1. ACCEPTANCE. These Terms and Conditions of Purchase and all documents referenced herein (collectively, the "Order") is an offer by Nylok LLC ("Buyer") to purchase the goods ("Goods") and/or services ("Services") and together with the Goods, the "Deliverables") described in Buyer's purchase order from the person or entity to whom the purchase order is addressed ("Seller"). Acceptance of this offer shall be limited to the terms and conditions of the Order. By delivering the Goods or by either party's performance of the Services or the Services themselves, Buyer and Seller shall be deemed to have accepted, and each to its detriment, the terms and conditions of the Order, which terms and conditions govern the purchase of Deliverables by Buyer and supersede all prior and contemporaneous terms and conditions, oral or written, and all other communications between the parties suggesting additional or different terms. Any proposal for additional or different terms or any attempt by Buyer to vary in any degree any of the provisions of the Order is hereby deemed material and objected to and rejected. No terms of any document or form submitted by Seller shall be effective to alter or add to the provisions contained in the Order. Unless otherwise stated herein, Seller's acknowledgement of the Order, shipment of Goods or commencement of any Services shall constitute acceptance by Seller of the Order.

2. PRICES. The prices are the lower of Seller's prevailing prices or as stated on the Order and are otherwise fixed, firm and not subject to increase. Unless otherwise expressly agreed by Buyer in writing, the price includes all taxes (sales, use, excise, privilege, ad valorem, and other taxes, duties, tariffs and assessments now or hereafter imposed or levied) and charges for packing, handling, storage and transportation to Buyer's designated point of delivery. Any price reduction subsequent to the Order but prior to payment will be applied to the Order. Buyer is not obligated to any minimum purchase or future purchase obligations under this Order. Forecast, estimates and similar projections of price, quantities and terms and conditions are intended as no more than estimates. Seller shall have no obligation to purchase or otherwise compensate Seller for any of Seller's finished products, work in process or raw materials, not expressly covered by an Order issued by Buyer. If Seller sells or offers to sell any goods or services of the same or similar type as the Deliverables at a lower price and/or on more favorable terms or conditions to any other person or entity, Seller shall provide written notice to Buyer, upon Buyer's request. Buyer shall have the option to have such more favorable price, terms and/or conditions applied to this Order and Others therewith.

3. PAYMENT TERMS. Seller shall issue an invoice to Buyer on or before the time of completion of services or delivery of Goods at the location and time specified in the Order. Seller will make a copy of such invoice available to Buyer at such time and place. The Order must be shipped complete for delivery by the date requested, or delivered in the quantities and on or prior to the dates shown in the Order. Buyer shall not be obligated to accept untimely, excess or under shipments and such shipments in whole or in part, at Buyer's option, be returned to, held for disposition, at Seller's expense and risk.

4. WARRANTIES. Seller warrants that (i) all Deliverables are and will be (a) in full conformity with specifications, drawings, samples, quantities, delivery schedules, and descriptions furnished or specified by Buyer; (b) free from defects in material, workmanship and design, (c) merchantable and fit and sufficient for the purposes intended; (d) free and clear of all liens, Claims, security interests or other encumbrances; (e) free of claims of infringement or misappropriation of any third party's intellectual property rights; and (f) produced or provided in compliance with all applicable foreign, federal, provincial, state, and local laws and regulations as well as requirements and standards applicable to the Deliverables including without limitation REACH, RoHS, Prop 65, the Equal Opportunity clause of Section 202 of Title VII of the Civil Rights Act of 1964, and Executive Order 11246, dated September 24, 1965, as amended from time to time. Buyer, at Buyer's option, may inspect the Deliverables and/or request an audit of the Deliverables. Buyer shall not be obligated to accept untimely, excess or under shipments and such shipments in whole or in part, at Buyer's option, be returned to, held for disposition, at Seller's expense and risk.

5. INDEMNIFICATION. Seller, shall defend, indemnify, and hold Buyer, its affiliates and their respective officers, directors, members, managers, shareholders, employees, customers, successors and assigns against, and in defense of any and all claims, demands, damages, losses, liabilities, lawsuits, balances, records, audit, dispute resolution, judgments, fines, settlements, penalties, costs and expenses including without limitation all attorneys' fees and litigation costs and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, whether direct, indirect, incidental, consequential, punitive or otherwise (collectively, "Claims") arising out of relating to (i) the Deliverables (including death, injury and property damage); (ii) actual or alleged act, omission, negligence or failure to comply with the Order or any other agreement between Buyer and Seller; (iii) any Recall; (iv) actual or alleged infringement or misappropriation of any IP Right; (v) loss or damage to Buyer's Property; (vi) breach of the Order of the Order or any of Buyer's obligations under the Order; and (vii) any other breach of Buyer's prior written consent. This indemnification is in addition to the warranty obligations of Seller.

6. INTELLECTUAL PROPERTY. Seller represents and warrants that the manufacture, sale, performance and/or use of the Goods and/or the Services does not infringe any patent, copyright, trademark, or other proprietary right of Buyer, any of Buyer's officers, directors, employees, representatives and agents as additional insureds (2) be endorsed to waive any rights of subrogation against Buyer, (3) provide contractual liability coverage to Seller for its own obligations, and (4) contain a provision that such insurance shall be primary to, and non-contributory with any other insurance obtained by, for or on behalf Buyer notwithstanding any “other insurance” provision contained within such policies. Seller shall provide written notice to Buyer no less than 30 days prior to the effective date of cancellation or material reduction of any required insurance or other evidence of such insurance. Seller shall provide certificates of insurance to Buyer along with other documentation as may be reasonably required by Buyer to evidence the insurance coverages required herein. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Buyer’s insurers in respect of any such insurance.

7. LIMITATION OF LIABILITY. Seller hereby waives and releases Buyer from all claims, damages, costs and expenses with regard to the foregoing, including, without limitation, attorneys’ fees and court costs.

8. FORCE MAJEURE. Buyer shall not be liable for failure to deliver the Goods or to allow performance of the Services or to otherwise perform hereunder if such failure or inability is due to causes beyond Buyer's control.

9. TERMINATION. Buyer may terminate any Order, in whole or in part, without liability to Buyer at any time, if (i) Seller breaches the Order or fails to deliver the Goods or to perform the Services by the specified time; (ii) a petition initiating a proceeding under any applicable Law relating to bankruptcy, insolvency, or reorganization is filed by or against Seller; (iii) Seller is insolvent or otherwise unable to pay its debts when due or in the ordinary course; (iv) a Change Order is not in all material respects, in accordance with the provisions of the Order, and Buyer, at Buyer's option, may terminate the Order; or (v) Seller’s prevailing prices or as otherwise fixed, firm and not subject to increase. Upon receipt of notice of any termination, Seller shall, unless the notice directs otherwise, immediately discontinue all work.

10. CONFIDENTIAL MINERALS. Seller represents and warrants that the Goods do not contain any Conflict Minerals pursuant to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and associated rules and that the Goods do not contain Conflict Minerals. Seller shall provide written report to Buyer in accordance with the regulations for reports on conflict minerals for each calendar year to which the Goods in any calendar year relate. Buyer may obtain such report from Seller in its discretion.

11. EXPORT CONTROL. Seller shall comply with all applicable laws and regulations regarding the export of goods, technology, or software, including any license requirements.

12. MISCELLANEOUS. No change to any Order is binding upon Buyer unless it is in a signed writing, and specifies that it amends such Order. Buyer shall have the right at any time to make changes in drawings, specifications, quantities, materials, packaging, time and place of delivery, and method of transportation, and cancel an Order, or in whole or in part, without liability. If any such changes result in an increase or decrease in the cost or the time required for performance, an equitable adjustment may be made by Buyer or Buyer may, at its option, terminate an Order if adjustment cannot be reached. Claims for adjustment must be asserted by Seller within ten days of the receipt of Buyer's notification of any such claim. Buyer may terminate any Order, in whole or in part, without liability to Buyer at any time, if (i) Buyer breaches the Order or fails to deliver the Goods or to perform the Services by the specified time; (ii) a petition initiating a proceeding under any applicable Law relating to bankruptcy, insolvency, or reorganization is filed by or against Buyer; (iii) Buyer is insolvent or otherwise unable to pay its debts when due or in the ordinary course; (iv) a Change Order is not in all material respects, in accordance with the provisions of the Order, and Buyer, at Buyer's option, may terminate the Order; or (v) Buyer does not receive less than seven (7) days' written notice to Seller. Buyer may terminate any Order, in whole or in part, without liability to Buyer if (i) Seller breaches the Order or fails to deliver the Goods or to perform the Services by the specified time; (ii) a petition initiating a proceeding under any applicable Law relating to bankruptcy, insolvency, or reorganization is filed by or against Buyer; (iii) Buyer is insolvent or otherwise unable to pay its debts when due or in the ordinary course; (iv) a Change Order is not in all material respects, in accordance with the provisions of the Order, and Buyer, at Buyer's option, may terminate the Order; or (v) Buyer does not receive less than seven (7) days' written notice to Seller. Buyer may terminate any Order, in whole or in part, without liability to Buyer if (i) Seller breaches the Order or fails to deliver the Goods or to perform the Services by the specified time; (ii) a petition initiating a proceeding under any applicable Law relating to bankruptcy, insolvency, or reorganization is filed by or against Buyer; (iii) Buyer is insolvent or otherwise unable to pay its debts when due or in the ordinary course; (iv) a Change Order is not in all material respects, in accordance with the provisions of the Order, and Buyer, at Buyer's option, may terminate the Order; or (v) Buyer does not receive less than seven (7) days' written notice to Seller.

13. INVOICE. All invoices shall be paid within thirty (30) days from the date of receipt by Buyer. Buyer may, at Buyer's option, charge any such unpaid amount to Seller, including without limitation all attorney's fees and court costs.

14. CONTRACT LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania, and any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in accordance with the Rules of the American Arbitration Association and judgment may be entered upon the award rendered by the arbitrator(s) in such arbitration.

15. GENERAL TERMS. In the event that Buyer determines, in Buyer's sole discretion, that any defect, nonconformance or deficiency in any of the Goods requires a field campaign, recall, similar or other actions ("Recall") to repair, replace or remediate any Goods or any of Buyer's products in which Goods are used, then Buyer or any of its successors, assigns, except for any costs incurred by Buyer in connection with such Recall, the price includes all<br>Rev. 7/31/2019 7493960.1
21. **MISCELLANEOUS.** All waivers by Buyer shall be in writing. No delay or omission in the exercise of any right, power, or remedy of Buyer hereunder shall impair such right, power, or remedy or be considered to be a waiver of any default or acquiescence therein. Seller shall not assign any Order or any monies due or to become due from Buyer without Buyer's prior written consent. The Order shall be construed in accordance with the laws of the state of Buyer's principal place of business or the state of Buyer's incorporation, without regard to any rules on conflicts of laws. In case any one or more provisions contained in an Order shall be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Provisions which by their nature should survive will remain in force after any termination or expiration. The section headings contained herein are not part of the Order and are included solely for the convenience of the parties. If any term or provision of the Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Order or invalidate or render unenforceable such term or provision in any other jurisdiction. Provisions of the Order which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Order.