

1. Applicability

Products, a division of Airxcel Inc., (the “Buyer”) intends to contract with the party to whom the purchase order is addressed (the “Seller”) to purchase the goods specified on the face of the purchase order (the “Goods”) in accordance with and subject to these terms and conditions (the “Terms”); which, together with the terms and conditions on the face of the purchase order, constitute an order (the “Order”). Each Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of each Order. Each Order expressly limits Seller’s acceptance to the terms of each Order. These Terms prevail over any terms or conditions contained in any other documentation and expressly exclude and reject any of Seller’s general terms and conditions of sale or any other document issued by Seller in connection with each Order.

- (a) These Terms apply to any new or repaired, or replacement Goods provided by Seller hereunder.
- (b) Buyer is not obligated to any future or minimum purchase obligations beyond the specific quantities stated in each Order.

2. Acceptance

Each Order issued by Buyer is expressly limited to the terms and conditions contained therein, and to any additional items and conditions stated by Buyer in any additional documentation related to each Order. Acceptance of an Order by Seller may be made by signing and returning the acknowledgment copy hereof, or by other express acceptance, or by shipment of Goods hereunder. If Seller uses its own order acknowledgment or other forms to accept an Order, it is understood and mutually agreed to that said form shall be used for Seller convenience only and any terms or conditions contained therein inconsistent with or in addition to those contained herein shall be of no force or effect whatsoever between the parties hereto. Each Order is not binding on Buyer until Seller accepts the Order in writing or starts to perform in accordance with an Order. Buyer may withdraw an Order at any time before it is accepted by Seller.

3. Delivery Date

Seller shall deliver the Goods in the quantities and on the date(s) specified in an Order or as otherwise agreed in writing by the parties (the “Delivery Date”). If no delivery date is specified, Seller shall acknowledge receipt of an Order within ten (10) days of Seller’s receipt of an Order and shall specify a proposed Delivery Date. Buyer reserves the right to cancel an Order if the proposed Delivery Date is not satisfactory. If the proposed Delivery Date is accepted, then Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller’s failure to deliver the Goods on the Delivery Date.

4. Quantity

If Seller delivers more or less than the quantity of Goods ordered, Buyer may reject all Goods or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller's risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.

5. Delivery Location

All Goods shall be delivered to the address specified in each Order (the "Delivery Location") during Buyer's normal business hours or as otherwise instructed by Buyer. The address is identified on the face of each Order as "Ship To".

6. Shipping Terms

Delivery shall be made in accordance with the terms on the face of each Order or, if none are listed on the face of each Order, then terms shall be delivery at Buyer's location pursuant to DDP (Delivered Duty Paid) Incoterms® 2020 (formerly FOB (Free on Board) destination – prepaid). Seller shall give written notice of shipment to Buyer when the Goods are delivered to a carrier for transportation. Seller shall provide Buyer all shipping documents, including the commercial invoice, packing list, bill of lading, and any other documents necessary to release the Goods to Buyer within three (3) business days after Seller delivers the Goods to the transportation carrier. Each Order number must appear on all shipping documents, shipping labels, invoices, correspondence and any other documents pertaining to each Order. Under no circumstances shall Buyer be the importer of record for the Goods when shipped with a designation of DDP Incoterms® 2020.

When Goods are designated to be delivered DDP (Delivered Duty Paid) or are to be delivered DDP because no other delivery terms were specified, Seller shall deliver the Goods when the Goods are placed at the disposal of Buyer, cleared for import on the arriving means of transport ready for unloading at the designated Delivery Location. Seller has the obligation to clear the Goods not only for export, but also for import, to pay any duty for both export and import, and to carry out all customs formalities. Transfer of risk and transfer of title of Goods shall not occur until Goods have been delivered to the Delivery Location. When Goods are designated as FCA (Free Carrier At), Seller shall deliver the Goods to the named carrier defined by Buyer at Seller's premises or another named place. Buyer shall be financially responsible for payment of freight with named carrier/company for sea transport, overland transport, or a combination of the two. Risk of loss and title shall transfer to Buyer once Goods have been placed on the vessel or trailer for transport.

7. Title and Risk of Loss

Except as otherwise provided herein, and/or unless otherwise agreed in writing by both parties, title of Goods passes to Buyer upon delivery of Goods to the Delivery Location. Seller bears all risk of loss or damage to the Goods until delivery of the Goods to the Delivery Location.

8. Shipping Instructions

No charge shall be made to Buyer for drayage and packaging unless authorized by Buyer. Merchandise shipped by freight or express shall be packed, marked, and described and the carrier shall be selected so as to obtain the lowest rate possible under freight or express classifications or regulations, except when otherwise specified by Buyer, and penalties or increased charges due to failure to do so shall be charged to Seller. The foregoing notwithstanding, Seller shall comply with all instructions of Buyer as to packaging, marking, shipping and insurance. Prior to the passage of title to Buyer, the goods shall be held by Seller without risk or expense to Buyer.

9. Packaging

All Goods shall be packed for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition and in accordance with best industry standards. Seller must provide Buyer prior written notice if it requires Buyer to return any packaging material. Any return of such packaging material shall be made at Seller's expense.

10. Amendment and Modification. No change to an Order is binding upon Buyer unless it is in writing, specifically states that it amends the applicable Order and is signed by an authorized representative of Buyer.

11. Inspection and Rejection of Nonconforming Goods

Buyer retains the right to inspect the Goods

on or after the Delivery Date and, with respect to nonconforming Goods, may return Goods or hold Goods at Seller's risk and expense, and may in either event charge Seller with cost of transportation, shipping, unpacking, examining, repacking, reshipping, and other like expense. Promptly upon written request, and without expense to Buyer, Seller agrees to replace or correct defects or any rejected Goods or other Goods not conforming to the warranty set forth in Section 19. In the event of failure of Seller to replace or correct defects in nonconforming Goods promptly, Buyer, after reasonable notice to Seller, may make such corrections or replace such Goods and charge Seller for the cost incurred by Buyer in doing so. Time is of the essence in this transaction. In addition to its remedies for breach of contract, Buyer reserves the right to return Goods in unopened original packing to Seller if delivered to Buyer more than (5) days prior to the delivery date agreed to in the Order or (5) days after the delivery date shown in shipping instructions. If the delivery date shown in shipping instructions is revised by Buyer by written notification to Seller, then such five (5) day period shall not commence running until such revised delivery date. Also, Buyer reserves the right to refuse Goods delivered contrary to instructions or not in recognized standard containers. Buyer shall be under no duty to inspect Goods prior to use or resale, and neither retention, use, nor the resale of such Goods shall be construed to constitute an acceptance of Goods not in compliance with requirements of each Order.

12. Price

The price of the Goods is the price stated in each Order (the "Price"). If no price is included in an Order, the Price shall be the price set out in Seller's published price list in force as of the date of each Order.

Unless otherwise specified in each Order, the Price includes all packaging, transportation costs to the Delivery Location, insurance, customs, duties, and fees and applicable taxes, including, but not limited to all sales, use, or excise tax, material, labor, or transportation cost or otherwise. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer.

13. Taxes:

Any tax, tariff or duty which is imposed upon Seller by any governmental authority and included by the Seller in the price shall be separately stated on Seller's invoice(s).

14. Price Reductions

Seller shall give Buyer the benefit of any price reductions occurring before the specified shipping date or to actual times of shipment, whichever is later. Likewise, if Seller accepts an Order as a commission merchant, Seller shall obtain for Buyer from the manufacturer of such Goods, the benefit of price reductions to the specified date or to the actual time of shipment, whichever is later. Seller warrants the price for the articles sold to Buyer hereunder are not less favorable than those currently extended to any other customer for the same or similar articles in similar quantities.

15. Invoices and Charge Documents Seller shall invoice in duplicate, and all originals of all invoices, Government and commercial Bills of Lading, and air express receipts shall be made available to the Accounts Payable Department of Buyer when Goods are shipped. Packing slips must accompany each case, or container, showing the name of Buyer, and the Order Number and the Item number, a complete description of its contents, and a matching reference to the shipping term stated on the face of each Order. Except as otherwise provided on the face hereof, the contract price includes all cost and charges to be paid or reimbursed to Seller by Buyer, including without limitation, all applicable taxes and duties and all charges for packing, loading and transportation when applicable. Any exceptions must be specifically provided for on the face of an Order and shall then be listed as separate items on Seller's invoices. Seller shall ensure each Order and the Bill of Lading match in all areas including, but not limited to where the freight is deemed to be a part of Buyer's owned inventory via title transfer upon delivery of Goods to the Delivery Location. Seller shall clearly state on every Bill of Lading with each shipment the agreed to the term for the shipment in stating either (FCA (RV Products) or DDP (RV Products)). Any deviation on the Bill of Lading shall be at Seller's risk for financial responsibility to correct and re-submit for audit review.

16. Payment Terms

Seller shall issue an invoice to Buyer on or any time after the completion of delivery at the Delivery Location and only in accordance with the Terms. Buyer shall pay all properly invoiced amounts due to Seller in accordance with payment terms on the face of each Order, or if none are stated, within thirty (30) business days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. All payments hereunder must be in United States Dollars.

17. Setoff

Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller.

18. Warranties:

Unless otherwise agreed to by Buyer in writing, Seller warrants to Buyer that for a period of twenty-four (24) months from the Delivery Date, Seller warrants to Buyer that all Goods shall: (a) be free from any defects in workmanship, material, and design, but excluding design when the design is specified by Buyer; (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 design defects, liens, security interests, or encumbrances; and (f) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance, or payment of or for the Goods by Buyer. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods with forgoing warranties. All warranties contained herein shall survive inspection, test, and acceptance by Buyer. Seller agrees, at its own cost and expense, to defend and hold Buyer harmless from and against any and all claims made against Buyer based upon, relating to, or arising out of any claimed defects in the Goods or services sold to Buyer. Seller's warranties (and any consumer warranties, service policies, or similar undertakings of the Seller) shall be enforceable by Buyer and by any subsequent owner or user of the Goods.

19. Changes

Unless agreed in writing by Buyer, Seller shall not purchase materials, or make material commitments, or production arrangements, in excess of the amount, or in advance of the time necessary to meet Buyer's delivery schedule. Buyer shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost, or the time required for the performance, an equitable adjustment shall be made, and the applicable Order shall be modified in writing accordingly. Seller agrees to accept any such changes subject to this Section 19. This right to an adjustment shall be deemed waived unless asserted by Seller within (30) days after the change is ordered. Buyer or subsequent owner reserves the right to terminate any Order or any part thereof for its sole convenience. In the event of such termination, Seller shall immediately stop all work on such Goods and shall immediately cause any of its suppliers or subcontractors to cease such work. Seller shall be paid a reasonable termination charge consisting of a percentage of the applicable Order price reflecting the percentage of the work performed prior to the notice of termination. Such charge shall be Seller's only remedy for such termination. Seller shall not be paid for any work done

after receipt of the notice of termination nor for any work done by Seller's suppliers or subcontractors which Seller could reasonably have avoided.

20. Termination

Buyer may terminate each Order, in whole or in part, at any time, with or without cause, with respect to undelivered Goods. Buyer may terminate each Order for a cause in the event Seller fails to comply with any of the terms and conditions of each Order. Late deliveries, deliveries of Goods which are defective, or delivery of Goods which do not conform to an Order, and failure to provide Buyer, upon request, reasonable assurances of future performance shall all be causes allowing Buyer to terminate an Order for cause. In the event of termination for cause, Buyer shall not be liable to Seller for any amount, and Seller shall be liable to Buyer for any and all damage sustained by reason of the default which gave rise to the termination. In addition to any remedies that may be provided under these Terms, Buyer may terminate an Order with immediate effect upon written notice to Seller, either before or after the acceptance of the Goods, if Seller has not performed or complied with any of these Terms, in whole or in part. If Seller becomes insolvent, files a petition for bankruptcy or commences or has commenced against its proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then Buyer may terminate this Order upon written notice to Seller. If Buyer terminates an Order for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted by Buyer prior to the termination.

21. General Indemnification

Seller shall defend, indemnify, and hold Buyer harmless from and against any and all claims, demands, and/or causes of action seeking to recover any economic, property, personal injury and/or other damages incurred by or recovered from Seller predicated upon, arising out of or related to: (1) an alleged defect in the design, manufacture or assembly of any Goods or services provided by Seller to Buyer; (2) an alleged failure to warn of a risk any such Goods or services creates; (3) any recall pertaining to a condition of defect in any Goods supplied to Buyer by Seller; (4) Seller's breach of these Terms or of any warranty or representation given herein (5) the acts, omission or violation of any law of or by Seller or its representatives in connection with providing Goods to Buyer and/or in the course of any business with Buyer; (6) any injuries or damages claimed or sustained by Seller's representatives which occur on Buyer's premises. Seller must cooperate with Buyer in the defense or settlement of any such claims, demands, and/or causes of action; and/or (7) a security incident and/or breach resulting in the unauthorized access of confidential, proprietary, and/or personal data (including that of a retail owner) caused in whole or in part by Seller or Seller's Goods or services (including related software and services). This defense, indemnity, and hold harmless obligation includes holding Buyer harmless from and against all attorney fees and litigation expenses as well as any expenses or costs incurred for any recall. For the avoidance of doubt, Seller's obligations listed in this Section shall extend to Buyer, each of its current and future parents, subsidiaries, and affiliates, and the respective directors, officers, employees and agents of Buyer and its parents, subsidiaries, and other affiliates.

22. Confidential Information

All non-public, confidential, or proprietary information of Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as “confidential,” in connection with an Order is confidential, solely for the use of performing an Order and may not be disclosed or copied unless authorized by Buyer in writing. Upon Buyer’s request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) publicly known without a breach of an obligation of confidentiality owed to Buyer; (b) known to Seller at the time of disclosure, or (c) rightfully obtained by Seller on a non-confidential basis from a third party. Seller shall consider all information furnished by Buyer to be confidential and shall not disclose any such information to any third party or use such information itself for any purpose other than performing each Order unless Seller obtains prior written permission from Buyer to do so. This confidentiality requirement shall also apply to drawings, specifications, or other documents prepared by Seller for Buyer in connection with an Order, Seller shall provide confidential information only to those of its agents, servants, and employees who have been informed of the requirements of this Section and have agreed to be bound by them. Seller shall not advertise or publish the fact that Buyer has ordered Goods from Seller, nor shall any information relating to an Order be disclosed without Buyer’s prior written permission. Unless otherwise agreed in writing, no commercial, financial, or technical information disclosed in any manner or at any time by Seller to Buyer shall be deemed secret or confidential, and Seller shall have no rights against Buyer with respect thereto except such rights may exist under patent laws.

23. Tools, Dies, Etc.

Seller agrees that information, tools, jigs, dies, etc., drawings, patterns, and specifications supplied or paid for by Buyer shall be and remain Buyer’s property, shall be used only on Buyer’s Orders, and shall be held by Seller for Buyer unless Buyer directs otherwise. Seller shall account for such items and keep them in good working condition and fully covered by insurance at all times without expense to Buyer. Upon request from Buyer, Seller agrees to immediately return any and all Buyer owned tooling to Buyer or to Buyer’s designee. Seller waives any statutory or other liens right in Buyer’s tooling and agrees to promptly reimburse any legal fees or costs reasonably incurred by Buyer in enforcing its right to immediate possession of Buyer owned tooling. In the event Seller devises and incorporates any new features of design into any Goods made under an Order, Seller shall offer the new design to Buyer and give Buyer the option to have Seller incorporate the new features of design into new production with no additional cost to Buyer.

24. Intellectual Property Indemnification Seller shall, at its expense, defend, indemnify and hold harmless Buyer and any Indemnitee against any and all Losses arising out of or in connection with any claim that Buyer’s or Indemnitee’s use or possession of the Goods infringes or misappropriates the patent, copyright, trade secret, or other intellectual property rights of any third party. In no event shall Seller enter into any settlement without Buyer’s or Indemnitee’s prior written

consent. Without limiting the above remedy, if Buyer's use of any Goods is enjoined because of any actual or claimed infringement of patent, copyright, trade secret or other intellectual property rights of any third party, Seller shall at its expense use its best efforts to procure the right for Buyer to continue using such Goods. If Seller is unable to do so, Seller shall at its expense (a) replace such Goods with non-infringing Goods without loss of functionality; (b) modify the Goods to be non-infringing; or (c) if unable to replace or modify the Goods, refund in full all costs paid by Buyer for such Goods and reimburse Buyer upon demand for all additional costs incurred by Buyer in purchasing any replacement Goods.

25. Ethics and Legal and Regulatory Compliance

Seller covenants, represents, and warrants Seller is in compliance with and shall: comply with all applicable laws, regulations, ordinances, governmental rules, and orders (collectively, the "Laws") and shall conduct its business in a legally compliant and ethical manner, and specifically agrees as follows:

(a) Seller and Seller's Goods and services will comply with all applicable Laws, including, without limitation: (i) all applicable country laws relating to anti-corruption or anti-bribery, including the U.S. Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq). Seller shall, neither directly nor indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value received from Buyer to a non-U.S. public official or any person in violation of the FCPA and/or in violation of any applicable country laws relating to anti-corruption or anti-bribery;

(b) Seller acknowledges and accepts sole responsibility for maintaining an ethics and compliance program appropriate for its business throughout its business relationship with Buyer

(c) Seller may not offer to Buyer employees, and Buyer employees shall not accept, gifts or trips, other than inconsequential items or business courtesies which have little monetary value;

(d) Seller shall conduct its operations in a manner consistent with the Thor Industries, Inc. Business Ethics Policy, Anti-Corruption and Anti-Bribery (FCPA) Policy and Procedure, Seller Code of Conduct, Human Rights Policy, Environmental Policy all of which are available at: <https://ir.thorindustries.com/corporate-governance/governance-documents/default.aspx> or as Buyer may otherwise make available. Provided that, Seller agrees Buyer's/Thor's internal policies, procedures and codes are intended to guide the internal management of Buyer and are not intended to, and do not, create any right or benefit, substantive or procedural, enforceable at law or in equity, by the Seller against Buyer or its affiliates, including Thor Industries, Inc.;

(e) Under the Conflict Minerals provision (Section 1502) of the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank"), Thor Industries, Inc. and its subsidiaries (including Buyer) must conduct an inquiry of all members of its supply chain regarding the use of tin, tantalum, tungsten and gold (the "Conflict Minerals") in Goods supplied to the Thor companies and the origin of the Conflict Minerals in such Goods. Seller commits to comply with Section 1502 of Dodd-Frank and its implementing regulations, and agrees to cooperate fully with Thor and Buyer in its effort to comply with this requirement

(f) Seller guarantees, represents and warrants that any plant or plant product, including any part thereof or ingredient therein, sold under an Order complies with the Lacey Act, 16 U.S.C. § 3371-3376, and any related laws or regulations. This includes assurances that any plant or plant product to be supplied, imported, exported, transported, sold, received, acquired, or purchased has not been harvested, taken, possessed, transported, or sold in violation of any laws, including foreign laws, that (1) protect plants; (2) regulate the theft of plants; (3) regulate the taking of plants from a park, forest reserve, or other officially protected or designated areas; (4) regulate the taking of plants without, or contrary to, required authorizations; (5) require payment of appropriate royalties, taxes, or stumpage fees for the plant(s) or plant product(s); or (6) govern the export or transshipment of the plant(s) or plant product(s). Seller agrees to label and declare any plant or plant product sold under an Order in accordance with all applicable laws and regulations, including but not limited to the Lacey Act's provisions on labeling, 16 U.S.C. § 3372(d), and filing declarations, 16 U.S.C. § 3372(f). Seller acknowledges and accepts that its failure to comply with the laws and regulations applicable to this transaction, and specifically the Lacey Act, may result in the assessment against Buyer of substantial fines and penalties, as well as the seizure and/or forfeiture of noncomplying plant(s) or plant product(s). Without limiting the other indemnification provisions in an Order, Seller agrees to defend, hold harmless and indemnify Buyer for, from and against any claims, enforcement actions, losses, fines, civil forfeitures, costs, expenses or charges, including reasonable attorney fees, that Buyer incurs as a result of Seller's action or failure to act in compliance with the Lacey Act. Seller agrees to cooperate with any investigations or enforcement proceedings by agencies or other government authorities that relate to any plant or plant product in this transaction. In the event any plant or plant product is seized or forfeited by any government authorities due to Seller's action or inaction described above, Buyer will be entitled to (1) the amount paid for the plant(s) or plant product(s), or (2) replacement plant(s) or plant product(s) of similar or better quality.

(g) Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under an Order.

(h) Seller shall comply with all export and import laws of all countries involved in the sale of Goods under an Order. Seller assumes all responsibility for shipments of Goods requiring any government import clearance.

(i) Buyer may terminate an Order if any government authority imposes antidumping duties, countervailing duties, or any retaliatory duties on the Goods.

26. Limitation of Liability

Nothing in this Order shall exclude or limit

(a) Seller's liability under Sections 17, 18, 19, and 25 hereof, or (b) Seller's liability for fraud, personal injury or death caused by its defective Goods, negligence, or willful misconduct or willful misconduct.

27. Force Majeure

Neither party shall be liable to the other for any delay or failure in performing its obligations under an Order to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable ("Force Majeure Event"). Force Majeure Events include but are not limited to acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, hostilities, terrorist acts, riots, strike, embargoes or industrial disturbances. Seller's economic hardship or changes in market conditions are not considered Force Majeure Events. Seller shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under an Order. If a Force Majeure Event prevents Seller from carrying out its obligations under an Order for a continuous period of more than 30 business days, Buyer may terminate an Order immediately by giving written notice to Seller.

28. Waiver

No waiver by any party of any of the provisions of an Order shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in an Order, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from an Order shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

29. Assignment

Seller shall not assign, transfer, delegate, or subcontract any of its rights or obligations under an Order without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Seller of any of its obligations hereunder. Buyer may at any time assign, transfer or subcontract any or all of its rights or obligations under an Order without Seller's prior written consent

30. General Provisions

(a) Seller shall obtain at Seller's expense, Comprehensive General Liability Insurance including Contractual Liability and Products liability covering Seller's premises and operations and products with minimum limits of \$3,000,000 per occurrence, \$3,000,000 aggregate bodily injury, and \$300,000 property damage in company or companies as shall be satisfactory to Buyer; and, shall upon request, furnish Buyer with a certificate of insurance certifying to the existence of same. All such policies and the certificate of insurance shall provide that the coverage shall not be terminated or changed without at least thirty (30) days prior written notice to Buyer. Buyer shall be added as additional insured under a broad form vendor's endorsement. In the event that Seller's obligations under an Order require or contemplate performance of services by Seller's employees, or other persons under contract to Seller, to be done on Buyer's property or property of Buyer's customers, Seller agrees that all such work shall be done as an independent contractor, and that the persons doing such work shall not be considered

employees of Buyer. Seller shall maintain all necessary insurance coverage, including public liability and Workmen's Compensation Insurance. Seller shall indemnify and save harmless and defend Buyer from any and all claims or liabilities arising out of the work covered by this Section.

(b) Goods ordered hereunder to be made with use of Buyer's confidential information, designs, trademarks or trade names or with the trademarks or trade names of Buyer's customers shall be furnished by Seller exclusively to Buyer. Any excess of such inventory shall be destroyed by Seller at its own expense.

(c) Seller warrants that it has neither accepted nor paid any gratuities of any kind from or to any employees of Buyer in connection with the placement of an Order.

(d) Seller shall cooperate fully with Buyer at Seller's expense in obtaining approvals of the Goods requested by Buyer from certifying organizations such as Underwriters Laboratories.

(e) Any Goods that are hazardous shall be packaged, marked, and shipped by Seller to comply with all special Buyer requirements. Seller shall furnish Buyer a Material Hazard Data Sheet and a letter of compliance covering Conflict Minerals and ROHS compliance for all such Goods.

(f) Buyer may waive performance of any condition, but waiver by Buyer of a condition shall not be considered a waiver of that condition for succeeding performance. None of Buyer's remedies hereunder shall exclude its pursuit of other legal remedies.

(g) If any manufacturer's excise tax, value-added tax, or other tax measured by selling price is included in or added to the price of Goods paid by Buyer, then, in the event all or any part of that tax shall be refunded to Seller, Seller shall promptly remit such refund in full to Buyer.

(h) Any and all disputes arising between Buyer and Seller in connection with this transaction (other than actions for contribution or indemnity with respect to court actions involving third parties) shall be exclusively and finally decided by arbitration in Kansas under the commercial arbitration rules of the American Arbitration Association. The arbitration award shall be final and non-appealable. There shall be three (3) arbitrators, one chosen by each party and the third chosen by the first two, or in the event of their failure to agree by the commercial arbitration rules of the American Arbitration Association. The arbitrators shall reach their decision, and state it in writing with reasons for it, within twelve months after the appointment of the third arbitrator.

31. Relationship of the Parties

The relationship between the parties is that of independent contractors. Nothing contained in an Order shall be construed as creating any agency, partnership, joint venture, or other forms joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from an Order.

32. No Third-Party Beneficiaries. Each Order is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

33. Governing Law

All matters arising out of or relating to an Order shall be governed by and construed in accordance with the internal laws of the State of Kansas without giving effect to any choice or conflict of law provision or rule (whether of the State of Kansas or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Kansas.

34. Submission to Jurisdiction

Subject to the obligations of the parties to resolve disputes via arbitration pursuant to Section 31(h), any legal suit, action or proceeding arising out of or relating to an Order shall be instituted in the federal courts of the United States of America or the courts of the State of Kansas located in the City of Wichita, Kansas, if in federal court, and in the City of Wichita, Kansas, if in state court, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

35. Cumulative Remedies

The rights and remedies under an Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

36. Notices

All notices, requests, consents, claims, demands, waivers, and other communication hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of an Order or to such other address that is designated by the receiving party in writing. All Notices shall be delivered by local mail, facsimile transmission, electronically transmitted, personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). All notices required under an Order shall be in writing and be deemed given when delivered by hand or upon confirmed receipt of a facsimile transmission, two (2) days after being deposited with an overnight courier, at the time received by the addressee if communicated through e-mail, or five (5) days after mailing, postage prepaid by registered or certified mail, written receipt requested. Except as otherwise provided in an Order, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

37. Fair Labor Standards

Seller hereby agrees to comply with all applicable requirements of section 6, 7, and

14 of the Fair Labor Standards Act, as amended, in the performance of work hereunder, and with all applicable regulations and Orders issued under Section 16 thereof. All invoices (packing slips if no invoices are issued) shall contain the following written Assurance, "we hereby certify that these goods were produced in compliance with all applicable requirements of section 6, 7, and

14 of the Fair Labor Standards Act, as amended and of regulations and orders of the United States Department of Labor issued under Section 16 thereof".

38. Affirmative Action

During the performance of an Order Seller agrees to comply with Executive Order 11246 of September 24, 1965 (as may be amended), and with the rules, regulations, and relevant orders of the Secretary of Labor, and with all other applicable laws and regulations. Seller shall, upon request, execute Buyer-required certificates detailing required civil rights compliance including Equal Opportunity, Non-Segregated Facilities, Minority Business, Employment of Veterans, and Employment of Handicapped Persons.

39. Severability

If any term or provision of an Order is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

40. Survival

Provisions of an Order which by their nature should apply beyond their terms shall remain in force after any termination or expiration of an Order including, but not limited to, the following provisions: 17, 18, 20, 31,33, 34 and 40.