

INFORMATION SHEET

Terms and Conditions of Purchase

1. Seller's acceptance of the offer represented by this purchase order issued by The Mosack Group, Inc., is expressly limited and subject to these Terms and Conditions, irrespective of any other terms or conditions proposed by Seller. Any such terms or conditions proposed by Seller are hereby rejected by The Mosack Group, Inc., and shall be void and unenforceable.
2. Delivery in whole or in part of the goods to be furnished hereunder shall constitute acceptance of this order, subject to these Terms and Conditions. This is the entire contract between The Mosack Group Inc. and Seller concerning the subject hereof, and no changes of any kind whatsoever are binding on The Mosack Group Inc. unless they are in writing and signed by an authorized representative of The Mosack Group Inc..
3. Seller must provide the goods as indicated on this purchase order and/or therein designated documents. Seller shall not substitute any materials without The Mosack Group Inc.'s written consent. Seller shall indicate The Mosack Group Inc. purchase order number on the shipping documents, which shall indicate Seller's full compliance with the requirements of this order and therein designated documents.
4. When partial shipments are made for the convenience of Seller, additional transportation costs shall be paid entirely by Seller. Any partial or early shipment must be agreed to in writing by The Mosack Group Inc.
5. Blanket orders are subject to firm pricing, to be released over one year from date of first receipt of goods, unless otherwise agreed to in writing by The Mosack Group Inc.
6. Do not execute this order at higher pricing than shown, or previously charged without our written consent.
7. Seller shall deliver the goods to The Mosack Group Inc. on the date(s) indicated in this purchase order. If Seller fails to make delivery of any part of the goods on the date(s) indicated, The Mosack Group Inc. may terminate the purchase order and have no further obligation hereunder, and pursue all other available remedies.
8. All tooling shall remain the property of The Mosack Group Inc., and subject to return upon The Mosack Group Inc.'s request, without additional charge.
9. Seller agrees to comply with all local, state and federal laws, regulations and orders pertaining to the fulfillment of this purchase order, including without limitation, all such laws and regulations regarding equal employment nondiscrimination and affirmative action, if any, specifically including but not limited to the provision of Title VII of the Civil Rights Act of 1964, Executive order 11246 Section 503 of the Rehabilitation Act of 1973, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act, The Toxic Substance Control Act, The Occupational Safety and Health Act, The National Labor Relations Act, The Immigration Reform and Control Act and all binding rules, regulations and relevant orders of any regulatory bodies issued pursuant to any of the above.
10. Seller agrees to indemnify, defend and hold harmless The Mosack Group, Inc. and its successors and assigns from and against any and all claims, demands, liabilities, costs, suits or actions, including all reasonable expenses, attorney fees, lost profits, consequential damages or any other type of damage, including without limitation, injuries to or the death of any person and loss of or damage to any property, including the property of The Mosack Group, Inc. (collectively, "Losses"), alleged to have been caused, in whole or in part, by or resulting from the goods and/or services covered by this purchase order or any breach hereof, or negligence of Seller or its employees, agents, or subcontractors. Without limiting the generality of the foregoing, Seller agrees to indemnify, defend and hold harmless The Mosack Group, Inc. and its successors and assigns from and against any and all Losses arising from or otherwise related to any actual or alleged infringement of any intellectual property rights, including without limitation, patent and trademark rights.
11. All purchase orders, including The Mosack Group, Inc. Terms and Conditions, transmitted electronically constitute binding contracts and are deemed to be the equivalent of written and signed documents.
12. Any and all disputes arising from or otherwise related to this purchase order or these Terms and Conditions shall be resolved exclusively through binding arbitration under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. The place of arbitration shall be Charlotte, North Carolina, USA. The arbitration shall be conducted entirely in English.
13. This purchase order and these Terms and Conditions shall be governed by the law of North Carolina, USA.

PO Terms and Conditions (Rev.A 1/1/2019)

