

## Dover Food Retail Procurement/Purchase Terms and Conditions

The terms and conditions set forth in this document ("Terms and Conditions") will apply to all purchases of goods, services, and combinations thereof made by Hill Phoenix, Inc and/or Anthony, Inc. (Dover Food Retail) or any of its affiliates that may purchase goods and/or services hereunder (each, a "Buyer") from you ("Supplier") until such time as Buyer and Supplier mutually agree and execute a revised edition of these Terms and Conditions or Buyer issues notice of their revocation.

Additional terms, conditions, or instructions applicable to a particular purchase may be specified in (a) the body of a purchase order from Buyer and/or a contract that is separately executed by Buyer and Supplier ("Commercial Terms and Conditions"), (b) releases or other ordering documents issued under the Commercial Terms and Conditions, if any, which may include, among other things, specific quantities, delivery schedules and/or dates or (c) a Statement of Work (SOW) attached to this Agreement as Exhibit A or another agreed upon SOW in writing by both parties (each a "Release" and together with the Commercial Terms and Conditions and these Terms and Conditions, the "Contract"). However, in no event shall any Release alter or otherwise modify any provision of the Commercial Terms and Conditions or these Terms and Conditions, and each Release shall be read as consistent with the Commercial Terms and Conditions and these Terms and Conditions, unless a provision therein is expressly referenced in the Release as being altered or modified by the Release, in which case the provision as altered or modified by the Release shall prevail. In the event of a conflict between the Commercial Terms and Conditions and these Terms and Conditions, the Commercial Terms and Conditions will prevail.

Each Release shall represent a separate Contract between Supplier and the particular Buyer issuing such Release, and the obligations under such Contract shall be independent of and from the obligations under any other Release issued by any other Buyer. For the purposes of any Release, the term "Buyer" as used in the Contract shall be deemed to refer only to the particular Buyer issuing such Release and not to any Buyer issuing any other Release. Accordingly, the parties expressly agree that no Buyer that signs the Commercial Terms and Conditions or these Terms and Conditions or that issues a Release shall have any direct or indirect liability or obligation for the failure of any other Buyer to perform its obligations under any Release issued by such other Buyer. If, however, multiple Releases are issued under a particular Commercial Terms and Conditions, the volume of goods and/or services purchased under all such Releases shall apply towards the applicable minimum committed volume, if any, under such Commercial Terms and Conditions, unless otherwise agreed by Buyer and Supplier.

**1. Acceptance.** Acceptance by Supplier of the Contract is expressly limited to these Terms and Conditions and the Commercial Terms and Conditions and any other documents and materials incorporated in the Contract and shall constitute an agreement between Buyer and Supplier for the purchase and supply of the goods and/or services covered by the Contract. **ANY TERMS AND CONDITIONS CONTAINED IN A PROPOSAL, QUOTATION, ACCEPTANCE, ACKNOWLEDGEMENT, INVOICE OR OTHER DOCUMENT OF SUPPLIER WILL NOT CONSTITUTE A PART OF THE CONTRACT AND ARE HEREBY REJECTED UNLESS SUCH TERMS AND CONDITIONS ARE SPECIFICALLY AGREED TO IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BUYER.** Any acceptance or acknowledgment from Supplier containing additional or different terms or conditions will constitute an acceptance of the Contract and such additional or different terms or conditions are rejected and shall not apply. In any event, any of the following acts by Supplier will constitute unconditional acceptance of the Contract and of all the Commercial Terms and Conditions and the Terms and Conditions set forth herein: signing and returning a copy of the Contract or any part thereof; delivery of any of the goods and/or services ordered; informing Buyer in any manner of, or commencement of, performance hereunder in response to the Contract; or returning Supplier's own form of acknowledgement (in which case any different or additional terms and conditions in such acknowledgement are rejected and shall not apply).

**2. Payment and Invoices.** The price of the Goods and/or Services is the price stated in this Order. Prices for Goods are DAP (Incoterms 2010), to the location identified on this Order, unless separately agreed to in writing on this Order ("Buyer's Facility"). Unless specifically otherwise set forth and agreed in writing by Buyer, prices herein shall not be increased for any reason without Buyer's written consent. No additional charges of any type shall be added including, but not limited to, any charges for insurance, shipping, changes in market conditions, taxes, storage, packing and crating unless authorized in writing by Buyer. Seller will give Buyer the benefit of any price reductions available or in effect at the actual time of shipment and/or performance. Terms of payment, unless otherwise expressly agreed in writing, are as set forth on the face hereof. Unless otherwise set forth in the Contract, Supplier shall issue to Buyer a separate invoice for each delivery. Supplier shall promptly submit correct and complete invoices with appropriate supporting documentation and other information reasonably required by Buyer after delivery of the goods and/or services, and Buyer may withhold payment of any invoice that it disputes until a correct and complete invoice and other required information is received and verified. All of Supplier's obligations under the Contract shall continue unabated during any dispute. Unless freight or other charges are itemized, any discount will be taken on the full invoice amount. Buyer shall not be responsible to pay for any invoices past 6 months of Buyer's receipt of goods or services

**3. Deliveries.** Deliveries of goods and/or services are to be made both in quantities and at times specified in the Contract. If a delivery is not expected to meet the delivery dates, specifications or quantities set forth therein, Supplier shall promptly notify Buyer in writing and take such steps as may be necessary to expedite delivery; provided, however, that, if Buyer receives notice or otherwise expects that Supplier will not meet the delivery dates, specifications or quantities set forth in the Contract, Buyer reserves the right, without liability, in addition to its other rights and remedies, to cancel the applicable portion of the Contract by notice to Supplier and arrange for the purchase of substitute goods and/or services elsewhere; provided, further, that if Buyer arranges for such substitute good and/or services elsewhere, Buyer may, at its option, without liability correspondingly reduce its purchase requirements under the Contract, if any. Shipments of goods in greater or lesser quantity than Buyer ordered may be returned at Supplier's risk and expense. Supplier will also pay any and all storage, drayage, demurrage, and other costs arising from the early or late delivery of goods and/or services, or otherwise arising from any cause other than the breach of the Contract by Buyer. Without limiting the foregoing, Supplier shall insure the goods in transit until delivery to Buyer and shall be responsible for filing and pursuing claims with carriers for loss of, or damage to, goods in transit.

**4. Inspection/Rejection.** Buyer's employees or agents may, prior to delivery and upon reasonable notice, at any reasonable time during Supplier's normal business hours, enter Supplier's premises (or any other location) to inspect and test the goods and/or services, Supplier's manufacturing process and any raw materials or work-in-process that Supplier will use in the manufacture of the goods or performance of the services for the purpose of confirming Supplier's compliance with the requirements of the Contract. Supplier shall, at its expense, furnish or cause to be furnished facilities, equipment and assistance reasonably necessary to ensure the safety and convenience of any such inspections. Buyer has the right to reject goods and/or services (or tender thereof) that do not conform strictly to Buyer's specifications or other requirements set forth in the Contract, without waiving Buyer's right subsequently to reject or revoke acceptance of such goods and/or services for any defects. Payment for the goods and/or services ordered hereunder shall not constitute acceptance thereof. With respect to any nonconforming or defective goods, Buyer may, at any time and in its sole discretion, in addition to any other rights, remedies or warranties available to Buyer by law or under the Contract, (i) reject and return any such goods to Supplier for reimbursement, credit, replacement, or repair, at Buyer's direction, or (ii) correct, rework, or repair any such goods with all costs associated therewith to be charged to and paid by Supplier. Any goods rejected by Buyer and returned to Supplier will be returned at Supplier's risk and expense, with the cost of repackaging, reshipping, handling, inspection,

and any other costs incidental thereto to be paid by Supplier. Neither the inspection of any goods or services, nor the failure to do so, before or after delivery to Buyer shall relieve Supplier from exclusive responsibility for furnishing goods and/or services in strict conformance with Buyer's specifications and other requirements.

**5. Cancellation; Setoff.** Buyer may cancel the Contract, in whole or in part, without liability by written notice to Supplier and without prejudice to any other rights or remedies that Buyer may have, upon the occurrence of (a) Supplier's default of any provision or requirement of the Contract and/or (b) Supplier's suspension of business, insolvency, reorganization or arrangement or liquidation proceedings, assignment for the benefit of creditors, appointment of a receiver for Supplier or Supplier's property, or Supplier having been adjudged bankrupt. In the event of such cancellation, Buyer may complete Supplier's performance of the Contract by such means as Buyer selects, including the use of any third party, and Supplier shall be responsible for any additional costs incurred by Buyer in so doing. If applicable, Supplier shall promptly deliver or assign to Buyer any work in progress as Buyer may request. Any amounts due to Supplier for delivered goods or completed services in full compliance with the Contract prior to such cancellation shall be subject to setoff of Buyer's additional costs incurred in completing the Contract and other damages incurred by Buyer as a result of Supplier's default. Buyer may cancel the Contract, in whole or in part, for convenience upon notice to Supplier. In the event the Contract is cancelled for convenience by Buyer, if Supplier has fully and completely performed all of its obligations under the Contract up to the date of such cancellation (including but not limited to mitigation efforts by Supplier of costs incurred, which shall be determined and verified by Buyer), Supplier will recover from Buyer as complete and full settlement for such cancellation for work performed or to be performed under the Contract, the actual costs of all conforming goods that have been shipped or services rendered, plus an allowance for reasonable profit on such costs (but not to exceed a pro rata portion of the Contract price based on the percentage of goods and/or services properly completed up to the date of cancellation) less such sums as Supplier has already received on account of such goods and/or services. In no event shall total payment to Supplier hereunder exceed the purchase price of such goods and/or services set forth in the Contract. Other than to this extent, Buyer shall not be liable to Supplier for any damages on account of its failure to accept all or any portion of the goods and/or services ordered under the Contract. In addition to any other remedies available to Buyer, Buyer may deduct, recoup and set off any amounts that Buyer at any time owes to Supplier from and against any damages or other amounts that Supplier then owes to Buyer, whether under the Contract or otherwise and whether or not Supplier shall have assigned to another its rights to receive amounts that Buyer is required to pay under the Contract or other agreement.

**6. Changes.** Buyer shall have the right, at any time, by written notice to Supplier ("Change Notice") and without notice to any guarantor, to make changes to the specifications, statement of work, drawings, designs, quantities and/or delivery schedules as to any goods and/or services covered by the Contract. Supplier will make the changes contained in the Change Notice. If Supplier believes that such change affects the price or delivery date for such goods and/or services, Supplier shall so notify Buyer in writing (with adequate supporting documentation) within fifteen (15) business days after receipt of the Change Notice, and Buyer and Supplier shall negotiate in good faith to mutually agree in writing upon an equitable adjustment of the price and/or delivery date. Supplier's right to request any adjustments hereunder shall be waived unless submitted to Buyer in writing within such fifteen (15) business days following receipt of the Change Notice. Supplier shall not suspend performance of any portion of the Contract while Buyer and Supplier are in the process of making such changes and any related adjustments, or at any time thereafter, unless so instructed in writing by Buyer. No substitutions shall be made in the Contract without the prior written consent of Buyer. Supplier shall not comply with oral changes received with respect to the Contract.

**7. Spare Parts.** If applicable to the goods subject to the Contract, Supplier shall provide the following for each component of goods supplied: (a) manufacturers' identity and part number, (b) subcontractor's name and address for all major components assembled or fabricated by a person other than Supplier; (c) layout, assembly, component, and parts detail

drawings; and (d) a spare parts list indicating manufacturer's part numbers and prices. Supplier warrants that spare parts will be free from defects in design, material and workmanship and will replace same, at Supplier's expense, in the event of failure under normal operating conditions. Supplier agrees to accept the return of unused spare parts at any time that said spare parts are being offered for sale by Supplier and refund to Buyer the actual purchase price less ten percent (10%) for handling. In the event Supplier no longer offers said spare parts for sale, Supplier shall use commercially reasonable efforts to obtain for Buyer the right to purchase said spare parts directly, including providing or obtaining any necessary approvals.

**8. Title and Risk of Loss.** Title to Goods and risk of loss thereof, or damage thereto, shall pass to Buyer upon delivery to Buyer (DAP). If Goods are to be installed by Seller at Buyer's facility, title will pass to Buyer upon completion of the installation and written approval by Buyer. Seller shall deliver the Goods and/or provide the Services on the date specified in this Order (the "Delivery Date"). Except as otherwise provided in this Order, delivery and/or performance shall be at Buyer's Facility. Time is of the essence and if delivery of Goods and/or performance of the Services is not completed by the Delivery Date, Buyer reserves the right, without liability and in addition to its other rights and remedies, to terminate this Order by notice to Seller effective as to Goods not yet shipped and/or Services not yet performed and to purchase substitute Goods and/or alternative Services elsewhere and charge Seller with any additional expenses, costs and loss incurred as a result. Seller shall promptly notify Buyer in writing if the Goods and/or provision of the Services will be delayed, indicating the cause and extent of the delay, but this shall not relieve Seller of its obligation to deliver and/or perform as required by this Order unless otherwise instructed by Buyer in writing. If, in order to meet the Delivery Date it becomes necessary for Seller to ship by a more expensive way than specified in this Order, increased transportation costs shall be paid by Seller unless the necessity for such rerouting or expedited handling has been caused solely and exclusively by Buyer.

**9. Force Majeure.** Neither Buyer nor Supplier will be liable for any delay or failure to perform its obligations hereunder for causes beyond its control that were not caused by the affected party's fault or negligence, provided that the affected party notifies the other party in writing of such events as soon practicable after they occur and gives the other party an estimate of when it will be able to resume full performance (this includes excuse by reason of pandemics or epidemics). If Buyer delays delivery or acceptance of goods and/or services for causes beyond its control, Supplier shall hold such goods and/or services at the direction of Buyer and shall deliver them when the cause of the delay has been resolved. The affected party shall use commercially reasonable efforts to anticipate and mitigate the effect of any such events and to resume full performance as soon as possible. If Supplier is unable to perform its obligations hereunder for any reason, Buyer may purchase the goods and/or services from other sources and reduce its purchases from Supplier accordingly without liability to Supplier. If any delay exceeds thirty (30) days from the original delivery date, Buyer may cancel any affected order without any liability. If Supplier's production is only partially restricted or delayed, Supplier shall use its best efforts to accommodate the requirements of Buyer, including giving any affected order priority over those of other customers whenever possible.

**10. Export and Import Compliance.** Supplier shall at its expense be responsible for strict compliance with all legal, regulatory and administrative requirements associated with any importation or exportation of goods, materials or equipment hereunder, including compliance with any applicable customs requirements and obtaining any required licenses or approvals, along with the payment of all associated duties and fees. Upon request, Supplier shall promptly furnish Buyer with all information and records relating to the goods necessary for Buyer to fulfill any origin marking or labeling requirements and certification and local content reporting requirements, including copies of customs information and documentation. Supplier is solely responsible for complying with all technical compliance and country of origin requirements of each country into which the goods are to be delivered.

**11. Warranty.** In addition to all other warranties imposed by law, Supplier expressly represents and warrants that all goods and/or services

furnished to Buyer under the Contract will, as applicable, (a) comply strictly with the provisions of the Contract and all specifications, drawings, standards, samples and other descriptions furnished or specified by Buyer, (b) be free from defects in design, material and workmanship, (c) be new and merchantable, (d) be suitable and fit for the particular purposes for which such goods and/or services are required by Buyer, (e) be performed in a professional and workmanlike manner in accordance with industry standards, and (f) be provided with full and unrestricted title to Buyer, free and clear of any and all liens, restrictions, reservations, security interests, and encumbrances and any actual or claimed patent, copyright, trademark, or other intellectual property infringement. Buyer's approval of Supplier's designs, materials, processes, drawings, specifications, or the like will not be construed to relieve Supplier of its obligations under the warranties set forth herein. All warranties and provisions of this Section will run to Buyer, its affiliates, customers, successors, and assigns, and to users of the goods and services and products sold by Buyer that contain Supplier's goods. At Buyer's option, Supplier shall, without cost to Buyer, promptly repair or replace or refund the purchase price with respect to any defective or non-conforming goods and/or re-perform or replace or refund the purchase price with respect to any non-conforming services and, upon failure to do so within a reasonable time, Buyer may do so at Supplier's expense. Any goods returned to Supplier will be returned at Supplier's risk and expense, with the cost of repackaging, reshipping, handling, inspection, and any other costs incidental thereto to be paid by Supplier. Supplier's obligations under this Section will apply whether or not Supplier is a merchant of the goods and/or services and will be in addition to any other rights or remedies available to Buyer by law or under the Contract. All warranties shall remain in effect for whichever of the following time periods is longest: (a) twelve (12) months from the date of acceptance of the Goods or Services, (b) Seller's standard warranty period, or (c) a longer duration as set forth in this Order.

If the goods and/or services provided hereunder will involve chemical preparations, Supplier further represents and warrants that (a) its as-applied chemical preparations (e.g., paint, varnish, anodizing agents, etc.) conform to all applicable governmental regulations and any existing Buyer specifications and Supplier's Product Safety Data Sheets ("SDS"); and (b) the composition of its chemical preparations strictly conform to the chemical composition limits identified within any applicable SDS. Supplier shall provide such SDS to Buyer and update them at regular intervals as needed. In the event that an as-applied chemical preparation does not conform to the above warranties, Supplier shall promptly notify Buyer in writing prior to any processing.

**12. Insurance.** During the provision of Goods and/or Services under this Order and for a period of twelve (12) months thereafter, Seller shall, at its own expense, maintain and carry insurance in full force and effect, which includes, but is not limited to: (a) Commercial General Liability (including product liability) in a sum not less than \$1,000,000; \$2,000,000 Products/Completed Operations general aggregate; (b) Workers' Compensation insurance at the statutory limit for the jurisdiction in which Seller operates; (c) for any Services to be provided on Buyer's property or property of Buyer's customers, automobile liability insurance covering all owned, hired and non-owned vehicles with a minimum combined limit for bodily injury and property damage liability of \$1,000,000 per accident or occurrence; (d) Employer's liability insurance with a minimum amount of \$1,000,000, and (e) Commercial Umbrella Liability, above the General Liability, Auto Liability, and Employer's Liability with a limit of \$1,000,000. Such insurance shall be with financially sound and reputable insurers. Upon Buyer's request, Seller shall provide Buyer with a certificate of insurance from Seller's insurers evidencing the insurance coverage specified in this Order. The certificate of insurance shall name Buyer as an additional insured. Seller shall provide Buyer with ten (10) days' advance written notice in the event of a cancellation or material change in Seller's insurance policy. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Buyer's insurers and Buyer or the Indemnitees.

**13. Taxes.** Supplier will be responsible for all taxes assessed upon Supplier in connection with the transactions contemplated by the Contract. If a value-added, sales, use, excise, gross receipts, or services tax or other similar form of tax is assessed on the transactions contemplated by the

Contract, Buyer shall be financially responsible for and shall remit to Supplier, for remittance to the applicable taxing authority, the amount of any such tax, unless according to applicable law the Supplier or Buyer is solely liable for payment of such tax. Supplier shall separately identify any value-added, sales, use, gross receipts, excise, or services tax or other similar form of tax in Supplier's invoices to Buyer. If Buyer or Supplier is assessed interest and/or penalties due to the failure of Supplier to accurately or separately identify, or remit to the applicable taxing authority in a timely manner, such value-added, sales, use, gross receipts, excise, or services tax or other similar form of tax, Supplier shall be responsible for any such assessment and shall promptly remit the amount of any such assessment to the Buyer or the applicable taxing authority, as applicable. Any payments to Supplier under the Contract will be net of withholding tax, and Buyer will not be required to provide a "gross up" or other similar additional payments to Supplier. Should either party realize that any tax included or omitted as a result of the transactions hereunder was made in error, the parties shall cooperate to resolve such overpayment or underpayment and to further assist in refunding or charging of any erroneous payments. The parties agree to reasonably cooperate with each other with respect to applicable governmental reporting requirements relating to the transactions contemplated by the Contract, including reasonable cooperation necessary to comply with tax exemption certificate requests and similar data requests.

**14. Government Compliance; Buyer Policies and Procedures.** Supplier represents and warrants that all goods and/or services furnished under the Contract are made, produced, purchased, approved, sold, labeled, transported, licensed, marked, and/or certified in accordance with, and that Supplier is in compliance with, all applicable federal, state, provincial and local laws, regulations and orders, including without limitation, laws regulating hazardous or toxic substances, chemicals, materials, or waste. In addition, Supplier shall also comply with the all of the applicable environmental, health and safety policies and procedures of Buyer. Seller shall comply with all applicable laws, regulations and ordinances of the United States and any jurisdiction in which Seller is established or conducting operations related to providing Goods and/or Services under this Order.

**15. Indemnification.** Supplier agrees to indemnify and hold harmless Buyer and its affiliates, and its and their officers, directors, shareholders, employees, agents, representatives, customers, insurers, successors and assigns (collectively "Indemnitees") from and against any and all liabilities, losses, costs, claims, demands, penalties, damages, forfeitures, causes of action, suits, judgments and settlements, and the costs and expenses incident thereto, including attorneys' fees, and any other cost of litigation or arbitration, that Indemnitees may suffer, incur, become responsible for or pay out, arising out of, in any manner connected with or resulting from (a) performance of or failure to perform the Contract by Supplier, its subcontractors or materialmen, or the representatives, agents, employees, or invitees of any of them, (b) any claim that Supplier's goods and/or services infringe any intellectual property right of any person (including but not limited to any right in a patent, copyright, trade secret, industrial design, trademark or based on misappropriation or wrongful use of information or documents), directly or indirectly, alone, or in combination with, any other services, materials, goods or equipment, and (c) the contamination of the goods by any rare earth element, if applicable. This indemnification provision is in addition and cumulative to any other right of indemnification or contribution that any of the Indemnitees may have at law, in equity, or otherwise, and will survive completion of the Contract. In addition, Buyer shall be entitled to all costs, expenses and fees (including attorneys' fees) reasonably incurred in connection with the enforcement of this right of indemnification.

**16. Tooling and Materials.** Title to, and right to immediate possession of, all tooling and materials furnished by Buyer to Supplier, or purchased by Buyer from Supplier hereunder, will remain with Buyer. Buyer does not guarantee the quality or suitability of such tooling or materials. Tooling subject hereto will be maintained in good condition and must be permanently identified as the property of Buyer, and will be used solely in the performance of work ordered by Buyer. Supplier shall maintain an inventory control of all such tooling and materials and such items shall not be commingled with property belonging to Supplier or others, except as such material may be incorporated into or attached to

supplies, consumed or expended in the performance of the Contract. In the event that Supplier fails or refuses to return Buyer's tooling or materials on demand, Buyer shall be entitled to recover all costs and expenses in connection with securing possession of such tooling or materials, including reasonable attorneys' fees.

#### **17. Nondisclosure and Ownership of Information.**

(a) At any time, if there is a confidentiality agreement in place with respect to the transactions contemplated by the Contract, the provisions of such agreement shall apply. At any time, if there is no such agreement in place, the following provisions of this Section 17(a) will apply. In the event Buyer discloses or grants Supplier access to any information of a confidential nature, including but not limited to information of a technical, scientific or commercial nature whether reduced to writing or not, and whether or not identified as confidential at the time of disclosure, Supplier agrees to hold all such information in strict confidence, to allow access to and disclose such information only to those of its employees who have a need to know and who specifically require such information for the purpose for which it was provided under the Contract, and to ensure that such employees are made aware of and comply with Supplier's obligations hereunder. Supplier further agrees to not use such information for any purpose other than that for which it was provided under the Contract, without the prior written consent of Buyer. In the event Buyer authorizes in writing any disclosure of such information to any third party hereunder, Supplier shall also obtain a like agreement regarding such information from such third party prior to release of any such information and shall thereafter disclose only that information required by the third party to perform its function. All rights in any such information that Buyer discloses to Supplier or to which Buyer grants Supplier access will remain the sole and exclusive property of Buyer.

(b) Supplier agrees that Buyer may disclose personal and commercial data with respect to Supplier and the Contract, including a copy of the Contract, to any of its affiliates globally.

#### **18. Ownership of Intellectual Property and Deliverables.**

Supplier acknowledges and agrees that the deliverables produced by or on behalf of Supplier in relation to the Contract shall be and remain the sole and exclusive property of Buyer, and any copyright or other Intellectual Property (as defined below) or other rights therein will vest exclusively in (and belong solely to) Buyer, except to the extent incorporating Supplier's preexisting Intellectual Property. To the extent that Supplier includes any of its preexisting Intellectual Property in the deliverables produced by or on behalf of Supplier in relation to the Contract, Supplier grants to Buyer a nonexclusive, worldwide, paid up, freely transferable license to use such Intellectual Property in connection with the use, operation, maintenance, repair and/or reconstruction of the deliverables. Such license includes, without limitation, the right to distribute such Intellectual Property as integrated into Buyer's products, grant sublicenses, create derivative works and the right to use any trade secrets and know-how included in such Intellectual Property. Supplier shall not use any of the Buyer owned deliverables for any purpose unrelated to Buyer. Supplier waives any moral rights in the deliverables including the rights of integrity and attribution.

Supplier shall promptly report in writing to Buyer the details of all Intellectual Property that Supplier may solely or jointly conceive and/or first reduce to a tangible form in connection with the work performed pursuant to the Contract, and Supplier hereby assigns and promises to assign to Buyer or its designee, all right, title and interest in and to such Intellectual Property. Supplier agrees to promptly execute all documents as may be requested by Buyer to evidence and/or perfect Buyer's rights therein. Supplier further agrees to cooperate with Buyer in obtaining any domestic or foreign letters patent for any such patentable Intellectual Property at Buyer's expense, and at the request of Buyer will execute any instruments of assignment, patent or copyright registration applications, or other documents deemed necessary or desirable by Buyer to register, obtain, enforce or perfect its rights in such Intellectual Property. Such obligation to cooperate and execute documents will survive the expiration or early termination of the Contract. "Intellectual Property" means all ideas, inventions, original works of authorship, mask works, technical data, trade secrets, know how, machines, research, compounds, compositions of

matter, product plans, products, processes, services, software, developments, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing material and plans, logos, artwork, trade dress, trademarks, service marks, business methods and business information, and any patents, copyrights, and other registrations and rights therein. All Buyer Intellectual Property and rights therein will remain the sole and exclusive property of Buyer. In the event that Supplier is located in Germany, the following shall apply with respect to Supplier: (i) Supplier undertakes to comply with the statutory requirements under the Employee Inventions Act (Arbeitnehmererfindungs-gesetz) in order to ensure that Supplier has validly claimed employee inventions and is entitled to transfer to Buyer any intellectual property rights associated with such inventions free and clear of any inventors rights and (ii) Supplier will bear any inventors compensation cost (Arbeitnehmererfindervergütung).

**19. Anti-Corruption.** Supplier, its employees, subcontractors, agents and representatives shall at all times fully comply with all applicable anti-corruption or bribery laws including but not limited to those that prohibit the offer or promise of, authorization to pay or payment of money or giving of anything of value (money, goods, services, property, and favors but excluding mementos of nominal value) directly or indirectly to any agent, representative, official, officer, director or employee of any government (including any employee of a state owned or controlled enterprise or union), any political party, political candidate or any private sector employee or their family or friends, or any other person or entity acting for or on behalf of such persons or entities, in order to obtain or retain business, to induce them to use their influence or to gain any other improper business advantage. Seller has read, understands and agrees to comply with the Dover Corporation Supplier Code of Conduct, a copy of which may be found at [www.dovercorporation.com](http://www.dovercorporation.com) under the Governance section. If there are any inconsistencies between this Order and the Dover Corporation Supplier Code of Conduct, the Dover Corporation Supplier Code of Conduct shall govern.

**20. Conflict Minerals.** Seller shall, with each shipment to Buyer (or as otherwise agreed in writing between Seller and Buyer), provide a certificate of the country of origin for any and all Conflict Minerals (as defined in this Section) contained in any Goods, materials, products or items included in such shipment, including whether any part of the shipment contains Conflict Minerals from Covered Countries (as defined in this Section). Buyer reserves the right, on reasonable notice, to require Seller to produce documentation as to the country of origin and the due diligence process undertaken by Seller to confirm the country of origin of Conflict Minerals included in each shipment to Buyer. Where Seller is permitted by Buyer to provide a blanket certificate of country of origin for Conflict Minerals contained in any Goods, materials, products or items purchased by Buyer, Supplier agrees to promptly notify Seller of any change in Seller's sourcing, including in changes in country of origin or any changes in sub-supplier identification. Blanket certificates of country of origin will not be accepted covering periods of greater than 12 calendar months. For purposes of this Section, "Conflict Minerals" include Columbite-Tantalite (Tantalum), Cassiterite (Tin), Gold, Wolframite (Tungsten) and any derivatives from these minerals, and "Covered Countries" include the Democratic Republic of the Congo, Angola, Burundi, the Central African Republic, The Republic of Congo, Uganda, Rwanda, Sudan (South Sudan), Tanzania and Zambia.

**21. Verification.** Seller shall verify the legal status and employment eligibility of all of Seller's personnel using the federal electronic verification program jointly operated and administered by the Department of Homeland Security and the Social Security Administration ("E-Verify"). In accordance with the Immigration Reform and Control Act of 1986 and the rules and regulations pertaining to E-Verify, Seller shall maintain records of all documents involved in the hiring process.

**22. Equal Opportunity.** Unless exempt, Seller shall comply with the Equal Opportunity clauses set forth in 41 CFR 60-1.4(a), 41 CFR 60-300.5(d), 41 CFR 60-741.5(d) and 29 CFR Part 471, Appendix A, Subpart A. The following shall apply to the extent the Seller is a federal contractor: Seller represents and warrants that Seller is committed to the maintenance of policies that promote equal employment opportunity. 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) Seller, and Seller's permitted

subcontractors, if any, shall abide by the regulations of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a).

**23. Relationship of Parties.** The relationship between Supplier and Buyer is and will be that of Supplier and Buyer and not a joint venture, partnership, principal-agent, broker, sales representative or franchise relationship.

**24. Severability.** If any provision of the Contract is found by a court of competent jurisdiction to be prohibited or unenforceable, such provision will be ineffective only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability will not invalidate the balance of such provision to the extent it is not prohibited or unenforceable, nor invalidate the other provisions hereof.

**25. Waiver.** Either party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach, will not thereafter waive any such term, condition, instruction, right or privilege.

**26. Remedies.** The remedies stated herein will be cumulative and additional to any other or further remedies provided at law or in equity.

**27. Survival.** The rights and obligations of the parties hereto will survive the termination, cancellation, completion or expiration of the Contract to the extent that any performance is required under the Contract after such termination, cancellation, completion or expiration.

**28. Disclaimer of Damages and Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BUYER BE LIABLE FOR ANY TYPE OF INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUES, LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF DATA OR GOODWILL, WHETHER SUCH DAMAGES ARISE OUT OF OR RESULT FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE TOTAL LIABILITY OF BUYER UNDER THIS CONTRACT (WHETHER BY REASON OF BREACH OF CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED AN AMOUNT EQUAL THE VALUE OF THE AGREEMENT THERETOFORE PAID OR PAYABLE BY BUYER WITH RESPECT TO ALL PRODUCT(S) AND OR SERVICES, IN THE AGGREGATE, CONTRACTED FOR HEREUNDER. HOWEVER, THIS LIMITATION SHALL NOT BE CONSTRUED TO LIMIT IN ANY WAY ANY RECOURSE A PARTY MAY HAVE TO ANY INSURANCE PROCEEDS AVAILABLE UP TO THE AMOUNTS AGREED UNDER THE INSURANCE SECTION IN THIS AGREEMENT, TO THE EXTENT AND TO THE AMOUNTS THAT SUCH INSURANCE IS REQUIRED TO BE MAINTAINED BY THE OTHER PARTY UNDER THIS AGREEMENT.**

**29. Assignment.** Supplier shall not assign the Contract or any of its rights or obligations thereunder, in whole or in part, without Buyer's prior written consent and any attempted assignment or delegation by Supplier without such written consent shall be void. No assignment permitted hereunder shall relieve Supplier of any of its obligations under the Contract. Buyer reserves the right to assign the Contract to Buyer's successors or affiliates.

**30. Notices.** All notices required or permitted hereunder will be in writing and (i) sent postage prepaid, registered or certified mail, return receipt requested, (ii) personal delivery, or (iii) by email or facsimile transmission (which must be immediately confirmed by one of the other permitted methods specified in clause (i) or (ii) above) to the addresses identified in the Contract. Any such notice will be effective upon receipt.

**31. Documentation Language.** At the express request of the parties, the Contract and all documents related thereto are drafted in the English language. If a translation of the Commercial Terms and Conditions or these Terms and Conditions is provided or included, such translation is for the parties' reference only, and if there is any inconsistency between the English version and such translation, the

English version shall govern the interpretation of such terms and conditions. All communications are also to be in English.

**32. Governing Law and Dispute Resolution.** Buyer and Supplier expressly agree that, for purposes of personal jurisdiction and venue, all lawsuits related to or arising out of the Contract will be brought only in a court located within the city, state, province or territory of the Buyer's location as noted on the Contract. The parties further agree that the Contract will be governed by and construed in accordance with the laws applicable within the city, state, province or territory of the Buyer's location as noted on the Contract, without giving effect to any conflicts or choice of law provisions to the extent that they would provide for application of the law of another jurisdiction. Buyer and Supplier hereby waive any venue or jurisdictional challenges or defenses related to such jurisdiction and venue, unless both parties agree in writing that a lawsuit may be brought in another location or court. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the Contract.

**33. Time is of the Essence.** Time and quantity are of the essence hereunder.

**34. Work on Buyer's or Buyer's Customer's Premises.** If Seller's provision of Goods and/or Services under this Order involves operations by Seller on the premises of Buyer or any of Buyer's customers, Seller shall take necessary precautions to prevent injury to person or property during such work, including, but not limited to, adhering to the rules, policies, procedures or other requirements governing Buyer's or Buyer's customer's premises.

**35. Setoff.** Buyer shall have the right to set off any amount payable any time by Buyer to Seller in connection with this Order against any amounts due from Seller or its affiliated companies to Buyer.

**36. Electronic Commerce.** At Buyer's request and subject to applicable law, Buyer and Supplier will facilitate business transactions by electronically transmitting data. Any data digitally signed and electronically transmitted will be as legally sufficient as a written, signed, paper document exchanged between the parties, notwithstanding any legal requirement that the data be in writing or signed.

**37. Entire Agreement.** The Contract, together with these Terms and Conditions, and any other documents expressly incorporated herein or therein by reference, constitutes the entire agreement between Buyer and Supplier related to the subject matter of the Contract, and all prior negotiations, proposals, understandings, representations, agreements and writings with respect to the subject matter of the Contract are superseded hereby. No modification of the conditions or terms of the Contract or these Terms and Conditions will be binding upon Buyer nor will extra compensation be paid by Buyer unless such modification or understanding is in a confirming writing signed by an authorized representative of Buyer.