

Standard Terms & Conditions of Purchase

The following Standard Terms & Conditions of Purchase (“Terms”) provide you (“Seller”) with the guidelines and legal stipulations of your purchase order (“Order”) with Oxford Performance Materials, Inc. (“OPM” or “Purchaser”) for the goods and/or services that are described on the face of the Order.

1. ACCEPTANCE AND TERMS AND CONDITIONS- Only the terms and conditions set forth in this document, which is referenced on all Purchaser purchase contracts, shall be binding upon Purchaser unless otherwise accepted in writing by OPM. Seller accepts this Order and any amendments by signing the acceptance copy of the Order and returning it to Purchaser promptly. Even without such written acknowledgment, Seller's full or partial performance under this Order will constitute acceptance of these Terms & Conditions. By acceptance of this Order, Seller agrees to be bound by, and to comply with all these Terms, which include any supplements to it, and all specifications and other documents referred to in this Order. These Terms apply to everything listed in this Order and constitute Purchaser's offer to Seller, which Purchaser may revoke at any time prior to Seller's acceptance. Terms and conditions different from or in addition to these Terms, whether contained in any acknowledgment of this Order, or with delivery of any goods or services under this Order, or otherwise, will not be binding on Purchaser, whether or not they would materially alter this Order, and Purchaser hereby rejects them. These Terms may be modified only by a written document signed by duly authorized representatives of Purchaser and Seller.

2. DEFAULT- Time is of the essence with respect to this Order. Purchaser may by written notice of default to Seller (a) terminate all or any part of this Order if Seller fails to perform, or so fails to make progress satisfactory to Purchaser in its performance of this Order. As an alternate remedy, and in lieu of termination for default, Purchaser, at its sole discretion, may elect to extend the delivery schedule and/or waive other deficiencies in Seller's performance, which extension or waiver shall not be effective unless delivered to Seller in writing by an authorized representative of Purchaser, in which case an equitable reduction in the Order price will be negotiated. If Seller for any reason anticipates difficulty in complying with the required delivery date, or in meeting any of the other requirements of this Order, Seller will promptly notify Purchaser in writing or any modern form of communication. If Seller does not comply with Purchaser's delivery schedule, Purchaser may require delivery by fastest way and charges resulting from the premium transportation must be fully prepaid and absorbed by Seller.

3. PRICE- This Order must not be filled at a price higher than that shown on the face of the Order without Purchaser's specific written authorization. Unless otherwise specified in the Order, the price includes all packaging, transportation costs, insurance, customs duties and fees, and all applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Purchaser.

4. PACKAGING REQUIREMENTS- No additional charges, including without limitation charges for packaging and transportation, will be allowed or payable by Purchaser unless such additional charges are set forth in writing and explicitly agreed to by OPM in advance in writing. All goods must be packaged in the manner specified by Purchaser and shipped in the manner and by the route and carrier designated by Purchaser. If Purchaser does not specify the manner in which the goods must be packaged, Seller shall package the goods so as to avoid any damage in transit and preceding or subsequent storage. If Purchaser does not specify the manner of shipment, route, or carrier, Seller shall transport the goods at the lowest possible transportation rates.

5. INSPECTION & NONCONFORMANCE- All goods and services will be subject to inspection and test by Purchaser at all times and places, including the period of manufacture and in any event prior to final acceptance. Goods rejected and goods supplied in excess of quantities ordered may be returned at Purchaser's discretion, for any reason or for no reason, to the Seller at Seller's expense. Payment, if any, made for any goods rejected hereunder shall be promptly refunded or credited for the full value of the part by Seller. Seller will provide and maintain an inspection and process control system acceptable to Purchaser covering the goods and services ordered. All documents applicable to any inspection work by Seller will be kept complete and made available to Purchaser during the performance of this Order and for eleven (11) years (for paper records) or indefinitely (for electronic records) after Seller's completion of this Order, provided, however, that any records pertaining to goods used or involved with aerospace safety must be retained for forty (40) years after completion of this Order please contact OPM Purchasing Department for specific OPM customer requirements. Seller must notify OPM of any product nonconformance and obtain approval of disposition.

6. PURCHASE ORDER CHANGES- At all times OPM will have the right to make changes to this Order, including changes to drawings, designs, configurations, specifications, quantities, methods of shipment or packing and delivery schedules or location of delivery. If any such changes cause an increase or decrease in the cost of or the time required for the Seller's performance under this Order, an equitable

adjustment will be made in the contract price or delivery schedule, or both, and this Order will be modified in writing accordingly.

7. PROCESS CHANGES- Seller must inform OPM in advance in writing of any changes in manufacturing locations, sub-tier supplier changes, process definition and/or product and acquire OPM approval in advance in writing therefor.

8. COMPLIANCE WITH LAWS- Seller represents, warrants and covenants that it is, and during the performance under the Order shall be, in compliance with, and all goods and/or services supplied hereunder have been, and will be, produced or provided in compliance with the applicable provisions of all applicable federal, state, and local laws, regulations, and judicial orders and decisions.

9. WORK ON PURCHASER'S PREMISES- If Seller's work under this Order requires Seller to be on the premises of Purchaser or at Purchaser's direction, Seller will take all necessary precautions to provide safe working conditions for all employees and customers preventing any injury to persons or damage to property, including following any rules, procedures or other requirements of Purchaser related to national, regional, state and location laws.

10. TRANSPORTATION- All the prices are established as F.O.B. Seller and/or Origin Dock, Freight Prepaid, unless otherwise specifically provided on the front of this Order or as modified by OPM. Title and risk of loss shall not pass to Purchaser until delivery of the goods to the location designated on the face of this Order and acceptance by Purchaser. If Purchaser rightfully rejects the goods, receives a non-conforming tender, or revokes its acceptance, all risk of loss and title shall be deemed to have remained solely with Seller. All responsibility for freight damaged merchandise will be assumed by Seller. No charges for unauthorized transportation will be allowed. Any unauthorized shipment, which will result in excess transportation charges, must be fully prepaid by the Seller.

11. ANTICIPATION OF DELIVERY SCHEDULE- Unless otherwise agreed in writing, Seller will not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet Purchaser's delivery schedule. Goods shipped to Purchaser five (5) days in advance of schedule may be returned to Seller at Seller's expense. Seller bears sole responsibility for managing raw material, work-in-process, and inventory if Purchaser cancels order within any applicable lead-time communicated in advance to Seller by Purchaser.

12. PUBLICITY- Seller will not use Purchaser's name or logo in publicity, advertising, or similar activity, except with Purchaser's prior written consent. Seller will not disclose the existence of this Order, or any of its respective terms.

13. ETHICS- OPM is committed to conducting its business in an ethical and legal manner. OPM employees are bound to comply with OPM's ethical conduct policy, including complying with all laws, disclosing any conflict of interest, and otherwise acting in a manner that places the OPM's interests above any personal interest.

14. CERTIFICATE OF CONFORMANCE (COFC)- A certificate of conformance indicating that parts or materials complies with all applicable purchase order specifications is required for each shipment. Each COFC must contain, at a minimum, the applicable purchase order number, part number (or material type), revision level, quantity, date shipped, heat/lot number for raw material, and name/signature of QA/QC Manager making such certification. The absence of COFC and/or accurate specification documentation may result in rejection of parts and materials.

15. SDS- All SDS documents must accompany purchase order (if required) for each shipment. MSDS documentation must contain as a minimum, chemical product identification, composition/information of ingredients, hazards identification, first aid measures, firefighting measures, accidental release measures, handling and storage, and exposure control, as well as any other information required by applicable law or regulation.

16. INTELLECTUAL PROPERTY RIGHTS/OWNERSHIP- "Intellectual Property Rights" means all industrial and other intellectual property rights comprising or relating to: (i) patents; (ii) trademarks; (iii) internet domain names, web addresses, web pages; (iv) works of authorship, designs and design registrations, whether or not copyrightable, including copyrights and copyrightable works, software, data, data files, records and documentation; (v) trade secrets; and (vi) all other industrial and intellectual property rights, and all rights, interests and protections that are associated with, equivalent or similar to any of the forgoing, however arising. Seller acknowledges and agrees that: (i) except to the extent provided in a separate written agreement between Seller and OPM, OPM (or its licensors) will retain all Intellectual Property Rights used to create, embodied in, used in, and otherwise relating to the Products; (ii) any and all of OPM's Intellectual Property Rights are the sole and exclusive property of OPM and/or its licensors; and (iii) Seller shall not acquire any ownership interest in any of OPM's Intellectual Property Rights under this Agreement. Seller shall not: (i) take any action that may interfere with any of OPM's rights in or to OPM's Intellectual Property Rights, (ii) challenge any right, title or interest of OPM's in or to OPM's Intellectual Property Rights; (iii) make any claim or take any action adverse to OPM's ownership of OPM's

Intellectual Property Rights; or (iv) engage in any action that tends to disparage, dilute the value of, or reflect negatively on the Products.

17. CONFIDENTIAL INFORMATION- All non-public, confidential or proprietary information of OPM, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by OPM to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement, are confidential, solely for the use of performing this Agreement and may not be disclosed or copied to any third party unless authorized in advance by OPM in writing. Seller shall only share such information of OPM among Seller personnel on a "need to know basis", and only to such Seller personnel that owe a duty of confidentiality to Seller at least as restrictive as the confidentiality obligations of Seller hereunder. Upon OPM's request, Seller shall promptly return all documents and other materials received from OPM. OPM shall be entitled to injunctive relief, without the posting of bond, for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Seller at the time of disclosure; or (c) rightfully obtained by Seller on a non-confidential basis from a third party.

18. SUPPLIER FLOW DOWN OF REQUIREMENTS TO SUB-TIER SUPPLIERS- When Seller uses external providers (sub-tier suppliers) for this Order, the external provider must be approved by Purchaser. Seller must also flow down applicable requirements including end user requirements to external provider.

19. SELLER CERTIFICATION- Seller is responsible to provide OPM with notification of any changes in its applicable certifications (AS9100, ISO 13485 and/or ISO9001), registrations and/or accreditations within two (2) business days of receiving notification of such change (or of a finding, event or circumstance that could reasonably be expected to lead to such change). Changes in registration include, without limitation, certification, suspension, or expiration.

20. SPECIFICATIONS- It is the responsibility of Seller to ensure that they and all delegated subcontractors are working to the latest version of OPM and/or OPM End-Use specifications referenced within the applicable Purchase Order requirements. Specifications that are needed may be requested through the OPM purchasing department. Seller is required to provide (if required) FAI and/or inspections report(s) detailing conformance to referenced drawings and any other noted requirements as flowed down to this purchase order.

21. EXPORT COMPLIANCE- OPM produces medical, defense, and commercial products. All these products and the associated technical data are subject to export control according to the International Traffic in Arms Regulations (ITAR), 22 CFR 120-130 and/or the Export Administration Regulations (EAR), 15 CFR 730-774. It is the Seller's responsibility to ensure that all persons employed by the Seller are a U.S. Person as defined by 22CFR120.16 and that no foreign persons employed by Seller have any access to OPM parts and technical data of any nature.

22. LIMITATION OF LIABILITY- IN NO EVENT SHALL OPM BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY SELLER OR COULD HAVE BEEN REASONABLY FORESEEN BY SELLER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

23. FOREIGN OBJECT DEBRIS/DAMAGE PROGRAM (FOD)- Seller will have a procedure which defines the process for identifying, and eliminating potential damage to medical and/or aircraft parts caused by foreign object debris, and shall provide such process to OPM in writing upon request. If Seller cannot meet the above requirements please contact OPM's Quality Department immediately prior to starting any process.

24. PRODUCT IDENTIFICATION AND TRACEABILITY- Seller will insure the identification and traceability of documentation, material, components, equipment, and operations used in the manufacture, procurement and maintenance of products produced under such Order. In such case, Seller shall ensure that due to unique marking and the retention of records it is possible to create a traceable historical path throughout the complete life cycle. Materials must be identified by legible marking, labeling or tagging packages or containers.

25. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS)- Seller is responsible to adhere to all DFARS requirements when materials or products furnished are for the use in connection with a U.S. Government Department of Defense prime contract or subcontract.

26. RIGHT OF ENTRY- OPM has the right to enter and be granted reasonable access to Seller's facilities to perform audits/reviews of parts, documentation, processes for evaluating Sellers adherence to OPM's Terms & Conditions and all Order requirements. Right of Entry conditions shall be extended to OPM's customers and Federal regulatory

agencies and be apply to Supplier's sub-tier subcontractors, consultants and all other resources.

27. INSOLVENCY- If Seller or sub-tier becomes insolvent or bankrupt or has a receiving and/or administration order against it, Purchaser may terminate this Order and have the right by prior notice to enter Seller's property and remove any item, equipment, product or materials which are the property of OPM.

28. WARRANTIES- Seller warrants to OPM that for a period of 12 months from the delivery date, all goods will conform to all applicable specifications contained herein, be merchantable, be free and clear of all liens, security interests or other encumbrances; and not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment of or for the goods by Purchaser. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Purchaser's discovery of the noncompliance of the goods with the foregoing warranties.

29. GENERAL INDEMNIFICATION- Seller shall defend, indemnify and hold harmless Purchaser and its subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees and OPM's customers (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with (a) the products purchased from Seller, (b) Seller's negligence, willful misconduct or breach of the Terms or (c) damage to any personal property furnished by OPM or any OPM customer in connection with the products to be purchased from Seller. Seller shall not enter into any settlement without Purchaser's or Indemnitee's prior written consent.

30. INSURANCE- During the term of the Order and for a period of 12 months thereafter, Seller shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$2,000,000 with financially sound and reputable insurers. Upon Purchaser's request, Seller shall provide Purchaser with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in this Order. Seller shall provide Purchaser with 15 days' advance written notice in the event of a cancellation or material change in Seller's insurance policy. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Purchaser's insurers and Purchaser or the Indemnitees.

31. **SET-OFF.** Without prejudice to any other right or remedy it may have, Purchaser reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Purchaser to Seller.

32. **RELATIONSHIP OF THE PARTIES-** The relationship between the parties is that of independent contractors. Nothing contained in the Order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Order.

33. **NO THIRD-PARTY BENEFICIARIES-** This Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

34. **GOVERNING LAW-** All matters arising out of or relating to this Order shall be governed by and construed in accordance with the internal laws of the State of Connecticut without giving effect to any choice or conflict of law provision or rule (whether of the State of Connecticut or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Connecticut.

35. **SUBMISSION TO JURISDICTION-** Any legal suit, action or proceeding arising out of or relating to this Order shall be instituted in the federal courts of the United States of America or the courts of the State of Connecticut in each case located in the County of Hartford, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

36. **CUMULATIVE REMEDIES-** The rights and remedies under this Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

37. **NOTICES-** All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of this Order or to such other address that may be designated by the receiving party in writing or via electronic mail to such electronic mail address as a party may provide to the other which shall, in the case of OPM, be [PONotices@oxfordpm.com]. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Order, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

38. **SEVERABILITY**- If any term or provision of this Order is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.