



A DURAVANT COMPANY

SUPPLIER TERMS AND CONDITIONS OF SALE

1. INCORPORATION BY REFERENCE: *Supplier Terms and Conditions of Sale* are for NPI Received Supplier Goods and Services (“Supplier Terms”) for National Presort, LLC, a Delaware limited liability company, and are incorporated into and made part of all Purchase Orders or other forms of request from NPI to supplier (“Purchase Order”) any items, products, goods, or services (“Product(s)”), with each supplier, persons, and entities providing same (each a “Supplier”) in whole or in part at a site owned, leased, managed, or controlled by NPI, including customers of NPI (“Customer”). As used in herein, “Product” shall mean any services provided or goods sold by Supplier.
2. ACCEPTANCE: PURCHASE ORDERS ARE GOVERNED BY THESE SUPPLIER TERMS AND THE [DURAVANT SUPPLIER CODE OF CONDUCT](#) (NPI a subsidiary of Duravant) , MAY INCLUDE ADDITIONAL SPECIFIC TERMS AND/OR CONDITIONS INCORPORATED IN A PURCHASE ORDER, ATTACHMENT(S) TO PURCHASE ORDER, OR ANY OTHER DOCUMENTS EXPRESSLY REFERENCED OR INCLUDED WITHIN THE PURCHASE ORDER. NPI DOES NOT AGREE TO ANY PROPOSED ADDITION, ALTERATION, OR DELETION BY SUPPLIER UNLESS AGREED TO IN WRITING BY NPI. ANY OTHER STATEMENT OR WRITING OF SUPPLIER SHALL NOT ALTER, ADD TO, OR OTHERWISE AFFECT THE PURCHASE ORDER OR THESE SUPPLIER TERMS. THE PURCHASE ORDER IS SUBJECT TO ALL APPLICABLE WRITTEN CONTRACTS BETWEEN NPI AND SUPPLIER. IN THE EVENT OF ANY CONFLICT, THE FOLLOWING SHALL CONTROL IN THE FOLLOWING ORDER: FIRST, SUPPLIER TERMS; SECOND, DURAVANT SUPPLIER CODE OF CONDUCT; THIRD, THE FACE OF THE PURCHASE ORDER; AND FOURTH, ALL APPLICABLE CONTRACTS BETWEEN NPI AND SUPPLIER.
3. PURCHASE ORDER NUMBER: Supplier shall include the Purchase Order number on every invoice and all communications related to a Purchase Order.
4. TIME FOR PERFORMANCE: Time is of the essence for all performance required of Supplier and shall be in accordance with any schedule set out in the Purchase Order.
5. RELATIONSHIP OF THE PARTIES: Supplier will at all times remain an independent Supplier with respect to NPI and its Customer. Nothing contained in these Supplier Terms or Purchase Order shall be construed to create any association, brokerage, agency, joint venture, partnership, or employment relationship between or among NPI, Supplier, and/or Customer. Nothing within these Supplier Terms or any Purchase Order shall be construed as creating an exclusive relationship between NPI and Supplier, and NPI reserves the right to engage other persons or entities to provide Services similar Products. No third party shall have any rights under these Supplier Terms or any Purchase Order as a third party beneficiary except for an NPI Customer, confined to terms expressly stated.
6. WARRANTY: Supplier warrants that all Products under the Purchase Order will be performed in a good and workmanlike manner by qualified, trained personnel, free from errors, in accordance with NPI’s specifications, and in full compliance with the Purchase Order and these Supplier Terms. Customer is an intended third-party beneficiary of this warranty.

7. **CHANGES:** NPI may make changes to any Products to be performed under the Purchase Order, but no change shall be effective, nor shall NPI be obligated to pay any increase in compensation as a result of a change, unless NPI issues a written change order. Changes which increase or decrease pricing shall be made only as mutually agreed in writing by NPI and Supplier.
8. **INVOICES/PAYMENT:** Unless otherwise stated in the Purchase Order or otherwise agreed by NPI in writing, Supplier may submit only one invoice for Product and only after all Products have been received or completed. NPI will not be obligated to make any payments on an invoice until Customer approves the Products covered by the invoice. Payment terms are the later of (a) net 60 days of receipt of correct invoice and (b) NPI and NPI Customer's approval of the Products covered by the invoice.
9. **RESPONSIBILITY FOR PROPERTY OF NPI OR CUSTOMER:** Supplier assumes the risk of and shall be responsible for any loss or damage to any materials, parts, tooling, or other property of NPI or Customer that Supplier receives or manufactures in connection with any Products, except for reasonable wear and tear and except for things that were reasonably consumed in performance of Products. Supplier shall return all such materials, parts, tooling, or other property to NPI or Customer, as the case may be, when Supplier is finished with them, but in any event upon completion of the Products.
10. **INDEMNITY:** Supplier shall indemnify, hold harmless, and defend NPI, its affiliates, their respective officers, directors, agents, representatives, employees, sub-vendors, and Customer from any and all claims, liabilities, damages, and expenses (including attorneys' fees and expenses) arising from or related to (a) the negligence (including strict liability), gross negligence, or willful misconduct of Supplier, its affiliates, and their respective employees, Suppliers, sub-vendors, vendors, and agents (collectively, the "Supplier Parties"), (b) contamination of or adverse effect on the environment by any of the Supplier Parties, (c) violation of any law or regulation by any of the Supplier Parties, or (d) alleged infringement of any patent, copyright, or trademark or violation of any other intellectual property right by any of the Supplier Parties. This indemnity shall apply without regard to whether the claim, damage, liability, or expense is based on contract, warranty, negligence, strict liability, statute, common law, equity, or tort. This indemnity shall survive completion of and payment for all Products.
11. **INSURANCE:** Supplier shall maintain, at its sole cost, and shall require any sub-vendors it may engage to maintain at all times while transacting business with NPI and for one year following acceptance of the Products, the insurance coverage set forth below, with one or more insurance companies licensed to do business in the state where the Products or Services are performed and with a rating of not less than A, X or better as shown in the most current issue of the A.M. Best Rating Guide, and all such policies shall require the carrier to give NPI at least thirty days prior written notice of any cancellation or non-renewal and or material change in coverage:
 - (a) Workers' Compensation Insurance as required by laws and regulations applicable to and covering (i) all employees of Supplier who are involved in any of the Products and (ii) if Supplier engages any sub-vendors, all of those sub-vendors' employees who are involved in any of the Products. Policy must include a Waiver of Subrogation endorsement in favor of NPI and its affiliates.
 - (b) Employers' Liability Insurance protecting Supplier against common law liability in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000.
 - (c) Commercial General Liability Insurance including coverages for premises/operations, products/completed operations, bodily injury, property damage, independent Suppliers, and coverage for insured contracts specifically in support of the contractual obligations of Supplier including, without limitation, all indemnity obligations hereunder, with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate and naming NPI and its affiliates as an additional insured. This insurance is primary and non-contributory to any other available insurance policies. Policy must include a Waiver of Subrogation endorsement in favor of NPI and its affiliates.

(d) Automobile Liability Insurance including non-owned and hired vehicle coverage with limits of liability of not less than \$1,000,000 per occurrence combined single limit and naming NPI and its affiliates as an additional insured. This insurance is primary and non-contributory to any other available insurance policies. Policy must include a Waiver of Subrogation endorsement in favor of NPI and its affiliates.

(e) Excess Liability/Umbrella Liability Insurance in amounts no less than \$1,000,000 covering exposures listed in sections 11 (b), 11(c) and 11(d).

Supplier shall provide NPI with a certificate of insurance evidencing such insurance coverage within thirty days after Supplier accepts the Purchase Order or seven days before Supplier begins performing any Products that include Services, whichever is earlier.

12. INTELLECTUAL PROPERTY AND OTHER CONTRACTS: Supplier warrants that nothing associated with its performance of the Products will infringe on any third party's patent, copyright, trade secret, trade name, trademark, service mark, license, or other proprietary right or breach any contract between Supplier and any third party.
13. TITLE AND RISK OF LOSS: Supplier warrants title to all goods it provides in connection with any of the Products and bears the risk of loss or damage to such goods until they are installed; upon installation, title shall pass to Customer. Passing of title shall not constitute acceptance of goods by NPI or Customer.
14. CONFIDENTIALITY: Supplier shall keep confidential all information designated as confidential by NPI or Customer or reasonably known by Supplier to be confidential information of NPI or Customer, including but not limited to designs, processes, drawings, specifications, reports, data, other technical or proprietary information, and the features of all parts, equipment, tools, gauges, patterns, and other items furnished or disclosed to Supplier by NPI or Customer in connection with the Products ("Confidential Information"). Supplier shall not disclose Confidential Information to any third party without the prior written consent of NPI and shall not use Confidential Information except as reasonably necessary to perform their duty to provide the Products. Upon receipt of or completion of the Products, including those with Services, or termination of the Purchase Order, Supplier shall return all Confidential Information to NPI or Customer (depending upon which provided such Confidential Information to Supplier) or make such other disposition thereof as may be directed and approved by NPI and shall certify to such return or destruction.
15. NON-SOLICITATION: From the date of the Purchase Order until one year after NPI's receipt of Product or completion of Products that include Services, neither Supplier nor its affiliates or employees (each, a "Restricted Person") shall directly or indirectly, for itself or on behalf of another person or entity, solicit for employment, employ, or engage as an independent Supplier any person who was employed by NPI on the date of the Purchase Order with whom Supplier had contact in connection with the Purchase Order or the Products or who became known to Supplier in connection with the Purchase Order or the Products (each, a "Covered NPI Employee"), except (a) pursuant to a general solicitation through the media that is not directed specifically to any employees of NPI and is not undertaken as a means to circumvent the restrictions contained in or conceal a violation of this Non-Solicitation provision or (b) if NPI terminated the employment of such Covered NPI Employee before the Restricted Person solicited such Covered NPI Employee or discussed the employment or other engagement of such Covered NPI Employee.
16. NON-CIRCUMVENTION: From the date of the Purchase Order until one year after completion of the Products including Services, Supplier shall not, directly or indirectly, except in collaboration with or with the prior express written consent of NPI: (a) enter into any transaction to provide Products to Customer or any of Customer's affiliates concerning any equipment manufactured, sold, or distributed by NPI or (b) induce, solicit, procure, or otherwise encourage any third party to enter any transaction to provide Products to Customer or any of Customer's affiliates concerning any equipment manufactured, sold, or distributed by NPI.
17. COMPLIANCE: Supplier warrants that all Products and all goods it provides in connection with any of the Products will comply with all applicable federal, state, and local laws, rules, regulations, standards, and ordinances at the time of performance or delivery, including but not limited to all applicable OSHA standards. Supplier shall adhere to all safety, health, and other administrative requirements, rules, regulations, policies, and procedures of NPI and

Customer and shall provide to NPI a health and safety declaration prior to commencing any Products including any Services. **Supplier and any sub-vendor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), 60-741.5(a) and 29 CFR Part 471, Appendix A to Subpart A. Among other things, 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, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime Suppliers and sub-vendors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

18. **TERMINATION:** NPI may terminate all or any portion of the Purchase Order at any time by giving notice to Supplier. In the event of termination without cause, NPI's ONLY liability shall be the lesser of (a) a reasonable price for all Products completed by Supplier before termination or (b) the contract price for all Products completed by Supplier before termination after giving effect to any discount NPI would otherwise be entitled to. If any hourly or other time-based rate for Products including those with Services, are specified in the Purchase Order, such rate shall be used in determining a reasonable price. Additionally, NPI may, by notice to Supplier, terminate all or any portion of the Purchase Order in the event of suspension of a material part of Supplier's business, insolvency of Supplier, institution of bankruptcy, reorganization, or liquidation proceedings by or against Supplier, the appointment of a trustee or receiver for a material part of Supplier's property or business, any assignments by Supplier for the benefit of creditors, or a breach of Supplier's obligations to NPI that is not cured promptly after notice detailing such breach. The rights and remedies of NPI provided in this Termination clause shall not be exclusive and are in addition to any other rights and remedies provided by contract or applicable law.
19. **SUBCONTRACTING AND ASSIGNMENT:** Supplier shall not assign any rights under the Purchase Order, delegate any duties under the Purchase Order, or subcontract any part of the Products including Services without the prior written approval of NPI. Any attempts to do so will be null and void. The price quoted by Supplier includes the price of any goods or Products obtained from any sub-vendor or supplier to Supplier, unless otherwise agreed in advance in writing by NPI. Supplier shall incorporate these Supplier Terms on any order or subcontract approved by NPI and procured from third parties pertaining to the Purchase Order. Supplier shall remain fully responsible for all work performed by such third parties and shall indemnify and hold NPI harmless for any payment required to be made to any such parties.
20. **WAIVER:** No waiver of any default by either party shall act as a waiver of a subsequent or different default.
21. **MINORITY/WOMEN VETERAN-OWNED FIRMS:** NPI and Supplier shall support the utilization of qualified minority-owned, women-owned, and service disabled veteran-owned business enterprises.
22. **PUBLICITY:** Except as may be required by law, governmental rules, or the requirements of any exchange on which securities of Supplier or an affiliate of Supplier are traded, Supplier shall not, without the prior written consent of NPI, which may be granted or withheld at NPI's sole discretion: (a) use NPI's name, brand, trademarks, or any descriptions of NPI and/or its industry that would allow a third party to identify NPI ("NPI's Brand") in advertising or promotional material, publicity releases, or for any other commercial purpose; (b) in any manner advertise, publish or disclose the fact that NPI has placed the Purchase Order with Supplier; or (c) disclose the subject matter or Supplier Terms of the Purchase Order. Supplier shall comply with the restrictions accompanying any consent by NPI, including but not limited to scope and term limitations. Unless otherwise specified by NPI in writing, NPI consents shall be deemed to be "initial use only," and will expire immediately after Supplier's first use of NPI's Brand as set forth in the applicable NPI consent. Any and all subsequent uses, including but not limited to re-publication of advertising or promotional material, duplicate or follow-up press releases, or like publications shall each require NPI's additional prior written consent. In no case shall Supplier or an affiliate of Supplier use NPI's Brand or information about NPI's industry, equipment, or operations in a manner that disparages NPI.
23. **GOVERNING LAW, CHOICE OF FORUM, JURY WAIVER, ATTORNEYS' FEES AND EXPENSES, AND REMEDIES.** The Purchase Order and these Supplier Terms shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to the conflict of laws provisions thereof, except to the extent preempted by

United States federal law. Any claim or controversy between NPI and Supplier, whether based on contract, tort, or equity, arising out of or related to the Purchase Order (a) shall be governed by the laws of the State of Texas without giving effect to the conflict of laws provisions thereof, except to the extent preempted by United States federal law and (b) shall be resolved in a court of competent jurisdiction sitting in Tarrant County, Texas, and Supplier consents to jurisdiction in such court. NPI AND SUPPLIER WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY LAWSUIT BETWEEN THEMSELVES. The prevailing party in any lawsuit between NPI and Supplier shall be entitled to recover its reasonable attorneys' fees, expenses, and costs of court from the losing party in addition to any and all other remedies at law or in equity. Supplier acknowledges and agrees that money damages might not be a sufficient remedy for any breach or threatened breach of the Purchase Order or these Supplier Terms. Therefore, in addition to all other remedies available at law (which will not be waived by the exercise of any rights hereunder), NPI shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach.

24. MISCELLANEOUS: Section headings are for convenience only and shall have no legal or interpretive effect. NPI shall have the right to audit the books and records of Supplier relevant to the Purchase Order, at Supplier's place of business or by electronic delivery, until four years after completion of the Products. Any notices required hereunder shall be given in writing to the addresses set out in the Purchase Order and shall be deemed effective on the same day such notice is actually received, or on the third business day after such notice is deposited in the United States mail with postage prepaid.