

TERMS AND CONDITIONS 8M00631511.

1. **ACCEPTANCE AND TERMS AND CONDITIONS:** Seller agrees to be bound by, and comply with the terms and conditions of this Purchase Order (P.O.), including any supplements, all specifications and other documents referred to in this P.O. This Purchase Order imposes upon the Seller all requirements set forth in Purchaser's Supplier Guidelines and Requirements Manual, as amended from time to time. Compliance with these requirements is necessary for compliance with the terms of this P.O. Performance of the work called for by this P.O. shall be deemed acceptance of this P.O. This P.O. does not constitute an acceptance by Purchaser of any offer to sell, any quotation, or any proposal. Reference in this P.O. to any such offer to sell, quotation, or any proposal shall in no way constitute a modification of any of the terms and conditions of this P.O. Except as otherwise specifically agreed to in writing by Purchaser, Purchaser hereby objects to and rejects any attempted acknowledgment or order acceptance containing terms or conditions inconsistent with or in addition to terms and conditions of this P.O., whether or not materially different therefrom, and such inconsistent or additional terms shall not be binding upon Purchaser.

2. **INSPECTION AND REJECTION:** All goods covered by this P.O. shall be received subject to Purchaser's right of inspection and rejection. Such right shall be extended to Purchaser's customer (including the U.S. Federal Government, if applicable). Payment for goods delivered hereunder shall not constitute acceptance thereof, and all payments against documents shall be made with a reservation of rights by Purchaser for defects, including, without limitation, defects apparent on the face thereof. Seller shall provide and maintain inspection and process control systems acceptable to Purchaser for production of goods covered hereby. Records of all inspection work by Seller shall be kept complete and available during the performance of this P.O. or for such longer period, as may be specified. When goods are made to Purchaser's specifications, Purchaser may inspect such goods at the place of manufacture during production without waiving its right to subsequently reject or revoke acceptance of such goods for undiscovered or latent defects. Seller, at its expense, shall furnish, or cause to be furnished, facilities and assistance reasonably necessary to ensure the safety and convenience of each inspection. Failure to inspect and accept or reject goods shall not relieve Seller from any responsibilities hereunder. If any of the goods ordered hereunder are found at any time to not conform with the requirements of this P.O., including any applicable samples, drawings or specifications, or to be defective in any design, workmanship or materials, Purchaser may require Seller to inspect goods and remove and replace nonconforming goods with goods that conform to this P.O. Purchaser may also elect to inspect and sort goods if Seller fails to timely inspect, remove and replace goods, and charge Seller for cost of inspection. The rights granted to Purchaser in this paragraph are in addition to any other rights Purchaser may have, by application of law, or otherwise.

3. **CHANGES:** Purchaser may at any time, by confirmation in writing, make changes within the general scope of this P.O.

4. **PRICE WARRANTY:** Seller warrants that the prices for the goods delivered or sold hereunder are not less favorable than those currently extended to any other customer of Seller for the same or similar goods in similar quantities. If Seller reduces its price for such goods prior to final delivery of goods, Seller shall reduce the price(s) in this P.O. in a corresponding manner.

5. **DELIVERY:** Shipments shall be made in the quantities and at the times specified in this P.O. If this P.O. is identified as a blanket P.O. or if no time for delivery is specified, the time for delivery shall be at

the times and in the amount requested in a release or delivery schedule furnished by Purchaser. Unless otherwise stated herein, time is of the essence. Without written approval of Purchaser, commencement of production by Seller of any item more than (30) days prior to such scheduled delivery date will be conclusively presumed by Purchaser as unreasonably or unnecessarily anticipated by Seller. In the event this order is terminated in whole or in part for any reason, Purchaser shall have no obligation to pay Seller, under Paragraph 13 hereof or otherwise, the purchase price of, or any costs of production for, any items which were produced in unreasonable or unnecessary anticipation of delivery date. In addition to Purchaser's other remedies, and without liability, Purchaser reserves the right (i) to refuse and to return at Seller's risk and expense, including, without limitation, warehouse or other storage costs and extra handling costs, shipments made in excess of quantities ordered and shipments made before or after the time or times specified in this P.O. or in supplementary schedules furnished by Purchaser, and (ii) if delivery is not made in the quantities and/or by the time or times specified, to take either or both of the following actions: (a) terminate this contract without liability by notice effective when received by Seller and to purchase elsewhere and charge Seller with any resultant loss, including, without limitation, consequential or incidental damages, unless deferred shipment has been authorized, or (b) direct Seller to make expedited routings of goods, and the difference in cost between any such expedited routing and the P.O. routing costs shall be paid by Seller. Seller shall not, however, be liable for delays or defaults in deliveries due to causes beyond its control and without its fault or negligence. If at any time Seller has reason to believe deliveries will not be made as scheduled it shall immediately give Purchaser verbal notice of the causes of the delay and its expectation as to when delivery will be made. Such verbal notice shall be confirmed within 7 days by written notice from Seller.

6. TRANSPORTATION: Unless otherwise stipulated on the face of this P.O., goods covered by this P.O. shall be shipped "FCA" (as defined by Incoterms 2000) Seller's Plant. However, title to said goods shall pass to Purchaser upon the completion of unloading of the goods at the destination specified for any delivery, and Seller shall bear the risk of loss of goods while in the possession of the carrier. No charges for unauthorized transportation will be allowed. Seller shall prepay any unauthorized shipment which will result in excess transportation charges. [Seller shall not declare any values on such material shipped via FedEx, United Parcel Service, Rail Express, Air Express, Air Freight or Parcel Post.] [Seller shall release rail or truck shipments at the lowest released valuation permitted in the governing tariff or classification.]

7. WARRANTIES: Seller expressly warrants that goods and services covered by this P.O. will: (a) conform to any and all specifications, drawings, plans, instructions, samples or other descriptions, whether express or implied, whether furnished by Purchaser or by Seller; (b) be fit and sufficient for the purpose(s) for which they were manufactured and sold, and if Seller knows of or has reason to know of any particular purpose for which Purchaser intends to use such goods, the goods will be fit for such particular purpose; (c) be new and merchantable; (d) be of good material and workmanship and free from defects, whether latent or patent; and (e) be free from any claim of any nature by any third person, and Seller will convey clear title thereto. The foregoing warranties shall survive Purchaser's inspection, acceptance and use of goods. Seller hereby extends to Purchaser any and all warranties received from Seller's Suppliers and agrees to enforce such warranties on Purchaser's behalf. All Seller's warranties shall run to Purchaser, its successors, assigns, customers and users of products sold by Purchaser. Seller agrees promptly to correct defects in any goods not conforming to the foregoing warranties, or to replace such goods, without expense to Purchaser, when notified by Purchaser. In the event of Seller's failure to correct or replace such defective or nonconforming

goods, Purchaser may, after reasonable notice to Seller, make such correction or replacement at Seller's expense. The foregoing warranties and remedies shall be in addition to any warranties and remedies herein or otherwise provided by Seller to Purchaser or provided by law. In addition to the foregoing, Seller shall indemnify and hold Purchaser harmless from and against all damages, claims, liabilities, and expenses (including court costs and attorney's fees) arising from, relating to or resulting in any way from a breach of any warranty, whether express or implied, or from any act or omission of Seller, its officers, agents, employees or subcontractors.

8. FOR WORK ON PURCHASER'S OR ITS CUSTOMER'S PREMISES: If Seller's work under the P.O. involves operations by Seller on the premises of Purchaser, Seller shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such work and shall indemnify Purchaser against all loss which may result in any way from any act or omission of the Seller, its agents, employees, or subcontractors, and Seller shall maintain Public Liability Property Damage and Employee's Liability and Compensation Insurance as will, in Purchaser's sole judgment, protect Purchaser from said risks and from any claims under any applicable Worker's Compensation and Occupational Disease Acts. Seller will provide certificates of insurance evidencing appropriate insurance promptly upon the request of the Purchaser.

9. PURCHASER'S PROPERTY: Unless otherwise agreed in writing, all tools, equipment or material furnished to Seller by Purchaser or specially paid for by Purchaser, and any replacement thereof, or any materials affixed or attached thereto, shall be the property of Purchaser. Such property, and whenever practical, each individual item thereof, shall be plainly marked or otherwise adequately identified by Seller as "Property of Attwood" and shall be safely stored separate from Seller's property. Seller shall not substitute any property for Purchaser's property and shall not use such property except in filling Purchaser's orders. While in Seller's custody or control such property shall be held at Seller's risk, shall be kept insured by Seller at Seller's expense in an amount equal to the replacement cost with loss payable to Purchaser, and shall be subject to removal at Purchaser's written request, in which event Seller shall prepare such property for shipment and shall redeliver to Purchaser in the same condition as originally received by Seller, reasonable wear and tear excepted, all at Seller's expense.

10. CONFIDENTIAL OR PROPRIETARY INFORMATION: Any knowledge or information which Seller shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the goods or services covered by this P.O. and Purchaser's Quality Procurement Specification, shall not, unless otherwise specifically agreed to in writing by the Purchaser, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions (other than a claim for patent infringement), as part of the consideration of this P.O.

11. INFORMATION: Seller shall keep confidential any technical, process or economic information derived from drawings, specifications and other data furnished by Purchaser in connection with this P.O. and shall not divulge, export, or use, directly or indirectly, such information for the benefit of any other party without obtaining Purchaser's written consent. Except as required for the efficient performance of this P.O., Seller shall not make copies or permit copies to be made of such drawings, specifications, or other data without prior written consent of Purchaser.

12. INTELLECTUAL PROPERTY: In consideration of Purchaser buying goods or services from Seller, Seller agrees to hold harmless and indemnify Purchaser, its officers, agents, successors, assigns, and customers against and from any and all claims, demands, losses, costs, damages, suits, judgments,

penalties, expenses and liabilities of any kind or nature whatsoever, including reasonable attorneys' fees that may be incurred arising directly or indirectly out of or in connection with the possession, use, reuse, sale, or resale of said goods or services, including actual or alleged infringement of intellectual property rights, including invention rights, pending applications, patents, trademarks, copyrights, trade names trade dress, trade secrets, right of privacy, and right of publicity, and Seller agrees to defend same if requested by Purchaser. Seller warrants and acknowledges Purchaser's reliance hereon, that Seller has good and lawful title to all goods and services supplied by Seller to Purchaser, and that Seller conveys same free of encumbrance, including infringement of any known intellectual property rights, or if covered by intellectual property rights of Seller, and in consideration of Purchaser buying goods from Seller, Seller covenants to not sue Purchaser for infringement of said intellectual property rights of Seller, subject to exceptions made in writing by Seller to Purchaser within (30) days hereof and specifically listing each excepted right.

13. TERMINATION: [Purchaser may terminate all or part of this P.O. at any time by providing written notice to Seller.]

13A. CANCELLATION WITH CAUSE: Purchaser shall have the right to cancel this P.O. partially or entirely upon any of the following events: (a) Seller's failure to provide goods conforming to the warranties provided herein or by law; (b) Seller's failure to make deliveries as specified in this P.O. or as specified in Purchaser's supplemental schedules; (c) Seller's failure to comply with any other terms or conditions of this P.O.; (d) Seller's insolvency; (e) Seller's filing of a voluntary petition in bankruptcy; (f) the filing of an involuntary petition to have Seller declared bankrupt, provided it is not vacated within 30 days from the date of filing; (g) the appointment of a receiver or trustee for Seller, provided such appointment is not vacated within 30 days from the date of such appointment; or (h) the execution by Seller of an assignment for the benefit of creditors. In the event of any such cancellation, Purchaser, without prejudice to other legal or equitable remedies available to it, shall have the right; (i) to refuse to accept delivery of any and all goods covered by this P.O.; (ii) to return to Seller any and all goods already accepted and to recover from Seller all payments made for such goods (and for freight, storage, handling and other expenses occurred by Purchaser in connection therewith); (iii) to recover any advance payments to Seller for undelivered or returned goods, and (iv) to purchase elsewhere and charge Seller with any resultant losses, including, without limitation, consequential or incidental damages.

13B. CANCELLATION WITHOUT CAUSE AND SUSPENSION: Purchaser may terminate this P.O. in whole or in part, by written notice of termination, whereupon Seller will terminate all work started under the P.O. Seller will promptly advise Purchaser of quantities of applicable work and material on hand or purchased prior to termination, and the most favorable disposition that Seller can make thereof. Seller will comply with Purchaser's instructions regarding the disposition of such work and material. Within 90 days after receipt of notice of termination, Seller will submit all claims relating thereto. Purchaser will have the right to check claims at any reasonable time by inspecting and auditing records, facilities, work or materials of Seller relating to this P.O. Purchaser will pay Seller the P.O. price of finished work and the cost to Seller (excluding profit or losses) of work in process and any raw material, based on any audit Purchaser may conduct, and generally accepted accounting principles; less, (i) the reasonable value or cost (whichever is higher) of any items used or sold by Seller without Purchaser's consent; (ii) the agreed value of any items used or sold by Seller with Purchaser's consent; and (iii) the value of any defective, damaged or destroyed work or material. Purchaser will make no payments for finished work, work in process, or raw material fabricated or procured by Seller in excess of

Purchaser's written releases. Payment made under this clause will constitute Purchaser's only liability in the event this P.O. is terminated as provided herein. Seller's acceptance of such payment will constitute an acknowledgment that Purchaser has fully discharged such liability. In addition to all rights and remedies conferred on the Purchaser hereunder, Purchaser shall have all of the rights and remedies provided by the Uniform Commercial Code.

14. PUBLICATION: Without Purchaser's prior written permission, Seller shall not advertise or publish the fact that Purchaser has contracted to purchase goods or services from Seller, disclose information relating to the P.O., or use the name of Purchaser or its customers in advertising or other publications.

15. NON ASSIGNMENT: Assignment of this P.O. (by any means, including by operation of law) or any interest therein, or any payment due or to become due hereunder, without the written consent of the Purchaser, shall be void.

16. COMPLIANCE WITH LAWS: Seller agrees to comply with applicable provisions of any federal, state, or local laws or ordinance, and all orders, rules, and regulations issued thereunder and any provisions, representations or agreements, or contractual clauses required thereby to be included or incorporated by reference or by operation of law herein resulting from acceptance of this P.O. Seller acknowledges and agrees that its responsibility for compliance with laws includes, but is not limited to, compliance with all applicable environmental laws, rules, regulations and ordinances. Delivery of goods under this P.O. will constitute certification by Seller that such goods comply with all applicable federal and state packaging and labeling laws. Seller certifies that with respect to orders which exceed \$10,000 it is in compliance with the requirements for non-segregated facilities as set forth in 41CFR 60 1.8. Seller warrants that each chemical substance constituting or contained in goods sold or otherwise transferred to Purchaser hereunder is on the list of chemical substances compiled and published by the Environmental Protection Agency pursuant to the Toxic Substances Control Act. Seller certifies and warrants that the goods supplied hereunder are in compliance with the applicable laws, rules and regulations administered by the Consumer Product Safety Commission, the Food and Drug Administration, the Federal Communications Commission, the Environmental Protection Agency, and those related to slavery and human trafficking. Seller hereby certifies that it and its products comply with, and will continue to comply with, all laws regarding slavery and human trafficking of the country or countries in which it does business. Purchaser shall have the right to audit Seller's (and Seller's products') compliance with all applicable laws, rules, regulations, and ordinances and/or request certifications of compliance with the same, on a periodic basis. In accepting this P.O., Seller represents that the goods to be furnished hereunder were or will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, including Section 12(a) and Seller certifies to that effect for all services or products rendered in connection with this P.O.

17. BLANKET PURCHASE ORDER: If this P.O. is identified on the face hereof as a blanket order, it is issued to cover such portion of the Purchaser's goods or services listed on the face hereof as Purchaser may elect to purchase from time to time from Seller, unless expressly provided otherwise on the face hereof. If Purchaser elects to purchase from Seller, an authorized representative of Purchaser will request orally or in writing that Seller make specific deliveries (or shipments) only in the quantities and at times specified by the authorized representative. Under no circumstances shall Purchaser be under any obligation to Seller for goods or services not specifically covered by a request of an authorized representative of Purchaser.

18. INDEMNITY: Seller agrees to indemnify and hold harmless Purchaser, its directors, officers, employees, successors, assigns, customers, and users of Purchaser's products from and against any and all damages (including consequential, incidental, and punitive damages) claims liabilities, losses, costs and expenses (including, without limitation, court costs and reasonable attorneys' fees) arising out of or relating to or resulting in any way from (a) any actual or alleged death of or injury to any person, damage to any property or any other damage or loss that results, or is claimed to result, in whole or in part, from any actual or alleged (i) defects, whether latent or patent, in the goods sold to Purchaser hereunder, including without limitation actual or alleged improper construction or design; (ii) breach of any express or implied warranty; or (iii) violation by such goods, or their manufacture, possession, use or sale, of any law, statute or ordinance or any governmental or administrative order, rule or regulation, (b) any breach of the covenants and agreements contained in this P.O., including, without limitation, the covenants and agreements contained in Section 12, or (c) any act or omission of Seller, its directors, officers, employees, agents, or subcontractors. Seller agrees to comply with Purchaser's insurance conditions as revised from time to time and submit evidence of such insurance. Such insurance shall include, but not be limited to: Comprehensive General Liability insurance, including contractual and products liability. There shall be minimum limits of \$1,000,000/\$3,000,000 for bodily injury and \$500,000 property damage. The certificates must specifically mention that contractual and products liability is provided and must contain a clause covering Seller's assumption of liability. Seller agrees to supply (if needed) automobile liability insurance covering owned, non-owned, and hired vehicles.

19. SHIPPING AND PACKING: All items ordered shall be suitably packed and marked for shipping. Purchaser shall not be charged for any packing, marking or boxing not separately itemized hereon. Seller shall be liable to Purchaser for any loss or damage resulting from Seller's failure to provide adequate protection during shipment. Purchaser and Seller shall assist each other, including the procuring of documents or information, in filing and/or prosecuting any claims against carriers or others arising out of such shipment.

20. INVOICES: P.O. number, item number, and Supplier code must appear on all shipping documents, invoices, quality certifications, if any, and packing sheets. Invoices (except dating) are paid less cash discount indicated on the face hereof. Taxes, if any, must be separately itemized. Seller must include on the first production invoice a statement detailing the value of any assist provided, and the method of payment of such assist. Seller must also include a statement on each invoice detailing any antidumping/countervailing duties which are due on the merchandise being imported, in the event that such duties are due, and supply all information necessary to make a determination as to whether such duties are due.

21. IMPORT/EXPORT DOCUMENTATION – ALL SUPPLIERS: Seller shall comply with Purchaser's reasonable requests for information or assistance necessary to secure prompt and effective exportation or importation of the Products and to substantiate Purchaser's claim to any applicable drawback or refund. Seller shall execute and deliver to Purchaser any reasonably requested documents (including, but not limited to NAFTA Certificates, Country of Origin certificates, the name and address of manufacture, accurate and timely information for Importer Security Filing ("ISF"), and, if wood packaging is used in shipment, a written attestation that the Seller is ISPM15 compliant). In the event that Seller provides inaccurate or untimely information for the ISF, Seller shall immediately reimburse Purchaser for any resulting fines or penalties. Seller shall take any other reasonably requested action that may be required to secure the exportation or importation of the products. If any

tax or duty is included or added to the price of the Products paid by Purchaser, then, all rights to drawback (as defined in 19 CFR 191.2(i)) or refunds of taxes or duties paid by Seller with respect to the products (or material or components thereof) shall belong to and shall remain with Purchaser, and Seller hereby assigns such rights to Purchaser.

22. LACEY ACT REQUIREMENTS - FOREIGN SUPPLIERS: Seller shall supply the scientific name, country of harvest, and quantity of any tree or plant used in product applicable to United States Lacey Act requirements. All applicable information must be communicated to Purchaser in the form of a Lacey Act Declaration.

24. SECURITY - ALL SUPPLIERS: Seller accepts responsibility for factory and container security until such time as the container/merchandise is delivered to the ocean terminal, authorized yard, or consolidation point. Supplier will immediately report container seal changes and reason for changes to the Purchaser on this P.O.

25. COUNTRY OF ORIGIN-ALL SUPPLIERS: Seller is required to provide Purchaser with an accurate Certificate of Origin specifying the country of origin, and including Seller's name, Purchaser's part number(s), part description(s), Harmonized Tariff Schedule number(s), and any other information that is reasonably required for Customs compliance upon any and all requests. Seller accepts financial liability for Purchaser's expenses which result from an inaccurate Certificate of Origin.

26. NAFTA- (U.S., CANADA AND MEXICO) SUPPLIERS: Prior to the first shipment of product, Seller shall provide Purchaser with a valid, accurately completed North American Free Trade Agreement (NAFTA) Certificate of Origin (Form 434) for all goods that qualify for preferential duty treatment under NAFTA. Certificates must be completed with entries in every block in accordance to the instructions supplied with Form 434. Seller shall notify Purchaser in writing of any changes that might result in the goods being ineligible for preferential treatment under NAFTA. Seller recognizes that the Certificate will be used by Purchaser as proof of eligibility for duty preferential treatment. Seller accepts financial liability for Purchaser's expenses.

27. EXPORT COMPLIANCE (ALL SUPPLIERS): The Seller acknowledges and understands that select parts ordered may be components, finished goods and/or technology or technical data subject to control under the export laws and regulations of the United States. As the viewing of and/or access to such items by individuals other than U.S. citizens or permanent resident aliens is restricted under those laws and regulations, the Seller agrees that it will notify Purchaser if the item Purchaser is purchasing has any export restrictions.

28. FREQUENCY OF SUBMITTAL: Subsequent to the initial submittal, if any change occurs in the country of origin of products provided under this Agreement, Seller must submit a revised Certificate of Origin. At Seller's option, if origin changes frequently, Seller may provide a new Certificate of Origin with each shipment of product. Seller also agrees to provide a new Certificate of Origin when requested by the Purchaser.

29. HAZARDOUS MATERIAL: Seller certifies it is in compliance with any federal, state, provincial laws. Seller must provide a copy of the Material Safety Data Sheet (MSDS) with each shipment or as otherwise specified on an Order.

30. USE OF CUSTOMER'S EQUIPMENT: Seller guarantees that any individual that operates Purchaser's equipment, whether employed directly or through a subcontractor, will possess the

necessary qualifications prior to use of equipment, including necessary licenses. Purchaser disclaims liability for damages arising out of or in any way connected with Seller's use of Purchaser's equipment and/or property. Seller agrees to use any and all of Purchaser's equipment in accordance with safety regulations outlined by OSHA. Seller must request permission to use Purchaser's equipment prior to use.

31. NON-DISCRIMINATION AND AFFIRMATIVE ACTION – Purchaser is an equal opportunity and affirmative action employer. Seller agrees that in providing all materials or services hereunder it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, or because he or she is a protected veteran. Without in any way limiting the generality of the foregoing, if this order relates to a government contract, Seller expressly represents and warrants, in addition to the foregoing, that it has complied with, and will continue to comply with, all state and federal rules, regulations, orders and/or guidelines concerning federal contract compliance programs, non-discrimination and equal employment opportunity set forth in Title 41 Chapters 60 and 61 of the Code of Federal Regulations and equivalents. The Equal Opportunity Clause set forth in 41 CFR 60-1.4(a) (for women and minorities), and the provisions of 41 CFR 61-300.10 (veterans' employment reports) and 29 CFR Part 471, Appendix A to Subpart A (posting notice of employee rights) are incorporated by reference as terms and conditions of this order and are binding on Seller (unless exempt). Seller also may be required to prepare written affirmative action programs as set forth at 41 CFR 60-2.1 and/or otherwise comply with the regulations at 41 CFR Part 60.

Seller shall also abide by the requirements of 41 CFR 60-300.5(a) (for veterans), and 41 CFR 60-741.5(a) (for individuals with disabilities). These regulations prohibit discrimination against qualified protected veterans and individuals on the basis of disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

32. PRIVACY STATEMENT – Purchaser will use personal data which Seller has provided to respond to requests for inquiries or in connection with this order. Seller may contact Purchaser at any time to request updates or amendments to such personal data. For additional information on Purchaser's privacy practices, please review Purchaser's policy available at www.brunswick.com.

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