

## TERMS AND CONDITIONS FOR PURCHASE OF GOODS AND SERVICES

These Terms and Conditions for Purchase of Goods and Services (“**Agreement**”) are established by Critical Components Infrastructure (“**Buyer**”) and apply to all purchase orders, contracts, and other agreements for the purchase of goods and services. By accepting a purchase order from Buyer, performing work under a purchase order, or otherwise providing goods or services to Buyer, the supplier (“**Supplier**”) agrees to be bound by this Agreement. The terms and conditions contained herein are incorporated by reference into all purchase orders and supersede any conflicting terms in supplier proposals, acknowledgments, or other documents. Buyer and Supplier shall be individually referred to herein as a “**Party**” and collectively as the “**Parties**”.

### 1. Acknowledgement

- 1.1. Supplier’s (i) full or partial performance under, or indication thereof, (ii) acknowledgement of the Order, (iii) shipment of any goods, (iv) commencement of any services, or (v) any other action taken by Supplier in connection with the Order, constitutes Supplier’s complete and unconditional acceptance of the Order and all terms and conditions set forth in the Order and this Agreement. Any terms and conditions set forth in Supplier’s acceptance, acknowledgment, invoice, proposal, quotation, or any other form or document of Supplier that add to, vary from, or conflict with the terms hereof are hereby expressly rejected and shall be of no force or effect, regardless of when such terms are communicated to Buyer, whether before or after Buyer’s purchase order, and regardless of whether Buyer fails to object to such terms. This Agreement take precedence over and supersedes any conflicting or additional terms in any Supplier document, form, proposal, quotation, acknowledgment, invoice, or other communication, whether submitted before, with, or after Buyer’s purchase order. No terms proposed by Supplier will become part of any contract unless expressly agreed to in a written document signed by an authorized representative of Buyer. The failure of Buyer to object to provisions contained in any communication from Supplier shall not be deemed a waiver of this Agreement nor an acceptance of any such provisions.
- 1.2. Buyer may from time to time, by itself or through one or more of its Affiliates, request that Supplier perform or provide Goods or Services to Buyer on a nonexclusive basis under this Agreement as set forth in the relevant Order. Buyer reserves the right to employ other vendors for the work related thereto, and Supplier shall reasonably coordinate its work and cooperate with Buyer’s other vendors. Any Order(s) agreed to by the Parties shall incorporate this Agreement.

### 2. Definitions

- 2.1. “Buyer” means Critical Components Infrastructure, a trade name of Concentric, LLC, a Texas limited liability company, and any successor or assignee of Buyer.
- 2.2. “Delivery Date” means the date of delivery for Work as specified or referenced in an Order.
- 2.3. “Goods” means goods, parts, supplies, software, drawings, data, reports, manuals, other specified documentation, or items that are required to be delivered pursuant to, or in connection with, an Order, and, where the context requires, such services as are necessary and incidental to the delivery of Goods under any Order. For clarity, changes made by Buyer to the part numbers and/or other description of the Goods as a result of a change under the Changes clause of these Terms and Conditions will continue to be Goods.
- 2.4. “Intellectual Property” means all inventions, patents, software, copyrights, mask works, industrial property rights, trademarks, trade secrets, know-how, proprietary information and rights and information of a similar nature. Such information includes, without limitation, designs, processes, drawings, prints, specifications, reports, data, technical information, and instructions.
- 2.5. “Order” means a paper or electronic document sent by Buyer to Supplier, or an entry on a Buyer website, to initiate the ordering of Work, such as a purchase order, a scheduling agreement, or other authorization, and including, without limitation, change notices, supplements or modifications thereto. Each such Order shall be deemed to incorporate by reference these Terms and Conditions.
- 2.6. “Services” means any effort performed by Supplier, whether necessary or incidental to the delivery of Goods, or provided independently, including, without limitation, design, engineering, installation, repair, and maintenance. The term “Services” also includes any effort required by an Order.
- 2.7. “Supplier” means the legal entity providing the Work or otherwise performing work pursuant to an Order.
- 2.8. “Work” means the combined provision of Goods and/or Services.

### **Article I – Terms and Conditions Applicable to the Purchase of Goods**

This Article I applies solely to the provision of Goods by Supplier and does not apply to any Order or engagement in which Supplier is providing only Services.

### 3. Delivery

Seller shall ship Goods to the location designated from time to time by Buyer. Buyer shall provide Supplier invoicing, delivery

terms, shipping, packing, and waste reduction instructions through an attachment to, or printing on the face of, the Order, or incorporated into the Order by reference to a web site. Unless the Parties agree otherwise in writing, the delivery terms for Goods shall be DDP (Incoterms 2020) at such location(s) as may be specified by Buyer in applicable Order.

#### **4. Inspection, Acceptance, Rejection of Goods, and Compensation**

- 4.1. Supplier shall be responsible for proper packaging, labeling, and shipment of Goods. All labeling shall be in full compliance with all Laws, including Department of Transportation (“DOT”), Occupational Safety and Health Act of 1970 (“OSHA”), and Toxic Substances Control Act 15 U.S.C. §2601 et seq. labeling requirements.
- 4.2. Supplier shall have title, care, custody, control, and risk of loss for all Goods until it is delivered in accordance with the terms of the Order and acceptance by Buyer.
- 4.3. All Goods furnished pursuant to this Agreement are subject to Buyer’s right of inspection and approval at any time during the manufacturing process, while in storage or after delivery, and at any time while the work is in progress. Buyer reserves the right (payment notwithstanding) to reject and return, at Supplier’s sole expense and liability, any portion of any shipment which may be defective or fails to comply with the specifications set forth in the Order. Neither acceptance nor payment by Buyer, nor its inspection or failure to inspect, shall limit or waive Supplier’s warranties, or be deemed a waiver of any of Buyer’s rights or remedies.
- 4.4. Supplier shall be liable for Buyer’s actual costs, expenses, and damages related to or arising from nonconforming Goods or Services, including without limitation, incremental labor costs, transportation costs, and all other resulting losses or corrective action costs incurred by Buyer.

#### **5. Warranties**

- 5.1. Supplier warrants to Buyer that all Goods shall be: (i) merchantable and fit for the purpose intended; (ii) new; (iii) free from defects in material and workmanship; (iv) free from defects in design if the design is not provided by Buyer; (v) manufactured in strict accordance with any specifications in the Order and all applicable laws and regulations; (vi) free from liens or encumbrances on title; and (vii) do not and will not constitute an infringement of any intellectual property right (collectively, the “Product Warranty”). Supplier agrees that the Product Warranty is freely assignable to Buyer’s end customer.
- 5.2. Buyer may require Supplier to promptly repair or replace, at Buyer’s option, any Goods that breach the Product Warranty. Buyer may return ship the Goods on the fastest available commercial carrier at Supplier’s expense and risk of loss or damage. Goods returned to Buyer hereunder shall be shipped at Supplier’s expense and risk of loss and shall be accompanied by a notice stating whether they are new replacements or repaired originals and shall continue to be covered under this Product Warranty. Supplier shall conduct intake, review, analysis, and any other activity required to evaluate whether the returned Goods are covered by the Warranty at no expense to Buyer.
- 5.3. Notwithstanding any other provision, in addition to the foregoing, Supplier shall be liable for Buyer’s actual costs, expenses, and damages related to or arising from Goods not conforming to the Product Warranty, including, without limitation: labor and other costs related to transportation of Goods, expediting, removal, disassembly, failure analysis, fault isolation, assembly, reinstallation, reinspection, retrofit, and any and all other such corrective action costs incurred by Buyer.

#### **Article II – Terms and Conditions Applicable to the Purchase of Services**

This Article II applies solely to the provision of Services by Supplier and does not apply to any Order or engagement in which Supplier is providing only Goods.

#### **6. Warranties**

- 6.1. Supplier shall perform all Services: (a) diligently, (b) in a thorough, good, and workmanlike manner, (c) in a manner that meets or exceeds the specifications or requirements provided by Buyer or, if none are given, the highest recognized standards of good practice in the industry utilized by reputable vendors that specialize in providing similar Services, and without limiting the foregoing, (d) in a manner suited for Buyer’s purposes, either specified in the Order or advertised by Supplier (“Service Warranty”). Supplier further warrants that all Services shall be performed in compliance with all applicable safety regulations, industry best practices, and any specific safety requirements outlined in the Order or provided by Buyer.
- 6.2. All Services by Supplier or its subcontractors shall be subject to Buyer’s right of inspection at any location where the Services are being performed and at any time while the work is in progress. If Buyer discovers any defective Services, then at Buyer’s option Supplier shall, at Supplier’s sole expense and liability, promptly correct, reperform, or replace such defects or refund Buyer for that portion of the compensation attributable to the defective Services. If Supplier fails to perform the remedial action or if Buyer determines it cannot wait for Supplier to perform the remedial action, Buyer may perform or have others perform corrective work, and Supplier shall be responsible for all reasonable costs incurred by Buyer.
- 6.3. If the Buyer becomes aware that Supplier or any Supplier employee, agent, or contractor (collectively “Supplier Personnel”) either: (i) does not have the background or qualifications appropriate for the location and type of work to be performed, or (ii) repeatedly fails, in the Buyer’s sole determination, to perform in a competent

manner, Buyer may notify Supplier in writing, citing the grounds and specific supporting facts, and Supplier shall no longer schedule the relevant Supplier Personnel to provide or support any Services for the Buyer. If Supplier learns during the term of the Order of any lapse in qualifications of any of the Supplier Personnel, Supplier shall immediately remove and replace the relevant Supplier Personnel and inform Buyer of the same. All Supplier Personnel shall be appropriately trained and certified for the tasks they perform, and Supplier shall maintain records of such training and certifications. For Services performed on Buyer's or Buyer's customer's premises, Supplier Personnel shall comply with all Buyer's or Buyer's customer's safety rules, policies, and procedures, including any site-specific safety training requirements.

- 6.4. Supplier shall obtain and maintain all permits and licenses required in connection with performance of the Services and, if permitted by Buyer to subcontract, shall be fully responsible for all Services performed by subcontractors. Supplier shall not subcontract all or any portion of the Services without Buyer's prior written approval. In every case, all contractual requirements and obligations set forth in the Agreement shall be extended to subcontractors.

## 7. Safety Management

- 7.1. Safety Management System. Supplier shall establish, implement, and maintain a comprehensive safety management system that complies with all applicable laws, regulations, and industry best practices, including those of OSHA and any specific safety requirements outlined in the Order or provided by Buyer. This system shall include documented procedures for hazard identification, risk assessment, safety training, incident reporting, and emergency preparedness.
- 7.2. Incident Reporting and Investigation. Supplier shall immediately notify Buyer of any safety incidents, accidents, near misses, or hazardous conditions related to the performance of the Services or the Goods supplied. Supplier shall conduct a thorough investigation of all such incidents, provide Buyer with a copy of the investigation report, and implement corrective actions to prevent recurrence. Buyer shall have the right to participate in any such investigation.
- 7.3. Safety Training and Certification. All Supplier Personnel performing Services shall receive appropriate safety training and hold all necessary certifications required by applicable laws, regulations, or the Order. Supplier shall maintain records of such training and certifications and provide them to Buyer upon request.
- 7.4. Emergency Response. Supplier shall develop and maintain emergency response plans for all Services performed, including procedures for medical emergencies, fires, spills, and other foreseeable incidents. Supplier shall coordinate its emergency response plans with Buyer's plans where Services are performed on Buyer's or a customer's premises.
- 7.5. Safety Audits and Inspections. Buyer shall have the right, upon reasonable notice, to conduct safety audits and inspections of Supplier's facilities, equipment, and work practices related to the performance of the Order to verify compliance with this Section 7. Supplier shall cooperate fully with any such audits or inspections.

## 8. Personnel Qualification and Management

- 8.1. Personnel Qualifications. Supplier shall ensure that all Supplier Personnel assigned to perform Services under an Order are qualified, competent, and possess the necessary licenses, certifications, and experience for the tasks they perform.
- 8.2. Background Checks. If requested by Buyer, Supplier shall conduct comprehensive background checks on all Supplier Personnel assigned to perform Services, including, at a minimum, criminal history checks, employment verification, and education verification. For Services requiring access to sensitive areas or data or if requested by Buyer, Supplier shall also conduct drug testing and obtain security clearances for Supplier Personnel as required by Buyer or Buyer's customers. Supplier shall bear all costs associated with such checks and clearances and shall provide evidence of completion to Buyer upon request.
- 8.3. Ongoing Training and Certification. Supplier shall ensure that all Supplier Personnel receive ongoing training and maintain all necessary certifications relevant to their assigned tasks and any changes in applicable laws, regulations, or industry standards.
- 8.4. Personnel Removal and Replacement. If Buyer becomes aware that any Supplier Personnel either: (i) does not have the background or qualifications appropriate for the location and type of work to be performed, (ii) repeatedly fails, in Buyer's reasonable determination, to perform in a competent manner, or (iii) fails to comply with Buyer's policies or safety requirements, Buyer may notify Supplier in writing, citing the grounds and specific supporting facts. Supplier shall promptly remove such Supplier Personnel from performing Services for Buyer and replace them with qualified personnel acceptable to Buyer at no additional cost to Buyer.
- 8.5. Customer-Mandated Personnel Requirements. Supplier shall comply with any specific personnel requirements imposed by Buyer's customers, including but not limited to additional background check requirements, drug testing protocols, or specific training mandates.

## **Article III – Terms and Conditions Applicable to All Purchases**

## 9. Fees and Payment

Unless otherwise agreed to in writing between Supplier and Buyer, Buyer shall pay to Supplier the amount properly invoiced by the Supplier, up to the agreed-upon amount set forth in an Order, within sixty (60) days of the date of receipt of a properly verified invoice and any required documentation. It is expected that Supplier will submit an acceptable invoice and supporting documentation to Buyer within 2 business days from completion of the Services. In the event Supplier fails to submit an acceptable invoice and supporting documentation to Buyer within sixty (60) days of completing the Services, Buyer shall not have any duty to pay any amounts owed for such Services. Supplier shall not receive or request any payment directly from Buyer's customers. Supplier shall, as often as requested, furnish such information, evidence and substantiation as Buyer may require with respect to the performance and completion of the Purchase Order. Buyer reserves the right to withhold and retain from any and all amounts payable to Supplier hereunder, without limiting its other rights and remedies, an amount sufficient: (a) to defend, satisfy, and discharge any asserted claim that Supplier has failed to make payment for labor, work, materials, equipment, taxes or other items, (b) to defend, satisfy, and discharge any claim that Supplier has caused damage to the property of any customer of Buyer; (c) to reimburse Buyer for any costs incurred as a result of any act or omission by Supplier; and/or (d) to protect Buyer from the possible consequences of any other breach or default by Supplier hereunder. Further, Supplier may be subject to other withholding, retentions, and financial penalties related to Supplier's poor performance or non-performance, which poor or non-performance shall be communicated by Buyer to Supplier from time to time as necessary. Supplier expressly waives and shall neither attach nor permit the attachment of any liens, claims, or encumbrances of any kind upon the property of Buyer or any customer of Buyer as a result of Supplier's performance under this Agreement. Supplier shall ensure that all subcontractors and material suppliers also waive any lien rights. If any lien is filed in violation of this provision, Supplier shall immediately take all necessary action to remove such lien at its sole expense.

## 10. Delivery and Performance Standards

- 10.1. Electronic Data Exchange. Supplier shall use the electronic data exchange billing and invoicing systems (collectively, "Buyer Systems") specified by Buyer for all Order-related communications, including but not limited to order confirmations, shipping notifications, invoices, and delivery updates.
- 10.2. Delivery Dates. The delivery information in the Buyer Systems shall establish the Delivery Dates for the Goods and/or Services. Time is of the essence in Supplier's performance of an Order, and Supplier shall deliver Goods and perform Services by the Delivery Date.
- 10.3. Customer Flow-Down Delivery Requirements. Supplier acknowledges that Buyer may have specific delivery requirements imposed by its customers. Supplier shall comply with all such customer-mandated delivery requirements as communicated by Buyer, including but not limited to specific delivery windows, packaging, labeling, and documentation.
- 10.4. Expedited Delivery. In urgent situations, Buyer may request expedited delivery of Goods or Services. Supplier shall use commercially reasonable efforts to accommodate such requests and shall promptly provide Buyer with a revised delivery schedule and any associated additional costs for Buyer's approval.
- 10.5. Supplier Qualification Program. Prior to performing any Work under this Agreement, Supplier shall participate in Buyer's supplier qualification program and provide all requested information, including but not limited to: (i) current financial statements and credit references, (ii) number of employees and organizational structure, (iii) equipment inventory and vehicle fleet information, (iv) office and facility locations, (v) current licenses, certifications, and permits, (vi) insurance certificates, and (vii) references from other customers. Supplier shall maintain its qualification status throughout the term of this Agreement by providing updated qualification information annually or upon Buyer's reasonable request. Failure to maintain qualification standards may result in suspension or termination of Supplier's approved status. Buyer may develop and implement a supplier scorecard or otherwise communicate to Supplier certain performance metrics, including but not limited to response time, first-time fix rate, customer satisfaction scores, safety performance, and compliance with Buyer's systems and procedures. Supplier shall cooperate with all performance monitoring activities and work with Buyer to address any performance deficiencies.

## 11. Inspection, Acceptance, and Rejection

- 11.1. Inspection Period. For a period of ninety (90) days following Buyer's receipt of Goods or completion of Services performed by the Supplier, Buyer shall be entitled to inspect such Goods or Services to ensure conformity with the Order ("Inspection Period").
- 11.2. Non-Conforming Work. During the Inspection Period, Buyer may, with respect to any Work that does not conform in one or more respects to the Order: (i) reject all or a portion of such nonconforming Work; or (ii) accept all or a portion of such nonconforming Work with a price reduction for the cost of repair or the diminution of value.
- 11.3. Cure Period. If Buyer rejects all or any portion of the Work, Supplier shall have a reasonable period, not to exceed five (5) days, to cure such non-conformity at its sole expense. If Supplier fails to cure within the specified period, Buyer may, at its option, (i) terminate the affected portion of the Order, (ii) procure substitute Work from a third party and charge Supplier for any excess costs, or (iii) pursue any other remedies available at law or in equity.

11.4. Customer-Mandated Inspection. Supplier shall comply with any specific inspection requirements imposed by Buyer's customers, including allowing Buyer's customers or their representatives to inspect Work at Supplier's facilities or at any other location where the Goods are manufactured or Services are performed.

## 12. Customer Flow-Down Requirements Framework

12.1. Flow-Down of Customer Requirements. Supplier acknowledges that Buyer may be subject to certain obligations and requirements imposed by its customers ("Customer Requirements"). To the extent Customer Requirements are applicable to the Goods or Services provided by Supplier, Supplier shall comply with and ensure that all Supplier Personnel and subcontractors comply with such Customer Requirements. Buyer shall provide Supplier with all relevant Customer Requirements.

12.2. Audit Rights. Buyer shall have the right, upon reasonable notice, to audit Supplier's compliance with Customer Requirements, including reviewing relevant documentation and inspecting facilities and processes. Supplier shall cooperate fully with any such audits.

12.3. Termination for Non-Compliance. In addition to any other termination rights, Buyer may terminate an Order or this Agreement immediately upon written notice if Supplier fails to comply with any material Customer Requirement and such failure is not cured within five (5) days after written notice from Buyer.

12.4. Indemnification for Flow-Down Failures. Supplier shall indemnify, defend, and hold harmless Buyer from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to Supplier's or its subcontractors' failure to comply with any Customer Requirements.

## 13. Insurance Requirements

13.1. Minimum Coverage. Without limiting any of Supplier's obligations hereunder, Supplier agrees to secure and carry as a minimum the following insurance with respect to all work to be performed under the Order for the duration of the Order and for a period of two (2) years thereafter:

- (i) For Services performed, Workers' Compensation Insurance, inclusive of an alternate employer endorsement, in an amount sufficient by virtue of the laws of the U.S., state, or other governmental subdivision in which the work or any portion of the work is performed and Employer's Liability Insurance in the minimum amount of \$1,000,000 for any one occurrence; provided that for services performed in monopolistic states (states where workers' compensation insurance must be obtained through a state-operated fund), Supplier must be registered with the appropriate state authority or workers' compensation fund;
- (ii) Commercial General Liability Insurance including, without limitation, Premises Liability and contractual Liability, in which the limit of liability for property damage and bodily injuries, including, without limitation, accidental death, shall be at a minimum, a combined single limit of \$1,000,000 for any one occurrence, and \$2,000,000 in aggregate coverage, which can include a combination of primary and excess coverages;
- (iii) if Supplier vehicles are used on Buyer's premises and/or used to accomplish work under the Order or otherwise on behalf of Buyer, Automobile Liability Insurance in which the limit of liability for property damage and bodily injuries, including, without limitation, accidental death, shall be a combined single limit of \$1,000,000 for any one occurrence;
- (iv) umbrella liability in an amount of \$5,000,000;
- (v) if Supplier or its subcontractors have Buyer's materials or equipment in its care, custody or control, Supplier shall have and maintain All-Risk Property Insurance in an amount sufficient to meet or exceed the value of such material;
- (vi) if Supplier is performing professional services on behalf of Buyer, Supplier shall maintain Professional Liability (Errors & Omissions) Insurance with a limit of no less than \$2,000,000 per claim and in the aggregate;
- (vii) if Supplier handles, stores, or processes Buyer's or Buyer's customers' data, Supplier shall maintain Cyber Liability Insurance with a limit of no less than \$2,000,000 per claim and in the aggregate; and
- (viii) if Services involve potential environmental contamination, Supplier shall maintain Pollution Legal Liability Insurance with a limit of no less than \$2,000,000 per claim and in the aggregate.

13.2. Insurer Ratings. All such insurance shall be in a form and with insurers rated at least "A-VII" by A.M. Best or at least "BBB" by S&P (or an equivalent rating as produced by another rating agency acceptable to Buyer), and issued by companies authorized to do business under the laws of each state or jurisdiction in which all or part of the Services are to be performed.

13.3. Additional Insured; Waiver of Subrogation. The insurance policies required under this Section 13 shall contain a

provision prohibiting cancellation or material change except upon at least thirty (30) days' prior notice to Buyer. All such insurance policies will be primary in the event of a loss arising out of the Supplier's performance of work and provide that where there is more than one insured the policy will operate, except for the limits of liability, as if there were a separate policy covering each insured and shall operate without right of contribution from any other insurance carrier by Buyer. Certificates evidencing such insurance and endorsements naming Buyer as an additional insured or, in the case of All Risk Property Insurance, naming Buyer as a loss payee, shall be made available to Buyer upon execution of the Order and before commencement of any work hereunder, and at least three (3) days prior to the expiration of the insurance certificate(s). To the extent permitted by law, Supplier and its insurer(s) agree that subrogation rights against Buyer are hereby waived; such waiver shall be reflected on the insurance certificate. Supplier shall, if requested by Buyer, advise Buyer of the amount of available policy limits and the amounts of any self-insured retention.

#### 14. Termination

- 14.1. Termination for Material Breach. Either Party may terminate an Order or this Agreement, in whole or in part, for material breach by the other Party if such breach is not cured within thirty (30) days after receipt of written notice specifying the breach. If the breach is not capable of being cured within thirty (30) days, the breaching Party shall commence cure within such period and diligently pursue the cure to completion.
- 14.2. Termination for Convenience. Buyer may, at any time, terminate all or part of an Order for its convenience upon ten (10) days' prior written notice to Supplier. Upon such termination, in accordance with Buyer's written direction, Supplier shall immediately: (i) cease work and place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the Order; (ii) prepare and submit to Buyer an itemization of all completed and partially completed Work; (iii) deliver to Buyer any and all Work completed up to the date of termination at the pre-termination Order price; and (iv) if requested by Buyer, deliver any work-in-process. In the event Buyer terminates in accordance with this Section 14.2 after performance has commenced, Buyer shall compensate Supplier only for the actual and reasonable work-in-process costs incurred by Supplier on Work already provided, provided Supplier uses reasonable efforts to mitigate its own and Buyer's liability. Supplier's termination claim must be submitted within ninety (90) days from the effective date of the termination. Buyer shall not be liable to Supplier for costs or damages associated with Buyer's termination other than as described in this Section 14.2, and in no event for lost or anticipated profits, or unabsorbed indirect costs or overhead, or for any amount in excess of the price allocated to the portion of the Order terminated.
- 14.3. Termination Due to Customer Requirements. Buyer may terminate an Order or this Agreement, in whole or in part, upon written notice to Supplier if Buyer's customer terminates its agreement with Buyer or materially changes its requirements such that the continuation of the Order is no longer commercially viable or feasible for Buyer. In such event, Buyer shall compensate Supplier for actual and reasonable work-in-process costs incurred up to the date of termination, subject to Supplier's mitigation efforts.
- 14.4. Transition Assistance. Upon any termination or expiration of an Order or this Agreement, Supplier shall, at Buyer's request and expense, provide reasonable transition assistance to Buyer to ensure a smooth and orderly transfer of the Work to Buyer or a new supplier. This may include, but is not limited to, providing documentation, data, and knowledge transfer.

#### 15. Indemnification

- 15.1. **To the greatest extent permitted by law, Supplier shall indemnify, defend, and hold harmless Buyer and its affiliates, and their respective employees, agents, officers, directors, successors, and assigns from and against any and all suits, claims, judgments, awards, losses, damages, liabilities, costs, or expenses (including, without limitation, reasonable attorneys' fees) ("Claim") relating to, arising out of, or caused by: (i) Supplier's performance or non-performance under this Agreement; (ii) any breach of this Agreement by Supplier; (iii) the negligence or willful misconduct of Supplier or its personnel; (iv) any bodily injury (including death) or damage to tangible personal property caused by Supplier or its personnel; (v) Supplier's violation of any applicable law, rule, or regulation; or (vi) any actual or alleged infringement or misappropriation of any Intellectual Property right by the Goods or Services. Supplier's indemnification obligations hereunder shall apply regardless of whether the claim is groundless, false, or fraudulent, and shall be in addition to any other rights or remedies Buyer may have at law or in equity.** For any indemnity obligations arising under Section 15.1(vi) hereof, if the manufacture, use, or sale of the Goods is enjoined by a court, if delivery is precluded by a government entity, or if Supplier refuses to supply Goods to avoid a potential third party claim, Supplier shall avoid any disruption to Buyer and shall: (i) secure for Buyer the right to use or sell such Goods; (ii) modify or replace such Goods with equivalent non-infringing Goods; or (iii) provide such other solution acceptable to Buyer. Supplier shall reimburse Buyer for Buyer's costs incurred in obtaining all internal and external approvals, qualifications, certifications, and the like, necessary for making, using, and selling alternate non-infringing Goods. Supplier shall refund to Buyer the purchase price of any such Goods that Buyer is prohibited from using or selling. Notwithstanding the foregoing, the indemnification obligations of Supplier shall not apply to the extent that a claim arises from the gross negligence or willful misconduct of Buyer.
- 15.2. Indemnification Procedure. Supplier shall, upon written notice from Buyer of a Claim, promptly assume and diligently conduct the entire defense of a Claim at its own expense. Insofar as Buyer's interests are affected, Buyer shall have the right, at its own expense and without releasing any obligation of Supplier, to participate and intervene in a Claim. Buyer shall have the right to reasonably reject counsel selected by Supplier. Supplier shall not enter into any settlement without Buyer's prior written consent, which shall not be unreasonably withheld.

Buyer may supersede Supplier in the defense of any Claim and assume and conduct the defense at Buyer's sole discretion. In such an event, Supplier shall be released from any obligation to pay for attorneys' fees and court costs, but not settlement or damages, and any such release is expressly conditioned on Supplier's complete cooperation with Buyer in Buyer's defense of such Claim at Buyer's expense. Buyer shall not enter into any settlement without Supplier's prior written consent, which shall not be unreasonably withheld.

15.3. Customer Indemnification Flow-Through. Supplier acknowledges that Buyer may have indemnification obligations to its customers. To the extent that Supplier's acts or omissions give rise to a claim against Buyer by a customer, Supplier's indemnification obligations under this Section 15 shall extend to cover Buyer's indemnification obligations to its customer.

## 16. Taxes

16.1. All payments, prices, fixed or otherwise, sums, payments, fees, taxes, and monetary amounts set forth in the Order or this Agreement are exclusive of any and all sales and use taxes, value added taxes, goods and services taxes, taxes levied upon importation (such as customs duties and excises), and any other taxes (collectively, "Taxes").

16.2. When invoicing, Supplier shall: (i) include amounts of Taxes, or specific fees Supplier is required by applicable law to add-on to the sales price and collect from Buyer or otherwise is legally due from Buyer, and (ii) separately state each of the Taxes.

16.3. Supplier shall be responsible for payment of all Taxes, and for the fulfillment of Supplier's obligations under applicable law with respect to collecting and remitting Taxes collected from Buyer under this Agreement, to the proper tax authority. Supplier shall pay any penalties, fees, or interest charges imposed by a tax authority or other authority resulting from the non-payment of Taxes collected by Supplier. Supplier shall also pay any Taxes arising out of its willful misconduct or negligence for which Buyer becomes liable.

16.4. Notwithstanding the foregoing, Supplier shall pay directly and be solely responsible for the payment of any and all import tariffs or any other similar import fees levied on any goods delivered hereunder as of the date of any Order.

## 17. Changes

17.1. Buyer may, by written notice, make changes within the general scope of the Order, including, without limitation, changes in whole or part, to: (i) shipping, waste reduction, or packing instructions, (ii) place of delivery, (iii) any designs and drawings, (iv) the statement of work, (v) the method or manner of performance, and/or (vi) quality requirements ("Change(s)"); provided, however, that any Order terms that incorporate flexibility for variations and/or modifications do not constitute a "Change". Supplier shall perform any Changes ordered by Buyer, provided that Supplier shall not be required to perform any Change that is outside the general scope of the Order or commercially unreasonable without mutual written agreement.

17.2. If a Change causes an increase or decrease in the cost of, or the time required for, performance, an equitable adjustment shall be made in price or delivery schedule or both ("Adjustment Claim"). The parties shall negotiate in good faith to agree on an equitable adjustment to price and/or schedule. If the parties cannot agree, the matter shall be resolved in accordance with the dispute resolution provisions of this Agreement; provided that Supplier delivers to Buyer an Adjustment Claim in writing in the form of a complete change proposal, fully supported by factual information, to Buyer no later than fifteen (15) days after Supplier's notification of the Change.

## 18. Confidentiality, Use Restrictions, Privacy, and Cybersecurity

18.1. "Confidential Information" means all information, knowledge, or data (including, without limitation, financial, business, and product strategy information; product specifications; product designs; procedures; studies; tests; and reports) in written, electronic, tangible, oral, visual, or other form, (i) disclosed by, or received by, either Party to the other Party or (ii) conceived, created, acquired, or first reduced to practice in connection with the Order. If either Party furnishes sample products, equipment, or other objects or material to the other Party, the items so received shall be used and the information obtained from said items shall be treated as if they were Confidential Information disclosed in connection with the Order.

18.2. Unless the receiving Party has received the disclosing Party's express written consent to the contrary, the receiving Party shall (i) use the Confidential Information solely for the purposes of the Order, and not for any other purpose (including, without limitation, designing, manufacturing, selling, servicing, or repairing equipment for entities other than the disclosing Party; providing services to entities other than the disclosing Party; or obtaining any government or third party approvals to do any of the foregoing); (ii) safeguard the Confidential Information to prevent its disclosure to or use by third parties by, at the very least, using all reasonable security measures and in compliance with relevant industry standards and applicable laws and regulations; (iii) not disclose the Confidential Information to any third party; and (iv) not reverse engineer, disassemble, or decompile the Confidential Information. Upon termination or expiration of the Order, or upon the disclosing Party's request, the receiving Party shall promptly return or destroy all Confidential Information and all copies thereof.

18.3. Supplier may disclose the Confidential Information to only officers, directors, employees, contract workers,

consultants, agents, affiliates, or subcontractors of Supplier who have a need to know such Confidential Information for the purposes of the Order and who have executed a written agreement with Supplier obligating such entity or person to treat such information in a manner consistent with the terms of this Section.

- 18.4. The Order shall not restrict either Party from using or disclosing any information that, as proven by written contemporaneous records kept in the ordinary course of business: (i) is or may hereafter be in the public domain through no improper act or omission of the receiving Party or a third party; (ii) is received by the receiving Party without restriction as to disclosure by the receiving Party from a third party having a right to disclose it; (iii) was known to the receiving Party on a non-confidential basis prior to the disclosure by the disclosing Party; or (iv) was independently developed by employees of the receiving Party who did not have access to any of the disclosing Party's Confidential Information.
- 18.5. If Confidential Information is required to be disclosed pursuant to judicial process, the receiving Party shall promptly provide notice of such process to the disclosing Party and, upon request, shall cooperate with the disclosing Party to the fullest extent practicable in seeking a protective order or otherwise contesting such a disclosure. Disclosure of such requested Confidential Information shall not be deemed a breach of the Order provided that the obligations of this Section are satisfied by the receiving Party.
- 18.6. Supplier shall not make or authorize any news release, advertisement, or other disclosure that (i) relates to the Order or the relationship between Buyer and Supplier, (ii) denies or confirms the existence of the Order or (iii) makes use of Buyer's name or logo, in each case without the prior written consent of Buyer.
- 18.7. Privacy. Without limiting any of the foregoing, to the extent that, in connection with providing the Good or Services, Supplier has any contact with personal identifying information ("PII"), Supplier shall access, manage, store, disclose, and transmit the PII of the employees and agents of Buyer, and of its customers and other suppliers, only in furtherance of Supplier's obligations under the Order and in accordance with the written instructions of Buyer, and will access, manage, store, disclose, and transmit any PII (including that of Supplier's personnel) in strict compliance with all applicable federal, state, and local data protection laws and regulations (e.g., GDPR, CCPA). Supplier shall notify Buyer within twenty-four (24) hours of discovering any actual or suspected data breach or unauthorized disclosure of PII.
- 18.8. Cybersecurity. Supplier shall implement and maintain industry-standard administrative, technical, and physical safeguards to protect Buyer's Confidential Information and PII. Supplier shall regularly conduct risk assessments and promptly remediate any identified vulnerabilities. Supplier shall generally comply with and conform to the information security protocols contained in Special Publication 800-53 of the National Institute of Standards and Technology. Buyer shall have the right, upon reasonable notice (but in no event less than ten (10) calendar days' notice), to audit the cyber preparedness of Supplier via survey with attestation or similar evaluation procedure.

## 19. Standards of Business Conduct

- 19.1. Supplier shall adopt and comply with a policy statement or code of conduct regarding business ethics ("Code") that is consistent with the Code of Conduct, attached hereto as Exhibit A. The Code shall be suitable for Supplier's business and as a minimum will require compliance with all applicable laws and regulations. The Code shall assure a safe and healthy work environment, prohibit the use of child or forced labor, provide for the protection of the environment and minimization of waste, emissions, energy consumption, and the use of materials of concern, and prohibit engagement in corrupt practices (e.g. facilitating, offering, or paying any bribe).
- 19.2. Supplier represents and warrants that it has not and shall not offer or give anything of value (in the form of entertainment, gifts, or otherwise) to Buyer's employees or representatives for the purpose of obtaining the Order or favorable treatment under the Order. Supplier represents and warrants that it has not made, nor will it make, or offer to make any political contributions, or pay, or offer to pay any fees or commissions in connection with the Order. Supplier further represents and warrants that it will comply with all applicable anti-corruption laws, including but not limited to the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Supplier shall promptly notify Buyer of any known or suspected violations of its code of conduct or applicable law, and shall cooperate fully with any Buyer investigation into such violations.
- 19.3. While Supplier is an independent contractor for Buyer and for one (1) year thereafter, Supplier shall not, directly or indirectly, solicit, be hired or retained by, consult with, or otherwise contract with any Customers (as defined herein) of Buyer, either for Supplier itself or on behalf of any other entity which shares common ownership with Supplier. For purpose of this Section, "Customers" means any and all clients or customers of Buyer as of the date Supplier ceases to be an independent contractor of Buyer and during the one (1) year period immediately preceding the date Supplier ceases to be an independent contractor of Buyer.
- 19.4. During the term of this Agreement and for one (1) year thereafter, Supplier shall not, without Buyer's prior written approval in each instance, directly or indirectly solicit, recruit, hire, engage as an independent contractor, or offer employment to any of Buyer's present or former employees who were employed by Buyer during the twelve (12) months preceding such solicitation, recruitment, hiring, or engagement.
- 19.5. From time to time and upon reasonable request of Buyer, Supplier shall, at its sole cost and expense, complete various surveys and questionnaires concerning conflict materials, environmental matters, supply chain controls, legal compliance, and other matters related to Supplier's business practices and supply chain, as provided by

Buyer. Supplier shall use diligent efforts to gather and provide accurate information in a timely manner and shall return the completed surveys and questionnaires to Buyer in a manner reasonably required by Buyer.

## 20. Compliance with Laws

Supplier shall comply with all applicable national, state, provincial, and local laws, ordinances, rules, and regulations applicable to the performance of the Order, including, without limitation, those relating to (i) the manufacture or provisioning of Goods and/or Services, (ii) the shipping of Goods, and (iii) the configuration or content of Goods for the use intended by Buyer. Supplier shall promptly notify Buyer of any actual or suspected violation of law related to the Order. Without limiting the foregoing, Supplier shall obtain all necessary licenses and comply with the most current export control and sanctions laws, regulations, and orders applicable at the time of the export, re-export, transfer, disclosure, or provision of Goods, software, technology or Services including, without limitation, the (i) Export Administration Regulations (“EAR”) administered by the Bureau of Industry and Security, U.S. Department of Commerce, 15 C.F.R. parts 730-774; (ii) International Traffic in Arms Regulations (“ITAR”) administered by the Directorate of Defense Trade Controls, U.S. Department of State, 22 C.F.R. parts 120-130; (iii) Foreign Assets Control Regulations and associated Executive Orders administered by the Office of Foreign Assets Control, U.S. Department of the Treasury, 31 C.F.R. parts 500-598; and (iv) laws and regulations of other countries. Supplier further represents and warrants that it does not and will not use or provide certain covered telecommunications equipment or services from prohibited providers as contemplated in Section 889 of the National Defense Authorization Act, and will promptly notify Buyer if this changes.

## 21. Applicable Law and Forum

The validity, construction, and performance of the Order and these Terms and Conditions shall be governed by and interpreted in accordance with the laws of the State of New York, U.S.A., with the exception of conflicts of law rules that would result in the application of the law of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Supplier agrees to the exclusive jurisdiction of the state and federal courts of competent jurisdiction of the State of New York, and agrees not to commence any suit or proceeding relating hereto except in such courts. EACH PARTY IRREVOCABLY WAIVES ANY DEFENSE OF FORUM NON CONVENIENS, AS WELL AS ALL RIGHTS TO A TRIAL BY JURY IN ANY SUIT, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THE ORDER.

## 22. Miscellaneous

- 22.1. Assignment. Any assignment by Supplier of an Order, in whole or in part, by operation of law or otherwise, without Buyer’s prior written consent shall be null and void and shall constitute a material breach of the Order.
- 22.2. Setoff. Buyer may withhold, deduct, and/or set off all money due, or which may become due to Supplier arising out of Supplier’s performance under the Order or any other transaction with Buyer.
- 22.3. Partial Invalidity/Unenforceability. If in any provision of the Order or this Agreement shall be determined to be invalid or unenforceable under any applicable law by any competent court or arbitration tribunal, such provision shall be ineffective only to the extent of such prohibition or unenforceability. The remaining provisions shall be given effect in accordance with their terms. The provision declared invalid or unenforceable shall be deemed to be restated to reflect as nearly as possible the meaning and essence of such provision without rendering such amended provision invalid or unenforceable.
- 22.4. Survival. All rights, obligations, and duties hereunder, which by their nature or by their express terms extend beyond the expiration or termination of the Order, including, without limitation, the warranties, indemnifications, confidentiality and use restrictions, privacy protections, and product support obligations, shall survive the expiration or termination of the Order.
- 22.5. No Waiver. No failure of any Party to exercise any right under, or to require compliance with, the Order, or knowledge of past performance at variance with the Order, shall constitute a waiver by such Party of its rights hereunder. No concession, latitude, or waiver allowed by either Party to the other at any time shall be deemed a concession, latitude, or waiver with respect to any rights unless and only to the extent expressly stated in writing, nor shall it prevent such Party from enforcing any rights in the future under similar circumstances.
- 22.6. Delays. Whenever there is an actual delay or threat to delay the timely performance of the Order, Supplier shall immediately notify Buyer in writing of the probable length of any anticipated delay and take, and pay for, all activity to mitigate the potential impact of any such delay.
- 22.7. Force Majeure. Supplier shall be liable for any failure or delay in performance in connection with the Order, except where such failure or delay results from causes that are, at one and the same time, unforeseeable, unavoidable, outside of its control, and without its fault or negligence (“Force Majeure Event”), provided Supplier gives Buyer, within three (3) days of Supplier’s learning of such cause, written notice to the effect that a failure or delay by Supplier will occur or has occurred its expected duration, and shall use diligent efforts to mitigate the impact and resume performance as soon as possible. If a Force Majeure Event continues for more than 30 days, Buyer may terminate the affected Order without liability. If a failure or delay in performance is caused by an event affecting any of Supplier’s suppliers, such failure or delay shall not be excusable unless such event is a Force Majeure Event as defined above and the good or service to be provided by such supplier is not obtainable by Supplier from other sources in time for timely delivery of the Goods to Buyer. Buyer shall be excused for any failure or delay in performance due to any cause beyond its reasonable control.

- 22.8. Notices. Any notice from one Party to the other under any Order shall be in writing and either: (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) sent by a recognized overnight mail or courier service with delivery receipt requested; (iv) sent by e-mail with acknowledgement of receipt by recipient (provided that an out-of-office notice or other automatic replay shall not constitute such acknowledgment); or (v) sent by facsimile transfer, in each case utilizing the contact information set forth in the Order.
- 22.9. Relationship of the Parties. The relationship between Supplier and Buyer will be that of independent contractors and not that of principal and agent, nor that of employer and employee, nor that of legal partners. Neither Party will represent itself as the agent or legal partner of the other Party nor perform any action that might result in other persons believing that it has authority to contract in any way to enter into commitments on behalf of the other.
- 22.10. Entire Agreement; Order of Precedence. This Agreement shall be primary and control over any conflicting terms in an Order, unless the Order explicitly states that it overrides a specific provision of this Agreement. This Agreement shall also prevail over any Supplier terms (including any portal, purchase order, or other Supplier documents).

## Exhibit A—Code of Conduct

Buyer seeks to conduct business in a safe, lawful, and ethical manner in all countries in which we have the privilege to work. To achieve this purpose, we expect our Service Providers to subscribe to certain principles in conducting business. While Buyer recognizes that there are different legal and cultural environments throughout the world, this Code of Conduct (this "Code") sets forth the basic requirements all Suppliers must meet in order to do business with Buyer. Supplier shall maintain accurate records demonstrating compliance with this Code and provide evidence of such compliance to Buyer upon request.

Failure by Supplier to comply with this Code will constitute an event of default under any contract between Buyer and Supplier and may be sufficient cause for Buyer to revoke a Supplier's "approved" status. Buyer reserves the right, as a condition of Supplier approval, to conduct unannounced, periodic audit inspections of Supplier, its facilities, and business practices to verify compliance with this Code. Supplier agrees to cooperate fully and to provide Buyer's representatives or agents with any and all information requested, which is necessary to demonstrate compliance with this Code. Supplier shall promptly notify Buyer of any known or suspected violations of this Code or applicable law, and shall cooperate fully with any Buyer investigation into such violations.

1. General ethical standards - Buyer respects the legal, ethical, and moral standards and beliefs of all people and cultures with which we do business. We in turn expect our Supplier to respect our rules and procedures. Suppliers that produce goods for Buyer will operate in full compliance with the laws of their respective countries and with all other applicable laws, rules and regulations, and with the principles set forth in the Mitsubishi Heavy Industries [Global Code of Conduct](https://www.mhi.com/company/aboutmhi/policy/conduct.html) (available at: <https://www.mhi.com/company/aboutmhi/policy/conduct.html>).
2. Customs Compliance - Suppliers importing products from countries outside the United States must comply with applicable US customs law and will establish and maintain programs to comply with customs laws regarding illegal transshipment of products. Buyer is a participant in the U.S. Customs Trade Partnership Against Terrorism Program. Supplier will, at all times, do whatever is necessary to maintain a high level of product shipment security, which includes ensuring the integrity of their security practices and communicating the U.S. Customs and Border Protection security guidelines to their business partners within the supply chain. Routine audits of plant security procedures must be put into place. Any deficiencies found during the audit process should be addressed immediately.
3. Health & Safety – Buyer strives to have a safe and healthy working environment in all the facilities that Buyer owns, operates, and provides services in. Buyer requires that any Supplier who we utilize for services will provide a safe and healthy environment for their employees in the workplace. Supplier shall comply with all federal, state / provincial, and local safety laws, rules, and regulations, including those of Buyer and its customers. Supplier further agree to notify local community authorities in case of any environmental emergency. If Supplier creates any hazard, Supplier shall eliminate the hazard before any further work may proceed. Supplier will practice good housekeeping and not block aisles or fire exits. Supplier must cordon off work areas that require work to be performed above any person. Buyer prohibits the use or possession of guns, drugs, or alcohol on client sites. Job specific personal protective equipment must be used (e.g., face shields, goggles, gloves, safety shoes, helmets). Supplier shall report all workplace accidents, injuries or illness, regardless of severity, to Buyer.
4. Wages and hours - Supplier will set working hours, wages, and overtime pay in compliance with all applicable laws and regulations. Workers shall be paid at least the legal minimum wage. While we understand that overtime is occasionally necessary, contractors and suppliers must allow workers a reasonable amount of time off from their duties to ensure humane and productive working conditions.
5. Child labor - The use of child labor is strictly prohibited. Supplier shall employ only workers who meet the minimum legal age requirement applicable to that area. If, however, the laws of that country do not provide such a definition, or if the definition includes individuals below the age of 16, Buyer defines "child" for purposes of determining use of illegal child labor as anyone who is less than 16 years of age, or is younger than the compulsory age to be in school in the country in which the business is being conducted, if that age is higher than 16.
6. Discrimination, Harassment & Retaliation - Supplier personnel shall not (a) discriminate with respect to any characteristic or condition subject to protection under applicable law; (b) engage in any harassment of any kind, including without limitation, abusive conduct or bullying, sexual harassment, or harassment with respect to any characteristic or condition subject to protection under applicable law; or (c) retaliate against those who report misconduct or participate in investigation of the same.
7. Working Conditions - Supplier must treat all workers with respect and dignity and provide them with a safe and healthy environment. Supplier shall comply with all applicable laws and regulations regarding working conditions. Supplier shall not use corporal punishment or any other form of physical or psychological coercion.
8. Stop Work Policy - Whenever an imminent danger is present to any person, Supplier has the obligation to stop work so that all hazards are abated, or until safe work practices are established. Supplier is required to report all "stop work" actions immediately to Buyer for investigation. During the investigation, the Supplier personnel will not return to the work activity without authorization from Buyer. For the purposes of this policy, an imminent danger includes, but is not limited to:
  - i. Any situation for which the individual is not properly trained or experienced;
  - ii. Any situation for which the individual is not equipped (i.e., safety or personal protective equipment);
  - iii. Any hazard that is not typical to the individual's work activities or job;
  - iv. Any worker unfit for work due to a medical condition or the influence of drugs or alcohol; or
  - v. Any danger that would normally stop work in the affected area.