



Standard Terms and Conditions of Purchase

Effective August 1, 2024

1. **APPLICABILITY AND ACCEPTANCE OF TERMS.** These Terms and Conditions ("Terms") govern all purchases of Goods or Services by Preformed Line Products Company and its agents/affiliates ("PLP"), unless otherwise agreed to by PLP in writing. The Supplier issuing an acknowledgement of the Purchase Order ("Order") or commencement of work pursuant to PLP's Order confirms Supplier's acceptance of all terms and conditions herein. PLP expressly rejects all other terms and conditions, including but not limited to, those in Seller's documents and acknowledgements. Seller's acceptance of the Terms will be deemed to have occurred on the date such performance commences. PLP reserves the right to change the Terms, or issue new or updated terms, at any time, and all subsequent Orders shall be bound thereof.
2. **PRICE AND PAYMENT.** The price stated on PLP's Order includes the Goods specified and all taxes, tariffs, storage, handling, packaging and all other expenses and charges of Seller and are not subject to increase without PLP's prior written approval. PLP shall pay invoices within sixty (60) days from receipt of Seller's accurate invoice, or other period agreed in writing. Where local regulations prohibit these payment terms, the maximum allowable at law shall apply.
3. **PACKAGING AND SHIPPING.** Seller shall suitably pack, mark and dispatch all Goods in accordance with the requirements of PLP's Order, ISPM15 where applicable, and the requirements of common carriers, so as to secure lowest transportation costs with no additional charge to PLP. No charge shall be made for packing, boxing, crating, or storage, absent PLP's prior written approval. Seller shall properly mark each package, packing slip, bill of lading, and invoice with PLP's part number, order number and address. Where multiple packages comprise a single shipment, Seller shall consecutively number each package.
4. **DELIVERY.** Upon request by PLP, Supplier shall provide PLP with the Supplier's manufacturing program, in a form subject to acceptance by PLP, in its sole discretion, detailing the progress of manufacture and/or service provision against such program until Goods are accepted by PLP in accordance with clause 5. Shipments shall be made in the quantities and at the times specified in the Order or in supplementary schedules furnished by PLP. Seller will obtain all specifications, standards, drawings, plans, instructions, or other descriptions furnished by PLP or cited on the Order (collectively, "Specifications"), and will ensure that all Goods are shipped in accordance therein. Supplier is responsible for ensuring all Orders delivered comply with all relevant import and export laws, and regional and national regulations covering PLP's receiving location. PLP reserves the right to refuse or return shipments made in excess of quantities ordered and shipments made before or after the times specified in the Order or in supplementary schedules furnished by PLP, at Seller's risk and expense. Seller shall immediately notify PLP in writing where it has reason to believe that deliveries will not be made as scheduled, setting forth the cause or causes of the anticipated delay, and the anticipated duration. Seller shall be responsible for all costs PLP incurs by reason of delivery not at the times and in the quantities specified, except where Seller can prove that the cause was not due to its own negligence.
5. **INSPECTION AND TITLE.** All Goods specified in PLP's Order are subject to PLP's right of inspection and rejection. PLP may inspect Goods in Seller's plant during production without waiving its right to subsequently reject such Goods for undiscovered or latent defects. Acceptance of the Goods by PLP occurs only when all the requirements of the Order subject to these Terms have been met and have successfully passed PLP's inspection, Title to, and the risk of loss or damage of, the Goods specified in the Order shall pass from Seller to PLP upon PLP's acceptance of the Goods at the destination specified on the Order. Upon receipt at the destination, PLP may inspect the Goods, but such inspection does not indicate PLP's acceptance thereof, and does not preclude PLP's right to reject such Goods under clause 6.
6. **WARRANTIES.** Seller warrants that all Goods covered by the Order will: (a) conform to the Specifications; (b) be fit and sufficient for the purpose for which they were manufactured and sold; (c) be merchantable, (d) be of good material and workmanship, and free from defects, whether latent or patent; and (e) be in compliance with all applicable laws, regulations, and ordinances of a relevant governmental authority or agency. PLP shall notify Seller in writing, where it rejects all or part of the Goods, and PLP may either return the rejected goods to Seller or hold them for such disposal as Seller may specify, at Seller's risk and expense.
7. **PATENTS.** Seller warrants that the Goods covered by the Order and the sale or use of such Goods will not infringe upon the rights of any third party (including, without limitation, any copyright, registered design, patent, trademark, confidential information or otherwise) or violate any applicable Law and the Seller will indemnify, defend, protect and save harmless PLP, its successors, assigns, customers and users of its products, against all suits at law or in equity and from all damages and expenses resulting from claims and demands for actual or alleged infringements of any patent or other intellectual property right by reason of the sale or use of the Goods covered by the Order. PLP shall have the right to be represented by counsel of its own choice, at its own expense, without affecting the obligations of Seller hereunder.
8. **CHANGES.** PLP reserves the right to make changes at any time in: (a) Specifications; (b) the method of shipment or packing; (c) the place or time of delivery, including suspension of shipments; and (d) these Terms.
9. **CANCELLATION WITH CAUSE.** PLP reserves the right to cancel the Order partially or entirely upon any of the following events: (a) Seller's failure to provide Goods which conform to the warranties provided herein; (b) Seller's failure to make deliveries as specified in the Order or as specified in PLP's supplemental schedules; (c) Seller's breach of any terms or conditions of the Order; (d) Seller's insolvency; (e) Seller's filing of a voluntary petition in bankruptcy; (f) the filing of an involuntary petition to have Seller bankrupt, providing it is not vacated within 30 days from the date of filing; (g) the appointment of a receiver or trustee for Seller provided such appointment is not vacated within 30 days from the date of such appointment; or (h) the execution by Seller of any assignment for the benefit of creditors. In the event of any such cancellation, PLP, without prejudice to any other rights available to it for breach of contract, shall have the right: (i) to refuse or accept delivery of any Goods covered by the Order; (ii) to return to Seller any Goods already accepted and to recover from Seller all payments made for such Goods (and for freight, storage, handling and other expenses incurred by PLP in connection therewith); (iii) to recover any advance payments to Seller for undelivered or returned Goods; and (iv) to purchase replacement Goods elsewhere and charge Seller with any resultant losses.
10. **CANCELLATION WITHOUT CAUSE.** PLP reserves the right to cancel the Order, in whole or in part, at any time, without cause or default on the part of Seller. Seller shall, upon PLP's request, to the extent specified cease work and suspend shipments of Goods and/or Services. PLP shall be liable for any directly incurred costs resulting from such cancellations and suspensions up to the point of cancellation or suspension, and the Order shall be modified accordingly. PLP shall not be liable for its failure to accept Goods covered by the Order where such failure has resulted from causes beyond PLP's reasonable control.
11. **TOOLS AND MATERIALS OWNED BY PLP.** Any tools, equipment or material manufactured or purchased pursuant to PLP's order shall become the sole property of PLP upon payment from PLP to Supplier or as agreed otherwise in writing. Seller shall be responsible for and protect PLP against loss of or damage to, tools, (including dies), equipment, materials and other articles owned by PLP but in Seller's care, custody, possession, or control and maintain them in good condition and not use the same other than in accordance with fulfilment of PLP's Order and shall not dispose of them absent PLP's written authorization. Seller shall not be responsible or liable for normal loss of or damage to such items arising from processing or manufacturing in accordance with industry standards. Upon completion of all Orders, termination or cancellation of the Order, Seller's breach of the Terms, or where PLP directs, Seller shall immediately return all such items to PLP at PLP's direction. The complete PLP Tooling terms and conditions are available at www.plp.com.
12. **INDEMNIFICATION.** Seller shall indemnify, defend, and hold harmless PLP for all losses, expenses, damages, demands, expenses and claims, including attorneys' fees, arising in connection with or out of any injury, or alleged injury, to persons (including death), or damage or alleged damage sustained or alleged to have been sustained in connection with, or to have arisen out of, Seller's performance herein, including, losses, expenses, injuries or damages sustained by PLP, or PLP's employees, agents. Without limiting the rights herein, PLP has the right to be represented by counsel of its choice, at Seller's costs.
13. **AUDIT.** PLP has the right to audit Seller's books, records, documents, and facility, upon reasonable notice to Seller to assure itself of Seller's compliance with the Terms.
14. **PERFORMANCE.** The failure of a party to insist upon performance of any of the Terms or to exercise any right or privilege shall not waive the future performance of such term, condition, right or privilege or of any other terms, conditions, rights, or privileges, whether of the same or similar type.
15. **LIMITATION ON REMEDIES.** PLP shall not be liable to Seller or to any third party for indirect, incidental, consequential, punitive, or exemplary damages (including loss of business or lost profit damages) arising in connection hereunder. The rights and remedies herein expressly provided shall be in addition to any other rights and remedies given by law to PLP.
16. **SUBCONTRACTORS.** Seller may not use any subcontractor absent prior notice to PLP. The provisions of this Agreement shall be included in every subcontract Seller's use of any subcontractor shall in no way limit its liability hereunder, and Seller shall remain liable for all act and omissions of its subcontractor.
17. **CONFIDENTIALITY.** Seller agrees that all information furnished by or obtained from a party in connection herewith will be confidential, and a party agrees not to (i) disclose any such information to any other person, or (ii) use such information for any purpose for which it was not intended. Seller shall treat PLP's confidential information with the same degree of care as it treats its own, no less than reasonable care, to include the operation and maintenance of an information and cybersecurity program.
18. **DISCRIMINATION.** The Seller and its Agents 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, colour, religion, sex, or national origin. Moreover, these regulations require that covered entities take affirmative action to employ and advance in employment individuals without regard to race, colour, religion, sex, national origin, protected veteran status or disability.
19. **ETHICAL STANDARDS.** Seller, its employees, officers, agents, representatives, and Subcontractors ("Agents") agree that at all times it shall maintain the highest ethical standards and avoid conflicts of interest in its performance hereunder. In conjunction with its performance hereunder, Seller and its agents shall comply with all applicable laws, statutes, regulations, and other requirements, including, but not limited to, those prohibiting bribery, corruption, kickbacks, or similar unethical practices such as, without limitation, the United States Foreign Corrupt Practices Act and PLP's Supplier Code of Conduct, available on its website. Seller shall indemnify and hold PLP harmless from all fines, penalties, expenses, or other losses sustained by PLP as a result of Seller's breach hereof.
20. **PUBLICITY.** The Seller shall not use the PLP trademark or trade name for any public announcement or advertising or make any release regarding PLP Orders without PLP's express written authorisation.
21. **GOVERNING LAW.** The rights herein and the construction of the Terms shall be governed by the laws of the country or state, as applicable, of the PLP purchasing locations legal entity's incorporation without giving effect to principles of conflict of laws. The UN Convention on the International Sale of Goods (CISG) is expressly excluded.
22. **ASSIGNMENT.** Seller may not assign its rights or delegate its obligations under this Agreement without PLP's prior written consent. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
23. **STATUS.** The relationship of the parties in the performance of this Agreement shall be solely that of independent contracting parties, and nothing in this Agreement shall be construed as creating any other relationship, including agency, partnership, or employment relationships. Neither party shall hold itself out as or claim to be an officer, partner, employee, or agent of the other by reason of this Agreement or the relationship created hereby.
24. **ENTIRE AGREEMENT.** Unless agreed otherwise in writing the Terms constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all prior communications and understandings with respect to the same subject matter. PLP's waiver of one provision of this Agreement on one occasion shall not be construed as a waiver of that provision on any other occasion, or as a waiver.
25. **SEVERABILITY.** Each provision hereof shall be severable, and in the event any provision hereof is held to be contrary to law, invalid or unenforceable, the remaining provisions shall not be affected thereby, but shall remain in full force and effect.
26. **HEADINGS.** The paragraph headings herein are solely for the convenience of and reference by the parties and do not constitute any part of the Terms.
27. **WAIVER.** The failure of PLP to insist upon performance of any Terms or to exercise any right or privilege shall not waive the future performance of such term, condition, right or privilege or of any other terms, conditions, rights, or privileges, whether of the same or similar type.