

## **STANDARD TERMS AND CONDITIONS OF PURCHASE**

Cumi America, Inc. Industrial Ceramics Division, a Kentucky corporation, having a principal place of business at 110 Crown Court Oakdale, Pennsylvania 15071, and its parent(s), subsidiary(ies) and affiliate(s) (collectively "Cumi") shall purchase the goods (the "Goods") described in the Purchase Order from you as the supplier ("Supplier") and in accordance therewith and with these Standard Terms and Conditions of Purchase (collectively this "Agreement").

**1. OFFER AND ACCEPTANCE.** Any terms and conditions included in any order or other documentation of Supplier (or which are posted on Supplier's website or included in an email transmission, or which are communicated orally, in writing, electronically, or through any other medium) which oppose, deviate from or add to this Agreement shall be void and unenforceable unless Cumi has duly approved it in writing. This Agreement may only be modified by mutual agreement of the parties.

**2. WARRANTIES.** Supplier warrants that, from the date of tender and delivery of the Goods and for a period of two (2) years thereafter, the Goods are authentic and will be merchantable and free from defects in materials, design and workmanship (whether or not approved by Cumi); (ii) will conform to all applicable descriptions, specifications, drawings, plans, instructions, data, samples and models, including those provided by Supplier after contract formation; (iii) will be fit for the particular purposes(s) for which the Goods are required and Supplier acknowledges that Cumi is relying on Supplier's skill or judgment to furnish suitable goods; (iv) will be composed of all new components; (v) will be free and clear of all liens, encumbrances, any actual or claimed patent, copyright or trademark infringement or other colorable claims; and (vi) will be manufactured and sold in compliance with all applicable federal, state and local laws, regulations or orders and trade standards applicable to the Goods. Supplier acknowledges and accepts that the foregoing warranties shall automatically transfer to Cumi's customer and end-user of the Goods.

**3. DELIVERY.** The Goods will be delivered in strict conformity with the date listed on the Purchase Order. Time for delivery is of the essence.

**4. REJECTION AND REVOCATION OF ACCEPTANCE:** Cumi has the right, before payment or acceptance of the Goods, to inspect the Goods at any reasonable place and time and in any reasonable manner. Neither the inspection, testing, payment or auditing of any of the Goods, nor the failure to do so, before delivery to Cumi constitute acceptance of any of the Goods, or relieve Supplier from exclusive responsibility for furnishing the Goods in strict conformance with Cumi's specifications. If, in Cumi's judgment, the Goods or the tender of delivery fail in any respect to conform to this Agreement, Cumi may (a) reject the whole; (b) accept the whole; or (c) accept any commercial unit or units and reject the rest. Supplier agrees that any notification of nonconformity by Cumi, in whatever form, suffices to inform Supplier that the transaction is claimed to involve a breach, and that Supplier will be responsible for any losses resulting from the nonconformity. In an appropriate case, Cumi may revoke its acceptance of the Goods. Supplier agrees that Cumi's acceptance of the Goods is reasonably induced by Supplier's assurances of the Goods' quality and conformity to the terms of this Agreement.

**5. TERMS OF PAYMENT:** Supplier will promptly submit to Cumi correct and complete invoices, supporting documentation and other information reasonably required by Cumi in connection with the delivery of the Goods. Any cash discounts will be based on the full amount of the invoice, less freight charges and taxes if itemized separately on the invoice. Delay in receiving valid invoices or the Goods will be considered good cause for withholding payment without losing cash discount privileges. If the production or delivery of the Goods covered by this Agreement may give rise to mechanics' or other similar liens, payment will not be due and the cash discount period will not commence until Supplier has obtained and delivered to Cumi a complete release and discharge of all liens arising out of the production or delivery of the Goods or receipt in full covering all labor and materials for which a lien could be filed or a bond satisfactory to Cumi indemnifying it against any lien.

**6. TAXES.** Supplier will bear and pay all applicable taxes of the United States or any state or any foreign government including political subdivisions of any of them, which are based on or measured by net income, gross income or gross receipts including any withholding taxes levied against Supplier

**for the privilege of doing business in a jurisdiction.** If Supplier is required by law to collect sales and use tax (including any gross receipts tax imposed similar to a sales and use tax) from Cumi on behalf of any taxing jurisdiction, Supplier will provide to Cumi invoices which separately state and clearly indicate the amount of tax and Cumi will remit any such tax to Supplier. Supplier will have the responsibility of complying with all applicable foreign, national, state or local laws regarding value added tax and sales and use tax or substitutes therefor including registration, collection of taxes and the filing of returns where applicable. Notwithstanding whether Supplier must collect sales and use tax from Cumi, Supplier will state on every invoice the taxing jurisdiction (e.g. country, state and local jurisdiction) in which the Goods were provided. If applicable, in lieu of payment for any sales and use tax, Supplier will accept a properly executed exemption or direct pay certificate from Cumi. The determination of whether an exemption or direct pay certificate will be submitted to Supplier in lieu of payment for any sales and use tax will be made by Cumi on a location by location basis. With the exception of sales and use tax as described above, all other taxes, however denominated or measured, imposed upon Supplier, or the price or compensation under this Agreement, or upon the Goods provided hereunder, will be the responsibility and liability of Supplier.

**7. INSURANCE.** Supplier agrees: (i) to maintain in full force and effect casualty, property, and other lines of insurance of the types, on the terms and in the amounts commensurate with its business and risks associated therewith (“Insurance”) and to comply with applicable workers compensation insurance laws regarding insurance or qualification as a self-insurer; and (ii) to be solely responsible for any deductibles, self-insured retentions, or other form of self-insurance under the policies of Insurance.

**8. INDEMNIFICATION.** Supplier will indemnify, defend, and hold harmless Cumi, its directors, officers, employees, subcontractors, agents, representatives, successors and assigns (“Indemnitees”) from and against all liabilities, expenses, suits, claims, actions, demands, judgments, settlements, costs, losses, fines and penalties, including but not limited to reasonable attorney fees, costs and expenses of litigation (“Claims”), that arise out of or are related to: (i) liens on the Goods; (ii) defects in the Goods or the manufacture or use of the Goods; or (iii) Supplier’s breach of any of the provisions of this Agreement or claims related to any agreement in connection with the Goods between the Supplier and a third party, whether Claims are caused in whole or in part by any negligence or any act or omission of Supplier, its directors, officers, employees, subcontractors, agents, representatives, successors, or assigns.

**9. COMPLIANCE WITH LAWS.** Supplier warrants that the Goods will comply with all applicable Federal, state and local laws (and with the regulations, guidelines, orders and standards thereunder, including where applicable, but not limited to the Fair Labor Standards Act, the Civil Rights Act of 1964, the Occupational Safety and Health Act of 1970, the Toxic Substance Control Act (Public Law 94-469), and any amendments thereto. Supplier agrees to give Cumi all such compliance certificates, notices, and reports as may be either required or otherwise necessary and to appropriately label all goods supplied under this Order in the manner required by any such applicable legislation, regulations, guidelines, orders, or standards.

**10. CONFLICT MINERALS.** The Goods supplied by Supplier to Cumi that contain conflict minerals as defined by Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Act”) and U.S. Securities and Exchange Commission regulations implementing the Act (the “Rule”) will only come from sources that are not known by Supplier, after due inquiry, to directly or indirectly finance or benefit armed groups or conflict, including in the Democratic Republic of the Congo or any adjoining country. Supplier agrees to: (i) cooperate with Cumi in conducting any due diligence in accordance with the Rule; (ii) comply with reasonable requests for information in order to facilitate compliance with the Rule and any other similar law, rule or regulation currently in place or adopted in the future; and (iii) maintain records related to the Rule.

**11. DATA PRIVACY.** Supplier warrants that Supplier’s processes, services and treatment of all personal data it receives, accesses and/or processes on behalf of Cumi and/or Cumi’s employees, customers or suppliers, comply with applicable laws of all states and countries regarding personal data, including, but not limited to, the U.S. Department of Commerce Safe Harbor Guidelines (“Guidelines”) and/or the General Data Protection Regulation (2016/679) (“Directive”) (as amended and collectively, the “Privacy Laws”) and that it will use best efforts to continuously comply with such Privacy Laws. If applicable, Supplier agrees to

execute a data processing agreement with Cumi to ensure ongoing privacy protection for individuals. Supplier shall act solely on the instructions of Cumi regarding all personal data, unless prohibited by the Privacy Laws. Supplier will inform Cumi immediately in writing of any: (i) actual or suspected breach of this paragraph, or (ii) any complaint or request by an individual concerning personal data or relating to Cumi's obligations under any of the Privacy Laws. Supplier will provide full cooperation and assistance to Cumi regarding any such complaint or request. Supplier will, upon completion of supplying the Goods, destroy or return the personal data to Cumi with all other media or documents where any personal data is maintained. Supplier warrants and undertakes that it will ensure that its employees, agents and subcontractors comply with all applicable Privacy Laws regarding the receipt and/or processing of personal data. If Supplier violates any obligations in this paragraph, the applicable data processing agreement or the Privacy Laws in any manner, Supplier will take all measures required by the local laws applicable to the individuals affected by the unauthorized disclosure. Supplier will conduct audits to ensure compliance with its obligations under this paragraph and will permit Cumi (or its designee), upon reasonable notice, access to Supplier's facilities, procedures and other operational data and information for purposes of reviewing records and materials and auditing Supplier's compliance with this Agreement. By submitting business contact and personal information about Supplier and/or its employees to Cumi, Supplier consents to the collection, processing, storage, use and transfer of the information to/by Cumi and its controlled entities, affiliates and subsidiaries and their authorized third-party contractors or agents for the purpose of: facilitating Supplier's business relationship with Cumi, enhancing Cumi's ability to contact Supplier and its employees, and enabling Cumi to process and track Supplier's transactions with it through various internal systems and external third parties (the "Purpose"). Cumi will use the information supplied to it solely for the Purpose and will store the data for as long as necessary to be able to complete the Purpose.

**12. IMPORT/EXPORT COMPLIANCE.** Supplier warrants that sales made hereunder are or will be made at not less than fair value under the United States Anti-Dumping Law (19 U.S.C. Sec. 160 et. seq.). Cumi will not be a party to the importation of the Goods and the transaction(s) represented by this Agreement will be consummated subsequent to importation, and Supplier will neither cause nor permit Cumi's name to be shown as "Importer of Record" on any customs declaration. Transferable credits or benefits associated with the Goods, including trade credits, export credits, or rights to the refund of duties, taxes, or fees, belong to Cumi unless otherwise prohibited by applicable law. Supplier will provide Cumi with all information and records relating to the Goods necessary for Cumi to (i) receive these benefits, credits, and rights, (ii) fulfill any customs obligations, origin marking or labelling requirements, and certification or local content reporting requirements, (iii) claim preferential duty treatment under applicable trade preference regimes, and (iv) participate in any duty deferral or free trade zone programs of the country of import. Supplier will be responsible for strict compliance with all legal, regulatory and administrative requirements associated with any importation or exportation of the Goods, including obtaining any required licenses or approvals and, unless otherwise agreed between the parties elsewhere in this Agreement, the payment of all associated duties, taxes and fees.

**13. ANTI-CORRUPTION.** Supplier warrants that when dealing with any government official, political party, party official or candidate for any political office, Supplier will, and will cause each of its directors, officers, employees, subcontractors, agents, representatives, successors, or assigns to fully comply with the provisions of all applicable anti-corruption laws including the U.S. Foreign Corrupt Practices Act and all relevant other anti-corruption laws. Specifically, Supplier warrants that in connection with this Agreement, it will not directly or indirectly give, offer, or promise anything of value to any government official, political party, party official or candidate for any political office for the corrupt purpose of influencing or inducing any act or decision by any government official or agency, or for the purpose of securing any improper advantage on behalf of Supplier or Cumi. Supplier will cause its directors, officers, employees, subcontractors, agents, representatives, successors, or assigns who perform work under this Agreement outside of the United States to be trained annually regarding the requirements of all relevant anti-corruption laws and to annually certify the same.

**14. INDEPENDENT CONTRACTOR RELATIONSHIP.** The relationship of Supplier and Cumi under this Agreement is that of independent contractors. Nothing in this Agreement shall be construed or interpreted as creating or establishing the relationship of employer or employee.

**15. TANGIBLE & INTELLECTUAL PROPERTY RIGHTS.** Where it is necessary for design documents, jigs, tools, gauges, patterns, moulds, dies or similar articles (the “Articles”) to be produced or obtained in order to supply any of the Goods then all property of whatsoever nature including all intellectual property in the Articles shall be, and remain at all times, the sole property of Cumi and Supplier shall not assert any rights or interest whatsoever with respect thereto. Supplier shall indemnify, keep indemnified and hold harmless Cumi from or incurred by reason of any infringement or alleged infringement of letters, patent, registered design, trademark or tradename, copyright or other protected right in respect of any design plan, product, drawing or specification supplied by Supplier to Cumi.

**16. FORCE MAJEURE.** Any failure or delay in performance due to contingencies beyond a party’s reasonable control, including, without limitation, riots, terrorist acts, compliance with applicable laws, fires, the loss, suspension, revocation or non-renewal of any permit, license or approval and/or acts of God (collectively, “Force Majeure”), shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance during the term of such Force Majeure event and for a reasonable time thereafter. Notwithstanding the foregoing, strikes or other labor disputes are not to be deemed a Force Majeure. Notwithstanding anything to the contrary set forth in this Agreement or otherwise, in the event Supplier sustains any such Force Majeure event that prevents its delivery of the Goods covered by this Agreement, Cumi may terminate this Agreement or that portion of the Goods subject to the Force Majeure event without any further liability to Cumi.

**17. NOTICES.** Notice by either Cumi or Supplier shall be by personal delivery, prepaid mail, express courier service, or electronic mail or facsimile addressed to the other party at its address in this Agreement, and will be considered given upon receipt when personally delivered, three days following the time it is deposited with the U.S. Postal Service when mailed, or the next business day when sent by overnight delivery service, or on the first business day following facsimile or email transmission, when faxed or emailed with a receipt confirmation. Notices delivered by personal delivery, express courier service or prepaid mail shall be sent to Cumi at the following address: Cumi America, Inc. Industrial Ceramics, 110 Crown Court Oakdale, PA 15071.

**18. SEVERABILITY AND WAIVER.** Should any provision hereof be or become illegal or unenforceable, the remaining provisions shall remain in force and be binding upon the parties. Any waiver by a party of the other’s breach of any term or condition hereof shall not be construed as or be deemed to be a waiver of any future breach of such term or condition. No delay or omission by a party in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by a party on any occasion is effective only in that instance and shall not be construed as a bar to or waiver of any right on any other occasion.

**19. BINDING NATURE OF AGREEMENT; ASSIGNMENT.** This Agreement is binding in nature and shall inure to the benefit of the parties and their respective successors, assigns, heirs and personal representatives, except that Supplier may not assign its rights under this Agreement without the prior written consent of Cumi.

**20. NO THIRD PARTY BENEFICIARIES.** This Agreement is intended solely for the benefit of the parties and is not intended to confer any rights upon any third party except as provided in Sections 2 and 8.

**21. AUTHORITY.** Each party represents that it has full power and authority to enter into and perform this Agreement and the person executing this Agreement has been properly authorized and empowered to take such action. Each party further acknowledges that it has read this Agreement and understands and agrees to be bound hereto.

**22. CONSTRUCTION; HEADINGS.** The headings herein are for ease of reference only and shall not form part of any contract between Supplier and Cumi or affect its construction. If a question of interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any provision of this Agreement. The word “include” or “including” means include or including, without limitation.

**23. GOVERNING LAW AND VENUE.** All matters or disputes relating to any order placed by Cumi or any disputes arising from this Agreement shall be governed by, construed and controlled and under the laws of the Commonwealth of Pennsylvania without regard to principles of conflicts of laws. Exclusive jurisdiction of any action or proceeding brought under or in connection with any Order shall be vested in either the Court of Common Pleas of Allegheny County, Pennsylvania, or in the United States District Court for the Western District of Pennsylvania and the venue of any action shall be in the County of Allegheny, Pennsylvania. The parties consent irrevocably to the jurisdiction over them of either of the aforementioned Courts in any such action or proceeding. The parties agree that the venue provided above is the most convenient forum for both parties. Each party waives any objection to venue or jurisdiction and any objection based on a more convenient forum in any action or proceeding related to any dispute.

**24. COUNTERPARTS.** This Agreement may be executed in two or more original, facsimile or pdf counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. One or more of such counterparts may be delivered via facsimile, email or other electronic format, and the parties hereto intend that they shall have the same effect as an original counterpart hereof.

**25. TIME IS OF THE ESSENCE.** Time is of the essence in the delivery of the Goods under this Agreement.