

# Metropole Products GENERAL TERMS AND CONDITIONS for Supply and Services Purchase Orders

This document constitutes the Terms and Conditions for the Purchase Order between the parties and acceptance is strictly limited to the terms and conditions contained herein. Agreement by Seller to furnish the goods or services to these terms and conditions, or Seller's commencement of such performance or acceptance of payment shall constitute acceptance by Seller of these Terms and Conditions

## PRICE

The prices established by this Subcontract are firm fixed prices unless otherwise stated in the Subcontract. Seller warrants that any unit prices charged herein do not exceed the unit prices charged by Seller to other customers in substantially similar transactions.

## SCHEDULE AND DELIVERY; NOTICE OF DELAY

Seller shall strictly adhere to all Subcontract schedules. Time is and shall remain the essence in the performance of this Subcontract. Seller shall notify Buyer in writing immediately of any actual or potential delay to the performance of this Subcontract. Such notice shall include a revised schedule and shall not constitute a waiver to Buyer's rights and remedies hereunder.

## NEW MATERIALS; PACKAGING, SHIPPING, MARKING

- a) All goods to be delivered hereunder shall consist of new materials.
- b) Seller shall prepare and package the goods to prevent damage or deterioration and shall use best commercial practice for packing and packaging of items to be delivered under this Subcontract unless otherwise specified in the Subcontract
- c) **For Subcontractors, Contract Manufacturers, and Authorized Distributors** – Only new and authentic materials are to be used in products delivered to Buyer. No counterfeit or suspect counterfeit parts are to be contained within the delivered product. Parts shall be purchased directly from the OCMs/OEMs, or through the OCM/OEMs Authorized Distributor. Documentation must be available that authenticates traceability to the applicable OCM/OEM. Independent Distributors (Brokers) shall not be used without written consent from Buyer.
- d) When available, the original manufacturers Certificate of Conformance (C of C) and all traceability documentation shall be included with each shipment of parts. It shall include the manufacturer's name, part number, date codes, lot codes, serializations, and / or other batch identifications. Inspections and tests required are as noted in the Subcontract. Recorded evidence of all testing performed shall be included with each shipment. If suspect/counterfeit parts are furnished under this Subcontract and are found in any of the Goods delivered

hereunder, such items will be impounded by Buyer. The Seller shall promptly replace such suspect/counterfeit parts with parts acceptable to the Buyer and the Seller shall be liable for all costs relating to the removal and replacement of said parts. Buyer reserves all contractual rights and remedies to address grievances and detrimental impacts caused by suspect/counterfeit parts.

#### INSPECTION AND ACCEPTANCE

- a) Buyer's final acceptance of Goods or Services is subject to Buyer's inspection within thirty (30) days after receipt at Buyer's facility or such other place as may be designated by Buyer notwithstanding any payment or prior test or inspection.
- b) Seller and its suppliers shall establish and maintain a quality control and inspection program. Subject to applicable national security regulations, Buyer and Buyer's representatives shall have the right of access, on a non-interference basis, to any area of Seller's or Seller's supply chain sub-tier premises where any part of the work is being performed. Seller shall flow this requirement down to its sub tier supply chain suppliers as a condition of this Subcontract. Seller shall, without additional costs to Buyer, provide all reasonable in-plant accommodations, facilities, and assistance for the safety and convenience of the Buyer and the Buyer's representatives in the performance of their duties.
- c) Seller shall keep and maintain inspection, test, and related records, which shall be available to Buyer or Buyer's representative. Seller shall allow copies to be made and shall furnish all information required by the Buyer or Buyer's representative.

#### REJECTION

If seller delivers non-conforming Goods or Services, Buyer may, at its option and Seller's expense: (i) return the Goods for refund or credit; (ii) require Seller to promptly correct or replace the Goods or Services; (iii) correct the nonconformance; or (iv) obtain conforming Goods or Services from another source. Buyer shall specify the reason for any return or rejection of nonconforming Goods or Services and/or shall describe the action taken. Seller shall be liable for any increase in costs, including the procurement costs attributable to Buyer's rejection of the non-conforming Goods or Services. If Buyer determines or has reason to believe that Goods provided contain suspect and/or counterfeit parts, Buyer shall provide Seller the appropriate notice and impound the suspect/counterfeit parts.

#### PAYMENT, TAXES, AND DUTIES

- (a) Unless otherwise provided, terms of payment shall be net thirty (30) days from the latest of the following: (1) Buyer's receipt of Seller's proper invoice; (2) scheduled delivery date of the Work or (3) actual delivery of the Work.
- (b) Each payment made shall be subject to reduction to the extent of amounts which are found by Buyer or Seller not to have been properly payable, to include overpayments. Seller shall promptly notify Buyer of any such overpayments by Seller.

- (c) Buyer shall have a right to recoup or setoff, as the case may be, against payments due or at issue under this Contract or any other contract between parties.
- (d) Payment shall be deemed to have been made as of the date of mailing Buyer's payment or electronic funds transfer.
- (e) Unless otherwise specified, prices include all applicable federal, state, and local taxes, duties, tariffs, and similar fees imposed by any government, all of which shall be listed separately on the invoice. Prices shall not include any taxes, impositions, charges, or exactions for which Buyer has furnished a valid exemption certificate or other evidence of exemption.
- (f) Payment will be in United States Dollars.

#### EXPORT CONTROL AND COMPLIANCE

Seller shall control the dissemination of and access to technical data, information and other items received under this Subcontract in accordance with U. S. export control laws and regulations. If this order involves the delivery of products, software, technical data, or services (which includes design, assembly, testing, repair, maintenance or modification to Buyer products or technologies) subject to United States export control laws and regulations Seller shall comply with all applicable U. S. export and re-export control laws and regulations and any local government export regulations.

#### CONFLICT MINERALS

By accepting these terms and conditions, Seller agrees to timely respond, to the best of its knowledge and belief following a reasonable country of origin due diligence inquiry in accordance with the OCED framework or other prevailing industry standard, to any request by, or on behalf of Buyer, for information on the origin source and chain of custody information of 3TG (tin, tantalum, tungsten and gold) minerals necessary to the functionality or production of a product manufactured by you or supplied by you to Buyer. In addition, you understand and acknowledge that any information you provide in this regard may be used by Buyer to comply with its reporting obligations under the Dodd-Frank Wall Street Reform and Consumer Protection Act, including filing a Form SD and Conflict Materials Report with the U. S. Securities and Exchange Commission.