

HUSCO TERMS AND CONDITIONS OF PURCHASE

The following should appear on the front of the request for quotation and purchase order, in a conspicuous location near the bottom:

THE HUSCO TERMS AND CONDITIONS OF PURCHASE, ACCESSIBLE AT <https://husco.com/legal/> ARE AN INTEGRAL PART OF THIS AGREEMENT AND ARE INCORPORATED HEREIN BY REFERENCE. HUSCO'S WILLINGNESS TO PURCHASE FROM SELLER IS EXPRESSLY CONDITIONED UPON SELLER'S ASSENT TO, AND WILLINGNESS TO BE BOUND BY, THE HUSCO TERMS AND CONDITIONS OF PURCHASE.

HUSCO Terms & Conditions of Purchase

1. Terms and Conditions. These HUSCO Terms and Conditions of Purchase (these “Terms”), together with the email, request for quotation, purchase order, service order, or similar item issued by HUSCO International, Inc. or its direct or indirect affiliate (the individual applicable entity, “Buyer”) and referencing these Terms (each and together with these Terms, an “Order”), are intended by Buyer and the seller (“Seller”) of the goods and services identified in an Order (collectively, the “Products”) to be the conclusive expression of their agreement as it relates to the matters contained in these Terms and/or the applicable Order, and are intended also as a complete and exclusive statement of the terms and conditions thereof. AN ORDER MAY BE CONSTRUED AS AN OFFER, A SOLICITATION FOR OFFERS, OR AN ACCEPTANCE OF AN OFFER. IF AN ORDER IS CONSTRUED AS AN OFFER, IT EXPRESSLY LIMITS ACCEPTANCE BY SELLER TO THE TERMS OF THIS OFFER AND CONSTITUTES NOTICE OF OBJECTION TO ANY ADDITIONAL OR DIFFERENT TERMS IN THE ACCEPTANCE. IF AN ORDER IS CONSTRUED AS A SOLICITATION FOR OFFERS, ALL OFFERS AND ANY RESULTING ORDERS OR AGREEMENTS ARE EXPRESSLY AND EXCLUSIVELY GOVERNED BY THESE TERMS. IF AN ORDER IS CONSTRUED AS AN ACCEPTANCE, IT IS EXPRESSLY CONDITIONED ON SELLER’S ASSENT TO ANY ADDITIONAL OR DIFFERENT TERMS CONTAINED HEREIN. Buyer’s electronic transmission of an Order shall have the same legal force and effect as Buyer’s manual execution of an Order, and Seller’s electronic acknowledgement of an Order, through e- mail response or other means manifesting acknowledgement of acceptance of the Order, shall have the same legal force and effect as Seller’s manual execution of an Order. No course of dealing, usage of trade or course of performance or other action by Buyer shall be construed as acceptance of any additional or different terms than the terms provided herein. If there is a discrepancy or conflict between any exhibit or supplement to an Order and these Terms, these Terms shall control unless otherwise expressly agreed to in writing hand-executed by Buyer and specifically referencing these Terms. Buyer may revoke this offer at any time prior to acceptance by Seller.

2. Acceptance. With respect to any Order that is a solicitation of offers (including without limitation any requests for quotations), such an Order will not be accepted by Buyer and no contract shall exist between Buyer and Seller with respect to such an Order unless and until Buyer expressly accepts such Order and agrees to purchase the Products thereunder in writing. With respect to an Order that is an offer, commencement of delivery or other indications of acceptance by Seller will result in a firm contract containing these Terms. Buyer’s performance is conditional upon Seller’s agreement to these Terms; if any of these terms and conditions are not acceptable to Seller, Seller must notify Buyer promptly. If Buyer does not receive Seller’s written objection to these Terms within ten (10) days after Seller receives the applicable Order from Buyer, or if Seller performs or delivers any Products, these Terms will be deemed irrevocably accepted by Seller. NOTWITHSTANDING THE CONTENTS OF ANY FORM FROM SELLER, THE ONLY EFFECT THEREOF WILL BE TO ACCEPT THE ORDER PURSUANT TO THESE TERMS. ANY PROVISION OF ANY FORM OR OTHER WRITING INCONSISTENT WITH THESE TERMS WILL NOT CONSTITUTE A PART OF THE CONTRACT. NO ONLINE OR ELECTRONIC TERMS OR CONDITIONS OF SELLER, ITS REPRESENTATIVES OR AFFILIATES WILL BE BINDING UPON BUYER EVEN THOUGH SUCH TERMS WERE “ACCEPTED” IN ORDER TO ACCESS OR USE A SYSTEM, INCLUDING BUT NOT LIMITED TO AN ORDER ENTRY SYSTEM. IN NO EVENT WILL BUYER BE DEEMED TO HAVE WAIVED ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND (INCLUDING

WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR THOSE ARISING FROM ANY COURSE OF DEALING OR USAGE OF TRADE) UNLESS SUCH WAIVER IS EXPRESSLY SET FORTH IN A WRITING HAND-SIGNED BY BUYER. The failure of Buyer to object to provisions contained in any acknowledgement or communication from Seller will not be construed as an acceptance of any such provision or as a waiver of these Terms. Without limiting the foregoing, Buyer expressly objects to all additional or contradictory terms specified or referenced in any other quote, email, acknowledgement, purchase order, confirmation, or other document supplied by Seller pertaining to the Products, including without limitation those terms and conditions regarding warranty, liability, and indemnity. No modification of any term or condition will be valid or binding upon Buyer unless approved by Buyer in a writing hand-signed by Buyer. Unless Buyer expressly indicates otherwise in such hand-signed writing, such modification is effective only in that instance and only for the purpose for which it is made and is not to be construed as a modification on any future occasion or of any other order or agreement. Clerical and stenographic errors are subject to correction by Buyer.

3. Non-Exclusivity. Nothing herein will be deemed to create an exclusive relationship between the parties. Buyer has the absolute right to purchase goods and services, including the Products, from sources other than Seller.

4. Termination for Convenience. Buyer reserves the right to terminate all or any part of an Order for its sole convenience. In the event of a termination by Buyer pursuant to this Section without cause, Seller shall immediately stop all work and shall immediately cause its suppliers or subcontractors to cease such work. Seller shall be paid a reasonable termination charge reflecting the actual direct out of pocket costs reasonably incurred by Seller in its performance of the Order prior to Buyer's notice of termination, provided that in no event shall such expenses exceed the purchase price set forth in the Order. In no event shall Buyer be liable for loss of profit or for any work performed by or on behalf of Seller after receipt of the termination notice, or for any costs incurred which reasonably could have been avoided. Any claims under this section must be asserted in writing in detail within thirty (30) days of receipt of Buyer's termination notice, together with appropriate receipts and other documentation requested by Buyer.

5. Termination for Cause. Buyer may cancel an Order without penalty: (a) if Seller fails to comply with the specifications, terms or conditions of an Order or these Terms; (b) if delivery is delayed beyond the requested delivery date, if any; (c) if Seller files a voluntary petition under any federal or state bankruptcy or insolvency act, an involuntary bankruptcy petition is filed against Seller, or Seller is declared insolvent or has a receiver or trustee appointed for it or its assets, or if Seller makes an assignment for the benefit of creditors or commences proceedings under any state insolvency or similar law; (d) Seller violates (or is subject to government investigation(s) for violating) any of the Anti-Corruption Laws, Anti-Money Laundering Laws, Export Control Laws, or Customs Laws and FTAs described below; or (e) Buyer encounters any labor disputes, governmental orders or actions (including, without limitation, changes in Export Control Laws or the impositions or other restrictive international tax or trade measures), unavailability of transportation, fires, floods, breakdowns of essential machinery, accidents or other cause beyond its control which affects its ability to receive and use the Products ordered. In the event that Buyer cancels an Order pursuant to this Section 5, Seller shall be liable for all damages, including incidental and consequential damages, and reasonable attorneys' fees, directly or indirectly arising from Seller's default. These remedies shall be in addition to Buyer's other legal rights in law or equity.

6. Changes. Buyer may, effective upon notice to Seller, make changes to Buyer's designs, drawings, materials, manufacturing process or location, packaging, testing, time and place of delivery, method of transportation, specifications or other terms of an Order at any time prior to shipment of corresponding Products covered by an Order, which changes shall be immediately implemented by Seller. If any such change directly results in an increase or decrease in prices or delivery schedules of Products, then an equitable adjustment shall be made, provided that Seller makes and Buyer accepts a written claim for an adjustment prior to shipment of Products. If the parties are unable to agree upon the amount of the adjustment, Buyer may, without any liability to Seller, terminate an Order as to all Products affected. Seller shall not, without the prior written consent of Buyer, make any changes to the Products, including, but not limited to: (a) the process, materials, procedures or equipment related to manufacture or supply of the Products; and (b) the designs, drawings, or specifications affecting Products. Seller shall notify Buyer of any such request for a change affecting Products prior to shipping or performing any affected Product to or for Buyer. Buyer shall make the determination whether to approve any such request and Buyer's determination shall be final.

7. Discontinuation of Products. Seller shall provide Buyer with at least three hundred sixty five (365) days' prior written notice in the event that Seller discontinues the manufacture of any Product previously purchased by Buyer. Seller shall make Product available to Buyer for service part requirements at the then current production prices under the Order and the same shipping, packaging and other current Order terms for 15 years (or such lesser or greater period as Buyer is required to provide service parts to Buyer's customer) post-production.

8. Quantity; Blanket Orders. Unless a fixed quantity or stated percent of Buyer's requirement is specified in the Order, the Order is for all of Buyer's requirements, meaning that Seller will sell all Buyer's requirements for the Products. Buyer (or in some instances, its customer) may provide Seller with forecasts or estimates of quantity or delivery schedules. Such information are estimates for planning purposes only and are subject to change from time to time and are not binding on Buyer. In the event that an Order states that it is a blanket purchase order, any quantities listed thereon will be estimates only, and Buyer reserves the right to increase or decrease the quantity ordered at any time in its sole discretion. Any such Order will not create any commitment on the part of Buyer to purchase any Products from Seller. With respect to such Orders, Buyer will only be obligated to purchase, and Seller will be obligated to sell, the Work in the quantities and at the times specified in the written order releases or instructions of Buyer or Buyer's authorized agent. Buyer may issue a Schedule to Seller with a breakdown of its requirements for the Products in the ensuing period of up to 12 calendar months. Orders described as "Delivery Authorized" mean that Seller shall transport the Products in accordance with the terms set forth herein. Once an Order is Delivery Authorized a purchase order, line number and release number will be generated which must be on all Seller paperwork and within the ASN. Orders described as "release to production" in the Schedule mean that Seller shall commence the manufacture process but is not permitted to transport. Orders described as "Plan for raw material" mean that Seller shall commence to purchase the raw materials and the Buyer shall be responsible to pay for the Products if Buyer later declines to purchase. Raw material costs shall be fixed once an Order is described as Planned. A Frozen Period is a period for which deliveries of the Products are fixed and which may only be amended by agreement between the parties.

9. Customer Terms. Seller agrees to comply with the applicable terms of any agreements between Buyer and its customer(s), including without limitation customer's purchasing terms and conditions, as necessary for Buyer to meet its obligations to its customer. If Buyer is directed or required by its customer to provide information, adopt policies, certify compliance with standards or laws, or perform similar actions, then Seller shall cooperate and comply with reasonable expediency to such customer requirements as directed and requested by Buyer. Seller agrees to provide Buyer access to any information required to enable Buyer to meet its obligations to its customer. Seller also agrees to have a similar contractual provision with its supply base requiring its supply base to comply with the terms of any agreements between Buyer and its customer(s) as necessary for Buyer to meet its obligations to its customer and to allow Buyer access to any such information to enable Buyer to meet its obligations to its customer.

10. Directed Supply. If Buyer's customer directed Seller as a source of the Product: (a) Buyer will pay Seller for the Product only following and to the extent of Buyer's actual receipt of payment from that customer for those goods in which the specific Product is incorporated; (b) Seller will notify Buyer in writing and will immediately adjust its invoices to reflect any price reduction agreed to between Seller and the customer, provided that no change will be binding on Buyer without Buyer's specific written consent; and (c) if requested by Buyer or Buyer's customer, Seller will enter into a commercially reasonable three-party agreement with Buyer and its customer specifying the respective roles and responsibilities of Buyer, Seller and customer.

11. Delivery. Seller shall cause timely delivery of the proper quantity of Products specified in an Order. Seller will comply with Buyer's packing, transporting, storing, labelling, documentation, and all other packaging and delivery requirements as provided in Buyer's policy and quality and similar instructions. If Seller has not received such information from Buyer, Seller agrees that it is Seller's responsibility to request the appropriate information from Buyer. Time is of the essence with respect to Seller's obligations hereunder. If delivery of Products is not completed by the specified delivery date, Buyer reserves the right, in addition to its other rights, to return Products or terminate all or part of an Order and charge Seller with all costs, expenses and damages associated with such return or termination. Seller shall include a packing slip in a waterproof envelope secured to package on all shipments. Seller shall pack all Products in accordance with any instructions provided by Buyer and in accordance with good commercial practices to ensure that no damage results from weather or transportation. The packing slip must include, but not be limited to, the following information: Order number, Order date, name and address of the Seller, name and address of shipper (if different from the Seller), a detailed description of the Products, Product model numbers, bar code labels, total number of boxes, unit price of each Product, value of any additions to the price paid or payable, and total invoice price. Seller must display the complete Order number and Product part number on the outside of each delivered package or box. Seller shall strictly comply with Buyer's delivery instructions contained on an Order. If no delivery instructions are stated, prices charged to Buyer for goods are for delivery in accordance with 2020 Incoterms DDP to Buyer's premises, and all charges for taxes, storage, packing, and handling are included in the purchase price and shall be paid by Seller. Without limiting the foregoing, Seller shall at all times be the importer of record and is responsible for arranging for and paying for shipment of the Products to Buyer's specified premises. Risk of loss shall be upon Seller until delivery to Buyer's facility or other designated location and acceptance after inspection by Buyer. In the absence of specific routing instructions, shipments are to be routed "Best Way". No charges for blocking, boxing, crating, dunnage, cartage, drayage or packaging will be allowed without the specific prior written approval of Buyer. Seller shall ensure that Product packaging and protection are suitable to keep the Products and all parts in good condition for the rigors of logistics handling as well as the time associated with

logistics, plus three (3) months of Buyer's storage. Buyer, at its option, may return to Seller Products delivered earlier than the date specified on the Order, at Seller's sole risk and expense and/or withhold payment until the otherwise applicable payment period. The quantity of any goods that are delivered as part of the Products may not be greater or less than the amount specified in the applicable Order unless otherwise agreed to by Buyer in writing. Buyer, at its option, may return overshipments to Seller at Seller's expense. If Buyer so returns Products in either case, Seller's account shall be debited for the total amount or portion of any invoices (including shipping and freight expenses and taxes, if applicable), paid thereon.

12. Customs. All customs fees, import duties, cargo insurance, taxes and other charges imposed on or relating to the purchase or sale of the Products shall be paid by Seller, and prices include all commercial export packaging. Transferable benefits associated with Products purchased, including trade credits, export credits, or rights to the refund of duties, taxes, or fees, belong to Buyer unless otherwise prohibited by applicable law. Seller will provide Buyer with all information and records relating to the Product necessary for Buyer to (i) receive these benefits, credits, and rights; (ii) fulfill any customs obligations, origin marking, labeling, or disclosure requirements, and certification or local content reporting requirements; (iii) claim preferential duty treatment under applicable trade preference agreements or regimes; and (iv) participate in any duty deferral or free trade zone programs of the country of import. Seller will obtain all export licenses and authorizations and pay all export taxes, duties, and fees.

13. Prices and Payment. Seller shall sell to Buyer the Products shown on the face of an Order at the prices specified. Seller may not raise the price for Product at any time for any reason including but not limited to raw material, freight, and labor cost increases. Except as otherwise provided in an Order, such prices are inclusive of any and all other charges for the Products (including, but not limited to, any charges for freight, boxing, packing, cartage or other additional charges). Unless otherwise specified on the face of an Order, the prices herein include all applicable foreign, federal, state, provincial, local, and other taxes, customs, duties, costs, tariffs, surcharges and fees of every kind and nature, including, without limitation, sales and use taxes. Under no circumstances shall Seller increase the prices or pass through any additional costs, charges, expenses, fees or surcharges of any kind or nature whatsoever. Without limiting the foregoing, in the event of any imposition or increase of tariffs or similar trade-related charges by any governmental authority, Seller shall bear all such additional costs without adjustment to the prices herein, and Buyer shall have no obligation to reimburse or share in any such costs. Seller warrants that the prices are not in excess of the lowest prices charged by Seller to other customers for similar Products. If the Seller reduces its price to third parties, the Seller will correspondingly reduce the price charged to Buyer. Seller's invoice shall include Buyer's Order number, and shall include the Products' packing slip reference or number wherever possible. Seller shall not make partial shipments under any Order without Buyer's prior written approval. If partial shipments of Products are permitted by Buyer to be made, Seller must render separate invoices for each shipment, and payment for Products by Buyer shall be due sixty (60) days after Buyer's acceptance of the final shipment of Products delivered pursuant to the applicable Order. Payment by Buyer will not constitute acceptance of Products, nor impair Buyer's right to inspect Products, or invoke any of its remedies.

14. Setoff. Buyer may set off and deduct from Seller's invoices any monies owed to Buyer or its affiliates by Seller or its affiliates. In addition, Buyer may set off any amount due Seller or its affiliates, whether or not under any Order, against an amount sufficient to protect Buyer from all claims, losses, damages and expenses arising from Seller's breach of an Order or other acts or

omissions. Seller may not set off any amount due from Buyer, whether or not under these Terms or any Order, against any amount due Buyer without Buyer's prior written consent.

15. Inspection and Acceptance. All Products shall be received subject to Buyer's inspection and testing from time to time at all reasonable times and places, including without limitation during the period of manufacture, and in any event prior to acceptance. Buyer shall have a reasonable time to inspect the Products after arrival at their destination, but in no event less than thirty (30) days. Upon notice, Buyer may make inspection visit(s) at the site where the Products are being designed or manufactured, or services are being performed. If Buyer determines that part of the Products are not in accordance with Buyer's instructions, specifications, drawings, and data or Seller's warranties (express and implied), or otherwise unsatisfactory to Buyer in its reasonable discretion, Buyer has the right to (a) reject any such Products and cancel any unshipped portion of the applicable Order without charge or expense to Buyer, and Seller shall reimburse Buyer for any amounts paid by Buyer on account of the purchase price of such rejected Products, and Seller shall immediately reimburse Buyer for any damages incurred by Buyer in connection with Seller's provision of such defective Products, or (b) require Seller to immediately replace all rejected goods at no extra cost to Buyer, re-perform any rejected services in a manner acceptable to Buyer, and reimburse Buyer for any damages incurred by Buyer in connection with Seller's provision of such defective Products. Products rejected or those which are supplied in excess of quantities called for herein may be returned to Seller at Seller's expense and risk of loss. Payment for the Products prior to inspection shall not constitute acceptance thereof, and shall be made without prejudice to any and all claims that Buyer may have against Seller. In the event the Products must be installed, tested, inspected or assembled prior to commercial use, they shall not be deemed finally accepted until such installation, testing, inspection or assembly, as the case may be, indicates that the Products are in accordance with specifications and are operating properly. Nothing contained in an Order shall relieve Seller from its obligations of testing, acceptance and quality control. Seller will bear all risk of loss and will be responsible for any and all loss or damage to the Products until Buyer's acceptance of the Products, at which point title to the Products will pass to Buyer. Buyer may inspect during regular business hours Seller's facilities where the Products are made or performed. No inspection by Buyer or failure to inspect by Buyer will reduce or alter Seller's obligations under the Order and will not impair or waive Buyer's rights or remedies.

16. Inspection of Facility. Upon reasonable notice to Seller, as determined by Buyer, Buyer (or a third-party designee) may enter Seller's facility, or any facility of Seller's subcontractors, at any time to inspect the facility, Product, materials, process, and any of Buyer's property related to an Order. If Buyer requests, Seller shall allow Buyer to conduct or participate in testing at Seller's premises for the purpose of evaluating Seller's performance under an Order. Buyer's inspection does not relieve Seller of any of its responsibilities or warranties. Seller's contract with its subcontractors shall ensure Buyer's access rights consist with this section. "Subcontractor" means any third-party providing goods or services, (whether direct or indirect) to Seller in connection with Seller's performance of an Order. For clarity, Subcontractors include, when relevant to the context, materialmen, toolmakers, mold-makers and professional and expert advisors.

17. Audit. Upon reasonable notice to Seller, either Buyer or its customers (or a third party designee) may audit Seller's production facility, Products, process, and any other Buyer property (including all pertinent documents, data and other information) related to an Order for the purpose of verifying Seller's costs and its compliance with its obligations under an Order. Seller shall provide, without additional charge, all reasonable facilities and assistance.

18. Financial Review. Upon reasonable notice to Seller, Buyer (or a third-party designee) may review the financial condition of Seller and its affiliates. Seller will fully cooperate in such review and will promptly provide copies of or access to requested documents, including without limitation financial records and statements, forecasts, business plans, banking contacts and loan documents, and will make its financial managers available for discussions during reasonable business hours. Buyer and any designated third party will keep confidential any nonpublic information about Seller obtained in a financial review and use such information only for purposes of the review, except as needed to enforce the Order. If the Seller is a publicly traded company, it will comply with applicable laws and the rules of the appropriate stock exchanges regarding the disclosure of financial information.

19. Records Retention. The Seller will keep all relevant documents, data, and other written information for fifteen (15) years (or for such longer time period as is required by law) following the later of the last delivery of the Products or the date of the final payment to the Seller under the Order.

20. Buyer's Discretion. Buyer's right to conduct any inspection, audit or review is at its sole discretion. Buyer has no obligation to Seller to conduct any inspection, audit or review and Buyer's decisions as to whether, how and when to conduct any inspection, audit or review does not modify or relieve Seller of any obligations under the Order, does not give rise to any liability of Buyer to Seller and is without prejudice to any rights or remedies available to Buyer.

21. Proprietary Information; Confidentiality. All non-public, confidential or proprietary information (whether or not marked, designated, or otherwise identified as "confidential") of Buyer and Buyer's affiliates, customers, and suppliers furnished by Buyer or any other person acting on behalf of Buyer and all such information learned or observed about Buyer or its operations through performing an Order is confidential and Seller shall not disclose any such information to any other person, or use such information for any purpose other than performing an Order without Buyer's express written consent. All information in tangible form, including drawings, samples, models, specifications, or other documents provided by Buyer or prepared by Seller for Buyer shall be returned to Buyer promptly upon request. Seller shall not publicize the fact that Buyer has contracted to purchase Products from Seller, nor shall any information relating to an Order be disclosed without Buyer's written consent. Seller shall not disclose or use Buyer's name in any general advertising, nor disclose that Buyer is a client of Seller, without Buyer's prior written consent. Unless otherwise agreed in writing, no information disclosed by Seller to Buyer shall be deemed confidential and Seller shall have no rights against Buyer with respect to Buyer's use thereof. Buyer is entitled to injunctive relief for any violation of this Section without the necessity of proving damages or posting bond. This Section does not apply to information that is lawfully obtained by Seller on a non-confidential basis from a third party without confidentiality obligations in regards to such information. The provisions of this Section shall survive any expiration, termination, or fulfillment of any Order or any other agreement between the parties.

22. Representations and Warranties. In addition to all warranties prescribed by law, Seller specifically represents, warrants, and guarantees that: (a) all Products shall conform strictly to the designs, specifications, tolerances, descriptions (whether oral or written, including on Seller's website or catalog), drawings, samples and other requirements referred to in an Order or provided by Buyer or otherwise made available to Seller; (b) all Products shall be merchantable and free from defects in design, materials and workmanship; (c) all Products shall be fit and safe for their intended purpose, provided that Seller will have the burden of proving that Seller was unaware of Buyer's intended purpose and, absent such proof, Seller will be deemed to have known Buyer's

intent to use the Products in the manner Buyer actually uses the Products; (d) all Products shall be free from liens, encumbrances, and other claims against title; (e) Seller will have good and marketable title to all goods included in the Products prior to delivering the Products to Buyer; (f) all Products shall be new and not contain any used or reconditioned parts or materials, except to the extent specifically agreed to by Buyer in writing prior to delivery of the Products; (g) all Products shall be approved by licensed professionals in the event professional design work is involved; (h) all Products shall include all Material Safety Data Sheets (MSDS), operation, testing, service and maintenance manuals, instructions, warnings, software (including source code) and documentation; (i) to the extent any of the Products require calibration, such calibration shall be performed by qualified personnel using equipment calibrated against a national or international standard as part of a calibration system approved by Buyer in advance; (j) each of Seller's employees, agents, or representatives assigned to provide services under an Order or these Terms will have the proper skill, training, and background to perform such services in a competent and professional manner; (k) all services included in the Products will be performed in a timely, workmanlike, competent, and professional manner and in accordance with the highest industry standards and practices; (l) all Products will comply with all applicable federal, state and local laws, regulations, orders, and ordinances; and (m) the Products and Buyer's authorized use thereof will not infringe or misappropriate, or contribute to the infringement or misappropriation of, any patents, copyrights, trademarks, trade names, or other intellectual property or proprietary rights. Seller also represents and warrants that it shall obtain and assign or otherwise provide to Buyer the benefits of warranties and guarantees provided by manufacturers or suppliers of material or equipment included or incorporated into the Products or services, and shall perform its responsibilities so that such warranties or guarantees remain in full effect. Seller further represents and warrants that there will be no changes to processes, sub-suppliers, materials, procedures or equipment without Buyer's prior written consent. Seller agrees to promptly, at Buyer's option, refund the purchase price of, replace or otherwise correct, without expense to Buyer, any of the Products or services which do not conform to the foregoing warranties. In the event that Seller fails to promptly make such refund, replacement or correction, Buyer may cause such replacement or correction to be made and charge Seller for all expenses associated therewith. The foregoing warranties and remedies shall be in addition to any warranties or remedies provided by law and shall survive inspection, test, acceptance and payment. All of Seller's warranties shall run to Buyer, Buyer's successors, assigns and users of the Products and customers, such customers to include but not be limited to users of Buyer's products that contain, incorporate or embody the Products. In addition, Buyer may: (i) require Seller to implement at Seller's expense containment, inspection, sorting, and other quality assurance procedures if Buyer reasonably determines (through statistical sampling or other quality assessments) that a substantial quantity of incoming Products do not conform to the warranties in this Section; and (ii) require Seller to reimburse Buyer for any reasonable, direct costs incurred in the repair or replacement of defective Product that had been installed during production of any other product. To the full extent possible, Buyer will provide Seller with access to any available warranty data and other information related to the non-conforming Product and any available field-returned Product. Buyer will also provide Seller with an opportunity to participate in any root-cause analysis performed by Buyer concerning the Products. Each Party will provide prompt notice to the other as soon as possible after it determines that a material non-conformity exists.

23. Recall. If a recall (a "Recall") is required by applicable law or governmental authority or if Seller or Buyer reasonably determines that a recall is advisable, then Seller will be liable for costs and damages resulting from a Recall if the Recall results in whole or in part from a failure of the Product to conform to the warranties set forth herein during the warranty period specified. If Seller

is liable for a Recall, the extent of Seller's liability will be based on: (i) a good-faith allocation of responsibility for the defect or non-compliance that resulted in the Recall; (ii) the reasonableness of the costs and damages incurred; (ii) the quantity purchased and price of the affected Product; and (iv) other relevant factors.

24. Indemnification. Seller's indemnification obligations hereunder shall not lessen or diminish any of Seller's other responsibilities pursuant to an Order, including, but not limited to, Seller's warranty obligations. SELLER SHALL DEFEND, INDEMNIFY, AND HOLD BUYER, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, DIRECT OR INDIRECT CUSTOMERS AND USERS, SUCCESSORS, AND ASSIGNS HARMLESS AGAINST ANY CLAIMS, DEMANDS, ACTIONS, PROCEEDINGS, LIABILITIES, LOSSES (ECONOMIC OR OTHERWISE), OR EXPENSES WHATSOEVER, INCLUDING ALL ATTORNEYS' FEES, ARISING FROM OR RELATED TO ANY ACTUAL OR ALLEGED (A) DEFECT IN THE PRODUCTS, (B) FAILURE TO COMPLY WITH SPECIFICATIONS IN AN ORDER OR WITH THE EXPRESS AND IMPLIED WARRANTIES OF SELLER, OR ANY OF THESE TERMS OR TERMS OF ANY ORDER, (C) ACT OR OMISSION OF SELLER OR ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS RELATED TO THE PROVISION, SALE OR USE OF THE PRODUCTS OR SELLER'S PERFORMANCE OF ITS OBLIGATIONS UNDER ANY ORDER, (D) VIOLATION BY THE PRODUCTS, OR IN THE PROVISION, MANUFACTURE, SALE, OR USE OF THE PRODUCTS, OF ANY STATUTE, ORDINANCE OR ADMINISTRATIVE ORDER, RULE, REGULATION, OR ORDINANCE, OR (E) INFRINGEMENT BY ANY PRODUCT OF ANY PATENT, TRADEMARK, OR OTHER TRADE DESIGNATION, TRADE SECRET, COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHT, WHICH RIGHT WAS IN EFFECT AT THE TIME SELLER ACCEPTED THE APPLICABLE ORDER (OTHER THAN INFRINGEMENT CAUSED SOLELY BY SPECIFICATIONS PROVIDED BY BUYER). If any claim, demand, action, or proceeding is commenced against Buyer by reason of any of the above matters, Buyer shall give Seller notice thereof in writing; provided, however, that any failure by Buyer to give such notice will only relieve Seller of liability if and only to the extent that Seller is directly and materially prejudiced thereby. Buyer shall have the right to employ, at Seller's expense, counsel on its own behalf, and shall have the right to participate in the defense of any such suit.

25. Rights in Data. "Buyer Data" means all data and information: (i) provided to Seller by or on behalf of the Buyer or any Buyer Affiliate; (ii) obtained, developed or produced by Seller in connection with the Order; or (iii) to which Seller has access in connection with the provision of the Products. "Buyer Affiliate" means an entity that controls, is controlled by or is under common control with Buyer. All Buyer Data created, collected, generated, stored, transmitted, or otherwise processed is and will remain the property of Buyer. Seller agrees that it shall have no rights in or to such Buyer Data except as expressly set forth in the Order. Further, Seller agrees that Buyer will own all derivative works of Buyer Data created by Seller but not containing Seller's previously owned proprietary information. Seller has a limited, non-exclusive, non-transferable, royalty free and revocable license to access, copy, and use the Buyer Data solely for the performance of the Order.

26. Intellectual Property Rights. "Intellectual Property Rights" means trademarks, trade dress, patents, copyrights, trade secrets, and industrial design rights. The Seller may use the Intellectual Property Rights of the Buyer only with the express written consent of Buyer and only for the supply of the Products to the Buyer. "Background Intellectual Property Rights" means any Intellectual Property Rights of either Buyer or Seller relating to the goods or services contracted (i) existing prior

to the effective date of this Order or prior to the date Buyer and Seller began any technical cooperation relating to the goods or services contracted, whichever is earlier, or (ii) that each party acquires or develops after these dates but in a strictly independent manner and entirely outside of any work conducted under the Order. Buyer and Seller each retain ownership of their respective Background Intellectual Property Rights. “Foreground Intellectual Property Rights” means any Intellectual Property Rights, except Background Intellectual Property Rights, developed by either Buyer or Seller during the course of the Order that relate to the Products. Buyer is the owner of all Foreground Intellectual Property. “Technical Information” means engineering, package and installation drawings, specifications, testing protocols and results, documents, data and other information relating to the Products. “Inventions” means (i) any invention or any experimental, development or research activities, including engineering related thereto, whether or not patentable, (ii) any reduction to practice of any subject matter, application or discovery which could be patented or copyrighted, or (iii) any improvement in the design of the Product or any alternative or improved method of accomplishing the objectives of the Order. If Seller, or any person employed by or working under the direction of Seller, in the performance of the Order conceives or first reduces to practice an Invention, it shall be owned by Buyer and be deemed confidential and proprietary property of Buyer, whether such Inventions or any portions thereof can be copyrighted or patented or not. Seller shall immediately disclose all Inventions to Buyer and shall cooperate (and cause its employees to cooperate) in executing any documents and taking any other actions necessary or convenient to patent, copyright, assign to the Buyer or otherwise perfect or protect such Inventions for the benefit of Buyer.

27. Work Made for Hire. Any work of authorship created by Seller or Seller’s employees under the Order will be considered as a “work made for hire” and all copyrights for such works of authorship will belong to Buyer by operation of law. In the event that any work of authorship or portion thereof created by Seller under the Order does not qualify as a “work made for hire,” Seller hereby assigns to Buyer all right, title, and interest in all copyrights and moral rights therein. If Seller has failed to previously secure ownership of all copyrights in any such work of authorship or portion thereof, Seller will obtain title and assign all copyrights and moral rights in such work to Buyer.

28. Use of Technical Information. Seller will provide Buyer with all Technical Information required by the Buyer to install, assemble, and otherwise use the Products.

29. License. Seller hereby grants to Buyer, its subsidiaries and affiliates, and their respective successors and assigns, and Buyer hereby accepts, a non-exclusive, irrevocable, royalty-free, fully paid up worldwide license, including the right to sublicense to others in connection with providing the Products to Buyer or the customer, to: (i) any Intellectual Property Rights owned or controlled by Seller or its affiliates, and relating to the Product, to make, have made, repair, reconstruct, rebuild, relocate, use, sell and import the Product, and (ii) any works of authorship fixed in any tangible medium of expression (including drawings, prints, manuals and specifications) furnished by Seller in the course of Seller’s activity under the order, to reproduce, distribute and display such works and to prepare derivative works based thereon, subject to the other provisions of under the Order (all items in clauses (i) and (ii) above, collectively, “Seller’s Intellectual Property”, and such license in respect thereof, the “License”). Seller acknowledges and understands that the License shall be effective from the first date of delivery of the Product under the Order and extend for so long as Buyer has contractual obligations to the customer. The License is intended to be subject to 11 USC Section 365(n), as an executory agreement under which Buyer has license rights to Seller’s Intellectual Property and is supplementary to any other rights of Buyer under the Order and any other agreement with Seller.

30. Exclusive Rights. Seller shall not manufacture or provide, or offer to manufacture or provide, any goods or services that are based in whole or in part upon Inventions, Buyer Confidential Information or Buyer intellectual property, whether for its own purposes (other than to satisfy its obligations under the Order), for the customer or any other third parties, without Buyer's prior written consent.

31. Intellectual Property Rights of Third Parties. Without prejudice to Buyer's right to terminate the Order and right to damages, indemnity or any other remedy, should Buyer be required to cease the use of all or part of the Inventions and/or Products, or reasonably conclude that ceasing use is prudent to mitigate the risk infringing the rights of any third party, Seller undertakes to at its sole expense and at Buyer's sole discretion, (i) obtain from the relevant third party a right of use for the Inventions and/or the Products for, Buyer and/or the Customer; or (ii) subject to Buyer's written approval, not to be unreasonably withheld, replace or modify the Products within a reasonable time period only to the extent necessary to cease any infringement of the third party's Intellectual Property Rights.

32. Trademarks. Buyer warrants that all of the trademarks Buyer requests Seller to affix to the Products are owned or authorized for use by Buyer. Seller will not acquire and shall not claim any rights, title, or interest in such trademarks or use any such trademarks on any articles produced for or provided to anyone other than Buyer. Any goods included in the Products that are peculiar to Buyer's design, either as an assembly or component part of any assembly, as well as any Products bearing any trademark or identification mark of Buyer, may not bear any trademark or other designation of Seller or a third party.

33. Enterprise Cybersecurity. Seller must: (i) maintain reasonable, risk-based cybersecurity programs, supported by appropriate technical and operational measures including policies and procedures, to protect the confidentiality, integrity, and availability of confidential information of Buyer and Buyer Data, prevent disruption of the production or delivery of Products, and respond in a timely and effective manner to any cybersecurity incident that may compromise any confidential information of Buyer and Buyer Data or disrupt production or delivery of Product; (ii) promptly, but no less than 24 hours subsequent to Seller's first knowledge of the incident, notify Buyer of any attempted or actual unauthorized possession, access, use, or knowledge of Buyer's confidential information and Buyer Data by any person or entity that may become known or suspected by Seller; (iii) promptly furnish all known details of the attempted or actual unauthorized possession, access, use, or knowledge; (iv) take commercially reasonable measures to investigate, remediate or prevent the recurrence of any incursion or attempted or actual unauthorized possession, access, use, or knowledge of confidential information of Buyer and Buyer Data; and (v) upon request, at Seller's expense, demonstrate compliance through a third-party audit or other reasonable measure agreed upon by Buyer.

34. Product Cybersecurity. Seller must maintain a risk-based program, supported by appropriate technical and operational measures including policies and procedures, to ensure the cybersecurity of any Product that include software, hardware, or other electrical components. Seller's Product cybersecurity program must provide for security by design, vulnerability management, governance, and any other elements identified by Buyer in a manner consistent with industry best practices, including but not limited to ISO/SAE 21434.

35. No Personal Data. No personal data protected under all applicable laws is or will be disclosed or processed by Seller.

36. Insurance. Seller shall, at its own expense, maintain and carry insurance in full force and effect in accordance with the requirements posted on Buyer's website or otherwise provided by Buyer from time to time; Seller shall annually provide Buyer a certificate of insurance evidencing compliance with such requirements. If Buyer fails to provide Seller with applicable requirements, Seller shall at all times maintain insurance in at least the following amounts: general liability insurance of \$2,000,000 per occurrence and \$5,000,000 in the aggregate; umbrella/excess liability insurance of \$1,000,000; employer's liability insurance of \$1,000,000; and any statutorily required worker's compensation insurance. Such policies will name Buyer as an additional insured thereunder; be primary and not excess over or contributory with any other valid, applicable, and collectible insurance in force for or maintained by Buyer; and provide that the insurer will give Buyer thirty days prior written notice of cancellation or material change in coverage. Under no circumstances will Buyer be required to provide additional insured status to Seller, nor will Buyer's insurer be required to waive subrogation rights against Seller or Seller's insurer. Buyer may maintain insurance in such types and amounts as Buyer may deem appropriate, in Buyer's sole discretion. Seller will be financially responsible for any of Seller's premiums, deductibles, retentions, self-insurance, co-insurance, uninsured amounts, or any amounts in excess of policy limits.

37. Material Furnished. With respect to any tooling, jigs, dies, gauges, fixtures, molds, patterns, supplies, materials, equipment, property, designs, drawings, sketches, patterns, tools, equipment, special appliances, software, plans, documents, models, interfaces, and data ("Equipment") (1) furnished by or on behalf of Buyer or (2) paid for directly or indirectly (including as part of the purchase price, whether or not specifically itemized) (in either case, "Buyer-Furnished Property") in connection with these Terms and/or an Order, Seller agrees: (a) not to substitute any other Buyer-Furnished Property in such fabrication or make process changes without Buyer's written consent, (b) that title to such Buyer-Furnished Property shall not be affected by incorporation in or attachment to any other property, and (c) to state and warrant on its invoice for final parts that "All Buyer-Furnished Property on this contract (except that which became normal industrial waste or was replaced at Seller's expense) has been returned in the form of parts and unused material." Proceeds of scrap salvage shall accrue to the benefit of Buyer and will result in a reduction of the prices stated in the applicable Order. Any such material scrapped because of defective workmanship of Seller shall be replaced or paid for by Seller. Seller shall not disclose to any third party, or use, reproduce, or appropriate any Buyer-Furnished Property, nor will Seller use the same to produce, manufacture or provide more of the Products than is required hereunder. All Buyer-Furnished Property is being provided for use on an "as-is" basis, and Buyer makes no representations or warranties with respect thereto, whether express or implied. Seller agrees that no inaccuracy or inadequacy in Buyer-Furnished Property shall excuse performance not in strict accordance with specifications and that such Buyer-Furnished Property shall be used by Seller at Seller's own risk. Title to Buyer-Furnished Property will remain with Buyer at all times. Seller will, at its expense, maintain the Buyer-Furnished Property in good condition and repair, normal wear and tear excepted, throughout its useful life. Seller will use Buyer-Furnished Property only in connection with its performance under an Order and will not remove Buyer-Furnished Property from Seller's premises without Buyer's written approval. Buyer has no obligation to furnish any Buyer-Furnished Property, and Seller is solely responsible for obtaining and maintaining the tools and equipment necessary for the fulfillment of its obligations hereunder, including all repair and replacement costs associated therewith. Seller will hold Buyer-Furnished Property on a bailment basis and will bear the risk of loss or damage to all Buyer-Furnished Property unless such loss or damage is solely, directly, and proximately caused by Buyer. To the extent permitted by law, Seller waives any lien or similar right it may have with respect to Buyer's Property. Seller will not purchase any Equipment for the account

of Buyer or charge Buyer for any Equipment except as authorized in writing by Buyer. Seller will assign to Buyer contract rights or claims in which Seller has an interest with respect to Buyer-Furnished Property and execute bills of sale, financing statements, or other documents reasonably requested by Buyer to evidence its or its customer's ownership of Buyer-Furnished Property. Seller will indemnify and defend Buyer against claims or liens adverse to Buyer's or its customer's ownership of Buyer-Furnished Property. All Buyer-Furnished Property, together with spoiled and surplus materials, must be returned to Buyer at termination or completion of this Agreement or upon Buyer's demand, whichever occurs first, unless Buyer otherwise directs. Seller will return the requested Buyer-Furnished Property FCA (Incoterms 2020), properly packed and marked in accordance with the requirements of Buyer's carrier. If Seller does not so return the Buyer-Furnished Property, Buyer may, at Seller's cost, (i) obtain an immediate court order for possession, and (ii) enter Seller's premises, with or without legal process, and take immediate possession of the Buyer-Furnished Property. To the extent permitted by law, Seller waives any right to object to Buyer's repossession of Buyer-Furnished Property in a bankruptcy or other proceeding. Any Equipment purchased, furnished, or used by Seller in its performance of its obligations under these Terms and/or an Order that does not become Buyer-Furnished Property under this Section is subject to Buyer's option, at any time and from time to time, to purchase from Seller some or all of such Equipment, and upon the exercise of such option Buyer will become the owner and entitled to possession of the same. The purchase price for such Equipment may not exceed to the initial cost of such Equipment less any accumulated depreciation. Seller shall not sell or otherwise dispose of any such Equipment without the prior written consent of Buyer.

38. Steel Castings. Steel castings shall not be welded without Buyer's consent which if given shall not relieve Seller of Seller's warranty responsibility regarding the Products.

39. Publicity. Seller shall not, without first obtaining the written consent of Buyer, in any manner, advertise or publish the fact that Seller has contracted to furnish Buyer the material herein ordered, or that such material has been supplied, or that Buyer is a customer of Seller.

40. Non-solicitation. For so long as there is any Order in effect between Buyer and Seller and for 12 months thereafter, Seller shall not solicit for employment any employee or contractor of Buyer. Buyer is not to be restricted from soliciting any employee, contractor, or customer of Seller.

41. No Liens. Seller agrees that it shall not file any liens as a result of producing Products or services hereunder and that it shall not permit its subcontractors or other suppliers to file such liens. When requested, Seller shall provide Buyer with lien waivers for itself, its subcontractors and other suppliers in a form satisfactory to Buyer. If a lien is filed, Seller shall cooperate fully with Buyer, at Seller's expense, to cause the lien to be removed.

42. Compliance with Law. Seller will at all times comply with all federal, state, local and foreign laws, rules and regulations applicable to its obligations under an Order and, if applicable, its manufacture of Products. Seller shall furnish to Buyer any information required to enable Buyer to comply with all applicable laws, rules, and regulations in its use of the Products or reasonably requested by Buyer to confirm compliance with such laws, rules and regulations or with the provisions of an Order. Unless the Order is exempted by rules and regulations of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, there is incorporated herein by reference Paragraphs (1) through (8) of the contract clause set forth in Section 202 of Executive Order 11246. Unless an Order is exempted by Rules and Regulations of the Secretary of Labor issued pursuant to Title 41, Chapter 60, Part 60-250 of the Code of Federal Regulations, the

Affirmative Action clause contained in 60-250.4(a)-(m) is incorporated herein by reference relating to Affirmative Action for Veterans. Unless an Order is exempted by Rules and Regulations of the Secretary of Labor issued pursuant to Title 41, Chapter 60, Part 60-741 of the Code of Federal Regulations, the Affirmative Action clause contained in 41 C.F.R. 60-741.5(a), relating to Affirmative Action for Individuals with Disabilities, is incorporated herein by reference. Seller represents and warrants that Seller is and will at all times remain in compliance with all laws administered by the U.S. Treasury Office of Foreign Assets Control or any other governmental entity imposing economic sanctions and trade embargoes (“Economic Sanctions Laws”) against designated countries, entities, and persons (each an “Embargoed Target”). Seller is not an Embargoed Target or subject to any Economic Sanctions Law, and Seller shall not (a) directly or indirectly export, re-export, transship or otherwise deliver any goods, including goods included within the Work, to an Embargoed Target or (b) broker, finance or otherwise facilitate any transaction in violation of any Economic Sanctions Law.

43. Anti-Corruption Laws. Seller shall comply with all applicable anti-bribery, anti-corruption, and recordkeeping requirements imposed under the U.S. Foreign Corrupt Practices Act of 1977, as amended (“FCPA”), the United Kingdom Bribery Act (“UKBA”), and any anti-bribery or anti-corruption laws of similar effect in the jurisdictions where Buyer conducts business (collectively “Anti-Corruption Laws”). Seller acknowledges that these Anti-Corruption Laws may apply to conduct occurring outside the United States and can result in enforcement actions by U.S. Government agencies.

44. Anti-Money Laundering Laws. Seller shall comply with all applicable provisions of the (i) the Currency and Foreign Transactions Reporting Act of 1970 (31 U.S.C. 5311 et. seq., (the Bank Secrecy Act)), as amended by Title III of the USA PATRIOT Act, (ii) the U.S. Trading with the Enemy Act, (iii) U.S. Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (66 Fed. Reg. 49079), any other enabling legislation, executive order or regulations issued pursuant or relating thereto applicable in the jurisdictions where it conducts business (collectively “Anti-Money Laundering Laws”). Seller acknowledges that these Anti-Money Laundering Laws may apply to conduct occurring outside the United States and can result in enforcement actions by U.S. Government agencies.

45. Customs Laws & Free Trade Agreements. Seller shall comply with all applicable laws governing the classification, valuation, origination, and marking of foreign-origin products imported into the United States or the other jurisdictions where it conducts business (collectively “Customs Laws”), as well as any similar requirements imposed under bilateral or multilateral Free Trade Agreements that may apply to its transactions with Buyer (“FTAs”). To the extent that Buyer ever serves as the importer of record for Seller’s products in any jurisdiction (or is otherwise required to file entry documents with customs authorities), Seller shall provide Buyer with any information necessary for Buyer to expedite the relevant entries and comply with any applicable Customs Laws. In such circumstances, Seller shall indemnify Buyer against any fines, penalties, forfeitures, or costs (including applicable attorney’s fees) that may arise from Seller’s failure to provide Buyer with such information.

46. Export Control Laws. Seller shall comply with all applicable economic sanctions, export control laws, and other restrictive trade measures imposed by the United States Government, United Kingdom Government, European Union (“EU”), and United Nations Security Council, and any other jurisdictions where Buyer conducts business (collectively “Export Control Laws”). Illustrative examples include, without limitation, (i) the Export Administration Act of 1979, as amended

(50 U.S.C. app. 2401-2420) and the Export Administration Regulations, 15 C.F.R. §§ 730-774 (“EAR”); (ii) the Arms Export Control Act, 22 U.S.C. § 2778, and the corresponding ITAR; (iii) the economic sanctions laws and regulations enforced by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”), 31 C.F.R. Part 500 et seq., and the U.S. Department of State’s Office of Terrorist Financial and Economic Sanctions Policy; and (iv) all Anti-Boycott laws, regulations, guidelines, and reporting requirements, including those issued under the Export Administration Regulations and Section 999 of the Internal Revenue Service Code Seller acknowledges that these Anti-Money Laundering Laws may apply to conduct occurring outside the United States and can result in enforcement actions by U.S. Government agencies.

47. Import Drawback Rights. This Order includes all related customs duty and import drawback rights, including rights developed by substitution and rights which may be acquired from Seller’s suppliers which Seller can transfer to Buyer. Seller agrees to inform Buyer of the existence of any such rights and upon Buyer’s request provide Buyer with such documents as may be required by the customs authorities of the country of receipt to prove importation and to transfer duty drawback rights to Buyer.

48. Work Performed on Buyer’s Premises. IF ANY WORK UNDER AN ORDER IS TO BE PERFORMED ON BUYER’S PREMISES, SELLER AGREES TO INDEMNIFY BUYER AGAINST ALL DAMAGES, CLAIMS AND EXPENSES ARISING OUT OF SUCH WORK AND BASED UPON PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE AND OTHER MATTERS RELATING TO ANY ACTS OR OMISSIONS OF SELLER, SELLER’S EMPLOYEES OR REPRESENTATIVES. PRIOR TO COMMENCEMENT OF SUCH WORK ON BUYER’S PREMISES, SELLER SHALL FURNISH TO BUYER SATISFACTORY EVIDENCE THAT SELLER AND SELLER’S REPRESENTATIVES HAVE ADEQUATE GENERAL COMMERCIAL LIABILITY, PROPERTY DAMAGE, EMPLOYER’S LIABILITY AND WORKMEN’S COMPENSATION INSURANCE. SELLER AGREES TO PERFORM THE WORK IN ACCORDANCE WITH THE SAFETY AND ENVIRONMENTAL RULES OF BUYER AND APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS.

49. Anticipated Delay. If at anytime Seller has reason to believe that deliveries of Products will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to Buyer. Seller, by giving this notice, is not relieved of any of its obligations under an Order and is still bound to deliver the Products on time.

50. Excuse from Performance. Buyer will be excused from performance under these Terms and any Order if performance is rendered impracticable by any accident, breakdown, riot, war, delay, labor or transportation problem, act of God, or other causes or conditions, whether of like or different nature, that are beyond Buyer’s reasonable control. Under no circumstances will Seller be excused from performance under this Agreement nor will Seller be permitted to increase prices hereunder, including without limitation due to accident, breakdown, riot, war, delay, labor or transportation problems, acts of God, changes in market conditions, raw material shortages, increases in costs, tariffs, trade restrictions, embargoes or other causes or conditions, In the event of Seller’s delay or failure to perform for any reason, in addition to all other remedies available, Buyer may at its option (a) require Seller to procure the Products from other sources or (b) procure some or all of the Products itself from other sources and reduce or terminate (at Buyer’s option) Buyer’s obligation to Seller under the applicable Order, without liability to Seller. At Buyer’s request, Seller shall provide adequate assurances that the delay or failure to perform will not exceed 10 days. If Seller fails to provide such assurances within 3 days of Buyer’s request or fails to perform within

the 10-day period, Buyer may immediately cancel the applicable Order, all other outstanding Orders, and/or these Terms without liability, and Buyer may pursue all remedies available to it against Seller.

51. Governmental Approval. If the articles covered by an Order require approval for the sale or use thereof by governmental statute, rule, regulation, code, ordinance or executive order, whether now or hereinafter in force, Seller certifies it has or will obtain approval of the sale and/or use from the appropriate agency of each of the governmental units requiring same. Upon request, Seller will submit to Buyer a copy of each such approval for sale and/or use.

52. Import Requirements. Upon Buyer's request, Seller shall provide Buyer with an appropriate certification stating the country of origin for the goods sufficient to satisfy the requirements of: (a) the customs authorities of the country of receipt and (b) any applicable export licensing regulations, including those of the United States. Seller shall ensure that all goods are marked (or, if applicable, the container holding the goods is marked) with the country of origin. Seller shall ensure compliance in marking the goods with the requirements of the customs authorities of the country of receipt. Seller shall comply with all other government agency requirements of the country to which the goods are shipped. Failure to comply with import requirements will result in the transfer of financial and legal obligations to Seller. NAFTA Certificate of Origin will be required. The Order includes all related customs, duty and import drawback rights, including rights developed by substitution and rights that may be acquired from Seller's suppliers that Seller may transfer to Buyer. Seller agrees to inform Buyer of the existence of any such rights and, upon Buyer's request, shall provide Buyer with such documents as may be required by the customs authorities of the country of receipt to prove importation and to transfer duty drawback rights to Buyer.

53. Independent Contractor. Seller, its agents and other suppliers, shall at all times be independent contractors and no express or implied representations to the contrary shall be made. Seller shall at all times retain exclusive liability for wages and all employment-related obligations due its employees and shall indemnify Buyer for any liability arising therefrom.

54. Reservation of Rights; Waiver. Buyer explicitly reserves its right to a jury trial, as well as its rights to all remedies available to it under applicable law, including, without limitation, all rights to indirect, incidental, consequential, punitive, exemplary, and special damages. The failure of Buyer to insist upon strict performance of any term or condition contained in these Terms or an Order or the failure to enforce any right or remedy will not be considered a continuing waiver of such term or condition or right or remedy, or any other term or condition, or any of Buyer's rights. In addition, if any term in these Terms or an Order is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination will not affect the remainder of these Terms or such Order, which will remain in full force and effect.

55. Remedies. The rights and remedies reserved to Buyer are cumulative with and in addition to all other legal or equitable remedies. Seller will reimburse Buyer for any and all direct, special, incidental, indirect, punitive, exemplary, and consequential damages (including lost profits, lost fees, lost business, loss of use and costs associated with business interruptions, loss market share, or damage to brand value) caused by Seller's breach of the Order, including without limitation: (i) recall campaigns resulting from nonconforming Product; (ii) inspecting, sorting, storing, reworking, repairing or replacing nonconforming Product; (iii) production interruptions; (iv) personal injury or property damage. Buyer may assert and exercise any right and obtain any remedy available at law or equity. Buyer's damages include without limitation reasonable attorneys' fees and costs, other

professional fees and costs, settlements and judgements incurred by Buyer and other costs associated with Buyer's administrative time, labor and materials.

56. Specific Performance. In any action brought by Buyer to enforce Seller's obligations in connection with the production or delivery of Product or transition support, or for possession of any Buyer property, the parties agree that Buyer does not have an adequate remedy at law and Buyer is entitled to an immediate order for specific performance of Seller's obligations (including related temporary and preliminary injunctive relief).

57. Supplier Code of Conduct. THE HUSCO SUPPLIER CODE OF CONDUCT, ACCESSIBLE AT <https://husco.com/legal/>, IS AN INTEGRAL PART OF THESE HUSCO TERMS AND CONDITIONS OF PURCHASE AND IS INCORPORATED HEREIN BY REFERENCE. BUYER'S WILLINGNESS TO PURCHASE FROM SELLER IS EXPRESSLY CONDITIONED UPON SELLER'S ASSENT TO, AND WILLINGNESS TO BE BOUND BY, THE HUSCO SUPPLIER CODE OF CONDUCT.

58. Electronic Communication. Seller will comply with the method of electronic communication specified by Buyer in Buyer's request for quotation and confirmed in the Order, including requirements for electronic funds transfer, Purchase Order transmission, electronic signature, and communication. Seller will also make commercially reasonable efforts to comply with any modification to Buyer's specified method of electronic communication after the date of the Order.

59. Notices. Any notice or other communication required or permitted in the Order must be in writing and delivered by means and to the person(s) commercially reasonable under the circumstances. Notice will become effective on the date of actual receipt if the date of actual receipt is a business day or on the next business day if the date of actual receipt is not a business day.

60. Transition Assistance. Upon the expiration or earlier termination of an Order for any reason, to the extent requested by Buyer in writing, Seller shall take the following actions to, on an at cost basis, transition production of the Products from Seller to an alternative supplier without disruptions to Buyer's operations: (i) manufacture, deliver, and sell to Buyer a sufficient inventory bank of Products to ensure that the transition will proceed smoothly and without interruption or delay to Buyer's production of Products, with pricing equivalent to the pricing in effect immediately before expiration or termination; (ii) for any non-standard (i.e., not "off-the-shelf") Products, promptly: (A) provide to Buyer all requested information and documentation regarding and access to the Products and (B) assign to Buyer or an alternative supplier any or all supply contracts or orders for raw materials relating to any outstanding Orders; (iii) sell to Buyer, at Seller's actual cost, any or all work-in-process and any raw-materials inventory relating to any outstanding Orders; (iv) sell to Buyer any or all finished Products; and (v) take such other actions as may be reasonably requested by Buyer.

61. Miscellaneous. An Order and the parties' performance hereunder shall be governed by the internal laws of the state of Wisconsin, including the Uniform Commercial Code as adopted by such state, without giving effect to conflict of laws principles. Seller hereby consents to the exclusive jurisdiction and venue of the courts located in Waukesha County, Wisconsin. The warranties and remedies set forth herein shall be cumulative, and no warranty or remedy provided herein shall be exclusive of any other warranty or remedy hereunder or in any Order, or provided by any applicable law. Seller may not directly or indirectly assign, transfer, or otherwise confer, whether voluntarily or involuntarily, by merger, consolidation, dissolution, change of control, or

otherwise, these Terms and/or any Order or any of Seller's rights hereunder, nor delegate any of Seller's obligations under these Terms and/or any Order, without Buyer's written consent. Any purported assignment or delegation in violation of this Section will be void. Buyer may assign these Terms and/or any Order and any of Buyer's rights hereunder and delegate any of Buyer's obligations under these Terms and/or any Order. If Buyer assigns these Terms and/or any Order or delegates any obligations under these Terms and/or any Order (whether in whole or in part), Seller shall, as it relates to such part that was assigned or delegated, release Buyer from all liability under these Terms and/or the applicable Order and hold the assignee solely responsible for performance of all such obligations. In the event Buyer is involved in any litigation with respect to an Order, Buyer shall recover from Seller its costs and attorneys' fees incurred in enforcing or defending its rights hereunder. Captions preceding particular sections are for convenience only and are not to be construed as part of an Order or as a limitation of the scope of a particular section to which they refer. These terms are made in the English language only, which language shall be controlling in all respects and all versions of the terms in any other language shall be for accommodation only and shall not be binding upon the parties. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to any Order or transaction between the parties.