

**PUREPOWER TECHNOLOGIES LLC  
STANDARD TERMS AND CONDITIONS**

**1. GENERAL**

A. Prompt acceptance of this Purchase Order by Seller's signing and returning a copy hereof is requested. However, passage of 48 hours from receipt of this Purchase Order without objection, delivery of goods, or commencement of work hereunder shall also constitute acceptance of this Purchase Order and all of its terms.

B. This Purchase Order, including these terms and any attachments, is the final, complete and exclusive statement of the agreement between the parties and may not be modified, contradicted, supplemented, explained or waived by parol evidence, Seller's acknowledgments containing any other or different terms, a course of dealing, or in any other way except in a writing signed by an authorized representative of Buyer and Seller. Any additional, different, or conflicting terms and conditions proposed by Seller in any document, including but not limited to quotations, order acknowledgments, invoices, delivery receipts, or other communications, are hereby expressly objected to and rejected, and shall not become part of this contract regardless of whether Buyer fails to object to such terms. Seller's commencement of performance, shipment of goods, or provision of services under this Purchase Order shall constitute Seller's acceptance of all terms and conditions herein, notwithstanding any conflicting provisions in Seller's documents. Any references in this Purchase Order to Seller's proposal or quotation are only to describe the materials or work covered hereby and the prices therefor, and this Purchase Order does not constitute an acceptance of any terms set forth therein. Buyer's acceptance of goods, services, or payment of invoices shall not constitute acceptance of any terms other than those contained in this Purchase Order. If any court determines that Seller's documents create conflicting terms under applicable law, Buyer's terms shall control, and any conflicting terms in Seller's documents are hereby deemed material alterations that are expressly rejected.

C. This Purchase Order shall be governed by the laws (including, without limitation, the Uniform Commercial Code) of the State of Delaware without regard to its conflicts of laws principles. The U.N. Convention for the International Sale of Goods shall not apply to the supply of product or service under this Purchase Order. The use of the terms "goods," "material" and "product" in this Purchase Order shall be deemed interchangeable and shall refer to goods, material or product to be supplied pursuant to this Purchase Order.

D. Notwithstanding Section 1(B) above, if Buyer and Seller have executed a separate Master Supply Agreement, Master Services Agreement, or other overarching commercial agreement that specifically governs the supply of goods or services covered by this Purchase Order, the terms of such agreement shall control in the event of any conflict with these Standard Terms of Purchase. The specific transaction details on the face of this Purchase Order (part numbers, quantities, delivery dates, and ship-to locations) are intended to implement the commercial framework established in such agreement.

**2. PERFORMANCE BY SELLER**

A. Time is of the essence for this Purchase Order, and it is essential that it be performed and filled on the specified date(s) and that the work progress in a timely fashion. Buyer expects 100% on-time delivery, which means that the entire requested shipment quantity (not partial shipment) is shipped or made available for Buyer's transportation carrier on the day specified for delivery in the Purchase Order (so long as such delivery day is consistent with agreed to lead times). If Seller fails to deliver conforming products by the delivery date specified by Buyer, Seller will be responsible for all related costs, including any penalties or charge backs assessed by Buyer's customers for production interruptions or downtime caused by the delay. Buyer reserves the right to change delivery schedules or direct temporary suspension of scheduled shipment(s). Buyer may issue orders for delivery that contemplate delivery prior to Seller's standard lead times and Seller agrees to use commercially reasonable efforts to meet the specified delivery times. To that end, Seller will provide to Buyer priority/preferential production scheduling. Seller shall not reject any requested delivery dates within Seller's established lead times, nor shall Seller change established lead times without at least 30 days' prior written notice to Buyer. Seller shall immediately give written notice to Buyer setting forth the reason and extent of any anticipated delay in any scheduled shipment(s). Within 48 hours of such notification, Seller must provide a detailed mitigation plan in writing that includes: (i) specific corrective actions to be taken, (ii) revised delivery schedule, (iii) allocation of additional resources, (iv) identification of alternative suppliers or production methods, and (v) measures to prevent future delays. Such mitigation plan must be approved by Buyer in writing before implementation. If Seller fails to have goods ready for shipment in time to meet Buyer's delivery schedules using the method of transportation originally specified by Buyer or Buyer's third party logistics company and, as a result, Buyer requires Seller to ship the goods using a premium (more expeditious) method of transportation, Seller will ship the goods as expeditiously as possible. Seller will pay, and be responsible for, the entire cost of such premium shipment. If Seller fails to timely deliver goods, Buyer may expedite the goods and set off the expedite fees against any amount payable by Buyer to Seller. Notwithstanding any mitigation efforts, if Seller fails to deliver conforming products or services by the delivery date specified by Buyer, (1) Seller shall provide to Buyer a so-called 8D (8 step corrective action plan) in form and substance acceptable to Buyer with respect to such failure, and (2) Seller shall reimburse Buyer for all reasonable losses, costs and damages caused by such failure. Such costs and damages may include, without limitation, costs, expenses and losses of Buyer arising from production interruptions or slowdowns, line downtime, overtime wages, product rework and expedited shipping.

B. Seller shall comply with Buyer's policies and procedures set forth at <https://www.stanadyne.com/supplier-portal/>, including but not limited to, Supplier Expectations, Supplier Quality Manual (including the Labeling Standards for Inbound Shipments and other documents referenced therein), Supplier Diversity Program, Suppliers' Business Conduct Guide, and Governmental and Safety Constraints, as the same shall be amended by Buyer from time to time.

C. Seller warrants that it shall meet and otherwise comply with, as appropriate, all standards of the Occupational Safety and Health Act of 1970, as amended; Fair Labor Standards Act of 1938, as amended; Title VII of the Civil Rights Act of 1964, as amended; Executive Order

11246, as amended by Executive Order 11375; Section 503 of the Rehabilitation Act of 1973, as amended; Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended; Executive Order 11625, as amended; Motor Vehicle Safety Act, as amended; all federal, state and local safety, health and environmental laws, as amended; and all rules, regulations, ordinances, guidelines and other requirements related to the foregoing, all of which are hereby incorporated by reference.

D. This Purchase Order is issued to Seller in reliance on Seller's personal performance, and Seller may not assign this Purchase Order or the partial payment of any sums due hereunder or subcontract any substantial part of the performance or work other than for standard commercial supplies without the prior written consent of Buyer.

E. Seller agrees to exculpate, defend, indemnify and hold harmless Buyer, its affiliates, directors, officers, employees, agents, successors and its customers from and against all claims, liabilities, lawsuits, expenses (including attorneys' fees and other defense costs) and penalties, which arise, directly or indirectly, out of any of the following: (i) alleged defects in material, workmanship or design of the material or work furnished hereunder; (ii) violations of federal, state or local safety, health or environmental laws arising out of the use or resale of material or work furnished hereunder; (iii) personal injury or death of Seller, its agents, employees or subcontractors and/or damage to or destruction of Seller's or its subcontractor's property arising out of the use or resale of materials or work furnished hereunder; (iv) the infringement by material or work furnished hereunder of any United States or foreign patent, trademark or other intellectual property right; (v) the breach by Seller of any of its representations, warranties or covenants hereunder; (vi) any negligent act, omission, or willful misconduct of Seller or its agents; (vii) any violation of applicable laws, regulations, or industry standards by Seller; (viii) any contamination or environmental damage caused by Seller's products or services; and (ix) any cyber security incidents or data breaches related to Seller's performance hereunder. This indemnification obligation shall survive the termination or expiration of this Purchase Order.

### **3. CERTAIN CHARGES OR EXPENSES NEGATED; RISK OF LOSS**

A. Unless otherwise specifically provided herein: (i) all material shall be labeled in compliance with Buyer's Supplier Quality Manual; (ii) all material shall be packed, marked and shipped in accordance with requirements of common carriers, as specified by the Interstate Commerce Commission; (iii) no charges for packing, crating, demurrage, storage or containers shall be allowed; and (iv) any information or data disclosed or furnished to Buyer by Seller hereunder shall be deemed sold as part of the price hereof, non-proprietary and free of all restrictions whatsoever. Prices shall not include any applicable sales or similar type taxes, which shall be separately stated on any invoice. Seller shall remit to appropriate taxing authorities any sales or similar taxes paid by Buyer to Seller. Unless specifically instructed by Buyer or Buyer's third party logistics company, Seller shall select the most economical transportation mode available consistent with Buyer's delivery schedule. Seller shall use only carriers approved by Buyer or its third party logistics company, as set forth in this Purchase Order. If this Purchase Order fails to specify one or more approved carriers, Seller shall promptly contact Buyer's third party logistics company or other personnel designated by Buyer as responsible for this Purchase Order to seek instructions.

B. Delay in receiving invoices or statements will be just cause for withholding payment, without loss of cash discount privileges.

C. Notwithstanding contrary risk of loss provisions of U.C.C., the latest edition of the Incoterms® rules as published by the International Chamber of Commerce (ICC) or other shipment terms that may apply to this Purchase Order, (i) the risk of loss for conforming goods shall be on Seller until the products are delivered to the destination(s) specified in this Purchase Order, regardless of whether Buyer or Seller is paying for the freight; provided, however, that Buyer shall assume the risk of loss for conforming goods while being transported on Buyer's vehicles; and (ii) the risk of loss for nonconforming goods shall be on Seller at all times. Title to conforming goods will transfer to Buyer upon delivery even if Seller has not been paid for such goods, provided that Buyer will not be relieved of its obligation to pay for goods in accordance with the terms hereof.

D. If Seller delivers more than the quantity specified in this Purchase Order, Buyer may, at its option: (i) reject all excess goods at Seller's sole risk and expense, including return transportation costs; or (ii) accept the excess goods and pay for them at the Purchase Order unit price. Acceptance of excess goods does not constitute a waiver of Buyer's right to reject future over-deliveries. If Seller delivers less than the quantity specified in this Purchase Order, Buyer may, at its option: (i) accept the partial delivery and require Seller to complete the order at no additional cost; (ii) reject the partial delivery and cancel the Purchase Order; or (iii) source the remaining quantity from alternative suppliers and charge Seller for any additional costs incurred.

E. Buyer, at its sole discretion, may provide Seller with forecasts of its future anticipated requirements. Seller acknowledges that any such forecasts, including without limitation estimated annual volumes, are for informational purposes only and are based on a number of factors that may change over time. Buyer makes no representation, warranty, guaranty, or commitment of any kind or nature, express or implied, regarding any such forecasts, including, without limitation, with respect to the accuracy or completeness of such forecasts.

### **4. BUYER'S PROPERTY**

A. Buyer retains title to all information, drawings, designs, specifications, technical data and materials, including tools, special dies and patterns, furnished by Buyer to Seller or specifically paid for by Buyer for use with this Purchase Order and any other Buyer purchase order related to the goods covered by this Purchase Order. Such property shall remain the property of Buyer, shall be treated as Buyer's confidential information, shall be used by Seller only to complete this Purchase Order and any other Buyer purchase orders related to the goods covered by this Purchase Order and shall be returned to Buyer upon Buyer's request. Any copies or reproductions thereof shall be made only with Buyer's written consent. All of Buyer's property shall be segregated and clearly identified as property of Buyer and shall be returned to Buyer upon its request. Seller authorizes Buyer to file a UCC-1 Financing Statement covering the foregoing described property of Buyer. Buyer reserves the

right at any time and for any reason to demand possession of said materials and any copies or reproductions thereof or to enter upon the premises of Seller to reclaim possession of the same.

B. Seller assumes all risk and liability for loss or damage to such property, except for normal wear, and agrees to permit inspection and supply detailed statements of such property held upon request of Buyer. Seller shall at all times cover said property with full fire and extended coverage insurance naming Buyer as loss payee and furnish to Buyer evidence of said coverage upon Buyer's request.

## **5. WARRANTIES**

A. Seller warrants that material and work furnished hereunder shall be of the highest grade and quality, unless otherwise specified by Buyer. In addition, Seller represents and warrants that all products (including packaging) and services (including construction work) provided under this Purchase Order shall: (i) fully and strictly conform to specifications and all applicable drawings, samples, and technical requirements; (ii) be free of defects in design, material, and workmanship; (iii) be of good material and workmanship; (iv) be merchantable; (v) be free of any liens, claims or encumbrances of any kind; and (vi) conform to all requirements of Buyer's policies and procedures referenced in Section 2B of these terms and any other provisions of these terms; and (vii) comply with all applicable laws, regulations, and industry standards; (viii) be manufactured using new materials and components (no used, refurbished, or reconditioned materials without Buyer's prior written consent); and (ix) have a warranty period of not less than 36 months from the date of delivery to Buyer or 24 months from the date of delivery to Buyer's final customer, whichever is longer. In the case of goods that are manufacturing equipment or parts therefor, Seller also represents and warrants that Seller has special skills and that Buyer is relying on that skill and the judgment of Seller to select and furnish suitable products or services, and all written or oral statements of Seller as to function, quality, suitability, and use of such products or services are warranties of Seller, and Seller warrants such goods or services are fit for the general and particular purposes for which they are required. If any product or service is nonconforming Seller shall, if Buyer requests, promptly and without charge repair or replace the product or provide replacement service, or Buyer may request a refund. If any specification or instruction supplied by Buyer, regardless of the form, appears to be in conflict with any other specifications or instructions, or otherwise appears insufficient or unclear, it shall be the duty of Seller to request clarification from Buyer, who shall reserve the right to determine products or services' conformity with the specifications or instructions. At Buyer's option, any part of the material or work not complying with the requirements hereof, expressed or implied, may be returned, at Seller's risk and expense including transportation both ways, for prompt correction of defects. If Buyer rejects any portion of the goods, Buyer has the right, effective upon written notice to Seller to (a) accept the goods at a reasonably reduced price; (b) reject the goods and require replacement of the rejected goods; (c) reject the goods for prompt refund of previous payments; and (d) repair or correct the rejected goods. Payment by Buyer shall not constitute acceptance of nonconforming material or work or waive any rights of Buyer hereunder. All warranties shall survive any inspection, delivery, acceptance, or payment by Buyer. Any applicable statute of limitations runs from the date of Buyer's discovery of the non-compliance of the goods or material with the foregoing warranties.

B. All goods or material received shall be subject to Buyer's inspection and rejection. No goods or material shall be deemed accepted by Buyer until Buyer has given written notice of such acceptance to Seller. Goods or material not in conformance to Buyer's specifications will be held for Seller's instructions at Seller's risk and, if Seller so directs, will be returned to Seller at Seller's expense. No goods or material returned as nonconforming shall be replaced without a new order and schedule established by Buyer. Acceptance will not remove Seller's responsibility for latent defects or any other obligation of Seller under this Purchase Order.

C. The rights and remedies available to Buyer in this Purchase Order shall be cumulative with, and in addition to, all other remedies provided at law or in equity. In addition to any and all other remedies available to Buyer, Buyer shall be entitled to all incidental and consequential damages resulting from a breach by Seller of this Purchase Order, to the extent such damages consist of direct, verifiable customer-driven costs (including customer chargebacks, production interruption costs, and expedited freight). Buyer shall also be entitled to recover all expenses reasonably incurred in inspection, receipt, transportation, and care and custody of the goods or material rightfully rejected, any commercially reasonable charges, expenses or commissions incurred in effecting cover, and any other costs and expenses incident to a delay or breach by Seller.

D. Seller shall be responsible for the costs of any recall related to the goods provided under this Purchase Order to the extent the recall is based upon Buyer's reasonable determination that the goods fail to conform the warranties contained in these terms.

## **6. CHANGES**

Buyer may at any time by written notice make changes within the general scope of this Purchase Order. If any such change affects the time for or cost of performance, an equitable adjustment shall be made in the delivery schedule, purchase price, or both by mutual written agreement of the parties. All claims by Seller for adjustment under this clause must be asserted in writing and in full within 30 days from the date of notification of the change or shall be waived. Nothing herein shall excuse Seller from proceeding with the order as changed. No extras shall be allowed except pursuant to this clause.

## **7. TERMINATION**

A. Termination for Convenience. Buyer may at any time terminate this Purchase Order, in whole or in part, by written notice, whereupon Seller shall terminate work pursuant to the terms of such notice. Seller shall promptly advise Buyer of the quantities of applicable work and material on hand or purchased prior to termination and the most favorable disposition that Seller can make thereof. Seller shall comply with Buyer's instructions regarding disposition of such work and material. All claims by Seller based on such termination must be asserted in writing and in full within 30 days from the date of notification of the termination or shall be waived. In the event this Purchase Order is terminated as provided herein, Seller's sole and exclusive remedy is payment for the goods received and accepted by Buyer prior to the termination. The foregoing

provisions of this clause shall not apply to any termination by Buyer for default of Seller or under the following provisions of this section unless a court shall find such termination by Buyer to be improper.

B. Termination for Cause. Buyer may terminate this Purchase Order immediately upon written notice if: (i) Seller fails to deliver conforming goods or services in accordance with the delivery schedule; (ii) Seller breaches any material term or condition of this Purchase Order; (iii) Seller fails to provide an adequate assurance of performance when requested by Buyer; (iv) Seller becomes insolvent, makes an assignment for the benefit of creditors, files for bankruptcy, or has a receiver appointed; (v) Seller fails to maintain adequate insurance coverage as required; (vi) there is a change in control of Seller without Buyer's consent; or (vii) Seller violates any applicable law or regulation. In the event of a termination for cause, Buyer shall have no further liability or payment obligation to Seller. In such event, Buyer may procure substitute goods, and Seller shall be liable for any and all damages resulting from the default, including any excess costs incurred by Buyer for such substitute goods (costs of cover).

C. To the extent this Purchase Order covers items normally carried in inventory by Seller (as distinguished from items specially made to Buyer's specifications), Buyer shall have no liability for any termination of this Purchase Order, in whole or in part, prior to actual shipment. For any termination made 10 days after receipt by Buyer of items from Seller, Buyer's liability shall be limited to returning said items and reimbursing Seller for direct costs of handling and transportation.

D. Buyer shall not be liable for failure to take delivery of material or work or render any other performance in the event fire, accidents, labor difficulties, governmental actions, third-party failures or any other conditions beyond Buyer's control render it commercially impractical for Buyer to do so.

## **8. GOVERNMENT CONTRACTS**

If this Purchase Order is for material or work under a government contract or subcontract, all contract provisions applicable hereto and required by law, order, regulation or Buyer's government contract or subcontract are hereby incorporated by reference as if fully set forth herein. Where necessary to make the context of such provisions or clauses applicable to this Purchase Order, the terms "Contractor", "Contract", and "Government" or "Contracting Officer" (or terms of similar import) shall mean respectively Seller, this Purchase Order, and Buyer.

Without limited the generality of the foregoing, this contractor and any subcontractor shall abide by the requirements of Executive Order 11246 (41 CFR 60-1 through 60), as amended, and the applicable regulations in 41 CFR §60-300.5(a) and 41 CFR §60-741.5(a), and 29 CFR Part 471, Appendix A to Subpart A. If applicable, the subcontractor agrees to comply with referenced regulations. Further, if applicable, seller agrees to file Standard Form 100 (EEO-1 and the VETS-4212. This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60- 300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, gender, gender identity, sexual orientation, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

## **9. NOTICE**

Buyer values highly the confidence and good will of its customers and suppliers. Buyer offers its products only on their merit, and Buyer expects its customers to judge and purchase its products and services solely on the basis of quality, price, delivery and service. This policy applies in all of Buyer's relationships with its customers and suppliers.

## **10. BILLING AND SHIPPING INSTRUCTIONS**

A. In the absence of special packing requirements, all material shall be packed, marked and shipped in accordance with requirements of common carriers, as specified by the Interstate Commerce Commission. Seller shall package all Goods in suitable containers to permit safe transportation and handling, insure against damage from weather or transportation, and secure the lowest transportation costs. Such containers must be appropriately labeled, and contain packing sheets listing each item and its associated Order line item number. Buyer's Purchase Order number must appear on all containers, packing sheets, delivery tickets, and bills of lading.

B. The Purchase Order number must be shown on all packing slips, bills of lading, invoices and packages. Along with the Purchase Order number, the box identification should also have the packing list number, part number, and quantity on the box label. Seller shall affix to packages such bar code labels or other inventory control markings or devices as Buyer may request.

C. Packing slips shall accompany each shipment, and an original bill of lading or other shipping receipt shall be promptly forwarded by Seller to Buyer.

D. Invoices shall be rendered promptly to Buyer at its address as indicated on the Purchase Order.

E. Payment terms are indicated on the Purchase Order. Buyer may set off or charge back any amounts Seller owes Buyer against any amounts that Buyer owes Seller.

F. The prices set forth in this Purchase Order are binding and may not be increased for any reason without Buyer's prior written consent. Any invoice containing prices that differ from those specified in this Purchase Order may be rejected by Buyer and returned to Seller for correction. Buyer has no obligation to make payment on any invoice that contains pricing errors, and such invoices shall not be deemed received until corrected and resubmitted. If Seller ships goods at prices higher than those specified in the Purchase Order, Buyer may, at its option: (i) reject the goods and return them at Seller's expense; (ii) accept the goods but pay only the Purchase Order price; or (iii) treat the shipment as a breach of contract. Time for payment shall not begin to run until a conforming invoice with correct pricing is received by Buyer.

G. Seller represents and warrants that the prices and terms set forth in this Purchase Order are no less favorable than those offered by Seller to any other customer for similar quantities of similar goods under similar circumstances. If Seller offers more favorable pricing or terms to any other customer, Seller shall immediately notify Buyer and automatically extend such more favorable pricing or terms to this Purchase Order and all future Purchase Orders. If Seller fails to provide such more favorable pricing or terms, Buyer may, at its option, terminate this Purchase Order without liability to Seller.

H. If the sales price decreases for any items to be furnished hereunder, the price of all unshipped items shall be adjusted to the lower sales price.

#### **11. PROPRIETARY RIGHTS**

Any drawings, designs, specifications, technical data, technical information, formulations, ideas, inventions, concepts, discoveries, works of authorship, trade secrets, know-how, manuals, installation instructions and other documents and intellectual property furnished or disclosed by Buyer are strictly stated for the use of Seller only to complete this Purchase Order and any other Buyer purchase orders related to the goods covered by this Purchase Order. All technical and other information obtained or learned by Seller as a result of this Purchase Order or its relationship with Buyer, is and will remain the valuable, confidential and proprietary information of Buyer, including but not limited to drawings, data, specifications, components, concepts, designs, or tooling. Seller acknowledges that such information and documents are valuable property, confidential information and trade secrets of, and owned by, Buyer, and Seller shall take all reasonable steps to protect the confidentiality of such information and documents and shall not disclose, copy, publish, in whole or in part, or otherwise disseminate or make available such information or documents or their contents, in whole or in part, to any person without the prior written permission of Buyer. Seller shall implement appropriate physical, technical, and administrative safeguards to protect Buyer's confidential information consistent with industry best practices. Seller agrees not to disclose to third parties or use for its own pecuniary benefit or advantage any Buyer confidential and proprietary information. Buyer does not guarantee the accuracy of all information contained therein. Without limiting the foregoing, Seller is granted no right or license to use any such information or documents except to the extent necessary only to complete this Purchase Order and any other Buyer purchase orders related to the goods covered by this Purchase Order. Seller hereby assigns to Buyer all right, title, and interest in and to any inventions, improvements, discoveries, or other intellectual property created, developed, or conceived by Seller in the course of performing this Purchase Order that relate to or incorporate Buyer's confidential information or that are specifically developed for Buyer's use. Seller further agrees that any improvement, modification, refinement, or product developed by Seller or jointly by Seller and Buyer as a result of knowledge of Buyer's confidential and/or proprietary information shall be the property of Buyer, and shall be treated as Buyer confidential and proprietary information. Seller shall execute all documents reasonably necessary to perfect Buyer's rights in such intellectual property. Upon cancellation or termination of this Purchase Order or the parties' working relationship, or otherwise upon request of Buyer, Seller shall turn over to Buyer any and all Buyer confidential information, including all copies, excerpts or other reproductions thereof. The confidentiality provisions of this section will apply to and be binding upon Seller's officers, directors, employees, advisers, consultants and other representatives, and the protection of Buyer's confidential information and materials will expressly survive any expiration or termination of any relationships between the parties indefinitely, unless and only to the extent otherwise consented to in a writing signed by Buyer. Seller acknowledges that breach of this section would cause irreparable harm to Buyer and agrees that Buyer shall be entitled to enforce Seller's obligations hereunder by court injunction, without the need for Buyer to post a bond or other security, or court-ordered affirmative action, which injunction or ordered action may restrain a future breaking of this section if there is reasonable ground to believe that such a breach is threatened.

#### **12. FORCE MAJEURE**

Neither party shall be liable for any failure or delay in performance under this Purchase Order to the extent such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, fires, floods, earthquakes, epidemics, wars, acts of terrorism, government actions, labor disputes, or supply chain disruptions not caused by the affected party's negligence ("Force Majeure Event"). The party affected by a Force Majeure Event must: (i) provide written notice to the other party within five (5) days of becoming aware of the Force Majeure Event; (ii) describe the nature of the Force Majeure Event and its expected duration; (iii) use commercially reasonable efforts to mitigate the effects of the Force Majeure Event and resume performance; and (iv) provide regular updates on remediation efforts. Notwithstanding the foregoing, this Force Majeure provision shall not excuse Seller's payment obligations or extend payment terms, and if a Force Majeure Event affecting Seller continues for more than thirty (30) consecutive days, Buyer may terminate this Purchase Order without liability to Seller.

#### **13. LIMITATION OF LIABILITY**

**IN NO EVENT SHALL BUYER'S TOTAL LIABILITY UNDER THIS PURCHASE ORDER FOR ALL CLAIMS BY SELLER OR ANY THIRD PARTY OF WHATEVER NATURE EXCEED MONIES PAID BY BUYER TO SELLER PURSUANT TO THIS PURCHASE ORDER DURING THE SIX-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO LIABILITY. IN NO EVENT SHALL BUYER BE LIABLE TO SELLER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR INCURRED IN CONNECTION WITH THIS PURCHASE ORDER, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.**

**14. RECORDS, INSPECTIONS**

A. Seller shall maintain accurate and complete books and records with respect to all activities, orders, financial transactions, costs and expenses related to the manufacture and supply of goods hereunder and retain those records for three years unless a longer retention period is required by applicable law. Buyer shall have the right to inspect, copy and audit such records and Seller's relevant administrative and accounting policies, guidelines, practices and procedures to determine compliance with these terms upon reasonable notice during normal business hours.

B. Buyer and its designees shall have reasonable access to observe and inspect Seller's manufacturing facilities and procedures, including manufacturing operations and manufacturing records related to this Purchase Order and any other Buyer purchase orders related to the goods covered by this Purchase Order, at reasonable intervals and upon reasonable notice to Seller. Seller shall provide reasonable assistance and cooperation during such inspections, including providing qualified personnel to accompany Buyer's representatives.

**15. INSURANCE**

Seller represents and warrants that it will maintain and carry at its own expense, insurance in full force and effect, the following insurance coverage with financially sound and reputable insurers:

A. Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate;

B. Commercial umbrella insurance with limits not less than \$5,000,000 per occurrence and \$5,000,000 aggregate;

C. Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Seller's employees; and

D. Business Automobile Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident.

Upon request, Seller shall provide a certificate of insurance naming Buyer and its affiliates as an additional insured and each policy will be primary and non-contributory.

Except where prohibited by law, Seller will require its insurer to waive all rights of subrogation against Buyer's insurers and Buyer.

**16. SUPPLY CONTINUITY**

A. Seller shall provide Buyer with at least twelve (12) months advance written notice before discontinuing any Good. Upon such notice, Buyer shall have the right to place a final purchase order for Buyer's anticipated requirements, including service and aftermarket obligations.

B. Seller acknowledges that Buyer may have long-term supply obligations to its customers. Upon Buyer's written request identifying specific extended supply needs, Seller agrees to negotiate in good faith regarding extended pricing commitments, tooling preservation and maintenance, technical documentation retention, and service parts availability.

C. If Seller intends to discontinue any Good, Seller shall offer Buyer a last-time buy opportunity sufficient to cover Buyer's reasonable requirements, including known customer service obligations. All last-time buy quantities shall be offered to Buyer at the then-current contract price, without surcharge, premium, or price increase.

D. Seller shall maintain all tooling used for Buyer-specific parts, specifications, drawings, and quality documentation for a minimum of five (5) years after last delivery.

**Revision Date: May 20, 2026**