

## 1. DEFINITIONS.

- (A) "CoorsTek" means CoorsTek, Inc. or any of its subsidiaries or affiliates.
- (B) "Goods" means any goods, supplies, materials, articles, parts, components, assemblies, software, or other items (or any part thereof) to be provided by Seller under this Order.
- (C) "IP" means all rights in and to US and foreign (i) patents, patent disclosures and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases, (iv) trade secrets, know-how and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- (D) "Seller" means any vendor or company supplying Goods and/or Services to CoorsTek pursuant to this Order.
- (E) "Services" means all engineering, design, construction or other services, labor, materials, equipment or tools, and all else necessary to complete the work and provide any deliverables specified on this Order.
- (F) "Specifications" means all specifications, plans, drawings, patterns, process information, designs, technical information, data, information, or CoorsTek Property applicable to the Goods and/or Services.

**2. APPLICABILITY.** These Terms and Conditions of Purchase (these "Terms") and the accompanying purchase order provided by CoorsTek constitute an offer (this "Offer") by CoorsTek to purchase from Seller the Goods and/or Services identified in this Offer. This Offer consists of these Terms, the accompanying purchase order, and any documents incorporated by reference and contains all and the only terms and conditions upon which CoorsTek will purchase Goods and Services from Seller. CoorsTek may withdraw or revoke this Offer at any time prior to Seller's acceptance. Unless otherwise indicated in writing, this Offer expires 30 days from the date of issuance by CoorsTek.

**3. ACCEPTANCE AND ACKNOWLEDGEMENT OF OFFER.** Seller's acceptance of this Offer will be confirmed by the earlier of Seller timely (A) returning a written acknowledgement or confirmation of this Offer, (B) commencing manufacture, delivery, or other performance under this Offer, or (C) providing any other written or oral indication that this Offer has been accepted by Seller. Upon such acceptance, this Offer (including these Terms) will form a valid and binding supply contract and will constitute the entire agreement between Seller and CoorsTek for the purchase of Goods and Services (the "Order"). This Offer is expressly conditioned on Seller's unconditional acceptance of these Terms and the prices, Specifications, and other terms stated in the Offer. CoorsTek expressly rejects all additional or different terms or conditions submitted to CoorsTek in Seller's confirmation, acknowledgement, invoice, or other acceptance documents. Seller acknowledges that such additional or different terms and conditions will be deemed material alterations to the Offer and will not form part of the Order.

**4. DELIVERY.** Timely delivery of the Goods and performance of the Services is of the essence. Seller will deliver the Goods and perform the Services strictly in accordance with the quantities, schedules, and other requirements specified in this Order. No act of CoorsTek, including acceptance of late deliveries, will act as a waiver of this Section 4. Seller will immediately notify CoorsTek in writing of any anticipated or actual delay in Seller's strict performance of its obligations under this Order. In the event of such delay, CoorsTek may cause Seller to deliver the Goods or complete performance of the Services by the most expeditious means,

whereupon any additional delivery or other charges in excess of those that would apply for the usual means of delivery or performance will be borne by Seller. If Seller fails to deliver the Goods in full or complete performance of the Services by the date required by this Order, then CoorsTek may terminate this Order upon written notice to Seller and purchase substitute goods elsewhere. Seller will indemnify and hold harmless CoorsTek against any losses, claims, damages, and reasonable costs and expenses attributable to Seller's failure. CoorsTek may return any Goods delivered prior to the date required by this Order at Seller's expense and Seller will redeliver such Goods on the required delivery date.

**5. PACKING.** All Goods will be packed for shipment according to CoorsTek's instructions and in a manner sufficient to ensure that the Goods are loaded, transported, unloaded, and delivered in an undamaged condition. CoorsTek will not pay or be responsible for any charges for packaging, packing, or returnable containers, unless stated on this Order. CoorsTek will not return any packaging material or containers, unless stated on this Order, and any return of such packaging material or containers will be made at Seller's expense. All Goods that are hazardous materials will be marked by Seller with international danger symbols and will display the name of the material in English. Delivery and other shipping documents must include disclosure of the relevant hazard(s) and emergency response procedures. Such information may be provided on a Material Safety Data Sheet furnished with the Goods that identifies each hazardous chemical and includes information concerning its carcinogenicity or toxicity.

**6. SHIPPING.** Unless otherwise stated on this Order, all Goods will be delivered FCA to the delivery location specified on this Order. CoorsTek will be entitled to specify the carrier to transport the Goods. If requested by CoorsTek, Seller will send electronic notice of shipment the same day the Goods are shipped. Seller will provide to CoorsTek all shipping documents, including the invoice, packing list, bill of lading, or any other document necessary to release the Goods to CoorsTek when delivered.

**7. TITLE & RISK OF LOSS.** Title to the Goods passes to CoorsTek upon the earlier of CoorsTek's full payment of the Goods or delivery of the Goods to the location specified in this Order. Title in all materials, parts, and work-in-process paid by advance or by progress payment by CoorsTek shall vest in and remain in CoorsTek upon CoorsTek's payment. Unless otherwise stated in this Order, Seller bears all risk of loss or damage to the Goods until delivery of the Goods to the location specified in this Order. Risk of loss or damage to any Goods rejected by CoorsTek will pass back to Seller upon CoorsTek providing notice of such rejection to Seller.

**8. INSPECTION.** All Goods ordered by CoorsTek are subject to inspection and testing by CoorsTek or its representatives or customers, including any government customers, at all times, including the period of manufacture and prior to delivery. Seller will permit access to its facilities at all reasonable times for such inspection and will provide all tools, facilities, and assistance reasonably necessary for such inspection, at no cost to CoorsTek. All Goods are also subject to inspection by CoorsTek on or after delivery. CoorsTek may reject all or any portion of the Goods if CoorsTek determines that such Goods are defective or do not conform to the Specifications, warranties, or other requirements of this Order. If CoorsTek rejects any portion of the Goods, CoorsTek may exercise, at its sole option, any of the remedies set forth in Section 13 below. CoorsTek will have the same rights of inspection and testing under this Section 8 for any replacement Goods. Any inspection, payment, or other action by CoorsTek will not reduce or otherwise affect Seller's obligations under the Order, including its warranty obligations.

**9. CHANGES & ADJUSTMENTS.** CoorsTek may, at any time by written change order, change the quantities, Specifications, delivery location, method of shipment, and/or packing of the Goods or Services, authorize additional Goods or Services, and/or change the time for completion of the Services or delivery of the Goods. If any such change results in an increase or decrease in the cost or time required to perform under this Order, Seller will notify CoorsTek in writing within 10 days of receipt of CoorsTek's change order. Nothing herein will excuse Seller from proceeding without delay in the performance of this Order as changed. Seller will not substitute or change any Goods, Services, products, or materials ordered by CoorsTek without the prior written approval of CoorsTek. CoorsTek will not pay for any substitutions or changes that are not approved in writing by CoorsTek prior to any substitutions or changes being implemented.

**10. PRICE.** CoorsTek will pay the price for the Goods and Services specified on this Order. Unless otherwise specified on this Order, the price includes all surcharges, including all costs related to transportation, fuel, raw materials, packaging, packing, returnable containers, insurance, and custom duties. Surcharges for tooling or expedited delivery must be included in the original price quote and stated as a separate line item on this Order. No increase in the price or surcharges specified on this Order is effective, whether due to increased material, labor, or transportation costs or otherwise, without the prior written consent of CoorsTek.

**11. TAXES.** CoorsTek will be responsible for any sales, use, rental, personal property, or other similar taxes assessed on the Goods or Services provided under this Order. If Seller is required to collect certain taxes, then such taxes will be included on the invoice as separate line items; otherwise CoorsTek will pay such taxes directly. Seller will be liable for all taxes on all income it receives from CoorsTek under this Order.

**12. INVOICE & PAYMENT.** Unless otherwise specified on this Order, Seller will issue invoices within 30 days following the delivery of the Goods or completion of the Services specifying the Order number, delivery location, Specifications, unit price, total price, sales tax, freight/delivery costs, and total amount payable, as applicable. If required by CoorsTek, Seller will make available electronic invoicing compatible with CoorsTek's then current enterprise resource planning (ERP) and/or financial system. Unless otherwise specified on this Order, CoorsTek will pay all undisputed portions of an invoice within 60 days from the date CoorsTek received a correct invoice or the date CoorsTek accepted the Goods and/or Services, whichever is later. Seller will accept procurement cards (PCards) and virtual cards (VCards) as a form of payment by CoorsTek. CoorsTek will have no obligation to pay invoiced amounts it disputes in good faith until such dispute is resolved. CoorsTek will notify Seller promptly of any such dispute, and CoorsTek and Seller will seek to resolve all such disputes expeditiously and in good faith. Seller will continue to perform all of its obligations under this Order while CoorsTek and Seller work to resolve any such dispute.

**13. WARRANTIES & REMEDIES.** (A) Seller warrants that, for a period of 18 months from the date of CoorsTek's acceptance, the Goods will be new, be free of defects in material and workmanship, be free and clear of all liens, security interests, and other encumbrances, and conform to applicable Specifications, samples, and other data or requirements specified by CoorsTek. Any Goods or portion thereof not solely of CoorsTek's design will also be merchantable, free of design defects, fit for the purposes expressed in or reasonably inferable from this Order, and not infringe or misappropriate any IP right. If any Goods do not conform to any of these warranties, CoorsTek may, at its sole option, (i) refuse to accept the Goods and terminate the entire Order for cause, including any unshipped or incomplete portion of the Order, (ii) retain the Goods at a reduced price, (iii) retain the Goods and require correction in place at Seller's sole expense, or (iv) return the Goods and

require replacement, correction, credit, or refund. CoorsTek will not be required to obtain Seller's permission to return any Goods to Seller that, in CoorsTek's reasonable discretion, are not in conformity with any of these warranties. If CoorsTek requires replacement of the Goods, Seller will, at its sole expense, promptly replace the Goods and pay for all related expenses, including costs for storage, insurance, and transportation for the return of the Goods and the delivery of replacement Goods. If Seller fails to deliver replacement Goods within 30 days of CoorsTek's request, then CoorsTek may replace the Goods with goods from another source, charge any excess costs to Seller, and terminate this Order for cause.

(B) Seller warrants that it will perform the Services in (i) a professional and workmanlike manner in accordance with best industry standards of care, skill, and diligence observed by professionals performing similar services, (ii) in strict compliance with all Laws (as defined in Section 24), and (iii) strictly in accordance with all requirements and Specifications of this Order. Seller further warrants that none of the Services infringe or misappropriate any IP right. If any of the Services fails to comply with any of these warranties, Seller will promptly correct such Services at Seller's expense. If Seller fails to commence such correction within 5 days of receipt of notice from CoorsTek, CoorsTek may, at its sole option, terminate this Order for cause, procure the Services elsewhere, and charge Seller with any loss incurred.

(C) All warranties will survive delivery, inspection, acceptance and payment and will run to CoorsTek and its customers. Any applicable statute of limitation begins on the date of CoorsTek's discovery of any noncompliance with these warranties. These warranties and remedies are cumulative and in addition to any other warranty or remedy provided by Law or equity. In the event CoorsTek prevails in any legal or administrative action necessary to enforce these warranties and/or remedies against Seller, CoorsTek will be entitled to recover its attorney fees and all costs from Seller. Seller hereby assumes full responsibility and liability resulting from its failure to satisfy these warranty obligations, specifically or in general.

**14. INDEMNITY.** (A) General. Seller will defend, indemnify, and hold harmless CoorsTek, its owners, parents, affiliates, subsidiaries, successors, and assigns, and their respective agents, representatives, directors, officers, shareholders, employees, customers, and all persons claiming under CoorsTek ("Indemnitees") from and against any and all personal injury, sickness, disease, or death, injury to or destruction of real or personal property, including loss of use, theft, misuse, or misappropriation, damage, loss, liability, claim, deficiency, action, order, judgment, interest, award, penalty, fine, cost or expense, including reasonable court costs and attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and pursuing any insurance providers ("Liabilities") arising from and in connection with the Goods, Services or Seller's performance under this Order, including (i) the acts or omissions of Seller, its agents, employees, representatives, subcontractors, and others under Seller's direction or control, except to the extent such Liabilities are proven to have been the direct result of the negligence or willful misconduct of CoorsTek, (ii) assertions under Workers' Compensation or similar employee benefit acts made by Seller or any of Seller's employees, agents, subcontractors, or subcontractors' employees or agents, or (iii) any claim that may be brought against CoorsTek by reason of Seller's failure to comply with any applicable Laws or the terms of this Order, including, without limitation, any warranty set forth herein.

(B) IP. Seller will defend, indemnify, and hold harmless the Indemnitees from and against any and all Liabilities arising out of or in connection with any infringement, misappropriation, or claim of infringement or misappropriation of any IP right relating to Goods, Services, and/or the use thereof, except to the extent such claim arises directly from Seller's strict adherence to any Specifications developed solely by CoorsTek. Seller will, at its expense and without any effect to or waiver of any right CoorsTek may possess at either Law or equity, either: (i) procure for CoorsTek the right to continue using such Goods or Services; or (ii) replace or modify the Goods or Services so that they become non-infringing but only if the modification or

replacement does not adversely affect CoorsTek's rights or ability to use the Goods or Services. If neither of those options is reasonably possible, Seller will refund to CoorsTek all amounts paid to Seller for the infringing Goods or Services and reimburse CoorsTek for reasonable expenses of removal and replacement.

(C) Seller will not enter into any settlement without the Indemnitee's prior written consent. These indemnification obligations will be in addition to the warranty obligations of Seller and will not be limited in any way by any insurance Seller is obligated to maintain under this Order.

**15. INSURANCE.** (A) Seller will, at its own expense, carry and maintain in full force and effect, during the term of this Order and for a period of at least 2 years following the last date of delivery of the Goods or completion of the Services, the following insurance: (i) Workers' Compensation and Employers' Liability Insurance in accordance with all applicable statutory requirements and limits; (ii) Commercial General Liability Insurance, including coverage for premises and completed operations, broad form property damage, personal injury liability, and contractual liability, with minimum limits for combined bodily injury and property damage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (iii) Comprehensive Automobile Liability Insurance in amounts not less than \$1,000,000 combined single limit bodily injury and property damage per occurrence and aggregate for owned and hired-owned automobiles; (iv) if Seller is providing Services, Professional Indemnity Insurance coverage in amounts not less than \$1,000,000 for claims in connection with such Services; and (v) if applicable, Aircraft Liability Insurance with minimum limits of \$10,000,000 for owned and non-owned aircraft.

(B) Certificates of insurance evidencing the coverage required above will be provided to CoorsTek prior to the commencement of any work subject to this Order. Each certificate will contain a provision that the insurance coverage will not be amended or cancelled without 30 days prior written notice to CoorsTek. All such insurance policies will be carried with reputable insurance companies, will name CoorsTek as an additional insured (excluding Workers' Compensation), and will include a waiver of subrogation by the insurer in favor of CoorsTek. Seller's failure to comply with any of the insurance provisions of this Order will not limit or relieve Seller from any of its obligations under this Order.

**16. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL COORSTEK OR SELLER BE LIABLE TO THE OTHER OR TO ANY THIRD PERSON OR ENTITY WITH RESPECT TO THE SUBJECT MATTER OF THIS ORDER, UNDER ANY EQUITY, COMMON LAW, TORT, CONTRACT, ESTOPPEL, NEGLIGENCE, STRICT LIABILITY, WARRANTY, OR OTHER THEORY, FOR ANY (A) INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INDIRECT DAMAGES, OR (B) DAMAGES RELATING TO DIMINUTION OR DEPRECIATION IN VALUE, DELAY OR IDLE TIME FOR LABOR AND EQUIPMENT, OR LOSS OF SALES, CONTRACTS, BUSINESS, PROFITS, REVENUES, PRODUCTION, SAVINGS, DATA, OPPORTUNITY, USE, REPUTATION, OR GOODWILL, EVEN IF THE REMEDIES PROVIDED FOR IN THIS ORDER FAIL FOR THEIR ESSENTIAL PURPOSE AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING DAMAGES OR THE FOREGOING DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. Notwithstanding the foregoing, nothing in this Order will exclude or limit Seller's liability (i) under Sections 13, 14, 19, 20, 21, 24, 25, 26, or 27, (ii) for fraud, gross negligence, or willful misconduct, or (iii) for personal injury or death, or property damage or loss, caused by Seller's negligence.

**17. SPECIAL EQUIPMENT.** If the price stated on this Order includes jigs, dies, fixtures, tools, specifications, or other special equipment and manufacturing aids used in the manufacture of the Goods or performance of the Services, such item(s) will become the property of CoorsTek upon acquisition by Seller. Unless CoorsTek provides its prior written consent, such items will not be used in the production, manufacture, or design of any goods or the performance of any services for any

customer of Seller other than CoorsTek. Such items and any other CoorsTek property located at Seller's premises shall be plainly marked, tagged, or otherwise adequately identified by Seller as "Property of CoorsTek."

**18. COORSTEK'S PROPERTY.** Any tools, molds, equipment, materials, tooling, and other personal property owned by CoorsTek and furnished or made available to Seller by CoorsTek pursuant to this Order ("CoorsTek Property") will at all times remain the property of CoorsTek. Seller will defend, indemnify, and hold harmless CoorsTek from all liens and claims upon CoorsTek Property arising from any cause. CoorsTek Property while in Seller's possession or control will be kept in good condition, will be held at Seller's risk, and will be kept insured by Seller, at its expense, in an amount equal to the replacement cost with loss payable to CoorsTek.

**19. COORSTEK'S SPECIFICATIONS.** Any Specifications, and any information derived from the Specifications, (A) will remain CoorsTek's property, (B) will be kept confidential, (C) will not be published or disclosed to a third party without CoorsTek's prior written consent, and (D) will be returned to CoorsTek immediately upon CoorsTek's request or upon termination or completion of this Order. The Specifications will be used solely by Seller in implementing this Order and may not be used for other purposes unless agreed to by CoorsTek in writing. CoorsTek providing Specifications to Seller will not constitute any grant, option, or license to Seller under any IP rights now or hereafter held by CoorsTek. CoorsTek reserves all IP rights embodied in the Specifications and exclusive rights for the use and reproduction thereof. Any invention or IP right first made or conceived by Seller in the performance of this Order which is derived from or based on the use of any Specification supplied by CoorsTek, will be the property of CoorsTek and Seller will execute such documents necessary to perfect CoorsTek's title thereto.

**20. OWNERSHIP OF WORK PRODUCT.** (A) Seller grants, transfers, and assigns to CoorsTek, all right, title and interest in and to the Goods and any work product developed, derived, or created as a result of performing any Services or otherwise resulting from this Order (including, without limitation, any IP rights related thereto) ("Work Product"). All Work Product is and will be considered "work made for hire" for CoorsTek. If the Work Product (or any portion thereof) is not deemed to be work made for hire, and/or if Seller is deemed for any reason to have any ownership right, title, or interest therein, Seller hereby grants, transfers, and assigns to CoorsTek all right, title, and interest in and to the Work Product. For the avoidance of doubt, all Specifications, plans, drawings, patterns, designs, trade secrets, technical data, process information, programs, and software that may be developed, improved, and/or conceived in connection with the Goods or during the performance of the Services are the exclusive property of CoorsTek and will be provided to CoorsTek upon CoorsTek's request or upon completion or termination of this Order. Seller will make prompt written disclosure to CoorsTek of all Work Product, and will take all actions and execute all documents that CoorsTek deems reasonably necessary to establish, vest, perfect, effectuate, and preserve CoorsTek's ownership and IP rights in such Work Product.

(B) CoorsTek acknowledges that Seller may have developed know-how, techniques, modeling, methodology, technology, and software tools prior to entering into this Order and may own IP rights in techniques and concepts that were not conceived or first produced by Seller in the performance of this Order ("Pre-Existing Technology"). As between CoorsTek and Seller, all rights, title, and interest in the Pre-Existing Technology, whether conceived or made by Seller alone or with others, are retained and owned by Seller. Seller hereby grants CoorsTek a perpetual, worldwide, royalty free, paid-up, irrevocable, non-exclusive, transferable, sub-licensable license to the Pre-Existing Technology to the extent it is incorporated in any Work Product, Goods, or Services delivered to CoorsTek under this Order.



# Terms and Conditions of Purchase

United States

**21. CONFIDENTIALITY.** Seller may be exposed, or have access, to confidential and proprietary information belonging to or supplied by CoorsTek, including, without limitation, Work Product, Specifications, analysis, research, computer programs, methods, ideas, know-how, business information (including sales and marketing research, materials, plans, accounting and financial information, personnel records, customer lists, and the like), and any other information relating to the business or affairs of CoorsTek ("Confidential Information"). Seller agrees that it will not use, transfer, commercialize, or disclose CoorsTek's Confidential Information to any person or entity, except to its own employees to the extent that they have a need to know such Confidential Information in connection with the performance of this Order and who are themselves bound by similar nondisclosure restrictions. Seller will use at least the same degree of care in safeguarding CoorsTek's Confidential Information as it uses in safeguarding its own confidential information, but in no event will less than reasonable care be exercised. All of CoorsTek's Confidential Information will at all times remain the property of CoorsTek and will be returned to CoorsTek immediately upon CoorsTek's request or upon completion or termination of this Order. Unless otherwise agreed to in writing by CoorsTek, any information disclosed by Seller to CoorsTek in connection with this Order will not be deemed confidential or proprietary information and will be held or used by CoorsTek without any restrictions.

**22. TERMINATION.** (A) CoorsTek may, at any time upon written notice, suspend or terminate all or any part of this Order without cause or liability. In the event of such termination, Seller will cease all work under this Order and will deliver to CoorsTek all Confidential Information, Work Product, Specifications, and any materials or information provided by CoorsTek to Seller or created by Seller under this Order, whether complete or partially complete. In the event of such termination, Seller's sole and exclusive remedy is payment for Services rendered and Goods accepted by CoorsTek prior to the effective date of termination. In no event shall the aggregate of the amounts paid by CoorsTek under this Order exceed the Order price.

(B) Either party may terminate this Order (i) in the event that the other party breaches any term of this Order and such breach remains uncured for 10 days following written notice by the non-breaching party, or (ii) immediately if the other party is or becomes insolvent, files for bankruptcy or similar protection from courts of law, or makes an assignment for the benefit of creditors. Upon a termination under this Section 22(B) by CoorsTek, Seller shall continue to perform under this Order to the extent not terminated, and CoorsTek may procure, upon such terms it deems appropriate, goods or services similar to those that were terminated due to default and may recover from Seller any excess costs for such goods or services.

(C) Termination of this Order will not relieve or release either party from any rights, liabilities, or obligations that such party has accrued prior to the date of such termination.

**23. FORCE MAJEURE.** Neither CoorsTek nor Seller will be liable to the other for default or delay in performing its obligations under this Order due to any occurrence beyond its reasonable control, including natural phenomena such as earthquakes and floods, fires, riots, acts of terrorism, war, or freight embargoes ("Force Majeure"). Force Majeure does not include events that were reasonably foreseeable or were attributable to the party claiming the Force Majeure. Economic hardship or changes in market conditions do not constitute a Force Majeure. If a party is delayed or prevented from performing due to Force Majeure, the party must inform the other party in writing as soon as practicable, but in all cases within 5 days of the start of the Force Majeure. The notice must detail the nature of the Force Majeure and how long the party expects it to continue. If the Force Majeure continues, or is reasonably expected to continue, for more than 30 days, then the non-declaring party may immediately terminate this Order by written notice. Otherwise, both parties' rights and obligations will be suspended for the period of the Force Majeure.

**24. COMPLIANCE WITH LAWS, SUPPLIER CODE OF CONDUCT, AND COORSTEK POLICIES.** The parties must comply with all applicable standards, provisions, and stipulations of all pertinent international, federal, state, and local laws, rules, regulations, ordinances, and Executive Orders ("Laws"). Seller has and will maintain in effect all the licenses, permissions, authorizations, consents, and permits necessary to carry out its obligations under this Order. Seller shall also comply with the CoorsTek Supplier Code of Conduct, a copy of which is available upon request, and all policies and procedures of CoorsTek provided to Seller in writing. Seller will submit to CoorsTek all necessary certifications and/or documentation evidencing Seller's compliance with this Section 24.

**25. EXPORT COMPLIANCE.** Seller must comply with the applicable import and export Laws and regulations of CoorsTek's country, Seller's country, and of the United States and with all applicable export licenses and their provisos. This Order may involve information or items that are subject to the International Traffic in Arms Regulations (ITAR) or Export Administration Regulations (EAR) and that may not be released to Foreign Persons inside or outside the United States without the proper export authority. The importer/exporter of record has obtained or will obtain and will properly use U.S. Government import/export authorization to furnish to CoorsTek any defense articles, technical data, defense services, software, and/or other controlled items, which are necessary for CoorsTek to perform this Order and which require such authorization.

**26. GOVERNMENT CONTRACTS.** If the Goods or Services are purchased by CoorsTek under this Order in connection with a U.S. Government prime or high tier-subcontract, Seller will comply with (and where applicable will require its subcontracts and suppliers to comply with) all applicable Federal Acquisition Regulations (FAR), Defense Federal Acquisition Regulations (DFARS), and any other agency specific regulation clauses, including, but not limited to the following:

41 CFR 60-300.5(a) and 41 CFR 60-741.5(a)	These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities.
15 CFR 700; FAR 52.211-15	If this Order is a Defense Priorities & Allocations System rated order under a U.S. Government contract, Seller shall adhere to the requirements set forth in 15 CFR 700.
Employment & Social Responsibility	All mandatory and applicable FAR, DFARS, and other agency clauses related to employment and social responsibility, including without limitation, FAR 52.203-12 through 19; FAR 52.222-21; FAR 52.222-37; FAR 52.222-40; FAR 52.222-50; FAR 52.222-54; FAR 52.222-56; and DFARS 252.203-7001, 7002, and 7004.
Cybersecurity	All mandatory and applicable FAR, DFARS, and other agency clauses related to cybersecurity and information protection, including without limitation,



# Terms and Conditions of Purchase

United States

	FAR 52.204-21, FAR 52.204-23, FAR 52.204-25, DFARS 252.239-7010, DFARS 252.204-7008, DFARS 252.204-7009, DFARS 252.204-7012, and DFARS 252.204-7018.
FAR 52.219-8; FAR 52.219-9; DFARS 252.219-7003	Promotion and engagement of small businesses in subcontracting opportunities.
FAR 52.245-1	For any U.S. Government property furnished or made available to Seller by CoorsTek in connection with this Order, Seller shall abide by the government property management requirements set forth in FAR 52.245-1 with respect to such U.S. Government property.

The clauses referenced above are incorporated herein by reference, with the same force and effect as if they were given in full text to this Order. If any of the foregoing clauses do not apply to the subcontract, such clauses are considered to be self-deleting. All such clauses will be interpreted and construed in such a manner as to recognize and give effect to the relationship between CoorsTek and Seller and applicable flow-down obligations under the FAR, DFARS, and other agency specific regulations. Seller certifies, to the best of its knowledge and belief, that the neither Seller nor any of its principals are debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency. In the event of CoorsTek's termination of this Order under FAR or applicable supplement subcontract termination provisions, Seller's claims must be submitted to CoorsTek not later than 90 days from the effective date of termination.

**27. GRATUITIES & BRIBERY.** Seller warrants that neither it nor any of its employees, agents, or representatives have offered or given any gratuities to CoorsTek's employees, agents, or representatives with a view toward securing this Order or securing favorable treatment with respect thereto. In addition, each party will, at all times, act in a lawful manner and will not use monies associated with this Order to bribe government officials and shall comply with all applicable country laws relating to anti-corruptions or anti-bribery.

**28. ASSIGNMENT & SUBCONTRACTS.** Seller may not subcontract or delegate any duties, nor assign this Order or any rights or claims under this Order, including monies due or become due, without the prior written approval of CoorsTek. Any assignment, subcontract, or delegation without CoorsTek's consent will be null and void. No assignment, delegation, or subcontract will relieve Seller of any of its obligations under this Order. CoorsTek reserves the right to assign all or part of this Order to any parent, subsidiary of parent, subsidiary, affiliate, successor, or related company of CoorsTek. This Section 28 will not apply to Seller's purchases of incidental and standard commercial supplies or raw materials.

**29. ADVERTISING.** No references to CoorsTek or references to CoorsTek's names, marks, codes, drawings, or Specifications will be used in any of Seller's advertising, promotional efforts, or any publicity of any kind without CoorsTek's prior written permission.

**30. SETOFF.** All claims for money due or to become due from CoorsTek will be subject to deduction or set-off by CoorsTek by reason of any counterclaim arising out of this or any other transaction with Seller.

**31. AUDIT.** Seller's records, including without limitation, accounting records, time sheets, written policies and procedures, test results, reports, correspondence, memoranda, and any other documentation relating to the performance of all work

under this Order, will be open to inspection and subject to audit and copying, during normal working hours, by CoorsTek or its representative to the extent necessary to evaluate claims submitted by Seller, as required by governmental authorities, or as necessary for any other valid business purpose. For the purpose of such audits, inspections, examinations and evaluations, CoorsTek or its representative will have access to such records during the term of this Order and continuing until 5 years after the completion of all work under this Order.

**32. INDEPENDENT CONTRACTOR.** The relationship between Seller and CoorsTek is that of independent contractors. Nothing contained in this Order will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, co-employment, or fiduciary relationship between the parties, and neither party will have authority to contract for or bind the other party in any manner whatsoever.

**33. SITE WORK RULES.** Should Seller need to work on a CoorsTek site, Seller, and its employees and agents, will comply with all of CoorsTek's policies and rules for that site, including without limitation, all environmental, health, and safety (EHS) policies and rules. Seller must first contact CoorsTek's EHS coordinator for the site prior to entering and performing any work on such site.

**34. NON-WAIVER.** CoorsTek's waiver of any right, privilege, breach, term, or condition under this Order will not constitute a waiver of such right, privilege, breach, term, or condition, or any of other right, privilege, breach, term, or condition, on any other occasion, whether of same or similar type.

**35. SEVERABILITY.** In the event any provision of this Order is determined to be invalid, such invalidity will not affect the validity of remaining portions of this Order, and the parties will substitute for the invalid provision a provision that most closely approximates the intent and economic effect of the invalid provision.

**36. SEVERAL LIABILITY.** The term CoorsTek as used herein may apply to one or more entities and the singular will include the plural. If more than one entity is referred to as CoorsTek, then their obligations and liabilities will be several, not joint. Notwithstanding the foregoing, any and all applicable discounts and/or credits will be based upon the combined forecasts and/or purchases made by all CoorsTek entities under this Order.

**37. NONEXCLUSIVE ORDER.** It is expressly understood and agreed that this Order does not grant to Seller any exclusive privileges or rights and that CoorsTek may contract with other suppliers for the same or similar goods and services. CoorsTek makes no guarantee or commitment for any minimum or maximum amount of Goods or Services to be purchased under this Order.

**38. REMEDIES.** CoorsTek's rights and remedies provided in this Order will be cumulative and in addition to any other rights and remedies available at Law or equity.

**39. SURVIVAL.** The provisions of this Order that, by their sense and context, are intended to survive performance by either or both parties (including, without limitation, all provisions regarding confidentiality, IP rights, warranties, and indemnity obligations) will also survive the completion, expiration, termination, or cancellation of this Order.

**40. CHOICE OF LAW, JURISDICTION, & VENUE.** The Laws of the State of Colorado will govern, construe, and interpret this Order, notwithstanding conflict of



## Terms and Conditions of Purchase

United States

laws. If an arbitrator or court determines that terms and conditions in addition to those contained in this Order should be included in interpreting the agreement between the parties, then notwithstanding any contrary Colorado Law, the parties agree that any different terms and conditions will be interpreted under Article 2 of the Uniform Commercial Code, section 2-207(2). The parties elect not to be bound by the United Nations Convention on Contracts for the International Sale of Goods. By supplying the Goods or Services, Seller acknowledges that it is transacting business at CoorsTek's principal place of business in Golden, Colorado. The federal and state courts in the State of Colorado will have exclusive jurisdiction over all disputes and controversies arising out of this Order. Venue will be proper in Denver, Colorado.

**41. MODIFICATION & MERGER.** This Order may be modified only by a written agreement that is expressly designated as an amendment to this Order and is signed by CoorsTek and Seller. This Order comprises the entire agreement between the parties and supersedes all prior or contemporaneous oral and written understandings, agreements, negotiations, representations, warranties, and communications between the parties.