



STANDARD PURCHASE ORDER TERMS & CONDITIONS

1. Order and Documents.

1) Applicability. These Purchase Order Terms and Conditions (“Terms”) are incorporated and made a part of the “Order” for the purchase of Goods and Services by Jensen Controls Inc. and as applicable, “Buyer” from the seller (“Seller”) identified in the Purchase Order (“P.O.”) generated by Buyer. The Order consists of only these Terms and the P.O., including all references therein and attachments thereto, including those provided by email with the P.O. by Buyer, all written policies available on www.jensencontrols.com, and any other instruments signed by both parties in connection with the P.O. In the event of a conflict between the various parts of the Order, the following order of precedence will control: (a) other written instruments or agreements entered into in connection with the P.O. that are signed by authorized representatives of both parties and that expressly override these Terms; (b) the P.O., including any references therein and attachments thereto, including those provided by email with the P.O. by Buyer; (c) these Terms; and (d) Buyer’s written policies. The Order constitutes the parties’ entire agreement with respect to the Goods or Services to be provided by Seller hereunder, superseding all prior or contemporaneous understandings, customs and practices, courses of dealings, agreements, and communications, both written and oral, regarding the Goods or Services. Buyer expressly rejects any other document or communication provided by Seller that contains terms that differ from or are in addition to the terms of the Order.

1.1 Certain Definitions. “Goods” means all equipment, materials, supplies, ancillary parts, accessories, components, deliverables and other items purchased or leased by Buyer as identified in the P.O. “Services” means all services of any nature ordered by Buyer as identified in the P.O. The “Specifications” for any given Goods or Services are detailed in the Order. Goods and Services are collectively referred to as the “Work.” “Applicable Law” means any federal, state or local law, code, ordinance, regulation, standard, rule, requirement or order, including without limitation all applicable OSHA, EPA, FDA, USDA and FTC rules and regulations, the United States Foreign Corrupt Practices Act, the Lacey Act, 16 U.S.C. 3371 et seq., all export, import and human trafficking laws of all countries involved in the provision of Work under the P.O., the European Union’s Registration, Evaluation, Authorization and Restriction of Chemical Substances (REACH), the Toxic Substances Control Act, the Food, Drug, and Cosmetic Act, the Consumer Product Safety Act of 1972 (as amended by the Consumer Product Safety Improvement Act of 2008), and the California Safe Drinking Water and Toxic Enforcement Act of 1986.

1.2 P.O. and Acceptance. The P.O. is an offer by Buyer for the purchase of the Goods and/or Services specified in the P.O. from Seller. Seller’s acceptance of a P.O. creates a binding legal obligation for Seller to provide the Goods and/or Services to Buyer, in the quantity, at the price, and otherwise as specified in the P.O. Seller may accept a P.O. by a written (or electronic) expression of acceptance, or by beginning performance hereunder, including by shipping Goods or performing Services in accordance with the Order. For Goods, Seller shall confirm receipt of a P.O. within 48 hours after receiving it. Buyer in its sole discretion may terminate any P.O. which Seller has failed to provide acceptance within 48 hours of issuance of such P.O. by Buyer to Seller. Payment for Goods and Services delivered hereunder does not constitute acceptance of such Goods or Services. Buyer’s P.O. will specify the quantity of Goods or Services to be purchased, the unit price and total price (the “Price”), the delivery date (“Delivery Date”) and location (“Delivery Location”), and any other terms Buyer believes necessary or useful to include.

2. Shipping Terms. Seller shall arrange and pay for preparing, packing, crating, and shipping all Goods to the Delivery Location specified in the applicable P.O., and otherwise in accordance with the shipping terms in the applicable P.O., including for any import fees or tariffs. Seller shall give written notice of shipment to Buyer when Seller delivers the Goods to a carrier for transportation. Seller shall provide Buyer with all shipping related documents necessary for the Goods to be released to Buyer. Seller shall ensure the P.O. number appears on all invoices, shipping documents, shipping labels, bills of lading, invoices, correspondence, and any other documents pertaining to the P.O. Seller shall appropriately pack, mark, and ship Goods in a safe manner and in a manner sufficient to ensure that the Goods are delivered in undamaged condition and, if so instructed by Buyer, meet the transportation requirements of common

carriers to secure the lowest transportation costs. Unless otherwise specified in the P.O., the Price includes all packaging, transportation costs to the Delivery Location, insurance, customs duties and fees and all applicable taxes, including, but not limited to, all sales, use or excise taxes. Seller may not increase the Price, whether due to increased material, labor or transportation costs or otherwise, without Buyer's prior written consent. Buyer shall be protected against declining prices on the undelivered portion of this P.O. The "Price" is inclusive of all costs payable by Buyer for the Work. Seller may not charge any "mark-ups," for shipping costs, taxes, or otherwise, or other increases or margins beyond the agreed-on Price of the Goods or Services being purchased.

3. Delivery and Inspection Rights.

3.1 Delivery; Price. Timely delivery of the Work is of the essence. Seller shall deliver all Work to the Delivery Location(s), by the Delivery Date, during Buyer's normal business hours or as otherwise instructed by Buyer. Seller shall promptly notify Buyer of any known or anticipated delay or failure to meet any requirements of the Order. If Seller fails to deliver any Work by the Delivery Date(s), or if Buyer rejects any Work in accordance with this Section, then Buyer may, in its sole discretion and without waiving any other remedy: (a) extend the Delivery Date(s); (b) accept the untimely Work and continue under these Terms, subject to a mutually agreeable reduction in compensation payable to Seller or other consideration; (c) reject the untimely Work, return the Work at Seller's risk and expense, and receive a refund of any amounts paid to Seller for the Work; or (d) terminate the Order or the applicable P.O. without any obligation to pay any amount associated with the untimely Work. Seller may not make advanced, short, or excess deliveries without Buyer's prior written consent. Buyer may reject and return any Goods in an advanced, short, or excess delivery at Seller's risk and expense. If Buyer does not reject such Goods and instead accepts a short or excess delivery, the Price for the Goods shall be adjusted on a pro-rata basis.

3.2 Rights to Inspect. Buyer may inspect all or a sample of the Work on or after the Delivery Date, to determine whether the Work complies with the terms of the Order. Buyer, at its sole option, may reject all or any portion of the Work that Buyer determines does not conform with the requirements of this Order. If Buyer rejects any portion of the Work, Buyer may, on written notice to Seller: (a) rescind the P.O. in its entirety and reject and return, at Seller's risk and expense, the Work; (b) accept the Work at a reasonably reduced price; or (c) reject the non-conforming portion of the Work and require Buyer to repair or replace the rejected Work. If Buyer requires replacement of the Work, Seller shall, at its expense, within ten (10) days, or such other period agreed upon by the parties in writing, replace the non-conforming Work and pay for all related expenses. If Buyer requires repair of the Work, Seller shall, at its expense, arrange for the return of the Work to Seller for repairs, and the re-delivery of the repaired work to Buyer, or for the repair of the Work at Buyer's location. If Buyer rejects any Work, it shall notify Seller of such rejection and the reason therefore. If Seller fails to timely deliver repaired or replacement Work, Buyer may replace it with work from a third party, reduce or recover any payments to Seller for the cost thereof. Any inspection, failure to reject, or other action by Buyer under this Section will not reduce or otherwise affect Seller's obligations or warranties under this Order, and Buyer may conduct further inspections after Seller has carried out its remedial actions.

4. Title and Risk of Loss. Seller shall hold risk of loss to all Work until Buyer receives it at the Delivery Location. When Buyer receives the Work at the Delivery Location, Seller will also pass to Buyer good and marketable title to the Work, free and clear of all liens, claims, security interests, pledges, charges, mortgages, deeds of trusts, bonds, options, or other encumbrances of any kind ("Liens"). If Seller, or Seller's subcontractors, has any of Buyer's property in its possession or under its control, Seller shall ensure such property remains free and clear of any Liens and shall identify it as Buyer's property.

5. Payment Terms. Seller shall issue an invoice to Buyer on the completion of delivery or performance of the Work, to the address listed in the P.O. All invoices should be in US Dollars and must reference the P.O. number on the invoice. Payment by Buyer shall be due at terms specified in the P.O. Payments may be made by Buyer by credit card, cheque, or via ACH after Buyer's receipt of a correct and undisputed invoice with Sufficient Supporting Documentation (as defined below), where required. Invoices submitted to Buyer by any means other than as directed on the P.O. in the "Send Invoices To" field are not properly received by Buyer. Without prejudice to any other right or remedy it may have, Buyer may set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller. A

separate invoice shall be issued for each shipment. Discounts shall be calculated based upon the invoice date. Unless freight and other charges are itemized, discounts shall be taken on the full amount of the invoice. "Sufficient Supporting Documentation" means receipts or other proof of expenses from third parties for Goods or Services for which Seller is invoicing Buyer to request reimbursement or passing through to Buyer with additional mark-up, time sheets in support of time and materials Services work, and/or proof of delivery in the event of a dispute about Buyer's receipt of a particular Good or Service.

6. Warranties.

6.1 Goods and Services Warranties. Seller represents and warrants to Buyer, that all Work will: (a) for a period of no less than twelve (12) months from the date of delivery, be free from any defects in workmanship, material and design; (b) conform to applicable Specifications, drawings, designs, samples and other requirements specified by Buyer; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all Liens; (f) comply with Applicable Law; (g) not infringe or misappropriate any third party's Intellectual Property rights; and (h) be performed in a professional and workmanlike manner, in accordance with generally recognized industry standard, and using sufficient resources to ensure a complete and timely performance of the Work. The representation and warranty in subitem (f) above, pertaining to compliance with Applicable Law, expressly includes that the Goods may lawfully be sold, purchased, transported, and used by Buyer throughout the United States. Seller further represents and warrants that it has additionally notified Buyer in writing of all disclosure, warning, labeling, packaging, record-keeping, reporting, or similar requirements for the Goods, or any component of the Goods, under all Applicable Laws. Seller agrees to promptly notify Buyer in writing prior to modifying the Goods, such as using a new or different chemical in the Goods, that would create different or additional requirements for Buyer under all Applicable Laws. Seller shall also promptly notify Buyer of any applicable changes or additions to all Applicable Laws. The representation and warranties set forth in this Section survive any delivery, inspection, acceptance or payment of or for the Work by Buyer. Seller further represents and warrants to Buyer that all Services hereunder will be performed by personnel with the experience, training, skill and other qualifications needed to perform the Services, and will be provided in a timely, professional and workmanlike manner, in accordance with the highest industry standards. This Section 6.1 will survive any termination of the Order and the completion of the Work.

6.2 Scope; Remedy. The representations and warranties set forth in this Section 6 are cumulative and in addition to any other representations or warranties provided by law or equity. Any applicable statute of limitations runs from when Buyer discovers the noncompliance of the Goods or Services with the foregoing representations and warranties. If Buyer gives Seller notice of noncompliance pursuant to this Section, Seller shall, at its own cost and expense, within ten (10) days, (a) replace or repair the non-conforming Goods and, if applicable, (b) re-perform the applicable Services. If Seller does not remedy a noncompliance within said ten (10) day period, Buyer may, without prejudice to any other rights or remedies, make or cause to be made required modifications, adjustments, or repairs, or may acquire third party replacement Goods or Services, in which case, at Buyer's option, Seller shall reimburse Buyer for its actual costs or Buyer will offset the actual costs incurred from amounts owing to Seller.

7. Compliance.

7.1 Compliance with Law. Seller further represents and warrants that: (a) Seller has complied with and will at all times be in compliance with Applicable Laws; (b) Seller has all necessary licenses, permits, rights, powers, and authority to enter into the Order and perform its obligations pursuant to the Order; and (c) the execution and performance of the Order will not result in the breach by Seller of any agreement, covenant, court order, judgment or decree to which Seller is a party or by which it is bound. Seller shall promptly take, at its expense, all corrective action necessary to make all Goods and Services comply with Applicable Law after Seller receives from Buyer or any agency, governmental entity or other regulatory body a notice that a violation of Applicable Law exists with respect to the Goods and Services. If Seller fails to promptly take such action, Buyer may take all such action at Seller's expense. Seller shall also be liable for the payment of any penalties and/or fines imposed as a result of the failure of any item provided by or for Seller hereunder to comply with all of the above requirements. Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Order. Seller shall

be responsible for any required government import clearance. Buyer may terminate the Order if any government authority imposes antidumping duties, countervailing duties or any retaliatory duties on the Work.

7.2 Seller Personnel; On-Site Policies and Safety. If any of the Work requires Seller to be on Buyer's premises, Seller shall: (a) be solely responsible for the direction and control of its employees, subcontractors, and other personnel, provided that, without controlling the means or methods of performing the Work, Buyer shall control the results achieved for the Work; (b) ensure that all Seller employees, subcontractors, and other personnel involved in providing the Work, strictly observe Buyer's written policies and rules, including, site safety rules, other health and safety procedures or manuals, antidiscrimination, anti-harassment and similar policies, and Jensen Control's Substance Abuse Policy, including that Seller shall prohibit from Buyer's premises the use, possession, sale, and distribution of alcohol, drugs and other controlled substances, and any employees, subcontractors, and other personnel who have such substances in their bodies at levels that may impair their ability to safely and effectively perform the Work; (c) designate a competent on-site representative for the Work who shall be fully authorized to act for Seller ("On-Site Representative") in all respects under the Order, and the person so designated may only be changed with Buyer's approval; (d) be solely responsible for taking all necessary precautions for the health and safety of its employees, subcontractors, and other personnel, including to prevent accidents or injury to them or other persons on, about or adjacent to the premises where the Work is being performed; (e) immediately notify Buyer of any unsafe condition, near-miss or incident; (f) abate and correct all safety and health hazards created by Seller, its employees, subcontractors, or other personnel; (g) erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of all individuals exposed to the Work, including but not limited to, Buyer's personnel and the public; (h) provide Buyer a current, up-to-date, Safety Data Sheet ("SDS") on all substances and chemicals as may be required by the Hazard Communications Standard, 29 C.F.R. § 1910.1200 et seq., or applicable state law; and (i) on notice from Buyer of any breach of this Section 7.2 or any unacceptable behavior by Seller's employees, subcontractors, and other personnel, take prompt and effective remedial action to rectify such breach or behaviors, which may include Seller's On-Site Representative taking steps to dismiss from the Work and replace any personnel. Seller agrees that any employment decisions involving its employees, subcontractors, and other personnel that arise in any way out of the Work are the sole responsibility of Seller. Upon Buyer's request, Seller shall utilize the services of any outside management service identified by Buyer for the purpose of managing safety and insurance qualifications.

7.3 Environmental. Seller shall also ensure that all Seller employees, subcontractors, and other personnel involved in providing the Work, comply with Buyer's environmental policies and rules. Seller shall not permit any hazardous substances or materials to be brought onto or stored on the site where the Work is delivered or performed, or any release or disposal of hazardous substances or materials. Seller shall ensure that all Seller employees, subcontractors, and other personnel strictly comply with the terms of any SDS applicable to the materials used in performance of the Work. Seller shall remove and appropriately dispose of any debris, waste or unused materials associated with on-site Work. Seller shall immediately notify Buyer in writing of any environmental condition or incident including, but not limited to: (a) the release or substantial threat of release of a hazardous substance; (b) the discovery of materials or substances of unknown origins on or under the premises; (c) the discovery of any underground storage tank; or (d) any similar occurrences. Except for appropriate emergency actions necessary to prevent or respond to any release or threat of release of hazardous substance, Seller shall not take any action with respect to such environmental condition or incident without first obtaining Buyer's written authorization. Buyer may provide oral approval of action in the event of an emergency environmental condition or incident.

7.4 Code of Conduct. Seller shall at all times comply with the Jensen Controls Supplier Code of Conduct, a copy of which is available at jensencontrols.com, as the same may be amended by Buyer from time to time.

8. Proprietary and Confidential Information.

8.1 Intellectual Property Definition. "Intellectual Property" means all trade secrets, patents, trademarks, trade names, trade dress, copyrights, and other intellectual property rights.

8.2 Software License. If Seller has developed proprietary technology in the form of software or firmware, including data files, source code, object code, application programming interfaces, architecture, files, records, schematics, computerized databases and other related specifications and documentation ("Software"), for any of the Work, or if the Work otherwise contains any Software, whether created by Seller or a third party, Seller: (a) represents and warrants that it, or its licensors, owns and will maintain ownership of any and all Intellectual Property rights in the Software; (b) represents and warrants that the Software does not contain any malware or programming devices (e.g., viruses, back doors, timers or other disabling devices, etc.) which could interrupt, disrupt the use of, permit unauthorized access to, alter, disable, destroy, or damage the Software, Buyer's computers, networks or systems ("Buyer's Systems"), or Buyer's data; and (c) grants to Buyer an irrevocable, nonexclusive, perpetual, worldwide, fully paid up, royalty-free license and/or sublicense to use, execute, maintain, reproduce, distribute, modify, display, and create derivative works of such Software as reasonably necessary for Buyer to use and exploit the Work and for Buyer's internal use ("Software License"). Such rights include copying rights granted to the "owner of a copy" under 17 U.S.C. §117, plus copying for backup, archive, or emergency restart purposes, for disaster recovery and disaster recovery testing purposes, to migrate the Software for use on other computers and/or hardware, or to store the Software at any off premises location which Buyer uses for storage purposes. If any third party Software is contained in the Work, Seller shall pass through to Buyer the applicable licenses, including any additional representations and warranties. This Section 8.b will survive any termination of the Order and the completion of the Work.

8.3 Additional License. In addition to the Software License granted under Section 8.2, to the extent any other Work contains any Intellectual Property owned or licensed by Seller, Seller hereby grants to Buyer an irrevocable, nonexclusive, perpetual, worldwide, fully paid up, royalty-free license and/or sublicense to use, execute, maintain, reproduce, distribute, modify, display, and create derivative works of such Intellectual Property, to the extent reasonably necessary for Buyer to use, distribute, install, operate, maintain, train others to use, and otherwise exploit the Work in every way intended by Buyer. This Section 8.3 will survive any termination of the Order and the completion of the Work.

8.4 IP Indemnity. Seller shall indemnify, defend, and hold harmless Buyer, its successor or assigns and their respective shareholders, customers, directors, officers, employees, agents, and affiliates, for, from, and against any liability, damage, or expense (including without limitation litigation expenses and attorneys' fees) arising out of any claim, suit, or proceeding alleging that the Work or any part thereof, or any use thereof for which the Work is intended, infringes or misappropriates any Intellectual Property or constitutes unfair competition. Buyer shall promptly notify Seller upon becoming aware of any such claim. Buyer shall, at Seller's expense, provide Seller with all necessary information and assistance to resolve such claim. Seller shall pay all damages and costs awarded against Buyer for such infringement, except any cost or damage due to a settlement by Buyer without Seller's written consent. If the use of the Work becomes, or if Seller reasonably believes it will become, enjoined as a consequence of an infringement claim or otherwise as set forth herein, Seller shall, at its discretion and cost, do any one or combination of the following: (a) procure for Buyer the right to continue using the infringing Work or part thereof; (b) replace the infringing Work with a non-infringing Work of equivalent or enhanced functionality which continues to perform in accordance with the Specifications and this Order; or (c) modify the infringing Work so that it becomes non-infringing but continues to perform in accordance with the Specifications and this Order. If Seller is unable to do any of the foregoing, Buyer may terminate the Order without any liability to Seller whatsoever. This Section 8.4 will survive any termination of the Order and the completion of the Work.

8.5 Confidential Information Definition. "Confidential information" means all non-public information of a party, including but not limited to plans, policies, strategies and philosophies, manuals, training, ideas, designs, financial statements and information, prices and costs, supplier and customer information, drawings, artwork, prints, marketing strategies and targets, research, sketches, models, samples, tools, specifications, work product of any kind and in any form, including but not limited to recordings or copies thereof, whether complete and the manner in which either party provides products and services to its customers, secret or proprietary information, knowledge, know-how or data relating to any business idea, product, apparatus, machine, process, procedure, formula, data, database, computer software, hardware and network architecture, manufacturing, engineering, or marketing methods at any time used or generated, and technical or business information or data (written, electronic, oral or any other form).

8.6 Confidentiality. Each party shall protect the confidentiality of the other party's Confidential Information using the same degree of care it uses for its own Confidential Information, but in no event less than a reasonable degree of care. Each party shall use the other party's Confidential Information strictly as necessary to carry out its obligations and exercise its rights under this Order. Neither party will disclose the other party's Confidential Information except to its employees, contractors, and other representatives who need to know the information to carry out the party's obligations and exercise the party's rights under this Order, who are made aware of the confidential nature of such information, and who agree to the same confidentiality, non-use, and non-disclosure obligations as are found in this Order. The parties' obligations under this Section 8.6 will not apply to information that: (a) is or becomes publicly known through no act of the receiving party; (b) is required to be disclosed under law, statute, or rule; (c) has been rightfully furnished to the receiving party without any restriction on use or disclosure and not in violation of the disclosing party's rights; or (d) is independently developed by the receiving party without use of the disclosing party's Confidential Information. Nothing in the Order shall prevent the disclosing party from seeking and obtaining from any court injunctive relief against conduct or threatened conduct which violates or could violate this Section. The confidentiality, nonuse, and non-disclosure obligations will survive for five (5) years after delivery of the applicable Work.

8.7 Public Release. Seller shall not issue a news release or any other public announcement regarding this Order or any Work without Buyer's prior written approval.

8.8 Ownership. Buyer shall retain sole and exclusive ownership of, including of all right, title and interest in and to, all of its Intellectual Property, Buyer's Systems, and Buyer data, whether owned by Buyer prior to entry into this Order, or developed or acquired by Buyer after entry into this Order.

8.9 Access to Buyer's Systems. If any Work requires access to any Buyer's Systems or otherwise to any Buyer data, Seller shall: (a) be responsible for providing secure network access between the Work and Buyer's Systems; (b) limit access to Buyer's Systems and Buyer data strictly to what is necessary for Buyer to enjoy the benefit of the Work; (c) comply with all of Buyer's network access, security, IT, and other applicable policies; (d) not allow any third parties to access Buyer's Systems or Buyer data; (e) promptly notify Buyer in writing if Seller suspects or becomes aware of any potential or actual interruption, unauthorized access, alteration, disabling, destruction, or damage to Buyer's System or Buyer data ("Breach"); (f) be fully liable for any Breach caused by Seller or the Work; and (g) fully cooperate with Buyer in investigating, mitigating, resolving, and otherwise addressing any Breach, including that Seller shall provide Buyer with all information regarding the Breach, including the cause, scope, and effects of the Breach, and shall assist Buyer with, at Seller's expense, fulfilling all requirements after a Breach under Applicable Law, including in preparing and sending notices and acquiring credit monitoring services for effected individuals.

9. Indemnification. Seller, at its expense, shall defend, indemnify and hold harmless Buyer, its successors and assigns and their respective directors, officers, shareholders, employees customers, agents, and affiliates (collectively, "Indemnitees") for, from, and against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or occurring in connection with: (a) any breach of the Order; (b) the operations of Seller in carrying out the provisions of the Order; (c) Seller's willful misconduct, negligence or more culpable conduct, or fraud; and (d) Breaches caused by Seller or the Work. Seller shall not enter into any settlement or compromise without Indemnitee's prior written consent. An Indemnitee may participate, at its expense, in the defense, but such participation will not limit or affect Seller's obligations under this Section. The obligations under this Section are not limited in any way any the amount or type of insurance coverage carried by the parties. Seller's obligations under this Section will survive the termination of the Order and the completion of the Work.

10. Insurance. Seller shall obtain and keep in force as primary coverage the following minimum insurance with such insurers qualified to do business in the state where the work is being performed with A.M. Best rating of no less than A-VII:

Commercial General Liability (“CGL”), including coverage for: (a) bodily injury, property damage, personal and advertising injury, (b) contractual liability assumed by Seller under the Agreement, (c) explosion, collapse and underground work (“X,C,U”) hazards, (d) broad-form property damage liability, and (e) products and completed operations	\$100,000 each occurrence with a \$200,000 general aggregate.
Professional Liability/Errors & Omissions, covering liability due to errors or omissions in performance of design services and other Work under the Order, if applicable to the Work being performed	\$100,000 each occurrence and \$200,000 aggregate
Workers’ Compensation, including employers’ liability coverage	As required by Applicable Law; Employers Liability: \$1,000,000 each accident; \$1,000,000 each employee, \$1,000,000 policy limit
Any insurance or benefits required by Applicable Law	As required by Applicable Law

If Goods are provided under the Order, Seller must obtain and maintain insurance to protect the Goods for all risks of loss until risk of loss passes to Buyer. Upon lapse or cancellation of any insurance required by the Order, Seller will notify Buyer immediately of such lapse or cancellation and will reinstate immediately the lapsed or cancelled insurance or purchase replacement insurance that meets the requirements of the Order. In the event Seller shall fail to obtain or maintain in effect any insurance required hereunder, Buyer may terminate the Order. Seller must ensure that its subcontractors, if any, have insurance coverage and endorsements consistent with those of Seller set out in this Section during all operations or work under the Order.

11. Termination. In addition to any other remedies under the Order, Buyer may terminate this Order, and any P.O., with immediate effect upon written notice to Seller, if Seller: (a) breaches this Order and, if such breach is capable of remedy, fails to remedy such breach within 30 days after written notice of the breach from Buyer; or (b) becomes insolvent, files a petition for bankruptcy or a proceeding related to bankruptcy, receivership, reorganization or assignment for the benefit of creditors is commenced against Seller. At any time, Buyer may also terminate the Order for convenience upon providing Seller written notice. In the case of a termination for convenience, Buyer shall reimburse Seller for that portion of the Price allocated to the Work completed, plus all reasonable proven direct costs incurred for work in progress and any reasonable costs incurred as a result of Buyer’s termination, including Seller’s reasonable profit on such work in progress and a proportionate overhead allocation on such amounts.

12. Suspension of Work. At any time, Buyer may suspend the Work without invalidating the provisions of the P.O. by written notice to Seller. Seller may only resume the Work after written notice from Buyer. The parties will discuss reasonable extensions to any deadlines on account of any such suspension, and Buyer shall cover any reasonable additional expenses incurred by Seller due to the suspension for which Seller provides adequate documentation.

13. Change Orders. Buyer may at any time, on written notice to Seller (each a “Change Order”), order changes to the Work, and Seller shall submit to Buyer a firm cost proposal for the Change Order within a commercially reasonable period of time. If Buyer accepts such cost proposal in writing, Seller shall proceed with the changed Work subject to the cost proposal and the terms and conditions of the Order. Seller acknowledges that a Change Order may or may not entitle Seller to an adjustment in Seller’s compensation or the performance deadlines under the Order.

14. Force Majeure. No party shall be liable to the other party, nor be deemed to have defaulted under or breached the Order for any delay or failure in performing its obligations under the Order to the extent that such delay or failure is caused by Force Majeure. The party suffering a Force Majeure event shall give notice within three (3) calendar days of the Force Majeure event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure event are minimized. “Force Majeure” is an event or circumstance that is beyond the reasonable control of a party, without such party’s fault or negligence, and which by its nature could not be reasonably foreseen, prevented, or avoided by such

party (e.g., fires, explosions, floods, tornadoes, epidemics, acts of God, civil disturbance, war, riots, etc.). Seller's economic hardship, circumstances arising from Seller's use of subcontractors, or changes in market conditions are not considered Force Majeure events. If such delay or failure persists in excess of sixty (60) days, the party suffering a Force Majeure event shall have the option to terminate the Order upon written notice. Buyer shall not be liable for failure to take delivery of any Work due to a Force Majeure event that renders it commercially impracticable for Buyer to receive or use the Work on a timely basis. Where only a part of Seller's capacity to perform is excused under this paragraph, Seller must allocate production and deliveries among Buyer and its various customers then under contract for similar goods during the period. The allocation must be made in a fair and equitable manner with at least a pro rata portion going to Buyer. Seller shall not be obligated to sell nor Buyer obligated to purchase at a later date that portion of the Work that Seller is unable to deliver or Buyer is unable to receive or use due to Force Majeure.

15. Authority and Ability. Seller, if it is a corporation, company trust, or other entity, is a duly formed and validly existing entity under the laws of its state of organization. Seller has all requisite power and authority to accept the Order and deliver the Work, to perform its obligations thereunder and to consummate the transactions contemplated thereby. The acceptance by Seller of the Order, and the performance by Seller of its obligations thereunder, have been duly and validly authorized by all necessary corporate action on the part of Seller, no other action on the part of Seller or its affiliates being necessary. Seller and each of its subcontractors will hold all material licenses and professional certifications required in connection with performing the Work in accordance with the terms of the Order.

16. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth identified below or to such other address that may be designated by the receiving party in writing. All Notices shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Notices to Buyer must be sent to the following address:

Jensen Controls Inc.
Attn: President
P.O. Box 341
Suamico, WI 54173-0341

17. Dispute Resolution and Remedies. The terms of the Order and the performance hereunder shall be governed, construed and interpreted by and under the laws of the state where the Work, subject of the dispute, is to be delivered or performed, without regard to its conflict-of-laws rules. The parties specifically exclude the application of the United Nations Convention on Orders for the International Sale of Goods if otherwise applicable. The parties agree to the exclusive jurisdiction and venue of the state and federal courts located in the city and state where the Work, subject of the dispute, is to be delivered or performed for any legal proceeding involving the Order or any dispute between Seller and Buyer. All rights and remedies provided in the Order are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise. If either party institutes any action or proceeding to enforce its rights hereunder, the successful party in any such action or proceeding shall be entitled to recover from the other reasonable attorneys' fees in such action or proceeding and in any associated appeals. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE ORDER OR THE TRANSACTIONS CONTEMPLATED BY THE ORDER. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT: (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION; (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY; AND (D) IT HAS DECIDED TO ENTER INTO THIS AGREEMENT IN CONSIDERATION OF THE TRANSACTIONS CONTEMPLATED UNDER THIS ORDER.

18. Relationship of the Parties. Seller is an independent contractor, and the relationship between Seller and Buyer shall be that of principal-vendor, and not that of a joint venture or joint employers. Buyer and Seller shall operate as independent entities and nothing in the Order shall be construed as establishing an employer-employee or other agency relationship, partnership or joint venture between Buyer and Seller, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

19. Assignment; Subcontractors. This Order is binding upon the parties hereto and their respective successors and permitted assigns. Except as provided herein, this Order may not be assigned in whole or in part by either party without the prior written consent of the non-assigning party, such consent not to be unreasonably withheld, conditioned or delayed; provided however, Buyer may transfer or assign this Order in whole or in part without the prior written approval of Seller to: (a) any parent, subsidiary or other affiliate; (b) an acquirer of all or substantially all of any of the assets of Buyer's business that are the subject of this Agreement; or (c) any successor to Buyer by merger, consolidation, reorganization or otherwise. Any assignment in violation of this Section is void and shall give the non-assigning party the right to terminate this Agreement effective as of such violation. No assignment, delegation, subcontract, or other agreement with a subcontractor, vendor, or other third party will relieve Seller of any of its duties, responsibilities, obligations, or liabilities hereunder. Seller must ensure that any subcontracts are consistent with the provisions of the Order.

20. No Waiver. The right of the parties to require strict performance of the terms and conditions of the Order shall not be waived or impaired by any course of dealing or performance or by any prior waiver. No testing or acceptance of or payment for all or any part of the Work shall release or relieve either party of any of its obligations or liabilities hereunder.

21. Representation; Construction. The parties have reviewed the Order and each party has been represented or had the opportunity to be represented by independent legal counsel to the extent desired. The headings used herein are for convenience only and shall not limit or be deemed or construed in any way to affect or limit the meaning of the language of provisions in the Order. No stricter construction or interpretation of the Order is to be applied against either party as the drafter.

22. Severability. The invalidity or unenforceability of any provision of the Order pursuant to Applicable Law shall not affect the validity or enforceability of the remaining provisions and the Order shall be construed as if not it did not contain the provision held invalid or unenforceable. Notwithstanding any other provision contained in the Order, the invalidation of any provision herein relating to the parties' remedies shall not be interpreted to prevent an injured party from seeking actual damages. If subsequent Applicable Laws governing the relationship between Buyer and Seller take effect, the Order shall be considered to incorporate such laws or regulations so long as they shall be effective.

23. Amendment and Modification. The Order may not be altered or modified except in writing duly executed by Buyer and Seller.

24. Electronic Signatures. Any document comprising a part of the Order may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of a signature page to, or an executed counterpart of any Order document by facsimile, email transmission of a scanned image, DocuSign, or other electronic means, shall be effective as delivery of an originally executed counterpart.