

Purchase Terms and Conditions

1. TERMS OF AGREEMENT: Acknowledgment of the Purchase Order, shipment of any goods, or commencement of work pursuant to the purchase Order shall be deemed an acceptance of these General Terms and Conditions. No modification of or release from this Purchase Order shall be binding unless agreed to in writing by the parties. **Unless specifically agreed to otherwise by the Buyer, Ontario Plastics of NY, Inc. (OPNY), and the Seller (Supplier), these terms and conditions supersede any submitted by Seller in any proposal acknowledgment. OPNY's Purchase Order is conditional on acceptance of all terms and conditions set forth herein without changes, additions, or deletions and, to the extent Supplier changes any such terms and conditions without the written consent of OPNY, such changes are expressly rejected by OPNY.**

2. ACCEPTANCE: Acceptance of the Purchase Order constitutes the Contractor's authority to furnish the item(s) in accordance with the terms of the Purchase Order and these Terms and Conditions for Purchase Order.

3. WARRANTIES: By accepting this Purchase Order, Seller warrants that the goods and services furnished will be free from defects in materials and workmanship, merchantable and in full conformity with Buyer's specifications, drawings, and data, and Seller's descriptions, promises, or samples, and that such goods will be fit for the Buyer's intended use, provided Seller has reason to know of such use, and that Seller will convey good title to the goods, free and clear from all liens, claims, and encumbrances.

4. PRICE: The Purchase Order is issued only at prices stated, in US Dollars. Except as otherwise provided, no charges should be added. Any such added charges to be itemized on the invoice.

5. PAYMENT: Invoices shall be dated no earlier than date of shipment or delivery of service. **OPNY** will pay invoices per negotiated terms after receipt of a properly prepared invoice. A properly prepared invoice must include the Purchase Order number and, if required in the Purchase Order, Supplier's certification of conformance of the Work to the requirements. Payment of any invoice shall not constitute acceptance of any goods.

6. SUBCONTRACTING: Seller may not assign, transfer, or subcontract this Purchase Order or any right or obligation without **OPNY's** written consent. If **OPNY** consents to the use of a Subcontractor, Supplier will: (1) guarantee and will remain liable for the performance of all subcontracted obligations; (2) flow down to sub-tier suppliers the applicable requirements in the purchasing documents; (3) guarantee that subcontractor conforms to all **OPNY** Supplier Quality Requirements Codes. If subcontractor is not approved, any receipt of goods or services can be considered a breach of the purchase order and subject to termination without liability.

7. CHANGES: The Buyer reserves the right at any time to issue a written change order or amendment to the Purchase Order concerning any of the following: (a) specifications, drawings, and data incorporated in the Purchase Order where the items to be furnished are to be specially manufactured for the Buyer; (b) quantity; (c) methods of shipment or packaging; (d) place of delivery; (e) time of delivery; or (f) any other matters affecting this Purchase Order.

8. TERMINATION: Buyer may terminate the Purchase Order at any time prior to shipment by written or electronic notice to Seller. Upon receipt of such termination notice, Seller shall promptly comply with the directions contained in such notice and shall, as required, (a) take action necessary to terminate the work as provided in the notice, minimizing costs and liabilities for the terminated work, and (b) continue the performance of any part of the work not terminated by Buyer. If Seller becomes insolvent, or files a petition for bankruptcy, Buyer shall have the right to terminate this order, in whole or part, without liability, by written notice by Seller. Buyer may obtain elsewhere the supplies or services affected by the termination of this order. Upon any termination of the order all confidential information, equipment, or related manufacturing component to make the order belonging to or paid for by Buyer shall be returned to the Buyer.

9. DELIVERY: Delivery must be made by date specified. Items received by the Buyer are subject to inspection and, if found, defective or not in accordance with specifications, will be returned at the Seller's expense. Quantities ordered must not be exceeded unless agreed to in writing by Buyer. Supplier will preserve, pack, package and handle the Deliverables and Products so as to protect the Deliverables and Work Product from loss or damage and in accordance with best commercial practices in the absence of any specifications Buyer may provide.

10. PACKING LIST: Supplier will include with each delivery of Products a packing list identifying the Purchase Order number, the Buyer's part number for each of the Products (if applicable), a description and the quantity of each of the Products, and the date of shipment.

11. INSPECTION AND ACCEPTANCE: All goods and services furnished to **OPNY** will be subject to inspection and test by **OPNY** at all times and places and will be subject to **OPNY's** final inspection and approval within a reasonable time after delivery. **OPNY** may reject goods and services not in accordance with instructions, specifications, drawings, data, or Seller's warranty (expressed or implied), or for untimely delivery. Buyer may return rejected goods to Seller at Seller's expense and Buyer shall have no further obligation for such goods. Payment for any goods or services shall not be deemed acceptance and in no event shall Buyer incur any liability for payment for rejected goods or services.

12. WORK PERFORMED ON PREMISES; INDEMNIFICATION; INSURANCE: If Seller's work under the Purchase Order involves operations by Seller on the premises of Buyer or one of Buyer's customers, Seller shall take all necessary precautions and such additional precautions as Buyer or Buyer's customer may prescribe to prevent the occurrence of any injury to persons or property during the progress of such work., Except to the extent that any personal injury, property damage, or other loss is due solely and directly to Buyer's or Buyer's customer's negligence, Seller shall indemnify Buyer against all claims, liability, damage, or loss (including expenses and attorneys' fees) which may result in any way from any act or omission of the Seller, or Seller's agents, employees, or contractors. Seller shall maintain such public liability, property damage, and employer's liability and compensation insurance in amounts as will protect Buyer but in no case less than what is required by applicable law.

13. "GOODS" AND "SERVICES": The term "goods" as used herein means any and all materials, parts, products, machines, tooling, test equipment, technical data, computer software, computer software documentation, and other tangible items or documentary information furnished or required to be furnished by Seller under this order. The term "services" means any and all technical assistance, support, maintenance, consultation, construction work, and other effort furnished or required to be furnished by Seller under this order other than labor furnished in connection with the production of goods.

14. CONFIDENTIALITY: Unless otherwise agreed by Buyer in writing, Seller shall keep confidential and not use or disclose to any third party, any confidential and/or proprietary materials provided by Buyer to Seller in connection with Seller's performance of this Purchase Order or prepared by Seller specifically for Buyer pursuant to this Purchase Order, including but not limited to any drawings, masters, software, specifications, raw materials, components, data, business information or plans, customer lists or other customer information ("Confidential Information"). Seller shall not make any copies of Confidential Information except as specifically authorized by Buyer in writing. At the completion of this Purchase Order, or upon Buyer's request, Seller shall promptly return to Buyer all Confidential Information not consumed in the performance of this Purchase Order, together with any copies in Seller's possession.

15. COMPLIANCE WITH LAWS: Seller shall comply fully with all applicable federal, state and local laws in the performance of this Agreement including, but not limited to, ROHS, WEEE, 3TG Conflict Free, EU/REACH, and all applicable employment, tax, export control, environmental, safety, regulatory & industry laws.

16. FORCE MAJEURE: Neither party shall be liable for any delay or failure to deliver or accept any or all of the Products where such delay or failure is caused by fire, flood, other act of God, act of war, labor disturbance or other event beyond such party's control.

17. GOVERNING LAWS: This Agreement shall be construed in accordance with, and disputes shall be governed by, the laws of the State of New York. Parties agree all disputes arising from the terms and conditions shall be subject to jurisdiction of the Supreme Court of the State of New York, County of Monroe or the US District for the Western District of New York.