REV 2025 APRIL

TERMS AND CONDITIONS

PARTIES AND DEFINITIONS. As used herein, the following terms have the following meanings: (a) "Purchaser" shall mean the Purchaser which is issuing this Purchase Order ("Order") for the identified goods ("Goods") on the face of this Order. (b) "Supplier" shall mean the Supplier named on the face of this Order including its officers, directors, employees and agents.

PRICE. Purchaser shall pay Supplier for the Goods delivered at the price set forth on the face of this Order. The price fixed by this Order is not subject to change except as expressly provided herein or by written amendment signed by Purchaser and Supplier. Supplier warrants that the price complies with all applicable laws and regulations. If the price for the Goods is not stated in this Order, the price shall be the price last quoted or paid by Purchaser, or the prevailing market price, if lower. Unless otherwise specified in this Order, the price stated includes adequate packing, insurance, permits, freight, and delivery, such that Purchaser shall not be liable for (and shall not be separately billed for) these items. Supplier warrants that the applicable prices are no more than the prices charged to its other purchasers for contemporaneous sales of similar Goods, in the same or substantially similar volumes, and under substantially similar terms and conditions. Supplier shall continuously decrease its cost of performance and apply the resulting price reduction to the prices set out this Order.

PAYMENT. Purchaser shall pay Supplier for the Goods delivered within sixty (60) days after receipt of an invoice for such Goods unless otherwise stated in this Order. Invoices and packing lists must be dated and numbered, and for each item invoiced, shall show the Order line item number, quantity shipped, quantity backordered, material description, tag number (if applicable) Supplier's part number, net unit price, and extension. Supplier shall not combine two or more item numbers into one lump sum price or two or more Orders on one invoice without advance written authorization from Purchaser. Partial shipments shall be invoiced for only the amounts shipped. Bills of lading and packing slips showing the quantities (including weights and footages where appropriate) of each shipment against this Order shall accompany invoices. All charges covering prepaid freight for Purchaser's account are to be shown as a separate item on the invoice, supported by legible copies of the paid freight bill. The Order number and the name of the person placing the order must appear on the invoice for it to constitute a "correct invoice" hereunder. Delay in receiving Supplier's invoice, disagreement between the invoice and Packing Lists or errors or omissions on either, will be considered just cause for withholding payment. Supplier’s invoice shall be received no later than thirty (30) days after delivery of Goods. Purchaser may withhold payment if (i) in Purchaser’s reasonable opinion, the Goods are defective, or fail to conform to the warranties or representations provided herein, or (ii) Purchaser disputes the correctness of the invoice submitted. In the event Purchaser disputes and invoice in whole or in part, Purchaser shall pay the undisputed portion within the applicable payment period. The Parties shall endeavor to settle and adjust any disputed amount. As a condition to payment, Purchaser may require Supplier to furnish lien waivers from Supplier, its suppliers or subcontractors.

COMPLIANCE. Supplier shall promptly acknowledge receipt and acceptance of this Order. Supplier shall provide the Goods in strict accordance with the specifications described on the face of this Order and exhibits, if any, and the standards prescribed by law or by any governmental body having the right to prescribe minimum standards. Purchaser rejects any nonconformity, substitution, change or delay unless Supplier has received written authorization from Purchaser pursuant to Section 5 (CHANGES) herein. Any rejection or revocation of the Goods due to nonconformity, substitution, change or delay shall be at Supplier's expense.

CHANGES. Purchaser may make changes within the general scope of this Order, including without limitation, additions or reductions in quantities, by issuance of a written Change Order to Supplier.

INSPECTIONS. Purchaser and its authorized representatives shall have the right to inspect and test the Goods at any time during manufacture and prior to shipment and to final inspection and testing within a reasonable time after arrival at ultimate destination. Any such inspection may include testing by Purchaser or third-party contractors. Supplier shall advise Purchaser of the expected fabrication starting date, the other dates of the tests which are to be performed during fabrication and the dates of readiness for final inspection and provisional acceptance tests. Supplier shall bear all costs for testing and inspections required to be performed by Supplier or others retained by Supplier, or required by Purchaser in writing and attached to this Order at the time it is issued. Supplier shall provide without charge to Purchaser and its designees reasonable access to and use of its facilities for tests and inspections. Supplier shall prepare and furnish without additional charge such test reports and analysis certificates in such number as Purchaser may require. The Goods shall not be deemed accepted until after the final inspection and/or operational test. The making or failure to make any inspection of, or payment for, or acceptance of the Goods, shall in no way impair Purchaser's right to reject nonconforming Goods or to avail itself of any other remedies to which Purchaser may be entitled, notwithstanding Purchaser's knowledge of the nonconformity, its substantiality or the ease of its discovery. In the event of rejection of nonconforming Goods, Supplier shall have reasonable time to correct the nonconformance. If Supplier fails to do so within a reasonable time, Purchaser may cancel the Order as to the nonconforming Goods and retain its rights as provided by law. The nonconforming Goods shall remain at Supplier's risk, including cost of return. Supplier's orders to sub-suppliers shall include all of the foregoing provisions including provisions for Purchaser's inspection. In the event any Good(s) is non-conforming in any respect as to legal requirements, Purchaser shall have the right to reject such Good(s), in whole or in part. In the event Purchaser does not reject such Good(s), then Purchaser shall be entitled to any and all remedies provided by law including, but not limited to, (i) conditionally accepting such non-conforming Good(s) subject to an equitable price reduction, (ii) correcting or replacing such non-conforming Good(s) and back charging Supplier for all costs incurred by Purchaser, (iii) recovering by offset or otherwise any and all losses, expenses, costs, price reductions, and damages paid, incurred, or suffered by Purchaser, or (iv) terminating this agreement.

GIFTS AND GRATUITIES. By its acceptance of this Order, Supplier represents that it has not, nor shall it pay any commission, fee, or grant any rebate to any employee of Purchaser, nor favor any employee of Purchaser with any gift or entertainment of more than nominal cost or value, nor enter into any business arrangement with any employee of Purchaser, other than as a representative of Purchaser. Purchaser or its representatives may audit any and all records of Supplier for the purpose of determining whether Supplier has complied with this Section. Supplier shall not pay or give or offer to pay or give any fee, commission, material remuneration or other thing of value to or for the benefit of any government official in violation of the USA Foreign Corrupt Practices Act or any other law applicable to Supplier or Purchaser. If such payments are made, Purchaser shall have no obligation to reimburse Supplier and, to the extent Purchaser has reimbursed Supplier, Purchaser may require Supplier to re-pay Purchaser. In addition, Purchaser shall have the right to terminate the Order and Supplier shall indemnify, defend, and hold harmless Purchaser in connection with such payments.

INTELLECTUAL PROPERTY INFRINGEMENT. Supplier warrants and represents that none of the Goods provided hereunder will infringe upon, violate or misappropriate any patents, copyrights, trademark, trade secret, or other protected property rights. SUPPLIER SHALL AND DOES HEREBY PROTECT, RELEASE, DEFEND, INDEMNIFY, AND HOLD PURCHASER HARMLESS AGAINST ANY AND ALL CLAIMS, JUDGMENTS, LOSSES, LIABILITIES, EXPENSES, AND ANY COSTS RELATED THERETO (INCLUDING WITHOUT LIMITATION COURT COSTS, EXPERT FEES, AND REASONABLE ATTORNEY'S FEES) FOR INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET TRADEMARK, SERVICE MARK OR OTHER PROTECTED PROPERTY RIGHT BROUGHT AGAINST PURCHASER BY ANY THIRD PARTY AS A RESULT OR ARISING OUT OF THE SALE, PURCHASE OR USE OF THE GOODS COVERED BY THIS ORDER. IF, BY REASON OF ANY ACTUAL OR THREATENED CLAIM CONCERNING INTELLECTUAL PROPERTY, SUPPLIER OR PURCHASER IS ENJOINED OR OBSTRUCTED FROM USING ANY GOODS OR SUPPLIER FURNISHED ITEMS, OR PART THEREOF, SUPPLIER, AT ITS OWN EXPENSE, SHALL DILIGENTLY (i) PROCURE THE RIGHT TO USE SUCH GOODS, (ii) SUBSTITUTE EQUIVALENT BUT NONINFRINGING OR NON-MISAPPROPRIATING GOODS, ITEMS, OR (iii) MODIFY THE GOODS OR ITEMS TO MAKE THEM NON-INFRINGING OR NONMISAPPROPRIATING BUT AT LEAST EQUIVALENT TO THE GOODS OR ITEMS THEY ARE SUBSTITUTED FOR.

WARRANTY. In addition to all warranty rights of Purchaser at law or equity, Supplier warrants that all Goods which are the subject of this Order will conform in all respects to Purchaser's specifications, drawings, samples or other descriptions furnished, are fit and sufficient for the purposes for which they are intended; are free of all defects; that all materials are new and unused, except as specified in writing by Purchaser; and that all workmanship and materials shall be of the best quality if no quality is specified. If it appears within one year from the date of placing the Goods into service for the purpose for which they were purchased, or eighteen (18) months after shipment, whichever occurs first, that the Goods, in whole or in part, do not conform to these warranties, and Purchaser so notifies Supplier within a reasonable time after its discovery, at Purchaser's request, Supplier shall thereupon correct or replace the Goods at Supplier's sole expense. Without limitation of its own representations and warranties hereunder (and Supplier shall use commercially reasonable efforts to obtain such warranties that are freely assignable to Purchaser), Supplier agrees to assign and hereby does assign to Purchaser any and all warranties and guarantees from third party subcontractors, suppliers and manufacturers, and to cooperate in the enforcement of such warranties and guarantees. With respect to warranties that are not assignable to Purchaser, Supplier shall use commercially reasonable efforts to cause the manufacturer of such Goods to perform its obligations under any applicable warranties. The foregoing warranties are in addition to any warranty customarily made by Supplier of its products or services and any implied warranties. These warranties and guarantees survive delivery of the Goods and are fully enforceable thereafter.

PACKAGING AND SHIPPING. Supplier shall package the Goods in accordance with good industry practice considering the means of transportation, the amount of handling and the climatic conditions to be expected during the transit. Supplier will also ensure that the Goods are protected against deterioration during transit to the place of delivery. When a factory inspection is provided for, the shipments must not take place until after inspection and approval by Purchaser. If the Goods have not been adequately packed by Supplier or are nonconforming, they may be refused and returned by Purchaser with all transportation charges for both delivery and return borne by Supplier. If routing or shipping is not specified, Supplier shall ship the Goods the least expensive way to meet Purchaser’s delivery time and requirements as specified in the Order. Each package or piece of equipment will be labeled on all sides with the full address of the place of delivery, the reference number indicated by Purchaser in the Order, the reference number on the packing list, its gross weight and dimensions, lifting points and handling instruction. Supplier shall advise Purchaser immediately upon shipment and promptly deliver the original bill of lading to Purchaser. Supplier shall include a packing list that references this Order in all shipments of Goods. Goods shipped without proper release and documentation, as specified by Purchaser, or contrary to Purchaser's instructions, will be at Supplier's risk and expense and if received, may be returned or held at Supplier's risk and expense including all demurrage and storage charges until the proper release documents are received.

DELIVERY. Time is of the essence regarding delivery of Goods which are the subject of this Order. Supplier shall make all deliveries by the date or dates specified on the face of this Order, and by the means and methods specified on the face of this Order. Specified delivery dates may be changed only pursuant to the Change Order provisions set forth in Section 5 (CHANGES), herein. The Goods shall be subject to expediting by Purchaser or its representatives. Order may be terminated by Purchaser if delivery of Goods is not made by the date specified in the Order or, if no date is specified, then within a reasonable time following acceptance of the Order. Purchaser's personnel shall be allowed reasonable access to Supplier's plants, and those of its sub-suppliers, for expediting purposes. As required by Purchaser, Supplier shall supply schedules and progress reports for Purchaser's use in expediting. However, Supplier shall not be liable for delays resulting from any event of force majeure. Force majeure includes events such as acts

of God, war, riots, labor strikes, pandemic, epidemic or national emergency. If such delay actually or may reasonably be expected to extend for three (3) days or more, Purchaser may at its sole option terminate the Order without any liability. In all cases, when a delay in delivery attributable to Supplier is foreseen or foreseeable, Supplier shall bear the additional cost to reduce or eliminate the delay.

WARRANTY OF TITLE. Unless otherwise agreed by Purchaser, title and risk of loss to the Goods shall pass to Purchaser, at Purchaser's named destination as defined in this Order. The risk of damage to or loss of any or all of the Goods which are the subject of this Order shall remain with the Supplier until such Goods are delivered to Purchaser as specified herein. Any Goods damaged or lost prior to the time of delivery to Purchaser shall be immediately replaced, and the replacement Goods shall fully comply with the requirements of this Order. All costs associated with providing the replacement Goods shall be to Supplier's account. Supplier shall be solely responsible for insuring the Goods which are the subject of this Order through the time of delivery to Purchaser, and the cost of such insurance shall be included in the Order price. Supplier warrants that upon delivery, Purchaser will receive good and marketable title to the Goods, free and clear of any lien, security interest or other encumbrance of claim, or to any option or other right in favor of a third party.

TERMINATION. Purchaser may immediately terminate, with or without cause, at its sole discretion, in whole or in part, Supplier's further performance and Purchaser's obligations at any time by notice to Supplier. Upon notice of termination, Supplier shall, if Purchaser requests, promptly transfer and deliver to Purchaser free of any liens and encumbrances any Goods or portion thereof completed, or in process, identified in this Order. In the event of termination for convenience, Supplier shall be entitled to only that amount (the "Termination Price") which bears the same proportion to the total price for the Order, immediately prior to termination, as the conforming items reasonably delivered prior to the date of termination bears to the total Goods provided, or to be provided pursuant to this Order. In the case of Goods specially fabricated to Purchaser's order, the Termination Price shall be an amount equal to Supplier's direct costs reasonably expended or committed to third parties prior to termination, plus Supplier's reasonable costs for prompt orderly termination (less salvage value and amount recoverable by Supplier), plus an equitable profit in relation thereto. In no event shall the Termination Price exceed costs actually incurred plus a reasonable profit. If Supplier is terminated for breach, Supplier shall have no right to recover any profit or additional costs with respect to that portion of the Order which is terminated and Purchaser shall have against Supplier all remedies provided by law and equity. In no event shall Purchaser's liability in respect of this Order exceed the total price for this Order in effect immediately prior to termination. This Section shall not be construed as limiting any other rights or remedies of Purchaser. If Supplier becomes insolvent or bankrupt, or if Supplier does not cure, or if immediate cure is impossible, or if Supplier fails to commence and diligently continue curing, any default of Supplier under this Order within three (3) days after written notice of such default by Purchaser, Purchaser may, by written notice to Supplier, without prejudice to any other rights or remedies which Purchaser may have, terminate further performance by Supplier of this Order. In the event of such termination, Purchaser may complete the performance of this Order by such means as Purchaser selects, and Supplier shall be responsible for any additional costs incurred by Purchaser in so doing. Any amounts due Supplier for Goods delivered by Supplier in full compliance with this Order, prior to such termination, shall be subject to setoff of Purchaser's additional costs of completing the Order and other damages incurred by Purchaser as a result of Supplier's default. Supplier’s performance shall not be excused by strikes, lockouts or other industrial disputes or action among its employees or contractors, the inability of Supplier to obtain credit or financing, or mechanical, electrical or structural failure of its or third-parties’ logistics assets in connection with its performance hereunder.

CONFIDENTIALITY. Supplier shall not disclose any details about this Order without Purchaser’s written consent.

INDEMNITY. SUPPLIER SHALL DEFEND, INDEMNIFY, AND SAVE HARMLESS PURCHASER FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, EXPERT FEES AND LITIGATION COSTS) OF EVERY KIND AND CHARACTER FOR BODILY INJURY, ILLNESS OR DEATH AND FOR ALL LOSS, DAMAGE AND DESTRUCTION OF PROPERTY, VIOLATION OF GOVERNMENTAL LAWS, REGULATIONS, OR ORDERS WHICH ARE CAUSED BY, OR ARISE OUT OF SUPPLIERS, ITS AGENTS' OR EMPLOYEES' ACTS OR OMISSIONS AT THE PREMISES OF THE PURCHASER. IN CASE OF ENTRY BY SUPPLIER, ITS AGENTS OR EMPLOYEES, UPON PURCHASER'S PREMISES, SUPPLIER SHALL TAKE ALL PRECAUTIONS TO PROTECT ALL PERSONNEL AND PROPERTY.

ASSIGNMENT. Supplier may not assign its right or delegate its obligations hereunder without Purchaser's prior written consent, except those rights to proceeds which by law may be assigned notwithstanding a contractual prohibition against such assignment. Purchaser may withhold payment until it has determined to its complete satisfaction to whom proceeds are payable and that Purchaser is fully protected from any possibility of conflicting claims, and from any cost, damage, expense or loss which Purchaser may incur as a result of any actual or attempted assignment, attachment, garnishment, or claim by a third party. Purchaser may assign its rights or delegate its obligations hereunder to another.

COMPLIANCE WITH LAWS. Supplier warrants that all Goods sold hereunder shall be produced, sold, and delivered in strict compliance with all applicable laws and regulations to which the Goods are subject. Supplier shall execute and deliver such documents as may be required to effect or to evidence compliance. Moreover, Supplier shall comply with all policies on Purchaser’s website or otherwise provided by Purchaser in connection with its order.

DRAWINGS AND DOCUMENTS. Supplier must submit to Purchaser all drawings, data, and technical documents ("Documents") necessary for the

installation, use, maintenance, transportation, handling and storage of the Goods. Documents are an integral part of the Order and may be freely used by Purchaser for the purposes of its business. Examination of Documents by Purchaser will not in any way reduce Supplier's responsibility regarding the adequacy of the design and manufacture of the Goods for the purposes for which they are to be used. If Goods are manufactured by Supplier according to specifications established by Purchaser, such specifications (including Documents) will remain (or become) property of Purchaser. Supplier shall return (or transfer with all rights of ownership) all Documents to Purchaser at time of acceptance or delivery of the Goods. Supplier may use Documents submitted by Purchaser only for the execution of the Order.

EQUAL OPPORTUNITY: 41 CFR 60-741.5(a) (individuals with disabilities); 48 CFR Chapter 1 Subpart 19.7 and 15 U.S.C. 637(d) (Small Business); Executive Order 12138 (women-owned businesses); 41 CFR 60-300.5(a) (protected veterans); Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title VII of the Civil Rights Act of 1964, and the Age Discrimination Act of 1975.

EXECUTIVE ORDER 13201 COMPLIANCE. The supplier agrees to comply with the provisions of 29 CFR part 470.

COMPLETE AGREEMENT. This Order constitutes the sole and entire agreement between the Parties hereto and supersedes all prior representations, agreements, understandings and commitments, whether oral or written, concerning its subject matter. Should any part of this Order be held invalid, such holding shall not affect the remaining parts. The terms and conditions of this Order apply and bind Supplier, to the exclusion of any provision of any document furnished by Supplier which is inconsistent with this Order. ANY ACCEPTANCE OR ACKNOWLEDGEMENT OF THIS ORDER BY SUPPLIER SHALL BE EXPRESSLY LIMITED TO PURCHASER'S ORIGINAL TERMS AND CONDITIONS. ANY ADDITIONAL, DIFFERENT OR SUPPLEMENTARY TERMS IN ANY INVOICE, FORM OR DOCUMENT OF SUPPLIER ARE OBJECTED TO AND REJECTED BY PURCHASER. Purchaser's signature on any document of Supplier not in strict compliance with the foregoing, including without limitation, documents accompanying delivery of the Goods shall constitute Purchaser's acknowledgment of receipt of the Goods only, and shall not constitute Purchaser's assent to any terms and conditions contained in such invoice form or document of Supplier. **If the Parties have entered a master purchase agreement or a software purchase agreement or software license agreement ("Purchase Agreement") for the purchase of any Goods, which contains supplemental terms not addressed in this Order, those supplemental terms are incorporated herein. If and to the extent there is any conflict between this Order and the Purchase Agreement, the Purchase Agreement shall prevail.**

CHOICE OF LAW. This Order and the relationship between Supplier and Purchaser shall be construed in accordance with and governed by the laws of the state of Texas without regard to conflicts of law provisions that would direct the application of the laws of another state.