

STANLEY Engineered Fastening Company
Purchase Order Terms and Conditions

1. **Parties:** These terms and conditions of sale (these “**Terms and Conditions**”) are the only terms which govern the sale of the products (“**Products**”) by Emhart® Teknologies, LLC (“**Seller,**” “**we**” or “**our**”) to the purchaser listed on the front hereof (“**Buyer**” or “**you**”). Additional terms and conditions may apply to purchases of products from Emhart Teknologies subsidiaries and affiliated companies.
2. **Sole terms and conditions of acknowledgment and acceptance:** It is understood that Seller accepts no terms or conditions other than those on the front hereof and as enumerated herein, except by separate letter of consent. If Seller receives from the Buyer no written objections to these Terms and Conditions within ten (10) days from the date of the mailing hereof to the Buyer, the conditions set forth in detail in this acknowledgement shall be considered as having had the unqualified acceptance of the Buyer.
3. **Shipping:** In the absence of shipping instructions, routing will be at our discretion.
4. **Payment Terms:** Net 30 from date of invoice. We cannot allow any deviation from these terms or extension of cash discount period.
5. **Claims:** All claims covering alleged errors in shipments must be made within ten (10) days after date of invoice.
6. **Returns:** Product returns are subject to our prior written consent and must comply with our Product return procedures then in effect. Before returning or exchanging a Product, you must contact us directly to obtain an authorization number to include with your return. You must return Products to us in their original or equivalent packaging, and you are responsible for risk of loss, as well as shipping fees back to us. Products received but not eligible for return will be sent back to you freight collect. For approved returns, at our election, you will receive credit equal to the lesser of the Product’s invoice price or its current replacement value, less any applicable charges or fees.
7. **Delivery, Title, and Risk of Loss:** We will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of Products, or for any damages suffered by Buyer by reason of such delay, when such delay is, directly or indirectly, caused by, or in any manner arises from fires, floods, accidents, riots, acts of God, war, Governmental interference or embargoes, strikes, labor disputes or difficulties, shortage of labor, fuel, power, materials or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of these herein before specified) beyond our reasonable control. In the event of such delay, there will be no termination and the date of delivery or of performance shall be extended for a period equal to the time loss by reason of the delay. Products are shipped per the Incoterms statement on the Seller’s order acknowledgement or invoice, or, in the absence of such statement, F.O.B. point of shipment. If Seller pays freight on the order, Seller may designate the means of transportation and routing. If Buyer requires alternative means of shipment, Buyer will pay any resulting costs. Once delivery has been made to F.O.B. point of shipment, title and risk of loss passes from Seller to Buyer.
8. **Prices:** Prices are subject to change without notice. For orders specifying future-dated shipments, we have the sole discretion to charge the price in effect on the date of the shipment. Pricing shall comply with all existing, applicable price regulations. We reserve the right to bill at our price(s) prevailing at time of shipment providing it shall comply with applicable price regulations. Schedules determining the net price applying to various quantities are printed with the applicable price lists issued separately as price changes occur. No charge will be made for packing or casing any Products shipped in standard packages. Where special cases are requested, or other than standard packing is necessary, the expense involved will be charged to the Buyer. Federal, State or municipal taxes, tariffs, duties, fees, or charges of any type imposed by any governmental authority, now or hereafter imposed in respect to all sales and the production, treatment, manufacture, sale, delivery, transportation or proceeds of the Products specified against such sales (except income taxes) shall be for account of the Buyer, and if paid or required to be paid by the Seller the amount thereof shall be added to and become a part of the price payable by the Buyer for the Products.
9. **Cancellation:** Buyer may cancel an order only with Seller’s written consent. In the event of an approved cancellation, and where Seller has incurred costs and expenses that cannot reasonably be recovered through sale of the Products to another person or entity, Buyer will pay Seller for all such costs and expenses, which may include costs of related raw materials, packaging, and other items dedicated to Products. Seller may cancel a Buyer’s order without obligation or liability upon notice to Buyer.
10. **Special Products:** Seller reserves the right to ship the Buyer any quantity of “special” Products up to ten percent (10%) in excess of, or less than, the exact quantity covered by Buyer’s order. Orders for “special” Products are not subject to change or cancellation without written approval from Seller and upon the condition that Buyer pay Seller reasonable charges.
11. **Additional Product Terms:** Seller represents and warrants to Buyer that for a period of 90 days from the date of shipment of the Products (“**Warranty Period**”), that all Products furnished by Seller hereunder will be (i) within the limits and of the sizes offered by Seller, (ii) subject to Seller’s standard tolerances for variations, and (iii) in compliance with Seller’s written specifications in effect as of the date of shipment of Products. This warranty does not apply to custom Products or Products: (a) that Seller determines have been modified or damaged in any way by Buyer or a third party, (b) that Seller determines have been packaged, stored or shipped contrary to Sellers specifications, or (c) for which an “end of life” notice has been given and which are purchased by Buyer in a “last time buy” opportunity, all of which are provided “AS IS”, without warranty of any kind, and cannot be returned to Seller for any reason. Products manufactured by a third party (“**Third Party Products**”) may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Products. Third Party Products are not covered by the warranty in this Section. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER MAKES NO OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE MATERIALS, PRODUCTS, OR THIRD PARTY PRODUCTS FURNISHED, AND HEREBY EXPRESSLY EXCLUDES ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. Buyer must notify Seller immediately, but in no event later than thirty (30) days of Buyer’s discovery of any Product warranty defect, stating in full particulars in support of claim. Seller reserves the right to inspect Products to confirm warranty applicability. If such Product qualifies as a warranty defect, Seller, in its sole discretion and as Buyer’s sole and exclusive remedy, will repair or replace the Product upon return of the defective Product or issue a refund for the Product for the portion of the Product found by Seller to be defective. Failure by Buyer to give Seller notice of the defect within the applicable time period will be an unconditional and absolute waiver of Buyer’s claim for such defect. Buyer agrees to return such Product(s) to Seller’s designated premises at the Buyer’s expense. THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY PRODUCT WARRANTY IS REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE OF THE AFFECTED PRODUCT(S) EVEN IF SUCH REMEDY SHOULD FAIL OF ITS ESSENTIAL PURPOSE. If any Product shall be manufactured or sold by Seller to meet Buyer’s particular specifications or requirements and is not part of Seller’s standard line offered by it to the trade generally in the course of Seller’s business, Buyer agrees to indemnify, defend and hold harmless Seller, including its affiliates, representatives, employees, officers and agents, and successors and assigns (each, a “**Seller Indemnitee**”) against all suits at law or in equity (including arbitration) and from all damage, claims, threats, actions, settlements, demands and liabilities (including attorney’s fees and consequential and incidental damages) arising out of or related to any third party claim alleging that such Product infringes or misappropriates any patent, copyright, trade secret, or other intellectual property right of any third-party (“**IP Claim**”), and Buyer shall promptly and fully reimburse Seller or Seller Indemnitee for all defense expenses (including attorney’s fees, costs, damages and settlement) incurred by Seller or Seller Indemnitee to defend any suit or action (including arbitration) which may be brought or threatened against Seller or Seller Indemnitee for any IP Claim.
12. **Limitation of Liability:** (I) IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF

CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, (II) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE PARTICULAR PRODUCT IN QUESTION IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE DAMAGE, AND (III) THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 12 SHALL NOT APPLY TO (a) LIABILITY RESULTING FROM SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (b) DEATH OR BODILY INJURY RESULTING FROM SELLER'S ACTS OR OMISSIONS. THE AFOREMENTIONED LIMITATIONS OF LIABILITY SHALL APPLY EVEN IF ANY REMEDY PROVIDED HEREIN SHALL FAIL OF ITS ESSENTIAL PURPOSE. IN THE EVENT THAT APPLICABLE LAW DOES NOT ALLOW THE COMPLETE EXCLUSION OR LIMITATION OF LIABILITY OF CLAIMS AND DAMAGES AS SET FORTH HEREIN, LIABILITY AND DAMAGES ARE THEN LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW. SELLER SHALL NOT BE HELD LIABLE FOR ANY DAMAGES, LOSSES, COSTS, OR EXPENSES RESULTING FROM BUYER ENGAGING A THIRD PARTY TO PROVIDE SERVICES, TRAINING, OR MAINTENANCE WITH REGARD TO ANY OF SELLER'S PRODUCTS. THE ADVICE OF THE TECHNICAL STAFF OF THE SELLER IS AVAILABLE TO THE TRADE, BUT SELLER, NOT CONTROLLING OR SUPERVISING THE SUBSEQUENT MANUFACTURE, FABRICATION OR INSTALLATION OF ITS PRODUCTS OR THEIR USE AFTER SALES, DOES NOT WARRANT OR GUARANTEE SUCH ADVICE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL OR OTHER DAMAGES, LOSSES OR EXPENSES IN CONNECTION WITH OR BY REASON OF SUCH ADVICE. SELLER TAKES NO RESPONSIBILITY FOR THE SUITABILITY OF BUYER'S DESIGNS OR INSTALLATION PROCEDURES.

13. **Wages and Hours:** Products manufactured by the Seller for delivery will be manufactured in conformity with applicable State and Federal laws in regard to wages and hours.
14. **Patents and Indicia:** Except as to any Products that shall be manufactured or sold by Seller to meet Buyer's particular specifications or requirements and is not part of Seller's standard line offered by it to the trade generally in the course of Seller's business, by accepting this order we assert that to the best of our knowledge the Products purchased are free from direct infringement of any valid U.S. Letters Patent and we agree to defend and/or settle (at our discretion) any suit for any alleged infringement, provided all papers thereon are delivered promptly to us within ten days of Buyer's receipt of same, and with Buyer's full cooperation in the defense and settlement. We hereby disclaim any representation, warranty, indemnification or defense of Buyer with regard to any alleged inducing or contributory patent infringement, or any other intellectual property violations since we are not responsible or fully knowledgeable of Buyer's end use. Buyer agrees not to deface, alter or remove, or permit to be defaced, altered or removed from any equipment furnished hereunder, any special serial number or other indicia of identification showing distinguishing type, model or origin of manufacture, or markings of Letters Patent or trademarks relating thereto.
15. **Certification:** Test reports covering the materials used in the manufacture of Seller's Products are on file subject to examination and indicate conformance with applicable specification requirements.
16. **European Union Directives:** Certain finishes on some of Seller's Products contain materials that may be deemed to be "hazardous substances" pursuant to directives issued in the European Union. If you specify and purchase a Product with such a finish, and the Product is installed in an application sold into the European Union, you may be subject to penalties imposed by the European Union. We shall not be responsible for any such penalties which may be incurred, and hereby EXPRESSLY DISCLAIM ANY LIABILITY

RELATED THERETO. You are solely responsible for determining the finish you purchase and as a result agree to hold Seller harmless from any penalties, fees, expenses, costs or damages incurred in connection therewith.

17. **Disclosure of Information:** Any information, suggestions, or ideas transmitted by Buyer to Seller in connection with the performance hereunder shall not be deemed a secret or confidential or submitted in confidence to Seller, except as may be specifically agreed to in writing by Seller.
18. **Governing Law:** The sale of all Products hereunder and these Terms and Conditions shall be governed by the laws of the State of Connecticut, without regard to its conflicts of laws provisions.
19. **Disputes:** Any dispute between you and Seller shall be submitted to final and binding arbitration as the sole and exclusive remedy for such controversy or dispute, provided, however that Seller may commence action against you in a court of law for infringement of Seller's intellectual property rights. BY AGREEING TO ARBITRATE, EACH PARTY IS GIVING UP ITS RIGHT TO GO TO COURT AND HAVE ANY DISPUTE HEARD BY A JUDGE OR JURY. Any claim required to be submitted to arbitration shall be made by filing a demand for arbitration within one (1) year following the occurrence first giving rise to the claim. The right and duty of the parties to resolve disputes by arbitration shall be administered exclusively by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures then in effect. The decision and award of the arbitrator shall be final and binding and the award so rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held and the award shall be deemed to be made in the City of Hartford, Connecticut, United States of America. Each party shall bear all of its own costs of arbitration, except that the fees of the arbitrator shall be divided equally between the parties. The arbitrator shall have no authority to amend or modify these Terms and Conditions or to award punitive or exemplary damages, and the award may be enforced by judgment in a United States court of law.
20. **Legal Notice For New Jersey Residents:** Under the New Jersey Truth-in-Consumer Contract, Warranty and Notice ACT ("TCCWNA"), N.J.S.A. 56:12-14 et seq., consumers may not be offered any written contract which includes any provision that violates any clearly established legal right of a consumer, or responsibility of a seller, as established by state or federal law. In addition, under the TCCWNA, no consumer contract may state that any of its provisions are or may be void, unenforceable, or inapplicable in some jurisdictions without specifying which provisions are or are not void, unenforceable, or inapplicable in New Jersey. Therefore, (1) in Sections 11 (Additional Product Terms) and 12 (Limitation of Liability) of these Terms and Conditions, (i) the provision concerning limiting Seller's liability for any loss or damage is not applicable to New Jersey residents to the extent Seller is negligent or has breached its obligation to you, (ii) the provision concerning the exclusion or limitation of certain damages is not applicable to New Jersey residents with respect to punitive damages, loss of data, and loss of or damage to property, and (iii) the provision concerning indemnification by you is not applicable to New Jersey residents unless you were negligent or have breached these Terms and Conditions; and (2) in Section 19 (Disputes) of these Terms and Conditions, (i) the provisions which limit the time within which claims against us must be brought, and (ii) the provision concerning the exclusion or limitation of certain damages is not applicable to New Jersey residents with respect to punitive damages, loss of data, and loss of or damage to property.
21. **Compliance With Law:** Seller will manufacture and sell the Products in compliance with the federal, state, and local laws applicable to each Product. Buyer will comply with the federal, state, and local laws applicable to the handling, transportation, storage, use, processing, disposal, distribution, sale, and resale of Products and to any of Buyer's Products that contain or are made by using Products. Under no circumstances will either party offer or make any payment or give anything of value to another person or entity where such payment or action would violate an applicable law or regulation, including, but not limited to, any applicable anti-bribery, anti-corruption, or anti-kickback law.
22. **Product Information, Selection, and Use:** Seller may provide Product information, including technical information, specifications, recommendations, literature, and other materials (collectively "Product Information") for Buyer's convenience in Buyer's selection of Products. The accuracy or completeness of Product Information is not guaranteed and is subject to change without notice. No license under any Seller or third party intellectual property rights is granted or implied with this Product Information. Buyer is solely responsible for evaluating and selecting Products and determining whether each Product is fit for a particular purpose and suitable for Buyer's use and method of application. Products are not manufactured to any Buyer requirements or specifications unless expressly agreed to in writing by Seller. Products that are sold for Buyer's use or consumption may not be repackaged, resold, or redistributed in any manner without Seller's prior written consent.
23. **Government Orders:** If Buyer is purchasing the Products for a government contract or sub-contract, Buyer shall promptly notify Seller of that fact and of any contractual terms from the government procurement laws and regulations that Buyer is obligated to include in its contracts for such Products. No government procurement provisions

will be included in these Terms and Conditions unless agreed to in a writing signed by an authorized representative of Seller.

24. **End of Life:** If Buyer discontinues end products or makes products obsolete for which Seller Products are specifically made, Buyer will notify Seller in writing at least sixty (60) business days prior to the effective date of such change. Buyer will use commercially reasonable efforts to purchase and accept all affected Seller Products in Seller's inventory or in production. Such notice of discontinuation of an end product does not entitle Buyer to cancel any order or refuse shipment of an accepted order without written approval of Seller.
25. **Termination:** In addition to any remedies that may be provided under these Terms and Conditions, Seller may terminate these Terms and Conditions with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under these Terms and Conditions; (ii) has not otherwise performed or complied with any of these Terms and Conditions, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.
26. **Miscellaneous:**
 - a) **Integration.** No additional or conflicting terms from any other source, such as Buyer's purchase order forms or other documents, correspondence, or pre-printed terms and conditions that may be exchanged between the parties apply to these Terms and Conditions. These Terms and Conditions supersede and cancel all previous agreements, communications, and negotiations, among the parties, written and oral, with respect to its subject matter.
 - b) **Amendments and Modifications.** Seller reserves the right to change these Terms and Conditions at any time without notice. No modifications or amendments to the foregoing terms shall be binding upon Seller, unless specifically agreed to in writing and signed by both parties.
 - c) **Survival.** All provisions that are intended by their nature to survive performance of these Terms and Conditions shall survive such performance and/or the expiration or termination of these Terms and Conditions. The parties specifically agree that the relevant terms of these Terms and Conditions pertaining to liability, indemnification, warranties, export, and protection of intellectual property rights remain permanently binding.

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