

Power Test, LLC Purchase Order Terms and Conditions

1. **BINDING EFFECT OF AGREEMENT.** These standard commercial terms and conditions (“Terms and Conditions”) of **Power Test, LLC** (“Buyer”) apply to all transactions between Buyer and its Suppliers, including all Buyer Purchase Orders (“PO”), whether or not expressly referenced. No other terms and conditions and no variations to these Terms and Conditions shall be binding unless agreed to in writing by authorized representatives of Buyer and Supplier.
2. **PURCHASE ORDERS.**
 - a. If Buyer places orders to Supplier, and Supplier acknowledges purchase order quantities and dates of delivery either by email or otherwise, all products and services supplied to Buyer are pursuant to the Terms and Conditions stated herein, and only the terms herein shall apply to all such purchase and sale transactions.
 - b. Any PO covering the sale of products and services to Buyer will be governed by these Terms and Conditions and any oral understandings are expressly excluded.
 - c. Buyer’s PO is made expressly conditional on assent by Supplier to these Terms and Conditions and any additional terms contained in Buyer’s PO and engineering drawings. Buyer does not waive any term herein if it fails to object to provisions appearing on, incorporated by reference in, or attached to Supplier’s acknowledgement and Buyer expressly rejects such contrary provisions.
 - d. Supplier’s acknowledgement, acceptance, or shipment of parts constitutes its assent to these Terms and Conditions.
3. **PRICE.** Except as otherwise provided in the Agreement, all prices paid hereunder include all labor costs, insurance, customs, duties, tariffs, warehousing costs in Buyer’s designated warehouse, packaging, loading, royalties and license fees of any kind associated with manufacturing, intellectual property rights of the Supplier or any third party. All prices are in United States Dollars unless otherwise provided. Supplier warrants that the prices charged for its products are as low as or lower than the lowest prices charged by the Supplier to any other customers for similar products in the same or similar quantities and under similar circumstances.
4. **QUALITY (RIGHT TO INSPECT).** By accepting this order Supplier acknowledges that the goods covered by this order are satisfactory for the purpose of manufacturing as intended by Buyer, if disclosed, and that any defect in such goods may occasion special damage to the Buyer. If the Buyer supplies materials to the Supplier to build the product to be purchased, defects of said material are the responsibility of the Buyer. Supplier agrees to maintain a quality control system for all products to be delivered hereunder that will eliminate rejects and will strive toward a goal of zero defects. Such a system shall include process controls that will provide for inspection and verification of all critical parameters or operations on a regular or continuing basis throughout the manufacturing process. Buyer shall have the right to inspect all articles and material ordered both at Supplier’s facility and upon arrival at destination.

If the Supplier employs services of any subcontractor, the Supplier must supply the name and address of each subcontractor. The same inspection privileges apply. Buyer may reject any and all articles and materials not conforming to specifications, drawings, samples, or descriptions. Rejected materials will be returned at Supplier's expense. Any rejected articles or materials held by Buyer pending the Supplier's disposition will be at the Supplier's risk.

5. **DELIVERY AND SCHEDULING.** Buyer reserves the right to reschedule quantities or delivery dates at any time. Any delivery not received within 3 days of scheduled delivery date on this PO or subsequent amended PO without written communication of such delay, shall be a Supplier default of these Terms and Conditions and Buyer may offset, cancel, or postpone delivery.
6. **LOGISTICS, TITLE AND RISK OF LOSS.** Shipping terms are specified on the face of Buyer's PO. In the absence of these terms on the PO, domestic and international shipping terms are FOB (Incoterms 2020) to the carrier as assigned by Buyer. Title of goods shall transfer at the same place as risk of loss or damage per the designated Incoterms.
7. **INVOICING AND PAYMENT TERMS.** Payment terms are Net sixty (60) days from the date goods are received by Buyer, unless stated differently on the PO or otherwise agreed upon in writing by the parties. All invoices, packing lists, bills of lading, containers, tags, and correspondence pertaining to POs must bear Buyer's PO number, part number, country of origin, and any other coding requested. A separate invoice must be rendered for each lot of material shipped or delivered to Buyer. Supplier will invoice no later than one hundred eighty (180) days after completion of services or shipment of products. Buyer will not be obligated to make payment against any invoices submitted after such period.
8. **INDEMNIFICATION/PATENT INFRINGEMENT.**
 - a. For goods where Supplier owns the design and/or IP, Supplier agrees to indemnify Buyer and hold it harmless from and against all liability, loss, damage and expense, including reasonable counsel fees, resulting from any actual or claimed trademark, patent or copyright infringement, or any litigation based thereon, with respect to any part of the goods covered by this PO, and such obligation shall survive acceptance of the goods and payment therefor by the Buyer.
 - b. For goods where Buyer owns the design and/or IP, Buyer agrees to indemnify Supplier and hold it harmless from and against all liability, loss, damage and expense, including reasonable counsel fees, resulting from any actual or claimed trademark, patent or copyright infringement, or any litigation based thereon, with respect to any part of the goods covered by this PO.
9. **WARRANTY**
 - a. Acceptance of all or any part of the goods shall not be deemed to be a waiver of Buyer's right either to cancel or to return all or any portion of the goods because of failure to conform to the PO, or by reason of defects, latent or patent, or other breach of warranty, or to make a claim for damages, occasioned by the Buyer. Such rights shall be in addition to any other remedies provided by law.

- b. In the event of failure by Supplier to correct defects in or to replace nonconforming product or services promptly, Buyer, after reasonable notice to Supplier, may make such corrections or replace such products or services and charge Supplier for the cost of doing so. This warranty is in addition to any other warranties provided by Supplier.
 - c. For goods where Supplier owns the design and/or IP, Supplier expressly warrants that the goods covered by the order are of merchantable quality and satisfactory and safe for consumer use. Supplier agrees to replace or correct defects of any product or services not conforming to the foregoing warranty promptly, without expense to Buyer, when notified of such nonconformity by Buyer. Acceptance of this PO shall constitute an agreement upon Supplier's part to indemnify and hold the Buyer harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by Buyer by reason of the failure of the goods to conform to such warranties. Such indemnity shall be in addition to any other remedies provided by law and as to consequential damages, shall be limited as provided in Section 2-715 (2) of The Uniform Commercial Code. Supplier's warranty will run to Buyer, its successors, assigns, and customers, and users of products sold by Buyer.
 - d. For goods where Buyer owns the design and/or IP, Buyer agrees to indemnify Supplier and hold it harmless from and against all liability, loss, damage and expense, including reasonable counsel fees, assuming all goods conform to Buyer's specifications and are free of manufacturing defects, with respect to any part of the goods covered by this PO.
10. **COMPLIANCE WITH LAWS.** Supplier shall comply with all applicable statutes and government rules, regulations, and orders, including those pertaining to United States Export Controls. In addition, Supplier shall (i) comply with all applicable country laws relating to anti-corruption or anti-bribery, including but not limited to legislation implementing the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (the "OECD Convention") or other anti-corruption/anti-bribery convention; (ii) comply with the requirements of the Foreign Corrupt Practices Act, as amended (FCPA), regardless of whether Supplier is within the jurisdiction of the United States; and (iii) neither directly or indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value received from Buyer to a non-U.S. public official or any person in violation of the FCPA and/or in violation of any applicable country laws relating to anti-corruption or bribery.
11. **PACKAGING.** All products will be prepared for shipment and packaged to prevent damage and deterioration (including the use of appropriate cushioning materials, dividers, fillers, etc., when necessary) and to comply with all applicable federal, state and municipal laws and regulations for the protection and safety of persons and property. No charges will be paid by Buyer for preparation, packaging, crating or freight unless so noted on the face of the purchase order. Failure to comply with these packaging requirements may result in the rejection or return of shipment at Supplier's expense.

12. **SPECIAL TOOLING.** If the price of materials purchased includes any machinery, designs, drawings, tools, jigs, dies, fixtures, patterns or testing equipment (therein called special tooling) required by the Supplier for the purpose of filling an order, such special tooling shall become the property of Buyer. Such special tooling shall be maintained by the Supplier in good condition at the Supplier's expense and shall be used only in filling orders from Buyer. Upon completion or termination of the PO, the Supplier shall deliver the special tooling to Buyer upon Buyer's request. In some cases, registration of assets specific to, and owned by, the Buyer in accordance with the Uniform Commercial Code will be required.
13. **INSURANCE.** Supplier represents that it has and will maintain such insurance as is customary in the industry and provide Buyer with evidence of such insurance upon request.
14. **SPECIFICATIONS AND CHANGE CONTROL.** Acceptance of this purchase order constitutes an agreement to produce the part exactly as specified. For parts/goods where the Buyer owns the design, it is the responsibility of the Buyer to provide specifications, drawings, and any other collateral needed to produce the part. Upon receipt of the PO, it is the responsibility of the Supplier to verify that the specifications, revisions, and document numbers listed on the PO match the Supplier's internal specifications for the part. If a discrepancy is found or clarification is needed, the Supplier must notify the Buyer immediately. Supplier may not make any changes to the part that impact form, fit, or function without obtaining prior written acceptance of those changes. Changes must be submitted to Buyer in writing at least 120 days prior to proposed implementation. Products changed without such advance notice and approval may be subject to rejection and may result in Supplier's disqualification to do future business with Buyer.
- All drawings, plans, designs, specifications, jigs, dies, fixtures, patterns and similar products which may be supplied by Buyer to Supplier pursuant to any inquiry for tenders or to this PO shall not be reproduced or disseminated to another party without written approval from the Buyer.
15. **CONFIDENTIALITY.** By accepting this PO, the Supplier agrees to maintain the confidentiality of the business relationship with the Buyer regarding specifications, use of product and dollar transactions. The use of the Power Test name in advertisements or any other method of promoting sales is strictly prohibited without prior written approval of Power Test's Director of Supply Chain.
16. **ASSIGNMENT.** Neither party may transfer or assign its rights or delegate its obligations to a third party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Any assignment in violation of this provision shall be null and void ab initio.
17. **FORCE MAJEURE.** Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control, such as acts of God, fire, theft, war, riot, embargoes, or acts of civil or military authorities. If Supplier's performance is to be delayed by such contingencies, Supplier shall notify Buyer in writing within twenty-four (24) hours of identifying the delay, and Buyer may either: (i) extend time of performance; or (ii) terminate all or part of the uncompleted portion of the PO at no cost to Buyer.

18. **GOVERNING LAW AND CONTRACT INTERPRETATION.** Any question concerning the validity, construction or performance of this Agreement shall be governed by the laws of the State of Wisconsin, USA, including the Uniform Commercial Code as enacted in Wisconsin. Buyer and Supplier consent to the jurisdiction of the courts of the State of Wisconsin. All official communication with Buyer will be in English. Documents may display the native language when integrated in parallel translation. To the extent that any translated version of this Agreement conflicts with the English version, the English version will be considered the official version.
19. **WAIVER.** The waiver of a breach and/or term of the agreement shall not constitute the waiver of any other breach or section of this agreement.
20. **SEVERABILITY.** If any provision of these Terms and Conditions is held by a competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.
21. **ENTIRE AGREEMENT.** These Terms and Conditions, together with its referenced attachments, and Buyer's PO, contain the entire Agreement between Buyer and Supplier and supersedes any and all prior agreements, understandings, or communications between the parties related to the subject matter of this agreement. No amendment or modification of these Terms and Conditions shall bind either party unless it is in writing and is signed by Buyer's authorized representative and an authorized representative of Supplier.