

PURCHASE ORDER TERMS AND CONDITIONS

The purchase order is an offer made by Arnott, LLC, a Delaware limited liability company ("Buyer") for the purchase of the goods ("Goods") and services ("Services") specified on the face of the purchase order from the party to whom the purchase order is addressed ("Seller") in accordance with and subject to these terms and conditions (these "Terms"; and together with the terms and conditions on the face of the purchase order, the "Order"). The Order is expressly conditioned on acceptance of these Terms.

1. **ACCEPTANCE AND APPLICABILITY:** Seller's commencement of performance under the Order constitutes acceptance of the Order, including these Terms. The Order, together with any documents incorporated by reference, constitutes the sole and entire agreement of the parties with respect to the Order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Order. Without limiting the generality of the foregoing: (a) unless otherwise specifically indicated on the face of the purchase order or these Terms, the Order is not an acceptance of any offer, quotation or proposal made by Seller, and any reference thereto is made solely for the purpose of specifying prices and the nature and description of the Goods and Services; and (b) these Terms prevail over any of Seller's general terms and conditions of sale regardless whether or when Seller has submitted its sales confirmation or such terms. Any other additional or different terms proposed or submitted by Seller are deemed objected to by Buyer without need of further notice of objection, and will be of no force or effect.

2. **DELIVERY OF GOODS:** (a) Seller will deliver the Goods in the quantities and on the date(s) specified in the purchase order or as otherwise agreed in writing by the parties ("Delivery Date"). If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may terminate the Order immediately by providing written notice to Seller and Seller will indemnify Buyer against any losses, claims, damages, and costs and expenses attributable to Seller's failure to deliver the Goods on the Delivery Date. (b) Unless otherwise agreed to in writing by Buyer, Seller will not make material commitments or production arrangements in excess of the amount ordered or in advance of the time necessary to meet Buyer's delivery schedule. (c) In the absence of specific routing instructions, shipments are to be made by "Best Way" as agreed upon by the parties. Partial shipments of Goods or Goods shipped to Buyer in advance of the Delivery Date may be returned to Seller at Seller's expense and payments of related invoices may be withheld until the Order is complete or until the Delivery Date (as applicable), unless specific authorization is granted Buyer for partial shipment or advanced delivery (respectively). (d) Discount terms (if any) will be calculated from the date the final invoice is received or from the date complete fulfillment of the Order is complete, whichever is later. (e) Seller will deliver all Goods to the address specified in the purchase order (the "Delivery Point") during Buyer's normal business hours or as otherwise instructed by Buyer. Seller will pack all Goods for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. (f) Seller must provide Buyer prior written notice if it requires Buyer to return any packaging material. Any return of such packaging material will be made at Seller's risk of loss and expense. (g) The purchase order number must appear on any and all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to the purchase order. Additionally, each package, box, lot, bale, bundle or other type of container must list the following; purchase order number, item number, item description, country of origin, production date, shift, and inspected by, as applicable.

3. **PERFORMANCE OF SERVICES:** Seller will provide the Services as described and in accordance with the schedule (if any) set forth in the purchase order and in accordance with the terms and conditions of these Terms. Supplier will obtain Buyer's written consent prior to entering into agreements with or otherwise engaging any third party, including all subcontractors and affiliates of Seller, to provide any Services to Buyer (each such approved third party, a "Permitted Subcontractor"). Buyer's approval will not relieve Seller of its obligations under the Order, and Seller will remain fully responsible for the performance (and compensation) of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of the Order. If Seller will perform Services on Buyer's premises or otherwise access Buyer's systems or other property, Seller will comply with all applicable rules, policies and instructions of Buyer.

4. **TIME IS OF THE ESSENCE:** Seller acknowledges that time is of the essence with respect to Seller's obligations under the Order, including, without limitation, the timely delivery of the Goods and Services, including all Delivery Dates, other performance dates, timetables, project milestones and other requirements in the Order.

5. **PRICING AND PAYMENT:** (a) The price of the Goods and Services is the price stated in the purchase order (the "Price"). Notwithstanding the foregoing, the Price will in no event be higher than – and if higher, will be reduced accordingly to – any price quoted or heretofore charged by Supplier to Buyer or any third party, or any price in effect at time of shipment of the Goods or provision of the Services. Seller represents, warrants and covenants that no prices or other charges to Buyer will be in violation of any applicable price control law, rule or regulation. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer. (b) Unless otherwise specified in the purchase order, the Price includes any and all costs and expenses associated with packaging, transportation costs to the Delivery Point, insurance, customs duties or fees, and applicable taxes, including, but without limitation, all applicable sales, use or excise taxes. (c) Unless otherwise specified in the purchase order, Seller will issue an invoice to Buyer on or any time after complete delivery of the Goods and full completion of the Services in accordance with these Terms. If a shipment made by another concern is invoiced by Seller, the invoice, and other papers, must bear the name of shipper and point from which shipment originated. (d) Unless otherwise specified in the purchase order, Buyer will pay all properly invoiced amounts within 60 days of Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller. (e) The parties will seek to resolve any disputes expeditiously and in good faith. Seller will continue performing its obligations under the Order notwithstanding any such dispute.

6. **TITLE AND RISK OF LOSS:** Title to Goods will pass upon delivery to the Delivery Point. Notwithstanding delivery, Seller assumes all risk of loss of or damage to Goods (or any part thereof) prior to acceptance by Buyer in accordance with these Terms (and following any revocation of such acceptance).

7. **INSURANCE:** Seller will, at its own expense, maintain and carry in full force and effect: (a) commercial general liability insurance (including product liability) in a sum no less than US \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (b) "all risk" property insurance in an amount at least equal to the value of the Goods supplied by Buyer; and (c) if Seller will perform Services on Buyer's premises, business automobile insurance at a limit of liability not less than US \$1,000,000 for all owned, non-owned and hired automobiles, and worker's compensation, employee and employers liability insurance in accordance applicable law, and at a minimum, at a limit of not less than US \$1,000,000. Such insurance policies will provide that all claims for losses thereunder will be paid to Buyer or Seller, as their interests may appear, and will be delivered to Buyer upon request. If the Order deals with construction, repairs or maintenance (including painting) or any building, equipment or machinery located on the premises of Buyer, or any other activity requiring the presence of Seller, its employees, agents or Permitted Subcontractors on the premises of Buyer, Seller waives as against Buyer any claims or causes of action for damages or injury to persons or property arising out of its performance of the work hereunder or of its presence on the premises of Buyer, and Seller will: (i) maintain and carry Public Liability, Workmen's Compensation, and Employer's Liability Insurance covering all employees engaged in the performance of the work and all other persons who are on the property of Buyer at the invitation of Seller; and (ii) indemnify, defend and save Buyer harmless from and against all loss, damage, liability, claims, causes of action, or liens arising out of injury (or death) to persons or property resulting directly or indirectly from Seller's performance of the work or from the presence of Seller, its employees, agents or Permitted Subcontractors, on the premises upon which the work is done.

8. **WARRANTIES:** Seller represents, warrants and covenants that: (a) all Goods will conform to, and comply with applicable specifications, standards, drawings, designs, samples and other requirements incorporated herein, will be suitable for the intended use and operate as

intended, will be of merchantable kind, will be free from defects in workmanship, material and design, will be free and clear of all liens, security interests or other encumbrances, and will not infringe or misappropriate any third party rights; (b) it and each of its personnel (including Permitted Subcontractors) will perform the Services in a professional and workmanlike manner in accordance with best industry standards for similar services, has the required skill, experience and qualifications to do so, and will devote adequate resources to meet its obligations under the Order; (c) in supplying the Goods and providing the Services, it and each of its personnel (including Permitted Subcontractors) will not violate any applicable law or infringe on the rights of any third party and will maintain any and all necessary licenses, permits or other authorizations or consents required to perform its obligations under the Order; (d) it is duly organized, validly existing and in good standing as a legal entity under the laws of the jurisdiction of its organization; (e) it and each of its personnel (including Permitted Subcontractors) has the unconditional and irrevocable right, power, and authority to supply the Goods and provide the Services. These warranties survive any delivery, inspection, acceptance or payment of or for the Goods or Services by Buyer, will apply to all repairs or replacements, and are in addition to any other warranty, express or implied, at law or in equity, or service guarantee of Seller. In addition to any remedies available at law or in equity, any Goods, Services or any part thereof found defective within one year after delivery to Buyer or its customer, whichever be later, will be replaced, without charge, if requested by Buyer.

9. **ACCEPTANCE:** Payment for any Goods or Services delivered will not constitute acceptance thereof. All Goods or Services received are subject to Buyer's rights to inspect them at any reasonable time and place and in any reasonable manner and to reject (including revocation of its earlier acceptance), any or all of such Goods or Services which are, in Buyer's sole judgment, nonconforming or defective. Buyer will not be obligated, however, to test or reject any Goods or Services and Buyer's inspection of, or failure to inspect or reject, any Goods will not affect any rights of Buyer under the Order and (whether or not it has terminated the Order). On rejection of any Goods or Services, and without prejudice to any other rights of Buyer (under warranties or otherwise), Buyer may recover the Price paid for such rejected Goods or Services and may charge Seller all expenses of inspection and return, including unpacking, examining and repacking. Additionally, if Buyer so requests, Seller will replace rejected Goods or re-perform rejected Services at its sole cost and expense. Any inspection or approval at Seller's plant or elsewhere during or after manufacture, whether or not such inspection or approval is provided for by the terms of the purchase order, will be provisional only, and will not constitute final acceptance or be construed as a waiver of the foregoing rights of inspection and approval.

10. **CONFIDENTIAL INFORMATION:** All non-public, confidential or proprietary information of Buyer, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, or discounts, whether disclosed orally or in writing or in tangible or intangible form, and whether or not marked, designated or otherwise identified as "confidential" is confidential. Seller will use such information solely for the purpose of performing its obligations under the Order and may not disclose or copy such information without Buyer's written consent. Upon Buyer's request, Seller will promptly return all documents and other materials received from Buyer. Buyer will be entitled to injunctive relief for any violation of this Section.

11. **INDEMNIFICATION:** Seller will defend, indemnify and hold harmless Buyer, its parents, affiliates and subsidiaries and their respective managers, officers, employees, attorneys and other agents from any and all against any and all loss, injury, death, damage, liability, claim (including both direct and third party claims), deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including attorneys' and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers arising out of, relating to or occurring in connection with the Goods or the Services, or Seller's negligence, willful misconduct or breach of the Order (including these Terms).

12. **FORCE MAJEURE:** Any delay or failure of either party to perform its obligations under the Order will be excused to the extent that the delay or failure was caused directly by a natural disaster, embargo, explosion, riot, war, act of terrorism, or other similar event beyond such party's reasonable control, and in each case, without such party's fault or negligence and subject to a party's compliance with its disaster recovery procedure (a "Force Majeure Event"). Seller's financial inability to perform, changes in cost or availability of materials, components or services, market conditions or supplier actions or contract disputes will not excuse performance by Seller under this Section. Seller will give Buyer prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event and the anticipated duration of such Force Majeure Event. Supplier will use all diligent efforts to ensure that the effects of any Force Majeure Event are minimized and resume full performance under the Order. If a Force Majeure Event lasts more than 15 days, Buyer may immediately terminate the Order without any liability to Seller. The rights granted to Seller with respect to excused delays under this Section are intended to limit Supplier's rights under theories of force majeure, commercial impracticability, impracticability or impossibility of performance, or failure of presupposed conditions or otherwise, including any rights arising under Section 2-615 or 2-616 of the Uniform Commercial Code, as adopted by the State of Florida.

13. **CHANGES:** Buyer may on written notice to Seller (and without notice to any surety), make changes or additions in or to drawings, designs, specifications, instructions for work, method of shipment or packing, or place of delivery; and Seller will forthwith proceed with its work under the Order as changed. If any such change causes an increase or decrease in the cost of, or the time required for, performance under the Order, Seller will notify Buyer in writing immediately and an appropriate equitable adjustment will be made to the Price, or time of delivery, or both, by written modification of the Order in accordance with these Terms. Seller's failure to assert a written claim for adjustment within 10 days after receipt of Buyer's change order will constitute a waiver of such claim.

14. **TERMINATION:** (a) If Seller fails to deliver or perform as specified, or if Seller breaches any provision of the Order, or Seller ceases to conduct its operations in the normal course of business (including inability to meet its obligations as they mature), or any proceeding is brought against or instituted by Seller under bankruptcy or insolvency laws, or a receiver for Seller is appointed or applied for, or an assignment for the benefit of creditors is made by Seller, then Buyer, without waiving any other rights it may have a result, may terminate the Order, in whole or in part, on written notice, without any liability to Seller, except for Goods or Services previously delivered and accepted, and subject to setoff of amounts for any claim Buyer may have against Seller. (b) Additionally, Buyer may terminate the Order, in whole or in part, for its convenience upon written notice to Seller, in which event, on receipt of such notice, and unless otherwise directed by Buyer, Seller will immediately discontinue all work and the filling of orders for Goods or Services. Buyer will negotiate with Seller an amount to be paid in full settlement for the reasonable and necessary expenses incurred directly incident to the Order up to the date of cancellation. Buyer, however, will not be liable for any loss of profits on this order or the portion thereof so cancelled. (c) Sections 1, 6-11 (inclusive), 14(c), 15-16 (inclusive), and any other provision which, by its nature, should be reasonably expected to survive, will survive any termination of the Order.

15. **APPLICABLE LAW:** The rights and obligations of the parties under the Order will be governed in all respects by the laws of the State of Florida without regard to conflicts of law principles. Any civil action or legal proceeding arising out of or relating to the Order will be brought exclusively in the courts of record of the State of Florida in Brevard County, Florida. Each party consents to the exclusive jurisdiction of such Florida court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such Florida court.

16. **GENERAL:** No modification, amendment, waiver, or other change will be binding on Buyer unless agreed to in a writing stating specifically that it amends the Order and signed by an authorized representative of Buyer. Seller will not assign or transfer the Order (in whole or in part) without the prior written consent of Buyer. The relationship between the parties is that of independent contractors. Nothing in the Order creates an agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party has authority to contract for or bind the other party in any manner whatsoever. If any term or provision of the Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of the Order or invalidate or render unenforceable such term or provision in any other jurisdiction.

INTERNATIONAL ADDENDUM

If, but only if, Supplier is located outside of the United States or a territory thereof, then this International Addendum (this "Addendum") is deemed attached to and made a part of the Order. Capitalized terms used but not defined in this Addendum will have the meanings ascribed to them by the Order.

1. **GENERAL:** This Addendum is incorporated into and made part of the Order. Except as expressly specified in this Addendum, all other terms and conditions of the Order will remain in full force and effect. In the event of any conflict between the provisions of the Order and this Addendum, this Addendum will control. All documents, materials, deliverable items, notices and communications of any kind between the parties and their representatives relating to the Order will be made in the English language. This Addendum will be binding on Seller and Buyer and their respective successors and permitted assigns.

2. **ANTI-BRIBERY:** Seller represents, warrants and covenants that it and its shareholders, officers, directors, employees, agents, and anyone acting on its behalf (collectively, the "Representatives") are in compliance and will continue to comply with all applicable anti-bribery and anti-corruption laws, including, without limitation, the US Foreign Corrupt Practices Act and the UK Bribery Act 2010 (collectively, "Anti-Bribery Laws"), regardless of the applicability of U.S. jurisdiction over Seller's activities. Without limiting the generality of the foregoing, Seller represents, warrants and covenants that neither it nor any of its Representatives: (a) have or will directly or indirectly offer, promise, pay, or authorize the payment of any money or anything of value, or take any action in furtherance of such a payment, to any person, to any foreign official, including, but not limited to, any political party or official thereof, any candidate for political office, any official of a public international organization, any person who works for an entity that is owned, in whole or in part, by any government entity, or to any relative of a foreign official, for the purpose of influencing any act or decision of a foreign official or inducing such foreign official to use his/her or position with any government entity or other person or entity to influence any act or decision; and (b) is a foreign official or has a relative, personal, business, or other relationship or association with a foreign official who may have responsibility for or oversight of any business activities of Seller, other than any relationships or associations that have been disclosed in writing to Buyer.

3. **PROHIBITED PERSONS:** Seller represents, warrants and covenants that neither it nor any director, officer, employee or agent of Seller is a person, or a person who is directly or indirectly owned or controlled by any person (a) currently included on any list maintained by the U.S. Office of Foreign Assets Control ("OFAC") or any other governmental authority imposing economic sanctions or trade embargoes, or (b) who is located, organized, or resident in a country or territory that is, or whose government is, the target of sanctions imposed by OFAC or any other governmental authority. If, after the date of the Order, the foregoing representation ceases to be true, then Seller will promptly notify Buyer in writing.

4. **NO APPLICATION OF UNCC:** The parties expressly waive the application of the United Nations Convention on Contracts for the International Sale of Goods to the Order.

5. **ARBITRATION:**

a) Any action, suit, proceeding or dispute of any kind arising directly, indirectly, or otherwise in connection with, out of, related to or from the Order (including this Addendum) or the relationship between the parties (each, a "Dispute"), including the extent to which any Dispute is subject to arbitration pursuant to this Section, will be submitted exclusively to the International Court of Arbitration of the International Chamber of Commerce ("ICC") and will be finally settled under the Rules of Arbitration of the ICC ("ICC Rules") by one or more arbitrators appointed in accordance with the said rules. If the amount in dispute (excluding interest, fees and costs) does not exceed USD \$1,000,000 (one million dollars), it will be resolved by a sole arbitrator appointed in accordance with ICC Rules. If the amount in dispute exceeds USD \$1,000,000 (one million dollars), unless otherwise agreed to by the parties, it will be resolved by three (3) arbitrators appointed in accordance with ICC Rules.

b) The arbitration will be conducted exclusively in Brevard County, Florida, and the arbitrator(s) will apply the laws of the State of Florida, without regard to conflicts of law principles. The arbitral proceedings will be conducted in the English language. All awards may if necessary be enforced by any court having jurisdiction. The parties will keep the existence of any Dispute, the existence or details of the arbitration proceeding, and all related documents, materials, evidence, judgments and awards therein, strictly confidential. Without limiting the generality of the foregoing, except as required by applicable law, no party will make any public announcements with respect to the proceeding or the award, except as required to enforce same. The results of arbitration pursuant to this Section will be final and binding on the parties.

c) Arbitration costs will be shared equally by the parties, provided, however, each party will be responsible for its own expenses (including legal fees) and costs related to the presentation and defense of its position in the arbitration proceeding and any costs related to the enforcement of any arbitral decision. Notwithstanding the foregoing, the arbitrator(s) will have the right to award reasonable attorneys' fees and expenses and applicable costs of arbitration in accordance with applicable rules of arbitration.