



## Supplier Terms and Conditions

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### Document Approvals

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Title: General Terms and Conditions

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## 1. Acceptance of Purchase Order

Agreement by Supplier to furnish the materials, parts, and products (“Products”) or services, including the products resulting from such services, or its commencement of such performance, or acceptance of any payment, shall constitute Supplier’s unqualified acceptance of this Purchase Order. Commencement of performance is an acceptance of these terms and conditions regardless of the fact that an acknowledgement form with different terms and conditions is submitted. Any prices or delivery schedule to which Buyer (Essentium) has not specifically agreed to in writing, or any other terms or conditions proposed by Supplier inconsistent with or in addition to the terms and conditions herein, shall be void. Modifications or additions to these Purchase Order terms and conditions must be in writing and signed by Buyer’s Purchasing Representative. These terms and conditions, together with all supplements, documents, exhibits, attachments, and any other agreements incorporated by reference into this Purchase Order, constitute the entire agreement between Buyer and Supplier (collectively “the Parties” and singularly a “Party”) with respect to the subject matter of this Purchase Order, and supersede any prior or contemporaneous written or oral agreements pertaining thereto.

## 2. Certain Definitions:

(i) “Defect” or “Defective” means Product or Deliverables in breach of the warranty in Section 12; (ii) “Specifications” means written specifications setting forth manufacturing, component, testing, shipping and all other technical requirements for the Product; and (iii) “Materials Declaration Requirements” means any requirements, obligations, standards, duties or responsibilities pursuant to any environmental, product composition and/or materials declaration Laws, directives, or regulations, including international Laws and treaties regarding such subject matter; and any regulations, interpretive guidance or enforcement policies related to any of the foregoing, including for example: RoHS Directive 2011/65/ EU of the European Parliament and of the Council of 27 January 2003 on the restriction of the use of certain hazardous substances in electrical and electronic equipment, O.J.(L13) 19, as amended from time to time, any similar Laws in Switzerland and the European Economic Area or other similar or related environmental, product composition or materials declaration Laws and interpretive guidance and enforcement policies relating to any of the foregoing. WEEE Directive 2012/19/EU of the European Parliament and of the Council of 27 January 2003 on waste electrical and electronic equipment, 2003 O.J. (L37), 24, as amended from time to time, REACH Directive 2009/15/EC of the European Parliament and of the Council of 21 October 2009 establishing a framework for the setting or eco-design requirements for energy-related products (and applicable implementing measures thereunder) and European Union Member State implementations of the foregoing, or similar laws in Switzerland or the European Economic Area; Regulation (EC) No.1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals, as amended from time to time and the People’s Republic of China (PRC) Measures for the Administration of the Control of Pollution by Electronic Information Products promulgated on February 28, 2006 (including any pre-market certification (“CCC mark”) requirements thereunder and any relevant standards adopted by the PRC Ministry of Information Industry or other applicable PRC authority); and/or other similar legislation (iv) “Law” means any U.S., or non-U.S. federal, national, supranational, state, provincial, local or similar statute, Law (including common Law), regulation, treaty, constitutional provision, ordinance, code, directive, including the (RoHS Directive and WEEE Directive) notice, binding agreement, policy or rule of Law, legal requirement, other government restriction or regulation promulgated or entered into by any regulatory authority of competent jurisdiction, tribunal, judicial or arbitral body, administrative agency or commission or other government authority or instrumentality (v) “Authorized Supplier” shall mean a Supplier who has contracted with a subcontractor and/or manufacturer to represent its brand, (vi) “Product(s)” means, without limitation any component, part, sub- assembly, assembly, raw material or other commodity purchased by Buyer from Supplier, (vii) “Epidemic Failure” means a Defect in more than one unit of the same Product where each such Defect (a) has a similar root cause; and (b) all such Defects occur in one percent or more of units received by Buyer. (viii) “Epidemic Period” means the period beginning with the first Delivery to Essentium of Product that is subject to an Epidemic Failure and continuing until Supplier demonstrates to Essentium that the Epidemic Failure is cured. (ix) “Maximum Concentration Value” means the highest concentrations of substances allowed under Law, including lead, mercury, cadmium, hexavalent chromium, polybrominated biphenyls (PBBs) or polybrominated diphenyl ethers (PBDEs), as measured by weight in Homogenous Materials or in any other way applicable under Law. [Under RoHS Requirements, these levels are: (x) (i) 0.1% for lead, mercury, hexavalent chromium, PBBs and PBDEs; and (ii) 0.01% for cadmium; or (y) any other level adopted by the European Union under the RoHS Directive, by the PRC Ministry of Information Industry or other applicable PRC authority under China RoHS, by the California Department of Toxic Substances Control or California Integrated Waste Management Board under California RoHS, or by other applicable

authorities pursuant to any RoHS Requirements.] (x) "Affiliates" shall mean any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control", for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interest of the subject entity. (xi) "Recall" means any correction or removal of, field action or customer notification or communication that is initiated (a) at the direction of the FDA or any other regulatory authority, (b) voluntarily by Supplier or by Essentium's customer, or (c) by a court of competent jurisdiction, or any other regulatory Law.

### **3. Shipping Instructions; Risk of Loss**

- a) Shipments must be preserved, packaged, handled, and packed to permit efficient handling, provide protection from loss or damage, and comply with Essentium's specifications included on the Purchase Order, government regulations, industry standards and carrier requirements. Supplier will be liable for any loss or damage due to its failure to properly preserve, package, handle or pack any shipment. No charge will be allowed for handling, packing, crating, returnable containers, import duties, transportation, documentation, or media unless previously agreed to in writing and such agreement(s) is referenced in this Purchase Order. All containers, packing lists, bill of lading and invoices must list the Purchase Order number. Each Purchase Order number must be placed on the shipping documents and in the reference fields of the automated shipping systems. Suppliers that import to the United States of America will comply with the security recommendations in accordance with the US Customs Trade Partnership Against Terrorism (C-TPAT). Supplier will provide Buyer or Buyer's designated Agent with all necessary information to complete the Importer Security Filing (ISF), when required. All Suppliers that import into the European Union (EU) will comply with the security recommendations in accordance with the Authorized Economic Operator (AEO) guidelines. Supplier will make every reasonable effort to ensure information is provided timely and accurately, and in such a manner as stipulated by Buyer. Supplier agrees to reimburse Buyer for any fines and/or penalties incurred as a result of Supplier providing inaccurate information, or Supplier's failure to provide information. If Supplier provides inaccurate information or refuses to supply the required ISF information, Buyer may terminate the relationship with Supplier, without recourse, subject to the terms set forth in this Purchase Order. This document may contain technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S. C., Sec. 2751, et seq.).
- b) Unless otherwise directed by Buyer in writing, Supplier shall consolidate shipments on one bill of lading or air waybill when shipping Products on the same day from and to a single location. Supplier shall submit all required shipping papers to Buyer prior to final payment. Title to Products furnished under this Purchase Order shall pass to Buyer upon formal acceptance, regardless of when or where Buyer takes physical possession, unless the Purchase Order specifically provides for earlier passage of title.

### **4. Termination for Default or Convenience**

Essentium may cancel this Purchase Order orally or in writing, in whole or in part at any time upon the occurrence of Supplier's breach of this Purchase Order or a finding of default and other certain events, including but not limited to (i) default by Supplier with respect to Delivery, quality, or other obligations under this Purchase Order, or (ii) insolvency of Supplier, filing by Supplier of a voluntary petition in bankruptcy, filing of an involuntary petition to have Supplier declared bankrupt, or appointment of a receiver or trustee for Supplier, provided the same is not vacated within thirty (30) days from the date of such event, or the execution by Supplier of any assignment for the benefit of creditors. In the case of (i) or (ii) above Buyer shall incur no liability after giving written notice of the cancellation. If Essentium provides oral notice of cancellation, Essentium will confirm such oral cancellation in writing within 24 hours. Upon notification of cancellation, Supplier will provide a complete cancellation cost analysis and shall immediately notify Essentium of any anticipated cancellation costs. Buyer shall have the option to cancel this order, without cause, at its discretion. In such event, Buyer's liability shall not exceed the full price of Products already manufactured to meet scheduled Delivery Dates. Such liability is limited to deliveries that Buyer has ordered with dock dates of no more than thirty (30) calendar days from the date of notification of such cancellation. In the event of Buyer's cancellation, other than pursuant to Section 4 (i), Buyer shall only be liable for cancellation related expenses: (ii) in the event that Supplier provides a complete cost analysis for Buyer's inspection; and (iii) Supplier is otherwise unable to sell components or material to another source within a reasonable timeframe. Buyer or its agents shall have the right to audit and examine all books, records, facilities, work, material, inventories and other items relating to any cancellation cost claim of Supplier. Upon cancellation of software or services orders, Buyer shall only be liable for the price of the work that has been completed as of the date of cancellation notice. Under no circumstances shall Buyer pay cancellation charges exceeding the value of the unpaid balance of this Purchase Order.

## 5. Force Majeure

Except for a default of Supplier's subcontractor at any tier, neither Buyer nor Supplier shall be liable for any failure to perform due to any cause beyond their reasonable control and without their fault or negligence, including acts of God or of the public enemy, acts of the government in its sovereign or contractual capacity (including acts of government related to economic sanctions and embargoes), fires, floods, epidemics, terrorism, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In the event that causes of the type described above ("Force Majeure") adversely affect performance of this Purchase Order, the Party whose performance is so affected shall so notify the other Party's authorized representative in writing. Buyer may reasonably adjust the delivery schedule due to the existence of a Force Majeure. During the period of such delay or failure to perform by Supplier, Buyer, at its option, may purchase Products and services from other sources and reduce its schedules to Supplier by such quantities, without liability to Supplier, or have Supplier provide the Products and services from other sources in quantities and at times requested by Buyer, and at the price set forth in this contract. In addition, Supplier at its expense shall take such actions as are necessary to ensure the supply of Products and services to Buyer for a period of at least 30 days during any anticipated labor disruption or resulting from the expiration of Supplier's labor contract(s). If requested by Buyer, Supplier shall, within 10 days, provide adequate assurances that the delay shall not exceed 30 days. If the delay lasts more than 30 days or Supplier does not provide adequate assurance that the delay will cease within 30 days, Buyer may immediately terminate this contract without liability.

## 6. Proprietary Rights

- a) Unless otherwise expressly set forth in this Purchase Order, all specifications, information, data, drawings, software, and other items supplied to Buyer by Supplier shall be disclosed to Buyer on a non-proprietary basis and may be used and/or disclosed by Buyer without restriction.
- b) All specifications, information, data, drawings, software and other items which are (i) supplied to Supplier by Buyer or (ii) obtained or developed by Supplier in the performance of this Purchase Order or paid for by Buyer shall be proprietary to Buyer, shall be used only for purposes of providing Products or services to Buyer pursuant to this Purchase Order, and shall not be disclosed to any third party without Buyer's express written consent. Parts manufactured based on Buyer's drawings and/or specifications may not be used by Supplier or sold to third parties without Buyer's express written authorization. All such items supplied by Buyer or obtained by Supplier in performance of this Purchase Order or paid for by Buyer shall be promptly provided to Buyer on request or upon completion of this Purchase Order.
- c) Any invention or intellectual property first made or conceived by Supplier in the performance of this Purchase Order or which is derived from or based on the use of information supplied by Buyer (collectively, the "Essentium IP") is the property of Buyer. Supplier hereby assigns its rights in the Essentium IP to Buyer and shall execute such documents necessary to perfect Buyer's title thereto. Buyer or Buyer's subcontractor has the right to repair, reconstruct, or rebuild Products delivered under this Purchase Order without payment of any royalty to Supplier. Unless otherwise expressly agreed in a contemporaneous or subsequent writing to the contrary or otherwise expressly set forth in this Purchase Order, any work performed pursuant to this Purchase Order which includes any copyright interest shall be considered a "work made for hire". To the extent any of such works do not qualify as a "work made for hire", Supplier hereby assigns to Buyer all its intellectual property rights, including its copyright rights, in such works effective immediately upon creation of such works, including when they are first fixed in a tangible medium.
- d) With respect to any applicable FAR and DFARS clauses incorporated into this Purchase Order relating to license rights in noncommercial technical data and noncommercial computer software and / or noncommercial computer software documentation, Supplier grants to Buyer the right to use, disclose, transfer, copy, modify, combine, integrate or make derivative works of any such noncommercial technical data, noncommercial computer software and/or noncommercial computer software documentation delivered under this Purchase Order, to the extent necessary, and for such period as is required, for Buyer to complete its performance under Buyer's U.S. Government programs. If such computer software or computer software documentation is supplied by Supplier to Buyer under this Purchase Order, and such computer software and computer software documentation is for future delivery to Buyer's customers, Buyer shall be permitted to do the following: (i) transfer the computer software, the computer software documentation and licenses granted to Buyer's customers for such period of time as Buyer's customers shall use such computer software or software documentation; (ii) modify the computer software or computer software documentation or combine it with other software subject to the proviso that those portions of the modified software which incorporate the original software are subject to the same license rights as the original software; (iii) grant access to the use of the computer software and computer software documentation to Buyer's affiliates, consultants, subcontractors, team members, customers, and similar parties and to their respective

employees in connection with Buyer's and Buyer's customer's authorized uses thereof. Such access is provided on the condition that prior to such access all such parties have suitable obligations in place protecting Supplier's rights in the computer software or computer software documentation which are in substance consistent with the provisions of this Purchase Order.

- e) Notwithstanding anything to the contrary in this Section, applicable U.S. Government Procurement Regulations incorporated into this Purchase Order shall, when applicable, take precedence over any conflicting provision of this Section to the extent that such Regulations so require. The incorporation by reference of such U.S. Government Regulations dealing with subcontractor's rights in Technical Data, subject inventions, copyrights, software, and similar intellectual property are not intended to, and shall not, unless otherwise required by applicable law, obviate or modify any greater rights which Supplier may have previously granted to Buyer pursuant to prior agreements between the Parties.

## 7. Payment Terms

Payment is due 60 days after end-of-month of receipt of Products at the locations designated on Buyer's Purchase Order and formal acceptance of the Products, or satisfactory completion of services unless otherwise agreed to in writing by the parties. All monies paid are refundable to Essentium if the purchased items do not produce the parts that conform to agreed specifications. Buyer shall not be liable for any federal, state, or local taxes unless Buyer cannot supply an appropriate tax exemption certificate. Buyer will never be liable for Supplier's net income, capital, net worth or similar taxes. Any applicable taxes shall be separately stated on the face of this Purchase Order and separately invoiced. In addition to any right of setoff or recoupment provided by law, all amounts due to Seller shall be considered net of indebtedness of Seller and its affiliates/subsidiaries to Buyer and its affiliates/subsidiaries; and Buyer shall have the right to setoff against or to recoup from any amounts due to Seller and its affiliates/subsidiaries from Buyer and its affiliates/subsidiaries.

## 8. Buyer and Seller's Property

### Buyer's Property

- a) All drawings, tools, jigs, dies, fixtures, materials, and other property supplied or paid for by Buyer shall be and remain the property of Buyer and held by Supplier on a bailment basis ("Buyer's Property" as used in this Section, which shall be returned to Buyer upon Buyer's request.
- b) Supplier shall use Buyer's Property only in the performance of work under this Purchase Order unless Buyer consents otherwise in writing.
- c) Supplier shall not furnish or offer for sale Products made in accordance with Buyer's specifications and / or drawings to another party without Buyer's prior written consent.
- d) Supplier shall maintain Buyer's Property and shall be responsible for all loss or damage to Buyer's Property except for normal wear and tear. Supplier shall (i) within two (2) working days, report to Buyer the loss, theft, damage, destruction of Buyer's Property, or if any such property is found to be malfunctioning or otherwise unsuitable for use and (ii) determine and report the root cause and all pertinent facts as soon as they become known, and corrective action taken to prevent recurrence, at no additional cost to Buyer.
- e) Buyer's property will be insured by Supplier at Supplier's expense in an amount equal to its replacement cost and Supplier will supply, at Buyer's request, evidence of the same.
- f) Supplier shall clearly mark, maintain in inventory, and keep segregated or identifiable all of Buyer's Property and shall not move Buyer's Property from Supplier's premises without Buyer's prior written approval.
- g) Buyer's property will be subject to repossession and/or removal by Buyer at any time. Upon the request of Buyer, Buyer's Property shall be immediately released to Buyer or delivered to Buyer by Supplier, either (i) F.O.B. transport equipment at Supplier's plant, properly packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such property, or (ii) to any location designated by Buyer, in which event Buyer shall pay to Supplier the reasonable costs of delivering such property to such location. When permitted by law, Supplier waives any lien or other rights that Supplier might otherwise have on any of Buyer's Property for work performed on such property or otherwise.

### Supplier's Property

Unless otherwise agreed to by Buyer, Supplier, at its expense, shall furnish, keep in good condition, and replace when necessary, all machinery, equipment, tools, jigs, dies, gauges, fixtures, molds, patterns and other items ("Supplier's Property") necessary for the production of the Products. The cost of changes to Supplier's Property necessary to make design and specification changes authorized by Buyer shall be paid for by Buyer. Supplier shall insure Supplier's Property with full fire and extended coverage insurance for its replacement value. Supplier grants Buyer an irrevocable option to take possession of and title to Supplier's Property that is special for the production of the

Products upon payment to Supplier of its net book value less any amounts that Buyer has previously paid to Supplier for the cost of such items; provided, however, that this option shall not apply if Supplier's Property is used to produce Products that are the standard stock of Supplier or if a substantial quantity of like Products are being sold by Supplier to others.

## **9. Release of Information**

Without prior written approval of Buyer, Supplier shall not (i) publish, distribute, use, or otherwise disclose this Purchase Order, or the existence of this Purchase Order, to any third party for any purposes not required by the express terms of the Purchase Order, or (ii) use the Essentium Company name (or the name of any division, affiliate or subsidiary thereof), logo, trademark, service mark, or trade dress for the purpose of advertising, making a news release, creating a business reference, creating website content, or for Products or service endorsement, except Essentium may provide information relating to product performance, specifications and warranties to its customers.

## **10. Delivery**

Time is of the essence for Delivery and all other obligations arising herein. "Delivery Date" and/or "Dock Date" shall mean the date Supplier is required to deliver the Product to the locations designated on Buyer's Purchase Order. If Supplier does not meet the scheduled Delivery Dates, and Supplier fails to demonstrate to Buyer that it has taken best commercial efforts to comply with meeting the Delivery Dates, then Buyer may, at its option cancel this Purchase Order, or any part of this Purchase Order without incurring any liability. If Buyer requests expedited shipment of any late deliveries, Supplier will be responsible for shipping cost. Supplier will not ship ahead of the scheduled Delivery Date unless authorized by Buyer in writing. Buyer may return, at its option, all unauthorized early shipments to Supplier at Supplier's expense. Payments for early shipments unauthorized by Buyer will be postponed until the applicable due date after the scheduled Delivery Date. Supplier, when it has reason to believe that deliveries will not be made as scheduled, will provide immediate written notice to Buyer setting forth the cause of such anticipated delay. Supplier shall be, in addition to any other remedy available to Buyer, liable for Buyer's documented additional expenses due to its failure to deliver in the event that it fails to provide such notice. Notwithstanding the above, neither Buyer or Supplier will be liable for delays or defaults due to fires, floods, earthquakes, riots, storms or acts of civil or military authority and without their fault or negligence. In the event that any such condition exists as to Supplier, Buyer may at its option, cancel affected Purchase Order in whole or in part. All internationally shipped products will be shipped under "FCA Suppliers Facility (Incoterms 2010)". Products shipped under domestic transport may be FCA or another Incoterm agreed between Supplier and Essentium. For FCA terms, Supplier must utilize the carriers or forwarder provided in Essentium's shipping guidelines for the transit from Supplier's facility to Essentium's receiving dock. Supplier must utilize Essentium's specified transportation agent for all shipments. If Supplier uses any other transportation agent, Supplier will reimburse Essentium for any additional costs incurred for transportation. If no transportation agent is specified, Supplier will use a transportation agent acceptable to Essentium. Essentium assumes risk of loss for Products when Products have been received by Essentium's carrier or forwarder. In the event a Delivery is delayed, and it is estimated that such delay will exceed more than 25% of the agreed completion Date/Delivery time, Buyer may, at its option cancel this Purchase Order without incurring any liability.

## **11. Order of Precedence**

Buyer deems the requirements and provisions of this Purchase Order as consistent. Supplier shall promptly request Buyer's written determination to resolve any inconsistency, ambiguity, or conflict among the requirements and provisions. The following order of precedence shall apply: (1) order-specific text on the Purchase Order, which includes specifications incorporated by reference such as drawings and Quality Notes (2) documents incorporated by reference on the Purchase Order and not otherwise referenced in this Section (e.g., contract flow-through documents); (3) these General Terms and Conditions of Purchase; (4) Proprietary Information Agreement or Non-Disclosure Agreement, if applicable; (5) the Statement of Work; (6) United States Government specifications; and (7) Supplier specifications, which include Supplier drawings, Supplier samples, and Supplier catalog descriptions. For the avoidance of doubt, all Supplier Products delivered hereunder must conform to Buyer's specifications set out in this Purchase Order.

## **12. Warranty**

Supplier warrants that upon Buyer's taking title to Product and for a period of three years thereafter, notwithstanding any termination or cancellation of this Purchase Order, all Products purchased hereunder (1) will be free from Defects in design (to the extent the design was provided by Supplier), material and/or workmanship; (2) when delivered, will be new and not used or reconditioned; (3) will conform to the published specifications, drawings, and/or descriptions provided to Buyer before its purchase hereunder; (4) will be fit for the intended purpose and will conform to all of Supplier's representations and warranties. This warranty is in addition to and not in lieu of any other warranties given by Supplier and warranties created or existing pursuant to applicable Law. This warranty is fully transferable by Buyer at Buyer's

option to Buyer's customers. Supplier warrants that it has title to the Products, is authorized to sell Product, and that the Product is free of all liens, security interest or and encumbrance. These warranties shall survive inspection, test, acceptance, and payment and shall accrue to Buyer, its successors, assigns and customers. Warranty failures may be returned to Supplier for repair, replacement, or credit at Buyer's option and at Supplier's risk and expense. Repaired and replacement Products shall be new and not reconditioned (unless otherwise agreed to in writing between the parties) and subject to the Warranty terms herein. If Supplier breaches any warranty specified in this order or afforded by Law, Buyer shall be entitled to avail itself cumulatively of all remedies in Law or in equity. If there is an Epidemic Failure, Supplier will promptly do one or more of the following at Supplier's expense: Investigate the Epidemic Failure and determine its cause including testing or replacing all units delivered during or after the Epidemic Period, and promptly notify Essentium of the results of said investigation; supply on-site technical support and all necessary products to repair or replace Products known to be affected by the Epidemic Failure which were delivered to Buyer during the Epidemic Period; accept the return of all Products which were affected by the Epidemic Failure or were delivered to Essentium during the Epidemic Period for either repair or replacement at no charge to Buyer pursuant to which Supplier will pay all shipment costs and bear the risk of loss both to and from Supplier's factory; and/or ensure that the appropriate quality controls and other measures are taken so that all products of similar type supplied subsequent to the date of such an Epidemic Failure will not suffer the problems that caused or resulted from the Epidemic Failure. Notwithstanding anything to the contrary to this Section 12, Buyer shall be entitled to full compensation for any and all incidental and consequential losses, damages, costs and expenses (including but not limited to rework costs, overtime charges, cost of manufactured or partially manufactured assemblies, fines and penalties paid by Buyer and/or claimed by any customer of Buyer related to a breach of Supplier's warranties hereunder) and other similar amounts suffered or incurred. If requested by Buyer, Seller will enter into a separate agreement for the administration or processing of warranty chargebacks for nonconforming Products.

### **13. Authorized Supplier**

Authorized Supplier shall mean a Supplier who has contracted with a subcontractor and/or manufacturer to represent its brand and one that covenants, warrants, and represents that it has effective contractual agreements in place with each subcontractor and/or manufacturer whose Product(s) it is procuring to sell to Buyer. Authorized Supplier shall: (a) only ship Products to Buyer that have been procured directly from the manufacturer and/or its subcontractor, (b) not ship Products to Buyer that have been procured from any other source without prior written consent from Buyer and (c) be considered an unapproved independent Supplier for Products procured from other sources. Failure to obtain Buyer's prior written approval constitutes a material breach under the terms of this Purchase Order. Supplier will fully indemnify Buyer from any and all claims, losses and damages that result from said breach. Buyer reserves the right to reject any and all requests for approval or require additional verification and testing of Products.

### **14. Compliance with Applicable Laws**

Supplier represents and warrants to Buyer that the manufacture, delivery, or sale to Buyer of any Product under this Purchase Order complies with all applicable Laws. Upon request, Supplier shall furnish Buyer with specific declarations and certifications of legal compliance. Supplier represents and warrants to Buyer that all Products will, at the time of sale or Delivery to Buyer, comply with all Product safety, emissions, environmental and other Laws applicable thereto, including the RoHS Directive, the WEEE Directive, REACH and Information and Labeling Requirements, and any requirements included in the Product Specifications or provided by Buyer and the Supplier's published Specifications. Supplier represents and warrants that all Products sold to Buyer meet the Maximum Concentration Values and Materials Declaration Requirements unless Buyer and Supplier agree in writing that (1) RoHS Directive explicitly exempts the Product in question or (2) the RoHS Directive explicitly exempts the exceedance of the Maximum Concentration Values in the particular Product or component thereof. Supplier may obtain and maintain all certifications related to such requirements to the extent such certification is required by any applicable Law or is reasonably requested by Buyer. Supplier agrees to furnish to Buyer copies of all regulatory reports and certifications upon demand. Further, if any resubmissions for recertification are required, Supplier will provide timely notice to Buyer and immediately provide Buyer with copies and full details of same. Supplier agrees specifically to comply with all Federal, State and local Laws, statutes, ordinances, rules, regulations and relevant orders of the Secretary of Labor relating to equal employment opportunity. If this order, or any part thereof, is a subcontract under a U. S. Government prime contract, the Federal Acquisition Regulations (FAR) clauses specified in 52.244-6 (and Defense Acquisitions Regulations Supplement (DFARS) clauses specified in 252.244-7000 if the prime contract is with the U. S. Department of Defense) in effect on the date of this Order, are, to the extent applicable, incorporated herein by reference with the same force and effect as though set forth in full text. In such clauses, unless otherwise stated, the term "Contractor" means Supplier except in the term "prime contractor," "subcontractor" means Supplier's subcontractor, "Contract" means this order, except in the term "prime contract" and both "contracting Officer" and "Government" mean Buyer except as otherwise indicated. Both parties will adhere to all applicable Laws and regulations governing such party's conduct in connection with this Agreement,

including, without limitation, the United States Foreign Corrupt Practices Act, the UK Bribery Act, and any laws or regulations of the U.S. Department of Commerce Bureau of Industry and Security and will not export or reexport any technical data or products received from a party, or the direct product of such technical data, to any proscribed country listed in the U.S. Export Administration regulations unless properly authorized by the U.S. government. Supplier shall provide all information necessary (including written documentation and electronic transaction records) to permit Buyer to fulfill its customs related obligations, origin marking or labeling requirements and local content origin requirements, if any. Export licenses or authorizations necessary for the export of the Products shall be the responsibility of Supplier unless otherwise indicated in this contract, in which event Supplier shall provide such information as may be necessary to enable Buyer to obtain such licenses or authorization(s). Supplier shall undertake such arrangements as necessary for the Products to be covered by any duty deferral or free trade zone program(s) of the country of import. DPAS Statement. If this order, including any line or subline item thereof, as indicated by a DPAS rating symbol thereon, is a rated order under the Defense Priorities and Allocations System (DPAS), then the following statement applies to the order/line item/subline item: "This is a rated order certified for national defense use, and you are required to follow all the provisions of the Defense Priorities and Allocations System regulation (15 CFR part 700)".

**Conflict Minerals:** Supplier acknowledges there is a regulatory focus on the use of minerals and derivative metals sourced from areas identified as conflict regions, including the Democratic Republic of the Congo ("DRC") and the surrounding nine central African countries. Metals that have been identified of interest from these regions include gold (Au), tantalum (Ta), tungsten (W) and tin (Sn), and are termed "Conflict Minerals," and the foregoing ten countries are termed "Covered Countries," in each case pursuant to Rule 13p-1 ("the "Rule") under the Securities Exchange Act of 1934, as amended. The Products shall not contain Conflict Minerals from a Covered Country that directly or indirectly financed or benefitted an armed group (as defined in the Rule), and Supplier represents and warrants that, to the best of its knowledge after conducting the inquiry required by this Section 14, no Conflict Minerals contained in a Product that originated in a Covered Country directly or indirectly financed or benefitted an armed group. For purposes of such representation, warranty and agreement, Supplier has in good faith adopted and used, or will in good faith adopt and use, as applicable, standards, policies, protocols, systems, frameworks and procedures that meet or exceed the requirements of the reasonable country of origin and due diligence inquiries contemplated by the Rule and the Organization for Economic Co-operation and Development's Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas, in each case as supplemented by such policies, procedures and requirements of Essentium as shall be applicable to Supplier and/or the Products at the time. Supplier shall further comply with any requests for information, certifications or other documents or evidence as Essentium, either directly or through its agents, may request to ensure the Products' and Supplier's compliance with this Section 14, and Supplier shall notify Essentium promptly upon discovering or having reason to believe that Supplier has breached or any Product fails to comply with any representation, warranty or agreement in this Section 14 or if there is any misstatement or omission in any information, certification or other document or evidence furnished to Essentium pursuant to this Section 14, and Supplier shall immediately take such corrective action as shall be necessary to mitigate any costs or damages to or adverse disclosure by Essentium arising or that may arise out of any of the foregoing. Supplier shall include the substance of this Section 14, including the flow down requirement contained in this sentence, in all contracts, terms and conditions and the equivalent of either of the foregoing with its suppliers and shall adopt and communicate internally and externally a policy on conflict minerals usage that is consistent with Essentium's policy, and in each case shall require its suppliers to do the same with respect to their direct and indirect suppliers. Supplier shall indemnify, defend, and hold Essentium, its Affiliates and their respective officers, directors, employees, agents, and successors harmless from and against any and all claims, damages, losses (including loss of profits), liability, costs and expenses (including attorneys' fees) which arise out of Supplier's breach of or non-compliance with Section 14.

**Toxic Substances:** Supplier acknowledges that it is the intent of Buyer to identify and disclose where appropriate, including to Buyer's customers, all hazardous substances contained in or added to the Products. Supplier represents and warrants that none of the following hazardous substances are present in any Product: asbestos, azo colorants and its compounds, ozone-depleting substances (CFCs, HCFCs, HBFCs, carbon tetrachloride, etc.), tributyl tin oxide (TBTO), tributyl tin (TBT), triphenyl tin (TPT), polychlorinated biphenyls (PCBs), polychlorinated terphenyls (PCTs), polychlorinated naphthalene (more than 3 chlorine atoms), short chain chlorinated paraffins (SCCPs), and nuclear or radioactive materials. Supplier warrants that all its packaging, components and/or Products supplied by Supplier will not contain higher levels of any banned substances listed below, on a homogeneous or on any other level, than as described in or currently permitted under the Laws referenced in Section 14: Cadmium and compounds, Mercury and compounds Asbestos (all types), CFCs, Chlorofluorocarbons, HCFCs, Hydrogenated, chlorofluorocarbons, CHCs, Chlorinated hydrocarbons, PBDEs, Polybrominated diphenyl ethers, PBBs, Polybrominated biphenyls PCBs, Polychlorinated biphenyls PCTs, Polychlorinated terphenyls PCP, Pentachlorophenol. Buyer may change the content listed below upon prior written notice to Supplier. Except as otherwise specified, such changes shall be effective after three (3) months after the date of notification. Consumer Product packing must be free from the above-mentioned substances including: Cadmium, Mercury, Lead and Chromium IV 100 PPM (MG/KG), PVC and PVC blends 1000 PPM (MG/KG).



Notwithstanding any provisions in this Purchase Order to the contrary, Supplier warrants that they will not sell any Product manufactured for, or on behalf of, Essentium or its customers to any third party, or through any market channels, unless prior written consent has been provided by Essentium. Essentium may, in its sole discretion approve or deny any such request. If requested by Buyer, Supplier shall promptly furnish to Buyer in such form and detail as Buyer may direct: (a) a list of all ingredients in the goods; (b) the amount of all ingredients; and (c) information concerning any changes in or additions to such ingredients. Prior to and with the shipment of the goods, Supplier agrees to furnish to Buyer sufficient warning and notice in writing (including appropriate labels on the goods, containers and packing) of any hazardous material that is an ingredient or a part of any of the goods, together with such special handling instructions as may be necessary to advise carriers, Buyer, and their respective employees of how to exercise that measure of care and precaution that will best prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the goods, containers and packing shipped to Buyer.

## **15. Indemnification**

Supplier will indemnify, defend and hold Buyer and its employees, subsidiaries, Affiliates, successors and assigns harmless from and against all claims, damages, losses, costs and expenses, including attorney's fees (including fees for service of subpoena in which claims are asserted against the Supplier) arising from any claim based in part or in whole on (i) the Product, a Recall, Product Specifications, or any design, information technology and processes supplied and/or approved by Supplier; (ii) that any item in subsection (i) infringes or violates any patent, copyright or other intellectual property right of a third party; Supplier expressly waives any claim against Buyer that such infringement arose out of compliance with Buyer's specification; (iii) actual or alleged non-compliance with applicable Law; or (iv) design or product liability alleging that any item in subsection (i) has caused or will in the future cause damages of any kind, or (v) Supplier's breach of any representations, warranties and covenants made under this Purchase Order. Buyer will notify Supplier in writing of any claims made against Buyer. Supplier will reimburse Buyer's expense for counsel if Supplier does not assume control of the defense of a subject claim or respond to a subpoena. Supplier will not make any settlement that affects Buyer's rights or interests without Buyer's prior written approval which will not be unreasonably withheld. If the use by Buyer or its Affiliates, subsidiaries, assigns or customers of any Product or service furnished under this Purchase Order is enjoined ("Infringing Product"), Supplier shall, at its own expense, procure for Buyer the right to continue using the Infringing Product. If Supplier is unable to do so, Supplier shall at its own expense, either replace the Infringing Product with a non-infringing Product or modify the Infringing Product so that it becomes non-infringing. If Supplier is unable to replace or modify the Infringing Product, Supplier shall promptly refund in full all costs paid by Buyer for the Infringing Product. Exercise of these remedies shall not be exclusive of or without prejudice to any other remedies provided in Law or equity which are available to Buyer. If the use of such Products is enjoined, temporarily or permanently, Buyer may return such Products to Supplier for full credit and cancel any remaining portion of the Purchase Order. Supplier will maintain all insurance and/or bonds necessary to satisfy its obligations under this Purchase Order, including without limitation, its obligations set forth in Section 15 hereof. Such insurance shall apply globally, respond in all jurisdictions, and at a minimum, and without limiting the foregoing covenant, Supplier will maintain general liability insurance, automobile insurance, errors, and omissions insurance, recall insurance and worker's compensation insurance as required by Law and necessary to satisfy its obligations under this Purchase Order. If Seller performs any work on Buyer's premises or utilizes the property of Buyer, whether on or off Buyer's premises, Seller shall indemnify and hold Buyer harmless from and against any liability, claims, demands or expenses (including attorney's and other professional fees) for damages to the property of or injuries (including death) to Buyer, its employees or any other person arising from or in connection with Seller's performance of work or use of Buyer's property, except for such liability, claim, or demand arising out of the sole negligence of Buyer.

## **16. Changes**

Buyer reserves the right at any time, to request changes in the specifications, drawings, samples, or other description to which the Products or services are to conform, the quantity and method of shipment and packaging, or in the time or place of Delivery. Supplier will advise Buyer in writing of any impact on cost, manufacturing, or Delivery schedules within 15 days of Buyer's request. Supplier will institute any such change when authorized by Buyer in writing, and Buyer will pay any agreed-upon increase in Supplier's cost attributable to the change. Unless otherwise stated on the face of this Purchase Order or in an attachment to this Purchase Order, Buyer may reschedule any Delivery due at Buyer's facility more than seven (7) calendar days prior to the original scheduled Delivery date without incurring any rescheduling charges or other expense. Supplier will confirm, within 2 days, any changes or reschedules in writing, via mail, facsimile, or electronic data transmission. Supplier will not, without the prior written consent of Buyer, make any process, design, or other changes to the Products. Supplier shall notify Buyer of any changes made to the products via a Product or Process Change Notification (PCN). Buyer shall be notified a minimum of 90 days before the scheduled shipment date of the

Product identified in the PCN. Shipment may occur upon approval of the PCN by Buyer. For Product discontinuance, Supplier shall provide notice of Product discontinuance to Buyer, allowing a minimum of 6 months from the notice to place final orders, and 12 months from the notice for final shipments. This Purchase Order will not be deemed or construed to be modified, amended, rescinded, canceled, or waived in whole or in part, except in writing by Buyer.

## 17. Confidential Information

“Confidential Information” means information on tangible media conspicuously labeled as “proprietary” or “confidential” or with comparable legend (“marked”) provided by one party (“Provider”) to the other party (“Recipient”). Orally disclosed information is also Confidential Information if Provider gives Recipient a marked writing containing a summary, the approximate date and time and the recipients of such disclosure within 30 days of disclosure. No information can be Confidential Information if (i) it is publicly available through no fault of Recipient; (ii) Recipient gets it from a third party who had the right to provide it; (iii) Recipient independently develops it or knew it before receiving it hereunder; or (iv) Provider discloses it to a third party without restriction. Recipient will hold and protect Confidential Information with the same degree of care that it uses with its own information of like importance, but in no event less than a reasonable standard of care. This Section 17 survives fulfillment or earlier termination of the Purchase Order for two years.

## 18. Miscellaneous

Supplier may not subcontract, in whole or in part, any of its obligations under this Agreement without Essentium's express written consent. Supplier will not delegate any duties or assign any rights under this Purchase Order without prior written approval from Buyer. Any attempted delegation or assignment will be void. Notwithstanding the foregoing, nothing herein will be construed to prevent Supplier from assigning its right to receive payments due it under the terms of this Purchase Order. Failure by Buyer to insist upon strict compliance to the terms and conditions of this Purchase Order is not a waiver of the term or condition. The waiver of any term or condition of this Purchase Order must be in writing. No such waiver will be construed as a waiver of any other term or condition nor as a waiver of any subsequent breach of the same term or condition. If any provisions herein will be held to be invalid or unenforceable for any reason such provisions will, to the extent of such invalidity or unenforceability, be reformed or, if necessary, severed to the minimum extent necessary to render the remainder of this Purchase Order to be valid or enforceable, but without in any way affecting the remainder of such provision or any other provision contained herein, all of which will continue in full force and effect. This Purchase Order will be exclusively construed in accordance with, and governed by, the Laws of the State of Texas, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law. Supplier hereby consents to submit any disputes arising hereunder, exclusively to Texas courts with jurisdiction over Travis County, Texas. Any action or proceedings by Buyer against Supplier may be brought by Buyer in any court(s) having jurisdiction over Supplier or, at Buyer's option, in the court(s) having jurisdiction over Buyer's location, in which event Supplier consents to jurisdiction and service of process in accordance with applicable procedures. To the extent required by Executive Order No. 11,246 and its implementing regulations, this Purchase Order incorporates by reference the Equal Opportunity Clause, 41 CFR 60-1.4(a). Supplier represents, to the best of its knowledge and belief, that the Supplier and any of its Principals (as defined in 48 C.F.R. 52.209-5) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency. Supplier represents that it has not within a three-year period preceding this Purchase Order, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this paragraph. The rights and remedies reserved to Buyer in this contract shall be cumulative with, and additional to, all other or further remedies provided in law or equity. Supplier and Buyer are independent contracting parties and nothing in this contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

## 19. Notices

Any notice to Buyer will be directed to Buyers authorized representative. Any notice required pursuant to this Purchase Order will be in writing and will be deemed received as of the date of actual receipt of written notice.

## 20. Flow Down

Suppliers shall flow down the requirements listed on the purchase orders including customer requirements internally and to their supply chain including “Falsification and Concealment” Section 31.

## 21. Inspection, and Defects

- a) The Supplier will deliver Products conforming to applicable specifications (i.e., drawings, specification sheets, etc.) and which are free of all Defects.

- b) Upon request, the Supplier will make available to Buyer all Product test data relating to qualification as well as production yield or evidence of conformance to specifications and quality control.
- c) All Products will be subject to inspection and approval by the buyer. Buyer will have the right to inspect the Products at any time during the manufacturing process at Supplier's facilities or elsewhere provided buyer gives reasonable advance notice of each visit, and such visit does not disrupt the manufacturing capability of a supplier or violate supplier's safety or clean room procedures. Buyer's inspection of Products, whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work-in-process or finished Products.
- d) Buyer may, at its option, reject and return any Products which contain Defective material or workmanship, or which do not conform to this Purchase Order, applicable drawings, specifications, or samples. Rejected Products which Buyer returns to supplier and replacement or repaired Products which are returned to the buyer shall be returned at the Supplier's risk and expense.
- e) The Buyer may, at its option, use a reasonable sampling plan. Lots that fail to pass such sampling plans may, at the Buyer's option, be inspected 100% at the Supplier's reasonable cost. The Buyer may return any defective or non-conforming articles or lots of Supplier at Supplier's risk and expense.
- f) Exercise of these remedies shall not be exclusive of or without prejudice to any other remedies provided in law or equity which are available to the Buyer.
- g) Payment for any Products or services will not constitute final acceptance of them, limit or impair Buyer's right to assert any legal or equitable remedy or relieve Supplier's responsibility for latent defects.
- h) If the Product is rejected, the Supplier agrees to supply the Buyer with a return material authorization number (including replacement Product if requested by the Buyer) and initial failure analysis and a containment plan within twenty-four (24) hours of Supplier's receipt of notification. Supplier further agrees to provide the Buyer with full failure analysis and corrective action responsive within seven (7) days of notification. The Supplier agrees to provide failure analysis and corrective action in the Buyer's requested format.
- i) If replacement Product is found to be non-conforming or Delivery of replacement Product is not fulfilled as required Buyer may, at its option, cancel the related Purchase Order in whole or part, without penalty or liability whatsoever to Buyer and Buyer may avail itself of any remedy set forth herein or according to applicable law.
- j) The date code limitation for all inbound components will be twenty-four (24) months from the date of manufacture.

## 22. Quality System

- a) The supplier shall implement and maintain a quality system that is appropriate to achieve specified product quality requirements as well as requirements not stated by Essentium Inc. but necessary for intended use of the supplied product, where known. The supplier shall maintain a quality system that performs sufficient inspection and tests, as well as identify, control, and prevent unintended use of nonconforming product to ensure product conforms to applicable drawings and specifications. Essentium inc. reserves the right to review supplier's quality system by on-site surveillance.  
The quality system shall incorporate the applicable sections of this note and is desired to be registered to a recognized International Quality Management System standard.
- b) A copy of the Supplier's quality manual (or top-level document) or 3<sup>rd</sup> party registration is to be submitted for approval by Essentium, Inc. The Supplier's quality system is subject to surveillance by representatives of Essentium, Inc. and its customers.
- c) Design Data, Configuration Control.  
The Supplier will not implement any changes to process, Essentium, Inc. drawings or specifications or materials without written approval from Essentium, Inc.
- d) Manufacturing Data.  
The Supplier will maintain a batch or lot identification system that distinguishes one lot from another by use of (as applicable) shop travelers, routers, etc.
- e) Test and Inspections (Including Incoming) with records are maintained showing evidence of conformity.
- f) The Supplier will perform a First Article Inspection (FAI) to verify that the part conforms to the approved data and any additional purchase order requirements, including, if necessary, destructive testing. An FAI should be conducted from any new production line, changes to the manufacturing/quality process such as drawing revision or delta change, or a new supplier.

- g) Identification and Traceability.  
Material and methods used must be identified, including any outside processing, and be traceable by the record to the purchase order-imposed drawings and specifications. Records will be maintained.
- h) Competence and Training.  
Qualification and training level of supplier personnel shall be appropriate to achieve product quality requirements as specified as well as non-stated requirements necessary for intended use of the product. Appropriate records will be maintained. If applicable, specific personnel qualifications requirements will be included in the purchase order or sub-contract. Suppliers shall ensure persons performing work affecting Essentium product and services are aware of their contribution to product or service conformity, their contribution to product safety, and the importance of ethical behavior.
- i) Calibration.  
All calibrations performed internal or external shall be traceable to a national standard. The Supplier will maintain a calibration system in compliance with either ANSI/NCSS Z540, ISO 10012, ISO/IEC17025. Obsolete specifications such as MIL-STD-45662A will be considered acceptable. Calibration shall be performed under suitable environmental conditions only and conditions shall be documented.
- j) Handling, Storage (Segregation), and Packaging.  
The supplier will maintain a suitable system for handling, storage (segregation), and packaging including shelf-life and scrap items. The Supplier will use good commercial practices for the preservation and packaging of items supplied to Essentium, Inc.
- k) Nonconformities.  
The Supplier is responsible for establishing controls to ensure that products/services not conforming to the purchase order are identified, segregated, dispositioned, and controlled to prevent inadvertent use.

### **23. Record Completion and Retention**

Completed, legible documentation supporting the requirements of the purchase order will be maintained on file for a minimum of ten (10) years unless a longer period is specified on the purchase order. The documentation will include, but not limited to, material certifications, manufacturing, and inspection reports.

### **24. Shelf-Life Items**

Limited-life materials will be identified by either 1) the date at which the useful life has begun [DOM] and the expected shelf life; or, 2) the date the useful life will be expended [expiration date], and, have at least 75% of their expected shelf life remaining at the time of receipt by Buyer.

### **25. Conformity Document.**

The Supplier will provide a Manufacturer's Certificate of Conformance (C of C) document, including any raw material or process certificates, as acceptable proof of conformity with each shipment. The C of C, signed by an authorized individual, certifies that all product or services have met the requirements of the purchase order, including drawings and specifications at the prescribed revision level of the product and shall include at a minimum:

Company Name and address

Date of certification

Essentium, Inc.'s purchase order number

Essentium Inc.'s part number and revision (as it appears on the contract)

Part Description

Quantity

Applicable material and test specifications and revision identification

Raw material lot number or other traceability information (as applicable)

Reference to Test Reports for all raw material, traceable by batch/lot number identification of exceptions (these would include a deviation or waiver, if applicable)

It is the Supplier's responsibility to review test reports and CofC's of sub-tier purchased material or service.

### **26. Right of Access**

Buyer and its customers (when accompanied by Buyer) reserve the right of access to all facilities and all relevant records involved in the purchase order.

### **27. Changes to Organization or Quality System**

The Supplier will notify Essentium, Inc. in the writing of any adverse change in the status of its quality control system, including any location or transfer of supplier manufacturing operations, which may affect the quality of supply.

## **28. Non-Conforming Products**

The Supplier must provide a disclosure notification letter to Buyer in the event of any failure, malfunction, or defect, which would affect previously delivered products.

The Supplier will immediately notify Buyer of non-conforming items that have left the Supplier's quality system, and contain, investigate for root cause, and implement corrective action.

## **29. MRB Authority**

Supplier Material Review Board (MRB) authority is not allowed on Products for this contract, including Supplier'-designed Products. Supplier shall notify Buyer of any "Repair" or "Use-As-Is" disposition of nonconforming material when identified. Supplier must submit all "Repair" or "Use-As-Is" dispositions for Buyer's disposition prior to shipment.

## **30. Foreign Object Debris (FOD)**

Supplier shall maintain a FOD Prevention System that ensures that no foreign objects are embedded or become part of the final product. See NAS412 as guidance

## **31. Protection of all Data, Electronic and Physical**

Suppliers shall maintain a security system in compliance with DFAR 252.204-7012 and FAR 52.204-21.

## **32. International Traffic and Arms Regulation (ITAR), Export Administration Regulations (EAR)**

Supplier acknowledges that Essentium may provide technical data (includes drawings, specifications, models, software, other documentation) subject to Export Control laws and any such Technical Data will be indicated as "ITAR-controlled" or "EAR-controlled". This technical data (as well as components) may not be disclosed to any foreign persons or foreign commercial entities, including employees, consultants, subcontractors, vendors, or suppliers. The technical data will only be utilized for the manufacture of articles required by the purchase order. The supplier will convey the same requirements to their sub-tier suppliers. The supplier also agrees to destroy or return all such technical data upon completion of the purchase order or return to Essentium Inc.

## **33. Discrimination**

Supplier agrees, in connection with the performance of work under this order, not to discriminate against any employee or applicant for employment because of race, sex, religion, color, national origin, disability, or status as a disabled veteran, recently separated veteran, armed forces service medal veteran, or other covered veteran. Unless exempted, Section 202, paragraphs 1 through 7 of Executive order 11246 as amended, and the affirmative action clauses as set forth in 41 C.F.R. 60- 741.4 and 41 C.F.R. 60-300.4 and 41 C.F.R. 61-300.10 (for contracts of \$10,000.00 or more) are incorporated herein by reference.

## **34. Revision Levels**

Unless otherwise specified, all hardware items/services/ products/ raw material and other items are to be supplied to the latest revision level valid at time of receipt at Essentium Inc.

## **35. Counterfeits Parts**

All Suppliers or distributors shall guard against the use of and delivery of "counterfeit" parts or components to Buyer. The Supplier shall ensure that only new materials are used in products ultimately delivered to Buyer. A "counterfeit" part is defined as: "A part falsely represented in some manner, e.g., manufacturer, part number, date code, lot code, reliability level, markings, used, etc." For product to be delivered to Buyer, the Supplier shall only use components, parts, and material directly from the Original Equipment Manufacturer (OEM) or a Franchised Distributor of the OEM. Only the part manufacturer described in the part data sheet, specification, or purchase order shall be selected for delivery to Buyer. Any departure from the manufacturer called out in the part documentation shall require written approval from Buyer prior to delivery. To comply with this requirement the Supplier shall maintain a Counterfeit Parts Prevention system per AS6174, AS6801 or similar as applicable to the product.

The Supplier should be capable of providing full traceability for the material being purchased, including names and addresses or prior sources (if any). The Supplier shall maintain records containing date and/or lot and/or heat codes (if applicable), and any serialization or unique item identifiers associated with the purchase order or invoice

The Supplier may be liable for remedial costs should any counterfeit material be provided. Buyer is not obligated to return suspect or confirmed counterfeit material and Buyer may elect to scrap any known counterfeit material. The Supplier shall maintain product liability/ completed operations insurance with limits of at least \$1,000,000 per occurrence and shall

provide proof of insurance when requested by Buyer. Any knowing and willful act to falsify, conceal or alter a material fact, or any false, fraudulent, or fictitious statement or representation in connection with the performance of work under this purchase order may be punishable in accordance with applicable legal statutes.

### **36. Cut sizes, weights, quantities.**

- a) All product supplied under any purchase order shall be to the quantity, size and weight specified.
- b) Whenever cutting is specified or cutting is required to achieve the specified size of material, the specified length shall be considered a minimum with the maximum length not more than .125" longer.
- c) When quantity is specified on the contract, the quantity shall not be deviated from unless specifically allowed on the face of the purchase order. Essentium reserves the right to reject quantities delivered in excess above the quantity specified on the purchase order.
- d) When the product is supplied by weight, the weight delivered shall not vary from the purchase order by more than 1%, unless product is supplied in standard commercial sizes only. Deviation shall be resolved between Supplier and buyer prior to shipment.

### **37. Falsification and Concealment**

Essentium performs work under contracts which are within the jurisdiction of departments of the United States Government. Some of the work performed under these contracts affects the national security of the United States and the requirements of these contracts are designed to ensure that essential attributes of the work are carefully checked or inspected and that records accurately reflect the results of all work. Any falsification, concealment, or alteration of any material fact, or any false, fraudulent, or fictitious statement or representation in connection with the work under any contract within the jurisdiction of the Government is not only prohibited but may also be punishable under Federal Law. Supplier agrees that all employees engaged in the performance of this purchase order shall be, if they have not been previously, informed in writing prior to commencing performance of work under this purchase order that there is a risk of Federal criminal penalties associated with any falsification, concealment, or misrepresentation in connection with work performed under this purchase order. Such statements shall be retained by the Supplier for at least the minimum record retention outlined on this Purchase order. Supplier shall include all provisions of this Article including this sentence in all lower-tier contracts under this order. Any inability or unwillingness of a lower-tier supplier to comply with this provision shall be documented in writing and submitted to Buyer. Supplier shall advise Buyer promptly upon identification of any potential or actual fraud and falsification incidents pertaining to this order and occurring either within its own organization or within its sub-tier(s) organization.

### **38. Language**

All working documents, such as the quality manual and technical/quality data, must be in the English language and retrievable in a form acceptable to Essentium and its customers.

### 39. FAR/DFAR Clauses in Support of U.S. Government Contracts

If an Order is placed at any tier under a Prime Contract, additional U.S. Government (hereinafter, "Government") Clauses shall apply as set forth herein. In the event of a conflict between a provision in this document and the Terms and Conditions of the Order, this document shall control to the extent permitted by law. Terms not defined herein shall have the meaning ascribed to them in the Terms and Conditions of the Order.

While Buyer has made every effort to include every potentially applicable Clause in this document, Clauses, the inclusion of which in a subcontract to a Prime Contract is mandatory under Government Acquisition Regulations, shall be considered to be included by operation of law, even if it has been omitted from this document and the Order.

Supplier shall incorporate into each lower-tier subcontract placed in support of the Order all applicable Clauses in accordance with the flow down requirements specified in each such Clause.

Supplier shall indemnify and hold Buyer harmless from and against any cost, price reduction, withholding, offset, penalty, interest, claim, demand, determination of unallowability or unallocability, or any other civil, criminal, or administrative liability, whether arising under statute, regulation, contract or common law, and shall reimburse Buyer for all of its damages and associated costs, including reasonable attorney fees and other expenses, if said liability is attributable to the Supplier or Supplier's subcontractors' failure to comply with the applicable Clauses.

Notwithstanding any other provisions in this document, Supplier shall comply with, and shall support Buyer's compliance with, any applicable Government Acquisition Regulations and policies.

Copies of the text are available at <https://www.acquisition.gov/browse/index/far> and <https://www.acquisition.gov/dfars>.

FAR Clause	Title
52.203-6	Restriction on Subcontractor Sales to the Government
52.203-7	Anti-Kickback Procedures
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
52.203-13	Contractor Code of Business Ethics and Conduct
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights
52.203-18	Prohibition of Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation
52.203-19	Prohibition of Requiring Certain Internal Confidentiality Agreements or Statements
52.204-9	Personal Identity Verification of Contractor Personnel
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards
52.204-21	Basic Safeguarding of Covered Contractor Information Systems
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment
52.208-7000	Intent to Furnish Precious Metals as Government-Furnished Material
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jun 2020) (Applies to contracts over the threshold specified in FAR 9.405-2(b) on the date of award of this contract)
52.211-15	Defense Priority and Allocation Requirements
52.214-26	Audit and Records-Sealed Bidding
52.215-2	Audit and Records-Negotiation
52.215-12	Subcontractor Certified Cost or Pricing Data
52.215-13	Subcontractor Certified Cost or Pricing Data-Modifications
52.215-14	Integrity of Unit Price
52.215-15	Pension Adjustments and Asset Reversions
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions



52.215-19	Notification of Ownership Changes
52.215-23	Limitations on Pass-Through Charges
52.219-8	Utilization of Small Business Concerns
52.222-4	Contract Work Hours and Safety Standards -Overtime Compensation
52.222-21	Prohibition of Segregated Facilities
52.222-26	Equal Opportunity
52.222-35	Equal Opportunity for Veterans
52.222-36	Equal Opportunity for Workers with Disabilities
52.222-37	Employment Reports on Veterans
52.222-40	Notification of Employee Rights under the National Labor Relations Act
52.222-41	Service Contract Labor Standards
52.222-50	Combating Trafficking in Persons
52.222-54	Employment Eligibility Verification
52.222-55	Minimum Wages Under Executive Order 13658
52.222-62	Paid Sick Leave Under Executive Order 13706
52.223-6	Drug-Free Workplace
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.224-3	Privacy training
52.225-13	Restrictions on Certain Foreign Purchases
52.227-1	Authorization and Consent
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-10	Filing of Patent Applications – Classified Subject Matter
52.227-11	Patent Rights-Ownership by the Contractor
52.230-2	Cost Accounting Standards
52.230-3	Disclosure and Consistency of Cost Accounting Practices
52.232-40	Providing Accelerated Payments to Small Business Subcontractors
52.242-15	Stop-Work Order
52.244-6	Subcontracts for Commercial Items
52.245-1	Government Property
52.246-4	Inspection of Services-Fixed-Price
52.246-9	Inspection of Research and Development (Short Form)
52.247-64	Preference of Privately Owned U.S.-Flag Commercial Vessels

DFAR Clause	Title
252.203-7000	Requirements Relating to Compensation of Former DoD Officials
252.203-7001	Prohibition on Persons Convicted of Fraud
252.203-7002	Requirement to Inform Employees of Whistleblower Rights
252.204-7000	Disclosure of Information
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services
252.204-7020	NIST SP 800-171 DoD Assessment Requirements
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism
252.211-7003	Item Unique Identification and Valuation
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials
252.225-7048	Export-Controlled Items
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
252.227-7016	Rights in Bid or Proposal Information
252.227-7018	Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program
252.227-7019	Validation of Asserted Restrictions--Computer Software
252.227-7037	Validation of Restrictive Markings on Technical Data
252.228-7001	Ground and Flight Risk
252.244-7000	Subcontracts for Commercial Items
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System
252.246-7008	Sources of Electronic Parts
252.247-7023	Transportation of Supplies by Sea