1. Purchaser. The term “Purchaser” in the following conditions shall mean **Gator Stamping International Inc.** located in 6610 33rd Street East, Sarasota, FL 34243. The seller is the person or company that offers the service or product requested by Gator Stamping (Purchaser).

2. Acceptance. (a) This purchase order (the "Purchase Order") constitutes the Purchaser's offer to buy from the Seller and is not binding on the Purchaser until accepted by the Seller (i) in writing, (ii) in accordance with the provisions of Section 2(b) below, or (iii) through the delivery of goods/parts, sheet metal, painting services, chemical coating services and others that are detailed as requested by the purchaser, the provision of services or the commencement of manufacturing/work on the goods/parts to be specifically manufactured for the Purchaser in accordance with this Purchase Order, Seller shall notify Purchaser in writing within three (3) days following the Purchase Order date or the Purchase Order will be deemed accepted.

3. Additional Terms Not Accepted. The offer of Purchaser to purchase is expressly contingent upon Seller accepting the terms and conditions of Purchaser’s Purchase Order (the “Agreement”). Any conflicting terms contained in Seller Purchase Order, acknowledgement or other correspondence will be deemed a material alteration of the Agreement and any conflicting terms are not agreed to by Purchaser as these conflicting terms, including but not limited to conflicting terms that attempt to limit Purchaser’s remedies in the event of nonconforming goods/parts, would create a surprise or hardship to Purchaser and are not accepted.

4. Electronic Data Exchange. Purchaser may process Purchase Orders through Electronic Data Exchange (EDI) and it is the Seller’s responsibility to maintain the services necessary to retrieve the data. Purchaser will provide EDI formatting information.

5. Inspection. All material furnished on this Purchaser Order must be as specified or, if no specification is given, a standard quality as understood by the trade must be furnished. All goods shall be subject to inspection and test by the Purchaser at any time and place. Government inspection of this material, when so specified on the face of the Purchase Order, will be conducted in the Seller plant by the Cognizant Government Inspection Office in the district in which the plant is located. Seller will promptly notify the Cognizant Government Inspection Office in his district when ready for inspection. Either the Government or the Purchaser shall have the right to reject any articles found to be defective in material or workmanship and may require replacement or correction of such articles. Such defective articles will be held for Seller instructions and at Seller risk or be returned to Seller at its risk. When such articles are returned to Seller, Seller agrees to pay the original transportation cost of shipping the defective articles to the Purchaser, and the transportation costs of returning the defective articles to Seller. Payment for material on this Purchase Order shall not constitute an acceptance thereof and such payment is subject to adjustment for shortage in quantities or rejection by the Purchaser in accordance with the terms, conditions and provisions of this Purchase Order. Purchaser may inspect all goods/parts, including any tooling and material used in their manufacture at times/places designated by Purchaser. Notwithstanding payment or any prior inspection, Purchaser may reject, require correction or return to Seller (at Seller’s expense and risk of loss) any goods/parts that do not conform to the applicable design specifications, prints, material specifications or other requirements set forth in the Purchase Order. After notice to Seller of nonconforming goods/parts, Purchaser may replace or correct any nonconforming goods/parts or services at its facilities and/or its customers’ facilities and charge Seller with all costs/expenses related to such replacement or correction, in addition to other remedies,

This document was created for use and information of all service and product suppliers of Gator Stamping Intl. Inc. - All rights reserved.

including but not limited to incidental/consequential damages, sorting costs, labor, shipping costs, inspection costs and the like incurred by both Purchaser and its customers.

6. Delivery, Shipping and Invoicing Instructions.

(a) Unless otherwise specified, the price as set forth in this Purchase Order shall include all charges for Seller packing and crating and for cartage to FOB shipping point. Packaging must be of a type to completely protect all parts from damage resulting from normal handling and stacking.

(b) Purchaser will specify the carrier and method of transportation and Seller will process shipping documents and route shipments of the goods to the FOB point accordingly. Purchaser will not pay shipping charges for parts/services that are not shipped as stated on the Purchase Order or Shipping Instructions.

(c) All invoices are to be sent electronically to ap@gatorstamping.com. If Purchaser determines that Seller has failed to perform its liabilities or breaches its obligations under this Agreement, Purchaser shall have the right to setoff such amount from any outstanding invoices or other amounts owed to Seller without losing any cash discount privileges.

(d) Each container must be marked to identify contents without opening all boxes and packages must contain one of each of the following:

i. Material certification;

ii. Packing Sheet listing Purchase Order number, part number/service description, revision level, quantity and plant location; and

iii. [Reserved.]

(e) Rejections, delivery delays, errors and omissions preventing prompt payment will be considered just cause for withholding settlement without losing cash discount privilege. If invoices are not provided by Seller with the shipment as required by Section 6(d)(iii), invoices shall be mailed to Purchaser within seven (7) days after shipping date. Purchaser shall issue payment to Seller within ninety (90) days from receipt of a correct invoice. Cash discount privileges will not be lost by Purchaser even though payment date has passed, if payment is made within five days after receipt of the invoice or receipt of the material, whichever is the later. In any event, material must be in Purchaser's plant before being subject to payment. Invoices emailed or faxed will be disregarded.

(f) Purchaser may issue electronic payments and Seller will provide necessary banking information for transaction to be completed. Purchaser will treat this information as confidential.

(g) Purchaser assumes no obligation for materials shipped in excess of quantity as shown on this Purchase Order.

(h) All delivery schedules reflect dates material is due on Purchaser's dock. Seller's acceptance shall show best on dock delivery schedules promised, if different from schedules set forth on the face of this Purchase Order. Purchaser reserves the right to return all shipments received in advance of the agreed schedule at Seller expense. Delay in receipt beyond the agreed schedule shall be cause for termination of this Purchase Order by default unless such delay schedule is mutually agreed in writing by both Seller and the Purchaser.

(i) Load, block and brace rail shipments per latest loading rules of Association of American Railroads.

(j) Time is of the essence. Delivery must be affected within the time specified on the face of this Purchase Order or any release. If Seller fails to make deliveries or perform services at the agreed time, all damages suffered by Purchaser and any premium transportation costs or other costs incurred to meet the specified delivery schedule shall be at the expense of Seller.

This document was created for use and information of all service and product suppliers of Gator Stamping Intl. Inc. - All rights reserved.

(k) Seller may be required to issue barcodes with all delivered parts. Purchaser will provide formatting requirements.

7. Change Orders. The Purchaser shall have the right to make changes or additions to drawings, requirements, requests by type, dimensions and/or specifications, issue additional instructions, and reduce or increase the quantities covered by this Purchase Order. If such changes cause a material increase or decrease in Seller's cost or time for performance of this Purchase Order, an equitable adjustment in price or time for performance will be made and this Purchase Order will be modified in writing accordingly, provided that the Seller submits any claim for adjustment within thirty (30) days after the date this change is ordered. Change Orders shall be considered of utmost importance and shall be processed with the same diligence as the original Purchase Order.

8. Tools. (a) Unless otherwise herein agreed, special dies, tools, jigs, fixtures, equipment and patterns ("Tools") used in the manufacture of articles covered by this Purchase Order shall be furnished by and at the expense of the Seller. Such Tools shall be kept in good condition and from time to time, when necessary, shall be replaced by Seller without expense to the Purchaser.

(b) Unless otherwise agreed in writing, all Tools furnished by the Purchaser to Seller, or specifically paid for by the Purchaser, shall be the property of the Purchaser, shall be subject to removal upon completion or cancellation of this Purchase Order at the Purchaser's request, shall be used only in filling orders from the Purchaser, shall be held at Seller risk and shall be kept insured by Seller, while in its custody or control in an amount equal to the replacement cost thereof, with loss to be paid within seven (7) days from date thereof.

(c) Seller agrees to make no charge for storing Purchaser's Tools after completion of this Purchaser Order unless such charges are authorized by a storage agreement entered into by both parties. (d) No Tools owned by the Purchaser shall be reworked, altered, or constructed by Seller without written permission from Purchaser in the form of a Purchase Order or Change Order.

9. Material. Any material furnished by Purchaser on other than a charge basis in connection with this Purchase Order shall be deemed as held by Seller upon consignment and Seller agrees to pay for all such materials spoiled by it or not otherwise satisfactorily accounted for by Seller.

10. Termination at Purchaser Option. Purchaser may terminate this Purchase Order at any time without cause by providing thirty (30) days written notice, whereupon Seller will stop work on that date and terminate all orders and subcontracts that relate to the terminated Purchase Order. Purchaser will pay Seller for furnished work accepted, as well as the documented cost to Seller of work in process and material specifically allocated to the terminated Purchase Order. Payment made by Purchaser under this termination clause shall constitute Purchaser's only liability for termination. Title and possession of all delivered goods/parts will vest with Purchaser immediately upon Purchaser's tender of payment under this paragraph.

11. Termination for Default. If Seller (1) fails to deliver parts/goods at times specified herein; (2) fails to perform pursuant to the terms of this Purchase Order and does not cure said failure within ten (10) days of written notice from Purchaser specifying said failure; (3) becomes insolvent, makes an assignment for the benefit of creditors, moves for bankruptcy protection; or (4) merges with another entity, then Purchaser, at its option, may terminate the whole or any part of this Purchase Order with no liability except for payment of accepted goods/parts, upon which time Purchaser will take title and possession of said goods/parts, with Purchaser entitled to seek cover for substituted goods/parts, along with incidental and consequential damages.

This document was created for use and information of all service and product suppliers of Gator Stamping Intl. Inc. - All rights reserved.

12. Force Majeure. In the event of flood, drought, fire, war, riot, acts of terrorism, pandemic, acts of God or Governments neither party shall be liable to the other for failure to perform its obligation under this Purchase Order. During the Seller's inability to supply the parts/service, Purchaser may procure such parts/service from other sellers, but will revert to the Purchase Order once the element of Force Majeure has been overcome. If Purchaser's customers cancel their purchase orders, Purchaser can terminate the Purchase Order with no liability to Seller except for its obligation to make payment for accepted parts/services

13. Warranty. Seller warrants that all items delivered under this Purchase Order will: (1) comply with all performance standards and product characteristics, including without limitation, specifications, drawings, descriptions or samples, furnished or specified by Purchaser; (2) be merchantable; and (3) be free from defects in material and workmanship, from the date Purchaser delivers goods to their customer, mechanical components are five (5) years and electrical components are one (1) year. Seller further warrants that, to the extent that Seller designs any goods, or Purchaser relies on Seller's expertise in any aspect of the design of the goods, those goods will be fit and sufficient for the purposes intended. The Warranties of the Seller together with its service warranties and guarantees, if any, shall run to the Purchaser and its customers. Seller further warrants that upon delivery to Purchaser, Purchaser will receive good title to the goods/parts free and clear of all liens and encumbrances and that all goods/parts will be free from any actual or claimed patent infringement. These warranties are cumulative and in addition to any other warranty implied by law or statute or otherwise provided by Seller and are not waived by payment and acceptance of the goods/parts by Purchaser.

14. Environment. The Seller agrees to comply with the Buyer's Environmental Policy to the extent required as set forth in the Environmental Policy on the website of the United States Environmental Protection Agency (EPA).

15. Indemnification. Seller will defend, indemnify and hold harmless Purchaser and its parent, subsidiaries, employees, officers, directors, agents or representatives, with counsel approved by Purchaser, against all claims, suits, actions or proceedings and shall be responsible for all liabilities, losses, damages (including without limitation judgments, amounts paid in settlement and other recoveries), fees and expenses (including without limitation fees of counsel and experts) and costs (together "Expenses") in connection with any breach or nonperformance by Seller of the Purchase Order, or for injury or death of any person and damages or loss of any property allegedly or actually resulting from or arising out of any act, omission or negligent work of Seller in connection with performance of the Purchase Order (including without limitation Expenses arising out of, or in connection with, vehicle recall).

16. Patents. No rights are granted to Seller under any Purchaser patents except as may be necessary to fulfill Seller's obligations under this Purchaser Order. Seller agrees to indemnify and hold harmless the Purchaser, and all persons claiming under the Purchaser, with counsel approved by Purchaser against all claims, demands and liability for actual or alleged infringement of any patent, trademark, copyright, or trade name by the materials or articles covered by this Purchase Order unless such materials or articles are manufactured per drawings or designs furnished by Purchaser.

17. Information Disclosed; Data Rights. (a) "Purchaser Data" means all information and data that Purchaser makes available to Seller in connection with the performance of the Purchase Order, including without limitation, performance standards, product characteristics, specifications, drawings, descriptions, samples, designs, manufacturing data and other information.

This document was created for use and information of all service and product suppliers of Gator Stamping Intl. Inc. - All rights reserved.

(b) Purchaser owns and retains all of its right, title and interest in Purchaser Data, including any Purchaser patents, patent applications, copyrights, trade secrets, trademarks, trade dress and any other proprietary rights in Purchaser Data and in any derivative or improvement of any Purchaser Data made by Purchaser or by Seller as work product. Any intellectual property developed by Seller or Purchaser during the performance of this Purchase Order shall be the property of Purchaser.
(c) No right or license is granted under this Purchaser Order to use Purchaser Data other than the right for Seller to use Purchaser Data as required to perform Seller's obligations under the Purchase Order. Seller will not use or disclose Purchaser Data for any other purpose and Seller will handle all Purchaser Data in such a manner to insure that it is not used for any purpose detrimental to the interests of Purchaser.
(d) Seller may not disclose Purchaser Data to any third party without Purchaser's prior written consent.
18. Prices Include Taxes. Except as Purchaser has otherwise provided in this order, the prices stated in the purchase order include all applicable federal, state and local taxes, and duties.
19. Insurance. Seller represents that it has and will maintain the following types and amounts of insurance coverage and agrees to furnish certificates of insurance showing that Seller has insurance coverage in the following minimum amounts:
(a) Workers Compensation – Statutory limits for the state(s) in which the work will be performed;
(b) General/Products Liability - $2,000,000 per occurrence/$5,000,000 in the aggregate; and
(c) Automobile Public Liability - $1,000,000 (per any one accident).
Said certificates of insurance shall set forth the amount of coverage, the number of the policy and the date of expiration. Seller shall name Purchaser as an additional insured, or loss payee, as applicable on its policies. Such policy shall have an endorsement which provides that the policy shall not be cancelled or modified without providing Purchaser 30 days prior written notice. If Seller is a self-insurer for workers compensation purposes, Seller shall provide Purchaser with a copy of the self-insured certificate issued by the state(s) where work will be performed. Compliance by Seller with the insurance requirements stated in this section shall not in any way affect Seller's duty to indemnify Purchaser under this Purchase Order. If this Purchase Order includes a sale of goods manufactured in whole or in part to Seller's designs or specifications, Seller agrees to provide Purchaser, upon request, with a current certificate of product liability insurance and a supplier's endorsement naming Purchaser as an additional insured on Seller's policy.
Such policy shall have an endorsement which provides that the policy shall not be cancelled or modified without providing Purchaser 30 days prior written notice
20. Access to Facilities, Audit and Inspection. If this Purchase Order includes specifications, or is for the procurement of either (a) goods to be incorporated into Purchaser's products or (b) services to be used in the production of Purchaser's products, then Seller's (and Seller's sub-tier suppliers who provide goods or services) plant and their books and records pertinent to this or any related order (to the extent consistent with applicable laws and regulations) shall at all practical times be subject to review, inspection and audit by Purchaser, its authorized representatives and any authorized representative of Purchaser's customer to the extent necessary to verify compliance with Purchaser's specifications or to enable Purchaser to comply with its obligations to its customer(s).
21. No Gifts. Seller agrees not to provide or offer to provide to any director, officer or employee of Purchaser, or any member of such person's family, any favors, gifts, loans or other benefits (including services and discounts as well as material goods), except casual entertainment or gifts (other than money) of nominal value which are customarily offered to others having a similar relationship with

This document was created for use and information of all service and product suppliers of Gator Stamping Intl. Inc. - All rights reserved.

Seller, provided that the foregoing exception shall not apply if this order shows on its face that it is placed under a U.S. Government contract, or a subcontract thereunder, or if Purchaser otherwise notifies Seller that this order is placed under a U.S. Government contract or a subcontract thereunder.

22. Certificates. Seller agrees to provide Free Trade Agreement (FTA) or similar; Buy America; Conflict Mineral; International Material Data Sheets (IMDS); Registration, Evaluation and Authorization of Chemicals (REACH); and Restriction on Hazardous Substances (ROHS) as required by Purchaser. Purchaser will request certificates from Seller on an as needed basis. If status of a certificate changes at any time, Seller will issue a new certificate immediately.

All such supporting information and documentation shall be retained by the Seller for a minimum of five (5) years and shall be subject to audit by the Purchaser and/or any governmental entity if required, upon reasonable notice. The Seller shall include the content of this Section 22 in all subcontracts awarded by the Seller for work under this Purchase Order.

23. Export. Seller agrees to comply with all applicable U.S. export control laws and regulations specifically including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2799, including the International Traffic in Arms Regulation (ITAR), 22 CFR 120-130; and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations, 15 CFR 730-774; including the requirement for obtaining an export license or agreement, if applicable. Without limiting the foregoing, Seller agrees that it will not transfer an export-controlled item, data, or service, to include transfer to foreign persons employed by or associated with, or under contract to Seller or Seller's lower-tier suppliers, without the authority of a U.S. Government export license, agreement or applicable exemption or exception.

24. Compliance with Laws. Seller agrees in accepting this Purchase Order or part performance thereof that all work hereunder will be performed in accordance with the applicable local, state and federal laws, statutes, rules, regulations and orders. Seller will defend, indemnify and hold harmless Purchaser and its parents, subsidiaries, affiliates, employees, agents, officers, directors and shareholders, with counsel approved by Purchaser from and against any and all claims, losses, damages, costs and expenses resulting from or arising out of any failure of Seller, its employees, agents and subcontractors to comply with any applicable governmental regulations or statutes.

25. Labor Disputes. Whenever Seller has notice that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Purchase Order, Seller shall immediately give notice thereof, including all relevant information with respect thereto, to the Purchaser.

26. Assignment. Seller shall not assign the performance of this Purchase Order or the proceeds derived without the prior written consent of the Purchaser.

27. Subcontracting. The Seller may not subcontract this Purchase Order, or any substantial portion thereof, without the prior written consent of the Purchaser; however, this provision shall not apply to the purchase of standard commercial supplies and raw materials, always within the legislation and laws enacted by the government of the United States of America.

28. Waiver. The waiver by Purchaser of any condition or the breach hereof shall be limited to the particular instance and shall not operate or be deemed to waive that condition in the future or any further breach thereof.

29. Concurrent Spares. Seller agrees to provide production capacity to assure the concurrent delivery of reasonable amounts of spare parts, provided such spares are ordered in time to permit delivery with the material ordered herein.

This document was created for use and information of all service and product suppliers of Gator Stamping Intl. Inc. - All rights reserved.

30. Notification. The Seller must immediately notify the Purchaser whenever non-conforming Material/products/parts have been identified that may have been shipped to the Purchaser.
31. Cumulative Remedies. The rights and remedies set forth under this Purchase Order are cumulative and in addition to any other rights and remedies available under law and equity including, but not limited to, those remedies set forth in Florida Statute Chapter 672. No acceptance of goods/parts or of any lot or any waiver by Purchaser of any of the terms and conditions of this Purchase Order shall be deemed a waiver of Purchaser's rights/remedies/damages in the event of Seller breach of this agreement.
32. Releases. Goods shall not be dispatched prior to receipt by you of our Purchase Order. Purchaser may return over shipments to Seller at Seller expense. Purchaser, from time to time, and with reasonable notice, may change or temporarily suspend any shipping schedules specified in the Purchase Order or shipping releases.
33. Applicable Law. Seller expressly agrees that any dispute over the terms of the Agreement shall be governed by Florida law including, but not limited to, Florida Statute Chapter 672 (UCC/Sales) regardless of conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Purchase Order.
34. Forum Selection. Seller expressly agrees that any dispute over the terms of the parties' agreement shall be heard in the federal or state courts within the State of Florida having jurisdiction over Sarasota, Florida.
35. Merger Clause. This Purchase Order sets forth the entire agreement of the parties. All prior, contemporaneous or subsequent oral agreements or representations are merged into this Purchase Order. No provisions of this Purchase Order may be modified except by written agreement signed by both parties.
36. Affirmative Action & Equal Opportunity. Shall not discriminate against employees on the basis of race, religion, national origin, color or sex. Equal Opportunity Employer / M / F / Disabled / Veteran.
THE FOLLOWING ADDITIONAL SPECIFIC CONDITIONS APPLY IF A GOVERNMENT CONTRACT NUMBER IS STATED ON THIS ORDER. WHERE NECESSARY TO MAKE THE CONTEXT OF THESE CONDITIONS APPLICABLE TO THIS ORDER THE TERM "GOVERNMENT CONTRACTING OFFICER" OR EQUIVALENT PHRASES SHALL MEAN THE PURCHASER. EQUAL OPPORTUNITY – PART (FEDERAL ACQUISITION REGULATION OR FAR) 52.222-26 OF THE CODE OF FEDERAL REGULATIONS 48 CFR AS IN EFFECT ON THE DATE OF THIS PURCHASE ORDER IS INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE.
1. Compliance with Statutes and Regulations. Seller agrees in accepting this Purchase Order or part performance thereof that all work hereunder shall be performed in accordance with the following parts (Federal Acquisition Regulations or FAR's) of the Code of Federal Regulations 48 CFR, as in effect on the date of this Purchase Order, which are incorporated herein by reference: Restrictions on Certain Foreign Purchases (52.225-11), Failure to Perform (52.249-13), Default (52.249-8), Contract Work Hours and Safety Standards Act – Overtime Compensation (52.222-4), Walsh-Healy Public Contracts Act (52.222-20), Officials not be benefit (52.203-1), Covenant Against Contingent Fees (52.203-5), Notice and Assistance Regarding Patent and Copyright Infringement (52.227-2), Buy America Act-Supplies (52.225-3), Notice to the Government of Labor Disputes (52.222-1), Patent Indemnity (52.227-3), Filing of Patent Applications – Classified Subject Matters (52.227-10), Patent Rights – Retention by the Contractor (52.227-11), Security Requirements (52.204-2), Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (52.219-8), Examinations of Records by Comptroller General (52.215-1), Gratuities (52.203-3), Convict Labor (52.222-3), Utilization of Labor Surplus Area Concerns (52.220-3),

This document was created for use and information of all service and product suppliers of Gator Stamping Intl. Inc. - All rights reserved.

Drug Free Workplace (52.223-6), and Certification of Commercial Pricing for Parts or Components (52.215-32).

2. Defense Priority and Allocation Requirements. Part (Federal Acquisition Regulation or FAR) 52.212-8 of the Code of Federal Regulations 48 CFR as in effect on the date of the Purchase Order is incorporated herein and made a part hereof by reference.

3. Nondiscrimination in Employment. In connection with the performance of work under this Agreement, Seller agrees not to discriminate against any employee or applicant for employment because of race, religion, color or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship. The Seller agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions. Seller further agrees to insert the foregoing provisions in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

4. Termination. Part (Federal Acquisition Regulation or FAR) 52.249-2 of the Code of Federal Regulations 48 CFR as in effect on the date of this Purchase Order is incorporated herein and made a part hereof by reference. Anything herein to the contrary notwithstanding, Seller agrees to notify Purchaser in writing within thirty (30) days of receipt of the notice of cancellation whether or not any cancellation charges will be submitted. In the event that such notice is not submitted within such thirty (30) day period, Seller thus agrees that no cancellation charges will be submitted. Final cancellation charges must be compiled and submitted to Purchaser within sixty (60) days from date of cancellation unless Purchaser has authorized in writing an extension of time. Purchaser shall not be liable for any costs resulting from Seller proceeding with production unreasonably in advance of normal flow time.

*****

This document was created for use and information of all service and product suppliers of Gator Stamping Intl. Inc. - All rights reserved.