

VISTA OUTDOOR INC. GENERAL TERMS AND CONDITIONS OF PURCHASE

General Provisions—TC-001 (10/18)

1. Definitions: The following definitions apply unless otherwise indicated: (a) “Buyer” means the legal entity issuing any Purchase Order including Federal Cartridge Company, Savage Arms, Inc., Bushnell Holdings, Inc., and any affiliates of Buyer, (b) “Seller” means the legal entity contracting with Buyer, (c) “Purchase Order” or “PO” means these terms and conditions, any attached or separately issued PO, and any written changes thereto, including special provisions, drawings, technical data, specifications, quality clauses, and all other documents incorporated herein, and (d) “Goods or Services” means separately the goods, supplies, parts, assemblies, technical data, drawings, services or other items to be furnished by Seller to Buyer including raw materials, components, and intermediate assemblies of such items, as applicable.

2. Acceptance and Terms: Seller accepts Buyer’s PO, and all the terms and conditions contained within the PO, by: (a) executing and returning the PO or an acknowledgement form, (b) by starting performance, (c) delivering any Goods or Services, or (d) by accepting payment. Counteroffers or proposed additions or conflicting terms are expressly objected to and rejected by Buyer. If the PO is in response to Seller’s offer, the PO shall be deemed an acceptance of such offer expressly limited to the PO’s terms and conditions and only on the condition of Seller’s assent to the additional or different terms contained herein. Seller’s assent to the additional or different terms shall be granted by: (a) executing and returning the PO or an acknowledgement form, (b) starting performance, (c) delivering Goods or Services, or (d) accepting payment. Any terms and conditions in Seller’s offer that are in addition to or that conflict with the terms of the PO are expressly objected to and rejected by Buyer. Upon acceptance, the terms governing the relationship between the parties are expressly limited to the PO’s express terms and any drawings or specifications related thereto.

3. Price: Seller shall furnish the Goods or Services covered by the PO in accordance with the prices stated on the face of the PO. Unless otherwise expressly specified, the prices stated in the PO are firm fixed prices and are stated in U.S. dollars. All prices include applicable taxes and duties. Seller warrants that such prices do not exceed those charged by Seller to any other customers purchasing on substantially similar terms. Seller waives any lien rights relating to the performance of the PO and Seller shall obtain waivers from all persons entitled to assert any lien rights in connection with the PO and shall furnish such waivers to Buyer at Buyer’s request.

4. Delivery: Time is of the essence and Seller shall furnish the Goods or Services covered by the PO in accordance with the delivery schedule stated on the face of the PO. Unless otherwise agreed to in writing by Buyer, Seller shall not make material commitments or production arrangements in excess of the amount or in advance of the time reasonably required to meet Buyer’s delivery schedule. Goods or Services delivered to Buyer more than ten (10) days in advance of the delivery date specified for such Goods or Services may be returned or stored by Buyer at Seller’s expense. Goods or Services delivered to Buyer after the scheduled delivery date stated in the PO may be rejected and returned, and the PO considered in material breach and terminated for default by Buyer under clause 16(b) or Buyer may retain the Goods or Services at a reduced price, which shall be at the sole discretion of Buyer. Any expense, costs or damages incurred by Buyer as a result of or arising out of the default may, at the discretion of Buyer, be offset against any sum owing under this or any other PO between Buyer and Seller or charged back to Seller. Nothing herein shall limit any other remedy Buyer may have at law or in equity. Delivery of Goods or Services shall be F.O.B. Buyer’s location designated on the face of the PO, unless the PO specifically provides otherwise. Title and risk of loss to Goods or Services furnished under the PO shall pass to Buyer upon formal acceptance of the Goods or Services, regardless of when or where Buyer takes physical possession, unless the PO specifically provides for earlier passage of title or risk of loss.

5. Notice of Delays: Whenever Seller has knowledge of an actual or potential delay to the timely performance of the PO, Seller shall immediately notify Buyer in writing of all relevant information with respect to such delay. Such notice is for informational purposes only and shall not relieve Seller of Seller’s obligation to comply with Seller’s delivery requirements.

6. Buyer Property: If Buyer furnishes Seller materials, specifications, drawings, tooling or equipment (“Buyer Property”), or pays for such Buyer Property as a line item in the PO, title thereto shall remain or vest in Buyer.

Title to Buyer Property shall not be affected by the incorporation or attachment thereof to any other property, nor shall such Buyer Property or any part thereof be or become a fixture or lose its identity as Buyer Property by reason of affixation to any realty. Seller shall identify, maintain and preserve such Buyer Property and shall dispose of it (including scrap) only in accordance with Buyer’s direction. Such Buyer Property, and whenever practical each individual item thereof, shall be plainly labeled, marked or otherwise adequately identified by Seller as Buyer Property and shall be safely stored separate and apart from Seller’s property. Seller shall not substitute any property for Buyer Property. Unless otherwise provided on the face of the PO, all Buyer Property provided shall be provided “AS IS” and Buyer hereby DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED. Buyer Property furnished shall be used only for the performance of the PO. Buyer shall have access at all reasonable times to the premises on which Buyer Property is located for the purpose of inspecting Buyer Property or retrieving Buyer Property when deemed necessary by Buyer. Buyer periodically may request Seller to submit, in acceptable form, inventory schedules covering all items of Buyer Property pertaining to the PO. Buyer Property, while in Seller’s custody or control, shall be held at Seller’s risk and Seller shall be responsible for any loss, damage or destruction thereof except for reasonable wear and tear, and except to the extent that such Buyer Property is reasonably consumed in the performance of the PO.

7. Packaging and Shipping: Seller shall package, mark, and otherwise prepare Goods shipped under the PO in strict conformance with all requirements of the PO and, if no requirements are stated, in accordance with good commercial practices to obtain the lowest shipping rates, to prevent damage during shipping and in accordance with all applicable laws. Unless otherwise agreed in writing by Buyer, no separate charge shall be made for packaging, containers, boxing, bundling, dunnage, drayage or storage. Seller shall pay all insurance and freight costs until delivery to Buyer. On containers, Seller shall mark handling and loading instructions, shipping information, PO number, item and account number, shipment date, and names and addresses of Buyer and Seller. Each shipment of Goods shall also include a separate packing list in a waterproof envelope or wrapper.

8. Invoicing: Seller shall issue a separate invoice for each delivery of Goods or Services under the PO and shall not issue any invoice prior to the delivery date stated in the PO or the actual delivery date of the Goods or Services. Each invoice shall accurately describe in the English language all of the merchandise contained in the shipment, and shall list all payments, whether direct or indirect, to be made for the merchandise, including but not limited to assists, selling commissions and royalty payments. Each invoice, including item numbers, shall be submitted in duplicate and accompanied (if applicable) by a bill of lading or express receipt. Seller shall submit invoices to the address specified in the PO. Unless expressly specified otherwise on the face of the PO, the terms of payment shall be Net 60 days from Buyer’s receipt of a proper invoice or receipt of Goods or Services, whichever is later. Buyer’s payment of an invoice shall not constitute acceptance of the Goods or Services and shall be subject to appropriate adjustment for Seller’s failure to meet the requirements of the PO. Seller shall promptly repay to Buyer any amounts paid in excess of amounts due Seller. Buyer may set off any amount owed by Seller or any of its affiliated companies to Buyer against any amount owed by Buyer to Seller under the PO.

9. Inspection: All Goods or Services may be inspected and tested by Buyer, its customers, higher tier contractors, and (in the case of Goods or Services purchased for a U.S. Government contract or subcontract) the U.S. Government at all reasonable times and places, including but not limited to the facilities of Seller’s subcontractors. If such inspection or testing is made on Seller’s premises, Seller shall provide, without additional charge, all reasonable facilities and assistance for such inspections and tests. No inspection (including source inspection), test, approval (including design approval), or acceptance of the Goods or Services shall relieve Seller from responsibility for any defects in the Goods or Services or other failure to meet the requirements of the PO, or for latent defects, fraud, such gross mistakes as amount to fraud, or Seller’s warranty obligations. Final inspection and acceptance by Buyer shall be at destination unless otherwise specified in the PO. Such inspection shall be in accordance with the customary established inspection procedures of the location of Buyer where the Goods or Services are received. If rejection of the Goods or Services would result from Buyer’s normal inspection level under such procedures, Buyer may, at its option, conduct an above-normal level of inspection, up to 100% inspection, and charge Seller the reasonable costs thereof. In case Goods or Services are defective or otherwise not in strict conformance with the requirements of the PO, Buyer shall have the right to reject it, require its correction (at Seller’s cost including transportation) or accept it with an equitable adjustment in price or such other condition. Buyer’s acceptance of

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nonconforming Goods or Services shall not relieve Seller of its warranty or indemnification obligations.

10. Quality Control: Unless the PO contains other specific quality requirements, Seller shall provide and maintain a quality control system to an industry-recognized quality standard for the Goods or Services covered by the PO. Seller shall keep complete records of all quality control inspection work and make such records available to Buyer and its customers during the performance of the PO and up to six (6) years after final payment. Seller's quality control, inspection system and manufacturing processes are subject to review by Buyer during normal business hours.

11. Representations, Warranties and Guarantees: By acceptance of the PO, Seller warrants that all Goods or Services (including materials incorporated into the Goods): (a) shall be new, suitable for the uses intended for a minimum period of twelve months after the date of acceptance, of the grade and quality specified and free from all defects in design, materials and workmanship; (b) shall strictly conform to all requirements of the PO, any specifications, drawings and samples furnished or any warranties provided, express or implied; (c) shall be adequately and safely packaged and labeled; (d) shall not infringe any patent, trademark, trade secret or copyright, or any other intellectual property, contract or other third party right; (e) shall be of good and merchantable title, free of liens and encumbrances; (f) are not in violation of any laws, ordinances, statutes, rules or regulations of the United States, any state or local government or any subdivision or agency thereof, or any originating country; (g) comply with any country of origin requirements stated on the face of the PO or previous certification by Seller; (h) do not contain gold or the underlying metal ores for tin, tungsten or tantalum originating from the Democratic Republic of Congo or adjoining countries; (i) are free from California Proposition 65-listed chemicals and Chemicals of Concern unless communicated in writing to Buyer, and (j) are manufactured in compliance with the laws regarding human trafficking and slavery in the country or countries in which they are made. The foregoing warranties are in addition to all other warranties, expressed or implied, and shall survive delivery, inspection, acceptance and payment by Buyer. If Goods or Services delivered under the PO are resold to any customer or are to be incorporated into any end item to be delivered to customers, then customers are third party beneficiaries of Seller's warranties under this clause. If the Goods or Services are found not to meet the representations, warranties and guarantees specified, Buyer may, within its sole discretion, return such Goods or Services to Seller at Seller's expense, for correction, replacement, re-performance or credit plus transportation charges. Any Goods or Services corrected, replaced, or re-performed shall be subject to the provisions of this clause to the same extent as the Goods or Services initially furnished. The rights granted to Buyer under this clause are in addition to any rights or remedies provided elsewhere in the PO or in law or equity and shall not be deemed to be exclusive.

12. Intellectual Property: All ideas, information, data, documents, drawings, software, software documentation, designs, specifications, and processes produced by or for Seller, either alone or with others, in the course of or as a result of any work performed by or for Seller which is covered by the PO using funds paid for by Buyer under the PO shall be the exclusive property of Buyer and be delivered to Buyer promptly upon request. All inventions conceived, developed, or first produced by or for Seller, either alone or with others, in the course of or as a result of any work performed by or for Seller which is covered by the PO using funds paid for by Buyer under the PO, and any patents based on any such inventions (both domestic and foreign), shall be the exclusive property of Buyer. Seller shall promptly disclose all such inventions to Buyer in written detail, and execute all papers, cooperate with Buyer, and perform all acts necessary or appropriate in connection with the filing, prosecution, maintenance, or assignment of related patents or patent applications to Buyer. All works of authorship including but not limited to documents, drawings, software, software documentation, photographs, video tapes, sound recordings, and images, created by or for Seller, either alone or with others, in the course of or as a result of any work performed by or for Seller which is covered by the PO using funds paid for by Buyer under the PO, together with all copyrights subsisting therein, shall be the sole property of Buyer. To the extent permitted under United States copyright law, all such works shall be works made for hire, with the copyrights therein vesting in Buyer. The copyrights of all other such works, including all of the exclusive rights therein, shall be promptly transferred and formally assigned free of charge to Buyer.

13. Indemnification: Seller shall protect, defend, hold harmless and indemnify Buyer, its officers, directors, employees, parent(s), affiliates, agents, representatives, dealers, distributors and customers from and against any and all fines, penalties, lawsuits, claims, actions, liabilities, judgments, losses, damages, cost and expenses (including reasonable attorney fees and costs) arising out of, resulting from, or related to: (a) any breach of any of Seller's warranties, representations and guarantees under Clause 11 or elsewhere in the PO, (b) any product liability claims relating to the Goods or Services, (c) any personal injury and property damage caused by the Goods or Services provided or performed by Seller or Seller's employees or agents, whether such Goods or Services were provided or performed on the premises of Seller or Buyer or elsewhere, or (d) any alleged or actual infringement of any third party intellectual property rights, including but not limited to patents, copyrights, maskworks, trademarks and trade secrets, under the laws of any country by reason of the sale, manufacture, export or use of the Goods or Services in the business or operations of Buyer or any of Buyer's customers.

14. Confidential or Proprietary Information: All information obtained by Seller from Buyer related to the performance, acceptance or existence of the PO shall be received in confidence and shall remain the property of Buyer ("Proprietary Information"). Seller shall: (a) protect such Proprietary Information from disclosure to third parties with the same degree of care it exercises in protecting its own proprietary information, which shall not be less than reasonable care, and (b) use, copy and disclose such Proprietary Information only to the extent necessary for performance of the PO.

15. Changes: Buyer may at any time, by written change to the PO, suspend performance of the PO in whole or in part, make changes to the drawings, designs, specifications, method of shipment or packing applicable to the PO, reschedule the time or place of delivery of the Goods or Services, or require additional or diminished Goods or Services. Seller shall immediately perform the PO as changed. If any such change causes an increase or decrease in the cost of, or time required for performance of the PO, an equitable adjustment shall be made in the PO price or delivery dates, or both, if agreed to in writing by Buyer. Seller must assert its right to an adjustment under the clause within twenty (20) days from the date of Seller's receipt of the written change to the PO. No change to the PO will be binding on Buyer unless issued in writing and signed by authorized representatives of both parties; Buyer's engineering, technical or program management personnel are not authorized to change the Goods or Services ordered or any other provision of the PO.

16. Termination: (a) For Convenience: Buyer may terminate the PO for its convenience in whole or in part at any time by written notice to Seller. Immediately on receipt of such notice, Seller shall, and shall cause its suppliers and subcontractors to, cease work as specified in Buyer's written notice, place no further subcontracts or orders except as necessary to complete the non-terminated portion of the PO, and comply with instructions in Buyer's written notice and any subsequent written notices. Buyer shall reimburse Seller for Seller's actual and reasonable costs incurred up to the date of termination, other than those costs which supplier reasonably could have avoided, and pay Seller a reasonable profit on the work performed prior to such termination, not to exceed the aggregate price to be paid for the remaining Goods or Services. In no instance shall Buyer be obligated to pay Seller for Seller's anticipatory profits or unabsorbed overhead on those portions of the PO that are terminated. Nothing in the clause shall excuse Seller from proceeding with the non-terminated portion of the PO; or (b) For Default: Buyer may terminate the PO for default in whole or in part by written notice to Seller due to: (i) Seller's breach of, or failure to strictly comply with, any of the terms and conditions of the PO; (ii) Seller's failure to make progress so as to endanger performance of the PO; or (iii) Seller filing a petition of any type as to its bankruptcy, being declared bankrupt, becoming insolvent, making an assignment for the benefit of creditors or going into liquidation or receivership. Buyer's right to terminate the PO for default may be exercised if Seller does not cure its breach or failure within ten (10) days after receipt of notice from Buyer specifying the failure. Seller shall continue the work not terminated. On such termination for default, Buyer shall not be liable to Seller for any amount owed for the terminated portion of the PO. Seller shall be liable to Buyer for all damages, costs and expenses sustained due to the default plus any re-procurement charges, except Seller shall not be liable to Buyer for re-procurement charges if the cause of default is wholly beyond the control of and without the fault of Seller such as caused by acts of God, war or terrorism.

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17. Limitation of Liability: Buyer shall not be liable for any punitive, special, incidental or consequential damages of any kind (including but not limited to loss of profits, business revenues, and business interruption) under or arising out of the PO or its termination or cancellation, without regard to whether the claim under which such damages are sought is based upon breach of warranty, breach of contract, negligence, tort, strict liability, statute, regulation or any other legal theory or law.

18. Export Compliance: Seller represents and warrants that it shall comply with all U.S. export and import laws and regulations relating to the performance of the PO and any originating country's export and import regulations. Further, by acceptance of the PO, Seller certifies that they are and will remain registered in accordance with the U.S. Department of State as required by the International Traffic in Arms Regulations ("ITAR") (22 C.F.R. Parts 120-130), if required. Any controlled commodities, technical data or services provided by Buyer to Seller in connection with the PO, as well as any controlled commodities, technical data or services developed or produced therefrom by Seller may be subject to the requirements of the ITAR or the Export Administration Regulations (EAR), 15 C.F.R. Part 730, et seq.. Seller represents and warrants that none of the controlled documents, information or goods provided by Buyer will be exported, transferred or disclosed outside of the United States or to any foreign person as defined under the ITAR and the EAR, unless prior permission has been obtained from Buyer's representative and any necessary United States Government export license or other authorization has been obtained. Seller represents and warrants that it is not listed on any Excluded or Denied Party List of any agency of the US Government and shall immediately notify Buyer should this fact change. Seller shall indemnify and hold Buyer harmless for all claims, demands, damages, costs, fines, penalties, attorneys' fees, and all other expenses arising from Seller's failure to comply with the clause.

19. Seller's Compliance with Applicable Laws: Seller warrants and certifies it has complied with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, programs, plans and orders ("Laws") in its performance of the PO and that all Goods or Services delivered hereunder comply with all applicable Laws. Without limiting the foregoing, Seller warrants where applicable that it is in compliance with all federal, state and local laws pertaining to firearms, ammunition, and explosive materials, which include but are not limited to the Federal Gun Control Act (18 U.S.C. § 921 et. seq.; 27 C.F.R. Part 478), the National Firearms Act (26 U.S.C. § 5801 et. seq.; 27 C.F.R. Part 479) and Federal explosives law, as amended by the Safe Explosives Act (18 U.S.C § 841 et. seq.; 27 C.F.R. Part 555). Seller also warrants that it will accurately label products consistent with the requirements of 40 CFR Part 82 "Protection of Stratospheric Ozone; Labeling," as applicable. Seller further warrants and certifies that all Goods or Services supplied and the manufacture of the Goods or the performance of the Services are in compliance with all local, state, federal and originating country's environmental, health, safety, and occupational Laws, including but not limited to all applicable federal, state, local and originating country's labor and employment laws, regulations and executive orders including, in the US, Form I-9 requirements and use of E-Verify where applicable. Seller shall pay all wages due its employees and all related employment taxes, worker's compensation and unemployment insurance amounts. Seller agrees, at its expense, to repair, modify, replace, or re-perform any Goods or Services not in compliance with any Laws. Seller acknowledges that Buyer is an equal opportunity and affirmative action employer, and agrees that Seller will assign personnel without regard to race, color, creed, religion, sex, national origin, disability, age, status as a covered veteran, or any other legally protected characteristic. Seller and its subcontractors may be subject to the provisions of 41 C.F.R. §§ 60-1.40, 60-250.4 and 60-741.4 with respect to affirmative action requirements. Seller will defend and hold Buyer harmless for any loss, damages, or costs arising from or caused in any way by any actual or alleged violation of any Laws including any federal, state, or local law, statute, ordinance, rule, regulation, program, plan or order in Seller's performance of the PO.

20. Assignment and Subcontracting: Seller shall not assign the PO or any rights or obligations under the PO without the prior written consent of Buyer. Any prohibited assignment under the PO shall be null and void. None of the Goods or Services subject to the PO shall be acquired by Seller from a subcontractor or other third party in completed or substantially completed form without prior written consent of Buyer.

21. Controlling Law and Forum: Irrespective of the place of performance, the PO and all disputes arising hereunder or relating hereto shall be governed by and construed in accordance with the laws of the state shown on Buyer's address on the PO without regard for that state's conflicts of law provisions. The parties expressly reject the application of the United Nations Convention of Contracts for the International Sale of Goods to the PO. Any action at law, suit in equity, or judicial proceeding of any kind arising directly, indirectly, otherwise in connection with, out of, related to or from the PO or the relationship between the parties shall be litigated only in the state or federal courts located in the state and county shown on Buyer's address on the PO and the parties waive any right they may have to challenge the jurisdiction of the court or seek to bring any action in any other forum, whether originally or by transfer, removal, or change of venue. Buyer and Seller shall make every effort to avoid litigation through reasonable and diligent negotiations. In the event that litigation is pursued, the prevailing party shall be entitled to recover its reasonable costs and expenses relating thereto including without limitation its reasonable attorney's fees and costs.

22. Waivers/Approvals: No waiver, alteration, or modification of any of the provisions of the PO shall be binding on Buyer unless evidenced by a written amendment signed by an authorized representative of Buyer. Buyer's failure or delay to insist on performance of any of the terms and conditions herein or Buyer's failure or delay in the exercise of any right or privilege or Buyer's waiver of any breach hereunder shall not thereafter waive any other terms, conditions, rights, privileges, or breaches whether they are of the same or similar type.

23. Release of Information and Use of Name: Seller shall not make or authorize any news release, advertisement, or other disclosure which shall confirm or deny the existence of the PO without the prior written approval of Buyer, except as may be required to perform the PO. Seller shall not refer to Buyer, its subsidiaries, parent or affiliates in publication form without the prior written approval of Buyer. Seller shall not use, or allow to be used, Buyer's name, logo, or trademarks without the prior written approval of Buyer.

24. Hazardous Materials: Prior to shipment of any hazardous material or chemical (as determined by OSHA regulation at 29 CFR §1910.1200(d) or Federal Standard No. 313) onto Buyer's Premises as defined herein, Seller shall provide to Buyer one copy of OSHA Form 20 or 174, Safety Data Sheet or equivalent, for each such material or chemical. The form shall include the stock number or the material specification number as defined in the PO and all of the information required by 29 CFR § 1910.1200(g). The packaging, labeling, marking, handling, and shipping of all hazardous items must conform to all current federal, state, and local laws and regulations, including carrier regulations. In addition to the application of the proper shipping labels on the outside container, each individual container of hazardous items shall be marked with the appropriate precautionary label according to the Code of Federal Regulations and any applicable state or international regulation. Any failure to comply with the above submission requirement shall be grounds for withholding payments due Seller. In accordance with Public Law 102-484, Seller shall not use or allow others to use a Class I ozone-depleting substance in the performance of the PO unless such use is specifically authorized in writing by Buyer. On Buyer's Premises, Seller shall use reasonable efforts to reduce the generation and discharge of hazardous waste. Hazardous waste generated on Buyer's Premises in the performance of the PO will be accepted by Buyer, who will arrange for and pay for disposal, unless otherwise provided for in the PO. The hazardous waste is to be correctly identified and delivered to defined sites during regular business hours. Seller is expressly prohibited from taking any hazardous waste off of Buyer's Premises without specific written direction. Nothing contained in the clause shall relieve Seller from complying with applicable federal, state, and local laws, codes, ordinances, and regulations' in connection with hazardous material/hazardous waste.

25. Insurance: Seller shall maintain in force at its expense from an insurer acceptable to Buyer comprehensive commercial liability/products liability insurance covering claims for bodily injury and property damage in the amount of no less than \$3,000,000 per occurrence unless Buyer provides written notice that such insurance is not necessary. Certain Goods or Services may require higher liability limits which shall be communicated to Seller. Buyer shall be endorsed as an additional insured under Seller's policy and shall provide proof of insurance upon Buyer's request.

26. Liens: Seller agrees that no liens, security interests, encumbrances or property rights of any kind ("Liens") shall lie or attach upon or against the Goods, Buyer Property or any part thereof, for or on account of any work performed, provided, or

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service furnished by Seller pursuant to the PO. If any Liens are asserted against the Goods or Buyer Property, or any part thereof, Buyer shall have the right to discharge the same by filing a bond or security, or in its discretion, by paying the amount of such claim, and in such event, Buyer shall have the right to deduct from the price the amount thus paid. If the total price has been paid, Seller shall repay to Buyer, upon demand, the amount thus paid by Buyer for the purpose of discharging such claim, plus all administrative and legal expenses incurred by Buyer.

27. Work on Buyer's Premises--Insurance. In the event Seller, its agents, subcontractors and/or employees are required to perform the PO or any part thereof on Buyer's premises (any premise owned, leased, occupied or under the control of Buyer, "Buyer's Premises"), Seller shall secure and keep in force during the term of the PO the following insurance: (1) Worker's Compensation Insurance meeting all statutory requirements in the state where work will be performed, coverage to include where applicable employer's liability insurance of not less than \$1,000,000, or else an equivalent "stop gap" endorsement to Seller's commercial general liability insurance; (2) Commercial General Liability with minimum liability of \$5,000,000 per occurrence; (3) if vehicles will be on premises, Comprehensive Automobile Liability Insurance covering Owned, Hired and Non-Owned automobiles with minimum liability limits of \$1,000,000 per occurrence; (4) for Services, errors and omissions or professional liability insurance covering the scope of Seller's Services with minimum liability limits of \$5,000,000 per claim or occurrence; (5) Commercial Crime Insurance, including employee dishonesty coverage, and if applicable, computer crime and wire transfer coverage, with minimum liability limits of \$1,000,000 per occurrence, coverage to apply to loss or damage incurred by Buyer caused by Seller's employees; (6) if environmental remediation is to be performed, Environmental Impairment Liability or Pollution Liability Insurance with minimum liability limits of \$5,000,000 per occurrence; and (7) if warehouse management services are provided, Warehouse Liability Insurance with minimum liability limits of \$5,000,000 per occurrence. Where applicable, the above policies shall include Buyer as an additional insured with respect to any claims arising out of, resulting from, or in consequence of the performance of work under the PO while on Buyer's Premises. Seller's policies shall contain a full waiver of subrogation and will be primary to all coverages of Buyer. Upon request, Seller shall provide certificates of insurance which are subject to approval by Buyer. If self-insured, Seller will be required to furnish evidence that it has been qualified by the appropriate State Insurance Department in place of furnishing a certificate of insurance. Failure on the part of Seller to furnish a certificate of insurance upon request or failure to continue to maintain such insurance during the performance of the PO shall be cause for Seller to be declared in default. Limits required may be met by any combination of primary and excess coverage.

28. Work on Buyer's Premises--Seller's Employees: It is understood that Seller and Seller's employees are not employees of Buyer and are not entitled to any Buyer employee benefits or privileges; however, all Seller employees shall be subject to the applicable rules and regulations governing Buyer employees while on Buyer's Premises. Seller shall require that each of its employees engaged in work on Buyer's Premises to display such identification as may be approved and directed by Buyer.

29. Work on Buyer's Premises--Improper Items: Seller's personnel, including contracted delivery personnel, may not bring firearms, matches, lighters, cameras, alcohol, illegal drugs, or unauthorized passengers into Buyer's Premises. If deliveries are to be made to other than the receiving dock, delivery personnel may be required to obtain a visitor badge at the main lobby and may also require an escort.

30. Work on Buyer's Premises—Hold Harmless: In the event Seller, its agents, and/or employees are required to perform the PO or any part thereof on Buyer's Premises, Seller agrees to hold harmless and defend Buyer from and against any and all claims, demands, actions, debts, liabilities, judgments, costs, and attorney's fees arising out of claims on account of, or in any manner predicated upon loss of, or damage to the property of, the injuries to, or the death of, any or all persons whatsoever, in any manner caused or contributed to by Seller, its agents or employees while in, upon, or about Buyer's Premises, and to indemnify and hold Buyer harmless, from and on account of damages of any kind which Buyer may suffer as a result of the acts of any of

Seller's agents or employees in or about the area involved. Buyer reserves the right to participate in the defense of any such claims, demands and actions.

31. Work on Buyer's Premises--Illegal Drugs or Alcohol: Seller shall comply with the Drug Free Workplace Act of 1986. Seller agrees to advise its employees and the employees of its subcontractors and agents that: (1) it is the policy of Buyer that the use, possession, sale, transfer, or purchase of illegal or unauthorized prescription drugs or alcohol on Buyer's Premises is prohibited; (2) entry onto Buyer's Premises constitutes consent to an inspection of the person and the person's personal effects, including testing for illegal or unauthorized prescription drugs or alcohol when entering, on, or leaving Buyer's Premises; and (3) any person who is found in violation of the policy, or who refuses to permit or submit to an inspection or test may be removed and barred from Buyer's Premises at the discretion of Buyer. Seller's employees must be certified as drug-free and will be subject to post-incident, reasonable-suspicion, and, at some Buyer locations, random screening tests.

32. Work on Buyer's Premises--Safety Reporting: Any accident, incident or exposure resulting in a fatality, lost time occupational injury, occupational disease, contamination or damage of property or parts thereof which may affect the performance of the PO shall be reported immediately to Buyer's safety personnel.

33. Work on Buyer's Premises—Conduct: While on Buyer's Premises Seller and its employees are subject to the applicable rules and regulations governing Buyer's visitors and contractors, including but not limited to Buyer's Anti-Harassment and Offensive Behavior Policy and Buyer's Code of Business Ethics, which can be obtained from Buyer. Seller and its employees agree to abide by same at all times.

34. General: All remedies under the PO are cumulative and in addition to any other remedies at law or in equity. The official version of the PO shall be the English language version. Any invalidity, in whole or in part, of any provision of the PO shall not affect the validity of any of its other provisions. The PO constitutes the final, complete and entire agreement between the parties and supersedes all prior or contemporaneous negotiations, discussions, communications, course of dealing, usage of trade, representations, or agreements, written or oral, regarding the subject matter of the PO. No agreement or understanding varying, contradicting or extending the terms and conditions of the PO shall be binding unless in writing signed by duly authorized representatives of both parties.

35. Additional Flowdown Clauses: Buyer may use Goods purchased under the PO for fulfillment of a U.S. Government contract. The following clauses of the Federal Acquisition Regulations (FAR) are hereby incorporated by reference as if fully set forth in the PO to the extent applicable, even if the Goods are commercial items. The full text of the FAR clauses can be found at <https://acquisition.gov/far/index.html>:

- 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
- 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS
- 52.222-26 EQUAL OPPORTUNITY
- 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
- 52.222-50 COMBATING TRAFFICKING IN PERSONS
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS
- 52.247-64 PREFERENCE FOR PRIVATELY-OWNED U.S. FLAG COMMERCIAL VESSELS