

1. **DEFINITION:** Each Purchase Order together with these Terms and Conditions and any documents provided by ECM-USA specifically referenced herein (collectively, "Purchase Order") is an order from ECM-USA ("Buyer") to the party to whom Purchase Order is addressed and party's applicable affiliates and subsidiaries ("Seller") to purchase materials, products, labor, and services ordered herein or delivered hereunder, or any part hereof (collectively, "Goods").
2. **ACCEPTANCE:** The Purchase Order with all terms and conditions herein shall be deemed to be accepted and binding upon ECM-USA's receipt of the acknowledgment which must reach ECM-USA within five business days subsequent to the order date or upon commencement of the execution of the order by Seller. Each Purchase Order shall be deemed accepted five business days after ECM-USA delivers the Purchase Order to Seller if Seller fails to expressly acknowledge or object to the Purchase Order in writing. The acknowledgment shall not impede or supersede the terms of the Purchase Order under any circumstances.
3. **COMPLETE AGREEMENT:** By accepting, Seller understands and agrees that this Purchase Order is the complete, exclusive statement of the terms and conditions of the agreement between ECM-USA and Seller and supersedes any previous accord, understanding or agreement, expressed or implied. Terms and conditions provided by Seller deviating from the provisions in this agreement are expressly rejected by ECM-USA and shall not be binding to this agreement. An acknowledged Purchase Order is considered firm and final and shall not entail total or partial termination of the agreement by Seller.
4. **PACKING, MARKING, & SHIPMENT:** Seller shall adhere to all shipping directions specified on the Purchase Order. Seller shall properly prepare and pack Goods in suitable packaging which shall take into account the nature of the Goods and all precautions necessary so as to ensure safe delivery without loss or damage. All invoices, packing lists, shipping containers and correspondences must be marked clearly with the ECM-USA Purchase Order number and ECM-USA Part Number(s). Seller must load and ship as required by this Purchase Order and by the transporting carrier. Unless an authorized ECM-USA representative instructs otherwise, Goods shall be shipped DAP per the location on the face of the Purchase Order abiding by Incoterms 2010 in a manner that allows the lowest transportation rates to apply and adequately protects the quality of the Goods. Seller shall reimburse ECM-USA for all expenses, including damage to Goods, incurred due to improper packing, marking, loading or routing. The risk of loss or damage in transit shall be upon Seller. Shipments in excess of those authorized by ECM-USA shall be returned to Seller at Seller's expense and ECM-USA may debit Seller for the cost of such returns.
5. **DELIVERY:** Time is of the essence. Deliveries shall be made both in quantities and at the times specified by ECM-USA on the Purchase Order. Unless otherwise agreed upon in writing by an authorized ECM-USA representative, partial shipment costs will not be the responsibility of Buyer. Seller shall be entirely liable for any delay in delivery and shall be held liable, whether direct or indirect, without prejudice to the right of ECM-USA to apply late penalty fees to Seller at a rate of 0.1% of value net of VAT per day of delay, even if the order is maintained. When delay in delivery exceeds ten business days, ECM-USA reserves the right to terminate the Purchase Order as set forth herein or to put a third-party supplier in charge of the order at Seller's expense. ECM-USA shall not be required to make payment for Goods delivered that are in excess of firm quantities and delivery schedules specified. Premium shipping expenses and other expenses necessary to meet delivery schedules set forth in this Purchase Order shall be Seller's responsibility.
6. **QUALITY:** Seller guarantees that all Goods purchased under this Purchase Order are (i) free of defects in materials, workmanship, or design in conformance with the descriptions and specifications set forth and shall be fit for any intended use by ECM-USA which Seller has reason to know; (ii) valid title to Goods free and clear of all liens, encumbrances, security interests, burdens, and/or other claims; and (iii) free of infringement or violation of any copyright, trademark, patent or other intellectual property rights. The warranty is in addition to any other warranties implied by law. Should ECM-USA request, Seller shall, at Seller's expense including shipping, repair or replace all or any Goods within this Purchase Order proved to be defective in material, workmanship, or design. Goods that are returned to ECM-USA under this warranty after repair or replacement are subject to current ECM-USA Terms & Conditions provided only by ECM-USA including inspection and acceptance provisions.
7. **INSPECTION AND ACCEPTANCE:** ECM-USA reserves the right to inspect and either accept or reject Goods that contain any defect in material, workmanship, design or fail to conform to the applicable descriptions or specifications. Seller shall be liable for the cost to replace breakage, missing items, partial damages, incorrect items, and/or other defects resulting from improper packaging, marking, or labeling. Neither inspection by ECM-USA or failure to inspect shall not relieve Seller of any obligations hereunder.
8. **PRICING:** The prices in this Purchase Order include all direct, indirect, and incidental charges related to the sale and delivery of Goods. Prices listed on the Purchase Order are firm and final and shall not be subject to increase for any reason unless specifically agreed to in writing by an authorized ECM-USA representative. Seller agrees that the price charged to ECM-USA for Goods is at least as low as the price charged by Seller to other purchasers and that all prices comply with applicable governmental laws and regulations in effect at the time of quotation, sale and delivery. Seller agrees that any price reduction implemented by Seller for any Goods or related charges will apply to all shipments of such Goods under the Purchase Order or any Purchase Order amendment after Seller's implementation of the price reduction. If Seller offers a lower price for the same or similar Goods to any other customer during the term of the Purchase Order, then to the extent permitted by law, Seller will immediately offer ECM-USA the same price for Goods as was offered to the other customer. Unless otherwise specified, Buyer's purchases are for resale and no sales or use taxes shall be charged. Seller is responsible for requesting any required certification from Buyer.
9. **INVOICING:** All invoices shall include the Purchase Order number, ECM-USA's part number(s) where applicable. Seller's part number(s) where applicable, quantity of pieces in shipment, method of shipment, number of shipping containers, Seller's name and current phone number, and bill of lading number before any payment will be made for Goods by Buyer. Invoices shall be sent via email to invoice@ecm-usa.com and, unless otherwise agreed to in writing by an authorized ECM-USA representative, shall be paid 60 days from the date of delivery of the Goods and ECM-USA's receipt of invoice together with the appropriate supporting documentation. Each invoice shall be subject to verification. ECM-USA will return all invoices submitted incorrectly and shall withhold payments due to any dispute hereunder.
10. **WARRANTY:** Seller commits to ECM-USA and to any sub-buyer of a product to repair and/or replace this product at its risk and expense provided that an obvious or latent defect has been stated within 12 months from the reselling of the product, the date of issue of the commercial invoice prevailing. Any terms to the contrary shall be null and void. Goods replacing the defective Goods shall be guaranteed for 12 months from the date of replacement.
11. **SPARE OR REPLACEMENT PARTS:** Seller agrees to ensure for a period of five years the availability of spare and compatible replacement parts and to provide replacement products which are equivalent in dimension, size, operating characteristics and features and price to the Goods whose production has been abandoned. Seller agrees that replacement Goods are standard-compliant products. Seller shall also provide all necessary drawings at no cost to ECM-USA.
12. **OBLIGATION TO INFORM AND COUNSEL:** Seller agrees to inform ECM-USA regarding Goods, in particular but without limitation, concerning their complexity, newness and eventual hazardous nature in accordance with federal/state laws and NFPA standards. Seller shall not exonerate itself from its obligation to inform and counsel. Seller shall question ECM-USA about the intended use of Seller's products and/or services and agrees to warn ECM-USA if the proposed Goods are unfit for the intended use and to adapt its Goods to the needs of ECM-USA.
13. **CHANGES:** ECM-USA shall have the right to make reasonable changes including, but not limited to, drawings, designs, specifications, materials, packaging, time and place of delivery, and method of transportation by delivering a modified or new Purchase Order to Seller, none of which shall entitle Seller to modify the price of Goods covered by any Purchase Order. If any such modifications cause an increase or decrease in the price contained in the agreement, or the time required for the performance, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly upon receipt of confirmation by an authorized ECM-USA representative.
14. **CONFIDENTIALITY:** All information of technical, scientific, commercial, and/or financial nature, including but without limitation to, the drawings, designs, samples, patents, trademarks, computer studies and others, which are communicated and/or entrusted by ECM-USA to Seller, shall be and remain the exclusive possessions of ECM-USA and shall be deemed and treated as strictly confidential by Seller. Consequently Seller shall not disclose any information, in full or in part, directly or indirectly, to third parties without the prior written authorization from ECM-USA. In addition Seller shall return information to ECM-USA without having made copies of any kind upon completion of the Purchase Order. Furthermore equipment, tools, raw materials which have been entrusted by ECM-USA with respect to the execution of this Purchase Order shall be clearly identified as being the property of ECM-USA and shall not be transferred, transformed or destroyed without a prior written confirmation by an authorized ECM-USA representative.
15. **LIABILITY:** Seller shall be solely responsible and liable to ECM-USA for any damageable consequences, whether direct, indirect or consequential, for any lack of conformity, lack of quality and/or latent defects of the delivered Goods and consequently commits to compensate the entire subsequent material and immaterial damages, whether direct or indirect.
16. **INSURANCE:** Seller shall furnish Buyer with insurance certification from Seller's insurance carrier showing that Seller has comprehensive general liability insurance coverage, including product liability coverage, currently in force in an amount of not less than \$1,000,000 combined single limit bodily injury and property damage. The certification shall also contain a vendor's endorsement showing Buyer as an additional insured vendor under Seller's liability hereunder, and shall not in any way modify Seller's indemnification of Buyer.
17. **TRANSFER OF OWNERSHIP:** Unless otherwise agreed upon in writing by an authorized ECM-USA representative, transfer of ownership shall be effective after quality and quantity inspection by ECM-USA or third-party representative. The transfer of risk shall be delayed until Goods have been received at the delivery point specified in the Purchase Order.
18. **TERMINATION:** Without prejudice to any other rights and remedies, ECM-USA shall have the right to terminate all or part of the Purchase Order at any time and with immediate effect if Seller breaches any term or condition of the Purchase Order and fails to cure such breach within 15 business days from the receipt of a written notice.
19. **SETTLEMENT OF DISPUTES:** Any dispute in relation to this order, even in case of guarantee claims or plurality of defenders, failing amicable agreement, shall be brought before the exclusive jurisdiction of the commercial court in which Buyer's registered office is located.
20. **NO WAIVER:** The failure at any time to require performance of Seller for any provision of this contract will in no way affect the right to require such performance at any time thereafter, nor will the waiver of one specific provision of this contract constitute a waiver of any succeeding breach of the same or any other provision.
21. **SEVERABILITY:** If any term of this contract is invalid or unenforceable under applicable law or regulation, such term will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such applicable law or regulation, and the remaining provisions of this contract will remain in full force and effect.