

These Purchase Terms and Conditions apply to all purchase orders or any other document incorporating these Purchase Terms and Conditions issued by Dickey Manufacturing Company, LLC, or any of its subsidiaries or affiliates (“Dickey Manufacturing Company”).

### **1. OFFER AND ACCEPTANCE AND TERMS OF ORDER**

A. Each purchase order, together with these Terms and Conditions (“Terms”), any delivery schedules or releases issued by Dickey Manufacturing Company, and any documents specifically referenced therein, (collectively, “Order”) is an offer to the Supplier identified on the Order for the purchase of goods and/or services (“Supplier”), and includes and is governed by the express terms contained in the Order, these purchase terms and conditions, and the terms contained in any addendum or supplement to the Order, any supplier manual provided by Dickey Manufacturing Company to Supplier, and other document incorporated by reference in the Order or in these Terms.

B. The Order does not constitute an acceptance of any prior offer or proposal by Supplier, and any reference in the Order to any such prior offer or proposal is solely to incorporate the description or specifications of the Goods and the Services in such offer or proposal, but only to the extent that such description or specifications are not directly in conflict with the description and specifications in the Order. If the Order is found to be an acceptance of any prior offer or proposal by Supplier, such acceptance shall be limited to the Terms.

### **2. ENTIRE AGREEMENT**

A. The Order, together with these Terms and the attachments, manuals, guidelines, requirements, specifications, exhibits and supplements specifically referenced therein, constitutes the entire agreement between Dickey Manufacturing Company and Supplier and, except as otherwise expressly stated in the Order, supersedes all prior agreements, orders, quotations, proposals and other communications relating to the subject matter hereof and there are no other understandings or agreements, verbal or otherwise, in relation hereto that exist between Dickey Manufacturing Company and Supplier.

B. Dickey Manufacturing Company may modify purchase order terms and conditions from time to time by posting revised purchase order terms and conditions to Dickey Manufacturing Company’s internet website (or such other website as may be directed through links available on such website) as specified on the face of this Order (“Dickey Manufacturing Company’s Website”) at [www.securityseals.com](http://www.securityseals.com), prior to the date when any modified terms and conditions become effective. Such revised purchase order terms and conditions shall apply to all purchase order revisions/amendments and new Orders issued on or after the effective date thereof. Supplier shall be responsible to review Dickey Manufacturing Company’s Website periodically.

### **3. DURATION AND QUANTITY**

A. Unless specifically waived in writing by an authorized representative of Dickey Manufacturing Company, Supplier’s obligations with respect to service and replacement parts will survive the termination or expiration of the Order.

B. If the Order does not specify the quantities, or specifies the quantities as “blanket order”, “as released”, “as scheduled”, “as directed”, “or in another similar way, then, Supplier shall supply Dickey Manufacturing Company’s requirements for Goods in such quantities as identified by Dickey Manufacturing Company as firm material authorization releases, firm delivery schedules, or similar firm releases (“Firm Release”) that are transmitted to the Supplier during the term of the Order, and Supplier

shall supply all such Goods and Services on such dates and times, at the price and on the other terms specified in the Order. A new Firm Release shall always replace the prior one.

#### **4. DELIVERY AND PRODUCTION VOLUMES**

A. Time is of the essence of the Order and within the whole supply chain. Supplier shall deliver the Goods in the quantities and on the delivery dates and times specified in the Order releases. Supplier shall immediately notify Dickey Manufacturing Company in writing if Supplier is unable to deliver the Goods in the quantities and on the delivery dates and times specified in the Order or Firm Release. Goods delivered in excess of the quantities or in advance of delivery dates or times specified in the Order or Firm Release shall be at Supplier's risk and may be returned to Supplier by Dickey Manufacturing Company, and all transportation charges both to and from the original destination shall be paid by Supplier. Dickey Manufacturing Company shall not be required to make payment for any Goods delivered to Dickey Manufacturing Company that are in excess of the quantities specified in the Order or Firm Releases.

B. Unless otherwise expressly stated in the Order, Dickey Manufacturing Company shall not be required to purchase the Goods or the Services exclusively from Supplier.

C. Supplier acknowledges the risk associated with lead times of various raw materials and/or components if they are beyond those provided in Firm Releases. Supplier further accepts that any estimates or forecasts of production volumes or length of program, and shall not be binding upon Dickey Manufacturing Company. Unless otherwise expressly stated in the Order or the Firm Release, Dickey Manufacturing Company makes no representation, warranty, guarantee or commitment of any kind or nature, whether express or implied to Supplier in respect of Dickey Manufacturing Company's quantitative requirements for the Goods or the Services or the term of supply of the Goods or the Services.

D. From time to time and in connection with quotations, requisitions, estimates, releases containing planning or forecasted quantities, and Orders ("Projections"), Dickey Manufacturing Company assumptions, some or all of which may change over time, and may or may not be accurate at the time they were made or at any later time. Dickey Manufacturing Company makes no representation, warranty, guaranty or commitment of any kind or nature, express or implied, regarding any Projections or other estimate, forecast or projection provided to Supplier, including as to its accuracy or completeness. Supplier accepts that Projections may not be accurate and that actual volume or duration could be less than or greater than the Projections. Supplier expressly accepts this risk and possible reward.

#### **5. LABELLING, PACKING AND SHIPMENT**

A. The Goods are to be suitably prepared for shipment and must be labeled, packed and shipped in accordance with the applicable trade standards, national, state, provincial and local laws and regulations pertaining to product content and warning labels, including without limitation the U.S. Toxic Substances Control Act and the European Union directive 2000/53/EC.

#### **6. DELAYS IN DELIVERY**

A. If Supplier fails or refuses to proceed with the Order or fails to deliver the Goods within the delivery dates and times specified in the Order or the Release, Dickey Manufacturing Company may, without limiting or affecting its other rights or remedies available hereunder or at law, cancel the remaining balance of the Order or Release. In addition, if Supplier fails to meet the delivery dates or times of the Goods, other than by reason of Force Majeure, Dickey Manufacturing Company may, without limiting or affecting its other rights or remedies available hereunder or at law, direct expedited shipment and/or incur premium freight or transportation costs, and Supplier shall pay upon demand all excess costs incurred thereby, including additional handling charges and other related expenses resulting there from. Supplier

shall be responsible for all other direct, consequential, and incidental damages incurred by Dickey Manufacturing Company as a result of Supplier's failure to meet the delivery dates or times, other than by reason of Force Majeure, including the cost of any line shutdown and the cost of obtaining goods from an alternate source.

B. In the event that Supplier discovers any fact which may, or could with the passage of time, result in any delay, Supplier will immediately advise Dickey Manufacturing Company of such fact and use its best endeavors to take all measures and precautions to reduce the effect of such delay. In addition, at any time, at Dickey Manufacturing Company's request, Supplier will furnish to Dickey Manufacturing Company such information as Dickey Manufacturing Company may request concerning matters which could result in delays and assurance or contingency plans with respect to those matters. Supplier shall notify Dickey Manufacturing Company immediately of any actual or potential labor dispute delaying or threatening to delay timely performance of an Order or a Release and will include all relevant information.

## **7. PRICE**

A. Prices charged for Goods and Services listed on the Order are not subject to increase, including specifically, but without limitation, any increase based upon changes in currency fluctuations, raw material, taxes, tariffs or duties, transportation costs, component pricing, labor or overhead, unless specifically agreed to by Dickey Manufacturing Company on the face of a Order amendment or in a signed writing.

B. Supplier warrants that the prices for the Goods and the Services are, and shall ensure that such prices remain, not less favorable to Dickey Manufacturing Company than the prices currently extended to any other customer of Supplier for the same or substantially similar goods or services in the same or substantially similar quantities and delivery requirements.

C. Supplier shall ensure that the Goods and the Services remain competitive, in terms of price, technology and quality, with substantially similar goods and services available to Dickey Manufacturing Company from other suppliers.

D. Supplier warrants that the prices in the Order shall be complete, and no surcharges, premiums or other additional charges of any type shall be added, without Dickey Manufacturing Company's prior written consent.

## **8. WARRANTIES**

A. "Warranty Period" shall mean, for each of the Goods or Services provided, the time period beginning on the later of the day of first use of the Goods or Services by Dickey Manufacturing Company or acceptance by Dickey Manufacturing Company, and continuing until the later of: (i) 12 months; (ii) the period provided under applicable law; or (iii) the new product warranty period offered by Dickey Manufacturing Company's customer or its customer in the country in which the products incorporating the Goods or Services are sold.

B. Supplier expressly warrants and guarantees to Dickey Manufacturing Company that, for the duration of the Warranty Period, the Goods and the Services, including any special tools, dies, jigs, fixtures, patterns, machinery and equipment, that are delivered or provided to Dickey Manufacturing Company for the performance of the Order and/or are or become the property of Dickey Manufacturing Company shall: (i) conform to all drawings, specifications, samples and other descriptions furnished, specified or adopted by Dickey Manufacturing Company; (ii) comply with all applicable laws, regulations, rules, codes and standards of the jurisdictions in which the Goods or the Services; (iii) be merchantable; (iv) be free

from any defects in design, to the extent furnished by Supplier or any of its subcontractors, agents or suppliers, even if the design has been approved by Dickey Manufacturing Company; (v) be free from any defects in materials and workmanship; (vi) be fit, sufficient and suitable for the particular purposes for which Dickey Manufacturing Company intends to use the Goods or the Services, including, but not limited to, the specified performance in the component, system, subsystem and product location and the environment in which they are or may be expected to perform; (vii) be free of all liens, claims and encumbrances whatsoever. For the purposes of clause vi above; (vii) all Services shall be performed in a competent, workmanlike manner; (viii) the Goods shall be manufactured, and the Services performed, in accordance with all applicable federal, state, and local laws, regulations, industry standards or other standards, labeling, transporting, licensing approval or certification requirements in the United States or any other country where the Goods and Services will be sold or used; and (ix) Supplier has complied with QS 9000, ISO 14001, IATF 16949, PPAP, APQP, and end of life vehicle reporting and other requirements, as well as international softwood standards, including USDA Regulations on Wood Packaging Material Imports, in fulfilling this Order and all other Orders. Supplier acknowledges that Supplier knows the particular purpose for which Dickey Manufacturing Company intends to use the Goods or the Services. Supplier further expressly warrants that, unless otherwise expressly stated in the Order, the Goods are manufactured entirely with new materials and none of the Goods is, in whole or any part, governmental or commercial surplus or used, remanufactured, reconditioned or of such age or condition so as to impair its fitness, usefulness or safety. The warranties in this subparagraph, together with other warranties set forth in these Terms, are referred to as the "Supplier's Warranties."

C. It is the intent of both Supplier and Dickey Manufacturing Company that the warranty obligations and other requirements Dickey Manufacturing Company has to its end customer shall flow through Dickey Manufacturing Company to Supplier to the extent that they do not conflict with the terms of the Order. To the extent that Supplier does not meet the applicable warranty obligations and requirements of Dickey Manufacturing Company's customer, Supplier agrees, notwithstanding any such conflict, to indemnify and hold harmless Dickey Manufacturing Company from any and all claims and demands from Dickey Manufacturing Company's customer relating to any actual or alleged problem or issue with the Goods or Services sold by Supplier under any Order or the manner in which Supplier has supplied such Goods and Services under the Order.

D. The Supplier's Warranties are available to, and for the benefit of, Dickey Manufacturing Company, its subsidiaries and affiliates, their respective successors and assigns, and end-users of products containing the Goods or the Services.

E. Notwithstanding the expiration of the Warranty Period, Supplier shall nonetheless be liable for costs and damages associated with any Remedial Action to the extent that such Remedial Action is based upon a reasonable determination (including by use of statistical analysis or other sampling methodology) that the Goods and Services fail to conform to the warranties set forth in the Order. Where applicable, Supplier shall pay all reasonable expenses associated with determining whether a Remedial Action involving the Goods and Services is necessary. Dickey Manufacturing Company and Supplier agree that any Remedial Action involving the Goods and Services shall be treated separately and distinctly from similar Remedial Actions of other goods of Supplier; provided that such separate and distinct treatment is lawful and Supplier shall in no event fail to provide at least the same protection to Dickey Manufacturing Company on such Goods and Services as Supplier provides to its other customers in connection with such similar Remedial Actions.

## **9. DEFECTIVE OR NON-CONFORMING GOODS OR SERVICES**

If any of the Goods or the Services fail to meet the Supplier's Warranties, in addition to all other rights and remedies available by contract and applicable law:

A. Dickey Manufacturing Company shall have the right, in addition to exercising all other rights Dickey Manufacturing Company may have under the Uniform Commercial Code and any other applicable statutes or law, to take the following actions, at Dickey Manufacturing Company's option: (i) retain the defective Goods and Services in whole or in part with an appropriate adjustment in the price for the Goods and Services; (ii) require Supplier to repair or replace the defective Goods and Services in whole or in part at Supplier's sole expense, including all shipping, transportation, and installation costs; (iii) correct or replace the defective Goods and Services with similar items and recover the total cost relating thereto from Supplier, including the cost of product recalls; or (iv) reject the defective Goods and Services.

B. Supplier shall, upon notice thereof from Dickey Manufacturing Company at any time, promptly repair, replace or otherwise satisfactorily deal with the same in a manner acceptable to Dickey Manufacturing Company, all at Supplier's expense and without limiting or affecting Dickey Manufacturing Company's other rights or remedies available hereunder or at law. Supplier will reimburse Dickey Manufacturing Company for any incidental, consequential or other damages caused or required by Supplier's breach of Supplier's Warranties or by defective or non-conforming Goods, including without limitation costs expenses and losses incurred directly or indirectly by Dickey Manufacturing Company: (i) in inspecting, storing, sorting, reworking, repairing or replacing such Goods; or (ii) resulting from personal injury, including death, of property damage caused by such Goods. The Supplier's Warranties shall also apply to such repaired, replaced or otherwise satisfactorily dealt with the Goods or the Services.

C. Without limiting or affecting Dickey Manufacturing Company's other rights or remedies available hereunder or at law, cancel the Order as to the particular Goods or Services and/or cancel the then remaining balance of the Order.

D. After notice to Supplier, all defective or non-conforming Goods shall be held at Supplier's risk. Dickey Manufacturing Company may, and at Supplier's direction shall, return such defective or non-conforming Goods to Supplier at Supplier's risk, and Supplier shall promptly pay, upon Dickey Manufacturing Company's demand, all transportation and other applicable charges, both to and from the original destination.

E. Any payment made by Dickey Manufacturing Company for defective or non-conforming Goods or Services shall be refunded by Supplier, except to the extent that Supplier promptly replaces or corrects the same at Supplier's expense.

## **10. INSPECTION AND QUALITY CONTROL**

A. Dickey Manufacturing Company shall have the right (but not the obligation) to inspect, to review work progress, and to test all Goods and Services, special tooling, materials and workmanship to the extent practicable at all times and places during the period of manufacture. If any Goods and Services are defective in material or workmanship or otherwise not in conformity with the requirements of any Order, Dickey Manufacturing Company shall have the right, notwithstanding payment, any prior inspection or test, custom or usage of trade, either to reject them or to require their correction by and/or at the expense of Supplier promptly after notice.

B. Supplier will conform to the quality control and other standards and inspection systems of Dickey Manufacturing Company and (as applicable) its customers, including without limitation quality control policies, ISO 9001:2000 or ISO/TS 16949:2002 quality certification and ISO 14001 environmental certification including registration. Supplier will also participate in supplier quality and development programs of Dickey Manufacturing Company. Supplier agrees to meet the full requirements of industry Production Part Approval Processes (PPAP) as specified by Dickey Manufacturing Company and agrees

to present this information to Dickey Manufacturing Company upon request, at the level requested. Supplier shall ensure that all and any of its sub-contractors are contractually bound to comply with the terms of this Paragraph.

## **11. INTELLECTUAL PROPERTY**

A. All Goods and Services, including, but not limited to, any idea, invention, concept, design, prototype, product configuration, process, technique, procedure, system, plan, model, program, software or code, data, specification, drawings, diagram, flow chart, documentation, or the like that are created in the course of performing any Order and any associated intellectual property rights therein are the sole and exclusive property of Dickey Manufacturing Company. Supplier agrees that all works of authorship created by Supplier in connection with each Order are "works made for hire" on behalf of Dickey Manufacturing Company as that term is used in connection with the U.S. Copyright Act. The term "intellectual property" as used herein means all patents, patent applications, patentable subject matter, copyrights, copyrightable subject matter, work of authorship, derivative works, trademark, trade name, trade dress, trade secrets, know-how, and any other subject matter, material, or information that is considered by Dickey Manufacturing Company to be proprietary or confidential and/or that otherwise qualifies for protection under any law providing or creating intellectual property rights, including the Uniform Trade Secrets Act.

B. Supplier hereby assigns to Dickey Manufacturing Company ownership of all right, title, and interest in the Goods and Services, and any associated intellectual property, and further agrees to cooperate with Dickey Manufacturing Company and to assist in the preparation and execution of all documents relating to any effort by or on behalf of Dickey Manufacturing Company to apply for, obtain, maintain, transfer, or enforce any intellectual property right related to the Goods and Services at the request and expense of Dickey Manufacturing Company.

C. Supplier expressly warrants that the Goods and Services shall not incorporate any intellectual property (including copyright, patent, trade secret, mask work, or trademark rights) of any third party, and further agrees that Supplier shall not disclose to Dickey Manufacturing Company any confidential information, including any trade secrets, of any third party.

D. Supplier shall indemnify, defend and hold Dickey Manufacturing Company, and Dickey Manufacturing Company's affiliated companies harmless from and against all liabilities, costs, damages, claims and expenses (including court costs and legal expenses and any settlement of such claim or action) incurred by Dickey Manufacturing Company in respect of any claim or action brought by Dickey Manufacturing Company's customer infringe the intellectual property rights of such third party. Notwithstanding the foregoing, Supplier shall not be liable to the extent that the infringement results from the manufacture of the Goods in sole accordance with designs received from Dickey Manufacturing Company and Supplier taking the level of care that is customary in the industry could not have known that following these instructions would result in an infringement of a third party's intellectual property right.

E. In the event of a claim of infringement of any third party rights that is communicated to Supplier, Supplier shall take the needed steps to insure for Dickey Manufacturing Company a non-infringing source of supply, which may involve securing the needed licenses (if any), redesign of the product (subject to any agreed requirements and qualification obligations), or other steps Supplier deems necessary to ensure that a non-infringing product is delivered to Dickey Manufacturing Company.

## **12. LICENSE**

A. In the event that the Goods or Services incorporate any background intellectual property owned by Supplier, or any third-party intellectual property, Supplier shall specify any and all intellectual property

rights known or becoming known to him, which are used in the design or manufacture of, or which otherwise affect or relate to the Goods or the Services.

### **13. CONFIDENTIALITY AND NON-DISCLOSURE**

A. Supplier acknowledges and agrees that it will be obligated to maintain the secrecy and confidentiality of all information disclosed by Dickey Manufacturing Company to Supplier during the course of work under any Order ("Confidential Information"), including, but not limited to, any information regarding Dickey Manufacturing Company business or its customers, the existence and terms of any Order, and any drawings, specifications, or other documents prepared by either party in connection with any Order. Supplier agrees that it will not disclose Confidential Information to or use Confidential Information with or for the benefit of itself or any third party without prior written authorization from Dickey Manufacturing Company. Supplier also agrees to adopt measures to protect the secrecy and confidentiality of Confidential Information that are reasonable under the circumstances. Confidential Information shall not include any information that (i) was in the possession of Supplier before receipt from Dickey Manufacturing Company; (ii) is or becomes available to the public through no fault of Supplier; or (iii) is received by Supplier in good faith from a third party having no duty of confidentiality to Dickey Manufacturing Company. The burden of proofing for such aforementioned exception shall be borne by the Supplier.

B. The obligations of Supplier with respect to Confidential Information shall remain in effect during the time that any Confidential Information is considered by Dickey Manufacturing Company to be secret or confidential or otherwise qualify for protection under the Uniform Trade Secrets Act. At the request of Dickey Manufacturing Company, Supplier will return to Dickey Manufacturing Company all materials (in any form) that include, incorporate, or otherwise Confidential Information of Dickey Manufacturing Company.

C. Unless otherwise agreed in writing, all information provided by Supplier to Dickey Manufacturing Company in connection with an Order shall be disclosed on a non-confidential basis, and Dickey Manufacturing Company shall have no duty to maintain the secrecy or confidentiality of such information.

### **14. COMPLIANCE WITH LAWS**

A. Supplier and any Goods or Services supplied by Supplier, shall comply with all applicable laws, including rules, regulations, orders, conventions, ordinances and standards, including without limitation (i) in relation to the manufacture, labelling, transport, import, export, licensing, approval of certification of the Goods or Services, and (ii) laws relating to environmental matters, hiring, wages, hours and conditions of employment, international prohibitions on child labor, subcontractor selection, discrimination, occupational health or safety and motor vehicle safety.

B. All materials used by Supplier in the Goods or Services or their manufacture will satisfy current governmental and safety constraints on restricted, toxic and hazardous materials as well as environmental, electrical and electromagnetic considerations that apply to the country of manufacture, sale or destination.

### **25. TERMINATION FOR CONVENIENCE UPON NOTICE**

A. In addition to any other rights of Dickey Manufacturing Company to cancel or terminate the Order, Dickey Manufacturing Company may, at its option and in its sole discretion, terminate all or any part of the Order at any time and for any reason, and notwithstanding the existence of any event of Force Majeure, upon written notice to Supplier. Upon receipt of notice of termination, and unless otherwise directed by Dickey Manufacturing Company, Supplier will: (i) promptly terminate all work under the Order on the

effective date of termination; (ii) transfer title and deliver to Dickey Manufacturing Company the finished Goods, the work in process, and the parts and materials that Supplier reasonably produced or acquired according to quantities ordered by Dickey Manufacturing Company and that Supplier cannot use in producing goods for itself or for others; (iii) verify and settle any claims by subcontractors for actual costs incurred directly as a result of the termination and ensure the recovery of materials in subcontractors' possession; (iv) take actions reasonably necessary to protect property in Supplier's possession in which Dickey Manufacturing Company has an interest until disposal instruction from Dickey Manufacturing Company has been received; and (v) upon Dickey Manufacturing Company's request, cooperate with Dickey Manufacturing Company in Transition Support (as subsequently defined in these Terms).

B. Upon termination by Dickey Manufacturing Company under this Section, Dickey Manufacturing Company will be obligated to pay only the following amounts, without duplication: (i) the price for all finished Goods or Services in the firm quantities ordered by Dickey Manufacturing Company that conform to the Order for which Supplier has not been paid; and (ii) Supplier's reasonable actual cost of merchantable and useable work-in-process that, at Dickey Manufacturing Company's election, is transferred to Dickey Manufacturing Company.

## **16. TERMINATION UPON SUPPLIER'S DEFAULT OR CHANGE OF CONTROL**

A. Dickey Manufacturing Company may terminate the Order, in whole or in part, for default occasioned by Supplier's: (i) breach of any terms of the Order; (ii) failure to perform in accordance with the requirements of the Order; or (iii) failure to make progress so as to endanger timely and proper delivery of the Goods or completion of the Services and, in each such case, Supplier does not correct such breach or failure within twenty (20) days (or such period of time otherwise set forth in writing by Dickey Manufacturing Company or as Dickey Manufacturing Company may determine) after receipt of written notice from Dickey Manufacturing Company specifying such breach or failure. Supplier shall be liable for all costs, damages and expenses caused by or resulting from its default under the Order.

B. Dickey Manufacturing Company may terminate the Order, in whole or in part, in the event of a change of control of Supplier. For the purposes of the Order, a "change of control" includes: (i) any sale, lease or exchange of a substantial portion of Supplier's assets used in connection with Supplier's performance of its obligations under the Order; (ii) any sale or exchange of a sufficient number of shares of Supplier, or of any affiliate that controls Supplier, to effect a change in management of Supplier; or (iii) the execution of a voting or other agreement of control in respect of Supplier, or of any affiliate that controls Supplier. Supplier shall notify Dickey Manufacturing Company in writing within ten (10) days of any change of control of Supplier, and Dickey Manufacturing Company may terminate the Order by giving written notice to Supplier at any time up to sixty (60) days after Dickey Manufacturing Company's receipt of Supplier's notice of change of control.

C. Any termination under this Paragraph 22 shall be without liability to Dickey Manufacturing Company, except for the Goods delivered or the Services performed by Supplier and accepted by Dickey Manufacturing Company.

## **17. TERMINATION UPON INSOLVENCY**

A. Either party may terminate the Order, without liability to the other party: (i) in the event of the insolvency, bankruptcy, reorganization, arrangement, receivership or liquidation by or against the other party; (ii) in the event that the other party makes an assignment for the benefit of its creditors or ceases to carry on business in the ordinary course; or (iii) if a receiver is appointed in respect of the other party or all or part of its property (collectively, an "Insolvency Event"). In the event of such termination, the other party shall be liable for all costs, damages and expenses suffered by the party that



terminates the Order. Any such termination shall not affect the entitlement of Dickey Manufacturing Company with respect to the Dickey Manufacturing Company Property.

## **18. FORCE MAJEURE**

A. Any delay or failure of either party to perform its obligations will be excused if and to the extent that the party is unable to perform specifically due to an unforeseeable event or occurrence beyond its reasonable control and without its fault or negligence, such as: acts of God; restrictions, prohibitions, priorities or allocations imposed or actions taken by a governmental authority (whether valid or invalid); embargoes; fires; floods, earthquakes, explosions; natural disasters; riots; wars; sabotage; inability to obtain power; or court injunction or order (each, an event of "Force Majeure"). Written notice of such delay, including the anticipated duration of the delay, must be given by the nonperforming party within two (2) days of the Force Majeure event.

B. Any delay or failure that Supplier can overcome through additional planning, efforts or expenditures (including, but not limited to, the use of expedited shipping or overtime) shall not be excused due to an event of Force Majeure. Supplier shall be obligated, at its own expense, to undertake such measures as may be necessary to overcome any such failure or delay. The change in cost or availability of materials or components based on market conditions, supplier actions, or contract disputes or any labor strike or other labor disruption applicable to Supplier or any of its subcontractors or suppliers, will not excuse Supplier's performance (under theories of force majeure, commercial impracticability or otherwise), and Supplier assumes these risks. As soon as possible (but no more than one full business day) after the occurrence, Supplier will provide written notice describing such delay and assuring Dickey Manufacturing Company of the anticipated duration of the delay and the time that the delay will be cured.

C. During such delay or failure to perform by Supplier, Dickey Manufacturing Company may at its option: (i) purchase Goods from other sources and reduce its schedules to Supplier by such quantities, without liability to Supplier; (ii) require Supplier to deliver to Dickey Manufacturing Company at Dickey Manufacturing Company's expense all finished Goods, work in process and parts and materials produced or acquired for work under the Order; or (iii) have Supplier provide Goods or Services from other sources in quantities and at a time requested by Dickey Manufacturing Company and at the price set forth in the Order. In addition, Supplier at its expense will take all necessary actions to ensure the supply of Goods or Services to Dickey Manufacturing Company for a period of at least 30 days during any anticipated labor disruption or resulting from the expiration of SUPPLIERS labor contracts. Otherwise, Dickey Manufacturing Company may terminate the Order without liability and Supplier shall reimburse Dickey Manufacturing Company for costs associated with the termination.

## **19. WAIVER**

A. Either party's failure to insist on the performance by the other party of any Term or failure to exercise any right or remedy reserved in the Order, or either party's waiver of any breach or default hereunder by the other party shall not, thereafter, waive any other terms, conditions, rights, remedies, breaches or defaults, whether of the same or a similar type or not.

## **20. MODIFICATIONS**

A. No modification of the Order, including any waiver of or addition to any of the Terms, shall be binding upon Dickey Manufacturing Company, unless made in writing and signed by Dickey Manufacturing Company's authorized representative.

## **21. RELATIONSHIP OF THE PARTIES**

A. Supplier and Dickey Manufacturing Company are independent contracting Parties and nothing in the Order shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does the Order grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. None of the persons engaged by Supplier in the performance of its obligations under the Order shall be considered as employees of Dickey Manufacturing Company.

## **22. SEVERABILITY**

A. If any provision of the Order is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such provision shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of the Order shall remain in full force and effect.

## **23. DATA SECURITY**

A. For purposes of this Section, "Dickey Manufacturing Company Data" means all data, content, material, Confidential Information and other information provided by Dickey Manufacturing Company to Supplier or otherwise transmitted to Supplier for use in connection with this Order. Supplier will maintain and enforce information and data privacy and security procedures with respect to its access, use and storage of all Dickey Manufacturing Company

B. Data that: (a) are at least equal to industry standards taking into consideration the sensitivity of the relevant Dickey Manufacturing Company Data, and the nature and scope of the Goods and Services to be provided; (b) are in accordance with Dickey Manufacturing Company's reasonable security requirements; (c) comply with all applicable international, foreign, federal, state and local laws, statutes, rules, orders and regulations; and (d) provide reasonably appropriate administrative, technical, and physical safeguards to protect against accidental or unlawful destruction, loss, alteration or unauthorized disclosure, access or use of Dickey Manufacturing Company Data. Without limiting the generality of the foregoing, Supplier will take all reasonable measures to secure and defend its location and equipment against anyone who may seek, without authorization, to modify or access Supplier systems or the information found therein without consent.