

DUNCAN LLC VENDOR/SUPPLIER TERMS AND CONDITIONS AND CODE OF CONDUCT

1. Definitions

- 1.01 Order shall include any order or purchase order sent or delivered by Purchaser to a vendor or Seller pursuant to which Duncan LLC pays for the Products, regardless of the shipping destination or end user.**
- 1.02 Seller shall include any vendor or supplier of Products, whether to Duncan LLC or directly to a customer or end user, regardless of who pays Seller for the Product; and any manufacturer, wholesaler and/or re-seller of a Product.**
- 1.03 Product shall mean the goods which are the subject of any Order.**
- 1.04 Purchaser shall mean Duncan LLC.**

- 2. The Seller shall notify the Purchaser promptly of any delay, or anticipated delay, in filling any Order. If an Order is anticipated to be delayed, or if any Order is not filled by the date specified on the Order or within a reasonable time from the date of the Order in the event no time is specified, then the Purchaser may cancel the Order without cost to the Purchaser, whether or not notice of delay has been given, and the Purchaser may charge the Seller for, and Seller shall pay Purchaser for, any loss sustained or occasioned, including but not limited to the costs of securing cover or replacement Products.**
- 3. If no price is stated on the Order, the Products shall be billed at the price last quoted or paid, or the prevailing market price whichever is lower, and in no event is the Order to be filled at higher prices than last previously quoted or charged without written consent of the Purchaser.**
- 4. Seller guarantees that the sale or use of any or all articles, materials or Products delivered hereunder will not infringe any patent or copyright; that the Seller will at Seller's expense, defend any action, suit or claim in which an infringement of any patent or copyright is alleged with respect to the sale or use of said articles, materials or Products and that Seller will indemnify, defend and save harmless the Purchaser and/or its customers from any and all losses, costs, liabilities, claims, expenses (including but not limited to reasonable attorneys' fees) and damages for or resulting from any claim of infringement of any patent or copyright arising from or related to said articles, materials or Products.**
- 5. Payment for the Products shall not constitute acceptance thereof and all Products shall be received subject to Purchaser's inspection and right of rejection. Defective Products not in accordance with Purchaser's specifications will be held for Seller's instructions. The Seller expressly warrants that the Products covered by the Order shall conform with specifications, drawings, samples or other description furnished or adopted by Purchaser, will be fit and sufficient for the purpose intended, merchantable, of good quality and workmanship and free of defects.**
- 6. In the event of cancellation by the Purchaser of an Order, Purchaser shall not be liable for any anticipated profit of the Seller or for any consequential, special, liquidated or punitive damages.**
- 7. Any cash discount period will date from the receipt of properly prepared and accepted undisputed invoice or acceptance of the Products whichever is later.**
- 8. Purchaser is under no obligation to accept any shipment exceeding the quantity specified in an Order and reserves the right to reject and return at Seller's expense part or all of any amount in excess of that specified in the Order.**
- 9. If this Order is marked "Original Stock Order" any or all of the Products Ordered may be returned to Seller, freight prepaid by Purchaser, any time after one year with no restocking charge or handling penalty.**

10. Purchaser provides no, and specifically disclaims any and all, indemnification for or to Seller, and Seller specifically waives and releases the same, for any and all claims, damages, liabilities and/or losses, including but not limited to those arising from, or claims of, third parties. Seller waives any and all consequential, special, liquidated or punitive damages arising from or under any Order.

11. Vendor/Supplier Compliance and Code of Conduct:

- **Equal Opportunity:** Seller agrees to comply with all applicable Federal, State, and local laws including the Civil Rights Act of 1964 and section 202 (1-7) of Executive Order 11246, as Amended.
- **Conflict Materials:** Purchaser is committed to the responsible sourcing of minerals through our global supply chain. In 2012, the U.S. Securities and Exchange Commission (“SEC”) issued rules implementing the “conflict minerals” disclosure requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act (“Dodd-Frank”). Buyer expects that its vendors and suppliers will promote the principles and practices of social and global responsibility along the entire supply chain, with particular emphasis on the origin, delivery and procurement of conflict materials such as tin, tungsten, gold, and tantalum which may be contained in any Product or material provided by Seller to Purchaser. Purchaser’s Conflict Materials Policy may be found at: <https://www.duncanco.com/wp-content/uploads/2024/01/conflict-materials-2.png> .
- **Human Trafficking:** The United States Government prohibits trafficking in human persons. The United States Government’s policy prohibiting trafficking in persons is available at 48 CFR § 52.222-50. Purchaser is committed to a global environment that is free from human trafficking and slavery, which for purposes of this policy includes forced labor and unlawful child labor. Purchaser expects that its vendors and suppliers will avoid complicity in any practice, or conducting business with any entity or person who practices, any activity that constitutes human trafficking or slavery.
- **Fair Wages:** Purchaser’s suppliers and vendors shall comply with all applicable laws, rules and regulations regarding wages, including but not limited to minimum wage and wage and hour laws and laws regarding provision of mandated benefits. Suppliers and vendors shall pay wages which are no less than those mandated by applicable law. In the event that no law applies or in locations with no governing laws regarding wages, International Labor Organization Convention No. 131 shall apply.
- **Work Environment:** Purchaser expects that its vendors and suppliers will maintain a working environment which is free from oppressive or illegal conditions, including working hours and physical conditions. Purchaser’s vendors and suppliers shall comply with all applicable laws and applicable international conventions regarding worker-age laws, working hours, wage and rate laws, non-discrimination, health, welfare and safety.
- **Environmental Pollution:** Purchaser is committed to being an environmentally-responsible global citizen. Purchaser’s vendors and suppliers shall take all reasonable measures to avoid harm to or pollution of the air, water or soil and shall avoid harmful or pollutive emissions in, to or of the air, water and soil including but not limited to noise emissions or pollution, which negatively impacts or interferes with the production of food, access to safe water, or the general health of local or impacted populations.

12. Any agreement, contract or Order between Seller and Purchaser shall be construed under and pursuant to the laws of the state of Minnesota and any legal action related thereto shall be exclusively venued in the state or federal courts of the state of Minnesota.

13. Notwithstanding any term in any agreement or contract by and between Purchaser and Seller, these terms and conditions and code of conduct shall control any irreconcilable conflict.

14. Acceptance of an Order constitutes an acceptance of the above terms and conditions on the face of the Order.