1. General
These terms and conditions apply to the purchase orders ("Orders") issued by Werlatone Inc. ("Werlatone") and the supplier ("Seller") and are made in accordance with the face of this document. By acceptance of this Order and/or performance hereunder, Seller agrees to the terms and conditions set forth herein. Acceptance of this Order is expressly limited to the terms and conditions set forth herein. Seller shall not commence performance or work on the order until it has received written notice from Buyer.

2. Quantities and Prices
Werlatone's count shall be accepted as conclusions on all shipments not accompanied by a packing slip. Werlatone reserves the right to reject and return any material in excess of the quantities specified herein.

3. Warranties
Seller expressly warrants that all articles, materials, parts and work covered by this order will conform to the specifications, drawings, samples or other descriptions furnished or adopted by Werlatone, shall be merchantable, of good workmanship and material and free from defects for a period of 12 months from shipment date, FOB Factory. These warranties are in addition to any other warranties specified herein or implied by law, and shall survive acceptance and payment. In case of ambiguity in specified drawings or, or other requirements of this order, Seller, before proceeding, must consult Werlatone, whose written interpretation will control. *Note: Ambiguity can be determined by Werlatone at their discretion*.

4. Inspection and Final Acceptance
All articles, parts, materials and workmanship entering into the performance of this contract shall be subject to the Buyer's 100% inspection, and final acceptance by Werlatone after delivery to Werlatone's factory. All shipments made by Seller under this contract, and in particular, any claims made under the warranty, shall be subject to examination by Werlatone and shall be rejected or returned at Seller's expense, including contractual liability on both owned and non-owned vehicles.

5. Damages and Risk of Loss
Seller assumes all responsibility for risk of loss or other damages to all articles and materials ordered here under or in its custody pursuant hereto, until delivered to Werlatone, F.O.B., as shipping point specified on the face thereof. In no event shall Werlatone be liable for any profits or damages for any account on notice of negligence or incidental or consequential damages.

6. Claims
Seller agrees to indemnify Werlatone against all claims, whether against negligence or otherwise asserted by any person other than Werlatone, resulting from or in any way connected with Seller's performance under this contract. Such claims shall include, but not be limited to, all legal and equitable consequences, and shall not be limited to Seller's or Seller's Subcontractors' compensation, occupational disease, unemployment compensation, loss of work, injury, or death, and shall include consequential injury, loss or damage to any other property arising out of or in any way connected with Seller's performance under this contract.

7. Changes
Werlatone reserves the right, by giving written notice to Seller, to make changes in the drawings, specifications, design, quantities, dates and other terms of the contract, unless the article of material is solely of Werlatone design or formula. Seller agrees that it will, upon notification of any change, make reasonable efforts to obtain parts, materials and workmanship, and that all work performed under this contract shall be performed in accordance with any new or revised parts, materials and workmanship furnished by Werlatone. *Note: Changes can be made by Werlatone at their discretion.*

8. Payment
On receipt of notice from Seller stating a change in the design or price, and an equitable adjustment shall be negotiated between the parties in good faith.
(b) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including making available to all employees the hotline phone number of the Global Human Trafficking Hotline at (US) 1-844-888-FREE and its email address help@humantraffickinghotline.org;

c) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities. This includes flowing down the requirements of FAR 52.222-50 by the supplier to its lower tier suppliers as required by the clause.

Seller hereby acknowledges to have notice of the foregoing provisions and agrees that non-compliance with any of the above provisions incorporated by reference may be considered a material breach of this contract and, as such, shall go to the essence of the contract.