

TC INDUSTRIES, INC. BUYER PURCHASE ORDER TERMS & CONDITIONS

1. Agreement – All purchases by TC Industries, Inc. (“Buyer”) are governed by these Purchase Order Terms & Conditions, and each order issued by Buyer is an offer by Buyer to purchase the goods and/or services described in the order, not a confirmation or acceptance of any offer to sell; and acceptance of this offer is expressly conditional on assent to these Purchase Order Terms and Conditions. By shipping goods ordered by Buyer, by acknowledging receipt of Buyer’s order or by performing the services ordered by Buyer, the seller agrees to these Purchase Order Terms and Conditions and the terms of any attachments to such order, none of which may be added to, modified, superseded, or otherwise altered except by a written instrument signed by an authorized representative of Buyer and delivered to seller. Any different or additional items in the seller’s Quotation, Order Acknowledgement, Invoice, or other communications to Buyer are hereby rejected, and will be of no force or effect.
2. Warranties – Seller expressly warrants that all materials and articles covered by each order or other description, or specification furnished by Buyer will be in exact accordance with such order, description, or specification, conform to any sample approved by Buyer, free from defects in material and/or workmanship, merchantable and new (not used, refurbished, or reconstituted). Such warranties shall survive any inspection, delivery, acceptance, or payment by Buyer of said materials or articles, and Buyer reserves the right to cancel any order, without liability to seller, for breach of any such warranty. Any deviations from an order, description, sample, or specifications furnished, or any other exceptions or alterations, must be approved in writing by Buyer. Seller further warrants that (a) all services furnished by seller will be performed in a good and workmanlike manner, in accordance with any established professional standards for similar services, and with the best practices in the seller’s industry, (b) any reports, drawings, advice, formula, protocol and other products of such services will be good and sufficient to enable Buyer to achieve the results therefor specified in the applicable order, and (c) none of such services, reports, drawings, advice, formula, protocol or other products of such services, nor the use thereof by Buyer, will infringe the proprietary rights of any third party.
3. Shipment – Shipments shall be made in accordance with Buyer’s shipping instructions, which are subject to revision by Buyer with respect to undelivered quantities. Buyer reserves the right to cancel all or any part of the undelivered portion of any order if seller does not make deliveries as specified or if seller breaches any of the terms hereof. Any unauthorized quantity is subject to rejection, and such goods will be held at seller’s risk and may be returned at seller’s expense. Seller shall advise Buyer immediately of any shortage or delay in shipment. Time is of the essence of seller’s performance.
4. Invoices; Packages – Invoices, shipping notices and test reports must be rendered in duplicate together with original bills of lading or express receipts not later than the day following shipment. Each package

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shall be numbered and labeled with Buyer's order number, code number shown in each caption, and contents, and shall contain an itemized packing slip. Buyer's order number and code number shown in each caption must appear on invoices and shipping notices.

5. Inspection – Delivery shall not be deemed to be complete until, and goods will be received subject to, Buyer's inspection and acceptance at destination, notwithstanding any agreement to pay freight, express or other transportation charges, and risk of loss or damage in transit shall be on seller. Defective goods or goods not in accordance with Buyer's specifications or descriptions, or with seller's sample, may be rejected by Buyer, and Buyer, at its option (without prejudice to any other legal remedy), may hold such goods at seller's risk or return same to seller at seller's risk and/or expense. If inspection discloses that part of the goods received are not in accordance with the warranties herein, Buyer shall have the right to cancel any unshipped portion of the pertinent order. Defects are not waived by acceptance of or payment for the goods or by failure to notify seller thereof. Each of seller and Buyer agrees to cooperate with the other if either party desires to file a claim against a third party for any loss of or damage to the goods in transit.
6. Price – Prices set forth in an order are not subject to increase. If seller's prices for the goods or services covered by an order are reduced (whether in the form of a price reduction, close-out, rebate, allowances, or additional discounts offered to anyone) before the time of any shipment to Buyer, Seller agrees that the price to Buyer for such goods or services will be reduced accordingly, and that Buyer will be billed at such reduced prices. If price is not stated in an order, it is agreed that the goods shall be billed at the price last quoted, or at the prevailing market price (whichever is lower). An order may not be filled at a price higher than last quoted or charged without Buyer's specific authorization. Seller represents that the prices and terms of purchase and any allowances available shall be in full compliance with the Robinson-Patman Act.
7. Extra Charges – No additional charges of any kind, including but not limited to any federal, state, or local taxes, duties, customs or assessments in connection with the sale, purchase, transportation, use or possession of goods or services orders, and charges for boxing, burlapping, packing, cartage, storage, insurance or other extras will be allowed unless specifically agreed to in writing in advance by Buyer.
8. Cancellation – Buyer reserves the right to any time and from time to time without cause to cancel all or any part of the undelivered portion of an order by notice to seller. In the event of such cancellation, Buyer shall not be liable to seller for loss of anticipatory profits. The provisions of this paragraph shall not limit or affect Buyer's right to terminate a purchase order for default of seller.
9. Compliance with Applicable Law – Each order is placed by Buyer with the understanding and, in accepting the same Seller warrants, that all applicable federal, state, and local laws, regulations, rules

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and ordinances including those pertaining to noise, pollution and safety standards, will be complied with in connection with the manufacture and sale of the merchandise ordered hereby and the performance hereof. Seller further warrants that any equipment furnished pursuant to each order will meet existing federal and state noise, pollution, and safety standards. Seller further agrees to abide by existing federal and state standards pertaining to non-discrimination in hiring and promotion practices, including the non-discriminatory provisions of Executive Order 11246, as amended.

Seller certifies that, in the performance of each order, it will comply with the provisions of the Fair Labor Standards Act of 1938, as amended. Seller further agrees that it will not discriminate against any employee or qualified applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era (Section 402 of the Vietnam Era Readjustment Act of 1974); or because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified (Section 503 of the Rehabilitation Act of 1973). Seller further agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to such Act or Acts, as amended.

10. Release and Indemnity– Seller waives all rights to make claim or file suit against Buyer for, and agrees to indemnify, defend, and hold Buyer harmless from and against, all liability or responsibility of any kind arising from the death of or injury to persons or destruction of property sustained in connection with performance of any order, except that caused by the intentional misconduct of Buyer or its employees acting within the scope of their employment.
11. Products Liability Indemnity – Seller will indemnify Buyer, its successors, assigns, and customers (whether direct or indirect) against any and all losses, damages and expenses (including attorneys’ fees and other costs of defending any action) which they, or any of them, may sustain or incur as a result of any claim of negligence, breach of warranty, personal injury or death, strict liability in tort or based on any other theory of law in connection with the goods/services furnished by the seller, or as a result of any claim that the goods furnished by the seller fail to conform to or comply with any federal, state or local laws, regulations or standards, or based upon or arising out of any construction or installation, services or facilities furnished by the seller under or in connection with any order..
12. Patent Infringement – Seller will exonerate, indemnify and hold harmless Buyer, its affiliated corporations and their successors or assigns, and their customers, officers, agents and employees, from and against any and all liability, damage, loss, cost or expense, including but not limited to reasonable attorney’s fees, which may accrue to or be sustained on account of any claim, suit or action made or brought against any of them for actual or alleged infringement of any patent for or on account of the manufacture, sale, resale or use of any goods or services furnished by seller, or any part thereof, and

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Seller will defend any such claim, suit or action at seller's expense, and Buyer (and any party against whom any such claim, suit or action is brought) may be represented by its own counsel in connection with any such claim, suit or action.

13. Force Majeure – Failure of Buyer to take delivery hereunder, or delay in taking shipments, if occasioned by fire, explosion, flood, earthquake, war, riots, insurrection, civil disturbance, accident, storm, interruption or delay in transportation, shortages, strike or other labor dispute, act of terrorism, inability to obtain materials and supplies, acts of government, any act of God, pandemic or other widespread outbreak of disease, or any other causes of like or different character beyond Buyer's reasonable control shall not subject Buyer to any liability to Seller.

At Buyer's option, the total quantity covered by this order may be reduced by the amount of omitted shipments or the specified delivery period extended by a time equal to that during which shipments shall be so omitted and such shipments made during the period of extension. If seller needs to allocate any limited supply of the goods covered by any order, it agrees to allocate such supply first to the goods covered by any order, before allocating any of such supply to its other customers, or to seller's own use in its operations.

14. Assignment – This order and Seller's duties hereunder may not be delegated or assigned by Seller without Buyer's written consent, and any assignment attempted without such consent shall, at Buyer's option, be null and void, and effect a cancellation of all of Buyer's obligations hereunder. Buyer may assign any order and its interest therein to any affiliated corporation, or to any corporation succeeding to Buyer's business, without the consent of seller.
15. Entire Agreement – Each order, together with any attached specifications and drawings, and these Purchase Order Terms and Conditions, constitutes the entire final agreement between the parties, superseding all prior and contemporaneous agreements, understandings, representations, and negotiations, on the subject matter hereof.
16. Conflict with Applicable Law; Severability – No term or condition herein shall be effective or binding to the extent that it may be illegal or require an illegal action. If any provision of these terms and conditions shall be judged by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such adjudication shall not affect or modify any other provision of these terms and conditions and the effect thereof shall be confined to the provision as to which such adjudication is made.
17. Interpretation – Each order, and these Purchase Order Terms and Conditions, shall be governed by and construed according to the laws of the State indicated in the heading of this document, without reference to that state's principles of conflicts of laws. THE APPLICATION OF THE UNITED NATIONS

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CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS (1980) is excluded.

18. Conflict Minerals – Seller must provide material that is “DRC conflict free” as defined by applicable SEC rules. Any required conflict mineral content must be from recycled or scrap sources or originate from outside of the DRC Covered Countries. Material that contains conflict minerals that originated in a DRC Covered Country will be deemed non-conforming and unacceptable.
19. Test Reports – Seller shall have the option to provide original mill test reports or certificate of conformance as certification to the product or service performed. If original mill test reports or certifications are provided, any alterations shall be displayed in a way that retains full legibility on the original documentation. All certificates of conformance shall be in its original, unaltered state upon distribution to Seller.
20. Additional Terms Applicable to AS9100 Orders – All orders designated as “AS9100” orders are subject to the following, additional terms, in which case any inconsistency between such additional terms and Sections 1 – 19 above will be governed by the additional terms in this Section 20:
 1. Seller written notification to Buyer is required in cases of nonconforming product, including arrangements for Buyer approval of seller nonconforming material.
 2. Seller written notification to Buyer is required for changes in product and/or process definition and, where required, Buyer’s written approval.
 3. Supplier will flow down to sub tier suppliers the applicable requirements of each order, including key characteristics.
 4. Certification(s) of Compliance to all applicable specifications will be provided upon Buyer’s request.
 5. Right of entry shall be granted to Buyer, its customers, and regulatory authorities, to all facilities involved in seller’s performance of its obligations to Buyer, including access to all applicable records, for the purpose of monitoring product quality.
 6. Records resulting from the processing of each order shall be retained for a minimum of ten (10) years after completion of Buyer’s performance thereunder, or as otherwise required by Buyer. If disposing of records after the minimum retention period, seller will dispose of expired records by means of deletion from all servers/databases (for electronic records) or shredding (for physical records).
 7. Supplier is responsible for lost or damaged product during shipment.
 8. Supplier performance: TC Industries, Inc. will evaluate and record the supplier(s) ability to meet contractual requirements, including product characteristics, specifications, on-time delivery, completion of

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documentation, and responsiveness to corrective actions. TC Industries, Inc. reserves the right, at our discretion, to approve and/or disapprove a supplier for lack of performance.

9. Supplier Quality System: a quality system that assures compliance with supplied documentation, including applicable orders, drawings, MOT (Manufacturing Operations Traveler or Work Order), and specifications, in compliance with ISO 9001, AS9100, and/or Nadcap (preferred). Buyer will validate its quality system status by confirming sustained certification approval, quality surveys, and/or on-site surveillance audits upon Buyer's request from time to time.
10. Supplier will prevent the use of counterfeit parts (see 8.1.4 of the AS9100D / ISO 9001:2015 Standard), and will ensure that persons / employees are aware of:
 1. their contribution to product or service conformity
 2. their contribution to product safety, and the importance of ethical behavior
11. Supplier will maintain an approved calibration system (where applicable) which ensures valid measurements within the appropriate accuracy and is traceable to the NIST.
12. For Calibration Suppliers: ISO 17025 Certified is preferred.
13. Calibration certificates must disclose to Buyer in writing the standards used, which must be traceable to NIST (National Institute of Standards Technology).

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