

## Standard Terms and Conditions of Purchase



Effective August 1, 2023

**1. APPLICABILITY OF TERMS AND CONDITIONS.** These Terms and Conditions ("Terms") will govern all purchases of Goods or Services by Preformed Line Products Company and its agents/affiliates ("PLP"), unless otherwise agreed to in writing, signed by PLP by an authorized agent in Cleveland, Ohio. Terms and conditions contained in Seller's purchase order or any other documents that are different than or in addition to these Terms are objected to and will not be binding on PLP. Seller will be deemed to have agreed to these Terms by Seller's its commencement of work hereunder, Seller's acceptance of these Terms and Conditions will be deemed to have occurred on the date such performance commences. PLP reserves the right to change these Terms, or issue new terms, at any time, and all subsequent orders shall be bound thereof.

**2. QUOTATIONS, ORDERS AND PRICES.** All prices contained on the face of PLP's Quotation are subject to change without notice, unless indicated otherwise on the face of the Quotation. Any additions to orders already placed by Seller will be considered as new orders.

**3. TAXES.** PLP's prices do not include any Federal, state, or local taxes or fees, and any such taxes or fees now in effect or hereafter levied will be in addition to such prices and will be paid by the Seller. Seller agrees to defend, indemnify, and hold PLP harmless from and against any and all such taxes and fees, including, without limitation, any cost, expense, attorneys' fees, interest, or penalties assessed against or incurred by PLP as a result of Seller's failure to pay any such taxes or fees.

**4. TERMS.** Net sixty (60) days from date of PLP's invoice, or as otherwise specified in the purchase order. A service charge of one and one-half percent (1.5%) per month will be added to all past due invoices, not to exceed the maximum permitted by law.

**5. FINANCIAL RESPONSIBILITY.** Notwithstanding anything herein to the contrary, Seller's financial responsibility is at all times subject to approval of PLP's Credit Department, and PLP at any time may require payment in advance or satisfactory security or guarantee that invoices will be paid promptly when due. If Seller fails to comply with any terms of payment, PLP may withhold any further services or deliveries or terminate this Agreement and may declare any unpaid amount to be due and owing immediately.

**6. NOTICES.** Any notice to PLP required or permitted hereunder will be deemed to have been effectively delivered if in writing and served by personal delivery to PLP or sent by registered or certified mail with return receipt requested (or such form of mail as may be substituted therefor by postal authorities), postage prepaid, to PLP at the address specified on the front page hereof and marked ATTN: General Counsel.

**7. CONFIDENTIALITY.** The parties agree 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 except as agreed to by the parties. Notwithstanding the foregoing, PLP may use Seller's name and line location for marketing purposes.

**8. MISCELLANEOUS.** The failure of a party to insist upon performance of any term or condition herein 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. The rights herein and the construction of these Terms shall be governed by the laws of the State of Ohio, without giving effect to principles of conflict of laws. These Terms shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. 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. The paragraph headings herein are solely for the convenience of and reference by the parties and do not constitute any part of these Terms. Seller may not assign its rights or delegate its obligations hereunder without PLP's prior written consent. PLP shall pay no prices above those listed herein, except where it has given its prior written approval of a claim for compensation which Seller has presented to PLP prior to Seller proceeding with the work or shipping any Goods relevant to the claim. Supplier shall comply with PLP's Supplier Code of Conduct.

**9. The Seller and any of its subcontracts 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 or national origin. Moreover, these regulations require that covered entities take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

**10. ETHICAL BEHAVIOR.** Seller, its employees, officers, agents, representatives, and Subcontractors ("Agents") shall at all times 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 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.

**11. CANCELLATION WITH CAUSE.** PLP reserves the right to cancel this Order partially or entirely upon any of the following events: (a) Seller's failure to provide Goods or Services which conform to the warranties provided herein; (b) Seller's failure to make deliveries as specified in this Order or as specified in PLP's supplemental schedules; (c) Seller's breach of any terms or conditions of this 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; (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.

**12. CANCELLATION WITHOUT CAUSE.** PLP reserves the right to cancel this Order, in whole or in part, at any time, without cause or default on the part of Seller. Seller shall, upon PLP's request, immediately suspend shipments of Goods or performance of Services for reasonable periods of time. Seller shall be liable for all losses and damages resulting from such cancellations and suspensions, and this Order shall be modified accordingly. PLP shall not be liable for its failure to accept Goods where such failure has resulted from causes beyond PLP's reasonable control.

**13. TOOLS AND MATERIALS OWNED BY PLP.** Seller shall be responsible for and protect PLP against loss of or damage to materials, tools, dies, and other articles owned by PLP but in Seller's care, custody, possession, or control. 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 these terms, or where PLP directs, Seller shall immediately return all such items to PLP at PLP's direction.

**14. 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 their rights herein, PLP has the right to be represented by counsel of its choice, at Seller's costs.

**15. AUDIT.** PLP has the right to audit Seller's books, records, documents, and facility, upon reasonable notice to Seller. Where PLP discovers that the raw material for the Goods hereunder has decreased from the prices quoted herein, Seller shall reduce the pricing retroactively to the effective date of the raw material decrease.

**16. 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.

**17. 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.

**18. 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.

### 19. GOODS

**a. PACKAGING AND SHIPPING.** Seller shall suitably pack, mark and ship all Goods supplied by Seller ("Goods") in accordance with PLP's requirements, and the requirements of common carriers, so as to secure lowest transportation costs with no additional charges to PLP. No charges shall be made for packing, boxing, canage 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, purchase order number and address. Where multiple packages comprise a single shipment, Seller shall consecutively number each package.

**b. DELIVERY** Shipments shall be made in the quantities and at the times specified herein or in supplementary schedules furnished by PLP. Seller will obtain all specifications, standards, drawings, plans, instructions, or other descriptions furnished by PLP or cited herein (collectively, "Specifications"), and will ensure that all Goods are shipped in accordance therein. PLP reserves the right to refuse or return shipments made in excess of quantities ordered and shipments made before or after the times specified herein or in supplementary schedules furnished by PLP, at

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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.

- c. **INSPECTION AND TITLE.** All Goods are subject to PLP's right of inspection and rejection. PLP may inspect all Goods in Seller's plant during production without waiving its right to subsequently reject such Goods for undiscovered or latent defects. Title to, and the risk of loss or damage of, the Goods shall pass from Seller to PLP upon unloading of the Goods at the destination specified on the reverse side hereof. 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.
- d. **WARRANTIES.** Seller warrants that all Goods: (a) conform to the Specifications; (b) are fit and sufficient for the purpose for which they were manufactured and sold; (c) are merchantable, (d) are of good material and workmanship, and free from defects, whether latent or patent; and (e) are in compliance with all applicable laws, regulations and ordinances of the United States, any state or local government, or any 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.
- e. **PATENTS.** Seller warrants that the Goods and the sale or use of such Goods will not infringe any United States or foreign letters patent or other intellectual property right, 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. 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.
- f. **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 temporary suspension of shipments; and (d) the terms herein.

### 20. TOOLING

- a. The tool maker is responsible for providing two (2) copies of the electronic file and two (2) printed copies of the mold design with the mold when it is received by Preformed Line Products. The mold design information must include all mold revisions incorporated into the mold after the mold layout is approved.
- b. All initial mold trials should be attended by a representative from Preformed Line Products. If it is not possible for a representative from Preformed Line Products to attend the mold trial, a digital video showing complete mold function of at least 10 mold cycles must be provided by either email or supplied with the trial run parts. This video should be sent to the Preformed Line Products responsible engineer.
- c. Initial mold samplings should include a series of short shots, when appropriate, reflecting approximately 25%, 50%, 75%, and 100% cavity filling.
- d. Unless specified otherwise, all date wheels are to be 10mm DME Front Removable Mold Dating Inserts. DME part number FYM\_\*\_10. Any deviation from this requirement should be communicated to the PLP engineer prior to making the change. The \*\_ is for entering the year when ordering.

#### GENERAL NOTES:

- e. All molds are to be constructed per Preformed Line Products mold specifications dated July 18, 2001, or later.
- f. The current revision drawing is to be the governing document when making the tool. Please refer to the tooling purchase order for current drawing revision.
- g. Any exceptions to this Request for Mold Quote must be itemized and fully described on the returned quote.
- h. All mold components must be DME catalog items unless otherwise specified and approved by Preformed Line Products Manufacturing Engineer or unless otherwise specified on this request.
- i. All standard mold components must be interchangeable with standard DME components except for manifolds. All manifold components must be interchangeable with Incoe manifold components.
- j. All quotes must include an estimated overall size of mold and shipping weight.
- k. Metric threads and fasteners used in the construction of this mold are **NOT PERMITTED**. All tapped holes and fasteners must be SAE imperial standard dimension unless otherwise specified and approved by Preformed Line Products Manufacturing Engineer.
- l. All ejector pins, sleeves and ejector blades must be SAE imperial standard dimension.

- m. All molds must have guided ejection, positive ejector returns and parting line locks.
- n. The mold ejector stroke must be sufficient to fully eject the parts from the mold with a single stroke.
- o. Parts must eject evenly from the movable half of the mold without sticking or dragging. Mold operation which shows parts sticking in the stationary half of the mold are not acceptable.
- p. All mechanical or hydraulic slides must have hardened gibs. All slides must ride on lamina wear plates. All slides must have slide retainers installed to ensure slides are properly positioned during the mold operation and are securely contained within the mold base and/or components.
- q. Front Load-able DME date wheels are required.
- r. The tool maker will be responsible for providing a detailed mold design. CAD data required to create the mold design and manufacture the mold will be supplied by Preformed Line Products.
- s. The preliminary mold design layout must be approved by Preformed Line Products manufacturing engineering prior to ordering mold materials. The preliminary mold layout must list all major mold components and steels to be used. Preliminary mold layouts must show a schematic of the water circuit.
- t. The supplier (tool maker) to check and confirm that they have the latest CAD files before starting the tool build.
- u. The tool maker must supply inspection reports certifying that dimensional features identified on the part drawing as being critical have been inspected in the tool and meet the required dimension with material shrinkage included.
- v. Preformed Line Products will be responsible for any rework or revision to finished details in the mold that are attributed to engineering design revisions after approval of the preliminary mold layout.
- w. Supplier to visit Rogers site at time of tool delivery (partial training on site prior to use) to ensure proper processes and protocol are being followed.

#### MOLD TRIALS:

- x. All material for mold trials will be as specified by PLP. Material certifications must be included with all part submissions.
- y. Each mold trial must show that the mold runs satisfactorily for a minimum of 1 hour at operating temperature and produce a minimum of 100 mold shots per mold trial.
- z. All mold trials must include a completed PLP mold and machine processing setup sheet included with each part submittal. The supplier will contact PLP for this document if there is none available at the sampling location.

#### WARRANTY (APPLIES TO ALL MOLDS):

- aa. 100,000 mold strokes up to first overhaul, assuming correct handling and suitable machine.
- bb. Supplier to include Warranty Statement with documentation.

#### SHIPPING/PACKAGING REQUIREMENTS

- cc. PLP Part ID Number marked on the outside of the crate for easy identification.
- dd. Use Cosmoline only when shipping via Ocean. (Do not use on Air Shipments).
- ee. Always send a completed set up sheet and last shots from the trial run.
- ff. Include the hot runner diagram on the side of the mold.
- gg. Wiring for thermocouples and heaters needs to be completed prior to shipment.
- hh. Ejector Pins must be stamped and marked.
- ii. Add weights and dimensions for each tool that you are currently quoting.

### 21. SERVICES

- a. **Scope.** Seller shall perform such Services in accordance with and as set forth in the Order submitted by PLP.
- b. **Additional Services.** The parties acknowledge that PLP may require Services beyond the scope of the Order. The parties agree that such requirements for Additional Services shall be provided to Seller in writing.
- c. **Performance.** Seller shall perform the Services in a professional and workmanlike manner. Seller agrees to use commercially reasonable efforts to provide the Services in accordance with established industry standards, practices, and procedures, unless otherwise agreed by the parties. PLP may make changes from time to time in the manner it expects Seller to perform the Services and may suspend or terminate the Services at any time.
- d. **Services Availability.** Unless otherwise provided in the Order, Services will be provided during PLP's then-current published ordinary business hours Monday through Friday, exclusive of PLP's holidays.
- e. **Time for Performance.** Time shall be of the essence for the performance of Services by Seller of its obligations under each purchase order. Seller will perform Services based on a schedule directed by PLP. Any dates, periods or times for performance specified in the Order are to be met, and in default, the Seller will be in breach of the Agreement.
- f. **Proprietary Rights.** Seller grants to PLP a perpetual, royalty-free, worldwide right to use any technology imbedded in the Services.