

Suppliers

PURCHASE ORDER GENERAL TERMS & CONDITIONS

1. Offer and Acceptance: This Purchase Order includes these General Terms and Conditions and all specifications, and additional or special terms and conditions attached thereto or incorporated therein by reference. Until accepted by Seller, this Purchase Order constitutes only an offer to enter into a contract which Seller may accept only by signing one copy of the Purchase Order at the place indicated on the cover page and returning same to Buyer with all accompanying documents. Seller's acceptance shall only be effective and binding upon Washington Mills ("Buyer") when received and Buyer reserves the right to revoke this offer at any time prior thereto.

If additional or different terms are proposed or requested by Seller, such proposal or request shall constitute a counter offer which Buyer shall have the option to accept by written notice to Seller.

2. Purchase Order Number: Buyer's Purchase Order number must appear on all invoices, shipping documents, labels and all correspondence and other references thereto.

3. Definition of "Product": The term "Product" as used hereinafter means (a) equipment, materials, supplies, drawings, data and other articles or property and/or (b) the services, as the case may be, which are to be delivered under this Purchase Order and includes design, erection, installation, inspection, testing and expediting as specified therein or as required to supply or furnish the same.

4. Time of Performance: Performance of this Purchase Order at the date or dates specified for delivery of the Product is an integral part thereof and time is of the essence unless otherwise provided therein. Buyer, at its option, may accept delivery at an earlier or later date or dates and such acceptance shall not be deemed to waive any right or remedy available to it under this Purchase Order. Buyer shall have the right to take discounts based on the date of delivery or the date of receipt of Seller's invoice, whichever is the later.

5. Delivery; Title; Risk of Loss; Transportation: The Product shall be delivered to Buyer at the place or places specified and title to and all risks of loss or damage shall remain with Seller until receipt by Buyer. Shipment shall be to f.o.b. point of delivery by lowest cost transportation unless Buyer otherwise directs.

6. Deferment of Delivery; Force Majeure: In the event of fire, flood, strike, lockout, other labor disturbances, accident, war or any other cause whatsoever beyond the reasonable control of Buyer which prevents or interferes with its acceptance or use of the Product, Buyer may defer delivery without obligation or liability to Seller.

7. Quantities; installment; Count: Delivery of Product by Seller in excess of or beyond that provided for in this Purchase Order shall not obligate Buyer under any circumstances. Excess quantities of Product may be returned to Seller and Seller shall reimburse Buyer for any costs or expenses, including all transportation changes incurred by Buyer with respect thereto. If this Purchase Order provides for delivery in installments or from time to time a default under any installment or at any such time shall, at Buyer's option, constitute an event of default under this Purchase Order, Buyer's count of the Product shall be conclusive.

8. Prices: Performance of this Purchase Order shall be at prices no higher than specified therein without Buyer's written agreement. Seller warrants that such price is not higher than Seller's price to similar Buyers for the same or similar Product. If no price is specified, Seller agrees to deliver the Product at the lower of (a) Seller's then prevailing price to similar Buyers, or (b) the then prevailing market price at the date or dates or performance, or (c) Seller's last price to Buyers for the same or similar products.

9. Additional Charges; Packaging: Additional charges including, but not limited to, charges for (a) packaging, loading, drayage, blocking, dunnage, or lighterage or (b) packaging such as containers, boxes, drums, barrels, shells, reels, cores, and the like will not be paid by Buyer unless specifically provided by this Purchase Order, items of packaging will not be returned to Seller.

10. Taxes: Federal, state and local taxes imposed upon the sale of the Product under this Purchase Order shall be included in the price and paid by Seller unless otherwise specifically provided.

11. Payments: Buyer's check or draft shall be accepted by Seller in payment this Purchase Order without discounting for any reason. Drafts, except as issued by Buyer, will not be honored under any circumstances. Payment will be in United States Dollars, unless otherwise stated. Payment terms shall be net 30 days from receipt of a correct invoice unless otherwise agreed in writing.

12. Guaranty: Seller guarantees that the Product shall conform in all respects to the terms, conditions, and specifications of this Purchase Order and shall be free from defects in materials and workmanship. In the event the Product does not conform or is defective as aforesaid and Buyer gives Seller written notice thereof within one year after acceptance by Buyer, or within one year after discovery by Buyer in the case of latent nonconformity or defects Seller shall promptly correct the same, at Buyer's option, by repair, alteration, modification or replacement at Seller's sole cost and expense.

13. Acceptance; Quality; Inspections: The Product shall be subject to inspection and acceptance or rejection by Buyer within a reasonable time after delivery. Payment for the Product shall not be deemed acceptance thereof, Buyer may return to Seller, at Seller's expense, Product which fails to meet the terms, conditions or specifications of this Purchase Order.

Buyer shall also have the right of inspection, at its expense, at Seller's plant either before shipment or during manufacture. Approval or acceptance by Buyer's inspector shall not be deemed or construed to be an acceptance or waiver by Buyer of any guaranty or warranty, under this Purchase Order, express or implied.

14. Repairs by Buyer: Buyer reserves the right to repair alter or modify, at Seller's cost, Product which is not in conformity with the terms, conditions and specifications of this Purchase Order when the same can be done by Buyer at a lesser cost than by returning the Product to Seller.

15. Default; Breach; Negligence; Seller's Liability: Seller shall be liable to Buyer for – and hold it harmless and indemnify it from and against – any and all suits, actions and proceedings, legal or administrative, public or private, and any and all claims, liabilities, judgments, damages whether direct or consequential, interest, attorney's fees, expenses and costs no matter when the same may arise, occur or be sustained and which are or are claimed to be in any manner, directly or indirectly, in whole or in part caused, contributed to or occasioned by reason of Seller's default or breach of the terms and conditions of this Purchase Order or its performance or failure to perform thereunder, or by its negligence whether active or passive, without limiting its generality, the foregoing shall include injury to or death of any person or persons and damage to or loss of property.

In addition to the foregoing, Buyer shall have the right to cancel and terminate this Purchase Order without obligation or liability to Seller in the event of Seller's default under or breach of any of the terms and conditions thereof. The institution of any proceedings against Seller, voluntary or involuntary, under bankruptcy or insolvency laws or the appointment of a receiver or trustee or an assignee for the benefit of creditors shall be deemed an event of default thereunder.

16. Changes; Cancellation: Buyer has the right, on written notice to Seller, to change the quantity, scope, specifications, time of performance or other content of this Purchase Order. If any such change increases or decreases the cost of Seller's cost, the purchase price of the Product shall be adjusted on a fair and equitable basis by negotiation. Buyer has the right at any time on written notice to Seller to terminate this Purchase Order as to all or any portion of the Product not shipped at such time. In the event of such termination, Buyer and Seller shall negotiate a fair and equitable adjustment of the purchase price of the Product. Such adjustment shall not be made in favor or Seller with respect to Product which is Seller's

standard stock. Buyer shall not, under any circumstances, be obligated by such adjustment to pay more than the price stated in the Purchase Order for all Product previously delivered, plus the Seller's actual cost with respect to the uncompleted portion of the Purchase Order. Upon payment of such adjusted purchase price, all Product in process as well as all finished goods shall be the property of Buyer. Termination as provided in this Paragraph 16 shall not relieve Buyer or Seller of any of their obligations as to any Product of Buyer as aforesaid. Any claim of adjustment hereunder must be made in writing within 30 days of the date when the change or termination is ordered.

17. Patents; Copyrights; Title: Seller warrants that the Product and the sale or use of it will not infringe any United States or foreign letters, patent or copyrights and Seller agrees to defend and save Buyer harmless from all costs, expenses, including attorney's fees, and damages or loss occasioned by any alleged infringement of patents or copyrights, whether by reason of the sale or use of the Product or because the sum is enjoined. If said Product is asserted by Seller to be protected by one or more patents owned or controlled by it and suit is instituted to declare any such patent or its claims invalid or so limited in scope as to impair the Product's protection commercially, this Purchase Order may be cancelled forthwith by Buyer without obligation or liability to Seller. Seller further warrants that it has good title to the Product and that the Product is free from any claim of any third party.

18. Drawings, Tools, Etc.: All drawings, prints, dies, patterns, tool and similar items furnished by Buyer in connection with this Purchase Order shall remain Buyer's property and are to be returned to it on delivery of the Product. Any of said items which are produced or furnished by Seller shall become Buyer's property and delivered to it with the Product. If this Purchase Order expressly provides such items are included in the prices and are to remain Seller's property, Buyer shall have the option to purchase same Seller's cost. All changes in said items due to Buyer's change of design or specifications shall be Buyer's expense. If the Product is manufactured to drawings or blueprints furnished by Buyer, the design shall be deemed to be Buyer's proprietary Property and Seller will not furnish to any third party the same Product or parts thereof without Buyer's written permission.

19. Confidentiality; Publicity: Seller understand and agrees the terms and conditions of this Purchase Order shall be kept confidential and in particular, it shall take all reasonable measures to insure that scientific or technical data, specification, engineering drawings, blueprints and like information and data identified by Buyer as proprietary or trade-secret information shall be so kept confidential and disclosed within the Seller's organization only on a need-to-know basis. Seller shall not issue any publicity or advertising relating to this Purchase Order or the Product provided herein without Buyer's prior written consent.

20. Compliance with Laws, Regulations, Etc.: Seller warrants and certifies that it has complied with all statutes, administrative rules and regulations and other requirements. Federal, state or local, as to production, labor, safety and health relating to the Product.

21. Subcontracting & Nondiscrimination in Employment: Unless this purchase order is exempt in accordance with the rules and regulations issued under Executive Orders No. 11141, 11246, 11375, 11625, 11701, and 11758 the Seller agrees to comply during the performance of this purchase order with each and all of the nondiscrimination, equal opportunity and utilization of minority, small business, labor surplus area and women-owned business clause provisions set forth therein or with any amending or superseding order, law or regulation, the provision of each being deemed by this reference to be expressly incorporated herein as though set forth in full.

22. Non-waiver: Buyer's exercise or failure to exercise or enforce any right or remedy granted or provided by this Purchase Order or its acceptance of a payment for the Product shall not be deemed as or construed to be waiver of any right or remedy it may have for Seller's then existing or subsequent default, breach or compliance thereunder.

23. Assignment: Neither this Purchase Order in its entirety, nor any rights or interest therein may be assigned by Seller without the written agreement of Buyer. Any attempted assignment shall be void.

24. Law Governing: This Purchase Order shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles. Any legal action or proceeding arising under or relating to this

Purchase Order shall be brought exclusively in the state or federal courts located within the State of New York, and the parties hereby consent to the jurisdiction of such courts.

25. Entire Agreement: This Purchase Order constitutes the sale and entire agreement between Buyer and Seller and any prior or contemporaneous understanding or agreements, oral or written, are merged therein. No subsequent changes or modifications of this Purchase Order are binding upon Buyer unless accepted by it in writing. Seller expressly waives all provisions contained in correspondence; letters or other writings relating to the sale of the Product covered by this Purchase Order which negate, limit, extend or conflict with the provisions thereof.

26. Information Security & Data Protection: Seller shall implement and maintain commercially reasonable administrative, technical, and physical safeguards designed to protect all confidential information and any personal data (collectively, "Data") received from or on behalf of Buyer against unauthorized access, use, disclosure, alteration, or destruction.

27. Compliance with Anti-Corruption and Trade Laws: Seller represents and warrants that it shall comply with all applicable anti-corruption, anti-bribery, and anti-money laundering laws, including but not limited to the U.S. Foreign Corrupt Practices Act. Seller shall also comply with all applicable export control and economic sanctions laws and regulations. Seller shall not supply any goods or services that are subject to restrictions or prohibitions under such laws. Any breach of this clause shall constitute a material breach of this Purchase Order.

28. Sustainability Compliance: Seller shall comply with all applicable environmental laws and regulations and shall conduct its operations in a manner that minimizes environmental impact. Seller represents that it does not use forced labor, child labor, or human trafficking in any part of its operations or supply chain and shall comply with all applicable labor and employment laws. Upon request, Seller shall provide reasonable documentation supporting its compliance with this clause.

29. Insurance Requirements: Seller shall maintain, at its own expense, insurance coverage with reputable insurers. Such insurance shall be in amounts customary for the industry and sufficient to cover Seller's obligations under this Purchase Order. Upon request, Seller shall provide certificates of insurance evidencing such coverage and naming Buyer as an additional insured where applicable.

30. Business Continuity & Disaster Recovery: Seller shall maintain reasonable business continuity and disaster recovery plans designed to ensure continued performance under this Purchase Order in the event of disruptions. Seller shall promptly notify Buyer of any event that may materially impact its ability to perform and shall use commercially reasonable efforts to mitigate such impact.

31. Supplier Conduct: Seller agrees to comply with Buyer's Supplier Code of Conduct, if provided, as may be amended from time to time. In the absence of such code, Seller agrees to adhere to generally accepted standards of ethical business conduct.

32. Audit Rights: Buyer shall have the right, upon reasonable notice and during normal business hours, to audit Seller's relevant records and facilities to verify compliance with the terms of this Purchase Order. Seller shall cooperate fully with such audits and promptly address any identified non-compliance at its own expense.

33. Survival: Any provisions which by their nature should survive termination or expiration of this Purchase Order, including but not limited to confidentiality, indemnification, warranties, and compliance obligations, shall survive.