

PURCHASE TERMS & CONDITIONS



01. **INVOICES.** Each shipment must be covered by a separate INVOICE IN DUPLICATE. As a minimum requirement, all invoices must include date, Purchase Order number, HARDY PROCESS SOLUTIONS part number, quantity, price, any applicable prepaid freight charges and any applicable taxes and/or duties.
02. **PACKING.** Each package must contain a packing slip that details the contents of the shipment. All contents within the carton that are boxed and, or bagged must be individually labeled with the HARDY PROCESS SOLUTIONS part number as a minimum.
03. **DELIVERY INFORMATION.** Your acknowledgment must provide a firm delivery date and confirmation that you will use our method of shipment.
01. **GOVERNMENT CONTRACT.** If the goods covered by this order are in pursuance of fulfilling a contract with the U.S. Government, the provisions under "Government Contracts" shall apply.
02. **CONTROLLING LAW.** Except as modified herein, the provisions of the Uniform Commercial Code of the State of Texas shall govern all transactions.
03. **EXTRA CHARGES, TAXES.** No additional charges of any kind, including charges for installation and other service charges, boxing, packing, cartage or other extras will be allowed unless specifically agreed to in writing by Buyer. Prices stated include all applicable taxes and duties, and Seller assumes exclusive responsibility for payment or remittance of the same.
04. **PAYMENT.** Unless otherwise agreed, Seller shall allow net 60 days for payment unless 1% or greater discount is given. No C.O.D. orders or drafts on Buyer shall be accepted or honored by Buyer.
05. **RISK OF LOSS.** All risk of loss and/or damage shall remain with Seller while goods are in transit and until physically delivered to Buyer's plant.
06. **WARRANTIES.** Seller acknowledges that Buyer is relying on Seller's skill and judgment in providing proper goods and applicable services for Buyer's particular use. Seller warrants that all goods and services to be furnished hereunder will be of good quality and free from defects in design, materials, workmanship and title; will conform to the specifications, including drawings, samples, and other descriptions furnished by Buyer; will be merchantable and fit for the use intended by Buyer; and will comply with any and all applicable federal, state, and local laws, regulations, rules, and orders. Seller at all times shall indemnify and hold harmless Buyer from and against any and all loss, liability, expense (including, without limitation, court costs and attorneys' fees), damage, or claim arising from personal injury (including death at any time resulting therefrom) or property damage occurring as a result of or in connection with the breach of any warranty made by Seller hereunder or otherwise in connection with the use or operation of the goods furnished hereby, except to the extent that such injury or damage is the result of the willful malfeasance of Buyer.
07. **PATENT INFRINGEMENT.** Seller agrees to indemnify and hold harmless Buyer, its customers and users of its products, from and against all suits, claims and demands and costs and expenses thereof (including, without limitation, court costs and attorneys' fees), for actual or alleged infringement of any patent, copyright, or trademark rights, or trade secrets by reason of Buyer's purchase, use or resale of the goods ordered. Buyer shall promptly notify Seller of any patent infringement claim and upon Buyer's request Seller will, at Seller's sole expense, defend such claim.
08. **PRICES.** No price increase by Seller shall be effective unless agreed to in advance by Buyer in writing. All releases issued pursuant to blanket orders shall be deemed to be at the price last quoted to Buyer. If Seller shall at any time sell the goods to another purchaser for a lesser price, Seller agrees to reduce its price to Buyer correspondingly.
09. **DELAYS.** Time is of the essence and Seller shall immediately notify Buyer of any anticipated delay in shipment. If Buyer shall be unable to accept delivery due to causes beyond Buyer's reasonable control, Buyer may extend delivery date for 60 days or less by giving notice to Seller.
10. **INSPECTION AND TESTING.** All goods purchased hereunder are subject to inspection and testing by Buyer at any time, notwithstanding any prior payment, inspection, or testing without limiting any other rights available to Buyer. Buyer may at its option require Seller (I) promptly to repair or replace, at Seller's expense, any or all rejected goods, or (II) to refund the price of any and all rejected goods. All such rejected

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goods will be held for Seller's instructions and at Seller's risk. All expenses incurred by Buyer in handling, storing, and returning defective or nonconforming goods shall be paid by Seller, Seller's shipment of any defective or nonconforming goods shall entitle Buyer to terminate the balance of that particular Order.

11. **CHANGES.** Buyer may at any time change any drawings, specifications, delivery requirements, or quantities pertaining to Orders. If such changes affect Seller's costs, Buyer will make an equitable adjustment with Seller. Seller shall not make commitments for materials or production in excess of that necessary to meet Buyer's authorized releases, and Seller is authorized to manufacture only up to the quantities shown in such releases.
12. **CANCELLATION.** In addition to any other remedies available to Buyer, Buyer shall be entitled to cancel Orders for cause and without any liability or obligation on Buyer's part if (I) Seller fails to deliver conforming goods as and when required hereunder, (II) Seller fails to perform or observe any other obligation, requirement or condition hereunder, (III) Seller breaches any warranty or representation made on Orders, or (IV) Seller dissolves or terminates its existence, or suspends or discontinues its normal business operations, or Seller becomes insolvent, or an appointment is made for a receiver, trustee, or custodian for any substantial portion of the assets or Seller makes an assignment for the benefit of its creditors, or any proceedings are commenced by or against Seller under any bankruptcy, reorganization, or similar insolvency laws. If Buyer shall cancel without cause, any cancellation charges arising therefrom shall be separately negotiated and shall not include any cost incurred by Seller contrary to the terms hereof. Any such charges shall in any event be limited to the cost of any work in process, and shall not include any tooling or general purpose equipment unless such items have been specifically ordered and separately priced in this Order.
13. **BUYER'S PROPERTY.** All tools, patterns, specifications, drawings, designs or other property furnished or paid for by Buyer for Seller's use in filling Orders shall remain the property of Buyer, and the Seller shall not use the same in connection with any other customer's work. Seller shall be responsible for all such property and shall protect Buyer against any loss of or damage to such property by fire or other casualty through insurance coverage with limits and on terms and conditions satisfactory to Buyer. Seller shall be responsible for and safeguard all secret, confidential or restricted matters disclosed by Buyer to Seller.
14. **APPROVAL.** Seller shall not assign contracts or publicize the making hereof without the prior written consent of Buyer.
15. **SUPPLIES, REPAIR PARTS.** Seller shall furnish all necessary gauges and/or fixtures required to execute this Order. If the goods purchased constitute components used in Buyer's products, Seller shall make such goods available to purchase for a period of five years after they are discontinued on current models produced by Buyer, and for an additional period of three years, repair or replace such goods as are returned by Buyer.
16. **REMEDIES.** The remedies provided herein to Buyer are cumulative and in addition to any remedies at law. Failure or forbearance of Buyer to exercise any rights or remedies provided under Orders or by applicable law shall not affect or release the liability of Seller and shall not constitute a waiver of any such rights or remedies, nor shall any single or partial exercise of any power or right hereunder preclude any other or further exercise thereof or the exercise of any other power or right.
17. **MISCELLANEOUS.** The various provisions of all Orders are severable, and any determination of invalidity or unenforceability of any one provision hereof shall have no bearing on the continuing force and effect of the remaining provisions hereof. All Orders and the terms and conditions contained herein constitute the entire understanding of the parties with respect to the purchase and sale of the goods, and any prior agreements, with respect thereto, whether written or oral, are superseded hereby. All Orders shall be binding on the parties and their respective successors and any permitted assigns.
18. **SERVICES.** For all Orders for services, the preceding paragraphs 9, 11, 15, 17, and 19-25 apply (except where they are modified by the following paragraphs), as well as the following paragraphs. Use of the word "Goods" in the specified preceding paragraphs also mean "Services" except as noted or modified in paragraphs 26-35.
19. **ACCEPTANCE.** All Purchase Orders constitute an offer to buy services on the express terms and conditions set forth, and it is not an acceptance of any offer made by Seller nor a confirmation. Acceptance by Seller is limited to the terms hereof. No additional, different or conflicting provisions proposed by Seller are acceptable to Buyer and are hereby specifically rejected, Buyer being unwilling to purchase services on any terms conflicting with, limiting or modifying the terms hereof. This offer shall be deemed accepted by Seller at the earlier of (I) Seller commencing performance of the services described on the face hereof (the term

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"Services" to include such services and any materials, parts or equipment necessary for the performance of such services), or (II) Seller forwarding written acknowledgement of acceptance to Buyer.

20. **CONTRACT TERMS.** The terms set forth herein and applied to all Purchase Orders together with such plans, specifications or other documents as are specifically incorporated herein by reference on the face of Purchase Orders, constitute the entire Order and are intended by the parties as a final expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in Orders. All modifications must be in writing and signed by both parties. In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.
21. **WARRANTY.** Seller warrants that all services will be timely and diligently performed in conformity with the specifications, instructions, drawings or samples furnished by Buyer and that all material, procedures and equipment used in connection therewith shall be free from defects and fit for the purposes expressed in all Orders. Professional services provided by Seller, if applicable, will be performed, findings obtained, and recommendations prepared in accordance with generally accepted engineering principles and practices.
22. **INDEMNITY.** (a) Seller, its successors and assigns, hereby indemnifies and agrees to hold harmless the Buyer, its officers, agents and employees, from and against any and all losses, damages, liabilities, claims or injury, including reasonable attorney's fees, sustained by Buyer or any other person or entity arising out of or in any manner connected with the failure by Seller to perform fully or properly its obligations hereunder, breach of any warranty, and including any losses, damages, injuries or claims whether to persons or property arising out of acts or omissions of Seller's officers, agents, including but not limited to all subcontractors hired by Seller in the event that Seller is acting as a general contractor for the provision of services purchased by Buyer, and employees who enter Buyer's premises to perform any services. These indemnities shall further cover all such losses, damages, claims, liabilities or injuries (including attorney's fees) however caused or occasioned and whether or not claimed or determined to be caused, in part, by acts or omissions of negligence by Buyer, its officers, agents and employees. (b) Seller shall maintain insurance coverage listed below at levels no less than \$1,000,000 unless lower levels are agreed to by Buyer at the time Purchase Orders are accepted. Upon Buyer's request Seller shall promptly provide Buyer with certificates of insurance showing such coverage.

Commercial General Liability (including Products and Completed Operations and Contractual Liability coverage) Automobile Liability Professional Errors and Omissions (if applicable) (c) If Seller's employees shall have cause to enter onto Buyer's premises in order to perform Seller's obligations set out in this Purchase Order, Seller shall provide Buyer, prior to such entry, with a certificate of insurance showing that Seller has Workers' Compensation Liability coverage in amounts equal to or greater than the statutory amounts unless specifically exempted by statute. (d) All certificates of insurance requested by Buyer from Seller shall provide that the Buyer will be given 30 days' notice if the described policies are modified or cancelled before the expiration date stated on the certificate.
23. **TERMINATION.** Buyer shall have the right to terminate any Order in whole or in part by written or electronic notice whenever it deems such action to be in its best interest. Upon termination, all obligations of either party not fully performed shall terminate, but any right based on prior breach or performance shall survive in the event of any termination by Buyer other than for default of Seller. Seller shall be entitled to payment only for those services which have been completed. This remedy shall be exclusive. ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE EXPRESSLY EXCLUDED. Seller shall inform Buyer of any proposed major change in design, material or process relating to the performance of services prior to implementation of such changes. Supporting data, if any, shall be sent to Buyer for evaluation, Buyer's written approval of such proposed change must be obtained by Seller prior to Seller's implementation thereof.
24. **INSPECTION AND ACCEPTANCE.** Buyer shall have ten (10) days after actual completion of services in which to review work performed prior to Buyer's acceptance thereof. Failure of Buyer to inspect the completion of services shall not impair or constitute a waiver of any of the Buyer's remedies hereunder or under applicable law.
25. **INDEPENDENT CONTRACTOR.** Seller and Buyer acknowledge that in performing services pursuant to all Orders, Seller, its agents, including but not limited to subcontractors in the event that Seller is acting as a general contractor for the provision of services purchased by Buyer, and employees, are independent contractors and none of them is or shall be deemed an employee or agent of Buyer.

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Note: Seller is acting as general contractor for all projects. Seller and all of its employees, officers, and agents, including but not limited to subcontractors employed by Seller for the provision of the services purchased by Buyer, are subject to the terms and conditions herein.

26. **SELLER'S COMPLIANCE WITH APPLICABLE LAWS.** Seller, in by acceptance of Orders certifies that it presently complies with all applicable federal, state and local laws, regulations, rules and ordinances, including, without limitation, the Fair Labor Standards Act of 1938, as amended, and the Occupational Safety and Health Act of 1970, as amended, and that the Services to be supplied hereunder comply with the Occupational Safety and Health Act of 1970. Seller shall, upon request, furnish Buyer a certificate as to the Warranties set forth in this Paragraph.
27. **AFFIRMATIVE ACTION.** HARDY PROCESS SOLUTIONS has a policy of Affirmative Action to ensure equal opportunity without regard to race, color, national origin, sex, religion, handicap, or status as a disabled or Vietnam veteran.
28. **CONFLICT MINERALS.** HARDY PROCESS SOLUTIONS is committed to being or becoming Democratic Republic of the Congo ("DRC") conflict free in the procurement of certain materials used in its products. HARDY PROCESS SOLUTIONS has reporting obligations through its publically traded parent company to disclose whether products it manufactures contain certain "conflict minerals" (cassiterite, wolframite, columbite-tantalite, gold or derivatives) originating from the DRC or an adjoining country. Supplier agrees to adopt and implement policies, due diligence frameworks, and management systems to ensure that minerals used in any goods supplied to Buyer are conflict-free. Additionally, Supplier agrees to timely provide, upon HARDY PROCESS SOLUTIONS's request and in a requested format, certain data concerning its supply chain that may be needed for applicable reporting obligations.

GOVERNMENT CONTRACTS

If Purchase Orders cover articles or services for Buyer's use in the performance of any contract or subcontract under which the United States Government or agency thereof is the principal contractor, the following terms shall apply.

29. Seller agrees by acceptance of Purchase Orders that the same shall be subject to all of the provisions of the Renegotiation Act of 1951 and regulations adopted thereunder, to the same extent as is set forth in detail herein, including all provisions and regulations with respect to the elimination of excessive profits through negotiation. Any subcontracts issued by Seller to which said Renegotiation Act may apply shall also be made expressly subject thereto.
30. If the Government should terminate the contract work, Buyer reserves the right to cancel Order by written notice to Seller. All claims and demands of Seller arising from such cancellation shall be adjusted and paid upon the same terms, conditions and settlements as the claims and demands of Buyer are adjusted and paid by the Government following such termination.
31. Seller shall comply with all applicable Government laws and regulations relating to non-discriminatory hiring, wage rates and other subjects pertinent to Seller's subcontract goods or services, including but not limited to Executive Order 11246, The Vietnam Era Veterans Readjustment Act of 1974, The Rehabilitation Act of 1973, and all terms and regulations associated with such acts. By entering into the Purchase Order or subcontract, the Subcontractor, Seller or Supplier certifies that he maintains no segregated employee facilities as provided in 41 C.F.R. Section 60-1.8. Seller shall provide evidence of compliance upon request.
32. All materials and workmanship used in the performance of Orders shall be subject to inspection, test and approval of the Government and/or Buyer at all times during manufacture.
33. Seller agrees that the Comptroller General of the United States shall, until the expiration of three years after final payment under the prime contract with the Government, have access to and the right to examine any pertinent books, papers and records of Seller invoicing the performance of or transactions relating to this Order.

34. PCBA, 0535-0573-xx-x

Ex Critical Component Procurement Requirements

Sub-Contractor to comply with ISO/IEC 80079-3 , Edition 1.0. 2011-04, International Standard Explosive atmospheres-Part 34: Application of quality systems for equipment manufacturer.

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Critical Components Table 1

PART NUMBER	ITEM	Description
0534-0573-01-0	PWB	Load Cell summing
2140-0136-07-0	Conn	7P 1R Header, Vertical 3.5MM SP, Green (ROHS Compliant)
2140-0136-09-0	Conn	9P 1R Header, Vertical 3.5MM SP, Green (ROHS Compliant)
2140-0137-07-0	Plug	7P 1R Horizontal wire entry facing key side 3.5MM SP, Green (ROHS Compliant)
2140-0137-09-0	Plug	9P 1R Horizontal wire entry facing key side 3.5MM SP, Green (ROHS Compliant)

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- o Hardy's PCBA Sub-Contractor PCBA is required to flow down the Ex requirements on all POs for critical components listed in Table 1 above 1.
- o Agency controlled critical component
 - o No changes can be made without Hardy's written approval
- A signed Declaration of Conformity to accompany each critical component.

The Declaration of Conformity must include

- Manufacturers name, address and phone number
- PO number, line item, part number. revision , part description,
- quantity shipped, date codes, serial numbers, lot and or date codes,
- (if applicable)
- A statement that all parts were built and certified to meet the drawing and PO requirements
- Signature and title of authorized signed

Sub-Contractor must store the documentation for the procured components for 10 years; the documentation must be legible and easily retrievable.

34.1 PCBA, 0535-0573-xx-x, PCBA
Ex Critical Component Procurement Requirements in #34 are inclusive

Sub-Contractor to verify components listed in #34 ,Table 1 for Ex i, intrinsic safety per Annex A, A.4 to A.4.2.2 Reference ISO/IEC 80079-34, objective evidence will be stored for 10 years and must be legible and easily retrievable.

34.2 PCBA Ex build requirement, 34.1 and 34.2 are inclusive

Critical Component Table 2

PART NUMBER	ITEM	Description
0535-0573-xx-x	PCBA	Top Assembly-PCBA

- o 0535-0573-xx-x is an Agency controlled critical component
- o No changes can be made without Hardy's written approval
- Sub-contractor to submit a Declaration of Conformity with each shipment to Hardy.

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The Declaration of Conformity must include

- Manufacturers name, address and phone number
- PO number, line item, part number. revision , part description,
- quantity shipped, date codes, serial numbers, lot and or date codes,
- (if applicable)
- A statement that all parts were built and certified to meet the drawing and PO requirements
- Signature and title of authorized signer

Sub-Contractor required to store all documentation and build history for the procured components and build history for 10 years, the documentation must be legible and easily retrievable.

- a. Hardy will perform Annual Ex audit to ISO/IEC 80079-34 at Sub-Contractors facility.

35. Model Serial Number Label Ex- Supplier Requirements

0530-0860-01-0 through 0530-0860-04-0

0530-0861-01-0 through 0530-0861-04-0

These are agency controlled critical components as defined by our product certification to ISO/IEC 80079-3 International Standard Explosive atmospheres-Part 34: Application of quality systems for equipment manufacturer.

- o The part numbers listed above are Agency Controlled
 - o No changes with-out Hardy written approval. Verbal approvals are not acceptable.
 - o Hardy will provide serial number ranges for each part number ordered.
 - o The serial numbers must be stacked with the highest serial number on the bottom and the lowest on top.
 - o Each part number must be bagged and tagged with the Part number, revision, qty and serial number range.
- A signed Declaration of Conformity is required for each PO line item
- The Declaration of Conformity must include
- Manufacturers name, address and phone number
 - PO number, line item, part number. revision , part description,
 - quantity shipped, date codes, serial numbers, lot and or date codes,
 - (if applicable)
 - A statement that all parts were built and certified to meet the drawing and PO requirements
 - Signature and title of authorized signer
 - Annual Ex Audit may be performed by Hardy personnel at the Suppliers facility.

Build history must be stored for 10 years and must be easily retrievable.

Hardy may perform Annual Ex audit to ISO/IEC 80079-34 at Manufacturers facility.

36. ENCLOSURE REWORK, JUNCTION BOX, SS, W/O AUXILIARY PORT

Supplier Requirements

P/N 508-0836-xx

These are agency controlled components as defined by our product certification to ISO/IEC 80079-3 International Standard Explosive atmospheres-Part 34: Application of quality systems for equipment manufacturer.

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Agency Controlled Ex product -No changes with-out Hardy written approval. Verbal approvals are not acceptable.

Enclosures need to be serialized, no duplicates

Enclosure Gaskets to meet the criteria of Hardy QAF 1113, attached at the end of this document.

- A signed Declaration of Conformity is required for each PO line item

The Declaration of Conformity must include

- Manufacturers name, address and phone number
- PO number, line item, part number. revision , part description,
- quantity shipped, date codes, serial numbers, lot and or date codes,
- (if applicable)
- A statement that all parts were built and certified to meet the drawing and PO requirements
- Signature and title of authorized signer
- Annual Ex Audit may be performed by Hardy personnel at the Suppliers facility.

Build history must be stored for 10 years and must be easily retrievable.

Hardy may perform Annual Ex audit to ISO/IEC 80079-34 at Manufacturers facility.

Enclosure/ Gasket Inspection Criteria

0508-0836-xx and 508-0900-xx Electrical Sales

Fig. 1 of 2

Preferred:

The parameter of the gasket is smooth and continuous.



Acceptable:

The parameter of the gasket is smooth and continuous except for small shallow isolated area of material missing. There is not any gasket residue on the enclosure surface.



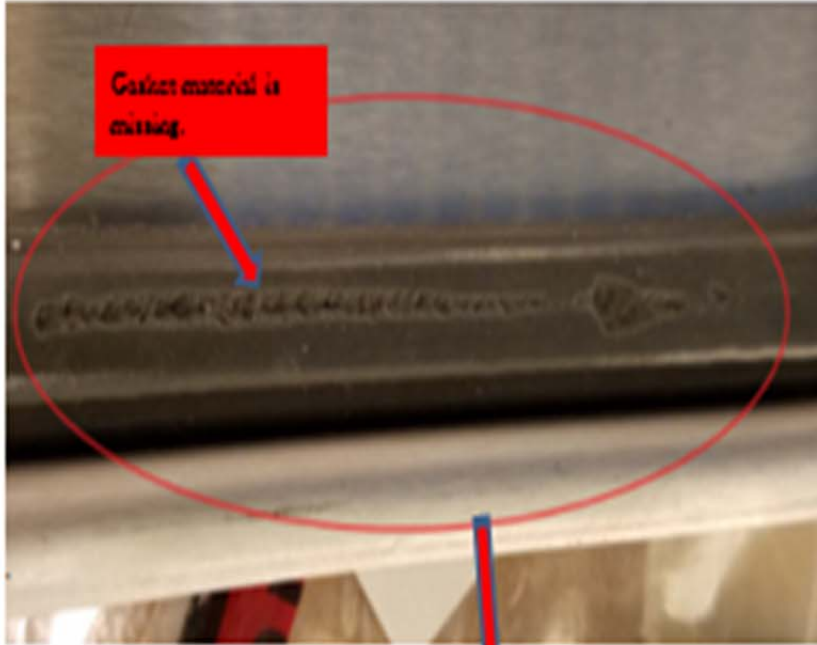
QAF 1113 Rev. A
3-31-17 DL

Enclosure/ Gasket Inspection Criteria

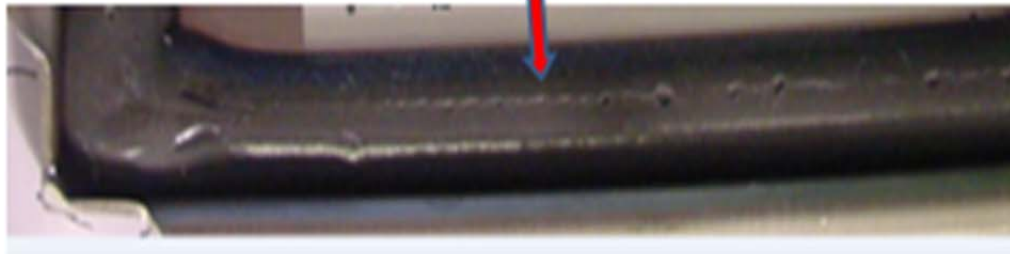
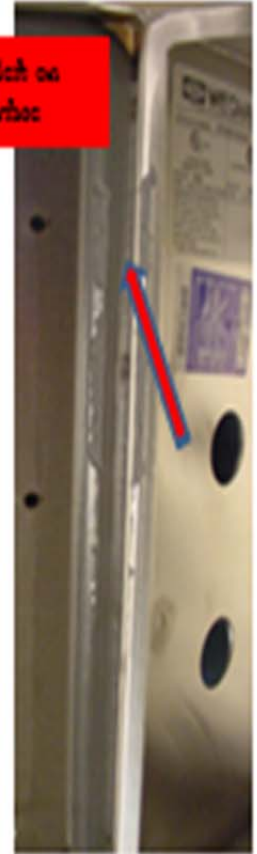
0508-0836-xx and 508-0900-xx Electrical Sales

7/2/17

Not Acceptable:



Gasket material left on the enclosure surface



OSP 1118 Rev. 2
8-10-17 DL