

# General Terms and Conditions of Order

The following terms and conditions shall apply to all sales agreements between Met-L-Flo, Inc. ("Buyer") and the Seller, (as indicated on the written order confirmation) such sales agreement hereinafter referred to as the "Agreement". These terms and conditions shall apply to Seller's sale to Buyer of the goods described in the Agreement (the "Product(s)").

**1. Applicability.** BUYER'S ACCEPTANCE OF PRODUCT(S) (IN WHOLE OR IN PART), BUYER'S SIGNATURE, SELLER'S COMMENCEMENT OF PERFORMANCE HEREUNDER, OR BUYER'S FAILURE TO PROVIDE WRITTEN NOTICE OF OBJECTION SHALL CONSTITUTE BUYER'S ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS HEREIN; INCLUDING SELLER'S LIMITATIONS OF WARRANTY AND LIABILITY, AND BUYER'S ASSUMPTION OF RISK, REGARDLESS OF ANY CONTRARY STATEMENTS OR REPRESENTATIONS NOT CONTAINED HEREIN.

**2. Entire Agreement.** Unless explicitly agreed otherwise, this Agreement shall constitute the entire agreement between the parties. BUYER HEREBY EXPRESSLY REJECTS AND REFUSES ANY GENERAL OR SPECIFIC PURCHASE CONDITIONS OR ANY ADDITIONAL OR INCONSISTENT TERMS OR CONDITIONS OFFERED BY SELLER AT ANY TIME AND IRRESPECTIVE OF SELLER'S ACCEPTANCE OF PAYMENT, DELIVERY OF PRODUCT, PERFORMANCE HEREUNDER, OR RECEIPT OR ACKNOWLEDGMENT OF RECEIPT OF ANY SUCH CONDITIONS. No change or addition to, or modification of, this Agreement, or the General Conditions of Sale shall be binding upon Buyer unless signed by an authorized representative of Buyer.

**3. Delivery.** Delivery shall be made at such places or places as Buyer may specify, in accordance with the shipping instructions as to manner of shipment, carriers, routing, prepayment of freight, and other matters established by Buyer in this purchase Order or in subsequent notices to Seller. TIME IS OF THE ESSENCE in fulfillment of this Purchase Order. Seller shall keep Buyer fully informed of progress under this Purchase Order and promptly notify Buyer whenever there is doubt that delivery will be met on schedule. If by reason of Seller's progress under this Purchase Order or otherwise, there is reasonable expectation that delivery schedules will not be met, Buyer may, at its option: (a) without liability, cancel Buyer's obligation under this Purchase Order as to the Goods which have not been delivered, and purchase substitute products elsewhere, with the Seller to pay an excess cost and expense incurred in connection therewith; or (b) require rush delivery of Goods at Seller's expense. If the Goods are delivered in advance of the delivery schedule, Buyer may at its option, (A) return Goods at Seller's expense for redelivery at the proper times, (B) withhold payment for the Goods until such time as payment would have become due had the delivery been made at the time provided for in this Purchase Order, or (C) place Goods in storage at Seller's expense and for Seller's account until the time provided for delivery. Unless otherwise specified by Buyer in writing, all Goods shall be shipped FOB Destination (Buyer's specified location), Freight Prepaid and Allowed, and Seller shall arrange for shipping and insurance and shall bear the risk of loss until delivery at such location.

**4. Prices, Taxes and Levies.** If Buyer discovers Seller is selling product on the open market at a price less than Buyer's price Buyer has the right to request and receive financial compensation equal to the difference.

**5. Sub-Contracted Work.** Seller is required to provide all sub-tier suppliers the applicable requirements in the purchasing documents, including key characteristics where required. If applicable, Seller must include a Certificate of Conformance and/or Certificate of Analysis with each lot received by Buyer.

- a. In the event D6- 56202 is applicable please access the full specification by clicking [here](#).
- b. In the event D6- 51991 is applicable please access full specification by clicking [here](#).

**6. Export Control.** The following clause will be included in all procurement contracts, and may be included in Other Transactions as deemed appropriate:

- (a) Definition. "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes:
  - 1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120.
  - 2) "Items," defined in the EAR as "commodities," "software," and "technology," terms that are also defined in the EAR, 15 CFR 772.1.
- (b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.
- (c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.
- (d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—
  - (1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);
  - (2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);
  - (3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);
  - (4) The Export Administration Regulations (15 CFR Parts 730-774);
  - (5) The International Traffic in Arms Regulations (22 CFR Parts 120-130);
  - (6) Executive Order 13222, as extended;
- (e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts

**7. Changes in Product.** Seller must notify Buyer of all changes in product and or processes and, where required, obtain approval from Buyer.

**8. Right of Access/Entry.** Buyer, their customer(s) and regulatory authorities retain the right to access all facilities, processes and records pertaining to order for a period not less than 7 years or more if otherwise specified. When buyer or its customer intends to perform verification at the supplier's premises, buyer will state the intended verification arrangements and method of product release in the purchasing documentation. Omission of said arrangements does not negate right of access/entry option. The Buyer, their customer(s) and regulatory authorities retain the right to review all QMS and related documents.

**9. Record Retention.** Supplier is obligated to retain all permanent records for a period of not less than 7 years or more if otherwise specified.

**10. Product Returns and Seller's Liability.** All Products shall be free of defects and non-conformance. Any product deemed not in conformance may be returned to Seller at Seller's expense. Seller shall include Material Certifications with each material lot received by Buyer if applicable. Seller may be required to submit first article of inspection report based upon agreed inspection criteria. Seller shall notify Buyer of all nonconforming product(s) for disposition. Seller shall make arrangements for Buyer's approval of supplier nonconforming product. In the event that nonconforming product has already shipped or been delivered to Buyer or Buyer's customer at the time nonconformance is discovered by Seller or Seller's suppliers, Seller will notify Buyer, in writing, within 24 hours of discovery of nonconformance. At no time shall Buyer be liable for Cancellations or restocking charges or fees.

**11. Patents.** The purchase of Products shall not, by implication or otherwise convey any license under any patent relating to the Products or compositions thereof.

**12. Applicable Law/Jurisdiction.** *The parties acknowledge that this agreement shall be deemed (i) to have been made and entered into in, and (ii) to be performed, in whole or in part in a state of the United States of America. The parties therefore stipulate and agree that (i) this Agreement shall be governed by and construed according to the laws of the United States of America; (ii) any action related to or arising from this agreement may be brought only in a local, state or federal court located within the a State of the Union, and the parties each consent to the jurisdiction of any local, state or federal court located in the United States of America and waive any objection to such jurisdiction over any action related to or arising from this Agreement.*

**13. Severability.** These terms and conditions shall be deemed separable; and if any portion thereof is held to be invalid for any reason, the remainder shall not be deemed invalid but shall remain in full force and effect.

**14. Assignment.** Neither party may assign or otherwise transfer this Agreement or assign any of its rights or delegate any of its obligations hereunder, without the prior written consent of the other party, and any attempted or purported assignment by either party without such consent shall be null and void. Notwithstanding the foregoing, however, Seller may assign all of its rights and delegate all of its obligations hereunder, (i) to any parent, subsidiary or affiliated entity of Seller, or (ii) in connection with a merger, acquisition or sale of all or substantially all of its assets, without the consent of Buyer.

**15. Confidentiality.** Seller shall not: (i) analyze, examine, reverse engineer, perform any qualitative or quantitative analysis, or in any other manner seek to discover the contents, composition or make-up of any of the Products (ii) reveal to any third party, any of the specifications or characteristics of the Products; or (iii) communicate any specifications or characteristics of the Products as being specifications or characteristics of any products, materials or work, performed, sold or furnished by Buyer unless otherwise specifically stated in writing.

**16. Tools and tooling.** Any tools or tooling that remain in Seller's possession will be stored and maintained in accordance with standardly accepted practices as would be applied to as any of Seller's products. Should Seller choose not to retain and maintenance tools or tooling Seller will return all materials and tooling to Buyer.