

PURCHASE ORDER TERMS AND CONDITIONS

These Purchase Order Terms and Conditions ("P.O. Terms and Conditions") are hereby incorporated in and form a part of the Purchase Order for the provision of Goods or performance of Services to which they are attached (collectively referred to herein as the "Purchase Order Agreement" or "P.O. Agreement"). For the purpose of this P.O. Agreement, the "Buyer" shall be the entity acquiring goods or materials pursuant to the Purchase Order and the term "Seller" shall refer to any party which, by means of the Purchase Order, contracts with Buyer to provide Goods or perform Services (the "Work"). Collectively, Buyer and Seller may be referred to as the "Parties," or individually as a "Party". Acceptance of this P.O. Agreement may only be on the terms stated herein, except as otherwise specifically authorized in writing by Buyer. Except as provided herein, it is a condition of this P.O. Agreement that any unauthorized modification by Seller of the P.O. Terms and Conditions herein contained shall have no force or effect and Seller hereby agrees that any such provisions or modifications shall not constitute a part of this Agreement. Only an authorized agent of Buyer may issue a Purchase Order.

For purposes of this P.O. Agreement, "Goods" shall mean the merchandise, equipment, material, or supplies for which a Purchase Order has been issued. "Services" shall mean all tasks, activities, functions, solutions, assistance, support, or operations provided, performed, or rendered by the Seller for the benefit of the Buyer pursuant to the Purchase Order to which this P.O. Agreement is attached.

1. ACCEPTANCE OF PO

Seller's written acceptance or confirmation of the Purchase Order, or commencing performance of the Services, or shipment of the Goods, shall constitute acceptance of this P.O. Agreement by Seller, and a binding contract between Buyer and Seller shall be formed thereby. No additional or inconsistent provision in Seller's acceptance or confirmation shall be effective unless accepted in writing by an authorized representative of the Buyer. Seller's quotation is incorporated in and made a part of this Agreement only to the extent of specifying the nature and description of the goods and/or services ordered, and then only to the extent that such items are consistent with the other terms of this P.O. Agreement.

2. PACKAGING

All packages containing Goods, including without limitation, barrels, boxes, bags, crates, drums, kegs, reels, containers, or other packages, must be tagged or marked with Seller's name and the Buyer's Purchase Order number, and if applicable, the Seller's identification number for the shipped Goods. Seller shall pack and ship Goods to prevent damage, to meet the carrier's requirements, and in accordance with applicable law and industry standards. Detailed packing slips will accompany all shipments. Packages and packing material will not be returned to Seller unless specifically set forth in the Purchase Order.

3. NO SUBSTITUTIONS

Substitutions or any change in the prices stated in the Purchase Order shall not be binding on Buyer unless authorized by Buyer in writing, and Buyer will bear no responsibility for unauthorized substitution of Goods or change in prices under said Purchase Order.

4. SHIPPING

Seller will ship Goods in a manner that will achieve Buyer's delivery date. Bills of lading, express receipts, invoices, shipping lists, and other appropriate papers relating to this P.O. Agreement must be sent to Buyer's Accounts Payable department (AP) as indicated on the Purchase Order on the day shipment is made. All such papers shall bear the Buyer's Purchase Order number. All shipments must

be made in the name of Seller and all shipping and invoice requirements must be completed within every particular shipment.

If the shipping date is estimated at the time of acceptance of this P.O. Agreement, Seller must notify Buyer's Supply Chain organization as soon as possible when shipment of the order will be made. If Seller cannot deliver all Goods as specified in the Purchase Order, it must advise Buyer's Supply Chain organization immediately.

5. DELIVERY

Unless expressly stated otherwise in the Purchase Order, all Goods are to be shipped DDP (2020 INCOTERMS), and the place of delivery shall be the Buyer's facility. Seller shall tender delivery in the manner provided in the Purchase Order or as instructed by an authorized representative of the Buyer at the place of delivery. Seller shall prepay all transportation expenses. Title and risk of loss or damage of the Goods delivered in compliance with the P.O. Agreement shall pass to the Buyer upon acceptance at Buyer's facility.

6. INSPECTION

Buyer will have a reasonable time after receipt of Goods and/or Services and before payment to inspect and test them for conformity. Neither payment nor inspection of the Work nor continued use of the Work will constitute acceptance or a waiver of any of Buyer's rights or remedies, or Seller's warranties.

7. ACCEPTANCE AND REJECTION

Buyer reserves the right to accept or reject Work ordered hereunder after the delivery for failure to comply with the requirements of the Purchase Order. In the event of nonconformity, Buyer shall have the right, at its discretion, to (a) reject the Work and cancel the affected Purchase Order, (b) require that such Work be replaced or repaired, where possible, within a reasonable period at Supplier's risk and expense (including shipping charges), or (c) if Buyer has already paid Supplier for the Work, require Supplier to issue a refund or credit to Buyer for the amount paid for the rejected Work. Any notice of rejection issued by Buyer under this Section will include a reasonable description of the deficiencies. In the event that, after acceptance of the Work, the Buyer discovers a defect that could not have been identified through routine inspection, the Buyer may revoke acceptance and said Work will be treated as rejected Work in accordance with this paragraph.

8. INVOICING

When supporting documentation is required, invoices sent for payment without supporting papers will not be paid until all necessary documentation is received. The Date of Receipt will be determined by the receipt of all final documentation. Only invoices sent through email to the invoice address listed in the Purchase Order will be considered received. An invoice to any other Buyer contact does not constitute receipt. Invoices must be addressed to the Buyer company being billed. A courtesy copy may be sent to the Buyer point of contact as stated in the Purchase Order.

Invoices must include the Purchase Order number, or the invoice will be rejected, and payment delayed. Invoice quantities and values must match to those indicated in the Purchase Order. Otherwise, Seller shall request Buyer authorize a change order for the Purchase Order before invoicing. Seller shall send only one invoice attachment per electronic submission.

If the invoice submitted does not comply with these requirements, Buyer's Accounts Payable department (AP) will send Seller a notification. To avoid duplicate invoices in Buyer's process, Seller shall not send a revised copy of the invoice unless requested by Buyer's AP department.

9. PAYMENT TERMS

Unless different payment terms are expressly stated in the Purchase Order to which this P.O. Agreement is attached, all proper and complete undisputed invoices submitted to the Buyer shall be paid within 45 calendar days of receipt of the invoice by the Buyer's Accounts Payable department (AP). Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller under this P.O. Agreement.

10. WARRANTY

With respect to Goods, Seller represents and warrants that: (a) the Goods are new and first-class quality, unless otherwise stated in the Purchase Order, and are in good working order, in conformity with the specifications provided in the Purchase Order or other relevant documentation; (b) the Goods are merchantable and fit for the particular purpose specified by the Buyer or otherwise known to Seller; (c) the manufacture and sale of the Goods to the Buyer is in compliance with all applicable international, federal, state, municipal, and local laws, statutes, ordinances, rules, regulations, and orders; (d) to the extent Goods include software code, such coding is up-to-date and that the Goods contain no harmful code; (e) it has disclosed to Buyer in writing the existence of any third-party code, including open-source code, that is included in or is provided in connection with the Goods and that Seller and the Goods are in compliance with all licensing agreements applicable to such third-party code; and (d) Seller is transferring good and marketable title to the Goods, free and clear of all pledges, liens, charges, encumbrances, or claims of any kind. Seller warrants the Goods as set forth herein for a period of 1 year or for the length of time set forth in the original manufacturer's warranty, whichever is longer, from the date of receipt of Goods by the Buyer ("Warranty Period"). If during this Warranty Period, the Goods fail to conform in any manner to this warranty, Seller shall promptly repair, replace, or otherwise make good, at its own expense to the satisfaction of Buyer, any such nonconforming Goods. If the Seller is required to replace the Goods, the Warranty Period shall be extended for an additional 1 year from the date such Goods are repaired/replaced.

With respect to Services, Seller represents and warrants: (i) that Seller shall perform Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations contemplated in the Purchase Order to which this P.O. Agreement is attached; (ii) Seller shall perform such Services in conformance with the specification in said Purchase Order (if applicable); and (iii) that the performance of Services will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction. Notwithstanding acceptance by Buyer, if, within 1 year from the date of completion, the Services prove to be inadequate or defective, they shall be promptly re-performed to the standards required by this article by and at the sole expense of Seller. The warranty on re-performed Services shall not expire prior to 1 year from the date of completion of Seller's corrective action.

11. GUARANTEE

With the exception of rented equipment, all Goods shall be new and of first-class quality. Surplus, used, or refurbished Goods shall be permitted ONLY if it is so specified in the Purchase Order. If surplus or refurbished material is not specified in the Purchase Order, Seller guarantees that the Goods furnished under the Purchase Order: (a) are manufactured by Seller or another company specified in the item's description; (b) are manufactured of new, never used components; (c) are not in any way refurbished; and (d) were not acquired by Seller through the surplus market. Seller also guarantees that the Work and its use thereof are free and clear of any intellectual property right infringement or misappropriation.

12. IP INDEMNIFICATION AND LICENSE

The Seller shall indemnify, defend, and hold harmless Buyer, its Affiliates, and their respective officers, directors, members, employees, agents, representatives, successors and permitted assigns (“Indemnified Parties”) from any and all demands, damages, losses, liabilities, claims, and causes of action, including attorney fees and court costs, arising out of or in connection with alleged misappropriation or infringement of any intellectual property right based on the use or disposition by the Indemnified Parties of the Work. Seller guarantees that it has full right, power and authority to sell the Work ordered, or will have such power, right and authority before the Purchase Order is filled. The Seller grants to Buyer, and the Buyer hereby obtains, an irrevocable, perpetual, worldwide, paid-up, royalty-free license, including the right to grant and authorize sublicenses, under Seller's intellectual property rights to fully use and enjoy the Work, including, but not limited to, the right to possess and use any and all blueprints, drawings, specifications or other information submitted by Seller either as a part of the Seller's proposal prior to the Purchase Order or in the Seller's performance thereunder. In case the use or enjoyment of any Work is enjoined, the Seller shall at its own expense either (a) procure for the Buyer the right of continued use, (b) replace the same with non-infringing Work of equal capabilities and efficiency, or, if neither is achievable, (c) refund Buyer for the total cost of the loss of use of the Work so enjoined.

13. GENERAL INDEMNITY

To the fullest extent allowed by law, Seller shall indemnify, defend, and save harmless the Indemnified Parties from and against any and all demands, damages, losses, liabilities, claims, and causes of action, including attorney fees and court costs, arising out of or in connection with the performance or failure to perform by Seller under this P.O. Agreement, including without limitation, any act or omission causing bodily injury, death, or damage to property, or failure to comply with applicable law. Seller further agrees that money due to Seller may be retained by Buyer until all such claims or suits shall have settled in full and evidence to that effect is furnished to the satisfaction of Buyer. This indemnity shall survive delivery of Goods and completion of Services rendered hereunder. Buyer may require Seller to defend any suits concerning the foregoing whether justified or not, and Buyer shall have the right to hire its own respective counsel.

Nothing herein shall require indemnification as to any claims against Buyer by its employees arising under applicable workers' compensation law. This indemnity obligation does apply, however, to claims against Buyer by Seller's employees. To the extent that Seller might otherwise be immune from indemnifying Buyer under applicable workers' compensation law, Seller hereby expressly waives this immunity. Moreover, Seller expressly waives any subrogation rights it may have arising from any claim brought by its employees against Buyer for injuries allegedly sustained while performing the Work required under the Purchase Order.

14. OWNERSHIP OF WORK PRODUCT

All work product, documents, data, drawings, inventions, know-how, information, or materials conceived, discovered, developed, or created by Seller in the performance of this P.O. Agreement (collectively, the “Work Product”) shall be owned exclusively by the Buyer. To the greatest extent possible, any Work Product shall be deemed to be a “work made for hire” and owned exclusively by the Buyer. Seller hereby unconditionally and irrevocably transfers and assigns to the Buyer all right, title and interest in or to any Work Product.

15. CONFIDENTIALITY

Except as expressly agreed by the Buyer in writing or in a separate confidentiality agreement between the Parties, Seller shall treat this P.O. Agreement, all Work Product, and all information and materials provided to Seller in connection with the Purchase Order (“Confidential Information”), as strictly confidential in every respect and shall only use such Confidential Information in the performance of the Purchase Order. Seller shall maintain the secrecy of all Confidential Information with the same

degree of care that Seller normally undertakes for the protection of its own confidential information, but in any event, no less than reasonable care. Seller shall refrain from any publicity or advertising concerning the provision of any Work hereunder without Buyer's prior written approval. Failure by Seller to abide by its confidentiality obligations shall be considered a breach, which shall permit the Buyer to terminate this P.O. Agreement immediately, and the Buyer shall incur no further liability with regard thereto. Seller's obligations of confidentiality shall survive completion of the Work and termination of the P.O. Agreement, but shall not apply to the extent the Confidential Information is in the public domain through no fault of Seller, or already in the possession of Seller before receipt hereunder.

16. FORCE MAJEURE

Except for the payment of money when due, if because of Force Majeure (as defined below), either Party is unable to carry out any of its obligations hereunder, then the obligations of the affected Party shall be suspended to the extent made necessary by such Force Majeure and during its continuance, provided however, that the Party giving such notice shall use its reasonable efforts to mitigate the effects of such Force Majeure. "Force Majeure" is defined as an event that was not foreseeable as of the date of execution, was beyond the reasonable control of, and without the fault or negligence of the party affected by the Force Majeure, and which event such party could not have avoided by the exercise of due diligence and reasonable care. Events of Force Majeure may include the following: act of God; explosion; fire; flood; drought; epidemic; earthquake; storm; riot; insurrection; blockade; war or other hostilities; strike, lockout or other industrial disturbance (even if such labor difficulty may have been avoided or may be settled by acceding to the demands of the parties in dispute); act or restraint of governmental authority. Notwithstanding the foregoing, impacts related to the novel coronavirus COVID-19 pandemic or material price increases alone cannot and will not be considered causes to declare Force Majeure. Seller shall submit all Force Majeure claims in writing to the Buyer within 24 hours of the event for acceptance by the Buyer. Acceptance by the Buyer will not be unreasonably withheld. For the avoidance of doubt, Seller shall not be entitled to a price increase as a result of Force Majeure.

17. INSURANCE

Seller shall, before commencing performance of the Purchase Order, procure the following insurance coverage in the following types and amounts, which insurance will endure for the duration of the performance of the Purchase Order and for a period of not less than 2 years after the Goods are delivered or Services are performed: (i) worker's compensation and employer's liability insurance with a minimum limit no less than the greater of \$1,000,000 or the statutory minimum for the jurisdictions in which the Work is to be performed; (ii) commercial general liability insurance including coverage for bodily injury, personal injury, contractual liability, and property damage; and (iii) to the extent a vehicle is used in the provision of the Work, commercial automobile liability insurance. Minimum limits for (ii) and (iii) in conjunction with excess liability or umbrella insurance, in any combination, shall be \$5,000,000 per occurrence and in the aggregate. To the extent Seller will be furnishing any Work related to software or requiring access to Buyer's electronic data or systems, Seller shall further carry cyber liability insurance with limits no less than \$5,000,000 per occurrence and in the aggregate. Insurance carried by Seller shall be considered primary insurance and insurance carried by Buyer shall be considered secondary insurance. Seller shall require that each policy (other than Worker's compensation and Professional Liability) include a waiver of subrogation and endorse the Buyer as an additional insured. Seller waives all right of subrogation against the Buyer regardless of whether Seller's insurance is endorsed accordingly. Seller shall provide certificates of insurance evidencing the required coverage upon request by Buyer.

18. CHANGES, SUSPENSION, AND CANCELLATION

Buyer reserves the right to reschedule any delivery or cancel the Purchase Order to which this P.O. Agreement is attached at any time prior to shipment of Goods or prior to the provision of Services and not be subject to any charges as a result of such rescheduling or cancellation. Buyer reserves the right to cancel the Purchase Order to which this P.O. Agreement is attached, in whole or in part, to suspend

Seller's provision of Work for reasonable periods, or to make changes in specifications or requirements, at any time for any reason in Buyer's sole discretion, effective immediately upon notice to Seller.

19. CANCELLATION FOR CAUSE

Time is of the essence. Buyer reserves the right to cancel the Purchase Order to which these P.O. Terms and Conditions are attached, in whole or in part, upon written notice to Seller if: in Buyer's judgment, Seller fails to proceed expeditiously with delivery or performance; the Work fails to conform to any warranties; Seller fails to perform or otherwise breaches this Purchase Order; or an event occurs that has an adverse impact on Seller's financial condition. In the event of any such cancellation, Buyer reserves the right, without prejudice to any other rights: (a) to refuse delivery of Goods or performance of Services; (b) to return to Seller any Goods already accepted and recover from Seller all payments made for Goods and freight, storage, handling and other expenses Buyer incurs and to be relieved from liability for any future payment to Seller; (c) to recover any payments to Seller for undelivered or returned Goods or for Services to be performed; and (d) to purchase replacement goods and services elsewhere and charge Seller for any resultant losses. Seller may not replace any returned Goods without Buyer's written replacement order. Acceptance of any part of the Purchase Order shall not bind Buyer to accept future shipments of Goods or performance of Services, or deprive it of the right to return Goods already accepted.

20. WORKPLACE AND ENVIRONMENTAL HEALTH, SAFETY, AND SECURITY

The Seller shall furnish the Work in conformity with good safety practices, generally recognized industry standards and practices for similar Work, and all other applicable federal, state and local laws, ordinances, rules, orders, and regulations, including the Occupational Safety and Health Act as amended, as well as those related to environmental, health, and safety. Additionally, if the Purchase Order covers the performance of Services on premises or facilities, or on electric lines or equipment wherever located, owned by the Buyer, Seller shall comply with the following:

- Seller shall abide by all applicable provisions of Buyer's Environmental Health, Safety and Security (EHS&S) and all other Buyer's site policies (including but not limited to compliance with the Buyer's contractor drug testing program) during Seller's performance of the Purchase Order. Seller shall perform all Work without interference to Buyer's employees or operations and keep the Work site clean from rubbish on a daily basis. Upon completion of the Work, Seller shall remove all waste materials unless otherwise agreed in writing by Buyer. Seller shall have and maintain, at its own cost and expense, all permits, licenses, registrations, certifications and other approvals required to perform the Work.
- Seller shall perform all Work in an environmentally responsible manner, including without limitation, providing Material Data Safety Sheet(s) or similar documents for any chemicals (e.g., solvents, lubricants, fuels, oils, inhibitors, etc.) and, if in excess of one gallon, obtaining pre-authorization from Buyer. Seller shall be responsible for all aspects of spill prevention and remediation that is a foreseeable result of the Work, and for all aspects of waste management and disposal generated from its performance of the Work, including among other elements, ensuring that it is properly analyzed and labeled for purposes of handling, storage, transportation, and disposal.
- Seller shall keep and maintain all equipment all of its equipment in good operating condition, including maintenance, repair, cleaning, and re-fueling off the location the Work is being performed unless otherwise agreed to by Buyer, and Seller shall implement precautions against accidents, spills, vapor release, contamination, as well as against equipment misuse and tampering. Additionally, Seller shall not exceed above-ground tank or underground storage tank capacity limits and shall maintain appropriate protective measure for same while on the Work site or on Buyer property. Seller acknowledges that the Work site may contain hazards or hazardous materials, and will inform all its employees and subcontractors that these hazards or hazardous materials may exist prior to performing Work at the Work site.

Buyer reserves the right to audit the Seller's records to assure compliance with the requirements of this Section. The Seller agrees to indemnify the Indemnified Parties against any loss, cost, liability, or damage whatsoever, including attorney's fees, which may result from Seller's violation of this Section. Buyer may, at its sole discretion, stop the Work for environmental reasons, including without limitation, Seller's non-compliance with the foregoing requirements. If Seller's fault or non-compliance causes such a work stoppage, then Buyer shall not be liable for stand-by time, start-up time, or other related costs and expenses.

21. SUBCONTRACTS

Seller shall immediately notify Buyer in writing of the names of any subcontractors proposed to perform pursuant to the Purchase Order. Seller shall not employ any subcontractor to whom Buyer may have a reasonable objection. Seller shall ensure its permitted subcontractors comply with all the terms and conditions of this P.O. Agreement as if they were Seller, and Seller agrees that it is fully responsible to Buyer for acts and omissions of Seller's subcontractors and of persons either directly or indirectly employed by such subcontractors, as well as for the acts and omissions of persons directly employed by Seller. All contracts between Seller and any subcontractor shall expressly provide that no contractual relationship will exist between the subcontractor and Buyer.

22. COMPLIANCE WITH LAWS

Seller shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of the Purchase Order, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, non-discrimination, and licensing laws and regulations. When required or upon written request, Seller shall furnish Buyer with satisfactory proof of its compliance therewith in a timely manner. Without limiting the foregoing, in performing its obligations under this P.O. Agreement, Seller shall also comply fully with all applicable anti-corruption, anti-money laundering, anti-terrorism and economic sanction and anti-boycott laws, including without limitation, the United States Foreign Corrupt Practices Act.

23. GOVERNING LAW AND DISPUTE RESOLUTION

This P.O. Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict-of-laws provisions. Unless otherwise agreed to in writing by Buyer and Seller, any suit or action arising out of a dispute under this P.O. Agreement shall be brought only in a court of competent jurisdiction, state or federal, sitting in New York County, New York. Both Parties accept venue in such county.

24. REMEDIES AND LIMITATION OF LIABILITY

All rights and remedies in this P.O. Agreement are cumulative and are in addition to, and not in lieu of, all rights and remedies provided at law or in equity. IN NO EVENT WILL BUYER BE LIABLE TO SELLER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS TRANSACTION, WHETHER OR NOT BUYER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

25. NON-WAIVER

No waiver under this P.O. Agreement is effective unless it is in writing, identified as a waiver to this P.O. Agreement and signed by the Buyer. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and Buyer reserves its rights to exercise any or all of its

rights under this P.O. Agreement on any future occasion. Neither a failure or delay by Buyer in exercising a right or remedy under this P.O. Agreement, nor any act, omission or course of dealing between the Parties, constitutes a waiver or estoppel of any right, remedy, power, privilege, or condition arising from this P.O. Agreement or at law.

26. MISCELLANEOUS

In the event any provision of this P.O. Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the remaining provisions of this P.O. Agreement shall remain in full force and effect to the maximum extent possible. This Purchase Order (including any material expressly incorporated by reference) constitutes the entire agreement between the Parties and supersedes all proposals or prior agreements, oral or written, and all other communications between the Parties relating to the subject matter hereof, except where Buyer and Seller enter into a written contract for the same Goods or Services, in which case, the terms of such contract are incorporated herein and will govern instead. These P.O. Terms and Conditions may not be added to, modified, superseded, or otherwise altered without Buyer's written consent, and any terms or conditions contained in any communication of Seller (whether in an invoice, clickthrough, or any other form) that are inconsistent with, or add to, this P.O. Agreement, have no force or effect. Provisions of this P.O. Terms and Conditions which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Purchase Order, including without limitation indemnification, warranties, confidentiality, insurance, and compliance with laws.