1. General. Unless otherwise prohibited by applicable law, these Terms and Conditions of Purchase (the "Terms") are incorporated into and form a part of the purchase order and/or agreement issued by the party exercising the purchase order and/or agreement (the "Purchase Order"). The terms "Buyer" and "Seller" refer to the entities designated as such on the Purchase Order. The term "Supplies" refers to the products, supplies, equipment and/or services to be provided to Buyer by Seller as specified on the Purchase Order.

2. Terms of the Purchase Order; Offer/Acceptance. The Purchase Order is an offer by Buyer to purchase the Supplies from Seller on the terms of the Purchase Order. Buyer shall have the right to rescind the Purchase Order at any time prior to Seller's acceptance. Seller shall be deemed to have accepted the Purchase Order and a binding contract formed upon the earliest of: (a) Seller commencing work or performance with respect to any part of the Purchase Order; (b) Seller delivering written acceptance of the Purchase Order to Buyer; (c) any conduct by Seller that fairly recognizes the existence of a contract for the purchase and sale of the Supplies; or (d) three (3) days following Buyer's delivery of the Purchase Order to Seller. The Purchase Order is limited to and conditional upon Seller's acceptance of the terms of the Purchase Order. In the event Seller accepts Buyer's Purchase Order other than by written acceptance pursuant to subsection (b) above, Buyer may cancel the Purchase Order in its sole and absolute discretion, without payment of any kind to Seller, if Seller refuses to provide written acceptance of the Purchase Order within two (2) business days following Buyer's written or oral request for such confirmation. The following documents are incorporated into and shall be part of the Purchase Order: (i) any executed supply or corporate agreement between Buyer and Seller; (ii) prints and specifications for the Supplies; (iii) Buyer's policies that have been communicated to Seller, as revised by Buyer from time to time; and (iv) any written agreement between Buyer and Seller which provides for the purchase, sale, or supply of the Supplies and is a part of the Purchase Order; (v) representations or other terms and conditions of Seller's customer will also be incorporated into and shall be part of the Purchase Order if such are identified by Buyer.

3. Quantity. From time to time, Buyer may provide Seller with volume and/or quantity forecasts or projections for Buyer's Supplies needs. Seller acknowledges that the projections, unlike a Purchase Order, are for planning purposes only and are not binding on Buyer. Seller acknowledges and agrees that Buyer makes no representation, warranty or guaranty of any kind or nature whatsoever as to the accuracy of the projections.

4. Delivery; Purchase Orders. Seller shall manufacture and ship Buyer's orders for the Supplies in such quantities, prices, and at such times as identified by Buyer as firm orders in the Purchase Order, or if a blanket Purchase Order, in scheduling agreements, manifests or other similar releases that are transmitted to Seller from time to time during the term of the Purchase Order, and after consideration by Buyer of agreed upon lead times. Time and quantities are of the essence under the Purchase Order. Seller agrees to 95% on-time delivery of the quantities and at the times specified by Buyer as set forth in the Purchase Orders. Buyer is not obligated to accept early deliveries, late deliveries, partial deliveries, excess deliveries or any other delivery that is not a 95% on-time delivery ("Non-conforming Deliveries"). If Seller fails to achieve a fill rate of at least 95% per Purchase Order by the due date specified on the Purchase Order, Buyer shall assess a charge against each of the non-conforming deliveries equal to the higher of (a) 5% of the purchase price of the Supplies; or (b) $500 per unit of non-conforming delivery (including the obligation to deliver the Supplies). Buyer may change the timing of delivery of previously scheduled shipments or direct temporary suspension of scheduled shipments from time to time in its sole and absolute discretion. Unless otherwise agreed upon by Buyer or stated in the Purchase Order, all pricing and shipments are to be made FOB (as defined in Incoterms 2010 published by the International Chamber of Commerce). Different Incoterms may be applicable depending upon Buyer's affiliate location. Seller warrants full and unrestricted title to Buyer for the Supplies delivered by Seller, free and clear of any and all liens, reservations, security interests or encumbrances. Seller shall, among any other instructions that may be contained in any supply manuals provided by Buyer to Seller properly pack, mark, and ship the Supplies according to the requirements of Buyer, the involved carriers and the country of destination. Before the Supplies are shipped, Seller shall give Buyer sufficient warning in writing of any expected weight, volume, or any bulk or hazardous characteristics of the Supplies, such that Buyer may determine or develop a shipping plan, and may refuse shipping of such Supplies if so instructed by Buyer. Buyer may in its sole and absolute discretion request that the Supplies be shipped in a different manner.

5. Price; Payment Terms. The purchase price for the Supplies is set forth in the Purchase Order. Buyer will pay invoices within the first 10 days following the Buyer's fiscal quarter-end (August, November, February and May). Unless otherwise agreed to by the parties, Buyer may pay invoices via electronic payment method (ACH), credit card or check. Order fulfillment and payment terms are determined by the purchase order protocol using dynamic credit card numbers issued by an industry leading payment provider. Seller acknowledges and agrees that Seller's financial condition, insolvency and/or failure to timely pay its suppliers or other creditors may create a disruption in the supply chain. In the event Buyer elects in its sole and absolute discretion to pay any of Seller's obligations in order to avoid or cure a disruption in the flow of the Supplies to Buyer, Buyer shall have the right to withhold from and set off against any funds due to Seller from the Buyer's aggregate amount paid in respect of Seller's obligations and, if so required, Buyer shall not be liable to any claim for any amount otherwise due from Buyer to Seller. Buyer may send written notice to Seller, and Seller shall pay to Buyer the remaining balance within ten (10) days of Buyer's payment.

6. Quality. Seller shall conform to all quality control guidelines, standards, and inspection systems Seller is responsible for the performance and quality of all of its suppliers from which Seller obtains supplies or services it uses to produce Supplies. Following rejection of the non-conforming Supplies, Seller shall in Buyer's sole and absolute discretion, without prejudice to any other right or remedy of Buyer: (i) accept the return within the time frame as requested by Buyer, at Buyer's sole expense, of the Supplies and refund to Buyer the full invoice price plus all transportation and other charges associated with the non-conforming Supplies; (ii) replace the non-conforming Supply with another Supply, at Seller's cost, and if not sufficient for the purposes intended by Buyer; (iii) conform to all applicable laws in countries where the Supplies (or Buyer's products into which the Supplies are incorporated) are to be sold; (iv) for all Supplies which consist of services, Seller further warrants that its work shall be performed in a professional and workmanlike manner, consistent with all standards and specifications, including any applicable laws or industry standards. All warranties of Seller extend to future performance of the Supplies and are not modified, waived or discharged by delivery, inspection, tests, acceptance and/or payment. The warranty period shall run to the latest of the following: (i) thirty-six (36) months from the date Buyer accepts the Supplies; (ii) the warranty period provided any applicable warranty period in the Purchase Order; and (iii) any written agreement between Buyer and Seller to the contrary. Buyer may terminate immediately the Purchase Order for any breach of warranty which Buyer has incurred by Buyer as a result of Seller's: (i) breach of any representation or warranty set forth in the Purchase Order; (ii) failure to timely deliver conforming or otherwise non-defective Supplies; and/or (iii) failure to comply with the Purchase Order, even if Seller has cured the breach. Seller shall defend, indemnify and hold harmless Buyer, Buyer's customer and the end-users of the products sold by Buyer or the end users of the products which incorporate the Supplies and all of their respective agents, customers, invitees, subsidiaries, affiliates, successors and assigns, against all damages, losses, claims, liabilities and expenses (including reasonable attorneys' and other professional fees, settlements and judgments) arising out of or resulting from any defective Supplies, or from Buyer's rejection of an Seller manufactured or supplied Loads or any Seller employees, agents, or subcontractors, or any breach or failure by Seller to comply with any of Seller's representations or other terms and conditions of the Purchase Order (including any part of these Terms) including the cost of any remedial actions.

7. Changes; Buyer reserves the right at any time, by written notice to Seller, to make changes or additions to this Order. Such changes may be made at any time, in the form of written change orders, drawings, specifications, sub-suppliers, samples or descriptions of the Supplies ("Buyer's Specs"). Seller shall not make any changes to the Buyer's Specs without the prior written consent of Buyer.

8. Customs Regulations. Seller shall comply with all applicable import and export laws and regulations, including any recommendations or requirements of the United States Customs and Border Protection and/or similar domestic or international organizations.

9. Force Majeure. Any delay or failure of either party to perform its obligations shall be excused if and to the extent that the party is unable to perform due to events or occurrences beyond its reasonable control and without its fault or negligence. Such excusable causes shall include, but not limited to the U.S. Toxic Substances Control Act and European Union Directive 2000/53/EC any successor law, or any other similar applicable law or regulation (domestic or international).

10. Terminations. Buyer may terminate immediately the Purchase Order for cause, which shall be effective upon delivery of written notice of or upon any other such date specified by Buyer in writing. Buyer may, at its option and in its sole discretion, immediately terminate all or any part of the Purchase Order at any time and for any reason upon seven (7) days written notice to Seller. Seller shall maintain and require its subcontractors to maintain the following insurance coverage (or any other corresponding international policies): (i) comprehensive general liability insurance; (ii) comprehensive automobile liability insurance; (iii) business interruption insurance; (iv) workers compensation and employer's liability insurance covering all employees engaged in the performance of this Purchase Order for claims arising under any applicable workers' compensation,
occupation disease or health and safety laws and or; regulations; and (v) such other insurance coverage as may be requested from time to time by Buyer in its sole discretion. In such case, Seller's insurance coverage will name Buyer and its affiliates (as applicable) as loss payee(s) and/or "additional insured(s)" and the coverage will be in such amounts sufficient to cover obligations set forth herein or in such amounts required by Buyer. Seller shall furnish to Buyer a certificate (or any other similar proof of insurance) showing full compliance with the requirements set forth in this Section within ten (10) days of Buyer's written request.

Audit; Plant Inspections. Upon reasonable notice to Seller, either Buyer, Buyer's customers or their respective third-party designees may audit Seller's production facility, the Supplies and any other Seller property (including all pertinent documents, data and other information) related to the Purchase Order for the purpose of verifying Seller's costs and its compliance with or its ability to perform its obligations under the Purchase Order. Seller shall provide, without additional charge, all reasonable facilities and assistance.

Intellectual Property. Seller warrants that the Supplies and the sale and/or use thereof (before or after incorporation into products during manufacture) are original to Seller and do not and shall not infringe any third-party's Intellectual Property Rights. Seller agrees: (i) to defend, hold harmless and indemnify Buyer and its owners, shareholders, affiliates, officers, directors, members, managers, partners, employees, attorneys and agents and any of their respective successors and assigns against any suit, claim or action for actual or alleged direct or contributory infringement of or inducement to infringe or violate any third party's Intellectual Property or Intellectual Property Rights and against any resulting damages or expenses (including attorney's and other professional fees and expenses, settlements and judgments) arising out of or relating to the manufacture, sale or use of the Supplies.

Confidential Information. Any information or knowledge which Buyer may have disclosed or may hereafter disclose to Seller (including the existence of this business relationship with Buyer) in connection with the Purchase Order and any and all Supplies, or services to be rendered and/or work to be performed pursuant to the Purchase Order is and shall be deemed confidential and proprietary information of Buyer. Seller shall not, without authorization in writing from Buyer, use (except as necessary to the performance of the Purchase Order), communicate or disclose such confidential and proprietary information of Buyer or use such information for any purpose other than to perform its obligations under the Purchase Order.

Social Responsibility and Protection of the Environment. Seller shall comply with all laws and regulations regarding environmental protection.

Compliance with Laws: Ethics. Seller warrants that Seller, and all Supplies furnished by Seller under the Purchase Order shall comply with all applicable local, state, Federal and all other applicable laws, ordinances and regulations, including those concerned with labor, environment and safety, as those laws, ordinances and regulations are amended from time to time, including compliance with the United States Foreign Corrupt Practices Act (FCPA), the UK Bribery Act and similar international regulations (where applicable). In accordance with applicable “Conflict Minerals” laws, Buyer must determine whether its products contain tin, tantalum, tungsten or gold (“3TG”) originating in the Democratic Republic of the Congo and adjoining countries (“Conflict Minerals”). To the extent Supplier supplies direct materials containing 3TG to Actuant under this Purchase Order, Supplier commits to have a supply chain process to ensure and document a reasonable inquiry into the country of origin of the 3TG minerals incorporated into products it supplies to Buyer. If requested, Supplier will promptly provide information or representations that Buyer reasonably believes are required to meet its conflict minerals compliance obligations.

Buyer’s Limited Liability to Seller. Buyer’s sole liability under the Purchase Order (including its termination, expiration or cancellation) is to pay for the Supplies in accordance with this Section. IN NO EVENT SHALL BUYER BE LIABLE TO SELLER OR ANYONE CLAIMING BY OR THROUGH SELLER FOR ANY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO COMPENSATORY, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR OTHER DAMAGES DIRECTLY OR INDIRECTLY RELATED TO PROFITS, OR LIABILITIES OF ANY KIND IN CONNECTION WITH THE PURCHASE ORDER, WHETHER FOR BREACH OF CONTRACT, TORT LIABILITY, LATE PAYMENT, PROPERTY DAMAGE, PERSONAL INJURY, ILLNESS, OR DEATH OR OTHERWISE.

Assignment. Seller may not, without Buyer’s prior written consent: (i) assign or delegate (including, without limitation, by subcontract) its obligations under the Purchase Order, or (ii) enter into a transaction that includes a sale of a substantial portion of its assets used for the production of the Supplies for Buyer or a merger, sale or exchange of stock or other equity interests that would result in a change of control of Seller.

Relationship of the Parties. Seller and Buyer are independent contracting parties and nothing in the Purchase Order shall make either party the employee, agent or legal representative of the other for any purpose.

Governing Law. These Terms and any claim, dispute or controversy arising from or relating to Buyer’s purchase and/or use of Products (“Dispute”), shall be governed by and construed in accordance with the laws of the domicile of Buyer (or Buyer’s affiliate) as defined in the Purchase Order. The United Nations Convention on Contracts for the International Sale of Goods shall not be applicable.

No Waiver. Buyer’s failure to insist on the performance by Seller of any term or failure to exercise any right or remedy reserved in the Purchase Order, or