

PURCHASE ORDER TERMS AND CONDITIONS

- 1. APPLICABILITY:** The terms and conditions of this purchase order, and any attachments or items incorporated by reference, constitute the complete and exclusive agreement between CTS Corporation, on behalf of itself and the purchasing subsidiary or affiliate identified in the associated ordering document ("Buyer") and Seller, on behalf of itself and its subsidiaries and affiliates ("Seller").
- 2. ENTIRE AGREEMENT:** This purchase order constitutes the entire agreement between Buyer and Seller. Seller shall not modify, contradict, negate, or add to, any term contained in this purchase order and such modified or additional terms, including for example Seller's standard terms of sale, shall have no force or effect. No modification to this purchase order shall be binding upon the Buyer unless made in writing and signed by Buyer's authorized representative. ACCEPTANCE OF THIS ORDER IS EXPRESSLY LIMITED TO THE TERMS OF THIS PURCHASE ORDER. BUYER OBJECTS TO ANY TERMS AND CONDITIONS INCLUDED WITH SELLER'S QUOTATION, ACKNOWLEDGMENT, WARRANTY STATEMENT, INVOICE OR OTHER DOCUMENT WHICH ARE ADDITIONAL TO OR DIFFERENT THAN OR IN CONFLICT WITH THE TERMS OF THIS PURCHASE ORDER, AND SUCH ADDITIONAL OR DIFFERENT OR CONFLICTING TERMS SHALL NOT BE PART OF THIS PURCHASE ORDER BETWEEN SELLER AND BUYER. NO PRIOR PROPOSALS, QUOTATIONS, STATEMENTS, FORECASTS, COURSE OF DEALING OR USAGE OR TRADE WILL BE PART OF THIS PURCHASE ORDER. This purchase order shall be deemed accepted by Seller upon the earlier of Seller: (a) issuing any acceptance or acknowledgement of this purchase order; (b) delivering any goods ordered; or (c) commencing work called for by this purchase order.
- 3. CHANGES BY BUYER:** Buyer reserves the right at any time, by delivery of notice to Seller, to change (a) the specifications and drawings for goods subject to this purchase order, (b) the place of delivery or (c) the time of delivery. Within fifteen (15) days of Seller's receipt of Buyer's notice, Seller will notify Buyer in writing of any impact on the price of the goods, and/or manufacturing or delivery schedules. If Buyer's accepts Seller's proposal, the parties shall mutually agree in writing to any change to the price of the goods and/or manufacturing or delivery schedule. If Seller fails to respond within fifteen (15) days of Seller's receipt of Buyer's notice, Seller shall be deemed to have accepted Buyer's changes with no adjustment to the price of the goods and/or manufacturing or delivery schedule.
- 4. CHANGES BY SELLER:** Seller shall make no changes to the manufacture of the goods, including any changes in manufacturing or assembly processes, materials, internal or external finishes, or location of manufacturing facilities, without Buyer's prior written consent. If Seller proposes a change, Seller shall notify Buyer at least one hundred twenty (120) days prior to the proposed date of implementation. Seller shall provide any samples and additional data requested by Buyer. If Buyer accepts Seller's proposal, the parties shall mutually agree in writing to any change to the price of the goods and/or manufacturing or delivery schedule. If Buyer does not accept Seller's proposal and Seller implements any such change, Buyer may cancel this purchase order without liability.
- 5. DELIVERY:** Time is of the essence for this purchase order. Seller shall deliver the goods in accordance with the quantities, schedules and other requirements specified in this purchase order. If Seller does not meet the scheduled delivery date, Buyer may, at its option, cancel all or any portion of this purchase order without liability. No act of Buyer, including acceptance of late deliveries, shall act as a waiver of this provision. Seller shall promptly notify Buyer in writing of any anticipated or actual delay in delivery of the goods. Unless otherwise agreed in writing by Buyer, all deliveries of the goods under this purchase order shall be DDP Buyer's facility (Incoterms 2010) and title to the goods shall pass to Buyer at the delivery point.
- 6. PAYMENT:** Payment terms are net sixty (60) days from the date of an accepted invoice.
- 7. PRICE:** Seller shall not invoice Buyer for goods at prices higher than stated in this purchase order, unless authorized in writing by Buyer. Seller represents and warrants that the prices charged for the goods covered by this purchase order do not exceed the prices charged by Seller to other customers for similar quantities of like items under similar delivery requirements. Any Seller charges for preparation, packing, crating and cartage are included in the price of the goods unless specified in this purchase order.
- 8. CANCELLATION:** Buyer reserves the right to cancel this purchase order, in whole or in part, for any reason by giving Seller written notice of cancellation.
- 9. CONFIDENTIAL INFORMATION:** All non-public, confidential or proprietary information of Buyer, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, hardware, software, material formulations and compositions, manufacturing processes and methods, business operations, customer lists, pricing, discounts or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this purchase order is confidential and may not be disclosed or copied by Seller unless authorized in advance by Buyer in writing. Seller shall not disclose, reproduce or use Buyer's confidential information for any purpose other than as required for Seller's performance under this purchase order. Upon Buyer's request, Seller shall promptly return all documents and

other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is (a) in the public domain, (b) known to Seller at the time of disclosure, or (c) rightfully obtained by Seller on a non-confidential basis from a third party.

10. INDEMNIFICATION: Seller will indemnify and hold Buyer and its employees, subsidiaries, affiliates, agents, and customers harmless from any claims, liability, damages, losses, and expenses, including attorney's fees, arising out of (a) actual or claimed infringement of patent, trademark, copyright rights, misappropriation of trade secrets, or breach of confidential relationship, (b) any defects in goods supplied under this purchase order, (c) any breach of Seller's warranties, (d) Seller's failure to timely deliver the goods, (e) any alleged violation of California's Proposition 65 or Seller's failure to disclose the presence of any chemical listed under California's Proposition 65 in goods supplied by Seller, or (f) Seller's non-compliance with applicable law. Seller will, upon request of Buyer, and at Seller's sole expense, defend or assist in the defense of any such action which may be brought against Buyer.

11. WARRANTY: Seller expressly warrants to Buyer and its customers that the goods delivered under this purchase order will (a) conform to the specifications, drawings, samples or other description upon which this purchase order is based, (b) be merchantable and free from all defects in material and workmanship, (c) be free from defects in design if not designed by Buyer, (d) be new and not used or reconditioned, and (e) be fit for their intended purpose. All such warranties shall survive inspection, test, acceptance and use of the goods furnished under this purchase order.

12. INSURANCE: Seller shall purchase and maintain commercial general liability insurance in the amount of at least five million USD (\$5,000,000) with a company rated "A- VII" or better by A. M. Best, or reasonable equivalent, and at request by Buyer provide a Certificate of Insurance identifying Buyer as an additional insured. Failure to provide such certificate after request shall void any pending purchase order, at Buyer's sole option. Seller shall cause the applicable insurer to provide thirty (30) days written notice to Buyer prior to cancellation or material changes to applicable policies. Any such change, modification or cancellation shall not affect Seller's obligation to maintain the required insurance coverage.

13. ASSIGNMENT: This purchase order may not be assigned by Seller, and Seller shall not subcontract or delegate its performance, without Buyer's prior written consent.

14. COMPLIANCE WITH LAWS: Seller represents and warrants that the manufacture, delivery or sale to Buyer of any goods under this purchase order comply with all applicable laws, including without limitation, U.S. laws of extraterritorial application. Upon request, Seller shall furnish Buyer with specific declarations and certifications of legal compliance. **Seller shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.**

15. EXPORT: Seller is responsible for compliance with all applicable U.S. export international trade control laws, including but not limited to the U.S. Department of Commerce's Export Administration Regulations, the U.S. Department of State's International Traffic in Arms Regulations, and all economic and trade sanctions administered by the U.S. Department of Treasury's Office of Foreign Assets Control. Seller will indemnify Buyer for all damages and losses resulting from Seller's non-compliance with applicable export control laws.

16. PROPOSITION 65: Seller shall disclose to Buyer the presence of any chemical listed under California's Proposition 65 (California Health & Safety Code Sections 25249.6, et seq.) in goods supplied by Seller.

17. CONFLICT MINERALS: Seller is responsible for complying with the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Act"), Section 1502, which aims to prevent the use of conflict minerals that directly or indirectly finance or benefit armed groups in the Democratic Republic of the Congo, or an adjoining country, as defined in the Act. Compliance includes, but is not limited to, the completion of all conflict minerals reports requested by Buyer.

18. GENERAL: This purchase order includes the following general provisions: (a) all prior negotiations and proposals between Seller and Buyer regarding the sale of goods are superseded by this purchase order, (b) in the event of a conflict between this purchase order and any other written specifications, proposals, order forms, invoices, or correspondence between Seller and Buyer regarding the goods, this purchase order shall control, (c) this purchase order can only be modified in writing and signed by Buyer's authorized representative, (d) Buyer's waiver of any breach by Seller of this purchase order shall not be construed as a waiver of any other breach, (e) this purchase order is governed by the law of the State of Illinois, U.S.A., without regard to conflicts of law provisions, and the U.N. Convention on Contracts for the International Sales of Goods does not apply, (f) Seller irrevocably submits and agrees to the jurisdiction of the state and federal courts sitting in Chicago, Illinois, U.S.A., and (g) if any provision of this purchase order is held by a court of competent jurisdiction to be contrary to law or public policy, the remaining provisions will remain in full force and effect.

Last updated: April 2020