OREGON TOOL, INC.
TERMS AND CONDITIONS OF PURCHASE

1. **Governing Provisions**. This document is an offer or counteroffer by Oregon Tool, Inc, a Delaware corporation ("**Purchaser"**) to purchase the products and/or services (collectively, the "**Products**") described in the accompanying request for proposal, purchase order or other document provided by Purchaser to Seller herewith (the "**Purchaser Document**") in accordance with these terms and conditions (these "**Terms**"), is not a confirmation or acceptance of any offer made by seller ("**Seller**"); and acceptance of this offer is expressly made conditional on assent to these Terms and the other provisions contained in the Purchaser Document. Purchaser hereby objects to any additional or different terms contained in any of Seller's quotation, acknowledgment, invoice or other forms, or in any other correspondence from Seller. No such additional or different terms will be of any force or effect. These Terms and any consistent terms in the Purchaser Document (together, the "**Agreement**") collectively constitute the entire agreement between the parties on the subject of any purchase(s) by Purchaser from Seller, superseding all prior written and oral communications and negotiations. This offer expires 30 calendar days after its date or upon prior written notification thereof to Seller.

THE NEGOTIATION, PERFORMANCE, AND ENFORCEMENT OF THE AGREEMENT, SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE AND PROCEDURAL LAWS OF THE STATE OF OREGON, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL NOT BE GOVERNED BY THE PROVISIONS OF THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. Purchaser and Seller each irrevocably and unconditionally agree that the sole and exclusive forum and venue for any legal or equitable action or proceeding arising out of or in connection with the Agreement will lie in the United States District Court for the District of Oregon or the courts of the State of OREGON sitting in Multnomah County and each party hereby irrevocably and unconditionally submits to the sole and exclusive personal jurisdiction of such courts.

2. **Changes**. Purchaser reserves the right at any time to make changes in any one or more of the following: (a) specifications, drawings, and data incorporated in the Agreement, where the items to be furnished are to be specially manufactured for Purchaser, (b) methods of shipment or packing, (c) place of delivery, and (d) time of delivery. If any such change causes an increase or decrease in the cost of or the time required for performance of an order, an equitable adjustment will be made in the price or delivery schedule, or both, or Purchaser may, at its option, cancel the order pursuant to Section 10 hereof if agreement on an equitable adjustment cannot be reached. Any claim by Seller for adjustment under this Section will be deemed waived unless asserted in writing within ten (10) days after receipt by Seller of the change order. Price increases or extensions of time for delivery will not be binding on Purchaser unless evidenced by a purchase order change notice issued and signed by Purchaser. No substitutions, changes, or modifications of the ordered item will be made except upon Purchaser's written authority. Seller may not increase the price of a Product set forth in the Agreement or remove or alter any price incentives, without the prior written consent of Purchaser. No additional costs, fees, surcharges, or expenses of any kind shall be added to the price of a Product without the advance written consent of Purchaser.

3. **Shipping, Packing, and Risk of Loss**. The domestic shipping terms for all Products purchased hereunder are F.O.B. destination (as that term is defined in the Oregon Uniform Commercial Code); for international shipments, delivery will be DDP destination, as that term is defined in *Incoterms 2020*. Purchaser will have the right to route all shipments. All Products will be suitably packed, marked with Purchaser's purchase order number and shipped in accordance with shipping instructions specified herein and otherwise in accordance with the requirements of common carriers. Packing slips must be included with all shipments showing order number, part number, and quantity; and the last copy must state "Order Completed". The order number must be shown on each item, packing slip, and invoice. No charge shall be made to Purchaser for boxing, packing, crating, or carting unless separately itemized in the Agreement. Regardless of shipping terms, all risk that the ordered Products may be lost, damaged, or delayed in transit will be upon Seller until conforming Products have been actually received, inspected, and accepted by Purchaser. Seller will be liable to Purchaser for any loss or damage resulting from Seller's failure to act so as to provide adequate protection during shipment. Additional expenses, charges, or claims incurred as a result of deviation from the specified route, noncompliance with other shipping instructions, or improper description of the shipment in shipping documents will be the responsibility of Seller.

4. **Delivery Delay, and Anticipation**. Seller will deliver the Products in the quantities and will deliver the Products within the time (which is of the essence), in accordance with the specifications, drawings or approved samples, and at the prices in the Agreement. Failure of Seller to comply with such requirements will entitle Purchaser, in addition to any other legal rights or remedies, to cancel any order and be relieved of all liability for any undelivered portion. In the event that, for reasons which are unforeseeable and beyond Purchaser's reasonable control, shipment is delayed beyond the last date on which shipment by the method contemplated herein would result in delivery guaranteed on or before the required delivery date herein, Seller will make shipment by the most expeditious available method of transportation, and any additional cost of such shipment will be borne by Seller. If shipment is delayed for any cause, Seller must report the same to Purchaser promptly. Failure of Purchaser to insist upon strict performance will not constitute a waiver of any of the provisions of any order or waiver of any default. Seller will not unreasonably anticipate delivery by purchasing materials or manufacturing quantities in excess of what is reasonably required to meet Purchaser's delivery schedule. Items received in advance of Purchaser's delivery schedule may, at Purchaser's option, be returned at Seller's expense or be accepted and payment withheld until after the scheduled delivery date.

5. **Inspection, Acceptance, Rejection, and Records**. All Products purchased hereunder (and work-in-progress relating thereto) will be subject to inspection and testing by Purchaser (or a governmental agency when Products are being produced under a government contract) at any reasonable time and from time to time before, during or after manufacture and delivery. If any inspection or test is to be made on the premises of Seller, Seller without additional charge will provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. Notwithstanding prior inspections, all Products are subject to final inspection and approval at Purchaser's plant or other place designated by Purchaser and, notwithstanding any payment that may be made, no Products are deemed accepted until such final inspection and approval. Purchaser's inspection before, during or after manufacture and delivery will not constitute a waiver of the right of subsequent rejection by reason of any undiscovered or latent defect. If Purchaser rejects any Products as non-conforming, it shall notify Seller in writing, and Section 17 shall apply. Seller will not replace Products returned as defective unless so directed by Purchaser in writing. Seller shall comply with the best quality assurance/quality control ("**QA/QC**") procedures in its industry. All of Seller's QA/QC and inspection records relating to the Products shall be retained by Seller during performance of the applicable PO and for at least seven (7) years thereafter and be furnished to Purchaser upon its request, without charge

6. **Repair and Replacement Parts**. Seller shall make available to Purchaser, for purchase at the prices set forth in the Agreement (or if such prices are not set forth in the Agreement, at such reasonable prices as the parties may mutually agree upon, such agreement not to be unreasonably withheld), repair and replacement parts and service tools for each component of the Products, for a period of at least eight (8) years after acceptance of the Products by Purchaser. Notwithstanding the foregoing, the price payable by Purchaser under this Section for any such part or tool shall not exceed the lowest delivered price for that part or tool offered or charged by Seller to any customer at any time during the six-month period immediately preceding the calculation of the price hereunder. Such lowest delivered price shall be determined after application of any type of price discount, credit, allowance, rebate, promotion or other financial consideration offered by Seller.

7. **Setoff**. Purchaser may set off any amount due from Seller, whether under the Agreement or otherwise, against any amount due to Seller hereunder. Seller may not set off any amount due from Purchaser, whether under the Agreement or otherwise, against any amount due to Purchaser hereunder without Purchaser's prior written consent.

8. **Taxes**. Purchaser will not be liable for any federal, state or local taxes, duties, customs, or assessments in connection with the sale, purchase, transportation, use, or possession of the Products ordered hereunder.

9. **Materials Disclosure and Special Warnings and Instructions**. If requested by Purchaser, Seller will promptly furnish Purchaser in such form and detail as Purchaser may direct: (a) a list of all materials in the Products purchased hereunder, (b) the amount of one or more materials, and (c) information concerning any changes in or additions to such materials. Prior to and with the shipment of Products purchased hereunder, Seller will furnish to Purchaser sufficient warning and notice in writing, including appropriate labels on Products, containers and packaging of any hazardous material that is a part of any of the Products, together with such special handling instructions as may be necessary to advise carriers, Purchaser and their respective employees of how to exercise that measure of care and precaution that will best prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the Products, containers, and packaging shipped to Purchaser.

10. **Cancellation by Purchaser**. Purchaser may cancel for its convenience, without cause, all or any part of the Agreement at any time by written notice to Seller. Purchaser's liability for such cancellation will be limited to Seller's out-of-pocket cost for work and materials applicable solely to the cancelled order which have been expended when notice of cancellation was received by Seller, reduced by the fair market resale value of such work-in-process. Purchaser may, at its option, cancel any order without liability to Seller (except for conforming shipments previously accepted by Purchaser) in the event Seller (a) ceases to exist or becomes insolvent or the subject of bankruptcy, receivership or insolvency proceedings, or (b) commits a material breach in the performance of any part of its obligation hereunder.

11. **Force Majeure; Allocation of Limited Supply**. Purchaser shall not be liable for any damage as a result of any delay or failure to accept delivery due to any act of God or act of Seller; embargo or other governmental act, regulation, or request; epidemic, pandemic, or quarantine; fire, earthquake, flood, or accident; war, act of terrorism, or riot; delay in transportation, defaults of common carriers, or interruptions in power or communications; strike, slowdown, or other labor difficulties; inability to obtain necessary labor, materials, or manufacturing facilities at a commercially reasonable price; or, without limiting the foregoing, any other delays beyond Purchaser's control which shall affect Purchaser's ability to receive and use the Products, whether foreseeable or unforeseeable. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost because of the delay. Seller will allocate any limited supply of the Products covered by the Agreement to the fulfillment of its obligations under the Agreement before allocating any of such supply to its other customers or to Seller's use in its own operations. If a Force Majeure event continues for ninety (90) days or more, Purchaser may terminate this Agreement without further liability to Seller.

12. **Compliance with Laws; Equal Employment Opportunity**. Seller shall comply, and shall cause each of its employees, agents and subcontractors to comply, with all Applicable Laws, as amended, including without limitation export/import laws and regulations, OSHA, the U.S. Truth in Negotiations Act, the U.S. Anti-Kickback Act of 1986, the U.S. Foreign Corrupt Practices Act, and anti-bribery and anti-discrimination laws and regulations, during and in connection with the performance of the Agreement (in the case of Seller's subcontractors, during and in connection with performance of their obligations to Seller related to the performance of the Agreement). Without limiting the generality of the preceding sentence, **where applicable, Seller shall abide, and shall cause each of its subcontractors to abide, by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), 60-741.5(a) and 29 CFR Part 471, Appendix A to Subpart 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, sex, sexual orientation, gender identity or expression, 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 or expression, national origin, protected veteran status or disability. Seller shall include this paragraph in each subcontract it issues.** Seller shall also remain, and shall cause each of its subcontractors to remain, in compliance with all environmental, health, safety and labor laws, regulations, rules, codes, orders and standards applicable to the operation and use of the facilities at which Products covered by the Agreement are manufactured, produced, stored or performed.

13. **Fair Labor Standards Certificate**. Seller hereby certifies that all Products furnished hereunder shall have been produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division issued under Section 14 thereof, and in accordance with all applicable state and federal laws and regulations governing general conditions for labor employed in the production of such Products.

14. **Designs and Tools**. Purchaser will have no obligation to furnish or pay for any design work, drawings, tools or other equipment required for the performance of any order; provided, however, that Purchaser may, at its option, purchase any such items especially required by Seller for any order at the current value thereof on Seller's books for income tax purposes and any item so purchased will be deemed furnished to Purchaser hereunder. Any design, drawing, specification, photograph, tool or other equipment or material or part or engineering and manufacturing information heretofore or hereafter furnished to Seller by Purchaser, or the cost of which has paid by Purchaser or included in the price of any order, whether or not separately itemized hereon, will be and remain Purchaser's property, will be conspicuously identified as such in Seller's records and by physical marking thereon, shall be promptly delivered to Purchaser upon request, will be treated as confidential information, will not be used in processing or manufacturing Products for anyone other than Purchaser and, while in the possession of Seller, will be Seller's responsibility and will be adequately insured at Seller's expense, for the benefit of Purchaser, against loss or damage by fire or other hazard. No change will be made in any design, drawing, specification, tool, or other equipment furnished by Purchaser without Purchaser's express written consent. Any information that Seller may disclose to Purchaser with respect to the design, manufacture or sale or use of the items covered by any order will be deemed to have been disclosed as part of the consideration for that order, and Seller shall not assert any claim against Purchaser by reason of Purchaser's use thereof.

15. **Proprietary Rights**. Seller represents, warrants and agrees that (a) neither the Products (including any components, equipment, software or firmware), nor the sale, offer for sale or use thereof, shall in any way infringe or contribute to the infringement of any patent, copyright, trademark, service mark, trade dress, trade secret or other proprietary right in the U.S. or elsewhere, and no claim, action or suit alleging any such infring[ement or contribution to infringement is pending or threatened against Seller, its employees, agents, affiliates or subcontractors; (b) Seller has full power and authority to grant all of the intellectual property, proprietary and other rights granted by it in the Agreement; and (c) all royalties, fees and costs (if there are any) for such rights are set forth in the applicable Purchaser Document, and except as otherwise expressly set forth in the applicable Purchaser Document, no royalties, fees or other costs are payable to Seller or any third party for any such rights. If Purchaser's use of any of the Products, or of any of the intellectual property or proprietary rights granted to Purchaser under the Agreement (the "**granted rights**"), is enjoined in connection with any claim, action or suit alleging that such Products, or granted rights infringe or contribute to the infringement of any patent, copyright, trademark, service mark, trade dress, trade secret or other proprietary right in the U.S. or elsewhere, then Seller shall, at its sole cost and expense, either (i) procure for Purchaser

and its customers the perpetual right to continue using the affected Products and granted rights without restriction and without any obligation on the part of Purchaser or its customers to make any royalty or other payments, (ii) replace the affected Products and/or granted rights with non-infringing Products and rights that do not adversely affect the right or ability of Purchaser and its customers to use the Products and/or granted rights as contemplated by Purchaser on the date of the applicable Purchaser Document (including any adverse effect relating to the functionality of the Products or granted rights or the cost of using or maintaining the Products or granted rights), or (iii) modify the affected Products and/or granted rights in a manner that does not adversely affect the right or ability of Purchaser and its customers to use the Products, and/or granted rights as contemplated on the date of the applicable Purchase Document (including any adverse effect relating to the functionality of the Products or granted rights or the cost of using or maintaining the Products or granted rights) so that the affected Products and/or granted rights become non-infringing. Seller's obligations under this Section shall be in addition to, and shall not limit, restrict or otherwise affect in any way, the other obligations of Seller under the Agreement, applicable laws or otherwise. Seller hereby grants to Purchaser and its affiliates, both direct and indirect, an irrevocable, perpetual, worldwide, non-exclusive, royalty-free license: (I) to manufacture, use, sell and offer to sell and to confer such rights to third parties, all inventions, discoveries, improvements, processes, designs, ideas, software and other intellectual property or proprietary right that Seller conceives or first reduces to practice in the performance of the Agreement, and (II) to copy, reproduce, translate, publish, use and dispose of, and to authorize others to do so, any copyrighted or copyrightable materials delivered to Purchaser by Seller in connection with the performance of the Agreement.

16. **Work Product.** Seller agrees Purchaser will own all materials, concepts, and inventions that Seller prepares, develops, or makes (alone or jointly with others) in the course of providing services under the Agreement ("**Work Product**"), and all related rights (including copyrights, trademarks, and patents). Seller further agrees that any information, photographs, artwork, drawings, know-how, specifications, ideas, designs, concepts, techniques, improvements, discoveries, developments, inventions, technologies and other Work Products generated or developed in the course of work performed under the Agreement by Seller and any intellectual property and other proprietary rights therein or thereto (together, "**IP**") shall vest into Purchaser and Seller hereby assigns and agrees to assign or cause to be assigned to Purchaser all right, title and interest to any and all such rights and to do all such things as are necessary to perfect such rights and to protect Purchaser's interest therein. IP will remain the property of Purchaser and may not be used by Seller for any purpose other than performing under the Agreement or disclosed by Seller to any third party. If this Section is unenforceable in any respect under applicable law, Seller agrees to provide Purchaser an exclusive royalty-free license to the IP.

17. **Warranties**. Seller represents, certifies, and warrants that the Products to be furnished hereunder and the use of such Products, shall for a period of five (5) years after the Products are delivered, or such other period (if any) that the parties have expressly agreed to in the applicable Purchaser Document: (a) will not infringe the proprietary rights of any third party], (b) will be free and clear of all liens and encumbrances, good and merchantable title thereto being in Seller, (c) will be free from any defects in design, material or workmanship (latent or otherwise) and of good and merchantable quality, (d) will be new, not used, refurbished or reconstituted, (e) will conform to Purchaser's specifications or the sample approved by Purchaser, and with representations with respect thereto previously made by Seller, and (f) will comply and have been produced, processed, packaged, labeled, delivered and sold in conformity with all applicable federal, state or other laws, administrative regulations and orders, including the Occupational Safety and Health Act of 1971 as amended from time to time. Further, Seller will determine the particular purposes for which all Products purchased by Purchaser are required, and will utilize its skill and judgment to select and furnish suitable Products; Seller acknowledges that Purchaser is relying on Seller to do so and warrants that the Products will be fit for such purposes. If Seller is not the manufacturer of the Products it sells to Purchaser, Seller shall assign to Purchaser all manufacturers' warranties on the Products; these manufacturers' warranties are in addition to Seller's warranties set forth above. Upon Purchaser's request, Seller shall furnish Purchaser with waivers of lien rights by Seller and all others that are entitled to assert lien rights in connection with performance of the Agreement. The foregoing warranties shall survive inspection, delivery and payment, and shall run in favor of Purchaser, its successors and assigns and its customers, whether direct or indirect.

If any such Products are found to be unsatisfactory, defective or inferior in quality, or not to conform to Purchaser's specifications or any other requirements hereof (including Seller's warranties), Purchaser may, at its option and in addition to its other remedies, (w) retain such Products at an adjusted price, (x) purchase substitute goods or services, in which case Seller shall pay to Purchaser the excess of the delivered cost of such substitute goods or services over the price provided in the Purchaser Document, plus all damages, losses and expenses incurred by Purchaser as a result of Seller's breach, (y) hold such Products at Seller's risk and expense pending Seller's specific instructions, (z) or return them to Seller for replacement, credit or refund, as Purchaser directs. In that event, Purchaser will also have the right to cancel any unshipped portions of the affected and any related order. Purchaser will be reimbursed by Seller for all of its costs and expenses in connection with the storage, handling, packing and/or transporting of any such defective or otherwise nonconforming Products, and Seller assumes all risk of loss or damage in transit to Products returned by Purchaser pursuant hereto.

Seller further warrants that (i) all services furnished by Seller will be performed in a good and workmanlike manner, in accordance with any established professional standards for similar services, and with the best practices in Seller's industry, (ii) any reports, drawings, advice, formula, protocol and other products of such services will comply with all applicable laws, regulations, codes and ordinances, and will be good and sufficient to enable Purchaser to achieve the results therefor specified in the Agreement, and (iii) none of such services, reports, drawings, advice, formula, protocol or other products of such services, nor the use thereof by Purchaser will infringe the proprietary rights of any third party.

18. **Seller's Indemnity**. Seller shall indemnify, defend and hold harmless Purchaser, its successors, assigns, and customers (whether direct or indirect) from and against any and all losses, damages (including damages arising from personal injury or death), liabilities, costs and expenses (including attorneys' fees and other costs of defending any action) which they, or any of them, may sustain or incur as a result of any claim of negligence, breach of warranty, personal injury or death, patent or trademark infringement, strict liability in tort or based on any other theory of law in connection with the Products furnished by Seller hereunder, or as a result of any claim that the Products furnished by Seller fail to conform to or comply with any federal, state or local laws, regulations or standards, or based upon or arising out of any construction or installation services or facilities furnished by Seller under or in connection with any order. Purchaser shall give Seller written notice of any claim for which indemnification is sought under the Agreement, provided that the failure to give such written notice shall not, however, relieve Seller of its indemnification obligations, except and only to the extent that Seller forfeits rights or defenses by reason of such failure. Purchaser may, at Purchaser's option, assume and control the defense of the claim, and in such case Seller shall indemnify Purchaser from and against losses, damages, costs, and expenses (including attorneys' fees, court fees, and other defense costs) incurred by Purchaser in defending such claims. If Purchaser decides not to assume the defense of a claim, then Seller shall assume and control the defense of such claim, at Seller's expense and by Seller's own counsel (which counsel shall be subject to the approval of Purchaser, which approval will not be unreasonably withheld or delayed); provided that Purchaser shall have the right to participate in the defense of any claims with counsel selected by it at Purchaser's expense. Purchaser and Seller shall cooperate with each other in all reasonable respects in connection with the defense of any claims. Notwithstanding any other provision of this Agreement, Seller shall not consent to the entry of any judgement or enter into any settlement of any claims without the prior written consent of Purchaser.

19. **Facility Access**. Upon reasonable prior notice and during Seller's normal business hours, Oregon Tool and its authorized representatives may access any facility at which Products are manufactured, processed,

assembled, tested, stored, or otherwise handled as reasonably necessary to inspect Products and work in progress; review production processes, quality-control procedures, inventory, and records relating to any order; and otherwise verify Seller's performance under the Agreement. Seller shall provide reasonable cooperation, facilities, and assistance for such access at no additional charge. Oregon Tool shall comply with Seller's reasonable safety and security requirements while at the facility, provided that such requirements do not materially impair Oregon Tool's rights under this Section. Any inspection, review, or failure to exercise access rights will not constitute acceptance of any Products or waive any right or remedy of Oregon Tool under the Agreement.

20. **Facility Rules**. To the extent any employees, agents or subcontractors of Seller are required to enter any facilities designated by Purchaser to perform Seller's obligations under the Agreement, Seller shall cause such employees, agents and subcontractors to (a) abide by any and all applicable rules that the facility operator may have in effect or hereafter put into effect at such facility, including rules relating to workers, safety, use of cameras, security and confidentiality procedures or requirements, designated entrances, hours of work and the handling of equipment or materials; and (b) to perform all such delivery related services in compliance with all applicable laws and regulations and in a professional and safe manner.

21. **Purchaser's Damages**. Seller will be responsible for any and all losses, liabilities, damages, and expenses, including incidental and consequential damages, and including attorneys' fees and other costs of prosecuting an action for breach, which Purchaser may sustain or incur as a result of any breach of the Agreement.

22. **Insurance**. During the period of performance under this Agreement and for at least three (3) years thereafter, Seller shall at its expense maintain workers' compensation insurance in accordance with statutory requirements, and commercial general liability insurance (including Premises/Operations, Products/Completed Operations, Personal Injury, Products Liability, Contractual Liability and Property Damage) with limits of liability of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate, or such higher amounts as may be specified in the Purchaser Document. Purchaser and its affiliates shall be included as additional insureds on the commercial general liability insurance policy. Seller will provide Purchaser with a certificate of insurance upon request to evidence that it is maintaining the required insurance coverages.

23. **Publicity; Confidentiality.** Seller shall not describe or otherwise refer to the existence of the Agreement, the Products to be provided hereunder, or the name or trademarks of Purchaser or its affiliates in any press release, public disclosure, advertisement, electronic communication, website or other promotional material of any nature whatsoever without the express, prior written consent of Purchaser. Purchaser and Seller shall comply with the provisions of any nondisclosure or confidentiality agreement entered into between them, and the terms of the Agreement will be treated as "**confidential information**" of each party. Seller shall not sell or dispose of any property, including partially completed or defective Products, that incorporate any confidential information of Purchaser without prior written authorization from Purchaser, and without rendering such property unrecoverable and unsuitable for use.

24. **Privacy**. To the extent that Seller provides personal data to Purchaser, such personal data will be processed in accordance with Purchaser's Privacy Notice, as amended from time to time.

25. **Cyber Security Policies and Procedures.** Seller agrees to maintain and enforce a written comprehensive set of information security policies and procedures to safeguard the information provided by Purchaser (the "**Information Security Program**"). The Information Security Program will comply with all applicable laws and regulations, and shall address, at a minimum, access controls, data encryption, incident response and reporting, security awareness training, physical security, and third-party risk management. Seller will handle and store all data and information relating to Purchaser, including all Purchaser confidential information (the "**Purchaser Data**") in a secure manner, using industry-standard encryption methods and ensuring that Purchaser Data is protected from unauthorized access, disclosure, alteration, and destruction. In the event of a security incident, Seller agrees to notify Purchaser in writing, within seventy-two (72) hours of the incident, providing details of the incident, the potential impact on Purchaser Data, and the remediation steps taken or planned by Seller. Seller shall ensure that any subcontractors or third-party vendors engaged in providing services related to the Agreement comply with the security obligations outlined in this Section 24. In the event of a data breach or security incident related to this Agreement and/or the Products, Seller shall fully indemnify and hold harmless Purchaser and defend Purchaser against any such claims, including reimbursement of any costs incurred by Purchaser relating to those claims. Purchaser reserves the right to conduct periodic audits or assessments of Seller's information security practices to ensure compliance with the Agreement.

26. **Cumulative Remedies**. The rights and remedies of Purchaser set forth herein will be in addition to any rights or remedies that Purchaser may otherwise have**.**

27. **Government Contracts**. If the work required by the Agreement is in support of a U.S. Government prime contract or higher-tiered subcontract, the Agreement shall and hereby does incorporate by reference those U.S. federal government laws, regulations, and contract clauses (e.g., Federal Acquisition Regulation (FAR) clauses and FAR agency supplemental clauses) that Purchaser is required by the terms of its contract with its customer to include in the Agreement and those that Purchaser deems necessary to mitigate against business risks. If the work required by the Purchaser is in support of a state, local or foreign government prime contract or higher-tiered subcontract, the Agreement shall and hereby does incorporate by reference those governmental laws, regulations and contract clauses that Purchaser is required by the terms of its contract with its customer to include in the Agreement and those that Purchaser deems necessary to mitigate against business risks. Upon Seller's written request, Purchaser will identify those government laws, regulations and contract clauses that are incorporated by reference herein.

28. **Compensation to Purchaser's Agents**. No employee or other agent of Purchaser is permitted to solicit or accept any compensation or payment from any supplier, however characterized, in connection with the placement of any order; and any rebate, discount, incentive, or other amount offered in that connection will be separately itemized in Seller's invoice.

29. **Governing Language; No Assignment**. The Agreement shall be construed and interpreted in accordance with the English language only, which language will be controlling in all respects. No translation, if any, of the Agreement shall have any force or effect in the interpretation of the Agreement or in the determination of the intent of Purchaser or Seller. Seller shall not assign or sublet the work to be done hereunder without the prior written consent of Purchaser, but this provision shall not restrict Seller in the procurement of component parts or materials. Any assignment in violation of this Section will be void.

30. **Severability**. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, and such invalid, void, or otherwise unenforceable provisions shall be null and void.

31. **Relationship of Parties.** Purchaser and Seller are independent contractors, and nothing herein shall be construed to create a partnership, joint venture, agency, or employment relationship. Neither party has nor will have any power to bind the other, or to assume or create any obligation or responsibility, express or implied, on behalf or in the name of the other party.

UPDATES. THESE TERMS MAY BE MODIFIED, AMENDED AND UPDATED FROM TIME TO TIME AT THE DISCRETION OF PURCHASER UPON WRITTEN NOTICE TO SELLER.

Updated October, 2026