

PURCHASE ORDER TERMS AND CONDITIONS

ACCEPTANCE:

- A. A Purchase Order (“Order”) is J. J. Keller & Associates, Inc.’s (“J. J. Keller”) offer to the vendor or contractor identified on the Order (“Supplier”). Any reference to any offer to sell, or to a quotation or a proposal is solely for the incorporation of descriptions and specifications to the extent they do not conflict with these Terms and Conditions (“Terms”) and stated amounts.
- B. By acknowledging receipt of an Order, or by shipping the goods or performing the services listed on an Order, Supplier agrees to these Terms.
- C. Unless J. J. Keller is advised otherwise, the delivery date indicated becomes obligatory for Supplier.
- D. No change to these Terms, irrespective of the wording of Supplier’s acceptance of an Order, will be valid without J. J. Keller’s written consent.

PRICE:

Each Order shall be based on the last active price quoted by Supplier. An Order must not be filled at a price higher than indicated without express written consent of J. J. Keller. We require a minimum of 120-day notice for price changes with Buyer approval.

TAXES:

Unless otherwise noted on an Order, the cost of goods or services provided by the Supplier shall be deemed to include all local, state, or federal taxes, duties, or import fees.

PAYMENT:

All invoices should indicate J. J. Keller’s Order number, ship from location, method of shipment, net freight charges after discount, if any, payment discount terms and due date. Invoices must not be dated prior to actual shipment date. If invoices are found to contain errors favorable to Supplier, invoice will be returned for correction with no loss in discounts to J. J. Keller.

DELIVERY AND RISK OF LOSS:

- A. Unless noted on an Order, all goods are to be shipped FOB destination. All excess charges from Supplier’s failure to follow routings or ship via the cheapest method will be deducted from invoices. No charges will be allowed for freight, transportation insurance, shipping, handling, demurrage, cartage, packaging, etc., unless agreed to in advance by J. J. Keller.
- B. Risk of loss, processing of any claims and insurance is the responsibility of Supplier until the goods are received and accepted by J. J. Keller.

INSPECTION AND REJECTION:

J. J. Keller reserves the right to inspect all goods and shipments, and reject all items found damaged or defective, or otherwise not meeting J. J. Keller’s quality standards. J. J. Keller also reserves the right to reject any overruns, in its sole discretion. In the event of any rejection, the Supplier is responsible for all inbound and outbound freight charges plus handling charges incurred by J. J. Keller.

WARRANTIES:

- A. Merchantability / Use / Description - Supplier expressly warrants that all goods and services covered by an Order shall conform to the specifications, drawings, samples or other description upon which the Order is based, shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defects.
- B. Patent / Trademarks -Supplier warrants that the use, consumption or sale of the goods ordered herein do not and will not infringe upon any third party’s rights for any patent, patent rights, invention rights, trademark, trade name, or similar rights.

- C. General - The above warranties shall be in addition to and not in limitation of any other warranties, express or implied, whether ordinarily extended by Supplier or established by statute or common law, or elsewhere set forth in these Terms or the applicable Order. All warranties, from Supplier or Supplier's third-party Supplier, express or implied, shall run and extend to J. J. Keller, its successors, assignees, customers, and the users of the products.

INDEMNITY:

Supplier agrees to indemnify and hold harmless J. J. Keller and J. J. Keller's directors, officers, employees, agents, successors, assigns, customers and users of the products from and against any and all damages, claims, liabilities, losses, costs and expenses (including, without limitation, court costs, attorneys' fees, penalties, or punitive damages) arising out of, relating to or resulting in any way from:

- A. Any actual or alleged death or injury to any person, damage to any property or any other damage or loss, including consequential damages, that results, or is claimed to result, in whole or in part, from any actual or alleged:
1. Defects, whether latent or patent, in the goods sold to J. J. Keller including, without limitation, actual or alleged improper construction or design;
 2. Breach of any expressed or implied warranty;
 3. Violation by such goods or their manufacturer, possession, use or sale of any law, statute, or ordinance of any governmental or administrative order, rule or regulation; or
 4. Infringement claims by any third party that the goods or services supplied infringe upon their rights for any patent, patent rights, invention rights, trademark, trade name or similar rights.
- B. Any breach of any covenants and agreements contained in these Terms.
- C. Any act or omission of Supplier, its directors, officers, employees, agents or subcontractors. Supplier will maintain such public liability insurance, including without limitation, products liability insurance, and other insurance as will adequately protect J. J. Keller against such damages, claims, liabilities, losses, and expenses (including without limitation court costs, attorneys' fees, penalties or punitive damages). Supplier agrees to submit certificates of insurance evidencing its insurance coverage when requested by J. J. Keller.

INSURANCE:

- A. Supplier will maintain during the term of an Order, and at its expense, the following types of insurance:
1. Commercial General Liability coverage on an occurrence basis, with limits of at least one million dollars (\$1,000,000) per occurrence for bodily injury and property damage;
 2. Business Auto Liability coverage on an occurrence basis, with limits of at least one million dollars (\$1,000,000) per occurrence for bodily injury and property damage;
 3. Worker's Compensation coverage with statutory limits as required by the state(s) where Contractor will perform this Agreement; and
 4. Employer's Liability coverage with limits of at least one million dollars (\$1,000,000) each accident/disease- each employee.

The insurance types listed above shall provide coverage for claims arising out of Supplier's activities under the Order, including, but not limited to, coverage for errors and omissions caused by Supplier's or its subcontractor's performance of the Order. The coverage limits specified in 1, 2, and 4 may be satisfied through a combination of primary and excess liability coverage.

- B. If Supplier will be performing services on J. J. Keller's premises or, if not, upon J. J. Keller's request, Supplier will provide J. J. Keller with a certificate of insurance evidencing such insurance coverage. Supplier will ensure that J. J. Keller receives at least thirty (30) days prior written notice of any material changes to, or cancellation of, any insurance policy. Notwithstanding anything to the contrary contained in these Terms, if Supplier fails to furnish the certificates or to maintain the insurance required by this Section, J. J. Keller will have the right to terminate the Order immediately upon notice.

LICENSE GRANT:

With respect to any goods or services purchased for resale by J. J. Keller, Supplier hereby grants to J. J. Keller a nonexclusive, royalty-free, worldwide license to use, reproduce and display all trademarks, service marks, logos, and other distinctive brand features that are used in the products and/or services and any descriptive or illustrative material Supplier may provide, including product and/or service information on Supplier's website. Supplier represents and warrants that it possesses the necessary rights to grant this license to J. J. Keller.

PROPRIETARY INFORMATION:

- A. All machinery, equipment tools, jigs, dies, patterns, drawings, printing plates, electronic files, films, formulas, specifications, samples, manufacturing data, or other information furnished to Supplier by J. J. Keller or paid for by J. J. Keller for the fulfillment of an Order ("proprietary information") shall be held by Supplier in strict confidence and used only in connection with the furnishing of services or goods hereunder. All such proprietary information shall remain the property of J. J. Keller, shall be carefully preserved and maintained by Supplier at its expense and shall be promptly returned to J. J. Keller or satisfactorily accounted for upon completion of the Order or upon J. J. Keller's written demand.
- B. From time to time, Supplier may be supplying services or developing specific designs responding to J. J. Keller's specified requirements. In those situations, Supplier is prohibited from exhibiting such services, products, or designs to any other person or firm without obtaining, in each case, J. J. Keller's prior written consent.
- C. From time to time, J. J. Keller may authorize Supplier to drop ship products directly to its customers. J. J. Keller customer data contained on an Order is the sole property of J. J. Keller. Unauthorized use or disclosure of this data may result in termination of future orders and any other action necessary to suspend unauthorized use.

GOVERNMENT REGULATION:

Supplier agrees that all items to be delivered will be produced, sold, priced and delivered so as to be in compliance with all federal, state or local law, rules, regulations, and ordinance in effect at time of delivery. In particular, Supplier agrees to compliance with the following:

- A. Fair Labor Standard Act as amended.
- B. Williams - Steiger Occupational Safety and Health Act and its amendments and regulations.
- C. OSHA 1910.1200. All material, especially chemicals, must have safety data sheets (SDS) and affixed warning labels. Items will not be received without data sheets and appropriate labels. Such items shipped will be rejected and returned to Supplier.
- D. California Safe Drinking Water and Toxic Enforcement Act of 1986 (Prop 65). Supplier agrees that it is responsible for ensuring that all goods sent to J. J. Keller are appropriately labeled in compliance with the most up to date guidelines at the time of manufacture. Supplier will accept return of any goods, at its cost (as outlined in Inspection and Rejection section of these terms), that are found by J. J. Keller or a consumer to not be in compliance with Prop 65.
- E. **Equal Opportunity for Protected Veterans, Disability, Race, Color, Religion, Sex, and National Origin. If applicable, Supplier and its subcontractors shall abide by the requirements of United States federal laws which prohibit discrimination and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with the following legally protected status: race, color, religion, sex, national origin (per Executive Order 11246), disability (per 41 CFR 60-741.5(a), and protected veterans (per 41 CFR 60-300.5(a).**
- F. All applicable Environmental Protection Agency (EPA) regulations.
- G. Federal Acquisition Regulation (FAR) as applicable, if known to be part of a Government RFP/RFQ/contract.

SUPPLIER CODE OF CONDUCT:

It is J. J. Keller's policy that it, and its vendors, consultants, suppliers, and subcontractors, meets the standards of integrity and business conduct as outlined in J. J. Keller's Code of Ethics and Business Conduct Corporate Policy ("Code of Ethics"). The Code of Ethics is available online at: <https://www.jjkeller.com/learn/ethics-conduct>. Supplier agrees to abide by the Code of Ethics and cascade the same down to any sub-contractors or agents that provide goods or services to J. J. Keller.

GOVERNING LAW:

The rights of all parties hereunder and the construction of every provision hereof shall be governed by the laws of the State of Wisconsin, without giving effect to principles of conflicts of law. The parties agree that any action arising out of this agreement or in connection with the goods covered hereunder shall be brought in the federal, state, or local court located in or otherwise having jurisdiction over Winnebago County in the State of Wisconsin and the parties hereby consent to personal jurisdiction in such courts and waive any objection based on jurisdiction or venue of any such action.

FORCE MAJEURE:

Neither party is liable for failing to fulfill its obligations due to acts of God, civil or military authority, war, riots, strikes, fire or other causes beyond its reasonable control, except for J. J. Keller's obligation to make payments to Supplier.

TERMINATION:

J. J. Keller may terminate an Order in whole or in part at any time with J. J. Keller's only obligation being to reimburse for the Supplier's cost incurred to the date of termination.

CANCELLATION:

Time is of the essence with regards to any Order. J. J. Keller reserves the right to cancel any lot or installment not timely delivered hereunder or it may, at its option, cancel the entire Order for such late deliveries or any other breach of these Terms.

SERVICE OR INSTALLATION WORK:

In the event an Order requires the performance of any work on J. J. Keller premises or any goods contained therein, the following conditions will apply:

- A. Supplier shall abide by all environmental, health, safety, and security requirements or consensus standards as prescribed by OSHA, EPA, DOT, Wisconsin DNR, ANSI, NIOSH, or applicable ASTM standards while on J. J. Keller property or while operating on behalf of J. J. Keller.
- B. Supplier shall comply with the insurance requirements set forth in the Insurance Section of these Terms prior to the start of any work or service.
- C. Supplier shall take precautions to protect all property, persons, and equipment from damage or injury arising out of its work and shall comply with all local, state, and federal regulations prescribed by any governing regulatory agency for the products or services provided to J. J. Keller and shall be responsible for the observance thereof by all sub-contractors, employees, agents, and representatives of Supplier and its subcontractors.
- D. If Supplier brings equipment onsite as part of its services Supplier must ensure the equipment is in safe working condition and is functioning properly throughout the contract. If at any point equipment becomes damaged, modified, or unsafe, Supplier will notify J. J. Keller and activities shall be halted until the equipment is repaired or replaced.
- E. Supplier shall keep the premises and work free and clear of all mechanics and material liens or claims. Supplier shall promptly pay for all labor and material and provide appropriate lien waivers.
- F. The work shall remain at Supplier's risk prior to acceptance by J. J. Keller and Supplier shall replace at its own expense all work damaged or destroyed by any cause whatsoever.
- G. Supplier shall perform its work in accordance with the schedules and work programs established by J. J. Keller or as agreed by the parties and shall fully cooperate with J. J. Keller and others engaged in work on the project so that the work on the entire project may be performed with the utmost speed, consistent with good practices.
- H. Supplier shall carry on its work so that the premises shall at all times be clean, orderly and free from debris and upon completion shall remove all equipment and unused materials from the project: clean up all refuse and debris and leave the site of the work clean, orderly, and in good condition.
- I. Supplier shall require Supplier's employees, agents, contractors or sub-contractors to abide by J. J. Keller's work and safety rules when work or services are performed on J. J. Keller's premises. J. J. Keller has the right to exclude personnel from J. J. Keller's premises who do not abide by such rules, and at J. J. Keller's election, to declare a default under the Order.
- J. Supplier is solely liable for its employees, agents, contractors or sub-contractors, and their action, while on J. J. Keller's premises. Supplier indemnifies J. J. Keller in accordance with the Indemnity Section of these Terms.
- K. Supplier shall provide appropriate SDS sheets to be on site and available throughout the project for all chemicals brought onto the premises.
- L. J. J. Keller reserves the right to inspect, as it considers necessary, motor vehicles, toolboxes, equipment, packages and private property brought onto or taken off any J. J. Keller properties/buildings.

BACKGROUND CHECKS AND DRUG SCREENS:

In the event that Supplier: (i) performs unescorted services within a J. J. Keller building, or (ii) will have access to J. J. Keller systems, networks, or data (whether physical or virtual), Supplier will conduct background checks and drug screens as set forth in this Section for each of its employees, agents and subcontractors (collectively "personnel") to be assigned to perform such services prior to the access being granted. For personnel located within the United States, the checks/screens will include:

- A. **Identity Profile** – Verify Social Security Number, report of aliases and name variations used by the individual, and report of address history.
- B. **State Criminal Court Search** (for all states that an individual has resided in)
- C. **Federal Criminal Court Search**
- D. **National Criminal Database**
- E. **OFAC's Specially Designated Nationals and Blocked Persons List** – Verify that individual is not a Prohibited Person as determined by the Office of Foreign Assets Control (OFAC), and is not on OFAC's Specially Designated Nationals and Blocked Persons List. Supplier may complete this by using the U.S. Department of Treasury website.

F. **Drug Screen** – 5 panel

- G. **Employment Authorization** – Verification of employment authorization and supporting I-9 documentation. This can be completed by either Supplier if done through the official website for the Department of Homeland Security, or a professional provider of such services.

If an individual lists a residence outside of the United States, Supplier must comply with applicable local best practices for employment background screening, and re-credential personnel periodically according to best practices. Unless stated differently above, all background checks and drug screens are to be conducted by a professional provider of such services and in accordance with applicable law. The length of time covered in each background check shall be the maximum length as determined by federal or applicable state or local law. All costs associated with the background checks and drug screens will be Supplier's sole responsibility.

Review of the background check and drug screen results is the responsibility of Supplier. Supplier will determine if any Supplier personnel could pose a threat to J. J. Keller's physical or electronic security in accordance with information deemed to be job-related and, to the extent permitted by any federal, state, or local laws, rules, or regulations, exclude any such personnel from performing the services. Personnel who test positive for the illegal use of a substance must not be assigned to perform the Services. Upon request, Supplier will provide written confirmation that the required background checks and drug screens have been performed for all Supplier personnel assigned to perform the services. Supplier will update the criminal background checks at least every two (2) years for Supplier personnel located in the United States so long as the individual continues to provide services to J. J. Keller subject to these background check requirements.