

## 1. Applicability; Acceptance.

1.1 These GT Leasing LLC Purchase Terms and Conditions (these “Terms”) shall be applicable to each electronic or written purchase order (each, a “Purchase Order”) issued by **GT Leasing LLC** or one of its affiliate companies (each, a “Buyer”) to the party to whom the Purchase Order is addressed (“Seller”). Such Purchase Order is Buyer’s offer to purchase the products (the “Products”) identified in the Purchase Order. The Purchase Order, together with these Terms (collectively, the “Agreement”) comprise the entire agreement between Buyer and Seller and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These terms will prevail over any of Seller’s general terms and conditions, quotation, proposal or other offer submitted by Seller, regardless of whether or when Seller has submitted its sales confirmation or any such terms, quotation, proposal or offer (“Seller Terms”). This Agreement expressly limits Seller’s acceptance to the terms and conditions of this Agreement. Fulfillment or other performance under a Purchase Order constitutes acceptance of these Terms. Neither Buyer’s failure otherwise to object to any Seller Terms, nor the acceptance or use of Products hereunder, nor any other act or omission by Buyer, shall be deemed an acceptance of any additional or different terms or conditions from those contained herein. Any proposal by Seller or attempt by Seller to vary in any degree any of the terms or conditions of these Terms shall not operate as a rejection of the Purchase Order unless such variances are in the terms of the description, quantity, price or delivery schedule of the Products that are set forth in the Purchase Order, but shall be deemed a material alteration hereof, and the Purchase Order and these Terms shall be deemed accepted by the Seller without said additional or different terms.

1.2 If Seller has not otherwise accepted the Purchase Order, Seller, by commencing work, or notifying Buyer of its commencement of work or by shipping any Products, shall be deemed to have accepted all the terms and conditions contained herein and no other terms or conditions. This Agreement is not binding on Buyer until Seller notified Buyer in writing that Seller accepts the Purchase Order. Buyer may withdraw the Purchase Order at any time before it is accepted by Seller.

1.3 These Terms apply to any repaired or replacement Products provided by Seller hereunder.

1.4 Buyer is not obligated to any minimum purchase or future purchase obligations under this Agreement.

## 2. Price.

2.1 All prices stated by Buyer on or with the Purchase Order shall (a) constitute the entire consideration to Seller for all Products sold to Buyer pursuant to such Purchase Order and all parts to and instructions for the assembly, use and care of such Products, services, labor, boxing, crating, packaging, shipping and handling, transportation costs to the delivery location set forth on the Purchase Order (the “Delivery Location”), insurance,

freight, duty drawback rights transferable from Seller to Buyer and warranties; and (b) be deemed to include all applicable U.S. and non-U.S., international, Federal, state, provincial and local taxes and customs duties, the amount of which taxes and duties shall be itemized separately on Seller's invoice. If no price is stated in the Purchase Order, the price shall be the price set out in Seller's published price list in force as of the Purchase Order date. No increase in the price is effective, whether due to increased material, labor, or transportation costs or otherwise, without the prior written consent of Buyer.

- 2.2** Any reduction in applicable freight rates, custom duties and taxes from those in force on the date of the Purchase Order, whether separately stated or not, shall be paid to Buyer or credited against the price of the Products. Buyer's payment or promise of payment for Products shall not constitute acceptance thereof. Seller shall inform Buyer of the existence of any duty drawback rights transferable from Seller to Buyer and upon request, supply such documents as may be necessary for Buyer to acquire such rights. Seller shall credit against the price of the Products or reimburse Buyer for any custom duties owed or paid by Buyer, for which drawback rights exist and which are not validly and promptly transferred by Seller to Buyer.
- 2.3** Seller represents and warrants that the price for the Products is the lowest price charged by Seller to any of its external buyers for similar volumes of similar Products. If (i) Seller charges any other buyer a lower price, Seller must apply that price to all Products under this Agreement, or (ii) the prevailing market price per unit for like Products offered in similar or lesser quantities is lower than that offered to Buyer, then Seller must apply the lower price to all Products under this Agreement, effective as of the earliest date on which such lower price was offered by Seller or became available in the market. If Seller fails to meet the lower price, Buyer, at its option, may terminate any Purchase Order or this Agreement without liability.
- 2.4** Seller shall issue an invoice to Buyer on or any time after the completion of delivery and only in accordance with the Agreement. Unless different payment terms are specified in the Purchase Order, the payment terms for all Products supplied by Seller to Buyer shall be 45 days from receipt of the invoice, except for any amounts disputed by Buyer in good faith. In the event of a payment dispute, Buyer shall deliver a written statement to Seller no later than 20 business days prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed are deemed accepted and must be paid, notwithstanding disputes on other items, within the period set forth in this Section 2.4. The parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under the Purchase Order notwithstanding any such dispute. Buyer shall not be liable for any interest or any late or penalty charges for failure to pay Seller's invoices when due.

### **3. Packaging and Shipping; Delivery.**

- 3.1** Seller shall deliver the Products in the quantities and on the date(s) specified in a Purchase Order or as otherwise agreed in writing by the parties (the “Delivery Date”). If no delivery date is specified, Seller shall deliver the Products within 30 days of Seller’s receipt of the Purchase Order. Timely delivery of the Products is of the essence. If Seller fails to deliver the Products in full on the Delivery Date, Buyer may terminate the Purchase Order immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller’s failure to deliver the Products on the Delivery Date. Buyer has the right to return any Products delivered prior to the Delivery Date at Seller’s expense and Seller shall redeliver such Products on the Delivery Date.
- 3.2** Seller shall be responsible for all costs to handle, package, store and transport the Products to the Delivery Location during Buyer’s normal business hours or as otherwise directed by Buyer. Delivery shall be made in accordance with the Incoterms Rules on the face of the Purchase Order, or if no delivery terms are specified, Products shall be delivered DAP to the Delivery Location in accordance with Incoterms 2020.
- 3.3** Buyer’s purchase order number must appear on all invoices, correspondence, packages and bills of lading. Buyer may specify the method of transportation and the type and number of packing slips and other documents to be provided with each shipment. Seller shall comply, in all respects, with Buyer’s instructions and requirements, as amended or updated from time to time and as incorporated in the Agreement by reference, including delivery, logistics, packaging, labeling and hazardous materials instructions and requirements. For any cross-border transactions, Seller shall be the Importer and/or Exporter of Record for Products
- 3.4** Prior to and with the shipment of the Products purchased hereunder, Seller shall furnish to Buyer sufficient warning and notice in writing (including appropriate labels on Products, containers and packing) of any Hazardous Material which is an ingredient or a part of any of the Products, together with such special handling instructions as may be necessary to advise Buyer and Buyer’s carriers of how to exercise the measure of care and precaution which will best prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the Products, containers and packing shipped to Buyer. For purposes of these Terms, “Hazardous Materials” are, or contain dangerous items, chemicals, contaminants, substances, pollutants, or any materials that are defined as hazardous or prohibited by relevant local, state, national, or international law, regulations and standards. Upon request by Buyer, Seller shall promptly furnish to Buyer, current material safety data sheets for the Products purchased hereunder.
- 3.5** Time is of the essence with respect to Seller’s delivery obligations. If Seller fails to deliver any Products by the Delivery Date, Seller shall pay to Buyer, as liquidated damages and not as a penalty, an amount equal to 50% of the total Purchase Order price for such Products for each calendar day of delay. The parties agree that actual damages for late delivery would be difficult or impossible to ascertain and that the foregoing liquidated damages represent a reasonable estimate of Buyer’s anticipated losses.

Payment of liquidated damages shall not: (i) relieve Seller of its obligations to complete delivery; (ii) limit Buyer's right to terminate the Purchase Order for cause pursuant to Section 7; or (iii) limit Buyer's right to recover actual damages in excess of the liquidated damages cap, including consequential, incidental, and special damages arising from Seller's delay. Buyer may, at its option, deduct liquidated damages from any amounts owed to Seller. Seller's payment of liquidated damages shall not constitute a waiver of any of Buyer's other rights or remedies under this Agreement or at law or in equity.

**4. Inspection Prior to Delivery.**

**4.1** Seller shall, before delivery of the Products, inform Buyer of the completion of the Products. Buyer may, at its option and cost, inspect and test the Products at Seller's manufacturing facility, during normal business hours, and/or at the point of first destination. Buyer may also, at its option and cost, survey Seller's inspection, quality and reliability procedures, together with the data supporting the same, during Seller's normal business hours. Should any Product defects or nonconformities be discovered during such inspections and tests, Seller shall not begin shipping any Products without having first completed the shipping release and inspection procedure requirements of Buyer.

**5. No Substitutions; Inspection and Rejection of Nonconforming Products.**

**5.1** Without the prior express written approval of Buyer, Seller may not supply to Buyer Products that are alternatives to, substitutions for or like the Products that Buyer has ordered pursuant to a Purchase Order.

**5.2** Buyer has the right to inspect the Products delivered and no inspection or failure to inspect will reduce or alter Seller's obligations under the Agreement. Buyer, at its sole option, may inspect all or any portion of the Products, and may reject all or any portion of the Products if it determines the Products are nonconforming, defective, or substitute or alternative Products. If Buyer rejects any portion of the Products, Buyer has the right, effective upon written notice to Seller, to: (a) rescind the Purchase Order in its entirety; (b) accept the Products at a reasonably reduced price; or (c) reject the Products and require replacement of the rejected Products. If Buyer requires replacement of the Products, Seller shall, at its expense, promptly replace the nonconforming Products and pay for all related expenses, including, but not limited to, transportation and insurance costs for the return of the defective Products and the delivery of replacement Products. If Seller fails to timely deliver replacement Products, Buyer may replace them with products from a third party and charge Seller the cost thereof and terminate the Agreement for cause pursuant to Section 8. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under the Agreement, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions. Payment for nonconforming Products will not constitute an acceptance of them, or limit or impair Buyer's right to assert any legal or equitable remedy. Buyer's count shall be conclusive on all shipments not accompanied by a packing slip. Excess Products may be returned by Buyer at Seller's expense.

6. **Title and Risk of Loss.** Notwithstanding any Incoterms 2020 to the contrary, Seller shall bear all risk of loss or damage until delivery to the Delivery Location and acceptance by Buyer. All Products may, at Seller's cost, be inspected by Buyer at any time or place, and such inspection shall not waive, diminish or otherwise affect any of Seller's express or implied warranties and shall not constitute acceptance of any articles. Buyer shall be deemed to have accepted Products only after a reasonable time for discovery of defects, even if Buyer has previously inspected Products.

7. **Term and Termination.**

7.1 The Agreement shall be in full force and effect from the date of acceptance (as set forth in Section 1) for such period of time set forth on the most recent Purchase Order. In the event no effective term is set forth on the Purchase Order, the effective term of the Agreement shall be for the life of the program for which such Products are applied, unless otherwise terminated per these Terms.

7.2 Buyer may terminate any Purchase Order, in whole or in part, at any time with or without cause for undelivered Products on 10 business days' prior written notice to Seller. In addition to any remedies that may be provided under these Terms, Buyer may terminate any Purchase Order with immediate effect upon written notice to the Seller, either before or after the acceptance of the Products, if Seller has not performed or complied with any of these Terms, in whole or in part. If (i) a direct or indirect change in control or ownership of the Seller occurs without Buyer's prior written consent, or (ii) the Seller becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then the Buyer may terminate any Purchase Order immediately upon written notice to Seller. If Buyer terminates a Purchase Order for any reason, Seller's sole and exclusive remedy is payment for the Products received and accepted by Buyer prior to the termination. Buyer shall not be liable for any direct, indirect, special, incidental, punitive or consequential damages or payment resulting from its cancellation of all or any part of any Purchase Order.

7.3 Upon Seller's receipt of a notice of termination of a Purchase Order, Seller shall promptly (i) stop work as directed by the notice (ii) place no further subcontract/orders related to the terminated portion of the Purchase Order, (iii) terminate, or if requested by Buyer, assign all subcontracts/orders to the extent they relate to work terminated; (iv) deliver all completed work and work in process; and (v) provide any further supplier transition support reasonably requested by Buyer.

8. **Audit/Quality Control.** Buyer may, at its discretion, conduct audits of Seller and Seller's suppliers' ("Suppliers") performance under the terms of the Agreement and all of Seller's contracts with Suppliers ("Supplier Contracts"). Seller shall include in its Supplier Contracts provisions to allow Buyer to determine and verify the quality of work performed and material supplied at any place, including, but not limited to, the plants of Seller and all Suppliers, and at all production stages, of materials intended for incorporation into Buyer's products. Such audits by Buyer will be performed with the knowledge of and jointly with Seller or Supplier (as applicable). Seller shall (and shall cause each Supplier to) permit Buyer, its customers, government personnel, and any designated representatives of any of the foregoing (collectively, the "Inspecting Persons"), to

arrange visits to Seller's offices, manufacturing facilities and warehouses, and shall arrange for such Inspecting Persons to visit the offices, manufacturing facilities, and warehouses of Seller's Suppliers, to conduct audits with respect to (i) the products and materials being purchased under any Purchase Order and all Supplier Contracts, and (ii) a review of delivery, quality programs, and stock levels of both dedicated and standard inventory items. Seller shall (i) make all products covered by any Purchase Order with batch and lot numbers, and (ii) cause each Supplier to make all products supplied to Seller with batch and lot numbers, so that all such products may be traced and identified in the event of quality problems.

**9. Control of Records.** Records shall consist of all books, written and/or electronic records, and other documentation relating to work done and products, materials or services supplied in connection with any Purchase Order. Seller shall make, and arrange to have all Suppliers make, all such books, records, and documentation available for examination and copying by Buyer and/or Buyer's authorized representatives. Record control related to Buyer's Purchase Orders and the Products shall be in accordance with Seller's standard procedure for control of records, such procedure to meet, at a minimum, the requirements of ISO 9001 and/or AS9100. Records shall remain legible, readily identifiable and retrievable within seventy-two (72) hours of Buyer's request to Seller. Records with respect to any Purchase Order shall be retained and remain available for review for a period of ten (10) years after the earlier of the delivery of Products pursuant to such Purchase Order or termination of such Purchase Order.

**10. Warranties.**

**10.1** Seller warrants to Buyer for a period of 24 months from the Delivery Date (the "Warranty Period") that all Products will (i) be merchantable, (ii) be free from any defects in workmanship, material and design, (iii) be new and the best of their respective kinds (unless otherwise specified) and of the highest quality, workmanship and material, (iv) be fit for their intended purpose and operate as intended, (v) be free and clear of all liens, security interests or other encumbrances; (vi) not infringe or misappropriate any third party's patent or other intellectual property rights; (vii) be adequately contained, packaged, and labeled, and conform to the promises and affirmations of fact made on the container and label, if any, (viii) conform exactly to (x) samples, models, drawings and specifications which Buyer has provided to Seller and (y) samples, models, drawings and specifications which Seller has provided to Buyer and which Buyer has approved. Seller hereby provides any and all express and implied warranties that may arise from course of dealing or usage of trade. In addition, any and all express and implied warranties provided to Buyer hereunder extend to any person who may reasonably be expected to use, consume, or be affected by the Products.

**10.2** If Buyer, in its sole discretion, determines that any Product fails to meet the warranties set forth above, in each case as determined either at the time of delivery or at any time thereafter including after the Product has been integrated into a Buyer product (a "Nonconformity"), Buyer in its sole discretion may, in addition to its other rights and remedies, and at Seller's sole expense may take one or more of the following actions: (i) conduct a complete, 100% quality assurance inspection of the entire shipment or lot, (ii) reject a portion of the, or the entire, shipment, as Buyer deems appropriate, and

return the same to Seller, and/or (iii) cancel any outstanding portion of the Purchase Order, and/or (iv) request replacement products, (v) retain the Products and recover damages from Seller for breach of warranty and, in such event, continued use of such Products by Buyer shall not constitute a waiver of Seller's breach of warranty, (vi) request a refund of any purchase price paid with respect thereto, as well as Buyer's and its customers' costs with respect to such shipment or part thereof, and/or (vii) rework/repair a portion of the, or the entire, shipment as Buyer deems appropriate, with all labor and storage expenses billed to Seller. Buyer may elect to have Seller perform such rework/repair at its own facility or with its own labor. Seller may request to perform such rework/repair at its own facility or with its own labor, and Buyer may grant such request in its sole discretion, provided that Seller can complete such rework with no more than a 30 day delay above and beyond Buyer's rework/repair time.

**10.3** Seller shall secure and administer for Buyer any and all necessary sublicenses or direct licenses for the third party software, hardware, components, parts, equipment and other products ("Third Party Products") used or contained within the Products provided hereunder. Notwithstanding the terms of the Third Party Products license or purchase agreements, (i) such Third Party Products shall be included within the definition of Products under this Agreement for all purposes, including the warranties and indemnities herein, (ii) Seller shall remain primarily liable to Buyer for such Third Party Products and all of Seller's obligations under this Agreement, and (iii) nothing in such agreements shall increase the obligations of Buyer with respect to such items hereunder. Accordingly, such license or purchase agreements may not be used by Seller to explain or otherwise limit any of the provisions of this Agreement, or relieve Seller from its obligations under this Agreement.

**10.4** Without limiting Section 10.3, Seller hereby assigns and passes through to Buyer, and Buyer shall have the benefit of, all rights it obtains under representations, warranties, service agreements and indemnities given by its third party subcontractors or suppliers in connection with any Third Party Products provided by Seller pursuant to this Agreement to the extent permitted by the applicable subcontractors or suppliers. To the extent that such representations, warranties, service agreements and indemnities are not assignable by Seller, Seller agrees that Buyer may assert or enforce any right Seller may have to enforce such warranties, representations, service agreements, and indemnities, or if such can only be enforced by Seller under its own name, upon written request by Buyer, Seller shall take all reasonable actions requested by Buyer to enforce such warranties, representations, service agreements, and indemnities.

## **11. Maintenance; Replacement; and Service Parts.**

**11.1** For a period of not less than 10 years from the Delivery Date (or such longer period as Seller generally provides support for similar Products), Seller shall make available to Buyer maintenance services for the Products, including preventive maintenance, corrective maintenance, inspection testing, calibration, and technical support (collectively, "Maintenance Services"). Seller shall perform all Maintenance Services: (i) in accordance with the manufacturer's specifications and industry best practices, (ii) using personnel who are properly trained, qualified, and experienced with the Products,

and (iii) in compliance with all applicable Laws and safety requirements. Seller shall respond to Buyer's request for Maintenance Services within 2 days notice and shall use commercially reasonable efforts to restore the applicable Product to full operational condition as soon as practicable. If remote diagnosis is available, Seller shall provide such support promptly upon request at no additional charge during the Warranty Period. If on-site services are required, Seller shall dispatch qualified personnel within the applicable response time. Seller shall bear all travel and lodging costs during the Warranty Period.

**11.2** Seller shall make available to Buyer all replacement parts, spare parts, consumables, and service component necessary for the operation, maintenance, and repair of the Products (collectively, "Service Parts") for a period of not less than 10 years from the Delivery Date (or such longer period as Seller supports similar Products).

**11.3** Service parts shall be provided: (i) during the Warranty Period, at no charge to the extent required to remedy a defect or nonconformity; and (ii) after expiration of the Warranty Period, at prices no less favorable than those offered by Seller to similarly situated customers purchasing comparable quantities. Seller shall not discontinue any Service Parts without providing at least 24 months' prior written notice to Buyer.

**11.4** All Service Parts shall: (i) be new and equal or superior quality to the original components (unless Buyer expressly agrees in writing to refurbished parts); (ii) conform to the specifications applicable to the Products; and (iii) be free from defects in materials and workmanship. Seller shall not substitute any Service Part with a non-equivalent or alternative component without Buyer's prior written consent. Any approved substitute must be fully compatible with the applicable Product and shall not impair performance, safety, or warranty coverage.

**11.5** Seller shall provide and maintain up-to-date technical manuals, operating instructions, maintenance procedures, parts lists, and schematics reasonably necessary for Buyer to operate and maintain the Products. Upon request, Seller shall provide training for Buyer's personnel regarding operation and routine maintenance of the Products, on commercially reasonable terms.

**11.6** Seller's failure to provide Maintenance Services or Service Parts in accordance with this Section 11 shall constitute a material breach. In addition to all other remedies available at law or in equity, Buyer may: (i) procure substitute maintenance services or parts from third parties, and Seller shall reimburse Buyer for all reasonable and documented costs in excess of the Purchase Order price; and (ii) recover any direct damages resulting from downtime caused by Seller's failure to perform its obligations.

## **12. Nonconformities; Widespread Failure.**

**12.1** In addition to other obligations of Seller under this Agreement, if (i) performance issue arises after integration of the Products into the particular end product of Buyer that are the result of a Nonconformity, or are sufficiently serious to threaten Buyer's marketing of the particular end product or Buyer's reputation, or (ii) any Product

presents a previously unforeseen Nonconformity, Buyer shall be entitled to recover from Seller all reasonable costs and expenses incurred by Buyer in taking any corrective action, including the destruction, return, repair, and/or replacement of all affected Products (including the cost of shipping and freight and services in the field, such as removal, repair and re-installation costs and expenses). If corrective action is necessary solely because of the fault of Buyer (e.g., defects in Buyer's design), it will not constitute a Nonconformity.

**12.2** In addition to other obligations imposed upon Seller, should any Widespread Failure (as defined below) of Products occur and notice thereof be given to Seller, then and in such event Seller shall provide, at its own expense, engineering, efforts, parts, labor and all such other assistance as Buyer may reasonably request in order to remedy such failure, both with respect to Products in use and in inventory of Buyer and Buyer's customers. Within 5 days of written notice from Buyer of a Widespread Failure, Seller shall institute procedures, as mutually agreed by Buyer and Seller, for the prompt rectification of such failure. If a Widespread Failure should occur with respect to comparable products or parts manufactured by Seller for distribution within its own organization or for sale to others, such Widespread Failure not then having been detected in Products, Seller shall advise Buyer thereof. If, upon inspection, the Products affected display the same deficiencies of design, material or workmanship out of which the Widespread Failure arose, then and in such event the procedure established in this Section 12 shall be followed with respect to such Products. For purposes of this Section 12, "**Widespread Failure**" means any of the following: (i) a failure to comply with any applicable safety standard; (ii) a defect in a Product that has a reasonable likelihood of causing harm to persons or property if such Product is placed in normal use; (iii) a defect in a Product that substantially impairs the functioning of such Product in its intended application; or (iv) any Product that poses a risk of harm to persons or property; provided, however, if any of the foregoing is solely the result of the fault of Buyer, it does not constitute a "Widespread Failure."

**13. Product Recalls or Field Fixes.** If Buyer deems it appropriate or necessary for any reason, including a safety concern or an investigation or inquiry of a governmental authority, a defect or product hazard, or that a Product is not in compliance with any applicable Law, standard or requirement, and whether there has been a Widespread Failure or not, to recall, perform a field fix or take any other corrective action relating to an end product of Buyer that used or integrated a Product supplied by Seller pursuant to this Agreement and Buyer determines that the underlying issue giving rise to such corrective action is with the Product (the "Product Recall or Fix"), Seller shall be responsible for all costs and expenses of the Product Recall or Fix and shall cooperate with Buyer. Buyer shall, at its option, control the process, and Seller shall provide all necessary assistance to Buyer in connection with such Product Recall or Fix. Seller shall take any and all reasonable necessary and appropriate actions (as reasonably determined by Buyer) relating to, arising out of or in connection with the Product Recall or Fix, at its sole cost and expense, including (a) all engineering efforts and investigations to identify and remedy the defect; (b) all independent testing and technical consulting expenses to help identify and remedy the defect; (c) all notices to and work with the U.S. Consumer Product Safety Commission, including under Section 15 of the Consumer Product Safety Act; (d) filing all other necessary papers, corrective action programs and other related documents; (e) preparing customer lists and letters, media notices and public

announcements and any other necessary notices; (f) paying mailing, public notice and other advertising expenses; (g) all fees and costs of legal and/or regulatory counsel; (h) tooling, parts, labor and installation expenses; and (i) the destruction, return, repair, recall, modification and/or replacement of the affected Products including the cost of shipping and freight and services in the field, such as removal, repair and re-installation costs and expenses. Seller shall respond within a reasonable period to any question or request for information received by Buyer pertaining to the production of any Product or any Product Recall or Fix. Each party shall provide to the other party all necessary information in its possession arising out of the Product Recall or Fix or any similar program, including a Seller quality assurance program. Except as required by applicable law, Seller shall not make any disclosure to the public or media with respect any Product Recall or Fix without the prior written permission of Buyer. Nothing contained in this Section will preclude Buyer from taking such action as may be required of it under applicable law.

#### **14. Indemnification and Insurance.**

**14.1** Seller shall indemnify, defend and hold harmless Buyer and Buyer's parent company and their subsidiaries, affiliates, successors or assigns and their respective officers, directors, owners, employees and agents and Buyer's customers (collectively, "Indemnitees") from and against any and all claims, suits and actions (whether or not groundless), damages (including all direct, indirect, special, incidental and consequential damages), costs, liabilities, expenses and losses, including, without limitation, all fees and expenses of lawyers and other professionals, court costs, all other costs of investigation and litigation and reasonable lost profits, (collectively, referred to as "Losses") arising out of, resulting directly or indirectly from or occurring in connection with the Products purchased from Seller or Seller's negligence, willful misconduct, breach or default of the Agreement (including without limitation Losses due to death or injuries to persons and/or property damage resulting directly or indirectly, from the acts or omissions of Seller, its employees, agents or contractors in the performance of any Purchase Order, whether or not negligent or amounting to a breach hereof). Seller shall indemnify, defend and hold harmless Buyer and any Indemnitee against any and all Losses arising out of, resulting directly or indirectly from, or in connection with any claim that use of possession of the Products infringes, dilutes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. (For the avoidance of doubt, each of the following shall be a default of this Agreement subject to indemnification by Seller: (a) Seller fails to make delivery of the exact quantity of Products at the Delivery Location on the Delivery Date; or (b) Seller breaches or fails to perform (whether material or not) any of the warranties or other terms or conditions of the Agreement.

**14.2** In the event of any third-party claim subject to indemnification hereunder (a "Claim"), Buyer may, at its sole option (i) tender such Claim to Seller to defend using lawyers and other professionals acceptable to Buyer in its discretion, or (ii) defend such Claim by counsel of Buyer's choosing and Seller shall reimburse Buyer for all reasonable costs of such defense, and in either case Seller shall indemnify and hold Buyer harmless from and against all Losses arising out of or relating to such Claim. If Buyer tenders the defense of a Claim to Seller and Seller accepts such defense, then Seller shall be conclusively deemed to have agreed that such Claim is subject to indemnification

hereunder and that Seller has no claim or counterclaim against Buyer, all of which shall be deemed to have been waived. If Seller assumes the defense of a Claim and thereafter fails to vigorously defend such Claim, Buyer shall have the right at its option to assume the defense of such Claim and Seller shall remain obligated to indemnify Buyer hereunder. If Seller assumes the defense of a Claim, it will not settle or compromise such Claim without the prior written consent of Buyer.

**14.3** Unless expressly waived in writing by Buyer, Seller shall maintain the following policies throughout the effective term of the Agreement, and name Buyer as an additional insured: (i) comprehensive General Liability insurance covering bodily injury, property damage, contractual liability, products liability and completed operations in an amount of no less than five-million U.S. Dollars (\$5,000,000.00 USD); (ii) worker's compensation insurance with coverage limits as required by applicable law; (iii) Employer's Liability Insurance in the amount of no less than one- million U.S. Dollars (\$1,000,000.00 USD) for each accident, injury or disease; (iv) Business Automobile Liability Insurance covering all owned, hired and non-owned vehicles used in the performance of this Agreement in the amount of no less than one-million U.S. Dollars (\$1,000,000.00 USD) combined single limit each occurrence, (v) Errors and Omissions/Cyber Liability Insurance each in an amount of no less than five-million U.S. Dollars (\$5,000,000.00 USD); and (vi) Product Recall Insurance in an amount of no less than five million U.S. Dollars (\$5,000,000.00 USD). Seller's purchase of appropriate insurance coverage or the furnishing of certificates shall not release Seller of its obligations or liabilities under the Agreement. If requested, Seller shall send a "Certificate of Insurance" evidencing Seller's compliance with these requirements. Insurance maintained pursuant to this Section shall not be considered primary with respect to the interest of Buyer and is not contributory with any insurance which Buyer may carry. Seller agrees that Seller, Seller's insurer(s) and anyone claiming by, through, under or on Seller's behalf shall have no claim, right of action or right of subrogation against Buyer and its customers based on any loss or liability insured against under the foregoing insurance. The amount of insurance required by Buyer, and maintained by Seller, shall not constitute a limitation of liability. The above-referenced insurance limits can be met via each policy or via a combination of these policies and an excess/umbrella liability insurance. Seller must maintain continuity of coverage for 5 years following termination, expiration and/or completion of the effective term of the Agreement.

**15. Force Majeure; Labor Strikes.**

**15.1** Seller will, at Seller's expense, take such actions as are necessary or appropriate to ensure the uninterrupted supply of Products to Buyer for not less than 45 days during any foreseeable or anticipated labor disruption and/or the expiration of any of Seller's labor contracts. This Section shall not constitute a waiver of and is without prejudice to, any and all of Buyer's other rights and remedies under the Agreement or applicable law, each of which are hereby reserved.

**15.2** The parties shall not be responsible for any failure to perform (including, without limitation, Buyer's acceptance of Products) under the Agreement due to causes beyond

their control (each, a “Force Majeure Event”). Force Majeure Events shall include but not be restricted to storms, floods, earthquakes, acts of God, pandemics and epidemics, acts of civil or military authority, riots, fires, lock-outs, explosions and bombings, acts of war and terrorism or any other cause or causes beyond the reasonable control of the party seeking to be excused from performance. However, Force Majeure Events shall not include labor disputes or strikes. Upon an occurrence of a Force Majeure Event, Seller shall notify Buyer in writing no later than 3 business days thereafter, and Seller shall take best efforts to mitigate any impact or damages to Buyer. In no event, shall Seller be entitled to price adjustment, compensation or other financial relief under the Agreement as a result of a Force Majeure Event. If the delay lasts more than thirty (30) days, or if Seller does not provide adequate assurances that the delay will cease within thirty (30) days, Buyer may terminate the affected Purchase Order(s) upon written notice and Buyer shall have no liability related to such termination.

**16. Changes.** Buyer may, in its sole discretion, from time to time, by notice to Seller, make reasonable changes, or direct Seller to make changes, to the drawings, specifications, materials, packaging, testing, quantity, time or method of delivery or shipment, or otherwise reasonably change any Purchase Order. Seller shall use commercially reasonable efforts to accommodate such changes and shall notify Buyer within 3 business days if the change is not feasible. At Seller’s request, with appropriate supporting documentation, the parties may agree upon an equitable adjustment to the pricing and times for performance as a result of Buyer’s changes. Purchase Order changes must be in writing signed by Buyer’s authorized representative. Seller shall not change the design of the Products, sub-suppliers, or change or relocate (from the facilities approved by Buyer) the production, tooling, equipment, manufacture or assembly of the Products, or change the location from which the Products are shipped, without the written consent of an authorized representative of Buyer.

**17. Confidential Information.** All non-public, confidential or proprietary information of Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates (collectively, the “Information”), disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential,” in connection with any Purchase Order is confidential, solely for the use of performing the Purchase Order and may not be disclosed or copied unless authorized by Buyer in writing. Upon Buyer’s request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section 17. This Section 17 shall not apply to information that is: (a) in the public domain; (b) known to the Seller at the time of initial disclosure by Buyer to Seller; or (c) rightfully obtained by Seller on a non- confidential basis from a third party.

**18. Government Contracts.** If any Purchase Order is for material to be used by Buyer in performance of a federal government contract, Seller shall comply with all Buyer policies applicable to government contracts, and all laws and regulations applicable to it as a subcontractor or supplier under a federal government contract. If requested, Buyer will provide Seller with copies of the applicable government requirements.

**19. Compliance with Laws.**

**19.1 General.** Seller is in compliance with and shall comply with all applicable laws, regulations and ordinances (“Laws”). Further, Seller warrants that any subcontractors are also in compliance with Laws. Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under each Purchase Order.

**19.2 Equal Opportunity Clause.** Seller shall comply with the provisions of Executive Order 11246 and FAR 52.222-26 (Equal Opportunity); Executive Order 11701 and FAR 52.222-35 (Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era); Executive Order 11758 and FAR 52.222-36 (Affirmative Action for Workers with Disabilities); and Executive Order 13201.

**19.3 Export Controls.** Seller shall comply with all export and import laws of all countries involved in the sale of Products under each Purchase Order. Seller assumes all responsibility for shipments of Products requiring any government import clearance. Buyer may terminate any Purchase Order if any government authority imposes antidumping duties, countervailing duties or any retaliatory duties on the Products. Seller represents and warrants that, unless otherwise authorized by law or regulation, any Products delivered to Buyer will not contain any part or material that originated from a U.S. sanctioned or export-restricted party (including but not limited to a person designated on the U.S. Department of Treasury, Office of Foreign Assets Control’s List of Specially Designated Nationals and Blocked Persons or the U.S. Department of Commerce, Bureau of Industry and Security’s Entity List, Denied Persons List, or Military End User List, or any entity owned or controlled by the foregoing) or from a U.S. sanctioned country, including without limitation and as amended, Belarus, Cuba, Iran, North Korea, Russia, Syria, Venezuela, or the Crimea, Donetsk, and Luhansk Regions of Ukraine. Seller shall indemnify, defend, and hold harmless Buyer (including its shareholders, directors, officers, employees, customers, contractors, agents and other representatives) from and against any and all potential demands, claims, actions, causes of action, proceedings, suits, assessments, losses, damages, liabilities, settlements, judgments, fines, penalties, interest, costs and expenses (including fees and disbursements of counsel) of every kind which arise out of any actual or alleged such sanctioned party or country content in any of the Products or Seller’s noncompliance with this Section. Seller shall alert Buyer to any export control applicable to the Products and shall furnish to the Buyer, at the Buyer’s request, the export control classification number(s) applicable to the Products. Seller shall be responsible for the control, disclosure of and access to technical data, information and other items received hereunder. Seller shall further assist Buyer with any requests for information, certifications, or other similar documents as Buyer may reasonably request to ensure the compliance of the Products and Seller with this Section and shall notify Buyer promptly upon discovering or having reason to believe that any Products fail to comply with the representations and warranties in this Section. Licenses or other authorizations required for the export of Products will be the responsibility of Seller unless otherwise indicated in the Purchase Order, in which event Seller will provide such information as may be requested by Buyer to enable Buyer to obtain such licenses or authorizations. Neither Seller nor any of its sub-suppliers will export/re-export any technical data, process, product, or service, directly or indirectly (including the release of controlled

technology to foreign nationals from controlled countries), to any country for which the United States government or any agency thereof requires an export license or other government approval without first obtaining such license or approval. For employment in the U.S., Seller agrees not to provide foreign persons (i.e., persons who are not U.S. citizens, U.S. permanent residents, or “protected individuals” as defined by 8 U.S.C. 1324b(a)(3)) as employees or contractors for work at any Buyer site unless that foreign person is covered under a valid U.S. export license or is not exposed to controlled technology. In addition, for employment outside of the U.S., Seller agrees not to provide foreign persons as employees or contractors for work at any Buyer site unless that foreign person is a citizen or permanent resident of the country of that Buyer site and/or is covered under a valid U.S. export license or is not exposed to controlled technology.

- 19.4 FLSA Certification.** All United States-based invoices from Seller must include a certification that all Products were produced in compliance with the applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued in connection therewith.
- 19.5 Hazardous Substances.** Seller shall comply with all applicable environmental requirements for the disclosure labeling and/or elimination of hazardous substances, including without limitation, those in the various evolving global RoHS (Restriction of Hazardous Substances) and RoHS II, REACH (Registration, Evaluation and Authorization of Chemicals), and the California Safe Drinking Water & Toxic Enforcement Act (“Prop 65”) regulations.
- 19.6 Conflict Minerals.** Seller shall disclose to Buyer any materials or minerals used in the production of the Products which are sourced from conflict areas, as defined under Section 1502 of the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act, the European Union (EU) Conflict Minerals Regulation, or other applicable law (commonly referred to as “Conflict Minerals”). Products provided hereunder should be sourced only from mines and smelters which have been certified by an independent third party as “conflict free”. Seller shall adopt policies and management systems with respect to Conflict Minerals, establish due diligence frameworks according to OECD guidelines, implement management systems to support compliance with their Conflict Minerals policy and drive those efforts throughout their supply chain. Seller shall complete any required survey or reporting and supply all other reasonable support of this initiative, as requested by Buyer, including, without limitation, the measures taken to identify the source and chain of custody of any such Conflict Minerals used in its Products.
- 19.7 Buyer Global Code of Conduct.** Seller shall abide by Buyer’s Global Code of Conduct, as revised and updated from time to time. Buyer’s Global Code of Conduct is available at <https://www.gtweed.com/global-code-of-conduct/>.

**20. Miscellaneous.**

- 20.1** Seller's obligations hereunder shall be severable or divisible, notwithstanding the acceptance of, or payment for partial delivery or any authorization for installment deliveries. If any term or provision of the Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 20.2** No waiver by any party of any of the provisions of the Purchase Order shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Purchase Order, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from such Purchase Order shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 20.3** The rights and remedies under the Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise. No action may be brought by Seller after one (1) year of the date of the first occurrence of the event underlying the action.
- 20.4** All notices, request, consents, claims, demands, waivers and other communications under the Agreement (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), e-mail (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in the Purchase Order, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
- 20.5** The Agreement shall be governed by the laws of the State of Delaware, USA and constitutes the entire understanding of the parties. No prior course of dealing between the parties and no usage of the trade shall be relevant to supplement or construe against Buyer any of the terms hereof.
- 20.6** Prior to undertaking any legal action to enforce any provision herein, the parties shall attempt to settle any and all claims or disputes arising in connection herewith by good faith negotiations by senior management of each party. Any claim or dispute in connection with the Agreement, except for a breach of the Confidential Information provisions in Section 17, shall be referred to and finally resolved by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce then in effect, by one (1) independent and impartial arbitrator. The place of arbitration shall be Philadelphia, Pennsylvania, USA, and the arbitration shall be conducted in the English language. The fees, costs and expenses of the arbitrators under this provision

- shall be borne equally by the parties, provided that each party shall bear its own cost of representation.
- 20.7** Seller shall be solely responsible for the engagement and management of any subcontractors in the performance of Seller's obligations and Seller guarantees the performance of any subcontractor used in the performance of this Agreement. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations under the Agreement. The rights and obligations of Seller hereunder shall inure to the benefit of and be binding upon the legal representatives, successors and assigns of Seller and any third party who acquires the business or assets of the Seller to which these provisions relate by the sale or any other transfer thereof. Buyer may assign its rights under this Agreement upon written notice to Seller. Buyer may at any time assign, transfer or subcontract any or all of its rights or obligations under any Purchase Order or the Agreement without Seller's prior written consent.
- 20.8** The relationship between the parties is that of independent contractors. Nothing contained in any Purchase Order or the Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from any Purchase Order.
- 20.9** Except for Buyer's affiliates or designees as set forth in a Purchase Order, each Purchase Order and the Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
- 20.10** Seller may not use Buyer's name or trademarks in any type of advertisement materials, websites, press releases, interviews, articles, brochures, business cards, project reference or client listings, without Buyer's written consent.
- 20.11** The headings used herein are for convenience of reference only, shall not be deemed to be a part of any agreement between the parties and shall not be referred to in connection with the construction or interpretation of any agreement.
- 20.12** No action may be brought by Seller after one (1) year of the date of accrual. Time is of the essence.
- 20.13** Without prejudice to any other right or remedy it may have, Buyer shall be entitled at any time to set off any sums owing by Seller to Buyer against sums payable by Buyer or Buyer's affiliates to Seller.
- 20.14** The Agreement constitutes the entire agreement of Buyer and Seller with respect to the subject matter hereof and shall supersede all prior and contemporaneous written or oral agreements, representations, and understandings, including without limitation, Buyer's request for quote and Seller's quote. The Agreement may only be modified by

a Purchase Order amendment or alteration issued by an authorized representative of Buyer. In the event the parties have entered into a master supply agreement or equivalent agreement (“MSA”) and a conflict arises between the MSA and these Terms, the terms and conditions of the MSA shall take precedence.

**20.15** The obligations of the Buyer and Seller hereunder, which by their nature would continue beyond the termination, cancellation or expiration of the Agreement, shall survive the termination, cancellation or expiration of the Agreement, including without limitation, the provisions of Sections 8 (Audit/Quality Control), 9 (Control of Records), 10 (Warranties), 11 (Maintenance; Replacement; and Service Parts), 12 (Nonconformities; Widespread Failure), 13 (Product Recalls or Field Fixes), 14 (Indemnification and Insurance), 17 (Confidential Information), and 20 (Miscellaneous).