

**AERZEN USA CORP** ("Buyer") agrees to purchase those products, materials, and other goods (collectively, the "Goods") from the seller listed on the purchase order to which these Terms and Conditions of Purchase are attached ("Seller"), on the following terms and conditions of sale (collectively, these "Terms and Conditions"). Any alteration of these Terms and Conditions shall have no force or effect unless agreed to in writing by an authorized signatory of Buyer. These Terms and Conditions and the purchase order to which they are attached shall constitute the entire agreement (collectively, the "Agreement") between Buyer and Seller. A failure by either party to enforce any rights under the Agreement shall not be deemed to constitute a waiver of those or any other rights under the Agreement.

**1. ORDERS:** Seller's commencement of work on the Goods, shipment of the Goods, or written acknowledgment, whichever occurs first, shall be deemed an effective mode of acceptance of the Order by Seller and will thereby form a binding contract which cannot be modified or canceled by Seller without the written consent of Buyer. Any acceptance of the Order is limited to acceptance of the express terms contained in the Agreement.

**2. PRICES AND PAYMENTS:** Payments are due sixty (60) days after the last to occur of (a) Buyer's receipt of the Goods and (b) Buyer's receipt of a valid invoice for the Goods. All prices are quoted and payable in U.S. dollars. Unless otherwise noted in the quotation and agreed to by Buyer, delivery terms are FCA the delivery point set forth on the Order, or such other location as specified by Buyer. Seller warrants to Buyer that the prices for the Goods sold to Buyer pursuant to the Order are not less favorable than those currently extended to any other customer for the same or similar articles in similar quantities. If Seller reduces its price for any such article prior to delivery of all of the Goods to Buyer, Seller agrees to reduce the price of the Goods delivered to Buyer pursuant to the Order correspondingly. The price stated in the Order includes all charges for packaging, handling, and freight. No modification or adjustment of the price stated in the Order may be made without the signed written agreement of Buyer. If the price of any Goods is not stated on the Order, the price for such Goods shall be the lower of the price last quoted or paid for such Goods, or the prevailing market price for such Goods.

**3. IDENTIFICATION; PACKING LISTS:** All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents with respect to the Order shall contain the applicable order number. Packing lists shall be enclosed in each package shipped pursuant to the Order, indicating the contents of each such package.

**4. TAXES:** Unless otherwise indicated on the Order, Buyer agrees to pay all applicable state sales and use taxes. Notwithstanding the above, Seller shall not collect, and Buyer shall not pay, any tax or duty for which Buyer furnishes to Seller a properly completed exemption certificate or a direct payment permit certificate is disallowed by the proper taxing authority. If a refund opportunity arises with respect to any tax or duty paid by Buyer as a result of the sale of the Goods pursuant to the Order, Buyer and Seller shall reasonably work together to pursue such refund. If Seller receives such refund, then Seller agrees to promptly refund the full amount of the refund or credit to Buyer.

**5. CHANGES:** Buyer shall have the right, at any time, to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery, and method of transportation. Unless agreed otherwise, when documents are returned to Seller for revision, Seller shall revise and return documents to Buyer within (10) days. Seller shall notify Buyer immediately if changes to the Order affect delivery, the cost of the Goods, or the time required for performance. If any such changes cause an increase or decrease in the cost, or the time required for performance, an equitable adjustment shall be made, and the Order shall be modified, in writing, accordingly. Seller agrees to accept any such changes requested by Buyer subject to this paragraph. Nothing in the Agreement shall obligate Buyer to accept Goods which do not reasonably comply with the Order. Seller is not permitted to substitute Goods or any part thereof for those specified in the Order unless authorized in writing by Buyer. If Seller outsources some of or all of the work on this order, Seller must disclose this to the Buyer at time of quote. Buyer reserves the right to reject materials that are substantially completed by a third party without Buyer approval.

**6. LIABILITY:** In no event shall Buyer be liable for special, indirect, incidental, consequential, or punitive damages, or expenses incurred by Seller, Seller's customers, or any third party, whether arising from breach of contract, warranty, negligence, strict liability in tort, or other theories of law or equity, including, without limitation, loss of profits or revenue, loss of use, cost of capital, cost of substitutes, downtime, service interruption, or any other type of economic loss, and in no event shall Buyer's liability exceed the purchase order amount.

**7. SHIPMENT:** If delivery of Goods is not made on or before the delivery date indicated on the Order, Buyer may, in addition to its other rights, cancel the Order, without any liability whatsoever. If, in order to comply with the delivery date indicated on the Order, it becomes necessary for Seller to ship by a more expensive way than specified in the Order, any increased costs shall be paid for by Seller, unless the necessity for such rerouting or expedited handling has been caused by Buyer. Buyer reserves the right to refuse C.O.D shipments.

#### **8. DELIVERY AND RISK OF LOSS:**

**a. Title and Risk of Loss:** All Goods shall become the property of Buyer upon payment or upon delivery, whichever occurs later. The risk of loss or damage prior to completion of delivery shall be upon Seller, and any such loss or damage to the Goods shall not release Seller from any obligation hereunder.

**b. Delivery:** Time is of the essence with respect to all delivery dates indicated on the Order. Seller is responsible for proper and adequate transport, packaging, and crating of all Goods in accordance with the best commercial standards. All Goods shall be packed to prevent damage by transport, vibration, moisture, humidity, dust, temperature, corrosion (external and internal), and other hazards prevalent during delivery.

**c. Acceptance of Goods:** Payment for the Goods delivered shall not constitute acceptance of the Goods. Buyer shall have the right to inspect the Goods and to reject any of the Goods which are, in Buyer's judgment, damaged, defective, or nonconforming. Buyer may return to Seller any Goods rejected by Buyer and any Goods supplied in excess of quantities called for in the Order, at Seller's expense and, in addition to Buyer's other rights, Seller shall pay to Buyer all expenses of unpacking, examining, repacking, and reshipping such returned Goods. If Buyer receives Goods whose defects or nonconformities are not apparent on examination, Buyer reserves the right to require replacement, as well as payment of damages, upon Buyer's discovery of any such defects or nonconformities. Nothing contained in the Agreement shall in any way relieve Seller from obligation of testing inspection, and quality control.

**d. Partial Shipment:** Partial shipment of Goods to be delivered pursuant to an Order will not be made without Buyer's knowledge and consent. In the event a complete shipment cannot be made by the delivery date indicated on the Order; Buyer will be notified and asked whether entire shipment shall be held or partial shipment made. If partial shipment, with Buyer's approval, is made, excess freight charges, if any, will be billed to Seller.

#### **9. CANCELLATION:**

**a. For Cause:** Buyer may terminate the Order, without penalty, by giving notice thereof to Seller. (a) in the event of a breach by Seller of any of the provisions or warranties of the Agreement, (b) if Seller does not deliver to Buyer all of the Goods on or before the delivery date indicated on the Order, (c) if the Goods are defective, incomplete, or otherwise do not conform to the Order, (d) if Seller fails to provide Buyer with reasonable assurances of future performance; or (e) if Seller becomes insolvent, enters bankruptcy, receivership, or other like proceeding (voluntarily or involuntarily), or makes an assignment for the benefit of creditors. Seller shall be liable for damages suffered by Buyer resulting from Seller's breach of the Agreement.

**b. For Convenience of Buyer:** Buyer may terminate the Order or any part of the Order for Buyer's sole convenience. In such event, Seller shall immediately stop all work under the Order and cause any of its suppliers or subcontractors to cease all such work. Buyer shall pay to Seller a reasonable termination charge, consisting of a percentage of the Order price reflecting the percentage of the work performed prior to notice of termination, plus actual direct costs resulting from termination. Seller shall not be paid for any work done after receipt of notice of termination, nor for any costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided.

**10. WARRANTY:** Seller warrants to Buyer that: (a) all Goods shall conform to the specifications set forth on the Order and to appropriate standards, will be new, and will be free from defects in design, materials, and workmanship for twenty-four (24) months from the date of Buyer's acceptance thereof, or such other period, if any, as expressly stated on the Order (the "Warranty Period"); (b) all Goods will conform to any statements made on containers, labels, or advertisements for such Goods; (c) all Goods will be adequately contained, packaged, marked, and labeled; (d) all Goods will be merchantable, free of all liens, claims, and encumbrances whatsoever, and will be safe and appropriate for the purpose for which Goods of that kind are normally used; (e) the Goods will conform in all respect to samples;

and (f) all Goods are and will be free from any claims for copyright, trademark, licensing agreement, or patent infringement. If Seller knows or has reason to know the particular purpose for which Buyer intends to use the Goods, Seller warrants to Buyer that the Goods will be fit for such particular purpose. Any inspection, test, acceptance, or use of the Goods shall not affect Seller's obligation under these warranties, and such warranties shall survive any such inspection, test, acceptance, and use. Seller's warranties shall run to Buyer and Buyer's successors, assigns, and customers, and users of products sold by Buyer. Seller agrees to replace or correct defects of any Goods not conforming to the foregoing warranties, without expense to Buyer, promptly after Buyer has notified Seller of any such nonconformity. If Seller fails to promptly replace or correct defects in nonconforming Goods, Buyer, after reasonable notice to Seller, may make such corrections or replace such Goods and charge Seller for the cost incurred by Buyer in doing so, and Seller shall then pay to Buyer the amount so charged. All damages proximately caused by the breach of the foregoing warranties, such as removal and reinstallation costs, inspection costs, and all shipping costs of repaired or replaced Goods will be at Seller's expense. Goods which are repaired or replaced under these warranties are further warranted for twenty-four (24) months from the date such repaired or replaced Goods are delivered to Buyer. If Seller fails to respond to Buyer's notice of defect within ten (10) days, Buyer shall have the right to have defective Goods corrected by other means, and Seller shall reimburse Buyer for the cost of such correction.

**11. INDEMNITY:** Seller shall defend, indemnify, and hold harmless Buyer and all of its officers, agents, and employees from and against all damages, claims, losses, liabilities, and expenses, including reasonable attorneys' fees, arising out of or resulting in any way from defect in the Goods, any claimed infringement of any copyright, trademark, patent, or licensing agreement with respect to any of the Goods, Seller's breach of the Agreement, or from any act or omission of Seller or Seller's agents, employees, representatives, or contractors. This indemnification shall be in addition to the warranty obligations of Seller and shall survive the termination of the Agreement.

**12. EQUAL EMPLOYMENT OPPORTUNITY:** As of the date of the Order, Seller agrees to comply with the applicable provisions of all United States and state laws regulating Equal Employment Opportunity (EEO), including Section 202 of Executive Order 11246, as amended and 41 Code of Federal Regulations (CFR), Part 60-1.

**13. IMPORT AND EXPORT CONTROL REQUIREMENTS:** Seller represents and warrants that Seller is familiar with, and will comply in all respects with United States export and import laws, regulations, and administrative requirements applicable to the Agreement, including, without limitation, the International Traffic in Arms Regulations ("ITAR"); the United States Foreign Corrupt Practices Act and OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the Export Administration Regulations ("EAR"); the Foreign Trade Statistics Regulations; and the laws, regulations, and orders issued or administered by the U.S. Department of the Treasury, Office of Foreign Assets Control, and Internal Revenue Service in relation to export control, antitoycott, or trade sanctions matters. Seller will comply with any reasonable requests made by Buyer for information that enables Buyer to comply with third party payments, including, without limitation, the Foreign Account Tax Compliance Act. Seller shall be responsible for obtaining any required United States government authorizations, including, without limitation, export licenses or exemption authorizations applicable to the Agreement. Upon request, Seller shall promptly furnish evidence satisfactory to Buyer of compliance with any of the laws, regulations, and administrative requirements referenced above. Seller shall provide Buyer the Export Control Classification Number ("ECCN"), including any applicable subparagraph number from the EAR, or the United States Munitions List ("USML") Category from the ITAR, applicable to any United States origin product, software, or technology, or the direct product thereof, to be provided by Seller in support of the Agreement. Seller shall promptly notify Buyer in writing of any future changes in the ECCN or USML Category applicable to the same, including any jurisdictional changes between the EAR and ITAR.

**14. COMMERCIAL ITEMS:** If the Order is for commercial items, as defined at Federal Acquisition Regulations ("FAR") Clause 2.101, the following FAR clauses apply to the Order and, therefore, are incorporated herein by reference: (Note: The FAR provisions listed below shall apply to Seller's contractors and vendor and it is the responsibility of Seller to include these provisions in its lower-tier purchase orders or subcontractors required by Seller to fulfill the terms of the Order.) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities 52.222-26, Equal Opportunity (Sept 2016) (E.O.11246). 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212(a)). 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793). 52.247-64, Preference for Privately Owned U.S. Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Federal Government Flow-Down Clauses: If noted on the Order, the FAR and, if applicable, FAR supplement, clauses set forth in the attachment titled "Government Flowdown Clauses" are applicable to the Order.

**15. FORCE MAJEURE:** Buyer may delay delivery or acceptance of Goods upon the occurrence of causes beyond Buyer's control, whereupon Seller shall hold such goods at the direction of Buyer and shall deliver the Goods when the cause affecting the delay has been removed, as indicated by Buyer's notice to Seller. Causes beyond Buyer's control shall include, without limitation, government action, strike or other labor trouble, cyber-attack, epidemic, fire, unusually severe weather, or any other Act of God. Notwithstanding any provision hereof to the contrary, the reduction, depletion, shortage, curtailment, or cessation of Seller's supplies or reserves or any other supplies or materials of Seller shall not be regarded as an event of force majeure. If Seller is affected by a force majeure event, Seller shall give notice to the Buyer within ten (10) days following the occurrence and shall apprise the Buyer of the probable extent to which the Seller will be unable to perform or will be delayed in performing its obligations. The Seller shall exercise due diligence to eliminate or remedy the force majeure cause and shall give the Buyer prompt notice when that has been accomplished. Notwithstanding the foregoing, within five (5) days following Seller's declaration of a force majeure event which prevents its full or timely delivery of the goods hereunder, Buyer may at its option and without liability (1) require Seller to apportion among its customers the goods available for delivery during the force majeure period; (2) cancel any or all delayed or reduced deliveries; or (3) cancel any outstanding deliveries hereunder and terminate this contract. After cessation of a force majeure event declared by Seller, Seller shall, at Buyer's option but not otherwise, be obligated to deliver goods not delivered during the force majeure period.

**16. CYBER SECURITY:** Seller warrants to Buyer: (a) it has established and adheres to cyber security standards and processes during all equipment and product development and testing procedures, (b) software and related electronic documentation provided to Buyer does not contain any computer code that would cause a product vulnerability, unauthorized access, loss of functions, malware intrusion, or any other compromise to confidentiality, integrity, or availability. Without limiting any other rights Buyer may have under the Agreement, if such virus or other contaminant is brought into Buyer's computer environment, by or through Seller, Seller shall reimburse Buyer for all labor and material costs (whether internal or third party) incurred by Buyer to identify, contain, and correct the effects.

**17. APPLICABLE LAW:** The Agreement and the respective rights and obligations of the Buyer and Seller shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania, without regard to the principles of conflicts of law thereof.

**18. NOTICE:** Any notices or other communications or deliveries required or permitted to be provided hereunder to shall be in writing and, if to Buyer, shall be sent to Aerzen USA Corp, 108 Independence Way, Coatesville, PA 19320, Attn: Supply Chain Manager, and, if to Seller, shall be sent to Seller at Seller's address set forth on the Order.

**19. ASSIGNMENT:** Seller may not assign or transfer the Agreement without the prior written consent of Buyer.

**20. CONFIDENTIAL INFORMATION:** Seller shall consider all information furnished by Buyer to be confidential and shall not disclose any such information to any other person or entity or use such information itself for any purpose other than the performance of the Order. Seller shall not advertise or publish the fact that Seller is under contract to Buyer nor shall any information relating to the Order be disclosed without Buyer's written permission.

**21. SEVERABILITY:** If any provision of the Agreement shall be found to be inoperable or in violation of any law or regulation, only that provision shall be stricken from the Agreement and the remainder of the Agreement shall not be affected.