ISS VENDOR TERMS AND CONDITIONS OF PURCHASE

(Sale of Goods Only)

1. DEFINITIONS. "Buyer" means entity issuing the Order. **"Vendor"** means the person or company to whom the Order is addressed. **"Order"** means the purchase order issued by the Buyer from time to time.

2. ACCEPTANCE. Vendor will be deemed to have accepted the Order on the earlier of (a) Buyer's written or verbal acceptance; (b) commencement of performance; or (c) one working day from delivery of the Order to Vendor without Vendor refusing the Order in writing. The Order does not oblige Buyer to buy any minimum level of supply from Vendor, nor does it create an exclusive relationship between Vendor and Buyer.

3. PRICE. Unless otherwise stated, all prices shown in the Order are firm, inclusive of all expenses incurred by Vendor in relation to the provision of goods and performance of services, as well as any duties, levies, and taxes (other than sales and value added taxes). If the price is omitted from the Order or any part of this Order, Vendor's price will not be higher than Vendor's lowest prevailing price for corresponding items and quantities as of the date of the Order. Buyer will be entitled to all the benefits related to the price reductions offered or in effect at the time of delivery and any discount or rebate customarily granted by Vendor for prompt payment, bulk purchase, or volume of purchase.

4. TAXES. Unless otherwise stated, the prices do not include sales, use, excise, and similar value added taxes applicable to the goods and services. All such taxes will be shown separately on Vendor's invoices.

5. CUSTOMS. Where Vendor is the importer of record, Vendor will pass on to Buyer the full economic benefit of all drawback orother reduction of custom duties or excise taxes, by way of reduction of prices. Vendor shall inform Buyer of the existence of any such rights and upon request, supply the documents required to obtain such drawback.

6. INVOICING. Unless otherwise stated, invoices must be in a form acceptable to Buyer, cover only one Order, and contain the following information (a) the number of the Order to which each invoice relates; (b) a brief description of the goods delivered and services performed; and (c) any further information as Buyer may reasonably require.

7. PAYMENT. Unless otherwise stated, invoices will be paid net 60 days (2% 45 days) after receipt by Buyer of a duly acceptable invoice or, if delivery occurs after invoicing, after acceptance of the goods and services by Buyer.

8. PACKING AND TRANSPORTATION. Unless otherwise stated, Vendor is responsible, at its cost, for packaging, packing, shipping, insuring, and transporting the goods to the point of delivery. Vendor shall label, pack, and transport the goods and theircontainers in accordance with the laws in force where the goods are shipped and best practice having regard to methods of carriage and handling and to weather conditions to which they will be submitted up to the point of delivery.

9. SHIPMENT/DELIVERY. Unless otherwise stated, goods are to be shipped FCA or FOB, (Incoterms 2020) named point specified on the Order, unless Buyer otherwise specifies on the Order. Vendor will ship and deliver goods and perform the services in accordance with instructions, specifications, quantities, and delays specified in the Order. If Buyer must arrange transport of the goods, Vendor must notify Buyer when the goods are ready for dispatch in sufficient time to enable transport to be arranged. Invoices, packing lists in duplicate (giving description of material, quantity, and Order number) bill of lading or express receipt must be emailed on the day of shipment (or if shipped by sea, within 3 business days of sailing date) to the agreed recipients for the area as set forth on the Order. Title will pass to Buyer upon the earlier of: a) Buyer making payment in full to Vendor for that good; or (b) the good being delivered to the named point. Risk in each good will remain with Vendor until its delivery to, and acceptance by Buyer.

10. OVERAGES. If goods are not delivered and shipped or services are not performed in accordance with Buyer's instructions and specifications, additional costs and damages incurred by Buyer as a result of Vendor's failure to comply with such instructions or specifications will be borne by Vendor. Buyer may refuse overages of goods or goods shipped in advance of the schedule and such goods will be held and may be returned at Vendor's sole risk.

11. LATE DELIVERY. Time is of the essence in the performance of the Order. In the event of a late delivery of goods or late performance of services or part of the goods or services, Buyer is entitled to (a) completely or partly terminate the Order or other Orders for goods and services; and (b) purchase substitute items from other vendors or have other vendors perform the

services and charge Vendor with any costs, losses and damages incurred or arising out of or relating to the late delivery. Any provision herein for delivery of goods or services by installment will not be construed as rendering the obligations of Vendor severable.

12. INSPECTION. Buyer may inspect, examine, and test the goods and services at any place and time that Buyer may reasonably designate. Vendor must provide all facilities necessary for the supervision, inspection and testing of all goods and services at the site or wherever the goods and services are stored or in the course of manufacture. Buyer will have the right to monitor Vendor's inspection, quality and reliability procedures and review the data supporting same. Buyer may reject any goods and services which do not conform to the specifications or these General Conditions. In no event will payment or transferof title constitute acceptance of the goods and services. Acceptance of the goods and services by Buyer will not relieve Vendor from any of its obligations and warranties under the Order.

13. CHANGES. Buyer may at any time make changes in quantities, specifications, drawings, designs, packaging, packing, and shipping instructions, and place and time of delivery, and may suspend or terminate the Order. If any cost increase or decrease or delay in delivery results from such changes, Buyer and Vendor will agree on an equitable adjustment in the price or delivery schedule. Any claim for adjustment by Vendor will be deemed waived unless asserted in writing within one working day from receipt by Vendor of the change. No change (except for design changes) will relieve Vendor from proceeding without delay in the performance of the Order as changed.

14. WARRANTY. Unless otherwise stated, Vendor warrants that all goods supplied and all services performed under the Order will, for a period of twelve months from the date the goods and services are delivered to the end-user (a) conform to all standards, specifications, drawings, samples, models, dimensions or other description furnished or expressly adopted by Buyer; (b) be free from defects in manufacture, material, workmanship and design (to the extent Vendor is responsible for the design); (c) be new and newly manufactured, of satisfactory quality and fit for the use intended by Buyer; (d) their purchase or sale will not infringe upon or violate any law or intellectual property right; (e) comply with all applicable laws, regulations, industry standards and government agencies requirements concerning the design, manufacture, sale, packaging, packing, labeling and delivery of the Products; and (f) be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for Buyer to expect in all circumstances. Vendor agrees that the warranties herein contained will (a) be in addition to any warranties implied in law or expressly made by Vendor; and (b) survive acceptance and payment by Buyer. Vendor must deliver to Buyer the goods and services free from any right or claim of a third person.

15. SHELF LIFE. Unless otherwise stated, all goods with limited shelf life must have a minimum of one-year shelf life upon delivery to Buyer, as applicable.

16. DEFECTIVE GOODS. If any of the goods or services are not delivered in accordance with the Order (a "Defect"), then Buyer at its discretion and sole option may (a) require Vendor to correct, repair or perform those goods and services or supply compliant replacement goods and services within a reasonable period, at Vendor's expense; or (b) terminate the Order as to all such goods and services, and in addition, terminate the then remaining balance of the Order or other order, and require the repayment of any part of the price which has been paid. If Vendor fails to address the Defect to Buyer's satisfaction within the period set by Vendor, then Vendor shall reimburse Buyer for all costs to correct the Defect or replace the defective goods and services. All such goods and services will be held at Vendor's risk after notice to Vendor. Buyer may, and at Vendor's direction shall, return such goods to Vendor at Vendor's risk, and all transportation charges, both to and from the original destination, will be paid by Vendor. Buyer may also charge Vendor the expense of unpacking, examining, repacking, and storing goods found defective.

17. INDEMNIFICATION. Vendor shall defend, hold harmless and indemnify Buyer and its affiliates, authorized dealers and distributors and their officers, directors, employees, agents, successors, and customers, from and against any and all claims, damages, cost and expenses, including attorney's fees and expenses (the "Loss"), for injury, loss or damage of any kind caused by or arising from, or alleged to have been caused by or arise from any claim that the goods or services or their importation, use or resale infringe any patent, copyright or other intellectual property rights, except where compliance by Vendor with specifications prescribed by Buyer constitutes the sole basis of the claim for infringement; (b) Vendor's negligence, strict liability or other claim involving the design, manufacture, material or workmanship of the goods or services or the warningsor lack thereof or their supply, installation or delivery; (c) any warranty or representation given by Vendor; or (d) Vendor's

possession, use, repair, or maintenance of the Tooling. Buyer may be represented by its own counsel in any such suit at its sole expense.

18. INSURANCE REQUIREMENTS. Vendor, at its expense, will maintain insurance coverage as required by Buyer, including aproduct liability insurance coverage if providing goods or professional liability insurance coverage if providing services, in an amount of no less than one million dollars US.

19. TOOLING. Unless otherwise stated, all machinery, equipment, tools, jigs, dies, molds, fixtures, material, supplies, patterns, drawings, data, specifications, and samples furnished to Vendor by Buyer or paid for by Buyer or which have their cost amortized ("Tooling") will be the exclusive property of Buyer and be held by Vendor as bailee. Such property and whenever practical, each individual item thereof, will be plainly marked or otherwise adequately identified as ISS and will be safely stored separately and apart from Vendor property. Vendor shall not substitute any property for Buyer's property and shall not use such property except in filling Buyer's orders. Such property while in Vendor's custody or control will be held at Vendor's sole risk, will be kept insured by Vendor, at Vendor's expense, against loss or damage of any kind for the replacement cost withloss payable to Buyer. Such property will be returned in good condition, normal wear and tear excepted, to Buyer, F.O.B. Vendor's plant, immediately on request by Buyer. Unless otherwise stated, Vendor must obtain, at its expense, all special machinery, equipment, tools, jigs, dies, patterns, needed by Vendor for the performance of the Order, and those will be the property of Vendor.

20. MANUFACTURING CHANGES. Vendor shall give Buyer not less than 90 days prior, written notice of any specification, design, part number or other identification changes, or any manufacturing or assembly location or any major changes in process or procedure if any such changes may affect the goods or services. If a design change has an impact on the goods' total cost, a Change Order shall be generated by Vendor for Buyer's approval.

21. VENDOR QUALITY AUDIT. Buyer may carry out audits of Vendor quality and other items related to the terms of the Order. Upon request, Vendor shall make available for examination and reproduction by Buyer, such books, records, and invoices as may be necessary to perform an audit.

22. INTELLECTUAL PROPERTY. Any specifications supplied by Buyer to Vendor, together with copyright and any other intellectual property rights, will remain the exclusive property of Buyer. If at the request of Buyer, any research and development is performed in connection with Vendor's performance under the Order which results in any copyrighted works or any other intellectual property, Buyer will have sole ownership of all right, title and interest in the intellectual property relating to Buyer use or incorporation of the goods into its products and Vendor will retain ownership of all right, title and interest in the intellectual property relating to Vendor core products. Vendor irrevocably waives any moral rights it has in any such intellectual property and assigns all copyrights and patent rights in inventions to Buyer. If the parties agree in writing that Vendor retains ownership of intellectual property rights, Vendor grants to Buyer and its affiliates a non- exclusive, transferable, royalty free, irrevocable, and perpetual license to use such intellectual property rights in connection with Buyer's business. Vendor warrants that it is the exclusive owner of the intellectual property or has the right and power to grant to Buyer and its affiliates the license granted under the Order without violating any rights of any third party.

23. CERTIFICATE OF ORIGIN. When appropriate, Vendor agrees to deliver a Certificate of Origin (NAFTA Customs Forms or other appropriate form) for all goods that meet the Rules of Origin (NAFTA or other appropriate rules). When shipment is made from outside the country of delivery, customs invoices, certified in accordance with appropriate Customs Regulations, must be provided at the time of the shipment in addition to the invoices.

24. TERMINATION. Buyer may, at its sole option, terminate the Order, in whole or in part, or defer the delivery date. Upon receipt of no tice of termination or deferral, unless otherwise directed by Buyer, Vendor shall (a) stop work under the Order to the extent specified; (b) terminate and place no further orders for materials except as they are required to complete work in progress if required; and (c) and at Buyer's election, complete the work in progress, if any. Upon termination and subject to Buyer's direction and approval, Vendor shall (i) settle all claims with subcontractors and vendors arising from such termination and (ii) use its best efforts to sell the material relating to the work not commenced as of the date of termination or in Vendor's sole discretion, retain the material. If the Order is terminated for default, Buyer's sole obligations will be limited to the payment for goods delivered and services performed and accepted by Buyer under the Order. If the Order is terminated for convenience, Buyer's sole obligations will be to reimburse Vendor labor and materials incurred by Vendor for unfinished

goods which are not standard products of Vendor, as of the date of termination. In no event will Buyer be responsible for loss of anticipated profit nor will reimbursement exceed the order value of the actual quantity of goods and services that are on firm release by Buyer. Sections 14, 15 to 19, 22, 24, 26 to 28 and 31 will survive termination, cancellation, or expiration of the Order.

25. COMPLIANCE WITH LAWS. Vendor shall comply with all applicable laws, regulations, industry standards and government agencies requirements relating to its obligations under the Order.

26. CONFIDENTIALITY. Vendor shall treat as confidential, not disclose to third parties, and not make use of any confidential information, including the terms and conditions of the Order and all standards, specifications, drawings, samples, models, or dimensions furnished by Buyer, except for the performance of the Order under similar restrictions against disclosure and use. This provision will apply until the Order is completed and continue for three (3) years thereafter.

27. PUBLIC ANNOUNCEMENT AND USE OF NAME. Vendor shall not publicize its involvement with the performance of the Order. Vendor shall not use the name Industrial Service Solutions, LLC or of any of its affiliates or derivation, trademarks, trade dress or logos without prior written consent of Buyer.

28. GOVERNING LAW. The Order and all matters arising out of or relating to the Order will be governed by the laws of the jurisdiction in which the principal place of business of Buyer is located (without regard to principles of conflicts of law) and any dispute arising out of or relating to the Order will be subject to the exclusive jurisdiction of the courts of that jurisdiction and are to be conducted before a judge and not a jury. Notwithstanding this provision, Buyer has discretion to issue proceedings at the courts where Vendor is located. The UN Convention on Contracts for the International Sale of Goods will not apply.

29. REMEDIES AND SET-OFF. No remedy provided in the Order will be deemed exclusive of any other remedy provided by law. Buyer may set off against the price any sums owed by Vendor to Buyer. Buyer has the right to request cash or check payment for any credits or other amounts owed by Vendor.

30. ASSIGNMENT. Vendor may not assign the Order nor delegate its performance without the prior written consent of Buyer, and any assignment made without such consent will be void and of no force and effect.

31. ENTIRE AGREEMENT. No modifications to the Order will be valid without written consent of Buyer and Vendor. The Order will supersede all general terms and conditions in any acceptance of Vendor and all other inconsistent terms of Vendor with respect to the Order. However, if the parties have signed a memorandum of understanding, a sale and purchase agreement or other long term purchase agreement, the terms of that agreement will prevail over the general terms and conditions of the Order.

ISS TERMS AND CONDITIONS OF PURCHASE
(FOR GOODS AND SERVICES)

1. **THE CONTRACT**.
   1.1. This Contract is entered into between Industrial Service Solutions and its Affiliates (the "Purchaser") and the party to whom the Purchase Order is addressed (the "Seller"). The Purchaser and Seller are referred to individually as a "Party" or collectively as "Parties." This Contract is for the purchase of certain products or components (hereinafter the "Goods") and/or provision of Services (hereinafter the "Services") described in the Purchase Order, including any specifications or drawings expressly incorporated therein by reference on a mutually agreed and executed Sales Order, Quotation, Estimate, Purchase Order, or Proposal that is subject to these Standard Terms and Conditions of Purchase and any additional terms or conditions as agreed between the Parties in writing ("Special Conditions"). A Purchase Order for Services shall include a Scope of Work that provides a detailed description of the Services to be provided by Seller. The Purchase Order, Scope of Work, Sales Order, Quotation, Estimate, and Proposal are hereinafter collectively referred to as the "Contract Documents." Should the Special Conditions conflict with these Standard Terms and Conditions of Purchase, the terms of the Special Conditions shall control. To the extent that the Standard Terms and Conditions of Purchase are not amended by, or do not conflict with the Special Conditions, they shall continue in full force and effect. In the event of any apparent discrepancy between the Contract Documents, Seller shall notify Purchaser of such discrepancy, and Purchaser shall determine the correct interpretation of the Contract Documents using its sole reasonable judgment, and Seller agrees to comply with same.
   1.2. This Purchase Order (hereinafter "Order") shall be deemed accepted by Seller upon Seller's signature or if Seller commences any Work, Services, or delivery consistent with the performance of the Order.
   1.3. Seller accepts this Order (including these Standard Terms and Conditions of Purchase) in its entirety without modification. These Standard Terms and Conditions of Purchase shall not be varied, and no conditions contained in any quotations, letters, advice notes, invoices, or other communications issued by the Seller or Purchaser shall annul or vary them unless expressly agreed by both Parties in writing. All terms and conditions included in any Seller documentation are hereby rejected, and the terms and conditions of this Order shall be the sole terms and conditions governing this Order.
   1.4. This Order, with the Contract Documents, shall constitute the entire agreement between the Parties.
2. **ACCEPTANCE OF TERMS AND CONDITIONS**.
   2.1. Seller agrees to be bound by and to comply with all terms set forth herein and in the Purchase Order, to which these terms are attached and are expressly incorporated by reference (collectively, the "Order"), including any amendments, supplements, requirements, specifications, and other documents referred to in this Order. Acknowledgement of this Order, including without limitation, by beginning performance of the Work called for by this Order, shall be deemed acceptance of this Order. The terms set forth in this Order take precedence over any alternative terms in any other document connected with this transaction unless such alternative terms are: (A) part of a written supply agreement ("Supply Agreement"), which has been negotiated between the Parties and which the Parties have expressly agreed may override these terms in the event of a conflict and/or (B) issued by Purchaser as set forth on the face of the Order to which these terms are attached and in the absence of a Supply Agreement. In the event these terms are part of a written Supply Agreement between the Parties, the term "Order" used herein shall mean any Purchase Order issued under the Supply Agreement. In the event of a conflict between the terms set forth herein and in the Purchase Order to which these terms are attached, the terms in the Purchase Order shall control. This Order does not constitute an acceptance by Purchaser of any offer to sell, any quotation, or any proposal. Reference in this Order to any such offer to sell, quotation, or proposal shall in no way constitute a modification of any of the terms of this Order. ANY ATTEMPTED ACKNOWLEDGMENT OF THIS ORDER CONTAINING TERMS INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF THIS ORDER IS NOT BINDING UNLESS SPECIFICALLY ACCEPTED BY PURCHASER IN WRITING.
3. **PRICES, PAYMENTS AND TAXES.**
   3.1. Unless Time and Material pricing is expressly noted on the Purchase Order, all prices are firm and shall not be subject to change. No extra charges of any kind will be allowed unless specifically agreed in writing by Purchaser. Seller warrants the pricing for any Goods or Services shall not exceed the pricing for the same or comparable Goods or Services offered by Seller to third parties. Seller shall promptly inform Purchaser of any lower pricing levels for same or comparable Goods or Services, and the Parties shall promptly make the appropriate price adjustment. Purchaser's standard payment terms in effect shall be as follows unless

prohibited by law or alternatively stated in the Purchase Order:

3.1.1. STANDARD

3.1.1.1. Payment Terms. Purchaser will initiate payment of the full invoiced amount (not discounted) to Seller on or before the 30th day from the receipt of said approved invoice. Settlement and invoicing must lie paperless and in a format acceptable to Purchaser. Options acceptable to Purchaser are expressly included in the Purchase Order. Seller must provide banking information to establish electronic funds transfers for U.S. suppliers and wire transfers for non-U.S. suppliers.

3.2. SELLER TAXES: Seller's price includes all payroll and/or occupational taxes, any value added tax that is not recoverable by Purchaser and any other taxes, fees and/or duties applicable to the Goods and/or Services purchased under this Order; provided, however, that any value added tax that is recoverable by Purchaser, state and local sales, use, excise and/or privilege taxes, if applicable, will not be included in Seller's price but will be separately identified on Seller's invoice. If Seller is obligated by law to charge any value added and/or similar tax to Purchaser, Seller shall ensure that, if such value added and/or similar tax is applicable, it is invoiced to Purchaser in accordance with applicable rules to allow Purchaser to reclaim such value added and/or similar tax from the appropriate government authority. Neither Party is responsible for taxes on the other Party's income or the income of the other Party's personnel or subcontractors. If Purchaser is required by government regulation to withhold taxes for which Seller is responsible, Purchaser will deduct such withholding tax from payment to Seller and provide to Seller a valid tax receipt in Seller's name. If Seller is exempt from such withholding taxes or eligible for a reduced rate of withholding tax because of a tax treaty or other regime, Seller shall provide to Purchaser a valid tax residency certificate or other documentation, as required by the applicable government regulations, at a minimum of thirty (30) days prior to payment being due. All taxes will be shown as separate line items in all invoices.

3.3. Payroll Taxes Insurances, etc. should be included in the invoice for labor.

3.4. All invoices will contain time sheets, material drawings, material data sheets, and other required support documentation or items required under Purchase Order.

3.5. SET-OFF: Purchaser shall be entitled to set-off any amount owing from Seller to Purchaser or to any of Purchaser's affiliated companies against any amount payable under this Order.

4. QUALITY OF GOODS AND MATERIALS.

4.1. Seller shall provide the Goods and any other materials and equipment for the Services, and the Purchaser shall pay the Seller in accordance with these Terms and Conditions of Purchase. Seller shall not depart from any aspect of the Contract Documents unless approval to do so has been obtained in writing from the Purchaser. All warranties survive any inspection, acceptance, payment, or resale by Purchaser. Said warranties shall be in addition to any warranties of additional scope given to Purchaser by Seller.

4.2. Seller warrants to the Purchaser that the Goods and any other materials and equipment for the Services:

4.2.1. Will be of merchantable quality and fit for any purposes held out by Seller or referred to in the Contract Documents;

4.2.2. Will be free from material defects in design, material, and workmanship;

4.2.3. Will correspond in all material respects with any relevant technical standards, specifications, samples, drawings, and/or descriptions which form part of the Contract Documents;

4.2.4. Will be formulated, designed, constructed, finished, and packaged to be safe and without risk to health; and

4.2.5. Will meet the latest material and quality standards, as required.

4.3. **Seller shall pass on all manufacturers' warranties on Goods and any other materials and equipment for the Services to Purchaser. Seller shall assist Purchaser in enforcing the warranties and guarantees, if any, for Goods and any other materials and equipment for the Services at no additional cost to Purchaser.**

5. QUALITY OF SERVICES.

5.1. Seller shall provide the Services and the Purchaser shall pay the Seller in accordance with these Terms and Conditions of Purchase. Seller shall not depart from any aspect of the Contract Documents unless approval to do so has been obtained in writing from the Purchaser.

5.2. Seller warrants to the Purchaser that:

5.2.1. The Services will be performed by appropriately qualified, trained, experienced, and, when applicable, licensed and/or certified personnel, with due care, skill, and diligence, to a high standard of quality, and in accordance with all Contract Documents, applicable law, and industry standards;

5.2.2. That such personnel shall be competent in relation to any equipment used in the performance of the Services;

5.2.3. That such personnel are also competent in accordance with all relevant standards and statutory requirements and regulations relating to the provision of the Services;

5.2.4. That such personnel are trained as required by third party standards (i.e., site specific safety training, drug test, and other standards as required by contract and/or agreement). This training is part of the contract price and does not constitute a change in Service;

5.2.5. That such personnel are familiar with and shall comply with all existing laws, rules, and regulations, including, without limitation, all applicable environmental and health and safety laws and regulations that relate to and/or may affect Seller's Work; and

5.2.6. Seller has or will obtain all appropriate licenses, if any, required to perform the Service(s) under this Order.

5.3. **Seller, upon request, shall promptly provide evidence of the qualifications of any personnel intended to carry out any of the Services on behalf of the Seller.**

6. **LABOR AND MATERIALS**.

6.1. Except where specified to the contrary, the Seller shall provide all labor, tools, equipment, and materials to ensure the proper and workmanlike performance of the Order. Unless otherwise specified herein, all materials shall be new and of appropriate quality. Seller shall comply with all applicable rules and regulations, including Purchaser's specific on-site procedures, when providing labor, tools, plant, equipment, and materials under this Order.

7. **CHANGES.**

7.1. Purchaser reserves the right at any time to make changes within the general scope of this Order. Such changes may include: (A) drawings, designs, or specifications; (B) technical clarifications; (C) quantity; (D) method of shipment or packing: (E) quality; (F) place or time of delivery; or (G) amount of Purchaser's furnished property. In addition, Purchaser may at any time, by notice to Seller, change the place or time of delivery or suspend performance of the Work for such time as it deems appropriate. Upon receiving notice of suspension, Seller shall promptly suspend Work to the extent specified, properly caring for and protecting all Work in progress and materials, supplies, and equipment Seller has on hand for performance. Upon Purchaser's request, Seller shall promptly deliver to Purchaser copies of outstanding Purchase Orders and subcontracts for materials, equipment and/or Services for the Work and take such action relative to such Purchase Orders and subcontracts as Purchaser may direct. Purchaser may at any time withdraw the suspension as to all or part of the suspended Work by written notice specifying the effective date and scope of withdrawal. Seller shall resume diligent performance on the specified effective date of withdrawal. All equipment and materials will remain on site until released by Purchaser. Any materials or equipment required under contract will be promptly delivered to Purchaser or designated location.

7.2. If any change causes a significant impact on the cost of, or the time required for, performance of any Work under this Order, an equitable adjustment shall be made in the price or delivery schedule, or both as applicable, in writing; provided, however, the maximum liability of the Purchaser for obsolescence, scrappage, and/or rework resulting from any change shall be limited to the value of the materials and parts in process at the time of the change. Notwithstanding anything to the contrary contained herein, Purchaser shall have no liability for lost profit or cost of obsolescence, scrap, rework of materials and parts which Seller has released for manufacture in advance of Seller's normal manufacturing cycle required to meet the schedule. Any Seller claim for adjustment under this section shall be deemed waived unless asserted in writing within twenty (20) calendar days after receipt by Seller of the notice to make the change and may only include reasonable, direct costs that will necessarily be incurred as a direct result of the change.

7.3. No departure shall be made from Purchaser's specifications, nor any change made in materials, sources of supply, or design, manufacturing, or assembly processes. Seller must request approval from Purchaser of any proposed changes in writing. Failure to do so could result in penalties and or termination of Purchase Order for default. If Seller desires to transfer any Work under this Order to another site or make any material modification in its manufacturing process or the procurement of materials related to the Goods, it shall first consult with and obtain the prior written consent of Purchaser, which consent shall not be unreasonably withheld. Such consent by Purchaser shall be subject to qualification of the new site under Purchaser's supplier qualification standards. Purchaser reserves sole right to accept or reject such charges.

7.4. Nothing in this section, including any disagreement with Purchaser as to the equitable adjustment to be made, shall excuse Seller from proceeding with the Order as changed.

8. DISPUTE RESOLUTION.

8.1. If Seller is a permanent resident of the U.S., or a corporation or partnership existing under the laws of the U.S., Purchaser and Seller shall attempt amicably to resolve any controversy, dispute, or difference arising out of this Order, by, upon written notice ("Initial Notice"), referral to a senior management representative from each of the Parties who will confer in good faith to attempt to resolve the matter. The representatives shall have thirty (30) calendar days from the date of the Initial Notice to resolve the issues identified. If the Parties fail to reach resolution, the matter shall proceed to private mediation at either Party's request. Such mediation shall be started within thirty (30) calendar days from the date of referral, and the mediation process must be concluded within thirty (30) calendar days from the start date. The mediation shall be administered by one mediator at a location mutually agreed upon by the Parties. If the dispute or claim is not fully resolved pursuant to mediation, the matter shall proceed to binding arbitration. Either Party may after ninety (90) calendar days from the Initial Notice, but not later than one hundred twenty (120) calendar days from the date of the Initial Notice, make a written demand for binding arbitration to be administered under the Commercial Arbitration Rules of the American Arbitration Association (AAA). The place for arbitration shall be Houston, Texas, U.S.A., and proceedings shall be conducted in the English language. The award shall be final and binding on both Purchaser and Seller, and the Parties hereby waive the right of appeal to any court for amendment or modification of the arbitrators' award.

8.2. If Seller is a permanent resident of a country other than the U.S. or is a corporation or partnership existing under the laws of any country other than the U.S., the Parties shall attempt to amicably resolve any

controversy, dispute, or difference arising out of this Order. If those efforts are unsuccessful, then the Parties agree to submit any controversy, dispute, or difference arising out of this Order to settlement proceedings under the Alternative Dispute Resolution Rules (the "ADR Rules") of the International Chamber of Commerce ("ICC"). If the dispute has not been settled pursuant to the ADR Rules within forty-five (45) calendar days following the filing of a request for ADR or within such other period as the Parties may agree in writing, such dispute shall be finally settled under the Rules of Arbitration and Conciliation of the ICC (the "ICC Rules") by one or more arbitrators appointed in accordance with such ICC Rules. The place for arbitration shall be Houston, Texas, U.S.A., and proceedings shall be conducted in the English language. The award shall be final and binding on both Purchaser and Seller, and the Parties hereby waive the right of appeal to any court for amendment or modification of the arbitrators' award.

8.3. This Dispute Resolution provision shall not apply to and will not bar litigation regarding claims related to a Party's proprietary or intellectual property rights.

9. TRANSPORTATION AND PACKAGING.

9.1. Unless otherwise stipulated on the face of the Purchase Order, Goods covered by this Order shall be shipped and delivered F.C.A. Seller's door (Incoterms, 2020 Edition) except Goods that are to be shipped directly to Purchaser's customer or a location designated by Purchaser's customer that are: (a) not to be exported; or (b) exported from the United States of America ("U.S."), shall be delivered EXW Seller's facility. The term EXW used herein is modified from the INCOTERMS 2020 definition to mean "EXW with Seller responsible for loading the Goods at Seller's risk and expense." In any event, title to Goods shall pass to Purchaser upon (A) arrival of such Goods at the specified delivery location, and (B) Purchaser's inspection and receipt into its receiving system. Purchaser insures all Goods for which it accepts risk of loss while such Goods are in transit. Therefore, Seller shall not declare any insurance value on such Goods shipped via Purchaser's designated carrier.

9.2. Seller shall release rail or truck shipments at the lowest released valuation permitted in the governing tariff or classification. Purchaser will pay no charges for unauthorized transportation. Any unauthorized shipment which results in excess transportation charges must be fully prepaid by the Seller. If Seller does not comply with the stated delivery schedule, Purchaser may require delivery by the fastest means available. The charges resulting from this mode of transportation must be fully prepaid, and the Seller must absorb the full cost of the shipment.

9.3. Packing, preservation, and marking will be in accordance with the specification, drawing or as specified on the Order, or if not specified, the best commercially accepted practice will be used and, at a minimum, be consistent with applicable law. In addition, Seller shall include the following information on each shipment under this Order: Purchaser's Order number, case number, routing center number (if provided by Purchaser's routing center), country of manufacture, destination shipping address, commodity description, gross/net weight in kilograms and pounds, dimensions in centimeters and inches, center of gravity for items greater than one (1) ton and precautionary marks (e.g., fragile, glass: air only, do not stack, etc.), loading hook/lifting points and chain/securing locations where applicable to avoid damage and improper handling. Seller shall place all markings in a conspicuous location as legibly, indelibly, and permanently as the nature of the article or container will permit. All Goods shall be packed in an appropriate manner, consistent with Purchaser's packaging specifications outlined and set forth in the Order. Goods that cannot be packed due to size or weight shall be loaded into suitable containers, pallets, or crossbars thick enough to allow safe lifting and unloading. Vehicles that reach their destination and present unloading difficulties due to Seller's failure to comply with the requirements of this section may be sent back to their point of departure at Seller's expense.

9.4. Failure of Seller to comply with any such Purchaser specification shall cause all resulting transportation charges to be for the account of Seller and give rise to any other remedies available at law or equity.

9.5. Seller shall take all necessary precautions to ensure that all Goods and/or materials which are to be delivered under the terms of the Order are packaged in a safe and sufficient manner to avoid damage or loss to such Goods or materials while in transit and until delivered. Additionally, the amount of packaging is to be minimized consistent with the requirement to package in a safe and sufficient manner.

9.6. All permits, approvals, etc. for permit-required loads are the Supplier's responsibility, if applicable.

9.7. Seller shall comply with laws and regulations applicable to the method of transportation specified by Purchaser and shall ensure that the Goods and/or materials are properly identified, classified, packed, marked, labeled and documented, and otherwise in a safe condition for transport in accordance with such laws and regulations.

9.8. Seller shall pay all costs and charges incurred by the Purchaser for returning over-supply, improperly shipped Goods, and incorrect orders or Goods.

10. **DELIVERY AND DELAY.**

10.1. Time is of the essence for this Order. Unless otherwise agreed to in writing, any material commitments or production arrangements that Seller makes which are more than the amount or in advance of the time necessary to meet schedules that are within lead time shall be at Seller's risk and cost. Seller bears sole responsibility for managing Seller's raw material, Work in process, and inventory, and Purchaser shall have

no liability with respect thereto (whether upon termination of this Order or subcontract) other than in connection with termination as provided in Section 25 below, Goods shipped to Purchaser in advance of scheduled lead times may be returned to Seller at Seller's expense.

10.2. Delivery of Goods or performance of Services shall be made in strict compliance with the requirements of the Contract Documents. If delivery is not made pursuant to the terms hereof and/or in accordance with Purchaser's specifications, Purchaser has a right to cancel this Order or any portion thereof. Any provisions herein for delivery of Goods or the rendering of Services by installments shall not be construed as making the obligations of Seller severable, unless and upon Purchaser's request.

10.3. If Seller fails to deliver the Goods or complete the Services as scheduled, unless expressly agreed upon by the Parties in the Order, Purchaser may assess such amounts as may be set on the face of an Order as liquidated damages for the agreed delay period. The Parties agree that such amounts, if assessed, are an exclusive remedy for the agreed delay period; are a reasonable pre-estimate of the damages Purchaser will suffer because of delay based on circumstances existing at the time the Order was established; and are to be assessed as liquidated damages and not as a penalty. In the absence of agreed to liquidated damages, Purchaser shall be entitled to recover damages that it incurs because of Seller's failure to perform as scheduled. Unless expressly stated to the contrary in the Order, Purchaser's remedies are cumulative, and Purchaser shall be entitled to pursue any and all remedies available at law or equity. Further to the foregoing, Seller shall not make material commitments or production arrangements more than the amount or in advance of the time necessary to meet Purchaser's delivery schedule. Should Seller enter into such commitments or engage in such production, any resulting exposure shall be for Seller's account.

11. PURCHASER'S PROPERTY.

11.1. All Purchaser property, including, but not limited to, tools, tool drawings, equipment, materials, drawings, specifications (including Purchaser's 'S' specifications), as well as materials that include or disclose processes, know-how, procedures, process parameters, trade secrets, and any other documents, information or data of every description and storage media containing software or firmware, that is furnished to Seller by Purchaser or by Purchaser's affiliates, subsidiaries, or contractors, or paid for in whole or in part by Purchaser and any replacement thereof, or any materials affixed or attached thereto (hereinafter, collectively referred to as "Purchaser's Property"), shall be and remain the exclusive personal property of Purchaser, and, unless otherwise agreed to in writing by Purchaser, shall be used by Seller solely to render Services or provide Goods to Purchaser. Such property, and whenever practical each individual item thereof, shall be plainly marked or otherwise adequately identified by Seller as being the property of Purchaser or Purchaser's designee and shall be safely stored separate and apart from Seller's property. Seller further agrees to comply with any handling and storage requirements provided by Purchaser for such property. Seller shall not substitute any property for Purchaser's Property and shall not use such property except in filling Purchaser's Purchase Orders. Such property while in Seller's custody or control shall be held at Seller's risk and shall be insured by Seller at Seller's expense for replacement cost with loss payable to Purchaser. Such property shall be subject to removal at Purchaser's written request, in which event Seller shall prepare such property for shipment and shall deliver it as directed by Purchaser in the same condition as originally received by Seller, reasonable wear and tear excepted, all at Seller's expense. The foregoing shall not be deemed to affect the rights, if any, of the Government in any such property or to grant any rights to Purchaser in conflict with FTA provisions.

11.2. Unless otherwise instructed by Purchaser in writing, upon completion of performance of all of Purchase Order requirements, the Seller shall return all Purchaser's Property to Purchaser at Seller's expense. The Purchaser may require the Seller to provide a certification of the destruction of all intangible Purchaser's Property.

11.3. Purchaser shall have the right to audit all pertinent books and records of Seller and to make reasonable inspections of Seller's facilities to verify compliance with this Section.

11.4. In the event Seller, without Purchaser's prior written consent and authorization, designs or manufacturers for sale to any person or entity other than Purchaser any Goods that are substantially similar to or can replace or repair Purchaser Goods or parts, or obtains governmental approval for such good or repair, the Seller, in any adjudication involving or relating to Purchaser's Property, shall be required to establish by clear and convincing evidence that neither Seller nor any of its employees, contractors, or agents used, in whole or in part, directly or indirectly, any of Purchaser's Property in such design or manufacture or in obtaining governmental approval with respect to such Goods or repair.

11.5. When required, any material used for export and/or government contract will meet all export standards and required markings, as appropriate. All export required documentation and support information will be provided, as required.

12. **INTELLECTUAL PROPERTY**.

12.1. INTELLECTUAL PROPERTY TREATMENT.

12.1.1. Nothing in this Order shall entitle Purchaser to ownership rights in data, information, discoveries, or inventions made by Seller prior to or outside the scope of this Order. Regarding the rights to any innovations, inventions, drawings, tools, software, or specifications conceived and/or

reduced to practice in the course of or performance of this Order or any related Purchase Order, Seller assigns and agrees to assign to Purchaser all intellectual property rights thereto, including any trade secrets, copyrights and patents issuing thereon (the "Purchaser Rights").

12.1.2. Seller will provide reasonable assistance to Purchaser, at Purchaser's expense, for securing all such Purchaser Rights and will cooperate with Purchaser, its officers, and agents, in obtaining, at the expense of Purchaser with respect to the prosecution thereof, patents on such inventions or discoveries in the name of and for the benefit of Purchaser in any country that Purchaser may consider desirable. Seller will procure from its employees, without charge to Purchaser, the execution of all patent applications, assignments, and other instruments necessary to the procurement of such patents and to the vesting of title thereto in Purchaser. Any compensation due Seller's employees shall be paid solely by Seller.

12.1.3. Purchaser shall become the sole owner of all notes, reports, memoranda, and any other information (regardless of the media of expression) made or prepared in connection with any Purchase Order placed by Purchaser. Seller will not use any material developed by Seller under any Purchase Order placed by Purchaser without first obtaining the written consent of Purchaser. All such materials, irrespective of the media of expression, shall be deemed Works-for-hire and shall belong exclusively to Purchaser. If, by operation of law, any of the material is not Work-for-hire, then Seller agrees to assign, and hereby assigns, to Purchaser the ownership of such material including all copyrights thereto. Purchaser may obtain and hold in its own name copyrights, registrations, and other protection that may be available in such material, and Seller shall provide any assistance required to perfect such protection.

12.1.4. Purchaser hereby grants Seller a limited, revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable (except as may be provided explicitly in this paragraph) limited personal license to use Purchaser Rights and/or Purchaser's Property solely for performing this Order for Purchaser. Purchaser's Property and Purchaser Rights shall not be used for any other purpose, or disclosed to others or reproduced for any purpose, including, but not limited to, the design, manufacture, or repair of parts or to obtain FTA or other government approval to do so; provided; however, Seller may provide Purchaser's Property, and sublicense Purchaser Rights, to Seller's subcontractors for the sole purpose of enabling Seller's subcontractors to assist Seller in performing this Order for Purchaser and on condition that Seller's subcontractors agree in writing for Purchaser's benefit to the terms of this Order relating to Purchaser Rights and to Purchaser's Property. This license is terminable with or without cause by Purchaser at any time.

12.1.5. All Purchaser's Properly and Purchaser Rights are or shall be deemed to be confidential and proprietary property to Purchaser, whether or not it is marked with any restrictive legend. In the event Seller is notified by Purchaser that Goods ordered under this Order have registered intellectual property rights, Seller agrees to mark such Goods with any patent numbers or other markings designated by Purchaser, including updates to such numbers or markings.

12.1.6. Seller shall provide any software and firmware under this Order free of license terms, such as reciprocal open-source license terms, that would obligate Purchaser to divulge source code to the public, or if not publicly divulged then (i) offered free of charge or (ii) cause a distributor or publisher of the software to deprive themselves of the benefit of any patent protection associated with the software.

12.1.7. If the Work being done hereunder is pursuant to a contract with a governmental entity that contains provisions regarding retention of intellectual property rights of the Seller, Seller shall retain ownership of inventions, and Seller hereby grants and agrees to grant to Purchaser an irrevocable, fully paid, perpetual license for all such intellectual property rights and with the right to extend such license to Purchaser's customers, licensees, co-producers, affiliates, and subsidiaries.

12.1.8. The Seller agrees that it will cause its employees to execute contracts of employment or other agreements assuring the Seller's ability to comply fully with the provisions of this Section 8.1.

12.1.9. No publication, use, or marketing surrounding the Work and the Purchaser is allowed without express written consent from Purchaser’s General Counsel.

12.2. INTELLECTUAL PROPERTY INDEMNITY. Seller shall indemnify and save Purchaser, and Purchaser's subsidiaries and affiliates, and their respective vendors and customers, harmless from and against any expense or liability, including costs, fees and all damages, arising out of any claim, suit, or proceeding that the manufacture or furnishing of Goods and/or Services under this Purchase Order, or the use of such Goods and/or Services or sales of such Goods and/or Services, which constitutes infringement of any patent or copyright or misappropriation of trade secret. If a reasonable claim of infringement or misappropriation is made, Seller shall procure for Purchaser, and/or Purchaser's customers, the rights to continue using the Goods and/or Services, modify them in a manner acceptable to Purchaser to remove the claim, or with the written approval of Purchaser, remove the Goods and/or Services and refund the purchase price. The forgoing provisions apply to all Goods and/or Services provided by the Seller to the Purchaser.

13. **DRAWINGS AND TECHNICAL DATA.**

13.1. Purchaser shall always have title to any drawings and specifications furnished by Purchaser to Seller. Any deviation from or modification to specifications or drawings included or referenced in the Contract Documents is subject to the Purchaser’s

written approval. If the Seller considers there is any omission, inconsistency, or inaccuracy in such specifications, drawings, or scope of Work or that any modification should be made, the Seller shall notify the Purchaser in writing. Drawings and technical data supplied by the Purchaser to the Seller or from the Seller to the Purchaser in connection with this Order shall be maintained in confidence by the Parties and shall not, without the disclosing Party's prior written consent, be disclosed to any third party or used by the receiving Party except in implementing the Order. The Seller shall, when requested by the Purchaser, provide drawings and technical data to the Purchaser. Whether or not the Purchaser shall have indicated its approval, the Seller shall always remain solely responsible for the accuracy of any drawings or technical data. Final technical drawings and data (to include electronic) will be provided to Purchaser as required with material or Service completion.

14. **WARRANTIES.**

14.1. Seller warrants that all Goods and Services provided pursuant to this Order, whether provided by Seller or a direct or indirect supplier of Seller, will be free of any claims of any nature, including without limitation, title claims, and will cause any lien or encumbrance asserted to be discharged, at its sole cost and expense, within thirty (30) calendar days of its assertion (provided such liens do not arise out of Purchaser's failure to pay amounts not in dispute under this Order or an act or omission of Purchaser). Seller warrants and represents that all such Goods and Services will be new and of merchantable quality, not used, rebuilt, or made of refurbished material unless approved in writing by Purchaser, free from all defects in design, Workmanship, and material and will be fit for the particular purpose for which they are intended. Such Goods and Services will be provided in strict accordance with all specifications, samples, drawings, designs, descriptions, or other requirements approved or adopted by Purchaser. Any review or approval of drawings by Purchaser will be for Seller's convenience and will not relieve Seller of its responsibility to meet all requirements of this Order. Any attempt by Seller to limit, disclaim, or restrict any such warranties or remedies by acknowledgment or otherwise shall be null, void, and ineffective.

14.2. The foregoing warranties shall apply for a period of twenty-four (24) months, plus delays (such as those due to non-conforming Goods and Services), from the date (A) of Seller's delivery of all Goods to destination/performance of the Services; and (B) such Goods or Services have successfully passed all performance and operational tests as applicable and required under the Order. The warranties shall apply to Purchaser, its successors, assigns, and the users of Goods and Services covered by this Order.

14.3. If any of the Goods and/or Services are found to be defective or otherwise not in conformity with the warranties in this section during the warranty period, then, Purchaser, in addition to any other rights, remedies, and choices it may have by law, contract or at equity and in addition to seeking recovery of any and all damages and costs emanating therefrom, at its option and sole discretion and at Seller's expense may: (A) require Seller to inspect, remove, reinstall, ship and repair, or replace/re-perform non-conforming Goods and/or Services with Goods and/or Services that conform to all requirements of this Order; (B) take such actions as may be required to cure all defects and/or bring the Goods and/or Services into conformity with all requirements of this Order, in which event, all related costs and expenses (including, but not limited to, material, labor, and handling costs and any required re-performance of value added machining or other Service) and other reasonable charges shall be for Seller's account; and/or (C) reject and return all or any portion of such Goods and/or Services. Any repaired or replaced good, or part thereof, or re-performed Services shall carry warranties on the same terms as set forth above, with the warranty period being the greater of the original unexpired warranty or twelve (12) months after repair or replacement.

14.4. Purchaser's failure to inspect, accept, reject, or detect defects by inspection shall neither relieve Seller from responsibility for such Goods or Services that are not in accordance with the Order requirements nor impose liabilities on Purchaser.

15. **INDEMNITY AND INSURANCE**.

15.1. INDEMNITY. Seller shall defend, indemnify, release, and hold harmless Purchaser, its directors, officers, employees, agents representatives, successors and assigns, whether acting in the course of their employment or otherwise, against any and all suits, actions, or proceedings, at law or in equity, and from any and all claims, demands, losses, judgments, fines, penalties, damages, costs, expenses, or liabilities (including without limitation, claims for personal injury or property or environmental damage, claims or damages payable to customers of Purchaser, and breaches of this Order) arising from any act or omission of Seller, its agents, employees, or subcontractors, except to the extent attributable to the sole and direct gross negligence of Purchaser. Seller further agrees to indemnify Purchaser for any attorneys' fees or other costs that Purchaser incurs if Purchaser must file a lawsuit to enforce any indemnity or additional insured provision of this Order.

15.1.1. INSURANCE. Seller shall maintain the following Insurance: (A) Comprehensive General Liability In the minimum amount of $1,000,000 combined single limit per occurrence with coverage for bodily injury/property damage, including coverage for contractual liability insuring the liabilities assumed in this Order, products liability, contractor's protective liability, where applicable, collapse or structural injury and/or damage to underground utilities, where applicable;

15.1.2. (B) Business Automobile Liability Insurance covering Comprehensive Automobile Liability covering bodily injury/property damage and all owned, hired, and non-owned automotive equipment used in the performance of the

Order in the amount of $1,000,000 combined single limit each occurrence;

15.1.3. (C) Employers' Liability in the amount of $1,000,000 each occurrence;

15.1.4. (D) Property Insurance covering the full value of all Goods and Services owned, rented, or leased by Seller in connection with this Order and covering damage to property in Seller's care, custody, and control; and

15.1.5. (E) appropriate Workers' Compensation Insurance protecting Seller from all claims under any applicable Workers' Compensation and Occupational Disease Act. Coverage similar to Workers' Compensation and Employers' Liability shall be obtained for each local employee outside the United States where Work in connection with this Order is performed.

15.2. Purchaser shall be named as additional insured under Seller's Comprehensive General Liability policy for any and all purposes arising out of or connected to this Order. Upon request, Seller shall furnish Purchaser an endorsement showing that Purchaser has been named an additional insured and a certificate of insurance completed by its insurance carrier(s) certifying that insurance coverages are in effect and will not be canceled or materially changed except upon ten (10) calendar days after Purchaser's written approval. Seller hereby waives subrogation. All insurance specified in this section shall contain a waiver of subrogation in favor of Purchaser, its affiliates, and their respective employees for all losses and damages covered by the insurances required in this section, including coverage for damage to Purchaser's property in Seller's care, custody, or control.

16. LIABILITY AND DAMAGES.

16.1. In no event shall either party be liable, either directly or indirectly, for any special, punitive, indirect and/or consequential damages, including damages attributable to loss of use, loss of income or loss of profit even if the other party has been advised of the possibility of such damages.

16.2. With respect to any causes of action and/or claims raised against the Seller by Purchaser that are covered by the insurance policies required hereunder, except any claims for indemnification under Section15 above, Seller shall not be responsible to Purchaser for any loss, damage, or liability beyond the policy amounts contractually required hereunder and the limits and conditions of such insurance policies. With respect to any causes of action and/or claims raised against the Seller by Purchaser that are not covered by the insurance policies required hereunder, except any claims for indemnification under Section15 above, Seller's liability to Purchaser shall not exceed an aggregate amount equal to the greater of one million dollars ($1,000,000.00) or the Purchase Order value. The limitations set forth in this Section 16 shall not apply to any claims for indemnification under Section15 above.

16.3. Purchaser shall not be responsible to Supplier for any loss, damage or liability that exceed an aggregate amount equal to the Purchase Order price.

17. SELLER'S EMPLOYEES.

17.1. Seller's personnel performing Services under this Order shall remain employees of Seller subject to its right of direction, control, and discipline and shall neither become employees of Purchaser nor be entitled to any rights, benefits, or privileges of Purchaser employees. As appropriate, Purchaser shall give direction as to the ultimate objective of the project to the Seller. The Seller shall ensure that its personnel adhere to the terms and policies in this Order and that they have the requisite knowledge, training, and ability to perform Work under this Order competently and in accordance with applicable laws and regulations.

17.2. Seller's employees are not authorized to enter into any agreements or to make any commitments, financial or otherwise, on behalf of Purchaser.

17.3. The relationship of Seller to Purchaser is that of independent contractor for all purposes under this Order. This Order is not intended to create, and shall not be construed as creating, between Seller and Purchaser the relationship of principal and agent, joint ventures, co-partners, or any other similar relationship, the existence of which is hereby expressly denied.

17.4. Drug and Alcohol Testing. Seller agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 655, produce any documentation necessary to establish compliance, and permit any authorized representative of the US DOT or its operating administrations, the state oversight agency, the grantee, and the Purchaser to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 655 and review the testing process. Seller agrees further to certify annually its compliance with Paris 655 and to submit the Management Information System (MIS) reports as required by law. To certify compliance, Seller shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements," which is published annually in the Federal Register. If required by site or location, additional drug and alcohol testing will be completed

17.5. Firearms. Firearms are not allowed on any jobsite. Seller is liable for the actions of their employees and any damage that follows in which a firearm is involved.

18. **WORK ON PURCHASER'S OR ITS CUSTOMER'S PREMISES OR SYSTEMS**.

18.1. If Seller's Work under this Order involves operations by Seller on the premises of Purchaser or Purchaser's customer or access to Purchaser's systems or its computers, then:

18.1.1. Seller shall comply with all of Purchaser's safety and security procedures and shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress

of such Work.

18.1.2. Seller represents and warrants that all of its employees who will perform Work under this Order on Purchaser's or its customer's premises have been tested and are free from illegal drugs. The term "illegal drugs" does not include the use of a controlled substance pursuant to a valid prescription. The prescription medication must not prevent the employee from performing competent and safe Work. If required by site or location, additional drug and alcohol testing will be completed.

18.1.3. All Work will be considered safety sensitive positions and Work.

OR (to be used in circumstances where Seller does not have the right to conduct routine drug testing):

18.1.4. Seller represents and warrants that it will use reasonable endeavors to ensure that all of its employees who will perform Work under this Order on Purchaser's or its customer's premises are free from illegal drugs. If Seller has reason to suspect that any employee performing Work under this Order on Purchaser's or its customer's premises, Seller agrees to take immediate steps to remove such employee from Purchaser's or its customer's premises and ensure that the employee does not continue to perform Work under this Order. The term "illegal drugs" does not include the use of a controlled substance pursuant to a valid prescription. The prescription medication must not prevent the employee from performing competent and safe Work.

18.1.5. To the extent permissible by law, Seller represents and warrants that it will conduct a criminal convictions records investigation of any employee before they are assigned to Work on any Order that requires that employee to enter Purchaser's or its customer's premises meeting site specific requirements.

18.2. Seller shall include this provision in any subcontract placed pursuant to this Order where the subcontractor will perform Work on Purchaser's or its customer's premises.

18.3. Purchaser reserves the right to deny access to or expel from its or its customer's premises and/or systems, in Purchaser's sole discretion, any person for any reason including but not limited to those who fail to adhere to these referenced procedures or appear on government-issued lists (i.e. the Department of State list of terrorists, suspects, etc., Arms Export Control Debarment List; Department of State, Proliferation List; Department of Commerce, Denied Parties List; and Department of Treasury, Specially Designated National List).

19. **HEALTH AND SAFETY.**

19.1. Seller shall comply with statutory and all other legal requirements relating to safe Working practices as apply to the place of Work. Seller shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of Work. When on the Purchaser's premises, which includes all facilities owned, managed, or operated by the Purchaser, the Seller shall comply with the Purchaser's Workplace Safety Requirements and Purchaser’s client’s applicable health and safety policies, procedures, and requirements. As required by Purchaser, each employee and other personnel of Seller shall undergo appropriate site-specific safety training, and Purchaser will provide appropriate site-specific safety plans. Any misrepresentation by Seller regarding safety performance shall constitute a material breach and default of this Order. Purchaser, in its sole discretion, has the right to: (i) bar any of Seller’s personnel from Purchaser’s premises, or the premises of Purchaser’s client, for failure to observe Purchaser’s regulations or policies, (ii) require that Seller promptly remove from Purchaser’s premises any personnel who violate any of Purchaser’s regulations or policies, and (iii) require that Seller to cease using any personnel to perform the Services who are reasonably unacceptable to Purchaser.

19.2. Seller shall provide the Purchaser in writing with such information as is necessary relating to the use of any materials and/or equipment supplied and/or used and its design, testing, use, setting, cleaning, maintenance, handling, processing, storage, transport, dismantling, or disposal, and to any risk of health or safety to which the inherent properties thereof may give rise and to any conditions necessary to ensure it will be safe and without risk to health when it is being used, set, cleaned, maintained, handled, processed, stored, transported, dismantled, or disposed of.

19.3. Personnel will be required to wear appropriate Personal Protective Equipment (PPE) as required by site or customer, site. Personnel will meet the minimum physical requirements as required to execute the Work and comply with all safety standards.

20. **AUDIT AND INSPECTION**.

20.1. Seller shall permit Purchaser or its representatives to have reasonable access to the site(s) where Work under this Order is performed to assess Seller's compliance with its representations and warranties to assess Seller's Work quality and conformance with Purchaser's specifications and compliance with this Order. Upon reasonable notice by Purchaser, all: (A) Goods, materials, and Services related in any way to the Goods and Services purchased hereunder (including without limitation raw materials, components, intermediate assemblies, Work in process, tools, and end products) shall be subject to inspection and test by Purchaser and its customer or representative at all times and places, including sites where the Goods and Services are created or performed, whether they are at premises of Seller, Seller's suppliers or elsewhere; and (B) Seller's

books and records relating to this Order shall be subject to audit and inspection by Purchaser.

20.2. If any inspection, test, audit, or similar oversight activity is made on Seller's or its suppliers' premises, Seller shall, without additional charge: (A) provide all reasonable access and assistance for the safety and convenience of the inspectors and (B) take all necessary precautions and implement appropriate safety procedures for the safety of Purchaser's personnel while they are present on such premises.

20.3. Seller shall provide and maintain an inspection, testing, and process control system acceptable to Purchaser and its customer covering the Goods and Services to ensure compliance with this Order and shall keep complete records available to Purchaser and its customer for three (3) years after completion of this Order. Acceptance of such system by Purchaser shall not alter the obligations and liability of Seller under this Order.

20.4. All testing results, reports and documentation will be provided to Purchaser with material delivery or as specified in Purchase Order. Final documentation will be provided prior to payment of final invoice.

21. **INSPECTION AND GUARANTEE.**

21.1. Purchaser has a right to inspect the Goods on or after the delivery date and/or the Services performed at the time of performance or after completion. Purchaser, at its sole option, may inspect all or a sample of the Goods or Services and may reject all or any portion thereof if it determines that same are defective. If the Purchaser rejects any portion of the Goods, it has the right, effective upon written notice to the Seller, to:

21.1.1. Rescind this Order in its entirety;

21.1.2. Accept the Goods or Services at a reasonably reduced price; or

21.1.3. Reject the Goods or Services and require replacement of the rejected Goods or reperformance of the Services.

21.2. If the Purchaser requires replacement of the Goods, the Seller shall, at its expense, promptly replace the non-conforming Goods and the delivery of replacement Goods. If the Seller fails to timely deliver replacement Goods, the Purchaser may replace them with Goods from a third party and charge the Seller the cost thereof. If the Purchaser requires reperformance of the Services, the Seller shall, at its expense, promptly reperform the Services in conformance with the Contract Documents. If the Seller fails to timely reperform Services, Purchaser may retain replacement Services from a third party and charge Seller for the cost of same.

21.3. For a period of twelve (12) months after the date of delivery of the Goods and/or Services (or such other period as is stated in any Special Conditions of this Order), the Seller shall, with all possible speed and without cost to the Purchaser, replace, repair, or make good any defective Goods or Services or any part thereof found to be defective, whether due to faulty material, Workmanship, design (other than design specified by the Purchase) or to any act or omission of the Seller.

21.4. Seller will not substitute any Goods for the Goods covered by this Order unless Purchaser consents in writing.

22. PARTS COMPLIANCE AND MATERIALS TEST CERTIFICATION.

22.1. By acceptance of this Purchase Order, Seller certifies that Goods supplied shall conform to all requirements of this Order, including referenced specifications in effect as of the date of Purchase Order placement, and that Objective Evidence of conformance and specifications required by this Order is on file and available for examination by Purchaser. For the purposes of this section, "Objective Evidence" shall mean any statement of fact pertaining to the quality of a good or Service based on observations, measurements, or tests that can be fully verified. Evidence must be expressed in terms of specific quality requirements or characteristics. These characteristics are identified in drawings, specifications, and other documents which describe the item, process, or procedure.

23. **CONFIDENTIALITY**.

23.1. Seller shall keep confidential any: (a) other tangible or intangible property furnished by Purchaser in connection with this Order, including any drawings, specifications, data, Goods, and/or information; (b) technical, process, proprietary, or economic information derived from drawings or 3D or other models owned or provided by Purchaser; and (c) other tangible or intangible property furnished by Purchaser in connection with this Order, including any drawings, specifications, data, Goods, and/or information (the "Confidential Information") and shall not divulge, directly or indirectly, the Confidential Information for the benefit of any other Party without Purchaser's prior written consent. Confidential Information shall also include any notes, summaries, reports, analyses, or other material derived by Seller in whole or in part from the Confidential Information in whatever form maintained (collectively, "Notes"). Except as required for the efficient performance of this Order, Seller shall not use or permit copies to be made of the Confidential Information without Purchaser's prior written consent. If any such reproduction is made with prior written consent, notice referring to the foregoing requirements shall be provided thereon. The restrictions in this section regarding the Confidential Information shall be inoperative as to particular portions of the Confidential Information disclosed by Purchaser to Seller if such information: (i) is or becomes generally available to the public other than as a result of disclosure by Seller; (ii) was available on a non-confidential basis prior to its disclosure to Seller; (iii) is or becomes available to Seller on a non-confidential basis from a source other than Purchaser when such source is not, to the best of Seller's knowledge, subject to a confidentiality obligation with Purchaser; or (iv) was independently developed by Seller without reference to the Confidential Information and Seller can verify the development of such information by written documentation. Upon completion or termination of this Order, Seller shall promptly return to Purchaser all Confidential Information, including

any copies thereof, and shall destroy (with such destruction certified in writing by Seller) all notes and any copies thereof. Any knowledge or information, which Seller shall have disclosed or may hereafter disclose to Purchaser and which in any way relates to the Goods or Services purchased under this Order (except to the extent deemed to be Purchaser's property as set forth in Section 7), shall not be deemed to be confidential or proprietary and shall be acquired by Purchaser free from any restrictions (other than a claim for infringement) as part of the consideration for this Order, and notwithstanding any copyright or other notice thereon, Purchaser shall have the right to use, copy, modify, and disclose the same as it sees fit. Seller shall not make any announcement, take or release any photographs (except for its internal operation purposes for the manufacture and assembly of the Goods), or release any information concerning this Order or any part thereof or with respect to its business relationship with Purchaser, to any third party, member of the public, press, business entity, or any official body except as required by applicable law, rule, injunction, or administrative order without Purchaser's prior written consent.

24. **SECURITY REQUIREMENTS**.

24.1. SUPPLY CHAIN SECURITY. The Customs-Trade Partnership Against Terrorism ("C-TPAT") program of the United States Customs and Border Protection, the Authorized Economic Operator for Security ("EU AEO") program of the European Union, and similar programs are designed to improve the security of shipments in international trade. Seller agrees that it will review the C-TPAT and EU AEO requirements appropriate for its business, and that it will maintain a written plan for security procedures in accordance with them ("Security Plan"). The Security Plan shall address security criteria such as: container security and inspection, physical access controls, personnel security, procedural security, security training and threat awareness and Information technology security. Upon request of Purchaser, Seller shall: (a) certify to Purchaser in writing that it has read the C-TPAT and EU AEO security criteria, maintains a written Security Plan consistent with those criteria and has implemented appropriate procedures pursuant to such plan; (b) identify an individual contact responsible for Seller's facility, personnel, and shipment security measures and provide such individual's name, title, address, email address, and telephone and fax numbers; and (c) inform Purchaser of its C-TPAT or EU AEO membership status. Where Seller does not exercise control of manufacturing, storage, or transportation of Goods destined for delivery to Purchaser or its customers in international trade, Seller agrees to communicate the recommendations to its suppliers and transportation providers and to use commercially reasonable efforts to ensure that such suppliers and transportation providers implement such recommendations. Further, upon advance notice by Purchaser to Seller and during Seller's normal business hours, Seller shall make its facility available for inspection by Purchaser's representative for the purpose of reviewing Seller's compliance with the C-TPAT security recommendations and with Seller's Security Plan. Each Party shall bear its own costs in relation to such inspection and review. All other costs associated with development and implementation of Seller's Security Plan and supply chain security compliance shall be borne by the Seller.

25. **COMPLIANCE WITH LAWS**.

25.1. GENERAL. Seller represents, warrants, certifies and covenants (collectively "Covenants") that it will comply with all laws applicable to the Goods, Services, and/or the activities contemplated or provided under this Order, including, but not limited to, any national, international, federal, state, provincial, or local law, treaty, convention, protocol, common law, regulation, directive, or ordinance and all lawful orders, including judicial orders, rules and regulations issued thereunder, including without limitation those dealing with the environment, health and safety, employment, records retention, personal data protection, and the transportation or storage of hazardous materials. As used in this Order, the term "hazardous materials" shall mean any substance or material defined as a hazardous material, hazardous substance, toxic substance, pesticide, or dangerous good under 49 CFR 171.8 or any other substance regulated on the basis of potential impact to safety, health, or the environment pursuant to an applicable requirement of any entity with jurisdiction over the activities, Goods, or Services, which are subject to this Order. Seller shall also comply with good industry practices, including the exercise of that degree of skill, diligence, prudence, and foresight which can reasonably be expected from a competent Seller who is engaged in the same type of Service or manufacture under similar circumstances in a manner consistent with all applicable requirements and with all applicable generally recognized international standards. Seller further agrees at Purchaser's request to provide certificates relating to any applicable legal requirements or to update any and all of the certifications, representations, and warranties under this Order in form and substance satisfactory to Purchaser.

25.2. ENVIRONMENT, HEALTH, AND SAFETY.

25.2.1. Seller covenants that it will take appropriate actions necessary to protect health, safety, and the environment, including, without limitation, in the Workplace and during transport. Seller covenants that will abide by all regulations and laws related to the environment, health, and safety.

25.2.2. Seller covenants that none of the Goods sold or transferred to Purchaser contain: (1) any of the following chemicals: arsenic, asbestos, benzene, beryllium, carbon tetrachloride, cyanide, lead or lead compounds, cadmium or cadmium compounds, hexavalent chromium, mercury or mercury compounds, trichloroethylene, tetrachloroethylene, methyl chloroform, polychlorinated biphenyls (PCBs), polybrominated biphenyls (PBBs), polybrominated diphenyl ethers (PBDEs); (2) any chemical or hazardous material otherwise prohibited pursuant to Section 6 of TSCA; (3) any chemical or

hazardous material otherwise restricted pursuant to EU Directive 2011/65/EU (8 June 2011) (the "ROHS (Recast) Directive"); (4) designated ozone depleting chemicals as restricted under the Montreal Protocol (including, without limitation, 1,1,1 trichloroethane, carbon tetrachloride, Halon-1211, 1301, and 2402, and chlorofluorocarbons (CFCs) 11-13, 111-115, 211- 217); (5) any substance listed on the candidate list of REACH, subject to authorization and listed on Annex XIV of REACH, or restricted under Directive 76/769/EEC and when it shall be repealed, Annex *XVII* of REACH; or (6) any other chemical or hazardous material the use of which is restricted in any other jurisdiction to or through which Purchaser informs Seller the Goods are likely to be shipped or to or through which Seller otherwise has knowledge that shipment will likely occur, unless with regard to all of the foregoing, Purchaser expressly agrees in writing and Seller identifies an applicable exception from any relevant legal restriction on the inclusion of such chemicals or hazardous materials in the Goods sold or transferred to Purchaser. Upon request from Purchaser and subject to reasonable confidentiality provisions which enable Purchaser to meet its compliance obligations, Seller will provide Purchaser with the chemical composition, including proportions, of any substance, preparation, mixture, alloy contained in or incorporated into the Goods supplied under this Order and any other relevant information or data regarding the properties including, without limitation, test data and hazard information.

25.2.3. With respect to any Goods or other materials sold or otherwise transferred to Purchaser hereunder, Seller shall provide all relevant information, including without limitation, safety data sheets in the language and the legally required format of the location to which the Goods will be shipped and mandated labeling information, required pursuant to applicable requirements

25.3. LABOR RESTRICTION. Seller covenants that no Goods or Services supplied under this Order have been or will be produced: (a) utilizing forced, indentured or convict labor; (b) utilizing the labor of persons younger than sixteen (16) years of age or in violation of the minimum Working age law in the country of manufacture of the Goods or performance of the Services under this Order, whichever is higher; or (c) in violation of minimum wage, hours or days of Service, or overtime laws in the country of manufacture or of the Goods or performance of the Services under this Order. If forced or prison labor or labor below applicable minimum Working age is determined to have been used in connection with this Order, Purchaser shall have the right to terminate this Order immediately without further compensation to Seller.

25.4. ANTI-KICKBACK. By acceptance of this Purchase Order, Seller certifies that it has not paid any kickbacks and is compliant with the Anti-Kickback Act of 1986, 41 U.S.C. 51-58, and further, Seller agrees to indemnify Purchaser for any costs, liabilities or administrative offsets incurred by Purchaser as a result of violations or alleged violations of any applicable, "Anti-Kickback Procedures," by Seller, its employees, its subcontractors, or their employees.

25.5. BRIBERY AND CORRUPTION. Purchaser has a strict policy against bribery and corruption. Seller shall not make payments or provide entertainment and gifts or anything of value directly or indirectly to government officials or others to influence them in the performance or non-performance of their duties or induce them to use their influence or secure any improper advantage or to obtain or retain business for Purchaser.

25.6. ANTITRUST. Purchaser is committed to free competition in the marketplace. Conduct intended to limit competitive forces is inconsistent with that commitment and may violate antitrust laws. Seller shall not communicate with competitors regarding current or future prices, pricing policy, sales volumes or terms, production levels, or any other information that relates to the marketplace.

25.7. PROCUREMENT INTEGRITY. Seller agrees to comply with the requirements of section 27 of the "Office of Federal Procurement Policy Act" (41 U.S.C. 423), as amended by section 814 of Public Law 101-189, and with the implementing regulations contained in FAR 3.104, and agrees to indemnify Purchaser for any costs and liabilities incurred by Purchaser because of violations of the act or regulations by Seller, its employees, its agents, its consultants, or subcontractors, or their employees.

25.8. NON-DISCRIMINATION. Seller will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, national origin, or any other characteristic protected by law. Seller agrees to comply with the applicable provisions of any federal, state, or local law or ordinance, and all lawful orders, rules, and regulations issued thereunder. Seller shall also comply with any provisions, representations, or agreements, or contractual clauses required thereby to be included or incorporated by reference or operation of law in the Purchase Order or subcontract, including but not limited to the applicable requirements, as well as any Executive Orders as now or hereafter issued, amended, or codified. Seller certifies that it is compliant with the requirements for non-segregated facilities.

25.9. ANTI-DUMPING. Seller represents, warrants, certifies, and covenants that all sales made hereunder are made in circumstances that will not give rise to the imposition of new anti-dumping or countervailing duties under United States law (19 U.S.C. Sec. 1671 et seq.), European Union (Council Regulation (EC) No. 384/96 of December 22, 1995, Commission Decision No. 2277/96/ECSC of November 28, 1996), similar

laws in such jurisdictions or the law of any other country to which the Goods may be exported. To the full extent permitted by law, Seller will indemnify, defend, and hold Purchaser harmless from and against any costs or expenses (including any countervailing duties which may be imposed and, to the extent permitted by law, any preliminary dumping duties that may be imposed) arising out of or in connection with any breach of this warranty. If countervailing or anti-dumping duties are imposed that cannot be readily recovered from Seller, Purchaser may terminate this Order with no further liability of any nature whatsoever to Seller hereunder. If any jurisdiction imposes punitive or other additional tariffs on Goods subject to this Order in connection with a trade dispute or as a remedy in an “escape clause" action or for any other reason, Purchaser may; at its option, treat such increase in duties as a condition of force majeure.

25.10. IMPORTER OF RECORD AND DRAWBACK. If Goods are to be delivered DDP (INCOTERMS 2020) to the destination country, Seller agrees that Purchaser will not be a Party to the importation of the Goods, that the transaction(s) represented by this Order will be consummated after importation and that Seller will neither cause nor permit Purchaser's name to be shown as "importer of record" on any customs declaration. Seller also confirms that it has Non-Resident importation rights, if necessary, into the destination country with knowledge of the necessary import laws. If Seller is the importer of record into the United States for any Goods, including any component parts thereof, associated with this Order, Seller shall provide Purchaser required documentation for Duty Drawback purposes which includes, but is not limited to, Customs Form 7552 entitled "Certificate of Delivery" properly executed as well as Customs Form 7501 "Entry Summary" and a copy of Seller's Invoice. Seller shall accurately indicate the Country of Origin of the Goods sold hereunder on the customs/commercial invoice and other applicable documentation. When requested by Purchaser, Seller shall execute such documents as may be necessary to allow Purchaser to claim duty preference under any and all applicable programs.

25.11. INTERNATIONAL TRADE CONTROLS. All transactions hereunder shall at all times be subject to and conditioned upon compliance with all applicable export control laws and regulations and any amendments thereto. The Parties hereby agree that they shall not, except as said applicable laws and regulations may expressly permit, make any disposition by way of trans-shipment, re-export, diversion, or otherwise, of any Goods, technical data, or software, or the direct product thereof, furnished by either Party in connection with this Order. The obligations of the Parties to comply with all applicable export control laws and regulations shall survive any termination or discharge of any other contract obligations.

25.12. DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 CFR Part 26. Seller agrees to cooperate with Purchaser and comply with the requirements of 49 CFR Part 26 and all related requirements applicable to Purchaser. Seller shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Order. Seller shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this Order. Failure by Seller to carry out these requirements is a material breach of this Order, which may result in the termination of this contract or such other remedy deemed appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)). Seller agrees to pay its subcontractors performing Work related to this Order for satisfactory performance of that Work no later than 30 calendar days after Seller's receipt of payment for that Work.

25.13. PROHIBITED GOODS AND SERVICES. The United States of America prohibits the importation of Goods or the purchase of Services from certain countries. No Goods or Services from prohibited countries may be used directly or indirectly in the design, manufacture, test, or other methods of providing any of the items (whether Goods, Services, or otherwise) covered by this Order. The list of prohibited countries can change from time to time, and it is Seller's responsibility to ensure compliance with such list at all times. Current information can be obtained by accessing the internet at URL http://www.treas.gov/ofac/.

26. FORCE MAJEURE.

26.1. Neither Party shall be liable to the other Party for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond a Party’s reasonable control, that materially and adversely affects a Party’s ability to perform its obligations hereunder, and that is not the result of the Party’s willful neglect, error, omission, or failure to exercise reasonable due diligence. If a Party is unable to perform any of its obligations hereunder as a result of a Force Majeure event, the Party shall be required to resume performance upon termination of the event and shall have reasonable additional time for performance. If the Force Majeure condition persists for a period of more than sixty (60) calendar days in aggregate, either Party may terminate this Contract without liability to the other Party.

27. TERMINATION.

27.1. TERMINATION FOR CONVENIENCE. Purchaser may terminate all or any part of this Order at any time by written notice to Seller. Upon termination (other than due to Seller's insolvency or default, including failure to comply with this Order), Purchaser and Seller shall negotiate reasonable termination costs consistent with costs allowable under Section 7 "Changes" and identified by Seller within thirty (30) calendar days of Purchaser's termination notice to Seller, unless the Parties have agreed to a termination schedule in writing.

27.2. TERMINATION FOR DEFAULT. Except for delay due to causes beyond the control and without the fault or negligence of Seller and all of its suppliers (lasting not more than 60 calendar days), Purchaser, without liability, may by written notice of default, terminate the whole or any part of this Order if Seller: (A) fails to perform within the time specified or in any written extension granted by Purchaser; (B) fails to make progress which, in Purchaser's reasonable judgment, endangers performance of this Order in accordance with its terms; or (C) fails to comply with any of the terms of this Order. Such termination shall become effective if Seller does not cure such failure within ten (10) calendar days of receiving notice of default. Upon termination, Purchaser may procure at Seller's expense and upon terms it deems appropriate, Goods or Services similar to those so terminated. Seller shall continue performance of this Order to the extent not terminated and shall be liable to Purchaser for any excess costs for such similar Goods or Services. As an alternate remedy and in lieu of termination for default, Purchaser, at its sole discretion, may elect to extend the delivery schedule and/or waive other deficiencies in Seller's performance, making Seller liable for any costs, expenses, or damages arising from any failure of Seller's performance. If Seller for any reason anticipates difficulty in complying with the required delivery date or in meeting any of the other requirements of this Order, Seller shall promptly notify Purchaser in writing. If Seller does not comply with Purchaser's delivery schedule, Purchaser may require delivery by fastest method, and charges resulting from the premium transportation must be fully prepaid by Seller. Purchaser's rights and remedies in this clause are in addition to any other rights and remedies provided by law, equity, or under this Order.

27.3. TERMINATION FOR INSOLVENCY/PROLONGED DELAY. If Seller ceases to conduct its operations in the normal course of business or fails to meet its obligations as they mature, or if any proceeding under the bankruptcy or insolvency laws is brought by or against Seller, a receiver for Seller is appointed or applied for, an assignment for the benefit of creditors is made, or an excused delay (or the aggregate time of multiple excused delays) lasts more than sixty (60) calendar days, Purchaser may immediately terminate this Order without liability, except for Goods or Services completed, delivered, and accepted within a reasonable period after termination (which will be paid for at the Order price).

27.4. OBLIGATIONS UPON TERMINATION. Upon expiration or after receipt of a notice of termination for any reason, Seller shall immediately: (A) stop Work as directed in the notice; (B) place no further subcontracts or Purchase Orders for materials, Services, or facilities hereunder, except as necessary to complete the continued portion of this Order; and (C) terminate all subcontracts to the extent they relate to Work terminated. After termination, Seller shall deliver to Purchaser all completed Work and Work in process, including all designs, drawings, specifications, other documentation, and material required or produced in connection with such Work and all of Purchaser's Confidential Information as set forth in Section 22.

28. **PERSONAL DATA PROTECTION**.

28.1. "Personal Data" includes any information relating to an identified or identifiable natural person; "Purchaser Personal Data'" includes any Personal Data obtained by Seller from Purchaser; and "Processing" includes any operation or set of operations performed upon Personal Data, such as collection, recording, organization, storage, adaptation or alteration, retrieval, accessing, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure, or destruction.

28.2. Seller, including its officers, directors, employees and/or agents, shall view and process Purchaser Personal Data only on a need-to-know basis and only to the extent necessary to perform this Order or to carry out Purchaser's further written instructions.

28.3. Seller shall use reasonable technical and organizational measures to ensure the security and confidentiality of Purchaser Personal Data to prevent, among other things, accidental, unauthorized, or unlawful destruction, modification, disclosure, access, or loss. Seller shall immediately inform Purchaser of any Security Breach involving Purchaser Personal Data, where "Security Breach" means any event involving an actual, potential, or threatened compromise of the security, confidentiality, or integrity of the data, including but not limited to any unauthorized access or use. Seller shall also provide Purchaser with a detailed description of the Security Breach, the type of data that was the subject of the Security Breach, the identity of each affected person and any other information Purchaser may request concerning such affected persons and the details of the breach as soon as such information can be collected or otherwise becomes available. Seller agrees to act immediately, at its own expense, to investigate the Security Breach and to identify, prevent and mitigate the effects of any such Security Breach and to carry out any recovery necessary to remedy the impact. Purchaser must first approve the content of any filings, communications, notices, press releases, or reports related to any Security Breach ("Notices") prior to any publication or communication thereof to any third party. Seller also agrees to bear any cost or loss Purchaser may incur because of the Security Breach, including without limitation, the cost of Notices.

28.4. Upon termination of this Order, for whatever reason, Seller shall stop the processing of Purchaser Personal Data, unless instructed otherwise by Purchaser, and these undertakings shall remain in force until such time as Seller no longer possesses Purchaser Personal Data.

28.5. Seller understands and agrees that Purchaser may require Seller to provide certain Personal Data ("Seller

Personal Data") such as the name, address, telephone number, and e-mail address of Seller's representatives in transactions and that Purchaser and its affiliates and its or their contractors may store such data in databases located and accessible globally by their personnel and use it for purposes reasonably related to the performance of this Order, including but not limited to, supplier and payment administration. Seller agrees that it will comply with all legal requirements associated with transferring any Seller Personal Data to Purchaser. Purchaser will be the controller of this data for legal purposes and agrees not to share Seller Personal Data beyond Purchaser, its affiliates, and its or their contractors, and to use reasonable technical and organizational measures to ensure that Seller Personal Data is processed in conformity with applicable data protection laws. "Controller" shall mean the legal entity which alone or jointly with others determines the purposes and means of the processing of Personal Data. By written notice to Purchaser, Seller may obtain a copy of the Seller Personal Data and submit updates and corrections to it.

29. ASSIGNMENT, SUBCONTRACTING, AND CHANGE IN OWNERSHIP.

29.1. ASSIGNMENT AND SUBCONTRACTING. Seller may not assign (including by change of ownership or control, by operation of law, or otherwise) this Order or any interest herein including payment, without Purchaser's prior written consent. Seller shall not subcontract or delegate performance of all or any substantial part of the Work called for under this Order without Purchaser's prior written consent. Should Purchaser grant consent to Seller's assignment or subcontract, Seller shall cause such assignee or subcontractor to be bound by the terms and conditions of this Order and provide insurance certificates and other compliance documents as well. Further, Seller shall advise Purchaser of any subcontractor or supplier to Seller: (A) that will have at its facility any parts or components with Purchaser's or any of its affiliates' name, logo, or trademark (or that will be responsible to affix the same); and/or (B) 50% percent or more of whose output from a specific location is purchased directly or indirectly by Purchaser. In addition, Seller will obtain for Purchaser, unless advised to the contrary in writing, written acknowledgement by such assignee, subcontractor, and/or supplier to Seller of its commitment to act in a manner consistent with Purchaser's integrity and policies and to submit to, from time to time, on-site inspections or audits by Purchaser or Purchaser's third-party designee as requested by Purchaser. If Seller subcontracts any part of the Work under this Order outside of the final destination country where the Goods purchased hereunder will be shipped, Seller shall be responsible for complying with all laws and customs requirements related to such subcontracts, unless otherwise set forth in this Order. Purchaser may freely assign this order or any interest therein to any of its affiliates or subsidiaries without the consent of or notice to Seller.

29.2. CHANGE IN OWNERSHIP. If a third party submits a solicited or unsolicited offer to Seller that would result in a Change of Ownership or Control of Seller, as defined below, Seller shall give notice of such offer, including the identity of the offeror, to Purchaser as early as commercially practicable following Seller's receipt of the offer. Before Seller accepts the offer, it shall give Purchaser an opportunity, within a reasonable time, to advise Seller of its impact on performance of this Order. If the Change in Ownership and Control occurs, Purchaser has the right at its discretion to terminate this Order. In the event of such termination, Seller agrees to render full cooperation to Purchaser to minimize disruption to the Purchaser's program. Pending termination or in lieu of termination, Purchaser may require Seller to provide adequate assurance of performance, including, but not limited to, the institution of special controls regarding the protection of Purchaser's Property, including all Intellectual property and proprietary information. (For purposes of this section, the term "Change in Ownership or Control" shall mean any of the following: (A) the sale of equity shares controlling 20% or more of the voting rights in Seller or Seller's parent; (B) the sale, lease, transfer, or other disposition of substantially all of the assets of Seller or Seller's parent; (C) a merger, reorganization, consolidation, share exchange, recapitalization, business combination, liquidation or dissolution, or similar transaction; (D) a tender offer or exchange offer for any of the outstanding shares of capital stock of Seller or Seller's parent; (E) a sale by Seller of the assets relating to the Goods Seller produces or will produce for Purchaser; or (F) any public disclosure of a proposal or plan or intention to do any of the foregoing.)

30. FLOW-DOWN PROVISIONS.

30.1. Seller acknowledges and agrees that this Order may be executed by Purchaser in pursuance of its obligations under an agreement with a customer (hereinafter, a “Prime Contract”). Seller shall be bound by the terms of the Prime Contract to the extent that the provisions of the Prime Contract directly or indirectly involve the Goods provided or Services performed by Seller. Seller shall assume all the obligations and responsibilities that Purchaser assumes to the Purchaser’s customer in the Prime Contract, except to the extent that the provisions contained in the Prime Contract are only applicable to the Purchaser.

30.2. Under the Prime Contract, Purchaser may be liable for liquidated damages in the event of late delivery. To the extent that Seller delivers any Goods and/or Services later than the agreed Delivery Date and such delay causes Purchaser to fail to meet the requirements of the Prime Contract, then Seller agrees to pay a portion of any liquidated damages owed by Purchaser to Purchaser’s customer corresponding to Seller’s responsibility for such late delivery, including, if applicable, Seller paying the total amount of any liquidated damages owed by Purchaser to Purchaser’s customer in the event that Seller is principally responsible for any delays in Purchaser’s schedule. Seller’s liability pursuant to this section is only limited by Purchaser’s exposure, not the value of the Purchase Order.

30.3. To the extent that any Prime Contract requirements are set out in the Special Conditions to this Order, the Seller expressly agrees to adhere to those requirements as communicated by Purchaser, including any provisions relating to audit, codes of conduct, insurance, or the right of Purchaser's customer to inspect or audit Seller.

31. NOTICE.

31.1. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth on the face of the relevant Order or to such other address that may be designated by the receiving Party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid and with tracking), facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in the Contract Documents, a Notice is effective only (a) upon receipt of the receiving Party, and (b) if the Party providing the Notice has complied with the requirements of this provision.

31.2. Purchaser hereby prefers that a copy of any Notice be sent to: Industrial Service Solutions, Attn: General Counsel, 10070 Daniels Interstate Court, Suite 140, Fort Myers, Florida 33913.

32. MISCELLANEOUS.

32.1. ENGLISH LANGUAGE. Except as the Parties may otherwise agree, this Order, Purchase Orders, purchase agreements, data, notices, shipping invoices, correspondence, and all other writings shall be in the English language. In the event of any inconsistency between any terms of this Order and any translation thereof into another language, the English language meaning shall control.

32.2. QUANTITY. Purchaser is not obligated to purchase any quantity of Goods and/or Services except for such quantity(ies) as may be specified either: (1) on the face of an Order; (2) in a "release" on the face of an Order; or (3) on a separate written release issued by Purchaser pursuant to an Order. The quantity of Goods or Services, if any, specified in requests for quotation or forecasts supplied by Purchaser from time to time, or otherwise, is an estimate only. Unless otherwise agreed to in writing by Purchaser, Seller shall not make material commitments or production arrangements more than the quantities specified in Purchaser's Order or release and/or in advance of the time necessary to meet Purchaser's delivery schedule. Should Seller enter into such commitments or engage in such production, any resulting exposure shall be for Seller's account. Goods delivered to Purchaser in excess of the quantities specified in Purchaser's order or release and/or in advance of schedule may be returned to Seller at Seller's risk and expense, including but not limited to any cost incurred by Purchaser related to storage and handling of such Goods.

32.3. GOVERNING LAW. This Order shall be governed by the laws of the State of Texas, notwithstanding its conflict of laws rules. The application of the United Nations Convention on the International Sale of Goods is hereby excluded except as expressly referenced herein.

32.4. WAIVER, MODIFICATION, AND SEVERABILITY. Any failure or delay in the exercise of rights or remedies under this Order will not operate to waive or impair such rights or remedies. Any waiver given will not be construed to require future or further waivers. No waiver, alteration, or modification of any of the provisions of this Order shall be binding upon either Party unless in a subsequent writing signed by the duly authorized representative of the Party intended to be bound thereby. If any portion of this Order is determined to be contrary to any controlling law, rule, or regulation, such portion will be revised or deleted from this Order, but the balance of this Order will remain in full force and effect. The invalidity, in whole or in part, of any of the foregoing sections or paragraphs of this Order shall not affect the remainder of such sections or paragraphs or any other section or paragraph of this Order, which shall continue in full force and effect. Further, the Parties agree to give any such section or provision deemed invalid, in whole or in part, a lawful interpretation that most closely reflects the original intention of Purchaser and Seller.

32.5. SECURITY INTEREST. In the event items will be bailed to Seller or progress payments will be made, Seller hereby grants Purchaser a security interest in equipment, machinery, contract rights, inventory, Goods, merchandise, and raw materials, whether now existing or hereafter arising, and any replacements, improvements, substitutions, attachments, accessories, and accessions thereto or thereon provided by Purchaser or purchased by Seller with progress payments or advances made by Purchaser and to be used by Seller in manufacturing Goods ordered by Purchaser under this Order. Seller agrees to execute and deliver all documents requested by Purchaser to protect and maintain Purchaser's security interest.

32.6. RELEASE OF INFORMATION/PUBLICITY. Seller shall not make any announcement, take or release any photographs or video (except for its internal operation purposes for the manufacture and assembly of the Goods), or release any information concerning this Order or any part thereof or with respect to its business relationship with Purchaser, to any third party, member of the public, press, business entity, or any official body except as required by applicable law, rule, injunction, or administrative order without Purchaser's prior written consent from its General Counsel.

32.7. PROPER BUSINESS PRACTICES. Seller shall act in a manner consistent with all laws concerning improper or illegal payments and gifts or gratuities and agrees not to pay, promise to pay, or authorize the payment of any money or anything of value, directly or indirectly, to any person for the purpose of illegally or improperly inducing a decision or obtaining or retaining business in connection with this Order. Further,

in the execution of its obligations under this Order, Seller shall take the necessary precautions to prevent any injury to persons or to property.

32.8. REMEDIES. Unless expressly indicated otherwise, any right or remedy of Purchaser set forth in this Order shall not be exclusive, and, in addition thereto, Purchaser shall have all rights and remedies under applicable law, including, without limitation, injunctive and/or equitable relief. Without limiting the generality of the foregoing, the Parties agree that, whether as a result of breach of contract, warranty, tort (including negligence or patent infringement) or otherwise, Seller shall be liable for any special, consequential, incidental, indirect, or exemplary damages relating to the Goods, including, but not limited to, contractual liability of Purchaser to its customers, and liability for property damage or personal injury.

32.9. OFFSET AND COUNTERTRADE CREDIT VALUE REQUIREMENTS. All offset or countertrade credit value resulting from this Order shall accrue solely to the benefit of Purchaser. Seller agrees to cooperate with Purchaser in the fulfillment of any foreign offset/countertrade obligations.

32.10. RECORD RETENTION REQUIREMENTS. Seller shall maintain, for five (5) years from the date of final payment under this Order or subcontract, Purchase Order files for supplies, equipment, material, or Services including supporting documentation and back-up files including, but not limited to, invoices and memoranda (e.g., memoranda of negotiations showing the principal elements of price negotiations), product acceptance records, including inspection records, material certifications, and acceptance test records.

32.11. ENTIRE AGREEMENT. This Order, with documents as are expressly incorporated by reference, is intended as a complete, exclusive, and final expression of the Parties' agreement with respect to the subject matter herein and supersedes any prior or contemporaneous agreements, whether written or oral, between the Parties. This Order may be executed in one or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute the same instrument. Facsimile signatures on such counterparts are deemed originals. No course of prior dealings and no usage of the trade shall be relevant to determine the meaning of this Order even though the accepting or acquiescing Party has knowledge of the performance and opportunity for objection. The term "including" shall mean and be construed as "including, but not limited to," unless expressly stated to the contrary. All provisions or obligations contained in this Order, which by their nature or effect are required and intended to be observed, kept, or performed after termination or expiration of an Order will survive and remain binding upon and for the benefit of the Parties, their successors (including without limitation successors by merger), and permitted assigns.