



118 Chick Lane
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PURCHASE ORDER TERMS AND CONDITIONS

Supplier shall be deemed to have agreed to be bound by these terms and conditions by accepting this Purchase Order, delivering the goods and/or performing the services.

1. Goods and services shall correspond with the quantity, type quality and description described in the Purchase Order. Test specimens may be required and will be called out on the Purchase Order.
2. Goods and services shall meet the performance standards and delivery schedule specified on the Purchase Order or as specified by the Supplier.
3. Goods and services must comply with all applicable statutory, legal, and regulatory requirements relevant to the manufacturing, production, labelling, packaging, storage, handling, and delivery of the specified goods. Under no circumstances are counterfeit goods acceptable or accepted.
4. Supplier agrees to treat all information as confidential subject matter and to protect accordingly. The Supplier agrees not to disclose any such information without the prior written consent of Chick Machine Co., LLC.
5. When applicable, Supplier will supply a Safety Data Sheet (SDS), addressed to the attention of the Chick Machine Hazard Communication Coordinator, for all chemicals and hazardous substances provided under a Purchase Order.
6. Assignment and subcontracting: The Supplier agrees not to assign, transfer, subcontract, or deal in any other manner with any or all of its rights & obligations under this contract without prior written consent from Chick Machine Co., LLC.
7. Supplier will,
 - a. at its own expense, carry and maintain insurance in full force and effect with financially sound and reputable insurers, which includes:
 - i. commercial general liability (including product liability) in the sum of no less than US\$3,000,000 for each occurrence and US\$5,000,000 in the aggregate;
 - ii. worker' compensation insurance in compliance with the applicable laws of each jurisdiction affected by a Purchase Order; and
 - iii. if the Supplier will use or provide for use of motor vehicles in providing and/or performing the Purchase Order, automobile (motor vehicle) insurance covering

all liabilities for personal injury and property damage arising from the use of those vehicles, with limits of no less than US\$3,000,000.

- b. If Buyer requests, promptly provide Buyer with a certificate of insurance evidencing this coverage.
8. Supplier shall provide a retention period of all records of 10 years.
 9. Supplier must ensure that persons in their organization are made aware of:
 - a. their contribution to product or service conformity
 - b. their contribution to product safety
 - c. the importance of ethical behavior
 10. Supplier shall, during performance of this purchase order, maintain a Quality Management System acceptable to Chick Machine Company. Chick Machine Company, their customers, and regulatory authorities will have the right of access to the applicable areas of Supplier's facilities and to applicable documented information, at any level of the supply chain that pertains to Chick Machine Company products. Written approval by Chick Machine Company is required prior to shipment of any nonconforming products. In addition, the Supplier shall include a copy of the deviation documenting the nonconformance with the shipment. Written notification is required within 2 business days of discovery of nonconforming product, if found after shipment.