

TERMS AND CONDITIONS OF PURCHASE

1. **ACCEPTANCE OF ORDER.** This Purchase Order is an offer to purchase solely pursuant to the Terms and Conditions stated herein. This Purchase Order is not an acceptance of any offer to sell goods and/or services that must be accepted only in accordance with the terms and conditions of that offer. Reference to Seller's bids or proposals, if noted on this Purchase Order, shall not modify these Terms and Conditions of Purchase of this Purchase Order unless specifically agreed to by Buyer in writing.
2. **OBJECTION.** In the event Seller's quotation, acknowledgement, confirmation, invoice or other form states terms additional to or different from those set forth herein, such additional and/or different terms shall be null and void and this Purchase Order shall be deemed a notification of objection to such additional and/or different terms and a rejection thereof.
3. **PERFORMANCE.** This Purchase Order may be withdrawn by Buyer without liability at any time prior to actual receipt by Buyer of written acceptance of this Purchase Order. In the absence of written acceptance by Seller, the making of any deliveries by Seller of the goods and/or services described herein shall be deemed an acceptance of this Purchase Order and these Terms and Conditions and a contract shall be formed thereon.
4. **PRICE.** If a price is not stated in this Purchase Order, the goods and/or services provided hereunder shall be billed at the lowest of (i) the price last invoiced to Buyer, (ii) the price last quoted to Buyer or (iii) the prevailing market price. No additional charges or increases to such price of any kind will be effective or paid by Buyer unless specifically agreed to by Buyer in writing.
5. **TIME.** Time is of the essence in the performance by Seller of its obligations pursuant to this Purchase Order. Seller shall provide the goods and/or services hereunder at the times provided for herein. If Seller does not substantially comply with Buyer's delivery schedule, Buyer at its sole option may either approve a revised schedule or may terminate the Purchase Order without any liability to Seller and without prejudice to any other rights that Buyer may have due to Seller's default.
6. **TRANSPORTATION CHARGES.** If this Purchase Order calls for payment of any transportation costs by Buyer and Buyer does not provide specific transportation instructions to Seller, Seller: (a) will itemize the transportation costs in its invoice to Buyer; (b) warrants that such costs will not exceed actual transportation costs paid by Seller; and (c) will use its best efforts to procure the least expensive responsible vendor to provide the type of transportation specified by Buyer in this Purchase Order and, in any event, Seller shall pay any excess transportation costs arising from Seller's failure to follow shipping instructions furnished by Buyer.
7. **SHIPMENT OF GOODS; TITLE AND RISK OF LOSS.** Seller shall properly package all goods for safe shipment to the Buyer, and a notice of shipment shall be sent by Seller to Buyer at the time the goods are shipped. The notice of shipment shall state the Purchase Order number, the quantity and type of goods being purchased thereunder, the Seller's name and the carrier and route by which the shipment is being made. Unless otherwise expressly provided in this Purchase Order, all shipments shall be made DDP (Incoterms 2020), unloading at the location designated by Buyer in this Purchase Order.
8. **TIME AND PLACE OF DELIVERY.** Unless otherwise specifically stated in this Purchase Order, all deliveries must be made to Buyer's receiving dock and not to individuals or departments, and acceptance shall not be deemed to have occurred until the goods are delivered to Buyer's receiving dock and the bill of lading has been presented to Buyer. All deliveries shall be made by the delivery date(s) indicated in this Purchase Order. In the event that Seller becomes aware of or expects any

delay(s) in such delivery date(s), Seller shall notify Buyer of such delay(s) immediately upon Seller becoming aware of such delay(s) or, in any event, as soon as reasonably practicable.

- 9. WARRANTIES.** In placing this Purchase Order, Buyer is relying on Seller's skill and judgment in selecting and providing the proper goods and/or services for Buyer's particular use. Seller warrants to Buyer and its successors in interest that: (i) the goods and any services covered hereby will adequately reflect their description in this Purchase Order and will conform to any applicable specifications, including any such specifications provided by Buyer to Seller from time-to-time; and (ii) any goods provided hereunder will be new and of the best quality unless otherwise specified and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defect. Seller also warrants that any goods provided hereunder will be free and clear of all liens and encumbrances and that Seller has good and marketable title to such goods. Seller agrees to hold Buyer free and harmless from and against any and all claims attaching to such goods and against any third-party claims arising out of any goods or services provided by Seller.
- 10. QUALITY.** Seller will meet all quality requirements of Buyer and all quality requirements of Buyer's customer(s). Seller will assure that all Goods conform to all specifications, standards, drawings, samples, and descriptions including, without limitation, as to quality, performance, fit, form, function, and appearance under the Purchase Order. Seller is responsible for the quality, performance, fit, form, function and appearance of all Goods and components and sub-components provided by any sub-tier and subcontractor manufacturers and suppliers used by Seller. Seller will, at its expense, furnish, keep in good condition, and replace, when necessary, all tooling, machinery and equipment and other items necessary for the production of the Goods.
- 11. ENERGY EFFICIENCY.** Buyer prioritizes energy efficiency and seeks equipment and machinery with the highest energy performance available at the time of purchase. Therefore, Seller is obligated to supply products that meet this benchmark.
- 12. INTELLECTUAL PROPERTY WARRANTY AND INDEMNIFICATION.** Seller warrants to Buyer and its successors in interest that the sale or use of the goods and any services covered by this Purchase Order, whether manufactured in accordance with Buyer's specifications or otherwise, do not and will not infringe upon the claims of any patent, trademark, trade secret, copyright or other intellectual property right associated with the goods or services, and Seller shall defend, indemnify and hold Buyer and its successors in interest free and harmless from and against any and all claims, demands, costs and liabilities, including legal expenses, arising out of any such infringement or claim of infringement or misappropriation. In no event shall Buyer or its successors in interest be liable to Seller for any patent, copyright, trade secret, trademark or other intellectual property infringement or misappropriation or claim thereof with respect to the goods and/or services purchased hereunder.
- 13. MODIFICATIONS.** Seller shall make no shipment of goods that do not conform with the terms provided herein, whether as an accommodation or otherwise, unless authorized in writing by Buyer. Neither the quantity nor quality of the goods delivered by Seller to Buyer shall differ from those specified in this Purchase Order nor shall any other modifications be effective except by written Change Order signed by Buyer in a written Change Order. If the changes specified in a Change Order will affect delivery or the amount Seller wishes to charge Buyer, Seller shall promptly notify Buyer and, upon agreement between Buyer and Seller, a second written Change Order reflecting those changes shall be executed by Buyer prior to the charges being made and the goods shipped.
- 14. BUYER'S PROPERTY.** Unless otherwise agreed to in writing, all tools, molds, dies, equipment or material of every description furnished to Seller by Buyer or specifically paid for by Buyer and any

replacement thereof, or any material affixed or attached thereto, shall be and shall remain the personal property of Buyer. Such property, and, whenever practical, each individual item thereof, shall be plainly marked or otherwise adequately identified by Seller as "Property of [Buyer's name]", and shall be safely stored separate and apart from Seller's property. Upon Buyer's request, Seller shall provide all reasonable assistance in protecting Buyer's property from the claims of Seller's creditors. Seller 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 Seller's custody or control: (i) shall be held at Seller's risk; (ii) shall be continuously insured by Seller at Seller's expense in an amount equal to the replacement cost, with loss payable to Buyer; (iii) shall be maintained in operating condition by Seller; and (iv) shall be subject to removal at Buyer's written request, in which event Seller shall prepare such property for shipment and shall deliver it to Buyer in the same condition as originally received by Seller except for reasonable wear and tear.

15. INSPECTION. Notwithstanding any prior payment thereof, all goods and services are subject to inspection and testing by Buyer after receipt and, if the goods are to be incorporated into Buyer's equipment or property, Buyer's inspection and testing of the goods and services may be made under operating conditions after the goods have been installed. If, upon inspection or testing, such goods or any portion thereof are found to be non-conforming, unsatisfactory, defective or inferior in quality or workmanship or fail to meet any guarantees of operating or other requirements or specifications contained herein, then, without prejudice to any other rights or remedies, Buyer may return the goods or any part thereof to Seller, and all amounts theretofore paid by Buyer to Seller on account of the purchase price of such returned goods, together with any costs incurred by Buyer in connection with the original delivery or return of such goods, shall be repaid to Buyer by Seller. Neither an inspection nor a failure to make inspection nor an acceptance of goods or services shall release Seller from any of the warranties or other provisions of this Purchase Order or impair Buyer's right to reject non-conforming goods or services. Buyer reserves the right, even after it has paid for and accepted said goods or services, to make a claim against Seller on account of any goods or services which prove to be unsatisfactory or are defective, irrespective of Buyer's failure to notify Seller of a rejection of non-conforming goods or services or revocation of acceptance thereof, or to specify with particularity any defect in non-conforming goods or services after rejection or acceptance thereof.

16. PAYMENT. Any cash discount period will begin upon the later of (i) receipt of the goods or services or (ii) receipt of the related invoice. COD (Cash on Delivery) and CIA (Cash in Advance) shipments will not be accepted. Seller shall invoice Buyer for any purchases made hereunder within 15 days of delivery of such purchases, and Buyer shall pay all invoices within sixty (60) days of receipt of each such invoice.

17. COMPLIANCE WITH LAWS. Seller represents and warrants that the manufacture, sale, labeling or pricing of any goods and/or provision of any services covered by this Purchase Order are in compliance with all applicable federal, state or local laws and regulations, including but not limited to the Equal Employment Opportunity Act, the Fair Labor Standards Act, the Environmental Protection Act, the Occupational Safety and Health Act, and any rule or regulation promulgated thereunder. Seller agrees, upon request, to furnish Buyer a certificate of such compliance in such form as Buyer may require. Seller further agrees to defend, indemnify and hold Buyer free and harmless from and against any and all claims, liabilities and damages resulting directly or indirectly from or connected with noncompliance with any such law or regulation.

18. IMPORT/CUSTOMS COMPLIANCE. Seller assumes all responsibility and liability for customs and duties for any shipments covered by this Purchase Order requiring any government import clearance. If government authorities declare or otherwise impose countervailing duties, antidumping duties, or

retaliatory duties on the goods imported under this Purchase Order, Buyer reserves the right to terminate this Purchase Order. Seller will be debited for any duties, fees or freight incurred by Buyer due to Seller's failure to comply with the terms and conditions of this Purchase Order.

19. SETOFF AND LIENS. Buyer may deduct any amount owed by Seller to Buyer against any amount owed by Buyer to Seller under this Purchase Order. Seller hereby waives its right to file a lien against any property or assets of Buyer or otherwise encumber them in a summary or other proceeding. Seller will indemnify and hold Buyer harmless for any liens or claims filed by Seller's sub-tier contractors or agents against Buyer, its property or its assets relating to amounts owed by Seller to its sub-tier contractors or agents.

20. DEFAULT. Buyer reserves the right to terminate, without liability, all or any part of the undelivered portion of this Purchase Order for any material breach by Seller, immediately upon written notice to Seller, whether relating to such undelivered goods or otherwise, of any of the Terms hereof, including the warranties of the Seller.

21. STOP WORK; TERMINATION. In addition to and without prejudice to Buyer's right to terminate in accordance with Section 18 herein, Buyer may, at any time, temporarily stop work under or terminate this Purchase Order with or without cause by delivering to Seller a stop-work or termination notice. Upon receipt of Buyer's stop-work or termination notice, Seller shall cease all work hereunder. Buyer will pay Seller for all goods or services previously provided and for the reasonable value of any work in process at the time of such notice, and Buyer shall not be liable for any other stop-work or termination costs or damages. If, in the event of a stop-work notice, Buyer has not, within 120 days of such notice, authorized Seller to recommence work for which such notice is in effect, Buyer shall be deemed to have terminated this Purchase Order.

22. GENERAL INDEMNIFICATION. Seller shall defend, indemnify and hold Buyer free and harmless from and against any and all third-party claims, damages, liabilities or obligations to third parties of any kind, including but not limited to damage or destruction of property and injury or death of persons, to the extent resulting from or connected with Seller's performance hereunder or any alleged or actual default by Seller or breach of any of its obligations hereunder. If Seller fails to assume the defense of any claim, or to defend Buyer as required by any other provision in these Terms and Conditions, then Seller's indemnification obligations shall include payment of any attorneys' fees incurred by Buyer in defense of such claim.

23. FORCE MAJEURE. Neither Seller nor Buyer shall be held responsible for any damages resulting from failure or delay in furnishing or accepting any of the goods or services when such failure or delay is caused by fire, embargo, strike or other labor dispute (whether or not the demands of the employees involved are reasonable and within said party's power to concede), government requirement, order or request of civil or military authorities, act of God or by the public enemy, inability to secure material or transportation facilities, act or omission of a carrier, global pandemic or epidemic or other cause beyond the reasonable control of the affected party hereto. The affected party shall give notice to the other party, in writing, within five (5) days after the commencement of each such cause or the occurrence thereof, which such notice shall include the affected party's best estimation of the probable duration of such cause or occurrence together with supporting data. If approved by Buyer following a force majeure event affecting Seller, a written extension of time for completing performance hereunder shall be granted for such force majeure period. If a force majeure event affecting Seller causes a delay in the delivery of goods or services provided hereunder in excess of thirty (30) days, Buyer may cancel this Purchase Order immediately upon written notice to Seller, with no further obligations in respect of this Purchase Order.

- 24. TAXES.** Seller agrees that, unless otherwise indicated in this Purchase Order, the prices herein do not include any sales, use or other tax from which an exemption is available for purposes of this Purchase Order, but that the prices herein include all other applicable taxes in effect at the date of this Purchase Order. Seller agrees to accept tax exemption certificates when supplied by Buyer in a form ordinarily acceptable to the respective taxing authorities. In case it is determined that any tax included in the price was not required to be paid by Seller, Seller shall so notify Buyer and Seller shall make prompt application for a refund, take all necessary steps to procure the refund, and, when received, pay such refund to Buyer.
- 25. INSURANCE.** Seller will at all times carry commercial general liability insurance (including product liability and, for services to be performed, completed operations liability) in an aggregate amount no less than \$1 million. If Seller requests, or is asked by Buyer, to visit Buyer's facility, Seller will also have automobile insurance covering all owned, leased or borrowed vehicles in an aggregate amount no less than \$1 million.
- 26. SUPPLIER CODE OF CONDUCT.** Seller and its employees agree to comply with the Gränges Supplier Code of Conduct (available at www.granges.com or <https://www.granges.com/globalassets/04.-hallbarhet/02.-strategy-and-governance/08.-policies/gp2.11-supplier-code-of-conduct-2023-07-05.pdf>) when applicable to Seller's relationship with Gränges Americas Inc., its affiliates, and their employees. Any violations of the Code of Conduct should be reported to the "Whistleblower Function" referenced therein.
- 27. NON-ASSIGNMENT.** Seller shall not assign its rights or delegate its obligations under this Purchase Order, or any interest therein or any payment due or to become due thereunder, without the prior written consent of Buyer. Any assignment or delegation by Seller without Buyer's prior written consent shall be void and invalid as to Buyer.
- 28. ADVERTISING AND ANNOUNCEMENTS.** Seller shall not advertise or publicly announce the fact that Seller has contracted to supply any machinery, equipment, material, goods or services to Buyer without obtaining the prior written permission of Buyer.
- 29. GOVERNING LAW.** This Purchase Order shall be deemed to be entered into under, and shall be governed by, the substantive laws of the State of Tennessee, other than conflict of laws which might otherwise require the application of the laws of another jurisdiction. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) and any successor provisions or legislation shall not apply to this Purchase Order or the terms and conditions provided herein.
- 30. COMPLETE AGREEMENT; INCONSISTENT TERMS; SEVERABILITY.** This Purchase Order, together with any written documents which may be incorporated herein by specific reference, constitutes the entire agreement between the parties and supersedes all previous communications between them, whether oral or written. The provisions of this Purchase Order may not be modified by Seller except by written consent of an authorized representative of Buyer, which representative shall be the plant manager or his supervisor. In the event any specification, drawing or exhibit forming a part of this Purchase Order contains terms or conditions inconsistent with those contained herein, the terms creating a greater obligation or responsibility on Seller shall be controlling. In the event a provision of this Purchase Order is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.