PURCHASE ORDER TERMS AND CONDITIONS

Billing and Shipping:
A. In absence of special packing requirements, all material shall be packed, marked and shipped in accordance with requirements of common carriers. Unless otherwise stated herein, Buyer is liable for additional packing, drayage or storage charges.
B. Order number shall be shown on all packing slips, bills of lading, invoices and packages.
C. Packing slips shall accompany each shipment and original bill of lading or other shipping receipt shall be promptly forwarded by Seller to Buyer.

Terms and Conditions:
1. Contract:
   a) This order is to be interpreted according to the laws of the state shown as the address of Buyer, and is non-assignable by Seller. Verbal instructions of agreement shall be in writing and signed by authorized personnel of Buyer. No change shall be made except upon written instructions of amendments hereto. Acknowledgement of this order on the Seller's own form shall be deemed as for its own internal administrative purposes only and shall not have the effect of altering the terms and conditions of this order as set forth herein.
   b) Delivery: Deliverables shall be made both in quantities and at time specified in schedules furnished to Buyer. Buyer shall not be liable for payment for quantities in excess of those specified. Buyer reserves the right to change delivery schedules or direct temporary suspension of scheduled shipment. Seller will immediately give written notice to Buyer setting forth the reason and extent of any anticipated delay in scheduled shipment.
   c) Warranty: Seller expressly warrants that all material and work covered by this order will conform to the specifications, drawings, samples or other description furnished or specified by Buyer, and will be merchantable, of good material and workmanship, and free from defect. Seller expressly warrants that all material furnished by this order, which is the product of Seller or in accordance with Seller's specifications will be fit and sufficient for the purposes intended.
2. Cancellation:
   a) Buyer may forthwith cancel this order should the Seller permit or suffer the filing of an involuntary or voluntary petition to have Seller declared bankrupt, the appointment of a receiver or trustee for Seller, the executing by Seller of an assignment for the benefit of creditors, or other comparable event.
   b) If Seller fails to make deliveries as scheduled or to make progress so as to endanger performance of the work and does not correct such failures within 10 days after receipt of written notice from Buyer specifying such failure, if of Seller breaches any of the terms hereof, including the warranties of the Seller. Buyer reserves the right to cancel this order at any time prior to 90 days of the first scheduled delivery date.
   c) The remedies herein reserved are cumulative and in addition to any other or further remedies provided in law or equity. No waiver or breach of any provision of this order shall constitute a waiver of any other breach, or of such provision.
3. Inspection:
   a) All material received shall be subject to Buyer's inspection and rejection. Defective material not in conformance to Buyer's specifications shall be returned to Seller at Seller's expense. No goods or material returned as defective shall be replaced without a new order and schedule. Payment for material on this order prior to inspection shall not constitute an acceptance thereof, nor will acceptance remove Seller's responsibility for latent defects.
4. Specification Changes:
   a) Buyer reserves the right to make changes in drawings and specifications as to any material and/or work covered by this order. Any resulting difference in price or time for performance shall be equitably adjusted and the order or schedule appropriately modified in writing or by amendment hereto.
5. Material Furnished by Buyer:
   a) Any material furnished by Buyer, on other than a charge basis, in connection with this order, shall be deemed as held by the Seller for the particular production of the goods or materials covered by this order and shall be the property of the Buyer. Seller shall at all times cover said items with full fire and extended coverage insurance and upon request furnish to Buyer evidence of said coverage. Buyer reserves the right at any time and for any reason to demand or come upon the premises of Seller to examine possession of the same. Upon conclusion of this order said items of tooling shall be promptly returned to Buyer, at Buyer's expense, in as good condition as when received, ordinary wear and tear excepted.
6. Patent:
   a) The remedies herein reserved are cumulative and in addition to any other or further remedies provided in law or equity. No waiver or breach of any provision of this order shall constitute a waiver of any other breach, or of such provision.
7. Product Liability:
   a) Seller's liability shall be limited to the cost of replacing or repairing the defective material or property, and shall not have the effect of altering the terms and conditions of this order as set forth herein.
8. Non-Discrimination Clause:
   a) TRUMPF promotes an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities;望文解其义b) TRUMPF makes significant efforts to establish and maintain an adequate level of protection for information and data. Consequently, TRUMPF requires suppliers to maintain an adequate level of cyber security. The TRUMPF Cyber Security Requirements, as amended from time to time, become part of the contract and obligate the supplier to comply with them. The TRUMPF Cyber Security Requirements are available at www.trumpf.com/s/suppliers.
Notification of Equal Employment Opportunity/Affirmative Action Obligations

Dear Madam/Sir

As part of TRUMPF Inc’s compliance with federal Equal Employment Opportunity and Affirmative Action regulations, we hereby notify you that TRUMPF Inc. is an equal opportunity employer that makes employment decisions without regard to race, national origin, religion, age, color, sex, sexual orientation, gender identity, disability, or protected veteran status, or any other characteristic protected by local, state, or federal laws, rules, or regulations. TRUMPF Inc. takes affirmative steps to employ and advance in employment qualified individuals without regard to race, national origin, religion, age, color, sex, sexual orientation, gender identity, disability, or protected veteran status, or any other characteristic protected by local, state, or federal laws, rules, or regulations. TRUMPF Inc. further notifies you that as an entity supplying goods or services to TRUMPF Inc., your organization may be subject and required to take action pursuant to the following laws and accompanying regulations:

* Executive Order 11246 (and its implementing regulations at 41 C.F.R. part 60);
* The Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (and its implementing regulations at 41 C.F.R. 60-300); and
* Section 503 of the Rehabilitation Act of 1973, as amended (and its implementing regulations at 41 C.F.R 60-741); and
* Executive Order 13496 (and its implementing regulations at 29 C.F.R. part 471, Appendix A to Subpart A).

The equal opportunity clauses within each of the above regulations, as applicable, are included by reference in all contracts between TRUMPF Inc. and your company.

Very truly yours,

Sarah Michaud
TRUMPF Inc.