

EPTAM PLASTICS PURCHASE ORDER TERMS AND CONDITIONS

For the purposes of this document, “Buyer” means Eptam Plastics or its affiliated companies. “Seller” means the party selling the applicable products or services to the Buyer.

- 1. TERMS AND CONDITIONS OF PURCHASE** – (a) Any products or services Buyer purchases from Seller by electronic, phone, paper, or any other form of transmission, are purchased subject to the following: (i) If Seller already has a fully signed purchase agreement currently in effect with Buyer, then the terms of that agreement, together with any terms and conditions of this purchase order not in conflict with that agreement, constitute the complete agreement; (ii) If Seller does not already have a fully signed purchase agreement with Buyer, then the terms and conditions of this purchase order issued hereunder constitute the complete agreement. The complete agreement as stated herein above shall be referred to as the “Purchase Agreement”. (b) Seller may not assign or subcontract its obligations under the Purchase Agreement without the prior written consent of Buyer, and if Seller does so, the assignment or subcontract may be void. (c) Seller shall be aware of their contribution to product or service conformity, contribution to product safety and the importance of ethical behavior.
- 2. PAYMENT** – Unless otherwise stated, purchases are in USD. Unless otherwise provided elsewhere in the Purchase Agreement, terms of payment will be Net 60, commencing from the time goods are received by purchaser. Unless prohibited by law, Seller will separately indicate on its invoices any taxes imposed on the sale or delivery of products or services. No extra charges of any kind will be allowed unless specifically agreed to by Buyer in writing. Payment of goods shall not constitute an acceptance thereof, but all goods shall be received subject to Purchasers’ inspection and rejection.
- 3. DELIVERY** – Time is of the essence with respect to delivery. Seller will promptly notify Buyer in writing if Seller anticipates difficulty in complying with a required delivery date and will use all commercially reasonable efforts to meet the required delivery date. Delivery shall not be deemed to be complete until goods have been actually received and accepted by Buyer.
- 4. ACCEPTANCE; RISK OF LOSS** – Buyer reserves the right to refuse any goods and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind Buyer to accept future shipments, nor deprive it of the right to return goods already accepted.
- 5. CONFORMING GOODS** – Acceptance of all or any part of the goods shall not be deemed to be a waiver of Buyer’s right either to cancel or to return all or any portion of the goods because of failure to conform to order, or by reason of defects, or other breach of warranty, or to make a claim for damages, including manufacturing costs and loss of profits or other special damages occasioned by the Buyer. Such rights shall be in addition to any other remedies provided by law.
- 6. INSPECTION** – Buyer reserves the right to inspect all Goods prior to shipment by Seller, and in furtherance thereof, Seller shall permit employees and/or representatives of Buyer and Buyer’s customer, and regulatory authorities to have access to Seller’s facilities at all reasonable hours. Where work is subcontracted to third parties, Seller shall secure rights for Buyer to inspect, test and review work at subcontractor’s premises. Notwithstanding such inspection, all Goods shall be subject to final inspection and approval by Buyer upon receipt. Buyer’s inspection, or its lack of inspection, shall not affect any express or implied warranties. If Buyer’s Order specifies that Goods shall be subject to inspection at Seller’s facilities, Seller shall provide reasonable space and assistance for the safety and convenience of Buyer’s employees and/or representatives and Buyer’s customer’s employees, and/or representatives. At the time of inspection, Seller shall make available to such representative’s copies of all specifications, drawings, and other technical data applicable to the Goods ordered. No inspection, test, delay or failure

to inspect or test, or failure to discover any defect or other non-conformance shall relieve Seller of any obligations under Buyer's Order or impair any rights or remedies of Buyer, including revocation of acceptance. Seller shall provide a Certificate of Conformity with all deliveries certifying that Goods delivered and/or Services performed meet all requirements of Buyer's Order and any Statement of Work thereunder. All nonconforming Goods and materials designated as scrap shall be permanently marked and controlled as such until physically rendered unusable. Unless otherwise agreed by Buyer in writing, Seller will deliver to Buyer a Material Certification and a Certificate of Compliance as to specifications approved by Buyer with respect to each product lot shipped. These Material Certifications and Certificates of Compliance shall be retained by the supplier indefinitely.

7. WORKMANSHIP AND CHANGE NOTICES – Seller will not make any changes in design, manufacturing or assembly processes, including location; or sources of supply of the products purchased hereunder without the express, written approval from a duly authorized representative of the Eptam Plastics' Purchasing Team.

8. WARRANTY – Seller warrants that all products and services will be free of any claims by third parties; in strict accordance with the specifications, samples, drawings or other descriptions approved by Buyer; and free from defects. Acceptance of this order shall constitute an agreement upon Seller's part to indemnify and hold the Buyer harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by Buyer by reason of the failure of the goods to conform to such warranties. Such indemnity shall be in addition to any other remedies provided by law and as to consequential damages shall be limited as provided in Section 2-715 (2) of The Uniform Commercial Code.

9. REGULATORY COMPLIANCE – Seller represents that the goods covered by this order have been manufactured and sold in compliance with the requirements of The Robinson-Patman Act, The Fair Labor Standards Act and other Federal, State and municipal laws, rules and regulations as applicable.

10. CONFLICT MINERALS – Buyer is committed to responsible sourcing from its suppliers, and Seller warrants that it has policies and procedures in place to determine whether parts and products supplied to Buyer are DRC conflict free (i.e., do not contain metals derived from "conflict minerals"). Conflict minerals include columbite-tantalite (tantalum), cassiterite (tin), gold, wolframite (tungsten), or their derivatives that directly or indirectly finance or benefit armed groups through mining or mineral trading in the Democratic Republic of the Congo or an adjoining country. Seller further warrants that it has established policies, due diligence frameworks, and management systems consistent with the Organization for Economic Co-operation and Development (OECD) Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas that are designed to accomplish this goal. Seller agrees to provide information to Buyer necessary for Buyer to comply with conflict minerals reporting requirements.

11. PACKING – All goods, wrappers and containers must bear markings and labels required by applicable federal, state and municipal laws and regulations for the protection and safety of persons and property and Seller warrants that prices include all charges for packing, crating and transportation to F.O.B. point.

12. SHIPPING – If the method of shipment is not specified on the face of the purchase order, the supplier will be held responsible for shipping via the most economical method.

13. INSURANCE – Do not insure any shipment with a value of less than \$500,000.00.