



TERMS AND CONDITIONS OF PURCHASE

WINDY CITY WIRE

1. CONTROLLING PROVISIONS; ACCEPTANCE; ORDER OF PRECEDENCE

Windy City Wire, Cable & Technology Products, LLC, or its applicable affiliate identified on the purchase order or other commercial document issued by Windy City Wire, Cable & Technology Products, LLC, (collectively, "Buyer") offers to purchase the goods, materials, components, products, deliverables and/or services described in such document (collectively, the "Products") from the seller, supplier, contractor or service provider to whom the order is addressed ("Supplier"), solely on the terms and conditions set forth in Buyer's purchase order, these Terms and Conditions of Purchase, all applicable specifications, quality clauses, drawings, statements of work, written releases, flow-down requirements and other documents expressly incorporated by Buyer (collectively, the "Contract").

Supplier's acceptance is expressly limited to the Contract. Buyer rejects and shall not be bound by any additional, inconsistent or different terms proposed by Supplier in any quotation, acknowledgment, invoice, packing slip, online portal, click-through term, Supplier terms and conditions or other document, whether or not such terms materially alter the Contract and whether or not Supplier purports to condition its acceptance on Buyer's assent to such terms. No course of performance, course of dealing, trade usage, acceptance of Products or payment shall operate as acceptance of Supplier's terms.

Supplier accepts the Contract upon the earliest of: (a) signing or acknowledging the purchase order or these terms; (b) commencing work, manufacture, procurement, shipment or performance; (c) delivering any Products; (d) accepting payment; (e) failing to object in writing within ten (10) days after receipt; or (f) any other conduct constituting acceptance under applicable law.

This Contract is the final, complete and exclusive statement of the parties' agreement regarding the Products. Any modification must be in a writing signed by Buyer that expressly states an intent to modify the Contract. Buyer has no minimum purchase, requirements purchase or future purchase obligation unless expressly stated in a written agreement signed by Buyer. In the event of conflict, the following order of precedence applies: (1) the face of Buyer's purchase order or written change order; (2) applicable drawings, specifications, customer requirements and quality clauses; (3) these Terms and Conditions of Purchase; and (4) other documents expressly incorporated by Buyer.

2. GOVERNING LAW; FORUM; EQUITABLE RELIEF; SEVERABILITY; WAIVER

The Contract shall be governed by the internal laws of the State of Illinois, without regard to conflicts of law principles, including the Uniform Commercial Code as adopted in Illinois except to the extent Buyer is given additional rights under this Contract. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

Any action arising from or relating to the Contract shall be brought exclusively in a state or federal court located in Illinois, and Supplier irrevocably consents to such jurisdiction and venue. Buyer may seek temporary, preliminary or permanent injunctive relief and specific performance for actual or threatened breach involving Confidential Information, Intellectual Property Rights, tooling, Buyer property, supply interruption, customer commitments, export-controlled information or other matters for which monetary damages would be inadequate.

If any provision is invalid or unenforceable, the remaining provisions remain in full force, and the invalid provision shall be enforced to the maximum extent permitted by law. A waiver of any breach is not a waiver of any other or later breach. Buyer may correct clerical, typographical or similar errors in any purchase document.

3. DELIVERY; PACKAGING; SHIPPING DOCUMENTS

Time and quantity are of the essence. Unless Buyer specifies otherwise, Products shipped from within the United States shall be delivered F.O.B. Buyer's designated facility, and Products shipped from outside the United States shall be delivered DDP Buyer's designated facility under Incoterms 2020, with title and risk of loss transferring only upon delivery and acceptance at Buyer's facility.

Supplier shall pack, mark, label, preserve and ship Products in accordance with applicable law, carrier requirements, Buyer's specifications, customer requirements and good commercial practice to prevent damage, deterioration, contamination, commingling, substitution, electrostatic discharge, foreign object debris or loss. Products shall be delivered in sealed containers

unless Buyer authorizes otherwise in writing. No charge for packing, crating, handling, storage, freight, insurance, drayage or similar items is allowed unless expressly authorized by Buyer in writing.

Each shipment must include all documents Buyer requires, including packing slips, Buyer purchase order number, line item numbers, sufficient Product identification, quantities, manufacturing lot or batch numbers, certificates of conformance, certificates of analysis, test reports, bills of lading, safety data sheets, export/import documentation, country-of-origin information and any other required delivery or quality records. Buyer's count and records control for shipments not accompanied by complete documents.

Buyer may from time to time change delivery schedules or routing. Forecasts are estimates only and are nonbinding unless expressly identified by Buyer as a binding written release. Supplier shall not produce, procure material for or ship Products except to the extent authorized by Buyer's purchase order or written release. Products delivered early, late or in excess of ordered quantities may be rejected, held at Supplier's risk, returned at Supplier's expense or accepted by Buyer without waiver. Buyer may expedite shipment, obtain substitute products or cancel all or part of the order, and Supplier shall reimburse Buyer for resulting costs and damages.

4. TITLE; RISK OF LOSS; WARRANTY OF TITLE

Title to and risk of loss of Products remain with Supplier until Products are delivered to Buyer's designated destination and accepted by Buyer. Supplier warrants that all Products and services are transferred with good and marketable title, free and clear of all liens, claims, restrictions, security interests and encumbrances.

5. PRICE; PAYMENT; TAXES; SETOFF; MOST-FAVORED PRICING

If a price is not stated in Buyer's purchase order, the Products shall be billed at the lower of the last price quoted to Buyer, the last price charged to Buyer or the prevailing market price. Supplier shall not increase prices, impose surcharges or add fees without Buyer's prior written consent. Prices are inclusive of all taxes, duties, tariffs, freight, packaging, insurance, handling and other charges unless Buyer's purchase order expressly states otherwise.

Buyer shall pay undisputed invoiced amounts within sixty (60) days after Buyer's receipt of both a correct invoice and the Products, or such other payment terms as Buyer states in writing. Buyer's payment obligation is conditioned on receipt of all required delivery, quality and compliance documents. Buyer may withhold disputed amounts and may set off or recoup any amounts Supplier or its affiliates owe Buyer or Buyer's affiliates against any amounts Buyer owes Supplier or Supplier's affiliates.

Supplier represents that the prices charged to Buyer are and will remain no less favorable than those charged by Supplier to any other external customer for similar products or services in similar volumes and circumstances. If Supplier offers or charges a lower price, more favorable discount or better commercial term to another customer, Supplier shall promptly notify Buyer and apply the more favorable term to Buyer retroactively to the date first offered to the other customer.

6. INSPECTION; ACCEPTANCE; DROP SHIPMENTS

All Products are subject to Buyer's inspection, testing and approval after delivery, regardless of prior payment, prior inspection, source inspection or shipment. Buyer has no obligation to inspect and may reject Products that are defective, nonconforming, counterfeit, suspect counterfeit, late, incomplete, improperly documented, improperly packaged or otherwise not in compliance with the Contract.

Upon rejection, Buyer may, without limiting other rights or remedies: (a) rescind the order in whole or part; (b) accept the Products at a reduced price; (c) require prompt repair or replacement at Supplier's expense; (d) return or hold Products at Supplier's risk and expense; (e) purchase substitute products and charge Supplier all cover costs and damages; or (f) terminate the Contract for cause. Inspection, acceptance, payment or use of Products does not waive Buyer's rights or Supplier's obligations.

If Products are shipped directly to Buyer's customer or another third party, Supplier acts as Buyer's authorized delegate for required pre-shipment inspection. Supplier shall inspect all Products before shipment, confirm in writing that purchase order requirements have been met, provide required documentation to Buyer and cooperate with Buyer regarding any customer claim, rejection or corrective action.

7. WARRANTY

Supplier warrants to Buyer, Buyer's affiliates, Buyer's customers and the ultimate users that all Products and services: (a) are new, authentic and not used, refurbished or reconditioned; (b) are free from defects in design, materials, workmanship and packaging; (c) conform to all specifications, drawings, samples, descriptions, standards, quality clauses, customer requirements and representations; (d) are merchantable, safe, of good material and workmanship and fit for Buyer's intended and particular purposes; (e) comply with all applicable laws and regulatory requirements; (f) are properly labeled, packaged and accompanied by adequate warnings, instructions and safety information; (g) do not infringe, misappropriate or violate any intellectual property, proprietary or privacy right; and (h) will remain free from nonconformity for the longer of the applicable shelf life, manufacturer's warranty, period represented by Supplier or period provided by law.

Supplier acknowledges that it knows or has reason to know Buyer's intended use and any customer or regulatory requirements communicated to Supplier. Buyer's approval of drawings, samples, specifications or processes does not relieve Supplier of warranty obligations. The statute of limitations for warranty and latent defect claims runs from Buyer's discovery of the nonconformity. Replacement, repaired or reworked Products are warranted on the same terms as the original Products and for a new warranty period.

8. QUALITY MANAGEMENT SYSTEM; PRODUCT SAFETY; PERSONNEL QUALIFICATION

Supplier shall implement, maintain and comply with a quality management system acceptable to Buyer and, unless Buyer states otherwise, compliant with AS9100 and/or ISO 9001 as applicable to the Products. Supplier shall maintain processes adequate to detect, prevent and correct nonconforming Products, counterfeit parts, suspect counterfeit parts, foreign object debris, process drift, unauthorized substitutions and documentation errors.

Supplier shall ensure that personnel performing work affecting Products are suitable, qualified and competent for their assigned duties and, when required by Buyer's purchase order or applicable specification, qualified or certified to specific processes. Supplier shall ensure these personnel understand their contribution to product or service conformity, product safety and ethical behavior.

When statistical techniques are required or appropriate for Product acceptance, process control or customer requirements, Supplier shall establish, use, document and flow down those techniques and related acceptance instructions to its supply chain.

9. CHANGES; MODIFICATION; SUBSTITUTIONS

Supplier shall not change Product design, specifications, materials, composition, manufacturing process, tooling, test method, inspection method, manufacturing location, source of supply, sub-tier supplier, ownership, company name, address, quality system status or key personnel affecting performance without Buyer's prior written notice and, where required by Buyer, Buyer's prior written approval.

Buyer may issue written changes to drawings, specifications, quantities, delivery schedules, shipping instructions or other Contract requirements. If a Buyer-directed change affects price or schedule, Supplier must submit a detailed written adjustment claim within thirty (30) days after notice of the change, supported by documentation acceptable to Buyer, or the claim is waived. Supplier shall continue performance during any change or adjustment process. No substitutions are permitted without Buyer's prior written authorization.

10. NOTIFICATIONS; DELAYS; OBSOLESCENCE; SDS

Supplier shall immediately notify Buyer in writing of any actual or potential delay, Product shortage, quality issue, nonconformity, suspected nonconformity, counterfeit or suspect counterfeit part, safety concern, cybersecurity incident affecting Buyer information, export/import issue, regulatory noncompliance or other event that may affect Supplier's performance or Buyer's obligations to its customers.

Supplier shall provide at least six (6) months' prior written notice of any planned or potential obsolescence, discontinuation, allocation, shortage, unavailability, material change, formulation change or end-of-life event affecting Products. Supplier shall cooperate with Buyer on last-time buys, alternative sourcing, qualification support and continuity planning. Supplier shall promptly provide updated safety data sheets, hazard information and regulatory compliance documentation whenever changed or requested by Buyer.

Supplier must provide at least sixty (60) days' prior written notice of any requested price change. No price change is effective unless Buyer agrees in writing.

11. NONCONFORMING PRODUCTS; CORRECTIVE ACTION

Supplier shall control nonconforming Products to prevent unintended use, shipment or delivery. Supplier shall not ship, rework, repair, use-as-is, scrap, substitute, regrade or otherwise dispose of nonconforming Products without Buyer's prior written approval where Buyer approval is required or where Products have been delivered or are intended for Buyer.

If Supplier becomes aware that nonconforming Products have been shipped, delivered, incorporated, or placed at risk of delivery to Buyer or Buyer's customer, Supplier shall immediately notify Buyer in writing. Supplier's notice must identify affected purchase orders, part numbers, lots, batches, quantities, dates, root cause, containment actions, affected customers or shipments, risk assessment and proposed corrective action.

Supplier shall document, investigate and correct all nonconformities. Investigations shall include root cause analysis, scope and impact assessment, containment, corrective and preventive action, verification of effectiveness and retention of resulting records. Supplier shall respond to Buyer's supplier corrective action request within the time specified by Buyer. Buyer may remove Supplier from the approved supplier list or suspend new orders if Supplier fails to meet quality, delivery or corrective action expectations.

12. TRACEABILITY; CERTIFICATES; TEST REPORTS; RECORD RETENTION

All Products, materials and applicable documents must be identified by manufacturing lot, batch, serial number, date code or other traceability identifier sufficient to trace Products to constituent materials, manufacturing records, inspections, tests, processes, sub-tier suppliers and shipment records. Supplier shall maintain traceability through its supply chain.

Supplier shall provide certificates of conformance, certificates of analysis, test reports, inspection records, material certifications, process certifications, source inspection records, ITAR/export certifications and other documentation when required by Buyer's purchase order, specification, customer requirement or applicable law.

Supplier shall retain all records relating to Products, including material, manufacturing process, special process, inspection, test, traceability, quality, compliance, export/import, environmental, corrective action and disposition records, for at least ten (10) years after completion of the applicable purchase order, or longer if required by Buyer, Buyer's customer, applicable law or regulatory authority. Supplier shall not destroy records relating to Buyer purchases without first providing Buyer written notice and an opportunity to take possession of the records. If Supplier cannot maintain required records, Supplier shall contact Buyer before records are transferred, destroyed or made unavailable.

13. RIGHT OF ACCESS; AUDIT

Buyer, Buyer's affiliates, Buyer's customers, their customers and any applicable regulatory or governmental authority have the right, upon reasonable notice or as required by law or customer requirement, to enter Supplier's and sub-tier suppliers' facilities and access relevant personnel, books, records, systems, manufacturing areas, inspection areas, test locations, storage areas and Products to inspect, test, audit or verify compliance with the Contract.

Supplier shall flow down this right of access to all sub-tier suppliers. Supplier and its sub-tier suppliers shall promptly provide copies of relevant agreements, technical records, inspection records, quality records and compliance evidence upon Buyer's request, excluding only Supplier's financial records unless such records are necessary to verify charges, termination claims or other amounts payable by Buyer. Buyer may audit invoices and performance for up to two (2) years after completion of a purchase order or longer where required by law, customer requirement or Contract records retention obligations.

14. FLOW DOWN; SUBCONTRACTING; ASSIGNMENT

Supplier shall flow down to its sub-tier suppliers all applicable purchase order requirements, quality clauses, specifications, customer requirements, regulatory requirements, product safety requirements, ethical behavior obligations, access rights, counterfeit prevention requirements, confidentiality obligations and record retention requirements necessary to ensure compliance with the Contract.

Supplier shall not assign, delegate or subcontract any material right or obligation under the Contract without Buyer's prior written consent, which Buyer may withhold in its sole discretion. Any permitted assignment or subcontracting does not relieve Supplier of responsibility for full performance. Any payment to an assignee is subject to setoff, recoupment and other defenses Buyer may have.

15. COMPLIANCE WITH LAWS; EXPORT/IMPORT; GOVERNMENT CONTRACTS

Supplier represents, warrants and covenants that it has complied and will comply with all applicable federal, state, local and foreign laws, rules, regulations, orders and ordinances in performing the Contract and producing, storing, pricing, labeling, packaging, transporting, importing, exporting, re-exporting, selling and delivering Products.

Without limitation, Supplier shall comply, to the extent applicable, with laws and requirements relating to labor and employment, wages and hours, occupational health and safety, anti-discrimination, affirmative action, environmental protection, product safety, anti-corruption, anti-bribery, anti-money laundering, anti-boycott, sanctions, customs, import, export, re-export, data security and government contracting. This includes, where applicable, the Fair Labor Standards Act, Walsh-Healey Public Contracts Act, Contract Work Hours and Safety Standards Act, Occupational Safety and Health Act, Federal Acquisition Regulation, Defense Federal Acquisition Regulation Supplement, U.S. Foreign Corrupt Practices Act, U.S. anti-boycott laws, Export Administration Regulations, International Traffic in Arms Regulations and customs/import laws.

When required by Buyer's purchase order, ITAR or other export controls shall be applied. Supplier shall not transfer, export, re-export, disclose or provide access to export-controlled technical data, technology, software, defense articles or other controlled items except as authorized by applicable law and Buyer's written instructions. Supplier shall promptly notify Buyer if Supplier knows or has reason to believe that an import, export, re-export, sanctions or customs violation has occurred or is likely to occur. Supplier shall provide freight forwarder, customs, origin, classification, license and export/import records promptly upon Buyer's request.

If a purchase order is issued under or in support of a government contract, or if Buyer identifies a government contract number or flow-down requirement, Supplier shall comply with all applicable FAR, DFARS and customer flow-down provisions identified by Buyer or reasonably necessary for Buyer's compliance.

16. COUNTERFEIT, FRAUDULENT AND SUSPECT PARTS

Buyer does not order and will not accept fraudulent, counterfeit or suspect counterfeit Products, parts, materials or components. Supplier represents and warrants that only new, authentic, conforming and authorized materials and components will be used in and delivered as Products, unless Buyer expressly approves otherwise in writing.

Supplier shall purchase components and materials only from original equipment manufacturers, original component manufacturers, authorized aftermarket manufacturers or authorized distributors, unless Buyer approves an alternate source in writing. Supplier shall maintain a documented counterfeit prevention system consistent with applicable industry standards, including personnel training, obsolescence management, supplier approval, trusted and non-trusted source controls, traceability, inspection, testing, quarantine, reporting and corrective action.

Supplier shall notify Buyer as soon as possible and in any event within seven (7) days after discovering any counterfeit, suspect counterfeit, fraudulent, misrepresented, unauthorized, used-as-new, altered, substituted, mismarked, misidentified or otherwise inauthentic Product or component delivered or acquired for Buyer's order, whether or not delivered to Buyer. Supplier is liable for the costs of such Products, investigation, testing, containment, removal, replacement, rework, corrective action, customer charges, recalls and related damages.

17. PRODUCT ENVIRONMENTAL AND REGULATORY REQUIREMENTS

Supplier represents and warrants that Products comply with all applicable product environmental, chemical, material content, safety and regulatory requirements and that Supplier will provide all information, certifications, declarations and evidence Buyer requests to demonstrate compliance.

Without limitation and where applicable, Supplier shall comply with RoHS, REACH, restrictions regarding ozone-depleting substances, radioactive material controls, specialty metals requirements including DFARS 252.225-7008, 252.225-7009 and 252.225-7010, mercury exclusion requirements, packaging and recycling laws, California Proposition 65, TSCA, PFAS laws and reporting requirements, and any successor or analogous requirements in jurisdictions where Products may be manufactured, sold, incorporated, distributed or used.

Supplier shall notify Buyer immediately if any Product contains or may contain a restricted, reportable, candidate, authorization, conflict, hazardous, radioactive, mercury, PFAS or otherwise regulated substance, or if any prior certification becomes inaccurate. Supplier shall cooperate in obtaining registrations, authorizations and customer or regulatory approvals necessary to prevent supply interruption and support Buyer's compliance obligations.

18. CONFLICT MINERALS; RESPONSIBLE SOURCING

Supplier warrants that Products do not contain conflict minerals, including tin, tantalum, tungsten, gold or their derivatives, sourced in a manner that finances armed conflict or violates applicable responsible sourcing laws. Supplier shall source any such minerals from validated smelters or refiners and shall timely provide completed Conflict Minerals Reporting Templates, extended minerals reports, country-of-origin information, due diligence records and other responsible sourcing documentation requested by Buyer.

19. CYBERSECURITY; DATA SECURITY

Supplier shall maintain administrative, technical and physical safeguards appropriate to the sensitivity of Buyer information and commensurate with the risk and consequences of unauthorized access, disclosure, loss, misuse, alteration or destruction. Supplier shall protect Buyer information, technical data, controlled unclassified information, export-controlled information and personal information from unauthorized access, disclosure, use, modification or loss.

Where applicable, Supplier shall comply with DFARS 252.204-7012, DFARS 252.239-7010, NIST SP 800-171, incident reporting obligations and any cybersecurity requirements stated by Buyer or Buyer's customer. Supplier shall promptly notify Buyer of any actual or suspected cybersecurity incident affecting Buyer information, Products, services or systems used to perform the Contract and shall cooperate with Buyer's investigation, mitigation, remediation and reporting obligations.

20. ETHICS AND COMPLIANCE PROGRAM

Supplier shall maintain an ethics and compliance program appropriate for its business and the nature of Products supplied to Buyer. Supplier shall perform the Contract with integrity and in accordance with applicable anti-corruption, anti-bribery, trade compliance, labor, human rights, safety and environmental standards. Supplier shall communicate these obligations to personnel and sub-tier suppliers involved in Buyer work and shall promptly report to Buyer any conduct that may violate law, the Contract or Buyer's compliance requirements.

21. BUYER PROPERTY; TOOLING; MATERIALS

All tooling, dies, molds, gauges, fixtures, equipment, drawings, specifications, materials, components, documents, samples, software, data and other property furnished by Buyer, paid for by Buyer or specifically identified as Buyer property (collectively,

"Buyer Property") remain Buyer's property. Supplier shall clearly identify, segregate, maintain and protect Buyer Property, use it only to perform Buyer's orders, keep it free of liens and encumbrances, and not move, modify, dispose of or use it for any third party without Buyer's prior written consent.

Supplier bears all risk of loss or damage to Buyer Property while in Supplier's possession or control and shall insure Buyer Property at replacement value. Upon Buyer's request or termination of the Contract, Supplier shall promptly return Buyer Property in good condition, ordinary wear excepted, or otherwise dispose of it as Buyer instructs.

22. CONFIDENTIALITY

All non-public information disclosed by or on behalf of Buyer or obtained by Supplier through performing the Contract, including information regarding Buyer's products, technology, inventions, designs, drawings, formulas, trade secrets, know-how, specifications, forecasts, customers, suppliers, pricing, financial information, business plans, strategies, operations and relationships, is Buyer's Confidential Information and remains Buyer's exclusive property.

Supplier shall use Confidential Information only to perform the Contract, restrict disclosure to personnel and approved sub-tier suppliers with a need to know and legally binding confidentiality obligations, protect Confidential Information with at least reasonable care and not less than the care used to protect Supplier's own confidential information, and not disclose Confidential Information to any third party without Buyer's prior written consent. Supplier is responsible for any unauthorized use or disclosure by its personnel or sub-tier suppliers.

Upon Buyer's request, Supplier shall promptly return or destroy Confidential Information and certify compliance, except to the extent retention is required by law or approved record retention obligations. Obligations regarding trade secrets survive for so long as the information remains a trade secret, and all other confidentiality obligations survive for at least five (5) years after disclosure or longer if required by law or written agreement.

23. INTELLECTUAL PROPERTY; BUYER MARKS

All Intellectual Property Rights of Buyer and Buyer's affiliates remain Buyer's sole property. "Intellectual Property Rights" include patents, copyrights, trademarks, trade names, trade dress, logos, designs, inventions, improvements, processes, know-how, trade secrets, software, data, technical information and all similar rights worldwide, whether registered or unregistered.

Supplier shall use Buyer's information, drawings, specifications, tooling, marks and other Intellectual Property Rights solely to manufacture and supply Products to Buyer and only as Buyer directs. Supplier shall not use Buyer's name, trademarks, trade names, logos or identifying marks, or refer to Buyer in advertising, marketing, customer lists, press releases or public statements, without Buyer's prior written consent. Any goods bearing Buyer's marks may be supplied only to Buyer or as Buyer directs.

24. PATENT AND INTELLECTUAL PROPERTY INDEMNIFICATION

Supplier shall defend, indemnify and hold harmless Buyer, Buyer's affiliates, directors, officers, employees, agents, successors, assigns, customers, distributors and users of Products from and against any claims, actions, damages, liabilities, losses, judgments, settlements, costs and expenses, including reasonable attorneys' fees, arising from actual or alleged infringement, misappropriation or violation of any patent, copyright, trademark, trade secret, design right, mask work, database right or other intellectual property or proprietary right by reason of the Products or their manufacture, sale, offer for sale, import, export, use or incorporation into Buyer's or its customers' products.

If any Product or use of any Product is or may be enjoined, Supplier shall, at Buyer's option and Supplier's expense, promptly: (a) procure for Buyer, Buyer's customers and users the right to continue using and selling the Products; (b) replace the Products with equivalent non-infringing products; (c) modify the Products so they become non-infringing while fully conforming to the Contract; or (d) remove the Products and refund all amounts paid, including transportation, installation, removal, cover and incidental costs.

25. INDEMNIFICATION; RECALLS; LIMITATION OF BUYER LIABILITY

Supplier shall release, defend, indemnify and hold harmless Buyer, Buyer's affiliates, customers, officers, directors, employees, agents, successors and assigns (collectively, "Buyer Parties") from and against all claims, demands, suits, liabilities, losses, damages, fines, penalties, settlements, judgments, costs and expenses, including attorneys' fees and incidental and consequential damages (collectively, "Damages"), arising out of or relating to: (a) Products; (b) any actual or alleged defect, nonconformity, contamination, counterfeit or suspect counterfeit part; (c) inadequate labeling, packaging, warnings, instructions or disclosures; (d) breach of the Contract or any warranty; (e) injury, death or property damage; (f) Supplier's negligence, willful misconduct or violation of law; (g) unfair competition, infringement or misuse of intellectual property; (h) recalls, field actions, customer campaigns or corrective actions; or (i) acts or omissions of Supplier's personnel or sub-tier suppliers.

Buyer may control or participate in any recall, customer communication, regulatory communication, litigation or proceeding involving Products, and Supplier shall cooperate fully and reimburse Buyer for all related costs. Buyer may be represented by counsel of its choice at Supplier's expense where Supplier's indemnity obligations apply.

In no event shall Buyer be liable to Supplier for consequential, incidental, special, indirect, exemplary, punitive or lost-profit damages arising from or relating to the Contract, any purchase order or the parties' relationship, regardless of theory of liability and even if Buyer has been advised of the possibility of such damages.

26. REMEDIES; COVER; CUMULATIVE RIGHTS

Buyer's rights and remedies are cumulative and in addition to all rights and remedies available at law, in equity, under the Uniform Commercial Code or otherwise. If Supplier breaches any warranty or Contract obligation, Supplier shall be liable for all Damages incurred by Buyer Parties, including purchase price, transportation, inspection, sorting, containment, replacement, cover, line-down, customer charges, lost profits, consequential and incidental damages, attorneys' fees and costs of corrective action. Buyer may cover by purchasing substitute products or services from third parties and charge Supplier for all resulting costs and damages.

27. FORCE MAJEURE

Buyer shall not be liable for any delay, default, suspension, cancellation or failure to perform caused by events beyond Buyer's reasonable control, including acts of God, governmental actions, war, terrorism, civil unrest, fire, flood, epidemics, pandemics, labor disputes, supply chain interruptions, freight embargoes, customer shutdowns, changes in law or court orders. During any such event, Buyer may suspend performance, reduce quantities, reschedule deliveries or cancel affected orders without liability. Supplier shall use commercially reasonable efforts to mitigate any force majeure event affecting Supplier and shall provide immediate written notice, a mitigation plan and regular updates.

28. TERMINATION FOR CAUSE

Buyer may terminate any purchase order or the Contract, in whole or in part and without liability, by written notice if Supplier: (a) breaches the Contract and fails to cure within ten (10) days after notice, or sooner if required by Buyer's customer, safety, quality or regulatory need; (b) fails to deliver conforming Products on time; (c) repudiates or threatens not to perform; (d) becomes insolvent, makes an assignment for the benefit of creditors, has a receiver or trustee appointed, files or has filed against it a bankruptcy proceeding, or experiences a material adverse change in financial condition; (e) fails to provide adequate assurances of performance; (f) violates law or compliance obligations; or (g) is removed from Buyer's approved supplier list. Buyer may complete performance by any means and Supplier shall reimburse Buyer for all additional costs and damages. Amounts otherwise due Supplier are subject to setoff for Buyer's damages.

29. TERMINATION OR SUSPENSION FOR BUYER'S CONVENIENCE

Buyer may terminate or suspend any purchase order or the Contract, in whole or in part, for Buyer's convenience at any time by written notice or other reasonable manner. Upon termination, Supplier shall immediately stop work as directed, cancel subcontracts and purchase commitments to the extent possible, protect work in process and Buyer Property, and follow Buyer's disposition instructions.

Supplier's sole remedy for termination for convenience is reimbursement of reasonable, documented and unavoidable costs incurred before termination for authorized work, less salvage value and amounts Supplier can mitigate, provided Supplier submits a detailed written claim within sixty (60) days after termination. Buyer may audit Supplier's claim. Supplier is not entitled to prospective profits, lost profits, unabsorbed overhead, consequential damages or damages due to termination, suspension or withdrawal of suspension.

30. ON-SITE SERVICES; INSURANCE; SAFETY

If Supplier performs services at any premises owned, leased, occupied by or under the control of Buyer or Buyer's customer, Supplier shall comply with all site rules, safety requirements, security requirements, environmental procedures and lawful instructions. Supplier shall ensure its personnel and subcontractors are properly trained, qualified, supervised and equipped.

Supplier shall maintain insurance with reputable carriers in amounts adequate to cover its obligations and, at minimum unless Buyer specifies higher amounts: workers' compensation in statutory amounts; employer's liability of at least \$1,000,000 per occurrence; commercial general liability, including contractual liability and products/completed operations, of at least \$1,000,000 per occurrence; automobile liability of at least \$1,000,000; and any professional, cyber, pollution, aviation, marine or other insurance appropriate to the Products or services. Upon request, Supplier shall provide certificates of insurance naming Buyer as additional insured where applicable and evidencing that required coverage is in force.

31. FOREIGN OBJECT DEBRIS; PRODUCT INTEGRITY

Supplier shall establish and maintain a foreign object debris/damage prevention program consistent with ISO, AS or other applicable quality standards and Buyer's requirements. Supplier shall ensure Products are processed, inspected, controlled, packaged and shipped to preserve Product integrity and safety, prevent contamination or FOD and comply with Buyer and customer requirements.

32. SURVIVAL

Any provision that by its nature should survive expiration, completion or termination of the Contract shall survive, including provisions relating to acceptance, governing law, payment adjustments, setoff, inspection, warranties, quality, nonconforming Products, traceability, records, right of access, compliance with laws, export/import, counterfeit parts, environmental and regulatory requirements, conflict minerals, cybersecurity, ethics, Buyer Property, confidentiality, intellectual property, indemnification, remedies, limitation of Buyer liability, insurance, flow down and survival.

33. NO THIRD-PARTY BENEFICIARIES

Except for Buyer Parties and Buyer's customers to the extent expressly protected by warranties, indemnities, access rights or flow-down requirements, the Contract is solely for the benefit of Buyer and Supplier and their permitted successors and assigns and does not confer any legal or equitable right, benefit or remedy on any other person or entity.