

UA Purchase Order Standard Terms and Conditions

1. **Applicability.** These UA Purchase Order Terms and Conditions apply to all UA Purchase Orders to Vendor for goods and services ("Products").
2. **Acceptance of Terms.**
 - 2.1. UA's offer to purchase Products from Vendor is expressly subject to Vendor's acceptance of these UA Purchase Order Terms and Conditions.
 - 2.2. Vendor's shipment of Products in response to a UA Purchase Order constitutes Vendor's acceptance of these UA Purchase Order Terms and Conditions and any UA Purchase Order in which these UA Purchase Order Terms and Conditions are incorporated by reference, in their entirety, and precludes Vendor's objection to UA's Purchase Order Terms and Conditions and/or Vendor's inclusion of any different or additional items, terms or conditions in any resulting order except as set forth in written amendment referencing these UA Purchase Order Terms and signed by both UA and Vendor.
 - 2.3. If Vendor has previously made UA an offer with respect to the Products, no UA Purchase Order will operate as an acceptance of Vendor's offer, but instead will be deemed a counteroffer. By accepting a UA Purchase Order and/or by shipping Products in response to a UA Purchase Order, Vendor agrees that UA is not bound by any other term or condition of Vendor in any offer, quote, acknowledgment, invoice or otherwise, that is inconsistent with or in addition to the terms and conditions hereof. All sections of the Uniform Commercial Code that expressly or implicitly protect UA and are not inconsistent with any term hereunder are incorporated by reference, whether it be construed as an offer or acceptance.
3. **Vendor's Representations and Warranties.** By accepting the UA Purchase Order, Vendor makes the following representations and warranties:
 - 3.1. Vendor will deliver the Products identified in the UA Purchase Order and otherwise perform all its obligations under the UA Purchase Order in full accordance with all its terms, dating, and conditions, and with no changes.
 - 3.2. The Products shall conform exactly and in every respect to the terms of the UA Purchase Order and all applicable quantities, specifications, instructions, drawings, data, samples, descriptions, and demonstrations, which shall be deemed to be incorporated by reference as though fully set forth herein. In case of any questions or discrepancies, Vendor shall contact UA for decision, instructions, or interpretation.
 - 3.3. The Products shall be free from defects in in material and workmanship; be of good material and workmanship; and be merchantable.
 - 3.4. To the extent Vendor has performed any design services with respect to the Products, the Products shall be free from defects in design.
 - 3.5. Vendor is the lawful owner of the Products, has good right to sell same and convey good and merchantable title, and the Products are and will be conveyed free of any and all claims, liens, security interests or other encumbrances. Vendor represents that unless it has disclosed to UA otherwise, it is not a broker or reseller of the Products.
 - 3.6. The Products shall be fit and sufficient for purposes for which goods of that type are ordinarily used, and are fit and sufficient for each purpose Vendor has specified.
 - 3.7. Vendor will obey and conform to all applicable laws, rules and regulations, both domestic and foreign, in in every manner of its business related to the UA Purchase Order. Accordingly, Vendor represents and warrants:
 - 3.7.1. The Products and the manufacture, sale, storage, shipping, transportation and billing for the Products, comply with all provisions of applicable law and with all applicable promulgations of governmental authority, both domestic and foreign, including all applicable product safety laws and regulations.
 - 3.7.2. Each shipment or other delivery of Products is not misbranded or mislabeled under any law or regulations. Vendor will provide UA copies of all Safety Data Sheets ("SDS") for any applicable products.
 - 3.7.3. Vendor is compliant with the Conflict Mineral Law and will provide UA with any paperwork necessary to show such compliance upon UA's request.
 - 3.7.4. Vendor is in full compliance with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption in the jurisdiction(s) in which it operates. Vendor has not and will not engage in any activity, practice or conduct which would be an offense under those requirements, and has implemented policies and procedures adequate to ensure compliance with those requirements by its officers, employees, agents and any other third party or person associated with Vendor in the sale of Products to UA.
 - 3.7.5. The Products, including the packaging, advertising, labels and other materials contained on, with, or relating to the Products, do not infringe any patent, copyright, trademark, trade name or other proprietary interest of UA or any third party and comply with the Federal Trade Commission Act and all other applicable laws, rules and regulations.
 - 3.7.6. The prices charged for the Products shipped are the lowest lawful prices available from Vendor and are not higher than prices being charged to other entities purchasing identical goods in smaller quantities at this particular time, and do not discriminate against UA.
 - 3.8. The representations, warranties and guarantees contained in this section run to UA, its customers, and its and their successors and assigns. Vendor incorporates by reference and passes on to UA, UA's customers, and their successors and assigns the benefits of all warranties and guarantees given to Vendor by persons from whom Vendor purchased any of the

Products. UA's approval of specifications, drawings, samples and/or other descriptions furnished by Vendor does not relieve Vendor of its obligations.

- 3.9. The representations, warranties and guarantees set forth in this section are in addition to all other express, implied or statutory warranties, are continuing in nature, survive UA's payment, acceptance, inspection or failure to inspect the Products.
4. **Delivery Dates – Time is of the Essence.** UA's production schedules are based upon the understanding that Products will be delivered to UA by the date(s) specified in the UA Purchase Order. **TIME IS THEREFORE OF THE ESSENCE OF THIS PURCHASE ORDER.** If Vendor fails to deliver Products on a timely basis according to the terms of the UA Purchase Order, then UA reserves the right to cancel or to purchase replacement Products elsewhere, and to hold Vendor accountable therefor.
5. **Right of Inspection and Rejection.** UA will have the right to inspect the Products and reject any nonconforming Products within thirty (30) days of delivery. This right of inspection, whether exercised or not, will not affect UA's right to revoke acceptance or pursue other remedies if defects or nonconformities are discovered at a later date, notwithstanding that any defect or nonconformity could have been discovered upon inspection. Payment by UA will not be construed as an acceptance of Products, or as a waiver or limitation of any of UA's rights as set forth herein.
6. **Non-Conforming or Unordered Products.** UA will have no obligation to accept or pay for any unordered Products or Products shipped that do not conform to, or comply with, the terms and conditions of the UA Purchase Order or the terms and conditions of any agreement to which these UA Purchase Order Terms and Conditions apply, including but not limited to shipping and routing instructions and dates of shipment and delivery. If UA takes delivery of such nonconforming order, or any part of such an order, UA reserves the right to deduct from its payment all actual or reasonable expenses, including but not limited to transportation, inspection, receipt, ticketing, re-ticketing, recall, care and custody of the Products, and notice to Vendor incurred as a result of such non-conformity or non-compliance. If UA takes delivery of any unordered or non-complying Products, UA may, without notice to Vendor of such fact, ship the unordered or noncomplying Products to Vendor at Vendor's cost and expense. UA will have no obligation to accept or to pay for any substituted goods or excess shipment of any Products made without UA's prior written approval.
7. **Cancellation of Purchase Orders.** UA reserves the right to cancel a UA Purchase Order without penalty:
 - 7.1. On or before any cancellation date specified in the UA Purchase Order by giving written notice to Vendor. If no cancellation date is specified, the cancellation date will be a reasonable period of time prior to the shipment of Products.
 - 7.2. At any time if Vendor fails to meet any completion or delivery date or otherwise breaches any term of the UA Purchase Order by giving written notice to Vendor. In such an event, UA may cancel the entire UA Purchase Order or may cancel the unreceived portion of the UA Purchase Order. If a delivery date or completion date is not specified on the UA Purchase Order a reasonable time will be allowed. If Vendor can fulfill its delivery obligation only by shipping by premium routing, the premium charges will be prepaid by Vendor, or, if not prepaid, then UA reserves the right to invoice Vendor relating to the additional freight costs and administrative costs. If UA takes late delivery of any Products, UA may, without notice to Vendor of such fact, ship the late Products to Vendor at Vendor's cost and expense.
 - 7.3. At any time upon written notice to Vendor if UA is given reason to demand adequate assurance of due performance and such assurance is not provided within ten (10) days after the date of UA's demand.
 - 7.4. At any time upon written notice to Vendor if UA learns 1) Vendor has filed for bankruptcy; 2) Vendor is insolvent; 3) Vendor is otherwise unable to meet Vendor's obligations to UA as they become due; 4) Vendor has been sued by its creditors or stockholders; or 5) a receiver has been appointed for Vendor by any court of competent jurisdiction.
 - 7.5. If Vendor ships the Products before the "ship on" date, after the cancellation date, or after actual cancellation, UA may, in the exercise of its sole discretion, refuse the shipment.
 - 7.6. UA's acceptance of Products after the occurrence of any of the events above shall not affect the right of UA to cancel its additional obligations.
8. **Prices, Taxes and Other Charges.**
 - 8.1. Prices set forth in the UA Purchase Order are not subject to increase.
 - 8.2. Unless otherwise agreed in writing, the contract price includes all federal, state and local taxes, tariffs, import duties, commissions and other charges, except taxes Vendor is required by law to collect from UA. Such taxes, if any, will be separately stated in Vendor's invoice and will be paid by UA unless an exemption is available. Vendor warrants that Vendor's prices do not exceed applicable government requirements or regulations, if any. If price includes taxes or excises, and if such taxes or excises or any part thereof are hereafter refunded to Vendor, Vendor shall immediately pay to UA the amount of such refund.
 - 8.3. If the UA Purchase Order price for any Product is reduced by Vendor (whether in the form of a price reduction, rebate, allowance, or additional discount offered to UA or anyone else) at the time of any shipment, Vendor agrees the price to UA for such goods will be reduced accordingly, and UA will be billed at such reduced prices.

- 8.4. Vendor will obtain and pay for any licenses, permits, or inspections by public bodies required in connection with the manufacture, completion, or delivery of the Products.
9. **Force Majeure.** UA reserves the right to reject any shipment of any order of goods from Vendor and shall have no obligation to pay for the rejected shipment in the event that UA's business or operations are interrupted or discontinued in whole or part by acts of God, fire, flood, earthquake, strike, war, civil disorder, government regulation, or any other act or event beyond UA's reasonable control. UA excuses Vendor from nonperformance or delays in delivery caused by acts of God, fire, flood, earthquake, strike, war, civil disorder, government regulation, or any other act or event beyond Vendor's reasonable control, but Vendor agrees delays in delivery are not excused by unexpected difficulty or commercial impracticality of any degree.
10. **Indemnification.** Vendor agrees to protect, defend, indemnify and hold harmless UA, its subsidiaries and affiliates, its customers, and its and their directors, officers, employees, agents, contractors, successors and assigns from and against any and all claims and actions (including those in strict liability), demands, liabilities, losses, costs, expenses (including, without limitation, reasonable professional fees), penalties and fines, including, without limitation, liabilities arising from any actual or alleged injury to or death of any person, damage to any property, and any other damage or loss, by whomsoever suffered, including Vendor's or UA's agents or employees, resulting or claimed to result, directly or indirectly, from: 1) The Products, including UA's purchase, use, shipment, storage, delivery, sale, offering for sale, or other handling of the Products; 2) Non-conforming material, alteration, or foreign matter in any Products; 3) Vendor's actual or alleged breach of any of the representations, warranties, guarantees or other terms and conditions contained herein; and 4) any visit by any agent or representative of Vendor to any place of business of UA in connection with the sale of the Products to UA (e.g., to explain, deliver, inspect, demonstrate, repair or confer as to any such Products or for any other reason). Vendor's duties of defense and indemnification as described above shall not apply if such liability is caused by the sole negligence or willful misconduct of UA or its employees. In addition to the foregoing, if any of the Products purchased or any part thereof is alleged or held to constitute infringement, Vendor, at its own expense, will either: 1) Procure for UA, its successors, assigns, and customers the right to continue using such Products; 2) Replace the Products with non-infringing items; or 3) Only if options 1) and 2) are impracticable, refund the purchase price for the Products and pay all related expenses. Vendor and UA shall notify the other promptly of any action, suit, threat or claim of any kind or nature relating to the Products. Any correspondence from UA's customers in connection with the Products shall constitute admissible legal evidence of the failure, if any, of said Products to meet Vendor's warranties and of any damages resulting to UA. As to any claim made against UA, Vendor expressly waives any immunity from suit or insulation from liability with respect to injuries to Vendor's employees that may be extended to Vendor as a result of any payments made by Vendor to such employees or under any applicable worker's compensation statute or similar law or judicial decision. It is further agreed and affirmed that Vendor will hold harmless UA from and against any claims made by any of Vendor's employees, contractors or representatives working in the course and scope of their employment by Vendor or provision of services to Vendor while at any UA location (the term "location" encompassing UA and all of its affiliates and subsidiaries and their facilities), unless such claim was the sole and proximate result of the gross negligence and/or willful misconduct of UA. Further, UA will be held harmless from any worker's compensation liens incurred from Vendor's insurance carrier, third party administrator or self-administered, self-insured claims program(s). Vendor acknowledges that this provision is a reasonable request from UA and being agreed to by Vendor in order to give Vendor employees, contractors and representatives access to UA locations.
11. **Title and Risk: Shipment.** Unless otherwise indicated on the UA Purchase Order, title and risk of loss with respect to the Products will remain with Vendor until the Products have been delivered to and accepted by UA. A packing slip must accompany each shipment. If no packing slip is sent, the count or weight reported by UA or its agent or consignee will be final and binding upon Vendor with respect to such shipment.
12. **General Provisions.**
- 12.1. **Entire Agreement.** The UA Purchase Order is intended by the parties to be a final, exclusive, complete, and fully integrated expression of their agreement and its terms regarding the subject matter of the UA Purchase Order, such that said documents constitute the entire agreement and understanding between the parties and terminate and supersede any prior oral or written agreements, discussions, or understandings relating to the subject matter hereof. There are no representations, promises, agreements, warranties, covenants or undertakings other than those expressly contained herein or incorporated herein by reference. NO COURSE OF PRIOR DEALINGS BETWEEN THE PARTIES AND NO USAGE OF TRADE SHALL BE RELEVANT TO SUPPLEMENT OR EXPLAIN ANY TERM USED HEREIN. No waiver, release, amendment or modification of any term of, and no addition to this agreement shall bind UA unless set forth in a writing expressly referring to this order, duly executed by UA.
- 12.2. **Assignments.** Vendor shall not delegate any duties nor assign any rights, obligations, or claims hereunder, or for breach thereof, without the prior written consent of UA, which will be in UA's sole discretion. Any such attempted delegation or assignment shall be void.
- 12.3. **Successors and Assigns.** The rights and obligations of this Purchase Order will inure to the benefit of, and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and permitted assigns.

- 12.4. **Non-Waivers.** No action, failure of action or delay by either party will constitute a waiver of any of its rights or remedies. The waiver of a breach of any provision does not constitute a waiver of a subsequent breach of the same or different provision.
- 12.5. **Setoffs and counterclaims.** All claims for monies due or to become due from UA to Vendor shall be subject to deduction by UA for any setoff or counterclaim arising out of this or any other of UA's Purchase Orders with Vendor, whether such setoff or counterclaim arose before or after any such claim is made, and whether arising from the UA Purchase Order or any other transaction. UA has the right to set off and deduct against any such amounts all present and future indebtedness of Vendor to UA (which includes all of its affiliates) and may exercise this right up to three (3) years from the date of the last shipment by Vendor. If Vendor is a subsidiary, parent, or affiliate of any other company, or if a purchase order is consolidated with another, UA shall have the right of setoff for any claims arising hereunder or which UA otherwise obtains against any claim of Vendor or its subsidiary, parent, or affiliated companies or against any consolidated claim.
- 12.6. **No Agency.** Vendor and UA are not, and will not be, joint venturers, partners, agents, servants, or employees or fiduciaries of the other, and do not have the power to bind or obligate the other.
- 12.7. **Applicable Law.** This agreement shall be deemed to have been accepted and signed in the County of Rock, Wisconsin, and shall be governed in all respects by the laws of the United States of America and the laws of the State of Wisconsin, without reference to or application of its conflicts of law provisions.
- 12.8. **Dispute resolution.** In the event of any dispute arising from this agreement, Vendor consents and agrees to *in personam* or personal jurisdiction and venue in the federal and state courts of Rock County, Wisconsin. Vendor expressly waives any objection thereto on the basis of personal jurisdiction or venue. Vendor further agrees that said courts shall constitute the sole and exclusive jurisdiction for the resolution of any dispute between the parties.
- 12.9. **Severability.** If any of the terms of the UA Purchase Order or agreement in which they are incorporated are held to be illegal, invalid, or unenforceable, in whole or in part, then such invalidity or unenforceability shall affect only such clause or provision or part thereof, and such clause or provision or part thereof shall be severed without affecting the remaining terms, which shall remain in full force and effect.
- 12.10. **Survival.** All rights, obligations, and remedies that accrue prior to the termination or expiration hereof shall survive such termination or expiration.

EXHIBIT B - UA Vendor Insurance Requirements

Vendor shall provide UA with a certificate of insurance evidencing the following coverages:

Commercial General Liability	\$1M Each Occurrence \$3M Aggregate \$2M Products-Completed Operations Policy to include coverage for Personal and Advertising Injury
Automobile Liability	\$1M Combined Single Limit
Workers Compensation	Per Statute in Vendor's State(s) of Domicile
Cyber Liability (only required if Vendor's delivery of products or services necessitates Vendor access to UA network)	\$1M Each Occurrence