

PURCHASE ORDER TERMS AND CONDITIONS

1. APPLICATION AND MODIFICATION: These terms and conditions apply equally to the sale or provision of Goods and/or Services unless reasonable interpretation demonstrates applicability solely to Goods or Services and shall govern any sale of Goods or Services to Buyer and Buyer expressly rejects any different or additional terms or conditions or counter-offers. Seller's signature on this purchase order, electronic acknowledgment thereof, shipment of Goods to Buyer, or commencement of performance, shall signify Seller's acceptance of and agreement to these terms and conditions, to the exclusion of all other terms and conditions. In the event of any conflict between these terms and conditions and those contained in any Seller provided document or acknowledgment, these terms and conditions shall govern exclusively. Buyer may make changes in the Goods and/or Services ordered provided that Seller shall notify Buyer of any affect or change to the time or cost for performance. Buyer reserves the right to change these terms and conditions at any time.

2. SHIPMENT; PACKING; INSPECTION; REJECTION: Time is of the essence for each order. Each packing slip, bill of lading and invoice shall bear the purchase order number and location of the plant or other shipment destination. The original bill of lading shall be marked "ATTN: Shipping Manager" at the delivery destination. Buyer reserves all rights and remedies under the Texas Business and Commerce Code, as amended, related to rejection of defective or non-conforming Goods and/or Services.

3. SELLER'S WARRANTIES, INDEMNITIES AND WAIVERS: Seller warrants that the Goods and/or Services will be free and clear of all liens and encumbrances. Seller's warranties shall survive any inspection, testing, delivery, acceptance of, or payment by Buyer for the Goods and/or Services.

Goods Warranties: Seller warrants that the Goods: (i) will conform to applicable drawings, specifications, samples or other descriptions furnished or specified by Buyer (if any); (ii) will be free from defects in material and workmanship and (iii) that Seller has good and marketable title to same. Seller acknowledges that it knows Buyer's purpose for which the Goods have been purchased hereunder and Seller warrants the Goods to be fit therefore and of merchantable quality.

Services Warranty: To the extent Seller provides any services ("Services"), Seller warrants that its Services will comply with all applicable federal, state and local laws, regulations, codes and requirements and that its Services will be provided in a good and workmanlike manner. Buyer retains the right to reject any and all Services by Seller that fail to comply with the Order, and further reserves the right, upon the rejection of non-conforming Services, to treat this Order as breached, or to demand continued performance by Seller in whole or in part. Upon notice to Seller, Buyer may retain the benefits of any non-conforming Services and take any necessary action to make the Services conform, and bill Seller directly for the reasonable cost of such modifications or deduct all or any portion of same from the purchase price.

Warranties as a Basis of the Bargain: Seller agrees and acknowledges that Buyer is relying on Seller's warranties and that such warranties are a basis for Buyer's and Seller's bargain.

Seller shall indemnify, defend and hold harmless Buyer and its affiliated entities and their respective directors, officers, employees, and agents ("Indemnitees"), from and against any and all loss, cost, expense or liability, including legal fees and costs, arising out of the provision of, or defects in, any Goods or Services, for any acts of Seller or its agents, subcontractors or representatives and for any breach of these terms. Seller warrants that the Goods delivered or Services received, either alone or in combination with other goods or services, will not infringe or contribute to the infringement of any United States or foreign claims of any patent, trademark, trade secret or copyright and Seller shall defend, indemnify and hold Buyer and Buyer's affiliated entities harmless from and against all liability and claims based on any allegation of infringement. Seller waives without reservation any defense or immunity it may have under any applicable workers' compensation law or statute or judicial decision in any jurisdiction disallowing or limiting such indemnification.

4. INSURANCE: During performance of the order, Seller agrees to carry minimum insurance as follows: (a) worker's compensation and occupational disease insurance in compliance with the statutory requirements of the state(s) where the Services will be performed, including, if applicable, insurance to comply with the Jones Act, Death on the High Seas Act, Longshore and Harbor Workers' Compensation Act, Outer Continental Shelf Lands Act and Defense Base Act, and providing an Alternate Employer Endorsement naming Buyer and Buyer's affiliated entities for all locations to which the order applies, and Employers' Liability with \$1,000,000 limit; (b) Commercial General Liability Insurance on an occurrence form for bodily injury and property damage with \$1,000,000 each occurrence limit covering premises and operations, products and completed operations (maintained for no less than 2 years following completion of the Services performed under this order), personal and advertising injury, and contractual liability; (c) Automobile Liability Insurance for bodily injury and property damage with limits of \$1,000,000 per accident covering all owned, non-owned and hired vehicles; (d) Umbrella Liability Insurance on an occurrence form with limits each occurrence no less than as prescribed by Buyer's insurance credentialing service, but in no event less than \$2,000,000 each occurrence to follow form of coverages (a), (b), and (c) above. Seller shall not reduce or change the required coverage or limits. Seller's insurance shall not alter Seller's indemnity or other liability to Buyer and Buyer's affiliated entities under the order. Indemnitees shall be named as additional insureds on (b) above using ISO CG2010 11/85 edition or its equivalent providing products and completed operations coverage. Additional insured status shall be on (b), (c) and (d) above, and on (b) above, shall be on a primary and non-contributory basis to any insurance maintained by Buyer. All policies shall contain a waiver of subrogation in Buyer and Buyer's affiliated entities favor except where prohibited by law. Accord certificates of Insurance issued by Seller to Buyer shall reflect the foregoing requirements including copies of additional insured, primary and non-contributory and waiver of subrogation endorsements attached to certificates, shall provide at least thirty (30) days prior written notice of cancellation or reduction in coverage to Buyer and shall not diminish Seller's liability hereunder. Buyer will not pay any Seller invoice until Buyer has received Seller's required insurance. Seller agrees to cooperate with Buyer's insurance credentialing service to obtain required certificates and endorsements. Seller represents and warrants to Buyer that the certificates presented by Seller reflect Seller's actual insurance coverage as set out in Seller's policies of insurance.

5. COMPLIANCE WITH LAWS AND ORDERS: Seller represents and warrants that it is in compliance with and that all Goods and/or Services herein specified are respectively produced or performed in compliance with all applicable state, local and federal laws and regulations, including but not limited to, equal employment opportunity; safety and labor; human trafficking, child labor and slavery laws and regulations; Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990; the Fair Labor Standards Act of 1938; the Family & Medical Leave Act of 1993; the Occupational Safety and Health Act of 1970; the Federal Mine Safety & Health Act of 1977; Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (specifically including Conflict Minerals rules and regulations); Longshore and Harbor Workers' Compensation Act; the Uniformed Services Employment and Reemployment Rights Act; the Immigration Reform and Control Act of 1986; the National Labor Relations Act; the U.S. Foreign Corrupt Practices Act; the U.S. Export Administration Act and all other anti-bribery and anti-corruption, customs, import, export and sanctions laws; all of which laws, regulations and orders, as amended, are hereby incorporated by reference. To the extent the Goods and/or Services purchased under this Order are purchased pursuant to any federal contract subcontract, or purchase order to which Buyer is a party, Seller agrees to comply with and certifies compliance to the following laws and their implementing regulations to the extent applicable to Seller and this Order: Executive Order 11246, Executive Order 13201, the Service Contract Act of 1965, Section 503 of the Rehabilitation Act of 1973, 38 USC § 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, the Drug-Free Workplace Act of 1988, the Davis-Bacon Act of 1931 and the Walsh Healey Public Contracts Act, as well as the following Federal Acquisition Regulation (FAR) and Defense Acquisition Regulation Supplement provisions: FAR 52.203-13 (APR 2010), 52.219-8 (JUL 2013), 52.222-21 (FEB 1999), 52.222-26 (MAR 2007), 52.222-35 (SEP 2010), FAR 52.222-36 (OCT 2010), 52.222-37 (SEP 2010), 52.222-40 (DEC 2010), 52.222-50 (FEB 2009), 52.247-64 (FEB 2006), DFARS 252.247-7023 (JUN 2013), and 252.247-7024 (MAR 2000), all of which are incorporated herein by reference. **To the extent not exempt, Buyer and Seller 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, 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, national origin, protected veteran status or disability.** Seller agrees that Buyer may audit Seller's books and records to verify such compliance and to hold Buyer harmless from any and all liability, claims, civil fines and penalties, including reasonable costs, fees and settlements which may arise out of the failure of the Seller or the Goods and/or Services to meet such requirements as set forth herein.

6. TAXES: Unless otherwise noted, Buyer represents that the sale of Goods covered by this Order is exempt from Federal Manufacturer's Excise Tax and Seller agrees not to charge sales or use tax thereon. Buyer will pay any tax that may be due on the resale or use of such Goods, unless such resale or lease is also exempt from the tax. If the sales transaction for the Goods sold hereunder is later determined to be subject to sales or use tax in any tax jurisdiction, the Buyer agrees to pay such sales or use tax.

7. CANCELLATION; REMEDIES AND SURVIVAL: Buyer reserves the right, without liability or recourse based on reliance involving any third party, to cancel its order, in whole or in part, at any time, upon ten (10) days advance written notice to Seller, in which case Seller shall immediately, unless otherwise directed by Buyer, transfer clear title and deliver to Buyer all then completed and conforming Goods and/or Services stating amounts alleged due for same. Seller's failure to comply with this Section 7 shall be a complete and absolute bar to any and all claims by Seller against Buyer for costs, expenses, fees or other amounts resulting from such cancellation. The provisions of this Section shall not apply to Buyer's cancellation due to any Seller default or breach. In the event that Buyer exercises its cancellation rights above, all rights and remedies of Buyer and all duties and obligations of Seller hereunder shall survive Buyer's cancellation. Buyer reserves all legal and equitable rights and remedies due to Seller breach. No Buyer act or omission shall constitute a waiver of any current, prior, concurrent or subsequent breach, or delay by Seller.

8. ETHICAL CONDUCT: Seller represents and warrants that it requires its employees to conduct business to the highest ethical standards and to avoid at all times the appearance of, or actual, conflicts of interest, violations of law, workplace harassment or violence, unfair business practices, and reprisal for reporting unethical conduct. Seller further represents and warrants that it, and its employees will comply with Buyer's Code of Business Conduct and Ethics located at www.trinityintegrity.com, or, alternatively, that it has a similar code of conduct expressing the same or similar principles as Buyer's Code of Business Conduct and that all Seller's employees are periodically trained on Seller's code and each is required to regularly certify to Seller in writing his compliance with Seller's code.

9. ASSIGNMENT; BROKERS; GOVERNING LAW: Seller is prohibited from delegating or assigning, by operation of law or otherwise, any performance under the order. Seller may not subcontract any manufacturing or supply of the Goods or performance of any Services hereunder to any subcontractor or supplier who does not agree in writing to comply with these terms and conditions in all respects. If Seller is acting solely as a broker of the Goods and/or Services, Seller/broker shall require its suppliers and contractors to comply with these terms and conditions. The parties waive application of the U.N. Convention on Contracts for the International Sale of Goods. **This Agreement shall be construed under the laws of the State of Texas, excluding its conflicts of law principles, and exclusive venue for all disputes arising herefrom shall be Dallas County, Texas. (Rev. 06/22/2015)**