



PURCHASE ORDER

JZ 215552

SHIP TO:

Intermatic Juarez
Don Manuel Talamas Camandari
405
Parque Ind. Independencia I
CH MX

VENDOR #: 20075**VENDOR CONTACT:** RMONTEMAYOR/23007**VENDOR:**

INDUSTRIAL ELECTRICA DE JUAREZ
AVE LOPEZ MATEOS #2050
EL ROBLE
CIUDAD JUAREZ
agarcia@indelek.com
CH 32390 MX

BILL TO:

INTERMATIC JUAREZ S DE RL DEC V
12429 Rojas Street
Suite D
El Paso
TX 79928 US

CONTRACT #	
BUYER	Monica Nino

VQUOTE		CURRENCY	SHIP VIA		INCOTERMS	
		MEP				
REQUESTED SHIP DATE:			PO REVISION DATE: 0/00/00		PRINT DATE: 4/27/23	
LINE	QUANTITY DUE DATE	PART OR CODE NO. - DESCRIPTION THIS NUMBER MUST APPEAR ON PACKING SLIP & INVOICE		UNIT PRICE	U/M	AMOUNT TAX
1	10.000	1 1410000000023007		13035.00000	EA	130350.00
	5/10/23	RSX25PR5LED LUMINARIA LED RSX2				.00
2	5.000	1 1410000000023007		13035.00000	EA	65175.00
	5/10/23	RSX2P5R3LED LUMINARIA RSX2 LED				.00
3	5.000	1 1410000000023007		13376.00000	EA	66880.00
	5/10/23	RSX2P6R4LED LUMINARIA RSX2 LED				.00
4	11.000	1 1410000000023007		9652.00000	EA	106172.00
	5/10/23	RSX1P3LED R3 LUMINARIA RSX1 P3C				.00
5	9.000	1 1410000000023007		12692.00000	EA	114228.00
	5/10/23	RSXF2P4WFFED LUMINARIA KLED RS				.00
6	15.000	1 1410000000023007		1596.00000	EA	23940.00
						.00

ILLINOIS RESALE NO. 0186-4769
D & B NO. 00-5214077

Authorized by

1950 Innovation Way, Suite 300, Libertyville, IL 60048



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7	5/10/23 1.000	SOPORT4 PARA LUMINARIAS		98595.00000	EA	98595.00
		1 1410000000023007				.00
	5/10/23	MANO DE OBRA INSTALACION				
		MATERIAL COTIZQACION 1157401 4/27/23				
		Total Tax				.00
		Purchase Order Total				605340.00

		** Bill to Information: **				
		** Intermatic Juarez S de RL CV **				
		** P.O. Box 972210 **				
		** El Paso, Tx 79997-2210 **				
		** **				
		**USMCA Certificate of Origin and Material **				
		Safety Data Sheet are mandatory with shipments				
		** **				
		**Purchase items must conform to the latest **				

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LINE	QUANTITY DUE DATE	PART OR CODE NO. - DESCRIPTION THIS NUMBER MUST APPEAR ON PACKING SLIP & INVOICE			UNIT PRICE	U/M	AMOUNT TAX
		Intermatic print and AQL 0.65 *****					

ILLINOIS RESALE NO. 0186-4769
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Authorized by

Spencer O.

1950 Innovation Way, Suite 300, Libertyville, IL 60048

TERMS AND CONDITIONS OF PURCHASE

1. **AGREEMENT.** The agreement between Buyer and Seller (the "Agreement") for the sale of Goods (the "Goods") or performance of Services (the "Services") shall consist of all terms appearing herein and on the other side hereof and any written documents which may be specifically incorporated by reference herein, together with any additions or revisions of such terms mutually agreed to in writing by Buyer and Seller. The Agreement constitutes the full and final agreement between the parties and supersedes all previous communications either oral or written. Acceptance of this order, including all terms and conditions hereof, shall occur, among other ways, upon the happening of any of the following events: (i) receipt by Buyer of an acknowledgement of this order; (ii) receipt by Buyer of notification from Seller that Seller has commenced performance hereunder; or (iii) shipment of any of the Goods or performance of any of the Services. Buyer expressly limits acceptance to the exact terms of this offer. Buyer objects to and shall not be bound by any additional, inconsistent or different terms appearing in Seller's quotation, proposal, acknowledgement, invoice, or other forms or communications from Seller, and no reference thereto shall be deemed to incorporate any term thereof except as expressly provided on the face hereof. Oral agreements not reduced to a writing signed by Buyer, to the extent they modify, add to, or detract from the Agreement, shall not be binding on Buyer.

2. **PRICE.** If no prices are specified in this order, the Goods or Services shall be billed at the prices last quoted to Buyer by Seller or at the prevailing market price, whichever is lower. Prices shown on the face hereof shall not be subject to increase without the written consent of Buyer. If Seller's price for any of the Goods or Services is decreased, such lower price will apply to all such Goods or Services shipped or performed after the date of the price decrease. The period for cash discount shall extend from the date of receipt of Goods and Services fully conforming to the agreement of the date of receipt of correct invoice by the Buyer, whichever is later. Unless otherwise provided in the Agreement, delivery is Delivered at Place (DAP) Buyer's Distribution and Manufacturing facility in El Paso, Texas, or such other place specified by Buyer. Prices include all costs and charges for packing, crating, wrapping, and all other expenses of Seller's performance of the Agreement.

3. **TAXES.** Unless otherwise provided in the Agreement, Seller shall hold buyer harmless from the assessment or imposition of an excise, use, or other tax (however designated) upon the production, sale, delivery or use of the goods or Services, to the extent such assessments or Impositions are required or not forbidden by law to be borne by Seller.

4. **DELIVERY.** Time is of the essence to the Agreement. Seller shall not deliver any of the Goods or perform any of the Services except at the times, dates, and in the manner indicated on the face hereof and in accordance with all terms of the Agreement. In the absence of designated times for delivery or performance, Seller shall deliver or perform in accordance with such subsequent directions given by Buyer or otherwise as expeditiously as possible. Failure of Seller to deliver or perform in accordance with times, dates, and in a manner indicated herein, shall constitute a material breach of the Agreement. Goods delivered or services sought to be performed more than five (5) days prior to the scheduled delivery date or time of performance may be refused, without prejudice to Buyer's right to expect delivery or performance at the times, dates and in the manner indicated on the face hereof.

5. **RISK OF LOSS.** Seller assumes all risk of loss of Goods until Buyer actually receives Goods fully conforming to the Agreement.

6. **QUANTITY.** Unless otherwise agreed to in writing by Buyer, or unless otherwise indicated on the face hereof, deliveries of Goods must be within plus or minus five percent of the quantities stated on the face hereof. If Seller ships or delivers a quantity of Goods outside of the five percent quantity range or such otherwise agreed-to quantity for such shipment, Buyer shall have the right at its election to reject the shipment in its entirety or to accept any part thereof and reject the remainder or to accept the entire shipment. In no event shall Buyer be responsible for any additional shipping or transportation charges resulting from shipments by Seller in other than prescribed quantities or from partial shipments.

7. **CHANGES.** By written order to Seller, Buyer shall have the right to issue additional instructions and to make changes in the terms of the Agreement, including but not limited to the following: (i) drawings, designs, or specifications; (ii) method of shipment or packing; (iii) time and destination of deliveries; and (iv) quantities ordered. If any such change results in an increase or decrease in the cost or performance by Seller, the parties shall agree in writing upon an equitable adjustment in the purchase price based on any additional out-of-pocket expenses. Seller shall perform in accordance with the change pending agreement upon any equitable adjustment. Any claim by Seller for equitable adjustment shall be asserted in writing to Buyer within 15 days after receipt by Seller of notification of change. Nothing contained in this paragraph shall relieve Seller from proceeding without delay in the performance of the Agreement as changed.

8. **WARRANTIES.** In addition to Seller's customary warranties and any other warranties contained herein or implied in fact or by law, Seller warrants, unless otherwise agreed to in writing, that the Goods delivered and Services performed shall: (i) conform to all specifications, drawings, samples, industry standards or other descriptions furnished or specified by Buyer; and (ii) be merchantable, fit for the particular purpose for which they are intended, of high quality and free from any defects in design material, workmanship, and title. All Warranties shall survive inspection, acceptance, use, and payment and shall be for the benefit of Buyer and its successors, assigns and customers.

9. **COMPLIANCE WITH LAW.** Seller shall comply with all applicable laws, rules, regulations and safety standards of governmental authorities with respect to the production, sale and delivery of Goods and the performance of Services.

10. **PATENTS, ETC.** Seller warrants that the Goods shall be free of the rightful claim of any third person by way of infringement of any U.S. or foreign letters patent, copyright, or trademarks, or of any other proprietary information or know how. Seller agrees to indemnify and hold harmless Buyer and Buyer's successors, assigns and customers from all costs, losses, royalties, expenses (including reasonable attorneys fees) and awards Buyer incurred in connection with any claim, demand or suit based on alleged infringement of any patent, copyright, trademark or any other proprietary information by reason of Buyer's purchase or use of the Goods or Services.

11. **DIES, TOOLS, PATTERNS, EQUIPMENT, ETC.** Unless otherwise herein agreed, Seller at its own expense shall furnish, keep in good condition, and replace when necessary all dies, tools, molds, gauges, patterns, jigs, fixtures, materials, and other supplies, equipment and materials necessary for performance under the Agreement. Any of the above items which are furnished or paid for by Buyer shall be and remain the property of Buyer, shall be removable by Buyer at any time, shall be held at

Seller's risk, upon recall by Buyer shall be packaged at Seller's expense for shipment to Buyer in accordance with Buyer's instructions. Seller agrees that it will preserve, maintain, and keep the said items in good condition, properly identified and segregated, and Seller will replace said items when necessary. All such items shall be fully insured by Seller at Seller's expense for any and all losses, and Seller shall be responsible to Buyer for any such loss. Seller shall not correct, modify or alter in any way any such items which are provided by or paid for by Buyer, without Buyer's written approval. Seller expressly agrees that it will not use any of said items in the production, manufacture, or design of any articles, materials or goods for anyone else without first obtaining Buyer's written consent. Upon termination of the Agreement, said items shall be returned to Buyer upon request at Seller's expense.

12. **ON-SITE LIABILITY.** If Seller is to perform on-site Services under the Agreement, Seller agrees to take all precautions necessary, special or otherwise, and shall be responsible for the safety of the work, maintain Workmen's Compensation Insurance in accordance with applicable law, and shall furnish evidence thereof to Buyer before commencement of such Service. All work shall be done at Seller's risk, and all damage to any work, property or person of Buyer, its employees, Seller or its employees, or others, shall be insured against. Seller agrees to indemnify and hold Buyer harmless to the extent permitted by law against every claim, liability, or demand (including investigation or litigation expenses, legal fees, costs, or other charges incident thereto) in connection with Seller's work in performance of this order or related orders or other work for Buyer, whether caused by, or resulting from Seller's or Buyer's acts or negligence or the act of negligence of Seller's or Buyer's employees.

13. **QUALITY, INSPECTION, REJECTION.** Notwithstanding any prior payment, whether to obtain a discount or otherwise all Goods shipped to Buyer shall be subject to Buyer's inspection with a 30-day period following receipt thereof. All Goods which do not exactly conform to the Agreement may be rejected by Buyer without prejudice to any other rights Buyer may have by reason of such failure to conform. Goods so rejected at the option of Buyer shall be returned to Seller at Seller's expense and risk or held at Seller's expense and risk for Seller's instructions. Rejection or acceptance of a portion of the Goods shall not preclude subsequent rejection or acceptance of the remainder, in whole or in part. Any inspection of Goods or Services by Buyer shall not constitute a waiver or acceptance as to any defects therein or breaches by Seller. Seller shall reimburse Buyer for all expenses incurred in unpacking, inspecting, repackaging, storing, and reshipping any Goods so rejected. Upon receiving rejected Goods, or receiving notice from Buyer that Goods have been rejected, Seller shall inform Buyer in writing as to (i) the cause of the defect, (ii) the action if any, which Seller may take to correct the defect, and (iii) the length of time that it will take to correct the defect and replace the Goods. Notwithstanding the foregoing, no replacement of Goods so rejected shall be made by Seller except upon written order of Buyer. Replacement of rejected Goods by a third-party supplier will not relieve Seller's responsibility to perform the remainder of its obligations under the Agreement.

14. **BREACH.** In addition to, and not in lieu of other remedies which Buyer may have under the Agreement or under applicable law for a breach by Seller, (i) Buyer may cancel the Agreement without penalty and purchase commercially similar goods or services, and Seller shall pay to Buyer the excess of the cost of such goods or services over the purchase price herein provided, and (ii) Buyer may deduct its damages from any invoice or other amount due Seller irrespective of its origin. Payment by Buyer, even if such payment shall have been accepted by Seller, shall not be a waiver of Buyer's rights to recover against Seller any other amounts, damages or losses occasioned by Seller's breach.

15. **INDEMNIFICATION.** To the extent not prohibited by applicable law, Seller shall indemnify, defend and hold Buyer harmless against all losses, liabilities, damages, costs, and expenses (including attorney's fees) arising out of any third-party complaints, claims or legal actions alleging damage or injury in connection with the Goods or Services or alleging any claim or, or statement of facts that would constitute a breach of this Agreement by Seller.

16. **TERMINATION.** Buyer reserves the right to terminate the Agreement with respect to any Goods not then delivered or Services not then performed. If such shall be for other than breach of the Agreement by Seller, Seller shall be entitled to be reimbursed for the cost incurred as a result of such termination as may be agreed upon between Buyer and Seller, but in no event to exceed the lesser of the purchase price applicable to such terminated Goods or Services or the labor, material and manufacturing overhead costs actually incurred by Seller through the date of termination in the production of the Goods or performance of the Services, in each case less the reasonable resale or salvage value of materials, work in process and finished goods. Notwithstanding the foregoing, Buyer shall not be liable for any termination charges if the Goods are standard or stock items of Seller. In the event of or termination of the Agreement, Buyer shall not be liable for, and Seller shall not be entitled to recover any lost profits applicable to the remainder of the contract. Any claim by Seller for reimbursement for termination costs shall be asserted in writing within 15 days after receipt by Seller of notice of or termination.

17. **CONFIDENTIALITY.** Seller shall treat as confidential, and cause its employees to treat as confidential, all specifications, drawings, samples and other materials and information furnished hereunder by Buyer to Seller, and Seller shall reveal the same to its own employees only to the extent necessary for the production of the Goods or the performance of the Services. Buyer shall retain title at all times to such specifications, drawings, samples and other materials, all of which, including copies thereof, shall be returned promptly to Buyer upon request or upon termination of the Agreement.

18. **SET-OFF.** Upon notice to Seller, Buyer may deduct damages for breach of warranty or any other provisions of this Agreement and any counterclaim from the amount shown as due Seller on any invoice, even if the deduction and the invoice are unrelated to the same sale or series of sales.

19. **WAIVER.** Buyer's failure to insist on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege or Buyer's waiver of any breach hereunder shall not thereafter waive any other terms, conditions, or privileges, whether of the same, similar, or different type.

20. **STATUTE OF LIMITATIONS.** Seller must commence any action resulting from any alleged breach by Buyer with respect to the Goods or Services hereunder within one year after the cause of action has accrued.

21. **ASSIGNMENT.** Assignment of the Agreement or any part thereof by Seller without the prior written consent of Buyer shall be void.

22. **GOVERNING LAW.** The formation, performance and interpretation of the Agreement shall be governed by the Illinois Uniform Commercial Code.

23. **CONFLICT MINERALS.** All Interatomic suppliers must be Democratic Republic of Congo or adjoining countries (DRC) conflict free and source from smelters validated as compliant to a Conflict Free Smelters and Refineries Smelter List. Interatomic will stop sourcing from any supplier who demonstrates no interest of adhering to this mandate.