



## PURCHASE ORDER TERMS AND CONDITIONS (Indirect US)

1. **GENERAL.** These Purchase Order Terms and Conditions (the "Standard T&Cs") are hereby made a part of the accompanying purchase order (the "Purchase Order" or "Order"), which further describes the materials bought or services provided, and the "Agreement" shall mean the Purchase Order, the Standard T&Cs and any separate master services agreement or similar agreement (a "MSA") that may be entered into in writing between the vendor to whom the Purchase Order is issued ("Seller") and Calca Solutions, LLC ("Buyer"). In the event of a conflict between the terms written on the Purchase Order, these Standard T&Cs and any MSA, the conflict shall be resolved in the following order of priority: first, the terms of the MSA (if applicable), second, the terms of the Purchase Order, and, finally, the terms of these Standard T&Cs, but in all events the document containing the more stringent or detailed requirements of Seller with respect to any particular matter shall prevail. Each shipment received by Buyer from Seller shall be deemed to be only upon the terms and conditions that may be contained in the Agreement, except as they may be modified, superseded or otherwise altered by Buyer in writing, notwithstanding any terms that may be contained in any acknowledgement, invoice or other form of Seller and notwithstanding Buyer's act of accepting or paying for any shipment or any similar act of Buyer, and Buyer hereby rejects any different or additional terms and conditions proposed by Seller.

2. **COMPLIANCE WARRANTY.** Seller warrants that any goods provided under the Purchase Order ("Goods") shall be adequately manufactured, contained, packaged, marked, labeled, registered and shipped in compliance with, and that the Goods and services provided in connection therewith shall conform to, the requirements of all applicable federal, state and local laws, regulations, rules and orders. **Additionally, and without limiting the foregoing, it is specifically understood that Buyer is an Equal Opportunity Employer and Seller warrants that it complies with the Fair Labor Standards Act of 1938, as amended, and the Immigration Reform and Control Act of 1986.**

3. **PRICE; DELIVERY; AND RISK OF LOSS.** The price set forth in the Purchase Order shall cover the net weight of the Goods. Seller shall remit all invoices to Buyer in accordance with the instructions set forth on each Purchase Order or release order. Payment terms are net 90 days from the date or receipt of the invoice by Buyer. No extra charge of any kind, including without limitation, charges for boxing, packing or crating, shall be allowed without Buyer's prior written consent. If, at any time during the term of this Agreement, Buyer can purchase goods of a like quality at a price or on terms which will result in a delivered cost to Buyer that is lower than the cost of the Goods, Buyer may notify Seller of such lower delivered cost. Seller shall, within fifteen (15) days after such notice, advise Buyer in writing whether or not Seller will meet such price or such terms. If Seller elects not to meet such price or such terms, or fails to advise Buyer within such fifteen (15) day period, Buyer may purchase the lower delivered cost goods, and the quantity of any purchase so made shall correspondingly reduce any purchase and sales obligations of Buyer and Seller, respectively, hereunder.

The Goods delivered shall correspond precisely to the Order in terms of quantity and quality. If the Seller diverges from the Order, it shall notify Buyer thereof in writing. Unless Buyer specifically agrees to these divergences, Buyer shall no longer be bound by its Order. On all dispatch documents and delivery notes, the Seller shall indicate Buyer's Order number and also details of the gross and net weight and dimensions. Unless otherwise provided in this Agreement, delivery of the Goods shall be at a Buyer facility. Delivery of Goods shall be governed by INCOTERMS@2020. In the absence of any differently worded delivery terms in the Agreement, the Goods ordered shall be delivered on the basis "DDP place of destination (INCOTERMS@2020)".

Risk of loss, liability and/or damage shall remain with Seller until the Goods are physically delivered to and accepted by a Buyer representative or authorized agent at the ship to location designated in the Purchase Order.

4. **PRICE PROTECTION.** Seller warrants that the prices for the Goods are not less favorable than those currently extended to any other customer for the same or like goods in equal or less quantities. In the event Seller reduces its price for such goods during the term of this Agreement, Seller shall reduce the price of the Goods correspondingly.

5. **ACCEPTANCE AND REJECTION.** Buyer shall have the right to inspect at Seller's plant or following receipt, at its election, any and all Goods. All Goods shall be accepted subject to Buyer's rights of inspection, rejection, and revocation of acceptance (pursuant to the provisions of this Section 5). Payment for or use of Goods prior to inspection shall not constitute acceptance thereof. Moreover, any payments made shall not be deemed to prejudice any and all rights and claims that Buyer may have against Seller. Any signature of a Buyer representative on any shipping/receiving document shall not constitute acceptance of Goods or any different terms or conditions, or acknowledge condition of Goods, but shall merely acknowledge receipt of a shipment of Goods.

5.1 **Rejection.** Buyer may return to the Seller any Goods that, in its reasonable discretion, does not comply with the terms of this Agreement. Upon Buyer's request, Seller will, at its cost, and as soon as reasonably practicable replace the returned Goods with Goods that conform with the warranty, and will deliver the replacement Goods as soon as possible, but in any event within three (3) days, after receipt of the non-conforming or defective Goods, at Seller's expense (including all transportation and insurance). Without limiting other remedies available to Buyer at law, if the Seller is unable to replace the Goods within three (3) days, the Seller shall at Buyer's request provide Buyer a refund as defined in Section 5.3 below.

5.2 **Complaints.** Any complaint shall be regarded as having been timely lodged if Buyer notifies the Seller of the fault at any time during the warranty period set forth in Paragraph 9 hereof. Within two weeks after any complaint lodged by Buyer concerning non-conforming Goods the Seller shall make a reasonably detailed report to Buyer on the corrective and preventive action that has been initiated.

5.3 **Credits/Refunds; Set-Off.** In accordance with this Section 5, the Seller shall promptly refund to Buyer by wire transfer or check for any payment Buyer made with respect to such Goods. Buyer may elect, at its sole discretion, to take such credit on any open invoices of the Seller in the place of such refund. Buyer may set-off any amount owed from the Seller or any of Seller's affiliates against any amount payable at any time by Buyer.

5.4 **Remedies.** The remedies contained in this Section 5 are in addition to all other remedies available at law, in equity or otherwise.

5.5 **Recalls and Field Corrections.** If any recall, goods withdrawal or field correction of any Goods is required by a governmental agency or for safety or efficacy reasons resulting from (a) the supply by the Seller of any Goods not complying with the terms and conditions of the Agreement (including all warranties included in the Agreement) or (b) the negligent or intentionally wrongful act or omission of the Seller or its affiliates or their representatives, then the Seller shall bear all costs and expenses, including but not limited to the costs and expenses related to such recall or field correction, communications and meetings with all required regulatory agencies, replacement stock, service, labor, installation, travel, notifying customers of such recall and any replacement goods to be delivered to those same customers, including shipping costs. To the extent that any such recall or field correction is due in part to the grossly negligent acts or omissions of Buyer, Buyer shall be responsible for such costs and expenses equitably in proportion to such acts or omissions. For purposes of clarification, failure to provide testing of Goods beyond the review certificates of compliance shall not be considered negligence on the part of Buyer.

6. **TAXES.** This Agreement shall not include sales or use taxes, nor shall such taxes be added to the price of Goods, provided that Buyer has indicated in the space provided that the purchase of Goods is exempt from such taxes. Seller agrees to pay any other taxes imposed by federal, state, or local law upon the Goods (and/or any services provided in connection therewith) sold to Buyer hereunder unless otherwise agreed.

7. **INTELLECTUAL PROPERTY.** Seller agrees to defend, indemnify and hold harmless Buyer, its affiliates, and their respective successors, customer and users, from and against all liability, economic loss, damage, and expense (including attorneys' fees) resulting from any actual or alleged infringement of any intellectual property right, or any litigation based thereon, with respect to the Goods (or any part thereof and including Seller's process of manufacturing Goods), and any such obligation shall survive acceptance of such Goods and payment therefor by Buyer. All intellectual property provided by Buyer to Seller shall remain the property of Buyer and Seller shall have no rights to such intellectual property other than to use it solely and exclusively in connection with supplying the Goods to Buyer.

8. **INDEMNIFICATION; WAIVER OF CONSEQUENTIAL DAMAGES.** Seller shall assume the sole responsibility for any and all actual or alleged damage or injury (including death) to any and all persons (including, but not limited to employees of Seller or Buyer) and to all property arising out of or resulting from (i) any breach of its obligations, representations, or warranties of this Agreement by or any act or omission of Seller, (ii) the use or sale of the Goods, or (iii) the negligence or willful misconduct on the part of Seller or its affiliates, and shall defend, indemnify and save harmless Buyer from and against any and all claims, liabilities, expenses (including reasonable attorneys' fees), fines, penalties, damages and/or economic losses of whatsoever nature arising therefrom except to the extent caused by the sole gross negligence of Buyer. In no event shall Buyer be liable for any indirect, incidental, special or consequential damages in connection with the Agreement.

9. **WARRANTIES.** Seller warrants good title to all Goods. Seller warrants that the Goods are new, merchantable, safe, fit for intended use, free from defects and conform to the specifications and any drawings, samples, or other descriptions referenced herein or applicable thereto. Seller further warrants that any services provided in connection therewith shall be performed in accordance with the highest standards, in a workmanlike manner, free from defects and in conformance with all specifications, plans, or drawings referenced herein or applicable thereto. Goods or services found to be defective in material or workmanship or nonconforming with specifications within eighteen months from the date of shipment (or performance) or twelve months from the date of putting same into service, whichever date occurs first, shall, at Buyer's option, be corrected or repaired in place by Seller, or be replaced at a Buyer facility by Seller, or be returned to Seller at Seller's expense (including transportation, insurance and handling costs) for repair, replacement or full refund.

If this Agreement relates to the purchase of any food, drug, or cosmetic, or substance the intended use of which results or may reasonably be expected to result, directly or indirectly in its becoming a component or otherwise affecting the characteristics of any food (including any substance intended for use in producing,

manufacturing, packing, processing, preparing, treating, packaging, transporting, or holding food), Seller hereby guarantees that the article comprising each shipment or other delivery now or hereafter made by Seller to Buyer, as of the date of such shipment or delivery, is not adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act, as amended, or within the meaning of applicable State laws or Municipal ordinances in which the definitions of adulteration and misbranding are substantially the same as those contained in the above Act, and not an article which may not, under the provisions of Section 404 and 505 of said Act, be introduced into interstate commerce.

10. **RELEASE OF LIENS.** Seller shall, at its sole cost and expense, obtain from all its subcontractors and materialmen waivers and releases of all liens which may be imposed by them against the premises of Buyer or the improvements thereon, in connection with any Goods or services performed in connection therewith, and Seller shall defend, indemnify and hold harmless Buyer with respect thereto.

11. **DELIVERIES.** Time is of the essence of this Agreement. The delivery dates specified in a Purchase Order are fixed dates. Goods ordered shall be delivered on the date stipulated in the Agreement. When this date or period expires, the Seller is in arrears without any subsequent deadline being set. Notice shall be given in due time of the delivery of ordered Goods prior to the agreed delivery date. Buyer specifically reserves the right to refuse to accept a premature supply of Goods ordered, without this constituting delay in acceptance. Unless otherwise agreed, Buyer specifically reserves the right to refuse or to store a non-agreed under- or over-supply of Goods ordered, at the Seller's cost and risk. In addition to all its other legal remedies, Buyer reserves the right to cancel all or any part of the undelivered Goods if Seller does not make deliveries as specified, or if Seller breaches any of the terms hereof.

12. **CONFIDENTIALITY.** Seller agrees not to make any use of writings, data, designs, drawings, specifications or any other information furnished to it by Buyer or observed or developed by Seller in the performance hereof and to not disclose any of the foregoing to third parties, except as required in the performance of this Agreement and then only after first obtaining a written agreement from such third parties to be bound by similar secrecy and use restrictions. Upon completion, cancellation or termination of this Agreement, Seller shall return to Buyer all of the foregoing, including all copies, extracts or derivatives of tangible materials containing any of the foregoing made by Seller or third parties employed by Seller, together with Seller's certification of such return. Buyer shall at all times have title to all designs, drawings, specifications, writings or other documents prepared or furnished by Seller hereunder. All Goods produced for Buyer hereunder which are subject to or may be copyrighted under the Federal Copyright Act shall be deemed to be "works made for hire" and title to and ownership of such Goods shall at all times be in Buyer.

13. **GOOD STEWARDSHIP.** Seller shall furnish Buyer, prior to the first delivery, Seller's current literature pertaining to the hazards associated therewith and the precautions which should be observed with respect thereto. Seller shall promptly furnish Buyer copies of any revisions to any of the same issued by Seller during the term of this Agreement.

14. **CONTINUOUS IMPROVEMENT.** Seller acknowledges and agrees to commit itself to continuous quality improvement. For example, Seller specifically acknowledges its commitment to attempt to attain 100% conformance with all of its obligations pursuant to this Agreement, including the goals of 100% on-time delivery and 100% conformance with warranty obligations. Buyer may note in writing to Seller any non-conformance by Seller to the contract requirements. Seller agrees to review and provide written response, within the time period specified on such writing, to all such writings issued and agrees to put corrective actions in place to correct any non-conformance listed on such writings. Seller may not change or alter the composition, packaging or sourcing of materials used in the production of Goods or the manufacturing process, quality tests, or quality test methods used in the manufacture of the Goods without Buyer's prior written consent. Upon its request, Buyer or its customer may inspect and verify Goods at Seller's facilities. Seller agrees to promptly notify Buyer in writing of loss of any third party certification (such as ISO9000 Series, QS9000) that occurs during the term of this Agreement.

15. **EQUAL EMPLOYMENT OPPORTUNITY/US EMPLOYEE RIGHTS/US FAR.** Title 17 of the Civil Rights Act of 1964 as amended and Executive Order 11246, as amended, which relate to equal employment opportunities and implementing rules and regulations of the Secretary of Labor are incorporated herein by reference. Buyer is a Federal Government Contractor and complies with Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, and the implementing regulations for each found at 41 CFR Part 60, and Seller agrees, to the extent applicable, to comply with the same. To the extent applicable, the Equal Opportunity clauses found at 41 CFR § 60-1.4(a), 60-741.5(a), and 60-300.5(a) are hereby incorporated by reference and made a part of this Agreement as though fully set forth herein, and are likewise incorporated by reference into all subcontracts, which Seller shall ensure, as required by 41 CFR § 60-1.4(d). This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and qualified protected veterans. Incorporated by reference into this Agreement, as applicable, are the obligations regarding the notice of employee rights under U.S. federal labor laws found at 29 CFR Part 471, Appendix A to Subpart A, and will likewise incorporate those obligations into all applicable subcontracts, which Seller shall ensure, as required by 29 CFR Part 471. To the extent applicable, the following U.S. Federal Acquisition Regulation ("FAR") clauses, in effect on the date of acceptance, are hereby incorporated by reference and made a part of this Agreement as though fully set forth herein: (a) FAR 52.203-13, Code of Business Ethics and Conduct (48 C.F.R. § 52.203-13), (b) FAR 52.219-8, Utilization of Small Business Concerns (48 C.F.R. § 52.219-8), (c) FAR 52.222-26, Equal Opportunity (48 C.F.R. § 52.222-26), (d) FAR 52.222-36, Affirmative Action for Workers with Disabilities (48 C.F.R. § 52.222-36), (e) FAR 52.222-50, Combating Trafficking in Persons (48 C.F.R. § 52.222-50), (f) FAR 52.244-6, Subcontracts for Commercial Items (48 C.F.R. § 52.244-6), FOR LAKE CHARLES PURCHASES; This is a "DO" rated order under the Defense Priorities and Allocations System, 15 C.F.R. part 700 (if applicable). If the Purchase Order is issued in support of Buyer's prime contract with the U.S. Government, and the Buyer's prime contract is terminated, in whole or part, for convenience of the U.S. Government or agency thereof, Buyer shall have the right to terminate the Purchase Order for its convenience upon written notice to Seller. If the Agreement is so terminated, Buyer shall be liable only for payment under the payment provisions of the Purchase Order for services rendered or materials delivered before the effective date of termination.

16. **NO DEBARMENT.** Seller, its affiliates, its personnel, and each of their respective officers and directors, as applicable: (a) have not been debarred and are not subject to a pending debarment, and will not use in any capacity in connection with the services hereunder, any person who has been debarred or is subject to a pending debarment, pursuant to section 306 of the United States Food, Drug and Cosmetic Act, 21 U.S.C. § 335a, (b) are not ineligible to participate in any U.S. federal and/or state healthcare programs or U.S. federal procurement or non-procurement programs (as that term is defined in 42 U.S.C. 1320a-7b(f)), including, but not limited to, Medicare, Medicaid and Civilian Health and Medical Program of the Uniformed Services, (c) are not disqualified by any government or regulatory agencies from performing specific services, and are not subject to a pending disqualification proceeding, and (d) have not been convicted of a criminal offense related to the provision of healthcare items or services, and are not subject to any such pending action. Seller will notify Buyer immediately if Seller, its affiliates, any Seller personnel or any of their respective officers or directors, as applicable, is subject to the foregoing, or if any action, suit, claim, investigation, or proceeding relating to the foregoing is pending, or to the best of Seller's knowledge, is threatened.

17. **SUBCONTRACTS.** Seller shall not subcontract any of its obligations herein without prior approval of Buyer.

18. **MISCELLANEOUS.** No transfer or assignment of this Agreement or any of its rights or obligations shall be made by either party without the written consent of the other party which consent shall not be unreasonably withheld or delayed. The failure of either party to insist in any instance upon strict performance by the other party of any provision of this Agreement shall not be construed as a continuing waiver of such item, or waiver of any other provision of this Agreement. If any part of this Agreement shall be found to be invalid or unenforceable under applicable law in any jurisdiction, such part shall be ineffective only to the extent of such invalidity or unenforceability in such jurisdiction, without in any way affecting the remaining parts of this Agreement in that jurisdiction or the validity or enforceability of the Agreement as a whole in any other jurisdiction. In addition, the part that is ineffective shall be reformed in a mutually agreeable manner so as to as nearly approximate the intent of the Parties as possible. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to its conflicts of law principles. The United Nations Convention on Contracts for International Sales of Goods shall not apply to this Agreement. Any disputes under this Agreement that cannot be resolved by the Parties through good faith negotiation shall be resolved in the courts of the State of New York, and the Parties hereby consent to the exclusive jurisdiction of such courts. THE PARTIES EACH HEREBY WAIVE ALL RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT IN ANY WAY.

19. **CORPORATE RESPONSIBILITY.** Seller warrants that Seller has not and will not, directly or indirectly, enter into any agreement, participate in a collusion or otherwise take any action in restraint of free or competitive bidding, including, but not limited to, any offer or promise of future employment or business opportunity by or for any contractor or subcontractor, or any personnel of Buyer or its contractors or subcontractors associated with this transaction. When Seller has reasonable grounds to believe that a Buyer or Seller employee, subcontractor or subcontractor employee, directly or indirectly, solicited, accepted or attempted to accept any money, fee, gratuity, offer or promise of future employment or business opportunity, or thing of value of any kind for the purpose of improperly obtaining or rewarding favorable treatment in connection with a contract or subcontract associated with Buyer, Seller shall promptly notify Buyer's General Counsel of the possible misconduct.

20. **COMPLIANCE WITH SITE SAFETY AND SECURITY POLICIES.** Seller agrees to require its personnel, agents, contractors (including delivery agent s) who come to Buyer's facility to attend all site safety and security training conducted by Buyer if requested, to review written materials provided by Buyer relating to site safety and security, and to otherwise comply with Buyer's site safety and security practices, policies and requirements (including any IT security policy). Seller shall immediately notify Buyer of the termination of employment of any individual who is providing services at Buyer's facility and shall require the return to Buyer of any security badge or other identification provided to such personnel by Buyer in connection with access to Buyer's facility.

21. **INSURANCE.** Seller represents it has and agrees to maintain commercial general liability insurance, excess liability insurance, employer's liability insurance, transportation and automobile insurance, errors and omissions/professional liability, for a total of at least USD 5 million and to provide Buyer, on request, with confirmation of the existence of this insurance cover. Seller shall also maintain workers compensation insurance within applicable statutory limits. With respect to commercial general liability insurance and excess liability insurance, Seller will name Buyer as an additional insured on such policies and such policies shall be primary and non-contributory.