

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 not 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:**
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 agreements altering this order in any manner are unauthorized, and will not be recognized. No change shall be made except upon written instructions or 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.
2. **Delivery:**
Deliveries 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.
3. **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 covered by this order, which is the product of Seller or is in accordance with Seller's specifications will be fit and sufficient for the purposes intended.
4. **Cancellation:**
a) Buyer reserves the right to cancel all or any part of the work covered by this order if Seller fails to make deliveries as scheduled or fails 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, or if 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.
b) 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.
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.
5. **Inspection:** All material received shall be subject to Buyer's inspection and rejection. Defective material not in conformance to Buyer's specifications will be held for Seller's instructions at Seller's risk and, if Seller so directs, will 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.
6. **Specification Changes:** Buyer reserves the right at any time 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.
7. **Material Furnished by Buyer:** Any material furnished by Buyer, on other than a charge basis, in connection with this order, shall be deemed as held by the Seller on consignment. All such material not used in the manufacture of the covered products shall, as directed, be returned to Buyer at Buyer's expense and, if not accounted for or so returned, shall be paid for by Seller.
8. **Tools:**
a) All dies, tools, gauges, fixtures, molds, patterns and/or like material furnished by the Buyer for production of the goods or material covered by this order shall remain the sole 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 reclaim 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.
b) Unless otherwise herein agreed, when Seller furnishes special dies, tools, gauges, fixtures, molds, patterns and/or like materials that are necessary for the particular production of the goods or materials covered by this order, Buyer will have the option to take possession and title to such items upon paying to the Seller the unamortized cost thereof; provided further that this option shall not apply if the material or goods hereby ordered are the standard product of the Seller, or if substantial quantities of like goods or materials are being sold by Seller to others.
9. **Patents:**
In accepting this order, Seller agrees to defend, protect, and save harmless Buyer, its successors, assigns, customers and users of its products, against all suits at law or in equity, and from all damages, claims and demands for actual or alleged infringement of any United States or foreign patent or copyright by reason of the use or sale of the material ordered.
10. **Services:**
If this order covers the performance of labor or the rendering of a service for or to the Buyer, Seller agrees to indemnify and protect Buyer against all liability, claims or demands for injuries or damages to any person or property growing out of the performance of this order. Seller further agrees to provide insurance coverage with limits satisfactory to Buyer for workmen's compensation, employers liability, general liability (bodily injury and property damage) and automotive liability (bodily injury and property damage) and to provide evidence of such coverage to Buyer. The providing of such insurance coverage and evidence of the same shall not be in satisfaction of Seller's liability hereunder, or in any manner modify Seller's indemnification of Buyer.
11. **Product Liability:**
With respect to all goods or materials covered by this order which are the Seller's standard product or made to the Seller's design or specifications, Seller agrees to defend, protect and hold harmless the Buyer, its successors, assigns, and customers against any and all claims for personal injury or property damage resulting from improper or defective material, workmanship or design. Buyer will give prompt notification to Seller of the existence of any such claim and cooperate with Seller in the investigation and defense of the same. At Buyer's request Seller shall furnish to Buyer evidence of product liability insurance coverage with limits acceptable to Buyer.
12. **Non-Discrimination Clause:**
TRUMPF Inc. is 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, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

CT EXEMPT. NO. 5304589-000

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b) 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.
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.
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7. **Material Furnished by Buyer:** Any material furnished by Buyer, on other than a charge basis, in connection with this order, shall be deemed as held by the Seller on consignment. All such material not used in the manufacture of the covered products shall, as directed, be returned to Buyer at Buyer's expense and, if not accounted for or so returned, shall be paid for by Seller.
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a) All dies, tools, gauges, fixtures, molds, patterns and/or like material furnished by the Buyer for production of the goods or material covered by this order shall remain the sole 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 reclaim 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.
b) Unless otherwise herein agreed, when Seller furnishes special dies, tools, gauges, fixtures, molds, patterns and/or like materials that are necessary for the particular production of the goods or materials covered by this order, Buyer will have the option to take possession and title to such items upon paying to the Seller the unamortized cost thereof; provided further that this option shall not apply if the material or goods hereby ordered are the standard product of the Seller, or if substantial quantities of like goods or materials are being sold by Seller to others.
9. **Patents:**
In accepting this order, Seller agrees to defend, protect, and save harmless Buyer, its successors, assigns, customers and users of its products, against all suits at law or in equity, and from all damages, claims and demands for actual or alleged infringement of any United States or foreign patent or copyright by reason of the use or sale of the material ordered.
10. **Services:**
If this order covers the performance of labor or the rendering of a service for or to the Buyer, Seller agrees to indemnify and protect Buyer against all liability, claims or demands for injuries or damages to any person or property growing out of the performance of this order. Seller further agrees to provide insurance coverage with limits satisfactory to Buyer for workmen's compensation, employers liability, general liability (bodily injury and property damage) and automotive liability (bodily injury and property damage) and to provide evidence of such coverage to Buyer. The providing of such insurance coverage and evidence of the same shall not be in satisfaction of Seller's liability hereunder, or in any manner modify Seller's indemnification of Buyer.
11. **Product Liability:**
With respect to all goods or materials covered by this order which are the Seller's standard product or made to the Seller's design or specifications, Seller agrees to defend, protect and hold harmless the Buyer, its successors, assigns, and customers against any and all claims for personal injury or property damage resulting from improper or defective material, workmanship or design. Buyer will give prompt notification to Seller of the existence of any such claim and cooperate with Seller in the investigation and defense of the same. At Buyer's request Seller shall furnish to Buyer evidence of product liability insurance coverage with limits acceptable to Buyer.
12. **Non-Discrimination Clause:**
TRUMPF Photonics Inc. is 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, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.
13. **REACH and RoHS Regulations:**
The supplier is obliged to comply with the requirements of the Regulation (EC) 1907/2006 (hereafter referred to as "REACH-Regulation") and the EC Directive 2011-65/EU (hereafter referred to as "RoHS-Directive") in their most recently revised form at the time of the delivery, and to fulfill all of the duties which concern suppliers according to the REACH-Regulation and the RoHS-Directive. The supplier will place a safety data sheet at TRUMPF's disposal according to Article 31, REACH-Regulation. In addition, the supplier will inform TRUMPF, unsolicited and without delay before a delivery, if a "substance of very high concern" as described by Articles 57 to 59 of REACH-Regulation is contained in a component or in the packaging of a good in a mass concentration of more than 0.1 percent. The Supplier guarantees that the goods comply with the requirements of the RoHS-Directive and will provide TRUMPF with a respective written confirmation of the RoHS conformity.