

## Standard Terms and Conditions of Purchase

1. ACCEPTANCE. These terms and conditions of purchase (“Terms”) are the only terms which govern the purchase of goods, services, or Work Product (“Deliverables”) by Setra Systems, Inc. including when d/b/a Gems Sensors or the entity submitting an Order (collectively, “Buyer”) to the manufacturer and/or supplier of such Deliverables (“Supplier”). Acceptance of Buyer’s purchase order or any future purchase order into which these Terms are incorporated (collectively, “Order”) and each of its terms and conditions will be evidenced by Supplier’s execution of an acknowledgement; Orders must be acknowledged within forty-eight (48) hours and Orders not so acknowledged will be deemed accepted. The Order is not an acceptance of any offer, quotation, or proposal made by Supplier, and any reference thereto is made solely for the purpose of specifying prices and the nature and description of the Deliverables ordered and all other terms are expressly rejected. As an offer, this Order expressly limits acceptance to the Terms, and notification of objection to any different or additional terms in any response to this offer from the Supplier is hereby given. No variations in the delivery or provisions will be binding on Buyer unless agreed to in writing and signed by Buyer’s purchasing agent or other authorized representative.

The foregoing contains the entire and only agreement between the parties with respect to the manufacture, sale, and/or purchase of Deliverables. All prior and collateral representations, promises, or conditions in connection with the subject matter are merged herein except to the extent a Confidentiality or Non-Disclosure Agreement exists which may cover information exchanged as part of a potential or actual purchase hereunder. Any representations, promises, or conditions not incorporated herein shall not be binding on either party. If the parties mutually execute an agreement that applies to the Deliverables and the relationship governed by these Terms (“Long Term Agreement”), then the provisions of such Long Term Agreement are incorporated herein by reference. If a conflict arises between these Terms and such Long Term Agreement, to the extent of that conflict, the terms of such Long Term Agreement will apply.

2. SALE OF DELIVERABLES. Supplier will sell to Buyer all of Buyer’s requirements for the Deliverables as referenced in a Buyer Order and at the prices agreed upon by the parties.

3. PRICES. No charges of any kind, beyond the price stated on Buyer’s Order(s), including charges for boxing or cartage, will be allowed unless specifically authorized by Buyer in writing. If Supplier offers a lower price to any third party for similar volumes of the same or substantially similar goods, Supplier agrees to offer such price or pricing formula to Buyer retroactively as of the date first offered to the third party. Prices will remain firm for the length of the Order. The prices stated herein include all present and future taxes applicable to this Order, and the same shall be paid by Supplier, excepting only that the state sales tax designated on the face hereof will be paid by Buyer if the “Not for Resale” box is marked on the face of this Order.

4. PAYMENT. Payment of invoices will be calculated from the later of: (i) the date an acceptable invoice conforming to this Order is received at Buyer’s designated offices, (ii) the date of receipt of acceptable Deliverables by Buyer, or (iii) acceptance by Buyer. The terms of Buyer’s purchases for its suppliers are as follows: Net ninety (90) days or Net sixty (60) P-Card. Buyer shall be entitled at all times to set off any amount

owing at any time from Supplier to Buyer or any of its affiliated companies against any amount payable at any time by Buyer in connection with this Order.

5. DELIVERY. Supplier shall timely furnish, in accordance with the “Delivery Date” identified in the Order, the Deliverables described in the Order. Deliverables shipped to Buyer in advance of Delivery Date may be returned to Supplier at Supplier’s expense or payments of invoices may be withheld until the required delivery dates unless Buyer grants specific authorization for advance delivery. Partial shipments of material where no partial shipment is specified may be returned to Supplier at Supplier’s expense unless specific authorization is granted by Buyer for partial delivery, or payment of invoices may be withheld until this Order is complete. Whenever any actual or potential cause delays or threatens to delay performance of this Order, Supplier shall immediately notify Buyer in writing. Such notice shall include all relevant information concerning such cause of delay and its background. Supplier shall keep Buyer advised during the period such actual or potential cause exists of its effect on the schedule or work and shipments or deliveries and of the measures being taken to remove it. Time is of the essence with this Order. Failure to tender conforming Deliverables by the Delivery Date shall constitute a breach by Supplier, and Supplier shall have no right to make a later conforming tender except upon prior written authorization of Buyer.

6. SHIPPING. Buyer’s order number, Buyer’s part number, Country of Origin, and other required identification shall appear conspicuously on all documents, commercial invoices, shipping notices, bills of lading, packing lists, invoices, and other papers, and on each package, box, or other type of container. All Deliverables shall be packaged and packed by Supplier adequately to ensure arrival at destination in an undamaged condition, in accordance with Buyer’s shipping and routing instructions. All export shipments must be boxed and contents rust-proofed and otherwise protected to prevent damage in transit and meet all export shipping requirements. Shipments will be routed by way of Buyer’s assigned carrier as FCA, Shipping Point per INCOTERMS 2020.

7. CANCELLATION AND CHANGES. Buyer may, at any time prior to delivery, cancel all or any portion of any Order made hereunder without liability. Buyer may, at any time prior to delivery and acceptance by Buyer, make changes to this Order for any reason upon written notice to Supplier. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Order, an equitable adjustment shall be made in the Order price, or the delivery schedule, or both. Any claim by Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by Supplier of the notification of change. Buyer will have the right to check all claims hereunder at any reasonable time or times by inspecting and auditing the records, facilities, work, or materials of Supplier relating to this Order. Supplier will not make any changes to Deliverables including without limitation any changes to the material or processes used in the manufacture of Deliverables or any changes to their form, fit, or function without the prior written consent of Buyer. Seller may not cease producing any Deliverable ordered hereunder without giving Buyer at least one hundred eighty (180) days notice of its intention to do so and the right to exercise a last time buy option as described in Section 20.d below

8. INSPECTION. All materials and articles will be new, unless otherwise specified, and all materials and workmanship shall be subject to inspection and approval by Buyer in accordance with Buyer’s quality standards. Buyer shall have the right to inspect and test all Deliverables at all times and places including, when practicable, during manufacture; and if any such inspection or test is made on the premises of Supplier, Supplier shall furnish without additional charge all reasonable facilities and assistance for a safe and

convenient inspection or test. Each item ordered will be subject to final inspection and acceptance by Buyer at the final destination specified by Buyer in the corresponding Order notwithstanding that title may have passed to Buyer, that Buyer may have made a prior payment, or that Buyer or its customer may have performed some type of source inspection. Any inspection or approval at Supplier's plant or elsewhere during or after manufacture, whether or not such inspection or approval is provided for by the terms of an Order, shall be provisional only, and shall not constitute final acceptance or be construed as a waiver of the forgoing right of inspection and approval or rejection after receipt of the materials or articles by Buyer.

9. REJECTION. In case any Deliverables delivered hereunder are defective in material or workmanship or otherwise not in conformity with the drawings, warranties, specifications, samples, specified delivery schedule, and/or other descriptions, Buyer shall have the right to return such Deliverables to Supplier for, at Buyer's sole option, credit or refund and such Deliverables shall not be replaced or repaired by Supplier except upon written instructions from Buyer; excepting however, those Deliverables which Buyer and Supplier agree in writing shall be repaired by Buyer at Supplier's expense. Any returns shall be F.O.B. Buyer's Plant (Transportation Collect) (declared at full value, unless Supplier advises otherwise), and Supplier shall have all risk of loss from and after the time of shipment. The inspection rights set forth herein are in addition to and not in limitation of any other rights and remedies and the failure of Buyer to exercise its right to reject any Deliverables or make warranty claims and shall not by implication or otherwise cause a waiver of any such other rights or remedies. Any Deliverables returned to Supplier for credit or refund, and not repaired by Supplier pursuant to written instructions from Buyer, shall be destroyed by Supplier. No Deliverables returned to Supplier by Buyer hereunder may be resold or disposed of to any other person or entity.

10. BUYER'S PROPERTY AND PREMISES. Unless otherwise provided in writing, property of every description, including all tools, equipment, and materials furnished or made available to Supplier, title to which is in Buyer's name, and any replacement thereof, shall be and remain the property of Buyer. Property other than materials shall not be modified without the written consent of Buyer. Such property shall be plainly marked or otherwise adequately identified by Supplier as property of Buyer (by name) and shall be inventoried and safely stored separately and apart from Supplier's property. Supplier shall not use such property except for performance of work under this Order or as authorized in writing by Buyer. Such property, while in Supplier's possession or control, shall be kept in good condition, shall be held at Supplier's risk, and shall be kept insured by Supplier, at its expense, in an amount equal to the replacement cost with loss payable to Buyer. To the extent such property is not materially consumed in the performance of this Order, it shall be subject to inspection and removal by Buyer and Buyer shall have the right of entry for such purposes without any additional liability whatsoever to Supplier. As and when directed by Buyer, Supplier shall disclose the location of such property and/or prepare it for shipment and ship F.O.B. its plant to Buyer in as good condition as originally received by Supplier, reasonable wear and tear accepted. Where Supplier is either entering or performing work at premises owned or controlled by Buyer or Buyer's customer or obtaining access electronically to Buyer systems or information, Supplier shall comply with all the rules and regulations established by Buyer or Buyer's customer for access to and activities in and around premises controlled by Buyer or Buyer's customer.

11. INTELLECTUAL PROPERTY.

a. **Ownership of Intellectual Property.** Supplier acknowledges that any intellectual property provided by or on behalf of Buyer to Supplier, including without limitation designs, discoveries, creations, works, devices, masks, models, work in progress, service deliverables, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, documents, information, and materials, shall remain the exclusive property of Buyer and Supplier shall use such intellectual property solely in connection with fulfilling its obligations hereunder. Supplier shall not use any intellectual property of Buyer for any other purpose, including to provide products or services to any other person or entity. Except as expressly set forth herein, this Order does not grant to Supplier or any third party any right, title, or interest in or to Buyer's intellectual property.

b. **Work Product.** For purposes of this Order, "Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, service deliverables, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, documents, information, and materials made, conceived, or developed by Supplier alone or with others in the course of providing Deliverables hereunder. All Work Product shall at all times be and remain the sole and exclusive property of Buyer and shall be considered "work made for hire" (as such term is defined under applicable U.S. copyright law) with Buyer having ownership and being the author thereof. To the extent any Work Product (or a portion thereof) is not considered "work made for hire," Supplier hereby irrevocably and unconditionally assigns and transfers to Buyer, immediately upon the creation thereof, all of its worldwide right, title, and interest in and to the Work Product including all associated intellectual property rights. Accordingly, without limiting the generality of the foregoing, Buyer will be deemed to own, without any restrictions or limitations whatsoever, the sole and exclusive rights to prepare derivative works based on the Work Product and to reproduce, adapt, distribute, publicly perform, and display, and otherwise exploit the Work Product and such derivative works, by any and all means and in any and all media now or hereafter known, throughout the world and in perpetuity. To the extent any of Supplier's rights in the Work Product are not capable of assignment under applicable law, Supplier hereby irrevocably and unconditionally waives all enforcement of such rights to the maximum extent permitted under applicable law. Supplier agrees: (a) to disclose in writing to Buyer promptly upon creation all Work Product in its possession; (b) to assist Buyer in every reasonable way, at Buyer's expense, to secure, perfect, register, apply for, maintain, and defend for Buyer's benefit in any and all countries all copyrights, patent rights, mask work rights, trade secret rights, and all other proprietary rights or statutory protections in and to the Work Product in Buyer's name as Buyer deems appropriate; and (c) to treat all Work Product as Buyer's Confidential Information. These obligations to disclose, assist, execute, and keep confidential survive the expiration or termination of this Order. Supplier will ensure that Supplier's employees, agents, and subcontractors appropriately waive any and all claims and assign to Buyer any and all rights or any interests in any Work Product.

12. **WARRANTIES.** Supplier warrants that all Deliverables furnished hereunder shall be (a) new; (b) free and clear of any liens, security interests, or other encumbrances; (c) free from defects in workmanship, material, and design; (d) do not contain any "counterfeit" items (defined below); (e) will be merchantable and fit for the intended purpose; (f) will conform to applicable specifications, drawings, designs, samples, or other requirements specified by Buyer; (g) not infringe or misappropriate any third party's intellectual property rights; (h) bear all warnings, labels, and markings required by applicable laws; and (i) have been produced, sold, delivered, or rendered to Buyer in compliance with all applicable laws and regulations. THIS WARRANTY SHALL BE IN ADDITION TO ALL WARRANTIES ARISING AS A MATTER OF LAW OR OTHERWISE PROVIDED BY

SUBCONTRACTORS OR SUPPLIERS AND SHALL SURVIVE ACCEPTANCE AND PAYMENT. Unless manufactured pursuant to detailed designs furnished by Buyer, Supplier assumes design responsibility and warrants all Deliverables to be suitable for the purpose intended by Buyer. The warranties of Supplier, together with its service warranties, shall run to Buyer and each successive customer. Supplier's liability under these Terms shall apply to any and all product liability claims, actions, or lawsuits and shall include, without limitation as to amount, incidental or consequential damages of any form or nature. Further, and without limiting the foregoing, Supplier's liability is not limited to the price of the Deliverables and shall include damages for loss of profits or revenue or the loss of either by reason of increased cost of purchasing or improving equipment, material, supplies, or services outside of Buyer's scope of supply; claims of Buyer's customers; and inventory or use charges. All warranties shall survive any inspection by, delivery to, acceptance by, or payment for the Deliverables by Buyer. For purposes of this Section, a "counterfeit" item is defined to include, but is not limited to: (i) an item that is an illegal or unauthorized copy or substitute of an OEM item; (ii) an item that does not contain the proper external or internal materials or components required by the OEM or that is not constructed in accordance with OEM design; (iii) an item or component thereof that is used, refurbished, or reclaimed but Supplier represents as being new; (iv) an item that has not successfully passed all OEM required testing, verification, screening, or quality control but that Supplier represents as having met or passed such requirements; or (v) an item with a label or other marking intended, or reasonably likely, to mislead a reasonable person into believing a non-OEM item is a genuine OEM item when it is not.

13. INDEMNIFICATION. To the fullest extent permitted by law, Supplier shall defend, indemnify, and hold harmless Buyer and its officers, directors, affiliate companies, agents, and employees (the "Indemnified Parties") from and against all claims, demands, losses, costs, damages, liabilities, and actions for: (a) actual or alleged infringement or misappropriation of any third party intellectual property or other proprietary rights which arise from the Deliverables; (b) any act or omission of or failure to comply with applicable laws; (c) any breach of confidentiality or privacy obligations; (d) any claim that would constitute a breach of the warranties provided herein; (e) negligent or willful acts or omissions or fraud of Supplier or its contractors; (f) death or bodily injury to any person or destruction of or damage to property relating to or arising out of any Deliverables provided under this Order; and (g) any claims of its employees, affiliated companies, or contractors regardless of the basis, including but not limited to, the payment of settlements, judgments, and reasonable attorneys' fees. In addition, Supplier shall indemnify, defend, and hold harmless the Indemnified Parties from any costs arising out of Supplier's breach of this Order, or resulting from Supplier's failure to provide timely performance in accordance with this Order. Supplier shall duly notify Buyer as to such claims or actions; Buyer and its successive customers shall have the right to participate in the defense of any such action. Supplier acknowledges that it shall be and remain fully responsible for the acts and omissions of its employees, contractors, and suppliers.

14. LIMITATION OF LIABILITY. BUYER SHALL NOT BE LIABLE TO SUPPLIER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF DATA, REVENUE, AND/OR PROFITS), WHETHER FORESEEABLE OR UNFORESEEABLE, WHICH ARISE OUT OF THIS ORDER, REGARDLESS OF WHETHER THE LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES OR OTHERWISE, AND EVEN IF BUYER IS ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. IN ADDITION TO THE FOREGOING, BUYER'S TOTAL LIABILITY TO SELLER UNDER ANY CAUSE OF ACTION HEREUNDER SHALL BE LIMITED TO PAYING AMOUNTS DUE FOR DELIVERABLES TIMELY DELIVERED TO AND ACCEPTED BY BUYER.

15. CONFIDENTIALITY. If the parties have entered into a separate non-disclosure agreement, such terms shall apply and be incorporated into this Order (which shall be treated as Confidential Information). If not, Supplier agrees that during the term of this Order and for five (5) years thereafter, Supplier will hold in the strictest confidence and shall not disclose, publish, communicate, or reveal any Buyer Confidential Information to any third party, person, or corporation (or the employees thereof) without prior written permission from Buyer and only after such other third party has executed an agreement with Supplier sufficient to require the third party to treat the Confidential Information in a manner at least as restrictive as set forth in this Order. All plans, drawings, specifications, and the subject matter contained therein, and all other information given to Supplier in connection with performance of this Order, involve valuable property rights of Buyer, are Confidential Information, shall be held confidential by Supplier, shall remain the property of Buyer, and shall not be used by Supplier for any purpose other than those for which they are being prepared or supplied. Supplier agrees that it will keep confidential the making of this Order and the terms hereof. Supplier agrees not to use for publicity purposes any information concerning this Order, or any Confidential Information, photographs, drawings, and/or materials in connection with the performance of the Order, without obtaining the prior written consent of Buyer. "Confidential Information" includes any specialized or proprietary trade secrets, formulas, processes, technologies, drawings or images, methods, specifications, customer information and lists, financial data, know-how, confidential information from third parties and subject to nondisclosure agreements, and other items of information which are proprietary and of a confidential nature. Supplier acknowledges that Buyer's Confidential Information may include PII relating to its employees, customers, and other third parties and shall treat it as such. For the purposes of this Order, "Personally Identifiable Information" (or "PII") means any and all information provided by Buyer and/or its Affiliates or collected by Supplier for Buyer and/or its Affiliates (i) that identifies, or when used in combination with other information provided by Buyer and/or its Affiliates or processed by Supplier on behalf of Buyer and/or its Affiliates identifies, an individual, or (ii) from which identification or contact information of an individual person can be derived. If the Personally Identifiable Information includes card holder data, Supplier shall comply with all PCI DSS requirements.

16. INSURANCE. Supplier shall at all times during the term of this Order, at its cost and expense, maintain (and cause each of its subcontractors to maintain): (i) Statutory Worker's Compensation insurance (including occupational disease) as required in accordance with applicable law; (ii) Employer's Liability insurance in an amount not less than \$1,000,000 per occurrence; (iii) Commercial General Liability, Property, and Casualty insurance (including products/completed operations, advertising liability, and contractual liability insurance) providing coverage on an occurrence basis for bodily injury, personal injury, and property damage liability with combined single limits of not less than \$5,000,000 per occurrence; (iv) Commercial Business Automobile Liability Insurance including coverage for all owned, non-owned, leased, and hired vehicles providing coverage for bodily injury and property damage liability with combined single limits of not less than \$2,000,000 per occurrence; (v) if Supplier provides software or other professional services to Buyer, Professional Liability/Errors and Omissions Liability Insurance covering Supplier's acts, errors, and omissions with combined single limits not less than \$5,000,000 per occurrence; and (vi) Employee Dishonesty and Computer Fraud Insurance covering losses arising out of or in connection with any fraudulent or dishonest acts committed by Supplier's personnel or agents in an amount not less than \$5,000,000 per occurrence. Each of the foregoing insurance coverages shall (1) include a broad form endorsement naming Buyer as additional insureds and extending the coverage thereunder to include the contractual liability of Supplier arising by reason of this Order, (2) be primary and non-contributory to any other insurance available to Buyer, and (3) provide that the insurance company waives all rights of subrogation against Buyer and its respective

customers, officers, directors, employees, and agents. On an annual basis, Supplier will provide Buyer an ACORD certificate of insurance evidencing the insurance coverages required under these Terms and naming Buyer as an additional insured under each such policy. Supplier will notify Buyer at least thirty (30) days prior to expiration or termination of any insurance coverages that Supplier is required to maintain.

17. COMPLIANCE. Supplier shall comply fully with all applicable laws, rules, and regulations, including those of the United States and any and all other jurisdictions globally which apply to Supplier's business activities in connection with this Order. Without limiting any provision in these Terms, Supplier specifically agrees to the following:

a. Anti-Corruption/Anti-Bribery. Supplier represents, warrants, and covenants that all of the Deliverables sold or otherwise provided pursuant to this Order will be produced and/or provided in compliance with, and that Supplier and its business and performance hereunder do and will comply with, all applicable laws, rules, and regulations relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Supplier's business activities in connection with this Order (including without limitation the U.S. Foreign Corrupt Practices Act, the U.K. Anti-Bribery Act, the OECD Anti-Bribery Convention, and all other applicable anti-bribery and anti-corruption laws, rules, and regulations). Supplier shall, at its sole cost, secure and maintain all necessary licenses, permits, authorizations, or other approvals required for the operation of Supplier's business, or any property used therein, or as necessary for Supplier's performance hereunder. Supplier will complete and sign all declarations requested by Buyer in connection with Buyer's compliance with applicable laws and regulations, use appropriate systems and processes to ensure the accuracy of such declarations, and maintain appropriate records to allow traceability of all Deliverables and components.

b. Standards of Conduct. Supplier shall comply with Buyer's most current Supplier Code of Conduct, available at <http://www.fortive.com/suppliers>.

c. Trade Controls. Supplier acknowledges that the Deliverables and any technical data related thereto are, or may be subject to, United States, European Union, or national export control laws or regulations, and agrees that it will not transfer, export, or re-export the Deliverables or any technical data, including without limitation any documentation, or information that incorporates, is derived from, or otherwise reveals such, without complying with all applicable United States, European Union, or national export control laws or regulations. Supplier represents that it maintains an effective export and import control compliance program in accordance with all applicable trade compliance laws. Supplier shall provide Buyer with the applicable classifications and import HTS of any applicable Deliverable.

d. Data Privacy. Supplier shall comply fully with all applicable laws and privacy standards, including but not limited to the California Consumer Privacy Act (CCPA) and the General Data Protection Regulation (GDPR). Supplier represents and warrants (1) to process PII only on behalf of Buyer and in compliance with Buyer's instructions and this Order (and if Supplier cannot so comply for whatever reason, Buyer is entitled to suspend the transfer of PII); (2) that it has implemented adequate technical and organizational security measures with respect to the PII; (3) that it will promptly notify Buyer about (i) any legally binding request for disclosure of PII by a law enforcement authority unless otherwise prohibited by law; (ii) any accidental or unauthorized access to PII; and (iii) any request received directly from any data subject with respect to any PII; (4) at Buyer's request to submit the facilities it uses to process PII for audit which shall be carried out by Buyer or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by Buyer; (5) to comply with all applicable supervisory authorities as required

by applicable data protection laws; and (6) that it will not subcontract any of its processing operations relating to PII without Buyer's prior written consent. Upon termination of this Order, Supplier shall return all PII to Buyer or shall destroy all PII and certify to Buyer that it has done so. Third party beneficiary rights are not intended and shall not be created by this Section.

e. **Conflict Minerals.** Supplier acknowledges that Buyer is required to comply with Section 1502 of the United States Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank Act") and inter alia must file disclosures and reports with the United States Securities and Exchange Commission related to the use of tin, tantalum, tungsten, and gold ("Conflict Minerals"). Supplier represents and warrants that it will source, and track the chain of custody of, all Conflict Minerals contained in any products or materials provided by Supplier to Buyer in accordance with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas (or such other internationally recognized due diligence standard as Buyer and Supplier may jointly agree upon). At Buyer's request (which may be as frequently as quarterly at Buyer's discretion), Supplier must execute and deliver to Buyer declarations in the form of the EICC-GESI Conflict Minerals Reporting Template as adopted by EICC-GESI (or CMRT Conflict Minerals Reporting Template available at <https://www.responsiblemineralsinitiative.org/reporting-templates/cmrt/>) from time to time, or (at Buyer's discretion) in any other form that Buyer reasonably requests. Supplier agrees and represents that all products and materials provided by Supplier to Buyer are "Conflict Free" (as defined in the Dodd-Frank Act) and at Buyer's request Supplier shall execute and deliver to Buyer a written declaration to the same effect.

f. **Equal Employment Opportunity.** Unless exempt, Supplier shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that Supplier take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, or disability. If applicable, Supplier shall also abide by the requirements 41 CFR § 61-300.10 regarding veterans' employment reports and 29 CFR Part 471, Appendix A to Subpart A regarding posting a notice of employee rights.

g. **Environmental Laws.** Supplier represents and warrants to Buyer that the Deliverables being sold hereunder are in full compliance with all applicable (i) United States laws and regulations relating to hazardous substances and materials (as defined by the United State Environmental Protection Agency) and (ii) European Union environmental regulations and directives including but not limited to the Registration, Evaluation, Authorization, and Restriction of Chemicals (REACH) and the Restriction of Hazardous Substances (RoHS).

h. **Material Safety Data Sheets.** All chemical purchases under the terms and conditions of this Order shall be accompanied by a Material Safety Data Sheet provided by Supplier and/or the chemical manufacturer. Supplier certifies by acceptance of this Order that the chemicals purchased are on the Toxic Substances Control Act, 15 U.S.C.S. Section 2601, et. seq., chemical inventory or are subject to an exemption and that such exemption is specified in the Material Safety Data Sheet.

i. **Mercury-Free Environment.** Supplier warrants that all Deliverables delivered hereunder are free of mercury and have been produced, tested, packaged, and shipped in a mercury-free environment.



18. CUSTOMS, IMPORTS, AND EXPORTS. If any Deliverable (or any technology associated therewith) are imported or exported into or out of any country, Supplier will be the importer or exporter of record, as applicable, and will be responsible for all legal, regulatory, and administrative requirements associated with such importation and/or exportation and the payment of all associated duties, tariffs, taxes and fees. If Supplier maintains facilities in the country to which a Deliverable is to be imported, Supplier shall first deliver such imported Deliverable to its own facility before delivery to Buyer. Supplier shall be responsible for completing, either by itself or through a designated agent, any export customs declaration and customs clearance and bear all costs related thereto. Supplier bears all liability with respect to any late delivery resulting in whole or in part from delays relating to customs clearance requirements, provided that such delays can be attributed to Supplier negligence or willful misconduct. Supplier shall mark all shipments with, designate, and certify the country of origin and manufacture of Deliverables in accordance with all applicable United States laws and regulations, including applicable customs and Federal Trade Commission rules and regulations.

19. TERMINATION.

a. Termination For Cause. Supplier shall be deemed to be in default under this Order if: (i) Supplier fails to deliver or perform as specified, or if Supplier breaches any of the terms and conditions or warranties herein; (ii) Supplier ceases to conduct its operations in the normal course of business (including inability to meet its obligations as they mature); or (iii) any proceeding is brought against or instituted by Supplier under bankruptcy or insolvency laws, or a receiver for Supplier is appointed or applied for, or an assignment for the benefit of creditors is made by Supplier. If Supplier does not cure such cause for default within a period of ten (10) days (or such longer period as Buyer may authorize in writing) after receipt of notice from Buyer specifying such cause, Buyer shall have the right, by written notice of default to Supplier and without waiving any other right of Buyer, to cancel this Order in whole or in part without any liability whatsoever; except for completed Deliverables delivered and accepted and except under that portion of this Order not cancelled, subject, in each case, to setoff of any claim Buyer may have against Supplier. Provided, however, that with respect to finished, in-process, or otherwise unfinished work under this Order, Buyer shall have the right to take full title to and possession of all or part of the work immediately upon notice to Supplier to that effect, regardless of whether or not final price terms have been agreed upon. Additionally, Supplier shall reimburse Buyer for all costs incurred by Buyer resulting from any such default, such as price increases, lost profit, and any costs associated with the development and qualification of a new source of supply, including but not limited to, duplicate tooling, engineering labor, travel expenses, expediting fees, and other costs.

b. Termination For Convenience. Buyer may, at any time and without liability for doing so, terminate this Order, in whole or in part, for its convenience upon written notice to Supplier, in which event, upon receipt of such notice, unless otherwise directed by Buyer, Supplier shall immediately discontinue all work, and the filling of orders for materials and supplies in connection with the performance of this Order, and shall proceed to promptly cancel all outstanding orders. For the avoidance of doubt, Buyer shall not be liable for any loss of profits on this Order or the portion thereof so cancelled. If such cancellation is caused by termination of a government contract, Buyer will reimburse Supplier solely to the extent that a portion of any reimbursement received by Buyer from the government on account of such termination is attributable to this Order.

c. Transition Assistance. In connection with the expiration or termination of this Order Supplier shall provide, at no cost to Buyer, reasonable transition services to Buyer to transition production from Supplier's facility to another facility of Buyer's choice.

- d. Last Time Buy. Upon the expiration or termination of this Order for any reason, Supplier shall afford Buyer opportunity to make a last time buy for the Deliverables in such quantities as Buyer determines and otherwise in accordance these Terms. Such last time buy may be made by Buyer within one hundred eighty (180) days of the expiration or termination of this Order. Pricing for such last time buy will be at the last price paid by Buyer or the best price Supplier is offering to third parties, whichever is lower.
20. GOVERNMENT CONTRACT PROVISIONS. If the goods or services are purchased for performance under a U.S. Government contract or subcontract, Supplier agrees to comply with applicable federal procurement regulations that are required to be included in commercial item subcontracts and in effect on the date of performance including those identified in FAR 52.212-5(e) Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services, and for Department of Defense contracts those DFAR clauses that are required to be flowed down in commercial item subcontracts.
21. RIGHT TO AUDIT. Supplier shall permit Buyer or its representatives to have reasonable access to the site(s), records, documentation, materials and other relevant items where Deliverables are being manufactured to confirm Supplier's compliance with its representations and warranties by assessing Supplier's work quality, conformance with Buyer's specifications, and compliance with this Order.
22. PUBLICITY. Supplier shall not, without first obtaining written consent of Buyer, in any manner publish the fact that Supplier has furnished or contracted to furnish Buyer the Deliverables, disclose the prices at which Supplier is offering to sell such Deliverables to Buyer, or use the name of Buyer or any of its customers in Supplier's advertising.
23. APPLICABLE LAW. This Order shall be interpreted, construed, and enforced in accordance with the laws of the State of Massachusetts without regard to its conflicts of law rules. The parties reject the application of the United Nations Convention for the International Sale of Goods.
24. DISPUTE RESOLUTION. Any proceedings arising out of or relating to this Order shall be brought in the state or federal courts of Massachusetts and each of the parties irrevocably submits to the exclusive jurisdiction of such court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to these Terms in any other court. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS ORDER.
25. INDEPENDENT CONTRACTOR. The relationship created by this Order is that of independent contractor and neither Supplier nor any of its owners, directors, employees, representatives or agents is authorized to hold itself out as an employee or agent of Buyer or bind or otherwise obligate Buyer in any manner. Nothing contained in this Order is intended to create, nor does it create, a joint venture or partnership, or other relationship between Supplier and Buyer other than the relationship of independent contractor.
26. NO ASSIGNMENT OR SUBCONTRACTING. Assignment or delegation hereof by Supplier without the prior written consent of Buyer shall be void. None of the work which Buyer contemplates being performed by Supplier shall be sub-contracted without Buyer's prior written consent, and if and when subcontracting is allowed, Supplier shall continue to comply with, and be bound by, all provisions of this Order.

27. **CHANGE OF OWNERSHIP.** Upon the change in ownership or control of Supplier, Supplier shall promptly notify Buyer of the same and Buyer shall have a period of up to ninety (90) days after such notice to terminate this Order without any liability, except as specifically set forth in these Terms.
28. **FORCE MAJEURE.** Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control including, but not limited to: acts of God, inclement weather, fire, floods, an outbreak of a pandemic or epidemic disease, civil unrest or disturbance, wars or military action, sabotage, accidents, labor disputes, government acts or laws, inability to obtain economic materials, or other conditions. If Supplier's performance is impacted by such conditions, Supplier shall immediately notify Buyer in writing, along with a description of Supplier's plan to mitigate the impact and anticipated duration, and Buyer may either: (i) extend time of performance; or (ii) terminate all or part of the uncompleted portion of the Order at no cost to Buyer. The foregoing shall be without penalty to Buyer except that cancellation for such causes may not be made without reimbursement to Supplier for Deliverables previously delivered and accepted by Buyer.
29. **CUMULATIVE REMEDIES.** The rights and remedies herein reserved to Buyer shall be cumulative and additional to any other or further rights and remedies available at law or in equity.
30. **WAIVER.** The failure of Buyer in one or more instances to insist upon performance of this Order, or the waiver by Buyer of any breach of any terms or conditions of this Order, or the failure of Buyer to exercise any right or privilege contained herein, shall not be construed as thereafter waiving such terms, conditions, rights, or privileges and the same shall continue and remain in force and effect.
31. **SURVIVAL.** The provisions of this Order that by their nature may reasonably be presumed to have been intended to survive any termination or expiration of this Order shall survive any termination or expiration of this Order.
32. **MISCELLANEOUS.** This Order shall be binding upon and inure to the benefit of the respective successors and permitted assigns of each of the parties hereto. No modification, change, or waiver of any of the terms, agreements and conditions of the Order shall be binding upon Buyer unless signed by a duly qualified officer of Buyer. If any provision or part thereof in this Order is determined to be illegal, invalid, or unenforceable, such illegality, invalidity or unenforceability will not impair the operation of or affect those remaining portions of such provision and this Order that are legal, valid and enforceable. Such provision or part thereof will be modified so as to be legal, valid, and enforceable consistent as closely as possible with the intent of the original language of such provision or part thereof and shall be enforced to the extent possible consistent with applicable law. If the illegality, invalidity or unenforceability of such provision or part thereof cannot be modified consistent with the intent of the original language, such provision will be deleted and treated as if it were never a part of this Order and shall not affect the validity of the remaining portions of the provision or this Order.