



GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDERS

1. PURCHASE AND SALE OFFER

The general terms and conditions stated herein (the "Terms") shall apply to any purchase orders or scheduling agreements (collectively, "Purchase Orders") issued by OSM Group or its subsidiary or affiliate ("Buyer") that incorporate the Terms by reference or are accompanied by an attachment containing the Terms. A Purchase Order together with the Terms collectively constitutes only Buyer's offer to enter into a purchase and sale transaction for products or services with the party named on the Purchase Order ("Seller") and on the terms stated herein and in the Purchase Order. Buyer may revoke, amend, or modify the offer at any time prior to Seller's acceptance. If Buyer and Seller have separately executed a written agreement governing the purchase of products or services by means of a Purchase Order (hereafter, a "Purchase Agreement"), then the terms of such separate Purchase Agreement shall additionally apply to such offer. In the event of a conflict between the Terms and a Purchase Agreement, the Purchase Agreement shall supersede.

2. ACCEPTANCE

Only the following acts (collectively, "Acceptance Conditions") shall constitute Seller's acceptance of a Purchase Order: (a) Seller's execution and return of the Purchase Order, (b) Seller's commencement of performance pursuant to the Purchase Order, (c) Seller's shipment of any products or delivery of any services ordered in the Purchase Order, (d) Seller's acceptance of any payment by Buyer made pursuant to the Purchase Order, or (e) 24 working hours after Buyer has sent the order to the Seller. Acceptance of the Purchase Order is expressly conditioned upon Seller's automatic acceptance of these Terms.

3. INTERGRATION

The Terms and the Purchase Order, together with the separate Purchase Agreement (if any) between the parties, constitute the complete and exclusive agreement of the parties with respect to purchase and sale of the products or services described in the Purchase Order. The Terms, the Purchase Order, and the Purchase Agreement (if any) are collectively referred to herein as the "Agreement". The Agreement supersedes all prior or contemporaneous oral and written communications, agreements, representations, statements, negotiations or undertakings between the parties relating to the subject matter thereof. Any invoice, sales terms, or other document issued by Seller in connection with the Agreement (collectively, "Seller Terms") shall be used solely for Seller's internal record-keeping purposes or to facilitate payment. If any Seller Terms state different or additional terms to the Agreement, such Seller Terms shall be deemed a material alteration of the Agreement, and are hereby rejected by Buyer. If any Seller Terms are deemed to be



the offer with respect to any transaction contemplated under the Agreement, Buyer hereby rejects such offer and proposes that an agreement for purchase and sale of products or services be formed exclusively on the terms of the Agreement in its original unmodified form. Notwithstanding any statement in the Seller Terms to the contrary, Seller's fulfillment of any Acceptance Condition shall constitute Seller's rejection of the Seller Terms and its acceptance of the original unmodified Agreement. In no event shall any Seller Terms modify or become part of the Agreement or become binding on Buyer, even if an acknowledgment copy is signed by Buyer.