



Purchase Order Terms and Conditions

Acceptance & Agreement

The following terms and conditions together with the terms on the front page of the purchase order and attached documents, electronically linked or referred to in the order constitute the complete and final agreement between Tooling Dynamics and Supplier relating to the sale of goods and/or services (Goods) as identified on the front page of the Purchase Order. Supplier's commencement of work or shipment constitutes acceptance of PO without reservation. Buyer objects to any terms proposed in Supplier's related acceptance or acknowledgment or any other form which adds to or vary from the terms of Purchase Order. Purchase Order constitute the entire agreement between the parties and can only be modified in writing signed by an authorized representative of each Seller and Buyer.

Price

Goods shipped or work performed against Purchase Order must not be invoice at a higher price that a higher price than shown without written consent from both Parties. Tooling Dynamics price at all times will be the lowest price offered by Supplier to other customers for similar quality and volume. In the event Supplier charges a lower price for the Purchase Order, or for similar products in the market, or if the cost of components or raw materials decrease, Supplier must immediately apply the lower pricing to Tooling Dynamics's Purchase Order. If the price is omitted from Order, the price shall be the lower of the lowest prevailing market price or any earlier applicable price. No charge will be allowed for packing, labeling, customer storage, crating, or express handling unless indicated on Order.

Invoicing & Payment

After each shipment made or service provided, Supplier will submit an invoice listing a description of the Goods provided and, as applicable, part numbers, quantity, unit of measure, hours and the unit, transportation charges, taxes and total prices. If authorized by the Purchase Order, any incidental charges such as royalties, selling commissions, nonrecurring engineering or other incidental charges must be separately itemized and identified on the invoice. All of the information provided on the invoice must be in English. Payment of an invoice does not constitute acceptance of the Goods and is subject to appropriate adjustment should Supplier fail to meet the requirements of the Purchase Order. Payment terms vary based upon the Supplier and specific Goods and will be established prior to the acceptance of the first Purchase Order. Payment terms timing does not begin until a proper invoice is received from Supplier. Payments will be scheduled for the first payment cycle following the net terms for the Purchase Order.

Changes & Cancellation

Tooling Dynamics shall have the right to make changes to the Purchase Order in any one or more of the following: (a) specifications, drawings and data incorporated in this order where the materials to be furnished are to be specially manufactured for Tooling Dynamics; (b) methods of shipment or packaging; (c) place of delivery; and (d) time of delivery at any time for its convenience upon written notice to Seller. Changes that cause an increase or decrease in the cost of or the time required for performance shall be subject to an equitable (as determined by Tooling Dynamics) adjustment in the purchase price, based on reasonable and unavoidable cost incurred by Supplier prior to notice of the change. Upon receipt of cancellation notice, Supplier shall, unless the notice directs otherwise, immediately discontinue the work under the Purchase Order and the placing or orders for materials, facilities and supplies for the work under the Purchase Order, and shall make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to Tooling Dynamics. Supplier shall therefore do only such work as may be necessary to preserve and protect work already in progress. Supplier may not make any changes without first notifying Tooling Dynamics and obtaining Tooling Dynamics's written approval. Any claim of Supplier for an adjustment must be submitted in writing to Tooling Dynamics within thirty (30) days of the Tooling Dynamics change notice.

Packaging, Delivery & Shipment



All delivered Goods shall be packed and shipped in accordance with instructions or specifications on the front of Purchase Order. In the absence of any instructions, Supplier shall comply with best commercial practice to ensure safe arrival at destination at lowest transportation cost. Time is of the essence for all deliveries. If Goods are not delivered or services provided by the date specified, Tooling Dynamics in addition to all other rights and remedies available may (i) terminate Purchase Order as to items not yet shipped or services not yet rendered without liability, by notice effective upon receipt of Seller (ii) purchase substitute items or services elsewhere and (iii) charge Supplier with any loss or damage incurred. If, in order to comply with Tooling Dynamics's required delivery date, it becomes necessary for Supplier to ship by a more expensive method than specified in the Purchase Order, Supplier shall pay any increased costs, unless the necessity for such rerouting or expedited handling has been cause by Tooling Dynamics.

Quality Expectations

Supplier understands that Tooling Dynamics expects that Supplier shall maintain the quality of the Purchase Order hereunder such that defects in respect thereof shall not exceed 20 parts per million of components or finished Goods.

Inspection & Acceptance

Supplier's facilities, equipment, goods, and services purchased under the Purchase Order are subject to Tooling Dynamics's inspection and acceptance. Payment for the Goods delivered shall not constitute acceptance. Goods shall only be deemed accepted when they have actually been counted, inspected, tested, and/or consumed by Tooling Dynamics and found to be in conformance with Purchase Order. Goods rejected and/or supplied in excess of unpacking, examining, repacking and reshipping such Goods. Nothing contained in Purchase Order shall relieve Supplier from the obligations of testing, inspection and quality control.

Incoming Non-Conforming Products

Non-conforming products are Goods that do not conform, in all material respects, to the specifications, standards, drawings, samples, descriptions, quality requirements, performance requirements, and/or fit, form and function requirements furnished, specified or approve by Tooling Dynamics for the Goods specified in the Purchase Order. Tooling Dynamics reserves the right to reject or accept any non-conforming products. Rejected non-conforming products shall be returned at Supplier's expense, including transportation charge and payment for damages.

Product Recall

If Supplier's Good is the subject of a Consumer Product Safety Commission ("CPSC"), mandated product recall or is deemed to be a product hazard by reputable testing laboratory (such as UL or ETL), or loses its certifications or listing by such agency(s), Supplier shall bear all costs associated with compliance with the CPSC's product recall or any corrective action required by the testing laboratory.

Ethics; Conflict of Interest

Tooling Dynamics request Supplier to subscribe and adhere to Tooling Dynamics Code of Business Conduct which expresses the values and expectations of Tooling Dynamics in its relationship with third parties, and to adhere to all relevant applicable laws and regulations regarding fair competition and anti-corruption

Compliance with Laws

Supplier agrees to fully observe and comply with all applicable Federal, State, and Local laws, rule, regulations and orders pertaining to the production and sale of Goods ordered and, upon request, Supplier agrees to furnish Tooling Dynamics with certificates of compliance with such laws, rules, regulations and orders.

Equal Employment Opportunity

As part of Tooling Dynamics's compliance with Federal Equal Employment Opportunity and Affirmative Action regulations, Supplier shall abide by the requirements of 41 CFR §60-1, 41 CFR §60-250, 41 CFR §60-300 and §60-741, the terms of which are incorporated herein by reference. The regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, gender, gender identity or national



origin. Moreover, these regulations require that the parties take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, gender, gender identity, nation origin, protected veteran status or disability.

No Child or Forced Labor; Reasonable Working Conditions

Supplier shall comply with all applicable environmental laws, health, and human safety laws, including without limitation, all laws prohibiting child labor, human trafficking, and slavery. Specifically, Supplier agrees not to employ children or forced labor in performing its obligations under this Agreement. Supplier shall compensate its employees fairly by maintaining reasonable employee work hours and by providing wages and benefits that comply with the national laws in which it does business.

Environmental

Asbestos, cadmium, or polychlorinated biphenyls must not be present in parts, components, materials or products. Packaging must not contain lead, mercury, cadmium, or hexavalent chromium as an intentionally added element and the sum of the concentrations of these materials must not exceed 100 ppm. Lead or lead compounds must not be a component in any paint product applied to parts, components, or products. Plastic parts, components, materials, and products must not contain flame-retardants containing polybrominated biphenyls (PBB) or polybrominated biphenyl ethers (PBBE) which are also known as polybrominated biphenyl oxides. Supplier certifies by acceptance of the Purchase Order that part, component, materials, or products are not manufactured with a class 1 ozone depleting substances (ODS) or if the supplied items were manufactured with or contain an ODS, the manufacturer/supplier certifies that the supplied items are labeled according to Clean Air Act Amendments of 1990 or any alternative labeling that the Environmental Protection Agency has determined acceptable. Supplier warrants that any chemical substance furnished hereunder is on the Toxic Substance Control Act Inventory or that the supplier has satisfied the toxic Substance Control Act and regulations including premanufactured notice and the chemical is legally available for sale and use. Supplier agrees to cooperate with Tooling Dynamics in every respect to ensure that the requirements of its Environmental Management System (EMS) are met and Supplier will make Tooling Dynamics aware if the move "environmentally friendly" materials, products and service available.

Conflict Minerals

Supplier shall use due diligence to comply with Conflict Minerals legal requirements. Conflict Minerals include gold (AU), tantalum (Ta), tungsten (W) and tin (Sn) sourced from areas identified as conflict regions, including Democratic Republic of Congo (DRC) and Central Africa. Supplier represents and warrants that no Conflict Minerals that originated in the DRC or an adjoining country are present in any Goods. For the purposes of making such a representation and warranty, Supplier will use due diligence protocols, standards, and procedures that meet or exceed the reasonable country of origin inquiry described in the SEC rules and the relevant best practices developed by industry. If the product does contain conflict minerals, Supplier will notify Tooling Dynamics and will receive written approval to proceed with fulfillment of the Purchase Order. If Tooling Dynamics determines that any representation or certification made by Supplier pursuant to this provision is inaccurate or incomplete in any respect, then Tooling Dynamics may terminate the Agreement immediately.

DFARS Specialty Metals

Supplier part number(s) fall within the definition of "Electronic Component" as defined in the Office of Secretary of Defense Class Deviation, Subject: Class Deviation – Implementation of New Specialty Metals Restrictions. As such, Supplier part number(s) are exempt from the DFARS Specialty Metals requirements as per DFARS 252.225-7014, Alternative I (DEVIATION 2008-O0002), specifically subparagraph (b)(1).

Remedies

All Tooling Dynamics remedies set for the in this Purchase Order are in addition to, and will in no way limit, any other rights and remedies that may be available to Tooling Dynamics at law or in equity.