

## Purchase Order Terms and Conditions

B&T USA, a limited liability company organized under the laws of the State of Florida, with its principal place of business at 6801 N 54th St, Tampa, FL 33610 (“**Buyer**”) hereby offers to purchase goods or services from you (“**Vendor**”) only upon the terms and conditions contained herein. These terms and conditions (which include the terms and conditions on the face of the applicable Purchase Order) set forth the entire understanding between Buyer and Vendor and supersede all other prior agreements, written or oral, between Buyer and Vendor with respect to the subject matter of this order. By accepting this offer, Vendor waives all terms and conditions contained in Vendor’s quotation, any verbal agreements, acknowledgments, invoices or other documents which are different from or additional to those contained herein, and all such different or additional terms and conditions shall be null and void and of no effect. All orders placed with Vendor automatically incorporate these terms and conditions, whether or not any Purchase Order or other ordering documentation references these terms and conditions. Neither Buyer’s subsequent failure to object to any such terms, nor the acceptance of goods or services by Buyer, nor inaction by Buyer, shall constitute an agreement by Buyer to any additional terms.

### **Shipping and Billing**

1. All goods shall be suitably packed, marked and shipped by Vendor in accordance with Buyer’s instructions, or in the absence of such instructions, in accordance with requirements of common carriers in a manner to secure lowest transportation costs, and no additional charge shall be made to Buyer unless otherwise stated herein. The goods shall be shipped in a manner to insure proper protection and handling. Breakage or damage shall be Vendor’s responsibility if shipped FOB destination.
2. Unless otherwise stated herein, all charges shall be FOB destination and no charge shall be made by Vendor for transportation or storage. In the absence of other instructions from Buyer, all goods shall be shipped freight prepaid.
3. Packing slips shall accompany each shipment.
4. Original bill of lading, or other shipping receipt, for each shipment shall be promptly forwarded by Vendor in accordance with Buyer’s instructions.
5. Vendor shall describe goods on a bill of lading or other shipping receipt and route shipment in accordance with Buyer’s instructions.
6. Buyer will have no obligation to pay for an invoice unless goods have been received and accepted by Buyer. Buyer’s payment of an invoice will not constitute any waiver of Buyer’s rights or be deemed an acceptance of any shipment.
7. Payments may be withheld by Buyer on account of (i) defective goods or services not remedied, (ii) claims made or filed, (iii) unsatisfactory performance, (iv) failure of Vendor to pay any subcontractors, (v) holdbacks resulting from compliance with applicable construction lien and builders’ liens legislation or (vi) any amounts owed by Vendor to Buyer or its affiliates.
8. No interest, finance or service charge shall be payable.
9. The price set forth on the order is not subject to escalation unless an escalation formula is expressly provided for on the face of the order.
10. When invoices are subject to discount for prompt payment, the discount period shall begin on the date the invoices are received by Buyer or the date the goods are received, whichever is later.
11. Buyer may refuse to accept orders shipped contrary to Buyer’s instructions, in which event the goods may be returned to Vendor at Vendor’s expense.

12. Acceptance of any goods or services shall not bind Buyer to accept future deliveries, nor deprive it of the right to return goods already shipped or services already performed.
13. If delivery of the goods or services is not in accordance with the delivery schedule or completion date, Buyer reserves the right, without liability, in addition to its other rights and remedies, to reject any goods or services, and if Buyer elects to terminate all or a portion of this order and to purchase substitute goods or services elsewhere, then Vendor agrees to pay the excess costs so incurred.
14. Any request for payment issued more than six months after the date of delivery of the goods or services will not be honored.

### **Terms and Conditions**

1. **Delivery and Performance.** Time is of the essence. Deliveries are to be made in quantities and at times specified by Buyer. Buyer shall have no liability to pay for goods delivered to Buyer in excess of quantities specified by Buyer. Buyer may change or suspend delivery schedules upon notice to Vendor. Buyer, in its discretion, may consider nondelivery of any installment of goods a breach of the whole order. If goods are not delivered within sixty (60) days after the order date (unless otherwise stated in the Purchase Order), then the goods will be deemed nondelivered and Buyer will have no responsibility to purchase or pay for such goods and may pursue all available rights and remedies. Vendor must notify Buyer immediately of any delay in performance for any reason. If there is any anticipated delay in the scheduled delivery date, Buyer may, in order to maintain the scheduled delivery date, require Vendor (at Vendor’s expense) to expedite delivery by performing its obligation on an accelerated premium time basis or by shipping via a speedier, alternate transport means. Except as otherwise set forth in the delivery terms on the face of this order, Vendor will retain the risk of loss and/or damage to the goods until the goods are physically delivered to Buyer at the delivery point requested by Buyer.
2. **Price.** The price for goods shipped and work performed shall not be due until final acceptance by Buyer. Buyer’s payment shall not be deemed acceptance. Vendor represents that the prices, terms of payment, warranties and services extended to Buyer are no less favorable to Buyer than those extended to any other customer of Vendor, as in effect on the date of Buyer’s orders, for substantially similar items and quantities and that prices comply with any applicable government regulations in effect at the time of quotation, sale and delivery. Except as otherwise provided in Buyer’s orders, the price in Buyer’s order is complete and no additional charges of any type shall be added without Buyer’s express written consent including but not limited to shipping, packaging, labeling, insurance, storage and crating. In addition, the price includes all applicable federal, state and local taxes. Buyer shall not be responsible for any other taxes, excises or fees (including but not limited to income, franchise or personal property taxes) in connection with Vendor’s furnishing of the goods and work. In the event Vendor reduces its price for the goods, Vendor agrees to reduce the prices to Buyer correspondingly.
3. **Warranties.** In addition to all warranties provided by law, Vendor expressly warrants that all the goods and services covered hereby (and the manufacture, packaging, storage, handling, transportation and

delivery thereof) shall (i) strictly conform to all specifications, drawings, instructions, samples or other description furnished by Vendor or specified by Buyer and (ii) be merchantable, of good material and workmanship, free from defects and of highest quality and be fit and sufficient for Buyer's purposes and Buyer's end-customers' purposes. Vendor further warrants that (i) Buyer shall receive title to the goods free and clear of any liens, claims and encumbrances and any actual or claimed patent, copyright or trademark infringement, (ii) the goods shall be adequately contained, packaged, marked and labeled, and (iii) the services will be performed and the goods manufactured and supplied in compliance with all applicable federal, state and local laws, regulations and orders and all industry, agency and association standards and best practices. Buyer's approval of any specifications, drawings, samples or other descriptions furnished by Vendor shall not relieve Vendor of any of its obligations hereunder. These warranties shall survive any inspection, delivery, acceptance or payment by Buyer, and shall be for the benefit of Buyer, its successors, assigns, customers and users of the goods or services. Buyer's failure to make an inspection or failure to discover any breach of warranty shall not constitute a waiver of any of Buyer's rights or remedies whatsoever. The warranties contained in these terms and conditions may not be limited.

4. **Cancellation.** Buyer shall have the right to cancel all or any part of this order without liability if (i) Vendor does not make deliveries as specified, (ii) Vendor does not make progress as to endanger timely performance, (iii) Vendor breaches any of the terms hereof, (iv) Buyer's business purpose is substantially frustrated, or (v) Vendor becomes insolvent or there is filed by or against Vendor any insolvency proceeding.
5. **Inspections.** All goods shall be received subject to Buyer's inspection and rejection within a reasonable period of time after delivery or performance. The receipt of goods or services, the inspection or non-inspection of or payment for the goods or services, will not constitute acceptance of the goods or services and will not impair Buyer's right to (i) reject nonconforming goods or services, (ii) recover damages and/or (iii) exercise any other remedies to which Buyer may be entitled at law or in equity. Without limiting the foregoing, Buyer may require Vendor to re-deliver non-conforming goods or re-execute nonconforming services at Vendor's sole cost and expense. Defective or non-conforming goods shall be held at Vendor's expense and risk and, if Vendor so directs, shall be returned at Vendor's expense.
6. **Changes.** Buyer reserves the right at any time to make changes in drawings, specifications, designs, packaging, methods of shipment, quantities, place of delivery or delivery schedule as to any goods or services covered hereby. Any difference in price or time for performance resulting from such changes shall be equitably adjusted and confirmed in writing by Buyer. Vendor will not make any changes in drawings, specifications, materials, descriptions and shipping instructions without Buyer's prior written consent.
7. **Buyer's Materials.** All of Buyer's tooling, goods and other property in Vendor's possession shall be held by Vendor as bailee for hire for use only in filling orders from Buyer, shall be kept separate from other materials, shall be clearly identified by Vendor as Buyer's property and shall be fully insured by Vendor. All such materials not consumed in the performance of this order shall be held by Vendor pursuant hereto until Buyer

otherwise directs. Vendor waives and releases Buyer from, and Vendor shall defend, indemnify and hold harmless Buyer from and against, all claims for damage to property and for injury or damage to Vendor, its employees or others, arising out of or in connection with the presence or use of such materials whether such injury or damage is caused by defects in such material, Buyer's negligence or otherwise.

8. **Termination for Convenience.** Buyer shall have the right to terminate this Purchase Order for convenience, in whole or in part, at any time, upon delivery of written notice thereof to Vendor. Upon receipt of such notice, Vendor shall immediately stop its performance and cancel all of its cancellable commitments pertaining to the terminated work and do only such work as is necessary to preserve and protect then existing work in progress. In the event of such termination, Buyer's sole liability shall be limited to payment for (i) the Purchase Order price for goods previously completed and delivered in accordance with this Purchase Order and not previously paid for, plus (ii) Vendor's actual costs incurred prior to the date of termination for work in progress pertaining to the Purchase Order and for all inventory acquired or ordered in good faith for the purpose of fulfilling this Purchase Order which Vendor is unable to cancel or return or otherwise use, plus (iii) Vendor's reasonable direct costs of cancelling such cancellable commitments and preserving and protecting the work in progress. With Buyer's written consent, Vendor may sell or retain at an agreed price any work in progress or inventory, the payment for which by Buyer is provided for in clause (ii) above, and Vendor shall credit Buyer the amount so agreed or received. Any such work in progress or inventory not so retained or sold shall be transferred and delivered by Vendor in accordance with Buyer's instructions. Appropriate adjustment will be made for delivery costs or savings incurred by Vendor. In no event shall Buyer be liable to Vendor hereunder for loss of any anticipated profits on any portion of Vendor's terminated work or for any indirect or overhead expenses of Vendor, including without limitation, unabsorbed fabrication shop overhead. Vendor's cancellation charges shall be subject to Buyer's audit. Vendor will use good faith efforts to mitigate Buyer's exposure and payments.
9. **Failure to Perform.** In the event of Vendor's failure to perform any of its obligations hereunder, Buyer may, at its option, recover from Vendor any losses including reasonable attorneys' fees, and any other actual, incidental, indirect, special or consequential damages, and may exercise all rights and remedies as may be available. Notwithstanding anything herein to the contrary, nothing herein shall be deemed to limit any rights Buyer may have against Vendor in law or equity.
10. **Tooling.** Unless otherwise stated on the face hereof, Vendor at its own expense shall furnish, keep in good condition, insure and replace when necessary all tooling and other materials necessary for the performance of this order. If Vendor uses special tooling or other material relating principally to Buyer's orders, Buyer may, at any time, purchase any such tooling or material for the unamortized cost thereof.
11. **Buyer's Proprietary Rights.** Vendor shall not use or disclose any of Buyer's trade secrets or confidential information, whether or not designated as such, except to the extent required for the purposes of filling this order. All inventions or ideas whether patentable or not made by or for Vendor incident to the filling of this order shall vest in and inure to Buyer's sole benefit.

VENDOR AGREES THAT ALL INFORMATION CONTAINED IN THE DRAWINGS, BLUEPRINTS, SPECIFICATIONS AND OTHER DOCUMENTS SUBMITTED BY BUYER TO VENDOR HEREUNDER IS EXCLUSIVELY PROPRIETARY TO BUYER AND SHALL BE RETURNED TO BUYER UPON COMPLETION, EXPIRATION OR TERMINATION OF THIS PURCHASE ORDER OR AT ANY TIME IF REQUESTED BY BUYER. VENDOR SHALL KEEP ALL SUCH INFORMATION STRICTLY CONFIDENTIAL. VENDOR SHALL NOT USE SUCH INFORMATION IN WHOLE OR IN PART FOR ITS OWN BENEFIT OR TO BUYER'S DETRIMENT OR DISCLOSE SUCH INFORMATION IN WHOLE OR IN PART TO ANY OTHER PERSON.

12. **Review of Vendor's Drawings, Data and Work.** Review by Buyer of any drawings, data or work provided by Vendor shall be only for purposes of ascertaining general conformity with Buyer's specifications. The review by Buyer of any drawings, data and work does not include review of the efficacy, adequacy or safety of Vendor's methods or the means adopted by Vendor to perform its work, nor does it include a review of any detail, design or specification prepared by Vendor for use in the fabrication of the goods purchased. Buyer's review of or comments upon any drawings, data or work of Vendor or Buyer providing any drawings, data or work to Vendor shall not relieve Vendor from the entire responsibility for the correctness and adequacy of the engineering, design, workmanship, material, goods and all other services or for any other obligation of Vendor. Any information furnished by Vendor to Buyer in connection with the purchase of goods hereunder shall not be deemed to be confidential information and shall be acquired free from any restriction as part of the consideration for this Purchase Order.
13. **Intellectual Property.** VENDOR REPRESENTS AND WARRANTS THAT ALL GOODS FURNISHED HEREUNDER WILL NOT INFRINGE UPON ANY UNITED STATES OR FOREIGN PATENT, TRADEMARK OR COPYRIGHT OR OTHER PROPRIETARY RIGHT. Vendor at its expense shall defend (by counsel acceptable to Buyer), indemnify and hold harmless Buyer from any loss, cost, expense or damage incurred by Buyer and from and against all claims asserted against Buyer, its customers and users of the goods for infringement of any patent, trademark or copyright or other proprietary right by reason of the manufacture, use or sale of the goods or any part thereof. If the use or sale of the goods is held to infringe any such rights, Vendor shall, at its expense, promptly either procure for Buyer, its customers and users the right to continue using or selling said goods or replace them with a non-infringing product.
14. **Compliance with Laws.** In performance of its obligations hereunder, Vendor shall comply with all applicable legal requirements, and all goods and services shall comply with and be produced in accordance with applicable law. Vendor's acceptance of this order and furnishing of goods and services hereunder shall constitute certification by Vendor of such compliance. Vendor shall furnish additional certificates and other evidence of compliance as Buyer shall request.
15. **Audit.** Subject to reasonable confidentiality obligations, Buyer will have the right to audit and inspect the records and facilities of Vendor and Vendor's agents, representatives and subcontractors

used in performance of this order or relating to the goods or services to the extent reasonably necessary to determine Vendor's compliance with this order. Vendor will provide Buyer or its third party designee conducting the audit or inspection with reasonable assistance, including without limitation access to buildings, appropriate personnel and work space. Buyer's audit or inspection, or failure to conduct any audit or inspection, will not release Vendor from any of Vendor's obligations.

16. **Equal Opportunity Clause.** Vendor shall not maintain segregated facilities or discriminate against any employees or applicants for employment because of age, race, color, religion, sex or national origin or on any other ground prohibited by law. Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated well during employment, without regard to their age, race, color, religion, sex or national origin. Such action shall include without limitation the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Vendor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the Equal Opportunity Act. Vendor certifies that it does and will comply with all provisions of Executive Order, 11246, as amended, the Vietnam Era Veterans Readjustment Act, the Rehabilitation Act, all other equal employment opportunity laws and Executive Orders and of the rules, regulations and order of the Secretary of Labor, as amended. This Equal Opportunity Clause is hereby incorporated in every non-exempt contract between Vendor and Buyer and shall be contained in each non-exempt contract between Vendor and its subcontractors.
17. **Conflict Minerals.** Vendor shall ensure that all goods supplied that contain "conflict minerals" (*i.e.*, columbite-tantalite (coltan), cassiterite (tin), gold, wolframite (tungsten), or their derivatives) are "DRC conflict-free" (*i.e.*, that such "conflict minerals" do not directly or indirectly finance or benefit armed groups in the Democratic Republic of the Congo or an adjoining country). Vendor has established appropriate policies, due diligence frameworks and management systems that are designed to accomplish this goal. Vendor shall provide such information to Buyer and take such other actions as Buyer requests to enable Buyer and its customers to comply with any applicable obligations under regulations of the Securities and Exchange Commission promulgated under Section 13(p) of the Securities Exchange Act of 1934, as amended.
18. **Origin Control.** Vendor represents and warrants that neither it nor any person or entity that it owns or controls is a designated target of economic trade sanctions promulgated by the US, EU, UN, or the country of origin of the goods ("Sanction Laws"). Vendor undertakes (i) that Vendor and its agents and representatives will fully comply with all applicable Sanction Laws in its performance hereunder and (ii) that the goods will not directly or indirectly originate from, be provided by or be transported on a vessel, or with any carrier, owned, controlled, flagged or chartered by any country, person or entity that would cause Buyer to be in contravention of applicable Sanction Laws. Vendor agrees to cooperate with Buyer's reasonable requests for information or documentation to verify compliance with this paragraph.

19. **Indemnification and Waiver.** To the fullest extent permitted by law, Vendor shall defend, indemnify and hold harmless Buyer from any loss, damage, cost and expense sustained by Buyer and from and against all claims asserted against Buyer arising in whole or in part out of any act or omission of Vendor, its agents, employees or subcontractors with respect to the goods or services which are the subject of this order including, without limitation, any actions arising out of the manufacture, use, storage, maintenance, repair or operation of any of Vendor's goods (including any non-conforming goods or services) or any breach by Vendor of any term or condition contained in this order, unless such action directly results from the gross negligence of Buyer. Vendor shall also defend, indemnify and hold harmless Buyer from and against all claims asserted against Buyer for injuries to employees of Buyer or Vendor, their respective agents, representatives or subcontractors arising in whole or in part out of Vendor's negligence or misconduct. Vendor hereby waives and releases Buyer from all rights of contribution or indemnity to which it may otherwise be entitled. As used in this paragraph 19, the term "Buyer" shall mean Buyer, its officers, directors, agents, employees, subcontractors, parent, subsidiaries, divisions and affiliates.
20. **Insurance.** Upon Buyer's request, Vendor shall promptly furnish insurance carriers' certificates satisfactory to Buyer showing that Vendor has adequate workers' compensation, general liability (including personal injury, property damage and contractual liability), product liability, motor vehicle liability and property damage insurance coverage, and Vendor shall name Buyer as an additional insured party on all such insurance. Such liability insurance shall be written for not less than \$2,000,000 per occurrence, or as required by law. All such insurance must be primary and noncontributory and must provide a waiver of subrogation in favor of Buyer. All such certificates shall specify that in the event of cancellation or material alteration, at least thirty days prior written notice thereof shall be given to Buyer. The purchase of such insurance coverage or the furnishing of such certificates shall not satisfy Vendor's obligations or liability hereunder or in any way modify Vendor's indemnification of Buyer.
21. **Remedies.** Vendor shall be liable for all damages, direct and indirect, resulting from its breach of any of the terms and conditions herein contained. Buyer's rights and remedies hereunder shall survive delivery, acceptance or payment hereunder and shall be in addition to those provided in law or in equity.
22. **Subsequent Sales.** Buyer will resell the goods it purchases from Vendor and therefore cannot control its customers' use or ordering of the goods. In no event shall Buyer be liable to Vendor for anticipated profits or for incidental, special or consequential damages, and in no case shall Buyer's liability exceed payment of the purchase price allocable to the particular good or service or part thereof which directly gives rise to the claim.
23. **Miscellaneous.** This contract constitutes the entire agreement between the parties relating to the goods or services which are the subject hereof. No modifications shall be binding upon Buyer unless in a writing signed by Buyer's authorized representative. The terms and conditions of this order may not be amended or modified by the course of performance or course of dealing between the parties. This order is non-assignable by Vendor and may not be subcontracted by Vendor, and any attempted assignment or subcontracting by Vendor is void. Buyer shall be entitled at all times to set off any amount owing at any time from Vendor to Buyer against any amount payable at any time by Buyer. If any term or provision of this contract shall to any extent be invalid or unenforceable, the remainder of the contract shall not be affected thereby, and each term and provision of this contract shall continue to be valid and enforced to the fullest extent permitted by law, and the invalid or unenforceable provision will be enforced to the maximum extent permitted under applicable law. No waiver by Buyer or default by Vendor shall be deemed a waiver of any subsequent default. Vendor's relationship to Buyer under this order is that of an independent contractor, and Vendor is not, and shall not hold itself out as, an agent or employee of Buyer for any purpose.
24. **Choice of Law and Jurisdiction.** These terms and conditions shall be construed in accordance with the laws of the State of Florida, without regard to principles governing conflicts of laws. Buyer and Vendor consent to the jurisdiction and venue of the federal and state courts situated in or having their situs over Tampa, Florida.
25. **Attorneys' Fees.** If Buyer pursues any legal action to enforce any of its rights hereunder, Buyer shall be entitled to recover from Vendor all attorneys' fees, any arbitration costs, and all other costs and expenses incurred by Buyer in connection with such action.
26. **Media.** Vendor make not, without Buyer's prior written consent, publicize in any medium the fact it is performing services for or supplying goods to Buyer.