

# Craig Industries Purchase Order Terms & Conditions

These Standard Purchase Order Terms and Conditions ("Terms and Conditions") govern all Purchase Orders ("P.O.") issued to you ("Seller") by Craig Industries®, Inc ("Buyer").

**AGREEMENT:** Unless otherwise provided in a written agreement executed by both Seller and Buyer, each P.O. accepted by Seller in writing or through performance, together with all documents expressly referenced in such P.O., plus these Terms and Conditions, shall constitute the entire agreement (the "Agreement") between Buyer and Seller with respect to the purchase, sale and delivery of the products or services described in such P.O. Said Agreement shall supersede all prior agreements, understandings and representations between Seller and Buyer with respect thereto. These Terms and Conditions are subject to change without notice to Seller, and the Terms and Conditions in effect at the time of each new order or delivery shall be those on the website at the time of such order or delivery. Hard copies of these Terms and Conditions shall be made available to Seller upon request.

Seller understands and agrees that it may only sell and deliver Products to Buyer using Seller's P.O. Any additional or different terms stated by Seller in any proposal, quotation, confirmation, acknowledgment, invoiced, or otherwise, in writing or oral, are expressly objected to by Buyer without further notice to Seller and shall be of no force and effect, unless expressly agreed to in writing by an authorized representative of Buyer. No course of dealing, usage of trade, or course of performance shall be relevant to explain or supplement any term expressed in the Agreement. Seller is deemed to have assented to all of the terms of the Agreement by accepting Buyer's P.O. in writing or delivering Products to Buyer.

**DELIVERY:** Unless otherwise expressly specified in the P.O., all shipments of Products by Seller to Buyer shall be made FOB destination point. Seller shall deliver the Products and/or complete the work specified in the P.O. on or before the applicable "Delivery Date" indicated in the P.O., provided, however, that Buyer, in its sole discretion, may refuse to accept Products delivered more than two (2) weeks prior to such Delivery Date. Time is of the essence in the performance of Seller's obligations under the Agreement.

**TITLE & RISK OF LOSS:** Seller warrants that it has good title to the Products, free and clear from any security interest, lien, or other encumbrance. Title and

risk of loss or damage to the Products shall pass to Buyer upon delivery to the destination point, subject to Buyer's right to reject non-conforming Products. Notwithstanding the foregoing, risk of loss of any non-conforming Products or deliveries shall remain with Seller unless and until Buyer finally accepts such Products or deliveries.

**INSPECTION & ACCEPTANCE:** Final inspection of Products shall be made at Buyer's factory unless otherwise specified deliver on P.O. Buyer shall either accept or reject all or any part of the Products within ten (10) days of receipt of the Products. Any non-conformity in any Products or work shall be deemed, in Buyer's sole discretion, to substantially impair the value of the Agreement and Buyer, at Buyer's option, may accept or to reject such Products or to revoke any prior acceptance of the Products.

At Buyer's option, Buyer may return non-conforming Products or work to Seller, at Seller's cost, or Buyer may modify or adapt non-conforming Products or work to render it acceptable. If Buyer elects to return such non-conforming Products or work, Seller shall issue a return authorization number for all non-conforming Products within twenty-four (24) hours after Buyer's request, and the title of such non-conforming Products, and the risk of loss associated with them shall remain with the Seller. If Buyer elects to modify or adapt non-conforming Products or work, Buyer may offset all costs incurred in performing any such modifications and adaptations against any and all amounts otherwise due to Seller or, at Buyer's option, may bill Seller directly for such costs.

**PRICE & PAYMENT TERMS:** The prices of Products delivered and work performed shall be as specified in the P.O. thereof. Buyer shall have no obligation to pay for any Products or work that is rejected or as to which acceptance is revoked. If Seller issues a written quote which states a fixed price for the Products for a fixed period of time, Seller agrees to honor the quoted price for the stated period.

**WARRANTIES:** Seller warrants that all Products delivered and work performed under the Agreement shall be merchantable and free from defects in workmanship and material and fit for the purposes for which such Products or work is intended. Further, all Products delivered and work performed shall contain all new materials, shall strictly conform to the requirements stated in the P.O. and all other specifications furnished by Buyer therefore, and shall conform to Seller's specifications to the extent such specifications are consistent with those provided by Buyer. In addition, if

the Products are to be re-sold to Buyer's customers, any express written warranties provided by Seller for the Products may be assigned by Buyer to Buyer's customers.

**INTELLECTUAL PROPERTY RIGHTS:** All property specifically manufactured or designed for Buyer, or property used by Seller in connection with its performance under the Agreement which is owned, furnished, or consigned by Buyer, including but not limited to materials, tools, dies, jigs, molds, patterns, fixtures, equipment, drawings, specifications and other technical documentation (the "Property") shall be and remain the property of Buyer and, if applicable, shall be considered "Work For Hire" and all intellectual property rights to said Work for Hire shall remain property of Buyer. Unless already so marked by Buyer, Seller shall identify and conspicuously mark all Buyer Property as belonging to Buyer and, upon request, shall furnish Buyer a list of all Property being held by Seller. Seller further agrees that such Property shall be used only for the benefit of Buyer and may not be sold to, used by, or provided to any other party, including Seller, without the express written consent of Buyer.

For any products developed by Seller prior to or during the course of their performance under this Agreement that are used in the performance and creation of the work hereunder, Seller hereby grants to Buyer a royalty-free, non-exclusive, unrestricted, irrevocable, world-wide license to use, duplicate, or disclose for any purpose whatsoever and to authorize others to do so, all data and information (including but not limited to writings, recordings, pictorial reproductions, drawings, computer programs, other graphic representations and works of any similar nature) required to be furnished and/or actually furnished to Buyer under Agreement.

**CONFIDENTIALITY & PUBLICITY:** Except as necessary for its performance under the Agreement, Seller shall not disclose to any person or entity (including but not limited to any person or entity affiliated with Seller and any consultant or independent contractor of Seller), reproduce, or use any information furnished by Buyer under the Agreement (whether or not marked as confidential or proprietary), and, at Buyer's request, Seller shall return all such information to Buyer. Further, Seller shall not issue any news release, advertisement, publicity, or promotional material regarding the Agreement or Seller's relationship with Buyer without Buyer's prior written consent. The provision of this Paragraph shall survive the termination or cancellation of any or all P.O.s under the Agreement.

**CHANGES:** Buyer may at any time instruct Seller to make changes within the general scope of the Agreement

in any of the following: (i) Buyer's drawings, designs, or specifications furnished to Seller; (ii) Seller's method of shipment or packing; (iii) the quantities of Products ordered; (iv) the place of delivery; and/or (v) the delivery schedule. If any such change causes an increase or decrease in the cost of, or time required for, performance under the Agreement, Seller shall have a reasonable time (not to exceed five days) to request adjustments in the price and/or delivery schedule for Products directly affected by Buyer's changes. To the extent that Buyer agrees to such adjustments, Buyer will revise the P.O. accordingly. Any requests by Seller for adjustments under this Paragraph shall be deemed waived if not asserted within such five (5) day period, and failure to agree to an adjustment shall not excuse Seller from performing in accordance with the revised P.O. In the event that Seller makes changes in its design, manufacturing process, or specifications that affect Products to be delivered or work to be performed under the Agreement, even if such changes do not materially alter the form, fit or function of such Products or work. Seller shall inform Buyer of such changes not less than sixty (60) days before the Delivery Date in the P.O. specified for the Products.

**TERMINATION & CANCELLATION:** Unless otherwise provided in a written agreement executed by Seller and Buyer, Buyer may terminate any P.O. or any portion thereof upon giving notice to Seller of such termination not less than five (5) business days prior to the earliest applicable Delivery Date set forth in the P.O. for stock items. For build-to-order or custom items, Buyer may cancel, but will be subject to application restocking fees for work in progress.

Notwithstanding the foregoing, Buyer may cancel any P.O. or portion thereof without cost at any time upon notice to Seller if Seller fails to timely perform any of its obligations under the Agreement and such failure is not cured within five (5) business days after written notice of such failure is delivered to Seller.

**APPLICABLE LAW:** The Agreement shall be governed by, and construed under, the laws of the State of Illinois, without regard to any conflicts of laws principles or provisions. All disputes arising in connection therewith shall be heard only by a state or federal court of competent jurisdiction located in Quincy, Adams County, Illinois. The prevailing party in any legal proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection therewith.

**MISCELLANEOUS PROVISIONS:** No addition or modification of the Agreement shall be effective unless made in writing and signed by the respective

representatives of Seller and Buyer. Any delay or failure to enforce at any time and provision of the Agreement shall not constitute a waiver of the right thereafter to enforce each and every provision thereof. If any of the provisions of the Agreement is determined to be invalid, illegal, or otherwise unenforceable, the remaining provisions shall remain in full force and effect. The rights and remedies expressly provided to Buyer herein are not exclusive, but are cumulative and in addition to any other rights and remedies available at law or in equity.

**NOTICES:** Seller shall place Buyer's applicable P.O. number on all notices, correspondence, invoices, packing slips and packages pertaining to the Products and this Agreement. All legal notices to Buyer shall be sent, in writing, via: (1) email to legal@craigindustries.com with a "read receipt"; (2) Certified Mail, return receipt requested, to the attention of Legal Department at 401 Delaware St., Quincy, IL 62301.

**INSURANCE:** Seller shall obtain and maintain at all times from the date it first begins to sell Products to Buyer until 3 years after its last delivery of Products, insurance coverage in amounts not less than the following (a) Workers' Compensation – Statutory Limits for the state or states where the manufacture, design, installation and service of the Product are to be performed (or evidence of authority to self-insure by Seller); (b) General Liability (including General Aggregate, \$1,000,000 per occurrence/\$2,000,000 aggregate; and (c) Excess/Umbrella Liability \$1,000,000. Seller's insurance shall be primary and not over or contributing with any insurance purchased or maintained by Buyer. If requested by Buyer, a Waiver of Subrogation in favor of Buyer shall be included on Seller's Commercial General Liability, Excess Umbrella Liability and Workers Compensation policies. At Buyer's request, Seller shall promptly furnish to Buyer certificates of insurance setting for the amount(s) of coverage, policy number(s) and date(s) of expiration for insurance maintained by Seller. If requested, such certificate(s) shall name Craig Industries, Inc. as an Additional Insured, and shall require the insurer to give Buyer 30 day's prior written notice of any termination, reduction in the amount, or scope of coverage under any policy. Seller's purchase of appropriate insurance coverage or the furnishing of certificates of insurance shall not release Seller of its obligations or liabilities under this Agreement. In the event of Seller's breach of this Paragraph Buyer shall, regardless of any term to the contrary contained in this Agreement, have the right to immediately terminate this Agreement without liability to Seller. Seller agrees that Buyer's failure to request or obtain certificates of insurance from Seller shall not relieve Seller of its

obligations to provide the coverage noted in this Paragraph.

**INDEMNIFICATION:** To the fullest extent permitted by law, Seller shall defend, indemnify and hold harmless us, our agents, officers and employees against any loss, damage, claim, suit, liability, judgment or expense (including, without limitation, attorney's fees) arising out of or in connection with any injury, disease or death of persons or damage or loss of any property or the environment, or violation of any applicable laws or regulations resulting from or in connection with the sale, transportation, installation or use of the Product(s) that is/are the subject of this Purchase Order.

**DUTY TO DEFEND:** Buyer shall promptly notify Seller of any lawsuit, complaint or claim, which Buyer has reason to believe, may be covered by this indemnity provision. If the claimant's sole allegation against Buyer is that Buyer is strictly liable for a defect for which Seller alone is responsible, and if a good faith investigation discloses no basis for Buyer's liability other than the allegations in the lawsuit, complaint, or claim, Seller shall assume Buyer's defense upon Buyer's request, Buyer, and/or its product liability insurance carrier, shall cooperate fully in defense of the action, as Seller and/or its product liability insurance carrier may reasonably require.

The obligations, indemnities and covenants contained in these paragraphs shall survive the consummation or termination of this Agreement.

**TRADEMARKS:** Neither party shall use the trade names or trademarks (individually and collectively "Marks") of the other party hereto, whether in marketing materials, press releases or otherwise, except with the prior written consent of the other. Further, Seller shall not establish a URL or register any domain name or otherwise that uses any Buyer Marks, or any variation thereof. Any written permission given hereunder will constitute a limited, but revocable, license to use the Marks for the purpose identified in such written permission.

**INDEPENDENT CONTRACTOR:** Seller is an independent contractor and is solely responsible for its employees, agents and representatives and all federal, state or other taxes arising from its operations including the manufacture, design, marketing, sale, delivery, installation, service and repair of the Products. Except for the specific obligations described in this Agreement, nothing in this Agreement shall be deemed to constitute, create, give effect to or otherwise recognize a joint venture, partnership or business entity of any kind, nor

shall anything in this Agreement be deemed to constitute Seller as the agent or representative of Buyer.

## FEDERAL CONTRACT FLOW-DOWN

**REQUIREMENTS:** If this Purchase Order is issued in support of a U.S. Government prime contract or higher-tier subcontract, Seller shall comply with all Federal Acquisition Regulation ("FAR"), agency supplemental regulation, and other federal contract requirements that are expressly required to be flowed down to Seller and that are applicable to the goods or services furnished under this Purchase Order.

For purposes of applying such requirements, references to "Government" or "Contracting Officer" shall retain their meaning where required, and references to "Contractor" shall mean Seller and references to "Contract" shall mean this Purchase Order, as appropriate to give effect to the applicable requirement.

Without limiting the foregoing, Seller shall comply with FAR 52.244-6, Subcontracts for Commercial Products and Commercial Services, and the clauses identified therein to the extent applicable to this Purchase Order. Seller shall flow down applicable requirements to its lower-tier subcontractors and suppliers when required by the applicable clause.

Seller shall comply with all applicable federal laws and regulations concerning business ethics, nondiscrimination and equal employment opportunity, employment of veterans and individuals with disabilities, safeguarding of government information, prohibited telecommunications or technology, domestic sourcing, and other federal procurement requirements, but only to the extent such requirements are applicable to Seller and this Purchase Order.

Upon reasonable request, Seller shall provide information or certifications reasonably necessary for Buyer to demonstrate compliance with applicable federal contract requirements.

If a specific U.S. Government prime contract number is identified on this Purchase Order, the foregoing requirements apply in connection with Seller's performance in support of that contract.

**ETHICAL BUSINESS PRACTICES:** Supplier shall conduct its business ethically, lawfully, and with the highest standards of integrity. At a minimum, Supplier shall comply with the following:

1. Integrity and Improper Advantage. Supplier shall prohibit bribery, corruption, kickbacks, fraud, improper payments, and the offering, giving, requesting, or

accepting of anything of value for an improper business advantage.

2. Transparency and Accurate Records. Supplier shall maintain accurate and complete business records and shall not falsify, conceal, or improperly alter records relating to transactions or performance.

3. Intellectual Property and Confidential Information. Supplier shall respect and protect the intellectual property, confidential information, trade secrets, and proprietary rights of Craig Industries, Inc. and third parties.

4. Fair Business, Advertising, and Competition. Supplier shall compete fairly and comply with applicable antitrust, competition, advertising, and fair-trade laws and shall not engage in deceptive, misleading, collusive, or other unfair business practices.

5. Whistleblower and Non-Retaliation Protections. Supplier shall permit good-faith reporting of suspected unlawful or unethical conduct and shall prohibit retaliation against persons who raise concerns, report suspected violations, or participate in investigations.

6. Responsible Sourcing of Minerals. Supplier shall exercise reasonable diligence regarding the source and chain of custody of minerals incorporated into its products and comply with applicable conflict-mineral and responsible-sourcing requirements.

7. Privacy and Data Protection. Supplier shall appropriately protect personal, confidential, and sensitive information and comply with applicable privacy and data-protection laws.

8. Conflicts of Interest. Supplier shall avoid actual or apparent conflicts of interest that could improperly influence its business decisions and shall promptly disclose material conflicts involving Craig Industries, Inc. or work performed on its behalf.

9. Government Contracting Ethics. When performing work related to a government contract or subcontract, Supplier shall comply with applicable government-contracting laws, regulations, ethical requirements, and contractual obligations, including applicable requirements concerning gifts, gratuities, kickbacks, fraud, and improper payments.

10. Human Trafficking and Forced Labor. Supplier shall not use or support forced, bonded, indentured, involuntary, trafficked, or unlawful child labor and shall comply with applicable laws and contractual requirements prohibiting human trafficking and forced labor.

11. Reporting Suspected Violations. Supplier shall promptly report credible evidence of fraud, corruption, kickbacks, conflicts of interest, human trafficking, or other material unlawful or unethical conduct relating to work performed for Craig Industries, Inc. when reporting is required by applicable law or contract.

12. Cooperation and Corrective Action. Supplier shall reasonably cooperate with Craig Industries, Inc. regarding compliance concerns related to these requirements and shall promptly take appropriate corrective action when a violation is identified.

These requirements apply to Supplier and its personnel involved in performing work for Craig Industries, Inc. Supplier shall communicate applicable requirements to its subcontractors and suppliers when necessary to satisfy applicable law, regulation, or contractual flow-down obligations.

**REPRESENTATIONS:** By its sale of Products hereunder, Seller represents and warrants (i) that Seller does and will comply, without limitation, to all applicable federal, state, or local laws, orders, regulations, directions, restrictions, and limitations (whether currently in effect or as hereinafter amended, supplemented, replaced or newly enacted) of any governmental entity having jurisdiction over Seller's manufacture, design, marketing, sale, delivery, installation and/or repair of the Products, (ii) Seller's facilities where the installation and servicing of the Products is to be performed shall comply with all applicable local, state and federal laws, ordinances, rules, regulations, and standards, as may be amended, expanded or enacted from time to time, which may include securing and maintaining at Seller's own cost and expense the necessary permits and licenses required to manufacture, design, market, sell, deliver, install, service and/or repair the Products; and (iii) that it shall, at Seller's own cost and expense, be solely responsible for complying with all applicable certification, labeling reporting and recall requirements of any local, state or federal agencies that regulate the Products or, without limitation, the manufacture, design, marketing, sale, delivery, installation, servicing or repair of Products (except, however, Seller shall not be responsible for any recall costs or expenses that arise solely from Buyer's improper installation of the Product). Further, Seller represents and warrants that the person accepting the P.O. which is a part of the Agreement is Seller's authorized representative and has the authority to enter this Agreement with Buyer for the purchase of Products.

**TAXES:** If Seller's prices on Seller's invoices include sales, use excise, or similar taxes, in addition, Buyer shall pay as part of the Products' purchase price any present or future

sales, use, excise, value added, or other similar tax applicable to the manufacture, design, marketing, sale, price, delivery, installation, service, repair or use of the Products sold, unless Buyer provides to Seller a tax-exemption certificate acceptable to the taxing authority. If Seller's price or Seller's invoice do not include such taxes, they shall be paid by Seller.

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