

PURCHASE ORDER TERMS AND CONDITIONS

These terms and conditions, together with any purchase order to which they are physically or electronically attached or in which they are incorporated by reference, are the "Order". E. I. du Pont de Nemours and Company, or its affiliate identified on the Order, is "DuPont". "Supplier" is the entity to which the Order is issued (as identified thereon). Supplier and DuPont are each a "Party" and collectively "Parties". Supplier shall supply any products, materials or other goods identified on the Order (the "Goods") and any services identified on the Order (the "Services"). If the Order is a release against an existing agreement between the Parties, these terms and conditions do not supersede the terms of such agreement. The purchase order shall control if there is any conflict with these terms and conditions. The Order is accepted by Supplier when it begins providing the Goods or Services, unless accepted earlier.

1. **Delivery.** Supplier shall deliver the Goods and Services on the delivery date(s) in the Order. Time is of the essence. DuPont may cancel the Order if delivery is not on time.
2. **Shipment.** If the price for the Goods specifies it includes the cost of shipment, Supplier can ship the Goods per its normal mode of delivery. If the price for the Goods does not specify it includes the cost of shipment, Supplier shall ship the Goods as directed or otherwise approved by DuPont.
3. **Labor and Materials.** Supplier shall furnish all labor and materials (e.g. facilities, equipment and packaging) necessary to perform Order, unless provided by DuPont. Supplier assumes full responsibility, liability, and risk of loss for the safekeeping and safe handling of all such DuPont material or equipment while such is in Supplier's care, custody and control.
4. **Buy DuPont.** Supplier shall furnish or specify products for the Goods and Services that, if suitable and to the fullest extent possible, incorporate materials manufactured by DuPont.
5. **Waste.** Supplier shall minimize (and limit access to containers of) refuse and other waste material under the Order. Unless DuPont otherwise directs, Supplier shall remove, transport and dispose of such refuse and waste as approved by DuPont in a safe and environmentally sound manner (and in accordance with applicable law).
6. **Quality.** Supplier shall establish, and continuously monitor and improve, a formal quality management program focused on the Goods. Supplier shall: (a) interact with DuPont's contract administrator; (b) notify DuPont sufficiently in advance of changes in components, materials, manufacturing processes, locations or test methods (and the probable effect on DuPont); and (c) pre-qualify changes at DuPont sites. If requested by DuPont, Supplier shall provide DuPont with a complete and accurate Certificate of Analysis with each shipment of Goods. Supplier acknowledges that DuPont will rely on the Certificate of Analysis and intends to introduce Goods directly into its manufacturing processes without independent analysis by DuPont. Supplier shall respond, as reasonably directed, to any DuPont request for corrective action (Supplier Corrective Action Requests) for instances where supply of Goods does not meet DuPont requirements. This includes completion and documentation of such items as the following within the time constraints stipulated by DuPont: containment actions to minimize further impact, incident investigation, determination of root cause, countermeasures to prevent recurrence, and verification of the effectiveness of any actions taken. Supplier's manufacturing locations that ship Goods to a DuPont site certified to Technical Specification ISO/TS 16949 or Standard AS-9100 (as amended) must be registered to ISO 9001 (as amended) by an accredited third party certification body within three years of the Site's ISO/TS 16949 or AS9100 certification or three years from the initial date of supplying such Site with Goods. Supplier's manufacturing locations that ship Goods to a DuPont Site certified to Standard AS9100 (as amended) shall:
 - a) Provide right of access to all facilities involved in the Order and to all applicable records for DuPont, DuPont customers, and regulatory authorities;
 - b) Satisfy requirements for the Supplier to flow down to sub-tier suppliers the applicable customer requirements in the purchasing documents, including key characteristics where required;
 - c) Satisfy requirements relating to design, testing, inspection, verification, use of statistical techniques, and related instructions for acceptance (including critical items and key characteristics) as may be specified by applicable DuPont purchasing documents;
 - d) Satisfy requirements for test specimens (production method, number, storage conditions) as may be specified in purchasing documents;
 - e) Notify DuPont of nonconforming Goods, and obtain approval from DuPont for disposition of nonconforming Goods;
 - f) Satisfy requirements for records retention as may be specified in DuPont purchasing documents;
 - g) Use special process sources of raw materials approved by customers of DuPont as communicated and required;
 - h) Comply with verification arrangements and method of product release specified in purchasing documents when verification of Goods is performed on the premises of the Supplier;
 - i) Not make any changes in raw materials (including source of supply), manufacturing processes, test methods, location of manufacture or any other change to the Goods supplied without the prior written consent of DuPont.
7. **Personnel and Subcontracting.** Supplier shall provide any personnel specified in the Order. Supplier subcontractors shall comply with Supplier's obligations and Supplier shall be responsible for such compliance; however, Supplier shall not subcontract any obligation without DuPont's approval.
8. **Independent Contractor.** Supplier is an independent contractor of DuPont. The individuals and entities retained by Supplier shall be under its exclusive direction and control and shall not be considered an employee, agent or contractor of DuPont.
9. **Supplier Diversity.** Supplier shall (if it is a U.S. entity providing goods or services to DuPont in the U.S.): (a) provide small businesses and diverse businesses (as such categories are defined by applicable law, the U.S. Small Business Administration and the National Minority Supplier Development Council) the maximum practicable opportunity to participate in performing the Order, to the extent consistent with efficient performance of the Order; and (b) report to DuPont, quarterly as directed by DuPont, DuPont's allocated portion of the amounts paid by Supplier to such businesses.
10. **Child and Forced Labor.** Supplier will comply with local law and shall not employ any person to perform the Services, or provide or make the Goods, who is under 16 years of age (or 18 years of age for hazardous work) or who is not present voluntarily. Supplier shall immediately remedy any violation of this Section or DuPont may terminate this Order immediately.
11. **Ethics.** Supplier shall not pay any salaries, commissions or fees (or make any other payments or rebates) to any employee, officer or director of DuPont (or any designee of such employee, officer or director) or favor any such individual with gifts, entertainment, services or goods.
12. **Service Locations and Site Conditions.** Supplier will only perform the Services from locations approved by DuPont (and, if performed in the U.S., in English). If the Services are provided on DuPont sites, Supplier shall comply with all site conditions (including safety and health, substance abuse and criminal background checks), which are available at http://www2.dupont.com/Supplier_Center/en_US/library/library.html.
13. **Confidential Information.** Supplier shall protect all DuPont information designated as confidential with at least the same level of care as Supplier protects Supplier's own confidential information, but not less than a reasonable level of care. Supplier shall not use or disclose DuPont confidential information without DuPont's prior approval and shall return such information to DuPont at the end of the Order or upon DuPont's request.
14. **Privacy.** Any personal information provided by one Party to the other may only be used in connection with the Order and may not be used for direct marketing or transferred to a third party.
15. **Intellectual Property.** Supplier irrevocably assigns to DuPont all right, title and interest in and to any work product (e.g., drawings, designs, plans, reports, studies, other written material or software) developed for DuPont under the Order. This assignment excludes existing intellectual property of Supplier (including any modifications or enhancements thereto) provided to DuPont under the Order. Supplier grants DuPont a nonexclusive, royalty-free, worldwide, perpetual license for DuPont (and its affiliated entities and third party providers) to use such existing intellectual property in connection with the Goods or Services. DuPont retains all right, title and interest in and to, and Supplier shall not use (except as necessary to perform the Order), its data and other intellectual property (and materials).
16. **Publicity.** Supplier shall not: (a) use the name, trade name, oval, trademarks, service marks or logos of DuPont in any manner not approved by DuPont; or (b) represent (directly or indirectly) that any product or service offered by Supplier has been approved or endorsed by DuPont.
17. **Invoice and Payment.** After delivery of the Goods or the end of each month for Services, Supplier shall submit an invoice to the address specified in the Order for the fees, taxes and, if reimbursable, expenses applicable to the Goods delivered and Services provided. Supplier's invoice shall be accompanied by such records as DuPont deems adequate to verify the amounts billed and shall be in the form required by DuPont. Incomplete or incorrect invoices will not be processed or paid. All expenses, charges and costs are included in the fees and will not be reimbursed. DuPont shall pay Supplier (via electronic funds transfer, wire or check, as DuPont elects) within 90 days after receipt of a properly prepared and correct invoice.
18. **Taxes.** Each Party shall bear and remit any sales, use, value added, goods and services, transfer or similar

taxes imposed upon it by the taxing authority. Where imposed upon Supplier, without recovery from DuPont, Supplier shall bear those Taxes. Where imposed upon DuPont, Supplier shall itemize those taxes on each invoice (unless DuPont provides an exemption certificate or direct pay permit). DuPont shall withhold income or other taxes from payments to Supplier to the extent required by the taxing authority; DuPont shall not be required to "gross up" or increase any payment to Supplier for such taxes. DuPont shall not be responsible for any other taxes.

19. **Audits.** Upon notice from DuPont, Supplier shall provide DuPont (and its accountants and auditors) with access to Supplier's locations and records (except internal cost records of Supplier) for DuPont to audit Supplier's compliance with this Order, including to verify if the charges are accurate.

20. **Compliance With Laws and Nondiscrimination.** Supplier shall comply with all laws, ordinances, rules and regulations applicable to it in connection with the Order, including (if Supplier is a U.S. entity): (a) those related to import and export control; and (b) those covering the production, sale and delivery of the goods or services specified in the Order, such as Affirmative Action Compliance Program (41 CFR 60-1.40), Affirmative Action - Disabled Veterans and Veterans of the Vietnam Era (41 CFR 60-250.4), Affirmative Action - Handicapped Workers (41 CFR 60-741.4), Equal Opportunity (41 CFR 60-1.4), Employer Information Report SF-100, annual filing (41 CFR 60-1.7), Fair Labor Standards Act of 1938 (as amended), Prohibition of Segregated Facilities (41 CFR 60-1.8) and Small Business Concerns, Small Disadvantaged Business Concerns and Women Owned Business Concerns (48 CFR Chapter 1, Subpart 19.7).

21. **TSCA, REACH and PCBs.** Supplier shall not ship any chemical substance not specified by name in a Material Safety Data Sheet or the Order. Supplier certifies that: (a) all chemical substances subject to the Toxic Substances Control Act (TSCA) supplied to DuPont are correctly listed on the TSCA Chemical Substances Inventory or comply with an exemption; (b) all chemical substances subject to the Regulation of the European Parliament and of the Council concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) supplied to DuPont have been correctly submitted for registration to the European Chemicals Agency according to statutory registration deadlines or there is an exemption for such registration; and (c) no Polychlorinated Biphenyls (PCBs) are present in any materials provided to DuPont, or are present only due to the inadvertent manufacture or import thereof, and Supplier has complied with all PCB regulations. Upon DuPont's request, Supplier shall promptly provide DuPont with the complete chemical composition of substances supplied under the Order and any other information or certifications DuPont requests.

22. **Warranty.** Supplier represents and warrants that: (a) it is transferring good title to the Goods (free and clear of any claims, liens or encumbrances), it has sufficient right, title and interest to assign the ownership rights and grant the licenses hereunder and the Goods and Services (and process for making the Goods and use of the Services) do not infringe the proprietary rights of a third party; (b) the Goods and Services shall meet the specifications and descriptions in the Order; (c) the Goods shall be commercially similar to previous goods, be free of contaminants and be of merchantable quality; (d) Goods that are equipment (including parts) shall be new, be free of defects in materials, workmanship and design and be fit for the particular use; (e) the Services shall be performed in a good, prompt and professional manner by qualified personnel in accordance with the Order and consistent with best practices. Goods that are equipment (including parts) shall conform to the warranties in clauses (b), (c) and (d) for 24 months from date of installation or start up, or 30 months from date of shipment, whichever comes last. At DuPont's option and as applicable, Supplier shall promptly repair non-conforming equipment, replace non-conforming Goods, re-perform non-conforming Services, refund the purchase price of non-conforming Goods or Services or reimburse DuPont's repair costs for non-conforming equipment.

23. **Indemnity.** Supplier shall defend and indemnify DuPont from and against any loss, liability (including settlements, judgments, fines and penalties) or costs (including reasonable attorney fees, court costs and other litigation expenses) relating to any action, suit or proceeding against DuPont by a third party (including employees of either Party or government agencies) alleging it arises from acts or omissions (including what would be negligence, willful misconduct or breach of the Order) by Supplier (or its subcontractors).

24. **Insurance.** Supplier shall maintain, with insurance companies authorized to do business where the Goods are provided and Services are performed, insurance of the types and in the amounts that are reasonable and customary (or legally required).

25. **Term and Termination.** The Order shall continue for the period specified (or, if not specified, until completed) unless terminated earlier (in whole or in part): (a) as set forth herein; (b) by DuPont, with or without cause, upon immediate notice; or (c) by Supplier if DuPont fails to cure a breach within 30 days after notice. Any permitted termination (or expiration) shall be without penalty (including termination fees) and shall not relieve or release either Party from any rights, liabilities or obligations that have accrued under the law or the Order.

26. **Excused Performance.** If a Party cannot perform due to fire, flood, hurricanes, earthquakes, other elements of nature, war, terrorism, riots, rebellions, revolutions or civil disorders, the affected Party shall be excused from such performance while the event continues; provided, the event is beyond the affected Party's reasonable control (and could not be prevented by reasonable precautions) and the affected Party is diligently attempting to promptly recommence performance. The affected Party shall promptly give notice to the other of the event and, if non-performance continues for seven days (or more), the other may terminate the Order (or affected portion). Supplier shall allocate any shortage of Goods among DuPont and Supplier's other customers in proportion to the quantities supplied during the preceding year.

27. **Notices.** All notices and approvals under the Order shall be in writing and deemed given to the receiving Party when: (a) received at the facsimile number specified; (b) delivered by hand to the person specified at the address specified; or (c) delivered by registered or certified mail, return receipt requested, to the person specified at the address specified. If a Party does not specify such information, the address on the Order shall be used. Either Party may change its information upon 10 days notice to the other.

28. **Assignment.** The Order, including any right or obligation hereunder, may not be assigned or delegated by Supplier without DuPont's prior approval.

29. **Applicable Law and Jurisdiction.** The Order shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware without giving effect to the principles of conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods shall not govern this Order. Each Party consents and submits to the exclusive jurisdiction of, and service of process by, the United States District Court for Delaware or the state courts of Delaware.

30. **Severability.** Each provision herein shall only apply to the extent permitted by applicable law.

31. **Entire Agreement.** The Order supersedes all prior discussions and agreements, and represents the entire agreement, between the Parties with respect to the subject matter hereof.



Purchase order

Bill To:

Solae, LLC
4300 Duncan Avenue
St. Louis MO 63110
Attention: Accounts Payable

Vendor Address

HI SPEED INDUSTRIAL SERVICE
PO Box 2959
JACKSON MS 39207-2959

Ship To:

Company
Memphis Plant
Solae, LLC
4272 South Mendenhall Road
Memphis TN 38141

Information

PO Number	4500739187
Date	06 Jun 2019
Vendor No.	10002018
Vendor Tel.	901-873-5300
Vendor FAX	1 (901) 873-5301
Vendor E-Mail	po@gohispeed.com
Vendor VAT	
Buyer Tel.	John Arokia Raj/888-325-8964
Buyer FAX	1-866-510-2476
Buyer E-Mail	John.Arokia.Raj@dupont.com
Buyer VAT	
Currency	USD
Payment Terms	75 days from receipt of invoice
Incoterms	142
Delivery Date	06/13/2019

Item	Material/Description	Quantity	UM	Net Price	Net Amount
	<p>Invoices: Kindly submit all invoices to our Accounts Payables department noted below.</p> <p>Solae LLC Attn: Accounts Payable 4300 Duncan Ave. St. Louis, MO 63110</p> <p>FOR ANY DISCREPANCY IN PRICING AND DELIVERY DATE Please notify the CONTACT Name</p> <p>Contact Name: John Arokia Raj Phone# 888-325-8964 at Ext: 7470 Fax# 1-866-510-2476 Email: John.Arokia.Raj@dupont.com</p> <p>Please submit invoice copies to Accounts.Payable-Solae@dupont.com</p> <p>For invoice related queries, please send an email to SOLAEAPINV@dupont.com</p> <p>PRIOR TO PERFORMING ANY WORK. In order to comply with US Export control laws, do not send ATTACHMENTS, DRAWINGS OR SPECIFICATIONS to the above contacts. If the US DuPont site contact is known, these documents can be sent directly to this person otherwise request further guidance from the contacts listed above.</p> <p>Truckload, Ocean/Air Import shipments Contact DAWN JAMES 901 365 6340 to schedule shipment.</p> <p>Less Than Truck Load Shipments CON-WAY Freight, FOB Origin Freight Collect - Supplier to contact local terminal to arrange</p> <p>Small Package/Courier shipments FedEx Collect 202979564</p>				

INSTRUCTIONS TO VENDOR

The purchase order number must be on all Packing Lists, Shipping Documents, and Invoices for payment. Invoices without Purchase Order Numbers will be returned to supplier without payment. Please enter our order as specified subject to terms and conditions listed on both the face and reverse side of this purchase order and/or on referenced attachments to this purchase order. Any additional or different terms in seller form(s) are material alterations and hereby rejected.

SIGNATURE John Arokia Raj **DATE** 06/06/2019
(Purchasing/Accounting)

**Purchase order****Bill To:**

Solae, LLC
4300 Duncan Avenue
St. Louis MO 63110
Attention: Accounts Payable

Vendor Address

HI SPEED INDUSTRIAL SERVICE
PO Box 2959
JACKSON MS 39207-2959

Ship To:

Company
Memphis Plant
Solae, LLC
4272 South Mendenhall Road
Memphis TN 38141

Information

PO Number	4500739187
Date	06 Jun 2019
Vendor No.	10002018
Vendor Tel.	901-873-5300
Vendor FAX	1 (901) 873-5301
Vendor E-Mail	po@gohispeed.com
Vendor VAT	
Buyer Tel.	John Arokia Raj/888-325-8964
Buyer FAX	1-866-510-2476
Buyer E-Mail	John.Arokia.Raj@dupont.com
Buyer VAT	
Currency	USD
Payment Terms	75 days from receipt of invoice
Incoterms	142
Delivery Date	06/13/2019

Item	Material/Description	Quantity	UM	Net Price	Net Amount
0001	Freight to be billed Third Party Collect to: Solae LLC ATTN: Accounts Payable 4300 Duncan Avenue St. Louis, MO 63110 Web Sling, 2 Ply, 4" wide, 8ft Requisition #: 11258151 G/L ACC. NO.:0077201000 COST CENTRE NO.:VA79000080 See Attached Quote# 0082570 Item# 250-01590 Web Sling, 2 Ply, 4" wide, 8ft. eye !PLEASE CONFIRM PRICE AND DELIVERY.!	6	EA	55.79	334.74
				Total excl. Tax	334.74

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SIGNATURE John Arokia Raj DATE 06/06/2019
(Purchasing/Accounting)