

TERMS AND CONDITIONS FOR PURCHASE ORDERS OF SAVAGE ENTERPRISES, LLC AND AFFILIATES

1. Acceptance; No Additional Terms

These terms and conditions (these “**Terms**”) accompany a purchase order (the “**Purchase Order**”) for the purchase of the goods (“**Goods**”) and/or services (“**Services**”) by the affiliate of Savage Enterprises, LLC that is listed on the face of the Purchase Order (“**Buyer**”) from the Seller named on the face of the Purchase Order (“**Seller**”). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods and Services covered hereby, the terms and conditions of such contract will prevail to the extent they are inconsistent with these Terms. The Purchase Order and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. Buyer hereby gives notice that it objects to the inclusions of any different or additional terms proposed by Seller. These Terms prevail over any of Seller's general terms and conditions of sale regardless whether or when Seller has submitted its sales confirmation or such terms. This Agreement expressly limits Seller's acceptance to the terms of this Agreement. Fulfillment of the Purchase Order constitutes acceptance of these Terms.

2. Delivery; Risk of Loss; Inspection

Seller will supply the Goods and/or Services to Buyer at the delivery point identified on the Purchase Order (the “**Delivery Point**”) and by the date specified therein or, if no date is so specified, within a reasonable time after Seller receives the Purchase Order. Seller acknowledges that time is of the essence with respect to Seller's obligations under this Agreement and the timely delivery of the Goods. Risk of loss of the Goods remains with Seller, and title will not pass to Buyer, until the Goods are delivered to and accepted at the Delivery Point. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or a portion of the Goods if it determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind this Agreement in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods, at Seller's cost. Any inspection or other action by Buyer will not reduce or otherwise affect Seller's obligations under this Agreement, and Buyer will have the right to conduct further inspections after Seller has carried out its remedial actions. The Seller must pack and protect all Goods ready for dispatch so that they are in accordance with all applicable laws, and comply with first class international standards having regard to methods of transport to the Delivery Point and handling and to the weather conditions while in transit to the Delivery Point. Seller will ensure that the Purchase Order number will appear on all shipping documents, shipping labels, bills of lading, invoices, correspondence and other documents pertaining to the Purchase Order. Buyer, in its sole discretion, may bar from Buyer's premises any person whom Buyer determines is unacceptable based on Buyer's policies and standards. Seller acknowledges that it is responsible for conducting adequate screening of its employees, agents and permitted subcontractors prior to starting any Services, and Seller further agrees to use additional screening measures that may be required by Buyer based upon audit results to ensure Seller's compliance with this Section.

3. Warranties

Seller represents and warrants that: (a) it has good title to the Goods and the right to transfer title to the Goods free and clear of any lien, security interest, claim or other encumbrance of any kind; (b) the Goods will conform to any specifications and/or standards in the Purchase Order or otherwise provided by Buyer, or by Seller and approved by Buyer, and will be free from defects in design, materials and workmanship, said warranty being valid for a period of 18 months from the date title passes to Buyer; (c) the Services (if any) will conform to any specifications and/or standards set forth in the Purchase Order or otherwise provided by Buyer, or by Seller and approved by Buyer, said warranty being valid for a period of 18 months from the date the performance of the Services is completed; (d) the Goods and Services (if any) and their use, manufacture, sale, lease, distribution, or other commercialization do not and will not infringe, misappropriate or violate the trademarks, service marks, copyrights, patents, patent rights, trade secrets and other intellectual property rights of a third party; and (e) it will comply with all applicable local, state, provincial and federal laws and regulations. These warranties survive any delivery, inspection, acceptance or payment of or for the Goods or Services by Buyer. Seller warrants to Buyer that it will perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement. The warranties set forth in this Section are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods or Services with the foregoing warranties. If Buyer gives Seller notice of noncompliance pursuant to this Section, Seller will, at its own cost and expense, within ten (10) days: (y) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to Buyer, and, if applicable, (z) repair or re-perform the applicable Services.

4. Prices; Invoices; Payment

The price of the Goods and Services is the price stated in the Purchase Order (the “**Price**”). If no price is included in the Purchase Order, the Price will be the price set out in Seller's published price list in force as of the date of the Purchase Order. Unless otherwise specified in the Purchase Order, the Price includes all packaging, transportation costs to the Delivery Location, insurance, customs duties and fees and applicable taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer. Seller will issue an invoice to Buyer within thirty (30) days after the completion of delivery and only in accordance with these Terms. Buyer will pay all properly invoiced amounts due to Seller within payment terms established between Buyer and Seller or, if there are no established payment terms, within thirty (30) days after Buyer's receipt of such invoice, except in each case for any amounts disputed by Buyer in good faith. All payments hereunder must be in US dollars, unless otherwise specified in the Purchase Order. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller under this Agreement. Seller will continue performing its obligations under this Agreement notwithstanding any payment dispute. Seller will maintain complete and accurate books, records and accounts of all materials, services and costs relating to this Agreement, for at least four years after final payment under the Purchase Order. Buyer reserves the right to audit records related to the Good and Services provided by Seller. Buyer, or Buyer's representative, will have the right to copy those records.

5. Estimates and Forecasts

If and to the extent that the Purchase Order includes any estimates, forecasts, approximations or requirements of or by Buyer for its purchases of Goods and/or Services, Buyer and Seller agree any such estimates, forecasts, approximations or requirements: (a) are estimates only; (b) are not guaranteed; and (c) do not constitute or create a commitment to purchase any volume or quantity of Goods and/or Services by Buyer from Seller.

6. Termination and Delay

Buyer may, at any time, terminate, suspend or delay this Agreement or the Goods or Services in a Purchase Order, in whole or in part, by written notice to Seller. Any such termination will be without prejudice to any claims for damages or other rights of the parties. If Buyer terminates this Agreement or any Purchase Order for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted and Services accepted by Buyer prior to the termination, provided that if Buyer's termination does not result from Seller's failure to comply with these Terms, Seller will also be entitled to request payment of direct costs of Seller resulting from the termination (not including any incidental or indirect charges or expenses or lost profits) so long as Seller has taken all reasonable actions to minimize such costs and has provided to Buyer an accurate accounting of all such costs.

7. Governing Law and Forum

The Purchase Order is governed by the laws of the state or province where Services are provided or Goods delivered, without regard to the conflict of law provisions thereof. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the federal and/or state or provincial courts in the state or province identified in Buyer's address set forth in the Purchase Order. Buyer and Seller expressly disclaim and exclude application to each Purchase Order of (a) the United Nations Convention on Contracts for International Sale of Goods, (b) the International Sale of Goods Act and (c) the International Sale of Goods Contracts Convention Act.

8. Compliance with Laws, etc.

In supplying the Goods and Services (if any), Seller will (a) comply with all federal, state, local and laws, rulings, and regulations pertaining to the Purchase Order (including but not limited to all labor, environmental and immigration laws), (b) obtain and maintain all necessary license and consents and (c) comply with Buyer's policies that are made available to Seller (including but not limited to Buyer's health, safety and environmental policies). Seller represents, warrants and certifies that no Goods (or components or materials contained in the Goods) will be manufactured or sold to Buyer through the use of child, indentured, forced or prison labor. If Seller will perform any Services on Buyer's site or property, Seller will ensure that Seller's employees, agents and permitted subcontractors are aware that they enter onto Buyer's site or property at their own risk.

9. Insurance

Seller will maintain at its sole cost for services (if any), and will require each of its permitted subcontractors to maintain, at all times, the following insurance coverage: (a) worker's compensation insurance with statutory limits and an alternate employer endorsement naming Buyer; (b) employer's liability insurance with limits of at least \$1,000,000 for service Sellers; (c) commercial general liability insurance having a limit of at least \$5,000,000 per occurrence bodily injury and property damage, including but not limited to products and completed operations liability, owner's and contractor's protective, blanket contractual liability, and personal injury liability coverage; (d) commercial automobile liability insurance having a limit of at least \$1,000,000 per occurrence for bodily injury and property damage, including but not limited to coverage for owned, hired and non-owned automobiles and contractual liability. If hauling hazardous materials, an MCS 90 endorsement is required and coverage will include the CA 9948 (Broadened Pollution Liability) endorsement or equivalent, non-owned and hired vehicle coverage and coverage for loading and unloading, with limits of not less than \$5,000,000, and (e) if engineering or consulting services are to be performed, professional liability insurance in the amount of \$5,000,000 to include coverage for bodily injury, property damage and consequential damages. The insurance will be provided by insurance companies that have an AM Best rating of A-VII or higher. Such insurance will be primary for all purposes and contain standard cross liability provisions. All insurance policies, except for worker's compensation and professional liability policies, will be endorsed to add Buyer and its subsidiaries and affiliates of any tier, and each such entities' employees as an additional insured. The additional insured endorsements for the commercial general liability policy will be ISO form CG 2010 and CG 20 37 or equivalent. All policies will be endorsed to waive subrogation of the insurers against Buyer and its subsidiaries and affiliates of any tier, and each such entities' employees. Prior to commencing work under this agreement and upon each renewal and upon request, Seller will provide to Buyer acceptable certificates of insurance evidencing the required insurance policies. All certificates must be emailed to: inscert@savageco.com.

10. Waiver and Release of Liens

Seller will not file or permit to be filed any lien with respect to the Goods or Services and expressly waives any right to file or cause to be filed a lien. Seller will require all permitted subcontractors, in a written subcontract, to expressly waive the right to file any liens against Buyer's and its customers' property and, if requested, provide Buyer with copies of such waivers. Upon payment of the invoiced Price for any Goods or Services, Seller waives and releases all rights to, and at its sole cost will obtain the prompt removal of, any mechanics' materialmen's, mining or similar lien, security interest or claim affecting Buyer or its assets, which then exist or which may thereafter arise for Goods furnished or Services performed. All payments owed to Seller under this Agreement will be contingent upon Seller providing proof of its compliance with this Section to Buyer, upon request.

11. Safety and Hazardous Materials

Seller and its permitted subcontractors that perform Services on Buyer's premises will ensure that the design of all equipment and systems brought onto Buyer's premises are in full compliance with the Occupational Safety and Health Administration (OSHA) standards. Seller will collect and maintain safety and health data for the performance of the Services, which will include but not be limited to total hours worked, incidents, near misses, lost work days, restricted duty, recordable injuries, workers compensation experience, and any OSHA or state plan citation history. Seller will further ensure that all written and verbal safety training, hazard communications, and work rules are provided in the appropriate language for any non-English speaking employees or persons. If any Goods or Services include or involve materials that may be hazardous, Seller represents and warrants that Seller and its employees, agents and permitted subcontractors understand the nature of and hazards associated with the handling, transportation, and use of such hazardous materials. Seller will be responsible for and indemnify Buyer from any liability resulting from the actions of Seller or its employees, agents or permitted contractors in connection with: (i) providing such hazardous materials to Buyer; and/or (ii) the use of such hazardous materials in providing Goods or Services to Buyer. Seller will timely provide Buyer with material safety data sheets and any other documentation reasonably necessary to enable Buyer to comply with applicable laws and regulations.

12. Indemnification

Seller will defend, indemnify and hold harmless Buyer and Buyer's parent company, their subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders, managers, members and employees (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability,

claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, “Losses”) arising out of or occurring in connection with the Goods and Services purchased from Seller or Seller's negligence, willful misconduct or breach of this Agreement. In addition, Seller will, at its expense, defend, indemnify and hold harmless Buyer and any Indemnitee against any and all Losses arising out of or in connection with any claim that Buyer's or Indemnitee's use or possession of the Goods or use of the Services infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event will Seller enter into any settlement without Buyer's or Indemnitee's prior written consent.

13. Default; Remedies

If Seller defaults under any term of this Agreement and does not cure that default within 15 days after Buyer provides Seller with written notice of default, Buyer will be entitled (in addition to other rights and remedies set forth in this Agreement): (a) to suspend its performance under the Purchase Order; (b) to terminate this Agreement and have no further obligation to Seller; (c) to declare all or part of Seller's obligations to Buyer under the Agreement immediately due and payable; and (d) to pursue any other right or remedy Buyer may have under this Agreement or applicable law.

14. Confidential Information; Publicity

In the course of performing this Agreement, Seller and/or Buyer may obtain from the other party certain information, oral or written, of a confidential nature of the other party in relation to the business, operations, affairs or activities of the disclosing party and/or its affiliates (“Confidential Information”). The parties agree, unless required by a lawful court order or subpoena, not to make each other's Confidential Information available in any form to any third party (excluding Buyers' personnel and affiliates) or to use each other's Confidential Information for any purpose other than the implementation of the applicable Purchase Order. In that regard, Seller expressly acknowledges that, by providing any Confidential Information to Buyer, or by including any Confidential Information in any Goods supplied to Buyer, Seller is expressly authorizing Buyer to use such Confidential Information for all purposes incident to the transaction covered by the Purchase Order, including but not limited to future use, repair, or replacement of any Goods provided under the Purchase Order. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees, agents or contractors in violation of this Agreement. If the receiving party is required to disclose the disclosing party's Confidential Information by a lawful court order or subpoena, the receiving party will promptly notify the disclosing party in writing of such requirement so that the disclosing party may seek an appropriate protective order. Seller may not use Buyer's name or the fact that Seller is selling Goods or Services to Buyer in any press releases, media statements or public communications or otherwise publicize this Agreement or any Purchase Order. Seller may not use Buyer's or any of its subsidiaries' or affiliates' name logos, trademarks, service marks, trade names, or trade secrets in any way, and Buyer will not be deemed to have granted Seller a license of, or granted Seller any rights in, any of the foregoing by entering into any Purchase Order. Each party acknowledges that failure to comply with this Section may irreparably harm the business of the other party, and that a breach of one party's obligations under this Section will entitle the other party to seek immediate injunctive relief, in addition to any other remedies that it may have.

15. Intellectual Property

If, in performing the Purchase Order, Seller provides to Buyer any intellectual property, trade secrets, work product, work of authorship, technical materials, drawings, specifications, documentation, reports, recommendations or other writings, information or material embodied in a tangible medium and created or developed for purposes of providing the Goods and/or Services under the Purchase Order (“Deliverables”), such Deliverables will be deemed to be owned by Buyer, unless Buyer expressly agrees in writing otherwise. Buyer will be deemed the “inventor,” “author,” and “owner” of all Deliverables under applicable law, and Seller agrees to assign, and hereby assigns, to Buyer any and all intellectual property rights in and to such Deliverables. To the extent intellectual property is provided by Seller under a Purchase Order that is not a Deliverable, Seller grants to Buyer and its employees and agents a perpetual, non-exclusive, transferable, worldwide license to use the intellectual property rights in any Goods for the purposes of Buyer's business.

16. Software Support Services

For any of Seller's Goods that contain software or source code (“Software”), Seller hereby grants to Buyer an irrevocable, non-exclusive, perpetual, worldwide right and license to use and reproduce the Software, data and other documentation provided by Seller to Buyer. Seller will retain all ownership rights, title and interest (including without limitation all copyright, patent, trade secret and other intellectual property rights) to the Software; except to the extent that the Software may incorporate any proprietary or confidential information of Buyer or its customers. Seller warrants that the Software will not contain any viruses, Trojan horses, disabling code, timer, clock, counter or other limiting design or routine which causes the Software to be erased, inoperable or otherwise incapable of being used in the full manner for which it was designed and licensed pursuant to the Agreement after being used or copied a certain number of times, or after the lapse of a certain period of time, or after the occurrence or lapse of any similar triggering factor. Seller further warrants, for a period of one year after delivery of the Software, that the Software will conform to and perform in accordance with all applicable Software descriptions and specifications. Seller will, at no additional charge, correct any defects and nonconformities. If Seller is unable to correct any defect, Seller will promptly replace such Software without charge. All replacement Software must comply with the requirements of this warranty provision.

17. Miscellaneous

No waiver by Buyer of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Buyer. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. Seller may not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the Seller of any of its obligations hereunder. Buyer may at any time assign or transfer any or all of its rights or obligations under this Agreement without Seller's prior written consent to any affiliate or to any person acquiring all or substantially all of Buyer's assets. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party will have authority to contract for or bind the other party in any manner whatsoever. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. If the Buyer and Seller have an existing work or services agreement or enter into such an agreement, the terms of that agreement will replace this Agreement as of

the effective date of the work or services agreement. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a “**Notice**”) must be in writing and addressed to the parties at the addresses set forth on the face of the Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices will be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.