



TERMS AND CONDITIONS OF PURCHASE

1. **GENERAL:** These terms and conditions apply to the purchase of all goods and/or services by: (i) L.N.S. America, Inc.; (ii) LNS Turbo, Inc.; and /or (iii) LNS Chipblaster, Inc. (together or individually as applicable, the "Buyer"). In addition, these terms and conditions shall be the complete and exclusive terms and conditions with respect to the subject matter hereof applicable to any agreement between Buyer and any seller ("Seller") with respect to the purchase of any goods or services ("Products") by Buyer from Seller (this "Agreement"). Buyer shall not be bound by any other terms or conditions unless expressly agreed to in writing by Buyer. In the absence of written acceptance of these terms and conditions by Seller, either Seller's commencement of work on the Products under this agreement or shipment of such Products, whichever occurs first, shall constitute Seller's acceptance of these terms and conditions. Any proposal for different or additional terms by Seller shall be deemed material alterations and are null and void and superseded by these terms and conditions. Buyer shall have the right to revise these terms and conditions from time to time; provided, however, that such revised terms and conditions shall apply only to purchases occurring after the date hereof.
2. **PRICE:** Buyer shall not be billed at prices higher than those stated on this Agreement or on any purchase order between Buyer and Seller. Unless otherwise specified, the price stated includes all charges for containers, packing, hauling, storage, and transportation to point of delivery and no other charges will be allowed. Seller will pay all delivery charges in excess of any delivery charge Buyer has agreed to pay. The price stated includes all taxes except state or local sales or use taxes or similar taxes which Seller is required by law to collect from Buyer. Such taxes, if any, shall be separately stated in Seller's invoice and paid by Buyer unless an exemption is available. Seller warrants that the prices for the Products are not less favorable than those currently extended to any other customer for the same or similar Products in similar quantities. Seller agrees that any price reduction made by Seller with respect to the Products subsequent to its placement but prior to payment will be applicable to the Products.
3. **CHANGES:** Buyer reserves the right at any time to make written changes, or cause Seller to make changes, to drawings and specifications of the Products, including method of shipment or packing, and time, place and manner of delivery. If any such change causes an increase or decrease in the cost or time required for performance, an equitable adjustment shall be made in the price or delivery schedule, or both. Any claim by Seller for adjustment under this clause must be approved by Buyer in writing before Seller proceeds with such change. Price increases shall not be binding on Buyer unless evidenced by a revision signed by Buyer.
4. **DELIVERY:** Time is of the essence, and if delivery of goods is not made in the quantities and at the time specified, Buyer reserves the right, without liability, and in addition to its other rights and remedies, to direct expedited routing of the Products (the difference in cost between the expedited routing and the normal routing costs shall be paid by Seller); or terminate the Agreement by notice effective when received by Seller as to stated Products not yet shipped, and to purchase substitute Products elsewhere, in which event Seller shall be liable for any loss incurred. Seller shall be liable for any excess transportation charges, delays or claims resulting from Seller's deviation from agreed on routing instructions. When Seller has reason to believe that deliveries will not be made as scheduled, Seller will immediately give written notice setting forth the cause of the anticipated delay to Buyer.

Buyer shall not be liable for payment for Products delivered to Buyer which are in excess of quantities specified. Such Products shall be subject to rejection and return at Seller's expense including transportation charges both ways. Buyer shall not be liable for any material or production costs incurred by Seller in excess of the amount or in advance of the time necessary to meet Buyer's delivery schedule.
5. **TITLE AND RISK OF LOSS:** Title and risk of loss with respect to any Products shall remain in Seller until the Products have been delivered to and accepted by Buyer, or an agent duly designated by Buyer at the location specified for delivery by Buyer. Products which are shipped shall be shipped F.O.B. destination unless otherwise specified by Buyer.
6. **INSPECTION AND ACCEPTANCE:** Payment for any Products under this Agreement shall not constitute acceptance thereof. All Products purchased hereunder are subject to inspection at Buyer's destination either before or after payment. Buyer reserves the right to refuse acceptance of Products which are not in accordance with instructions, specifications, or Seller's warranties (express or implied). Products not accepted will be returned to Seller for full credit or replacement (at Buyer's option) and at Seller's risk and expense, including transportation charges both ways. No replacement of rejected Products shall be made unless specified by Buyer in writing.



Acceptance of all or any part of the Products shall not bind Buyer to accept any future shipments, nor be deemed to be a waiver of Buyer's right either to cancel or to return all or any portion of the Products because of failure to conform to the Agreement, or by reason of defects, latent or patent, or other breach of warranty, or to make any claim for damages, including manufacturing costs, damage to materials or articles caused by improper boxing, crafting or packing, and loss of profits or other special damages occasioned the Buyer. Such rights shall be in addition to any other remedies provided by law.

7. **FORCE MAJEURE:** Buyer shall not be liable for any delay or failure to accept any part of the Products if such delay or failure is the result of fire, floods or other catastrophes, strikes, lockouts or labor disruption, wars, riots or embargo delays, government allocations or priorities, mill conditions, shortages of transportation equipment, fuel, labor or materials, inability to procure supplies or raw materials, severe weather conditions, or any other circumstance or cause beyond the control of Buyer in the reasonable conduct of its business.
8. **RISK OF LOSS:** Seller assumes: (i) all risks of loss or damage to all Products until the delivery thereof as herein provided; this risk of loss shall include the responsibility for any damages to materials or articles caused by improper boxing, crating or packing; and, (ii) all risks of loss or damage to any Products or part thereof rejected by Buyer or as to which Buyer has revoked its acceptance, from the time of such rejection or revocation.
9. **SELLER'S WARRANTIES:** Seller hereby warrants that all of the Products furnished shall be of merchantable quality and fit for Buyer's purposes and that they shall conform with Buyer's specifications. Seller warrants that the Products furnished shall conform to all representations, affirmations, promises, descriptions, samples or models forming the inducement for Buyer to purchase the Products.

Seller acknowledges that all technical information in the nature of product data which is supplied Seller to help facilitate performance of this contract, shall be considered as, and kept confidential by Seller, its agents, and employees, and Seller warrants that it will prevent disclosure or use of any such information either directly or by incorporation of such information in manufacturing products for others. Seller agrees that it shall not disclose to any third party any details of any orders placed by Buyer hereunder, including Buyer's name. Such restrictions on disclosure shall apply whether or not Buyer's name is actually disclosed. Further, Seller agrees that upon Buyer's request and automatically in the event this Agreement is terminated prior to completion for any reason, including pursuant to Sections 11 or 12 hereof, any and all information previously provided

by Buyer to Seller hereunder including but not limited to all documents and drawings shall be promptly returned to Buyer.

Seller further warrants that in its performance hereunder it will have complied with all applicable federal, state, and local laws, rules, regulations, and orders pertaining to the production and sale of Products. Seller agrees that upon request Seller shall furnish Buyer with certificates of compliance with such laws, rules, regulations, and orders.

Seller agrees that these warranties shall survive acceptance of the Products. These warranties shall be in addition to any warranties and no other express or implied warranties shall be deemed disclaimed or excluded except in a writing signed by the Buyer.

10. **INDEMNIFICATION:** Seller agrees to indemnify and save Buyer, its subsidiaries, affiliates, and agents, harmless from any and all losses, expenses, awards, and damages, including court costs and reasonable attorney's fees, related in any way to this contract (including, without limitation, those arising from claims of patent, trademark, or copyright infringement or unfair competition) except as to Products manufactured entirely to Buyer's specifications. Upon receipt of notice, Seller will promptly assume full responsibility for the defense of any suit or proceeding arising out of this Agreement or the Products to which Buyer, its subsidiaries, affiliates, or agents, for any reason may be a party.
11. **CANCELLATION:** Buyer shall have the right to cancel its purchase upon Seller's failure to meet delivery as specified herein; for breach of any term; if Seller is adjudicated bankrupt or commits an act of bankruptcy; or if any warranty or representation made by Seller is false in any respect. Buyer also reserves the right to cancel its purchase or any part thereof, at any time prior to shipment, for the sole convenience of the Buyer, whereupon all reasonable actual out-of-pocket costs incurred by Seller to date of cancellation will be reimbursed. Such right of cancellation is in addition to, and not in lieu of, any other remedies which Buyer may have.
12. **TERMINATION:** Buyer may terminate performance under this Agreement in whole or in part by written notice. Upon receipt of notice Seller will terminate all work in progress and advise Buyer of the value of work completed and materials purchased prior to notice, and the most favorable disposition Seller can make thereof. Buyer will pay the pro-rata share of the price for finished work accepted by Buyer and reimburse Seller for cost of work in process and materials not allocable to other work less the value received by Seller for items used or resold by the Seller. Such payments shall be determined in accordance with generally accepted accounting principles. Buyer shall not be liable for the cost of defective, damaged, or destroyed work or material.



In no event will payments made under this clause exceed the aggregate order price less payments made and adjustments allowed. This clause shall constitute Seller's exclusive remedy in the event this Agreement is terminated by Buyer as provided herein. This clause will not apply to any cancellation by the Buyer for default by the Seller, force majeure, or for any other cause allowed by law under this Agreement.

13. **WAIVER:** Failure of Buyer to require performance of any of the terms, covenants, or conditions of this contract or to exercise any right hereunder, shall not be construed as a waiver of the future performance of any such terms, covenants, or conditions, or the further exercise of such right, and the obligation of Seller with respect to such future performance shall continue in full force and effect.
14. **ASSIGNMENT:** No work shall be assigned nor shall Seller subcontract for completed or substantially completed Products which are the subject of this Agreement without Buyer's prior written consent.
15. **TRADEMARKS:** If the Products deal with goods which bear Buyer's private labeling, trademarks, service marks, trade names, distinctive words, copyrights, logos, pictures, or designs ("Properties"), Seller shall not under any circumstances sell or otherwise transfer such Products to third persons until the Properties have been physically removed or completely obliterated from the Products and all packaging.
16. **LIMITATION ON BUYER'S LIABILITY:** In no event shall Buyer be liable for any anticipated profits or special, incidental or consequential damages of Seller. Buyer's liability or any claim of any kind or nature, for any loss or damage arising out of or in connection with this Agreement, or the performance or breach thereof, shall in no case exceed the purchase price of the Products giving rise to the claim, and any action therefor must be commenced within one (1) year after the date of the initial purchase of the Products.
17. **WORK ON BUYER'S PREMISES:** To the extent that Seller's obligations under this Agreement require Seller, its employees or agents to perform services or work on Buyer's premises or property, Seller agrees to: (i) accept responsibility for performing all such work or services in a safe manner so as to not jeopardize the safety of Buyer's employees, property or the general public; (ii) comply with and enforce all Buyer and governmental fire and safety regulations and building codes and ordinances; (iii) waive any and all mechanics lien rights which may arise under state law for the work or services performed on Buyer's premises or property; and (iv) maintain comprehensive general liability insurance, including personal injury and property damage and workers' compensation and other similar insurance to the

extent required by law and to provide Buyer with sufficient proof thereof upon Buyer's request.

18. **SEVERABILITY:** All of the provisions of these terms are separate and severable. If any provision of these terms is held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the other portions hereof.
19. **DISPUTES:** This Agreement and any controversy arising in connection herewith shall be governed by the laws of the State of Ohio. The state and federal courts within Hamilton County, Ohio, shall have exclusive jurisdiction over any litigation resulting with respect to this Agreement or the Products, and the parties consent to the jurisdiction thereof.

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