

CAMERON DIVERSIFIED PRODUCTS, INC.
TERMS AND CONDITIONS FOR PURCHASE
OF GOODS AND OR SERVICES

These TERMS AND CONDITIONS, as of July 1, 2018, of Cameron Diversified Products, Inc. hereinafter "CDP", a producer of powder metal products; apply to all purchases made by CDP whether for goods, services or mixed, from any person or entity, hereinafter "Supplier".

1. This Purchase Agreement shall apply to each and every individual Purchase Order between CDP and Supplier. Supplier agrees to provide CDP with the goods and or services per the accompanying Purchase Order, upon the terms and condition herein contained. To the extent any term or condition of the Purchase Order or a document prepared by Supplier, contradicts any term or condition hereof, these Terms and Conditions for Purchase of Goods and or Services, control. **Supplier's terms and conditions, if any, shall not be binding upon CDP or become a part of this Agreement, even if CDP fails to object to the same.**
2. On-time delivery of the right quantity of goods and or services of the agreed quantity at CDP's plant is of the essence. Supplier agrees that failing to timely supply defect-free goods or services can result in extensive damages to CDP or its customers, which may substantially exceed the invoiced value of goods or services.
3. Supplier will provide and supply, at its expense and without any charge, other than the purchase price, all materials, equipment, tools, facilities, licenses and other items required to perform its obligations under the accompanying Purchase Order, except that which CDP has agreed in writing to pay or reimburse Supplier apart from the Purchase Order for the goods or services.
4. Individual Purchase Orders shall include: (i) quantity; (ii) price; and (iii) delivery schedule. Supplier shall be deemed to have accepted a Purchase Order and these terms unless Supplier objects within three (3) working days of its receipt. A request for a quote shall not constitute a Purchase Order. All prices in a Purchase Order shall be fixed prices with any change requiring the signature and revised purchase order of CDP. Furthermore, the price contained in the Purchase Order shall include all services of Supplier; all costs of production, including but not limited to ongoing maintenance or production equipment and facilities, tools, overhead, development, sample verification, packaging cost, shipping cost; and all applicable taxes, excise duties, if any, import fees and any other fees directly related to the sale, transportation or importation of the goods.
5. In the event Supplier is providing goods (not services) to CDP, the transfer of ownership for such goods will take place upon delivery to CDP's facility, unless CDP has agreed to pay for shipping, at which point ownership shall transfer upon loading to the freight carrier. Supplier warrants that it has full title and right to transfer such title to any such goods. However, CDP shall have the right for thirty (30) days upon receipt to reject ownership for any good which is defective on account of material or workmanship. Such rejection period does not in any manner effect CDP's ability or right to recover damages, beyond such period, for defects in material or workmanship, including services. Supplier will pay to CDP all handling, sorting, packaging, shipping and other costs and expenses incurred by CDP for any defective goods, goods requiring additional processing and handling due to specific instructions not being followed or performed, which are returned by CDP.
6. CDP will be and remain the exclusive owner of any property provided to Supplier by CDP or for any good or service paid by CDP to Supplier. For any property of CDP in the possession of Supplier, except goods in production, the same shall be marked by Supplier "**Property of CDP**". Supplier will not use such property for any purpose, except the production and delivery of goods and or services to CDP, without CDP's prior written authorization; will not remove any such property from Supplier's premises without CDP's prior written approval. Supplier waives any lien right that Supplier may have under the law of any state or jurisdiction.
7. CDP may cancel any Purchase Order in whole or in part, for any reason, without cause, with a notice period of five (5) days before shipping, or in case of a service, due date. Upon such termination, Supplier shall terminate work on the product or service without undue delay. In such case, Supplier may charge CDP the actual production charge and material cost for such goods or service, but Supplier shall use its best effort to minimize waste, obsolescence and costs. Supplier shall provide evidence of such efforts, if requested and shall provide to CDP any unused raw materials which it has charged to CDP.
8. Payment for goods or services shall be due thirty (30) days following the delivery date (or due date for a service), unless otherwise agreed.
9. Upon reasonable notice, Supplier will permit CDP's employees or agents to have access to Supplier's premises and the premises of Supplier's first tier suppliers so that CDP may determine Supplier's compliance with this Purchase Agreement, any Purchase Order, CDP customer requirement, or to ensure all processes and practices are in accordance with ISO standards. CDP's right of access includes but is not limited to the right to inspect goods being produced or to audit any books or records of Supplier which are related either to Supplier's performance of any Purchase Order or maintenance of CDP's property.
10. Supplier warrants that the goods are new and unused; title to all goods and or services will pass to CDP free and clear of any claim or lien of Supplier or any third party; all goods and or services will conform to the applicable drawings, specifications, samples and or descriptions, whether provided by CDP or Supplier; all goods and or services will be merchantable and will both be suitable and usable by CDP or CDP's customer for the intended purpose; all goods and or services will be free of any defect in materials or workmanship and in design if Supplier has designed the goods and or services or any part thereof; and Supplier has complied with all laws, ordinances, including those for labor, in all applicable local, state, federal and international laws and conventions.
11. Supplier will pay or reimburse CDP for any and all losses, costs and expenses that CDP incurs in connection with any repair or replacement of (i) any goods and or services delivered hereunder due to any defect in process, material, workmanship, or manufacture of any goods, services and or designs thereof if Supplier designed the same or any part thereof. Said warranty applies whether the good, service and or design is used by CDP in a product and or service sold or provided to a third party.
12. Supplier will defend CDP, at Supplier's expense, against any claim, lawsuit or other proceeding threatened or brought against CDP to the extent such claim, lawsuit or proceeding is based upon a claim that the failure of any goods, services and or design provided by Supplier to CDP hereunder, whether such claim, lawsuit or proceedings relates in an way to the goods, services and or design caused or contributed in an way to the death or

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injury of a person; loss, damage or destruction of property; or loss of income. Supplier will indemnify and hold CDP harmless from and against any such liability, claims, demands, or expenses, including but not limited to reasonable settlement costs, attorney's fees, other professional fees, including those of expert witnesses, costs associated with any litigation including travel costs, and all damages incurred or awarded therein, if (i) CDP provides Supplier written notice of the claim, lawsuit or proceeding; (ii) CDP provides Supplier with a copy of any documents received which state a basis of the claim, lawsuit or proceeding; and (iii) CDP cooperates with Supplier, at Supplier's expense, in the defense of the claim, lawsuit or proceeding.

13. Supplier warrants that the sale or use of goods, services and or designs provided to CDP by Supplier will not infringe any U.S. Patent. Supplier grants to CDP an unrestricted license and royalty-free right and license under each U.S. Patent owned and or controlled by Supplier to use and sell goods, services and or designs provided hereunder, including the right to modify and reconstruct the same. In the event a claim, lawsuit or proceeding is threatened or brought against CDP concerning the goods, services and or designs of Supplier, Supplier shall indemnify and hold CDP harmless as per paragraph 12 above.

14. All patterns, designs, drawings, specifications, bills of material, manufacturing documentations, quality control procedures, plans and other materials which CDP provides to Supplier in connection with a Purchase Order, whatever the form including print, documentary, electronic media or otherwise, are confidential, will be deemed to contain trade secrets and will be and remain the property of CDP. Supplier will hold all such information and or property in confidence; will not use such information or property for any purpose, except the production and delivery of goods, services and or designs hereunder; and will use all reasonable efforts not to disclose such information and or property to any third person, except to suppliers of Supplier required by Supplier to perform its obligations hereunder. In the event such disclosure is required by Supplier, Supplier shall make sure that its suppliers are bound by a confidentiality agreement pertaining to CDP's information and or property at least to the same extent as required hereunder. Any goods, services and or designs which Supplier is required to prepare for use or delivery to CDP hereunder and which may be copyrighted will be deemed a "work made for hire" and all rights thereto will belong to CDP.

15. Supplier will properly pack, mark, route and ship all goods and containers in accordance with specific instructions provided on CDP's Purchase Order. In the event CDP has provided Supplier with parts, after Supplier has performed its responsibilities, the goods shall be returned to CDP with (a) the original paperwork; and (b) in the original packaging materials, packaged in a way to be transported free of damage, alteration or destruction. Unless CDP's Purchase Order otherwise provides, incoming goods or property shall reference CDP's Purchase Order number, further providing detailed description of each item therein contained.

16. Supplier is required to keep all confidential information of CDP by means no less than to the degree Supplier uses to protect its own confidential information, but in all events no less than what is reasonable. Confidential information shall mean any and all proprietary and trade secret information disclosed by CDP in furtherance of a purchase, including, but not limited to, customers, designs, samples, models, prototypes, know how, processes, methods, techniques, formulas, algorithms, scientific-

knowledge, performance requirements, operating specifications, test results, financial information, distribution information and any other information considered by CDP to be proprietary or trade secret. In the event Supplier needs to disclose CDP's confidential information to a 3rd party to perform its responsibilities pursuant to a purchase, then Supplier must (i) notify CDP of such need at least five (5) business days before such disclosure is anticipated; and (ii) assure to CDP that such 3rd party has practices at least as protective of CDP's confidential information as required herein. Supplier's obligations herein shall remain in full force and effect for five (5) years from the last delivery date of any good or service from Supplier to CDP.

17. Upon CDP's request, Supplier shall return to CDP, at Supplier's sole cost and expense, all items, including intellectual property and confidential information, which belongs to CDP and shall certify in writing to CDP that (i) Supplier has so returned all property of CDP; and (ii) complied with (and shall comply with) the Confidential Information provision of this Purchase Agreement.

18. Supplier acknowledges that such goods and or services provided by it to CDP most likely will be a portion of a good provided by CDP to a third party. As a result, all such warranties, promises, assurance, obligations and liabilities accruing to CDP from Supplier hereunder are further assigned and accrue to CDP's customer.

19. This Agreement contains CDP's offer to purchase such goods and or services as contained in any purchase order, **only upon these terms and conditions**. By accepting CDP's purchase order, Supplier agrees that it accepts CDP's terms and conditions, without any additional or different terms. Any such terms or conditions which differ or are in addition to these herein contained stated terms and conditions are hereby rejected by CDP and are excluded.

20. The invalidity or unenforceability of any clause, term or provision hereof shall not affect the validity or enforceability of any other clause, term or provision, which shall remain in full force and effect.

21. This AGREEMENT supersedes all prior discussions and writings and constitutes the entire AGREEMENT between the Parties with respect to the subject matter. No waiver or modification of this AGREEMENT will be binding upon CDP unless made in writing and signed by a duly authorized representative of CDP and no failure or delay in enforcing any right will be deemed waived.

22. Supplier will comply with all applicable federal, state and local laws, executive orders and regulations relating to the design, manufacture, labeling and transport of the goods and or services.

23. Supplier agrees that original jurisdiction and venue for all legal actions arising either from (a) this AGREEMENT; or (b) any activity, commercial or otherwise, by and between the parties, solely lies in the Court of Common Pleas for Elk County, Pennsylvania, without regard to any conflict of laws from other jurisdictions.