

All purchase orders (including this "Order") issued by Post Glover Resistors Inc. or any employee thereof (hereinafter referred to as "Buyer") shall be subject to the following terms and conditions (the "Terms") in their entirety.

1. **TERMS OF CONTRACT:** No terms and conditions other than these Terms applicable to this Order, including any terms and conditions in any document attached to or incorporated by reference, shall be binding upon Buyer unless accepted by it in writing signed by the Buyer's Supply Chain Manager or President or President's designee. Notwithstanding any other provision of this Order, Buyer reserves expressly the right to revoke this Order at any time prior to receipt of notice of acceptance by Seller. Acceptance is limited to the terms stated herein. All terms and conditions contained in any prior proposal or acknowledgment of this Order that are different from or in addition to the terms and conditions of this Order are hereby rejected and shall not be binding on Buyer, whether or not they would materially alter this Order, and Buyer hereby objects thereto. Seller will be deemed to have assented to all terms and conditions contained herein if any part of the goods and/or service covered by this Order is shipped or an invoice is presented in connection with the said goods and/or services.
2. **NOTICE OF DISCONTINUANCE AND OBSOLESCENCE:** Seller acknowledges that Buyer may have designs and contracts that require said goods to be supplied over long periods of time. Seller agrees to give Buyer at least one hundred eighty (180) calendar days prior written notice of discontinuance or obsolescence of any good purchased by Buyer within the previous two years. Failure to give such notice will give the Buyer the right to purchase discontinued or obsolete goods from Seller with no premium or penalty for a period of ninety (90) calendar days from the date that Buyer becomes aware that goods have become discontinued or obsolete.
3. **SPECIFICATIONS:** All specifications, drawings and data submitted to Seller by Buyer in connection with this agreement are hereby incorporated herein and made a part hereof.
4. **CONFIDENTIALITY:** Each party acknowledges that its respective performance of its obligations hereunder may require that it have access to confidential business and proprietary information of the other. Each party agrees on behalf of itself and its officers, directors, employees and agents to use its/their best efforts to prevent either duplication or disclosure of data, plans, specifications, formulae, drawings or any other information whether business or technical, of a confidential nature, which has been furnished directly or indirectly, in writing or otherwise, to the other. "Confidential Information" shall include information designated as such by a party and such information as would be apparent to a reasonable person, familiar with the disclosing party's business and the industry in which it operates, that such information is of a confidential or proprietary nature and that maintenance of its confidentiality would likely be of commercial value to the disclosing party. "Confidential Information" shall not include information that is in the public domain prior to its disclosure, becomes part of the public domain through no wrongful act of the receiving party, was in the lawful possession of the receiving party prior to its disclosure to the receiving party or was independently developed by the receiving party.
5. **COMPLIANCE WITH LAWS:** Seller shall comply with all applicable Federal, State and local laws, rules and regulations, including without limitation, any such laws, rules and regulations in any way pertaining to the manufacture, labeling, invoicing and sale of the goods covered by this Order, and Seller by accepting this Order, certifies that the goods provided to Buyer comply with all such laws, rules and regulations. Seller further agrees to assume all responsibility for and save harmless Buyer, its employees and agents from and against any liability or damages for violation of any such laws, rules or regulations, or non-compliance therewith by Seller. Seller shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.
  - a. **RoHS:** Seller warrants and agrees that the goods or services sold to Buyer under this Order and specified to be "RoHS compliant" shall be fully compliant with the European Union Directive No. 2002/95/EC on the Restriction of Hazardous Substances ("RoHS"). Upon Buyer's request, Seller shall promptly provide Buyer with access to all necessary information and records evidencing the goods' RoHS compliance. Additionally, Seller shall promptly provide material declarations upon request with respect to the goods provided to Buyer hereunder.
  - b. **REACH:** Seller warrants and agrees that each chemical substance or its preparations on their own or contained in goods sold or otherwise transferred to Buyer is pre-registered if required, and registered if required, under Regulation (EC) No. 1907/2006 ("REACH"), is not restricted under Annex XVII of REACH and if subject to authorization under REACH, is authorized for Buyer's use. Seller shall notify Buyer if it decides not to pre-register or register substances that will be subject to registration under REACH and that are contained in goods supplied to Buyer or supplied to Buyer on their own at least 12 months before their registration deadline. Upon request from Buyer, Seller shall provide Buyer with access to all relevant information on substances meeting the criteria under REACH Annex XIV (the "candidate list") including the name of the substance, where the substance is used, and sufficient information to allow Buyer to safely use the goods or fulfill its own obligations under REACH.
6. **SEC:** Section 1502: Seller warrants and agrees that all products applicable under the SEC Section 1502 requirement for reporting conflict minerals originating from the Democratic Republic of Congo (DRC) have been properly reported and are disclosed to purchaser in documents accompanying shipments of any minerals subject to this provision.
7. **STATE LAW:** This Order shall be governed in all respects by the internal laws of the Commonwealth of Kentucky without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Kentucky and all actions commenced pursuant hereto shall be brought in a court of competent jurisdiction residing in Boone County, Kentucky.
8. **FAIR LABOR STANDARDS ACT:** In accepting this Order, Seller represents and warrants that the goods and/or services to be furnished hereunder were or will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, the Orders and regulations issued pursuant thereto. Unless otherwise agreed in writing, Seller shall insert a certificate indicating such compliance on all invoices submitted in connection with this Order.
9. **DEFAULT:** Neither Seller or Buyer shall be considered in default in the performance of its obligations herein to the extent that performance of such is delayed or prevented due to causes beyond the control of said party, including, but not limited to, acts of God, war, revolution, civil commotion, blockade or embargo, any law, order, regulation, ordinance, of any government, fires, floods, unavoidable casualties, strikes, labor disputes, and other causes beyond the reasonable control of either party. Notwithstanding the aforementioned, in the sole event that the Buyer incurs damages as a result of the Seller's delay in delivering goods subject to this Order, Seller shall be liable for such damages notwithstanding that such are due to causes beyond Seller's control or result without fault or negligence of Seller. Buyer may by written notice of default to Seller (a) terminate the whole or any part of this Order in any one of the following circumstances: (i) if Seller fails to perform within the time specified herein or any extension thereof; or (ii) if Seller fails to perform any of the other provisions of this Order, including by delivering non-conforming or defective goods, or so fails to make progress as to endanger performance of this Order in accordance with its terms; or (iii) if the Seller shall become insolvent or make a general assignment for the benefit of creditors or if a petition under any bankruptcy act or similar statute is filed by or against the Seller, and in any of these circumstances (i) through (iii) does not cure such failure within a period of ten (10) days or such longer period as Buyer may authorize in writing; and (b) upon such termination Buyer may procure, upon such terms as it shall deem appropriate, supplies or services similar to those so terminated ("Cover"), in which case Seller shall continue performance of this Order to the extent not terminated and shall be liable to Buyer for any excess costs for such Cover. As an alternate remedy, and in lieu of termination for default, Buyer, at its sole discretion, may elect (a) to extend the delivery schedule and/or (b) to waive other deficiencies in Seller's performance, in which case an equitable reduction in the Order price shall be granted. Buyer shall have the right at any time to require assurance of performance from Seller. In the event Seller for any reason anticipates difficulty in complying with the required delivery date or performance schedule, or in meeting any of the other requirements of this Order, Seller shall promptly notify Buyer in writing. If Seller does not comply with Buyer's delivery schedule or performance schedule, Buyer may require delivery by fastest means and charges resulting from the premium transportation must be fully prepaid and absorbed by the Seller. The rights and remedies of the Buyer provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Order.
10. **REJECTIONS:** If any of the goods and/or services furnished hereunder are found at any time to be defective in material or workmanship or otherwise not in conformity with the requirements of this Order, Buyer, in addition to any other rights which it may have under this Order and all applicable warranties or otherwise, including the right to procure Cover at Seller's expense, may at its option correct or have corrected the nonconformity at Seller's expense, or reject and return such goods and/or discontinue such services at Seller's expense. Such goods and/or services shall not be replaced or continued by Seller without written authorization from Buyer. Buyer may accept, without prejudice, a portion of any shipment, and, at its option, have Seller repair or replace any non-conforming portion of the shipment, at Seller's expense. The Seller, at its expense and at its risk, shall remove items rejected promptly. Final acceptance shall not be conclusive with respect to latent defects, fraud or such gross mistakes as amount to fraud or with respect to the Buyer's rights under the "Warranty" clause.
11. **SET-OFF:** Buyer shall be entitled at all times to set-off or recoup any amount owing at any time from Seller to Buyer or any of its affiliates against any amount payable at any time by Buyer in connection with this Order.
12. **TERMS:** The Order price shall not be increased nor the terms hereof changed without the Buyer's written consent. The Seller warrants that the prices of the items covered by this Order are not in excess of the Seller's lowest lawful prices in effect on the date of this Order for comparable quantities of similar items. Seller will not issue an invoice to Buyer prior to delivery of the goods and/or completion of the Services (as applicable) and then only in accordance with these Terms. All invoices and payments hereunder will be denominated in US dollars, unless otherwise required by

Law or agreed to by the parties. If Seller offers cash discounts for early payment, the period of time agreed upon as constituting "early payment" shall begin with the later of the invoice date or receipt of goods. "Net invoices" will be paid on the last day of the following month. Unless freight or other charges are itemized, the discount will be taken on the full amount of the invoice.

13. **PAYMENT:** Buyer will pay all properly invoiced amounts due to Seller in accordance with the payment terms specified in the Purchase Order. If no payment terms are specified, Buyer will pay all properly invoiced amounts due to Seller within forty-five (45) days after Buyer's receipt of such invoice. Upon submission of proper invoices, Buyer shall pay the Order price set forth herein for material and supplies delivered and accepted or services rendered and accepted; however, payment may be withheld or portions thereof deducted or set-offs made against Seller if Seller is not performing work in accordance with the provisions of this Order. There will be no minimum charges honored unless specifically agreed to prior to shipment.
14. **HAZARDOUS MATERIALS REPORTING:** If any of the items ordered herein constitute or contain "hazardous or toxic chemicals" as defined by any applicable Federal, State or local law, rule or regulation, Seller shall provide at the time of delivery all required notices and information, including without limitation all Material Safety Data Sheets ("MSDS") in approved form. Seller agrees to maintain such information current and shall provide Buyer with any amended, altered or revised information on a timely basis. When this Order or the specifications referred to herein requires documentation or certification, this requirement is a material requirement of this Order; Seller's failure to provide such information prior to or at the time of delivery may result in withholding of payment until such is provided.
15. **DELIVERY SCHEDULE:** Time is of the essence in the fulfillment of this Order. This Order is subject to cancellation if not delivered at the specified time. The Buyer reserves the right to refuse deliveries made in advance of the delivery schedule. Goods delivered after the time specified may be returned at the Seller's expense for full credit. Retention of all or any part of such merchandise shall not be considered acceptance of it. Acceptance of such merchandise shall not be deemed a waiver of the Buyer's right to hold the Seller liable for any loss or damage resulting from a tardy delivery, nor shall it act as a modification of the Seller's obligation to make future deliveries in accordance with the delivery schedule. Buyer shall be reimbursed in full for all goods returned. In addition thereto, Buyer shall have the privilege, if shipment is not made on time, to cover by purchasing similar merchandise in the open market in such quantities as Buyer may find necessary not exceeding the amount called for in this Order and hold Seller responsible for the difference, if any, between the price of the Cover and the Order price.
16. **SHIPMENT:** All goods shall be properly packed for shipment. The Seller shall comply with the Buyer's standard routing and shipping instructions issued by the Buyer. If such instructions are not attached hereto or have not been previously received, instructions must be requested from the Buyer immediately. No additional charge will be allowed for packing, crating, freight, express or cartage unless specified on the face of the Order. Any loss or damage, whenever occurring, which results from Seller's improper packaging or crating shall be borne by Seller. All items shall be properly identified with Buyer's Order number releasing shipments against this Order and the Order item number or other identification number shown.
17. **PATENT AND COPYRIGHT INDEMNITY:** Seller represents and warrants that neither the merchandise nor the sale thereof covered by this Order will infringe upon or violate any trademarks, patents, copyrights or other legal rights of third parties. Seller shall indemnify and save Buyer harmless from and against any and all claims, liability, loss, costs, attorneys' fees, expenses and damages due to or arising from any such alleged infringement or violation.
18. **INDEMNIFICATION:** To the fullest extent permitted by law, Seller shall indemnify, save harmless, and defend Buyer and its affiliated companies, their customers, directors, officers, employees and agents, from and against any loss, liability, cost, expenses, suits, actions, claims and all other obligations and proceedings whatsoever, including without limitation, all judgments rendered against, and all fines and penalties imposed upon Buyer and any reasonable attorney's fees and any other cost of litigation including, but not limited to, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (hereinafter collectively referred to as "liabilities") arising out of or occurring in connection with the goods or injuries to persons, including death, or damage to property, caused in any way by Seller, its employees, agents, subcontractors, or in any way attributable to the goods or the performance and prosecution of the work herein contracted for, including without limitation breach of warranty or product liability except that Seller's obligation herein to indemnify Buyer shall not apply to any liabilities arising from Buyer's sole negligence. Seller agrees to expressly waive its immunity, if any, under the applicable workers' compensation law if such immunity may affect this indemnification obligation. Seller shall not enter into any settlement without Buyer's prior written consent.
19. **INSURANCE:** Seller shall at its own expense maintain and carry insurance in full force and effect which includes, but is not limited to, (i) commercial general liability (including but not limited to product liability) with limits no less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate, (ii) worker's compensation with limits no less than the greater of (A) \$500,000, or (B) the minimum amount required by applicable law, (iii) commercial automobile liability with limits no less than \$750,000, combined single limit for each occurrence involving personal injuries and/or property damage and such other insurance, as is required by law or as is the common practice in Seller's trades or businesses, whichever affords greater coverage. Seller will
20. **WAIVER:** The Buyer's failure to insist upon strict compliance shall not be deemed to be a waiver of any right granted Buyer herein. Buyer shall not be deemed to waive any such right unless such waiver is in writing signed by the Buyer's President; such waiver shall not constitute a waiver of any other default under this Order.
21. **TAXES:** Unless prohibited by law, the Seller shall pay all federal, state or local tax, transportation tax, or other tax which is required to be imposed upon the goods ordered hereunder, or by reason of their sale or delivery; the Order price shall be deemed to include such taxes.
22. **WARRANTY:** Seller warrants that (i) it has clear and unencumbered title to all goods furnished pursuant to this Order and that those goods are being delivered to Buyer free and clear of any encumbrances or adverse interest; (ii) all such goods shall conform to the Seller's specifications, the requirements of this Order and applicable specifications, drawings, designs, samples, and other requirements specified by Buyer; (iii) such goods shall be merchantable and fit and safe for the Buyer's or its customer's intended uses and purposes; (iv) such goods shall be free from defects in design, material and workmanship; and (v) the goods do not and will not infringe or misappropriate any third party's patent or other intellectual property rights (collectively, the "Seller's Warranty"). Seller's Warranty shall remain in effect for a one (1) year period after acceptance of the goods by the Buyer's customers, or for such longer period of time as the goods are normally warranted or negotiated. The Seller's Warranty shall survive any delivery, inspection, acceptance, or payment of or for the goods by Buyer and neither approval by the Buyer of the Seller's design nor acceptance of the goods shall release or discharge Seller from liability for damages resulting from a breach of Seller's Warranty. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the goods with the Seller's Warranty. If any defect, failure or other non-conformity appears, Buyer shall have the right to take the following actions: (1) retain such defective items and an equitable adjustment will be made in the Order price for such defective items; (2) require Seller to repair or replace such defective items, at the Seller's sole expense, including all shipping, transportation, and installation costs; or (3) correct or replace such defective items with similar items and recover the total cost thereof from the Seller. The Seller's Warranty shall run to Buyer, its customers and their successors in title and shall not be deemed to be exclusive, but shall be in addition to Buyer's other rights under the terms of this Order or at law or equity.
23. **TERMINATION BY BUYER:** Buyer shall have the right for and at its convenience to terminate this Order in whole or in part at any time, and from time to time, by written or email notice effective upon receipt by Seller, even though Seller is not in breach of any obligation hereunder. Upon receipt of notice of termination, Seller shall immediately discontinue performance and shall comply with Buyer's instructions concerning disposition of completed and partially completed goods, work in progress and materials acquired pursuant to this Order. In the event of such termination, Seller shall be paid an amount in settlement to be mutually agreed upon by the parties which shall cover Seller's reasonable costs of performance incurred prior to termination in connection with the goods for which this Order is terminated plus a reasonable profit based upon such costs. However, said payment shall not exceed the price specified herein for such goods. In no event shall the Seller be entitled to recover incidental or consequential damages. Seller shall advise the Buyer, in writing, of Seller's claim, if any, for termination costs within ten (10) days after receipt of the notice of termination.
24. **ENTIRE AGREEMENT:** This Order constitutes the entire agreement between the parties and contains all the agreements and conditions of sale; no course of dealing or usage of the trade shall be applicable unless expressly incorporated in this Order. The terms and conditions contained in the Order may not be added to, modified, superseded or otherwise altered except by a written modification signed by the Buyer's Supply Chain Manager or President or President's designee. Each delivery shall be deemed to be only upon the terms and conditions contained in this Order, which shall supersede all inconsistent provisions included in Seller's proposal and in any subsequent acknowledgment by Seller, notwithstanding the Buyer's act of accepting or paying for any delivery or similar act of the Buyer.
25. **LIMITATION OF LIABILITY:** EXCEPT AS PROHIBITED BY LAW, BUYER'S MAXIMUM LIABILITY TO SELLER SHALL NOT EXCEED THE AGGREGATE AMOUNT PAYABLE UNDER THIS ORDER.
26. **ASSIGNMENT:** Seller shall not assign, transfer, or delegate any of its rights or obligations under this 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 the Seller of any of its obligations hereunder. Buyer may at any time assign, transfer, or delegate any or all of its rights or obligations under the Order without Seller's prior written consent.
27. **RELATIONSHIP OF THE PARTIES:** The relationship between the parties is that of independent contractors. Nothing contained in the Order shall be construed as creating any agency, partnership, joint venture, or other form of 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.
28. **NO THIRD-PARTY BENEFICIARIES:** This Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing in this Order, express or implied, is intended to or shall confer upon any other individual or entity any legal or equitable right, benefit, or remedy of any nature whatsoever

under or by reason of this Order.

29. **SEVERABILITY:** If any term or provision of this Order is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Order or invalidate or render unenforceable such term or provision in any other jurisdiction.
30. **SURVIVAL:** Subject to the limitations and other provisions of this Order: (a) the representations and warranties of the Seller contained in the Order shall survive its expiration or earlier termination; and (b) the following provisions, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of the Order: Set-Off, Warranty, Indemnification, Patent and Copyright Indemnity, Insurance, Compliance with Laws, Confidentiality, and Survival.