

**TEX-TECH INDUSTRIES AND AFFILIATES  
STANDARD TERMS AND CONDITIONS OF PURCHASE**

1. **ACCEPTANCE** - This Purchase Order ("Order") is not an acceptance of any offer to sell but is an offer to purchase from the vendor ("Seller"). It may be accepted by Seller's acknowledgement sent in writing, by fax or by EDI transmission (or by Seller's commencement of performance) within ten (10) days of the order's date to Tex-Tech Industries, Inc. or any of its wholly owned subsidiaries, including but not limited to Tex-Tech Coatings, LLC and Tex-Tech Engineered Composites, LLC (each individually being a "Buyer"). Acceptance is expressly limited to the Standard Terms and Conditions of Purchase ("T&Cs") set forth herein with this Order. By acceptance in any manner described above, Seller expressly assents to the T&Cs contained herein to the exclusion of all other terms and conditions, including any contained in any acknowledgement, acceptance, letter, quote, invoice or other writing of Seller prior to, simultaneously with, or after acceptance of this Order. Any proposal for additional or different terms or any attempt by Seller to vary, in any degree, any of the T&Cs of this Order in Seller's acceptance or acknowledgement shall not operate as a rejection of this Order, and this Order shall be deemed accepted by Seller without said additional or different terms.
2. **ENTIRE AGREEMENT** - After acceptance, the T&Cs contained in this Order, with attachments if any, will constitute the entire and only agreement of the parties and will supersede all prior discussions, representations, writings, oral agreements, and understandings, or any language in the acknowledgement or acceptance of Seller to the contrary. Buyer objects to any addition to, change, modification of, revision of, deletion, or waiver of any of the T&Cs of this Order, irrespective of whether such different or additional terms and conditions materially alter this order; such different or additional terms and conditions or amendments will be invalid and rejected unless specifically agreed to in writing by Buyer. Each and every term and condition of this order is deemed to be of the essence.
3. **PRICE** - The price charges by Seller shall not be higher than that appearing on the face of the Order. No charges not shown on the Order will be allowed for packing, crating, freight, express costs or other carrier charges, taxes, customs duties, and import or export fees unless designated in the Order. Seller agrees to provide Buyer with "most favored nation" pricing for purchases of products by Buyer of quality and volumes sold by Seller to other third parties.
4. **DELIVERY** - Time of delivery is of the essence in this Order. Shipment and delivery dates must be strictly adhered to. Seller shall deliver the goods in accordance with the time schedule(s) set forth in this Order or, if no date is specified, as otherwise specified in writing by Buyer. Shipments must be made no later than the ship date specified in this Order or, if no ship date is specified, as otherwise specified in writing by Buyer. Goods shipped shall be at Seller's risk until title has passed to Buyer upon delivery. Unless otherwise specified in the Order, place for delivery of goods is Buyer's business. Buyer shall not be obligated to accept untimely, incomplete, unsatisfactory or improper deliveries or shipments. In the event of such a delivery or shipment, Buyer may terminate the whole or any part of the Order, purchase substitute goods and/or expedite shipment by shipping via airfreight and Seller shall bear all additional costs or charges resulting therefrom. Substitutions outside of or overruns above normal accepted standards will not be accepted unless agreed upon by Buyer in writing. Buyer shall be under no duty to inspect goods before resale and all Seller's obligations hereunder, including under paragraph 4, shall survive delivery and/or any inspection, retention, payment, resale, repacking or payment. If Buyer is unable to timely fill customer purchase orders as a result of Seller's failure to deliver ordered goods by the due date, Seller will be liable to Buyer for its lost profits from such orders.
5. **WARRANTIES** - Seller warrants that all goods or services furnished hereunder, together with packaging and labeling, will conform to applicable specifications, instructions, drawings, data and samples, will be merchantable, will be of good material and workmanship and free from defects in design, materials and workmanship, that the goods or services will be fit and sufficient for the purpose intended, that all goods will be free from all liens, encumbrances, and patent, trademark, copyright, trade secret or other intellectual property right infringement or claims for such infringement, that the goods are not misbranded or falsely or improperly labeled, tagged, invoiced, packaged, produced or advertised within the meaning of, and will comply with all federal, state and local laws, rules, regulations, codes, contracts, ordinances, guides, standards and testing requirements thereunder and, where applicable, the laws of foreign countries. These warranties will be in addition to all other warranties, express or implied, and will survive acceptance of and payment for any and all goods or services ordered and will run to Buyer, its successors, assigns, customers, and users of its products. Payment for, inspection of or receipt of goods or services shall not constitute a waiver of any breach of warranty.
6. **INSPECTION / TESTS** - All goods ordered will be subject to inspection and testing by Buyer at reasonable times and places, including Seller's facilities. It is expressly agreed that inspections and/or payments prior to, at the time of or after delivery will not constitute a final acceptance of the goods or services. Buyer shall have the right to reject non-conforming goods or to revoke acceptance of goods.
7. **TRADEMARKS** - Seller acknowledges and will not challenge Buyer's exclusive ownership of Buyer's trademarks, designs and other intellectual property rights. Seller further acknowledges that it acquires no rights whatsoever in any of Buyer's trademarks or designs by virtue of providing goods or services under this Order and agrees that it will not apply for, attempt to register or otherwise acquire any rights to any of Buyer's trademarks or designs and will assign to Buyer any rights to designs developed in the course or in connection with this Order. Seller shall use Buyer's trademarks only for goods made for and sold to Buyer. All samples, seconds, overruns and/or defective goods shall not bear any Buyer trademark and will be disposed of as agreed to in writing.
8. **CONFIDENTIALITY** - All drawings, patterns, specifications, designs, plans, costs, pricing, buying habits, costs of materials, lists, concepts, ideas or other data or information ("Information") furnished by Buyer to Seller which relate to Buyer's business shall be considered proprietary to Buyer. Seller agrees that it shall use such Information solely for the purposes of fulfilling its obligations in accordance with this Order and shall keep all such Information confidential and will not divulge or use such Information for the benefit of itself or any third party, unless this requirement is waived expressly in writing by Buyer. Seller shall protect such Information and shall restrict the disclosure of Information to such persons who need access to such Information in order to fulfill Seller's obligations under this Order. Seller shall immediately, upon Buyer's request, promptly return to Buyer or destroy all Information, including copies thereof. The provisions of this paragraph 8 shall survive the completion, expiration or termination of this Order.
9. **PROPERTY** - All equipment, tools, materials, vehicles and any other articles required for Seller's performance of this order shall be furnished by Seller, maintained in good condition, and replaced when necessary at Seller's expense. All designs, specifications, works of art, trade names, trademarks, trade dress, labels, tags and other materials or articles which are supplied by Buyer to Seller or which have been created or developed for Buyer by Seller in connection with the goods contracted for by Buyer are and shall remain the exclusive property of Buyer. Title to and a right of immediate possession of any property of any nature whatsoever furnished or paid for by Buyer shall remain in Buyer.
10. **CONSTRUCTION SERVICES** - additionally, with regard to construction or maintenance services to be provided, the scope of work as communicated by Buyer shall be incorporated into the Order, and contractors shall furnish all labor, materials, supervision, tools, equipment, permits and licenses and other items of expense required to complete the work pursuant to the Order, including the removal and lawful disposal of all debris, waste material and rubbish generated in the performance of the work and shall leave the premises in a neat and clean condition. Contractors shall comply with all OSHA standards and shall furnish their employees the required safety equipment and training to comply. Contractors shall strictly comply with and not deviate from the plans, instructions and specifications in the scope of work, without a prior written change order from Buyer. If the work shall include the installation of equipment or other products, ("Equipment"), the Equipment shall conform to the specifications and instructions in the Order or may be rejected by the Buyer at contractor's cost. Contractor will not permit a lien or attachment be imposed on Buyer's property arising out of the work being performed under the Order. Buyer shall have the right to require releases from all who would otherwise be entitled to liens by means of labor or materials furnished for the work before payments are made. Contractor agrees to comply with all building codes and rules and regulations of any public utility pertaining to the work being performed under the Order and assumes full responsibility for any expense associated with non-compliance.
11. **TERMINATION** - Buyer may terminate performance of the work under this Order, in whole or in part, by written notice to Seller. Upon receipt of such notice, Seller shall immediately discontinue all work and the placing of all orders for materials, facilities, and supplies pursuant to this Order. Upon termination by Buyer under this paragraph or through the default remedies available to Buyer set forth below, Buyer shall negotiate payment to Seller based on Seller's non-recoverable, reasonable and actual documented costs and expenses and shall receive credit for any deposits, down payments, advanced expenses or any other prepayments. In no case, however, shall payments made under this paragraph exceed the aggregate price specified in this Order, less payments otherwise made or to be made. Nothing contained in this paragraph shall be construed to limit or affect any remedies, which Buyer may have.
12. **DEFAULT / CANCELLATION** - If Seller's financial condition, based on reasonable and objective criteria, is found to be or becomes unsatisfactory to Buyer during the term of this contract, Buyer reserves the right, without incurring any liability to Seller, to cancel this Order by written notice and terminate this contract and receive a refund of any deposits, down payments, or other advance payment (except for goods or services already delivered). Buyer also reserves the right similarly to terminate all other contracts covering purchases by Buyer of Seller's products or services whether or not Seller may otherwise be in default, and no rights shall accrue to Seller against Buyer on account of such termination. The foregoing rights of Buyer are in addition to, and not in lieu of, any rights Buyer may possess under 2-609 or other provisions of the Uniform Commercial Code, or other provisions of the law. If Seller fails to perform as specified in this Order or breaches any of the terms hereof, Buyer reserves the right, without incurring any liability to Seller, and upon giving Seller written notice, to: (a) cancel this Order in whole or in part, and Seller shall be liable to Buyer for all damages, losses and liability incurred by Buyer directly or indirectly resulting from Seller's breach; or (b) obtain the goods or services ordered herein from another source, with any excess cost resulting therefrom chargeable to Seller; or (c) setoff or reduce all claims for money due or to become due from Buyer to Seller to the extent Buyer is damaged by Seller's failure to perform. The remedies herein provided shall be cumulative and in addition to any other remedies provided at law or in equity. Buyer's failure to insist on performance of any of the terms and conditions herein or to exercise any right or privilege, or Buyer's waiver of any breach hereunder, shall not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type.
13. **FORCE MAJEURE** - In the event of acts of God, acts or regulations or decrees of any government, unusual natural phenomena such as earthquakes, floods, fires, riots, wars, shipwrecks, a pandemic or other unforeseen causes not attributable to and beyond the reasonable control of the Seller which prevent or delay manufacture, transportation or delivery of the goods or services covered by this purchase order, the Seller shall inform the Buyer, in writing, as soon as possible, but in any event within five (5) days after the start of such Force Majeure, specifying the nature of the Force Majeure as well as the estimated time of duration. In the event the Force Majeure lasts more than thirty (30) days or is expected to last more than thirty (30) days, the Buyer is entitled to immediately terminate the Order by notice in writing to Seller without any claim of liability, penalty or damage. In the event of a Force Majeure preventing or delaying acceptance or prompt utilization by Buyer of the goods or services covered by this Order, Buyer shall inform the Seller, in writing, as soon as possible, but in any event within five (5) days after the start of such Force Majeure, specifying the nature of the Force Majeure, as well as the estimated time for duration. Buyer may provide Seller with a new time schedule and delivery date for the goods or services. Buyer shall not be subject to any claim of liability, penalty or damage.
14. **COMPLIANCE WITH LAWS** - Seller agrees to comply fully with all applicable U.S. federal, state and local laws, ordinances, rules, regulations, and orders, as well as all applicable laws of foreign nations and of each of the governmental subdivisions thereof, pertaining to the production and sale of the goods or services ordered, and, upon request, Seller shall furnish Buyer certificates of compliance. Seller will also properly complete and execute all required country foreign declarations and quota charge statements in the manner and form required by the U.S. Customs Service or applicable foreign customs service. These United States laws shall include, without limitation, the following: The Fair Labor Standards Act of 1938, as amended; Federal and State OSHA requirements; Federal and State environmental laws; the Equal Opportunity clause of Executive Order #11246, as amended; the Vietnam Era Veterans Readjustment Assistance Act, as amended; the rules and regulations of the Office of Federal Contract Compliance Programs; Section 503 of the Rehabilitation Act; Toxic Substances Control Act and The Federal Hazardous Substances Act. With specific references to the Toxic Substances Control Act, Seller warrants that each chemical substance delivered under this order shall be on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to § 8 of the Toxic Substances Control Act. If this Order is placed, directly or indirectly, under a contract to which the United States or any state or other governmental authority is a party, then all terms and conditions required by law or regulation or contained in the government contract with respect to this order are incorporated herein by reference.
15. **EQUAL EMPLOYMENT OPPORTUNITY** - Buyer is a federal contractor and complies fully with Executive Order 11246, as amended, the Vietnam Era Veteran Readjustment Assistance Act, as amended, and Section 503 of the Rehabilitation Act, as amended. Seller shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). 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, sex, color, religion, sexual orientation, gender identity or national origin. Moreover, 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, disability or veteran status.

16. INDEMNIFICATION - Seller agrees to indemnify and hold harmless Buyer, its officers, directors, agents, employees, successors, assigns, customers and users of Buyer's goods from and against any and all claims, damages, losses, penalties, expenses, suits at law or in equity, or any liability whatsoever, including attorneys' fees, arising out of or resulting from (a) any transaction in which Buyer has placed an Order, (b) any false declaration regarding the country of origin in violation of any customs law, (c) any false statement or labeling regarding fiber content or other representation regarding the nature or quality of the goods, (d) any alleged defect in the goods or services that is alleged to have caused the death of or injury to any person, or damage to any property, under whatever theory, (e) any injury or death to persons or damage to property arising from acts or omissions of Seller's agents, employees or subcontractors while on Buyer's premises, (f) the failure of Seller to comply, in the furnishing of goods or services under this Order, with all applicable domestic or foreign national, state, or local laws, ordinances, rules, regulations or orders as set out in paragraph 12, or (g) any claim that the manufacture, use, sale or resale of any goods or services supplied by Seller under this Order infringe any patent, copyright, trademark or other intellectual property right, and Seller, when notified, shall, at Buyer's sole option, either defend any such claim or suit at its own expense employing attorneys approved by Buyer, or reimburse Buyer's expenses and costs, including attorneys' fees.
17. INSURANCE - Seller shall maintain and require its subcontractors to maintain: (a) liability and property damage insurance coverage (including contractual liability), both general business and vehicle, in amounts sufficient to cover obligations set forth above; (b) products liability insurance coverage; and (c) worker's compensation and employment practices liability insurance covering all employees engaged in the performance of this Order. Seller shall furnish, upon Buyer's request, certificates evidencing such insurance. The Seller agrees that all insurance coverage provided under this agreement shall be primary and non-contributory with respect to any insurance maintained by Buyer. Any insurance maintained by Buyer shall be considered excess and shall not contribute to any insurance coverage or obligation of the Seller.
18. ASSIGNMENT - This Order may not be assigned by Seller, including by operation of law or otherwise, nor may Seller delegate the performance of any of its duties of the Order without Buyer's prior written consent.
19. INDEPENDENT CONTRACTOR - Seller is an independent contractor. This Order shall not be deemed to constitute or create a partnership between Seller and Buyer or to make Seller an agent or employee of Buyer for any purpose whatsoever. Seller has no authority to bind Buyer, to contract on Buyer's behalf or to otherwise create any liability of Buyer.
20. APPLICABLE LAW / LANGUAGE - The validity, interpretation, and performance of these terms and conditions shall be decided in accordance with and governed exclusively by and under the laws of the State of North Carolina, U.S.A. applicable to agreements made and to be performed therein, without regard to the application of rules regarding conflicts or choice of laws. This agreement shall not be subject to or governed by the United Nations Convention for International Sale of Goods (CISG). All documents, including invoices, shall be in the English language and will specify the country of origin.
21. JURISDICTION - Seller consents to the exclusive jurisdiction and venue of the state and federal courts located in Guilford County, North Carolina for adjudication of any claim or dispute arising under this Order or otherwise occurring between Buyer and Seller.
22. PUBLICITY - Seller shall not, without the prior written consent of Buyer, disclose, make any public announcement, issue a press release, make a statement to third parties, advertise or make or authorize the publication of any article which identifies, relates to or provides publicity to this Order and the work being performed by Seller hereunder, or that features, highlights or comments upon any of the trademarks of Buyer or otherwise relates to Buyer.
23. SEVERABILITY - The terms and conditions of this Order are severable and if any terms and conditions or portions of any terms and conditions herein are stricken or declared illegal, invalid or unenforceable for any reason whatsoever, the legality, validity or enforceability of the remaining terms and conditions shall not be affected thereby.
24. RESPONSIBLE BUSINESS PRACTICES - Buyer takes pride in being a responsive and responsible producer of quality high performance products, materials and fabrics and fabric-based product solutions and services throughout the world. Integrity in dealing with others is a guiding principle of Buyer. Beyond legal and regulatory compliance, our dealings with others inside and outside the company are based on mutual respect, open communication, and cooperation. This behavior preserves the trust and respect of our fellow employees, customers, suppliers, and investors, and our neighbors in the communities where we live and work. In accordance with this principal, Buyer expects and Seller agrees to comply with the Company's Responsible Business Practices guidelines. A copy of the guidelines can be found on the Company's website at: <https://textechindustries.com/about-us/legal-forms/>. Seller will execute a Certification of its Compliance with its Responsible Business Practices guidelines at the request of Buyer.
25. PREVENTION OF COUNTERFEIT PARTS - External provider shall plan, implement, and control their process for the prevention of counterfeit or suspect counterfeit parts from use or inclusion into the product in accordance with AS9100 / AS9110 / AS9120 clause 8.1.4 (Prevention of Counterfeit Parts).
26. PREVENTION OF SUSPECTED UNAPPROVED PARTS - External provider shall plan, implement, and control a process that identifies and prevents the release of unapproved and suspected unapproved parts or inclusion into the product in accordance with AS9100 / AS9110 / AS9120 clause 8.1.5 (Prevention of Suspected Unapproved Parts).
27. AWARENESS - External providers shall ensure all persons doing work under their control for the supply of Tex Tech materials and services are aware of their contribution to product/service conformity and product safety along with the importance of ethical behavior in accordance with AS9100 / AS9110 / AS9129 clause 7.3 (Awareness).
28. UNITED STATES PERSON - All Tex-Tech Engineered Composites, LLC (TTEC) contracts for services, contract labor or consultant work performed at the TTEC facility shall be conducted by a United States Person.