

Purchase Order

General Terms and Conditions

1. **Offer and Acceptance:** This Purchase Order includes and is expressly limited to these General Terms and Conditions and all specifications, drawings, data and additional or special terms and conditions contained herein, attached hereto or incorporated herein by reference (together “Specifications”). Any additional or different terms proposed by the Seller in any order acknowledgement form, invoice or other writing are rejected unless expressly agreed to in writing by Nolato GW, Inc. (“NGW”). This Purchase Order will be deemed accepted whenever Seller confirms such acceptance in writing or commences furnishing any of the Deliverables specified herein.
2. **Purchase Order Number:** NGW’s Purchase Order number must appear on all invoices, shipping documents, labels and all correspondence and other references thereto.
3. **Definitions:** The term “Deliverables” means all goods and services to be delivered or provided as specified in this Purchase Order, including by way of example only, all materials, goods, components, design services, molds, automation, manufacturing, installation, inspection, repair, maintenance, construction, testing and other labor and materials required to deliver and provide the Deliverables. The term “Loss” means every loss, liability, cost, damage and expense, including attorney’s fees and court costs.
4. **Time of Performance:** Performance of this Purchase Order at the date(s) specified for delivery of the Deliverables is an integral part hereof, time to be of the essence. Seller shall immediately notify NGW in writing of any circumstance, event or occurrence which Seller believes or has reason to believe may result in the inability of Seller to deliver the Deliverables on time. NGW, at its option, may accept delivery at an earlier or later date or dates, but such acceptance shall not be deemed to waive any right or remedy available to NGW under this Purchase Order. NGW shall have the right to take discounts on the basis of the date of delivery or the date of receipt of Seller’s invoice, whichever is the latter. If Seller fails to deliver any Deliverables on time, NGW may, in addition to its other rights and remedies, reject such Deliverables and/or terminate this Purchase Order in whole or in part, and purchase substitute Deliverables elsewhere and charge Seller with any Loss incurred.
5. **Delivery; Title; Risk of Loss; Transportation:** Deliverables shall be delivered to NGW, DAP at the NGW facility named in the Purchase Order (Incoterms 2010). Title to and all risks of loss or damage shall remain with Seller until receipt by NGW.
6. **Force Majeure:** In the event of fire, flood, strike, lockout, other labor disturbances, accident, war or any other cause whatsoever beyond the reasonable control of NGW which prevents or interferes with NGW’s acceptance or use of the Deliverables or the performance of any other obligation of NGW, NGW may defer such acceptance and/or performance without obligation or liability to Seller.

7. **Quantities; Installment; Count:** NGW shall have no obligation to accept or pay for any Deliverables delivered or provided by Seller in excess of that specified in this Purchase Order. NGW may return excess Deliverables to Seller, and Seller shall reimburse NGW for all costs or expenses incurred by NGW with respect thereto. If this Purchase Order provides for delivery in multiple installments, Seller's failure to deliver any installment on time shall constitute a breach. NGW's count of Deliverables shall be conclusive unless proven to have manifest error.
8. **Prices; Invoices:** The price for the Deliverables shall be as set forth on the face of this Purchase Order, and payment thereof shall be made in accordance with the applicable provisions of this Purchase Order, or if none are stated, upon the completion of all performance obligations of Seller pursuant hereto. All invoices rendered by Seller shall be in accordance with the instructions on the face of this Purchase Order, accompanied by the original bill of lading or express receipt. All invoices shall be in duplicate. Calculations of cash discounts or net payment periods will be made from the date an acceptable invoice is received by NGW. Seller warrants that such price is not higher than Seller's price to similar buyers for the same or similar Deliverables. If no price is specified, Seller shall deliver the Deliverables at the lowest of (a) Seller's then prevailing price to similar buyers, (b) the then prevailing market price at the date or dates of performance, or (c) Seller's last price to NGW for the same or similar Deliverables.
9. **Packaging:** All Deliverables shall be packed by Seller in suitable containers for protection in shipment and storage. Prices set forth in this Purchase Order include all charges for Seller's packing, loading, drayage, blocking, dunnage, and all packaging, containers, boxes, drums, barrels, shells, reels, cores and the like. Items of packaging will not be returned to Seller.
10. **Taxes; Duties:** All federal, state and local taxes, duties and customs fees are included in the price of the Deliverables stated in this Purchase Order, unless otherwise specified.
11. **Payment:** NGW's check or draft shall be accepted by Seller in payment under this Purchase Order without discounting for any reason. Payment will be in United States Dollars, unless otherwise specified.
12. **Warranty:** In addition to and without prejudice to all other warranties, expressed or implied by law, Seller warrants that all Deliverables (i) will conform to all Specifications, (ii) will be free from all defects in material and workmanship, (iii) will be fit for the purposes for which they are intended, and (iv) will comply with all applicable federal, state and local codes, ordinances, rules and regulations (including without limitation the Occupational Health and Safety Act of 1970, all applicable environmental laws, and all rules and regulations related to each). All warranties express or implied, shall survive inspection, acceptance and payment. In the event of Seller's breach of any such warranty, in addition to other rights and remedies available to NGW at law or in equity, NGW may return Deliverables for a full refund, or direct Seller to promptly correct the breach by repairing or replacing the applicable Deliverables. NGW reserves the right to repair, alter or modify, at Seller's cost, Deliverables which fail to conform with the terms, conditions and Specifications of this Purchase Order when the same can be done by NGW at a lesser cost than by returning the Deliverables to Seller. Seller warrants that

has and will convey to NGW good and marketable title to the Deliverables and that all Deliverables are and shall be free from any liens or claims of any other person or entity.

13. **Deliverables Performed on Site at NGW:** With respect to any Deliverables which are services to be performed on site any property owned or leased by NGW, then in addition to all other obligations of Seller herein, Seller shall (i) comply with all on-site rules and regulations of NGW, (ii) assume all risk of loss or damage to Seller's property located at or being used on or about such property, (iii) supervise, direct and perform the such services using its best skill and attention, (iv) coordinate its work with NGW in order to minimize any interference with the day to day operations of NGW, (v) remain solely responsible for the safety of Seller's employees, agents and subcontractors, and take such actions and exercise such precautions as shall minimize the risk of injury to any person or property, and (vi) obtain all permits and licenses necessary to lawfully perform such services.
14. **Acceptance; Inspection:** All Deliverables shall be subject to inspection and acceptance or rejection by NGW within a reasonable time after delivery. Payment for Deliverables shall not be deemed acceptance thereof. NGW may return to Seller, at Seller's expense, Deliverables which fails to meet any of the terms, conditions or Specifications of this Purchase Order. NGW shall also have the right of inspection, at its expense, at Seller's facility at any reasonable time. No such inspection shall be deemed or construed to be an acceptance of the Deliverables or NGW's right to inspect the same on delivery as provided above.
15. **Default; Breach; Negligence; Seller's Liability:** Seller shall indemnify and hold NGW harmless from and against each and every Loss, including incidental and consequential damages incurred or suffered by NGW which are or are claimed to be in any manner, directly or indirectly, in whole or in part caused, contributed to or occasioned by reason of Seller's default or breach of any representation, warranty, obligation or covenant of Seller contained in this Purchase Order, or Seller's performance or failure to perform hereunder, or its negligence whether active or passive, and without limiting its generality, the foregoing shall include injury to or death of any person or persons and damage to or loss of property. NGW shall have the right to cancel this Purchase Order without obligation or liability to Seller in the event of Seller's breach of any of the terms and conditions hereof or in the event of the institution of any proceedings by or against Seller, voluntary or involuntary, under bankruptcy or insolvency laws, or the appointment of a receiver or trustee or an assignee for the benefit of creditors.
16. **Changes; Cancellation:** NGW may at any time, upon notice to Seller, terminate or reduce this Purchase Order as regards all or any part of the work not then completed. Upon such notice being given, Seller shall cease work (including the manufacturing and/or procuring of materials for the fulfillment of this purchase order) in accordance with and to the extent specified in such notice. In such event, all work completed by Seller hereunder before the giving of such notice, shall be paid for on a percentage of completion basis (subject to acceptance by NGW in accordance with the provisions of this order as herein provided). In no case shall Seller be entitled to be reimbursed for any amount which, taken together with any amounts paid or due or becoming due to Seller

under this order, shall exceed the aggregate original purchase price of the Deliverables being purchased.

17. **Patents; Copyright; Title:** Seller warrants that the Deliverables being purchased do not infringe any United States or foreign letters patent, copyrights or other intellectual property right of any other person or entity, and Seller shall defend, indemnify, and hold harmless NGW from and against each and every Loss incurred or suffered by NGW which arise directly or indirectly out of or in connection with any allegation, claim or charge that any Deliverables furnished by Seller to NGW, or the use of the same constitutes an infringement of any patent or patent right, copyright, trademark or other proprietary right or interest of any other person or entity. In the event of any such allegation, claim or charge, NGW may also cancel this Purchase Order without obligation or liability to Seller.
18. **Drawings, Tools, Etc.:** All drawings, blueprints, computer aided design files, dies, molds, patterns, tools, spares, components and similar items furnished by NGW in connection with this Purchase Order shall remain NGW's property and shall be returned to NGW on completion of delivery of the Deliverables or upon NGW's earlier demand. Any of said items which are produced or furnished by Seller shall become NGW's property and delivered to NGW with the Deliverables. If this Purchase Order provides such items are not included in the price and are to remain Seller's property NGW shall have the option to purchase same at Seller's cost. Changes in said items due to NGW's change of design or Specifications shall be at GWP's expense. If Deliverables are manufactured or provided pursuant to drawings or blueprints furnished by NGW, all drawings, blueprints and computer aided design files shall be and remain NGW's proprietary property and Seller shall not furnish or use the same to or for the benefit of any third party.
19. **Confidentiality; Publicity:** The terms and conditions of this Purchase Order shall be kept confidential. Seller shall take all reasonable measures to insure that the contents hereof, including all Specifications, scientific or technical data, engineering, drawings, blueprints and like information and data identified by NGW as proprietary or trade secret information shall be kept confidential and not disclosed to anyone either within or without Seller's organization except on a strict need to know basis and shall not be used by Seller in any manner other than for the benefit of NGW. Seller shall not issue any publicity or advertising relating to this Purchase Order or the Deliverables being provided to NGW without NGW's prior written consent.
20. **Non-Discrimination in Employment:** Unless this Purchase Order is exempt in accordance with the rules and regulations issued under Executive Order No. 11246, 11375, 11625, 11701 and 11750, Seller shall comply with all of the non-discrimination/equal opportunity clause provisions set forth therein and with all amending or superseding orders, laws and regulations, the provisions of each being deemed by this reference to be expressly incorporated herein as though set forth in full.
21. **Non-waiver:** NGW's exercise or failure to exercise or enforce any right or remedy granted or provided by this Purchase Order or its acceptance of or payment for any

Deliverables shall not be deemed as or construed to be a waiver of any right or remedy it may have for Seller's then existing or subsequent default or breach of any representation, warranty, obligation or covenant applicable to this Purchase Order.

22. **Assignment:** Neither this Purchase Order in its entirety nor any rights or interest herein may be assigned or otherwise transferred by Seller without the written agreement of NGW. Any such attempted assignment or transfer shall be void.
23. **Law Governing:** This Purchase Order shall be governed by and construed in accordance with the laws of the State of Vermont. All disputes between NGW and Seller relating to the subject matter of this Purchase Order or the Deliverables shall be resolved exclusively in the Federal and state courts of Vermont, and Seller consents to the personal jurisdiction of such courts.
24. **Entire Agreement:** This Purchase Order constitutes the sole and entire agreement between NGW and Seller with respect to the subject matter hereof, and any prior or contemporaneous understandings or agreements, oral or written are merged herein. No subsequent changes or modifications of this Purchase Order are binding upon NGW unless accepted by it in writing. Seller expressly waives all provisions contained in correspondence, forms or other writings relating to the sale of the Deliverables covered by this Purchase Order which negate, limit, extend or conflict with the provisions thereof. In the event any term or provision hereof shall be deemed unenforceable, the remaining terms and conditions shall remain in effect to the fullest extent possible.
25. **Advance Manufacturing and Shipments:** Seller shall not manufacture NGW's goods in advance of Seller's normal lead time or deliver any goods in advance of NGW's designated delivery date without NGW's written consent. NGW reserves the right to return shipping as charge collect, all goods received in advance of NGW's designated delivery date on this purchase order.
26. **Insurance:** Seller shall maintain in full force and effect for no fewer than six (6) years following the acceptance of this Purchase Order, commercial general liability insurance with not less than a bodily injury and property damage limit of \$1,000,000 each claim or occurrence, a products/completed operations limit of \$1,000,000 aggregate, a personal & advertising injury limit of \$1,000,000 each person or organization and a general aggregate limit of \$2,000,000 (with NGW named as an additional insured on a primary basis without contribution by any other insurance maintained by NGW) in connection with Seller's operations and the Deliverables. Such insurance may be afforded through any combination of primary and excess liability policies. With respect to any Deliverables which are services to be performed on site at any property owned or leased by NGW, then in addition to above liability insurance obligations of Seller, Seller shall (i) include NGW as an additional insured for both ongoing and completed operations on the required commercial general liability insurance, (ii) maintain workers' compensation & employer's liability insurance affording statutory coverage complying with the law where such work is being performed and with employer's liability limits of not less than \$1,000,000 each accident and \$1,000,000 each employee for disease and \$1,000,000 policy limit for disease, (iii) where services to be performed involve the use of vehicles

licensed for road use, business auto liability insurance with a combined single limit for bodily injury and property damage of \$1,000,000 each accident applicable to owned, non-owned and hired autos. All required policies shall provide for no less than thirty days notice of cancellation (except 10 days for non-payment of premium) to NGW. With respect to any coverage provided on a claims-made basis, Seller, at its sole cost and expense, shall take all necessary steps to avoid any coverage gaps resulting from the advancement of any retroactive date or the termination of coverage at any time during the period such coverage is required. All insurance companies affording the required insurance coverages must be rated no less than "A-" in the most recent edition of AM Best's Key Rating Guide and have an AM Best Financial Size Category of not less than VII. Upon request, Seller shall promptly deliver to NGW certificates of insurance issued by the carrier(s) of such policies and reflecting NGW's status as an additional insured as required herein including a copy of the applicable additional insured endorsement or policy provision. In addition, Seller shall provide a similar certificate to NGW evidencing one or more insurance policies providing coverage against any loss or damage to the goods, or any portion thereof, prior to the delivery of same to NGW, and while such goods are in the care, use or possession of Seller, NGW is to also be named as a loss payee on such policy or policies as its interest may appear.

27. **Financial Responsibility:** Seller warrants that it has and will at all times maintain, and upon request by NGW, show that it has sufficient working capital and financial ability to perform and complete this Purchase Order. By accepting this Purchase Order in writing or commencing furnishing any of the Deliverables specified herein, Seller warrants to NGW that it is not insolvent within the meaning of the Federal Bankruptcy Laws and the laws of the states in which it conducts its business. In addition to any and all other rights and remedies which NGW may have pursuant to this Purchase Order or at common law, NGW reserves the right to terminate this Purchase Order without liability in respect of any undelivered goods or services if Seller shall (i) become insolvent or bankrupt, (ii) make any general assignment for the benefit of its creditors, (iii) if any trustee or receiver is appointed of any substantial part of Seller's assets or (iv) Seller shall be adjudicated a bankrupt.
28. **Notices:** Any and all notices required to be given hereunder shall be in writing and hand-delivered (including by courier), with an appropriate receipt thereof obtained, or sent by United States certified mail, return receipt requested, to the addresses of the respective parties set forth on the face hereof, or to such other address as either party may designate to the other by written notice for such purpose from time to time.
29. **Social Responsibility:** Seller's acceptance of a Purchase Order shall serve as acknowledgment of NGW's commitment to corporate social responsibility within its community and industry and that Seller agrees that Seller shall conduct its business in an ethical and lawful manner, including but not limited to complying with laws regarding the trafficking and enslavement of human beings.
30. **Conflict Minerals Compliance:** By accepting this Purchase Order in writing or commencing furnishing any of the Deliverables specified herein, Seller warrants that all Deliverables comply with all applicable laws related to Conflict Minerals (as hereinafter

defined), including, without limitation, Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, as it may be amended from time to time, and any regulations, rules, decisions or orders relating thereto (collectively, the “Conflict Minerals Regulations”), and has implemented processes to ensure compliance with the Conflict Minerals Regulations. Seller shall promptly comply with all requests by NGW to provide documentation and assurances with respect to its compliance with the Conflict Minerals Regulations. For purposes of this paragraph, the term “Conflict Minerals” includes all materials defined in or listed as such in the Conflict Minerals Regulations (including tin, tantalum, tungsten and gold) and any related derivatives, and any other mineral or derivatives that may later be determined to be financing conflict in the Democratic Republic of the Congo or any adjoining country.