

## TERMS AND CONDITIONS

### Standard Terms and Conditions of Sale Agreement

#### 1. General.

- A. The terms and conditions contained herein, together with any additional terms contained in Clampco Products, Inc's proposal, constitute the entire agreement between the parties with respect to the order and supersede all prior communications and agreements. Acceptance by Clampco Products, Inc. of Purchaser's order, or Purchaser's acceptance of Clampco Products, Inc.'s proposal is expressly limited to and conditioned upon Purchaser's acceptance of these terms and conditions which may not be changed or waived except in writing and signed by both parties. Any additional, inconsistent or different terms and conditions contained in Purchaser's purchase order or other documents supplied by the Purchaser are hereby expressly rejected. There is no contract unless Purchaser expressly accepts Clampco's terms and conditions. Unless the context otherwise requires, the term "Products" as used herein includes all products, parts and accessories furnished by Clampco Products, Inc.
- B. If parts are custom manufactured for Purchaser's company, the quantities shipped may vary from the quantities ordered by a maximum of plus or minus 10%. Exact quantity orders may require extra charges.
- C. Orders are accepted on the basis of the cost of labor and/or materials as of the date of the acknowledgments. A change in the costs of labor and/or materials during the production of an order shall give Clampco the right to alter prices hereon to reflect such changes in costs. Customer reductions below quantities originally acknowledged, are subject to increases in prices.
- D. The customer agrees to pay for changes in dies, tools, jigs, and/or fixtures made necessary by customer changes in specifications, and also agrees to assume all risk of resultant damage. Clampco Products, Inc. will not be responsible for changes in design, deliveries or instructions of any kind unless they are submitted in writing, and accepted in writing by Clampco.
- E. Claims for shortage or rejections for defects must be made within ten days after receipt of goods. Credit will be rendered on such defective parts provided they are returned to our factory, transportation charges paid, within thirty days after date of shipment, and after we have had an opportunity to inspect them. Credit will not be issued on any parts which have been altered or defaced in any way, or upon which an additional operation has been performed. Seller is to have the option to give credit or replacement.

#### 2. Delivery.

- A. Unless otherwise stated in Clampco Products, Inc.'s quotation, all Products manufactured, assembled or warehoused in the continental United States are delivered FOB Wadsworth, OH. When product is shipped FOB Wadsworth, OH the customer assumes title and owns the goods in transit, pays the freight bill and handles any necessary claims for loss or damage. Where the scheduled delivery of Products is delayed by Purchaser or by reason of any of the contingencies referred to in Section 11 (Products Warranty), Clampco Products, Inc. may deliver such shipment by moving it to a storage lot and account of and at the risk of Purchaser. Shipping dates are based on prompt receipt of all necessary information from Purchaser. Clampco Products, Inc. reserves the right to deliver in installments. The Purchaser should state explicitly the method of shipment preferred and in the absence of shipping directions Clampco Products, Inc. will use its own discretion regarding carrier.
- B. Delivery to the customer of finished parts depends upon receipts by us of material, tools, jigs, fixtures, and dies. Estimated delivery dates are based on statements of suppliers and are not guaranteed. Clampco will use its best efforts to complete delivery on estimated dates, but we assume no liability for failure to do so.

#### 3. Risk of Loss.

- A. Notwithstanding any agreement with respect to delivery terms of payment or delivery charges, risk of loss or damage shall pass to Purchaser and delivery shall be deemed to be complete upon delivery to a private or common carrier or

upon moving into storage, whichever occurs first, at the point of shipment. All claims for breakage, damage and losses should be made direct to the transportation company. When freight carriers dictate that Clampco initiates a lost or damaged product claim, the customer remains responsible for full payment of the shipped order.

#### **4. Payment.**

- A. Unless specified to the contrary in writing by Clampco Products, Inc. payment terms are net 30 days from date of invoice.
- B. Contract or orders are subject to approval of Clampco Products, Inc.'s credit department. Clampco Products, Inc. shall have the right to modify, change, or withdraw credit terms at any time prior to delivery without notice and to request guaranties, security, or payment in advance for the amount of credit involved. Clampco Products, Inc. shall have the right to terminate all contracts and orders, whereupon Clampco shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall become due on the date Clampco Products, Inc. is prepared to make delivery. Delays in delivery or non-conformities in any installments shall not relieve Purchaser of its obligation to accept and pay for remaining installments.
- C. If Payments are not made when due, Purchaser shall pay attorneys' fees and court costs incurred by Clampco Products, Inc. in collecting of overdue payments.
- D. Any unpaid account for any manufactured parts or dies, jigs, fixtures, tools, etc. shall constitute a lien of any dies, jigs, fixtures, tools and/or manufactured parts in Clampco's possession. In the event a customer's account either for dies, jigs, fixtures, tools and/or parts remains open and unpaid for a period of ninety days, Clampco reserves the right to use customer's dies, jigs, fixtures, and/or tools to make and sell parts therefrom, and further to sell or dispose of any manufactured parts.

#### **5. Conformance.**

- A. Samples submitted shall be deemed approved if written notice of rejection is not received within two weeks after date of submittal.
- B. Inspection and Tolerances - All dimensions must be limited by specified tolerances; when not specified by the Buyer, it is understood that commercially recognized tolerances will apply. When a sample is supplied for duplication without a blueprint, all dimensions shall be considered as fractional unless otherwise specified and dimensions of the sample will be considered "mean" dimensions. Commercially recognized inspection procedures will be followed by the seller unless specifically arranged otherwise.
- C. When Buyer purchases pursuant to his own specifications, the Seller will not be responsible for the design and fitting of parts; the conforming of the Seller's product to the specified tolerances is sufficient as to the correctness of the product.

#### **6. Tooling.**

- A. In consideration of the engineering service necessary in the designing of dies, tools, jigs, and fixtures which is not charged for, such items being quoted on the basis of labor and material only and not at their fair market value, all such items shall remain in the possession of Clampco Products, Inc. for at least one and one-half years. Thereafter, the customer desiring delivery thereof shall pay a charge of fifty percent above the original billing price of said dies, tools, jigs, and fixtures, and accept as is.
- B. Clampco Products, Inc. agrees to maintain all dies, tools jigs, and fixtures built by same in operating condition for their ordinary life only, except that the liability of the company in this regard shall not extend for more than one year after the completion of the most recent production order. Dies, tools, jigs, and fixtures furnished by or altered by the customer shall be maintained by the customer. Parts produced from such tooling cannot be guaranteed by Clampco Products, Inc. nor does Clampco insure customer's property in its possession.

- C. In case of dissolution or bankruptcy of customer, dies, tools, jigs, and fixtures in the possession of Clampco which have not been fully paid for, the rights to use them and to dispose of parts made from shall become the property of Clampco Products, Inc. as partial satisfaction of unpaid account, unpaid engineering charges and unliquidated damages.

#### **7. Cancellation.**

Any order or contract may be terminated by Purchaser only upon written notice and upon payment of reasonable and proper termination charges, including but not limited to all costs identified to that order or contract incurred prior to the effective date of notice of termination and all charges incurred by Clampco Products, Inc. in respect to the termination, plus a fixed sum of 25% of the final total sales value (price x total quantity). Orders may be cancelled by Clampco Products, Inc. with 30 days written notice.

#### **8. Termination.**

No termination by customer for default shall be effective unless and until Clampco Products, Inc. shall have failed to correct such default within 45 days after receipt by Clampco Products, Inc. of the written notice specifying such default.

#### **9. Blanket Orders.**

Clampco Products, Inc. may accept customer blanket orders for Clampco Products, Inc. Products under the "Standard Terms and Conditions of Sale" as outlined in this document, with the additional conditions as follows.

- A. All blanket purchase orders will contain, a purchase order number, unit pricing, total quantity, scheduled quantities, and release delivery dates.
- B. Clampco Products, Inc. blanket orders will have a maximum duration of (12) months. All blanket orders will be shipped complete within one year (12 months) period from the date of the first shipment on the order.
- C. Any extensions to this shipping policy must be approved in writing by Clampco Products, Inc. management five working days prior to the next scheduled ship date on the blanket order.
- D. Any pricing considerations extended by Clampco Products, Inc. based on the quantities involved in the blanket order will be honored except under the following conditions. If the blanket order is cancelled prior to completion, a cancellation charge will be assessed that may include order cancellation charges, and retraction of the initial pricing considerations that were extended and were based solely on the blanket order quantity. If the blanket order is extended by Clampco Products, Inc. for a period exceeding the original twelve months order period, Clampco Products, Inc. will have the right to pass on any price increases they have incurred on the non-shipped portion of a blanket order that has been extended beyond its original term length.
- E. Blanket orders may be cancelled by Clampco Products, Inc. with 30 days written notice.

#### **10. Force.**

Clampco Products, Inc. shall not be liable for loss, damage, detention or delay, nor be deemed to be in default from causes beyond its reasonable control or from fire, strike, labor difficulties, act or omission of any governmental authority or of Purchaser, compliance with governmental regulations, insurrection or riot, embargo delays or shortages in transportation or inability to obtain necessary labor, materials or manufacturing facilities from usual sources or from defects or delays in the performance of the suppliers or subcontractors due to any of the foregoing causes. In the event of delay due to any such cause, the date of delivery and contract price will be adjusted as may be reasonably necessary to compensate Clampco Products, Inc. for such delay.

#### **11. Products Warranty.**

Clampco Products, Inc. warrants, for a period of one (1) year from the date of original delivery, its products to be free from defects in material and workmanship. Clampco Products, Inc.'s obligation under this warranty is limited to repair or replacement at its factory of any part or parts of said products which shall be returned to Clampco Products, Inc. with transportation charges prepaid and which Clampco Products, Inc.'s examination shall disclose to its satisfaction to have

been defective. This is Clampco, Inc.'s sole warranty. CLAMPSCO PRODUCTS, INC. MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED; AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE AFORESTATED OBLIGATION ARE HEREBY DISCLAIMED BY CLAMPSCO PRODUCTS, INC. AND EXCLUDED FROM THIS AGREEMENT. Clampco Products, Inc. neither assumes nor authorizes any persons to assume for it any other obligation in connection with the sale of Clampco Products, Inc.'s products. This warranty shall not apply to any product or component thereof which has been repaired or altered outside of Clampco Products, Inc.'s factory in any manner, so as, in Clampco Products, Inc.'s judgment to affect its serviceability or which has been subject to misuse, negligence or accident, or to products made by Clampco Products, Inc. which have been operated in a manner contrary to Clampco Products, Inc.'s printed instructions. Under no circumstances shall Clampco Products, Inc. be liable for loss, damage, cost of repair or consequential damages of any kind in connection with the sale, use or repair of any products purchased from Clampco Products, Inc.

## **12. Limitation of Liability.**

- A. IN NO EVENT SHALL CLAMPSCO PRODUCTS, INC., ITS SUPPLIERS OR SUBCONTRACTORS BE LIABLE FOR SPECIAL, INDIRECT, ACCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, including, but not limited to loss of profits or revenue, loss of or use of the Products or any associated Products, cost of capital, cost of substitute Products, facilities or service, downtime costs, delays or claims of customers of the Purchaser or other third parties for such or other damages. Clampco Products, Inc.'s liability on any claim whether in contract, warranty, negligence, tort, strict liability, or otherwise for any loss or damage arising out of connection with, or resulting from this contract or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any Products covered by or furnished under this contract, or from any services rendered in connection therewith, shall in no case (except as provided in the section entitled "Patent Indemnity") exceed the purchase price allowable to the Products or part thereof or service which gives rise to the claim. All causes of action against Clampco Products, Inc. arising out of or relating to this contract or the performance or breach hereof shall expire unless brought within one (1) year of the time of accrual thereof. In no event, regardless of cause, shall Clampco Products, Inc. assume responsibility for or be liable for penalties or penalty causes or any description or for indemnification of customer or others for loss, damages or expenses each arising out of or related to the goods or services of this order.
- B. Clampco Products, Inc. Engineering staff, when requested, will serve customers in submitting suggestions concerning design and construction of parts and will recommend materials, but will not assume any responsibility or liability for the practicability of these suggestions or recommendations adopted by the customer.

## **13. Taxes.**

The contract price does not include any Federal, State or Local property, license, privilege, sales, service, use, excise, value added, gross receipts, or other like taxes which may now or hereafter be applicable in, measured by or imposed upon or with respect to this transaction, the property, its purchase, sale, replacement, value or use, or any service performed in connection therewith. Purchaser agrees to pay or reimburse Clampco Products, Inc., its subcontractors or suppliers any such taxes which Clampco Products, Inc., its subcontractors or suppliers are required to pay or collect or which are required to be withheld.

## **14. Laws and Regulations: Customs Duties.**

- A. Clampco Products, Inc. does not assume any responsibility for compliance with federal, state or local laws and regulations, except as expressly set forth herein, and compliance with any laws and regulations relating to the operation or use of the Products is the sole responsibility of the Purchaser. All laws and regulations expressly incorporated herein shall be those in effect as of the date hereof. In the event of any subsequent revisions or changes therein, Clampco Products, Inc. assumes no responsibility for compliance therewith. If Purchaser declares a modification as a result of any such change or revision, it shall be treated as a change order. Nothing contained herein shall be construed as imposing responsibility or liability upon Clampco Products, Inc. for the obtaining of permits, licenses or approvals from any agency required in connection with the supply erection or operation of the Products.

## 15. Export Control.

Purchaser agrees that in accordance with Part 770 of the Export Administration Regulations published by the U.S. Department of Commerce, Office of Export Administration, that the Products connect with this order or technical data connected with this order is not intended to be shipped, directly or indirectly, to any of the countries prohibited by the Export Administration Regulation.

## 16. Information Furnished to and by Purchaser.

Any drawings or other information submitted to the Purchaser shall remain the exclusive property of Clampco Products, Inc. Purchaser shall not, without Clampco, Inc.'s prior written consent, copy or disclose such information to a third party. Such information shall be used solely for the inspection or operation or maintenance of the Products and not for any other purposes, including the duplication thereof in whole or part.

## 17. Patent Indemnity.

- A. Clampco Products, Inc shall defend at its own expense any actions brought against Purchaser alleging that the Products furnished hereunder by Clampco Products, Inc. or the use of said Products to practice any process supplied hereunder by Clampco Products, Inc. directly infringes any claim of a patent of the United States of America and to pay all damages and costs finally awarded in said actions. Clampco Products, Inc. shall have the right to settle or otherwise terminate said action on behalf of Purchaser.
- B. Clampco Products, Inc. shall have no obligations hereunder and this Paragraph 17 shall not apply:
- (1) to any other Products or processes, including Products and processes supplied hereunder by Clampco Products, Inc. which have been modified or combined with other Products or processes; (2) to any products or articles manufactured by any Products or processes; (3) to any patent issued after the date hereof; and (4) in the event any of said actions are settled or otherwise terminated without the prior written consent of Clampco Products, Inc.
- C. If, in any action defended hereunder, the Products are held to constitute infringement, or the practice of any process using the Products is finally enjoined, Clampco Products, Inc. shall, at its option and its own expense, either procure for Purchaser the right to continue using said Products, or modify or replace it with noninfringing Products, or with Purchaser's assistance, modify the process so that it becomes noninfringing; or remove it and refund the purchase price allocable to the infringing Products. THE FOREGOING PARAGRAPHS STATE THE ENTIRE LIABILITY OF CLAMPSCO PRODUCTS, INC. PRODUCTS MANUFACTURED WITH RESPECT TO PATENT INFRINGEMENT.

## 18. Inventions.

Unless otherwise agreed in writing by Clampco Products, Inc. and Purchaser, all rights, title and interest in any invention, development, improvements or modifications of or for Products and services furnished to Purchaser shall remain with Clampco Products, Inc.

## 19. Assignment.

Any assignment of this contract or any rights or obligations hereunder without prior written consent of Clampco Products, Inc. shall be void.

## 20. Partial Invalidity.

If any provision herein or portion thereof shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion thereof, but these Conditions of Sale shall be construed as if such invalid or unenforceable provision or portion thereof had never been contained herein.

## 21. Choice of Law.

This agreement shall be governed by laws of the state of Ohio, but excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and excluding, Ohio law with respect to conflicts of law. Purchaser agrees that all causes of action under this Agreement shall be brought in the State Courts of the County of Medina, Ohio, or the U.S. District Court which serves Ohio. Purchaser agrees that Wadsworth, OH is both the place of making and the place of performance of this Agreement.



## Supplier Terms and Conditions Agreement

As a supplier to Clampco Products, Inc. ("Clampco"), you ("Supplier") understand and agree to meet the following stipulations whenever a Clampco Purchase Order is issued and accepted.

This specification is in addition to and in no way limiting, superseding, or abrogating any contractual obligation of Supplier to Clampco.

The responsibility of Supplier to meet all requirements of the Clampco Purchase Order is a necessity regardless of if Clampco has approved Supplier's system, procedures, work instructions, or has conducted an inspection of material product at Supplier's facility.

Supplier shall be responsible for reviewing and acknowledging acceptance or, by stating in writing, any exceptions to the Clampco Purchase Order. Supplier is required to satisfy all aspects of Clampco Purchase Orders and ensure that products supplied, including those materials/parts that it may have to purchase or subcontract at whatever level, are in compliance with the technical and quality requirements and any other requirements of the contract.

1. Supplier shall implement a quality management system that fulfills all of Clampco's requirements, and at a minimum, meets the standards of ISO9001 or AS9100 when required.
2. Supplier shall ensure that all applicable customer, regulatory, and ISO 9001 or AS9100 requirements flow-down to any and all sub-tier suppliers (including any requirements regarding purchasing documents and key characteristics).
3. Supplier shall maintain written procedures for identifying the product using adequate means, from procurement, reception, manufacture, to delivery as well as during all production phases. The procedures shall provide the level of traceability required by contractual documents.
4. Supplier shall not subcontract any product or process to a sub-tier supplier without Clampco's written consent, said consent not to be unreasonably withheld.
5. Supplier shall notify Clampco, in writing, of any changes to a product and/or process, including any changes of external providers or location of manufacture. Any such changes shall not be implemented without the express written consent of an authorized Clampco representative, such consent not to be unreasonably withheld.
6. Whenever requested to do so by Clampco, Supplier will provide Clampco with a certificate of test results per the applicable specification and/or a certificate of conformance that states the product(s) and/or material(s) conform to contractual agreements.
7. Supplier shall notify Clampco, in writing, in the event of any nonconforming product(s) and/or material(s). Upon receipt of notice of nonconforming product(s) and/or material(s), an authorized representative Clampco shall make arrangements to obtain approval or rejection of such change from any necessary customer and/or regulatory representatives.
8. When specified, Supplier shall use Clampco's customer approved special process sources.
9. Clampco and its customers reserve the right to perform inspection, verification and validation activities at Supplier or sub-tier suppliers' facilities to verify the authenticity of applicable certificates of conformity, material certificates, etc., and to carry out any quality operation deemed necessary by Clampco.
10. Clampco will control and monitor Supplier's quality and delivery performance. Results will be provided and follow-up actions required as deemed appropriate.
11. When deemed appropriate, Clampco may delegate any of its inspection rights to one of its approved suppliers and/or customers. Supplier must provide the right of access to Clampco, its customers and regulatory authorities to appropriate areas of facilities and to applicable documented information at all levels of the supply chain.

12. Whenever requested to do so by Clampco, Supplier shall provide test parts for design approval, inspection, verification or auditing. At Clampco's request, a first article inspection shall be carried out and the results formally recorded by Supplier.
13. Supplier shall establish and maintain a system for the control of quality documents and records which are used to assure that products supplied to Clampco are processed per purchase order requirements, specification and drawing requirements. Documents shall be retained for 10 years or as specified by Clampco in specific circumstances.
14. Items shall be packaged by Supplier to a standard, which provides protection against damage, deterioration, corrosion and other risks or elements during transportation to Clampco.
15. Supplier shall implement and maintain procedures to prevent counterfeit part contamination in all provided products. Where necessary Clampco may require additional identification, traceability and conformity documentation regarding such procedures.
16. Supplier must ensure that employees meet stated Clampco Purchase Order competence requirements and that employees at all levels of their supply chain are aware of the significance of their contribution to product or service conformity, their contribution to product safety and the importance of ethical behavior in regard to fulfilling contractual obligations/requirements.
17. **Warranty:** Supplier expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new and will be free from defects in material or workmanship. Supplier warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. Supplier warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance or use of the goods or services furnished hereunder shall not affect the Supplier's obligation under this warranty, and such warranties shall survive inspection, test, acceptance, and use. Supplier's warranty shall run to Clampco, its successors, assigns and customers, and users of goods sold by Clampco. Supplier agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to Clampco, when notified of such nonconformity by Clampco, provided Clampco elects to provide Supplier with the opportunity to do so. In the event of failure of Supplier to correct defects in or replace nonconforming goods or services promptly, Clampco, after reasonable notice to Supplier, may make such corrections or replace such goods and services and charge Supplier for the cost incurred by Clampco in doing so.
18. **Delivery:** Time is of the essence of this Agreement and if the delivery of goods or rendering of services is not completed by the time promised, Clampco reserves the right, without liability in addition to its other rights and remedies, to terminate this Agreement by notice effective when received by Supplier as to goods not yet shipped or services not yet rendered and to purchase substitute goods or services elsewhere and charge Supplier with any loss incurred.
19. **Termination for Cause:** Clampco may terminate a purchase order or any part thereof for cause in the event of any default by the Supplier, or if the Supplier fails to comply with any of the terms and conditions of the order. Late deliveries, deliveries of goods which are defective or which do not conform to the order, and failure to provide Clampco, upon request, reasonable assurances of future performance shall all be causes allowing Clampco to terminate an order for cause. In the event of termination for cause, Clampco shall not be liable to Supplier for any amount, and Supplier shall be liable to Clampco for any and all damages sustained by reason of the default which gave rise to the termination.
20. **Limit on Clampco's Liability:** In no event shall Clampco be liable for anticipated profits or for incidental or consequential damages. Clampco's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this agreement or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unit thereof which gives rise to the claim. Clampco shall not be liable for penalties of any description. Any action resulting from any breach on the part of Clampco as to the goods or services delivered hereunder must be commenced within one year after the cause of action has accrued.

21. Proprietary Information: Supplier shall consider all information furnished by Clampco to be confidential – regardless of whether such information is marked as confidential or otherwise expressly communicated to the Supplier as being confidential. Supplier shall not disclose any such information to any other person or use such information itself for any purpose other than performing this contract unless Supplier obtains written permission from Clampco to do so. This paragraph shall apply to drawings, specifications, or other documents prepared by Supplier for Clampco in connection with Clampco orders, as well as any oral communications between Supplier and Clampco in connection with Clampco orders.
22. Waiver: Clampco's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or Clampco's waiver of any breach hereunder shall not thereafter waive any other terms, conditions or privileges whether of the same or similar type.
23. Supplier represents and warrants that it shall perform all activities required under this agreement in compliance with all applicable international, national, state and local laws. These include but are not limited to ITAR (22 CFR Parts 120-130) and EAR (15 CFR Parts 730-774).
24. Compliance with Laws: Supplier agrees that all goods shipped to the Clampco under this agreement will be produced in full compliance with all applicable laws including, but not limited to, the Fair Labor Standards Act. Supplier further agrees that it shall not engage in the employment of child, forced, indentured, involuntary, prison or uncompensated labor. Clampco may, upon notice, inspect Supplier's plant and facilities at reasonable times to determine compliance with the provisions set forth herein. In addition to any other remedies contained herein, Clampco shall have the right to immediately terminate this agreement and any other agreements with Supplier if it determines that Supplier is in violation of this section.
25. Supplier agrees to comply with the following: A) Executive Order 11246 as amended and all regulations promulgated pursuant to that Executive Order including but not limited to the provisions of paragraphs (1) through (7) of the "Equal Opportunity Clause" and the "Certification of Non-segregated Facilities", each of which is incorporated herein by reference, B) Section 503 of the Rehabilitation Act of 1973 including the applicable parts of the affirmative action clause entitled "Affirmative Action for Handicapped Workers" (41 CFR 60-741.4) incorporated herein by reference, C) the Vietnam Era Veterans Readjustment Assistance Act (30 USC §2012) including the applicable parts of the affirmative action clause entitled "Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era" (41 CFR 60-250.4) incorporated herein by reference, D) Executive Order 13496 "Notification of Employee Rights Under Federal Labor Laws" (29 CFR Part 471, Appendix A to Subpart A) also incorporated herein by reference, E) Supplier agrees to comply with all applicable commercial and public anti-bribery laws, including, without limitation, the US Foreign Corrupt Practices Act and the UK Bribery Act, F) Supplier hereby represents and warrants that neither Supplier, nor any persons or entities holding any legal or beneficial interest whatsoever in Supplier, are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC"); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes; or (iii) named on the following list that is published by OFAC: "List of Specially Designated Nationals and Blocked Persons." If the foregoing representation is untrue at any time, an event of default will be deemed to have occurred without the necessity of notice to Supplier and G) the Supplier shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
26. Conflict Minerals: If the product or material being provided contains one or more of the following minerals: tin, tantalum, tungsten or gold, Supplier shall guarantee that it has established a program to procure such materials from refiners/smelters/mill sources that have been verified as conflict-free or that originate from scrap or recycled



metal. Supplier agrees to abide by the mandates of the Dodd-Frank Wall Street Reform and Consumer Protection Act related to conflict minerals and to communicate to its sub-suppliers its own commitment to responsible sourcing and legal compliance. In addition, Supplier shall provide data on their supply chain for the aforementioned minerals to Clampco upon request.

27. This Purchase Order and any contract formed hereunder, shall be governed by, and construed under the internal laws of the State of Ohio, without regard to principles of conflict of law, as the same may be from time to time in effect, including, without limitations the Uniform Commercial Code as in effect in the State of Ohio. If any provision hereof is held to be unenforceable by the final order of any court of competent jurisdiction, such provision shall be severed herefrom and shall not affect the interpretation or enforceability or remaining provisions hereof.
28. Supplier acknowledges and agrees that the remedy at law available to Clampco for breach of any of Supplier's obligations would be inadequate. Supplier therefore agrees that in addition to any other rights or remedies that Clampco may have at law or in equity, temporary, and permanent injunctive relief may be granted in any proceeding that may be brought against Supplier, without the necessity of proof of actual damages.
29. Any notice required under these Terms & Conditions shall be sent to:

If to Clampco: Clampco Products Inc.  
Attention: Supply Chain Manager  
1743 Wall Road  
Wadsworth, Ohio 44281