1. Acceptance of Purchase Order. These Purchase Order Terms and Conditions, together with the terms and documents referenced on the face of this document or on specifically agreed attached or referenced documents, constitutes a binding agreement between Buyer and Supplier, hereinafter referred to as this “Contract”. The buyer named on the face of this document or on an attached document ("Buyer") offers to the Supplier to whom it is addressed ("Supplier") to purchase the identified items, materials, goods and/or services (collectively “Products”). Supplier will acknowledge receipt of this Purchase Order in writing or by a reasonable indication of acceptance, including (i) if Supplier fails to object to Buyer in writing within five (5) business days of receipt, (ii) if Supplier ships the Products to Buyer, Supplier’s acceptance, however made, is expressly limited to the terms of this Order and on the face hereof or on an attached writing hereof, and Buyer objects to all additions, exceptions, or changes to these terms which otherwise expressly conflict or restrict express or implied terms of, or in writing. Any terms and conditions set forth on the face of the Order shall control over any inconsistent terms or conditions herein.

2. Pricing, Changes, Payment. Pricing is firm and is not subject to change unless otherwise agreed in this Contract. Buyer may notify Supplier of drawings, specifications, quantity, delivery or other requirements, however the time for performance and price shall not change unless Supplier notifies Buyer in writing within ten (10) days, which the parties will negotiate an equitable adjustment regarding the time for performance and/or price. Supplier shall not make any change in this Contract without the prior written approval of Buyer, including without limitation, the nature, type or quality of any services or Supplies. Any change in the terms and conditions of this Contract, including without limitation, that a price change is necessary, which the parties will negotiate an equitable adjustment regarding the time for performance and/or price. Supplier retains the right of setoff.

These Purchase Order Terms and Conditions, together with the terms and documents contained in any printed form of Supplier or elsewhere unless expressly approved by Buyer in writing. Any terms and conditions set forth on the face of the Order shall control over any inconsistent terms or conditions herein.

3. Electronic Communication & Financials. Supplier will utilize electronic communication methods reasonably specified by Buyer, including but not limited to, electronic mail, electronic funds transfer, electronic data interchange, electronic filing, and electronic publication and registration of financial and business documents. Upon Buyer’s request Supplier will furnish to Buyer its current financial reports, income statements, balance sheets, cash flow statements and supporting data, for itself and any related company of Supplier involved in producing, supplying, or financing the Products.

4. Volume & Quantity. Any estimates, forecasts or projections of future quantity requirements for Products by Buyer are for planning purposes only, and do not constitute or form part of the basis of any contract. Buyer’s requirements in one or more lot purchases for the same or similar items, products or services within the same fiscal year will be reasonably determined by Buyer and stated in releases or schedules issued to Supplier periodically. If Supplier is under a vendor managed inventory system, Supplier will at all times maintain Buyer’s supply at the agreed levels.

5. Shipping, Delivery & Acceptance. Supplier will ship Products using best commercial practices complying with Buyer’s and all legal and regulatory requirements. Supplier will ship Products to Buyer’s designated point of delivery. Buyer will pay freight, insurance and all other costs of transportation. Any shipment outside of North America will be subject to applicable customs and border security requirements. The risk of loss will pass to Buyer upon delivery to Buyer. Buyer will not be required to accept partial deliveries or Products that are delivered in advance of the delivery date or in incorrect quantities. Products received by Buyer are subject to inspection and acceptance, notwithstanding any delivery documents. Supplier will not be deemed to have delivered Products to Buyer until Buyer has accepted the shipment, has signed Buyer’s invoice or receipt for the shipment and Buyer has paid for the Products. Delivery shall be made FCA Buyer’s dock (Incoterms 2010). Supplier will be responsible for any premium freight charges required to meet on-time delivery. Buyer will not be required to accept partial deliveries or Products that are delivered in advance of the delivery date or in incorrect quantities. Products received by Buyer are subject to inspection and acceptance, notwithstanding any delivery documents. Supplier will not be deemed to have delivered Products to Buyer until Buyer has accepted the shipment, has signed Buyer’s invoice or receipt for the shipment and Buyer has paid for the Products. Payment will not be construed as a waiver of Buyer’s rights and if a Product is rejected after payment, Buyer shall entitled to return the same for full refund, or, in the case of services Buyer may reject the work and receive restitution or require Supplier to perform the work as necessary.

6. Certification Statements & Customs. In the case of raw material type Products, Supplier will provide a signed quantitative test report showing that the product meets the specifications. If the Products are traceable, Supplier shall provide certification of the origin, manufacturer (and vendor if different); lot, batch, heat or serial identity; quantity of material covered; date of shipment and country of origin and material code numbers; and statistical test results obtained. If the certification is accompanying the shipment, the shipping unit containing the document must be clearly marked as such the certification is readily available to the receiving personnel. As further provided herein, Supplier will provide Buyer with a certificate of origin and/or manufacturer's affidavit, if applicable. Supplier will provide Buyer with a complete listing of any Products manufactured in whole or in part outside of the USA or Canada as well as required NAFTA or USMCA documentation.

7. Quality, Service and Replacement Parts. Supplier will promote continuous quality improvement and like industry standards practice as may apply to goods or services similar in nature to the Products, in the manufacture, production and distribution of Products, and as otherwise reasonably identified by Supplier to Buyer in its quality manuals and instructions, and will permit Buyer to inspect, test, and inspect the quality of the Products and the service thereof. Buyer or its designated representative shall be entitled to inspect any Products at all times while the Products are in Supplier’s custody or while the Products are en route to Buyer. Buyer shall have the right to inspect or test the Products at any time at Buyer’s expense. Buyer is hereby given an option, whether or not accepted, to inspect, test, and reject any Product that Supplier, in good faith, shall determine to be defective or unsuitable, or to retain such Products for testing, sampling, or other quality control purposes. Buyer will notify Supplier of its decision to reject, accept or replace Product(s) within forty-five (45) days after receipt of the Product(s). Supplier will be responsible for all costs of testing, inspecting, and replacing Product(s). All rejected Products and/or replacement parts will be returned to Supplier at Supplier’s expense. The Products will be replaced only in accordance with this Contract and Buyer’s written instructions. Buyer’s request for replacement parts shall be submitted in writing and shall specify the model or part number, quantity of parts to be furnished, and time required. Supplier shall be responsible for the cost of replacing the replacement parts. Supplier shall retain the right of setoff.

8. Ownership of Proprietary Materials. Except as specifically stated in this Contract, neither party transfers or assigns to the other party any patent, trade secret, trademark, copyright or other intellectual property right owned by such party ("Intellectual Property Rights"). Supplier starts to Buyer a non-exclusive right and license of Buyer’s Intellectual Property Rights to: (a) use, sell, and modify Products and incorporate other Products into Buyer’s products for use or sale; and (b) in the case where Supplier is unable to perform or breach this Contract, to make Products or have Products made by an alternate source. All works of original authorship, ideas, inventions (whether patentable or not), know-how, processes, compilations of information, and other intellectual property rights which the development was directly or indirectly (by amortization) paid for by Buyer (collectively, "Proprietary Materials") and all Intellectual Property Rights in such Proprietary Materials, are exclusively owned by Buyer. Supplier agrees that all such Proprietary Materials are at Buyer’s exclusive ownership

9. Limited Trademark License. If specified by Buyer in writing applicable, Buyer grants to Supplier a non-exclusive, non-transferable, limited license, with no right to sublicense, to reproduce and use those trademarks, service marks, logos, commercial symbols and slogans, distinctive designs, and other marks of Buyer’s ownership or control. Supplier shall not make any change in the marks described above without the prior written approval of Buyer, including without limitation, the nature, type or quality of any alteration (including, without limitation, the addition or deletion of letters, numbers, colors, or graphics). Supplier shall not register any of the Trademarks described above in a manner that effectively limits Buyer’s use of the Trademarks. Supplier may not use the Buyer Marks in any other manner. Supplier’s reproduction and use of the Buyer Marks, and all goodwill established and/or symbolized thereby, will inure exclusively to the benefit of Buyer and this Contract does not confer any goodwill or other rights to Supplier in Buyer’s Marks. The ownership of the Buyer Marks with the Canada Intellectual Property Office or its Trademark Branch, or with the U.S. Patent and Trademark Office, or any other foreign government or the ownership of the Buyer Marks by Buyer or its affiliates. Supplier shall not represent that it has any ownership interest in the Buyer Marks or registrations therefore. Once Supplier no longer supplies Products to Buyer, or earlier upon Buyer’s notice, Supplier will immediately discontinue all use of the Buyer Marks. The obligations of Supplier under this Section will survive termination of this Contract.

10. Warranties. Supplier warrants that all Products will: (1) conform to the specifications, instructions, drawings, samples or descriptions; (2) comply with all laws, rules and regulations applicable to their manufacture, processing, packaging, and transportation; (3) meet the quality, quantity and on the dates specified by Buyer in this Contract or subsequent releases or instructions. Unless otherwise stated in the contract, the warranty period for Products will be one year. The warranty period for Products shall start either upon transfer of risk or no later than the date that Supplier receives written notice of the or on an attached document ("Buyer") offers to the Supplier to whom it is addressed ("Supplier") to purchase the identified items, materials, goods and/or services (collectively “Products”). Supplier will acknowledge receipt of this Purchase Order in writing or by a reasonable indication of acceptance, including (i) if Supplier fails to object to Buyer in writing within five (5) business days of receipt, (ii) if Supplier ships the Products to Buyer. Supplier’s acceptance, however made, is expressly limited to the terms of this Order and on the face hereof or on an attached writing hereof, and Buyer objects to all additions, exceptions, or changes to these terms which otherwise expressly conflict or restrict express or implied terms of, or in writing. Any terms and conditions set forth on the face of the Order shall control over any inconsistent terms or conditions herein.
already entered into a Confidentiality or Non-Disclosure Agreement ("NDA"), the terms and conditions of the NDA shall apply and control for confidentiality obligations between the parties in lieu of this section.

14. Bailed Property. If applicable, all supplies, materials, tools, jigs, dies, gauges, fixtures, molds, castings, cavity die patterns, returnable containers, equipment and other items furnished by Buyer, either directly or indirectly, to Supplier in connection with Supplier’s performance under this Contract, shall become the property of Buyer, without any charge to Supplier. Supplier shall keep and maintain all related repairs, improvements, appurtenances, accessions and accessories, and all documents, standards or specifications, trade secrets, private information, Proprietary Materials and all Intellectual Property Rights in such Proprietary Materials (collectively, “Bailed Property”) in good repair and condition and shall protect all Bailed Property from any loss or damage to Bailed Property. Bailed Property shall at all times be properly housed, maintained, repaired and replaced by Supplier at Supplier’s sole cost and expense. If Supplier fails to meet its obligations under this paragraph, Supplier shall: (1) not be used by Supplier for any purpose other than the performance of this Contract; (2) be conspicuously marked by Supplier in a manner that the name of the Buyer or the buyer in whose name the property shall be entered into the Confidentiality or Non-Disclosure Agreement; (3) not be commingled with the property of any other person or entity; and (4) be delivered to Buyer upon the notice of loss or damage to Bailed Property. Bailed Property shall at all times be properly housed, maintained, repaired and replaced by Supplier at Supplier’s sole cost and expense. If Supplier fails to meet its obligations under this paragraph, Supplier shall: (1) not be used by Supplier for any purpose other than the performance of this Contract; (2) be conspicuously marked by Supplier in a manner that the name of the Buyer or the buyer in whose name the property shall be entered into the Confidentiality or Non-Disclosure Agreement; (3) not be commingled with the property of any other person or entity; and (4) be delivered to Buyer upon the notice of loss or damage to Bailed Property.

15. Termination for Cause; Termination for Convenience. Either party may upon written notice to the other party terminate all or any part of this Contract without further liability on the part of the party who provides such notice, if the other party: (a) is in default of this Contract, however, default is not deemed to exist under the provisions of this Contract or if the default can be cured by such party upon the giving of notice and within a reasonable time; or (b) does not have and is unable to provide adequate assurance of performance under this Contract within a reasonable time after written and justifiable demand by the other party. Also, Buyer may terminate this Contract at any time for its convenience, and upon notice Supplier shall not make new commitments to third parties with respect to the Products. Supplier shall not be entitled to any further compensation for any Bailed Property, whether or not it is returned, if Supplier fails to meet its obligations under this paragraph. As to a termination of convenience Buyer will pay Supplier for raw materials unique to the Products, work-in-process other than Buyer (or its affiliates or customer if applicable), has any right, title or interest in Bailed Property except, subject to Buyer’s sole discretion and without Supplier’s consent, to any affiliate or successor company or entity resulting from a sale of assets, shares or other interests, or by merger, operation of law, reorganization or consolidation. Subject to the foregoing, all of the terms, conditions, covenants, and agreements contained herein shall inure to the benefit of, and be binding upon, any such affiliate or successor and any assignees of the respective parties hereon. Consent by either party to such assignment in one instance shall constitute consent to any future assignment.

16. Limitation on Buyer’s Liability. BUYER WILL NOT BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE. Buyer’s liability on any claim of any kind for loss or damage arising out of or in connection with resulting from this Contract from the performance or breach thereof shall in no case exceed the price allocable to the Products which gives rise to the claim.

17. Force Majeure. Neither party shall be liable to the other party for delay in a scheduled delivery or a failure in performance caused by acts beyond such party’s reasonable control without fault or negligence of such party, such as, without limitation, fire, windstorm, acts of God, flood, war, embargo, acts of terrorism or public enemy, riot, or the intervention of any governmental authority ("Force Majeure"), provided such party presents a claim and notice in writing to the other party as soon as possible of such party becoming aware that an act of Force Majeure has occurred or is occurring. In the event of Force Majeure, Buyer may purchase Products from other sources and reduce its purchases from Supplier accordingly without liability to Supplier.

18. Inspection and Audit. Buyer may request Supplier to deliver samples of the Products for testing. Supplier shall, at all times, keep accurate records of all Products manufactured and sold under this Order for a period of five (5) years. Buyer and its customers shall have the right, at all times, during Supplier’s normal business hours, in a manner that does not unduly interfere with normal operations and subject to Supplier’s security policies/procedures, to observe, inspect, and/or audit Supplier’s premises, manufacturing and quality control processes, and records, relative to Products supplied pursuant to this Order.

19. Independent Contractors. Buyer and Supplier are independent contractors, and nothing in this Contract makes either party the agent or legal representative of the other party for any purpose. Neither party has authority to assume or to create any obligation on behalf of the other party. Supplier assumes all risks and is responsible for the payment of all contributions, unemployment benefits, wages and salaries, social security, taxes, federal, state, provincial, local and foreign, if applicable, as to all employees engaged in the performance of Supplier’s work under this Contract.

20. Applicable Law, Jurisdiction, and Venue. This Contract, the purchase and sale of Products, and any dispute or controversy relating thereto, shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable in that Province excluding its conflict of law principles; and shall not be governed by or construed under the provisions of the 1980 United Nations Convention on the International Sale of Goods. Subject to the provisions of Dispute Resolution below, each party irrevocably submits to the jurisdiction of the courts of the Province of Ontario, and hereby waives, to the fullest extent it may effectually do so, the defense of an inconvenient forum to the maintenance of such action or proceeding.

21. Dispute Resolution. Except for disputes relating any breach of confidentiality hereunder or for the misuse or infringement of Buyer’s Intellectual Property Rights, in the event of a dispute or disagreement between Supplier and Buyer arising out of or relating to this Contract (a “Dispute”), such Dispute, upon the written notice from Buyer to Supplier, shall be referred to the chief financial officers of each party or their respective designees. The chief financial officers or their respective designees shall promptly meet in good faith to resolve the Dispute and if they do not agree upon a resolution within thirty (30) calendar days after the reference of the Dispute to them, then such Dispute, upon written notice from one party to the other of its intent to arbitrate (an “Arbitration Notice”), shall be submitted to and settled exclusively by final binding arbitration in accordance with the procedures, as applicable, under the International Arbitration Rules of the American Arbitration Association existing at the date of submission of the Dispute to arbitration. The language used in all proceedings shall be English. Any arbitration award shall be binding and enforceable against Buyer and Supplier and judgment may be entered thereon in any court of competent jurisdiction.

22. Assignment, Waiver, Entire Agreement, Severability. Neither party may assign this Agreement in whole or part without the prior written consent of the other party. Any assignment, however, shall not be unreasonably withheld, conditioned or delayed, provided, however, that Buyer may in its sole discretion and without Supplier’s consent assign this Agreement, in whole or in part or with respect to any of its rights and obligations hereunder, to any affiliate or successor company or entity resulting from a sale of assets, shares or other ownership interest, merger, operation of law, reorganization or consolidation. Subject to the foregoing, all of the terms, conditions, covenants, and agreements contained herein shall inure to the benefit of, and be binding upon, any such affiliate or successor and any permitted assignees of the respective parties hereto. Consent by either party to such assignment in one instance shall constitute consent to any future assignment. If Supplier permits any assignment by Buyer, Supplier will ensure that the subcontractor agrees to be bound by all of the terms and conditions of the Contract. Buyer may terminate this Contract upon written notice to Supplier, without any further liability to Supplier, if there is a change of control of Supplier.

23. General. The failure of either party to enforce any right or remedy provided hereunder or by law on a particular occasion will not be deemed a waiver of that right or remedy on a subsequent occasion, that is available to Supplier or Buyer. This Contract, together with all applicable master agreements between the parties and documents referenced herein, if any, constitutes the entire agreement between the parties with respect to its subject matter, superseding all prior oral or written representations, understandings or agreements between the parties. No change or amendment to this Contract shall be binding on Supplier or Buyer unless in writing and signed by authorized representatives of both parties. Any provision found invalid or unenforceable will not affect the validity or enforceability of any other provision. If any provision hereof is determined to be invalid or unenforceable, the parties agree to modify such provision in good faith in order to render it valid and enforceable. All rights and obligations hereunder of Supplier or with that of any third party; and (4) not be moved from Supplier’s premises without Buyer’s prior written approval. Supplier will at its expense comply with all federal, state, provincial, local and foreign laws, orders, rules, regulations and by-laws, including without limitation, to prevent unauthorized access and/or inspection of Supplier’s noncompliance of any laws and regulations. Any provision which is required to be a part of this Contract shall be severable. In the event of any such requirement, all other provisions of this Contract shall remain in full force and effect. Buyer and Supplier and judgment may be entered thereon in any court of competent jurisdiction.

24. Compliance. Supplier will at its expense comply with all federal, state, provincial, local and foreign laws, rules, regulations and by-laws, including without limitation, to prevent unauthorized access and/ or inspection of Supplier’s noncompliance of any laws and regulations. Any provision which is required to be a part of this Contract shall be severable. In the event of any such requirement, all other provisions of this Contract shall remain in full force and effect. Buyer and Supplier and judgment may be entered thereon in any court of competent jurisdiction.

This Contract, the purchase and sale of Products, and any dispute or controversy relating thereto, shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable in that Province excluding its conflict of law principles; and shall not be governed by or construed under the provisions of the 1980 United Nations Convention on the International Sale of Goods. Subject to the provisions of Dispute Resolution below, each party irrevocably submits to the jurisdiction of the courts of the Province of Ontario, and hereby waives, to the fullest extent it may effectually do so, the defense of an inconvenient forum to the maintenance of such action or proceeding.
COMPLIANCE WITH LAWS ADDENDUM

Export/Import: Supplier shall comply with all applicable export and import laws and regulations and any requirements of Buyer with respect to the import, export, re-export or transfer of Products. Products or technical data provided or received under this Contract may be subject to the provisions of the U.S. Export Administration Act, 50 USC 2401-2420, including the Export Administration Regulations, 15 CFR 730-774 (“EAR”); the U.S. Arms Export Control Act, 22 USC 2751-2760, including the International Traffic in Arms Regulations, 22 CFR 120-130 (“ITAR”); the Regulations of the Office of Foreign Assets Control of the U.S. Treasury Department, 31 CFR 500-599; the Regulations of the Bureau of Alcohol, Tobacco, and Firearms, 27 CFR 447-555 (“ATF”); the Homeland Security Act of 2002, including the 19 CFR 1-19; the Economic Sanctions Regulations, 31 CFR parts 500-599, and other applicable federal, state and local laws and regulations, and any requirements of other jurisdictions regardless of whether such products or technical data are of U.S. or non-U.S. origin. Supplier shall obtain all necessary export or import authorizations to support deliveries under this Contract. Supplier will provide to Buyer the export commodity classification or original design intent information (for Seller’s design authority items), Harmonized Tariff Schedule (“HTS”) numbers, and country of origin information for the Products. Supplier shall support all import document requirements as required in the ITAR, in order to facilitate the shippers’ customs clearance. Supplier’s failure to provide all necessary export or import authorizations may result in delay or refusal to transport the Products. Supplier shall provide the mode of transportation (Importer Security Filing 10+2 program for ocean, e-manifest for truck, etc.). Supplier agrees to immediately notify Buyer in the event of any change to the export or import classification or country of origin information. Supplier will agree to provide the requested information in the required format and on the expedited date required by Buyer. Supplier will make its best efforts to support the required business process for import and export compliance. Supplier must agree to support the documentation and the required audit process. Supplier must agree to support the business process for obtaining the required export or import authorizations to support the transfer of the Products.

Export/Import: Supplier shall comply with all applicable export and import laws and regulations and any requirements of Buyer with respect to the import, export, re-export or transfer of Products. Products or technical data provided or received under this Contract may be subject to the provisions of the U.S. Export Administration Act, 50 USC 2401-2420, including the Export Administration Regulations, 15 CFR 730-774 (“EAR”); the U.S. Arms Export Control Act, 22 USC 2751-2760, including the International Traffic in Arms Regulations, 22 CFR 120-130 (“ITAR”); the Regulations of the Office of Foreign Assets Control of the U.S. Treasury Department, 31 CFR 500-599; the Regulations of the Bureau of Alcohol, Tobacco, and Firearms, 27 CFR 447-555 (“ATF”); the Homeland Security Act of 2002, including the 19 CFR 1-19; the Economic Sanctions Regulations, 31 CFR parts 500-599, and other applicable federal, state and local laws and regulations, and any requirements of other jurisdictions regardless of whether such products or technical data are of U.S. or non-U.S. origin. Supplier shall obtain all necessary export or import authorizations to support deliveries under this Contract. Supplier will provide to Buyer the export commodity classification or original design intent information (for Seller’s design authority items), Harmonized Tariff Schedule (“HTS”) numbers, and country of origin information for the Products. Supplier shall support all import document requirements as required in the ITAR, in order to facilitate the shippers’ customs clearance. Supplier’s failure to provide all necessary export or import authorizations may result in delay or refusal to transport the Products. Supplier shall provide the mode of transportation (Importer Security Filing 10+2 program for ocean, e-manifest for truck, etc.). Supplier agrees to immediately notify Buyer in the event of any change to the export or import classification or country of origin information. Supplier will agree to provide the requested information in the required format and on the expedited date required by Buyer. Supplier will make its best efforts to support the required business process for import and export compliance. Supplier must agree to support the documentation and the required audit process. Supplier must agree to support the business process for obtaining the required export or import authorizations to support the transfer of the Products.

Contract section may be provided by Buyer to its customers and may be used by Buyer’s customers to comply with their reporting obligations under the Act, including filing a Form SD and Conflict Minerals Report with the U.S. Securities and Exchange Commission, and Supplier will (i) ensure that the information provided in this regard is current, accurate and complete, to the best of its knowledge and belief, as of the date of submission, (ii) update such information in a timely manner if the status of any Product supplied by Supplier to Buyer changes during Supplier’s performance of the Contract, and (iii) retain all necessary documentation to support the information provided in response to Buyer’s request. If Supplier (i) fails to comply with this paragraph, or (ii) fails to reasonably demonstrate that all materials processed and/or supplied to Buyer originated from ‘‘DRC conflict-free’’ sources (as that term is defined in the Act), then Buyer may terminate the Contract. Supplier may be required to include substantially the same requirements set forth above in contracts with its sub-suppliers providing any material or sub-component incorporated into Products supplied to Buyer.

REACH: Buyer is a manufacturer of products and a downstream user in means of the EC-regulation No. 1907/2006 (“REACH”) and agrees to comply with any and all obligations REACH imposes on Supplier, or which are – with regard to REACH – necessary to sell, process or trade the goods sold by Buyer within the EC, including without limitation: (a) necessary pre-registration, registration or authorization of chemical substances or preparations, (b) implementation of internal organizational measures to document REACH compliance, (c) coverage of any use(s) of chemicals or preparations in the goods (as well as in any packaging materials) specified by Buyer or any of Buyer’s customers towards the supplier within (a) and (b), (c) information without delay whether a substance, preparation or other good and Supplier will hold Buyer harmless against, and will defend and indemnify Buyer against and will support at Supplier’s expense any respective proceedings regarding any and all claims, liabilities, expenses and damages caused to the Supplier as a result of breaching the aforesaid Warranties.

CA Proposition 65: As applicable, Supplier will notify Buyer in writing before proceeding to accept this Contract if any of the chemicals listed below (or any successor Proposition 65 list) are utilized for the Products supplied to Buyer under this Contract: http://oehha.ca.gov/prop65-list.html. If any of those chemicals are utilized for the Products supplied to Buyer under this Contract, Supplier agrees to comply with the California law commonly known as “Proposition 65” and that all materials used in the manufacture of the subject Products comply with California Proposition 65.

RoHS: Supplier agrees that the Products supplied to Buyer under this Contract are compliant with the European Union Directives on the Restriction of Hazardous Substances (RoHS-1 No. 2002/95/EC and RoHS-2 No. 2011/65/EU) and country and regional equivalents (“RoHS”). Supplier will notify Buyer in writing before proceeding to accept this Contract if any of the following materials are utilized for the Products supplied to Buyer (regardless of whether RoHS component exemptions are claimed by Supplier): Mercury & Mercury Compounds, Lead & Lead Compounds, Cadmium & Cadmium Compounds; Hexavalent Chromium & its compounds; Polybrominated Biphenyls (PBB); Polybrominated Diphenyl Esters (PBDE); Hexabromocyclododecine (HBCD); or any other chemical or hazardous material otherwise restricted pursuant to RoHS. Supplier will promptly furnish all necessary information and records evidencing the Products’ compliance with RoHS upon request by Buyer. Additionally, Supplier shall promptly provide material declarations upon request with respect to the Products provided to Buyer hereunder.

Nanomaterials: Supplier warrants that the Products supplied to Buyer under this Contract do not contain, and are not manufactured with, nanomaterials. Nanomaterials are materials with at least one dimension of 1-100nm, or materials intentionally designed to exhibit physio-chemical properties different from those of the non-nanof orm of the same material. Supplier will notify Buyer in writing before proceeding to accept this Contract if any of the supplied to Buyer under this Contract contains or is manufactured with nanomaterials.

Certification: At Buyer’s request, Supplier will certify its compliance in a reasonable amount of time and in a format acceptable to Buyer, with the foregoing provisions of this Addendum.

Embargo: No Products will be supplied to Cuba, North Korea, Iran, Sudan, Syria, or to any other country to which the U.S. or Canada has embargoed goods. Neither Party will supply, directly or indirectly, to any Buyer employees or representatives, anything of value, directly or indirectly, for the purpose of obtaining or retaining orders for Products. Supplier will comply with all applicable anti-corruption laws, including, without limitation, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and the U.S. Foreign Corrupt Practices Act, and the U.K. Bribery Act, and that neither it nor any of its subcontractors, vendors, agents or other associated third parties will engage in any form of commercial bribery, nor directly or indirectly provide or offer to provide, anything of value to or for the purpose of obtaining or retaining any contract, business opportunity or other business benefit, or to influence any act or decision of that person in his/her official capacity.

Conflict Minerals: Supplier shall implement internal measures to monitor and update legal requirements to avoid any conflict minerals in the Products which have been sourced from prohibited mines in the Democratic Republic of the Congo or surrounding areas as defined by applicable law, and (ii) inform Buyer whether any conflict minerals have been identified in the Products. After this date, are utilized for the Products. Supplier must provide all requested conflict minerals information to the requesting party. If Supplier is a smelter, Supplier agrees to comply with the Conflict-Free Smelter Program protocols developed by Conflict-Free Sourcing Initiative (CFSI). As used above, the term “Conflict Minerals” means columbite-tantalite, cobalt, columbite, tantalum, tin, tungsten and gold, respectively, or other minerals or compounds that may be designated in the future by the U.S. Secretary of State or in applicable Canadian law. Supplier understands and acknowledges that any information provided pursuant to this Contract section may be provided by Buyer to its customers and may be used by Buyer’s customers to comply with their reporting requirements.