

MOTREX, LLC PURCHASE ORDER TERMS AND CONDITIONS

THIS ORDER INCLUDES AND IS SUBJECT TO THE FOLLOWING COVENANTS, TERMS AND CONDITIONS

1. **ACCEPTANCE, REVOCATION** ACCEPTANCE OF THIS OFFER OR ORDER BY SELLER IS EXPRESSLY LIMITED TO THE EXACT TERMS AND CONDITIONS HEREIN. THE SHIPMENT BY SELLER OF THE GOODS DESCRIBED HEREIN SHALL BE CONCLUSIVELY DEEMED AN UNCONDITIONAL ACCEPTANCE OF THIS OFFER NOTWITHSTANDING ANY PROVISION IN SELLER'S COMMERCIAL FORMS OR OTHERWISE THAT SUCH SHIPMENT IS AN ACCOMMODATION AND IS BEING MADE PURSUANT TO A CONDITIONAL ACCEPTANCE. ANY OF SELLER'S TERMS AND CONDITIONS ARE DEEMED BY BUYER TO BE A MATERIAL ALTERATION AND ARE HEREBY OBJECTED TO BY BUYER, AND WILL NOT BE BINDING UNLESS AGREED TO IN WRITING BY THE BUYER. COMMENCEMENT OF PERFORMANCE BY SELLER OR RETURNING SELLER'S OWN ACKNOWLEDGMENT FORM WILL CONSTITUTE SELLER'S ACCEPTANCE OF THESE PURCHASE ORDER TERMS AND CONDITIONS NOTWITHSTANDING ANY PROVISION IN SELLER'S COMMERCIAL FORMS OR OTHERWISE THAT SUCH COMMENCEMENT OF PERFORMANCE IS BEING MADE PURSUANT TO A CONDITIONAL ACCEPTANCE. BUYER RESERVES THE RIGHT TO REVOKE THIS ORDER AT ANY TIME BEFORE ACCEPTANCE. THIS IS NOT A FIRM ORDER.
2. **EQUAL OPPORTUNITY/AFFIRMATIVE ACTION** Unless exempt, Seller and any subcontractor, if applicable, shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment qualified individuals without regard to race, color, religion, sex, sexual orientation, gender identification, national origin, protected veteran status or disability. If applicable, the Seller and subcontractor shall also abide by the requirements 41 CFR § 61-300.10 regarding veterans' employment reports and 29 CFR Part 471, Appendix A to Subpart A regarding posting a notice of employee rights.
3. **ACKNOWLEDGMENT OF CERTIFICATION** The Seller hereby certifies that, when and to the extent required by law, it does not and will not maintain segregated facilities as that term is defined in Federal Acquisition Regulation ("FAR") 52.222-21, nor permit its employees to work at locations where segregated facilities are maintained and that a similar certification will be required prior to the award of any nonexempt subcontracts. The Seller's acceptance of this Order constitutes such certification.
4. **WORKING CONDITIONS** - Seller hereby certifies that, in performing the work on the goods pursuant hereto, Seller does not (a) use forced labor, regardless of its form; (b) employ any person below the age of 15, unless it is part of a Government approved job training, apprenticeship or other program that is clearly beneficial to the participants; or (c) engage in physically abusive disciplinary practices. Seller's acceptance of this Order constitutes such certification.
5. **COMPLETE CHARGES** The extended prices and specifically identified extras (if any) appearing on the face of this Order, include all applicable charges, including items such as taxes, transportation, packaging, packing and returnable containers (if any). No other charges are allowable except in accordance with the Changes Clause, Section 22.
6. **SHIPPING, PACKING AND INVOICING** Seller shall comply with the shipping, packing and invoicing requirements, as may be stated on the face of this Order, or as may be issued by Buyer. No charges will be allowed for packing, crating or transportation unless stated in this Order. Buyer may set off any amount owed by Seller or any of its affiliated companies to Buyer, against any amount owed by Buyer to Seller under this Order.
7. **WARRANTY** By accepting this Order, Seller hereby warrants that the goods and services including packaging and containers, to be furnished hereunder will (unless specifically excepted on the face of this Order and the exception accepted in writing by each of the parties) fully conform with Buyer's specifications, drawings and data, or Seller's samples, and will be fit for the uses intended by Buyer. This warranty shall be in addition to any warranties of additional scope given to Buyer by Seller. All warranties shall survive inspection, tests, acceptance of, and payment for the goods and shall run to Buyer, its successors, assigns and customers. Buyer shall have the benefit of all warranties implied at law and all express warranties made by Seller.

8. CUSTOMS REGULATIONS For Goods imported into the United States, Seller shall comply with all applicable recommendations or requirements of the United States Bureau of Customs and Border Protection (“U.S. Customs”) including, but not limited to, the Customs Trade Partnership Against Terrorism (“C-TPAT”) initiative (for information go to <http://www.cbp.gov/> and find the link to the C-TPAT section). At Buyer’s or U.S. Customs’ request, Seller shall certify in writing its compliance with C-TPAT and with all other applicable U.S. Customs laws and regulations. Seller shall provide both Buyer and U.S. Customs access to Seller’s facilities for the purpose of auditing Seller’s compliance with the foregoing. If the Goods are transported via ocean carrier into the United States, Seller must also comply with U.S. Customs’ Importer Security Filing (“ISF”) and provide the necessary data to the freight forwarder selected by Buyer who will act as Buyer’s agent for filing of the ISF.

- (a) Seller shall obtain all export licenses or authorizations necessary for the export of Goods, unless otherwise set forth in the Purchase Order, in which case Seller shall promptly provide to Buyer all information necessary to enable Buyer to obtain the licenses or authorizations. Seller shall promptly notify Buyer in writing of any material or components incorporated in the Goods that Seller purchases in a country other than the country in which Goods are delivered. Seller shall furnish any and all documentation and information necessary to establish the country of origin or to comply with the applicable country’s rules of origin requirements.
- (b) Goods and the containers into which they are placed for shipment shall be marked in accordance with all U.S. laws including, but not limited to 19 C.F.R. § 1134 (as amended from time to time).
- (c) Seller shall indemnify and hold Buyer harmless from and against any liability, claims demands or expenses (including attorney’s fees or other professional fees) arising from or relating to Seller’s noncompliance with this Section 8. Seller shall be responsible for the full costs of any delay in delivery of the Goods caused by its failure to comply with the requirements of this Section 8, including, but not limited to missing, incomplete, untimely or inaccurate data being furnished to Buyer, Buyer’s agents or any governmental authority.

9. INSPECTION Upon delivery, Buyer shall have a reasonable time within which to inspect the goods before accepting or paying for them.

10. RISK OF LOSS Title to the goods shall pass to the Buyer only upon acceptance by Buyer. Until Buyer has accepted the goods the Seller shall bear all risk of loss or damage to the goods. Rejected goods will be held by Buyer at Seller's risk or may be returned, and at Seller's direction shall be returned to Seller with all transportation and related charges to be paid by Seller.

11. COMPLIANCE WITH LAWS Seller warrants that all work performed and goods delivered pursuant hereto will be performed, manufactured, produced, sold, invoiced, packaged, labeled, shipped and, if required, registered in accordance with, and in all respects will conform to all applicable federal, state and local laws. Seller certifies that the goods conform to all applicable consumer product safety standards (if any) under the Consumer Product Safety Act and that the goods are not a misbranded hazardous substance, or a banned hazardous substance or product. All invoices covering the goods must bear the following certification "We hereby certify that the goods were produced in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of the Regulations and Orders of the United States Department of Labor issued under Section 14 thereof."

12. QUALITY CONTROL Seller shall maintain effective quality control inspection and testing to assure that goods will consistently conform to Buyer's specification and shall furnish evidence of quality and statistical process control according to Buyer's Supplier Quality Requirements. Seller shall notify Buyer in writing prior to changing in any way the Seller's specifications used in production of supplies ordered by Buyer herein. Seller shall not modify in any way Buyer's specifications used in production of supplies ordered by Buyer, without the prior written consent of Buyer.

13. REJECTION OF GOODS BUYER'S REMEDIES In addition to any other remedies or rights afforded by law, Buyer may reject or revoke its acceptance of any goods that do not fully meet the warranties and other terms and conditions of this Order, including the rejection of a lot or shipment that does not meet the acceptable quality level specified. In such event, Buyer may elect to (a) return the rejected goods to Seller at Seller's expense, or (b) scrap the goods and require Seller, at Buyer's election, either to replace the goods forthwith, f.o.b. Buyer's plant destination without cost to Buyer, or issue full credit for the rejected goods, provided, however, Buyer shall have the right to retain and correct or otherwise use unacceptable goods, when needed to maintain production. Seller shall reimburse Buyer for all costs and expenses incurred in connection with returns, and corrective and remedial action, including unpacking, examining, sorting, testing, repacking and reshipping. In addition, Buyer shall have the right to preserve and keep a sample of the goods tendered for the purpose of having evidence of the kind and quality of the tendered goods.

14. RESPONSIBILITY FOR PRODUCT HAZARDS In the event that information is received which reasonably supports the conclusion that the goods are a 'substantial product hazard' under Section 15 of the Consumer Product Safety Act, Seller will, in addition to all other obligations hereunder, have the duty to rework or replace at Seller's expense all such goods at any time sold to Buyer, (whether in possession of Buyer, its customers, or others) and to pay all costs of Buyer attributable to such product hazard.

15. INDEMNIFICATION Seller shall exonerate, indemnify and hold Buyer, its agents, employees, contractors and customers harmless against all claims, demands, suits, liabilities, prosecutions, penalties, settlements, losses, damages, costs and expenses, including attorney's fees, in respect to matters and allegations that the goods fail to meet applicable specifications and quality requirements, are defective, unfit, unsafe, or infringe any patent, trademark, or other property rights, or that the goods do not meet applicable laws or regulations, or allegations of acts or omissions of Seller, its employees, subcontractors or agents. Such indemnity will survive the termination of this Order. At Buyer's request, Seller shall defend such claims or suits at Seller's expense by reputable counsel satisfactory to Buyer.

- 16. LIMITATION OF LIABILITY** -- Neither Buyer nor its officers, directors, employees, parents, subsidiaries and affiliates shall have any liability related to their obligations under this Order, or otherwise, for any indirect, special, incidental, exemplary, punitive, or consequential damages, including damages for loss of use, lost profits, lost savings, or other financial loss, even if they have been advised of the possibility of such damages. Further, Buyer shall not have any liability to Seller or any other person in connection with the Goods purchased under this agreement, except for any liability for losses, claims, damages, or liabilities that have been finally determined, in accordance with the Dispute Resolution Section of this Order, to have resulted solely from Buyer's gross negligence or unlawful or willful misconduct. In any event, the liability of Buyer to Seller for any reason and upon any cause of action shall be limited to the amount paid to Buyer by Buyer's customer for the Goods giving rise to the liability. This limitation applies to all causes of action in the aggregate, including breach of contract, breach of warranty, negligence, misrepresentations, and other torts. Both Parties agree that the fees, remedies, and limitations set forth in this Order form an essential element of the bargain and represent an equitable allocation of risks between the Parties.
- 17. SELLER'S LIABILITY INSURANCE** Seller shall, at its expense, maintain liability insurance, with a broad form vendor's endorsement naming Buyer as an additional insured providing liability coverage for products and goods sold hereunder, and operations of Seller, with an endorsement covering liabilities assumed under contract. This insurance, which shall be carried with a reputable insurer satisfactory to Buyer, shall provide coverage for bodily injury of not less than \$2,000,000 per person/occurrence and damage to property of not less than \$1,000,000 per occurrence. A certificate of insurance shall be provided to Buyer requiring the insurer to name Buyer as an additional insured on such policy and give Buyer not less than thirty (30) days written notice of cancellation or modification of the insurance coverage.
- 18. TOOLING, PROPRIETARY DATA** All tools, molds and similar items (tooling) needed in the manufacture of the goods shall be furnished by Seller at its expense unless otherwise specified in this Order. In the event that tooling or written data identified as proprietary is furnished by, or at the expense of Buyer, such tooling and proprietary data shall be and remain the property of Buyer, held in confidence, and be identified by a property tag and on Seller's records, as Buyer's property, and shall be used only for performance of orders from Buyer, unless otherwise permitted by Buyer's prior written consent. Any tooling furnished by, or at the expense of Buyer, shall be in Seller's possession as a bailment from Buyer and Seller acknowledges that it is a bailee-at-will of the tooling. Seller shall have no property or other rights in such tooling and shall have no power to transfer any rights or grant any security interest in the tooling to a third party. Seller waives (a) any lien that it might have or otherwise be able to assert against the tooling, and (b) any objection to Buyer's repossession and removal of the tooling owned by Buyer for any or no reason. Seller shall indemnify and hold Buyer, its agents and employees, harmless against all claims, demands, liabilities, obligations, costs and expenses based upon or arising out of the use, storage or handling of the tooling until returned to Buyer's possession.
- 19. SERVICES AT BUYER'S LOCATION** If labor or services in connection with this Order are performed at any location of Buyer, Seller agrees to indemnify and hold Buyer harmless from and against all claims, demands, liabilities, obligations, losses, damages, costs and expenses, including attorney's fees, arising out of or related to the labor and services to be provided, excepting only the sole negligence of the Buyer, its employees or agents.
- 20. DELIVERY** Time is of the essence for this Order, and if delivery of any goods or rendering of services is not completed in accordance with these terms and conditions by the time specified, Buyer reserves the right without liability; in addition to other rights and remedies, to terminate this Order, and to obtain the remaining balance of the goods or services (or substitute items) elsewhere with Seller remaining liable for all resulting losses and damages. Unless otherwise provided herein, all goods shall be sold f.o.b. destination regardless of who pays transportation costs.
- 21. PRICES** Buyer shall not be billed at prices higher than stated in this Order unless authorized by a purchase order change issued and signed by Buyer. Seller represents that the prices to be charged for items and services hereunder is to be the lowest price (after consideration of all discounts, rebates, and allowances) charged by the Seller to other comparable buyers, and that the prices will comply with applicable government laws and regulations. Seller agrees that any price reduction made subsequent to the date of this Order on goods of the kind ordered will be applicable to this Order.
- 22. REPLACEMENT PARTS** Seller shall, in the case of goods requiring servicing, stock replacement parts or maintain a manufacturing capability sufficient to meet Buyer's needs for a period of not less than seven (7) years after the last shipment of any of the goods. Replacement parts will be made available to Buyer at competitive prices not exceeding those charged to other comparable customers of Seller.
- 23. CHANGES** Buyer may, at any time, by written notice to Seller, make changes within the general scope of this Order, including changes in drawings, designs, specifications, shipping instructions, method of shipping or packing, place of delivery, quantity and delivery schedules. If a change increases or decreases the cost of or time required for performance hereunder, an equitable adjustment in the price of delivery dates, or both will be made and this Order shall be modified in writing accordingly. A claim for equitable adjustment by either party shall be made to the other within thirty (30) days from the date of the change notice, or such claim for an equitable adjustment is unconditionally waived. Seller shall diligently continue performance of this Order, as changed, pending agreement on the amount of an equitable adjustment, and nothing contained herein shall relieve or excuse Seller from proceeding without delay in performing this Order as changed. The Buyer's engineering, technical and other personnel may on occasion render assistance, exchange information or give advice to Seller's personnel concerning the supplies or services furnished hereunder. However, such assistance, exchange or advice shall not constitute either a change under this paragraph or a waiver of the Seller's existing obligations. In order to be valid and binding upon Buyer, any change, waiver or amendment to this Order must be in writing and signed by an authorized representative of the Buyer's purchasing department.

- 24. TERMINATION FOR CONVENIENCE** – Buyer may, at any time, terminate this Order in whole or in part by notice to Seller for the convenience of Buyer (without default of Seller). Seller will thereupon immediately stop work on this Order or the terminated portion thereof and notify any subcontractors to do likewise. Allowance in such case will be made for normal and reasonable expenses incurred by Seller prior to receipt of notice of cancellation, but Buyer will not be liable for any charges or expenses incurred by Seller in advance of the normal or reasonable lead time necessary to meet scheduled delivery dates nor for any expenses, charges or liability incurred subsequent to the giving of notice of cancellation. Seller shall submit any claim to Buyer, within forty-five (45) days after date of termination, or such claim shall be unconditionally waived.
- 25. TERMINATION FOR DEFAULT** In addition to any other remedies or rights afforded by law, Buyer may terminate in whole or in part of this Order for default if (a) Seller fails to perform any provisions of this Order, or (b) Seller fails to make progress so as to endanger performance of this Order. For default under (b) only, Buyer shall give Seller notice of such failure and twenty (20) days within which to cure such default by Seller. Buyer shall have no obligations to Seller in respect of the terminated portion of this Order and Buyer's liability shall be limited to payment for the delivered portion of this Order at the rate specified on the face hereof (reflecting quantity prices as though this Order had gone to full completion). If, as a result of default in performance by Seller, this Order is terminated in whole or in part, and it is necessary to procure any of the specified supplies or services elsewhere, then Seller will be liable for any procurement or purchase which exceeds the amount which would have been due Seller if it had satisfactorily completed this Order. These remedies shall be cumulative and additional to any other or further remedies provided in law or in equity.
- 26. NO ASSIGNMENT** Seller may not assign this Order or delegate the performance of any duties hereunder without Buyer's prior written consent.
- 27. REMEDIES: SURVIVAL** The rights and remedies provided Buyer herein shall be cumulative and in addition to all other rights and remedies provided by law or equity. Seller's covenants, representations and warranties hereunder shall survive any delivery, inspection, payment or acceptance, and any completion, termination or cancellation of this Order.
- 28. NONCONFORMING GOODS** Seller shall not substitute nonconforming goods or backorder such goods without first obtaining Buyer's written consent thereto.
- 29. COUNTERFEIT WORK.** Seller is responsible to insure that all work, including the lowest level of separately identifiable items (for example: articles, components goods and assemblies' deliverable under the contract) are not Counterfeit Work. "Counterfeit Work" means work/Goods that contain items misrepresented as having been designed and/or produced under an approved system or other acceptable method. The term also includes work/Goods that have reached a design life limit or have been damaged beyond possible repair, but are altered and misrepresented as acceptable by Seller.
- (a) Seller agrees and shall ensure that the Counterfeit Work/Goods are not delivered to Buyer.
 - (b) Seller shall only purchase products to be delivered or incorporated as work/Goods to Buyer directly from the Original Component Manufacturer ("OCM")/ Original Equipment Manufacturer ("OEM"), or through an OCM/OEM authorized distributor chain. Goods shall not be acquired from independent distributors or brokers unless approved in advance in writing by Buyer.
 - (c) Seller shall immediately notify Buyer with the pertinent facts if Seller becomes aware of, or suspects that Counterfeit Work/Goods have been furnished. When requested by Buyer, Seller shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.
 - (d) In the event that work delivered under this Order constitutes or includes Counterfeit Work/Goods, Seller shall, at Seller's expense, promptly replace such Counterfeit Work/Goods with genuine work/Goods conforming to the requirements of this Order. Notwithstanding any other provision in this Order, Seller shall be liable for all costs related to the removal and replacement of Counterfeit Work/Goods, including without limitation, Buyer's costs of removing Counterfeit Work/Goods, of reinserting replacement work/Goods and of any testing necessitated by the reinstallation of work/Goods after Counterfeit Work/Goods have been exchanged. The remedies contained in this Section are in addition to any remedies Buyer has at law, equity or under other provisions of this Purchase Order.
 - (e) This Section applies in addition to any quality provision, specification, statement of work or other provision included in this Purchase Order addressing the authenticity of work/Goods. To the extent such provisions conflict with this Section, this Section prevails.
 - (f) Seller shall include paragraphs (a) through (d) of this Section or equivalent provisions in lower-tier subcontracts for the delivery of items that will be included in or furnished as work/Goods to Buyer.
- 30. NONWAIVER: ENTIRE AGREEMENT APPLICABLE LAWS** This Order, as the same may be amended or modified in writing, and any documents referred to or incorporated herein, supersede all prior understandings, transactions and communications, or writings with respect to the matters referred to herein. No delay or failure on the part of Buyer in exercising any rights under this Order, and no partial or single exercise thereof, shall constitute a waiver of such rights or any other rights thereunder.

None of the terms and conditions contained in this Order may be added to, modified, superseded or otherwise altered except by a written instrument signed by an authorized representative of Buyer. Except for such written instruments, this Order constitutes the entire agreement between the parties in respect to the matters referred to herein. The rights and obligations of the parties hereunder shall be governed by the laws of the State of Georgia, without giving effect to its conflicts of law or choice of law rules. Pending settlement or final judicial decision of any dispute, Seller shall proceed diligently to perform this Order under Buyer's direction.

- 31. FORCE MAJEURE** Failure of Seller to make, or Buyer to take, all or any part of any shipment hereunder, if such failure is due to acts of God, war, riot, insurrection, labor difficulties, breakdown or damage to Seller's plant facilities or Buyer's

receiving facilities, embargoes, acts of terrorism, shortages of any raw materials or energy, shortage of transportation equipment, compliance with any law or regulation or order of any public authority and any other cause either similar or dissimilar beyond the control of the parties so failing, shall not subject such party to any liability to the other party, and in such event, at the request of either party, the total quantity of goods to be shipped will be reduced by the quantity not shipped due to such causes; provided, however, that if Seller is unable to meet the delivery schedule provided by Buyer due to conditions beyond Seller's control, Buyer reserves the right to refuse shipments on any other schedule unless that schedule has been submitted to and approved by Buyer in writing.

- 32. GOVERNMENT CONTRACTING** If this Order is issued pursuant to a U.S. Government prime contract or higher-tier subcontract under a U.S. Government prime contract, then the Federal Acquisition Regulations (FAR) and/or Defense Federal Acquisition Regulation Supplement (DFARS) procurement clauses in the Addendum attached to this Order shall apply to this Order and prevail insofar as they are inconsistent with any of the provisions set forth above.
- 33. FRAUD AND FALSIFICATION** - If this Order is issued pursuant to a U.S. Government prime contract or higher-tier subcontract under a U.S. Government prime contract, the Order is within the jurisdiction of the U.S. Government. Any knowing and willful act to falsify, conceal, or alter a material fact, or any false, fraudulent or fictitious statement or representation in connection with the performance of work under this Order may be punishable in accordance with applicable Federal Statutes. Seller shall include the following statement on each Certificate of Conformance initiated by the Seller and provided to the Buyer in connection with the applicable Order:
"Note: The recording of false, fictitious or fraudulent statements or entries on this document may be punishable as a felony under Federal Statute."
Seller agrees that all employees or other persons engaged in the performance of work under this Order, will be, if they have not been previously, informed of the above language and that there is a risk of federal criminal and civil penalties associated with any knowing and willful falsification, concealment, or misrepresentation in connection with work performed under Government contracts and associated subcontracts. Seller will make employees aware of the above prior to them commencing work under any government contract Order. Any inability or unwillingness of a lower-tier subcontractor to comply with this provision should be documented in writing and submitted to Buyer.
- 34. DISPUTE RESOLUTION** - All disputes arising hereunder shall be resolved by arbitration in a forum determined by Buyer.
- 35. MINIMUM ORDER REQUIREMENTS** - Except as specifically set forth in this Order, or any sales contract between Buyer and Seller, Buyer is under no obligation to purchase any specific or minimum quantities of goods, and Buyer may make purchases at Buyer's sole discretion.
- 36. SPECIFICATIONS AND QUALITY REQUIREMENTS** - If Exhibit A is attached hereto, all goods purchased by Buyer hereunder shall meet the Specifications and Quality Requirements set forth in Exhibit A, and incorporated by reference herein.
- 37. SET OFF RIGHTS** - Any sums due or to become due to the Seller are subject to all claims and defenses of Buyer, whether arising from this or any other transaction, and Buyer may set off and deduct against such sums all present and future indebtedness of Seller to Buyer.
- 38. INTEREST/LATE CHARGES** - Buyer is not liable to Seller for any interest or late charges.
- 39. SUPPLIER CODE OF CONDUCT**- The Supplier Code of Conduct is located at <https://motrexllc.com/suppliers/> and is hereby incorporated by reference.

Additional clauses, when necessary, will be specified on the face of this Order or added as an attachment.

For purchases of goods which are equipment or tooling (hereinafter the “goods” or “Equipment”), the following additional terms and conditions (the “Supplemental T&C’s”) shall apply. In the event of any conflict between the Supplemental T&C’s and the Purchase Order Terms and Conditions set forth above, the Supplemental T&C’s shall control.

- 40. ACCEPTANCE** - Buyer shall be entitled to evaluate and test the goods for the purposes of determining whether the goods function according to their specifications and descriptions, and ensuring that the goods can be effectively utilized in Buyer’s facility for their intended use. If the goods satisfactorily pass the acceptance testing, the goods shall be accepted by Buyer by written notice to Seller. If the goods fail to pass acceptance testing, Seller shall promptly correct the deficiency or deficiencies at its expense, and the applicable phase of acceptance testing will be repeated until all phases are satisfactorily passed. If all phases of acceptance testing are not satisfactorily completed within a reasonable time after installation, Buyer may at its option terminate its obligations under this Order and shall have the right to return the goods, without penalty and with no further obligation, and be entitled to a refund of any amounts paid for the goods and any services rendered by Seller in connection with the goods. Under no circumstances will Buyer be deemed to have accepted the goods and Buyer will continue to have the right to reject the goods until such time as Buyer has notified Seller in writing that the goods have successfully completed the final acceptance test to be run at Buyer’s facility. If requested by Buyer, Seller will provide pre-acceptance testing for Buyer at Seller’s facility, at no cost to Buyer.
- 41. TITLE/RISK OF LOSS** – Title shall pass to Buyer upon delivery to Buyer’s facility. Seller shall bear all risk of loss until final delivery to Buyer’s facility.
- 42. PAYMENT TERMS** - Buyer may withhold ten percent (10%) of the price of goods (or such higher amount as may be specified in this Order) until the goods have successfully completed final qualification and acceptance testing at Buyer’s facility. Buyer may also withhold payment for any goods or services until Buyer receives evidence, in such form and detail as Buyer requires, of the absence of any liens, encumbrances and claims on the goods or services.
- 43. INSTALLATION/DOCUMENTATION** - Seller shall provide Buyer with all relevant documentation for the goods, including operations and maintenance manuals, preventative maintenance procedures and lists of recommended parts; all of which shall be written in English and provided in the quantity requested by Buyer for the goods. Any installation services required in connection with the goods will be provided by Seller at no additional cost to Buyer, unless otherwise set forth in writing on the face of this Order. Buyer and Seller shall agree in writing on the schedule for such installation. If Buyer will be installing the goods, Seller will provide Buyer with all drawings and instructions on how to install the goods. Such documentation, drawings and instructions shall be provided electronically and in hard copy.
- 44. SAFETY** - Seller will comply and will require its employees, agents, representatives and subcontractors who are performing work or services on Buyer’s premises to comply with Buyer’s CONTRACTOR POLICY (EHS-NA-106), industry standards and all occupational health and safety legislation and regulations. Seller shall, at its own expense, defend, indemnify, and hold harmless Buyer from and against any and all claims, liabilities, losses, or damages (including reasonable attorneys’ fees) arising in connection with any work or services performed by Seller or its employees, agents, representatives and subcontractors on Buyer’s premises, which indemnify will survive the termination of this Order. Seller further warrants that it will, whenever possible, use commercially available parts of the highest industry quality and the goods will be equipped with approved or appropriate fail-safe safeguarding systems.
- 45. GENERAL WARRANTY** - Seller warrants that (i) title to any goods conveyed pursuant to this Order shall be good and its transfer rightful, and that the goods and all rights thereto shall be transferred and delivered free and clear of all liens, claims, and encumbrances; (ii) the goods and their manufacture, production, sale and operation will be in compliance with all applicable laws, rules, and regulations and any services performed by Seller will be in compliance with all applicable laws, rules, and regulations including those pertaining to the protection of the environment, health and safety; and (iii) no services performed by Seller will in any way infringe upon or violate any intellectual property or other rights of any third party.
- 46. PERFORMANCE WARRANTY** - Seller warrants that for the greater of (i) the period set forth on the face of this Order, or if no period is designated, then one (1) year following the date of acceptance of the goods by Buyer, (ii) the warranty period provided by applicable law, or (iii) the warranty period provided by the ultimate manufacturer of the goods to its customer, (the “Warranty Period”), the goods will (a) be free from defects in workmanship, design and materials, (b) conform to and perform in accordance with functional specifications and descriptions provided to Buyer or published by Seller, and (c) fit for Buyer’s intended use. For services provided by Seller, Seller further warrants that the work or services will be performed in a professional and workmanlike manner. In the event of any breach of the foregoing warranty during the Warranty Period, Seller shall promptly, without additional charge to Buyer, repair or replace the goods or re-perform the services as necessary in order to meet its performance obligations hereunder. If Buyer makes a warranty claim and Seller elects to repair the goods, Seller shall provide substitute goods during the repair period. Any repairs will be made or new or substitute goods will be provided immediately to mitigate any downtime or reduced production capacity. Any substitute goods shall be of equal or greater value and usefulness to Buyer. Seller further agrees to assign to Buyer any and all warranties provided to Seller by third parties related to any goods not manufactured by Seller, and Seller shall reasonably assist Buyer with any warranty claims under such third party warranties.
- 47. LIENS** - Seller shall pay and satisfy all claims for labor and material employed or used in or with the goods and any services performed by Seller. Seller agrees to indemnify and save Buyer harmless from all liens of any kind pertaining to the services or the goods, and Seller shall furnish Buyer, at Buyer’s request, proof that there are no unsatisfied liens, debts or

encumbrances pertaining thereto. In the event a lien should attach, Buyer, without prejudice to its rights under this section, shall have the right, at Seller's expense, to take all steps necessary to remove such lien, including payment of the underlying debt. Where permitted by law, Seller waives any lien or other rights that Seller might otherwise have on or in any of the goods for work performed on, or utilizing, such goods or otherwise.

48. **SOFTWARE** – Seller grants to Buyer a permanent, paid-up, non-exclusive license to use any software (including source codes), computer programs or PLC programs incorporated into or used in connection with the goods. Buyer shall be provided with all information necessary to access the software and programs. Such software or programs shall be used by Buyer only for the purpose of operating the goods. Seller will not introduce any viruses, time or logic bombs, Trojan horses, worms, timers, clocks, trap doors, or other computer instructions, devices, or techniques that erase data or programming, infect, disrupt, damage, disable, or shut down the goods, equipment or any component thereof, including, without limitation, its security or user data. Buyer may not modify, adapt, translate, reverse engineer, decompile, disassemble or create any derivative work based upon such software, except and only to the extent that such activity is expressly agreed to by Seller or permitted by applicable laws. Buyer shall acquire no ownership rights in the software or programs.

Addendum 1

MOTREX LLC PURCHASE ORDER FEDERAL ACQUISITION REGULATION AND DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT FLOWDOWNS

The following Federal Acquisition Regulations (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) procurement clauses, as amended as of the date of the attached Order, shall apply to this Order and prevail insofar as they are inconsistent with any of the provisions in the Order.

The FAR and DFARS clauses referenced below are incorporated by reference, with the same force and effect as if they were given in full text, and apply, including any notes following the clause citation, to this Order. The definitions in FAR 2.101 shall apply, unless otherwise modified by the text of the clause.

1. These provisions do not establish privity between Seller and Buyer's customer. Notwithstanding any provision to the contrary, the Seller shall have no right to pursue a claim or any other relief directly against the U.S. Government. In addition, the Contracts Disputes Act shall not apply to this Order. Any reference to a "Disputes" clause shall mean the "Dispute Resolution" clause of this Order.
2. Pending resolution of any dispute arising under this Order, which incorporates FAR or DFARS clauses, Seller will proceed diligently as directed by Buyer with the performance of this Order. Notwithstanding any choice of law provision, any provision in this Order that is: (i) incorporated in full text or by reference below to FAR or DFARS, or (ii) that is substantially based on any FAR or DFARS provision below or on any agency regulation interpreting such FAR or DFARS provisions, shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contracts appeals, and quasi-judicial agencies of the United States Government.
3. Seller expressly acknowledges that, without waiver of any other Buyer rights hereunder, the following shall be deemed a material breach of this Order and cause for immediate termination. In such event, Supplier shall indemnify and hold harmless Buyer for any third-party claims and all damages and costs, including legal fees, arising from such breach:
 - a. Offer or payment to any U.S. Government official, employee or member of the Armed Forces of any gratuity or thing of value in relation to the performance of services under this Order
 - b. Any conduct prohibited by FAR 52.203-7, Anti-Kickback Procedures.
 - c. Submission of any data that are false, misleading, fraudulent or other than as required under any FAR/DFARS clause incorporated here by reference.
4. By accepting this order, Seller certifies the representations and certifications submitted to Buyer previously or with Seller's quote/proposal for this order (as applicable) remain valid from the date of submission until the conclusion of this Order. Seller agrees to notify Buyer immediately in writing if any of Seller's certifications and representations change at any time from the date of Seller's acceptance of this order through Seller's performance and closeout of this Order; such notice shall not constitute a waiver of Seller's obligations to perform as previously certified. Further, Seller indemnifies, defends and holds Motrex harmless from and against any and all damages, losses, expenses, costs, fines, forfeitures, seizures, confiscations, and penalties whatsoever arising from a failure of Seller to comply with the FAR and DFARS provisions listed below, to the extent applicable. Seller shall flow down these FAR/DFARS provisions to its suppliers to the extent required by the applicable FAR/DFARS provisions.

Definitions

Where necessary to give the clauses proper application, "contractor" shall mean Seller; "contract" means the attached Order, and "Government" or "Contracting Officer" means Buyer.

FAR Clauses

52.203-7, Anti-Kickback Procedures;

52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (applicable to Orders at or above \$30,000 when Motrex is prime contractor; Subcontractor is obligated to cooperate with Motrex in reporting Subcontractor data);

52.210-5, Material Requirements;

52.211-15, Defense Priority and Allocation Requirements (applies only if order is a DPAS rated order); 52.219-8, Utilization of Small Business Concerns

52.222-4, Contract Work Hours and Safety Standards Act, Overtime Compensation;

52.222-21, Prohibition of Segregated Facilities;

52.222-26, Equal Opportunity;

52.222-50, Combating Trafficking in Persons;

52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving; 52.225-3, Buy American Act; 52.225-13, Restrictions on Certain Foreign Purchases; 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (applies only if subcontractor is a small business concern); 52.244-6, Subcontracts for Commercial Items; 52.246-2, Inspection; 52.249-8, Default, except all references to Disputes clause; and, 52.249-1, Termination.

If the Order is \$10,000 or more, also:

52.215-2, Audit and Records—Negotiation; and
52.222-40, Notification of Employee Rights Under the National Labor Relations Act.

If the Order if \$15,000 or more, also:

52.222-20, Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000; 52.222-36, Equal Opportunities for Workers with Disabilities.

If the Order is \$150,000 or more, also:

52.203-6, Restrictions on Subcontractor Sales to the Government;
52.203-12, Limitation on Payments to Influence Certain Federal Transactions;
52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights;
52.222-35, Equal Opportunity for Veterans;
52.222-37, Employment Reports on Veterans; 52.227-1, Authorization and Consent; and,
52.227-2, Notice and Assistance Regarding Patent and Copyright Infringement.

If the Order is \$700,000 or more, also:

52.219-9 Small Business Subcontracting Plan.

If the Order is classified:

52.227-10, Filing of Patent Applications - Classified Subject Matter; and 52.204-2, Security Requirements.

DFARS Clauses

252.203-7002, Requirement to Inform Employees of Whistleblower Rights;
252.204-7000, Disclosure of Information;
252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information;
252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting;
252.211-7003, Item Unique Identification and Valuation (*applicable if unique item identification is required*);
252.223-7008, Prohibition of Hexavalent Chromium;
252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals;
252.225-7048, Export-Controlled Items;
252.227-7013, Rights in Technical Data—Noncommercial Items (*applicable if Order requires delivery of Seller technical data pertaining to commercial items for which the Government will have paid for any portion of the development costs; no substitution for “Government”*);
252.227-7015, Technical Data—Commercial Items (*applicable if Order includes technical data related to commercial items for delivery to the Government; no substitution for “Government”*);
252.227-7016, Rights in Bid or Proposal Information;
252.227-7037, Validation of Restrictive Markings on Technical Data (*applicable where Order requires delivery of Sellers’ technical data*);
252.244-7000, Subcontracts for Commercial Items;
252.246-7000, Material Inspection and Receiving Report (*Vendor shall cooperate with Buyer to ensure that necessary reports are provided to the Government*);
252.246-7003, Notification of Potential Safety Issues (*applicable if Order is for parts identified as critical safety items; systems and subsystems, assemblies, and subassemblies integral to a system; or repair, maintenance, logistics support, or overhaul services for the foregoing items; Notice in (c) shall be to Buyer and notice shall be as provided in (f)(2) without modification of terms*).

If the Order is \$150,000 or more, also:

252.249-7002, Notification of Anticipated Contract Termination or Reduction.

If the Order is \$500,000 or more, also:

252.226-7001, Utilization of Indian Organizations, Indian-owned economic enterprises, and native Hawaiian small business concerns.