



Note: This document is referenced in all Purchase Orders issued to Manufacturers/Vendors.

Purchase Order Terms and Conditions

1. Applicability. This purchase order is an offer by Kroll International, LLC (“Kroll International”) for the purchase of the goods specified on the face of this purchase order (the “Goods”) from the party to whom the purchase order is addressed (“Vendor”) in accordance with and subject to these terms and conditions (the “Terms”; together with the terms and conditions on the face of the purchase order, the “Order”). This Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the Order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Order. The Order expressly limits Vendor’s acceptance to the terms of the Order, and any terms or conditions of Vendor that are different or additional to these Terms are expressly rejected by Kroll International. These Terms prevail over any terms or conditions contained in any other documentation and expressly exclude any of Vendor’s general terms and conditions of sale or any other document issued by Vendor in connection with this Order. This Order is not binding on Kroll International until Vendor accepts the Order in writing. If Vendor does not accept the Order in writing within 5 days of Vendor’s receipt of the Order, this Order will lapse and Kroll International may withdraw the Order at any time before it is accepted by Vendor. No change to this Order is binding upon Kroll International unless it is in writing, specifically states that it amends this Order and is signed by an authorized representative of Kroll International.
2. Delivery Date and Location. Vendor shall deliver the Goods in the quantities and on the date(s) specified in this Order or as otherwise agreed in writing by the parties (the “Delivery Date”). If no delivery date is specified, Vendor shall deliver the Goods within 10 days of Vendor’s receipt of the Order. Timely delivery of the Goods is of the essence. All Goods shall be delivered to the address specified in this Order (the “Delivery Location”) during Kroll International’s normal business hours or as otherwise instructed by Kroll International. Kroll International may reject all or any excess Goods. Any such rejected Goods shall be returned to Vendor at Vendor’s risk and expense. If Kroll International does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.
3. Shipping Terms. Unless otherwise provided herein, Delivery shall be made as provided on the Order. Vendor shall give written notice of shipment to Kroll International when the Goods are delivered to a carrier for transportation. Vendor shall provide Kroll International all shipping documents, including the commercial invoice, packing list, bill of lading and any other documents necessary to release the Goods to Kroll International after Vendor delivers the Goods to the transportation carrier. The Order number must appear on all shipping documents, shipping labels, bills of lading, invoices, correspondence and any other documents pertaining to the Order. Title passes to Kroll International upon delivery of the Goods to the Delivery Location. Vendor bears all risk of loss or damage to the Goods until delivery of the Goods to the Delivery Location. All goods shall be packed for shipment according to Kroll International’s instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Vendor must provide Kroll International prior written notice if it requires Kroll International to return any packaging material. Any return of such packaging material shall be made at Vendor’s expense.
4. Inspection and Rejection of Nonconforming Goods. Kroll International has the right to inspect the Goods on or after the Delivery Date, and, at Kroll International’s sole option, may inspect all or a sample

of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Kroll International rejects any portion of the Goods, Kroll International has the right, effective upon written notice to Vendor, to: (a) rescind the Order in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If Kroll International requires replacement of the Goods, Vendor shall, at its expense, promptly replace the nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Vendor fails to timely deliver replacement Goods, Kroll International may replace them with goods from a third party and charge Vendor the cost thereof and terminate this Order for cause. Any inspection or other action by Kroll International under this Section shall not reduce or otherwise affect Vendor's obligations under the Order, and Kroll International shall have the right to conduct further inspections after Vendor has carried out its remedial actions.

5. Price and Payment Terms. The price of the Goods is the price stated in the Order (the "Price"). Unless otherwise expressly specified in the Order, the Price includes all packaging, transportation costs to the Delivery Location, insurance, customs duties and fees and applicable taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Kroll International, and new products and/or pricing must be supplied by Vendor utilizing Kroll International's price file template provided to Vendor. Vendor shall issue an invoice to Kroll International on or any time after the completion of delivery and only in accordance with the Terms. Kroll International shall pay all properly invoiced amounts due to Vendor within 30 days after Kroll International's receipt of such invoice, except for any amounts disputed by Kroll International in good faith. Without prejudice to any other right or remedy it may have, Kroll International reserves the right to set off at any time any amount owing to it by Vendor against any amount payable by Kroll International to Vendor.

6. Warranties. Vendor shall include and attach all product warranties with the Goods. At a minimum, all Goods will: (a) be merchantable; (b) be free and clear of all liens, security interests or other encumbrances; and (c) not infringe or misappropriate any third party's patent or other intellectual property rights.

7. Indemnification. Vendor shall defend, indemnify and hold harmless Kroll International and Kroll International's subsidiaries, affiliates, successors or assigns and respective directors, officers, shareholders and employees and Kroll International's customers (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with the Goods purchased from Vendor, including a recall of the Goods, or Vendor's negligence, willful misconduct or breach of the Terms. Vendor shall, at its expense, defend, indemnify and hold harmless Kroll International and any Indemnitee against any and all Losses arising out of or in connection with any claim that Kroll International's or Indemnitee's use or possession of the Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Vendor enter into any settlement without Kroll International's or Indemnitee's prior written consent. If Vendor or any governmental authority determines that any Goods sold to Kroll International or its Indemnities are defective and a recall campaign is necessary, Vendor shall conduct a recall campaign as to such Goods at Vendor's sole expense, and Vendor shall promptly either repair or replace, or credit or refund all amounts paid for such returned Goods. The foregoing shall apply even if the product warranties for the Goods or any other product warranty applicable to the Goods have expired.

8. Insurance. During the term of the Order and for a period of 12 months thereafter, Vendor shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to,

commercial general liability (including product liability) in a sum no less than \$1,000,000 with financially sound and reputable insurers. Upon Kroll International's request, Vendor shall provide Kroll International with a certificate of insurance from Vendor's insurer evidencing the insurance coverage specified in this Order. The certificate of insurance shall name Kroll International as an additional insured. Vendor shall provide Kroll International with 30 days' advance written notice in the event of a cancellation or material change in Vendor's insurance policy. Except where prohibited by law, Vendor shall require its insurer to waive all rights of subrogation against Kroll International's insurers and Kroll International or the Indemnitees.

9. License. Vendor hereby grants to Kroll International during the term of the Order a non-exclusive license to use Vendor's trademarks, images and corporate branding on or in connection with the promotion, distribution and sale of the Goods under this Order. Vendor shall provide Kroll International with any applicable branding or style book policies. Kroll International shall have the right to grant to any of its authorized dealers or distributors a sublicense of any of its rights in this Section or under this Order.

10. Compliance with Law. Vendor represents and warrants that it is in compliance with and shall comply with all applicable laws, regulations and ordinances. Vendor has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Order.

11. Termination. Kroll International may terminate this Order, in whole or in part, at any time with or without cause for undelivered Goods on 3 days' prior written notice to Vendor. In addition to any remedies that may be provided under these Terms, Kroll International may terminate this Order with immediate effect upon written notice to the Vendor, either before or after the acceptance of the Goods, if Vendor has not performed or complied with any of these Terms, in whole or in part. If the Vendor becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then the Kroll International may terminate this Order upon written notice to Vendor. If Kroll International terminates the Order for any reason, Vendor's sole and exclusive remedy is payment for the Goods received and accepted by Kroll International prior to the termination.

12. MAP Policies. Vendor shall provide Kroll International with any of its minimum advertised pricing ("MAP") policies applicable to the Goods. Kroll International agrees to inform its authorized dealers and distributors of such MAP policies. Kroll International shall in no case be held liable or responsible for any violations of Vendor's MAP policies by its dealers and distributors; provided, that, upon receiving written notice from Vendor (to be director to Kroll International's Director of Sales) of a violation of the Vendor's MAP by a Kroll International authorized dealer or distributor, as to the first offense, Kroll International shall be provided the authorized dealer or distributor with a warning and demand to comply, and as to the second offence, a final written demand to comply, and, as to the third offence, upon request by Vendor, Kroll International shall cease selling the Goods to the offending dealer or distributor.

13. Co-Operative Marketing. Any co-operative, rebate or similar marketing plans offered by Vendor shall be provided to Kroll International's Marketing Department, including any requirements on how to utilize or receive such funds.

14. Governing Law. All matters arising out of or relating to this Order shall be governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Michigan.