

PLEASE READ: R. E. Purvis & Associates, Inc. Purchase Order Terms & Conditions (“Terms”)

(version: dated April 17, 2025)

Unless both parties have signed a written agreement covering purchase/sale of goods and services, these Terms exclusively govern the goods and services purchased by R.E. Purvis & Associates, Inc. (“Buyer”) from seller (“Seller”), and are hereby automatically incorporated in all Buyer’s orders, approvals, and releases for purchase of goods and services (“PO”) sold or provided by Seller. PO Terms may not be changed except in a writing signed by Buyer’s President.

1. **ACCEPTANCE.** Seller accepts Buyer’s PO upon Seller giving verbal, written or electronic acknowledgement of, or initiates performance under, a PO. In any event, Seller’s failure to reject this PO in writing within 3 business days will be deemed Seller’s acceptance. Acceptance of PO constitutes acceptance of these Terms. Seller’s acceptance is limited solely to Buyer’s PO and Terms, and no other terms apply. All additional, contrary, different, or conflicting term(s) or condition(s) provided by Seller (including without limitation quote, acknowledgement, acceptance, confirmation, invoice, bid, proposal, or other writing) are hereby objected to, rejected, and null and void, unless expressly approved in a writing signed by Buyer’s President. Trade usage, course of dealing, custom, and past performance are superseded by this PO. Terms will govern all purchases made by Buyer until new terms are (i) provided by Buyer to Seller, or (ii) specifically agreed in a writing signed by both parties.

2. GOODS AND SERVICES.

2.1 Seller’s offer(s) to sell goods and services (in the form of quotes or otherwise) will be valid for 90 days, and subject to these Terms.

2.2 Except to the extent prohibited by law, there are no restrictions on Buyer or its customers or end-users’ use or resale of goods and services sold by Seller.

2.3 All goods and services will be delivered to Buyer in strict compliance with all quotes, quantities, pricing, labeling, packaging, design, features, standards, samples, prototypes, drawings, descriptions, specifications, materials, compositions, availability of goods, manufacturing

location, manufacturing equipment, country of origin, production processes, manual or automated process, R. E. Purvis & Associates, Inc. *Supplier Quality Manual*, and other requirements provided by Buyer to Seller or approved in writing by Buyer (the “Requirements”).

2.4 Seller hereby acknowledges that it has access to review, and will comply with, Buyer’s *Supplier Quality Manual*. Seller will flow all applicable business and legal requirements (including without limitation requirements in the *Supplier Quality Manual*) to Seller’s suppliers and sub-suppliers. Supplier acknowledges and agrees the Supplier Manual may be revised from time to time by Buyer and each is hereby incorporated by reference into this PO. Any reference to a Supplier Quality Manual in this PO means the Supplier Manual in effect as of the relevant determination date. Seller’s failure to meet any requirement(s) in Supplier Quality Manual will be a material breach of PO.

3. **QUANTIFY.** Seller will provide the specified quantity of goods at the specified price stated in the PO. Any excess shipped may be held or returned by Buyer to Seller at Seller’s expense and risk. While Buyer will be liable for quantities stated in PO subject to the Terms herein, discussions and documents concerning forecasts (including without limitation historical consumption reports or projected product usage) are not binding on Buyer. Seller will provide Buyer at least 180 days prior written notice if any good or service will be discontinued or terminated in production.

4. **PACKING, PACKAGING, LABELING & LOADING.** All goods supplied by Seller will be coated, packaged, labeled, crated, stored and loaded onboard a carrier, as specified in the PO, Buyer’s Supplier Quality Manual, and in strict compliance with all applicable international, Federal, state and local laws, rules and regulations. Seller will package goods to ensure insurance coverage is not voided by insufficient packaging. Upon request, Seller will provide then-current and complete material specifications for each good supplied.

5. **DELIVERY.** Seller will deliver goods and services in the time period stated in the PO. If any delivery date(s) will not be met, Seller must immediately inform Buyer in writing of such non-delivery and revised delivery date(s), subject to Buyer’s acceptance. If deliveries are not made as Buyer requires, upon Buyer election, Seller will ship the items by expedited delivery (which fees, costs, expenses, and risk will be borne by Seller), or Buyer may terminate this PO in whole or in part and purchase comparable items elsewhere (in which case Seller will reimburse Buyer for any resulting loss and additional fees, costs, and expenses incurred by Buyer and its customers). Unless PO states differently, (a) all goods are sold and shipped Ex Works (according to INCOTERMS 2020), (ii) all shipping and insurance expenses are the responsibility of Buyer, and (ii) Seller will insure goods until Buyer’s carrier obtains physical possession. Risk of loss of, and title to, all goods will pass to Buyer upon actual receipt of goods by Buyer’s carrier.

6. **INSPECTION.** All goods and services will be subject to Buyer’s inspection and rejection at any time. Buyer may charge Seller all expenses of unpacking, examining, repackaging, storing and reshipping any rejected goods and services. Buyer’s right to

reject will extend to goods and services sold to Buyer hereunder which are returned by Buyer’s customers at any time for any reason entitling Buyer to reject. Buyer will have access at all reasonable times to Seller’s facilities for the purpose of inspecting, testing and expediting the goods and services. No review, approval, inspection, receipt, acknowledgment, testing or expediting (or failure to do so) will relieve Seller of its obligations or be deemed acceptance by Buyer.

7. **DEFECTS.** Upon becoming aware of any defect in any good or service, Seller will promptly (but not later than 2 business days of becoming aware) notify Buyer in writing describing the defect, safety risk(s), directions for correcting it, and Seller’s corrective action plan.

8. PRICING & PAYMENT.

8.1 Goods and services will be delivered to Buyer in the quantities and price(s) expressly stated in the PO. Notwithstanding anything that may be to the contrary, Buyer is not responsible or liable for (i) any payments, fees, costs, expenses, or charges, except those expressly specified in Buyer’s PO; or (ii) any amount in excess of the total, aggregate value of each PO authorized by Buyer.

8.2 If Buyer pays for tooling (including without limitation non-recurring engineering (“NRE”) fee or non-recurring set-up charges (“NRSUC”) or is otherwise charged for tools or tooling (including without limitation creation, re-creation, or maintenance of tools or tooling), then, except upon express written authorization of Buyer’s Supply Chain Manager, Seller will only use and run such tools and tooling exclusively for the benefit of Buyer and only sell goods made from such tools or tooling solely to Buyer, and for no one else.

8.3 At Buyer’s election, Buyer will make payments in U.S. Dollars to Seller via ACH, check, wire transfer, or Amex, Visa or MasterCard credit card. Unless PO states differently: payment will be due **net 60** days after Buyer’s receipt of goods and an accurate, itemized invoice. In any event, payment by Buyer will not: (a) be deemed acceptance; (b) constitute waiver of any of Buyer’s rights; or (c) terminate any of Seller’s warranties.

8.4 In addition to any other rights or remedies, at any time Buyer may (a) refuse or limit approval of any invoice for payment, and may reduce or withhold monies or payments to Seller, due to Seller’s errors, defects or non-compliance until such time as Buyer reasonably deems Seller has cured such errors, defects or non-compliance; (b) offset any debt or other financial obligation which Seller owes Buyer against amounts due or which become due Seller; and/or (c) withhold monies otherwise due Seller in amounts as Buyer determines necessary to protect Buyer against loss due to outstanding liens or claims.

8.5 Except for state sales tax (which will be separately itemized and billed at actual on each invoice) required to be paid by Buyer, prices include all applicable Federal, state and local taxes, charges and fees (including without limitation VAT and GST), unless PO states differently. Prices will not include any taxes which Buyer has furnished a valid exemption certificate. If any tax is thereafter refunded to Seller, Seller will promptly pay Buyer such refund amount.

8.6 Seller will keep complete and accurate books and records regarding the goods and services. During the PO term and 10 years thereafter, Buyer may audit, and Seller will provide access to, Seller’s premises, personnel, books, records, information, data, systems, processes and procedures relating to the goods or services provided by Seller to verify compliance with this PO. If any error or deficiency is identified by an audit or otherwise, Seller will take prompt action to correct such error or deficiency and, if applicable, refund Buyer for overpayments.

8.7 Seller’s goods and services will be free and clear of all liens and encumbrances. If at any time Seller incurs any indebtedness that has or will become a lien upon goods or services (or any part thereof may become a claim against Buyer), Seller will immediately pay such claim and/or cause such lien to be released and discharged at Seller’s expense. Seller will furnish Buyer written proof of payment of all labor, goods, material and other charges relating to the cost of goods and services, which proof will be in the form of waiver of lien or right of lien.

9. CHANGE, CANCELLATION & TERMINATION.

9.1 Seller is responsible to ensure each good meets Requirements. Seller and its suppliers (including without limitation manufacturers and other sub-suppliers) may not change any Requirements without the prior written approval of Buyer’s Supply Chain Manager. The foregoing requirement applies whether the change affects costs or price, and regardless of the type of change, including product improvements.

9.2 Upon written notice, Buyer may change a PO prior to shipment of goods or performance of services. If any change causes an increase or decrease in the cost or price of, or time for the performance for, goods or services, parties will make an equitable adjustment in the contract price and/or delivery date(s). Any Seller claims against Buyer for adjustment must be made in writing no more than 5 days of receipt of such change. All adjustments must be approved in writing by Buyer.

9.3 Upon written notice, Buyer may immediately terminate a PO, in whole or in part, at any time without cause and without liability except, unless the termination is due to Seller’s breach, Buyer will pay Seller the reasonable and actual pro-rata cost of approved and accepted goods and services actually and properly performed according

to this PO before Seller's receipt of Buyer's termination notice. Such amount (A) will be reduced to the extent Seller repurchases or resells such goods and/or services; and (B) will not exceed the aggregate commitment specified in Buyer's PO. Seller will not be entitled to any compensation for loss of anticipated profits, unallocated overhead, downtime, consequential damages or other payments or compensation of any kind. Seller will use best efforts to mitigate all cancellation and termination fees, costs, expenses, damages and charges that may be assessed Buyer (including without limitation immediately terminating orders, and re-selling goods and services). Any Seller claims under this Section 9 must be asserted in writing in detail within **5 business days** of receipt of Buyer's termination notice. Final adjusted price must be approved in writing by Buyer.

9.4 Buyer may immediately terminate this PO, or any part thereof, without liability by written notice to Seller if Seller defaults for any reason including, without limitation: (a) Seller fails to comply with any term of this PO (including without limitation failure to meet Requirements or deliver or perform in a timely manner); (b) any material adverse change involving Seller which Buyer in good faith believes may impair the likelihood Buyer will receive timely and full performance; or (c) in the event of suspension of Seller's business, insolvency, institution of bankruptcy or liquidation proceedings by or against Seller, appointment of a trustee or receiver for Seller's property or business, or any assignment, reorganization, or arrangement for the benefit of creditors. Seller will promptly (but not later than 2 business days of becoming aware) notify Buyer of any and all events listed in this Section 9.

9.5 Upon request or receipt of termination notice, Seller will, to the extent specified, stop work and take all action necessary to protect all goods and services and Buyer Property, as defined in Section 18 below, in Seller's care, custody, control or possession in which Buyer has or may acquire an interest. Upon request, Seller will (i) promptly return all Buyer Property and information, and (ii) deliver to Buyer all goods ordered and services in process.

9.6 Seller may terminate this PO at any time without liability at any time upon 180 days prior written notice. Seller may suspend this PO if Buyer fails to pay Seller when due only after Seller provides written notice of such failure to Buyer and Buyer does not cure such failure within 30 days of receipt of written notice from Seller.

10. **WARRANTIES.** In addition to all warranties, rights and remedies available to Buyer at law or in equity: (A) Seller warrants, for a period of 2 years from delivery to Buyer, to Buyer and its customers and end-users that all goods will: (i) be new and unused, (ii) be free from defects in materials and workmanship; (iii) strictly comply with all specifications, Requirements, and these Terms; and (iv) be free of any claims by third parties and Seller will convey clear title thereto to Buyer; (B) Seller warrants all services will be performed in a workmanlike and professional manner, and will strictly comply with all specifications, Requirements, and these Terms; and (C) Seller agrees third-party manufacturer's warranty(ies) apply(ies), to the extent transferable to Buyer and/or its customers and end-users. Replaced and repaired goods will have same warranty and warranty period as original warranty described above.

11. **REMEDIES.**

11.1 In addition to all available rights and remedies available to Buyer at law, in contract or in equity, if any goods or services (i) are not supplied, or (ii) are in breach of warranty or found to be defective or not in conformity with the requirements of this PO in any way, Buyer may terminate the PO and/or reject the affected goods or services, in whole or in part, and, at its option and sole discretion: (a) hold or return affected goods at Seller's expense and risk; (b) require Seller, at its expense, to promptly remove, replace, remedy and/or take such action necessary to cure affected goods; (c) require Seller, at its own expense, to re-perform, the affected services; (d) require Seller to grant a full refund to Buyer for the affected good(s) and/or service(s); and/or (e) obtain substitutes and offset, or require Seller to reimburse Buyer for, all additional fees, costs and expenses associated with obtaining such substitutes. In emergencies or if Seller fails to comply with Buyer's foregoing option(s), Buyer may remedy such defects or replace affected goods and services, and Seller will reimburse Buyer upon demand for any damages, losses, fees, costs and expenses to do so. Seller will use best efforts to mitigate any damages or losses to Buyer under this PO.

11.2 Buyer's acceptance of delivery, inspection, or payment for any good or service does not waive any of Seller's warranties or other obligations. Seller will use best efforts to assist Buyer in investigation of, and corrective action for, Buyer or its customer complaints regarding goods and services.

12. **COMPLIANCE.**

12.1 Seller covenants, represents and warrants it and its activities, practices, goods, and services will comply with all applicable international, Federal, state, provincial, regional, territorial and local governmental laws, rules, regulations, ordinances and orders and directives (including without limitation environmental, health and safety, product safety, labeling, packaging, import/export, and labor Laws) (collectively, "Laws") and with sound environmental, health and safety practices.

12.2 Any provision which is required to be part of this PO by virtue of any law, rule, regulation or order is incorporated herein by reference.

12.3 Seller, at its expense, agrees all goods provided by Seller will be handled, used, produced, stored, and disposed of properly and safely. Properly means in compliance of applicable Laws. Safely means safe for Seller, Buyer and its customers' employees as well as the environment. Seller understands the goods (and/or its production process) may be of a toxic or otherwise hazardous nature. Seller warrants each good is in compliance with, or exempt from, applicable Laws (including without limitation

environmental, health and safety, and import/export Laws).

12.4 **Due Diligence for Regulatory Compliance.** Seller, at its own expense, will ensure its business and goods (and associated labeling and packaging) comply with the following:

12.4.1 **EU REACH:** Supplier agrees and warrants that each chemical substance or its preparations on their own or contained in goods sold or otherwise transferred to Buyer is pre-registered if required, and registered if required, under Regulation (EC) No. 1907/2006 ("REACH"), is not restricted under Annex XVII of REACH, and, if subject to authorization under REACH, is authorized for Buyer and its customers and end-user's use. Seller will notify Buyer if it decides not to pre-register or register substances that will be subject to registration under REACH and that are contained in goods supplied to Buyer or supplied to Buyer on their own at least 12 months before their registration deadline. Upon request from Buyer, Seller will provide Buyer with access to all relevant information on substances meeting the criteria under REACH Annex XIV (the "candidate list") including the name of the substance, where the substance is used, and sufficient information to allow Buyer and its customers and end-users to safely use the goods or fulfill its own obligations under REACH.

12.4.2 **EU RoHS:** Seller agrees and warrants that the goods and services will be fully compliant with the European Union Directive No. 2002/95/EC on the Restriction of Hazardous Substances ("RoHS"). Upon Buyer's request, Seller will promptly provide Buyer with access to all information and records evidencing the goods and services are compliant with ROHS. Additionally, upon Buyer's request, Seller will promptly provide material declarations concerning REACH compliance with respect to the goods and services provided to Buyer hereunder.

12.4.3 **ITAR:** Seller acknowledges and agrees that the information (and drawings) may constitute technical data within the definition of the U.S. International Traffic in Arms Regulations (ITAR), and may be subject to the export control laws of the United States. Transfer of this ITAR-regulated technical data by any means to a foreign person or foreign entity, whether in the United States or abroad, without a prior export license or other approval from the U.S. Department of State, is prohibited. Seller will notify Buyer in writing if any information (including drawings) provided by it is regulated by ITAR. Seller will not export any information (including drawings) in violation of ITAR.

12.4.4 **Conflict Minerals:** In accordance with Laws concerning "Conflict Minerals", Buyer and its customers must determine whether its products contain tin, tantalum, tungsten or gold ("3TG") originating in the Democratic of the Congo and adjoining countries ("Conflict Minerals"). If Seller supplies goods containing 3TG to Buyer under any PO, Seller will have a supply chain process to ensure and document a reasonable inquiry into the country of origin of the 3TG minerals incorporated into such goods. Seller will not provide any goods or services containing Conflict Minerals to Buyer. In addition, Seller will promptly provide information to Buyer and/or its customers requests to meet their conflict minerals compliance obligations.

12.4.5 **California Proposition 65:** Seller agrees and warrants that it reviewed, is familiar with, and will comply with the California Safe Drinking Water and Toxics Enforcement Act of 1986 and its implementing regulations ("Proposition 65") in effect in the State of California. Seller is responsible for determining whether any goods or services Seller sells to Buyer requires a Proposition 65 warning, what warning language is required, and how the warning is conveyed for such goods and services in order to ensure warning is in compliance with Proposition 65. If a Proposition 65 warning is required, Seller will provide Buyer with a list of Proposition 65 chemicals contained in each good and service sold or supplied to Buyer that requires and the warning language (for each good and service) that includes the name(s) of the chemical (s) that cause cancer, birth defects, or other reproductive harm. If there is any change to the chemical composition of the good(s), service(s) and/or required warnings, Seller will inform Buyer about such change(s) within 10 days prior to shipment of affected goods and/or services.

12.4.6 **U.S. Toxic Substances Control Act (TSCA).** Seller agrees and warrants that the goods and services do not contain prohibited substances (including without limitation persistent bioaccumulated and toxic (PBT) chemicals, decabromodiphenyl ether (decaBDE), and phenol, isopropylated phosphate (PIP)) in violation of TSCA 15 USC 2601-2697. Upon Buyer's request, Seller will promptly provide Buyer with access to all information and records evidencing the goods and services are compliant with TSCA. Additionally, upon Buyer's request, Seller will promptly provide material declarations concerning TSCA compliance with respect to the goods and services provided to Buyer hereunder.

12.4.7 **Persistent Organic Pollutants (POP).** Seller agrees and warrants that (i) the goods and services comply with Laws regulating the Persistent Organic Pollutants including without limitation (a) Regulation (EU) 2019/1021 of the European Parliament and of the council of 20 June 2019 on persistent organic pollutants, including, but not limited to, all PFOA and PFOS restrictions listed in Annex I, Part A of the regulation, (b) Stockholm Convention on POP, and (c) Aarhus Convention on POP (collectively POP Laws); and (ii) the goods and services do not contain prohibited substances in violation of POP Laws. Upon Buyer's request, Seller will promptly provide Buyer with access to all information and records evidencing the goods and services are compliant with

POP. Additionally, upon Buyer's request, Seller will promptly provide material declarations concerning POP with respect to the goods and services provided to Buyer hereunder.

12.4.8 **PFAS Prohibition.** Seller agrees and warrants that the goods and services do not include all Per- and Polyfluoroalkyl Substances (PFAS) (including but not limited to those contained in OECD PFAS, EPA PFAS, and TSCA PFAS substances lists) in violation of any Laws. Upon Buyer's request, Seller will promptly provide Buyer with access to all information and records evidencing the goods and services do not contain PFAS. Additionally, upon Buyer's request, Seller will promptly provide material declarations concerning PFAS with respect to the goods and services provided to Buyer hereunder.

12.4.9 **Country of Origin.** Seller will comply with all country of origin marking requirements. On non-U.S. made goods, every level of packaging will be marked. Seller will declare the customs country of origin of each line item, either on the invoice or on a separate certificate of origin. If and when issuing special certificates of origin for Free Trade Agreements ("FTA") or Trade Promotion Agreements ("TPA") (e.g., GSP, AGOA, etc.), Seller will identify qualifying products by part number to ensure acceptance of their certificates at destination, and will retain the supporting documentation for 7 years. Seller will provide an annual list of parts with their respective origins and FTA/TPA qualification to simplify origin data management.

12.4.10 If additional Laws are applicable or enacted, the parties agree to cooperate and work together to exchange information about the goods and services (and associated materials and processes) and facilitate compliance.

12.4.11 In any event, Seller will provide requested declarations and information regarding regulatory compliance to Buyer or Buyer's compliance data management vendor (currently Assent) using the requested formats. Seller will provide such declarations or information in a timely basis, within 10 business days from date of request. Seller agrees to respond to and support fulfillment of these requests and to respond to any follow-up communication or inquiries.

12.5 **Government Restricted Parties Lists.** Seller warrants it and its personnel are not listed on any U.S. government Restricted Parties List.

12.6 **Trade Compliance.** Seller will be solely responsible for all trade compliance in connection with the goods and services including without limitation: (a) **Seller will notify Buyer in writing if any good (or component, item or technology) bears any export classification other than EAR-99;** (b) Seller will obtain all import and export licenses and authorizations necessary for Seller and its freight forwarders and shippers to deliver goods to Buyer's-specified destinations; (c) if delivery of goods by Seller involves export of goods outside the United States, Seller will be official "exporter of record" for export of all goods and services (and associated technology and information); (d) Seller will ensure Seller's business, production processes, and goods will comply with all applicable Laws of any jurisdiction or country that may be applicable; (e) Seller will not import any goods or services from any embargoed or banned country or denied party on any banned list in violation of U.S. laws, rules, or regulations, and (f) Seller will not export any goods or services (or export-controlled data, information or technology related thereto) to any embargoed or banned country or denied party on any banned list in violation of U.S. export controls and regulations.

12.7 **Written Certifications.** Upon request, Seller will provide Buyer all reasonable certifications, guarantees, reports, registration numbers, records and other information and documents regarding compliance with Laws and industry standards (including without limitation REACH, RoHS, ITAR, Conflict Minerals, Proposition 65, and country of origin certifications).

12.8 Seller agrees to indemnify and hold Buyer and its customers and end-users harmless from and against any and all claims, damages, liabilities, losses, fines, civil penalties, demands, damages, losses, fees, costs, and expenses (including without limitation reasonable attorney's fees and court costs) Buyer or its customers incur which arise out of or are attributable to Seller's failure to comply with Laws or this Section 12.

13. **CONFIDENTIALITY.** (a) If the parties have entered into a mutual nondisclosure or confidentiality agreement, such agreement will apply to this PO. (b) In addition, "Confidential Information" means all proprietary, confidential or non-public information and materials of Buyer (regardless of medium or form and whether or not designated or marked as confidential) pertaining to Buyer's or its customers businesses (including without limitation Buyer Property). During the term of this PO and forever thereafter, Seller will: (a) keep all Buyer Confidential Information secret; (b) use Buyer's Confidential Information only as necessary to perform its obligations to Buyer; (c) ensure Seller's employees, agents, advisors, and permitted contractors comply with these confidentiality obligations; and (d) not reproduce or disclose Buyer's Confidential Information to any third party without Buyer's prior written consent. Upon Buyer's request, Seller will promptly return and permanently destroy (and certify in writing) all material embodying Buyer's Confidential Information (in all forms and medium). "Destroy" means rendering disclosing party's Confidential Information unusable, unreadable, indecipherable, and irretrievable. Any oral or visual information incapable of return or destruction will continue to be subject to ongoing confidentiality and non-use restrictions of this PO. Seller will use commercially reasonable efforts to prevent transmission or conveyance to Buyer or its customers any viruses, malware, spyware, ransomware, phishing, social engineering, or other harmful, disabling, or malicious code, files, links, content, or messages in connection with Seller's electronic communications (including without limitation email), activities or operations. In addition, any information which Seller may disclose to Buyer with

respect to the design, manufacture, sale or use of the goods or services will be deemed to have been disclosed as a part of the consideration for the PO, and Seller will not assert any claim against Buyer or its customers or end-users due to their use or disclosure thereof. Except upon prior written approval by Buyer's President, Seller will not disclose, publish or use (i) any information, case studies, conclusions or developments from performance of its work or obligations hereunder; or (ii) names or marks of Buyer or its customers.

14. **INSURANCE.** At its own expense, during the term of this PO and 5 years thereafter, Seller will maintain at least \$1,000,000 per occurrence coverage of the following insurance: (a) Commercial General Liability; (c) Employers Liability; and (d) Auto Liability. In addition, Seller will at all time maintain Workers' Compensation in amounts required by law. If Seller provides professional services, Seller will maintain errors and omissions coverage with at least \$1,000,000. If Seller has care, custody, control or possession of any property of Buyer or its customer(s) or other manufacturers or suppliers, Seller will maintain insurance on such property against all insurable risks, listing "R. E. Purvis & Associates, Inc." as 'loss payee'. Each policy will be procured from a company with a Best Rating of A- or better. "R. E. Purvis & Associates, Inc." will be listed as an additional insured on all general liability, auto liability and excess liability policies. All policies will include a waiver of subrogation in favor of Buyer. Upon Buyer's request, Seller will provide insurance certificates evidencing coverages herein.

15. **INDEMNIFICATION.** To the fullest extent permitted by law, Seller will indemnify, defend and hold harmless Buyer, its customers, and their respective affiliates, directors officers, employees, agents and successors and assigns from and against any and all judgments, claims, actions (whether civil, criminal, government, regulatory or otherwise), liabilities, product recalls, damages, losses, suits, proceedings, demands, liens, civil penalties, fines, fees, costs (including without limitation reasonable attorney's fees, consultant fees, expert fees, litigation expenses and court costs) and all other charges and expenses of any nature that Buyer or its customers may incur relating from, or are in connection with: (a) Seller's breach of PO (including without limitation warranty or Terms); (b) any act, error or omission of Seller in connection with performing its obligations under this PO; (c) the transfer, transportation, export, labeling, performance, operation, application, design, re-sale, distribution, or disposal of the goods and/or services sold by Seller; (d) the goods or services allegedly or actually infringe, violate or misappropriate any patent, design, copyright, trade secret, tradename, mark or other intellectual property or proprietary right; (d) any death or injury to any person caused by Seller or its goods or services (or their use or performance); (e) any damage to or destruction of property (including loss of use) caused by Seller or its goods or services (or their use or performance); or (f) any failure by Seller or its activities, goods or services (including without limitation manufacture, possession, use, labeling, export or sale related thereto) to comply with any Laws or standards herein. Buyer may participate in defense of any claim at its own expense. No claim may be settled without Buyer's prior written consent. Buyer will not indemnify Buyer under any circumstances.

16. **FORCE MAJEURE.** If a party cannot perform, in whole or in part, for any reason beyond its reasonable control ("Force Majeure Event"): (i) affected party will promptly (but not later than 2 business days of becoming aware) inform the other in writing of a Force Majeure Event; (ii) such party will be excused from performing to such extent prevented or delayed; and (iii) Buyer may terminate the affected PO(s) without liability upon written notice. Force Majeure Event will not include: (a) any labor dispute; (b) non-performance by Seller's supplier, vendor or contractor; (c) Seller's economic distress; (c) breakdown of tool(s) or tooling; or (d) any delay, cause, act, condition, circumstance, or reason that is foreseeable or preventable by Seller.

17. LIMITATION OF LIABILITY. BUYER WILL NOT BE RESPONSIBLE OR LIABLE TO SELLER OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, CONTINGENT, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOSSES OF ANY TYPE OR KIND (INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUES OR PROFITS) ARISING FROM OR IN ANY WAY CONNECTED WITH THIS PO OR THE BUSINESS TRANSACTIONS OR ACTIVITIES BETWEEN SELLER AND BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH THE DAMAGES ARE SOUGHT. IN ANY EVENT, BUYER'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS, LIABILITIES, AND DAMAGES OF ANY TYPE OR KIND UNDER THIS PO REGARDLESS OF LEGAL OR EQUITABLE THEORY (INCLUDING WITHOUT LIMITATION ARISING OR RELATING TO ANY GOOD OR SERVICE OR THE PERFORMANCE OR BREACH OF THIS AGREEMENT) WILL NOT EXCEED THE CONTRACTED AMOUNT ACTUALLY PAID BY BUYER TO SELLER FOR THE AFFECTED ITEM(S). Any claim or action made by Seller against Buyer based upon breach of contract or any other legal theory (including without limitation tort, negligence, or otherwise) must be commenced within 9 months from the date of Buyer's actual receipt of the good. THE PARTIES EXPRESSLY AGREE THAT THE ABOVE LIMITATIONS ON LIABILITY PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT EVEN IF IT IS FOUND THAT BUYER'S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

18. **OWNERSHIP, INTELLECTUAL PROPERTY & WORK PRODUCT.**

18.1 Buyer owns all right, title and interest in the goods, data, information, documents, materials, designs, drawings, prints, specifications, prototypes, specifications, models, equipment, tools, tooling, dies, gauges, jigs, molds, casts, fixtures, Buyer Confidential Information, property, and deliverables (and associated copyrights, patent rights, trade secrets and all other intellectual property and proprietary rights therein) which are provided by Buyer to Seller (collectively "Buyer Property"). Seller bears all risk of loss and damage/ destruction to Buyer's Property while in Seller's care, custody, control and/or possession.

18.2 Seller will not file any patent or other intellectual property application incorporating, based upon or improving upon any Buyer Property.

18.3 Buyer may remove or cover Seller's name, logo, mark, label and any product name and proprietary rights notice placed or embedded on or in any goods or services, and packaging thereto, and replace with Buyer or another's name, logo, mark, label and/or proprietary notice on, as well as rebrand with alternate product name for, Seller's goods and services, and/or packaging thereto.

18.4 Unless PO states differently, title to the goods and risk of loss will remain with Seller until delivery and acceptance (pending right to inspect) by Buyer. However, the risk of loss of, or damage to, goods which fail to conform to this PO as to give a right of rejection will remain with Seller until cure or acceptance.

19. **GOVERNING LAW & VENUE.** This PO will be governed by the laws of the State of Minnesota, excluding its conflicts of law provisions and choice of law principles. UN Convention on Contracts for the International Sale of Goods will not apply. Each party irrevocably consents and submits, and waives any objection, to exclusive personal jurisdiction and venue in the state and Federal courts of competent jurisdiction in Hennepin County, Minnesota for any dispute. Prevailing party will be entitled to recover all fees, costs, and expenses (including without limitation court costs, experts' fees, collection costs, and reasonable attorneys' fees and costs).

20. **DISPUTE RESOLUTION.** Prior to filing any claim, action or suit (collectively, "Dispute") in a court of law:

(1) *Notification.* Complaining party will notify the other part in writing of any Dispute, detailing the nature and scope of the Dispute.

(2) *Informal Resolution.* The parties will attempt in good faith to resolve any Dispute by negotiation, consultation, and mutual agreement themselves.

(3) *Executive Meeting.* If the Dispute is not resolved on an informal basis within 30 calendar days, upon written notice by either party, executives will meet (either in-person or via online meeting tool) within 30 calendar days to attempt to resolve the Dispute by mutual agreement.

(4) *Non-Binding Mediation.* If executives fail to arrive at a mutually acceptable resolution within 14 calendar days of meeting, the parties will submit the Dispute to a mutually agreed to non-binding mediation service subject to the following:

(a) the parties will submit a joint, written request for mediation, setting forth the subject(s) of the Dispute and the relief requested by each party;

(b) mediation venue will be the federal or state district court in Hennepin County, Minnesota;

(c) the parties will cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings;

(d) the mediator's fees, costs and expenses for the mediation will be shared equally between the parties;

(e) the parties will enter into a written stipulation to postpone litigation activities and stop the running of the applicable statute of limitations until the earlier of the following to occur: (i) the determination by the mediator that there is a deadlock or other inability to proceed with further mediation, or (ii) the passage of 120 days, or such other period as the parties may agree upon in writing, with no resolution having been reached, whichever is earlier; and

(f) that the mediation proceedings (including without limitation all offers, promises, conduct and statements, whether oral or written, made in the course of the

mediation by the parties, their agents, employees, experts and attorneys, and by the mediator and any employees of the mediation service) are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation, arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

(5) *Litigation as Final Resort.* If non-binding mediation fails to arrive at a mutually acceptable resolution of the Dispute by both parties within 30 days of mediation, thereafter either party may resort to litigation (and not binding arbitration) in the appropriate court of competent jurisdiction to resolve the Dispute.

THE FOREGOING MEDIATION OBLIGATIONS WILL NOT APPLY (AND A PARTY MAY IMMEDIATELY RESORT TO LITIGATION) TO THE EXTENT A DISPUTE(S) INVOLVES: BREACH OF CONFIDENTIALITY OR INTELLECTUAL PROPERTY OBLIGATIONS UNDER THIS AGREEMENT; OR CLAIM(S) OF INDEMNIFICATION OR INFRINGEMENT.

21. **NOTICE.** All notices will be written in English and given to (i) Buyer as follows: Attn: President, R. E. Purvis & Associates, Inc., 11400 Hampshire Avenue South, Suite #100, Bloomington, MN 55438; and (ii) Seller at the address specified in the PO. Each party may change such address upon written notice to the other. Notice will be deemed to have been given when delivered in person or one business day after deposit with a commercial courier providing proof of delivery sent with next day service.

22. **MISCELLANEOUS.** TIME IS OF THE ESSENCE FOR PERFORMANCE OF BUYER'S OBLIGATIONS. Seller and Buyer are independent contractors and not an employee, agent, partner, joint venturer, an association of profit, or legal representative of the other. Neither party has authority to assume or create any obligation on behalf of the other party. Seller may not assign or subcontract any rights or obligations under this PO, without Buyer's prior written consent. Buyer may assign or subcontract this PO, without Buyer's prior written consent. Buyer may immediately terminate this PO without liability upon written notice to Buyer, if there is a Change of Control of Buyer. "Change in Control" means (a) the change in power to direct or cause the direction of the management and/or policies of Seller, whether through the ownership of voting securities, by contract or otherwise; (b) the acquisition by any person, entity or group of 33% or more of Seller's outstanding voting securities (or right to received 33% or more of profits) in a single transaction or series of related transactions; (c) a change in 50% or more of the directors of Seller in any 12 month period; (d) a reorganization, merger, consolidation or share exchange in which the shareholders of Seller immediately prior to such transaction hold less than 51% of the outstanding shares of Seller after such transaction; or (e) the sale (in a single transaction or a series of related transactions) of either: (i) all or substantially all of the assets of Vendor, or (ii) the assets which are used to provide goods and/or services to Buyer hereunder. Seller remains responsible and liable for its contractors and suppliers. Seller includes, and will ensure compliance of this PO by, its employees, agents, representatives, contractors, vendors, suppliers and licensors. If any provision of this PO is invalid, remainder will not be affected. The rights and remedies of Buyer herein will be cumulative, in addition to any other rights and remedies provided by law or equity. All these Terms (including without limitation warranties, insurance, indemnification and confidentiality) will (i) survive expiration, termination, suspension, cancellation, completion and end of this PO; and (ii) be fully enforceable thereafter to the full extent necessary to protect the party in whose favor they run. This PO (together with attachments, if any) constitutes the final, complete and entire agreement between the parties and supersedes and replaces all prior and contemporaneous oral and written proposals, quotes, representations, and understandings between the parties with respect to subject matter hereof. This agreement is binding on and inures to the benefit of the parties hereto and their respective successors and permitted assigns.