



Date: 09-MAY-2023

Conditions: Please note carefully the following conditions under which this order is placed and accepted by you:

GASTOPS STANDARD TERMS AND CONDITIONS OF PURCHASE

ENTIRE AGREEMENT AND ACCEPTANCE: Including any Supplemental Terms and Conditions (noted on the face of the order) these Terms and Conditions of Purchase (the "Purchase Order") constitutes the Buyer's offer to the Seller and shall become a binding agreement upon the terms and conditions stated herein; upon acceptance by Seller by any expression of acceptance; or commencement of performance, whichever occurs first.	DELIVERY AND TITLE: On-time delivery is a material condition of this Purchase Order. Failure of Seller to deliver in accordance with the agreed schedule on the face of the Purchase Order shall entitle Buyer to immediately terminate the Purchase Order. Title to and risk of loss shall be retained by Seller until receipt and acceptance of the Deliverables at the location specified on this Purchase Order.
DELIVERABLES: All goods, materials, products, software, intellectual property, drawings, personal property, personnel, services or items identified in this Purchase Order (the "Deliverables"), as applicable, shall be packaged for delivery to best commercial standards or as identified in this Purchase Order to secure the lowest transportation costs, without charge for packaging or storage unless otherwise agreed in writing by Buyer.	DELIVERY ACCEPTANCE: Deliverables under this Purchase Order are subject to inspection and acceptance by Buyer. Payment shall not constitute acceptance. Buyer reserves the right to refuse acceptance of Deliverables that are not delivered in accordance with the terms of this Purchase Order. Deliverables rejected by Buyer will be returned to Seller at Seller's risk and expense without prejudice to any other rights to which Buyer may be entitled.
CHANGES: Any changes to this Purchase Order must be authorized in writing by Buyer. Seller shall not substitute, replace, or add new or used raw materials or components in the Deliverables or change the specifications related to such Deliverables without first notifying Buyer in writing and receiving Buyer's written consent.	INDEMNITY: Seller shall at its expense indemnify and hold harmless Buyer from any and all loss, damages or liability resulting from any claim of infringement, violation of any other intellectual, proprietary, or industrial rights, or from all liability or loss, damage or injury to persons or property in connection with the performance of this Purchase Order or with respect to any of the Deliverables.
COMPLIANCE WITH LAWS: The Seller shall comply and shall cause each Seller related party involved in the sale of Deliverables to the Buyer to comply with all applicable laws in each jurisdiction relating to the sale of the Deliverables, including any applicable rules and regulations related to ethical and responsible standards dealing with human rights (including human trafficking and slavery, employment standards, and conflict mineral sourcing), environmental protection, sustainable development, as well as applicable anti-bribery laws.	INTELLECTUAL PROPERTY: All plans, drawings, specifications and information furnished to the Seller by the Buyer, and any information derived therefrom shall remain the property of Buyer and shall be returned to Buyer immediately upon request. To the extent that any Deliverables contain any intellectual property of Seller, Seller hereby grants to the Buyer a worldwide, royalty-free, non-exclusive, perpetual license to use, copy, modify and distribute such intellectual property as part of the Deliverables. Seller agrees to provide to Buyer all assistance reasonably requested by Buyer to perfect the rights described herein.
CONFIDENTIALITY: Seller shall not disclose to any third party or use any of Buyer's confidential information or other material intended for use in connection with this Purchase Order without Buyer's prior written consent. All plans, drawings, specifications and information furnished to the Seller by the Buyer, and any information derived therefrom shall remain the property of the Buyer and shall be returned to Buyer immediately upon request.	PROCESS CONTROL: Without express prior written approval from the Buyer, the Seller shall not make any changes in design, manufacturing or assembly processes, source of supply or location of supply after approval of the first article or first production test item or after acceptance of the first manufactured item.
COUNTERFEIT PARTS: (a) For purposes of this clause, the term "Parts" are those components or materials that are the lowest level of separately identifiable items (e.g., articles, components, or piece parts). The term "Counterfeit Part" means a Part that: 1) is or contains items misrepresented as having been designed, produced and/or tested under an approved system; 2) is an item altered to resemble a product without authority or right to do so, or is an imitation of another product, with the intent to mislead or defraud by presenting the imitation as original or genuine; 3) is an approved Part that has reached a design life limit or has been damaged beyond possible repair, but is altered and misrepresented as acceptable; or 4) is a used, refurbished, sample, or reclaimed item passed off as a new one. (b) Seller shall not deliver Counterfeit Parts to Buyer. Seller shall, at its expense, promptly replace any delivered Counterfeit Part with a genuine Part conforming to the requirements of this Purchase Order. Notwithstanding any other provision herein, Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Parts, including without limitation costs borne by Buyer, its customer or subcontractor associated with removing Counterfeit Parts, of reinserting replacement Parts and of any testing necessitated by the need to identify the Counterfeit Parts and the reinstallation of Parts. The remedies contained in this clause are in addition to any remedies Buyer may have at law, equity or under other provisions of this Purchase Order.	PRICES AND PAYMENT: The price(s) on the Purchase Order is/are complete and no additional surcharges or taxes may be added by Seller. Invoices that identify the Buyer's Purchase Order number shall be paid net days from invoice receipt as indicated on the face of the Purchase Order subject to Deliverables being received and accepted by Buyer. TERMINATION: Subject to reasonable cost incurred that shall in no event exceed the value of this Purchase Order, at any time, the Buyer, at its option may terminate this Purchase Order by written notice, in whole or in part, for the Buyer's convenience. If termination is caused by Seller's breach of any condition of this Purchase Order, Seller shall not be entitled to any costs, and Buyer shall be entitled to all remedies as provided by law. WARRANTY: Unless otherwise provided for on the face of the Purchase Order, Seller warrants that for a period no less than the Seller's standard warranty period, that: (a) the Deliverables conform to Seller's published specifications and information or applicable literature; (b) the Deliverables shall be new and free from defects in design, material, workmanship, and fabrication. Seller warrants that any service work "Services" performed by Seller will be performed in a professional and workmanlike manner consistent with generally accepted industry standards.