

Flex-Hose Co., Inc.
TERMS AND CONDITIONS OF PURCHASE

These Terms and Conditions of Purchase apply to the purchase order which they accompany or to which they are attached (the "Purchase Order"). As used herein, "Buyer" means Flex-Hose Co., Inc., its subsidiaries, successors and permitted assigns and "Seller" means the entity fulfilling the Purchase Order.

1. Acceptance: This constitutes Buyer's offer to Seller upon the terms and conditions stated herein and on the Purchase Order for the goods and services stated thereon (the "Products"), and does not constitute acceptance by Buyer of any offer to sell. Any reference in the Purchase Order to Seller's quotation or proposal does not imply acceptance of any terms or conditions in that quotation or proposal. This Purchase Order shall become a binding contract when it is accepted either by Seller's acknowledgment of this Purchase Order or by Seller's performance of any services or commencement of any work under this Purchase Order. This Purchase Order expressly limits acceptance to the terms and conditions stated herein, unless specified differently by Buyer on the face hereof. Any additional or different terms or conditions proposed by Seller are objected to and hereby rejected and shall be of no effect nor in any circumstances binding upon Buyer.

2. Property: All tangible and intangible goods, services, ideas, products, inventions, and copyrightable works created by Seller pursuant to this Purchase Order shall automatically become Buyer's property. Seller, by acceptance and performance hereby transfers to Buyer all right, title and interest in and to all such works, and agrees to execute any documents required by Buyer to complete such transfer. Buyer will have the unfettered right to use such items for any purpose. Seller will not place on such items any restrictive legend or proprietary notice inconsistent with Buyer's rights.

3. Prices: Prices, charges or extra costs shall not exceed those agreed to by Buyer or stated in the accompanying Purchase Order. If the price listed is incorrect, or not listed, Seller must notify Buyer prior to commencement of requested services or purchases. Unless otherwise agreed by Buyer, prices will be firm through completion of this Order.

4. Changes: The specifications for Seller's performance of this Purchase Order cannot be changed without Buyer's prior written authorization. Buyer may, at any time, by written order make changes to any specification. If any such change causes an increase or decrease in the cost of, or time required for performance of, the work under this Purchase Order, Seller will inform Buyer of such at the time of change. Buyer must formally approve of any increase in the cost of, or time required for performance of, the work in writing before any such variance from this Purchase Order is considered as acceptable or binding by Buyer.

5. Payment. Payment terms are net thirty (30) days from receipt of invoice. Seller shall invoice at time of transfer of title. Product prices shall include all applicable taxes required by reason of sale or delivery. Absent manifest error, Buyer shall pay undisputed Purchase Order price for Products delivered and accepted; provided Buyer may set off any amount owing to Buyer against any amount payable to Buyer in connection with any Purchase Order. Payment for any item related to this Purchase Order shall not constitute approval or acceptance of such material by Buyer, and Buyer's rights of inspection shall survive payment.

6. Delivery: The time(s) and/or services specified for delivery shall be of the essence of this Order. Seller must notify Buyer in advance and within reasonable time, to ensure continuity of Buyer's production schedules or supply requirements, of any delays or non-performance. Failure to comply or ship on the date(s) and quantity(s) specified will, at Buyer's option, relieve Buyer of any obligation to accept or pay for delivered or undelivered Products completed or in any state of development or fabrication. No charge

will be allowed for boxing, crating or packing, unless shown on the face of this Purchase Order or otherwise authorized by Buyer.

7. Rejection: Seller shall repay Buyer the purchase price of any material or services which are rejected, or do not conform to specification, provided Buyer returns any rejected items to Seller. Rejected items shall be returned at the expense of Seller upon rejection, and Seller shall bear all risk of loss or damage as to rejected items. Seller may, at Buyer's discretion, be allowed to replace defective items with acceptable items within reasonable time, in accordance with the pricing, specifications, and conditions of the original Purchase Order. Buyer may, at Buyer's discretion, elect to retain rejected items and remedy any defects or nonconformity to acceptable specifications and requirements. Cost of effecting such remedy shall be paid by Seller.

8. Termination: Buyer reserves the right to terminate all or part of the work to be performed pursuant to this Purchase Order at any time, for any reason. In such event, Buyer shall be liable only for materials, services or components procured, or work done or materials partially fabricated within the authorization of and specifically for this Purchase Order. Upon termination Seller shall transfer rights and title and deliver to Buyer all satisfactorily completed work and such work in process as may be directed by Buyer. In no event shall Buyer be liable for incidental or consequential damages by reason of such termination. Upon such termination Buyer may procure, upon such terms as it shall deem appropriate, products or services similar to those so terminated, in which case Seller shall continue performance of any Purchase Order not terminated and shall be liable to Buyer for any excess costs for such similar products or services. As an alternative, and in lieu of termination for default, Buyer, at its sole discretion, may elect to extend the delivery schedule and/or waive other deficiencies in Seller's performance, in which case an equitable reduction in price shall be granted. The rights granted herein are not exclusive, and are in addition to any other rights and remedies provided by law or under any Purchase Order.

9. Warranty: Seller warrants to Buyer and its successors, assigns, customers and users that all Products provided by it: (a) shall be acceptable, merchantable and of good quality and workmanship and free from defects (latent or patent) and infringements; (b) shall conform to all specifications stated by Buyer; (c) shall be suitable for their intended purpose; and (d) shall be free from any claim of any third party. These warranties survive any delivery, inspection, acceptance or payment for Products. 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. Buyer may pass through it its customers all warranties granted by Seller hereunder, and Seller agrees to assist in such warranty processing. Seller may not negate, exclude, limit or modify any warranty otherwise available to Buyer. Any attempt by Seller to do so is ineffective and shall not in any way bind Buyer. Buyer's inspection and acceptance of any Products, or Buyer's payment for Products shall not constitute a waiver by Buyer of any warranties. None of the remedies available to Buyer for the breach of any of the foregoing warranties may be limited or disclaimed by Seller except to the extent and in the manner agreed upon by Buyer in a separate agreement specifically designating such limitation and signed by an authorized representative of Buyer.

10. Risk of loss, etc.: Unless otherwise stipulated, Products shall be shipped DDP (Incoterms 2020). The risk of loss of and title to any Products shall not pass to Buyer until Buyer actually receives the goods at the point of delivery stated herein. If any advance payments have been made to Seller by Buyer prior to delivery of the goods to Buyer, then in

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such event title to said goods shall pass to Buyer, but the risk of loss shall remain with Seller until actual delivery to Buyer of acceptable goods is made.

11. Non-transferability: This Purchase Order or any portion thereof, or any duty or right herein or any claim arising hereunder, shall not be transferred by Seller without the prior written consent of Buyer. This Purchase Order may not be transferred by operation of law or merger or judicial sale or otherwise, without the prior written consent of Buyer. Any unauthorized assignment or attempted assignment by Seller shall constitute a material breach of this Purchase Order Agreement.

12. Remedies: No remedy herein provided shall be deemed exclusive of any other remedy allowed by law.

13. Confidentiality: Seller shall not in any manner publish or make public the fact that Seller has furnished or contracted to furnish Buyer with the Products requested by this Purchase Order, or reference Buyer in any way for any reason. Seller shall not disclose any information relating to a Purchase Order (including drop-shipment addresses or identities) or any of Buyer's information received in any manner under or in relation to a Purchase Order to any person not authorized by Buyer in writing to receive it. Seller shall use the information supplied by Buyer only to accomplish the work covered by this Purchase Order and for no other purpose. Upon completion or termination of the Order, all information shall be returned to Buyer. If Seller has executed a confidentiality and/or non-disclosure agreement in favor of Buyer and/or Buyer's customers, then such agreement shall supersede this paragraph to the extent of any inconsistency.

14. Indemnity: Seller, at its sole expense, shall defend, indemnify, and hold harmless Buyer, its owners, directors, officers, employees, customers and users of its Products (collectively, "Indemnitees") from and against any and all claims, suits, actions, proceedings, demands, damages, losses, obligations, penalties, judgments, costs, disbursements and/or expenses (including, without limitation, reasonable attorneys' fees and court costs) of any kind or nature whatsoever, whenever arising and by whomever asserted, which may at any time be imposed upon, incurred by, or asserted or awarded against any Indemnitee and which relates to, results from, or arises out of: (1) any injury to property or person (including, without limitation, sickness, disease, and death) caused wholly or in part by any act or omission of Seller or its employees, officers, directors, owners, representatives, or subcontractors; (2) any actual or alleged defect in any Products (whether or not the defect is known to Seller or Buyer prior to assertion of the claim, demand, or obligation); (3) any actual or alleged infringement of any patent, property right, or copyright, or (4) any defamation, libel, or false or deceptive claims by reason of the sale or use of the Products; (5) violations of any applicable law, rule or regulation relating to the Products; or (6) any recalls of the Products.

15. Insurance: Seller shall maintain the insurance coverage set forth in the Insurance Rider attached hereto, if any, and Seller shall provide Buyer with the certificate(s) of insurance described therein.

16. Buyer's performance of a prime or subcontract: In the event the Products purchased hereunder are ordered in connection with Buyer's performance of a prime or subcontract, Seller agrees to deliver such goods and perform such services in full compliance with all the requirements of such prime or subcontract. All terms and conditions applicable to the Products purchased hereunder, in

such prime and subcontract, including but not limited to warranties and guarantees, time of performance and remedies for breach, are hereby incorporated by reference into this Purchase Order and made applicable to and undertaken by Seller.

17. Independent Contractor status: All work performed by Seller under this Purchase Order is done as an independent contractor to Buyer. Buyer shall not be responsible for the payment of any benefits, compensation, payroll taxes, withholdings, insurance, or other requirements and obligations with respect to Seller or any person or entity affiliated with Seller with respect to the performance of Seller's obligations under this Purchase Order.

18. Compliance with laws: In the performance of this Purchase Order Agreement, Seller shall comply with the provisions of all applicable federal, state and local laws, regulations, rules and ordinances from which liability may accrue to Buyer from any violation thereof by Seller. The Equal Employment Opportunity Clause in Section 202 of Executive Order #11246, as amended, relative to equal employment opportunity and the implementing rules and regulations of the Office of Federal Contract Compliance are incorporated herein by specific reference.

19. Order acceptance: The terms and conditions detailed on this entire Purchase Order prevail. In the event of disagreement by Seller, Seller is not to commence with development of the requested Products, or process this Purchase Order in any way. Seller will return this order within (1) one working days of receipt of this Purchase Order to Buyer's attention detailing any disagreement. Buyer will respond in writing if Seller's requested terms or amendments are agreed to.

20. Notices: All notices to be given to the Parties shall be in writing and transmitted either by personal delivery, or expedited delivery service (e.g., Federal Express, Express Mail, etc.), to their respective addresses set forth at the beginning of this Agreement. Notice shall be deemed given 1 day from transmittal if by expedited delivery, in accordance with this paragraph.

21. Force Majeure: Any delay or failure of either party to perform its obligations under this Purchase Order will be excused to the extent that the delay or failure was caused directly by an event beyond such party's reasonable control, without such party's fault or negligence and that by its nature could not have been reasonably foreseen by such party; or if foreseeable, was unavoidable. Such events may include natural disasters, sabotage, embargoes, shipwrecks, explosions, riots, wars or acts of terrorism or national emergencies (each, a "Force Majeure Event"). Changes in cost or availability of materials, components or services, or market conditions or supplier actions or contract disputes are not Force Majeure Events. An affected party shall give prompt written notice of any circumstances that are reasonably likely to result in a Force Majeure Event and shall use commercially reasonable efforts to end the Force Majeure Event, mitigate its effects and resume performance in full.

22. Miscellaneous: The Purchase Order and these Terms and Conditions of Purchase constitute the entire agreement between the parties with respect to the subject matter contained herein. Any exhibits and schedules attached to this Purchase Order are hereby incorporated into and made a part hereof. No term or condition of this Purchase Order shall be deemed to have been waived nor shall there by an estoppel to enforce any provisions hereof, except a statement in writing signed by the party against whom enforcement of the waiver or estoppel is sought. Any specific waiver shall not constitute a waiver of any other default. In case one or more of the provisions contained in this

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Purchase Order shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, but this Purchase Order shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein. This Purchase Order shall be deemed to have been executed and delivered in Syracuse, New York, USA, and its validity, enforceability, construction and interpretation shall be governed by New York law, exclusive of the law of the conflict of laws. Jurisdiction of any action or proceeding brought to enforce this Agreement or otherwise relating to this Agreement shall be in the State of New York with venue in Onondaga County, New York.