acknowledgement from Plews, Inc. before price increases are applied to invoices
 - d. Placed into effect based on Plews, Inc. Purchase Order Date, **not the ship date**
 - e. Price Decreases are expected when cost drivers move in a direction favorable to Plews and will be implemented immediately (90 day notice not required)
 - f. Price Change Files must be in Excel spreadsheet format and must include Plews, Inc. Part Number and Rev Level as used on Plews, Inc. Purchase Orders
 - i. See PART NUMBER/DESCRIPTION field for each line number
 - ii. Sample shown in Appendix B
 - g. Price Change Files must be sent to the Buyer and Global Sourcing Manager and Sourcing Analyst (see page 6 for contact information)
2. Packing Lists
 - a. E-mail a copy of the packing list to the Buyer as a form of ASN (Advance Shipping Notice)
 - b. Paper copy of the packing list must be attached to the outside of the shipment when it arrives at Plews
 - c. The packing list must contain
 - i. Plews Part number
 1. See PART NUMBER/DESCRIPTION field for each line number
 2. Sample shown in Appendix B
 - ii. Quantity
 - iii. PO number
 - iv. PO line number

3. Invoices
 - a. Invoices must match the Purchase Order and Packing List documents
 - i. Must be priced at Plews authorized price point to be accepted for Plews Accounts Payable system
 - ii. Plews Part number
 1. See PART NUMBER/DESCRIPTION field for each line number
 2. Sample shown in Appendix B
 - iii. Quantity
 - iv. PO number
 - v. PO line number
 - vi. PO price
4. Debit Memos (Charge backs)
 - a. Debits (charge backs by Plews, Inc. against the supplier) will be deducted immediately upon processing of the Debit Memo by the Plews, Inc. Buyer and Accounts Payable
 - b. Plews, Inc. will make every effort to ensure that charge backs situations are fully investigated and communicated to the supplier in a timely manner
 - c. Debits (charge backs) for issues addressed in this document do not require further supplier agreement to be entered by Plews
5. Inventory Responsibility through the Supply Chain
 - a. Plews, Inc. will not be responsible for materials which have not been ordered on a Plews, Inc. Purchase Order
 - b. Forecasting and Stocking Programs put into place with certain suppliers will be documented separately and will be covered by a Plews, Inc. Blanket Purchase Order with specific terms
 - c. In no case, except as covered by a specific signed agreement, will Plews, Inc. be responsible for more than 2 months' total supply of any product and / or component stocked by a Supplier for the benefit of Plews
6. Purchase Order Terms & Conditions
 - a. Attached as Addendum C
7. Direct Import and Drop Ship Orders
 - a. Plews may from time to time issue Purchase Orders which require the purchased material to be shipped directly to a customer rather than to a Plews facility.
 - b. Suppliers are expected to refrain from direct contact with the end customer (Plews' customer) except as required by legal import and customs activity. If direct contact is required the Plews Buyer will authorize by e-mail must be copied on all correspondence. If a phone call is required a follow-up e-mail must be sent documenting the content and participants in the conversation.
 - c. Any questions which arise as a result of such Purchase Orders must be referred to the Plews Buyer.

Packaging Specifications (Item specific drawings or specifications supersede this section)

1. Pallets
 - a. Good quality 40" x 48" pallets which meet all applicable import and export regulations
 - b. Total height of a loaded pallet may not exceed 54" (may not exceed 46" for double stacked import container loads)
 - i. EXAMPLE:



- c. Mixed load pallets must have a packing list which pertains only to that pallet
 - d. Multiple pallets of the same item may be combined onto one packing list but the pallets must be numbered (Ex. 1 of 3; 2 of 3; 3 of 3) and the packing list must state the number of pallets included in the shipment
 - e. Each shipping carton on each pallet must adhere to the standard stated below
 2. Shipping carton (i.e., over pack, master pack, convenience pack, case)
 - a. Must be clearly marked on the outside with
 - i. Quantity
 - ii. Plews Purchase Order part number (DOES NOT APPLY IF SHIPPED TO PLEWS' CUSTOMER)
 - iii. Box number and total number of boxes (Ex. 4 of 12)
 - iv. Gross weight (LBS or KGS) and Net weight (LBS KGS)
 - v. L x W x H dimensions (IN or CM) and CBM
 - b. Plews may require labels for these markings or they may be printed on the carton, in either case the markings are subject to ISIR approval by Plews
 - i. Additional detailed marking requirements will be indicated in the drawing for each SKU
 - c. Individual shipping cartons may not weigh more than 40 LBS (18.2 KGS)
 3. Standard packs
 - a. The standard pack is the unit which Plews ships to its customers
 - b. The standard pack is subject to artwork and barcode standards and must follow the ISIR approval process
 - c. Barcodes must be readable to Plews published standards which are available from the Quality Manager
 4. Individual packs
 - a. The individual pack is the unit which Plews customers sell to the final consumer
 - b. The individual pack is subject to artwork and barcode standards and must follow the ISIR approval process
 - c. Barcodes must be readable to Plews published standards which are available from the Quality Manager

5. Safety of Loads (pallet, truckload, or container)
 - a. The supplier is responsible for safely loading each carton, pallet and truck (or ocean container)
 - b. Individual shipping cartons may not weigh more than 40 lbs (18.2 kgs)
 - c. Questions about load configurations should be submitted through your Buyer with accompanying drawings and / or photographs
 - d. Loads which arrive at Plews destination in disarray or in an unsafe condition will subject the supplier and the carrier to possible charge backs for costs incurred at Plews
 - e. Safety nets, load restraints, air pillows, and other devices to secure the load in transit should be used by the supplier if necessary

Delivery Expectations

1. Plews expects timely delivery. The supplier should estimate the necessary transit time and ship early enough to meet the Purchase Order Need Date.
 - a. Allowable deviation is up to three (3) days early and zero (0) days late
 - b. Suppliers who chronically fail to deliver on time will be assessed financial penalties (see Addendum A) and face eventual loss of business
2. If on time delivery is in jeopardy, Plews requires notification by the supplier to the Buyer well in advance of the missed delivery date. Failure to notify Plews may result in financial penalties (see Addendum A) and score degradation in our Supplier Rating System

Supplier Performance Rating Manual and Supplier Questionnaires

1. Our separate Supplier Performance Rating Manual defines additional detailed requirements for suppliers, if you do not have a copy of this manual please request one from your Buyer. It is important to your overall score that you provide documentation to your Plews Buyer for each of the certifications, Programs or surveys below. In this manual you will find requirements for:
 - a. Environmental – ISO 14000
 - b. Quality – TS16949 / ISO 9001
 - c. Safety – OHSAS 18001

NAFTA & other Country of Origin Certificates

1. Must be on official US Customs & Border Protection document
 - a. Non-NAFTA may be on Company Letterhead
2. Must list all SKUs in detail (generic or blanket NAFTA Certificates are not acceptable)
3. Must be provided within 24 hours any time NAFTA or Country of Origin status changes
4. Must be provided annually (October - November) whether requested or not
 - a. Reminders will be sent, failure to receive a reminder does not remove responsibility
5. Must be provided any time NAFTA Country of Origin status changes

Hexavalent Chromium Plating Processes

1. Plews, Inc. requires the complete elimination of Hexavalent Chromium in all plating processes
2. Each Supplier must certify, in writing, that their plating processes, **including their suppliers and sub-contractors**, use only Hexavalent Chromium Free materials
 - a. Hexavalent Chromium Statement required for certification is included at the end of this document
3. This requirement supersedes all previous requirements including drawings which have not yet been updated
4. **There is no acceptable level of Hexavalent Chromium for any Plews, Inc. purchased product**

MSDS, RoHS, REACH updates

1. Must be provided annually with updated effectivity date
2. Must list all applicable Plews, Inc. part numbers on each document (generic or blanket documents are not accepted)
 - a. Plews, Inc. Part number
 - i. See PART NUMBER/DESCRIPTION field for each line number
 - ii. Sample shown in Appendix B
3. Must be in PDF format
4. Contact Plews Quality Manager if you have other questions

Conflict Minerals

1. Plews Inc. required suppliers to ensure the parts and products supplied to Plews containing tungsten, tantalum, tin and gold, be DRC Conflict-free. DRC Conflict-free parts and products contain no metals derived from “Conflict Minerals” such that they directly or indirectly finance or benefit armed groups through mining or mineral trading in the Democratic Republic of Congo, or adjoining countries where human rights violations are alleged.
2. Each supplier must certify in writing that their process including their suppliers and sub-contractors use only Conflict Minerals Free materials.

GHS – Contact Plews Quality Manager if you have any questions.

1. All suppliers must be switched over the Global Harmonized Hazard Communication Standard by May 2015. In 2015 MSDS’s will no longer be acceptable and are replaced with the SDS.
2. Supplier must provide SDS’s annually with updated effectivity date
3. Must list all applicable Plews, Inc. part numbers on each document (generic or blanket documents are not accepted).
 - a. Plews, Inc. Part Number
 - b. See PART NUMBER/DESCRIPTION field for each line number
 - c. Sample shown in Appendix B
4. Must be in PDF format

California Proposition 65

Suppliers **must** monitor their products’ contents and notify Plews, Inc. of all chemicals included in that product which have been listed on California’s Proposition 65 List of hazardous chemicals. Information about Prop 65, including a list of chemicals, may be found at the official website <https://oehha.ca.gov/proposition-65>

1. It is the responsibility of the supplier to know when the Prop 65 list changes and to act accordingly.
2. Any change in contents that can cause a violation of California’s Proposition 65 Consumer Protection Law requires written acceptance by Plews prior to manufacture or shipment.

Limited liability Insurance

When an Plews agrees to do business with a supplier for materials, equipment, supplies, or services, that suppliers activities and the goods provided create an inherent liability risk to Plews . The goal of this program is to protect Plews from loss or exposure to loss resulting from any negligence on the part of an under/uninsured vendor who furnishes services to the Plews . By obtaining an appropriate certificate of insurance and maintaining a current certificate of insurance on file, Plews has evidence that insurance has been obtained which transfers risks associated with the business relationship with the vendor from the institution to the insurer.

1. Provide certificate at the start of doing business together and every two year thereafter.

New or Changed Product Submission - ISIR (Initial Sample Inspection Report) & First Article

1. ISIR & First Article Approval is required for all new and changed products, processes, or sub-contract suppliers
2. ISIR & First Article Approval may be required for previously approved product if product has not been purchased in past 12 months
3. ISIR & First Article Approval samples and related communications will go through the Plews, Inc. Buyer
4. Minimum of one (1) standard pack including at least six (6) individual samples are required for each ISIR & First Article submission
 - a. ISIR requires one set of samples and First Article requires a separate set of samples
5. ISIR samples must include all packaging, artwork, and other requirements in the condition which will be supplied for the final order
 - a. Functional test samples provided prior to ISIR / First Article process do not count for these processes
6. ISIR samples must be manufactured using the actual production process
7. Detailed ISIR procedure and instructions will be supplied separately by Plews QC

Non-Disclosure / NNN / Bailment Agreements

1. Each supplier may be required to sign the appropriate additional agreements with Plews, Inc.
 - a. NDA – Non-disclosure agreement as deemed necessary by Plews Sourcing
 - b. NNN – Non-disclosure, Non-use, Non-circumvent agreement as deemed necessary by Plews Sourcing
 - c. Bailment – Ownership terms & conditions agreement related to tooling paid for and owned by Plews

Important Contacts @ Plews, Inc.:

Title	Name	E-mail	Direct Phone
Director of Sourcing	David Wilhite	dwilhite@plews.com	815-973-5316
Quality Manager	Jeff Donaldson	jdonaldson@plews.com	815-285-9459
Controller	Lori Crow	lcrow@plews.com	815-285-9471
Accounts Payable	Sabrina Stewart	sstewart@plews.com	815-285-9412
Purchasing Supervisor	Doreen Boyle	dboyle@plews.com	815-285-9471
Planner	Andy Walls	awalls@plews.com	815-285-9474
Buyer	Megan Tegeler	mtegeler@plews.com	815-285-9460
Buyer	Tammy Williams	twilliams@plews.com	815-285-9449
VP of Finance	Ann Considine	aconsidine@plews.com	815-285-9481

Addendum A – Cost Recovery and Administration Fees (Debit Memos issued by Plews)

Non-compliance Issue (Applies to all Plews facilities)	Charge Back per occurrence (Labor @ \$45 / hour)	Admin Fee per occurrence
<i>Product Quality</i>		
Part out of spec	Cost to return, sort, rework, etc.	\$150
Artwork out of spec	Cost to return, sort, rework, etc.	\$150
Barcode out of spec	Cost to return, sort, rework, etc.	\$150
Packaging out of spec	Cost to return, sort, rework, etc.	\$150
Incorrect or bad pallet	Cost to return, sort, rework, etc.	\$150
Mixed product in carton	Cost to return, sort, rework, etc.	\$150
Failure to include Plews PO or Part Number as specified	Cost to return, sort, rework, etc.	\$150
Any other out of spec condition	Cost to return, sort, rework, etc.	\$150
<i>Administrative Quality</i>		
Shipment without ISIR and First Article approval	Cost to return, sort, rework, etc.	\$150
Missing packing list	Cost to return, sort, rework, etc.	\$150
Incorrect data on packing list or invoice	Cost to return, sort, rework, etc.	\$150
Shipped to incorrect address	Cost of additional freight and handling	\$150
Incorrect PO Number	Cost to return, sort, rework, etc.	\$150
Late Delivery (Based on Plews Need Date)	Supplier to pay Air Freight charges to a Plews designated destination plus any other actual costs incurred by Plews	\$150
Plews Receives Fines caused by Late Delivery	Supplier to pay Fines plus any other actual costs incurred by Plews	\$150
Other Administrative Quality issues	Cost as incurred by Plews	\$150
Overdue Vendor Corrective Action Request (VCAR)	\$25 per day after 1 week	\$150

NOTE: Labor Charge Backs and Admin Fees are solely to recover the cost of managing the compliance infraction through the Plews system

Addendum B - Sample Purchase Order Document

PLEWS INC.

PHONE: 1-815-288-3344
 FAX: 1-815-288-0708

PURCHASE ORDER NO. 000000185366

ISSUED 6/10/20
 CHANGED 0/00/00

PURCHASE ORDER

TYPE STANDARD
 PAGE 0001
 REVISION 000

004970199

CARRIER SEE ROUTING GUIDE
 FRT FOB ORIGIN
 FREIGHT THIRD PARTY BILL
 TERMS NET 60 DAYS

ALTEC PACKAGING SYSTEMS
 1130 LARKIN DRIVE
 LTURCOTTE@ALTECPACKAGING.COM

WHEELING IL 60090

B PLEWS INC.
I 1550 FRANKLIN GROVE RD
L DIXON, IL 61021
L 815-288-3344
T
O

SHIP TO PLEWS INC.
 1550 FRANKLIN GROVE ROAD
 AIRPORT INDUSTRIAL PARK
 DIXON, IL 61021

NONTAXABLE
 ALL WOOD PALLETS FOR INTER-
 NATIONAL SHIPMENTS MUST MEET
 IPPC ISPM 15 STANDARDS

LINE	QUANTITY	UOM	PART NUMBER/DESCRIPTION	UNIT PRICE	EXTENDED
0001	72000.0000	FT	9118107 FOIL THERM TRANS 2.1 IN REVISION: B ART REV: 00/00/0000 NEED DATE: 7/15/20	.0086	619.20

- Supplier is responsible for following all Instructions, Supplier Requirements Letter & Terms and Conditions found at the supplier website: [HTTP://WWW.PLEWS-EDELMANN.COM/SUPPLIER](http://WWW.PLEWS-EDELMANN.COM/SUPPLIER).
- The Supplier Requirements Letter, including Terms and Conditions (both of which may be revised periodically) are hereby incorporated into this PO by reference, and are also found on the website noted above.
- Plews, Inc. is not obligated to pay for product or any costs incurred by the supplier if ISIR and/or first article approval is not granted by PLEWS, Inc.
- All required products manufactured after 8/27/2018 must contain updated and compliant California Prop 65 warnings.

TOTAL 619.20

Authorized Signature TAMMY WILLIA

PLEWSPO

Addendum C – Purchase Order Terms & Conditions

1. Acceptance of Agreement: These Terms and Conditions, the purchase order(s), making reference to them and any attached or referenced exhibits and/or schedules constitute the entire agreement (the "Agreement") between the parties and supersede all prior negotiations and communications. Seller's acknowledgment of or delivery under Buyer's purchase order for goods, materials, tooling, supplies, services and/or work, as described on the purchase order (collectively referred to herein as "Goods"), will be deemed Seller's acceptance of this Agreement. Buyer and its "Affiliates", defined as those entities that control, are controlled by, or are under common control with Buyer, may purchase Goods under this Agreement. The terms on a purchase order will control over any conflicting terms in these Terms and Conditions.

2. Delivery: Deliveries must be made in the quantities and at the time specified on the purchase order. Buyer has no liability for payment for Goods delivered to Buyer that are in excess of the specified quantities and outside the required delivery dates. All settlements will be based on Buyer's weights or counts. Time is of the essence for Seller's performance of all of its obligations under this Agreement. If at any time Seller has reason to believe that deliveries will not be made as scheduled, Seller will immediately notify Buyer of the cause and duration of the anticipated delay.

3. Shipping Instructions and Risk of Loss: Unless the purchase order states otherwise, all Goods will be shipped freight prepaid, and all risk of loss, injury or damage to the Goods are defined by the provisions of DDP (Incoterms 2010) Buyer's selected destination. Seller must pack, mark and ship all Goods in strict accordance with Buyer requirements to insure lowest transportation cost. No charges may be made for packing, boxing, storage or returnable cartons. Seller must mark each package with Buyer's order number, part number and address. Each case must be marked by Seller with a separate case number, name of shipper, contents of case, designated weights and volumes and Buyer's specification number, or in accordance to the packaging specifications set by the Buyer. Where multiple packages comprise a single shipment, Seller must consecutively number each package.

All wood packaging used by supplier must comply with the International Phytosanitary Standard, Invasive Species Pest Management, (ISPM-15) for regulated wood packaging material (WPM) entering countries which have adopted this standard. Seller must comply with all operational guidelines and procedures of the customs agency or department of the importing country. All regulated WPM must be treated and marked according to the ISPM-15 standard and applicable importing country regulations. Seller must provide any required statements or certifications of "non-coniferous" or "non-wood" packaging to the receiving port authorities.

All packing slips, invoices and/or bills of lading must display the purchase order number and shipper's package numbers. All original bills of lading or express receipts must be immediately sent to Buyer upon shipment. Buyer reserves the right to reject any C.O.D. shipments, Goods sent on a sight draft basis and those not accompanied by appropriate documentation.

4. Payment, Invoices and Taxes: For Imported goods (not including Mexico and Canada) the Buyer agrees to pay for Imported Goods within 90 days after the Bill of Lading date (Net 90 BOL) if a correct and valid invoice for the Goods is received by Buyer and the Goods have actually been received by the Buyer. Invoices may not be dated prior to the Bill of Lading date unless otherwise stated on the purchase order. All invoices must contain the purchase order number. Each party agrees to collect, remit and pay all taxes that arise out of the sale of the Imported Goods as required by applicable law, or in the case of import/export taxes, in accordance with the INCOTERMS specified on the purchase order. Without prejudice to any other right or remedy, Buyer reserves the right to set-off or deduct any amount owing at any time from Seller against any amount payable by Buyer to Seller under this Agreement. For Domestic (US, Mexico, Canada) goods the Buyer agrees to pay within 90 days after the End of the Month Received (Net 90 EOM). In all cases, Imported and Domestic, Title to the Goods changes when the Goods are received in the Buyer's designated destination facility.

5. Warranties: Seller warrants that the Goods: conform to applicable standards, specifications and drawings; are merchantable; are fit for the particular purpose for which such Goods are to be employed; are free from defects in materials and workmanship; and conform to any other express warranties Seller may have made to Buyer. If Seller is responsible for the design of the Goods, Seller warrants that they will be suitable for use by Buyer, including installation by Buyer in its ultimate products. Buyer's written approval of designs furnished by Seller will not relieve Seller of its obligations under this warranty and Seller waives all defenses of lack of reliance. Seller is liable for all damages both to Buyer and any third party as a result of any breach of warranty of any Goods. The foregoing warranties are in addition to any other warranties customarily made by Seller and any implied warranties available by law.

6. Quality Control: Seller must meet the requirements of TS16949/ISO9001, Buyer's Supplier Requirements Letter & Manual (Supplier Quality Process) or Buyer's quality and other specifications stated on the purchase order for Goods used in production or resale.

Seller agrees to provide and maintain inspection and quality control system covering the Goods acceptable to Buyer. Buyer and Seller agree to maintain records of all inspection work and make them available to the other party upon request. Goods which do not conform to the purchase order and Goods which do not meet warranty requirements ("Nonconforming or Defective Goods") will be returned for credit to Seller at the Seller's expense and risk, unless otherwise agreed. Payment for Goods on any purchase order will not constitute Buyer's acceptance thereof, nor will acceptance be deemed a waiver of Seller's liability for latent defects or nonconformance. In addition, if a special production run is made for Buyer then the first Goods produced maybe subject to first article acceptance by Buyer prior to further fabrication. Acceptance by Buyer of the first article will not be considered acceptance of all subsequent Goods.

7. Intellectual Property: If Seller performs or has performed research, design or development work or activity for which Buyer compensates Seller, either in a separate charge or included in the cost of prototype or production materials, then any and all inventions and discoveries and information and data generated by Seller related to the sale of the Goods ("Intellectual Property") are the sole and exclusive property of Buyer. Seller agrees to disclose all Intellectual Property promptly to Buyer and to give all assistance necessary to secure full title in the Intellectual Property in Buyer including letters patents.

8. Confidential Information: Seller understands that the Buyer considers all information delivered to Seller by Buyer, in any form, to be confidential and proprietary ("Confidential Information"). All Confidential Information, which includes Intellectual Property, remains the property of Buyer, and must be returned to Buyer promptly upon Buyer's request. Seller agrees to maintain the confidentiality of such information for a period of ten (10) years after the last delivery of Goods to Buyer unless such information: (a) is or becomes public knowledge other than through the unauthorized disclosure by Seller; (b) is received legally without restriction on disclosure from a third party who has the right to make such disclosure; or (c) is required to be disclosed to comply with a judicial order or decree. Confidential Information may only be used by those employees and contractors of Seller who have executed non disclosure agreements with Seller protecting Buyer's Confidential Information and who have a need to receive it in order to fulfill Seller's obligations under this Agreement.

9. Cancellation: Buyer reserves the right to cancel all or any part of a purchase order without payment or further liability if: Seller breaches any of the terms of this Agreement; Seller does not make deliveries as specified in the schedules; or, in Buyer's reasonable discretion it determines that delivery in accordance with the delivery schedules is endangered.

Buyer reserves the right to cancel all or any part of a purchase order for its convenience upon written notice to Seller. When the cancellation is for convenience, Seller may submit a claim to Buyer for reimbursement of costs. Any claim must be submitted within 30 days of the effective date of the cancellation and include sufficient supporting data to permit Buyer to verify the claim. Buyer will pay verified claims for: (a) previously delivered unpaid Goods conforming to the purchase order; (b) any outstanding balance on Buyer's Property (c) undelivered finished Goods conforming to the purchase order and produced in accordance with Buyer's delivery or release schedules; (d) actual costs incurred for work-in-process and raw materials ordered in accordance with Buyer's delivery or release schedules and which Seller cannot use to produce goods for itself or other customers; and (e) other related costs which Buyer may elect to pay in its sole discretion. Payment under this paragraph is conditional upon Buyer's receipt of all claimed finished and unfinished Goods, Buyer's Property, work-in-process and raw materials.

Any cancellation of this Agreement does not excuse Seller from its performance of any obligations accrued prior to such cancellation.

10. Buyer's Property: Any property, including but not limited to equipment, tools, fixtures, dies, jigs, patterns, gauges or materials, furnished either directly or indirectly by Buyer to Seller in connection with this Agreement, or which Buyer buys from, or gives reimbursement to, Seller in whole or in part (collectively, "Buyer's Property") will be and remains the sole property of Buyer and will be held by Seller on a bailment basis. Seller agrees that Buyer has the right, at any time to retake possession of or request the return of Buyer's Property. While in Seller's custody or control, Seller bears the risk of loss, theft and damage to Buyer's Property. Seller agrees to keep Buyer's Property free from all liens and encumbrances and insure the Buyer's Property against loss or destruction. Seller must permanently mark all Buyer's Property as "Property of Buyer". At all times, Seller will: (a) use Buyer's Property only for the performance of this Agreement, (b) not deem Buyer's Property to be personal (c) not move Buyer's Property from the address designated on the purchase order without prior written approval from Buyer, and (d) Seller will not sell, transfer or otherwise dispose of Buyer's Property without prior written consent by Buyer. Buyer has the right to enter Seller's premises at all reasonable times to inspect Buyer's Property and Seller's related records. If Buyer purchases the Buyer's Property from Seller, it must be built robustly and durably for its intended use.

11. Production Equipment: Unless otherwise stated on the purchase order, Seller at its own expense must furnish, keep in good condition and replace when necessary, all equipment, dies, tools, gauges, jigs, fixtures, patterns, or other items necessary for the production of the Goods (the "Production Equipment"). Buyer reserves the right to take possession of and title to any Production Equipment that is special for the production of the Goods, unless the Goods are standard products of Seller, or if substantial quantities of like Goods are being sold by Seller to others.

12. Change in Specifications: Buyer reserves the right to make changes in design and specifications for any Goods. The difference in price or time for performance resulting from such changes will be equitably adjusted and the purchase order will be amended accordingly. If necessary, Buyer agrees to pay for the reasonable and actual costs of changes to the Production Equipment to effect design or specification changes ordered by Buyer.

13. Indemnity: Seller agrees to defend, indemnify and hold Buyer, its Affiliates, directors, employees, and customers (collectively "Indemnified Parties") harmless from any and all demands, claims, damages, including bodily injury and/or death, actions, judgments, fines, penalties, losses, expenses (including reasonable attorney fees and court costs), and import and export customs fees for which the Indemnified Parties might become liable as a result of (a) any negligent or willful act or omission of Seller, its employees, agents or subcontractors, (b) Seller's performance or nonperformance under this Agreement; (c) failure of the Goods to meet any warranties; (d) Seller's failure to affix required safety warnings to the Goods or to provide adequate use instructions; (e) the Indemnified Parties' use of the Goods; and (f) actual or alleged infringement of, or inducement to infringe, any domestic or foreign patent, trademark, copyright or mask work by reason of the manufacture, use or sale of the Goods. This paragraph does not obligate Seller to indemnify the Indemnified Parties for injuries or damages caused solely by the negligence of the Indemnified Party.

14. Insurance: Seller represents that it has insurance policies in effect and agrees to furnish insurance carrier's certificates showing that Seller has worker compensation/employers liability, commercial liability/public liability and professional indemnity/product liability coverage in amounts and with insurance carriers acceptable to Buyer. Said certificates must state the amount of coverage, number of policy, date of expiration and a term giving Buyer ten (10) days prior written notice of cancellation. Seller's purchase of any insurance coverage or furnishing of the certificates does not in any manner limit Seller's liability hereunder or in any way modify Seller's obligations to Buyer. Subject to shipping terms stated on a purchase order, Seller is responsible for insurance on overseas shipments regardless of destination.

15. Remedies: Seller will pay or reimburse to Buyer all losses, expenses, out of pocket costs, penalties and administrative costs and any other charges which Buyer incurs arising from or in connection with: (a) any Nonconforming or Defective Goods, including repair and replacement, (b) any product which incorporates any Nonconforming or Defective Goods which Buyer sells to any customer, including repair and replacement of any incorporating product; (c) Seller's inability to meet delivery schedules or requirements; and (d) Seller's failure to comply with each and every term of the Agreement. The remedies provided in this Agreement are cumulative and additional to any remedies provided at law or in equity.

16. On-Site Services: Seller agrees that while working on Buyer's premises, its workers will adhere to all of Buyer's company policies, rules and safety regulations. Workers agree to sign whatever forms are required by Buyer for confidentiality, security and administrative reasons. Only if approved in writing in advance by Buyer in connection with any services, will Buyer reimburse Seller for actual and reasonable expenses incurred (without mark-up) by Seller including travel and living expenses which are directly associated with Seller's performance of the services.

17. Compliance with Laws: Seller warrants that in the conduct of its business it is in compliance and that all Goods are in compliance with all applicable federal, state, provincial, and local laws, rules, orders and regulations, of the countries (and their legal subdivisions) of manufacture, assembly and delivery ("Applicable Laws") including without limitation, import and export requirements. Upon request, Seller agrees to supply Buyer with proof of such compliance in such form as may be required by any Applicable Law and as Buyer may deem necessary. If Goods are delivered to or produced in the United States of America Section 202 of Executive Order 11246, as amended, is incorporated by this reference. *For Québec residents only:* It is the express wish of the parties that this Agreement and all related documents be drawn up in English./C'est la volonté expresse des parties aux présentes que ce contrat et les documents y afférents soient rédigés en langue anglaise.

18. Supply Chain Security. If the Goods are delivered cross border, Seller agrees to be compliant and maintain compliance with the guidelines of the applicable supply chain security programs of the importing country, e.g. for US shipments, US Customs and Border Protections Customs Trade Partnership Against Terrorism (C-TPAT); for Canadian shipments, Partners in Protection (PIP).

19. Buyer's Liabilities: In no event will Buyer's liability for any breach, alleged breach or cancellation of this Agreement exceed the total price shown on the applicable purchase order, nor will Buyer be liable for any incidental or consequential damages resulting from any such breach, alleged breach or cancellation.

20. Advertising: Seller may not advertise or publish in any manner the existence or terms of this Agreement, relationship or materials associated with the Buyer without first obtaining the written consent of Buyer.

- 21. Force Majeure.** Neither party may be held responsible for delays or failures in performance under this Agreement if its performance is delayed or prevented by revolutions or other civil disorders, wars, fires, floods or acts of God (excluding strikes or other labor action) which by the exercise of reasonable diligence that party is unable to prevent. If such delay lasts over thirty (30) days, either party has the option to terminate this Agreement. Such termination will be treated as a rescission.
- 22. Assignment:** Seller may not assign this Agreement, in whole or in part, without Buyer's prior written consent. Buyer may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 23. Independent Contractor Relationship:** Seller is an "independent contractor" and this Agreement does not create between Buyer and Seller an employer/employee, joint venture, partnership, or similar relationship nor is Buyer authorized to exercise control or direction over the manner or method by which Seller performs any services or provides Goods.
- 24. Survival:** In addition to any other term whose context may so require, the terms contained in sections 1, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 19, 20, 24, 25, 26, 27 and 28 will survive any termination of this Agreement.
- 25. Invalid Terms:** If any one or more of the provisions contained in this Agreement, or the applicability of any such provision to a specific situation, are held invalid or unenforceable by a court of competent jurisdiction, the court will determine whether to: (a) modify such provision to the minimum extent necessary to make it or its application valid and enforceable, or (b) eliminate the affected provision while leaving the rest of the Agreement intact, as long as the Goods can be delivered at substantially the same specifications, schedule and price contained in the Agreement. If the Goods cannot be delivered at substantially the same specifications, schedule and price in the Agreement, then this Agreement will be terminated. Such termination will be treated as a rescission.
- 26. Interpretation of Agreement:** This Agreement constitutes the entire agreement of the parties concerning its subject matter, and merges all prior and other communications with respect to its subject matter. Except as otherwise provided, this Agreement may only be modified or cancelled in a written document signed by authorized representatives of both parties. The terms of this Agreement control over any terms in any acknowledgment, invoice, proposal, quote, time card or other document issued in the performance of this Agreement. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver.
- 27. Governing Law:** The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. This Agreement will be construed under the laws of the country, state, province or local jurisdiction of the Buyer's headquarters location in that country. Each party waives its rights to a jury trial of any claim or cause of action based upon or arising out of this Agreement or its subject matter hereof.
- 28. Audit Rights:** At its discretion and expense, Buyer or its designated representative may audit, inspect and test: the Goods; relevant records; Seller's inventory, delivery, quality and production processes, including at the seller's premises; Seller's ability to fulfill its obligations under this Agreement; Seller's compliance with Applicable Laws; and its actual performance under this Agreement.

Must be signed (and chopped) by a Corporate Officer of the Supplier:

1. I acknowledge receipt of and compliance with Plews Supplier Requirements rev. 20190315
2. I agree that any price increase will be announced in writing in the appropriate Plews, Inc. format a minimum of 90 calendar days prior to implementation.
3. I agree to provide detailed cost analysis with any price increase which is appropriately announced and to respond promptly to queries from Plews, Inc. which following any such announcement.
4. I acknowledge that **Hexavalent Chromium** is not used in any plating process by the Supplier, its Suppliers, or its Sub-contractors. I understand that Plews, Inc. or an authorized third party will audit processes and shipments from time to time and, if evidence of **Hexavalent Chromium** is found, product will be returned immediately at the Supplier's expense and that all additional costs related to the non-compliance will be charged back to the Supplier. A written Supplier Corrective Action and follow-up confirmation audits will also be required.
5. I acknowledge the parts supplied to Plews Inc. to be free of **Conflict Minerals**. Furthermore suppliers to Plews Inc. must develop policies toward preventing the use of conflict minerals or derivative metals sourced from mines controlled by armed groups in all items to be supplied to Plews Inc... I understand that Plews Inc. at any time may ask for your documented efforts to determine the source of any conflict minerals or derivatives and provide Plews Inc. with evidence of the origin of the metals tantalum, tin, tungsten and gold in products to be supplied to Plews Inc.. Any smelters producing tantalum, tin, tungsten or gold metals subsequently used in Plews Inc. products are requested to seek and obtain certification through the EICC/GeSI Conflict Free Smelter (CFS) program. When there are an adequate number of CFS smelters/refiners available for sourcing, Plews Inc. will require sourcing from CFS certified smelters.

Please return by e-mail (PDF or JPG file) addressed to all three below:

David Wilhite, Global Sourcing Director, Plews, Inc. at: dwilhite@plews.com

Doreen Boyle, Purchasing Supervisor, Plews, Inc. at: dboyle@plews.com

Jeff Donaldson, Quality Manager, Plews, Inc. at: jdonaldson@plews.com

Date Signed _____

E-mail Address _____

Printed Name _____

Telephone _____

Signature _____

< Must include Company Chop where applicable

Company _____

Title _____

< Must be a Corporate Officer