

**MAPTECH PACKAGING LLC
PURCHASE ORDER TERMS & CONDITIONS**

THESE TERMS AND CONDITIONS FORM A PART OF THE AGREEMENT BETWEEN MAPTECH PACKAGING LLC (“MAPTECH”) AND SELLER (DEFINED BELOW), AND ARE A PART OF ALL PURCHASE ORDERS (OR SIMILAR DOCUMENTS) DELIVERED BY MAPTECH. MAPTECH’S DELIVERY OF ANY PURCHASE ORDER IS EXPRESSLY LIMITED TO THESE TERMS AND CONDITIONS, AND ANY PURPORTED DELIVERY OF ANY PURCHASE ORDER ON ANY TERMS AND CONDITIONS THAT ARE DIFFERENT OR ATTEMPT TO MODIFY, SUPERSEDE, SUPPLEMENT OR OTHERWISE ALTER THESE TERMS AND CONDITIONS WILL NOT BE BINDING UPON MAPTECH, REGARDLESS OF WHEN SUCH TERMS AND CONDITIONS ARE PROVIDED TO MAPTECH AND WHETHER OR NOT MAPTECH SEPARATELY REJECTS THE SAME. ANY DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS SHALL NOT BE EFFECTIVE OR BINDING UPON MAPTECH UNLESS AGREED TO IN WRITING AND SIGNED BY AN OFFICER OF MAPTECH.

DEFINITIONS

“Buyer” as used herein shall mean MAPTech.

“Seller” as used herein shall mean the vendor of goods purchased and delivered to Buyer.

“Products” as used herein shall mean all articles, materials, work or services to be furnished by Seller under this order.

ACCEPTANCE

Any of the following shall constitute Seller’s unqualified acceptance of this order: (i) acknowledgment of this order; (ii) furnishing of any Products under this order; (iii) acceptance of any payment under this order, or (iv) commencement of performance under this order.

Additional or different terms or conditions proposed by Seller shall be void and of no effect unless accepted in writing by Buyer. No change in, modification of, or revision to this order shall be valid unless in writing and signed by Buyer.

PACKING AND SHIPMENT

All material shall be suitably packed, marked and shipped as designated by Buyer in accordance with the requirements of common carriers in a manner to secure lowest transportation cost, and no additional charge shall be made to Buyer for delivery unless otherwise stated herein.

Delivery for all Products shall be FCA Seller’s facility (Incoterms 2020) unless otherwise designated by Buyer. Cash discount terms must be shown on all invoices.

Transportation must be prepaid on all shipments to which delivered price applies.

Charges for prepaid transportation must be substantiated by attaching the original transportation bill to the invoice, receipted by the carrier.

This order may not be filled at prices higher than those last charged or quoted for the same material without notification and acceptance by Buyer of the advanced prices.

No charges for packing, packaging, or drayage will be accepted except by express agreement to such charges.

Drafts against Buyer will not be honored, nor C.O.D. shipment accepted, except by express agreement to that effect.

QUALITY CONTROL AND INSPECTION

Seller shall provide and maintain a quality control protocol acceptable to Buyer. During performance of this order, Seller's quality control and manufacturing processes are subject to review, verification and analysis by Buyer.

All Products ordered may be subject to: (i) inspections, verification, or testing during the period of manufacture; (ii) inspection or verification prior to shipment; and (iii) final inspection and acceptance at destination, notwithstanding any prior payment or inspection and acceptance. If this order is placed in support of a contract between Buyer and a higher tier contractor, such inspection and verification rights shall extend to the higher tier contractor. If any inspection or test is made on the premises of Seller or its lower tier suppliers, Seller shall, without additional charge to Buyer, provide and shall require its lower tier suppliers to provide all reasonable facilities and assistance for the safety and convenience of Buyer or inspector in the performance of their duties.

Buyer may reject and hold at Seller's expense, subject to Seller's reasonable disposal instructions, Products which do not conform to applicable specifications, drawings, samples or descriptions or which are defective in material, workmanship or design unless such design is Buyer's detailed design. If within fifteen (15) days after Buyer has notified Seller of the rejected Products, Seller has not provided Buyer with reasonable disposition instructions, including agreement to pay expenses incurred by Buyer, Buyer may at its option continue to hold the rejected Products at Seller's expense or return them to Seller's facility at Seller's expense. Without limiting any other rights, Buyer may, at its option, require Seller: (i) to repair or replace at Seller's expense any Products or items thereof which fail to meet the requirements of applicable design, specifications, drawings, samples, descriptions, or other requirements of this order, or (ii) to refund the price of any such item. Previously rejected Products reworked to specifications, or replaced shall not be retendered to Buyer by Seller unless notification of such past rejection is submitted with the retender and Buyer has consented to such retender.

DELIVERY

Delivery according to schedule is a material requirement of this order. Time is of the essence on this purchase order. Seller shall not, without Buyer's prior written consent, deliver in advance of schedule. Buyer may return or store at Seller's expense any items delivered in advance of the delivery date specified for such items. Buyer shall not be required to remit payment for such items until after the specified delivery date. If at any time it appears to Seller that any delivery schedule cannot be met, Seller shall notify Buyer in writing as soon as possible as to the cause or causes therefore, actions being taken to remove such cause or causes, when schedule status will be achieved, and at Seller's expense, shall take reasonable action necessary with or without request of Buyer to meet such schedules as set forth herein or to recover

to the maximum extent possible any delay in meeting such schedules. Such reasonable action by the Seller shall include, but shall not be limited to, shipment via expedited routing and carrier. Buyer reserves the right to invoke liquidated damages calculated at a rate of one percent (1%) per day of the price of the delayed Product(s) until such delayed shipment is effectively made. Furthermore, Buyer reserves the right to cancel or purchase elsewhere if delivery schedules are not met.

PAYMENT TERMS

Unless otherwise stated in this order, Seller's invoices will be payable on the later of thirty (30) days following the date of Buyer's receipt of the (i) Products or (ii) Seller's invoice. All invoicing will be made through in the manner prescribed by Buyer, and if a payment date falls on a non-business day, payment will be made on the following business day.

EXCUSABLE DELAYS

Fires, accidents or other causes beyond the reasonable control of Buyer which affect its ability to receive and use the material ordered hereunder shall constitute valid grounds for suspension of shipment under this order upon notification to Seller by facsimile, email, or letter, and any such suspension of shipment shall be without penalty or cost to Buyer. Except for delays of Seller's subcontractors or labor shortages, for which Seller shall be fully responsible, Seller shall not be liable for damages to Buyer for delays or defaults in deliveries due to unforeseeable contingencies beyond Seller's control and without Seller's fault or negligence. Seller's delays or defaults in deliveries shall be grounds for cancellation of this order regardless of the cause thereof. Seller shall within three (3) days of the occurrence thereof notify Buyer in writing of the occurrence of any cause which will give rise to a delay in delivery. Failure to give such notice shall render Seller liable for all damages, including incidental and consequential damages to Buyer and its customer occasioned by delay in the delivery of the material covered by this order.

WARRANTY

Seller warrants that all Products furnished hereunder will be free from defects in material and workmanship, conform to applicable specifications, drawings, samples and descriptions or other requirements of this order and, unless Buyer's detailed design, be free from design defects for a period of six (6) months after delivery. If there is a breach of warranty, Buyer may return such Products, at Seller's expense, for correction, replacement or credit as Buyer may direct. Products required to be corrected or replaced shall be subject to the provisions of this clause and the clause herein entitled "Quality Control and Inspection." All warranties shall run to Buyer and its customers.

CHANGES

Buyer may at any time by written notice and without notice to sureties or assignees, make changes within the general scope of this order in any one or more of the following: (i) drawings, designs or specifications; (ii) method of shipping or packing; (iii) place of inspection, acceptance or point of delivery; and (iv) delivery schedule. Should any such change increase or decrease the cost of or the time required for performance of this order, an equitable adjustment may be requested by Seller or Buyer in the price, or delivery schedule, or both. No request by Seller for adjustment will be valid unless submitted to Buyer in a form acceptable to Buyer within fifteen (15) days from the date of such change, and shall be accompanied by an estimate of charges for redundant material or work in process, if any.

USE OF BUYER'S DATA

Seller shall not reproduce, use or disclose any data, designs or other intellectual property or information belonging to or supplied by or on behalf of Buyer, except as necessary in the performance of orders for Buyer. Buyer shall retain exclusive ownership of all intellectual property rights associated with such data, designs and other information, as well as all such rights related to the Products which are the result of Seller's work in connection with this order. Upon Buyer's request, such data, designs, or other information, and any copies thereof shall be returned to Buyer. Any copy-rightable work created by Seller under this order shall be deemed a "work made for hire" for the benefit of Buyer and Buyer shall be the exclusive owner thereof. Where Buyer's data, designs or other information are furnished to Seller's suppliers for procurement of Products by Seller for use in the performance of Buyer's orders, Seller shall insert the substance of this provision in its orders and ensure that its suppliers are bound thereby.

ASSIGNMENT

Neither this order nor any duty or right under it shall be delegated or assigned by Seller without the prior written consent of Buyer.

INSOLVENCY

This contract may be terminated by Buyer by giving written notice to Seller, in the event Buyer has reasonable basis for concluding that Seller's financial condition is such that Seller is at or near insolvency, and Seller, within ten (10) days after receipt of such notice, does not provide acceptable information upon which it is reasonable to conclude that Seller is not at or near insolvency and will be able to perform its obligations under this contract.

TOOLING AND MATERIAL

Title to, and the right of immediate possession of, all tooling and material furnished by Buyer to Seller shall remain in Buyer. Buyer does not guarantee the accuracy of any tooling or the quality or suitability of any material supplied to Seller. Such tooling and material furnished shall be maintained in good condition, shall be properly insured by Seller, and shall be used solely in the performance of work ordered by Buyer. Such tooling and property shall be subject at all times to disposition as Buyer may direct and shall be labeled as Buyer's property and not commingled with property belonging to Seller or others. Seller agrees to maintain inventory control of all such tooling and property and to furnish inventories thereof when required by Buyer. Seller shall insert the substance of this clause in its orders for procurement of supplies for use in the performance of this order.

PATENT INDEMNITY, TRADEMARKS AND COPYRIGHTS

To the extent that the Products are produced to detailed designs not originated and furnished by Buyer or by a process or method, the use of which is not specifically directed by Buyer, Buyer shall have no responsibility to Seller for patent infringement and Seller guarantees that the sale or use of such Products or the use of such process or method hereunder will not infringe any United States or foreign patents, trademarks, or copyrights. Seller shall defend, indemnify and hold Buyer and its customers harmless from any loss, cost, damage, expense (including attorneys' fees) or liability which may be incurred on account of infringement or alleged infringement of patent rights, trademarks or copyrights with respect to such Products, and defend, at its own expense, any action or claim in which such infringement is alleged by third parties.

COMPLIANCE WITH LAWS

Seller guarantees that all equipment, work and other items supplied by Seller pursuant to this order will comply with all applicable federal, state, and local laws, ordinances and regulations. Seller further guarantees that all equipment furnished by Seller in performance of this order will comply fully with the Occupational Safety and Health Act of 1970 (84 U.S. Stat. 1950), as amended, and the regulations thereunder, to the extent applicable to such equipment, and Seller shall indemnify Buyer and its customer, if any, from and against any and all claims, loss, or liability arising from failure of such equipment to comply therewith. Seller agrees, in connection with the production of the material specified herein and services performed hereunder, to comply therewith. Seller agrees, in connection with the production of the material specified herein and services performed hereunder, to comply with all applicable local, state, and federal laws, regulations, rulings and executive orders issued pursuant thereto, and agrees to indemnify Buyer against any loss, cost, liability, or damage by reason of Seller's violation of this paragraph.

LABOR DISPUTES

Whenever any actual or potential labor dispute develops or threatens to delay the timely performance of this order, Seller shall immediately give notice thereof to Buyer. Seller shall insert the substance of this provision in its orders issued hereunder and ensure its supplier are bound thereby.

NONDISCLOSURE OF INFORMATION

Seller shall not, without prior written consent of Buyer disclose any information relative to this order to any third party. Seller shall comply with applicable federal and state trade secret laws and regulations.

REPORTING

Buyer may request status reports as to performance under this order, and Seller shall immediately comply with all such requests.

REMEDIES

The rights and remedies of Buyer provided herein shall be cumulative and in addition to any other rights and remedies provided by law or equity.

WAIVER

The failure of Buyer in any one or more instances to insist on performance of any of the provisions of this order shall in no way be construed to be a waiver of such provisions in the future.

INDEMNIFICATION

Seller shall defend, indemnify, and hold harmless Buyer, its officers, employees and agents from any claim, suit, loss, cost, damage, expense (including attorney's fees), or liability of whatsoever nature or kind arising out of, as a result of, or in connection with any damage to property or persons (including death) resulting from the presence of Seller, its officers, agents or subcontractors, on premises occupied or controlled by Seller, or any act or omission of Seller in its performance of this order. Seller shall take all precautions necessary, special or otherwise, and shall be responsible for compliance with all federal, state

and local safety laws in the performance of work hereunder. Without in any way limiting the foregoing undertakings, Seller and its subcontractors at any tier shall maintain public liability and property damage insurance in reasonable limits covering all employees performing this order.

SETOFFS AND COUNTERCLAIMS

All claims for money due or to become due from Buyer shall be subject to deduction by the Buyer for any setoff or counterclaim arising out of this or any other of buyer's purchase orders with Seller.

WAIVER OF LIENS

Seller hereby waives and relinquishes all liens and claims statutory or otherwise which Seller now has or may hereafter have as a result of labor done and materials furnished by Seller or Buyer in performance of the order.

TERMINATION

Buyer may terminate work under this order in whole or in part at any time by written, email or facsimile notice to Seller. Such notice shall state the extent and effective date of such termination, and upon receipt thereof Seller will, as and to the extent directed by Buyer, stop work under this order and the placement of further orders or subcontracts hereunder, terminate work under orders and subcontracts outstanding hereunder, and take any necessary action to protect property in Seller's possession in which Buyer has or may acquire an interest.

If the parties cannot by negotiation agree within a reasonable time upon the amount of fair compensation to Seller for such termination, Buyer, in addition to making payment of amounts due for material delivered or services rendered prior to the effective date of termination, will pay to Seller the following amounts without duplication: (i) the contract price for all material or services which have been completed in accordance with this order and not previously paid for, and (ii) the actual costs incurred by Seller which are properly allocable or apportionable under recognized commercial accounting practices to the terminated portion of this order, subject to Seller's obligation to use commercially reasonable efforts to mitigate any such costs.

Payments made shall not exceed the aggregate price specified in this order, less payments otherwise made or to be made.

With the consent of Buyer, Seller may retain, at an agreed price, or sell, at an approved price, any completed articles, or any articles, material, work in process or other things, the cost of which is allocable or apportionable to this order, and will credit or pay the amounts so agreed or received as Buyer directs. As directed by Buyer, Seller will transfer title to and make delivery of any such articles, and material or work.

CHOICE OF LAW AND VENUE

The transaction between Buyer and Seller shall be governed by the laws of the State of South Carolina and Buyer and Seller mutually agree that the United Nations Conventions on Contracts for the International Sale of Goods does not apply to the transaction between Buyer and Seller. In the event of

any dispute between the parties arising out of the transaction, the parties agree and consent to exclusive jurisdiction and venue in the state or federal courts of South Carolina.

ENTIRETY AND MODIFICATION

These Terms and Conditions and the agreements referenced herein constitute the entire agreement of the parties with respect to the subject matter hereof and can be modified only by written agreement signed by the parties.