

Supplier Purchase Order Terms and Conditions

Sellers Acceptance: Seller's commencement of work, shipment of goods, provision of services, or acceptance of payment shall constitute acceptance of this Purchase Order ("PO") and these Terms and Conditions. Any additional or different terms proposed by Seller are expressly rejected and shall be of no force or effect unless expressly accepted in a writing signed by Aalberts Surface Technologies, LLC and its affiliates and subsidiaries ("Aalberts ST").

Entire Agreement: This PO, including documents incorporated by reference, constitutes the entire agreement between the parties regarding the subject matter hereof.

Delivery: Delivery shall be FOB Aalberts ST destination unless otherwise specified in the PO. Time is of the essence. If Seller fails to meet a delivery date, Aalberts ST may cancel the PO without liability and Seller shall be responsible for any additional transportation costs required to meet the delivery date. Delivery is not complete and risk of loss remains with Seller until the goods are received and inspected by Aalberts ST. Shipping charges, if any, shall be separately stated on Seller's invoice.

Changes: Aalberts ST shall have the right at any time to make changes to this PO by written notice to the Seller, and Seller agrees to comply with noted changes. If the changes requested result in a material increase or decrease in cost, the Seller shall so notify Aalberts ST, and the parties agree to negotiate in good faith for an equitable adjustment to the purchase price.

Pricing: The price stated on this PO shall include all charges for packaging, boxing, special handling, FOB Aalberts ST destination. The pricing shall also include the cost of properly disposing of all waste materials including fluids and oils.

Warranty: Seller shall strictly comply with all quantity, quality, and delivery requirements of this PO. Seller warrants that all goods and services shall be new, merchantable, fit for their intended purpose, free from liens, and free from defects in design (to the extent designed by Seller), materials, workmanship, and manufacture. All warranties shall survive inspection, testing, acceptance, payment, and resale of the goods. Seller's warranty shall run to Aalberts ST, its successors, assigns, customers, and users of products sold by Aalberts ST. Seller also warrants that all products comply with all Federal, State, Environmental, Electromagnetic and Safety Standards and/or regulations. SDS information shall be included when required.

Indemnification: Seller shall defend, indemnify, and hold harmless Aalberts ST against all damages, claims or liabilities and expenses (including reasonable attorney fees and expenses) arising from Seller's goods, services, breach of this PO, or the acts or omissions of Seller or its personnel.

Supplier Code of Conduct: Seller shall comply with the Aalberts Supplier Code of Conduct available at <https://aalberts.com/who-we-are/code-of-conduct>. Acceptance of this PO constitutes Seller's agreement to comply with such code.

Remedies: Aalberts ST's rights and remedies are cumulative and in addition to those available at law or in equity. Seller shall reimburse Aalberts ST for all losses, damages, costs and expenses resulting from nonconforming goods or services, including inspection, sorting, repair, replacement, rework, production interruptions, corrective actions, freight, recall costs, personal injury and property damage claims, and incidental and consequential damages. If requested by Aalberts ST, Seller will enter into a separate agreement for the administration or processing of warranty chargebacks for nonconforming goods.

Identification: All invoices, packing lists, shipping notices and other written documents affecting this PO shall contain the PO number.

Proprietary Information-Confidentiality: All information furnished by Aalberts ST to Seller is deemed to be proprietary and confidential to Aalberts ST and shall not be disclosed or used except as necessary to perform the PO unless Seller has written permission from Aalberts ST to do so. This paragraph shall apply to, among other things, drawings, specification or other documents prepared by Seller for Aalberts ST in connection with this order.

Insurance: Seller shall, at its own expense, maintain insurance with reputable insurers which includes: (a) commercial general liability (including product liability) in a sum of no less than \$1 million for each occurrence and \$5 million in the aggregate; (b) worker's compensation insurance in compliance with the applicable laws of each jurisdiction where Seller does any business; (c) if the Seller will use or provide for use of motor vehicles in providing and /or performing the PO, automobile (motor vehicle) insurance covering all liabilities for personal injury and property damage arising from the use of such vehicles, with limits of no less than \$500,000. Upon Aalberts ST's request Seller shall provide Aalberts ST with a certificate of insurance evidencing the coverage specified in this PO.

Successors and Assigns: This PO shall be binding upon the parties hereto, and their representatives, successors and assigns, if any. This PO shall not be assignable by Seller without the express written consent of Aalberts ST. Aalberts ST may assign this PO upon written notice to Seller. Any permitted assignment of this PO shall not relieve the assigning party of its responsibilities and duties hereunder.

Waiver and Release of Liens: Upon Seller's receipt of amounts properly invoiced, Seller waives and releases all rights to, for itself and its subcontractors, and at its sole cost shall obtain prompt removal of any lien fixed against Aalberts ST property, for goods or services performed under this PO.

Audit Rights: Upon reasonable notice during normal business hours, Seller shall provide Aalberts ST, its customers, and applicable regulatory authorities access to relevant facilities, records, and quality documentation. Aalberts ST may audit Seller's compliance with quality, delivery, and performance requirements.

Certifications Required: Sellers of direct production materials or services must be certified to ISO 9001, IATF 16949, or for Lab work only, ISO/IEC 17025. If a PO specifically requires a certificate be provided with the materials or services, Seller must have a counterfeit program in accordance with AS5553 or equivalent and NIST traceable.

Product Safety and Awareness: Suppliers must ensure that they and their employees are aware of their contribution to the product's safety and conformity or service. In all instances where a product is manufactured to a new design, for a new system, or for a new application, the Supplier and Aalberts Surface Technologies allocate responsibility for assuring that all performance, endurance, maintenance safety warnings are met. It is preferred that the allocation responsibility be in writing.

Compliance with Law: Seller shall comply with all applicable laws in performing this PO.

Termination for Convenience: Aalberts ST may terminate this PO in whole or in part at any time upon written notice. Upon termination Seller shall stop work and shall be paid only for conforming goods or services delivered through the effective termination date.

Governing Law: This PO shall be governed by the laws of the State of North Carolina, without regard to conflict of law principles. The parties consent to exclusive jurisdiction and venue in the state and federal courts located in Mecklenburg County, North Carolina.

