**EXCEPT AS MAY OTHERWISE BE SPECIFICALLY PROVIDED IN BUYER'S PURCHASE ORDER, THE PARTIES AGREE THAT THE FOLLOWING TERMS AND CONDITIONS SHALL GOVERN THE TRANSACTION DESCRIBED IN BUYER'S PURCHASE ORDER.**

1. **ACCEPTANCE AND MODIFICATION:** Any purchase order issued from Buyer to Seller ("Order") can be accepted only upon the terms and conditions expressed herein, which may not be modified, amended or waived except by express written consent of an officer of Buyer. Objection is hereby given to any additional or different terms or conditions whether or not material, contained in any acknowledgment or confirmation of this Order. This Order and all of the provisions herein contained shall be deemed accepted by Seller upon verbal or written acceptance of the Order or by commencing performance hereunder, or by any other means which reasonably manifest Seller's assent to be bound by the provisions hereof. These terms and conditions form part of each Order and are considered as having been incorporated in them as though they were set forth in full. Any reference to "Order" includes these terms and conditions and all specifications and other documents and materials attached to or referred to in the Order.

2. **COMPETITIVE OFFERS**: If at any time during the duration of this Order, Seller sells or offers to sell comparable quantities of similar grades of products as the goods to be provided hereunder at a price lower than Sellers price to Buyer then in effect or upon other terms and conditions more favorable to buyers than the terms and conditions hereof, Seller shall promptly notify Buyer thereof and offer such lower price or such other more favorable terms and conditions to Buyer during the period in which such lower price or such other more favorable terms and conditions are in effect.

3. **PERFORMANCE**: Time is of the essence under this Order and in the performance of every term, covenant and obligation of Seller. Performance must be completed within the time stated on the Order. If Seller delays in performance or fails to perform, Buyer reserves the right to cancel this Order immediately upon giving notice and hold Seller liable for all damages and excess cost incurred. Neither Seller nor Buyer shall be liable for delay in performance or failure to perform if such is caused by an occurrence or contingency beyond the reasonable control of the affected party, which by the exercise of due diligence such party would be unable to overcome, or by compliance in good faith with any applicable foreign or domestic governmental requirement provided the affected party promptly notifies the other party of such occurrence and takes reasonable measures to mitigate the delay. Buyer may delete any quantities affected by any such delay or failure from this Order without penalty. Seller shall deliver all goods to and perform all services at the premises designated on the Order. Prices stated herein shall be for complete delivery and/or performance, free of all other costs and expenses. Buyer may inspect all goods provided and all services performed hereunder prior to being obligated to make payment, whether partial, full or final, on account thereof. Seller agrees to sell or otherwise make available to Buyer spare and replacement parts and component systems for each item of equipment or other goods to be provided hereunder on commercially reasonable terms and conditions throughout the entire reasonable life expectancy of each such item.

4**. EXPEDITING:**

A. Supplies shall be subject to expediting by Buyer and/or Buyer's Customer. Seller shall furnish all reasonable assistance required for such expediting, including access during working hours to Seller's plants and those of its subcontractors. Seller shall provide, at Buyer's request, schedules, progress reports, shop loading, detailed manufacturing programs and unpriced copies of its subcontractors' agreements, which shall also be subject to expediting. Any expediting by Buyer is solely for the benefit of Buyer and shall not relieve Seller from its obligation to perform the work strictly in accordance with the Order requirements.

B. If the rate of progress of the work or any part thereof is, at any time in the opinion of Buyer, too slow to ensure the completion of the Order by the prescribed time, Buyer will so notify Seller in writing and Seller shall thereupon take such steps as shall be necessary and acceptable to Buyer to expedite progress so as to complete the work by the prescribed time. Seller shall not be entitled to any additional payment for taking such steps. Failure by Seller to take appropriate action to ensure timely completion shall be deemed a material breach of the Order.

C. Seller shall include all provisions of this Article, including this Paragraph C., in all subcontracts under the Order.

5. **CHANGES**: Buyer reserves the right at any time to make changes in drawings, design, and/or specifications pertaining to all goods, work, and/or services to be provided hereunder. Upon Seller's prompt request, the price or time for performance shall be equitably adjusted for such change, and the Order and/or schedule shall be modified in writing accordingly. Seller will not make any changes in the design or composition of any goods to be provided hereunder without prior written approval of Buyer. No invoice or payment request shall be issued for changes without a written purchase order change signed by Buyer. Seller expressly waives the right to seek or recover damages based on or related to the cumulative impact of changes.

6. **SHIPMENTS**: All shipments shall be packaged in accordance with Buyer's shipping instructions and in a manner designed to avoid damage or loss during shipment. Any loss or damage resulting from Seller's failure to comply with the preceding sentence shall be corrected at Seller's expense. Each shipment shall include a separate itemized invoice showing the date of shipment and all other relevant information. At the time of each shipment, Seller shall send such itemized invoice directly to Buyer's accounts payable department as specified on the Order. Seller shall forward with each shipment a shipping memorandum (stating Order number, describing the transaction and providing all other relevant information), a bill of lading and, on foreign shipments, all requisite import documents, including those required for compliance with ISPM requirements for wood packing material. Partial shipments must be identified as such on shipping memoranda and invoices and be marked "partial". Completed shipments must be marked thereon as "final". Except as otherwise provided in an Order, Seller will make shipments in accordance with the following:

A. All shipments will be consigned to Buyer.

B. All shipments will be made DDP Buyer's specified destination according to the latest published Incoterms.

C. Seller will forward a complete set of original negotiable bills of lading or airway bills to Buyer via courier within five (5) days after ocean shipment and within one (1) day after air shipment. Seller will confirm courier dispatch of original shipping documents by immediate fax or email transmission to Buyer.

7. **WARRANTY**: Acceptance of this Order constitutes an express warranty by Seller that, for a period of two (2) years from the date of shipment, all goods provided shall be (a) in compliance with applicable law, the specifications and Order requirements; (b) without fault and free from all defects in design, materials and workmanship; and (c) merchantable, fit for the purpose intended and of first quality. Seller further warrants that: (x) at the time of delivery of the goods Seller shall transmit to Buyer good and marketable title thereto, free and clear of liens and encumbrances of any kind whatsoever; (y) all services to be performed hereunder shall be performed in a good and workmanlike manner and in accordance with sound generally accepted practices, involve no unreasonable risk of injury or damage, conform to all applicable specifications and governmental requirements, and be free from all defects for a period of 2 years from completion; and (z) all goods provided shall involve no unreasonable risk of injury or damage when used as intended. Buyer may accept or reject any or all goods or services which are in breach of this provision and/or hold Seller liable for all damages resulting from such breach.

If any of the goods or services provided fail to comply with the foregoing warranties, Seller shall promptly correct such nonconformity at Seller's expense, including freight and labor costs. Seller shall further correct any damage caused by the nonconformity or its correction. Buyer may choose to perform such correction itself, and Seller shall reimburse Buyer for all costs reasonably incurred by Buyer in performing such correction(s).

8. **INSPECTION; ACCEPTANCE:** All materials provided and work performed under this Order shall conform to the specifications and the requirements set forth in this Order. Buyer shall have the right to inspect all work at any time, including after delivery to the site and completion of services to review such compliance. Buyer's inspection or use of, or payment for, the work provided shall not be deemed acceptance nor release Seller from any of its obligations under this Order. Further, Buyer's review and/or approval of designs, drawings, samples, test results, procedures, processes, Subcontractors and/or schedules does not, in any way, change or modify the requirements of the Order nor does it, in any way, limit or diminish Seller's obligations to perform and furnish the work in strict accordance with the requirements of the Order and the specifications and other documents referenced in the Order or otherwise applicable to the Order.

9. **SAFETY:** Seller agrees to observe all safety and security rules, instructions and requests of Buyer and/or Buyer's customer whenever Seller or its employees or agents enter upon any property of Buyer or Buyer's customer. If the goods or the services provided hereunder involve or may involve any risk of injury or death to persons or damage to property, Seller shall provide Buyer with a written description of the nature and extent of any such risk, including a description of any precautions which should be taken to minimize such risk and any resulting injury, damage or loss. Upon request, Seller will complete Buyer's standard chemical control form ( currently entitled "Material Safety Data Sheet") for any chemical substance to be provided hereunder.

10. **INSURANCE**: For all goods to be provided and all work or services to be performed hereunder by Seller or its employees or agents, Seller shall maintain at its sole expense in form satisfactory to Buyer:

A. Worker's Compensation Insurance providing statutory benefits, for the states where the goods are to be furnished or where the work or services are to be performed including where applicable U.S. Longshoremen's & Harbor Worker's Act and Jones Act endorsements;

B. Employer's Liability Insurance in the states referred to above with a limit of at least $250,000 for each accident; and

C. Comprehensive General Liability Insurance, including Products-Completed Operations and Blanket Contractual Liability, and, for vehicles utilized by Seller, Comprehensive Automobile Liability Insurance; each type of insurance with a separate limit of at least $500,000 for each person and $1,000,000 for each occurrence for bodily injury and $500,000 for each accident and $1,000,000 combined single limit respectively for each coverage or such larger amounts and such additional coverage as Buyer may reasonably request.

**CERTIFICATES EVIDENCING THE ABOVE COVERAGE WITH 30-DAY WRITTEN NOTICE OF ALTERATION OR CANCELLATION CLAUSE AND NAMING BUYER, BUYER'S CUSTOMER, ARCHITECT, ENGINEER, GENERAL CONTRACTOR, AND THE ULTIMATE END USER OF BUYER'S WORK, AS BUYER DEEMS APPROPRIATE, AS ADDITIONAL INSUREDS SHALL BE PROMPTLY SUBMITTED TO THE APPROPRIATE PURCHASING AGENT FOR BUYER PRIOR TO SELLER COMMENCING PERFORMANCE UNDER THIS ORDER.**

11. **INDEMNIFICATION**: Seller shall indemnify, defend, and hold harmless Buyer, its customers, and their agents and employees, from and against all claims, damages, losses and expenses, including attorney's fees and Buyer's costs of defense, arising out of or resulting from the acts or omissions of Seller or its employees or agent, or the goods provided and services performed hereunder. The obligations of Seller hereunder shall not extend to any claim, damage, loss or expense caused solely by an act or omission of Buyer, its customers, or their agents or employees. Within 60 days after learning of the assertion of any claim against which Buyer claims indemnification under the Order or this paragraph, Buyer will notify Seller and allow it to assume the defense or settlement of such claim at its own expense with counsel of its choosing. If Seller assumes the defense or settlement of such claim, Buyer will cooperate with Seller and may join in the defense with its own counsel. If Seller fails to assume the defense or settlement of such claim or to confirm its obligation and intention to assume the defense or settlement in writing to Buyer, Buyer may assume it at Seller's expense. Seller may not settle any claim without Buyer's prior written consent where the settlement involves a remedy other than or in addition to the payment of money.

12. **PAYMENTS; RETENTION:** Seller shall submit invoices in accordance with the schedule and instructions set forth on the Order. Buyer shall not be responsible for any delay or non-payment arising from Seller's failure to properly submit invoices to Buyer. Except as Buyer may otherwise direct through written communication to Seller, as a condition precedent to any payment to Seller, Seller shall submit completed lien waivers, releases and sworn statements from Seller and all of Seller's sub-suppliers, complying with requirements of applicable construction lien laws and such other evidence as may be required by Buyer or Buyer's customer. Unless otherwise provided in the Order, Buyer may, in its absolute discretion, retain up to 10% of any or all installments until acceptance of the performance due hereunder.

13. **PAYMENT RELIANCE:** Seller acknowledges that Buyer relies on payment from Buyer's customer for work performed. Seller agrees that as a condition precedent to Buyer's obligation to make any payment to Seller, the Buyer must first receive payment from its customer. If Buyer does not receive any part of the payment from its customer in respect to Seller's work, whether because of a claimed defect or deficiency in Seller's work or for any other reason attributable to Seller, Buyer shall not be liable to Seller for any such sums until received from Buyer's customer. If Buyer incurs any cost or expense of any nature in preparing for the prosecution of, and prosecuting any claim against the Buyer's customer, whether by means of negotiations,

arbitration or legal action, arising out of Buyer's customer's refusal to pay Buyer for work done by Seller, Buyer shall be entitled to deduct such costs and expenses, including actual attorney's fees, from the amount due Seller.

14. **ADVANCE PAYMENTS**: Except as otherwise provided in the Order, Buyer will make payments to Seller prior to Buyer's receipt and acceptance of goods or services under this Order only if Seller has furnished Buyer with adequate security of corresponding value, on terms acceptable to Buyer, and in the form of an Irrevocable Letter of Credit, Unlimited Bank Guarantee, or other instrument acceptable to Buyer. Such security must be delivered to Buyer as a pre-condition to payment and, unless otherwise specified in the Order, must remain valid at least one month after Buyer has received, accepted, and acquired unencumbered legal title to all goods and services furnished by Seller under the Order.

15. **TAXES; DUTIES**: Unless otherwise provided, Seller will be responsible for any tax, import or export duty or fee imposed by any federal, state, local or municipal authority arising out of the sale, manufacture, shipment, or installation of the equipment or performance of services covered by the Order.

16. **IRS WITHHOLDING:**

A. For any services provided by Seller to Buyer, Seller shall segregate and identify such services on each invoice by (i) the nature or type of the services and (ii) the location where each of those services are performed. Invoices other than for goods and services (e.g., rent, royalties, interest, or other items), must segregate and identify the reason for such charge.

B. Seller must provide the applicable documentation below concurrently with or before submitting any invoice for anything other than goods:

i. If Seller is a partnership, corporation, company or association created or organized in the United States or under the laws of the United States; or an individual who is a United States citizen or United States resident alien, Seller shall provide a completed IRS Form W-9.

ii. If Seller is not a United States entity / individual, Seller shall provide the applicable IRS Form W-8 (e.g., W-8BEN, W-8IMY, W-8ECI, or W-8EXP) as well as any documentation required for claiming a reduced rate under a treaty, if applicable.

iii. To the extent that the IRS Form received is not sufficient on its face for Buyer to determine that it is not required under IRS regulations to withhold, Buyer shall withhold at the rate prescribed under the United States laws and regulations, and Seller shall have no right against Buyer for indemnification for amounts withheld.

17. **INSOLVENCY**: If reasonable grounds for insecurity as to the solvency of either party arise, if either party shall liquidate or wind-up all or a material portion of its business, dissolve or terminate its existence, become insolvent, be unable to pay its debts as they mature, commit any act of bankruptcy, make an arrangement, composition or assignment for the benefit of creditors, have filed against it or consent to the filing of any petition in bankruptcy for liquidation or reorganization or otherwise be the subject of insolvency proceedings of any kind or nature, if a receiver or trustee is appointed of or for any of either party's property or business, or if a levy or garnish is placed against any property, account or amount either party owes to the other that is not removed within 20 days after it is placed, such party shall be deemed in default and the non-defaulting party may cancel this Order immediately upon giving written (including electronic) notice.

18. **LIENS**: Seller shall keep the property and premises of Buyer and Buyer's customer free of all mechanics and supplier's liens arising from or as a result of the Order, including any lien or claim of Seller's employees or subcontractors. Seller shall immediately satisfy any lien or encumbrance which because of any act or omission of Seller is filed, or threatened to be filed, against the goods to be provided hereunder or against any property of Buyer or Buyer's customer, and Seller shall indemnify, defend, and save Buyer harmless from all resulting loss and expense, including attorney's fees. Buyer may, in its absolute discretion, withhold payment to Seller of any invoice in an amount equal to any such lien or claim until such as time as it is released or withdrawn and deduct from any sums owing Seller under this Order any amount necessary to satisfy any such lien or encumbrance and/or any such resulting loss and expense. Final payment to Seller shall not relieve Seller of its obligation to discharge any lien relating to or arising from the work performed by or for Seller under this Order.

19. **PATENTS, INDUSTRIAL DESIGN, COPYRIGHTS:** Seller: (a) agrees to defend and hold harmless Buyer, its successors and customers against all suits and from all damages arising out of suits or claims for actual or alleged direct or contributory infringement of, or inducement to infringe, any patent, industrial design or copyright by reason of the manufacture, use or sale of the goods and/or services subject to an Order, including infringement arising out of compliance with specifications furnished by Buyer; (b) agrees not to assert any claim against Buyer under the Patent Act, Copyright Act, Industrial Design Act or any similar statute, will not assert any hold harmless or similar claim related in any way to any claim asserted against Seller or Buyer under those statutes or any laws regarding patent, trademark, or copyright infringement or the like arising out of performance under the Order, including infringement arising out of compliance with specifications furnished by Buyer, and (c) hereby grants to Buyer a non-exclusive, royalty free irrevocable license to repair and have repaired, to reconstruct and have reconstructed the goods ordered hereunder. Seller hereby assigns to Buyer all right, title and interest in and into copyright and any copyrightable material created or produced for Buyer under the Order. Buyer may choose to be separately represented by counsel of its own choosing at Buyer's expense Seller shall have no obligation or liability whatsoever in connection with any suit claiming infringement solely because of Buyer's use of materials it purchases from a party other than Seller, its subsidiary or affiliate.

20. **CONFIDENTIALITY**: Seller, on behalf of itself, its employees and agents, agrees that any ideas, inventions, concepts, information or processes acquired from Buyer, its employees or agents, or created by or for Seller in connection with its performance of this Order are the property of Buyer and shall be kept in confidence by Seller, its employees and agents, and shall neither be disclosed nor used by them except as is necessary for the proper performance of this Order, unless the information is or becomes legally available to the general public. Seller may disclose information to third persons to the extent required for proper performance of this Order, but only under the same obligations relating to use and disclosure undertaken by Seller herein.

21. **SENSITIVE DATA; DATA PROTECTION:** If Seller learns of any individual personal data owned or otherwise held by the Buyer as a result of performing under an Order ("Data"), Seller agrees to use such Data, if at all, only to the extent required to perform its obligations under the Order, and to abide by the requirements of all federal, state and local laws that address the protection and/or use of such Data. Seller must ensure compliance with data protection and cyber security requirements as established in the International Standard for Information Security (ISO 27001). This includes implementation of the necessary policies and procedures to safeguard protected information and data and imposing this requirement on Seller's own vendors and contractors. Buyer reserves the right to audit Seller's compliance and to terminate any Order for cause if Seller is unable or fails to comply.

22. **MATERIAL FURNISHED BY BUYER**: Any materials furnished by Buyer without charge for use in connection with the Order shall be deemed as held by Seller on consignment. Title to such items shall remain with Buyer. Seller grants Buyer a purchase money security interest in any such materials. Seller agrees to segregate Buyer's material from other materials and to clearly and prominently mark all such items "Property of Envanio USA Inc.". All unused materials shall be returned as directed by Buyer, at Buyer's expense, unless otherwise agreed by Buyer. Seller will be charged the replacement cost of any unreturned materials.

23. **CANCELLATION**: Buyer may cancel all or part of this Order if Seller fails to perform or observe any term or condition hereof, or for no reason at all, by giving Seller two (2) days advance written notice of cancellation. Seller will immediately cease all performance upon the canceled portion of the Order upon receipt of Buyer's notice of cancellation. If Buyer cancels this Order for Seller's failure to perform or observe any term or condition, Seller will be liable to Buyer for any and all damages incurred by Buyer, including reasonable attorneys' fees and other expenses. Buyer may retain any unpaid amounts it owes to Seller to offset Buyer's damages. Cancellation shall not limit Buyer's right to pursue any other remedy or damages available to Buyer. If Buyer cancels an Order, Buyer shall not be responsible for Seller's lost profit or unabsorbed overhead.

24. **COMPLIANCE WITH APPLICABLE LEGAL STANDARDS**: Seller, and any goods or services supplied by Seller, must comply with all applicable laws, rules, regulations, orders, conventions, ordinances and standards of the country(ies) of origin and destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the goods or services, including, but not limited to, those matters relating to the environment and hazardous materials, wages, hours and conditions of employment, immigration, subcontractor selection, discrimination, occupational health/safety, motor vehicle safety and conflict minerals. Neither Seller nor any of its subcontractors will utilize slave, prisoner or any other form of forced or involuntary labor in the supply of goods or services under the Order.

A. The Seller represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Reform and Control Act of 1986, including but not limited to the provisions of the Act prohibiting hiring and continued employment of unauthorized aliens, requiring verification and record keeping with respect to identity and eligibility for employment, and prohibiting discrimination on the basis of national origin, United States citizenship, or intending citizen status.

B. During the performance of this Order, the Seller agrees to comply with all provisions of all local, state and federal immigration and labor laws, statutes, rules, codes, orders and regulations, including, without limitation, the Immigration and Nationality Act, as amended, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, the Fair Labor Standards Act, as amended, and any successor statutes, laws, rules and regulations thereto (collectively, the "Immigration and Labor Laws"). Seller agrees to indemnify, defend, and hold harmless Buyer and Buyer's customer from any and all liability, including fines, attorneys' fees and court costs, assessed against Buyer or Buyer's customer due to noncompliance with the Immigration and Labor Laws by Seller or any of its sub-suppliers.

C. Upon Buyer's request, Seller will certify in writing its compliance with the foregoing. Seller will defend, hold harmless and indemnify Buyer from and against any liability, claims, demands, damages or expenses (including reasonable attorney or other professional fees and disbursements) arising from or relating to Seller's noncompliance with this Article.

25. **FOREIGN CORRUPT PRACTICES ACT COMPLIANCE:** Seller will conduct itself ethically and avoid any activity that might result in a violation of the U.S. Foreign Corrupt Practices Act, or any other such applicable law. In the event Buyer believes, in good faith, that Seller has violated the U.S. Foreign Corrupt Practices Act, or other such applicable law, Seller may immediately terminate any outstanding Order. Seller affirms that it has not and agrees that it will not, in connection with the transactions contemplated by any Order or in connection with any other business transactions involving Buyer make or promise to make any payment or transfer anything of value, directly or indirectly, (i) to any governmental official or employee (including employees of government corporations), (ii) to any political party, official of a political party or candidate (or to an intermediary for payment to any of the foregoing), (iii) to any officer, director, employee, or representative of any actual or potential customer/supplier of Buyer, (iv) to any officer, director, employee or representative of Buyer or any of its affiliates, or (v) to any other person or entity, if such payment or transfer would violate the laws of the country in which made or the laws of the United States. Seller further affirms that it will not fail to prevent a bribe being paid to obtain or retain business or a business advantage, and that it has processes in place to prevent such failure from occurring. In short, it is Buyer's and Seller's intent that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business.

26. **IMMIGRATION AND LABOR:** (A) If Seller or anyone acting on Seller's behalf uses employees and contractors to manufacture any goods or provide any services specified in an Order who are not citizens of the country where the such manufacturing or services takes place, the Seller will be responsible to ensure that all applicable immigration and labor requirements are met for those employees and contractors, and that its contractors are appropriately licensed to provide the relevant services. (B) If Seller does not comply with the applicable immigration and labor requirements as stated in subsection (A) above, Seller agrees to defend, indemnify and hold harmless Buyer for any damages incurred, including: (1) payments made by Buyer for fines or penalties imposed by a government agency; and (2) reasonable legal fees for counsel hired by Buyer. Buyer, at its option, may control the defense of a claim made by a government agency against Buyer, whether through Buyer's or Seller's legal counsel, as Buyer may determine. Such reimbursement is subject to the conditions that (a) Buyer has notified the Seller promptly in writing in the event Buyer was presented with a claim or charge by a government agency, and (b) Buyer reasonably cooperates with the Seller in the defense and settlement of the claim, such as by furnishing the Seller with documents and information related to such claim. (C) In its sole discretion, Buyer may, but is not obligated to, offer to sponsor or arrange local immigration and employment sponsorship of the employees of Seller or its contractors, in which event Buyer shall propose the terms of such sponsorship and the Seller and Buyer shall determine whether to proceed on the basis of mutual agreement. Unless and until such agreement is reached, nothing in any such proposal or the discussion of the same shall relieve Seller of the obligation to provide the necessary resources to fulfil its obligations to Buyer, including compliance with relevant immigration and labor laws and regulations as referenced above.

27. **EMPLOYEES AND LABOR REQUIREMENTS:** Seller will employ only qualified personnel in the performance of its work. Except where the Order provides otherwise, Seller will select its own subcontractors. Notwithstanding anything to the contrary in the Order, Buyer reserves the right to approve or reject subcontractors selected by Seller. Seller is fully responsible to Buyer and to third parties for the actions and omissions of Seller and those acting on Seller's behalf, all of which will be deemed the actions and omissions of Seller, and Seller will indemnify and hold Buyer harmless from all consequences of their actions and omissions.

Seller must follow, and must cause all those acting on Seller's behalf to follow, Buyer's personnel conduct policies, including but not limited to Buyer's safety policies and procedures and Buyer's policies prohibiting harassment, weapons, alcohol and drugs on Buyer's premises and while dealing with Buyer's employees or

agents. At Buyer's request, Seller will promptly replace any employee or subcontractor who fails to follow Buyer's policies or procedures.

28. **BACKGROUND CHECKS**. Seller acknowledges that its employees or agents may have access or be exposed to Data and/or Sensitive Environments (defined below). Seller agrees to take all commercially reasonable measures to mitigate any such risks arising from such access or exposure, which measures may include but are not limited to conducting criminal history checks, financial background checks, or reference checks on employees or agents who will have access to Data and/or Sensitive Environments. For purposes of this provision, Sensitive Environment means any situation where Seller's employees or agents: (a) are engaged in supervision of or exposure to minors or other vulnerable populations; (b) have access to confidential information, which includes any information protected or restricted by law or Buyer policy or that is expressly identified by the Buyer as confidential information; (c) have access to the Buyer's information technology systems; or (d) are engaged in activities that involve unique or specialized risks.

29. **ASSIGNMENT**: Performance under this Order is personal to Seller, and Seller may neither assign this Order nor delegate performance hereunder without Buyer's prior written approval.

30. **SET-OFF:** In addition to any right of setoff provided by law, all amounts due Seller shall be considered net of indebtedness of Seller to Buyer and its parent, subsidiaries or affiliates, and Buyer may deduct any amounts due or to become due from Seller to Buyer pursuant to this or any other contract between Buyer and Seller, their parents, subsidiaries, or affiliates.

31. **REMEDIES:** The remedies herein reserved shall be cumulative and additional to any other or further remedies provided at law or at equity. No waiver at any time of the provisions or conditions of this contract shall be construed as a waiver of the other provisions or conditions hereof, nor shall the waiver of any such provision or condition be construed as a right to a subsequent waiver of the same or similar provision or condition.

32. **LAW:** The laws of the State of Wisconsin excluding any choice of law rules, and including, when applicable, the Uniform Commercial Code, will govern all Orders. Litigation in connection with any Order shall only be submitted to courts of applicable jurisdiction and venue located within the County of Brown, State of Wisconsin or the U.S. District Court for the Eastern District of Wisconsin. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to any Order.

33. **DISPUTE RESOLUTION:** Except as specifically provided in subparagraphs (D) below, the parties intend to finally resolve all disputes arising under or related to this Order, exclusively as per this Article 33. This Article shall remain effective even in the event of any bankruptcy petition, an assignment for the benefit of creditors, or any insolvency proceeding.

A. All disputes and claims relating to this Order or the breach, termination or invalidation thereof shall first be referred to a senior management representative from each of the parties who will confer in good faith to attempt to resolve the matter. The initiating party shall send written notice to the other party (the "Initial Notice") stating (i) in detail, all of its claims or issues in dispute and (ii) the name and contact information for the designated management representative. The other party shall have 5 business days from receipt of the Initial Notice to designate its representative and add additional claims not identified in the Initial Notice. The representatives shall have 45 days from the date of the Initial Notice to resolve the identified issues. If they are unable to do so, either party may refer the matter to mediation through the American Arbitration Association (AAA). Such mediation shall be started within 30 days from the date of referral and concluded within 30 days from the start date.

B. If the dispute or claim is not fully resolved pursuant to paragraph (A), either party may, not later than 130 days from the date of the Initial Notice, make a written demand for binding arbitration through the AAA by one arbitrator in accordance with its commercial arbitration rules. Judgment on the award may be entered in any court of competent jurisdiction. A party's failure to make a timely demand for arbitration shall result in the forfeiture of all claims and issues that party identified in its written notice.

C. Arbitration proceedings shall be conducted within Brown County, Wisconsin. Each party may depose one individual, limited to no longer than four hours. No other discovery shall be conducted except by the written agreement of both parties. All arbitration and/or mediation expenses shall be shared equally by the parties. However, each party shall bear the expense of its own counsel, witnesses, travel, and proofs. The arbitrator shall have no authority to award punitive or other damages beyond actual damages and shall not make any ruling or finding. The arbitration award shall be in writing and specify a factual and legal basis. The right to appeal the award shall be governed by Wisconsin law, and such appeal shall be brought in a court of general jurisdiction located in Brown County, Wisconsin.

D. Either party may at any time, without inconsistency with these Terms and Conditions and only to avoid irreparable injury, seek from a court of general jurisdiction located in Brown County, Wisconsin any equitable, interim, or provisional relief.

E. All statements made and documents provided or exchanged in connection with this dispute resolution process shall be confidential and neither party shall disclose the existence, content, or result of the dispute to third parties other than outside counsel, except with the prior written consent of the other party.

F. The provisions of this Article 3 2 shall not modify or displace the procedures specified in Article 23 "Cancellation."

G. This Article shall not apply to nor bar, any party's proprietary or intellectual property right claims.

34. **MISCELLANEOUS**

A. Complete Agreement: Each Order and the documents referenced therein and herein constitute the complete agreement between the parties concerning the terms and conditions of the purchase and sale referenced in the Order. Any prior negotiations or course of dealing between the parties may not be used to vary its terms. Buyer hereby rejects any terms and conditions purporting to vary the Order and contained in any documents issued by Seller in its proposal, if any, or in connection with Seller's performance. Any amendment to an Order must be in writing and signed by the person duly authorized by Buyer.

B. Independent Contractor: Seller shall provide services only as an independent contractor. No labor relationship between Buyer and Seller's workers or employees shall result from Seller's performance. Seller shall be liable for any payment or other obligations imposed by law upon Seller as the employer of any employees hired by Seller to perform services.

C. Title; Risk Of Loss: Title to all materials provided under an Order shall transfer to Buyer on the earlier of delivery or payment by Buyer. Risk of loss for goods and materials shall remain with Seller until Buyer has inspected and accepted such items.

D. Compliance With Buyer Code Of Conduct: Seller acknowledges that Seller has been provided the opportunity to review the Envanio USA Inc., Group Supplier Code of Conduct. By accepting an Order, Seller confirms that it will comply with this Supplier Code of Conduct.

E. Additional Terms And Conditions:

i. If an Order requires work or services to be performed at Buyer's plants or properties or at Buyer's customer's plants or properties, the Envanio USA Inc. Subcontract Terms and Conditions shall also be a part of the Order.

ii. If Seller is providing professional or consulting services, Envanio USA Inc. Terms and Conditions (Consultant) are also a part of the Order.

iii. If any conflict exists between Buyer's documents comprising an Order, the provisions imposing the more stringent obligations on the Seller take precedence.

**PLEASE READ YOUR PURCHASE ORDER CAREFULLY AS THESE, AND ANY OTHER BUYER TERMS AND CONDITIONS THAT FORM PART OF THE ORDER, ARE SPECIFIED ON THE FACE OF THE ORDER.**

**NOTE: BUYER WILL NOT TRANSMIT THESE DOCUMENTS TO YOU. IT IS SELLER'S RESPONSIBILITY TO OBTAIN COPIES OF THESE DOCUMENTS FROM BUYER'S WEBSITE AS SPECIFIED ON THE ORDER.**