

## Steiner Electric Company

### TERMS AND CONDITIONS OF THE PURCHASE OF GOODS AND/OR SERVICES

1. **Governing Terms and Conditions** The purchase of any goods ("Goods") and/or services ("Services") by Steiner Electric Company, or any of its affiliates ("Company"), from the person or legal entity to which this purchase order is addressed ("Seller") is expressly subject to and conditioned upon the terms and conditions herein ("Terms and Conditions"), together with any attachments and other information, whether physically attached or incorporated by reference (sometimes collectively, the "**Purchase Order**"). These Terms and Conditions, which Company may change at any time without notice, constitute the entire and exclusive agreement between Company and Seller for the purchase of the Goods and/or the performance of the Services (collectively, the "**Work**").

These Terms and Conditions and other matters appearing on any Purchase Order shall apply to the purchase by Company from Seller of all Goods or Services set out on the Purchase Order to the exclusion of all other terms and conditions (other than terms and conditions expressly agreed to in writing by an officer of the Company), including (i) any terms or conditions which are implied by trade, custom, practice or course of dealing or which Seller may purport to apply; or (ii) any prior, additional, contrary or inconsistent terms or conditions contained in any order confirmation, acknowledgment, estimate, shipment, invoicing document or other written correspondence of Seller, even if Seller purports to condition its acceptance of the Purchase Order on Company's agreement to such different or additional terms. Company may make changes to the Purchase Order at any time, whether by oral or written request to Seller; if any such change causes an increase or decrease in the cost of or the time required for performance of the Work, an equitable adjustment will be made in the purchase price or delivery schedule, or both.

The parties expressly agree that these Terms and Conditions shall apply regardless how Seller and Company choose to transact business, including but not limited to transactions handled through electronic data interchange (EDI).

2. **Acceptance**. In no event shall the Purchase Order be binding on Company until Seller accepts the Purchase Order in writing or starts to perform the Work in accordance with the specifications of the Purchase Order. Company may withdraw the Purchase Order at any time before it is accepted by Seller.
3. **Delivery of Goods and/or Performance of Services**. Seller shall deliver the Goods and/or perform the Services in the quantities and on the date(s) specified in the Purchase Order or as otherwise agreed in writing by Company and Seller (the "**Delivery Date**"). Timely delivery of the Goods and/or performance of the Services is of the essence. If Seller fails to deliver the Goods and/or perform the Services in full on the Delivery Date, Company may terminate the Purchase Order immediately by providing written notice to Seller and Seller shall pay or reimburse Company against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods and/or perform the Services on the Delivery Date. All Goods shall be delivered to and all Services shall be performed at the address specified in the Purchase Order (the "**Delivery Location**") during Company's normal business hours or as otherwise instructed by Company.
4. **Packaging; Shipping; Inspection and Rejection of Goods**. The Goods shall be packed for shipment according to Company's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in an undamaged condition. Delivery of the Goods shall be made Delivered Duty Paid (Delivery Location) (in accordance with 2010 Incoterms). Seller shall give written notice of shipment to Company when the Goods are delivered to a carrier for transportation. Prior to or contemporaneously with the delivery of the Goods to Company, Seller shall provide Company with all shipping documents, including the packing list, air waybill, bill of lading and any other documents necessary to release the Goods to Company.

Unless otherwise specified on the face of the Purchase Order, title to the Goods and risk of loss thereof, will pass to Company only upon their delivery to the Delivery Location and upon inspection and acceptance by Company. The carrier handling delivery of the Goods must be approved by Company,

which approval will not be unreasonably withheld and the cost of transportation shall be included in the cost of the Goods, unless otherwise specified on the face of the Purchase Order.

Company has the right to inspect the Goods on or after the Delivery Date. Company, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines, in its reasonable judgment, that the Goods (or their quantity) are nonconforming or defective. In addition to any remedies available at law, if Company chooses to reject all or any portion of the Goods, Company has the right, effective upon written notice to Seller, to return the Goods (in whole or in part) to Seller at Seller's own risk and expense.

Any inspection or other action by Company under this Section 4 shall not reduce or otherwise affect Seller's obligations under the Purchase Order or these Terms and Conditions.

5. **Price.** The price of the Goods and/or Services shall be the price stated in the Purchase Order (the "**Price**"). Unless otherwise specified in the Purchase Order, the Price includes all packaging, transportation costs to the Delivery Location, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Company.
6. **Payment Terms.**
  - a. Unless otherwise stated on the Purchase Order, Company shall pay the Price (except for any amounts disputed by Company in good faith) due to Seller on or before, and payment shall not be due until the twentieth (20<sup>th</sup>) day of the month following the later of (i) the date of Company's receipt and acceptance of the Goods and/or Services in accordance with these Terms and Conditions (the "**Receipt Date**"); and (ii) the date of Company's receipt of an accurate and complete invoice (the "**Invoice Date**"). Notwithstanding the foregoing, in no event shall any payment of the Price to Seller be due earlier than thirty (30) days following the later of the Receipt Date and the Invoice Date. Seller shall, at its sole expense, comply with Company's instructions and/or then current policies with respect to the form, content and method for submission of an invoice ("**Invoice**"). Any Invoice or other agreed upon billing communications shall be submitted with all appropriate supporting documentation and other information reasonably required by Company. Invoices that do not contain all necessary information are subject to return for correction and any such Invoice shall not be deemed to be accurate and complete until corrected. Without prejudice to any other right or remedy it may have, Company reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Company to Seller, whether under the Purchase Order or otherwise.
  - b. In the event that any purchase of Goods and/or Services is subject to a cash discount, the cash discount period will date from the Company's receipt of the Invoice. With respect to any Invoice returned for correction, the cash discount period will date from the receipt of the corrected Invoice.
  - c. In the event of a payment dispute, Company shall promptly deliver a written statement to Seller listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed are deemed accepted and shall be paid within the period set forth in this **Section 6**. The parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under the Purchase Order notwithstanding any such dispute.
7. **Warranty With Respect to Goods.**
  - a. In addition to any other express or implied warranties provided by law or otherwise, Seller warrants, covenants and represents to Company:
    - i. at the time of delivery to Company (1) Seller has good and clear title to any and all Goods and said Goods are free and clear of any and all liens, claims, security interests and encumbrances and no Goods supplied will be subject to the right(s) of any third parties; (2) any and all Goods will be new, unless otherwise agreed in writing by the parties and will be of merchantable quality; (3) any and all Goods will be (A) fit and sufficient for the particular use(s) intended, (B) free from defects, whether

patent or latent, in material and workmanship, and (C) in full conformity with all specifications and requirement; and (4) any and all Goods have been, and are, produced and shipped in compliance with any and all applicable laws, codes and regulations (including but not limited to making safety data sheets available to Company as required); and

- ii. Seller will not, in the production, provision and/or shipment of any Goods, (1) infringe on the rights of any third party including any intellectual property rights (which includes without limitation any patent, invention, trademark, service mark, copyright, design rights, and trade secrets (collectively, "Intellectual Property Rights")); and/or (2) violate any third party's rights of privacy and/or publicity.
- b. The warranties contained in this **Section 7** shall survive any delivery, inspection, acceptance or payment of or for the Goods. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Company's discovery of the noncompliance of the Goods with the foregoing warranties.
- c. If, following acceptance of the Goods by Company, Company gives Seller notice of noncompliance with this **Section 7**, Seller shall, at its own cost and expense, within five (5) business days of such notice, replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming Goods to Seller and the delivery of repaired or replacement Goods. Notwithstanding the foregoing, Company may, at its option, return any defective or conforming Goods for a full refund of any and all moneys previously paid to Seller for the defective or non-conforming Goods, together with all related actual costs incurred. Seller hereby irrevocably extends to the Company any and all warranties received from Seller's suppliers and applicable to the Goods and shall enforce such warranties on behalf of the Company.
- d. It is understood and agreed that from time to time Company may modify the Goods and that any modification performed in accordance with Seller's guidelines or that is standard and customary with respect to such Goods in the industry shall not void, terminate or limit any of Seller's warranties, responsibilities or obligations herein contained; provided, however, that Seller shall not be responsible for any claim if and to the extent that such claim shall result from Company's negligence or willful misconduct in performing such modifications.

**8. Standard of Services.**

- a. Seller represents and warrants to the Company that any Services performed by Seller:
  - i. shall be performed by suitably qualified personnel;
  - ii. shall be performed in a good and workmanlike fashion and with all due speed, care, skill and diligence;
  - iii. shall be carried out in accordance with these Terms and Conditions, the Purchase Order, with current industry standard codes of practice, and the highest standards prevailing in Seller's industry; and
  - iv. shall be carried out in compliance with any and all applicable laws, codes and regulations, including but not limited to obtaining all necessary licenses, work permits or other authorizations.
- b. Company shall have the right exercisable during the performance of the Services to suspend any payment obligation in respect of the Services if the performance does not conform with these Terms and Conditions or the requirements set forth in the Purchase Order or if the performance of the Services is delayed.
- c. In the event that Seller's performance of the Services does not conform with these Terms and Conditions and/or the requirements set forth in the Purchase Order, Company shall have the right to purchase the Services from an alternative provider and any additional expenses incurred by Company in connection therewith shall be paid by Seller to Company.

**9. General Indemnification.**

- a. Seller shall defend, indemnify and hold harmless Company, and its subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees (collectively, the

"Indemnified Parties" and each an "Indemnified Party") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense (including reasonable attorney and professional fees and costs) (collectively, "Losses") incurred by any Indemnified Party and directly or indirectly arising out of, relating to or occurring in connection with: (i) the Goods purchased from Seller; (ii) the Services performed by Seller; (iii) Seller's negligence and/or willful misconduct in connection with the performance of the Work; (iv) any defect or inaccuracy in any manual, instructions, or other literature distributed by Seller relating to the Goods; or (v) any breach of the Purchase Order or these Terms and Conditions, including, without limitation, Seller's warranties hereunder; provided however that Seller shall not be required to defend, indemnify and hold harmless any Indemnified Party to the extent that such Indemnified Party's negligence or willful misconduct caused its Losses.

- b. Seller will, wholly and solely at its own expense, if so requested by the Indemnified Parties (or any of them), defend any and all claims, demands, proceedings, suits and/or actions against the Indemnified Parties, in which any of the aforesaid claims are alleged, provided Seller is duly notified of such claims, proceedings or actions. Any delay in notifying Seller of an indemnified claim shall excuse Seller's obligations hereunder only if and to the extent that it is prejudiced thereby. Seller shall defend any such claim, suit, proceeding or action with counsel of its choice and shall have the right to settle such claim, suit, proceeding or action on such terms as Seller shall in its sole discretion determine, except that any matters affecting Company shall require the prior written approval of Company (which approval shall not unreasonably be withheld). Company shall have the right to participate in any such claim, suit, proceeding or action with counsel selected by Company at its cost and expense. In the event that Seller does not defend or retain counsel, Company may select counsel and defend such claim, suit, proceeding or action at Seller's cost and expense and, in such event, Company shall have the right to settle same without prior approval of Seller.
10. **Intellectual Property Indemnification.** Seller shall, at its sole expense, defend, indemnify and hold harmless the Indemnified Parties against any and all Losses arising out of or in connection with any claim that any Indemnified Party's possession, use and/or receipt of the Goods and/or Services, or any component thereof, including any software or firmware associated therewith, infringes or misappropriates the Intellectual Property Rights of any third party ("Infringement Claim"). Seller shall defend any such Infringement Claim with counsel of its choice and shall have the right to settle such Infringement Claim on such terms as Seller shall in its sole discretion determine, except that any matters affecting Company shall require the prior written approval of Company (which approval shall not unreasonably be withheld). Company shall have the right to participate in any Infringement Claim with counsel selected by Company at its cost and expense. In the event that Seller does not defend or retain counsel, Company may select counsel and defend such Infringement Claim at Seller's cost and expense and, in such event, Company shall have the right to settle same without prior approval of Seller. If in connection with any such Infringement Claim, any Goods are held to constitute an infringement of the Intellectual Property Rights of any third party and use thereof is enjoined, Seller will, at the Indemnified Party's election, either (i) procure the right to continue using the Goods, if feasible, (ii) modify the Goods to make them non-infringing, or (iii) replace the same with non-infringing Goods. The provisions of Section 9(b) shall be deemed to apply with respect to Infringement Claims.
11. **Insurance.**
- a. Seller shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to (i) commercial general liability (including coverage against product liability, bodily injury, personal injury, libel, slander, and property damage claims, and containing a contractual liability endorsement) with minimum bodily injury and property damage combined single limits of \$5,000,000 per occurrence; (ii) automobile liability insurance with minimum bodily injury and property damage combined single limits of \$1,000,000 per occurrence; and (iii) workers compensation with limits that comply with the applicable state statutes in the state where services are performed by Seller and employer's liability with limits of \$1,000,000. All such coverage must be provided by financially sound and reputable insurers. Compliance with this insurance requirement will in no way limit Seller's

obligations or liabilities under this Agreement. Any insurance that the Company carries will be for its sole benefit and will not contribute to any insurance that Seller carries.

- b. Upon Company's request, Seller shall provide Company with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in this **Section 11**, provided, however, the failure of Company to request such certificate or to object to a certificate that fails to meet the requirements of these Terms and Conditions shall not be deemed a waiver of Seller's obligation to provide the insurance as required above. The certificate of insurance shall name Company as an additional insured and shall not be cancellable except upon at least thirty (30) days' prior written notice to Company. In all cases, Seller shall provide Company with thirty (30) days' advance written notice in the event of a cancellation or material change in Seller's insurance policy. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against any Indemnified Party or any insurer of any Indemnified Party.

## 12. **Confidentiality.**

- a. Seller acknowledges that in connection with the performance of its obligations under the Purchase Order, Seller may have access to confidential business and proprietary information of Company (or one or more of its customers) including but not limited to (i) data, plans, specifications, formulae, drawings, customer lists and/or any other information whether business or technical, of a confidential nature, including but in no way limited to any information such as might be entitled to protection under any laws, statutes, codes, and/or regulations, which has been furnished directly or indirectly, in writing or otherwise to Seller; and (ii) such information as a person familiar with Company's business and the industry in which it operates would reasonably consider to be (1) of a confidential or proprietary nature, and (2) that the maintenance of its confidentiality would likely be of a commercial value to Company or its customer(s) (collectively, "**Confidential Information**").
- b. Seller agrees on behalf of itself and its officers, directors, employees and agents to use its best efforts and a reasonable degree of care to prevent duplication, use (except as necessary to perform its obligations hereunder) and/or disclosure of any Confidential Information of Company, including, but not limited to, limiting access to Company's Confidential Information to personnel who have a need to know pursuant to Seller's obligations under the Purchase Order, and also only using Confidential Information of Company for purposes of performing under the Purchase Order. Seller shall not disclose such Confidential Information to field sales/engineering personnel without the prior written consent of Company's President. Seller agrees to promptly return or destroy, at Company's option, all Confidential Information of Company upon Company's request.
- c. If Seller is required in any legal, regulatory or similar proceeding to disclose any Confidential Information, Seller will give Company prompt written notice thereof so that Company may seek an appropriate protective order or waive the requirements of this paragraph; provided, however, that if Company does not provide such protective order or waiver within the appropriate time limit, Seller may disclose the Confidential Information to such court or other tribunal strictly in accordance with such requirement.

## 13. **Termination.**

- a. In addition to any rights of termination for cause granted to Company hereunder, the parties hereby acknowledge and agree that:
  - i. Company may terminate the Purchase Order, in whole or in part, at any time, in the event of undelivered Goods and/or Services (for reasons other than a Force Majeure Event described in Section 14 below) upon three (3) days' prior written notice to Seller, provided Seller fails to cure the breach within such three day period;
  - ii. In addition to any remedies that may be provided under these Terms and Conditions, Company may terminate the Purchase Order upon three (3) days' prior written notice to the Seller, either before or after the acceptance of the Goods and/or Services, if Seller has not performed or complied with all of these Terms and Conditions and fails to cure within such three day period;

- iii. Seller may terminate the Purchase Order in the event of a breach by Company of these Terms and Conditions or such Purchase Order upon fifteen (15) days prior written notice to Company, provided Company fails to cure the breach within such fifteen day period ; and
  - iv. To the extent permitted by law, either party may terminate upon written notice to the other party, if the other party becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.
- b. Following termination of any Purchase Order for any reason, whether by Seller or Company, Seller's sole and exclusive remedy is payment for the Goods and/or Services received and accepted by Company prior to such termination.
14. Also, following termination of any Purchase Order for any reason, Company will have the option of using the balance of any printed material that includes Seller's logo and/or trade name or trademark in addition to those of other Sellers represented by Company, without any penalty to Company. **Force Majeure.** Neither party shall be liable to the other for any delay or failure in performing its obligations under the Purchase Order to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party ("**Force Majeure Event**"). Notwithstanding the foregoing, Seller's economic hardship or changes in market conditions are not considered Force Majeure Events. Seller shall use all diligent efforts to end the failure or delay of its performance. If a Force Majeure Event prevents Seller from carrying out its obligations under the Purchase Order for a continuous period of more than five (5) business days, Company may terminate the Purchase Order immediately by giving written notice to Seller.
15. **Assignment.** Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Purchase Order (whether by operation of law or otherwise) without the prior written consent of Company. Any purported assignment or delegation in violation of this **Section 15** shall be null and void. No assignment or delegation shall relieve Seller of any of its obligations hereunder.
16. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in the Purchase Order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
17. **Governing Law.** All matters arising out of or relating to the Purchase Order and these Terms and Conditions shall be governed by and construed in accordance with the internal laws of the State of Illinois without regard to principles of conflicts of law. Seller hereby irrevocably agrees that all disputes arising out of or relating to these Terms and Conditions or the Goods or Services sold hereunder that cannot be resolved by the parties shall be resolved only by the State or Federal courts located in Cook County, Illinois. Seller hereby irrevocably consents and submits to the exclusive jurisdiction and venue of such State and Federal courts and waives any objection or right to contest said jurisdiction or venue or that any such action or proceeding was brought in an inconvenient court.
18. **Cumulative Remedies.** The rights and remedies under the Purchase Order and these Terms and Conditions are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.
19. **Notices.** All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of the Purchase Order or to such other address that may be designated by the receiving party in writing; provided however that properly addressed electronic communications (including email) shall also be permitted for all purposes hereunder except for notice of default. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or

registered mail (in each case, return receipt requested, postage prepaid), or by electronic communication as permitted herein.

20. **Severability.** If any term or provision of the Purchase Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
21. **Government Contracts.** Company must comply with certain legal provisions because it has contracts with the U.S. government. To the extent applicable and if Seller is not exempt, Seller must also comply with these provisions, which are incorporated into this Agreement by reference and set forth in FAR 52.203-13 & 15; 52.219-8; 52.222-26, 35, 36, 50 & 99; 52.226-6; and 52.247-64. Company may modify these requirements at any time as reasonably required by changes in U.S. laws and regulations.
22. **Company's Code of Conduct.** Seller acknowledges that it has read, and will comply with, Company's Code of Conduct (for Suppliers), which can be found on Company's website at [https://www.steinerelectric.com/index.jsp?path=code\\_of\\_conduct](https://www.steinerelectric.com/index.jsp?path=code_of_conduct).

**THE FOLLOWING PROVISIONS, WHICH SUPPLEMENT THE ABOVE PROVISIONS, ALSO APPLY FOR ALL GOODS AND/OR SERVICES PURCHASED BY COMPANY FOR RESALE TO THIRD PARTIES:**

23. **Warranties and Indemnities.** In addition to the rights and benefits Company may have (and without limiting them in any way), Seller acknowledges and agrees that Company's customers purchasing the Goods and/or Services sold to Company hereunder shall also be entitled to all of the rights and benefits of all warranties, representations, and covenants related to the Goods and/or Services made by Seller to Company under this Purchase Order, including but not limited to those warranties, representations, and covenants contained in Sections 7 and 8. The term of such warranties extended to Company's customers shall be deemed to commence upon delivery of the Goods by Company to the customer. Furthermore, Company's customers, and their respective directors, officers, shareholders and employees, shall be covered by all indemnities given by Seller to Company hereunder related to the Goods and/or Services and shall be deemed "Indemnified Parties" for all purposes as that term is defined in Section 9(a).
24. **Competitive Pricing.** Seller represents and warrants that the Price is the lowest price charged by Seller to any of its external buyers (other than governmental entities and charitable organizations) for similar volumes of similar Goods and/or the performance of similar Services in the Company's distribution area. If Seller charges any other buyer a lower price, Seller must apply that price to all Goods and/or Services under the Purchase Order.
25. **Discontinuance; Obsolescence and Recalls.** Seller shall give Company prompt written notice of, and in any event, at least three (3) months before the effective date thereof, any decision to discontinue the manufacture or sale of any Goods or part thereof, any significant improvement or modification in any Goods or any part thereof or any obsolescence relating to any Goods provided to Company (collectively, the "Obsolescent Goods"). Seller shall provide Company with prompt written notice of any recall affecting any Goods or any part thereof (collectively, the "Recalled Goods") and shall follow any instructions provided by Company to address product recalls. Company shall be responsible only to use reasonable efforts to transmit recall notices supplied by Seller to applicable customers that Company can identify from its files. Company shall have the right, within six (6) months after the later of (a) the effective date of discontinuance, modification, obsolescence or recall, or (b) the final shipment date to Company of any such Obsolescent Goods or Recalled Goods, to return to Seller any or all such Obsolescent Goods or Recalled Goods for a full refund of one hundred percent (100%) of Company's total cost for such Obsolescent Goods or Recalled Goods being returned (without any deduction for restocking or other charges), or for an equal dollar amount of other Goods or any combination thereof, as Company may elect in its sole discretion. Company may also, at its discretion, return to Seller any or all demonstration equipment applicable to the Obsolescent Goods and Recalled Goods for a refund equal to Company's total cost therefor, less a discount of fifteen percent (15%) thereof for each year (prorated on a quarterly basis) such demonstration equipment was used by Company, with a maximum discount of

seventy-five percent (75%). Seller shall bear all risk of loss or damage and shall be responsible for and pay all freight charges and/or other shipping and delivery expenses relating to the return of such Obsolete Goods or Recalled Goods.

26. **Returnable Goods.** Upon termination of any Purchase Order for any reason other than pursuant to the default of Company under these Terms and Conditions or any Purchase Order, including without limitation by expiration or at the permitted election of either party, Company shall have the right, within six (6) months after the date of such termination, to return to Seller any or all Goods (whether purchased under the terminated Purchase Order or otherwise) then being held by Company, which are in saleable condition and are listed in Seller's then current catalogue or price sheet (collectively, the "Returnable Goods"), for a full refund of one hundred percent (100%) of Company's total cost for such Returnable Goods, without any deduction for restocking or other charges. Seller shall bear all risk of loss or damage and be responsible for and pay all freight charges and/or other shipping and delivery expenses relating to the return of such Returnable Goods. Upon termination of any Purchase Order due to the default of Company, Company shall have the rights provided in this Section 26, except that a restocking fee of ten percent (10%) of the total cost of the Returnable Goods shall be deducted from the total refund and Company shall be responsible for and pay all freight charges and/or other shipping and delivery expenses relating to the return of such Returnable Goods.
27. **Conflict Minerals.** Company is committed to drive conflict minerals out of the supply chain and it is Company's policy to distribute products from manufacturer organizations who share this commitment. Company is committed to helping its customers comply with all reporting requirements under the U.S. Dodd-Frank Financial Reform Law of 2010 ("Conflicts Minerals Law"), which requires U.S. publicly-traded companies to disclose any "conflict minerals" (specifically, tin, tungsten, tantalum and gold) that are necessary to the functionality or production of products they manufacture or contract to manufacture. Seller agrees that any Goods it sells to Company for resale to third parties either: (1) do not contain any such conflict minerals; or (2) if they do, Seller has provided Company with sufficient information that can be posted on Company's website to fully and properly inform Company's customers of the information needed to comply with the customers' obligations under the Conflicts Minerals Law.
28. **Compliance with RoHS.** Company requires that all Goods of electrical and electronic equipment purchased by Company for resale to customers comply with the EU Directive on the "Restriction of the use of certain hazardous substances", commonly referred to as RoHS. Seller represents and warrants to Company (and its customers) that all Goods of electrical and electronic equipment purchased by Company for resale complies with RoHS, unless Seller clearly informs Company in advance of purchase that such Goods do not comply and Company still elects to proceed.
29. **NAFTA Preferential Tariff Treatment.** Seller will inform Company prior to Company's purchase of any Goods, and, upon request, provide Company with a properly completed and signed North American Free Trade Agreement (NAFTA) Certificate of Origin at the time of delivery to Company or earlier, if the Goods are entitled to preferential tariff treatment under NAFTA. If, for whatever reason, the Goods become ineligible for preferential tariff treatment under NAFTA, Seller will inform Company before Company acquires title to such Goods after the loss of such preferential treatment.