



MASTER TERMS AND CONDITIONS OF PURCHASE

Pole/Zero Acquisition, Inc., a Delaware corporation, dba Pole/Zero Corporation ("Pole/Zero") agrees to purchase, and the Seller identified on the face of this purchase order ("Seller") agrees to sell, the products ("Products") and/or provide the services ("Services") as described in this purchase order including any document or drawing referenced or incorporated by reference in this purchase order (collectively, "Order"), subject to the following:

1. **Acceptance of Order:** Acceptance of the offer represented by this Order is expressly limited to the terms of this Order. Signing and returning the acknowledgment document of this Order, (if included herewith) or, in any event, any shipment of Products or provision of Services or commencement of performance hereunder shall constitute acceptance of this Order. Pole/Zero may withdraw this Order at any time before it is accepted by Seller. The terms set forth in this Order shall constitute the sole and exclusive agreement between Pole/Zero and Seller relating to the subject matter of this Order. No changes are binding on Pole/Zero unless they are in writing and signed by an authorized representative of Pole/Zero. Pole/Zero hereby gives notice that it objects to and rejects any terms or conditions in any document that have been or may be supplied by Seller to Pole/Zero which are in addition to, different from, inconsistent with or attempt to vary any of the terms and conditions of this Order, whether such terms are set forth in Seller's proposal, order acknowledgement, invoice or otherwise. Pole/Zero's acceptance of the Products and/or Services shall not be construed as an acceptance of any terms and conditions contained in any such document.

2. **Price:** The price of the Products and/or Services is the price stated in this Order. No increase in the price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Pole/Zero. Unless otherwise specified in this Order, the prices shown on this Order shall be complete, and no additional charges of any type shall be added without Pole/Zero's express written consent. Such additional charges include, but are not limited to, shipping, packaging, labeling, customs duties, taxes, storage, insurance, boxing and crating.

3. **Payment Terms:** Unless otherwise specified in this Order, payment of Seller's invoice shall be due 90 days after receipt by Pole/Zero, provided that Pole/Zero does not otherwise contest the amount of such invoice in good faith.

4. **Termination for Convenience of Pole/Zero:** Pole/Zero reserves the right to terminate this Order or any part hereof at any time for any undelivered Products and/or Services upon notice to Seller. In the event of such termination, Seller shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease such work. Seller shall be paid a reasonable termination charge consisting of a percentage of this Order price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination. Seller shall not be paid for any work done after receipt of notice of termination, nor for any costs incurred by Seller's suppliers or subcontractors which Seller could have reasonably avoided.

5. **Termination for Cause:** Pole/Zero may also terminate this Order or any part hereof, or any other Order between the parties, for cause upon notice to Seller in the event of any default by Seller or if Seller fails to comply with any of the terms or conditions of this Order. Late deliveries, Products and/or Services which are defective or which do not conform to this Order, and failure to provide Pole/Zero, upon request, reasonable assurances of future performance shall all be causes allowing Pole/Zero to terminate this Order for cause. In the event of termination for cause, Pole/Zero shall not be liable to Seller for any amount other than payment for Products and/or Services received and accepted by Pole/Zero prior to such termination, and Seller shall be liable to Pole/Zero for any and all damages sustained by reason of the default which gave rise to the termination.

6. **Confidentiality:** Seller shall consider all information furnished by Pole/Zero to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than performing this Order, unless Seller obtains written permission from Pole/Zero to do so. This section shall apply to drawings, specifications or other documents prepared by Seller for Pole/Zero in connection with this Order. Seller shall not advertise or publish the fact that Pole/Zero has contracted to purchase Products and/or Services from Seller, nor shall any information relating to this Order be disclosed without Pole/Zero's written permission. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Seller to Pole/Zero shall be deemed secret or confidential and Seller shall have no rights against Pole/Zero with respect thereto.

7. **Warranty:** Seller expressly warrants that: (i) all Products and/or Services provided shall conform to all drawings, specifications and appropriate standards and all other requirements of this Order, (ii) all Products (including their component parts) will be new (and not counterfeit) and free from defects in material, design and workmanship; (iii) it has good and marketable title to all Products furnished under this Order and the right to transfer title to such Products to Pole/Zero free of all liens and encumbrances; (iv) all Services shall be performed in a workmanlike manner and in accordance with industry standards; (v) all Products will conform to any statements made on the containers or labels or advertisements for such Products, and any Products will be adequately contained, packaged, marked and labeled; (vi) all Products will be merchantable, and will be safe and appropriate for the purpose for which Products of that kind are normally used; (vii) if Seller knows or has reason to know the particular purpose for which Pole/Zero intends to use the Products, that such Products will be fit for such particular purpose; and (viii) that Products will conform in all respects to any sample. Inspection, test, acceptance or use of the Products and/or Services shall not affect the Seller's obligation under this warranty, and this warranty shall survive inspection, test, acceptance and use. This warranty shall run to Pole/Zero, its successors, assigns and customers, and users of products sold by Pole/Zero. Seller will replace or correct defects of any Products and/or Services not conforming to the foregoing warranty promptly, without expense to Pole/Zero, when notified of such nonconformity by Pole/Zero, provided Pole/Zero elects to provide Seller with the opportunity to do so. Alternatively, if Pole/Zero elects to do so, or in the event of failure of Seller to correct defects in or replace nonconforming Products and/or Services promptly, Pole/Zero may make such corrections or replace such Products and/or Services and in either case may engage third parties to do so, and charge Seller for the cost incurred by Pole/Zero in doing so. Seller warrants that the prices for the Products and/or Services sold to Pole/Zero hereunder are not less favorable than those currently extended to any other customer for the same or similar Products and/or Services in similar quantities. In the event Seller reduces its price for such Products and/or Services during the term of this Order, Seller will reduce the prices for such Products and/or Services correspondingly.

8. **Force Majeure:** Pole/Zero may delay delivery or acceptance where occasioned by causes beyond Pole/Zero's control. Seller shall hold such Products and/or Services at the direction of Pole/Zero and shall deliver such Products and/or Services when the cause affecting the delay has been removed and subject to Pole/Zero's direction. Pole/Zero shall be responsible only for Seller's reasonable direct additional costs in holding the Products or delaying performance of the Services at Pole/Zero's request. Causes beyond Pole/Zero's control shall include acts of God, government action or failure of the government to act where such action is required, strike or other labor trouble, fire, or unusually severe weather.



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9. Intellectual Property: Seller warrants that neither the Products, Services nor use thereof shall infringe on any existing or pending patent, copyright, trademark, trade name, invention or process of manufacturing or other intellectual property right; provided, however, that this warranty shall not apply to the extent that the Products were manufactured or the Services were performed according to Pole/Zero's specifications and such specifications would have resulted in a violation of this warranty. Seller will, upon receipt of notification, promptly assume full responsibility for defense of any suit or proceeding which may be brought against Pole/Zero or its agents, customers or other vendors for alleged infringement, as well as for any alleged unfair competition resulting from similarity in design, trademark or appearance of Products provided hereunder, and Seller will indemnify, defend and hold Pole/Zero and its agents and customers harmless against any and all claims, demands, losses, expenses, costs (including attorneys' fees and court costs), fines and penalties resulting from any such suit or proceeding, including any settlement. Any settlement of such action must be approved by Pole/Zero. Pole/Zero may be represented by and actively participate through its own counsel in any such suit proceeding if it so desires, and the costs of such representation shall be paid by Seller.

Any product which is capable of copyright protection made, designed or developed for Pole/Zero pursuant to this Order shall be a "work made for hire." Seller hereby grants and assigns to Pole/Zero and its successors and assigns any and all inventions, discoveries, computer programs, software, data, technologies, designs, innovations and improvements and related patents, copyrights, trademarks and other industrial and intellectual property rights and applications therefor made or conceived by Seller or its agents or employees in connection with the performance of this Order.

10. Independent Contractor: In the event that Seller's Products and/or Services hereunder require or contemplate performance of Services by Seller's employees, or persons under contract to Seller, to be done on Pole/Zero's property, or property of Pole/Zero's customers, all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of Pole/Zero.

11. Insurance: During the term of this Order, Seller shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$5,000,000 and Worker's Compensation insurance at the statutory limit for the jurisdiction in which Seller operates with financially sound and reputable insurers. Upon Pole/Zero's request, Seller shall provide Pole/Zero with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in this Order. Seller shall provide Pole/Zero with 30 days' advance written notice in the event of a cancellation or material change in Seller's insurance policy.

12. Indemnification: Except as expressly prohibited by law, Seller shall indemnify, defend and hold Pole/Zero and Pole/Zero's customers (the "Indemnitees") harmless from and against any and all claims, demands, losses, expenses, costs (including attorneys' fees and court costs), fines and penalties sustained or incurred by or asserted against the Indemnitees to the extent based upon, related to or arising out of: (i) any breach by Seller of any term, condition, covenant or warranty contained in this Order; or (ii) any act or omission of Seller or Seller's agents, officers, employees or subcontractors in the course of furnishing the Products and/or Services. This indemnification shall be in addition to the warranty obligations of Seller.

13. Changes: Pole/Zero shall have the right at any time to make changes in drawings, designs, specification, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost, or the time required for the performance, an equitable adjustment shall be made and this Order shall be modified in writing accordingly. Seller will accept any such changes subject to this section. Seller shall not make any changes to the design, materials or processes used to manufacture the Products or provide Services or to the location at which the Products are manufactured, without the prior written consent of Pole/Zero.

14. Inspection/Testing: Payment for the Products and/or Services delivered hereunder shall not constitute acceptance thereof. Pole/Zero shall have the right to inspect such Products and/or Services and to reject any or all of said Products and/or Services which are in Pole/Zero's judgment defective or nonconforming, at any time. Products rejected and Products supplied in excess of quantities called for herein may be returned to Seller at its expense in addition to Pole/Zero's other rights. Pole/Zero may charge Seller all expenses of unpacking, examining, reworking, repacking and reshipping such Products. Nothing contained in this Order shall relieve in any way Seller from the obligation of testing, inspection and quality control.

15. Assignments and Subcontracting: No part of this Order may be assigned or subcontracted by Seller or its agents without the prior written approval of Pole/Zero.

16. Set-off: All claims for money due or to become due from Pole/Zero shall be subject to deduction or set-off by Pole/Zero by reason of any counterclaim arising out of this or any other transaction with Seller.

17. Packaging: All Products provided under this Order shall be suitably prepared and packed for shipment in accordance with good commercial practices so as to assure safe delivery, the lowest transportation rates and the meeting of carriers' requirements unless otherwise stipulated in this Order. Each container shall be clearly marked to show Pole/Zero's Order Number. A packing sheet showing Order Number must be included in each container or single unit of shipment, or with each truckload shipment. Any other shipping documentation required by this Order shall be included with the Products.

18. Delivery/Title: Except as otherwise provided in this Order, delivery shall be made CIP Pole/Zero's factory. "CIP" as used herein shall be interpreted in accordance with Incoterms 2010. Time is of the essence and if delivery of Products or rendering of Services is not completed by the time set forth in this Order, Pole/Zero reserves the right without liability in addition to its other rights and remedies to terminate this Order by notice effective as to Products not yet shipped or Services not yet rendered, and to purchase substitute Products and/or Services elsewhere and charge the Seller with any additional expenses, costs and loss incurred as a result. Seller shall promptly notify Pole/Zero in writing if the supply of the Products and/or performance of the Services will be delayed, indicating the cause and extent of the delay, but this shall not relieve Seller of its obligation to deliver and/or perform as required by this Order unless otherwise instructed by Pole/Zero in writing. If in order to comply with Pole/Zero's required delivery date it becomes necessary for Seller to ship by a more expensive way than specified in this Order, increased transportation costs shall be paid by Seller unless the necessity for such rerouting or expedited handling has been caused solely and exclusively by Pole/Zero. Title passes to Pole/Zero upon delivery of the Products. Seller will not deliver any Products earlier than 3 business days in advance of the delivery date in this Order.



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19. Tooling: Seller will retain possession of any Tooling manufactured or procured by Seller for use in the production of the Products for Pole/Zero, and for which Pole/Zero has paid Seller, for use with respect to any future purchases by Pole/Zero. Further, Seller will maintain any such Tooling in good working order. For purposes of this section, "Tooling" means, collectively, all tooling, dies, test and assembly fixtures, gauges, jigs, patterns, casting patterns, cavities, molds, and documentation (including engineering specifications and test reports) used by Seller in connection with its manufacture and sale of the Products, together with any accessions, attachments, parts, accessories, substitutions, replacements and appurtenances thereto.

20. Cumulative Remedies; Waiver: Each of the rights and remedies in this Order shall be cumulative and in addition to any other rights and remedies provided in law or equity. Pole/Zero's failure to insist on performance of any of the terms or conditions contained herein or to exercise any right or privilege or Pole/Zero's waiver of any breach hereunder shall not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type.

21. Limitation on Pole/Zero's Liability- Statute of Limitations: POLE/ZERO SHALL NOT BE RESPONSIBLE TO SELLER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF WHATSOEVER NATURE, OR FOR ATTORNEY'S FEES, LOSS OF MARKET SHARE, OR LOST PROFITS HOWSOEVER THESE MAY BE CHARACTERIZED. IN NO EVENT SHALL POLE/ZERO BE LIABLE TO SELLER FOR ANY AMOUNT WHICH EXCEEDS THE PRICE ALLOCABLE TO THE PRODUCT OR SERVICE OR UNIT THEREOF, WHICH GIVES RISE TO THE CLAIM. Pole/Zero shall not be liable for penalties of any description. Any action resulting from any breach on the part of Pole/Zero as to the Products and/or Services delivered hereunder must be commenced within 1 year after the cause of action has accrued.

22. Conflict Materials Supplier has read and acknowledged Customer's "Conflict Mineral Policy" and "Supplier Code of Conduct." Supplier shall not provide any tantalum, tin, tungsten or gold or their derivative metals or minerals (the "conflict minerals") mined from Democratic Republic of the Congo, Angola, the Republic of the Congo, Uganda, Rwanda, Burundi, Tanzania, Zambia, South Sudan and the Central African Republic (the "covered countries") where such conflict minerals directly or indirectly finance or benefit illegal armed groups. With each shipment, Supplier shall provide Customer with evidence of Supplier's due diligence performed in compliance with this provision for the products and lots received. Supplier will cooperate in reasonable requests of Customer for additional information on smelter sourcing as may be required to meet Customer's sales requirements.

23. Data Security: Seller shall fully comply with the data protection and privacy legislation in all relevant countries and shall ensure that its employees, agents and contractors observe the provisions of that legislation. Seller represents that it has developed and implemented and covenants that it will maintain effective information security policies and procedures that include administrative, technical and physical safeguards designed to (i) ensure the confidentiality, security, integrity and availability of Pole/Zero's information provided hereunder; (ii) protect against anticipated threats or hazards to the confidentiality, security, integrity and availability of such information; (iii) protect against unauthorized access or use of such information; and (iv) ensure the proper disposal of such information. Seller shall promptly notify Pole/Zero of any breach of confidentiality by Seller or any of its agents, disclosure of Pole/Zero's confidential information by Seller or one of its agents or a breach of Seller's information security policies or procedures. Notice shall be provided to Pole/Zero no later than 24 hours upon discovery of breach.

24. Applicable Laws: In performing its obligations and exercising its rights under this Order, Seller shall, at all times, act ethically and in compliance with all applicable laws of the U.S. and any jurisdiction in which Seller is established or conducts operations relating to this Order, including (without limitation) any applicable laws in force from time to time regarding bribery, fraudulent acts, corrupt practices and/or money laundering (collectively, the "Anti-bribery Legislation") and any applicable laws in force from time to time regarding import/export regulations, tax and/or customs and duties (collectively, the "Import/Export Legislation").

Seller hereby certifies that Seller and its directors, officers, employees, agents, sub-contractors and/or consultants: (i) are familiar with, and shall comply in all respects with, the Anti-bribery Legislation; (ii) have not and shall not authorize or make any payments or gifts or any offers or promises of payments or gifts of any kind, directly or indirectly, in connection with this Order to any "foreign official," including (a) any official, agent, or employee of any government or governmental agency; (b) any political party or officer, employee or agent thereof; or (c) any holder of public office or candidate for political office; and (iii) are not officials or employees of any government, an official of a political party, or a candidate for political office, or a director, officer, employee, or affiliate of a government instrumentality. Seller understands that for purposes of this section, a "foreign official" may include an employee or official of a commercial entity in which a government body has an ownership interest or exerts control over the activities of such entity, as well as officials and employees of public international organizations.

Technical information submitted with/during this Order is subject to U.S. export laws. Any imports resulting from this Order are subject to U.S. import laws. U.S. export law as contained in the International Traffic in Arms Regulations ("ITAR") and the Export Administration Regulations ("EAR") is applicable to all technical information submitted with/during this Order. This technical information is not to be placed in the public domain, exported from the U.S., or given to any foreign person in the U.S., without the prior, specific written authorization of Pole/Zero and the U.S. Department of State or the U.S. Department of Commerce, as applicable. If this Order will result in an import shipment for which Pole/Zero will be the importer of record, approval for such foreign procurement must be obtained from Pole/Zero prior to shipment.

25. Supplier Policy Manual; Dover's Code of Conduct: Seller has read, understands and agrees to comply with the Pole/Zero Supplier Policy Manual, a copy of which may be found at <http://www.dovermpg.com/polezero/english/globalnavigation/support/supply-management> under the Supplier Policy Manual section. Seller has read, understands and agrees to comply with the Dover Supplier Code of Conduct, a copy of which may be found at <http://www.dovermpg.com/polezero/english/globalnavigation/support/supply-management> under the Supplier Code of Conduct section. If there are any inconsistencies between this Order and the Supplier Policy Manual, this Order shall govern. If there are any inconsistencies between this Order or the Supplier Policy Manual and the Dover Supplier Code of Conduct, the Dover Supplier Code of Conduct shall govern.

26. Governing Law/Venue: This Order shall be governed by and be construed in accordance with the laws of the State of New York, without giving effect to any choice of law rules. To the extent applicable, each party expressly consents to the exclusive jurisdiction of the federal, state and local courts in the State of New York, to govern all disputes arising out of this Order.