Thistle Group, L.L.C. and Subsidiaries

Terms and Conditions of Purchase

Date: May 10, 2022

[1. Application 3](#_Toc472516884)

[2. Offer and Acceptance 3](#_Toc472516885)

[3. Fixed-Quantity and Requirements Contracts 3](#_Toc472516886)

[4. Firm Delivery Dates and Quantities / Capacity 4](#_Toc472516887)

[5. Price and Payment 5](#_Toc472516888)

[6. Duration 6](#_Toc472516889)

[7. Packaging, Shipping, and Proof of Origin 6](#_Toc472516890)

[8. Subcontracting 7](#_Toc472516891)

[9. Force Majeure 7](#_Toc472516892)

[10. Quality and Compliance with Specification 8](#_Toc472516893)

[11. Competitiveness 8](#_Toc472516894)

[12. Notice of Defects 8](#_Toc472516895)

[13. Warranties and Warranty Claims 9](#_Toc472516896)

[14. Recall and Other Field Actions 10](#_Toc472516897)

[15. Liability 10](#_Toc472516898)

[16. Seller’s Financial and Operational Condition 12](#_Toc472516899)

[17. Proprietary Rights and Rights of Use 12](#_Toc472516901)

[18. Product Labeling 12](#_Toc472516902)

[19. Delivery of Service and Spare Parts 13](#_Toc472516905)

[20. Confidentiality 13](#_Toc472516906)

[21. Reservation of Title 13](#_Toc472516907)

[22. Buyer’s Right of Setoff 13](#_Toc472516908)

[23. Change in Control of Seller 14](#_Toc472516909)

[24. Default and Remedies for Default 14](#_Toc472516910)

[25. Seller May Not Stop Deliveries 15](#_Toc472516911)

[26. Termination 15](#_Toc472516912)

[27. Termination Claims and Obligations 16](#_Toc472516913)

[28. Federal Contracts / Fair Labor Standards 16](#_Toc472516915)

[29. General Provisions 17](#_Toc472516917)

These Terms and Conditions of Purchase (the Terms) are incorporated into every Purchase Order through which Thistle Group, L.L.C., Thistle Molded Group, L.L.C. and U.S. Silicones, LLC, and each of their subsidiaries and affiliated companies (“Buyer”) purchases Goods from any supplier (“Seller”). The particular Buyer is the entity designated as such on the Purchase Order. As used in these Terms, the Purchase Order means not only the Purchase Order itself, but also the Terms, any Releases, and any other incorporated documents, as well as any modifications to any of these documents. As used in the Terms, the Goods are the products, parts, components, Tooling, matters, services, or materials (including related documentation and the source code and object code of any software) the delivery of which is the subject of the Purchase Order.

1. Application
   1. The Purchase Order governs Seller’s deliveries of the Goods to Buyer. Buyer objects to any other terms or conditions, including any terms of Seller or any additional or contradicting terms or conditions in any offer or acceptance of Seller, which are not part of the agreement between the parties. No action or inaction on the part of Buyer, including acceptance of or payment for any Goods, is an acceptance of any terms other than these Terms.
   2. The Purchase Order is the entire and final agreement between Buyer and Seller, and supersedes any prior or contemporaneous negotiations or agreements regarding the Goods.
   3. The Purchase Order may not be amended or modified, nor may any collateral agreements be formed, unless the amendment, modification, or agreement is in a writing signed by Buyer that expressly references the Purchase Order or these Terms.
2. Offer and Acceptance
   1. A Purchase Order is Buyer’s offer to Seller. Until it is accepted under Section 2.2, Buyer may revoke any Purchase Order at any time without incurring any liability to Seller.
   2. Seller accepts the Purchase Order, in its entirety and without modification, by agreeing to it in writing or taking any step in furtherance of performing its obligations under the Purchase Order, including engineering, design, development, or manufacturing work, procuring raw materials or equipment, or beginning to manufacture the Goods.
3. Fixed-Quantity and Requirements Contracts
   1. Fixed-Quantity Contracts: If the Purchase Order states a specific quantity (other than “0,” which indicates a 100% requirements contract under Section 3.1), the Purchase Order is a fixed-quantity contract. Seller must supply Buyer with the specified quantity of Goods, and Buyer must purchase from Seller that quantity of Goods at the price indicated. Seller must deliver the Goods to the locations and at the times in the Purchase Order or in any Release issued by Buyer.
   2. 100% Requirements Contracts: If the Purchase Order does not state a specific quantity, or if the Purchase Order states the quantity as “0,” “REQ,” “100% REQ,” “100%,” “AS REL,” “as released,” or similar, the Purchase Order is an exclusive 100% requirements contract. Buyer must order exclusively from Seller all of the Goods that Buyer may need during the Term of the Purchase Order (as defined below). Seller must deliver to Buyer all of the Goods so ordered, and Buyer must pay for those Goods as stated in the Purchase Order. Seller must deliver the Goods in the quantities, at the times, and to the locations in any Release issued by Buyer. Buyer’s needs for the Goods are determined primarily by the needs of Buyer’s customer. Buyer will determine its needs for Seller’s Goods, including quantities and delivery dates, and communicate those quantities and delivery dates to Seller through Releases.
   3. Less-Than-100% Requirements Contracts: If the Purchase Order states the quantity as a specific percentage of Buyer’s requirements that is less than 100% (such as “70% REQ,” “70%,” or similar), the Purchase Order is a requirements contract, and is exclusive to Seller as to the indicated percentage of Buyer’s requirements. Buyer will order exclusively from Seller the indicated percentage of the Goods that Buyer may need during the Term of the Purchase Order (as defined below). Seller must deliver to Buyer all of the Goods so ordered, and Buyer must pay for those Goods as stated in the Purchase Order. Seller must deliver the Goods in the quantities, at the times, and to the locations in any Release issued by Buyer. Buyer’s needs for the Goods are determined primarily by the needs of Buyer’s customer. Buyer will determine its needs for Seller’s Goods, including quantities and delivery dates, and communicate those quantities and delivery dates to Seller through Releases.
4. Firm Delivery Dates and Quantities / Capacity
   1. The Purchase Order or Release may specify a firm quantity of Goods or a firm quantity of raw materials or components, as well as a firm delivery date. All firm quantities and delivery dates are binding on both Buyer and Seller.
   2. Seller acknowledges that time is of the essence for all obligations of Seller under the Purchase Order, including for the firm quantities and delivery dates identified in the Purchase Order or in any Release.
   3. Unless the Purchase Order, Release, or a separate agreement between the parties states otherwise, the only quantities on a Release that are firm are those shown for the first two (2) weeks (for finished goods) and the following four (4) weeks (for raw materials only).
   4. Unless expressly identified as firm, all quantities and delivery dates in the Purchase Order, any Release, or any other document are estimates, are for planning purposes only, and Buyer has no obligation to Seller for them.
   5. If Seller delivers Goods in advance of Buyer’s firm delivery schedule, Buyer may either: (A) return the Goods at Seller’s expense for proper delivery; or (B) withhold payment for the Goods until the scheduled delivery date and place such Goods in storage, at Seller’s expense, until the scheduled delivery date.
   6. Unless otherwise stated on the Purchase Order, delivery must be made FCA (Seller’s Dock) (Incoterms 2010) to Buyer and must include the return of the packaging in circulation to Seller.
   7. Seller must notify Buyer immediately in writing of any delays that become apparent.
   8. Seller must maintain sufficient capacity to satisfy any quantities, including estimated quantities, in the Purchase Order or any Release.
5. Price and Payment
   1. **Each price in the Purchase Order is a fixed price and represents the total price for the manufacturing and delivery of Goods under the Purchase Order. Seller may not adjust prices or invoice additional costs of any nature whatsoever.** The prices do not include applicable sales tax, which will be added from time to time.
   2. Invoicing:
      1. Seller will invoice Buyer upon delivery of the Goods. Invoices and packing lists must be sent to locations identified by Buyer. For shipments that will cross national borders (exports), the required documentation must be provided to parties identified by Buyer no later than the time of shipment.
      2. Buyer may reject any invoice that does not show the complete Purchase Order number, Release number, and any other numbers necessary to identify the contract under which the Goods were manufactured and delivered. If Buyer rejects an invoice, payment is due based on the date Buyer receives a corrected invoice.
   3. Buyer will pay for conforming Goods at the price stated in the Purchase Order. Payment terms are Net 60 Days. Unless otherwise stated, all payments are in U.S. dollars and include all storage, handling, packing, freight, insurance, taxes, duties and any other charge of any nature. Seller represents and warrants that the prices charged to Buyer are no less favorable than those that Seller extends to its most-favored customers for like goods and services.
   4. Buyer’s liability for any of the Goods is limited to the price for those Goods shown on the Purchase Order or Release.
   5. Buyer is not obligated to pay for defective deliveries until the defect is resolved.
   6. Seller may not assign to, or have collected by, third parties any of Seller’s claims against Buyer. If Seller assigns Seller’s claims against Buyer to a third party without Buyer’s prior written consent, Buyer may at its choice discharge its obligation either toward Seller or toward the third party.
6. Duration
   1. The duration of the Purchase Order is the life of each final product into which the Goods are ultimately incorporated as determined by Buyer’s customer or ultimate OEM end customer, and including any period during which Buyer will provide service or replacement parts incorporating the Goods to Buyer’s customer (the Term). The Term may be lengthened or shortened as a result of Buyer’s customer or ultimate OEM end customer increasing or decreasing the life of the applicable final product. Nothing in this section affects Buyer’s rights to terminate the Purchase Order in Section 26.
   2. Seller may not terminate the Purchase Order before the end of the Term.
   3. Upon the expiration or termination of any Purchase Order, Seller will cooperate with Buyer and provide all reasonably requested support and information required by Buyer to facilitate Buyer’s sourcing of the Goods to a replacement Seller.
7. Packaging, Shipping, and Proof of Origin
   1. All Goods must be properly packed, labeled, and shipped in order to ensure the lowest transportation costs, using customary care and diligence. The Goods must be packed according to the packaging specifications of Buyer. Seller will be liable for any damage due to faulty packaging.
   2. Seller must immediately obtain all documents and other information required under customs provisions or any other applicable state provisions, including drawback documents, proofs of origin, and other information relating to the origin of the Goods and the materials they contain under commercial law or provisions governing preferential trade.
   3. If Buyer determines a carrier or a means of transport, Seller must ship the Goods with that carrier and means of transport.
8. Subcontracting
   1. Seller may not subcontract any of its obligations under a Purchase Order without the express written consent of Buyer.
   2. Regardless of whether Seller subcontracts any of its obligations under the Purchase Order, Seller remains directly responsible to Buyer for the performance of those obligations.
9. Force Majeure
   1. Any delay or failure of either party to perform its obligations under the Purchase Order will be excused to the extent that Seller is unable to produce, sell, or deliver, or Buyer is unable to accept delivery, buy, or use, the Goods, directly as the result fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, governmental orders, inability to obtain raw materials or labor shortages (collectively, a Force Majeure Event). Written notice of the Force Majeure Event (including the anticipated duration of the delay) must be given by the affected party to the other party as soon as possible (but in no event more than 10 days after the Force Majeure Event occurs).
   2. During any Force Majeure Event affecting Seller’s performance, Buyer may, at its option, purchase the Goods from other sources and reduce its delivery schedules to Seller by those quantities, without liability to Seller.
   3. Seller will use all diligent efforts to ensure that the effects of any Force Majeure Event are minimized and, as promptly as possible, resume full performance under the Purchase Order. If requested by Buyer in writing, Seller will, within five days after Buyer’s request, provide adequate assurances that the delay in Seller’s performance resulting from the event will not exceed 30 days. If the delay lasts more than 30 days or Seller does not provide those adequate assurances, Buyer may immediately terminate the Purchase Order without liability to Seller.
10. Quality and Compliance with Specification
    1. All Goods, including prototypes and production parts, delivered under the Purchase Order must strictly comply with the Specification. The Specification includes each written specification approved by Buyer. Buyer may revise or amend the Specification on its own initiative or at the request or suggestion of the Seller. If, during the course of production of any prototype, Seller develops any changes or improvements that it has verified are suitable for the intended purpose and required quality of the Goods, Seller must inform Buyer of that change or improvement so that Buyer may consider amending the Specification accordingly.
    2. Seller must comply with the accepted state of the art, as well as the agreed Specification, the agreed quality, environmental, safety, and testing rules and regulations, and the agreed technical data. Any change of the Goods or of materials (including the location of manufacture) requires the prior written consent of Buyer, and Seller acknowledges that it may often also require the prior written consent of Buyer’s customer. Seller must review the Specification and notify Buyer immediately of any modifications that may be necessary.
    3. Buyer reserves the right to make, or require Seller to make, modifications to the Goods or the Specification at any time. Seller will, within ten days of the date it is notified of a modification by Buyer, demonstrate the effects of the modification on the price and delivery date through a cost breakdown and other appropriate documentation. If the modification requires any deviation in price or delivery date, Buyer and Seller will agree on an appropriate adjustment in writing.
    4. Buyer has the right upon advance notice to reasonably check compliance with the provisions of this section and to inspect the corresponding records at Seller’s premises. Seller will support Buyer, make records available, and provide information as required.
11. Competitiveness

Maintaining the competitiveness of the Goods is of critical importance to the parties´ commercial relationship. Competitiveness of the Goods is ensured if the Goods correspond to comparable goods of Seller’s competitors in terms of prices and technology.

1. Notice of Defects
   1. Buyer is not required to perform incoming inspections of any Goods, and Seller waives any right to require Buyer to do so. Payment by Buyer is not acceptance of nonconforming Goods. Any inspection by Buyer or its customer is not acceptance of the Goods or a waiver of strict performance and does not relieve Seller of any liability or warranty for the Goods.
   2. Neither any payment made before the detection of defects, nor the acceptance of Goods, nor Buyer’s issuance of further Releases means that the Goods are free from defects or that Seller is released from the warranty.
2. Warranties and Warranty Claims
   1. Seller warrants that:
      1. all Goods conform to all applicable Specifications and other requirements for the Goods;
      2. all Goods are free from any defect in design, workmanship, production, and material;
      3. all Goods are of merchantable quality;
      4. it is aware of the particular purpose for which the Goods will be used, and that all Goods are fit for that particular purpose; and
      5. it conveys good title to Buyer to all Goods free and clear of all liens and encumbrances.

These warranties are in addition to all other warranties provided by law.

* 1. Defective Goods are Goods that fail to conform with any warranty in the Purchase Order, including those in Section 13.1.
  2. If Seller delivers Defective Goods, Buyer, in its sole discretion, may: (A) request that Seller, at Seller’s own risk and expense, rework the Defective Goods or replace the Defective Goods with Goods that conform to the Purchase Order; or (B) if the Defective Goods are already in the production process of Buyer, its customer, or its ultimate OEM end customer, at Seller’s cost and expense, have the Defective Goods replaced or reworked by Buyer, Buyer’s customer, or a third party. If the Defective Goods have already been installed in a product and delivered to Buyer’s customer and Buyer does not receive the Defective Goods from its customer for inspection, Seller will accept the determination of Buyer’s customer, or Buyer’s ultimate OEM end customer, or its agents or contractors (such as a dealer) as a reasonable determination that the Goods are Defective Goods.
  3. Seller must reimburse Buyer for all direct and indirect costs incurred by Buyer or charged to Buyer by its customer in connection with the delivery of a Defective Good (including costs for transport, examination, handling, sorting, dismantling, material, and work).
  4. Seller’s warranties and its responsibility for delivering Defective Goods may not be waived, limited, or altered in any way except through a written document signed by Buyer expressly referencing the Purchase Order and this Section 13.
  5. The warranty period for delivered Goods begins upon delivery of the Goods and continues through the longest of: (A) 12 months after production of the end product; or (B) the warranty period provided by applicable law; or (C) the warranty period offered by Buyer’s customer to end-users for the Goods installed on or as part of the final product. If Buyer or any direct or indirect customer, voluntarily or pursuant to a government mandate, makes an offer to owners of final product (or other finished products) on which the Goods, or any parts, components, or systems incorporating the Goods, are installed to provide remedial action or to address a defect or condition that relates to safety or the failure of a final product to comply with any applicable law, safety standard, or corrective service action, the warranty will continue for the period of time that may be dictated by the customer or the federal, state, local, or foreign government where the Goods are used or provided.
  6. Nothing in this section waives or alters Buyer’s rights with respect to any claims for damages or costs according to any applicable statutes or laws, including any claims under product-liability laws, or any indemnity claims by Buyer against Seller.

1. Recall and Other Field Actions

If Buyer, its customer, or the manufacturer of the final product (or any other end products) into which the Goods, or products, components, or systems containing the Goods, have been assembled performs a recall, either upon its own initiative or upon the decision of any public authority (a Recall), Seller will be liable to Buyer for all damages in connection with the Recall to the extent that the Recall results from the delivery of Defective Goods or from any other breach of the Purchase Order by Seller.

1. Liability
   1. Seller is liable to Buyer for any breach of the Purchase Order. Seller’s liability includes Buyer’s direct, indirect, incidental, and consequential damages, and any other damages or other remedies available under law or equity. Seller will reimburse Buyer for any attorney’s fees, other professional fees, and court costs incurred by Buyer in connection with any breach of the Purchase Order by Seller or any action by Buyer to enforce its rights under the Purchase Order.
   2. Seller must pay Buyer for any loss that is caused by Seller’s breach of the Purchase Order, or that arises from or relates to warranty, product-recall, or product-liability claims asserted by any party against Buyer, or that arises from or relates to any injuries to persons, including death, or damage to property caused by Seller. But Seller need not pay for any loss that is caused solely by Buyer’s negligence.
   3. As used in Section 15.1:
      1. A loss means any amount that Buyer is legally responsible for or pays in any form. Amounts include any judgment, settlement, fine, penalty, damages, cost, or expense, including attorneys’ or other professional fees. A loss can be tangible or intangible; can arise from bodily injury, property damage, or other causes; can be based on tort, breach of contract, or any other theory of recovery; and includes Buyer’s direct, indirect, incidental, and consequential damages and any other damages.
      2. A loss is caused by an event if the loss would not have occurred without the event, even if the event is not a proximate cause of the loss.
      3. Buyer includes its affiliated companies and Buyer’s and its affiliated companies’ directors, officers, employees, invitees, agents, and customers.
      4. Seller includes Seller’s employees, subcontractors, and agents.
   4. Seller waives the application of the doctrine of comparative negligence and other doctrines that may otherwise allocate the liability covered by Seller’s obligations under Section 15.1. Those obligations are in addition to Seller’s warranty obligations.
   5. Buyer will notify Seller within a reasonable time after Buyer knows of a claim for a loss that Seller might be obligated to pay. Buyer’s failure to give notice within a reasonable time does not terminate Seller’s obligation under Section 15.1, except to the extent that the failure prejudices Seller’s ability to defend the claim or mitigate losses.
   6. Seller will defend the claim through counsel approved by Buyer. Seller may not settle the claim without Buyer’s written authorization unless the terms of settlement could not materially adversely affect Buyer.
   7. If any third party asserts any claim against Buyer under liability without fault that arises from the delivery or performance of Seller and that the third party could also assert against Seller, Seller will indemnify Buyer to the extent Seller would be directly liable to the third party.
   8. **Limitations on Buyer’s liability to Seller:** Buyer is not liable to Seller for anticipated profits or for special, incidental, or consequential damages under any circumstances. Buyer’s liability for a claim of any kind or for any loss arising out of or in connection with or resulting from each Purchase Order, the Goods, or any other agreement between Buyer and Seller is limited to any amounts due Seller through a termination claim under Section 27.
   9. No action by Buyer, including the payment for Goods or acceptance of a later delivery, is a waiver of any of its rights under the Purchase Order, including its rights to pursue any claim against Seller.
2. Seller’s Financial and Operational Condition
   1. Seller warrants to Buyer as of the date of each Purchase Order, and repeats on the date of each Release or delivery, that: (A) it is not insolvent and is paying all debts as they become due; (B) it is in compliance with all loan covenants and other obligations.
   2. Seller must provide prompt written notice to Buyer of any impending or threatened insolvency of the Seller.
3. Proprietary Rights and Rights of Use
   1. Seller warrants that the use of the Goods as intended by Buyer does not infringe any domestic or foreign patents or other intellectual-property rights (Proprietary Rights) of any third party. Seller will indemnify Buyer from and against all legal disputes, damage, claims or demands arising out of the actual or alleged infringement of Proprietary Rights by the use or the sale of the Goods. Section 15.2 applies to this duty to indemnify.
   2. Where the use of the Goods by Buyer requires Proprietary Rights of Seller, Seller grants Buyer free of charge the world-wide, irrevocable right to use, sell, repair, or copy the Goods, either directly or through third parties.
   3. If a Purchase Order contains development work paid for by Buyer, either by means of a unique payment or through the price of the parts, any and all results of that development work, including any Proprietary Rights, are the exclusive property of Buyer.
4. Product Labeling
   1. Seller will label the Goods as specified by Buyer.
   2. Any Goods bearing a trademark proprietary to Buyer or provided with corresponding equipment or packed in Buyer original packaging must be delivered by Seller only to Buyer or to a third party designated by Buyer. Seller has no additional right to use the trademark. If trademarked Goods are rejected as defective, Seller will disable them at Seller’s cost.
   3. In addition to any other rights under the Purchase Order, if Seller violates this Section 18, Buyer may terminate the Purchase Order without notice, and Seller will surrender that which Seller gained from the violation as compensation of the damage incurred to Buyer.
5. Delivery of Service and Spare Parts

For Goods that will be incorporated into products for motor vehicles, Seller will supply Buyer with 100% of its requirements for service and spare parts for 15 years after the end of production. During this 15-year period, the price will be the price on the most recent production Purchase Order, plus any additional costs for packaging and processing to which Buyer agrees.

1. Confidentiality
   1. The parties will treat as trade secrets any and all nonobvious commercial and technical details they learn of through the business relationship created by the Purchase Order. Formulas, drawings, models, samples, or similar items may not be made available to unauthorized third parties. The parties may not reproduce any of these items unless permitted within the scope of operational requirements and within the scope of copyright, patent, trademark, or trade-secret law.
   2. Seller may not share any of the information regarding the Goods with any third party, including sub-suppliers, without Buyer’s prior written consent.
   3. Seller may not use its business relationship with Buyer for advertising purposes without Buyer’s prior written consent.
2. Reservation of Title

Title to the delivered Goods will pass to Buyer upon delivery. Seller may not prolong or extend any reservation of title.

1. Buyer’s Right of Setoff

Buyer or its affiliates may set off any claim, whether due or not due, present or future, that it has or may have against Seller or its affiliates or to offset against any such claim that Seller or its affiliates may have against Buyer or its affiliates.

1. Change in Control of Seller
   1. A change of control of Seller includes:
      1. the sale, lease, or exchange of a substantial portion of Seller’s assets used for the production of Goods, or Seller’s entrance into an agreement for the same;
      2. the sale or exchange of more than 50% of Seller’s stock or other ownership interest (or of such other amount as would result in a change of control of Seller), or Seller’s entrance into an agreement for the same; or
      3. the execution of a voting or other agreement providing a person or entity with control of Seller or control of more than 50% of Seller’s stock or other ownership interest (or of such other amount as would result in a change of control of Seller).
   2. If Seller enters into an agreement for change of control, or an event described in this section occurs, Seller must notify Buyer promptly in writing.
2. Default and Remedies for Default
   1. Default means:
      1. Seller’s repudiation, breach, or threatened breach of any of the terms of any Purchase Order, including any of Seller’s warranties or delivery obligations (e.g., Buyer may terminate any or all of its Purchase Orders with Seller if Seller breaches any one of its Purchase Orders with Buyer);
      2. Seller’s failure to provide Buyer with adequate assurance of Seller’s ability to perform timely any of Seller’s obligations under a Purchase Order or Release; or
      3. Seller’s failure, after being provided with the notice described in Section 11, to remain competitive with respect to price, quality, delivery, technology, payment terms, or customer support.
   2. In the event of a Default, Buyer may, in its sole discretion:
      1. waive all or any part of the Default;
      2. agree in writing to any modification of the Purchase Order:
      3. terminate the Purchase Order for cause in whole or in part;
      4. purchase goods in substitution for those to be supplied by Seller under the Purchase Order and charge Seller for any excess costs resulting from that purchase; and
      5. exercise any other legal or equitable rights or remedies it has.
3. Seller May Not Stop Deliveries

Under no circumstances may Seller cease deliveries to Buyer that are required by the Purchase Order. Seller acknowledges that its failure to deliver as required by the Purchase Order will cause irreparable harm to Buyer, and that if it does stop deliveries, preliminary and permanent injunctive relief should be granted in Buyer’s favor, compelling Seller to resume and continue deliveries as required by the Purchase Order.

1. Termination
   1. Termination for convenience: Buyer may terminate all or any part of a Purchase Order at any time and for any business reason by giving 30 days’ written notice to Seller.
   2. Termination due to customer termination: If Buyer’s customer terminates all or any part of its order with Buyer for any reason, Buyer may terminate all or any part of a Purchase Order by giving written notice to Seller. A notice period of 30 days or of any other length is not required—the termination may be immediate.
   3. Termination for cause: Buyer may immediately terminate all or any part of a Purchase Order without any liability to Seller in the event of any Default by Seller. If, after termination for cause, it is determined that Seller was not in Default, the rights and obligations of the parties will be the same as if the termination were for convenience under Section 26.1.
   4. Termination for change in control: In addition to its other remedies, Buyer may, at its option, terminate the Purchase Order without any liability to Seller if there is a change of control of Seller. Buyer must give Seller 30 days’ notice of a termination for change in control.
   5. Termination in event of a Seller Insolvency: Buyer may immediately terminate each Purchase Order without any liability to Seller in the event of a Seller Insolvency. A Seller Insolvency includes: Seller’s insolvency; Seller’s inability to promptly provide Buyer with adequate assurance of Seller’s financial capability to timely perform any of Seller’s obligations under any Purchase Order; the filing of a voluntary petition in bankruptcy by Seller; the filing of an involuntary petition in bankruptcy against Seller; the appointment of a receiver or trustee for Seller; or the execution of an assignment for the benefit of creditors of Seller.
   6. Seller may not terminate the Purchase Order. If: A) Buyer materially breaches; B) Seller provides written notice of the material breach; and C) Buyer fails to cure the breach, then Seller may cancel the Purchase Order only after providing Buyer with required transition support per Section 6.3.
2. Termination Claims and Obligations
   1. Once it receives notice of termination, Seller, unless otherwise directed in writing by Buyer, must (A) immediately terminate all work under the Purchase Order or Release; (B) transfer title and deliver to Buyer the usable and merchantable finished Goods that Seller produced or acquired in accordance with firm Release amounts under the Purchase Order.
   2. If the termination is for convenience or for change in control as defined in Section 26, Buyer will pay to Seller the following amounts without duplication: (A) the Purchase Order price for all finished and completed Goods that conform to the requirements of the Purchase Order and were not previously paid for.
   3. If the termination is for cause or Seller Insolvency, Seller is not entitled to any further payments by Buyer.
   4. Except as stated in this Section 27, Buyer is not be liable for and is not required to make payments to Seller for any alleged losses or costs, including loss of anticipated profit, unabsorbed overhead, interest on claims, product-development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, ancillary exit charges, obsolescence costs, or general and administrative burden charges resulting from termination of the Purchase Order or otherwise. Notwithstanding anything to the contrary, Buyer’s obligation to Seller upon termination will not exceed the obligation Buyer would have had to Seller in the absence of termination.
   5. Within 30 days after the effective date of termination for convenience or for change in control, Seller must furnish to Buyer its termination claim, together with all supporting data (which will consist exclusively of the items of Buyer’s obligation to Seller that are listed in Section 27.2). Buyer may audit Seller’s records before or after payment to verify amounts requested in Seller’s termination claim.
3. Federal Contracts / Fair Labor Standards

To the extent required by law, the following clauses relating to contracts with the U.S. Government are incorporated into and made applicable to all purchase orders: (i) the Equal Opportunity clause, 41 C.F.R. 60-1.4; (ii) the Affirmative Action for Disabled Veterans & Veterans of the Vietnam Era clause, 41 C.F.R. 60-250; (iii) the Affirmative Action for Handicapped Workers clause, 41 C.F.R. 60-741; (iv) the posting requirements of Executive Order 13201; and (v) the Federal Acquisition Regulations. Seller will comply with all applicable requirements of Sections 6.7 and 12 of the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq. (“FLSA”) in the performance of work under any Purchase Order, and with all applicable regulations and orders issued under Section 14 of FLSA. Seller will indemnify and hold Buyer harmless from and against any liability, claims, fines, demands, or expenses (including attorney’s or other professional fees) arising from or relating to any claim that Seller violated these federal contract requirements or the FLSA.

1. General Provisions
   1. In these Terms, *including* and its variants means *including but not limited to*.
   2. If any provisions of the Purchase Order, any Release, these Terms, or any other related or incorporated documents is found invalid, the validity of the remaining documents and Terms will be unaffected. The parties will replace the invalid provision with a provision that comes as closely as possible in terms of economic results to the invalid provision.
   3. Governing Law: The Purchase Order, including these incorporated Terms, is governed by the laws of the state of Indiana. The provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply. Any conflict-of-laws or choice-of-law provisions or principles that would require application of the laws of a jurisdiction other than those of the state of Indiana are excluded.
   4. Jurisdiction: Any action arising under or relating to a Purchase Order is subject to the exclusive jurisdiction of the state and federal courts sitting in Indiana, without giving effect to any principles relating to conflicts or choice of law. These courts include the Allen County Circuit Court and the United States District Court for the Northern District of Indiana sitting Fort Wayne, Indiana. The parties consent to the jurisdiction of these courts, and Seller will stipulate to dismiss any lawsuit brought in any court other than these courts.
   5. Exclusive Venues: The exclusive venues in which any dispute arising under or relating to the Purchase Order may be litigated are the Allen County Circuit Court or the United States District Court for the Northern District of Indiana sitting in Fort Wayne, Indiana. Seller will stipulate to dismiss any lawsuit brought in any court other than these courts may be dismissed as improperly venued. The remainder of this section notwithstanding, Buyer reserves the right to bring a lawsuit in any court with jurisdiction over Seller.