

Purchase Order Terms and Conditions

1. PURPOSE AND USE. These Terms and Conditions (the “Terms”) apply to the purchase of items by Buyer. The Products or Services, as applicable, may be more fully described in the Specifications (defined below). Changes to these Terms are not part of the Contract unless the Buyer expressly agrees to them in writing. Section 3 describes how the Parties may enter into a binding contract for the Products or Services.

2. CERTAIN DEFINED TERMS.

“Affiliate” of an entity means any other entity that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with such entity.

“Buyer” is Mahar Tool Supply Company as identified in the Purchase Order.

“Contract” is comprised of (a) these Terms, (b) the applicable Purchase Order, (c) the Specifications, if applicable, (d) the current Buyer Supplier Manual located at www.gomahar.com, (e) Releases, if applicable, and (f) any other master agreement, scheduling agreement, or written document issued by or agreed to in writing by Buyer with respect to the Products or Services that reference these Terms. Seller shall access the website above at least annually to ensure it is compliant with the current versions of these Terms, the Supplier Manual, and any other requirements of Buyer.

“Control” (and with the terms “Controlled by” and “under common Control with”) means, with respect to any person or entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of another person or entity, whether through the ownership of voting securities, by contract, or otherwise.

“Customer” means the party to which Buyer sells finished products.

“Information” means trade secrets, patents, copyrights, know-how, formulas, patterns, devices, inventions, processes, records, files, drawings, documents, specifications and similar items disclosed by Buyer to Seller.

“Intellectual Property” means all legally-recognized rights, including all patents or patent applications, copyrights, trademarks, trademark registrations, trade secrets and any other item considered intellectual property under statutory or common law principles in any jurisdiction in the world that provides proprietary or other intellectual property rights; and includes, without limitation, all ideas, concepts, know-how, techniques, processes, methods, sketches, drawings, tooling prints, manuals, works of authorship, models, inventions, developments, designs, devices, tooling, prototypes, samples, gages, algorithms, controls logic, software (in both source code and object code formats), patterns, compilations, formulas, experiments, specifications, testing plans, product plans, and other technical information and materials.

“Laws” means applicable country, federal, provincial, state, local, and foreign laws, rules, regulations, standards, and other legal requirements, including but not limited to the U.S. Federal Occupational Safety and Health Act of 1970, the U.S. Federal Hazardous Substances Act, the U.S. Transportation Safety Act of 1974, the U.S. Hazardous Materials Transportation Act, the U.S. Clean Air Act, the U.S. Toxic Substances Control Act, the U.S. Clean Water Act, the U.S. Resource Conservation and Recovery Act, Sections 6,7, and 12 of the U.S. Fair Labor Standards Act, the U.S. Foreign Corrupt Practices Act (“FCPA”), the United Kingdom Anti-Bribery Act of 2010 (“Bribery Act”), all supply chain due diligence laws, and such amendments to such laws and regulations and policies, orders, permits, licenses and governmental approvals promulgated or issued thereunder. “Data Protection Laws” means applicable country, federal, provincial, state, local, and foreign laws, regulations, and other requirements, including but not limited to Section 5 of the U.S. Federal Trade Commission Act, the California Consumer Privacy Act/California Privacy Rights Act (“CCPA/CPRA”), the Virginia Consumer Data Protection Act (“VCDPA”), the Colorado Privacy Act (“CPA”), the Utah Consumer Privacy Act (“UTCPA”), and the Connecticut Data Protection Act (“CDPA”); the EU General Data Protection Regulation, the Brazil Law Concerning the Protection of Personal Information (“LGPD”), the Canada Personal

Information Protection and Electronic Documents Act (“PIPEDA”), the Mexico Federal Law on the Protection of Personal Data held by Private Parties (“LPDP”); and other similar laws, regulations, and other requirements.

“Losses” means all loss, cost, liability, damage, penalty, fine, judgment, claim, remediation costs, cybersecurity-related costs such as identity protection and ransom, or other expense (including reasonable attorneys’ fees, costs of in-house counsel, and forensic and investigation costs).

“Party” means Buyer or Seller, as applicable.

“Products” means the Products identified in any applicable Purchase Order.

“Purchase Order” is a document issued by Buyer to Seller to evidence Buyer’s purchase of Products and/or Services.

“Purchase Price” means the price for the Products and/or Services to be paid by Buyer to Seller as set forth in the Purchase Order.

“Release” is any written document or communication (electronic or otherwise, including but not limited to, via Electronic Data Interchange or “EDI”) that may include rolling non-binding forecasts, authorizations, manifests, broadcasts, firm orders, scheduling agreements, delivery schedules/call offs, or any other written document or communication (electronic, EDI, or otherwise) whereby Buyer communicates to Seller its necessary Product quantities or delivery dates, where applicable.

“Seller” means the entity from which Buyer purchases Products or Services under a Purchase Order.

“Services” means the services identified in a Purchase Order, Specifications, or one or more of such documents.

“Specifications” means all specifications, written instructions, manuals, all drawings, including the component drawings, specification sheets, statements of work, Buyer Supplier Manual, samples and such other technical details, data or proprietary information relating to a Product identified in a request for quotation, quotation, Purchase Order, Release, or similar writing.

3. OFFER, ACCEPTANCE, ORDER OF PRECEDENCE.

3.1 Each Purchase Order is an offer to Seller by Buyer for the purchase of Products and/or Services identified in that Purchase Order. Seller accepts the Purchase Order(s) upon the first to occur of the following: (a) if Seller fails to object to it in writing within five (5) business days after receipt, (b) Seller’s commencement of any work or services that are related to or in anticipation of performance of the Purchase Order, or (c) Seller’s acknowledgement of the Purchase Order in writing.

3.2 Seller’s acceptance of the Purchase Order is limited to the specific terms of the Purchase Order. Any additions, modifications, or different terms proposed by Seller, including any standard terms or forms that Seller may use or submit to Buyer, are material and expressly rejected and are not part of the Contract unless specifically agreed to in a writing signed by an authorized representative of Buyer. Any reference on the face of the Purchase Order to Seller’s quotation or other prior communication does not imply acceptance of any term, condition, or instruction in the quotation, but is solely to incorporate the description or specifications of the Products or Services to be supplied to Buyer, and only then to the extent that such description or specifications are not in conflict with the Specifications.

3.3 Upon acceptance of the Purchase Order as specified in Section 3.1 and 3.2, the Purchase Order becomes part of the parties Contract with respect to the Products and/or Services specified therein, along with the Terms, Buyer’s Supplier Manual, Releases, and any other written agreement signed by the Parties concerning the Products and/or Services, if any.

In the event of any conflict between any of the documents that comprise the Contract, the following priority shall be applied: (a) any written agreement concerning the Products or Services signed by the Parties; (b) any Release issued by Buyer concerning the Products (excluding references to the Terms); (c) the Purchase Order (excluding references to the Terms); (d) the Terms; and (e) Buyer's Supplier Manual.

4. PRICE.

4.1 Buyer may issue Purchase Orders for the purchase of Products and/or Services. The Purchase Price specified in the Purchase Order is firm unless otherwise stated in the Contract. The Purchase Price includes all subcontracting costs associated with the Products and/or Services. Buyer will have no responsibility for any increased costs incurred by Seller in connection with any raw materials or subcontractors unless such additional costs have been negotiated and agreed to in advance and in writing by Buyer. Seller may not refuse to sell Products and/or Services to Buyer to force any modifications to the Purchase Price.

4.2 Seller warrants that the Purchase Price is no less favorable than prices given by Seller to any other customer for like Products or Services (after consideration of all discounts, rebates, and allowances).

4.3 The Purchase Price includes all country, federal, state, local taxes, and VAT that the Seller is required by law to collect from Buyer and from which Seller cannot obtain an exemption after Seller has made all reasonable efforts to mitigate. Such taxes shall be separately stated on Seller's invoices and shall be paid by Buyer, unless an exemption is available regardless of whether Seller has obtained the exemption or not.

4.4 Unless otherwise stated in the Contract, no additional charges for packing, cartage, storage, drayage, and transportation will be included in the Purchase Price.

5. TRANSPORTATION; DELIVERY.

5.1 Deliveries must be made in quantities and at times specified on the face of the Purchase Order or a Release and time is of the essence. Buyer will not be required to pay for Products delivered to Buyer that are in excess of quantities specified in a Purchase Order or Release. A Purchase Order or Release is subject to cancellation if the subject Products or Services are not shipped or delivered at the specified time. The Buyer may reject any deliveries made after or before the specified shipping or delivery date.

5.2 If Seller fails to have Products ready for shipment in time to meet Buyer's delivery date and/or delivery schedules, Seller will be responsible for any additional costs of premium or expeditious transportation of Products. The Buyer will have the right to either arrange for expeditious shipment of the Products or require the Seller to ship the Products, and the Seller will pay or reimburse the Buyer for the entire cost of such expeditious shipment.

Products shipped or delivered after the time specified may be returned by the Buyer at the Seller's expense. Receipt of such Products by Buyer shall not be deemed a waiver of Buyer's right to hold the Seller liable for any loss or damages resulting from untimely shipment or delivery, nor shall it act as a modification of the Seller's obligation to make future deliveries in accordance with the delivery schedule.

5.3 Unless otherwise stipulated on the face of the Purchase Order or as modified by specific routing instructions from Buyer, Products shall be shipped "FOB" destination. The risk of loss and title to Products shall pass to Buyer only upon delivery to Buyer's specified end destination. Delivery in advance of the shipping date specified by Buyer shall not cause passage of title nor transfer of risk of loss, nor shall it establish FOB point. Transportation charges on Products delivered FOB destination must be prepaid by the Seller. No charges for unauthorized transportation will be allowed. Unauthorized transportation charges not prepaid will be offset by Buyer.

5.4 Seller will pack, mark and ship Products as instructed by Buyer or the carriers and in accordance with any applicable Laws. All shipments of Products must be accompanied by a packing slip, which describes the articles, states the

Purchase Order number, and shows the shipment's destination. Seller shall promptly forward the original bill of lading or other shipping receipt for each shipment in accordance with Buyer's instructions. Products (including any equipment) shipped under this Purchase Order must be shipped without oil or any other fluids. The seller shall bear all liability if the shipment does not comply with the requirements of this Section.

5.5 No additional charge will be allowed for packing, crating, freight, express shipping, or cartage unless specified on the face of the Purchase Order. Unless otherwise specified, Seller shall comply with all routing and shipping instructions issued by Buyer. Any loss or damage whenever occurring which results from Seller's improper packaging or crating shall be borne by Seller. All Products shall be properly identified with Buyer's Purchase Order number releasing shipments against the Purchase Order and the item number or other identification number.

6. HAZCOM REPORTING; TEST PRODUCTS.

6.1 If any Products ordered constitute "hazardous or toxic chemicals" as defined by any applicable federal, state or local law, rule, ordinance or regulation, Seller shall provide with the first delivery, all required notices and information, including without limitation all Material Safety Data Sheets ("MSDS") in proper form. Seller agrees to maintain such information current and shall provide Buyer with any amended, altered or revised information on a timely basis. When the Purchase Order(s) or Specifications require documentation or certification, this requirement is a material requirement of the Purchase Order(s). The Seller's failure to provide such information prior to or at the time of the delivery may result in withholding of payment until the same is provided.

6.2 Buyer may at its expense return unopened packages of Products considered to be "test products" to Seller within one year of Buyer's receipt thereof. Said returns shall be for full credit and no restocking charge.

6.3 Buyer may at its expense return opened packages of Products considered by Buyer to be "test products" within one year of Buyer's receipt thereof. Said returns shall be for no credit subject and without any restocking charge.

7. INVOICING; PAYMENT TERMS.

7.1 A Purchase Price shall not be increased or decreased, nor the terms of the Contract changed without Buyer's written consent. Upon receipt of proper invoices, Buyer shall pay the Purchase Price set forth on Buyer's Purchase Order(s) for material and supplies delivered and accepted or services rendered and accepted, and pursuant to the payment terms stated on the face of said Purchase Order, or in any writing signed by the parties.

7.2 All amounts due to Seller shall be considered net of indebtedness or obligations of Seller to Buyer or any of its Affiliates. Buyer may set off against or recoup from any amounts due or to become due to Seller, any amounts due or to become due from Buyer. If Seller's obligation to Buyer is disputed, contingent or unliquidated, Buyer may defer payment of all or a portion of the amount due to Seller until such obligation is resolved. If Buyer reasonably feels itself insecure or at risk, Buyer may withhold and recoup a corresponding amount due Seller to protect against such risk.

8. WARRANTIES OF SELLER.

8.1 Seller warrants that it has clear title to all Products furnished to Buyer, and that the Products are free and clear of any encumbrances. Seller further warrants that all such Products shall conform to (a) the Specifications, (b) the requirements of all Purchase Orders, and (c) all pre-approved samples, if any, and further that such Products shall be merchantable and fit for Buyer's or Customers' intended usage and that such Products shall be free from defects in design, material, and workmanship. Neither approval of the Seller's design nor receipt and/or resale of the Products by Buyer shall release or discharge Seller from liability for damages resulting from a breach of Seller's warranty as set forth herein or as otherwise afforded by applicable law.

8.2 If any defect, failure, or other non-conformity appears, Buyer shall have the right to take the following actions: (1) retain such defective Products and make an equitable adjustment in the Purchase Price for such defective Products; (2) require Seller to repair or replace such defective Products at the Seller's sole expense, including all shipping,

transportation, and installation costs; or (3) correct or replace such defective Products with similar items and recover the total cost thereof from the Seller. The previously mentioned warranties shall survive acceptance and payment and shall run to Buyer, Customers, and their successors and shall not be deemed to be exclusive but shall be in addition to Buyer's other rights under the terms of the Contract or at law or equity.

8.3 Seller warrants that it shall not make changes of any kind to the Products furnished to Buyer, including but not limited to, changes to the Specifications, Design, raw material, manufacturing facilities, process or procedures used by Seller in the performance of its obligations under the Contract without following the procedures outlined in the Buyer's Supplier Manual.

9. REJECTIONS; RETURNS.

9.1 If any Products or Services furnished hereunder are found by Buyer to be defective in material or workmanship or otherwise not in conformity with the requirements of the Contract, the Buyer, in addition to any other rights which it may have under all applicable warranties or otherwise, may at its option correct or have corrected the nonconformity at Seller's expense, or may reject and return such Products and/or discontinue such Services at Seller's expense. Such Products or Services shall not be replaced or continued by Seller without written authorization from Buyer. Buyer may accept, without prejudice, a non-defective or non-conforming portion of a shipment. Items rejected shall be removed promptly by Seller at its expense and risk. Initial acceptance shall not be conclusive with respect to latent defects, fraud, or with respect to Buyer's rights under Section 7.

9.2 Buyer may, at its expense, return complete packages of unused/unsold Parts to Seller within one year of receipt thereof. Said returns shall be for full credit minus a 10% restocking charge.

10. TERMINATION.

10.1 Buyer's Termination for Default. Buyer may terminate all or any part of a Contract, without liability to Seller if Seller: (a) repudiates or breaches the terms of the Contract, including Seller's warranties, or (b) fails to perform Services or deliver Products in accordance with the requirements of the Contract. Seller will be liable to Buyer for all Losses (including costs and reasonable attorneys' fees) caused by or resulting from its default under the Contract.

Buyer may immediately terminate the Contract without liability upon the happening of any of the following or any other comparable event: (a) insolvency of the Seller; (b) filing of a voluntary or involuntary petition in bankruptcy by or against Seller; (c) appointment of a receiver or trustee for Seller; or (d) execution of an assignment for the benefit of creditors by Seller, provided that such petition, appointment, or assignment is not vacated or nullified within 15 days after such event. Seller shall reimburse Buyer for all Losses Buyer incurs in connection with any of the foregoing whether or not the Contract is terminated.

In any action brought by Buyer to enforce Seller's obligations in connection with the production or delivery of Products, Seller acknowledges and agrees that monetary damages are not a sufficient remedy for any actual, anticipatory or threatened breach and that, in addition to all other rights and remedies that Buyer may have, Buyer shall be entitled to specific performance and injunctive equitable relief, without necessity of posting bond or proof of actual injury or damage, as well as Buyer's Losses, including costs and reasonable attorneys' fees.

The rights and remedies of Buyer in this Section 10.1 shall not be exclusive and are in addition to any other rights and remedies provided by law or stated within the Contract.

10.2 Buyer's Termination for Convenience. In addition to any other rights of Buyer to terminate the Contract, Buyer may terminate all or any part of the Contract at any time and for any reason by giving thirty (30) days' written notice

to Seller. Seller may not terminate at its option. Upon receipt of such notice, Seller will immediately stop work on the Contract or the terminated portion thereof and notify any subcontractors to stop work.

In the event of termination under this Section 10.2, Buyer will pay Seller for:

(a) unpaid Products previously delivered and accepted which fully conforms to the requirements of the applicable Contract.

(b) any outstanding balance owed to Seller for tooling that fully conforms to the requirements of the applicable Contract.

(c) undelivered finished Products that: (1) fully conform to the requirements of the applicable Contract; (2) were produced in accordance with delivery or Release schedules approved by Buyer and outstanding as of the date the termination was effective; and (3) are transferred to Buyer.

(d) Actual costs, subject to the limitation in Section 10.3, incurred for work-in-process and raw material that: (1) are not damaged or destroyed; (2) were not purchased by a third party with Buyer's prior authorization in a written notice; (3) cannot be used by Seller to produce Products for itself or other customers; and (4) are transferred to Buyer;

(e) Any other costs or allowances that Buyer, in its sole discretion, may elect to pay.

10.3 Buyer will be liable for costs under Section 10.2(d) only to the extent any work-in-process and raw materials were acquired to complete quantities to be delivered in accordance with the Contract or Release(s) approved by Buyer and outstanding as of the date the termination was effective. In no event shall the Seller be entitled to any other damages of any kind other than what is set forth in Section 10.2, including but not limited to incidental or consequential damages. Seller shall advise Buyer in writing of Seller's claim under Section 10.2, if any, within ten (10) days after receipt of the notice of termination.

10.4 Buyer depends on Seller's performance under this Contract to meet its obligations to Customers. Seller may not suspend its performance under this Contract or terminate all or any part of this Contract without the written consent of Buyer. In the event of any dispute between Seller and Buyer in connection with this Contract, Buyer and Seller will work to resolve the dispute in good faith, and Seller will continue to provide Buyer with an uninterrupted supply of Products in accordance with the terms of this Contract.

10.5 In connection with the expiration or termination of the Contract in whole or in part, Seller will cooperate in the transition of supply. Seller will continue production and delivery of all Products or Services as ordered by Buyer, at the prices and in compliance with the terms of the Contract, without premium or other condition, during the entire period Buyer reasonably needs to complete the transition to alternate Seller(s). Subject to Seller's reasonable capacity constraints, Seller will provide special overtime production, storage and/or management of extra inventory of the Products or Services, extraordinary packaging and transportation and other special services (collectively, "Transition Support") as requested by Buyer in writing.

10.6 As an alternative to termination for default pursuant to Section 10.1, Buyer, at its sole discretion, may elect to (1) extend the delivery schedule, and/or (b) waive any other deficiencies Seller's performance, in which case an equitable reduction in the Purchase Price shall be implemented.

11. **EXCUSABLE DELAYS.** Any delay or failure by a Party to fulfill its obligations under this Contract will not be deemed a breach to the extent that Excusable Delay causes the failure or delay. "Excusable Delay" means acts of God, unavailability of electric power, fire, flood, earthquake, tornado, explosions, riot, war, acts of terrorism, embargoes, government actions issued in an emergency, including those that prevent a Party from exercising control over its facility, and any similar circumstance beyond the reasonable control of a Party and without such Party's fault or negligence. Raw material shortages, labor shortages, or system failures are not Excusable Delays, unless directly caused by an event that

constitutes Excusable Delay. The Party impacted by an Excusable Delay must make all reasonable efforts and incur all reasonable costs to mitigate the effect of the Excusable Delay. In no event, however, will Seller's inability to perform as a result of any of the following constitute Excusable Delay: (a) Seller's insolvency or financial condition; (b) change in cost or availability of raw materials or components based on market conditions; (c) change in cost or availability of a method of transportation; (d) changes in, or implementation of new government regulations, taxes or incentives; (e) failure to obtain permits, licenses or other government approvals; (f) failure to use available substitute services, alternate sources, work-around plans or other means by which the requirements of a buyer of products or services substantively similar to the Products or Services would be satisfied; or (g) labor disruptions, strikes, lockouts and slowdowns affecting a Seller's facility or a Seller's sub-Seller's facility. If the nonperforming party cannot provide adequate assurances that the Excusable Delay will last less than 30 calendar days, or if the non-performance exceeds 30 calendar days, the other Party may terminate the Contract by notice given to non-performing Party before performance resumes without liability.

12. RIGHT TO AUDIT.

12.1 Buyer may, at any reasonable time, send its authorized representatives to examine the Seller's documents and materials relating to Seller's obligations under this Contract or relating to Seller's charges to Buyer. At Buyer's request, Seller will provide the Buyer with past, present and pro forma financial reports including, but not limited to, income statements, balance sheets, cash flow statements and supporting data for the Seller and any Affiliate of Seller involved in producing, supplying, or financing the Products, Services, or any component part of the Products or Services.

12.2 Buyer may use financial reports provided under this Section 12 only to assess the Seller's ongoing ability to perform its obligations under the Contract and for no other purpose, unless the Seller agrees in writing. Seller shall maintain all pertinent books and records relating to this Contract for a period of four (4) years after completion of delivery of products pursuant to this Contract.

13. INTELLECTUAL PROPERTY.

13.1 The Parties understand and agree that each Party has developed or owns certain Intellectual Property prior to the execution of this Contract (collectively, "Background Rights"). Background Rights are and shall remain the sole property of each respective Party. If Seller's Background Rights are incorporated into the Products or Services or required to use, make, have made, repair, have repaired or reconstruct the Products or Services, Seller shall grant and hereby grants Buyer and its Affiliates a perpetual, global, fully paid, non-exclusive license to Seller's Background Rights.

13.2 Buyer does not transfer to Seller any of Buyer's Intellectual Property in information, documents, or property that Buyer makes available to Seller. The Seller may, however, use the Buyer's Intellectual Property for the limited purpose of producing and supplying the Products and Services to the Buyer. If the Contract requires that Seller develop works of original authorship, ideas, inventions, know-how, processes, compilations of information, or other Intellectual Property (collectively, "Proprietary Materials") and such development is paid for by Buyer, then all Intellectual Property in such Proprietary Materials is owned by Buyer (the "Developed Intellectual Property"). To the extent that the preceding sentence does not convey all right, title and interest in and to the Developed Intellectual Property to Buyer, Seller shall assign and does hereby assign to Buyer, Seller's entire right, title and interest in and to all Developed Intellectual Property. If applicable Law prohibits the assignment of Developed Intellectual Property to Buyer, Seller shall grant and hereby grants Buyer and its Affiliates a perpetual, global, fully paid, non-exclusive license to the Developed Intellectual Property. Seller shall promptly notify Buyer of any Developed Intellectual Property, providing such detail and information as is reasonably necessary. Seller shall take all action and execute all documents necessary to perfect Buyer's ownership of all Developed Intellectual Property, as Buyer may request from time to time. The Buyer shall retain all rights to current and future modifications made by either Party to the Developed Intellectual Property. Upon termination of this Contract or upon request by Buyer at any time, Seller shall deliver to Buyer all tangible Developed Intellectual Property and any copies then in Seller's possession or under Seller's control.

13.3 Seller represents, warrants, and agrees that the Products and Services Seller furnishes to Buyer under the Contract will not infringe any Intellectual Property by reason of their manufacture, use or sale, and will not misuse or

misappropriate any trade secret. Seller shall indemnify, defend, and hold harmless Buyer, its Affiliates, Customer, and each of their respective employees, agents, officers, shareholders, and directors and users of its and their products, and their respective successors, assigns (the "Indemnitees") from and against Losses arising out of the actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign Intellectual Property by reason of the manufacture, use, or sale of the Products or Services under the Contract, including infringement arising out of compliance with Specifications furnished by Buyer, or for actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from Seller's actions. At Buyer's sole discretion, if the Products or Services are alleged to infringe or their use is enjoined, Seller will at its expense: (i) modify the Products or Services to be non-infringing; (ii) obtain for Buyer a right or license to continue using the Products or Services; or (iii) procure and deliver to Buyer alternate Products or services that meet the requirements of the Contract so that Buyer has the right to use and to sell products with alternate Products or services.

13.4 Seller grants to Buyer a permanent, paid-up license to use, repair, modify and sell any operating software incorporated in the Products in conjunction with the use or sale of the Products. In addition, all works of authorship, including software, computer programs and databases (including object code, micro code, source code and data structures), and all enhancements, modifications and updates and all other written work product or materials that are created in the course of performing this Contract, separately or as part of any Products and components, are "works made for hire" and the sole property of Buyer. To the extent that such works of authorship do not qualify under applicable Law as works made for hire, Seller assigns to Buyer all right, title and interest in any intellectual property rights in such works of authorship. If such assignment is not possible under any applicable law, Seller grants an exclusive, world-wide, royalty-free license to Buyer with respect to such works of authorship.

14. **INDEMNIFICATION.** Seller will indemnify, defend, and hold harmless the Indemnitees and users of its and their Products against any and all Losses that are alleged to relate to or arise from: (a) personal injury, death, or damage to any property in any way connected with Seller's performance of this Contract or the Products and/or Services, (b) failure of the Products or Services to comply with the representations and warranties contained in this Contract, (c) Seller's failure to perform its obligations under the Contract, (d) the performance of any service or work by Seller or its employees, agents, representatives and subcontractors on Buyer's or Customer's premises or the use of Buyer's or Customers' property, except to the extent such liability arises out of the gross negligence or willful misconduct of Buyer or Customer, or (e) failure of the Products or Services to comply with applicable Laws. The Seller expressly waives its immunity, if any, under applicable workers' compensation laws if such immunity may affect this indemnification obligation.

At Buyer's request, Seller shall defend such claims or suits at Seller's expense by reputable counsel satisfactory to Buyer. Buyer will have the right to control the defense of any claim made against Buyer. This indemnity will survive acceptance of the Products or completion of the Services, the expiration of the warranty covering the Products or Services, and any expiration or termination of the Contract.

15. **INSURANCE.** Seller shall maintain and carry property and general liability insurance, including public liability, property damage liability, product liability, and contractual liability coverage, and workers' compensation and employers' liability insurance covering all employees engaged in the performance of work pursuant to the Contract; in each case in such amounts and with such limits and with such insurers that are reasonably acceptable to Buyer. Seller shall furnish Buyer with certificates or other satisfactory proof of insurance confirming the foregoing insurance coverage within ten (10) days of Buyer's request. Any such certificate shall provide for terms and conditions satisfactory to Buyer whereby, among other things: (i) the interest of Buyer in such insurance coverage has been recognized, whether by way of designating Buyer as loss payee or otherwise, as may be requested by Buyer from time to time; and (ii) Buyer will receive not less than thirty (30) days prior written notice from the insurer before any termination or reduction in the amount or scope of coverage can occur, with Buyer having the right, but not the obligation, to maintain such insurance coverage prior to the expiration of such notice. The receipt or review of such certificates or other proof of insurance coverage at any time by Buyer shall not relieve Seller from its insurance obligations hereunder or reduce or modify such insurance obligations.

16. **COMPLIANCE WITH LAWS.** Seller shall comply with all Laws, including without limitation any such Laws, rules, ordinances, and regulations in any way pertaining to the manufacture, labeling, invoicing, and sale of the Products

covered by the Contract. Seller warrants that the Products were manufactured, labeled, invoiced, and sold in compliance with the Contract and all Laws. Compliance with Laws and the Buyer's Supplier Manual is a mandatory component of the Contract and applies to the Seller, Seller's employees, and Seller's subcontractors. The Seller shall ensure compliance with the same on the part of its employees and subcontractors. Upon request by Buyer, Seller shall certify in writing, from time to time, its compliance with applicable Laws.

Seller agrees to indemnify and hold harmless Buyer and its Affiliates and Customers, directors, officers, employees, and agents, from and against any Losses for any violation or non-compliance with Laws and/or the Supplier Manual by Seller, its employees, and its subcontractors.

17. **CONFIDENTIALITY.** Seller shall consider and treat all Information as confidential and shall not disclose any Information to any other person or use any Information itself for any purpose other than pursuant to and as required by the Contract, without Buyer's prior written consent. Buyer retains all rights with respect to the Information, and Seller shall not acquire, nor attempt to obtain, any patent, trademark, copyright, license, or other rights in respect of the Information. Seller shall not allow any Information to be reproduced, communicated, or in any way used, in whole or in part, in connection with services or goods furnished to others, without Buyer's prior written consent.

18. **MISCELLANEOUS.**

18.1 Entire Agreement. These Terms constitute the entire agreement between the parties and contain all the agreements and conditions of sale; no course of dealing or usage of trade shall be applicable unless expressly incorporated in the Contract. These Terms may not be added to, modified, superseded, or otherwise altered except by a written modification signed by Buyer's Authorized Agent. Each delivery shall be deemed to be only upon these Terms.

18.2 Assignment. Seller may not assign its rights or delegate its obligations, in whole or in part, under this Contract without Buyer's prior written consent. The sale of a controlling interest in Seller's outstanding voting securities, or a merger or combination involving Seller that changes the voting control of Seller or in which Seller is not the surviving corporation, shall be deemed an assignment of the Contract requiring Buyer's consent.

18.3 Flow Down. The Seller shall ensure that all its liabilities and obligations under these Terms flow down to its suppliers and subcontractors. Seller shall ensure compliance by its suppliers and subcontractors with such liabilities and obligations as required by Buyer and its Customers.

18.4 Limitation of Liability. IN NO EVENT SHALL BUYER BE LIABLE TO SELLER FOR ANTICIPATED OR LOST PROFITS, INTEREST, PENALTIES, OR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR EXEMPLARY DAMAGES OR LIABILITIES IN CONNECTION WITH THIS CONTRACT, WHETHER FOR BREACH OF CONTRACT, TORT LIABILITY, LATE PAYMENT, PROPERTY DAMAGE, PERSONAL INJURY, ILLNESS, OR DEATH OR OTHERWISE.

18.5 Governing Law. This Contract is governed by the laws of Michigan, without regard to conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Products will not apply. The Parties irrevocably consent to the exclusive personal jurisdiction of Michigan, and further consent to venue in the courts of Saginaw County, Michigan, or the United States District Court for the Eastern District of Michigan.

18.6 Waiver. Buyer's failure to insist upon strict compliance shall not be deemed to be a waiver of any right granted to Buyer herein. Buyer shall not be deemed to waive any such right unless the waiver is in writing signed by Buyer's authorized representative; such waiver shall not constitute a waiver of any other default under the Contract.

18.7 Severability. If any provision of these Terms is invalid or unenforceable under any federal, state or local laws, rules, ordinances, regulations or any other rules of law, such provision shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such federal, state or local laws, rules, ordinances, regulations or any other rules of law, and the remaining provisions of these Terms shall remain in full force and effect.