

## TERMS AND CONDITIONS OF PURCHASE

### 1. Definitions.

- (a) "Buyer" means the individual or entity identified on Buyer's Order.
- (b) "Seller" means the entity identified on Seller's quotation, order acknowledgement or confirmation.
- (c) "Product(s)" means (i) any product designed or manufactured by or on behalf of Seller, or (ii) any third-party manufacturer's product offered for sale by Seller. Product shall include "Software."
- (d) "Service(s)" means any services provided by or on behalf of Seller.
- (e) "Software" means object code and/or source code provided to Buyer by, or at the direction of, Seller, including any firmware, free-standing object code or source code that works with or runs on Products, or that is used on or in conjunction with Buyer products or Buyer internal systems, as well as all documentation, bug fixes, updates and upgrades relating to such code.
- (f) "Order" means a purchase order, statement of work (SOW), or other similar document issued by Buyer for the purchase of Products and/or Services.

2. **Acceptance.** Except as otherwise agreed in a written supply agreement signed by both parties, these Terms and Conditions of Purchase (the "Terms") will govern Buyer's Order. Buyer's Order is expressly conditioned upon Seller's agreement that these Terms shall be the sole and exclusive terms and conditions applicable to Buyer's purchase of Products and/or Services. Buyer specifically rejects, and Seller disclaims, all terms and conditions in Seller's quotation, invoice, proposal, bid, acceptance, or order acknowledgement or otherwise proposed by Seller if such terms and conditions are additional to, different from or inconsistent with these Terms. All such proposed terms will not operate as a rejection of this offer but are deemed a proposed material alteration, and this offer will be deemed accepted by Seller without said additional, different or conflicting terms. Any performance by Seller pursuant to Buyer's Order, including, without limitation, manufacture or shipment of Products, or preparation for or start of Services, shall be deemed to be an acceptance solely upon these Terms. If this Order is deemed under applicable law to be an acceptance of a prior offer by Seller, such acceptance is limited to and expressly conditioned on Seller's assent to these Terms.

3. **Entire Agreement; Amendments.** Unless a written supply agreement, services agreement, or other definitive agreement governing the purchase and sale of the Products and/or Services has been executed by both parties, these Terms and Buyer's Order together constitute the entire agreement of the parties covering Products and/or Services provided by Seller to Buyer. These Terms supersede all other written or oral agreements between the parties with respect to the purchase of Products or Services pursuant to Buyer's Order. Seller and Buyer may modify these Terms only by an express written agreement signed by both parties.

4. **Prices.** Prices for Products or Services ("Prices") shall be as set forth in Buyer's Order, and Buyer shall not be liable to Seller for any charges other than those specified in Buyer's Order. Notwithstanding the foregoing, Prices shall not be greater than the prices paid by Seller's similarly situated customers purchasing similar products or services in similar quantities. Prices shall be in US dollars unless a different currency is specified in Buyer's Order. Prices are inclusive of all of Seller's costs (including labeling, packaging, taxes, duties, insurance, handling) unless otherwise specified in Buyer's Order.

5. **Taxes.** Except as otherwise specified in Buyer's Order, the Prices include all amounts for occupation, sales, use, value added, gross income, privilege or excise tax, or any other tax, duty, or assessment now or hereafter imposed by or under the authority of any international, federal, state, or local law, rule, or regulation with respect to the Products or Services or their sale hereunder. In the event Buyer becomes liable to pay any such taxes, duties or assessments, Seller agrees, unless prohibited by applicable law, rule or regulation, to indemnify and hold Buyer harmless for all such amounts, including any applicable interest or penalties.

6. **Certificate of Resale.** If Buyer has marked the space labeled

"Tax Code Description" as "NO" or "Taxes as Applicable" on the face of the Order, Buyer certifies, if applicable, that the tangible personal property Products being purchased are for resale and not for consumption. Buyer's applicable state sales and use tax numbers are available upon request.

7. **Duty Drawback.** Buyer specifically reserves to itself all rights to duty drawback or taxes paid on materials purchased by Seller for manufacture or production of Products. Seller disclaims all interest in such rights and agrees to furnish Buyer with proof of importation, including a signed U.S. Customs and Border Protection Form 7552 ("Delivery Certificate for Purposes of Drawback") and any other documents necessary for Buyer to obtain payment of any applicable duty drawback.

8. **Payment Terms.** Due dates for the payment of invoices will be computed from the date of receipt by Buyer of a correct and complete invoice. Unless otherwise agreed by the parties in writing or as otherwise set forth on the Order, terms of payment shall be 90 days from the receipt of such an invoice for all Products and Services accepted by Buyer.

9. **Shipping; Delivery.** Seller shall package all Products (i) in accordance with Buyer's Product packaging requirements, whether included in Buyer's Order, in separate instructions or specifications provided by Buyer, or otherwise communicated by Buyer to Seller, (ii) in accordance with any requirements specified by the carrier, and (iii) in such a manner as to provide proper protection for Products in transit. Damages to any Products resulting from improper packaging shall be the responsibility of Seller. Unless otherwise specified in the Order, all Products will be delivered DDP (Incoterms 2020) Buyer's designated delivery location. The packing list for each container shall include Buyer's purchase order number. Without Buyer's prior written consent, Seller may not make Product substitutions, partial shipments or early deliveries and may not ship overages or underages of weight, length, size and/or quantity.

10. **Risk of Loss.** Unless otherwise specified in the Order, title and risk of loss or damage to Products shall not pass to Buyer until Products are received and accepted by Buyer at the destination specified in the purchase order.

11. **Late Delivery.** TIME IS OF THE ESSENCE. It is a condition of Buyer's Order that deliveries of Products and/or performance of Services conform to the schedule set forth in such Order. Seller shall promptly notify Buyer of any actual or anticipated delays in delivery or performance and shall, at Seller's expense, take all reasonable steps to avoid or end such delays, including the use of expedited shipping. If Seller fails to ship all or any portion of Products on or before the promised shipping date, Buyer shall have the right to cancel the Order, without liability, for any Products not yet shipped. In addition, Seller agrees to indemnify and hold Buyer harmless from any losses, penalties, damages, liabilities and obligations, including, without limitation, the cost of cover and any other costs, expenses and attorneys' fees, arising out of or relating to Seller's failure to deliver or perform in accordance with the schedule set forth in the Order.

12. **Change Orders.** No changes or substitutions shall be made to the Order without the prior written consent of Buyer. Buyer shall, by submission of a written change order to Seller, have the right to make changes to an Order at any time with respect to drawings, specifications, designs, quantities, places and times of delivery or performance, and methods of packaging. If Seller reasonably believes that a change requested by Buyer affects the price, delivery date or schedule for Products or Services, Seller shall notify Buyer in writing (with adequate supporting documentation) within 5 business days after receipt of Buyer's change order, and Seller shall not perform the requested changes without the prior written consent of Buyer. Buyer and Seller shall mutually agree in writing on any adjustments in the price, delivery date and/or schedule resulting from the requested change. Seller's claim for an adjustment in price, delivery date and/or schedule will be deemed to have been waived unless asserted by Seller within 5 business days after receipt of Buyer's change order. In no event shall Seller stop performance of any unaffected portion of the Order while Buyer and Seller are in the process of making any changes and adjustments.

13. **Record Retention.** Seller shall maintain appropriate records regarding Product origin, testing, evaluation and quality and environmental compliance, Seller's performance of the Services, and Product and Services pricing, and shall, upon request from Buyer, promptly provide such records to Buyer for review.
14. **Inspection.** Buyer shall have the option to inspect Products during the manufacturing process and upon completion but prior to shipment. Buyer shall have the option to inspect Services during the provision of and upon completion of such Services. Buyer may also inspect Products after they are received at the destination specified in the Order. No provision in Seller's delivery receipt or other documentation shall modify Buyer's right to inspect and reject Products or Services. Neither Buyer's inspection of or failure to inspect Products or Services nor payment for Products or Services shall be deemed an acceptance of Products or Services and shall in no way limit Buyer's right to reject nonconforming or defective Products or Services.
15. **Rejection.** Buyer has the right to reject or revoke acceptance of nonconforming Products or Services. Nonconforming Products or Services include, but are not limited to, Products or Services that: (i) do not comply with the Order or any applicable specifications, drawings, samples, and/or other documentation furnished or approved by Buyer; (ii) do not satisfy Buyer's test and quality standards and processes; (iii) arrive damaged; (iv) do not meet applicable industry quality and performance standards; or (v) do not comply with all applicable legal and regulatory requirements. Buyer will also have the right to reject or revoke acceptance of Products or Services for a minimum of 90 days after any latent defect in such Products or Services has become apparent. If Buyer rejects Products or Services or revokes acceptance of Products or Services, and Seller does not deliver conforming Products or Services on or before the delivery/completion date specified in the Order, Buyer shall have the option to cancel the Order without liability. In addition, Seller shall indemnify Buyer pursuant to the terms of Section 11 above for any resulting late delivery or late completion. At Buyer's request, Seller will promptly issue a return material authorization ("RMA") to Buyer for any non-conforming Products, Products delivered in excess of the amount ordered, or Products delivered in advance of the delivery schedule. Rejected Products shall be held by Buyer, at Seller's risk and expense, until Buyer receives Seller's written instructions regarding disposition of such Products. Buyer will receive a full refund for rejected Products returned to Seller, including cost of transportation. At Buyer's option, Seller will either expedite the completion of any rejected Services or receive a full refund of all fees paid under the Order.
16. **Ownership of Property, Specifications and Work Product.** Unless otherwise specified in the Order, Seller will provide all labor, materials, tools, equipment, personnel, supervision and facilities necessary to provide the Products and Services. Unless otherwise agreed in writing, all drawings, sketches, blueprints, specifications, designs, models, tools, molds, jigs, dies, patterns, fixtures and other materials furnished or paid for by Buyer in connection with the Order shall be and remain the property of Buyer. All such materials shall at all times be clearly identified as the property of Buyer and shall be segregated from similar property of others. Such materials shall be used only in filling or completing Buyer's Order and shall be delivered to Buyer or otherwise disposed of in accordance with Buyer's instructions upon completion, termination or cancellation of all outstanding Orders or upon Buyer's request. Seller assumes all risk and liability for loss of or damage to Buyer's property in its custody or control and shall insure such property at its own expense for an amount at least equal to the replacement cost thereof, with losses payable to Buyer. Seller agrees to maintain such property in good and useable condition, except for normal wear and tear. Upon Buyer's request, Seller shall provide Buyer with an accounting of all property of Buyer in Seller's possession. Buyer may visit Seller's premises where Buyer's property is located during normal business hours to inspect such Buyer property and to audit Seller's compliance with the provisions of this Section 16. Seller agrees that Buyer may file a "protective notice" UCC-1 form and any other documents reasonably necessary to enable Buyer to protect its interest in its

property. Seller agrees that any suggestions, comments, or other feedback provided by Seller to Buyer with respect to Products, Services, Buyer products or confidential or proprietary information provided by Buyer ("Feedback") is given entirely voluntarily and Seller grants to Buyer the right to use, have used, disclose, reproduce, modify, license, distribute or exploit the Feedback for any purpose, entirely without obligation, payment or restriction on use or disclosure of any kind. Buyer will retain ownership of all specifications and other documentation for the Products and Services and will be the owner of all modifications and enhancements made by or for Buyer or by or for Seller to such specifications and documentation, including without limitation any modifications or enhancements based on Seller's feedback. Additionally, Seller agrees that all materials in whatever form and all modifications or enhancements to the Products or Services prepared or produced by Seller under the Order ("Work Product") are a "work made for hire" under the copyright laws of the United States and other applicable jurisdictions and are assigned to and will become the sole property of Buyer. At Buyer's request and expense, Seller will execute all papers and provide reasonable assistance to Buyer necessary to vest ownership in Buyer of, and to enable Buyer to obtain Intellectual Property Rights in, all such Work Product, Feedback, and modifications or enhancements described herein. "Intellectual Property Rights" means any and all: (i) copyrights, trademarks, trade names, domain names, goodwill associated with trademarks and trade names, designs, and patents; (ii) rights relating to innovations, know-how, trade secrets and confidential or proprietary information (technical and non-technical); (iii) moral rights, mask work rights, author's rights, and rights of publicity; and (iv) other industrial, proprietary and intellectual property-related rights anywhere in the world that exist as of the date of acceptance or hereafter come into existence, and all renewals and extensions of the foregoing, regardless of whether or not such rights have been registered with the appropriate authorities in such jurisdictions in accordance with the relevant legislation. Title to all work and Work Product, whether or not completed and to all materials on account of which any payment has been made by Buyer, will vest in Buyer. Seller's obligations as stated in this Section 16 survive the fulfillment, expiration, or termination of the applicable Order(s).

17. **Insurance.** Seller shall, at its sole expense, maintain adequate workers' compensation, employer liability and commercial general liability insurance covering risks that are typically covered within the industry, including products and completed operations and contractual liability coverage. Upon request by Buyer, Seller shall provide satisfactory evidence of such insurance. All insurance policies other than workers' compensation and employer liability policies shall name Buyer as an additional insured.

18. **Warranties.** Seller represents and warrants to Buyer that: (i) Seller will deliver to Buyer good, exclusive and marketable title to Products, free and clear of all liens, security interests, claims and other encumbrances; (ii) at the time of delivery or completion and for a period of sixty (60) months thereafter, all Products and Services shall conform to the specifications, drawings, samples and/or other documentation furnished or approved by Buyer, shall meet all applicable industry quality and performance standards, and shall be fit and sufficient for the purpose intended, merchantable and free from defects in design, materials and workmanship; (iii) Services will be performed by qualified persons with a high standard of skill, care and diligence; and (iv) Seller will comply with all applicable federal, state, local or foreign laws, rules, regulations, orders or other directives in the manufacture, sale and delivery of Products. In addition, Seller represents and warrants that all Software is free from any "Vulnerabilities", meaning: (a) self-destruction mechanisms; (b) illicit code; (c) any copy protection schemes that interfere with the use of the Software or with Buyer's or an end user's ability to exercise its rights and privileges under the Order; and/or (d) security vulnerabilities, including any vulnerabilities that allow unauthorized destruction of, access to or control of Product(s) or Buyer product(s), or any information residing on Product(s), on Buyer product(s), an end user's product(s) or system(s), or other elements of a system that includes Product(s). Seller further represents and warrants that it

- complies with general industry practices regarding the detection and correction of Vulnerabilities. Seller will promptly notify Buyer if Seller becomes aware of any actual or potential Vulnerability. These warranties shall be in addition to any other warranties customarily extended by Seller to its customers and shall survive inspection, test, acceptance and payment. Buyer shall have the right to assign Seller's warranties to Buyer's customers.
19. **Remedies.** If any Product or Service breaches any of the warranties set forth above, Seller shall promptly, at Buyer's option (i) replace such Product with a new Product that conforms to the specifications, drawings, samples and/or other documentation furnished or approved by Buyer and that is free from defects in design, materials and workmanship, delivered to the same ultimate destination as that of the original shipment, (ii) immediately reperform the affected Services, or (iii) provide a refund for such Products and Services. In addition, Seller shall be responsible for any costs of removal and reinstallation, transportation charges, including any fees associated with expediting late delivery and performance, and customs, duties, brokers' fees or similar charges. All replacement Products and Services shall be fully warranted as set forth in Section 18 above. Seller will take immediate remedial action for affected and potentially affected Products and Services according to a corrective action plan approved by Buyer. Buyer's rights and remedies set forth herein shall be cumulative and in addition to all other rights and remedies available in law or in equity.
20. **Indemnity.** Seller agrees to indemnify and hold harmless Buyer, its subsidiaries, affiliates, successors and assigns, and Buyer's direct and indirect customers of Products (whether or not as a component part of a larger product or system) and Services, against any and all claims, demands, losses, damages, liabilities and obligations, including, without limitation, costs, expenses and attorneys' fees, arising out of or relating to: (i) any claim that Products or Services or the use of Products or Services constitutes an infringement of any Intellectual Property Rights (as defined in Section 16 above); (ii) any claim that Products are defective; (iii) any breach of warranty by Seller; (iv) the manufacture, performance, use, sale, delivery or disposal of Products or Services; or (v) any claim for injury, death and/or damage to property arising from or related to the Products or Services and/or caused by the negligence of Seller. In addition to the indemnification obligation, for any claim arising under (i) above, Seller may obtain for Buyer the royalty-free unlimited right to continue using Products or Services in the manner that such Products or Services could be used absent such claim, or to modify or replace Products in a manner acceptable to Buyer in its sole discretion. If Seller, or any officer, employee, agent or subcontractor of Seller, enters the premises of Buyer or Buyer's customer in connection with the performance of Buyer's Order or if Seller holds property of Buyer on consignment, Seller agrees to indemnify and hold harmless Buyer and its customer from any and all claims, demands, losses, damages, liabilities and obligations, including, without limitation, costs, expenses and attorneys' fees, arising out of or relating to, injury or death to persons or damage to property arising out of or relating to the acts or omissions of Seller or Seller's officers, employees, agents or subcontractors, during such performance or consignment.
21. **Events of Default.** If Seller breaches any of these Terms and does not cure the default within 10 days after written notice from Buyer of such breach, or if Seller files (or has filed against it) a petition in bankruptcy or seeks relief under any bankruptcy, reorganization, insolvency, dissolution, liquidation or similar law of any jurisdiction, becomes unable to pay or suspends payment of its debts as they become due, ceases operation of its business or becomes financially insecure, or if a court issues an order appointing a receiver, custodian or administrator over all or part of Seller's assets, Buyer shall have the right to cancel any outstanding Order and/or suspend its performance thereunder, and Seller shall be responsible for any costs of cover resulting from Buyer's purchase of substitute products or services. In addition, Buyer may pursue any other right or remedy available in law or equity. Buyer shall be entitled to set off all amounts Seller owes Buyer (whether under the Order or otherwise) against any amounts Buyer owes Seller.
22. **Waiver of Subrogation.** Each party waives (for itself and its insurance carrier) all its rights of subrogation against the other party and the other party's employees, agents, suppliers and subcontractors to recover damages and losses to the extent such damages or losses are covered by insurance; provided that this provision will have no effect to the extent that it invalidates or otherwise limits the insurance coverage of a party.
23. **Termination.** At any time and with or without cause, Buyer shall have the right to terminate all or a portion of the Order by written notice. Upon receipt of notice of termination, Seller shall immediately discontinue performance and, with regard to standard Products, allocate any finished Product and work-in-process to other customer orders. With regard to non-standard Products, Seller shall comply with Buyer's instructions concerning disposition of completed Products, work-in-process and raw materials acquired to fulfill the purchase order. In the event of termination without cause for nonstandard Products or Services, Buyer's sole and exclusive liability to Seller shall be Seller's reasonable out-of-pocket direct costs incurred prior to termination in connection with completed Products or Services and work-in-process in Seller's possession at the time of termination, less any salvage amount that Seller can realize by selling or using any of the Products or raw materials. Seller shall have the burden of proof on all such amounts. In no case shall Buyer's liability exceed 10% of the value of the cancelled Order. In the event of cancellation in accordance with Section 21 of these Terms, these provisions shall not apply, and Buyer shall have no liability to Seller.
24. **Compliance with Laws.** Seller shall fully comply, and shall ensure that Seller's supply chain fully complies, with all applicable international, federal, state and local laws, rules and regulations, governmental or quasi-governmental restrictions or prohibitions, decrees, directives, orders, and all other requirements of any type that apply to any aspect of Seller's or its supply chain's manufacture, supply, sale, and distribution of Products (or components of Products) and performance of Services, including without limitation, export requirements, forced labor and modern slavery restrictions, import and customs requirements, product safety, electromagnetic energy, accessibility, environmental, product software security for connected devices and recycling requirements, obligations under any applicable Free Trade Agreements and any security criteria of any importing or exporting government security programs (collectively, "Laws"). Upon request by Buyer, Seller will complete any applicable forms and certifications regarding its compliance with such regulations. **In addition, if applicable, Seller and its subcontractors shall abide by the requirements of 41 CFR Sections 60-1.4(a), 60-300.5(a) and 60741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. The Order may also be subject to Executive Order 13496 and implementing regulations at 29 CFR Part 471, Appendix A to Subpart A.** Seller shall track all PCBA components within Products supplied to Buyer via a trackable identifier, such as a product SKU or part number. For all components and materials other than PCBA components within Products, Seller shall ensure traceability for such materials and components as required by Law.
25. **Export Regulations.** Seller will maintain all required licenses, permits and registrations with governmental authorities and agencies, commercial registries, chambers of commerce or other offices. Seller will not export or re-export Products or any technical data relating to Products to any country in violation of applicable export control laws. If applicable, Seller shall provide Buyer with a copy of the U.S. Department of Commerce, Bureau of Export Administration, Export Control Number ("ECCN") or comparable number from any relevant foreign governmental agency, for any and all Products, Software and technical data. Alternatively, Seller can

provide Buyer with the ECCN or comparable number from any relevant foreign governmental agency, certified by a knowledgeable technical/regulatory resource, with sufficient supporting technical parameters for Buyer to confirm the classification. A copy of any current or previously issued license, ruling or jurisdiction determination shall be required for any Product containing security or encryption technology. In addition, Seller shall advise Buyer as to the qualifying criteria for any license exception or “mass market” qualification under which Products may be exported. Seller shall also provide current Harmonized Tariff Schedule (HTS) classification codes for each Product upon Buyer’s request. When Incoterms 2020 call for Seller to obtain any required export license, Seller will apply for all licenses necessary for the export of Products being sold to Buyer. Seller will assist when and where necessary during the export license application process with technical support and/or information. Both parties, where applicable, will submit license applications in a timely manner and advise each respective party in writing of any anticipated delays in shipping that may result from delayed approval of an application. Seller will provide Buyer with the Certificates of Origin required by the USMCA or other applicable international, national, regional or local laws, regulations or trade preference programs. Seller will ensure that the customs invoices contain the following information:

- (a) Seller’s entity name and address to which the Purchase Order was addressed (and if different, also Seller’s shipping address and entity handling shipping);
- (b) Entity to which Products are being sold and delivered;
- (c) a clear description of Products sold;
- (d) the quantity, weight or volume, as applicable, of units of Products sold;
- (e) the purchase price;
- (f) the delivery terms (e.g. Incoterms 2010);
- (g) depending on country of destination, when requested by Buyer, the harmonized tariff classification to the 6 digit level; and
- (h) the country of origin of each line item.

To the extent applicable, Seller will comply with Buyer’s other requirements related to origin information, including requirements of Buyer’s customers.

**26. Compliance with Buyer’s Policies and Procedures.** Seller’s employees and agents shall, if on the premises of Buyer, comply with all plant rules and regulations in effect at such premises, including security requirements. In addition, Seller shall comply with such Buyer policies or procedures as Buyer may reasonably require from time to time, provided that (i) Buyer has provided Seller a written copy of, or notice of online access to, any such additional policy or procedure, and (ii) such policies or procedures do not conflict with these Terms. Seller acknowledges that it has access to and certifies that it has reviewed a copy of Buyer’s Code of Ethics and Business Conduct, Buyer’s Supplier Code of Conduct, Buyer’s Supplier Quality Manual and Buyer’s Environmental Product Compliance Specification for Materials and Products, each of which is available upon request and Seller agrees to comply at all times with the provisions thereof.

**27. Packaging.** Seller warrants and covenants to Buyer that Seller will not intentionally add lead, cadmium, mercury or hexavalent chromium to any packaging or packaging components of Products provided to Buyer under this Agreement. In addition, the sum of all concentration levels of cadmium, hexavalent chromium, lead and mercury in packaging or packaging components shall not exceed 0.01% by weight (100 ppm). Seller will not manufacture such packaging and packaging components using chlorofluorocarbons or containing substances banned from packaging on the Buyer’s Restricted Substance List (available upon request). Seller warrants and covenants that all Products, including packaging and packaging components, provided to Buyer under this Agreement will be accurately labeled in accordance with the requirements of applicable laws and regulations, including but not limited, applicable packaging specifications, the EU Packaging Directive (EU 94/62/EC), to the requirements of 40 C.F.R. Part 82 entitled “Protection of Stratospheric Ozone, Subpart E – The Labeling of Products Using Ozone-Depleting Substances” and ISPM No. 15 entitled “Guidelines for Regulating Wood Packaging.” Seller shall

ensure wooden pallets are heat treated per regulatory requirements or, where allowed, wooden pallets may be fumigated.

**28. Hazardous Materials.** Seller shall promptly notify Buyer if any Products, or portions thereof, are deemed hazardous or dangerous under any laws, directives, rules or regulations applicable in any jurisdiction where Products are manufactured, sold, purchased or used. Seller shall ensure that all such Products are properly packaged, marked, labelled, and transported in full compliance with all applicable legal and regulatory requirements, including, without limitation, those governing the transportation and handling of dangerous goods. Furthermore, all Product labelling of hazardous materials must comply with the requirements of the CLP Regulation if the product is sold in the European Union, or any other applicable regulation in any jurisdiction where Buyer receives the Product. Where any Product is identified as hazardous under Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (29 CFR §1910.1200), the Mexican Standard NMX-R-019-SCFI-2011, Regulation (EC) No 1272/2008 on the classification, labelling and packaging of substances and mixtures (CLP Regulation), or any similar laws, directives, rules, and regulations applicable in any jurisdiction where Products are sold or used, Seller shall provide a current and compliant Safety Data Sheet (SDS) in the official language(s) of the jurisdiction(s) in which the Product is delivered.

**29. Conflict Minerals.** At Buyer’s request, Seller will certify its compliance with the Conflict Minerals Regulations (as defined below), and any other directive, law, rule or regulation related to conflict minerals or extended minerals, within a reasonable timeframe and in a format acceptable to Buyer. For purposes of this Section 29, the term “Conflict Minerals Regulations” collectively refers to 17 CFR 240.13p-1, which is the Securities and Exchange Commission (SEC) rule implementing Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, as well as any other state, local national or international laws, directives, rules, or regulations governing conflict minerals or responsible mineral sourcing. At Buyer’s request, Seller shall also provide updates to Buyer when legal or regulatory changes, mineral sourcing changes, or Product changes create a need for updated information. In addition, Seller warrants and covenants that Seller’s products comply with the Conflict Minerals Regulations and the Buyer’s Responsible Minerals Sourcing Policy, a copy of which is available upon request. Seller acknowledges and agrees that it has had the opportunity to review, and is fully aware of its obligations under, the Conflict Minerals Regulations and Buyer’s Responsible Minerals Sourcing Policy, including but not limited to Seller’s obligation to avoid the use of conflict minerals and extended minerals that directly or indirectly finance or benefit the illegal armed groups in conflict and high-risk areas.

**30. Environmental Regulations.**

(a) **ROHS Compliance.** Seller shall ensure that the Products do not contain any restricted hazardous substances in concentrations exceeding the maximum concentration values specified in Directive 2011/65/EU (RoHS 2) and Directive (EU) 2015/863 (RoHS 3), as amended, or in any similar laws, directives, rules, and regulations applicable in jurisdictions where the Products are manufactured, sold, purchased, or used. If any Product contains such restricted hazardous substances above the permissible thresholds, Seller must identify and communicate the applicable exemption(s) under Annex III of Directive 2011/65/EU, including the exemption number and its specific application or such other law or regulation as may be applicable. Seller shall disclose to Buyer any other relevant information regarding RoHS or any similar laws, directives, rules, and regulations applicable in any jurisdiction where Products are manufactured, sold, purchased, or used.

(b) **WEEE Compliance.** At the time of delivery, all Products must comply with Directive 2012/19/EU on Waste Electrical and Electronic Equipment (WEEE), or any similar laws, directives, rules, and regulations applicable in jurisdictions where the Products are manufactured, sold, purchased, or used. Seller shall maintain traceability records for products for a minimum of seven (7) years, including

part numbers, quantities, and revision status of all Products supplied to Buyer.

- (c) **TSCA Compliance.** Seller shall ensure that all Products comply with the U.S. Toxic Substances Control Act (TSCA), including all applicable reporting, recordkeeping, and restriction requirements. In accordance with the reporting rule TSCA Section 8(a)(7), the Seller shall disclose the presence and concentration of any per- and polyfluoroalkyl substances (PFAS) in Products.
- (d) **REACH and UK REACH Chemical Registration Compliance.** Seller shall ensure that all Products comply with the registration obligations under Regulation (EC) No. 1907/2006 on Registration, Evaluation, Authorization, and restriction of Chemicals (REACH), UK REACH, and any similar laws, directives, rules, and regulations applicable in any jurisdiction where Products are manufactured, sold, purchased, or used. Where Buyer is the importer of chemicals (including polymers) into the European Union (EU) or Great Britain (GB), Seller shall ensure that an Only Representative (OR) has been appointed to fulfil the REACH registration obligations on behalf of the importer for all relevant monomers and other substances. Seller shall provide Buyer with a valid OR appointment letter and shall ensure that Buyer receives a letter of import coverage prior to the shipments. If the monomer substances and any other substances used for the manufacturing or formulation of the polymer have already been registered upstream in the supply chain, Seller shall instead provide a written certification of REACH registration compliance prior to shipment, confirming Buyer's status is regarded as a downstream user.
- (e) **Microplastics.** Suppliers of plastic resin pellets shall be solely responsible for ensuring compliance with Commission Regulation (EU) 2023/2055 amending Annex XVII to REACH, specifically with respect to synthetic polymer microparticles (SPM), and any similar laws, directives, rules, and regulations applicable in any jurisdiction where Products are manufactured, sold, purchased or used. This includes the obligation to accurately estimate and report emissions of SPM occurring during the transportation of resin pellets to Buyer facilities, in accordance with the reporting requirements established by the European Chemicals Agency (ECHA).
- (f) **Disclosure of Restricted Substances and SVHCs.** Seller shall disclose to Buyer all relevant information regarding substances in products that are on the Candidate List of Substances of Very High Concern for Authorisation, the Authorisation List in Annex XIV of REACH, or the Substances Restricted under REACH (Annex XVII). Upon Buyer's request, Seller shall certify its compliance with the applicable requirements of REACH, UK REACH, and environmental regulations applicable in any jurisdiction where products are manufactured, sold, purchased, or used; and provide supporting documentation.
- (g) **Other Environmental Regulations.** Seller shall comply with all applicable environmental laws, regulations, and directives, including but not limited to those related to: (a) The EU Packaging and Packaging Waste Directive (94/62/EC); (b) The EU Timber Regulation (Regulation No. 995/2010); (c) The U.S. Lacey Act; (d) The Stockholm Convention on Persistent Organic Pollutants (1998); (e) The Montreal Protocol on Substances that Deplete the Ozone Layer (1987); (f) The Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal (1989); (g) The EU Battery Regulation (Regulation 2023/1542); (h) California Proposition 65. Upon Buyer's request, Seller shall promptly provide valid certificates of compliance or other documentation evidencing adherence to any environmental law.
- (h) **PFAS.** Seller is recommended to supply products and materials that do not contain PFAS. If PFAS are present in any Products, Seller shall identify the presence with concentration to Buyer, and state their PFAS phaseout plan.

Seller shall also notify Buyer of any current or past involvement of Seller or any of its parents or subsidiaries in PFAS-related litigation in any jurisdiction.

- 31. **Confidential Information.** Seller will not disclose any confidential or proprietary information of Buyer, including, without limitation, the terms and conditions of sale of Products or Services to Buyer. Seller will not use Buyer's confidential or proprietary information except in the manufacture of Products or performance of Services for Buyer. Seller will not publicize the fact that Seller is selling Products to or performing Services for Buyer and will not use any of Buyer's trademarks, service marks or trade names without the express written consent of Buyer. No information disclosed by Seller in connection with any Order shall be deemed to be confidential or proprietary information of Seller unless otherwise agreed in writing by Buyer. All such information shall be acquired by Buyer free of any restrictions, other than any patent rights of Seller, as an integral part of Seller's supply of Products.
- 32. **No Partnership or Joint Venture.** The parties agree that nothing in these Terms will create any agency, employment, partnership, joint venture or fiduciary relationship between Buyer and Seller.
- 33. **Assignment.** These Terms are binding upon, and inure to the benefit of Buyer, Seller and their successors and permitted assigns. Seller may not assign, delegate or subcontract its obligations under any Order, in whole or in part, without Buyer's prior written consent. Any purported assignment, delegation or subcontract made without Buyer's consent shall be void. In no event shall any transfer, assignment or subcontract relieve Seller of any liability under the purchase order.
- 34. **Waiver.** Buyer's waiver of any breach of any provision contained in these Terms will not waive any other breach by Seller. Buyer's delay or failure to enforce its rights under these Terms shall not be deemed a waiver of such rights.
- 35. **Severability.** The invalidity of any portion of these Terms shall not invalidate any other portion of these Terms and, except for such invalid portion, these Terms shall remain in full force and effect. If for any reason any portion of these Terms is illegal or unenforceable, such provision will be severed, and the remainder of these Terms shall be interpreted in a manner that will not affect the enforcement of the remaining provisions.
- 36. **Governing Law;** To the extent not inconsistent with these Terms, all Orders shall be governed by the Uniform Commercial Code as adopted in the State of Delaware and shall otherwise be governed by the internal laws and judicial decisions of the State of Delaware, without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply. All shipping and delivery terms specified herein will have the definitions set forth in the Incoterms 2020 published by the International Chamber of Commerce. **SELLER AND BUYER DO HEREBY ACKNOWLEDGE AND AGREE THAT ALL BUYER ORDERS ARE PLACED, AND THESE TERMS ARE MADE, ACCEPTED AND ENTERED INTO, IN THE STATE OF DELAWARE.**
- 37. **Venue; Limitation of Actions - US Sellers.** **WHERE SELLER HAS ITS PLACE OF BUSINESS OR IS INCORPORATED IN THE UNITED STATES, SELLER HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE COURT LOCATED IN NEW CASTLE COUNTY, DELAWARE OR ANY FEDERAL COURT LOCATED IN THE DISTRICT OF DELAWARE AND CONSENTS THAT ALL SERVICE OF PROCESS BE MADE BY REGISTERED OR CERTIFIED MAIL DIRECTED TO IT AT ITS ADDRESS SET FORTH ON THE APPLICABLE ORDER. NOTHING IN THESE TERMS AFFECTS THE RIGHT OF BUYER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO BRING ANY ACTION OR PROCEEDING AGAINST SELLER IN THE COURTS OF ANY OTHER JURISDICTION THAT HAS JURISDICTION OVER SELLER. TO THE EXTENT PERMITTED BY LAW, SELLER WAIVES TRIAL BY JURY AND WAIVES ANY OBJECTION THAT IT MAY HAVE BASED ON LACK OF JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS TO THE CONDUCT OF ANY PROCEEDING**

ARISING OUT OF OR IN CONNECTION WITH THE ORDER OR THESE TERMS.

38. **Arbitration; Non-US Sellers.** WHERE SELLER DOES NOT HAVE ITS PLACE OF BUSINESS IN THE UNITED STATES AND IS NOT INCORPORATED IN THE UNITED STATES, THE PARTIES AGREE THAT ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO BUYER'S ORDER OR THESE TERMS, OR THE BREACH, TERMINATION, OR VALIDITY THEREOF, SHALL BE DETERMINED BY ARBITRATION ADMINISTERED BY THE INTERNATIONAL CENTRE FOR DISPUTE RESOLUTION IN ACCORDANCE WITH ITS INTERNATIONAL ARBITRATION RULES. THE PLACE OF ARBITRATION SHALL BE WILMINGTON, DELAWARE, U.S.A. AND THE LANGUAGE OF THE ARBITRATION SHALL BE ENGLISH. THE PARTIES FURTHER AGREE THAT, UPON REQUEST, THE ARBITRATOR(S) SHALL PERMIT BUYER ACCESS TO ANY AND ALL DOCUMENTS REQUESTED PURSUANT TO SECTION 13 OF THESE TERMS. IN THE EVENT THAT IT IS NECESSARY TO SEEK TO RECOGNIZE AND/OR ENFORCE THE ARBITRATION AWARD, THE PARTIES HEREBY CONSENT THAT ALL SERVICE OF PROCESS BE MADE BY REGISTERED OR CERTIFIED MAIL DIRECTED TO IT AT ITS ADDRESS SET FORTH ON BUYER'S ORDER. NOTHING IN BUYER'S ORDER OR THESE TERMS AFFECTS THE RIGHT OF BUYER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW. JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. NOTHING IN BUYER'S ORDER OR THESE TERMS WILL PREVENT EITHER PARTY FROM RESORTING TO JUDICIAL PROCEEDINGS FOR THE LIMITED PURPOSE OF SEEKING INJUNCTIVE OR OTHER INTERIM RELIEF. IN SUCH EVENT, THE PARTIES HEREBY CONSENT THAT ALL SERVICE OF PROCESS BE MADE BY REGISTERED OR CERTIFIED MAIL DIRECTED TO IT AT ITS ADDRESS SET FORTH ON BUYER'S ORDER.