



**C&D TECHNOLOGIES, INC.**  
**Terms and Conditions of Purchase**

UNLESS OTHERWISE AGREED TO IN WRITING BY C&D TECHNOLOGIES, INC., ALL PURCHASES MADE BY C&D PURSUANT TO THIS PURCHASE ORDER ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS.

1. **Definitions.**

- a. "Buyer" means C&D Technologies, Inc. or the operating division or subsidiary thereof indicated in any Order, including, but not limited to, Trojan Battery Company, LLC.
- b. "Purchase Order" shall mean this document, any drawings, specifications or other documents referenced herein together with all terms and conditions set forth herein (including any terms or condition provided on the reverse side of this document) as such terms may be modified, from time to time, by Buyer as provided herein.
- c. "Seller" shall mean the person or entity identified on the reverse side of this Purchase Order as the "Vendor."

2. **Offer and Acceptance.** This Purchase Order is only an offer to enter into a contract. For this Purchase Order to be a valid and effective order, it must be executed by a duly authorized agent of the Buyer. Buyer may revoke, amend or modify this offer at any time prior to Seller's acceptance. Any of the following acts constitute Seller's acceptance of this Purchase Order and all terms and conditions herein: (a) Seller's return of an acknowledgement of this Purchase Order; (b) Seller's commencement of performance pursuant to this Purchase Order; (c) Seller's delivery of any of the items or services ordered or (d) Seller's acceptance of payment hereunder. Any proposal for additional or different terms or any attempt by Seller to vary in any degree any of the terms of this offer in Seller's acceptance is hereby objected to and rejected. Acceptance of this Purchase Order is limited to and conditioned upon acceptance of those terms contained on the face of this Purchase Order and those set forth herein, which terms can not be

altered or amended without Buyer's express written agreement. Acceptance shall be binding upon Seller and Seller's successors, assigns and delegates.

- 3. **Prices.** Seller agrees that the prices for each item or service listed on this Purchase Order shall be as stated in this Purchase Order and are not subject to escalation prior to delivery of such item or services to Buyer. Seller represents and warrants that the prices set forth in this Purchase Order are at not more than those currently being quoted by Seller to commercial customers for the same or functionally equivalent products or services in like quantities and under similar terms and conditions. If no price is indicated on the face of this Purchase Order for any listed item or service, the price for such item or service shall be deemed to be the lowest price currently quoted or charged by Seller for that item or service, but in no event higher than the price most recently charged to Buyer by Seller for such item or service. In the event Seller reduces its price for any item or service included on this Purchase Order prior to delivery of such item or service to Buyer, Seller agrees to reduce the price of such item or service correspondingly.
- 4. **Payment Terms.** Unless otherwise specified on the reverse side of this Purchase Order, Buyer shall have sixty (60) calendar days from the date indicated on each invoice received from Seller to remit payment to Seller for the items and services specified in this Purchase Order; provided, however, Buyer shall be entitled to a discount in the amount of one percent (1%) of the net purchase price of the items and services covered hereunder should Buyer remit payment in full to Seller for such items and services within ten (10) calendar days of receipt of Seller's invoice.

5. **Taxes.** Unless otherwise provided in this Purchase Order, the price includes, and Seller shall pay, all excise, sales, use, transfer or other taxes, federal, state and local, in connection with the sale or delivery of the products to Buyer.
6. **Quantities.** Unless otherwise agreed to in writing by Buyer, Seller must deliver the exact quantities of the items specified in this Purchase Order. Buyer reserves the right to reject partial deliveries and to return at Seller's risk and expense any excess quantities of any items delivered by Seller pursuant to this Purchase Order.
7. **Packaging and Shipment.** Seller shall be solely responsible to ensure that all items which are to be delivered to Buyer pursuant to this Purchase Order are packed, packaged, marked and otherwise prepared for shipment by Seller in suitable containers and in a manner consistent with sound commercial practices and industry standards for the mode of transportation which is to be utilized. Seller shall mark on each container all necessary and required handling, loading and shipping instructions. Seller shall include an itemized packing list with each container or shipment. Seller shall provide to Buyer Bills of Lading for each shipment.
8. **Delivery.** Except as may otherwise be specified in writing by Buyer, delivery of all items provided in this Purchase Order shall be made F.O.B shipping point (i.e., Seller's designated shipping facility). Seller acknowledges that Buyer's production and marketing schedules are based in part upon the delivery/completion date(s) specified in this Purchase Order. TIME AND PLACE OF DELIVERY ARE, THEREFORE, OF THE ESSENCE with respect to Seller's performance under this Purchase Order. Any provision in this Purchase Order or subsequent agreement by Buyer for installment deliveries of the items specified in this Purchase Order shall not be construed as a waiver of this requirement or as severing Seller's obligations for full, on-time, delivery of all items specified in this Purchase Order. If Seller determines that it either can not or may not complete delivery at the specified time and place, Seller shall promptly notify Buyer and indicate the earliest possible date that it is confident that it can complete delivery. Notwithstanding such notice, Seller's failure to effect conforming delivery shall entitle Buyer, without any liability to Seller hereunder, to revoke any prior acceptance of a partial delivery by Seller, to return at Seller's risk and expense all or any part of items delivered in partial satisfaction of this Purchase Order, to cancel this Purchase Order, to receive a refund of any amounts paid to Seller pursuant to this Purchase Order for any items returned to Seller, and to purchase substitute items or services elsewhere and charge Seller with any loss or additional costs incurred in connection with such purchases. If in order to comply with Buyer's required delivery date it becomes necessary for Seller to ship the items by a more expensive mode of transportation than specified in this Purchase Order, any increased transportation cost resulting therefrom shall be paid for by Seller unless the necessity for such rerouting or expedited handling has been caused by Buyer.
9. **Title and Risk of Loss.** Except as may otherwise be specified in writing by Buyer, title to and risk of loss for items purchased which conform to this Purchase Order shall pass to Buyer upon delivery to and acceptance by Buyer or its agents at the specified delivery point. Title to and risk of loss for nonconforming items shall remain with Seller.
10. **Inspection and Rejection.** Buyer reserves the right to inspect, test and, if found to be nonconforming, reject all or some lesser portion of any items identified to this Purchase Order by Seller before, during and after manufacture or delivery. If any inspection or test is to be made on Seller's premises, Buyer shall provide Seller advance notice of such inspection or test and Seller shall provide reasonable facilities and assistance for the safety and convenience of Buyer's inspectors in such manner as not to unreasonably hinder or delay Seller's performance. All items delivered hereunder are delivered subject to Buyer's inspection, testing, approval and acceptance at the specified delivery location notwithstanding any prior inspection or testing at Seller's premises or any prior payment by Buyer for such items. In addition to Buyer's other rights and remedies available at law or equity, Buyer may return to Seller any items rejected hereunder at Seller's sole expense and may charge Seller all expenses of unpacking, examining, repacking and reshipping such items. Nothing contained in this

Purchase Order shall relieve in any way the Seller from the obligation of testing, inspection and quality control.

11. **Warranty.** In addition to any other express or implied warranties applicable to the items or services to be provided hereunder, Seller warrants that all items and services delivered or provided hereunder will: (i) upon delivery and, thereafter, for the applicable standard warranty period (or, if no warranty period has been specified by Seller, for a period of one (1) year from the date of actual delivery) conform to Buyer's specifications specified in this Purchaser Order (which, in all cases, shall be controlling), and any samples, drawings, descriptions or specifications provided by Seller; (ii) be merchantable, new, free from all defects in design (unless the design or specification is provided by Buyer), material and workmanship; and (iii) be free of liens and encumbrances. In addition, if Seller knows or has reason to know the particular purpose for which Buyer intends to use the items and services to be provided hereunder, Seller warrants that such items or services will be fit for such particular purpose. These warranties shall survive inspection, testing, delivery, acceptance, payment for, use or resale of the items or services furnished hereunder, and shall be enforceable by Buyer, its successors, assigns or customers or any end user of any product manufactured by Buyer which is associated with the items or services furnished hereunder. At its sole expense and option, when notified of any nonconformity by Buyer, Seller shall promptly repair or replace any items or, if applicable, re-do any services which do not conform to the foregoing warranties. In the event Seller fails to promptly honor the foregoing warranties, Buyer, after reasonable notice to Seller and in addition to its other remedies at law or equity, may repair or replace such items, or re-do such services, and charge Seller for any associated cost(s) and expenses incurred. Provided, however, if Buyer is either unable or opts not to repair or replace any such item or re-do any such service, Seller shall promptly refund to buyer the full purchase price paid by Buyer for all such items or services.
12. **Intellectual Property; Noninfringement.**
  - a. Seller acknowledges and agrees that all specifications, drawings, diagrams, schematics, sketches, models, samples, designs, technical information or data, written, oral, or otherwise, furnished by Buyer or on buyer's behalf is and shall remain Buyer's sole and exclusive property, and shall be returned promptly to Buyer or its designee (together with all copies) upon the earlier of Buyer's request or the termination or completion of this Purchase Order. Seller acknowledges and agrees that all such intellectual or proprietary property, as well as the terms of this Purchase Order and the existence and content of the relationship between the Seller and Buyer, shall be treated as confidential, and shall not be used or disclosed by Seller except as required in the course of performance hereunder or under other Purchase Orders of Buyer. Unless otherwise agreed to in writing by Buyer, information and material furnished or disclosed by Seller to Buyer shall not be considered to be confidential or proprietary, and shall be acquired by us free of restrictions of any kind.
  - b. Seller acknowledges and agrees that any copyrightable work made, designed or developed for us in connection with the performance of this Purchase Order shall be a "work made for hire" within the meaning of Section 201 of the Copyright Law of 1976. Seller hereby assigns to us any and all inventions, discoveries, computer programs, software, data, technologies, designs, innovations and improvements, and the related patents, copyrights, trademarks, trade names and other intellectual property rights and applications therefor, made or conceived by seller or its agents or employees in connection with the performance of this Purchase Order. Seller hereby appoints any of Buyer's officers as its duly authorized attorney, and Seller agrees to cooperate to the extent it may reasonably request, for the purposes of executing, filing, prosecuting and protecting the foregoing.
  - c. Seller represents and warrants that the items and services delivered or provided hereunder do not infringe any United States or foreign patent, trademark, trade secret or copyright, or any proprietary, intellectual property, contract or other right held by any third party.

- d. Seller shall include all provisions of this Section 12 for the benefit of Buyer, including this Section 12(d), in all of its subcontracts associated with this Purchase Order.
13. **Tools and Equipment.** All tools, dies, molds, patterns, jigs, masks and other equipment and materials furnished by Buyer to Seller or paid for by Buyer, directly or indirectly, and any replacements shall remain Buyer's property. Seller shall safely store such property separately from Seller's property, shall plainly identify such property as Buyer's property and shall not use such property in any other manner whatsoever, except in filling this or other Purchase Orders of Buyer. All such property shall be held at Seller's risk, shall be insured by Seller at its expense for an amount equal to its replacement cost and shall be returned promptly to Buyer upon the earlier of its request or the termination or completion of this Purchase Order.
14. **Changes.** Buyer may, at any time, by written notice to Seller, make changes in drawings, designs, specifications, method of packing or shipment, quantity ordered, delivery location or delivery schedule and Seller shall either promptly comply therewith or promptly notify Buyer in writing why it can not comply therewith. If any such change causes an increase or decrease in Seller's cost or time required for performance, Seller shall document such impact to Buyer in writing and an equitable adjustment shall be made to the price or delivery schedule, or both and this Purchase Order shall, upon agreement by Buyer in writing, be modified accordingly. Seller agrees to accept any such changes subject to this paragraph. Any claim by Seller for adjustment under this Section 14 shall be deemed waived unless made in writing within ten (10) calendar days after receipt of written notice by us of the change. No change, modification or revision of this Purchase Order shall be binding upon Buyer unless such change is in writing and signed by a duly authorized representative of Buyer.
15. **Compliance with Laws.** Seller shall comply with all applicable governmental laws, ordinances, codes, rules, regulations, programs, plans and orders in the performance of this Purchase Order including, without limitation, the Age Discrimination in Employment Act, and Executive Order 11246, as amended, along with the implementing rules and regulations of the Office of Federal Contracts Compliance, Section 503 of the Rehabilitation Act of 1977, as amended; and 38USC 4212 of the Vietnam-Era Veterans' Readjustment Act of 1974, as amended. At Buyer's request, Seller shall provide appropriate certificates of compliance.
16. **Government Contract Provisions.** Purchase Orders which specify either a government contract number or otherwise indicate that one or more items specified in this Purchase Order will be used to satisfy a government contract or subcontract shall be subject to and deemed to fully incorporate all clauses and provisions which are contained in such contracts and subcontracts which are applicable to Seller. The attached Appendix contains a list of those clauses to be flowed down from Buyer or Buyer's customers' contract(s) with the U.S. Government. Any failure to indicate that a clause is flowed down in the attached Appendix does not nullify the incorporation of such clause, per this provision.
17. **Cancellation.**
- a. In addition to its other rights and remedies at law or equity, Buyer may, at any time, by written notice to Seller, cancel the whole or any portion of this Purchase Order either for cause or solely for its convenience. In the event of any such cancellation, Buyer may procure, upon such terms and in such manner as it may deem appropriate, items compatible to the items covered by this Purchase Order. Seller shall immediately stop all work hereunder on that portion of this Purchase Order which is cancelled and, accordingly, shall immediately notify all of its affected suppliers or subcontractors that it is canceling all related orders and to cease all associated work. Seller shall be paid a reasonable termination charge consisting of a percentage of the Purchase Order price, reflecting the percentage of the work performed by Seller prior to the notice of termination plus actual costs directly associated with Buyer's cancellation. Seller shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by its suppliers or subcontractors which Seller could reasonably have avoided. In the event of any such cancellation, Buyer may also

require Seller to deliver to it in the manner and to the extent directed by Buyer, any completed or partially completed items indicated on this Purchase Order subject to the payment by Buyer to Seller of an allocable portion of the price as may be agreed to by and between Buyer and Seller. Seller shall continue performance of this Purchase Order with respect to any portion of this Purchase Order which is not cancelled by Buyer. Notwithstanding the foregoing, if the goods or services purchased under this Purchase Order are non-custom in nature and sold in the ordinary course of Seller's business, Seller shall use commercially reasonable efforts to mitigate Buyer's liability under this section by selling said goods or services to a third party ("Mitigating Sales"). Buyer's obligations to purchase goods or services following cancellation under this section shall be reduced proportionally in the event of Mitigating Sales. Except as expressly set forth in this section, Buyer shall have no obligation or liability to Seller associated with its cancellation of all or a portion of this Purchase Order.

- b. Without limitation, any breach which remains uncured more than thirty (30) calendar days following notification to Seller, late deliveries, deliveries of items which are defective or which do not conform to this Purchase Order, insolvency by Seller, or failure to provide Buyer, upon request, of reasonable assurances of future performance shall each constitute good cause to cancel this Purchase Order.
- c. All of Seller's obligations set forth in this Purchase Order shall survive the cancellation, termination or completion of this Purchase Order.
- 18. **Assignment.** Seller may not delegate or subcontract any of its duties or assign any of its rights or claims hereunder without the prior written approval of Buyer and any attempted delegation or assignment by Seller in violation of this Section shall be void.
- 19. **Governing Law.** This Purchase Order shall be governed, construed and enforced solely by the Laws of the State of Delaware. Buyer and Seller further agree that venue for any action to enforce or interpret these terms and conditions shall be adjudicated exclusively in a state court located in Montgomery County, Pennsylvania, or in the

federal courts for the Eastern District of Pennsylvania and all parties hereby consent to the jurisdiction of such court in any such action or proceeding and waive any objection to venue based on inconvenient forum.

- 20. **Force Majeure.** Except for an obligation to pay any sum when due hereunder, neither Buyer nor Seller shall, under any circumstances, be liable for any delay in or default of any of its obligations hereunder when such delay or default is directly or indirectly caused by or in any manner arises out of any cause beyond its reasonable control and not due to its negligence including, without limitation, fire, flood, accident, act of God, war, embargo, strike, fuel, material and supply shortages or transportation delays (collectively, "Force Majeure Events"). Each party agrees to notify the other as soon as possible of the occurrence of any Force Majeure Event. Upon the occurrence of a Force Majeure Event, the affected party's performance hereunder shall immediately be suspended and any affected delivery or ship dates shall be automatically extended for a period equal to the duration of the Force Majeure Event.
- 21. **Insurance.** In the event that Seller's obligations hereunder require or contemplate performance of services by Seller's employees, or persons under contract to Seller, to be done on Buyer's property, or property of Buyer's customers, Seller shall, at all times prior to full delivery hereunder, maintain with an insurance company or companies having an A.M. Best rating of A-VIII or higher, Comprehensive General Liability Insurance (including coverage for liability hereunder) in the minimum amount of \$1,000,000 combined single limit per occurrence. In addition, Seller shall maintain all insurance coverages required by law, including Workmen's Compensation insurance. The insurance coverages specified herein are not intended and shall not be construed as limiting Seller's liability or Buyer's right to indemnity hereunder.
- 22. **Indemnification.**
  - a. Seller shall defend, indemnify and hold Buyer harmless against any and all losses, damages, demands, claims or liabilities, actions, causes of action, suits, costs and expenses (including attorney's fees and defense costs) arising out of or

resulting in any way from: (i) any defect in the goods or services purchased hereunder; (ii) any act or omission of Seller, its agents, employees or subcontractors; (iii) actual or alleged infringement of any U.S or foreign patents, trademarks, copyrights, or other proprietary rights associated with the items or services specified in this Purchase Order, or (iv) breach of this contract.

- b. In the event that Seller is required, as part of its fulfillment of the terms of this Purchase Order, to perform work or services on Buyer's premises or on the premises of Buyer's customers, Seller assumes sole responsibility and liability for losses, expenses, damage, demands and claims in connection with or arising out of any bodily injury (including death) or property damage, which may be alleged to have been sustained in connection with the performance of such work or services by Seller. Seller shall indemnify and hold Buyer harmless from and against any and all losses, damages, demands, claims or liabilities, actions, causes of action, suits, costs and expenses (including attorney's fees and defense costs) arising out of or resulting in any way from the performance of such work or services by Seller or its employees, agents or subcontractors.
  - c. The indemnification rights provided herein shall be in addition to the warranty obligations of Seller and any other rights or remedies available to Buyer at law or equity.
23. **Independent Contractor.** Nothing herein is intended or shall be construed as creating or establishing the relationship of employer and employee, agency, partnership, or joint venture between Buyer and Seller nor any director, officer, agent or employee of Seller. Seller is being engaged as and shall perform all of its obligations hereunder as an independent contractor. Nothing herein is intended or shall be construed by any person as granting Seller the right, privilege or authority to make or execute an agreement on behalf of or otherwise bind or obligate Buyer in any way.
24. **Entire Agreement.** This Purchase Order is the complete and exclusive statement of the contract between Buyer and Seller with respect to Buyer's purchase of the items and services covered herein. No waiver, consent, modification, amendment or

change of the terms of this Purchase Order shall be binding unless in writing and signed by Buyer and Seller. In case of a conflict between the terms and conditions on the face of this Purchase Order and the terms and conditions contained on the reverse side of this Purchase Order, the terms on the face of this Purchase Order shall control; and any documents referred to on the face hereof, constitute the entire agreement between the parties.

25. **Additional or Inconsistent Terms.** Any term or condition set forth in any document or form provided to us by Seller which is any way different from, inconsistent with or in addition to the terms and conditions set forth herein shall not become a part of this Purchase Order or be binding on Buyer. If Seller objects to any term or condition set forth herein, Seller must notify Buyer of its objection in writing at the address indicated on the reverse side of this Purchase Order not less than ten (10) calendar days prior to Seller's delivery. Buyer's failure to object to terms contained in any communication from Seller shall not constitute a waiver of such term or condition.
26. **Setoff.** All claims for money due or to become due from Buyer shall be subject to deduction or setoff by the Buyer by reason of any counter-claim arising out of this or any other transaction with Seller.
27. **Cumulative Remedies/Waiver.** The remedies contained herein are cumulative and in addition to any other remedies at law or equity. Buyer's failure to enforce, or waiver of a breach of, any provision of this Purchase Order shall not constitute a waiver of any other breach or of such provision.
28. **EEO Clause.** The Equal Opportunity Clauses required by Executive Order 11246, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C 4212 (formerly 2012), Section 503 of the Rehabilitation Act of 1973, as amended, Executive Order 13201, as amended, as their implementing regulations at 41 CFR Chapter 60 (41 CFR 60-1.4, 41 CFR 60-250.5, CFR 60- 300.5 and 41 CFR 60-741.5 respectively) are part of this purchase order and binding upon the Seller (Subcontractor, Vendor, or Supplier) unless exempted by rules, regulation or orders of the Secretary of Labor.

29. **Notices.** Any notice or communication required or permitted under this Purchase Order shall be in writing and shall be deemed received when personally delivered or three calendar days after being sent via first-class mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other.

**APPENDIX**  
**U.S. GOVERNMENT FLOW-DOWN REQUIREMENTS**

To the extent the materials being supplied by the Supplier are in support of C&D Technologies, Inc. or C&D Technologies, Inc.'s customers' U.S. Government contracts, the following terms apply and supersede any conflicting language in the C&D Technologies, Inc. Terms and Conditions of Purchase. C&D Technologies, Inc. is required to include the Federal Acquisition Regulation ("FAR") and Defense Federal Acquisition Regulation Supplement ("DFARS") clauses listed below in its purchase orders for materials supplied and work performed in support of C&D Technologies, Inc. and/or C&D Technologies, Inc.'s customers' U.S. Government contracts. The FAR and DFARS clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text. Supplier shall substitute "Supplier" for "Contractor" and "C&D Technologies, Inc." for "Contracting Officer" or "Government" throughout each clause, as applicable. To the extent that a clause does not apply to a particular purchase order, as provided in the clause and the respective notes included below, it is self-deleting. The full text of a clause may be accessed electronically at: <http://farsite.hill.af.mil/vffar1.htm> or <https://www.acquisition.gov/far>. C&D Technologies, Inc. reserves the right to amend this Appendix to add or remove clauses pursuant C&D Technologies, Inc.'s customer's requirements under various U.S. Government contracts.

**DPAS Requirements.** The individual purchase orders issued under this Agreement will note whether the purchase order is a Rated Order certified for national defense, emergency preparedness, and/or energy program use. If the order is a Rated Order, the Supplier is required to follow all the requirements of the Defense Priorities and Allocation System regulation (15 C.F.R. Part 700). Supplier must fill Rated Order(s) by the required delivery date specified in the purchase order. See FAR 52.211-15, Defense Priority and Allocation Requirements (APR 2008).

**Changes.** C&D Technologies, Inc. may, at any time, make changes within the general scope of purchase orders issued under this Agreement, in the event that a corresponding change is issued by C&D Technologies, Inc.'s customer. See FAR 52.243-01, Changes – Fixed-Price (AUG 1987).

**Stop Work.** Supplier shall adhere to any stop work notices provided by C&D Technologies, Inc. in the event a corresponding stop work order is issued by C&D Technologies, Inc.'s customer. See FAR 52.233-3 Protest After Award (AUG 1996), see also FAR 52.242-15, Stop-Work Order (AUG 1989).

**Termination for Convenience.** C&D Technologies, Inc. may, at any time, terminate a purchase order issued under this Agreement for its convenience, in whole or in part, if the corresponding scope of work in C&D Technologies, Inc.'s agreement with its customer is terminated for convenience. See FAR 52.249-1, Termination For Convenience Of The Government (Fixed-Price)(Short Form) (APR 2012).



Export Controls. Supplier is required to comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. See DFARS 252.225-7048, Export Controlled Items (JUN 2013).

Information Systems Security. If the individual purchase order is for operationally critical support or for which performance will involve covered defense information, Supplier is required to provide adequate security on all covered contractor information systems. To provide such security, Supplier must implement information security protections, including compliance with the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations." See DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016).

#### Federal Acquisition Regulation (FAR) Clauses

\_\_\_\_ 52.202-1 DEFINITIONS.

\_\_\_\_ 52.203-6, RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) (Applicable to purchase orders that exceed the simplified acquisition threshold (\$150,000)).

\_\_\_\_ 52.203-7, ANTI-KICKBACK PROCEDURES (MAY 2014) (Applicable to purchase orders that exceed \$150,000).

\_\_\_\_ 52.203-12, LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010) (Applicable to purchase orders that exceed \$150,000).

\_\_\_\_ 52.203-13, CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015) (Applicable to purchase orders that exceed \$5.5 million and period of performance exceeds 120 days. By signing a purchase order or performing against a purchase order in which FAR 52.203-13 is applicable, Supplier hereby certifies that it will comply with all elements of FAR 52.203-13 including timely disclosure, in writing, to the agency Office of the Inspector General (OIG) (with a copy to the Contracting Officer and C&D Technologies, Inc.) whenever, in connection with the award, performance, or closeout of a purchase order or any subcontract thereunder, Supplier has credible evidence that a principal, employee, agent, or subcontractor of the Supplier has committed (i) a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or (ii) a violation of the civil False Claims Act (31 U.S.C. 3729-3733). Supplier also certifies that, within 30 days of signing a purchase order or performing against a purchase order in which FAR 52.203-13 is applicable, Supplier will establish a written code of business ethics and conduct and will make a copy of the code available to each employee engaged in performance of the purchase order).

52.203-15, WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUN 2010) (Applicable to purchase orders when value exceeds \$150,000 and employees will perform acquisition functions closely associated with inherently governmental functions).

52.203-16, PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011) (Applicable to purchase orders when value exceeds \$150,000 and subcontractor employees will perform acquisition functions closely associated with inherently governmental functions).

52.203-17, CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014) (Applicable to purchase orders that exceed the simplified acquisition threshold (\$150,000)).

52.203-19, PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017).

52.204-2, SECURITY REQUIREMENTS (AUG 1996) (Applicable to purchase orders that involve access to classified information).

52.204-21, BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016) (Applicable to all purchase orders where Supplier will have Federal contract information, as defined by the clause, residing in or transiting through its information system, unless Supplier is furnishing commercially available off-the-shelf items).

52.209-6, PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015) (Applicable to purchase orders that exceed \$35,000, unless purchase order is for purchase of commercially available off-the-shelf items).

52.211-15, DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008) (Applicable to purchase orders involving a rated order certified for national defense, emergency preparedness, and energy program use).

52.219-8, UTILIZATION OF SMALL BUSINESS CONCERNS (NOV 2016) (Applicable to purchase orders when further subcontracting opportunities are available).

52.219-9, SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2017) (Applicable to purchase orders that exceed \$700,000 with further subcontracting opportunities available, unless the Supplier is a small business).

52.222-4, CONTRACT WORK HOURS AND SAFETY STANDARDS-OVERTIME COMPENSATION (MAY 2014) (Applicable to purchase orders to the extent performance is in the United States that require or involve the employment of laborers and mechanics at any tier).

52.222-17, NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014) (Applicable to purchase orders to the extent performance is in the United States, when value exceeds the simplified acquisition threshold (\$150,000) and purchase orders are service contracts, as defined by FAR 22.001, that succeed purchase orders for performance of the same or similar work at the same location. Supplier will furnish information needed by C&D Technologies, Inc. to comply with the paragraphs (d) and (e) of this clause).

52.222-21, PROHIBITION OF SEGREGATED FACILITIES (APR 2015) (Applicable to purchase orders to the extent performance is within the United States).

52.222-26, EQUAL OPPORTUNITY (SEP 2016) (Applicable to purchase orders to the extent performance is within the United States).

52.222-35, EQUAL OPPORTUNITY FOR VETERANS (OCT 2015) (Applicable to purchase orders to the extent performance is in the United States, which exceed \$150,000).

52.222-36, EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014) (Applicable to purchase orders to the extent performance is in the United States, which exceed \$15,000).

52.222-37, EMPLOYMENT REPORTS ON VETERANS (FEB 2016) (Applicable to purchase orders to the extent performance is in the United states, which exceed \$150,000).

52.222-40, NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) (Applicable to purchase orders that exceed \$10,000 and performance is wholly or partially in the United States).

52.222-41, SERVICE CONTRACT LABOR STANDARDS (MAY 2014) (Applicable to purchase orders subject to the Service Contract Labor Standards statute).

52.222-50, COMBATING TRAFFICKING IN PERSONS (MAR 2015), Alternate I (MAR 2015) (Applicable to purchase orders for supplies, other than commercially available off-the-shelf items, acquired outside the U.S., or services to be performed outside the U.S.).

52.222-51, EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT--REQUIREMENTS (MAY 2014) (Applicable to purchase orders for services exempt from the Services Contract Labor Standards statute).

\_\_\_ 52.222-53, EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES-- REQUIREMENTS (MAY 2014) (Applicable to purchase orders for services exempt from the Services Contract Labor Standards statute).

\_\_\_ 52.222-54, EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015) (Applicable to (i) purchase orders for commercial or non-commercial services (except for commercial services that are part of the purchase of COTS item(s) or items that may be COTS item(s) but with minor modifications); (ii) have a value of more than \$3,500; and (iii) performance is in the U.S.).

\_\_\_ 52.222-55, MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015) (Applicable to all purchase orders subject to the Service Contract Labor Standards Statute or the Wage Rate Requirements Statute, and are to be performed in whole or in part in the U.S.).

\_\_\_ 52.222-62, PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017) (Applicable to all purchase orders subject to the Service Contract Labor Standards Statute or the Wage Rate Requirements Statute, and are to be performed in whole or in part in the U.S.).

52.223-18, ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011) (Applicable to purchase orders that exceed the micro-purchase threshold (\$3,500)).

\_\_\_ 52.224-3, PRIVACY TRAINING (JAN 2017) (Applicable to purchase orders that require the design, development, or operation of any system of records on individuals that is subject to the Privacy Act).

\_\_\_ 52.225-2, BUY AMERICAN ACT CERTIFICATE (MAY 2014) (Only paragraphs (a) and (b) of this clause apply).

\_\_\_ 52.225-6, TRADE AGREEMENTS CERTIFICATE (MAY 2014) (Only paragraphs (a) and (b) of this clause apply).

\_\_\_ 52.225-8, DUTY-FREE ENTRY (OCT 2010) (Applicable to purchase orders for supplies identified as duty-free or other foreign supplies exceeding \$15,000 that will be imported into the customs territory of the U.S.).

52.225-13, RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008).

\_\_\_ 52.227-1, AUTHORIZATION AND CONSENT (DEC 2007) (Applicable to purchase orders that exceed the simplified acquisition threshold (\$150,000)).

\_\_\_ 52.227-2, NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007) (When purchase orders exceed the simplified acquisition threshold (\$150,000), Supplier must report to C&D Technologies, Inc. each notice or claim of patent infringement based on the performance of this purchase order of which the Supplier has knowledge).

\_\_\_ 52.227-11, PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (MAY 2014) (Applicable whenever any inventions are conceived or reduced to practice for commercial items developed in part at Government expense).

\_\_\_ 52.227-13, PATENT RIGHTS—OWNERSHIP BY THE GOVERNMENT (DEC 2007) (Applicable whenever any inventions are conceived or reduced to practice for commercial items developed in part at Government expense and where the Supplier is not located in the United States, does not have a place of business located in the United States, or is the subject to the control of a foreign government).

\_\_\_ 52.227-14, RIGHTS IN DATA – GENERAL (MAY 2014) (Applicable when technical data for commercial items developed in part at Government expense will be provided for delivery to the Government).

X 52.232-40, PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) (Applicable to purchase orders where Supplier is a small business and C&D Technologies, Inc. receives accelerated payments from its customer).

X 52.233-3, PROTEST AFTER AWARD (AUG 1996) (If C&D Technologies, Inc.'s customer has directed C&D Technologies, Inc. to stop performance under FAR Subpart 33.1, C&D Technologies, Inc. may direct Supplier in writing to stop performance for all or part of this purchase order).

\_\_\_ 52.234-1, INDUSTRIAL RESOURCES DEVELOPED UNDER TITLE III, DEFENSE PRODUCTION ACT (SEP 2016) (Applicable to purchase orders in support of contracts for major systems and items of supply where the prime contractor has received assistance for the development or manufacture of an industrial resource under Title III of the Defense Production Act).

\_\_\_ 52.234-4, EARNED VALUE MANAGEMENT SYSTEM (NOV 2016) (Applicable when C&D Technologies, Inc.'s customer requires subcontractor compliance).

\_\_\_ 52.242-13, BANKRUPTCY (JUL 1995) (Supplier shall notify C&D Technologies, Inc. in the event the Supplier enters into proceedings related to bankruptcy).

\_\_\_ 52.242-15, STOP-WORK ORDER (AUG 1989) (If C&D Technologies, Inc.'s customer has directed C&D Technologies, Inc. to stop performance, C&D Technologies, Inc. may direct Supplier in writing to stop performance for all or part of this purchase order).

52.243-1, CHANGES – FIXED-PRICE (AUG 1987) (If C&D Technologies, Inc.’s customer has directed changes under the higher-tier contract with C&D Technologies, Inc. under FAR Part 43, C&D Technologies, Inc. may direct changes within the general scope of this purchase order to Supplier in writing (e.g., drawings, designs, specifications, method of shipment or packing, or place of delivery)).

52.244-6, SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2017).

52.245-1, GOVERNMENT PROPERTY (JAN 2017) (Applicable if Government property is furnished or acquired in performance of this purchase order).

52.247-63, PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003) (Applicable to purchase order involving international air transportation).

52.247-64, PREFERENCE FOR PRIVATELY-OWNED U.S. FLAG COMMERCIAL VESSELS (FEB 2006) (Applicable when purchase order is for ocean transportation services or a construction contract, or supplies being transported are items C&D Technologies, Inc. is reselling or distributing to the Government or higher-tier contractor without adding value, or supplies are being shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations).

52.248-1, VALUE ENGINEERING (OCT 2010) (Applicable to purchase orders of \$150,000 or more).

52.249-1, TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM) (APR 1984) (If C&D Technologies, Inc.’s customer has terminated the higher-tier contract with C&D Technologies, Inc. for convenience under FAR Part 49, C&D Technologies, Inc. may direct Supplier in writing to stop performance for all or part of this purchase order and terminate the purchase order).

#### Defense Federal Acquisition Regulation Supplement (DFARS) Clauses

252.203-7002, REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013).

252.204-7000, DISCLOSURE OF INFORMATION (AUG 2013) (Suppliers shall submit requests for authorization to release unclassified information through C&D Technologies, Inc.).

252.204-7009, LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016) (Applicable to purchase orders for services that include support for the Government’s activities related to safeguarding covered defense information and cyber incident reporting, including purchase orders for commercial items).

252.204-7012, SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016) (Applicable to purchase orders for operationally critical support or for which performance will involve covered defense information, as defined in this clause. Supplier shall notify C&D Technologies, Inc. when submitting a request to vary from a NIST SP 800-171 security requirement to the Government's Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and provide to the C&D Technologies, Inc. the incident report number, automatically assigned by DoD as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of the clause).

252.204-7015, NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016).

252.211-7000, ACQUISITION STREAMLINING (OCT 2010) (Applicable to purchase orders that exceed \$1.5 million).

252.211-7003, ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016) (Applicable to purchase orders for any item for which item unique identification is required in accordance with paragraph (c)(1) of the clause).

252.219-7004, SMALL BUSINESS SUBCONTRACTING PLAN (Test Program) (OCT 2014) (Applicable to purchase orders that exceed \$650,000 when Supplier is a participant in the DoD Test Program described in DFARS 219.702).

252.223-7001, HAZARD WARNING LABELS (DEC 1991) (Applicable if purchase order requires the delivery of hazardous materials).

252.223-7008, PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013) (Applicable to all purchase orders for supplies, maintenance and repair services or construction materials).

252.225-7000, BUY AMERICAN – BALANCE OF PAYMENTS PROGRAM CERTIFICATE (NOV 2014) (Only paragraphs (a) and (c) of this clause apply).

252.225-7009, RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (OCT 2014) (Applicable to purchase order if it calls for the supply of an item, component or raw material containing a "specialty metal" as defined under the clause to ensure compliance of the end products that C&D Technologies, Inc. will deliver to the Government. If this clause applies to the purchase order, Paragraph (d) and (e)(1) of this clause are excluded from this purchase order. NOTE: There are several exceptions contained within this clause that may apply).

252.225-7020, TRADE AGREEMENTS CERTIFICATE – BASIC (NOV 2014) (Only paragraphs (a) and (c) of this clause apply).

252.225-7048, EXPORT CONTROLLED ITEMS (JUN 2013).

\_\_\_ 252.226-7001, UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004) (Applicable to purchase orders exceeding \$500,000).

\_\_\_ 252.227-7013, RIGHTS IN TECHNICAL DATA–NONCOMMERCIAL ITEMS (FEB 2014) (Applicable where technical data for commercial items developed in any part at Government expense, is to be obtained from a subcontractor or supplier for delivery to the Government under this contract).

\_\_\_ 252.227-7015, TECHNICAL DATA–COMMERCIAL ITEMS (FEB 2014) (Applicable where technical data for commercial items developed in any part at private expense will be provided for delivery to the Government).

\_\_\_ 252.227-7016, RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011) (Applicable to purchase orders that will include 252.227-7013, 252.227-7014, and 252.227-7015).

\_\_\_ 252.227-7037, VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 2016) (Applicable where purchase orders include furnishing technical data).

\_\_\_ 252.229-7014, TAXES—FOREIGN CONTRACTS IN AFGHANISTAN (DEC 2015) (Applicable to purchase orders covered by the Security and Defense Cooperation Agreement).

\_\_\_ 252.229-7015, TAXES—FOREIGN CONTRACTS IN AFGHANISTAN (NORTH ATLANTIC TREATY ORGANIZATION STATUS OF FORCES AGREEMENT) (DEC 2015) (Applicable to purchase orders covered by the Status of Forces Agreement).

X  252.244-7000, SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013).

\_\_\_ 252.246-7003, NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013) (Applicable to purchase orders for (i) parts defined as critical safety items in accordance with this clause, (ii) systems and subsystems, assemblies, and subassemblies integral to a system, and (iii) repair maintenance, logistics support or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system).

\_\_\_ 252.246-7007, CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (AUG 2016) (Applicable to purchase orders when goods or services include electronic parts or assemblies containing electronic parts).

\_\_\_ 252.246-7008, SOURCES OF ELECTRONIC PARTS (DEC 2017) (Applicable to purchase orders for electronic parts or assemblies containing electronic parts, unless Supplier is original manufacturer).



\_\_X\_\_ 252.247-7023, TRANSPORTATION OF SUPPLIES BY SEA (APR 2014)

(Applicable to purchase orders for commercial items that where C&D Technologies, Inc. is reselling or distributing to the Government without adding value, where items are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations, or items are commissary or exchange cargoes transported outside the Defense Transportation System).

\_\_\_\_\_ 252.247-7024, NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA

(MAR 2000) (Applicable to purchase orders for commercial items where C&D Technologies, Inc. is reselling or distributing to the Government without adding value, where items are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations, or items are commissary or exchange cargoes transported outside the Defense Transportation System).

\_\_\_\_\_ 252.249-7002, NOTICE OF ANTICIPATED CONTRACT TERMINATION OR

REDUCTION (OCT 2015) (If C&D Technologies, Inc.'s customer has provided notice to C&D Technologies, Inc. that contract funding will be terminated or substantially reduced, C&D Technologies, Inc. will notify Suppliers with purchase orders exceeding \$700,000 and require these Suppliers to provide notice to its subcontractors with agreements or contracts exceeding \$150,000).