

**NU-WAY INDUSTRIES, INC.**  
**TERMS AND CONDITIONS OF PURCHASE**

1. **DELIVERY AND PERFORMANCE.** Time is of the essence. Deliveries are to be made in the quantities and at times specified by the Purchase Order. Nu-Way has no liability to pay for or return goods delivered to Nu-Way in excess of quantities specified by the Purchase Order.
2. **WARRANTIES.** In addition to all warranties provided by law, Seller expressly warrants that all goods and services covered hereby conform to specifications, drawings, samples or other descriptions furnished by Seller or specified by Nu-Way. Goods must be merchantable, of good material and workmanship and free from defects, and if so identified by Nu-Way, fit and sufficient for Nu-Way's purposes. Nu-Way's approval of specifications, drawings, samples or other descriptions furnished by Seller does not relieve Seller of its obligations under these warranties but survive any inspection. Acceptance or payment by Nu-Way for goods and services later found to be defective or non-conforming does not relieve Seller of its obligations under these warranties for the benefit of Nu-Way, its successors, assigns, customers and users of the goods or services covered hereby.
3. **CANCELLATION.** Nu-Way has the right to cancel all or any part of a Purchase Order without liability if (A) Seller does not make deliveries as specified, (B) Seller's lack of progress endangers timely performance, (C) Seller breaches any of the terms hereof, or (D) Seller becomes insolvent or any insolvency proceeding is filed by or against Seller.  
Nu-Way may terminate all or any part of this Purchase Order for convenience at any time by written notice to Seller. Upon such termination, Purchaser's liability will be limited to reasonable termination charges mutually agreed upon by Seller and Purchaser, provided that Seller must specify any proposed charges in writing within fifteen (15) days after termination.
4. **CHANGES.** At any time, Nu-Way reserves the right to make changes to this Purchase Order, including changes to drawings, designs, configurations, specifications, quantities, methods of shipment or packing and delivery schedules or locations of delivery. If such changes cause an increase or decrease in the cost of or the time required for the performance of any work under this Purchase Order, an equitable adjustment will be made in the contract price or delivery schedule, or both, and the Purchase Order will be modified in writing accordingly.
5. **INSPECTION.** All goods received are subject to Nu-Way's inspection for defective or non-conforming goods. Defective or non-conforming goods are held at Seller's expense and risk and, if Seller so directs, will be returned at Seller's expense.
6. **INVOICING.** Invoices containing the information specified in Nu-Way's Purchase Order Requirements instructions must be promptly sent to Nu-Way. No interest will be paid on invoices tendered for goods. Payment terms are calculated from the Seller's invoice date provided the goods are received. When invoices subject to discount are not sent electronically on day of shipment, the discount period begins on the date the invoice is received.
7. **NU-WAY'S MATERIALS AND TOOLING.** All of Nu-Way's tooling, goods or other property in Seller's possession is held by Seller as bailee for hire. Nu-Way's materials are to be kept separate and clearly identified by Seller as Nu-Way's property. Seller agrees that all such materials not consumed in the performance of the Purchase Order remain the property of Nu-Way and will be held until Nu-Way otherwise directs Seller. Seller agrees to indemnify and hold harmless Nu-Way from and against all claims for injury or damage to Seller, 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, Nu-Way's negligence or otherwise. Unless otherwise stated on the Purchase Order, Seller at its own expense will furnish, keep in good condition, insure and replace when necessary all tooling and other materials necessary for the performance of this Purchase Order. If Seller uses special tooling relating principally to this Purchase Order, Nu-Way at any time may purchase and take possession of such special tooling for the unamortized cost thereof.
8. **NU-WAY'S PROPRIETARY INFORMATION.** Seller may not use or disclose any of Nu-Way's trade secrets, confidential information or intellectual property whether or not designated as such except as required to fill this Purchase Order. All inventions or ideas whether patentable or not made by Seller incident to this Purchase Order become the exclusive property of Nu-Way. If Seller and Nu-Way have entered into a Non-Disclosure Agreement (NDA) which cover disclosure of the confidential information under the Purchase Order, and if the term of the NDA expires before the expiration or termination of the Purchase Order, then the term of the NDA is automatically extended to match the term of the Purchase Order. Seller agrees that the terms, conditions and existence of the Purchase Order are Confidential Information as defined in the NDA.
9. **PATENT INFRINGEMENT.** Seller agrees to defend, indemnify and hold harmless Nu-Way from any loss or damage sustained by Nu-Way from and against all claims asserted against Nu-Way, its customers and users for infringement of any patent, trademark, copyright or other proprietary right by reason of the use or sale of the goods or services in the Purchase Order. If the use or sale of the goods is held to infringe any such rights, Seller must at its own expense either procure for Nu-Way, its customers and users the right to continue using or selling said goods or services or replace them with non-infringing goods or services.
10. **COMPLIANCE WITH LAWS.** In performance of its obligations hereunder, Seller agrees to comply with all applicable legal requirements. Seller's acceptance and performance of this Purchase Order will constitute certification by Seller of such compliance. Seller will furnish additional certificates and other evidence of compliance upon Nu-Way's request.
11. **INDEMNIFICATION AND WAIVER.** Seller agrees to defend, indemnify and hold harmless Nu-Way from any loss or damage sustained by Nu-Way and from and against all claims asserted against Nu-Way arising in whole or in part out of any act or omission of Seller, its agents, employees or subcontractors with respect to the goods or services covered hereunder. As used in this paragraph, the term "Nu-Way" will mean the company, its officers, directors, agents, employees, subcontractors, subsidiaries, divisions and affiliates.
12. **INSURANCE.** If requested by Nu-Way, Seller agrees to provide insurance certificates satisfactory to Nu-Way showing that Seller has adequate worker's compensation, public liability, motor vehicle liability and property damage insurance coverage. All such certificates will specify that in the event of cancellation of the insurance, at least fifteen days prior written notice thereof is given to Nu-Way. The purchase of such insurance does not modify or limit Seller's obligations or liability hereunder.
13. **REMEDIES.** Seller is liable for all damages, direct and indirect, resulting from its breach of any of these terms and conditions. Nu-Way's rights and remedies hereunder survive acceptance and/or payment and are in addition to those provided in law or in equity.
14. **GOVERNING LAW.** This Purchase Order is construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws rules. Seller irrevocably consents to the personal jurisdiction of the state and federal courts in and for Cook County, Illinois and irrevocably waives any claim it may have that any proceedings brought in such courts are brought in an inconvenient forum.
15. **MISCELLANEOUS.** This Purchase Order constitutes the entire agreement between Seller and Nu-Way relating to the goods or services which are the subject hereof. Unless made in writing and signed by Nu-Way's authorized representative, no modifications may be made. Seller may not assign this Purchase Order without the prior written consent of Nu-Way.
16. **(U.S.A. ONLY) COMPLIANCE AGREEMENTS.** Seller represents and warrants that it is in compliance with and all goods and/or services supplied hereunder have been produced or provided in compliance with the applicable provisions of all federal, state, or local laws or ordinances and all related lawful Purchase Orders, rules and regulations. Seller will also comply with any provisions, representations or agreements, or contractual clauses required to be included or incorporated by reference or operation of law in any Purchase Order.  
Without limiting the foregoing: (a) Seller will comply with the Equal Opportunity Clause set forth in 41 CFR Chapter 60 1.4, the Affirmative Action Clause regarding Disabled Veterans and Veterans of the Vietnam Era, 41 CFR Chapter 60 250.4, the Affirmative Action Clause regarding Handicapped Workers 41 CFR Chapter 60 741.4 and any other provisions or contractual clauses required by the OFCCP, 41 CFR Chapter 60, as well as any Executive Purchase Orders as now or later issued, amended or codified. (b) Seller confirms that it is in compliance with the requirements for non-segregated facilities set forth in 41 CFR Chapter 60 18. (c) Seller represents that the goods to be furnished were or will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, including Section 9. (d) Seller will furnish Purchaser, no later than the date the goods are delivered, with a Material Safety Data Sheet for any goods which are covered by the Occupational Safety and Health Act Hazard Communications Standard as contained in 29 C.F.R. § 1910.1200.  
Seller agrees to indemnify Nu-Way from any damages, liabilities, claims, losses, penalties and expenses (including attorneys' fees) paid or incurred by Nu-Way as a result of any breach by Seller of these warranties.
17. **CONFLICT MINERALS.** Seller acknowledges there is a regulatory focus on use of minerals sourced from areas identified as conflict regions, including the Democratic Republic of the Congo ("DRC") and Central Africa. Metals that have been identified of interest from these regions are termed ("Conflict Minerals") pursuant to Section 1502 of the United States, Dodd-Frank Wall Street Reform and Customer Protection Act (codified at 15 U.S.C. § 78m(p) (the "Act") and Securities Exchange Commission's regulations implementing the Act (codified at 17 C.F.R. Parts 240 and 249b) (the "Rule"). Seller represents and warrants that no Conflict Minerals that originated in the DRC or an adjoining country are present in any goods sold to Nu-Way under this Purchase Order.

**SHIPPING AND BILLING**

- A. **PACKAGING:** All goods must be packaged, marked and shipped in the manner specified by Nu-Way using the designated carrier. If Nu-Way does not specify the manner in which the goods must be packaged, Seller will package the goods so as to ensure delivery free of damage and deterioration. Breakage or damage caused by failure to suitably pack and ship goods will be charged to Seller.
- B. **DOCUMENTATION:** Nu-Way's Purchase Order number must appear on the shipping container, the packing list, the invoice and any correspondence relating to the Purchase Order. Packing slips must accompany each shipment. Seller is required to follow the instructions contained in Nu-Way's Purchase Order Requirements instructions regarding Packing Slips and Invoicing. Original bill of lading or other shipping receipt for each shipment will be promptly forwarded by Seller in accordance with instructions issued by Nu-Way's transportation department.
- C. **ADDED CHARGES:** Nu-Way will not pay for packing, marking, handling, shipping or storage charges unless specifically agreed to and itemized on its Purchase Order.
- D. **CARRIER:** Seller agrees to follow the instructions contained in Nu-Way's Purchase Order Requirements instructions regarding Transportation / Logistic Requirements. If Seller fails to follow the Transportation Requirements and such failure results in additional charges to Nu-Way, Seller will be responsible for the additional charges. Seller agrees to correctly describe goods on a bill of lading or other shipping document to ensure proper shipping and import rates are applied and to route shipment in accordance with instructions issued by Nu-Way's traffic department or its designated third party logistic provider.