

General Terms & Conditions of Purchase Rev. 2024 April 19

1. **CERTAIN DEFINED TERMS:**

“**Affiliate**” means, with respect to the Buyer or the Seller, any entity that directly, or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with such Party.

“**Business Day**” means the days of Monday through Friday excluding any such day that is a recognized holiday in the United States.

“**Buyer**” means the entity or entities identified in the applicable Order Document issued to purchase Goods or Services from the Seller subject to these T&Cs.

“**Change**” or “**Changes**” means the changes that Buyer may make to the Order Document in accordance with the requirements of Sections 8 and 9 of these T&Cs.

“**Contract**” has the meaning as set forth in Section 1.01 of these T&Cs.

4. QUALITY CONTROL:

- (a) Seller shall provide and maintain a quality control system to an industry recognized Quality Standard and in compliance with any other specific quality requirements identified on the face of the Order Document or incorporated by reference on the Order Document.
- (b) Records of all quality control inspection work by Seller shall be kept complete and available to Buyer and its Customer.
- (c) Should the Services and/or Goods being purchased involve laboratory testing, inspection, or calibration services then Addendum A attached hereto shall apply as if fully set forth herein.

5. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS:

- (a) Seller agrees to comply with all applicable laws, orders, rules, regulations, and ordinances in force and as amended from time to time.
- (b) Seller represents that each chemical substance constituting or contained in the Work sold or otherwise transferred to Buyer is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to the Toxic Substances Control Act (15 U.S.C. Sec 2601, et. seq.), as amended from time to time.
- (c) Seller shall provide to Buyer, with each

- (d) If Seller delivers non-conforming Work, the Parties shall agree to remedy the non-conforming Work by: (i) accepting all or part of the non-conforming Work pursuant to a written statement prepared by Seller which Buyer has accepted and executed or (ii) rejecting such Work with Seller re-performing the Work (See Section 20 WARRANTY of these T&Cs).
- (e) Seller shall not re-tender rejected Work without disclosing the corrective action taken.

14. DEFAULT:

- (a) Buyer, by written notice, which indicates details of default, may terminate the Contract for default, in whole or in part, if Seller fails to comply with any of the Terms of the Contract, fails to make progress as to endanger performance of the Contract, or fails to provide adequate assurance of future performance. Seller shall have ten (10) days (or such longer period as Buyer may authorize in writing) after receipt of notice from Buyer to cure any such failure. Default involving delivery schedule delays shall not be subject to this cure provision but shall be subject to charges for liquidated damages as set forth on the Contract or cancellation for default. Only and Buyer induced events shall constitute excusable delays. In the event of an uncured default, Buyer shall have the right to re-procure the Work, and Seller shall pay any costs so incurred which exceed the value of the original Contract, if the cure requirements are not completed within the cure period. Buyer shall also be entitled to re-

to (y) a court of competent jurisdiction in the State of Ohio or (z) binding arbitration, before a mutually acceptable arbitrator in the State of Ohio, in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

20. WARRANTY:

- (a) **Design, Manufacture and Fitness for Purpose Warranties:** Seller warrants that all Work furnished pursuant to the Contract shall:
- (i) strictly conform to the applicable specifications, drawings, samples, descriptions and other requirements of the Order Document and these T&Cs;
 - (ii) be free from defects in design, material, and workmanship; and
 - (iii) be fit for Buyer's intended purpose as stated in the Contract.

Seller warrants that the Work delivered pursuant to the Contract is not unnecessarily dangerous, and does not exhibit excessive leakage (fluids, radiation, etc.), instability of any form, insufficient safety interlocks, excessive flammability or inadequate electrical grounding and bonding, where any of these are reasonably required in conformance with industry and Government safety standards and practices. Without limitation of any kind, Seller shall promptly correct any such deficiencies in the Work prior to delivery to Buyer, and at Seller's sole and complete expense, including all labor, materials, and freight charges. Seller also warrants that the Work to be delivered hereunder shall consist of new materials (as defined in FAR 52.211-5) unless a specific exemption to this requirement appears in the Order Document. Seller warrants that it shall provide Buyer a minimum of twelve (12) months' notice of any intent to discontinue the manufacture or performance of any Work purchased under the Contract and

