

## PURCHASE ORDER TERMS AND CONDITIONS

**SCOPE AND TERM.** These Terms and Conditions (the “Contract”) govern the supply of products/goods (“products”) and/or services by Supplier to The Sol Group of Companies (“The Group”). Notwithstanding the foregoing, if there is already an agreement between The Group and Supplier (e.g., master contract) that governs the subject matter of the Order (as defined below), then in such an event, the terms of the existing (i.e., master) contract shall apply to the products and services and take precedence over these terms herein.

These terms are effective from the date the Purchase Order (“Order”) is issued by The Group (or, if earlier, the date the supply of products or services commenced) and shall terminate upon the later of: 1) completion of the delivery of the products and/or the services (as applicable); or 2) 1 year after the effective date. The Group may terminate this Contract for any reason upon 30 days written notice. Either party may terminate this Contract upon 15 days written notice if the other party breaches a material term and the specified breach is incurable or remains uncured at the end of 7 days following written notice of the breach.

**PAYMENT OF INVOICES.** Unless otherwise stated in the Order, The Group shall pay each complete and undisputed invoice within 60 days of The Group’s receipt of the invoice. Invoices shall contain a detailed explanation to support its charges. The complete invoice shall include the applicable Purchase/Service Order number, Supplier’s tax registration number, the amount of local currency due, the amount of any value added tax, goods and services tax, harmonized sales tax, social services tax, sales or other taxes Supplier proposes to collect. If The Group elects to make payment on a disputed invoice, then The Group shall retain the right to pursue resolution of the disputed amount any time after payment is made.

**WARRANTY.** Supplier represents and warrants that the goods and/or services shall conform to any description agreed in writing with The Group and/or represented by Supplier to The Group, any specifications and instructions provided by The Group, and any services shall be performed with such care as a reasonably prudent provider of similar services would use under similar circumstances and in a safe, diligent, skillful and workmanlike manner, in accordance with generally accepted industry practices. Supplier represents and warrants that Supplier has transferable title to the products and that the products shall be free from defects in design, workmanship and materials.

**COMPLIANCE WITH LAWS, PROTECTION PROVISIONS.** Supplier shall ensure that its performance of this Contract and its delivery of products and services shall be provided in accordance with all applicable laws and such work, safety and environmental guidelines provided by The Group to Supplier, and with such work, safety and environmental guidelines established by The Group for the site(s) where such Services are to be performed, including the delivery of Products (collectively, the “The Group Policies and Guidelines”). **SUPPLIER DEFENDS, INDEMNIFIES, RELEASES AND HOLDS HARMLESS THE GROUP FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, DEMANDS AND CLAIMS FOR INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF OR DAMAGE TO PROPERTY ARISING OUT OF SUPPLIER’S (OR ITS SUBSUPPLIERS’) PERFORMANCE OR NONPERFORMANCE OF THIS CONTRACT. HOWEVER, SUPPLIER’S INDEMNITY OBLIGATION SHALL EXCLUDE THAT PORTION OF THE CLAIM ARISING OUT OF THE GROUP’S NEGLIGENCE. NEITHER PARTY SHALL BE RESPONSIBLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL DAMAGES WHICH MAY BE SUFFERED BY SUCH PARTY IN CONNECTION WITH THIS CONTRACT.**

**TAX.** Supplier is responsible for all liabilities or claims for taxes that any taxing authority may assess against Supplier or anyone acting on Supplier’s behalf relating to the products, services or this Contract, including taxes assessed or levied against or on account of Supplier’s income, earnings or receipts; compensation or other benefits paid to Supplier’s employees; any property or equipment of Supplier; or the value of the products, services or this Contract.

**IMPORTS; EXPORTS; NECESSARY PERMITS.** Supplier is responsible for exporting and importing all property that is required under this Contract, including exporting any such property from its country of origin and, if required, for exporting any such property when no longer needed under this Contract. Supplier is responsible for all import and export charges imposed in connection with such imports and exports. All temporary import bonds shall be administered by and provided at the sole cost of Supplier. Supplier shall obtain and maintain licenses, permits, registrations, and authorizations necessary for the performance of services or delivery of products under this Contract.

**SUPPLIER DEFENDS, INDEMNIFIES, RELEASES AND HOLDS HARMLESS THE GROUP AGAINST ALL CLAIMS FOR TAXES OR CLAIMS THAT MAY BE ASSESSED OR LEVIED AGAINST THE GROUP IN CONNECTION WITH SUPPLIER’S TAXES OR IMPORT AND EXPORT OBLIGATIONS.**