

## Purchase Order Terms and Conditions

ALL MATERIALS SUPPLIED TO AIRBOSS OF AMERICA DIVISIONS FOR RUBBER COMPOUNDING MUST BE DELIVERED WITH A MINIMUM OF 70% REMAINING SHELF LIFE OF THE PRODUCT.

MATERIAL TEST RESULTS MUST ACCOMPANY EACH SHIPMENT.  
ALL MATERIAL MUST SHOW THE AIRBOSS CODE NUMBER.

Safety Data Sheet (SDS) of materials must be made available to AIRBOSS prior to shipment.

Each skid of coded materials must have a WHMIS "Workplace Hazardous Material Information System" label or GHS (Global Harmonized System) label conforming to Canadian or US legislation (depending on AIRBOSS delivery location) and must be clearly visible.

Nonconformances: Questions of acceptance of material on account of defects will be determined by AIRBOSS Quality Department.

An AIRBOSS representative has right of access to perform surveillance and verify compliance with specified contract requirements.

Supplier must conform to the latest approved revision of the ISO 9001 standard or equivalent as a minimum in performance of this Order and Supplier's performance of its obligations under this Order shall be in compliance with all federal, provincial, state and local laws, ordinances, rules, codes, standards and regulations that are applicable to such Order, including but not limited to the United States Foreign Corrupt Practices Act, the Arms Export Control Act, the International Traffic in Arms Regulations, the Export Administration Act and the Export Administration Regulations, including the requirement for obtaining any export license or agreement, if applicable (collectively, "Laws"). Supplier shall furnish AIRBOSS with certificates of compliance, where required under such applicable Laws or when reasonably requested by AIRBOSS. Each invoice rendered to AIRBOSS under an Order shall constitute written assurance by Supplier that Supplier has fully complied with all applicable Laws. An AIRBOSS representative has right of access to perform surveillance and verify compliance with the foregoing contractual standards and legal requirements. Supplier will also confirm with the latest version of the AIRBOSS Supplier Requirements Manual.

No terms or conditions, other than those stated herein, and no agreement or understanding in any way modifying the terms and conditions herein stated, shall be binding upon AIRBOSS unless made in writing and signed by its purchasing department, and AIRBOSS hereby expressly rejects any and additional or different terms proposed by Supplier irrespective of where contained.

Acceptance of this Order and/or the provision of goods referenced in this Order to AIRBOSS by Supplier shall constitute a contract and Supplier's assent to these exclusive conditions of purchase.

Supplier warrants that the articles or materials furnished under this Order shall conform to this contract and shall be of good workmanship and quality, free of all defects and fit for the purpose for which they are intended.

Supplier shall indemnify and hold harmless AIRBOSS from and against any and all obligations, liabilities, claims and demands for damages to property, or injuries to or death of any persons which may be asserted

against purchaser or its property by reason of or related to any acts or omissions of Supplier in connection with Supplier's obligations hereunder. In addition to other remedies of AIRBOSS, it may withhold out of amounts otherwise due Supplier sums sufficient to compensate itself for any loss or damage sustained as a result of any claims or liabilities caused by Seller for any reason.

Supplier will defend AIRBOSS against any claims or legal actions and will indemnify and save harmless AIRBOSS against any damages, costs, and attorneys fees incident to any infringement or claimed infringement of any patent in the manufacture and/or sale of the articles or materials covered by this purchase or connected with the use thereof by AIRBOSS, provided, however, that AIRBOSS may be represented in any such legal actions or settlement of such claims by attorneys of its own expense.

In addition to all remedies provided herein, AIRBOSS hereby reserves all additional rights and remedies provided by law or equity.

Acknowledgment of this Order shall be provided to the AIRBOSS within 24 hours after receipt including delivery date confirmation. If acknowledgment is not made within this timeframe AIRBOSS will assume Supplier has accepted the requested date of this Order and Supplier will be contractually held against this date. Delivery obligations on this Order are to be met and if for some reason this should not be possible, Supplier is to advise AIRBOSS in advance of the original delivery date of a new delivery date and reasons for delay. If the supplier ships the product early, they must have prior written approval from AIRBOSS, or the product may be returned to the supplier/ warehouse at their cost. If the Supplier does not delivery by the indicated delivery date, they may be held responsible for any direct or indirect damages incurred by AIRBOSS. If original delivery date is not met, AIRBOSS also reserves the right to cancel the order.

Title will pass to AIRBOSS at the time that risk of loss or damage to the goods passes to the AIRBOSS in accordance with the applicable Incoterm 2010 delivery term specified on the corresponding purchase order. Unless otherwise stated in such corresponding purchase order, goods will be delivered by DDP AIRBOSS's facility (Incoterms 2010)."