



PURCHASE TERMS & CONDITIONS Greene, Tweed & Co. Ltd

- 1. Acceptance.** Each Order for goods placed by **Greene, Tweed & Co. Ltd** (“Buyer”) (the “Purchase Order”) shall be on these terms and conditions. Any proposal by Seller or attempt by Seller to vary in any degree any of the terms or conditions of this Purchase Order shall not operate as a rejection of this Purchase Order unless such variances are in the terms of the description, quantity, price or delivery schedule of the Articles but shall be deemed a material alteration hereof, and this Purchase Order shall be deemed accepted by the Seller without said additional or different terms. If Seller has not otherwise accepted this Purchase Order, Seller, by commencing work, or notifying Buyer of its commencement of work or by shipping any Articles, shall be deemed to have accepted all the terms and conditions contained herein. No other terms or conditions endorsed upon delivery with or contained in the Seller’s quotation, acknowledged or acceptance of order, specification or similar document will form part of the contract and the Seller waives any right which it otherwise might have to rely on such terms and conditions. Each Order for articles placed by the Buyer shall be deemed to be an offer by the Buyer.
- 2. Price.** All prices stated by Buyer on or with this Purchase Order shall (a) constitute the entire consideration to Seller for all articles sold to Buyer pursuant to the terms of this Purchase Order and all parts to and instructions for the assembly, use and care of such articles (collectively, referred to as “Articles”), services, labour, boxing, crating, packaging, shipping and handling, freight duty drawback rights transferable from Seller to Buyer and warranties; and (b) be deemed to exclude VAT but inclusive of all other charges including provincial and local taxes and customs duties, the amount of which taxes and duties shall be itemised separately on Seller’s invoice. Buyer shall not be liable for any interest or any late or penalty charges for failure to pay Seller’s invoices when due. Time for payment shall not be of the essence. If, during the term of this contract, (i) Seller offers like articles in similar or lesser quantities to other buyers at lower prices per unit, or (ii) the prevailing market price per unit for like articles offered in similar or lesser quantities is lower than that offered to Buyer, then the prices stated hereon shall be automatically amended to the lower price, effective the earliest date on which such lower price was offered. Any reduction in applicable freight rates, custom duties and taxes from those in force on the date of this Purchase Order, whether separately stated or not, shall be paid to Buyer or credited against the price of the Articles. No increase in the price for the Articles or extra charges will be accepted by the Buyer. Buyer’s payment or promise of payment for Articles shall not constitute acceptance thereof. Seller shall inform Buyer of the existence of any duty drawback rights transferable from Seller to Buyer and upon request, supply such documents as may be necessary for Buyer to acquire such rights. Seller shall credit against the price of the Articles or reimburse Buyer for any custom duties owed or paid by Buyer, for which drawback rights exist and which are not validly and promptly transferred by Seller to Buyer. The Buyer may set-off any amount owing to it at any time against any amount payable.
- 3. Substitution.** Without the prior express written approval of Buyer, Seller may not supply to Buyer articles which are alternatives to, substitutions for or like the articles which Buyer has ordered pursuant to this Purchase. Buyer shall have the right to inspect and reject any

alternative, substitute or like articles before becoming liable or obligated in any manner for them.

4. **Assignment and Sub-Contracting**. The Seller shall not assign any Order in whole or in part of any benefit or interest herein without the prior written consent of the Buyer.

The Buyer may assign or otherwise transfer any Order in whole or in part or any benefit or interest therein to any party by written notice to the Seller.

The Seller shall not sub-contract the whole or in any part of any Order without the prior written consent of the Buyer. If such consent is given it shall not relieve the Seller from any liability or obligation under the Order and the Seller shall be responsible for the acts, omissions, defaults or negligence of any sub-contractor, its agents, servants or workmen as fully as if they were the acts, omissions, defaults or negligence of the Seller.

5. **Cancellation/Termination**. Buyer may cancel all or any part of this Purchase Order without charge, cost, obligation or penalty (i) if a default occurs under this Purchase Order or (ii) for the convenience of the Buyer. Buyer shall not be liable for any direct, indirect, special, incidental, punitive or consequential damages or payment resulting from its cancellation of all or any part of this Purchase Order.
6. **Delivery**. Articles shall be delivered, carriage paid, to the Buyer's place of business or to such other place of delivery as is agreed by the Company in writing prior to delivery of the Articles and during the Buyer's usual business hours. The Seller shall offload the Articles as directed by the Buyer. The type of packing material shall be such as will adequately protect the Articles in transit and shall be marked in accordance with the Buyer's instructions. The date for delivery of the Articles shall be specified in the Purchase Order, or if no such date is specified then delivery shall take place within [28] days of the Order. Time for delivery shall be of the essence. Where the Articles are to be delivered in instalments, the Contract will be treated as a single contract and not severable but should the Seller fail to deliver any one instalment, the Buyer is entitled to treat the whole Contract as repudiated.
7. **Risk of Loss and Title**. Notwithstanding any F.O.B. term to the contrary, Seller shall bear all risk of loss or damage until delivery to and acceptance by Buyer. Buyer's count shall be conclusive on all shipments not accompanied by a packing slip. Excess Articles may be returned by Buyer at Seller's expense. All Articles may, at Seller's cost, be inspected by Buyer at any time or place, and such inspection shall not waive, diminish or otherwise affect any of Seller's express or implied warranties and shall not constitute acceptance of any Articles. Buyer shall be deemed to have accepted Articles only after a reasonable time for discovery of defects, even if Buyer has previously inspected Articles. Ownership of the Articles shall pass to the Buyer at the time of actual delivery.
8. **Audit/Quality Control**. Buyer may, at its discretion, conduct audits of Seller's and Seller's suppliers' ("Suppliers") performance under the terms of this Purchase Order and all of Seller's contracts with Suppliers ("Supplier Contracts"). Seller shall include in its place, including, but not limited to, the plants of Seller and all Suppliers, and at all production stages, of materials intended for incorporation into Buyer's products. Such audits by Buyer will be performed with the knowledge of and jointly with Seller or Supplier (as applicable). Seller shall (and shall cause each Supplier to) permit Buyer, its customers, government

personnel, and any designated representatives of any of the foregoing (collectively, the “Inspecting Persons”), to arrange visits to Seller’s offices, manufacturing facilities and warehouses, and shall arrange for such Inspecting Persons to visit the offices, manufacturing facilities, and warehouses of Seller’s Suppliers, to conduct audits with respect to (i) the products and materials being purchased under this Purchase Order and all Supplier Contracts, and (ii) a review of delivery, quality programs, and stock levels of both dedicated and standard inventory items. Seller shall (i) make all products covered by this Purchase Order with batch and lot numbers, and (ii) cause each Supplier to make all products supplied to Seller with batch and lot numbers, so that all such products may be traced and identified in the event of quality problems.

Buyers documents and drawings are revised, when necessary, by the issue of new editions. Seller must ensure that they are in possession of the latest edition and that previous editions are destroyed.

8.1. Records shall consist of all books, written and/or electronic records, and other documentation relating to work done and products, materials or services supplied in connection with this Purchase Order. Seller shall make, and arrange to have their Suppliers make all such books, records, and documentation available for examination and copying by Buyer and/or Buyer’s authorised representatives. Record control related to Buyer’s purchase orders and product shall be in accordance with Seller’s standard procedure for control of records; such procedure to meet, at a minimum, the requirements of ISO 9001 and/or AS9100. Records shall remain legible, readily identifiable and retrievable within seventy-two (72) hours of Buyer’s request to the Seller. Records shall be retained and remain available for review for a period of ten (10) years after completion of the work of Buyer’s purchase order unless otherwise specified by the purchase order and/or specifications.

9. **Quality & Warranties.** In addition to all express warranties made by Seller to Buyer and all warranties implied by fact or law, Seller warrants as follows: that all Articles shall be merchantable, free from defect, new and the best of their respective kinds (unless otherwise specified) and of the highest quality, workmanship and material. Seller further warrants that: (1) the title conveyed in each and every sale shall be good and that its transfer is rightful; (2) each and every Article sold shall be delivered free from any security interest or other lien, charge, claim or encumbrance; (3) each and every Article sold shall be delivered free of the rightful claim of any third person by way of infringement of copyright, patent or trademark, (4) each and every Article sold shall be fit for the ordinary purposes for which products of that description are used, (5) each and every Article sold shall be adequately contained, packaged, and labelled, and conform to the promises and affirmations of fact made on the container and label, if any; and (6) each and every Article sold shall be fit for any particular purpose for which the Articles are required. Seller hereby provides any and all expenses and implied warranties that may arise from course of dealing or usage of trade. [Furthermore, all Articles shall conform exactly to (i) samples, models, drawings and specifications which Buyer has provided to Seller and (ii) samples, models, drawings and specifications which Seller has provided to Buyer and which Buyer has approved.] In addition, any and all express and implied warranties provided by Buyer hereunder extend to any person who may reasonably be expected to use, consume, or be affected by the Articles. In addition to all other remedies, failure of any Article to meet such standards may require immediate correction or replacement of such Article at Seller’s sole expense, including transportation and insurance costs to and from Seller. If Seller fails or refuses to make any correction

and/or replacement as so required, Buyer may: (a) pursue all remedies provided under this Purchase Order, at law and in equity; and/or (b) reprocore any or all Articles or parts thereof and/or procure correction thereof, and Seller shall be liable for all costs of such reprocessing and/or correction, and/or (c) retain any of Article or parts thereof at a reduction in price equivalent to the decreased value thereof, as solely determined by Buyer. Buyer in no way guarantees any quantities to Seller, has no responsibility for inventories maintained by Seller and is not liable for any losses or costs resulting from obsolescence or restocking of unused or returned Articles.

10. **Indemnification and Insurance.** Seller shall indemnify, defend and hold harmless Buyer, Buyer's officers, directors, owners, employees and agents from and against any and all claims, suits, actions, damages, costs, liabilities, expenses and losses, including, without limitation, all legal costs, court costs, all other costs of investigation and litigation and reasonable lost profits, (collectively, referred to as "Losses") resulting directly or indirectly: (a) from any breach of warranty, whether expressed or implied, including, without limitation, death or injuries to persons and/or property damage caused by defective materials or workmanship; (b) from infringement of patents, copyrights or trademarks resulting from the use, possession or ownership of any Articles by Buyer; (c) from dilution of U.S. or non-U.S. trademarks resulting from the use, possession or ownership of any Article by Buyer; (d) from misappropriation of trade secrets; (e) from breach of confidential relationship; and (f) due to death or injuries to persons and/or property damage resulting directly or indirectly, from the acts or omissions of Seller, its employees, agents or contractors in the performance of this Purchase Order, whether or not negligent or amounting to a breach hereof. Seller shall defend any suit or threatened suit whose claims are within the scope hereof whether or not groundless. Seller agrees to obtain and maintain at its expense a policy or policies of general liability insurance (which shall include, without limitation, products liability coverage), in the amount of £2,000,000.00 (two million pounds sterling) and in such companies and containing such other provisions which shall be satisfactory to Buyer, covering Articles sold to Buyer hereunder. All such policies shall provide that the coverage thereunder shall not be terminated without at least thirty (30) business days' prior written notice to Buyer.³ In the event an injunction is obtained against use of the Articles, and in addition to any other remedies available to Buyer, Seller shall have the obligation to do any of the following, at no cost to Buyer: procure for Buyer the right to continue using such Articles; or replace the same with equivalent or better non-infringing goods; or modify the Articles, so that they become non-infringing, provided they perform in an equivalent or better manner.
11. **Work Performed on Premises of Buyer or Buyer's Customers.** If this Purchase Order includes any work or services to be performed by Seller on the premises of Buyer and/or Buyer's customer(s), Seller shall perform those services as an independent contractor, with sole responsibility for all persons employed in connection therewith. In performing said services, Seller shall give its best personal attention to such work and/or services, and perform same with the utmost skill and expeditiousness, comply with all applicable laws, maintain all risks insurance in respect of such risks.
12. **Default.** Each of the following shall, at Buyer's option, be an event of default hereof: (a) Seller fails to make delivery of the exact quantity of Articles or fails to perform the exact work or services at the exact time specified hereon; (b) Seller breaches or fails to perform (whether material or not) any of the warranties or other terms or conditions of this Purchase Order; or (c) Buyer reasonably deems itself insecure. On default by Seller, Buyer, in addition

to all other remedies given at law and in equity, may at no cost or liability cancel its obligations under all or any part hereof and (whether or not Buyer cancels) may require Seller to indemnify, defend and hold harmless Buyer from all Losses, including, without limitation, all direct, indirect, special, incidental and consequential damages, costs of procurement of Articles (including transportation and insurance charges) and all attorney's fees and expenses and court costs, arising directly or indirectly from Seller's default. Seller shall continue performance of any part hereof which is not cancelled.

13. **Force Majeure**. Buyer may at any time suspend performance (including, without limitation, acceptance of Articles) and payment for a reasonable time, or terminate all or a portion of this Purchase Order because of a force majeure, including, without limitation, war, acts of God or the public enemy, fire, explosion, labor disputes, strikes, riot, flood, epidemics, quarantine restrictions, freight embargos, severe weather, interruptions of Buyer's operations, governmental action, or any other event or condition of like or different character beyond Buyer's reasonable control. Buyer shall not be subject to any liability direct, indirect, special, incidental or consequential, to Seller because of the foregoing. Seller shall continue performance of any portion hereof which is not so suspended or terminated and such suspension or termination shall not in any way curtail Buyer's rights to pursue any remedies for Seller's default.
14. **Changes**. Buyer may at any time by written order make changes to this Purchase Order. If, within five (5) business days of the receipt of such order, Seller shall not deliver to Buyer a written statement showing the effect of any such change (not to include delay costs), all Seller's claims for equitable adjustment occasioned by such change shall be waived. Seller shall not put any such change into effect until such equitable adjustment shall be made by it in writing and approved by Buyer or (if sooner) when Seller's claims for adjustment have been waived.
15. **Special Tooling**. All special tooling (including, without limitation, all designs, tools, jigs, dies, molds, fixtures, templates, patterns and drawings) furnished to the Seller by the Buyer, or specifically paid for in full or in part by the Buyer, for use in the performance of this Purchase Order shall be and remain the property of the Buyer, shall be subject to removal upon the Buyer's instruction and shall be used only in filling Buyer's orders. All of such special tooling shall be held at the Seller's risk, and unless Buyer has notified Seller to the contrary, shall be kept in first-class condition, shall be replaced by Seller when necessary at Seller's sole cost and shall be kept insured by the Seller at the Seller's expense while in its custody in an amount equal to the replacement cost thereof, with loss payable to the Buyer. Copies of policies or certificates of such insurance shall be furnished to Buyer on demand.
16. **Government Contracts**. If this Purchase Order is for material to be used by Buyer in performance of a public government contract, Seller shall comply with all laws and regulations applicable to it as a subcontractor or supplier under a public government contract. If requested, Buyer will provide Seller with copies of the applicable government requirements.
17. **Liability**. Without limiting any other remedy, if any Articles are not supplied in accordance with the Contract, then the Buyer shall be entitled:

17.1. to rescind the Order;

- 17.2. to reject the Articles (in whole or in part) and return them to the Seller at the risk and cost of the Seller on the basis that a full refund for the Articles so returned shall be paid immediately by the Seller;
- 17.3. to refuse to accept any further deliveries of the Articles but without any liability to the Seller;
- 17.4. to carry out at the Seller's expense any work necessary to make the Articles comply with the Contract;
- 17.5. to claim such damages as may have been sustained in consequence of the Seller's breaches of the Contract;
- 17.6. to require the Seller at the Seller's cost to repair the Articles or to supply replacement Articles in accordance with the Contract within seven days; or
- 17.7. at the Buyer's sole option, and whether or not the Buyer has previously required the Seller to repair the Articles or to supply any replacement Articles, to treat the Contract as discharged by the Seller's breach and require the repayment of any part of the price which has been paid.

The Seller shall indemnify the Company in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with:

- 17.8. defective workmanship, quality or materials;
 - 17.9. breach of any warranty given by the Seller in relation to the Articles;
 - 17.10. an infringement or alleged infringement of any intellectual property rights caused by the use, manufacture or supply of the Articles;
 - 17.11. any liability under the Consumer Protection Act 1987 or other consumer regulations in respect of the Articles;
 - 17.12. any claim made against the Buyer in respect of any liability, loss, damage, injury, cost or expense sustained by the Buyer's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Articles;
 - 17.13. any act or omission of the Seller or its employees, agents or sub-contractors in supplying, delivering [and installing the Articles];
 - 17.14. failure by the Seller to deliver the Articles within the time specified in the Order; and
 - 17.15. any claim that the Articles do not conform with Section 6 of the Health and Safety at Work Act 1974.
18. **Health Safety and Environmental protection.** The Seller shall comply with the provisions of this Condition 18 in addition to any requirements of the order concerning health and safety, the environment and nothing in this Condition 18 shall relieve the obligations of the seller to comply with its statutory obligations in so far as they relate to the order.
- 18.1. The seller shall in relation to all persons involved in or likely to be involved in the provisions of the goods or services take such steps as are necessary to ensure their health and safety at all times during the provision of the goods and services.
 - 18.2. The Seller shall carry out such tests and examinations of the goods as may be necessary to ensure the health and safety of anyone who is in, or is likely to come into contact with or otherwise be affected by the use, or handling or storage of such items.

- 18.3. The Seller shall give the Buyer notice in writing within a reasonable time prior to the delivery of the goods of anything which is toxic or explosive or otherwise hazardous to the health and safety of persons or property. The notice shall identify the hazard(s) and give full details of the precautions to be taken when using, handling or otherwise coming into contact with such goods together with details of the safe manner of use, handling, transport and storage. The Seller shall also ensure that at the time of delivery every such thing is suitably packed and is identified on the outside as hazardous.
- 18.4. The Seller shall not treat, keep or dispose of any waste produced and/or carried by the Seller as a result of executing the Order in a manner likely to cause harm to the health and safety of any person or to the environment and shall comply with every statutory duty which is relevant.
- 18.5. The Seller shall during the execution of the Order, take such steps as are reasonably practicable to avoid (or, where avoidance is not possible, to minimise) harm to the environment.
- 18.6. The Seller shall make available for inspection to the Buyer at all times, all registers, records and any other documentation concerning health and safety and environmental matters and relating to the Order.
- 18.7. The Seller shall be responsible for the regulatory and legal inspections of its materials and shall produce the relevant certifications upon demand.
- 18.8. The Seller shall send to the Buyer a copy of every notice or other communication received from or sent to any person or body concerning health and safety and/or environmental matters relating to the goods and/or services.
- 18.9. The Seller shall ensure that all sub-contractors comply with the provisions of Condition 18.
19. **Miscellaneous.** Buyer's purchase order number must appear on all invoices, correspondence, packages and bills of lading. Seller will mail bills of lading and shipping notice directly to destination on the day of shipment. Seller shall provide to Buyer, prior to the delivery of any Articles, appropriate Material Safety Data Sheets and/or Hazardous Material Data Sheets where applicable. Seller's obligations hereunder shall be severable or divisible, notwithstanding the acceptance of, or payment for partial delivery or any authorisation for instalment deliveries. No delay in exercising or failure to exercise, any right or remedy by Buyer under this Purchase Order shall constitute a waiver of such right or remedy or of any other right or remedy (including without limitation, Buyer's rights of cancellation). If any term of this Purchase Order shall be unenforceable, the remainder shall continue in full force and effect if not terminated by Buyer. All rights and remedies of Buyer hereunder shall be cumulative and not exclusive. Buyer shall not be liable to Seller for indirect, incidental, special or consequential damages of any sort in any conflict between the printed, typed, written and/or stamped provisions of this Purchase Order. Buyer shall have the right to make changes to this Purchase Order. Such changes shall include but not be limited to changes in Buyer's drawings and specifications upon which the Purchase Order is based. Should any change affect any prices contained herein or delivery time, Seller shall, before proceeding, notify Buyer of price changes and receive Buyer's agreement thereto. No modification, amendment, rescission, discharge, abandonment or waiver of this Purchase Order in whole or part (collectively, referred to as "Changes") shall be binding on Buyer unless signed by an authorised representative of Buyer. Any Changes not so authorised shall not be paid. Any notice to Buyer shall be given by certified mail, return receipt requested to Buyer at Buyer's



address set forth above, or such other address or party as Buyer shall designate. This Purchase Order shall be governed by English Law and constitutes the entire understanding of the parties. No prior course of dealing between the parties and no usage of the trade shall be relevant to supplement or construe against Buyer any of the terms hereof. Seller consents to the exclusive jurisdiction of **the courts of England** in any and all actions and proceedings arising hereunder and irrevocably agrees to service of process by certified mail, return receipt requested, at Seller's principal place of business. The Parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act.