

Please review Con-Tech Manufacturing, Inc.'s Vendor Terms & Conditions. These terms and conditions, along with the Purchase Order, contain the entire agreement between the parties pertaining to the purchase by Con-Tech Manufacturing, Inc. Please contact Con-Tech Manufacturing, Inc., hereinafter referred to as Con-Tech, with questions or for further information.

### 1.1 Agreement

The Purchase Order shall be acknowledged by the Vendor upon receipt. Acknowledgment will constitute as acceptance of the Purchase Order and Con-Tech's Vendor Terms & Conditions. Vendor shall be bound by the purchase order when (1) Vendor provides written acknowledgment of the Purchase Order (2) Vendor otherwise communicates to Con-Tech in writing its acceptance of the Purchase Order, or (3) Vendor delivers to Con-Tech any of the goods or renders any of the services identified in the Purchase Order. Any additional or different terms proposed by the Vendor not stated in the Purchase Order or the Vendor Terms & Conditions are rejected unless otherwise accepted in writing by Con-Tech. No contract shall exist between the Vendor and Con-Tech except as provided in the Purchase Order.

### 1.2 Price

Prices stated on the Purchase Order shall apply to all deliveries to be made or services to be rendered. Con-Tech shall have no obligation to pay invoices for goods and services at an increased price unless such changes have been consented to in writing by Con-Tech.

### 1.3 Terms of Payment

Invoices shall be dated no earlier than the date of shipment or delivery of goods or services. Con-Tech prints checks on the 10th and 24th days of the month for the previous month's invoices. The discount period begins upon receipt of invoice, required delivery date, or date any applicable discrepancy is resolved, whichever date is later.

### 1.4 Invoices

Con-Tech is to receive invoices within 5 business days of the invoice date. All invoices should be emailed to [invoice@ctmmixers.com](mailto:invoice@ctmmixers.com) for prompt processing. Vendor agrees to issue invoices referencing the Purchase Order number, line number (where applicable), Con-Tech item number, description, sizes, quantities, unit prices, and totals. Invoices that do not reference a Con-Tech Purchase Order must include a Con-Tech contact name or department. Invoices not referencing or using an invalid Purchase Order number, Con-Tech contact or department name, will be rejected. Invoices cannot list multiple Purchase Order numbers; only one Purchase Order per invoice. Invoices with multiple Purchase Order numbers or references will be rejected.

### 1.5 Inspection and Acceptance

Unless otherwise provided in the Purchase Order, final inspection and acceptance of goods shall be made promptly as practical after delivery. Each shipment must include documentation referencing the Purchase Order number. Any shipments received without documentation providing the Purchase Order will be rejected. In the event that any goods received are defective in design, materiality, or otherwise not in conformity with the requirements agreed upon in the Purchase Order or writing, Con-Tech shall have the right to (1) reject the goods and terminate the Purchase Order for default of the received goods, (2) reject the goods and require correction from the Vendor, (3) reject the goods and return to the Vendor at the Vendor's expense, (4) accept the goods and deduct from the amount due to the Vendor the greater of (a) damages incurred by Con-Tech as a result of the defect or non-conformity in questions or (b) the difference between the value of the goods delivered and the purchase price under the Purchase Order.

### 1.6 Cancellation

Con-Tech may terminate the Purchase Order for its convenience, in whole or in part, at any time prior to shipment by written or electronic notice to Vendor. Vendor shall promptly comply with the directions contained in such notice and shall, as required, (1) take action necessary to terminate the work as provided in the notice, minimizing costs and liabilities for the terminated work, and (2) continue the performance of any part of the work not terminated by Con-Tech. Con-Tech may terminate for default all or any part of the undelivered Purchase Order if the Vendor (1) does not make timely delivery of the goods or services as specified in the Purchase Order or (2) breaches any of the terms and conditions of the Purchase Order or Vendor Terms & Conditions.

### 1.7 Confidentiality

All information disclosed by Con-Tech to the Vendor in connection with the negotiation, execution and performance of the Purchase Order shall be considered

confidential to Con-Tech. Confidential Information includes, but is not limited to: (1) technical information (including, but not limited to, designs, blueprints, specifications and engineering data); and (2) business information relating to Con-Tech (including, but not limited to, the existence, terms and conditions, the intended use of the goods and services, the business plans and information relating to customers of Con-Tech, and so forth). Vendor shall: (1) hold all Confidential Information in strict confidence; (2) take all necessary and appropriate precautions to maintain the confidentiality of the Confidential Information; and (3) use the Confidential Information solely for the purpose of fulfilling Vendor's obligations under the Purchase Order. Vendor shall require its employees, agents, representatives and subcontractors to maintain the confidentiality of the Confidential Information. Vendor shall be liable to Con-Tech for any breach of such obligations by Vendor's employees, agents, representatives and subcontractors. Unless otherwise agreed by the Vendor and Con-Tech in writing, any information which the Vendor has disclosed or may hereafter disclose to Con-Tech in connection with the negotiation, execution, and performance of the Contract shall not be deemed to be confidential or proprietary information to Vendor and Con-Tech may use such information without restriction.

### 1.8 Risk of Loss

Regardless of the method of shipment used, Vendor agrees to deliver all product specified on the Purchase Order to the location(s) specified on the Order at Vendor's own risk. Unless otherwise specified within the Purchase Order or in writing by Con-Tech, title and risk of loss, destruction, or damage with respect to goods to be provided per the Purchase Order shall remain with the Vendor until actual delivery and acceptance by Con-Tech of the goods.

### 1.9 Assignment/Substitution

Vendor may not assign, transfer, or subcontract Purchase Orders or any right or obligation hereunder without Con-Tech's written consent. No substitutions of materials or accessories may be made without prior consent from Con-Tech. Any such assignment or delegation attempted without prior written consent from Con-Tech shall be void and constitute a violation of the Vendor's obligations under the Purchase Order.

### 1.10 Presumptions

Vendor shall be conclusively presumed to have waived Vendor's right to receive payment for products or services covered by any Purchase Order if Vendor has not submitted an invoice for the products or services within three months of the date of product acceptance. Vendor's submission of an invoice shall give rise to a presumption that the charges are the full amount Vendor is due for the products or services listed on or referred to in the invoice for the purpose of determining the existence of any underpayment. Vendor waives any claim for underpayment if a supplemental invoice and supporting documentation have not been furnished within the earlier of (1) three months after the Delivery Date or performance of the services covered by the supplemental invoice, or (2) three months after the date of submission of the original invoice

### 1.11 Warranty

Vendor warrants that goods delivered to Con-Tech will be free from defects in materials, workmanship, and design. Goods received shall conform to the specifications and fit for the purpose for which they are purchased as requested in the Purchase Order or in writing by Con-Tech. Vendor warrants that it shall have good and marketable title to all goods furnished for the Purchase Order and such goods are delivered to Con-Tech free and clear of all liens and encumbrances. Further, the Vendor warrants that all goods delivered to Con-Tech do not infringe on any patent, copyright, or other intellectual property right of any third party. Warranties will not be deemed waived by the Vendor with acceptance of or payment of any goods and/or services by Con-Tech. Acceptance of a Vendor's design by Con-Tech shall not be construed to relieve the Vendor of warranties. Vendor agrees that warranties shall extend to Con-Tech and its transferees, including without limitation to Con-Tech's customers.

### 1.12 Compliance with Laws

Vendor agrees that, in the performance of the Purchase Order, it will comply with all applicable United States or any state and political subdivision laws, regulations, and order. Vendor shall maintain all licenses, permissions, authorizations, consents, and permits needed to carry out its obligations under the Purchase Order. Vendor assumes all responsibility for shipments of goods requiring government import clearance. Con-Tech may terminate the Purchase Order if the government imposes any penalties on goods.