



Triple Inc. Purchase Order General Terms and Conditions

Revision Date: November 5, 2018

Definitions

“Buyer” means Triple Inc., or a subsidiary, division, affiliate, successor, or assignee of Triple Inc., or other entity issuing this order, or issuing any order under any agreement to which these terms and conditions are attached or referenced herein, or to any entity to which this order is assigned pursuant to this order.

“Supplier” means the legal entity providing the goods and/ or services or otherwise performing work pursuant to this order.

“Order”, “Purchase Order”, “Contract” or “Agreement” means this agreement, including change notices, supplements, amendments, or modifications thereto, except where the context indicates that a particular purchase order document or other particular document is being referred to.

“Goods” means goods, supplies, or items that include, but are not limited to, those part numbers, model numbers, and/or description set forth on the face of this order. These terms also include computer software or hardware (including any software, firmware or other hardwired logic embedded within the hardware) delivered or to be delivered under this order.

“Services” means any effort provided by Supplier incidental to the sale of goods by Supplier under this order including without limitation, installation, repair and maintenance services. The term “Services” shall also include, without limitation, any effort specifically required by this order, including all associated efforts such as design, engineering, repair, maintenance, technical, construction, consulting, professional, or other services.

Delivery and Performance: Time is of the essence. Supplier shall make deliveries in quantities and at time specified by the Buyer. Buyer shall have the right to refuse shipments made in advance of the delivery schedule set forth in this order. If at any time it appears that the Supplier will not make such schedule, Supplier shall promptly notify the Buyer of the reasons for and estimated duration of the delay. If Buyer agrees to accept deliveries after the date of delivery has passed, Buyer shall have the right to direct the Supplier to make shipment to the F.O.B. point set forth in this order by the most expeditious means, and the total cost of all such expedited shipments and handling shall be incurred by the Supplier. Acceptance of late deliveries shall not be deemed a waiver of Buyer’s right to hold the Supplier liable for any loss or damage resulting therefrom, nor shall it act as a modification of the Supplier’s obligation to make shipments in accordance with the delivery schedules set forth in this order. Buyer shall not be liable for shipment of goods delivered to Buyer in excess of quantities specified by Buyer. Buyer may change delivery schedules or direct the temporary suspension of scheduled

shipments. Delivery expectations are 7 days early and 0 days late. Quantity tolerances are 0% over and 0% under, unless agreed to or directed by individual Buyers of record.

Default and Delays in Shipment: Time and rate of delivery are of the essence. Purchaser may by written notice of default to Supplier (a) terminate the whole or any part of this order in any one of the following circumstances: (i) if Supplier fails to make shipment of items or fails to perform the work within the time specified herein or any extension thereof; or (ii) if Supplier fails to comply with the other terms and conditions of this order. Supplier shall indemnify and hold harmless Purchaser for all costs, expenses and damages, whether direct, indirect or consequential, arising from Supplier's default described about in (i).

Specifications: Supplier shall comply with all specifications stated in this order and contained in documentation provided by the Buyer, which can include operation sheets, written instructions and order notes.

Force Majeure: Neither party shall be liable to the other for damages arising from delay in delivery or any other nonperformance under this order arising out of causes beyond its control and without its fault or negligence, including but not limited to acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods unusually severe weather or strikes. If any Force Majeure condition affects Supplier's ability to perform, Supplier shall give immediate notice to Buyer and Buyer may elect to either: (1) Cancel at no cost to Buyer the affected order(s) or any part thereof, (2) suspend the affected order(s) or any part of the duration of the Force Majeure condition, with the option to obtain elsewhere good and services to be furnished under such order(s) and deduct from the commitment under such order(s) the quantity of the materials and services obtained or for which commitments have been made elsewhere or (3) resume performance under such order(s) once the Force Majeure condition ceases, with an option in Buyer to extend any affected delivery date or performance date up to the length of time the Force Majeure condition endured. Unless Buyer gives written notice otherwise within thirty (30) days after being notified of the Force Majeure condition, option (2) shall be deemed selected.

Warranty: Supplier warrants that all items and services furnished under this order shall conform to all specifications and requirements of this order, be free from defects in materials and workmanship and be free from all liens and encumbrances. To the extent items are not manufactured pursuant to detailed designs and specifications furnished by the Buyer, the items will be free from design and specification defects. This warranty will survive inspection, test, acceptance and payment for the items and services will run to Buyer and its successors, assigns and customers and will begin after Buyer's acceptance of the items and services. Buyer may at its option either (i) return the items for credit or refund, or (ii) require prompt correction or replacement of the defective or non-conforming items. The return to Supplier of defective or nonconforming items and redelivery to Buyer of corrected or replaced items will be at the Supplier's expense. Regardless of whether the parties disagree about the existence of a breach of the this warranty, the Supplier will promptly comply with the Buyer's direction to (i)

repair, rework or replace the items or (ii) furnish any materials, parts and instructions required for Buyer to successfully correct the defect or nonconformance or have it corrected at Supplier's expense. If Buyer later determines that Supplier did not breach this warranty, future payments will be adjusted for actual costs incurred by Supplier.

Price Warranty: Supplier warrants that the prices for the goods or services provided to the Buyer hereunder are not more than those currently extended to any other customer for the same or similar goods or services in similar quantities. In the event Supplier reduces its prices for such goods or services during the term of this order, Supplier agrees to reduce the prices hereof correspondingly.

Indemnification: Except where goods are to be provided from specifications, designs or processes furnished by the Buyer, Supplier shall defend, indemnify and hold harmless Buyer from any loss or damage sustained by, and from and against Buyer arising from any alleged infringement of any trademark, patent, copyright or other proprietary right, by reason of the sale or use of goods and/or services supplied hereunder if any of these goods or services or any part thereof is held to constitute infringement and its use is enjoined, Supplier shall at its own expense either procure for Buyer the right to continue to use such goods or services or part thereof or replace them with non-infringing goods or services. Supplier shall defend, indemnify and hold harmless Buyer from and against any claims asserted against it for injuries or damage to property arising in whole or in part from any act or omission of Supplier, its agents, servants, employees, representatives or subcontractors with respect to the goods or services supplied hereunder, including those claims arising in whole or in part out the negligence of Buyer, Supplier waives and releases Buyer from all rights of contribution or indemnity to which it may otherwise be entitled. As used in this paragraph, the term "Buyer" shall mean Buyer, its officers, employees, subcontractors, successors, assigns, customers and the ultimate users of the goods and services supplied hereunder.

Gratuity: Supplier, by accepting the order or any long-term contract from the Buyer or performing against such order or contract, hereby certifies, to the best of their knowledge and belief that: No employees, agents or representatives have offered or given, or will offer or give, any gratuities to Buyer's employees, agents or representatives for purposes of securing this order or favorable treatment under this order. If it is found that gratuities (in the form of entertainment, gifts or otherwise) are offered by Supplier, or any agent or representative of Supplier, to any employee of Buyer or its agents or representatives with a view toward securing favorable treatment with respect to the awarding or performing of any order issued by Buyer to Supplier, Buyer may, by written notice to Supplier, terminate this order in addition to the exercise of any other rights or remedies to Buyer by law.

Shipping: All goods supplied hereunder shall be suitably packed, marked and shipped in accordance with Buyer's instructions, or absent of such instructions, in accordance with the requirements of common carriers in a manner to secure lowest transportation costs, and no addition charge shall be made to the Buyer unless otherwise agreed upon by Buyer. Packing slips shall accompany each shipment. Original bill of lading or other shipping receipt for each shipment shall be promptly forwarded to Buyer in accordance with Buyer's instructions. Seller shall describe goods and services on bill of lading or other shipping receipt and route shipments in accordance with Buyer's instructions.

Right of Entry to Supplier's Facilities: Buyer, Buyer's customer and relevant regulatory authorities will have access to Supplier's and all other facilities involved in the order, where they will have access to all procedures, practices, processes, associated documents and records related to quality assurance, quality control and configuration control. Buyer reserves the right to determine and verify the quality of work, records and material. The Supplier will notify Buyer of any change in the location of Supplier's facility.

Insurance: Supplier shall carry the following insurance coverage with a carrier acceptable to Buyer and furnish to Buyer, prior to the supply of goods or services hereunder, certificates of insurance evidencing such coverage, naming the Buyer as additional insured under its product liability coverage and providing that Buyer shall receive at least thirty (30) days' prior written notice of any cancellation of or changes to such coverage: (1) comprehensive general liability, including contract liability, in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury or property damage and \$2,000,000 per occurrence and \$3,000,000 in the aggregate for products; (2) workers' compensation as required by state law for all of Buyer's employees and those of its subcontractors. In addition, if this order calls for installation or work at Buyer's site, or delivery directly by Supplier (not via third-party carrier) to Buyer's site, Supplier shall also carry automobile liability insurance for itself and each of its subcontractors in the amount of \$2,000,000 combined single limit or \$1,000,000 per occurrence for bodily injury and \$5,000,000 per occurrence for property damage, and the certificate of insurance furnished by the Supplier shall name Buyer as an additional insured under its comprehensive general liability and automobile liability policies. Supplier shall furnish Buyer at its request a full copy of the policies listed above, including any and all endorsements thereto. The Supplier shall have the burden of providing to Buyer the certificates of insurance required and Buyer may refuse payment to Supplier for goods or services, supplied hereunder without any penalty to Buyer, pending Buyer's receipt of such certificates of insurance or any replacements for expired certificates.

Invoicing and Payment: Individual invoices showing the number this order, part numbers and Supplier's packing list number shall be issued for each shipment, but shall not be issued before the date of shipment. No invoices shall be payable unless goods or services have been received by Buyer. No interest, finance or service charges shall be payable on the goods or services supplied hereunder. Buyer shall be entitled to a full cash discount on invoices bearing discount terms. Rejections, delay in delivery or delivery in advance of delivery date shall be considered just cause for Buyer withholding payment without loss of cash discount privilege. Unless otherwise specified on the face of this document, the price of goods supplied under this order shall include all charges for Supplier's packing and crating and for transportation to F.O.B. point; the amount of any such charges shall be shown separately on Supplier's invoice.

Taxes: The price of the goods or services supplied hereunder includes all federal, state and local sales, use or similar taxes. The amounts of any such taxes shall be shown separately on Supplier's Invoice.

Setoff: All claims for money due or to become due from Buyer shall be subject to deduction or set off by the Buyer by reason of any counterclaim arising out of this order or any other transaction with the Supplier.

Title and Risk of Loss: Title to all goods supplied hereunder shall remain with Supplier until delivery and acceptance by Buyer at the F.O.B. point or destination. The risk of loss or, or damage to the goods shall be upon Seller until they are accepted by the Buyer.

Termination: This order shall automatically terminate where (a) Supplier refuses or fails to comply with any of the provisions hereof which refusal or failure has not been cured within a period of ten (10) days after receipt of written notice of the same from Buyer; (b) Supplier becomes insolvent, or makes a general assignment for the benefit of its creditors or files or has filed against a petition in bankruptcy or for reorganization, or pursues any other remedy under any other law relating to the relief of debtors, or in the event a receiver is appointed for Supplier's property or business. This order may be terminated by Buyer at any time at its option in whole or in part for its convenience without penalty to Buyer, by giving written notice to the Supplier. After receipt of such notice, unless otherwise directed by the Buyer, Supplier (a) shall immediately terminate all work under this order; (b) shall transfer title and deliver to Buyer all (i) completed goods, (ii) goods in process, and (iii) materials produced or acquired in connection with such goods, which goods and/or materials conform to the requirements of this order, do not exceed the quantity authorized by Buyer, and cannot otherwise reasonably be sued by Supplier; and (c) shall take all action necessary to protect goods and materials in Supplier's possession in which Buyer has or may require an interest. Buyer shall determine the amount, if any, due Supplier with respect to such termination of this Order and such determination shall be final.

Quality Control, Inspection, Acceptance & Rejection: (a) Supplier shall provide and maintain, without additional charge to Buyer, an inspection system that complies with all specifications stated in this order and, in the absence of such specifications, Supplier shall be required to provide and maintain without additional charge to Buyer, an inspection system, which is acceptable to Buyer and, if applicable, Buyer's customer. (b) Supplier shall tender to Buyer for acceptance only goods and services that have been inspected in accordance with the appropriate inspection system and have been found by Supplier to be in conformity with all requirements of this order. (c) As part of the inspection system, Supplier shall prepare records evidencing all inspections made under the system and the outcome of such inspections. These records shall be complete and made available to Buyer during performance of this order and for as long afterward as required by this order or applicable laws or regulations, but in no event shall such period expire prior to: (i) ten (10) years after final payment; or (ii) final resolution of any dispute involving the goods or services delivered hereunder, whichever is later. (d) Buyer may perform reviews and evaluations as reasonably necessary to ascertain compliance with this article. Such reviews and evaluations shall be conducted in a manner that will not unduly delay work under this order. Further, it is recognized that despite such reviews, Supplier controls the day-to-day production, delivery and associated documentation of its work, and therefore, Buyer's right of review, whether exercised or not, does not release Supplier of any of its obligations of testing, inspection, quality control and associated documentation. (e) Buyer and Buyer's customer shall have the right to inspect and test the material and workmanship of all goods and services at all places and times including, when practicable, during the period of manufacture or provision of Services. If any such inspection or test is made on the premises of Supplier, Supplier shall furnish, without additional charge of any such party (ies) all reasonable facilities and assistance for the safe and convenient performance of the inspection or test. (f) Inspections or tests by Buyer do not relieve the Supplier of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract. (g) If acceptance is not conclusive for any of the reasons in section (f) hereof, Buyer, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Supplier: (1) at no increase to contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Supplier's plant at the election of the Buyer, and in accordance with a reasonable delivery schedule as may be agreed upon between the Supplier and Buyer; provided, that Buyer may require a reduction in contract price if the Supplier fails to meet such delivery schedule; or (2) within a reasonable time after receipt by the Supplier of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if Buyer elects not to require correction or replacement. When supplies are returned to the Supplier, the Supplier shall bear the transportation cost from the original point of delivery to delivery to the Supplier's plant and return to the original point when that point is not the Supplier's plant. If the Supplier fails to perform or act as required in section (g)(1) or (g)(2) of this clause and does not cure such failure within a period of 10 days (or such longer period as Buyer may authorize) after receipt of notice from Buyer specifying such failure, Buyer shall have

the right by contract or otherwise to replace or correct such supplies and charge to the Supplier the cost occasioned Buyer thereby. (h) Supplier will not redeliver corrected or rejected items without disclosing the former rejection or requirement for correction. Supplier will disclose any corrective action taken. Repair, replacement and other correction and redelivery will be completed within the original delivery schedule or such later time as Buyer may reasonably direct. (i) Buyer's rights under this section shall be in addition to and shall not be deemed to diminish its rights under this order including the section hereof entitled "Warranty" or under any other warranties, express or implied, provided by Supplier.

Changes: Buyer shall have the right at all times to make changes to drawings or specifications regarding the goods and services supplied hereunder. Any difference in price or time resulting from such changes shall be equitably adjusted and this order shall be modified in writing accordingly so long as a claim for adjustment has been made in writing by the Supplier to the Buyer within ten (10) days of the date of receipt by Supplier of such change. In the absence of such notice, the Buyer shall not be obligated to consider Supplier's claim for an equitable adjustment resulting from such change. Buyer shall have the right to examine any of Supplier's pertinent books and records for the purpose of verifying Supplier's claim. Nothing in the section shall excuse Supplier from proceeding with this order as changed, including but not limited to failure of Buyer or Supplier to agree upon any adjustment to be made under this section.

Buyer's Materials: Any materials, including but not limited to tools, molds, dies, gauges, jigs, fixtures and patterns, furnished by Buyer in connection with this order shall be held by Supplier as Bailee for hire for use only in filling Buyer's orders, be kept separate and clearly identified by Supplier as Buyer's property, and shall be fully insured by Supplier in an amount equal to the replacement cost thereof with loss to be paid to the Buyer. Notice of loss or damage shall be provided by Supplier to the Buyer within seven (7) calendar days of the occurrence of the loss of damage. All such materials furnished by Buyer which are not consumed in the performance of this order shall be returned to Buyer at Buyer's direction. Supplier waives and releases Buyer from, and Supplier shall defend, indemnify and hold harmless Buyer from and against all claims of injury or damage to Supplier, its employees and/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 materials. Buyer's negligence or that of its agents or employees, or otherwise.

Tooling: Unless otherwise stated herein, Supplier at its own expense shall furnish, keep in good condition, insure and replace as needed all tooling and other materials necessary for the performance of this order. If Supplier supplies special tooling or other materials related principally to this order, Buyer at any time may purchase and take possession of any such tooling or other materials by paying Supplier the unamortized cost thereof.

Drawings, Confidential Information and Inventions: All drawings, prints, samples, tests and reports, if and as required, shall be supplied by Supplier without charge. Buyer shall have the right to use for any purpose unpatented information supplied by Supplier if such information is supplied without written restriction regarding the use or disclosure of the same. Supplier shall not use or disclose any drawings, prints, samples, tests or reports or other confidential information supplied by Buyer, whether or not designated as such, except as reasonably required to fulfill this order. All inventions or ideas, whether or not patentable, made, conceived, developed or acquired by seller incident to supplying goods or acquired by Supplier incident to supplying goods or services under this order shall vest in and inure to the Buyer's sole benefit, and Supplier shall, at the request of Buyer, cause applications for patents covering such inventions to be executed by appropriate representatives of Supplier and assigned to Buyer.

Notices: All notices required or permitted to be given in connection with this order shall be deemed to be properly given if in writing and delivered to the receiving party at the address (including to the attention of the individual representative, if specified) shown on the face of this order or to such other address or individual representative specified from time to time by such written notice. Notice shall be deemed effective upon receipt.

Government Contracts: In the event that this order is placed against a United States government contract or purchase order, the clause set forth in the Federal Acquisition Regulation (FAR) or similar federal procurement regulations which are included in Buyer's contract or purchase order are hereby incorporated by reference and made a part of this order; provided, however, that appropriate revisions of these clauses shall be deemed to have been made so that, for example, references to "contracting officer" or "government" shall apply to the Buyer, and references to the "contractor" shall apply to the Supplier as appropriate to the intent of each clause used in the government contract.

Limitation on Buyer's Liability; Statue of Limitations: In no event shall Buyer be liable for anticipated profits or for incidental or consequential damages or for damages in the nature of penalties; Buyer's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this contract or the performance or breach hereof shall in no case exceed the price allocable, to the goods or services or part thereof that gives rise to the claim. Any action resulting from any breach on the part of Buyer as to the goods or services supplied hereunder shall be commenced within one (1) year after the cause of action has accrued.

Compliance with Laws: In performance of its obligations under this order, Supplier shall comply with all applicable executive orders, federal, state, municipal and local laws, rules, orders, requirements and regulations, including but not limited to the Fair Labor Act of 1938, as amended, and the William-Steiger Occupational Safety and Health Act of 1970, as amended, together with all standards and regulations issued or adopted pursuant thereto. Supplier's acceptance of this order and supplying of goods and services hereunder shall constitute certification by Supplier of such compliance. Any permits or licenses which may be required for



performance by the Supplier hereunder shall be obtained by the Supplier at its cost and expense. Supplier shall furnish Buyer with certificates and other evidence of compliance upon Buyer's request. Supplier shall upon delivery of goods supplied hereunder provide Buyer with material safety data sheets (MSDS) or any essentially similar form approved by the Buyer setting for the type and quantity of all hazardous substances, as defined in appropriate federal, state and local laws and regulations, contained in such goods. If the goods contain no such hazardous substances, the form shall so state. In addition any such hazardous substances shall be labeled by generic or basic chemical name only, and Supplier shall provide Buyer with safe handling procedures for such substances including disposal procedures on the MSDS or other form provided.

Equal Opportunity Clause: Supplier shall not maintain segregated facilities or discriminate against any employee because of age, race, color, religion, sex or national origin or any other ground prohibited by law. Supplier shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, religion, sex or national origin. Such actions shall include but not be limited to 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. Supplier shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the Equal Opportunity Clause. The Supplier shall comply with all provisions of Executive Order 11246, as amended, The Vietnam Veterans Readjustment Act, The Rehabilitation Act of 1973, the Equal Pay Act of 1963, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act of 1993, and all other Equal Employment Opportunity Laws and Executive Orders, and the rules, regulations, and relevant orders of the United States Secretary of Labor, which are incorporated herein by reference. Supplier shall incorporate this Equal Opportunity Clause in every non-exempt contract between Supplier and Buyer, and Supplier shall obtain identical certifications from subcontractors prior to award of any non-exempt subcontracts.

Signatures of Approval/Date

Signature on File/10.08.18

Richard Engelhardt – Chief Operating Officer

Signature on File/10.08.18

Matthew Minor – General Manager

Signature on File/10.08.18

Randy Krzewski – Controller