

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. Scope

- 1.1 The legal relationship between Jeremias Inc. (hereinafter referred to as “Jeremias”) and the supplier (hereinafter referred to as “Supplier”) shall be subject to these Terms and Conditions (“Terms and Conditions”), which Terms and Conditions shall supersede all inconsistent terms submitted by Supplier, in writing or otherwise, prior to Jeremias’s issuance of an Order.
- 1.2 These Terms and Conditions may not be varied or supplemented unless agreed to in writing by a duly authorized representative of Jeremias. No sales representative or other independent representative shall have such authority. Failure of Jeremias to object to conflicting or different provisions contained in any other writing of Supplier shall not be construed as a waiver of these Terms and Conditions, or an acceptance of any terms and conditions of Supplier. Except only as otherwise agreed in writing by a duly authorized representative of Jeremias, the purchase by Jeremias of any goods or works from Supplier (“Goods”) or services to be performed by Supplier (“Services”) shall be governed only by these Terms and Conditions, subject to Jeremias’s modifications provided in any Order.

2. Orders

- 2.1 All orders for Goods and/or Services submitted to Supplier by Jeremias (“Orders”), and the acceptance thereof by Supplier, shall be delivered either in writing or in electronic form.
- 2.2 By acceptance of the Order, Supplier agrees to these Terms and Conditions in effect as of the issuance date of the applicable Order. Jeremias rejects any additional or inconsistent terms and conditions offered by Supplier at any time and irrespective of Jeremias’s acceptance of, or payment for, Supplier’s Goods or Services. Each Order shall be deemed accepted upon the return of the acknowledgment copy of the applicable Order or the commencement of performance by Supplier pursuant to such Order. These Terms and Conditions constitute the entire agreement between the parties and no change to or modification of these Terms and Conditions or any Order shall be binding upon Jeremias unless signed by an authorized representative of Jeremias.
- 2.3 In the event that Jeremias does not receive an Order confirmation (“Order Confirmation”) from Supplier within two (2) weeks after Supplier’s receipt of any Order, Jeremias is authorized to cancel the submitted Order and Jeremias shall no longer be bound by such Order. Supplier’s Order Confirmation shall state pricing information, discounts granted, date of delivery of Goods and/or performance of Services, and any other information contained in the Order.
- 2.4 Jeremias is authorized to request reasonable modifications to any Order at any time prior to the delivery of Goods or performance of Services, as applicable. Notwithstanding the above, the parties acknowledge and agree that in the interest of time certain matters of a practical business nature may be sent by Jeremias to Supplier in electronic form or via telephonic communication. The Parties agree that such

communications and any deliveries thereunder shall constitute part of the Order and be subject to these Terms and Conditions.

3. Performance of Services; Delivery of Goods

- 3.1 Supplier is obligated to adhere to the quantity of Goods or Services, as applicable, as stated in the Order as well as the time and place of delivery provided therein. **Time is of the essence in making deliveries of Goods or performance of Services under each Order.**
- 3.2 If Supplier has any reason to believe that delivery or performance in conformance with any Order is not possible, in full or in part, Supplier must immediately notify Jeremias of such belief in writing, which notice shall include the duration of any expected delay and the reason therefore. The delivery of any such notification will not affect or alter any rights or claims of Jeremias hereunder.
- 3.3 In the event that Supplier fails to issue a notification of delay as required hereinabove, Jeremias is authorized to refuse acceptance of any Goods or Services that are not delivered in accordance with the terms of the applicable Order. Any such Goods may be returned, or Services rejected, at Supplier's sole cost and risk.
- 3.4 Partial or non-conforming deliveries or performances are not permissible without prior written consent by Jeremias.
- 3.5 Unless otherwise provided in the applicable Order, all deliveries shall be F.O.B. Jeremias's point of destination, with title and risk of damage or loss to all Goods passing to Jeremias upon Supplier's delivery, and any and all costs associated with delivery, including, but not limited to packaging, freight and insurance, shall be borne by Supplier.
- 3.6 Goods to be delivered must be packed in consideration of the general requirements of the respective carrier and in a manner sufficient to ensure arrival in an undamaged condition. The delivery must be insured against transportation damages at the Supplier's cost. Jeremias may return any packaging to Supplier.
- 3.7 All Goods shall be accompanied by appropriate shipping documents in duplicate, which shall exactly describe each shipment as to type of Goods, quantities, and article numbers. If Supplier fails to do so, processing of the shipment might be delayed, and Jeremias shall bear no responsibility whatsoever for any such delay in processing.

4. Inspection and Quality Control

- 4.1 Notwithstanding (i) payment, (ii) passage of title or (iii) any prior inspection or test, all Goods and Services are subject to the specifications and other requirements set forth in the applicable Order.
- 4.2 Jeremias will, as soon as practicable in the normal course of business, inform Supplier in writing of any defects of the Goods or Services. Supplier waives its right to assert any objection of a delayed notice of defect.
- 4.3 Acceptance is made solely by written acceptance protocol by Jeremias.

5. Prices and Payment Terms

- 5.1 Supplier warrants that the price for all Goods and Services sold to Jeremias pursuant to any Order will be no less favorable than that extended to any other customer of Supplier as of the scheduled, or actual, delivery date. Unless otherwise provided on the

face of the applicable Order, the price applied to any Goods or Services shall include any and all applicable federal, state and local taxes.

- 5.2 All invoices must be prepared and delivered by Supplier immediately upon shipment of the Goods or performance of the Services, unless otherwise agreed upon by Jeremias and Supplier in writing. All invoices shall state all information as required by Jeremias, including, but not limited to type of Goods and/or Services, Order numbers, quantities, etc. Any invoices submitted not in compliance with the preceding sentence shall be deemed as not having been issued.
- 5.3 In the event that a Supplier's performance is not in compliance with the Order, Jeremias shall be entitled to withhold partial payment for the non-compliant part of such performance until Supplier rectifies such non-compliant performance. Jeremias shall not be deemed to have accepted any such non-compliant performance or to have waived any rights against Supplier based on such non-compliant performance if it pays in full for such non-compliant performance.
- 5.4 Jeremias reserves its right to set-off and withholding.

6. Granting Rights

As of the time of delivery of the Goods or performance of the Services, as applicable, Supplier grants to Jeremias title, to the extent assignable to all such Goods or the performed work product, as applicable.

7. Third Party Property Rights

- 7.1 Supplier warrants and guarantees that any and all materials and services, as well as the contents of such, that are used within the scope of fulfillment of the any Order, are free of third party property rights and Supplier hereby agrees to indemnify Jeremias from any and all third party claims related to, or arising from, any infringement claims related thereto.
- 7.2 If the sale and/or use of any Goods or Services is enjoined or, in Jeremias's sole judgment, is likely to be enjoined, Supplier shall, at Jeremias's election and Supplier's sole expense, either procure for Jeremias the right to continue using such items, or replace the same with equivalent non-infringing items, or modify such items so they become non-infringing, or remove same and refund the purchase price, including transportation, installation, removal and other charged incidental thereto.

8. Tools, Models

- 8.1 Unless otherwise provided on the face of the applicable Order, any and all costs incurred by Supplier for the manufacture of any tools and models necessary for the fulfillment of any ordered Goods or Services, if any, as well as any costs associated with the maintenance, service or repair of the same, are to be borne solely by Supplier.
- 8.2 Title to all property furnished to Supplier by Jeremias, including, without limitation, any and all tools, models, die-plates, devices, samples and similar objects, as well as any drawings, material specifications, documents, data carriers, and other information carriers, in connection with any Order or ordered Goods or Services (all hereinafter collectively referred to as ("Jeremias Property")), shall be and remain in Jeremias with the right of possession in Jeremias and Supplier will use Jeremias Property only in the fulfillment of any Order as specified therein. All Jeremias Property while in Supplier's custody or control will: (a) be held at Supplier's risk, (b) be kept insured by Supplier at Supplier's expense against loss and damage in an amount equal to the cost of

replacement, (c) be conspicuously marked "Property of Jeremias" and such markings maintained, (d) not be commingled with the property of Supplier or with that of a third person, (e) not be moved from Supplier's premises without Jeremias's written approval, and (f) be used in compliance with Jeremias's instructions and in compliance with all applicable laws. All Jeremias Property will be subject to removal at Jeremias's written request, in which event, Supplier, at its expense, will prepare such Jeremias Property for shipment and will deliver it to Jeremias in the same condition as originally received by Supplier, reasonable wear and tear excepted. If Supplier does not release and deliver any of Jeremias Property in accordance with this Section, Jeremias shall be entitled to obtain an immediate writ of possession, enter Supplier's premises and take possession of such Jeremias Property. Supplier will maintain accountability and property control records of all Jeremias Property in accordance with sound industrial practices. Jeremias will have the right to enter Supplier's premises at all reasonable times to inspect any Jeremias Property and Supplier's records with respect thereto. Supplier, at its expense, will maintain all Jeremias Property in good condition and repair or replace any Jeremias Property to the extent necessary for performance of any Order. To the extent permitted by law, Supplier waives its right to object to the repossession of any Jeremias Property by Jeremias in the event Supplier is involved in bankruptcy proceedings. Upon completion or termination of any applicable Order, Supplier will store the applicable Jeremias Property at its expense until disposition directions are received from Buyer.

9. Implementation Standards

- 9.1 All drawings, data, designs, engineering instructions, models, specifications or other technical information, written, oral or otherwise, supplied by or on behalf of Jeremias, or prepared by Supplier specifically in connection with performance of any Order (hereinafter "Information") shall be and remain the property of Jeremias. Supplier shall not use or disclose such Information except in the performance or fulfillment of Orders for Jeremias and upon Jeremias's request such Information and all copies thereof shall immediately be returned to Jeremias. Supplier shall immediately return, without Jeremias's express request, any and all Information if Supplier shall not confirm an Order within two (2) weeks after Supplier's receipt of an Order. Where Information is furnished to Supplier's suppliers for procurement of supplies by Supplier for use in the performance of Jeremias's Orders, Supplier shall insert the substance of this provision in any purchase order or subcontract hereunder.
- 9.2 To the extent Jeremias provides Supplier with any Information in connection with any Order, Supplier shall strictly adhere to the Information in the fulfillment or performance of such Order.
- 9.3 In the event that Jeremias requests any sample in relation to an Order, production may commence only upon written approval of such sample. In the event of any issues or concerns on the part of Supplier with respect to any Information provided to Supplier by Jeremias, Supplier shall immediately provide written notification of such issues or concerns prior to commencement of any production. In such case, production may commence only upon written instruction by Jeremias instructing Supplier to proceed with such production.
- 9.4 Supplier is obligated to review each Order, along with all Information provided therewith, to confirm the factual accuracy of such Order prior to the execution of the Order and will immediately inform Jeremias of any possible errors. If any such errors

are detected at a later point in time, Jeremias is not obligated to accept any additional costs resulting from such delayed detection.

10. Warranty; Guaranty

- 10.1 Unless otherwise stated in the Order or as required by law, Supplier warrants to Jeremias its successors, assigns and customers that all Goods and Services (including all replacement items and all replacement or corrected components which Supplier furnishes pursuant to this warranty) will be free from defects in materials and workmanship, as applicable, for as long a period as Jeremias's warranty to its contract party covers; will conform to applicable drawings, specifications, samples and other descriptions furnished or specified by Jeremias. In the event Supplier is required to replace, correct or reperform any Goods or Services, as applicable, pursuant to a breach of the foregoing warranty, the running of the warranty period for such Goods or Services, shall be suspended from the date Supplier receives notice of the breach of warranty until the date of such replacement, corrected or reperformance. Jeremias's approval of Supplier's samples shall not be construed as a waiver by Jeremias of any requirement of the drawings, specifications and/or other referenced descriptions applicable hereto or of any express or implied warranty.
- 10.2 Jeremias will notify the Supplier in writing of any apparent defects as soon as practicable following delivery or service performance, as applicable.
- 10.3 In the event of any defect discovered following Supplier's delivery or performance or in the event of Supplier's breach of warranty, Jeremias may at its election and in addition to any other rights or remedies it may have at law or equity or in connection with any Order, (a) return any defective Goods or reject any defective Services at Supplier's risk and expense and recover from Supplier the price paid therefore and, if elected by Jeremias, purchase or manufacture similar Goods or Services and recover from Supplier the costs and expenses thereof, (b) accept or retain the Goods and/or Services and equitably reduce their price, or (c) require Supplier, at Supplier's expense to promptly replace, correct or reperform, as applicable, such defective Goods or Services. If Supplier fails to replace, correct, or reperform, as applicable, such Goods or Services within a time period reasonably set by Jeremias with respect to any such defect, Jeremias may undertake, or arrange for, such replacement, correction or reperformance at Supplier's expense or purchase, manufacture or procure similar Goods or Services, as applicable, and recover from Supplier the costs and expenses thereof.
- 10.4 Any payment tendered in connection with any Order prior to the recognition of any defect does not constitute acceptance of the Goods free of defects.

11. Indemnification; Products Liability Insurance

Supplier will indemnify, defend and hold harmless Jeremias, its officers, employees, agents, successors, assigns, customers and users of Supplier's goods and services from and against any and all losses, expenses, damages, claims, suits and liabilities (including court costs and attorneys' fees) (collectively "Losses") arising as a result of actual or alleged breach of any warranties or other terms contained herein or arising under any strict tort or negligence claims premised on either an actual or alleged defect in Supplier's Goods or Services provided. At Jeremias's request, Supplier will assume promptly full responsibility for the defense of any action described in this Section which may be brought or threatened by a third party against Supplier and/or Jeremias.

- 11.2 Supplier shall at all times carry and maintain products liability and other insurance in amounts acceptable to Jeremias, including but not limited to worker's compensation, disability benefit and other similar employee benefit acts, bodily injury, occupational sickness or disease, for Supplier's employees or any other person, personal injury liability, injury to or destruction of tangible property, including loss of use resulting therefrom, bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle, bodily injury or property damage arising out of completed operations, and contractual liability insurance applicable to Supplier's obligations hereunder. This Subsection shall not be construed as a limitation of Supplier's indemnification obligations.
- 11.3 Supplier agrees to indemnify and hold Jeremias and its customers harmless from and against any losses, damages and expenses sustained because of Seller's non-compliance with any applicable law.
- 11.4 Supplier's indemnification under this Section shall specifically include Losses based on indirect, incidental, consequential or punitive damages, including, but not limited to production stoppage or delay, loss of profit or goodwill and remedial actions (including costs for removing non-conforming goods and replacement installation).

12. Termination

- 12.1 Jeremias may terminate any Order in whole or in part at any time for its convenience by written notice stating the extent and effective date of such termination. Upon receipt thereof, Supplier shall, to the extent directed by Jeremias, (i) stop work under the applicable Order and place no further orders relating thereto (ii) terminate work under any outstanding Orders, which relate to work terminated by such notice and (iii) protect property in Supplier's possession in which Jeremias has or may acquire an interest. Supplier shall submit to Jeremias its written claim, if any, as soon as possible, but not later than thirty (30) days from the effective date of termination. Supplier hereby gives Jeremias the right to audit and inspect its books, records and other documents relating to its termination claim. If the parties cannot agree within a reasonable time upon the amount of fair compensation for such termination, Jeremias's liability to Supplier, and Supplier's sole remedy shall be limited to Jeremias making prompt payment of the following amounts only, without duplication: (A) the contract price not previously paid for Goods delivered or Services performed and accepted by Jeremias in accordance with the provisions of the applicable Order prior to the effective date of termination, and (B) the actual costs incurred by Supplier and properly allocable or apportionable to the applicable Order under the preceding sentence, and credit or pay the amounts so agreed or received as Jeremias directs, with appropriate adjustment for delivery cost savings. Supplier shall, if directed by Jeremias after payment for same, transfer title to and make delivery of any such Goods, Services, or works in progress not so retained or sold.
- 12.2 Jeremias reserves the right to terminate any Order in whole or in part for default (i) if Supplier fails to perform in accordance with any of the requirements of the Order or to make progress so as to endanger performance thereunder; (ii) if Supplier fails to give Jeremias, upon request, reasonable assurances of Supplier's future performance; (iii) if Supplier becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Supplier under any state or federal law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors; or (iv) if any other event occurs that causes reasonable doubt

as to Supplier's ability to render due performance hereunder. Any such termination will be without liability to Jeremias for any or all property produced or procured by Supplier for performance of the work terminated except that Jeremias shall pay to Supplier the value thereof not to exceed Supplier's cost.

13. Compliance with Laws.

Supplier shall comply with all applicable federal, state and local laws, executive orders, rules and regulations during performance of each Order.

14. Assignment and Subcontracting.

Any assignment of any Order or the work to be performed thereunder, in whole or in part, or of any other interest thereunder, without Jeremias's written consent shall be void. Supplier agrees not to subcontract for any complete or substantially complete materials, supplies and/or services called for by any Order without the prior written approval of Jeremias.

15. Confidentiality

Except as otherwise specifically agreed, all Information disclosed by Jeremias to Supplier shall be Jeremias's property and shall be held in confidence by Supplier and used solely for the performance of the applicable Order. Supplier shall take all reasonable precautions (a) to disclose such Information within Supplier's organization only to those employees and agents who have a need to know in order to fulfill Supplier's obligations under such Order and who have agreed to keep the Information confidential, and (b) to prevent any such Information from being divulged to third persons not employed by Supplier, including having recipients acknowledge the confidential status of such Information and agreeing to similar restrictions. This obligation of confidence shall survive termination of the final Order submitted by Jeremias to Supplier and will continue for three (3) years thereafter, or for as long as the Information remains a trade secret under applicable laws, whichever is longer.

16. Arbitration.

In the event that the parties are unable to agree on any matter for which agreement is required under an Accepted Order, including these Terms and Conditions, or if either party commits a default hereunder, whether material or immaterial, either party shall have the right to submit the matter to binding arbitration in accordance with the rules of the American Arbitration Association ("AAA"), as then in effect. Each party shall pay one-half of the deposit required by AAA. If the matter in dispute exceeds Fifty Thousand Dollars (\$50,000), the matter shall be considered by a panel of three (3) arbitrators. If there are three (3) arbitrators, the parties shall request, within fifteen (15) days of receipt of notice of one party to the other party requesting arbitration, from AAA a list of approved arbitrators and, by way of elimination, shall agree on three (3) arbitrators. If the parties agree on less than three (3) arbitrators, they shall request a second list of approved arbitrators from AAA and again follow the process in the preceding sentence to select the remaining arbitrator(s). If the parties fail to elect two (2) arbitrators, then the AAA shall select the arbitrator panel. If the parties elect two (2) arbitrators, then such arbitrators shall elect the third arbitrator. If the matter in dispute is Fifty Thousand Dollars (\$50,000) or less, the matter shall be considered by a single arbitrator. The election of a single arbitrator shall be made in accordance with the process for selecting three (3) arbitrators. The non-prevailing party shall bear the costs of the arbitrator(s), witness fees, attorneys' fees and all other costs associated with

the arbitration proceeding. The arbitration proceeding shall occur in Atlanta, GA. The Federal Arbitration Act shall be applicable to the arbitration proceedings.

17. Jurisdiction; Venue.

For purposes of injunctive relief or should arbitration not be available, in any legal action relating to the sale and shipment of any Goods or Services under any Order, Supplier irrevocably agrees and consents (i) to the exercise of jurisdiction over it by the courts of the State of Georgia or the United States District Court for the Northern District of Georgia; and (ii) that if Supplier brings the action, it shall be instituted in one of the courts specified in Subsection (i) above. Service of process provided to Supplier in accordance with Section 20 below shall be effective and sufficient to establish jurisdiction and venue in such court in any such action. Should arbitration not be available, Jeremias may institute legal action in any appropriate jurisdiction.

18. Governing Law.

All Orders and these Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Georgia, United States of America but excepting any Georgia or United States rule, law or treaty which would result in the application of the law of a jurisdiction other than Georgia.

19. Severability.

If any provision of an Order or these Terms and Conditions shall be judged by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such adjudication shall not affect or modify any other provision of the Order or these Terms and Conditions, as applicable, and the effect thereof shall be confined to the provision as to which such adjudication is made.

20. Notice.

Any notice or other communication required or permitted by these Terms and Conditions to Seller shall be sent postage prepaid, by certified mail, by courier such as United Parcel Service or e-mail, to the following: Jeremias Inc., 983 Industrial Park Drive, Marietta, GA 30062, E-mail: Larry.Rohskopf@Jeremias.com. Notices shall be effective upon receipt.

21. Headings.

The headings contained in these Terms and Conditions are included for mere convenience of reference and shall not affect the language included herein.

22. Amendment.

Jeremias reserves the right to change, modify, add, or delete portions of these Terms and Conditions from time to time without further notice. Any such changes to these Terms and Conditions will be posted at www.Jeremiasinc.com or communicated to Supplier and will indicate the date that these Terms and Conditions were last revised (“Effective Date”). Any and all Services shall be performed pursuant to, and in accordance with, the Terms and Conditions as of the Effective Date which is contemporaneous with, or in effect as of, the date of the applicable Order.