

The word "Scout" is written in a bold, black, cursive script font, centered within a light gray rectangular background.

SCOUT MOTORS INC.

**GENERAL TERMS AND CONDITIONS
FOR INDIRECT GOODS AND SERVICES**

October 20, 2023

SCOUT MOTORS INC.
GENERAL TERMS AND CONDITIONS FOR INDIRECT GOODS AND SERVICES

These General Terms and Conditions for Indirect Goods and Services (“**Terms and Conditions**”) shall apply to all Purchase Orders that reference these Terms and Conditions, between Scout Motors Inc. (“**Purchaser**”) and the party to whom a Purchase Order is addressed (“**Seller**”), and shall be deemed to be incorporated by reference therein. Purchaser and Seller are each also referred to as a “**Party**” and collectively as the “**Parties**.”

1. DEFINITIONS

1.1 “**Affiliate**” means, with respect to a Party, any other entity or person directly or indirectly controlling, controlled by, or under common control with such Party. The term “control,” means possessing the power to direct or cause direction of the management, policies, or operations of such entity, whether through the ownership of voting securities, by contract, or otherwise.

1.2 “**Background IP**” means any and all Intellectual Property developed, acquired or reduced to practice by a Party or its Representatives prior to the Effective Date, or in a strictly independent and separate manner from the Contract.

1.3 “**Confidential Information**” means any non-public information or item that is disclosed by or on behalf of a Party (the “**Disclosing Party**”) to the other Party or its Representatives (collectively, the “**Receiving Party**”) that: (a) is marked as confidential; (b) is identified as confidential when it is disclosed; or (c) if not so marked or identified, should reasonably have been understood by the Receiving Party to be confidential given its nature and circumstances of its disclosure. Confidential Information includes, but is not limited to, all information relating to the actual or anticipated business, research, or development of the Disclosing Party, any trade secrets, inventions, designs, discoveries, techniques, formulas, prototypes, or know-how of the Disclosing Party or its licensors, improvements, product data, specifications and processes, customer lists and contacts, personal data and information, technical requirements, product pricing information, geographic and sales data, technical or commercial information, financial information, software and its documentation, commercialization plans, and all information, materials, processes, demonstrations, notes, reports, summaries, excerpts, and documents using, derived from, based on or arising from Confidential Information, all copies (in whole or in part), reproductions (in any form or medium) and extracts of Confidential Information, and all computer-generated studies and data containing, derived or arising from, based on or using Confidential Information. “Confidential Information” does not include information that: (a) is or becomes publicly known or made generally available to the public through no wrongful act or omission of the Receiving Party; (b) was in the Receiving Party’s possession, without confidentiality restrictions, at the time of disclosure by the Disclosing Party; (c) is or becomes known to the Receiving Party through disclosure by an unaffiliated third party, except where such third party is known by the Receiving Party to be disclosing such information in breach of confidentiality obligations; or (d) is independently developed by or for the Receiving Party without use of or reference to the Confidential Information and by persons who have not had access to such information.

1.4 “**Contract**” means these Terms and Conditions, Purchase Orders issued by Purchaser and accepted by Seller in accordance with these Terms and Conditions, all other applicable written agreements between the Parties, including an Indirect Purchase Agreement (“**Purchase Agreement**”), and documents referenced in any of the foregoing, all of which shall collectively constitute the Contract between the Parties. Each Contract for indirect Goods and/or Services hereby includes and incorporates these Terms and Conditions by reference.

1.5 “**Copyleft Materials**” means materials subject to any license that requires as a condition of use, modification, or distribution thereof that such materials, or materials combined or distributed with such materials, be (a) disclosed or distributed in source code or similar form, (b) licensed for the purpose of making derivative works, or (c) redistributable at no charge. The term includes materials subject to the GNU General Public License, the GNU Lesser General Public License, a Mozilla Public License, or similar licenses.

1.6 “**Deliverables**” means the Goods, and any and all deliverables, documents, works of authorship, customizations, technologies, inventions, technical or functional descriptions, requirements, plans, reports, or other materials in any form or format that are developed, produced, or required to be delivered by Seller (whether or not jointly with Purchaser) pursuant to the Contract, including in performance of the Services.

1.7 “**Goods**” means all products, software, equipment, supplies, and any other goods which Purchaser may purchase from Seller under the Contract or that are identified in the Contract.

1.8 “**Intellectual Property**” means all inventions, patents, patent applications, utility models, industrial designs, trademarks, trade names, trade dress, copyrights, moral rights, know-how, trade secrets, software code, data, procedures, methods of manufacture, writings, icons, layouts, original artwork and original practice, and any other subject matter, material, or information that is considered to be proprietary and/or otherwise qualifies for protection under any applicable law providing or creating Intellectual Property Rights, including the Uniform Trade Secrets Act.

1.9 “**Intellectual Property Rights**” means any intellectual property rights or similar proprietary rights in any jurisdiction, whether registered or unregistered, including such rights in and to: (a) trademarks and pending trademark applications, trade dress, service marks, certification marks, logos, domain names, uniform resource locators, tradenames and fictional business names, together with all translations, adaptations, derivations and combinations and like intellectual property rights, and all goodwill associated with the foregoing; (b) issued patents and pending patent applications, and any and all divisions, continuations, continuations-in-part, reissues, renewals, provisionals, continuing patent applications, reexaminations, and extensions thereof, any counterparts claiming priority therefrom, utility models, patents of importation/confirmation, certificates of invention, certificates of registration and like rights, inventions, invention disclosures, discoveries and improvements, whether or not patentable; (c) works of authorship, all copyrightable works (including software) and all copyrights including all applications, registrations and renewals thereof, and all rights corresponding thereto; (d) trade secrets, proprietary business, technical and know-how information, non-public information, and Confidential Information and rights to limit the use or disclosure thereof by any person; (e) mask works; and (f) moral rights.

1.10 “**Open Source Component**” means any software component that is subject to any open source license agreement or any other license approved by the Open Source Initiative. Open Source Components may include Copyleft Materials.

1.11 “**Representatives**” means, as applicable, a Party, its Affiliates, and their respective employees, agents, consultants, auditors, advisors, subcontractors, contractors, or other authorized representatives or third parties acting on behalf of a Party or its Affiliates or subcontractors.

1.12 “**Purchase Order**” means a purchase order issued by Purchaser to Seller for the purchase of Goods and/or Services.

1.13 “**Services**” means (a) the services, functions, tasks, and responsibilities described in the Contract for which Seller is responsible to perform; and (b) any services, functions, tasks, or responsibilities

not specifically described in the Contract but that are an inherent or necessary part of the services, or are required for proper performance or provision of the services and/or Goods described in the Contract.

1.14 “**Specifications**” shall mean any samples, drawings, data, spec sheets, or other descriptions or specifications or representations provided by Seller that are approved or relied upon by Purchaser, or are provided by Purchaser.

1.15 “**Work Product**” means the (a) Deliverables, and (b) any and all know-how, methods, inventions, ideas, concepts, strategies, plans, or processes (i) produced or reduced to practice by Seller (whether or not jointly with Purchaser) pursuant to the Contract; or (ii) that incorporate Purchaser’s Confidential Information.

2. **OFFER AND ACCEPTANCE**

2.1 Offer. Each Contract, including a Purchase Order, or revision thereof issued by Purchaser, is an offer to the Seller for the purchase of Goods and/or Services. The Contract does not constitute an acceptance by Purchaser of any offer or proposal by Seller, whether in Seller’s quotation, acknowledgement, invoice, or otherwise. In the event that any Seller quotation or proposal is held to be an offer, that offer is expressly rejected and is replaced in its entirety by the offer made up of the Contract.

2.2 Acceptance. Seller shall accept any Purchase Order that conforms to a written agreement signed by both Parties. Each Purchase Order, including these Terms and Conditions, shall be deemed accepted by Seller by: (a) commencing any work under the Purchase Order; (b) written acceptance (including electronically); or (c) any other conduct of Seller that recognizes the existence of a contract regarding the subject matter of the Purchase Order. Additionally, each Purchase Order shall be deemed accepted five (5) business days after Purchaser delivers the Purchase Order to Seller, if Seller fails to object to the Purchase Order during such period by informing Purchaser in writing of Seller’s objection and proposing alternative terms. If Purchaser accepts such alternative terms, Purchaser shall issue a revised Purchase Order setting forth such alternative terms. If a revised Purchase Order is not issued by Purchaser, the Parties acknowledge and agree that such alternative terms are expressly rejected.

2.3 No Purported Acceptance. Seller’s acceptance of the Contract, including a Purchase Order, is expressly limited to the terms of such Contract and these Terms and Conditions exclusively. No purported acceptance of any Purchase Order on terms and conditions which modify, supersede, supplement, or otherwise alter these Terms and Conditions, shall be binding upon Purchaser, and such terms and conditions are expressly rejected and replaced by these Terms and Conditions, notwithstanding Purchaser’s acceptance of or payment for any Goods or Services.

2.4 Order of Precedence. In the event of a conflict between or among any document comprising the Contract, the terms of such documents will prevail in the following order: (a) any Purchase Order amendment issued by Purchaser (if any); (b) the Purchase Order; (c) any written agreement between the Parties, including a Purchase Agreement; and (d) these Terms and Conditions.

3. **PERFORMANCE**

3.1 Conduct and Safety. Seller is responsible for its Representatives at all times, including at Purchaser’s facility. Seller shall ensure that its Representatives conduct themselves in a professional manner and in compliance with all applicable laws, regulations, and industry standards, and Purchaser’s Code of Conduct and other policies, procedures, and rules of Purchaser disclosed to Seller from time to time. Purchaser may require, at Seller’s expense, health, safety, or other reasonable testing to prove the fitness of Seller’s Representatives to enter into Purchaser’s facility.

3.2 Removal. Purchaser may, upon written notice to Seller, require Seller to reassign, replace, or remove any of Seller's Representatives performing Services under the Contract within five (5) business days, without liability to Purchaser, provided that Seller shall immediately remove Seller's Representative if Seller's Representative violated any rules, regulations, policies, procedures, or laws, or breached the Contract. Seller shall promptly replace removed or terminated Representatives and avoid impact to performance or timing of the Contract.

3.3 Legal Eligibility to Work. Seller shall verify and ensure that all Representatives performing Services at Purchaser's facility are legally eligible to work in the applicable country, state, and location where such Representatives perform Services. Seller shall execute and maintain all forms and documentation, including a federal Form I-9, for all Representatives performing Services at Purchaser's facility. Upon Purchaser's request and subject to applicable law, Seller shall make available to Purchaser the employment, qualification, eligibility, and training records and documentation of its Representatives, including Form I-9.

3.4 Performance at Purchaser's Facility. If Seller and its Representatives enter Purchaser's facility, Seller will examine such facility to determine whether it is safe for Seller's purposes, including to perform the Services. Seller agrees that Seller shall be solely responsible for, and Purchaser will have no liability to Seller, its Representatives or any third party for, any loss, expense, damage, or claim arising out of, or in connection with, the performance of Services at Purchaser's facility (including personal injury or death).

4. **GOODS AND SERVICES**

4.1 Provision of Goods and Services. Seller shall provide the Goods and Services in the quantity and at the times set forth in any Purchase Order issued by Purchaser and accepted by Seller in accordance with these Terms and Conditions. Unless otherwise stated in the Contract, if the quantity is not specified on the Purchase Order, the quantity is for one hundred percent (100%) of Purchaser's requirements.

4.2 Ability to Deliver. If Seller's ability to deliver any Goods or Services is, or is reasonably likely to be, constrained, Seller shall immediately notify Purchaser in writing of any anticipated or actual delay, and Seller shall use best efforts to resolve the issue causing the constraint as promptly as possible. Seller shall fulfill Purchaser's Purchase Orders before fulfilling orders for the same or similar goods for any of Seller's other customers during the period of the constraint, using Seller's actual output and existing stock. This is in addition to Seller's other obligations under the Contract and Purchaser's other rights and remedies at law, in equity, and under the Contract.

4.3 TIME, QUANTITY, AND QUALITY ARE OF THE ESSENCE. Time, quantity, and quality are of the essence. Failure to timely deliver the full quantity of Goods or Services or to meet a quality requirement under the Contract will constitute default by Seller and Purchaser may pursue any of its rights or remedies under the Contract or at law or in equity, including terminating the Contract, in whole or in part. In addition to Seller's other obligations under the Contract, Seller shall immediately notify Purchaser in writing if Seller cannot meet a delivery date or a quantity or quality requirement under the Contract. Notwithstanding anything herein to the contrary, and in addition to any other remedies provided under the Contract, at law, or in equity, Purchaser shall be permitted to charge for each day a delivery is late or each day the Services are not completed on time liquidated damages in the amount of two-tenths of a percent (0.2%) of the total purchase price; provided, however, that such liquidated damages shall not exceed, in the aggregate, five percent (5%) of the total purchase price for the late Goods or Services. If the liquidated damages applicable to Seller reach the aggregate limit of five percent (5%) of the total purchase price for the late Goods or Services, any further delay by Seller shall be a material breach of the Contract

and Purchaser may pursue any of its rights or remedies under the Contract, at law, or in equity, including terminating the Contract, or any part thereof, for cause. Seller acknowledges that these liquidated damages are reasonable, are not Purchaser's exclusive remedy in the event of delay and that Purchaser may pursue any and all rights and remedies it may have under the Contract, at law, or in equity, including recovering liquidated damages in accordance with this Section 4.3, in the event of Seller's delay. Purchaser, without cost or liability to Seller, may reschedule delivery of the Goods or Services by giving written notice to Seller.

4.4 **Compliance and Technical Assistance.** Seller shall comply with all requirements, procedures, rules, policies, and standards of Purchaser, including Purchaser's Supplier Code of Conduct, that are available on www.scoutmotors.com or otherwise disclosed to Seller in writing from time to time and are applicable to Seller's performance under the Contract. Seller shall provide Purchaser with appropriate technical assistance for the Goods, including redesign services if design modifications are required by applicable law, on-site support, and spare parts.

4.5 **Open Source Components.** Seller represents and warrants that (i) any use hereunder of Open Source Components that are integrated or bundled with the Work Product will not violate the terms and conditions of the applicable open source license; and (ii) no Copyleft Materials have been incorporated into any Work Product in a manner that triggers an obligation, with respect to the Work Product, to (a) disclose or distribute any source code; (b) license for the purpose of making derivative works; or (c) redistribute at no charge. Seller shall, upon request by Purchaser, identify and describe each of the Open Source Components that are integrated or bundled with the Work Product, and provide Seller a complete copy of the source code for each such Open Source Component in accordance with the terms of the corresponding controlling open source license.

5. **SHIPPING, PACKING, CUSTOMS, AND TAXES**

5.1 **Shipping, Risk of Loss, and Title.** Unless otherwise stated in the Contract, Seller shall ship Goods DDP (Incoterms 2020) Purchaser's designated facility. Shipping, including carriage, shall be arranged by Seller. Title and risk of loss shall pass to Purchaser upon delivery to Purchaser's facility. Premium shipping expenses necessary to meet delivery schedules under the Contract are Seller's sole responsibility except to the extent caused by Purchaser. Purchaser shall not be required to pay for Goods delivered to Purchaser that are in excess of firm quantities and delivery schedules specified in the Contract. Shipments in excess of those authorized by Purchaser may be returned to Seller at Seller's expense, and Purchaser may debit Seller for the cost of such returns. Purchaser may change shipping schedules or direct temporary suspension of such scheduled shipments, neither of which shall entitle Seller to a modification of the price.

5.2 **Packing.** Seller represents and warrants that the Goods shall be properly packed, prepared, secured, loaded, unloaded, marked, handled, stowed, shipped, and transported in accordance with applicable law and Purchaser's instructions (or in the absence of such instructions, in accordance with industry standards). Unless designated by Purchaser under the Contract, Seller will select transportation methods and carriers using reasonable care. For international shipments, all wooden packaging will be properly heat treated with IPPC stamp applied, and Seller shall deliver the IPPC certificate to Purchaser upon request. Purchaser may specify the method of transportation and the type and number of packing slips and other documents to be provided with each shipment. Seller shall reimburse Purchaser for all expenses, including damage to the Goods, incurred due to Seller's failure to comply with this Section 5.2. Unless otherwise provided in the Contract, any charges or costs related to the handling, packaging, storage, or transportation of the Goods are the responsibility of the Seller and have been included in the price of the Goods.

5.3 Customs. Trade and export credits, and refunds of duties (including duty drawback), taxes, and fees belong to Purchaser. Seller shall provide (a) all documents, information, and certificates necessary for Purchaser to receive the credits and benefits; (b) all certificates of origin (including FTA and USMCA certificates) and the value added in each country; (c) all required export licenses and authorizations; (d) all other required export, import, customs, and trade preference documents; and (e) any other documents reasonably requested by Purchaser in relation to the foregoing. Seller agrees to notify Purchaser in writing of any Goods or Services which are subject to United States or any other country's import or export laws, and of any changes, including to local, state, or FTA or USMCA content, which in each case are subject to Purchaser's approval. Seller warrants that any information and documentation that is provided to Purchaser by Seller about the import or export of Goods is true.

5.4 Taxes. Unless otherwise stated in the Contract or prohibited by law, Seller shall pay all federal, state, local, transportation, and other taxes, including customs duties and tariffs which arise from the sale of the Goods or rendering of the Services. Unless Purchaser has furnished Seller with an applicable exemption certificate, Purchaser shall pay Seller any applicable sales, excise, use or other taxes imposed by any federal, state, local, or foreign government that directly arise from the sale of the Goods or the rendering of the Services and that Seller is responsible by law to collect from Purchaser. All other taxes for which Purchaser is responsible under the Contract shall be submitted in an invoice to Purchaser. Seller shall provide Purchaser with documents required to obtain any applicable exemption, credit, rebate, remission, refund, reduction, or other relief from taxes or foreign tax credit, and other documents applicable to the Parties' performance under the Contract and reasonably requested by Purchaser such as W-9 Forms and similar documentation. Purchaser is authorized to deduct or withhold from each payment to Seller all taxes which Purchaser is required by law to deduct or withhold. Seller shall timely comply with all applicable taxing statutes and shall provide written proof of such compliance upon Purchaser's request. If Seller qualifies for a sales tax exemption, Seller must include a description of the Goods or Services subject to the exemption and the assigned serial certificate number extended to Purchaser. Seller shall indemnify, defend, and hold harmless Purchaser for any amounts assessed against Purchaser arising from Seller's failure to so comply.

6. **PRICE, INVOICES, AND PAYMENT TERMS**

6.1 Price. Purchaser shall pay Seller the purchase price set forth in the Contract, which represents the total amount due to Seller for the Goods and Services under the Contract. The price listed in the Contract, including the Purchase Order (a) is fixed and not subject to increase for any reason (including any increases in raw material or component costs, foreign exchange rates, labor, production, or other supply costs), unless specifically agreed to by Purchaser in writing; (b) includes all shipping (subject to the Incoterms), storage, packaging, crating, labeling, and all other expenses and charges; and (c) includes all customs, duties and all applicable taxes (subject to Section 5.4). Unless otherwise set forth in the Contract, all travel undertaken by Seller or its Representatives shall be at Seller's expense. If Purchaser elects to use returnable packaging, any charges for non-returnable packaging shall be deducted from the price. Seller represents and warrants that the price in the Purchase Order is the total price to be charged to Purchaser for the applicable Goods or Services, and no additional charges of any sort may be added without Purchaser's express written consent.

6.2 Competitive Pricing. Seller shall ensure that the price charged to Purchaser will not exceed the price charged to any other customer of Seller for similar goods or services and that the price charged to Purchaser remains competitive with the price for similar goods or services available to Purchaser from other sellers.

6.3 Invoices. Seller shall issue invoices only after delivery of the Services and/or Goods to Purchaser. Each invoice must be accompanied by a bill of lading along with appropriate shipment tracking

information. The invoices must be itemized in English and include the Purchase Order number, a description of the Goods and/or Services provided, the quantity of Goods in the shipment, number of cartons or containers, bill of lading number, the price, net weights, country of origin, Seller's name and address, consignee name and address, delivery name and address, currency, and any other information required by Purchaser or otherwise necessary for identification of the Goods delivered or Services provided.

6.4 Payment. Purchaser will pay any undisputed amount set forth in a properly submitted invoice Net sixty (60) days after Purchaser's receipt of Seller's conforming invoice. Purchaser may withhold payment for any charges that Purchaser disputes in good faith. Unless otherwise specified in the Contract, payments will be made in U.S. Dollars. Payment may be made by bank or wire transfer or check and is deemed to be made on the date Purchaser's check is mailed or funds transfer is initiated. Purchaser's payment of any invoice shall not be deemed to be acceptance of the Goods or Services, and Purchaser's acceptance of the Goods or Services shall not be construed as evidence that they, in fact, conform to the requirements of the Contract, or as a waiver of Seller's warranty obligations.

6.5 Setoff. In addition to any right of setoff or recoupment provided by law, Purchaser may set off and recoup against its accounts payable to Seller any amounts for which Seller or Seller's Affiliate is liable to Purchaser under any Contract or agreement with Seller or Seller's Affiliate.

7. Purchaser's Property. Upon notice to Seller, Purchaser may enter Seller's premises and take possession of Purchaser's property. Seller shall immediately release Purchaser's property to Purchaser upon Purchaser's request.

8. **CONFIDENTIALITY**

8.1 Existing NDA. If an applicable non-disclosure agreement ("NDA") exists between Purchaser and Seller, in the event of any conflict with these Terms and Conditions, these Terms and Conditions shall prevail.

8.2 Confidentiality Obligations.

8.2.1 Disclosure and use restrictions. The Parties agree that the Receiving Party shall, and shall ensure that its Representatives, (i) use the Confidential Information solely for the purpose of performing such Party's obligations under the Contract ("**Authorized Purpose**"); (ii) restrict disclosure of the Confidential Information only to the Receiving Party's Representatives who need to know the Confidential Information for the Authorized Purpose and who, prior to disclosure, (a) are informed of the confidential nature of the information and (b) have agreed to a duty of confidentiality to the Receiving Party no less restrictive than the terms of the Contract; (iii) be responsible for any breach of the confidentiality obligations of the Contract by its Representatives; (iv) protect the Disclosing Party's Confidential Information using the same degree of care as it uses to protect its own information of similar nature, but no less than reasonable care; and (v) promptly notify the Disclosing Party of the discovery of Receiving Party's unauthorized use or disclosure of the Confidential Information.

8.2.2 Legally Required Disclosure. Nothing contained herein shall be deemed to prevent the disclosure of any Confidential Information if, in the written opinion of counsel to the Receiving Party, such disclosure is legally required to be made in a judicial, administrative, or governmental proceeding; provided, however, that before making any such disclosure, the Receiving Party will provide the Disclosing Party with prompt written notice (to the extent legally permissible) of each such proceeding so that the Disclosing Party may seek an appropriate protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, the Receiving Party may furnish that portion (and only that portion) of the Confidential Information which it is legally compelled to disclose and will exercise

reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to any Confidential Information so furnished.

8.2.3 Return or Destruction. Upon any request from the Disclosing Party, the Receiving Party shall, and shall cause its Representatives to, return or destroy the Confidential Information in the Receiving Party's or its Representatives' possession or control, and provide written certification to the Disclosing Party that all such Confidential Information has been returned or destroyed within ten (10) days of the Disclosing Party's request. Notwithstanding the foregoing, the Receiving Party may retain one (1) copy of the Confidential Information for archival purposes only, provided that such Confidential Information shall remain subject to the provisions of this Section 8 for as long as such Confidential Information is retained.

8.2.4 Injunctive Relief. Because Confidential Information is valuable and unique and the breach of either Party's confidentiality obligations may cause the other Party to suffer irreparable harm in an amount not easily ascertained, any such breach, whether threatened or actual, will give the non-breaching Party the right to seek equitable relief to enjoin or restrain the disclosure or use of such Confidential Information.

8.2.5 Confidentiality Period; Ownership. The provisions of this Section 8 will survive the termination or expiration of the Contract and continue for five (5) years from the later of the disclosure of the Confidential Information or the date of termination or expiration of the Contract; provided that each Party agrees to maintain indefinitely the confidentiality of any trade secret of the other Party. Unless otherwise agreed to herein, all right, title and interest, including all Intellectual Property Rights, in the Confidential Information will remain the property of the Disclosing Party.

9. REPRESENTATIONS AND WARRANTIES

9.1 General Warranties. Seller represents and warrants to Purchaser that Seller: (a) is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of the Contract; and (b) has the authority and ability to enter into, perform the obligations under, and agree to the covenants contained in the Contract, and to grant the rights and licenses granted under the Contract.

9.2 Goods Warranties. In addition to any warranties set forth in the Contract, and any warranties implied or provided by law, Seller, on behalf of itself and its Representatives, represents and warrants to Purchaser and its customers, successors, and assigns that the Goods provided under the Contract shall: (a) not infringe or misappropriate any Intellectual Property Right of any third party, either on its own or in combination with any reasonably foreseeable goods, services, or software; (b) strictly conform to and operate in accordance with the applicable Specifications; (c) strictly conform to all drawings, samples, and other descriptions furnished or relied upon by Purchaser or otherwise part of the Contract; (d) be merchantable, free from defects in design (except to the extent designed by Purchaser without input from Seller), material, and workmanship, and shall be new and meet or exceed the quality standards specified by Purchaser; (e) be fit for the purpose for which they are intended and safe for any use that is consistent with the applicable Specifications or that is reasonably foreseeable; (f) be free and clear of all liens, claims, or other encumbrances, and conveyed to Purchaser with good title; and (g) comply with all applicable laws, regulations, and standards.

9.3 Services Warranties. In addition to any warranties set forth in the Contract, and any warranties implied or provided by law, Seller, on behalf of itself and its Representatives, represents and warrants to Purchaser and its customers, successors, and assigns that the Services provided under the Contract shall: (a) be performed in a professional and workmanlike manner, using qualified Representatives

with the required skill, experience, and qualifications to meet Seller's obligations under the Contract, consistent with all standards and specifications established by Purchaser or if none are provided consistent with industry standards; (b) not infringe or misappropriate any Intellectual Property Rights of any third party; and (c) comply with all applicable laws, regulations, and standards.

9.4 Additional Warranties. Without limiting the foregoing, Seller represents and warrants to Purchaser and its customers, successors, and assigns that Seller and its Representatives: (a) shall not utilize slave, child, prisoner, or any other form of forced, involuntary, or illegal labor, or engage in abusive worker treatment or corrupt business practices; (b) are licensed and permitted and shall comply with all applicable laws, regulations, and standards; and (c) are not Specially Designated Nationals and shall not employ or subcontract any person who is a Specially Designated National, as defined from time to time by the Office of Foreign Asset Control of the United States Department of the Treasury. Seller shall certify Seller's and its Representatives' compliance with the foregoing upon Purchaser's request.

9.5 Future Performance. All warranties of Seller extend to future performance of the Goods and are not modified, waived, or discharged by delivery, inspection, tests, acceptance, and payment. Purchaser's approval of any design, drawing, material, process, or specifications shall not relieve Seller of these representations and warranties. The warranties under the Contract are in addition to any warranties express or implied by law or equity or otherwise made by Seller.

9.6 Notice. Seller shall immediately notify Purchaser in writing if Seller breaches, or has reason to believe that it will breach, any representation, warranty, or other obligation of Seller under the Contract.

9.7 Warranty Period. The warranty period for the warranties set forth in the Contract is the longer of (a) three (3) years from delivery of the Goods and Services to Purchaser; (b) the warranty period specified by Seller and Seller's documentation relating to the Goods or Services; and (c) the warranty period provided by applicable law.

9.8 No Purchaser Warranty. SELLER ACKNOWLEDGES AND AGREES THAT ANY SPECIFICATIONS, STANDARDS, DRAWINGS, SAMPLES, DESCRIPTIONS, OR OTHER QUALITY OR OTHER REQUIREMENTS PROVIDED BY PURCHASER RELATING TO THE GOODS, SERVICES, AND ANY INTELLECTUAL PROPERTY, IS PROVIDED BY PURCHASER TO SELLER ON AN "AS-IS" BASIS, AND THAT PURCHASER MAKES NO REPRESENTATIONS, WARRANTIES, OR COVENANTS WHATSOEVER WITH RESPECT THERETO, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES THAT MAY BE IMPLIED UNDER LAW, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

10. **REMEDIES**

10.1 Rejection of Goods. In addition to Purchaser's other rights under the Contract, the Uniform Commercial Code, and any other applicable law, Purchaser has the right to reject Goods as non-conforming or defective, and at Purchaser's option, Purchaser may: (a) retain the non-conforming or defective Goods in whole or in part with an appropriate adjustment in the price for the Goods; (b) require Seller to repair or replace the non-conforming or defective Goods within twenty-four (24) hours of Purchaser's notice thereof, at Seller's sole expense, including all shipping, transportation, and installation costs; and/or (c) correct or replace the non-conforming or defective Goods with similar items and recover all costs relating thereto from Seller.

10.2 Rejection of Services. In the event of any deficiencies in the Services, Purchaser has the right to take remedial steps and is entitled to, at Purchaser's option: (a) Seller's re-performance of the deficient portion of the Services, or (b) a reduction to the price or refund for the deficient portion of the Services, provided that such steps shall be in addition to, and not in exclusion of, any other rights or remedies of Purchaser under the Contract or at law or in equity.

10.3 Late Delivery. If Seller cannot meet a delivery date, or a quantity or quality requirement under the Contract, or indicates it will not meet a future delivery date, Seller shall promptly notify Purchaser and:

10.3.1 Purchaser may, at its option: (a) cancel all or any part of the Contract without liability to Seller in accordance with Section 19.2.1 (Termination for Seller's Default); (b) require Seller to deliver the Goods using priority freight delivery with incremental freight charges at Seller's expense; and/or (c) perform the Services that were to have been performed by Seller using additional labor, at Seller's expense;

10.3.2 if the provisions of Section 10.3.1 alone or together, are insufficient to meet Purchaser's requirements or if Seller will be unable to comply with such provisions (as determined by Purchaser in its sole discretion), Purchaser may purchase substitute goods and procure alternative services from an alternative supplier and hold Seller accountable for the difference between the price of the Goods or Services under the Contract and the price paid by Purchaser for substitute goods or services, if higher, including amounts charged for shipping, insurance, handling, and any taxes or duties, and other costs incurred by Purchaser; or

10.3.3 if the provisions in Section 10.3.1 and Section 10.3.2 alone or together, are insufficient to meet Purchaser's requirements, or if Seller will be unable to comply with such provisions (as determined by Purchaser in its sole discretion), Seller's default shall subject Purchaser to irreparable and continuing injury for which remedies at law would be inadequate and, accordingly, Purchaser will have the right to apply at any time to a judicial authority for appropriate injunctive relief (or other interim or conservatory measures), including, as applicable, the exercise of the rights set forth in Section 2-716 of the Uniform Commercial Code and/or as otherwise available at law or in equity. Seller acknowledges and agrees that injunctive relief consistent with the terms of this Section 10.3.3 is an appropriate remedy for Seller's default and will not oppose the granting of such relief on the basis that Purchaser has an adequate remedy at law.

10.4 Other Remedies. The rights and remedies reserved to Purchaser in the Contract are in addition to, and shall not limit, Purchaser's other rights and remedies at law and in equity. Seller shall reimburse Purchaser for any incidental, consequential, and other damages arising out of Seller's breach of the Contract, including costs, expenses, reasonable attorneys' fees, and losses incurred by Purchaser: (a) in inspecting, sorting, storing, reworking, repairing, or replacing nonconforming Goods or Services; (b) resulting from production interruptions; and (c) resulting from personal injury (including death) or property damage. Because the breach of Seller's obligations, whether threatened or actual, may cause Purchaser to suffer irreparable harm, Purchaser will have the right to apply at any time to a judicial authority for appropriate injunctive relief (or other interim or conservatory measures), including, as applicable, the exercise of the rights set forth in Section 2-716 of the Uniform Commercial Code and/or as otherwise available at law or in equity.

11. CHANGES

11.1 Purchaser Change Requests. Purchaser may direct in writing that revisions be made with respect to the Services or Goods set forth in a Contract, and Seller shall promptly make the change, provided

that if the change directed by Purchaser affects the cost or time of performance, Seller must provide Purchaser a written notice of a claim for adjustment and a revised quotation, along with supporting information and documentation regarding the effect on cost and time of performance resulting from such change within five (5) business days after Seller's receipt of the change directed by Purchaser and before Seller's implementation of the change. Purchaser, in its sole and reasonable discretion, may agree to an equitable adjustment (up or down) to the cost or the time of performance. Purchaser shall issue a Purchase Order to Seller reflecting any such equitable adjustment.

11.2 Seller Changes. Seller may not make any changes to the Goods or Services covered by the Contract without the Purchaser's prior written approval on the face of a Purchase Order amendment, including changing (a) the price under the Contract; (b) a third party supplier of raw materials, goods, or services; (c) the facility from which Seller operates; or (d) the production method, process, or software used in the production or provision of the Goods or Services under the Contract.

11.3 Beneficial Changes. If Seller learns of any possible change to the Goods or provision of Services that may reduce the costs to perform under the Contract, improve the quality of the Goods or Services, or that may otherwise be beneficial to Purchaser, Seller shall promptly inform Purchaser of the same in writing.

12. Audits. To verify Seller's compliance with the Contract or to validate Seller's performance or ability to perform under the Contract, Seller will allow Purchaser and its Representatives access to Seller's facility and to audit Seller's books, records, and other information relating to the Contract at any reasonable time upon Purchaser's request. Seller shall reasonably cooperate and comply with any such audit or access requests of Purchaser or its Representatives. Seller shall maintain its books, records, and other information relating to the Contract for at least five years after the Termination Date unless a longer period is required under the Contract or by law. Purchaser further reserves the right to audit, at any time, the qualifications and performance of any Representatives of Seller and at Purchaser's request, the Parties shall review the performance of any subcontractor.

13. **INDEMNIFICATION**

13.1 Indemnification. Seller shall indemnify, defend, and hold harmless Purchaser and its Affiliates, successors, and assigns, and their directors, officers, employees, and shareholders (collectively, "**Purchaser Indemnitee**") from and against any and all claims, costs, demands, losses, damages, liabilities, causes of action, judgments, settlements, awards, fines, penalties, assessments, and expenses, including reasonable attorneys' and experts' fees (collectively, "**Claims**"), incurred by the Purchaser Indemnitee or brought by a third party which arise from or relate to: (a) Seller's noncompliance or breach of any representation, warranty, or obligation of Seller under the Contract; (b) liens, encumbrances, and payment and other Claims relating in any manner to the Goods and Services which are asserted by Seller, its Representatives, or anyone engaged by any of them or for anyone for whose acts they may be responsible; (c) any infringement, misappropriation, or other violation of any Intellectual Property Right relating to any Services, Goods, or any portion thereof; (d) the acts or omissions of Seller and its Representatives and their respective officers, directors, managers, shareholders, members, employees, subcontractors, agents, or representatives; (e) Claims by Seller or its Representatives relating to any benefits normally associated with employment at Purchaser; or (f) any personal injury Claim, including death or injury, or damage to property, caused by or attributable to the performance of Seller or its Representatives. Seller's indemnification obligations will apply regardless of whether the Claim arises in tort, negligence, contract, warranty, strict liability or otherwise.

13.2 Procedures. The Purchaser Indemnitee will have the right to determine who controls the defense in any negotiations or legal proceedings pertaining to a Claim in such manner as they may deem appropriate, at Seller's cost and expense. If the Purchaser Indemnitee elects to control its own defense and permit Seller to control its own defense, both Parties may select its own legal counsel and experts; however, Seller shall reimburse Purchaser on a monthly basis for all reasonable attorneys' fees, expenses, and other costs incurred by Purchaser and to the extent possible permitted by the circumstances and ethical considerations, counsel for Seller and counsel for the Purchaser Indemnitee will work together to avoid duplication of effort or expense, in attorney fees or otherwise. In addition, Seller and the Purchaser Indemnitee will make good faith efforts to coordinate their activities so as to take consistent positions in the course of negotiations or legal proceedings. If Seller controls the defense, Seller shall timely provide to Purchaser all information with respect to such defense, compromise, or settlement as Purchaser may request. Seller shall not assume any position or take any action in connection with such defense, compromise or settlement that would impose an obligation of any kind on, or restrict the actions of, Purchaser. Seller will obtain the prior approval from Purchaser of any proposed settlement of any Claims before entering into any settlement of such Claims or ceasing to defend such Claims.

13.3 Intellectual Property Claims. In addition to the indemnification obligations set forth above and Seller's other obligations under the Contract, if a Good or Service becomes, or in Seller's reasonable opinion is likely to become, the subject of a Claim of infringement, misappropriation, or other violation of any Intellectual Property Right, Seller shall, at its sole expense, and at Purchaser's option: (a) procure for Purchaser the right to use the alleged infringing Good or Service; (b) promptly replace or modify the alleged infringing Good or Service to make it non-infringing, provided that the modified Good or Service meets all requirements under the Contract; and/or (c) remove the alleged infringing Good or Service and refund the price (including transportation costs) paid by Purchaser to Seller.

14. Limitation of Liability. PURCHASER SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SELLER FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR STATUTORY DAMAGES IN CONNECTION WITH THE CONTRACT, INCLUDING BUT NOT LIMITED TO ANTICIPATED OR LOST PROFITS OR LOSS OF BUSINESS, WHETHER BASED UPON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF PURCHASER IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES.

15. Limitation on Claims. Any legal action by Seller under the Contract must be commenced no later than one (1) year after the breach or occurrence of the event giving rise to Seller's claim, regardless of Seller's lack of knowledge of the breach or event giving rise to the claim.

16. **FORCE MAJEURE**

16.1 Any delay or failure of either Party to perform its obligations shall be excused if it is caused by an extraordinary and unforeseeable event beyond the nonperforming party's control and without its fault or negligence, which could not be prevented or cannot be reasonably circumvented through the use of alternate sources, workaround plans, or other means, such as: acts of God; government actions; pandemics; embargoes; floods; earthquakes; explosions; natural disasters; riots; wars; and sabotage. Within one business day of such event, Seller shall provide written notice to Purchaser describing the force majeure event and the anticipated duration of the delay. Seller shall use its best efforts to reduce the effects of the event on Seller's performance of its obligations. During any delay or failure to perform by Seller, Purchaser may at its option purchase Services and Goods from other sources and reduce its schedules to Seller by such quantities, without liability to Seller, and may require Seller to deliver to Purchaser in accordance with the terms of the Contract all finished Goods, work in process, and parts and materials produced or acquired for work under the Contract. If Seller's delay lasts longer than thirty days, or Seller does not provide adequate assurance that the delay will cease within such thirty days, Purchaser may immediately terminate

the Contract, in whole or in part, without liability. Seller acknowledges and agrees that the following shall not excuse Seller's performance under theories of force majeure, commercial impracticability, or otherwise, and Seller assumes these risks, including: (i) change in cost or availability of materials, components, or services based on market conditions; and (ii) supplier actions, contract disputes, or any labor strike or other labor disruption. Upon notice to Seller, Purchaser may cancel the Contract, in whole or in part, at any time before delivery or performance if its business is interrupted by an extraordinary and unforeseeable event beyond Purchaser's reasonable control.

17. INSURANCE

17.1 During the term of each Contract and for a period of three (3) years after the termination or expiration of any applicable Contract, Seller will maintain in force, and cause its subcontractors to maintain in force, at its own expense, the following types and amounts of insurance:

17.1.1 "All Risk" property insurance to cover Goods while housed in the facilities of Seller and its Representatives, and in transit to the delivery location identified in the Contract, with minimum coverage equal to the greater of (a) \$5,000,000 and (b) the full replacement value of the Goods (including additional storage, clean-up costs, salvage, security, expediting or additional transportation fees). Seller and its subcontractors will name Purchaser as loss payee and additional insured with respect;

17.1.2 Statutory workers' compensation insurance in accordance with the legal requirements of each country, state, territory, or locality exercising jurisdiction over the Seller's Representatives performing Services in such country, state, territory, or locality;

17.1.3 Employer's liability insurance with a minimum limit in an amount not less than \$1,000,000 per accident, covering bodily injury by accident, and \$1,000,000 per occurrence covering bodily injury by disease, including death;

17.1.4 Comprehensive commercial general liability insurance (written on an occurrence basis and including contractual liability and products and completed operations liability insurance) in an amount not less than \$5,000,000 per occurrence. Seller shall name Purchaser and its subcontractors as additional insured with respect to its interest in the Goods;

17.1.5 Comprehensive automobile liability insurance for owned, hired, or non-owned vehicles with a combined single limit in an amount not less than \$5,000,000 per accident for bodily injury and property damage liability. Seller shall name Purchaser and its subcontractors as additional insured;

17.1.6 Professional Liability or Errors and Omissions insurance, with a per claim limit equal to the greater of (a) \$2,000,000 and (b) the value of the applicable Contract(s) in the annual aggregate;

17.1.7 Employee fidelity bond with third party liability endorsement, or Purchaser added as loss payee, in an amount not less than \$500,000;

17.1.8 Umbrella/excess liability (written on an occurrence basis) insurance, with per occurrence coverage equal to the greater of (a) \$10,000,000, and (b) the value of the applicable Contract. Purchaser and its Representatives shall be named as additional insureds;

17.1.9 Cybersecurity liability insurance, with coverage of not less than \$5,000,000; and

17.2 Seller will ensure that all policies described above will be written by insurance companies rated at least A:-VII by A.M. Best's rating service or equivalent. The required insurance will provide

primary and non-contributory coverage to Purchaser for claims arising out of or in connection with the Contract.

17.3 Seller, for itself and its subcontractors, including their respective insurance carriers, hereby agrees to waive any right of subrogation and have no right of recovery from Purchaser, its Representatives or its insurers. Seller, for itself and on behalf of its subcontractors, warrants that their respective insurance carriers grant them the right to agree to such advance waivers of subrogation. Seller represents that the required types and amounts of insurance required by this Section 17 are adequate to respond to all exposures to losses attributed to Seller and its Representatives. The required limits of insurance do not limit the indemnity and any other obligations of Seller under the Contract. Seller acknowledges and agrees that it is financially responsible for its and its subcontractors' respective deductibles, retentions, self-insurance or co-insurance obligations, or claims or losses in excess of the required insurance coverage limits.

17.4 Insurance Documentation. Upon Purchaser's request, Seller, and if applicable its subcontractors, will furnish to Purchaser certificates of insurance and other appropriate documentation (including endorsements as required to bind the insurers) evidencing all coverage referenced in this Section 17. Such certificates or other documentation will include a provision under which the applicable insurer will give at least thirty (30) days' written notice to Purchaser before limits or scopes of coverage are materially altered or insurance is cancelled or non-renewed. Seller also will require each subcontractor to furnish such certificates and other appropriate documentation to Purchaser and that the certificates or other appropriate documentation include a provision under which the applicable insurer will give at least thirty (30) days' written notice to Purchaser before limits or scopes of coverage are materially altered or insurance is cancelled or non-renewed. Seller will promptly advise Purchaser in writing if it becomes aware that required limits or scopes of coverage are materially altered or that required insurance is cancelled or not renewed.

18. INTELLECTUAL PROPERTY

18.1 Seller Background IP. As between Purchaser and Seller, Seller is and will remain the sole and exclusive owner of all right, title, and interest in and to the Seller Background IP, including all Intellectual Property Rights relating thereto, subject only to the authorization and license granted to Purchaser in this Section 18.1. Notwithstanding the foregoing, Seller hereby grants to Purchaser and its Affiliates a non-exclusive, sublicensable, transferable, worldwide, perpetual, irrevocable, and royalty-free license to all Seller Background IP incorporated into the Work Product, as necessary or useful to make, have made, use, have used, distribute, display, modify, perform, repair, remanufacture, rebuild, offer to sell, sell, and import such Work Product and any derivative works thereof.

18.2 Purchaser Background IP. As between Purchaser and Seller, Purchaser is and will remain the sole and exclusive owner of all right, title, and interest in and to the Purchaser Background IP, including all Intellectual Property Rights relating thereto, subject only to the authorization and license granted to Seller in this Section 18.2. Purchaser hereby grants to Seller a limited, revocable, fully paid-up, royalty-free, non-exclusive, and non-transferable right to use Purchaser's Background IP, solely in connection with, and as necessary for, the performance of Seller's obligations under the Contract.

18.3 Ownership of Foreground IP. Except for any Seller Background IP incorporated into Work Product, Purchaser shall own, and Seller hereby assigns to Purchaser, all right, title and interest, including all Intellectual Property Rights, in and to all Work Product ("**Foreground IP**"). Seller further agrees, and will cause its Representatives to agree, that with respect to any Foreground IP that may qualify as "work made for hire" as defined in 17 U.S.C. §101, such Foreground IP is hereby deemed a "work made for hire" for Purchaser. To the extent that any of the Foreground IP does not constitute a "work made for hire," Seller hereby irrevocably assigns, and shall cause its Representatives to irrevocably assign to Purchaser, in

each case without additional consideration, all right, title, and interest throughout the world in and to the Foreground IP, including all Intellectual Property Rights therein. Seller shall cause its Representatives to irrevocably waive, to the extent permitted by applicable Law, any and all claims such Representative may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of droit moral with respect to the Foreground IP. Upon the reasonable request of Purchaser, Seller shall, and shall cause its Representatives to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Purchaser and its Affiliates to prosecute, register, perfect, or record its rights in or to any Foreground IP.

18.4 Third Party IP. Seller shall not incorporate any third party’s intellectual property into any Work Product unless Seller has obtained for Purchaser a worldwide, perpetual, non-exclusive, royalty-free, fully transferable, fully paid-up license, with right to sublicense, permitting Purchaser and its Affiliates to use, sublicense, and distribute such third party’s intellectual property in the conduct of Purchaser’s business.

18.5 Marks. Neither Party shall acquire, by reason of each Contract, any right, title, or interest in or to the other Party’s names, trade names, or trademarks.

19. CONTRACT TERM AND TERMINATION

19.1 Contract Term. Unless otherwise stated in the Contract, the term of the Contract will begin on the earlier of (a) the date the Parties execute a written supply agreement, including a Purchase Agreement; (b) the date Seller accepts a Purchase Order issued by Purchaser; or (c) the date the Parties begin cooperating in connection to Goods, Services, and/or Deliverables (the “**Effective Date**”) and end on the day which is one hundred and eighty (180) days after all Goods have been delivered and Services have been fully performed, unless extended or earlier terminated in accordance with the Contract (the “**Termination Date**”).

19.2 Termination for Default.

19.2.1 Termination for Seller’s Default. Purchaser may terminate all or any part of the Contract without any liability to Seller, by providing written notice to Seller if Seller is in breach of the Contract and either the breach cannot be cured or, if the breach can be cured, it is not cured by Seller promptly and within thirty (30) days after Seller’s receipt of written notice of such breach; provided, however, Purchaser may immediately terminate the Contract, in whole or in part, by providing written notice to Seller if Seller repudiates, willfully breaches, or otherwise threatens to breach the Contract, or if there is a reasonable likelihood that there will be an imminent interruption in Purchaser’s operations.

19.2.2 Termination for Purchaser’s Default. Seller may terminate the Contract upon sixty (60) days’ written notice to Purchaser in the event of Purchaser’s default for failing to pay two (2) consecutive and undisputed invoices when due, which default remains uncured sixty (60) days after Purchaser’s receipt of written notice from Seller specifying the default. Seller has no right to terminate the Contract except in accordance with this Section 19.2.2.

19.3 Termination for Insolvency. Purchaser may immediately terminate all or any part of the Contract if Seller (a) provides Purchaser grounds for insecurity; (b) files for bankruptcy; (c) becomes or is declared insolvent or is the subject of any proceedings related to its liquidation, insolvency or the appointment of a receiver or similar officer for it; (d) makes an assignment for the benefit of all or substantially all of its creditors; (e) is unable to pay its debts generally as they come due; or (f) enters into an agreement for the composition, extension or readjustment of substantially all of its obligations, by giving written notice to Seller of Purchaser’s intention to terminate the Contract as of a date specified in the written notice, which date will not be less than ten (10) days after the date of the written notice, during which time

Seller may cure such default by causing any such proceeding to be terminated or dismissed, or by providing Purchaser with verification of solvency or otherwise of Seller's ability to perform its obligations hereunder. If Seller fails to cause such proceeding to be terminated or dismissed or otherwise to provide Purchaser with the information set forth above, the Contract will terminate on the date set forth in Purchaser's written notice.

19.4 Termination For Convenience. Purchaser may terminate all or any part of the Contract at any time without cause upon thirty (30) days' prior written notice to Seller.

19.5 Termination Obligations.

19.5.1 Upon expiration or receipt of written notice of termination of the Contract for any reason, unless otherwise directed by Purchaser, Seller shall: (a) promptly terminate all work under the Contract on the effective date of termination or expiration; (b) subject to any payment by Purchaser as provided in the Contract, transfer title and deliver to Purchaser the useable and merchantable finished Goods, Deliverables, work in process, and parts and materials that Seller produced or acquired according to firm quantities ordered by Purchaser under the Purchase Order and which Seller cannot use in producing goods for itself or for others; (c) take actions reasonably necessary to protect property in Seller's possession in which Purchaser has an interest; and (d) deliver to Purchaser any remaining property of Purchaser in Seller's possession.

19.5.2 Upon termination per Section 19.2.1 (Termination for Seller's Default) or Section 19.3 (Insolvency), Seller shall not be entitled to any further payments by Purchaser except for payment at the Purchase Order price for finished and conforming Goods and Services already delivered to Purchaser before the effective date of termination.

19.5.3 Upon termination by Purchaser under Section 19.4 (Termination for Convenience), Purchaser will be obligated to pay only the following without duplication: (a) payment at the Purchase Order price for finished and conforming Goods and Services already delivered to Purchaser before the effective date of termination; and (b) Seller's reasonable actual cost of useable and merchantable work in process and raw materials/parts transferred to Purchaser per Section 19.8.

19.6 Except to the extent specifically provided in this Section 19, Purchaser will not be liable for and will not be required to pay Seller in any circumstance, directly or on account of claims by Seller's subcontractors, for any other losses or costs, whether characterized as lost profits, lost fees, lost business, loss of use, costs associated with business interruptions, unabsorbed overhead, interest on claims, product development or engineering costs, facilities or equipment rearrangement costs or rental, exit charges, unamortized capital costs or expenditures, depreciation costs, work-in-process, raw materials, finished Goods that Seller fabricates or procures in amounts exceeding those authorized in firm releases under the Contract, labor costs, general administrative burden costs from termination of the Contract, or any other losses or costs unless otherwise expressly stated for the specific amount in a separate Purchase Order issued by Purchaser before such losses or costs were incurred. Notwithstanding the foregoing, Purchaser's obligation to Seller upon any termination will not exceed the obligation that Purchaser would have otherwise had to Seller under the Contract on the date of termination in the absence of termination.

19.7 Seller will furnish its termination claim, together with all supporting data, to Purchaser within thirty (30) days after the termination date. All other claims under Section 19 are waived. Purchaser may audit Seller's records before or after payment to verify amounts requested in Seller's termination claim.

19.8 Transition Support. Seller shall provide transition support as reasonably requested by Purchaser for a period of up to ninety (90) days after the effective expiration or termination of the Contract

for any reason to ensure there is no interruption in the supply of Goods or Services to Purchaser, including by providing a sufficient bank of Goods at the Purchase Order price and by taking any actions reasonably requested by Purchaser to support transition to any alternative supplier.

20. Publicity. Seller will not use Purchaser's name, trademarks or service marks or refer to Purchaser directly or indirectly in any media release, public announcement or public disclosure relating to the Contract or its subject matter without obtaining specific prior written consent from Purchaser for each such use or release, which consent may be withheld at Purchaser's sole discretion. This restriction includes, but is not limited to, any promotional or marketing materials, customer lists, or business presentations. Seller will immediately take down or remove Purchaser's name, trademarks, service marks, or other references to Purchaser upon written request by Purchaser, regardless of any previous specific written consent provided by Purchaser for such use or release.

21. Non-Disparagement. Seller shall not, and shall ensure that its Representatives do not, make or publish any disparaging or derogatory statements with respect to Purchaser, its integrity, or its business or professional standing and reputation.

22. Notices. All notices, claims, demands, and other communications to Purchaser under the Contract shall be in writing and sent by certified or registered mail, return receipt requested, and postage prepaid to the below address (or such other address provided by Purchaser to Seller) and shall be effective only upon receipt by Purchaser in the form set forth in this section.

If to Purchaser: Scout Motors Inc., 1775 Tysons Blvd., 5th Floor, McLean, VA, 22102, Attn: VP, Supply Chain, with a copy to the General Counsel at the same address, and a copy to any business contact specified in any applicable Purchase Agreement or Purchase Order.

If to Seller: To Seller's address as may be set forth in any applicable Purchase Agreement.

23. Assignment. Seller shall not assign, delegate, or otherwise transfer the Contract, or Seller's rights or obligations thereunder, in whole or in part, whether voluntarily, by operation of law, by corporate reorganization or a direct or indirect change of control without the prior written consent of Purchaser, and any assignment or transfer in violation of the foregoing is null and void. Any consent by Purchaser to an assignment shall not be deemed to waive Purchaser's right to recoupment from Seller and/or its assigns for any claims or damages arising out of the Contract. Purchaser may transfer or assign the Contract in whole or in part to any third party upon notice to Seller. Subject to the foregoing, the Contract is binding upon and will inure to the benefit of the Parties and their respective successors and assigns.

24. Subcontractors. Seller must not subcontract any of its obligations under the Contract without the prior written consent of Purchaser. Any consent of Purchaser will not release Seller from, or limit Seller's obligations under the Contract, and Seller remains liable for all acts or omissions of such subcontractor. Seller warrants and guarantees that all subcontractors' performance will satisfy all obligations and requirements applicable to Seller under the Contract.

25. Future Work or Guarantee. The Parties acknowledge and agree that entering into these Terms and Conditions and any Contract is not a guarantee of future work or of any minimum payment or volume commitment.

26. Independent Contractor. Seller and Purchaser are independent contracting parties. The Contract will not be construed as creating an employment, agency, partnership, or joint venture relationship, or as permitting a Party to incur obligations on behalf of the other Party, or as making either Party the agent or

legal representative of the other Party for any purpose. Seller is not authorized to bind Purchaser to any liability or obligation or to represent that Seller has any such authority.

27. Non-Solicitation. During the term of the Contract and for an additional twelve (12) months thereafter, Seller will not, directly or indirectly through any third party: (a) induce or advise any employee or independent contractor of Purchaser to leave the employ of or cease the engagement with Purchaser; or (b) solicit for employment or engagement as an employee or independent contractor; or (c) employ or engage as an employee or independent contractor, in each case above, any person who is or was an employee or independent contractor of Purchaser during the term or during the twelve (12) month period after the term of the Contract, without the prior written consent of Purchaser.

28. Approvals and Similar Actions. Where agreement, approval, acceptance, consent, provision of information, or similar action by Seller is required by any provision of the Contract, such action will not be unreasonably delayed or withheld by Seller. If governmental approval of the sale or use of the Goods and/or Services in any jurisdiction is required by any law, court order or regulation, Seller, at its expense, will obtain such approval in sufficient time to permit the sale or use of the Goods and/or Services in such location in accordance with Purchaser's schedule, and will furnish an authenticated copy of each such approval to Purchaser.

29. Waiver. Any waiver by Purchaser of a right or remedy shall not affect Purchaser's rights or remedies subsequently arising under the same or similar clauses. Failure or delay of Purchaser to enforce the provisions of the Contract or its rights or remedies is not to be construed as a waiver of Purchaser's rights under the Contract and does not in any way affect the validity of the Contract or prejudice Purchaser's right to take subsequent action.

30. No Third-Party Beneficiaries. Each Contract is for the sole benefit of the Parties and is not intended to, and shall not, confer any rights or benefits on any third party.

31. Modification. These Terms and Conditions may be amended from time to time by Purchaser in its sole discretion, and such amendments shall be posted on Purchaser's website at www.scoutmotors.com or available upon request. The Parties agree such modified Terms and Conditions shall be effective the day of posting. No other notice will be given and Seller has the obligation to check the website for such amendments. No other modification of these Terms and Conditions is effective unless such modification is evidenced in writing and signed by an authorized representative of Purchaser.

32. Severability. If any term of the Contract is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, the term will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with applicable law. The remaining provisions of the Contract will remain in full force and effect.

33. Governing Law; Disputes. The Contract shall be governed by the laws of South Carolina. The provisions of the United Nations Convention on Contracts for the International Sale of Goods, and any conflict of laws provisions that would require application of another choice of law are excluded. Any claims, demands, disputes, or other claims made regarding any matter arising out of or relating to the Contract shall, at Purchaser's sole election, be resolved through binding arbitration in the Commercial Arbitration Rules and mediation procedures published by the American Arbitration Association by a single arbitrator appointed in accordance with said rules. If arbitration is elected by Purchaser, the arbitration shall take place in Richland County, South Carolina and be conducted in the English language. The arbitration shall permit discovery, as deemed reasonable by the arbitrator. If Purchaser does not elect arbitration, then Seller hereby consents to the jurisdiction of the state courts of South Carolina or, if original jurisdiction can be established, in the federal court in the U.S. District Court for the District of South Carolina, in any suit,

action or proceeding arising out of, or in connection with, the Contract. Seller agrees that it will consent to and not oppose any effort or motion by Purchaser to submit any such state court action to the South Carolina Business Court. SELLER KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE CONTRACT and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum.

34. Entire Agreement. The Contract, together with any documents Purchaser specifically referenced therein, and these Terms and Conditions (as may be amended from time to time), constitutes the final, entire, and exclusive agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral or written representations or agreements by the Parties regarding such subject matter. Except as authorized in Section 11 and 31, no subsequent terms, conditions, understandings, or agreements purporting to modify the Contract or these Terms and Conditions will be binding unless in writing and signed by both Parties.

35. Battle of the Forms. The battle of the forms described in Section 2-207 of the Uniform Commercial Code shall not apply to these Terms and Conditions or to any invoice from Seller relating to these Terms and Conditions.

36. Rights and Remedies Cumulative. All rights and remedies of Purchaser set forth in these Terms and Conditions are cumulative with, and in addition to, all other rights and remedies available to Purchaser at law or in equity. All costs incurred in connection with any remedy and as a result of Seller's breach of the Contract, shall be Seller's obligation, including reasonable attorneys' fees, expenses, and costs incurred by Purchaser. Seller shall not have any right of setoff.

37. Interpretation. The words "include," "includes," and "including" shall not be limiting and shall be deemed to be followed by the words "without limitation", and the words "herein," "hereof", "hereby", "hereto," and "hereunder" refer to these Terms and Conditions as a whole unless context requires otherwise. Any rule of construction or interpretation requiring the Contract to be construed or interpreted against a Party as having been drafted by it shall not apply.

38. Survival of Certain Provisions. The provisions of the Contract that by their nature should survive any termination of the Contract, including Section 2.4 (Order of Precedence), Section 6 (Price, Invoices, and Payment Terms), Section 8 (Confidentiality), Section 9 (Warranties), Section 13 (Indemnification), Section 14 (Limitation of Liability), and Section 19 (Term Of The Contract And Termination) will survive such termination and any Transition Support.

39. Personal Information. To the extent Seller shares information that may directly or indirectly identify, relate to, describe, or link a particular natural person with Purchaser, Seller will do so in compliance with applicable laws, and with Purchaser's data protection and information security requirements as disclosed to Seller by Purchaser in writing from time to time, including providing appropriate notice (including notice regarding the sharing of personal information) and obtaining consent if required; or, if Seller is not the first party collector of such personal information, ensuring that sellers of such data have provided appropriate notices and obtained required consents to share such data. Seller shall make available, upon request, information to demonstrate compliance, including a copy of any notices and consents.

40. Information Security. Seller shall (i) maintain and enforce reasonable information security safeguards against the loss, destruction, modification, or unauthorized access or use of Purchaser's

Confidential Information in Seller's possession or control that are no less rigorous than those maintained by Seller for similar data; and (ii) comply with Purchaser's information security policies as may be disclosed in writing to Seller from time to time.