

GLOBAL MASTER

GENERAL TERMS & CONDITIONS OF SALE

Revision Date: August 27th, 2026

These General Terms & Conditions of Sale (these “Terms”) govern all Offers, quotations, order acknowledgments, sales of Goods, and provision of Services by Seller to Buyer unless Seller expressly agrees otherwise in a written instrument signed by an authorized officer of Seller. These Terms are intended to allocate risk to Buyer to the maximum extent permitted by applicable law.

1. DEFINITIONS.

As used herein:

“Seller” means the legal entity identified in Seller’s Offer and/or Order Acknowledgment, including any stated “doing business as” name, and no other affiliate, subsidiary, or related entity unless expressly identified as a contracting party.

“Buyer” means the entity to which Seller’s Offer is made or the entity purchasing Goods and/or Services from Seller.

“Goods” means the software, software licenses, products, parts, materials, and/or equipment specifically included in Seller’s Offer and/or Buyer’s Order.

“Standard Product” means fully designed and developed products previously sold by Seller to customers and that require no changes, alterations, or additions from those Goods customarily offered by Seller and described in Seller’s marketing literature.

“Services” means services included in Seller’s Offer and/or Buyer’s Order to be performed by Seller.

“Offer” means any quotation, bid, or proposal for Goods and/or Services made by Seller to Buyer.

“Order” means a purchase order or similar purchase instrument issued by Buyer to Seller for the purchase of Goods and/or Services.

All references to “Seller’s terms and conditions” herein mean and include (i) the General Terms and Conditions of Sale set forth herein; and (ii) any other Terms and Conditions, to the extent referenced in Seller’s Offer and/or Order Acknowledgment. Seller and Buyer are sometimes referred to herein individually as a “Party” and jointly as the “Parties”.

2. OFFERS.

Unless stated otherwise in writing by Seller, Seller’s Offer shall be valid for thirty (30) days from the date of such Offer. Any extension to the validity period shall be at Seller’s sole discretion.

Seller reserves the right to withdraw, revoke, revise, or modify an Offer at any time prior to Seller's issuance of an Order Acknowledgment, notwithstanding Buyer's purported acceptance. The prices offered by Seller apply only to the specific details and quantities stated in the Offer.

3. ACCEPTANCE OF BUYER'S ORDER.

Seller's Offer, these Terms, and Seller's written Order Acknowledgment are the sole and exclusive terms governing the transaction (collectively, the "Contract"). Seller's acceptance of any Order is expressly conditioned on Buyer's unconditional assent to the Contract.

Buyer's issuance of an Order in response to Seller's Offer conclusively evidences Buyer's acceptance of the Contract, irrespective of any additional or different terms included in Buyer's Order or other communications.

Seller hereby rejects and shall not be bound by any terms or conditions in Buyer's Order or other communications that differ from, add to, or modify the Contract, including any terms posted on Buyer portals or referenced by hyperlink. Shipment, delivery, performance, or acceptance of payment shall not constitute acceptance of Buyer terms.

Seller's failure to object to Buyer terms or any other provisions contained in any communication from Buyer shall not waive any of Seller's rights. Any modification of the Contract must be in a written instrument expressly referencing this Section 3 and signed by an authorized officer of Seller.

4. SOFTWARE AND END USER LICENSE AGREEMENT (EULA).

Goods may contain or be delivered with or as digital media containing software proprietary to Seller or a third party. Goods may also be comprised of software delivered in digital media or other format that is proprietary to Seller or a third party.

All software is provided under license only, and not as a sale or other transfer of ownership. Buyer undertakes to accept and be bound by any applicable End User License Agreement (EULA) or other license agreement imposed by Seller or a third party for such software. In the case of software delivered as digital or other media, installation, access, or download of the Goods constitutes agreement by Buyer to the terms and conditions of the applicable EULA.

Seller has no obligation to continue to offer any software product or license for purchase and has no obligation to develop or provide software updates, upgrades, or patches unless specifically included in Seller's Offer.

In the event of a conflict between an expressly negotiated written license accepted by Seller and a standard EULA, the expressly negotiated written license shall control.

5. PRICES.

All prices, invoices, and payments shall be in the currency specified in Seller's Offer. A minimum purchase amount may apply to Orders.

Unless expressly stated otherwise in Seller's Offer, prices are firm and fixed during the validity period of the Offer. After acceptance of an Order, prices shall remain fixed except as expressly permitted under Sections 5.1 through 5.3 below or as otherwise agreed in writing.

Prices are exclusive of special packing and packaging, installation, commissioning, training, insurance, taxes, duties, tariffs, and any other charges not expressly included.

5.1 PRICE ADJUSTMENT; PROSPECTIVE APPLICATION: Seller may adjust pricing prospectively upon thirty (30) days' written notice to Buyer to reflect material increases in raw material costs, commodity indices, tariffs, duties, government-imposed charges, supplier price increases, or other cost impacts beyond Seller's reasonable control.

Any such adjustment shall apply solely to:

- (i) future shipments not yet delivered to a carrier; and
- (ii) performance obligations not yet satisfied as of the effective date of the adjustment.

No price adjustment shall apply to:

- (a) Goods already delivered to a carrier;
- (b) Services already performed; or
- (c) revenue already recognized in accordance with applicable accounting standards.

For clarity, any adjustment shall operate prospectively only and shall not modify or invalidate the binding nature of the underlying Order.

5.2 PRECIOUS METAL AND COMMODITY ADJUSTMENT: If the published benchmark price of gold or other precious metals or identified commodities incorporated into the Goods increases by more than five percent (5%) from the benchmark in effect on the date of Seller's Offer (or other agreed pricing baseline), Seller may adjust the price of affected Goods to reflect the incremental change. Such adjustment shall be calculated based solely on the incremental change in the applicable published index and shall apply only to quantities not yet shipped or performance obligations not yet satisfied as of the adjustment date.

5.3 TARIFFS; DUTIES; GOVERNMENT-IMPOSED CHARGES: If any new or increased tariff, duty, import/export restriction, customs charge, or other government-imposed cost becomes effective after the date of Seller's Offer and directly increases Seller's cost of performance, Seller may pass through such incremental cost to Buyer. Any such adjustment shall apply prospectively only and shall not affect amounts previously invoiced or revenue previously recognized.

5.4 NO COST DISCLOSURE: Seller shall have no obligation to provide certified cost or pricing data, cost breakdowns, audit access, or other cost information except to the extent expressly required by applicable law and specifically accepted in writing by Seller with respect to the applicable Order.

6. PAYMENT TERMS AND TITLE.

Payment terms shall be as stated in Seller's Offer. Unless otherwise agreed by Seller in writing, Seller may, in its reasonable discretion, require payment in advance or as a condition of order acceptance or shipment. Any extension of credit by Seller is subject to prior approval and may be modified or withdrawn at any time.

Buyer is responsible for applicable banking fees or charges.

Buyer shall pay interest on all late payments at a rate equal to the higher of (i) one and one-half percent (1.5%) per month or (ii) the highest rate permissible under applicable law, calculated daily and compounded

monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

In addition to all other remedies available under Seller's terms and conditions or at law, Seller may suspend delivery of any Goods and/or performance of Services if Buyer fails to pay any amounts when due and such failure continues for three (3) days following written notice thereof.

Buyer shall not withhold payment of any amounts due by reason of any set-off or counterclaim of any kind, whether relating to breach, bankruptcy, or otherwise.

If Seller determines, in its reasonable discretion, that Buyer is not financially sound or may be unable to pay in full and in a timely manner, Seller shall have the right to require immediate payment in full in cleared funds prior to continuing work or incurring any further cost, and/or to require adequate assurance, security, a parent guarantee, or a standby letter of credit acceptable to Seller. If Buyer fails to provide such assurance within five (5) days of demand, Seller may suspend performance and/or terminate the Order without liability.

Buyer must raise any dispute relating to an invoice within fifteen (15) calendar days of the date of invoice. If Buyer's dispute is held to be valid, Seller shall credit Buyer the disputed amount; otherwise the invoice is deemed accepted.

Title to Goods shall pass to Buyer upon delivery per the applicable shipping term; provided, however, that, to the extent permitted and enforceable under applicable law, Seller retains a reservation of title and/or purchase money security interest in the Goods until receipt of payment in full in cleared funds.

7. TAXES.

Unless expressly stated otherwise in Seller's Offer, all prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer.

Buyer shall be responsible for all such taxes, duties, and charges; provided, however, that Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real property, or other assets.

8. INSPECTION AND TESTS.

All Goods manufactured by Seller are subject to Seller's standard inspection and quality assurance processes and, if applicable, acceptance testing at Seller's facility.

Buyer shall inspect the Goods promptly upon delivery. Any claim that Goods are nonconforming must be made in writing within ten (10) calendar days after delivery, describing the nonconformance in reasonable detail; otherwise, the Goods shall be conclusively deemed accepted with respect to defects that are apparent upon reasonable inspection. This shall not limit Buyer's rights with respect to latent defects covered under Section 15, subject to the notice requirements therein.

Any unauthorized return, repair, rework, or disposition of Goods may void the manufacturer's warranty. Seller shall not be responsible for defects or damages resulting from such unauthorized action.

Any additional requirements mutually agreed by the Parties in writing, including without limitation, Buyer's source inspection or additional testing required by Buyer, shall be at Buyer's sole expense and shall not unreasonably interfere with Seller's operations.

If Buyer requires inspection by Buyer or Buyer's representative at Seller's place of manufacture, such inspection shall be subject to Buyer's prior written request and Seller's prior written approval. If Buyer fails to perform such inspection on the agreed date, Buyer's request for inspection shall be deemed waived.

Any source inspection, first article inspection, witness testing, quality documentation, or similar requirement shall apply only if expressly identified in Seller's Offer or otherwise accepted by Seller in writing. Any resulting cost or schedule impact shall be subject to equitable adjustment.

9. PACKING AND PACKAGING.

All Goods shall be packed and packaged in accordance with Seller's standard commercial packing and packaging methods.

Any nonstandard or special packing or packaging requested by Buyer is subject to Seller's written agreement and shall be at Buyer's sole expense.

Any military, export-controlled, hazardous material, or other special packaging, marking, labeling, or preservation requirement shall apply only if expressly stated in Seller's Offer or otherwise accepted in writing by Seller, and any associated cost shall be borne by Buyer.

10. DELIVERY, SHIPPING TERMS, AND RISK OF LOSS.

Unless otherwise agreed by Seller in writing, shipping terms shall be as stated in Seller's Offer. If Seller's Offer does not specify shipping terms:

(a) For transactions in which both Seller and Buyer are located in the United States, delivery shall be FOB Origin (Seller's facility) in accordance with the Uniform Commercial Code ("UCC") as adopted in the applicable state. For the avoidance of doubt, "FOB Origin" as used herein is a UCC-defined domestic shipping term and not an Incoterms® rule. Title to and risk of loss of the Goods shall pass to Buyer upon Seller's delivery of the Goods to the carrier at Seller's facility.

(b) For all other transactions, delivery shall be FCA Seller's facility (Incoterms® 2020). Risk of loss shall pass to Buyer in accordance with the applicable Incoterm upon delivery of the Goods to the carrier at Seller's facility.

(c) Notwithstanding the foregoing, for routed export transactions—defined for purposes of this Agreement as transactions in which Buyer appoints its own freight forwarder or agent to act on its behalf in arranging export formalities and/or export documentation—delivery shall be EXW Seller's facility (Incoterms® 2020). Buyer shall be responsible for all export arrangements, including export clearance, transportation, and compliance with applicable export laws and regulations to the extent permitted by applicable law.

(d) Notwithstanding the foregoing, where export licensing, classification, or filing responsibilities are expressly undertaken by Seller in writing, the applicable shipping and compliance responsibilities shall be allocated accordingly for that Order.

In all cases, Buyer is responsible for freight, insurance, and all transportation-related costs unless otherwise expressly agreed in writing by Seller. If Seller prepays shipping, insurance, or other related charges, Buyer shall reimburse Seller promptly for such charges.

If Buyer fails to arrange for collection of the Goods on the scheduled shipping date or fails to provide instructions or documents required for shipment, Seller may, upon written notice to Buyer, store or arrange for storage of the Goods at Buyer's risk and expense. Upon service of such notice: (i) risk of loss shall pass to Buyer; (ii) delivery shall be deemed to have occurred and any outstanding payment shall become immediately due; and (iii) Buyer shall pay Seller all costs and expenses arising from such failure, including storage, handling, and insurance charges.

11. EXPORT, ANTI-CORRUPTION, AND ANTI-BRIBERY COMPLIANCE.

All Goods, Services, and technical information provided by Seller may be subject to export control and sanctions laws of the United States (including ITAR and EAR), the United Kingdom, the European Union, Canada, and other applicable jurisdictions.

Buyer shall not, directly or indirectly, transfer, sell, export, re-export, distribute, allow the use of, or otherwise dispose of Goods or related technical information:

(A) to any prohibited or sanctioned destination; (B) to any person or entity listed on, or owned or controlled (directly or indirectly) by any person listed on, applicable restricted party lists; or (C) for any prohibited end use, including activities involving nuclear, chemical, or biological weapons, missile delivery systems, military end uses requiring authorization, or other restricted applications.

Buyer shall screen relevant counterparties and end users against applicable sanctions lists and maintain commercially reasonable compliance controls. Buyer is responsible for the accuracy and completeness of all end-use, end-user, destination, and program information provided to Seller.

Buyer acknowledges that U.S. law prohibits transactions with certain denied or restricted persons and entities, including those listed on the U.S. Department of Commerce's Denied Persons List, Entity List, or Unverified List; the U.S. Department of Treasury's Specially Designated Nationals and Blocked Persons Lists; or the U.S. Department of State's Debarred Persons List (as each may be amended from time to time).

Buyer shall indemnify, defend, and hold harmless Seller from and against any and all claims, liabilities, fines, penalties, enforcement actions, investigations, losses, costs, and expenses (including attorneys' fees) arising from Buyer's failure to comply with applicable export controls, sanctions, or this Section.

Seller's performance is conditioned upon compliance with applicable export laws. Seller may suspend or terminate any Order without liability if performance would violate applicable law or if required licenses are denied, revoked, or restricted.

The Parties shall provide information reasonably required to secure export authorizations or licenses. Delivery schedules are calculated from the date of receipt of required export license(s). Seller shall commence work only after receipt of required export license(s); provided Buyer may, at its sole risk, authorize Seller to commence work prior to receipt. In that event, Buyer shall reimburse Seller for all costs incurred if any required license is denied, cancelled, revoked, or restricted such that performance becomes impossible or commercially impracticable.

Any Order accepted by Seller which cannot be fulfilled due to law or regulations or Seller's inability to obtain required export license(s) may be cancelled or suspended by Seller without liability.

Each Party shall comply, to the extent applicable to its activities under this Agreement, with all applicable anti-bribery and anti-corruption laws, including without limitation the U.S. Foreign Corrupt Practices Act (FCPA), the UK Bribery Act 2010, and applicable local laws. Neither Party shall directly or indirectly offer, promise, authorize, or provide anything of value to any government official or other person to improperly influence any act or decision or obtain or retain business.

To the extent Seller's performance requires access to or handling of Controlled Unclassified Information (CUI), Covered Defense Information (CDI), export-controlled technical data, or other controlled government information (collectively, 'Controlled Information'), any applicable safeguarding, handling, reporting, assessment, certification, or cybersecurity requirements shall apply only if expressly identified in Seller's Offer or in a written amendment signed by Seller. Any such requirements shall apply solely to the specific scope of work, information, systems, and locations expressly identified in such written acceptance, and shall not apply on an enterprise-wide basis unless expressly agreed in writing by Seller.

12. DELIVERY SCHEDULES AND FORCE MAJEURE.

All dates for delivery of Goods and provision of Services are estimates only. Seller may deliver earlier or later than estimated dates, and all dates require prompt receipt of all necessary Buyer-furnished information, instructions, materials, and equipment (if applicable). Seller shall not be liable for non-adherence with estimated dates.

Any delay or failure of Seller to perform shall be excused to the extent caused by an unforeseeable event or occurrence beyond Seller's reasonable control and without its fault or negligence (a "Force Majeure Event"), including acts of God; actions by any governmental authority; withdrawal or inability to obtain any necessary import or export licenses or other consents; terrorism; fires; floods; windstorms; explosions; riots; natural disasters; wars; sabotage; cyber incident (including ransomware); supplier delays or failures; labor problems (including lockouts, strikes, and slowdowns); inability to obtain power, utilities, materials, labor, equipment, or transportation; epidemics or pandemics; court injunction; or any event rendering performance commercially impracticable.

Seller's time for performance shall be extended for the duration of the Force Majeure Event and a reasonable ramp-up period. Seller may suspend performance or terminate an affected Order upon written notice without liability, subject to Buyer's payment obligations under Section 14.

13. CHANGES.

Buyer may request changes within the general scope of Buyer's Order by providing written notice to Seller; provided, however, such changes shall not be effective unless and until Seller, at its sole discretion, consents to such changes in writing.

If any such changes cause an increase in cost or time required for performance, an equitable adjustment shall be made to the price and/or delivery schedule, and the Parties shall execute a written modification to reflect such changes and adjustments.

Seller shall not be obligated to proceed with any change unless and until the Parties agree in writing to the corresponding adjustment in price and schedule.

For purposes of this Section, “changes” include changes to specifications, drawings, scope of Services, quality requirements, testing requirements, delivery schedules, compliance obligations, or flowdown requirements.

14. TERMINATION.

14.1 FOR CAUSE, INCLUDING DEFAULT: If Seller has reasonable grounds to suspect Buyer has violated any applicable law or regulation, then in Seller’s sole discretion it may, without liability, terminate, cancel, or suspend performance of the Order or any other contract between Buyer and Seller immediately, or postpone delivery of all or any part of the Goods or Services.

Seller may suspend performance pending clarification of any applicable export, cybersecurity, government-flowdown, or compliance requirement.

If a Party materially breaches the Contract, the non-breaching Party shall submit a written cure notice. Except for amounts due to Seller (which shall be paid immediately upon receipt of notice), the breaching Party shall have thirty (30) days to cure. If not cured, the non-breaching Party may terminate for default.

Either Party may immediately terminate if the other Party is adjudicated bankrupt, files a petition for bankruptcy, makes an assignment for the benefit of creditors, or an action under any law for the relief of debtors is taken.

Buyer’s remedies for termination for default shall be subject to and limited by Section 25 (Limitation of Liability).

14.2 FOR SELLER’S CONVENIENCE: Seller may terminate any Order on ninety (90) days written notice, or immediately in the event of a Force Majeure Event or regulatory/compliance restriction. Buyer remains liable for payment for all Goods delivered and for all costs incurred by Seller (including committed materials, work-in-process, supplier cancellation charges, handling, storage, demobilization, and reasonable overhead allocations). Upon payment, Seller shall deliver to Buyer any completed or partially completed Goods/work-in-process to the extent practicable.

14.3 FOR BUYER’S CONVENIENCE: Buyer may cancel all or a portion of an Order for Standard Products or Services only if Seller authorizes cancellation in writing. Authorized cancellations are subject to Seller’s cancellation policy and restocking charges. All Orders for non-standard products (including custom products, non-recurring engineering, blanket orders, and master supply agreements) are non-cancellable and non-returnable. In the event of authorized termination for convenience, Buyer shall pay Seller for:

- (i) all finished Goods;
- (ii) work in process;
- (iii) raw materials and committed supplier costs;
- (iv) non-recurring engineering and tooling costs reasonably incurred;

No intellectual property rights, tooling, or manufacturing know-how shall transfer to Buyer as a result of termination for convenience.

14.4 Forecasts, blanket purchase orders, release schedules, and planning projections provided by Buyer are for planning purposes only and shall not constitute binding purchase commitments except to the extent of specific quantities expressly released in writing by Buyer and acknowledged in writing by Seller. Seller shall have no obligation to manufacture, reserve capacity, procure materials, or incur costs based on forecasts unless and until a firm Order or written release is issued by Buyer and expressly accepted in writing by Seller.

14.5 Seller may exercise any rights herein without prejudice to any other right or remedy. If a Force Majeure Event occurs, Seller may retain any deposit or amount paid by Buyer as of the date of termination notice to the extent permitted by applicable law and to the extent such amounts are reasonable and proportionate to Seller's costs and documented commitments incurred prior to termination, and Buyer bears the risk of loss of such amounts prior to delivery.

Termination of any Order shall not grant Buyer any ownership interest in or license to Seller's Background Intellectual Property except as expressly agreed in a written instrument signed by an authorized officer of Seller.

15. WARRANTY.

15.1 GENERAL APPLICABILITY: Unless otherwise specified in Seller's Offer, applicable product documentation, or an applicable warranty statement published by Seller, the following limited warranties shall apply. Warranty terms may vary by product line, offering, or category of Goods or Services, and in the event of any conflict, such specific terms shall govern over this Section.

15.2 LIMITED WARRANTY FOR GOODS AND SERVICES: Seller warrants that unaltered Goods (including software not supplied as a stand-alone Good) shall be free from defects in material and workmanship and shall conform to Seller's specifications for the period specified in Seller's Offer or applicable documentation, or, if no period is specified, for twelve (12) months from the date of original shipment.

Seller warrants that Services will be performed in a competent and workmanlike manner by personnel of appropriate skill and experience. Any claim for breach of this warranty must be made within ninety (90) days after completion of the applicable Services.

This warranty does not apply to any Goods or Services that have been mishandled, misused, abused, damaged, altered, repaired without Seller's authorization, or improperly stored, installed, operated, or maintained, or to normal wear and tear or failure to comply with Seller's instructions or safety warnings.

Seller's sole obligation and Buyer's sole and exclusive remedy for any breach of warranty under this Section shall be, at Seller's option, repair, replacement, re-performance of Services, or credit/refund of the original purchase price (subject to reasonable depreciation or usage, where appropriate). Under no circumstances shall Seller be liable for any costs related to recall, retrieval, removal, dismantling, re-installation, redeployment, or re-commissioning of any Goods, or any associated costs.

Consumables or third-party products are provided only with the warranties, if any, of their respective manufacturers or licensors, to the extent assignable. The warranty period for repaired, replaced, or re-performed Goods or Services shall be the greater of (i) ninety (90) days or (ii) the remainder of the original warranty period.

Seller does not warrant compliance with specifications, designs, performance requirements, or integration requirements supplied or controlled by Buyer except to the extent of Seller's manufacture in accordance with such specifications.

15.3 LIMITED WARRANTY FOR STAND-ALONE SOFTWARE: For software supplied as a stand-alone Good, Seller warrants for the period specified in Seller's Offer or applicable documentation, or, if no period is specified, for ninety (90) days from delivery, that such software will substantially conform to the functionality described in Seller's applicable documentation, when installed and used in accordance with Seller's instructions.

Seller's sole obligation and Buyer's sole and exclusive remedy for breach of this warranty shall be, at Seller's option, repair, replacement, or credit/refund of the original purchase price (subject to reasonable usage deductions, where appropriate).

Seller warrants compatibility of software only with hardware supplied by Seller. Seller does not warrant that software will operate uninterrupted or error-free, or in combination with third-party software or systems not provided or approved by Seller.

15.4 DISCLAIMER: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER DOES NOT WARRANT THAT THE OPERATION OF ANY GOODS OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. WITH RESPECT TO THIRD-PARTY PRODUCTS OR SOFTWARE, SELLER MAKES NO WARRANTIES WHATSOEVER.

15.5 WARRANTY CLAIMS: Buyer must provide written notice of any warranty claim within thirty (30) days after Buyer discovers or reasonably should have discovered the alleged defect, and in all cases within the applicable warranty period. Failure to provide such notice within the required time shall result in waiver of the claim to the maximum extent permitted by applicable law.

16. RETURN AUTHORIZATIONS (NOT APPLICABLE TO SOFTWARE).

Buyer's return of nonconforming or defective Goods is subject to Seller's return authorization process and procedures. Goods shall not be returned without Seller's prior authorization, as evidenced by a Return Material Authorization (RMA) and instructions issued by Seller.

Buyer shall return Goods transportation and insurance prepaid in accordance with Seller instructions. Failure to follow procedures may result in delays or additional charges; however, such failure shall not unreasonably limit valid warranty claims to the maximum extent permitted by applicable law. Issuance of an RMA does not mean Seller agrees Goods are defective or covered under warranty.

Goods covered by warranty will be repaired or replaced at Seller's option and returned per Seller instructions. Goods found not defective will be returned at Buyer's expense. For defective Goods not covered by warranty, repair/replacement will be performed only after Buyer issues an Order at Seller's then-current pricing, and Seller may charge testing/inspection costs.

17. TOOLING.

Unless agreed otherwise by Seller in writing, all tooling, dies, molds, fixtures, equipment, tools, patterns, software, and designs produced, acquired, or used by Seller for the purposes of fulfilling Buyer's Order shall remain the property of Seller. Modifications made to the dies, molds, patterns, and the like in order to manufacture products shall be at the discretion of the Seller.

18. PRODUCTION DISCONTINUATION.

Seller may discontinue Goods (specific part number, model, or product family) at Seller's discretion. Seller may, at its sole option, accept last time buy Orders for discontinued Goods subject to availability and delivery schedule. All Orders for discontinued Goods are non-cancellable and non-returnable.

If, due to circumstances beyond Seller's control, Seller is unable to deliver the full quantity of ordered discontinued Goods, the balance may be cancelled without liability.

19. BUYER'S OBLIGATION OF ASSISTANCE (APPLICABLE TO SERVICES).

Buyer shall provide Seller all information reasonably necessary for Seller to perform Services, including plans, layouts, wiring instructions, operational information, studies, reports, and other information relative to design, installation, and selection of equipment.

Buyer shall grant or arrange for Seller to have access to all sites where Seller performs Services and provide safe storage of Seller's equipment, materials, and tools. Seller is entitled to rely on Buyer-furnished information and is not responsible for errors or omissions therein.

20. PROPRIETARY RIGHTS.

Seller shall retain all rights, title, and interest in and to any data, information, software programs, tools, specifications, templates, scripts, ideas, concepts, inventions, works of authorship, products, know-how, processes, techniques, and the like used or developed by Seller in connection with Buyer's Order. For Goods manufactured in accordance with Buyer-provided drawings or specifications, Buyer retains design authority and ownership of the product design and technical data. Seller does not acquire any ownership interest in such Buyer-owned design or technical data by virtue of performance under this Contract. For Standard Products and any Goods identified by Seller part numbers, Seller retains design authority, configuration control, and engineering change management, and nothing in this Contract transfers such rights to Buyer absent a written instrument signed by an authorized officer of Seller.

Subject to applicable federal acquisition regulations and government data rights provisions incorporated into this Contract, only to the extent expressly accepted by Seller in a written instrument signed by an authorized

officer of Seller, and to the extent Seller expressly agrees in such written instrument that specifically identified deliverables constitute a “work made for hire” or otherwise assignable intellectual property (collectively, “Foreground IP”), ownership of such Foreground IP shall vest in Buyer strictly as set forth in such written instrument. No deliverable shall constitute Foreground IP absent such express written identification and agreement.

Seller retains all rights, title, and interest in and to its pre-existing and independently developed Background Intellectual Property, including without limitation its manufacturing processes, production methods, tooling (except to the extent expressly transferred in a written instrument signed by both Parties), shop practices, configuration control systems, engineering methodologies, general methods, trade secrets, improvements to manufacturing processes, and any intellectual property not expressly identified as Foreground IP in such written instrument. Except as expressly set forth in this Contract, no rights in Seller’s Background Intellectual Property are granted or transferred by implication, estoppel, or otherwise. Absent such expressly signed written instrument, no deliverable shall be deemed a work made for hire, assigned intellectual property, or licensed intellectual property.

If Buyer requests deviations from Seller’s standard design, specifications, or configuration, Seller reserves the right to re-quote such requirements, assign new or alternative part numbers, or decline such deviations at its sole discretion.

Buyer shall not copy or reverse engineer, or cause or enable any third party to copy or reverse engineer, any Goods, except to the limited extent such restriction is prohibited by applicable law.

Unless otherwise identified in writing to Seller and expressly accepted by Seller in writing, no information disclosed to Seller shall be deemed confidential or proprietary.

No license or other rights in any intellectual property are granted by implication, estoppel, or otherwise except as expressly set forth in a written agreement signed by an authorized officer of Seller.

Nothing in this Contract shall restrict Seller’s right to manufacture, sell, license, supply, or support Goods or similar goods for third parties, including for aftermarket sales or spares, unless expressly agreed in a written agreement signed by an authorized officer of Seller. No high-level specifications, envelope drawings, or similar information shall be construed to restrict Seller’s aftermarket activities absent such written agreement.

Notwithstanding the foregoing, any data rights, license rights, marking obligations, or deliverable ownership requirements required to be flowed down under an applicable prime contract shall apply only if expressly identified in Seller’s Offer or otherwise expressly accepted by Seller in a written instrument signed by an authorized officer of Seller, and only with respect to the specifically identified deliverables. In the event of any conflict between this Section and such expressly accepted flowdown requirements, such accepted flowdown requirements shall govern solely for those deliverables.

Buyer warrants that it has the right to provide any drawings, specifications, technical data, software, or other materials furnished to Seller for performance.

Buyer shall be responsible for the accuracy, classification, and proper marking of any technical data, drawings, or information provided to Seller, and Seller shall have no liability arising from reliance on such information.

21. PATENT, COPYRIGHT, AND TRADEMARK INDEMNIFICATION.

Seller shall indemnify Buyer against third-party claims relating to infringement of any patent, copyright, trademark, or design to the extent that the infringing Goods are manufactured, sold, or used pursuant to Seller's specifications and provided Buyer (i) notifies Seller promptly in writing; (ii) allows Seller to control the defense and settlement; and (iii) reasonably cooperates.

If Goods are held or believed to infringe, Seller may at its option: (i) modify the Goods to be non-infringing; (ii) obtain for Buyer a license; or (iii) require return of the Goods and refund the price paid for the affected Goods.

Seller has no obligation to the extent a claim arises from specifications, designs, functional requirements, or other materials provided, required, or approved by Buyer, or from Buyer-directed modifications, combinations, or uses, including any Foreground IP, to the extent the allegedly infringing feature was dictated or controlled by Buyer.

Seller shall have no obligation to the extent any claim arises from (i) compliance with Buyer specifications, source-controlled items, government-furnished information, or government-mandated designs; (ii) Buyer-directed processes or materials; or (iii) the combination, operation, or use of the Goods with items, systems, software, or platforms not supplied by Seller.

THE FOREGOING CONSTITUTES THE ENTIRE LIABILITY OF SELLER AND BUYER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

22. WORK PRODUCT & CONFIDENTIALITY.

All specifications, drawings, designs, data, information, ideas, methods, patterns, and inventions made, conceived, developed, or generated by Seller in connection with its performance under the Contract ("Work Product") shall, to the maximum extent permitted by applicable law, vest in and inure to Seller and be the sole property of Seller, except to the extent such deliverables are expressly designated as Foreground IP under Section 20 or otherwise expressly assigned in a written instrument signed by an authorized officer of Seller. Nothing herein transfers ownership of Buyer-owned technical data or design authority as set forth in Section 20.

Buyer shall keep confidential and not disclose to any third party the terms of the Contract, all Work Product, and any Confidential Information of Seller without Seller's prior written consent. "Confidential Information" includes business, financial, pricing, and technical information, trade secrets, know-how, programs, designs, data sheets, schematics, configurations, and drawings. To the extent Buyer discloses Confidential Information to Seller, Seller shall protect such information using at least the same degree of care it uses to protect its own confidential information of a similar nature.

Confidential Information does not include information that (i) becomes public without breach by Buyer; (ii) is rightfully received on a non-confidential basis from a third party; (iii) is independently developed without use of Seller Confidential Information; or (iv) was already known to Buyer without restriction prior to disclosure.

A Party may disclose Confidential Information to the extent required by law, regulation, court order, or valid governmental request, provided that, where legally permitted, it gives prompt notice and reasonable cooperation to permit protective treatment.

Notwithstanding the foregoing, any Controlled Information (as defined in Section 11) shall be handled in accordance with the requirements of Section 11, and in the event of any conflict, Section 11 shall govern with respect to such Controlled Information.

23. SAFETY WARNINGS; FITNESS; SYSTEM INTEGRATION DISCLAIMER.

Buyer acknowledges that the Goods can cause death, personal injury, or property damage when used, operated, maintained, stored, or disposed of improperly or contrary to Seller documentation or applicable law.

Buyer is solely responsible for determining the fitness or suitability of a particular Good for any purpose or application and for ensuring compliance with all applicable Seller instructions and all applicable directives, laws, regulations, or controls.

Unless expressly agreed in writing, Seller has no responsibility for system integration, airworthiness or safety certification, regulatory approvals (including medical device compliance), or Buyer/customer end-use approvals, and Seller shall have no liability arising from Buyer's integration, design-in, or use of the Goods, to the maximum extent permitted by applicable law.

23.1 PROHIBITED HAZARDOUS OR SAFETY-CRITICAL USES: Unless expressly approved in writing by Seller, the Goods are not designed or intended for use in (i) nuclear facilities or nuclear applications, (ii) life-support, medical or patient-critical applications, or (iii) other hazardous, safety-critical, or mission-critical applications where failure could reasonably be expected to result in death, personal injury, or catastrophic property damage.

Buyer shall not use, and shall not permit others to use, the Goods for any such application without Seller's prior written approval. Any such unauthorized use is at Buyer's sole risk, voids any applicable warranty to the maximum extent permitted by applicable law, and Buyer shall defend, indemnify, and hold harmless Seller from and against any claims arising out of such use.

24. INDEMNIFICATION.

Each Party shall indemnify, defend, and hold harmless the other Party and its respective officers, directors, employees, affiliates, and customers from and against third-party claims for death, personal injury, or tangible property damage to the extent caused by the negligent act or omission of the indemnifying Party in the performance of an Order, except to the extent caused by the negligence or willful misconduct of the indemnified Party.

Buyer shall further indemnify, defend, and hold harmless Seller and its respective officers, directors, employees, affiliates, and customers from and against any and all third-party claims, liabilities, damages, losses, fines, penalties, and expenses (including attorneys' fees) arising out of or relating to:

- (a) Goods manufactured to Buyer's designs or specifications;
- (b) Buyer-furnished equipment, materials, or information;
- (c) Buyer's integration, resale, distribution, or end-use of the Goods;
- (d) Buyer's violation of applicable law; or
- (e) Buyer's breach of this Agreement.

Buyer shall further indemnify, defend, and hold harmless Seller and its respective officers, directors, employees, affiliates, and customers from and against any and all third-party claims, liabilities, damages, losses, fines, penalties, and expenses (including attorneys' fees) arising out of or relating to Buyer's unauthorized disclosure, improper marking, misidentification, or mishandling of controlled data, controlled materials, export-controlled information, or other regulated information furnished to Seller.

The indemnified Party shall provide prompt written notice and reasonable cooperation. The indemnifying Party shall control the defense and settlement, provided no settlement admits fault of the indemnified Party without its prior written consent.

25. LIMITATION OF LIABILITY.

NOTWITHSTANDING ANY OTHER PROVISION, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, MULTIPLE, ADMINISTRATIVE, OR PUNITIVE DAMAGES OR LOSSES, INCLUDING LOSS OF USE, LOSS OF REVENUES, LOSS OF ANTICIPATED PROFITS, LOSS OF DATA, OR COST OF CAPITAL, WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, STATUTORY DUTY, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Seller's total aggregate liability arising out of or relating to this Contract or any Order, including indemnity obligations and any procurement or cover costs, shall not exceed ten percent (10%) of the total amounts paid to Seller under the applicable Order over the life of the program (not to exceed ten (10) years), or the maximum limitation permitted under applicable law if this limitation is deemed unenforceable in whole or in part.

25.1 CLAIM NOTICE AND TIME BAR: Buyer shall notify Seller in writing of any nonconformity that is reasonably discoverable upon inspection within ten (10) calendar days after delivery of the Goods. All other claims must be notified within a reasonable period after Buyer discovers or should have discovered the basis for the claim, and in any event no later than the applicable warranty period or one (1) year after shipment of the Goods or completion of the Services giving rise to the claim, whichever is shorter, to the maximum extent permitted by applicable law. Any claim not brought in accordance with this Section is waived to the maximum extent permitted by applicable law.

The foregoing limitation shall not apply solely to damages arising from Seller's fraud or willful misconduct, and to third-party claims for bodily injury or death to the extent caused by Seller's negligence and not otherwise covered by insurance.

26. LAWFUL USE OF GOODS.

Buyer warrants and represents that all Goods purchased shall be used only for lawful purposes and in strict compliance with all applicable laws and regulations, including in the jurisdictions in which the Goods are purchased, resold, integrated, or used.

27. ETHICS AND VALUES.

Seller is committed to uncompromising ethical standards and strict adherence to laws and regulations.

28. ORDER OF PRECEDENCE.

Any inconsistency between Seller's terms and conditions, Buyer's Order, or any other documents related thereto shall be resolved by giving precedence in the following order: (i) Seller's Special Terms and Conditions, (ii) Seller's Offer, (iii) these Terms, (iv) Seller's specifications, (v) statement of work or scope of Services, (vi) Seller's written acknowledgment, (vii) Buyer's Order. The controlling version of these Terms is in English. Any translation is for convenience only; the English version prevails.

29. GOVERNING LAW.

The Contract and performance of the Parties shall be construed and governed in accordance with the laws of the country, or if the U.S., the state, or if Canada, the province, of the jurisdiction of incorporation or formation of Seller, without regard to conflict-of-laws rules.

Neither (i) the United Nations Convention on Contracts for the International Sale of Goods; (ii) the 1974 Convention on the Limitation Period in Contracts for the International Sale of Goods; nor (iii) the Protocol amending the 1974 Convention apply to the Contract.

29.1 GOVERNMENT CONTRACTS: If Goods or Services are to be used in connection with a government contract, Buyer shall notify Seller in writing prior to Order acceptance. Only mandatory flow-down clauses required by applicable law or by the prime contract to be included in subcontracts shall apply, and only to the extent (i) specifically identified in Seller's Offer or in a written amendment signed by Seller, (ii) applicable to the Goods or Services being supplied, and (iii) not inconsistent with Seller's role as a subcontractor or supplier.

No FAR, DFARS, cybersecurity, cost-accounting, audit, quality-system, traceability, record-retention, or other government-contracting obligation shall apply except to the extent expressly accepted in writing by Seller with respect to the applicable Order.

30. DISPUTES AND ARBITRATION.

The Parties shall attempt to resolve any dispute, controversy, or claim arising under or relating to an Order, including interpretation, performance, or termination.

If unresolved, the dispute shall be referred to arbitration administered by the International Chamber of Commerce under its Rules of Arbitration. The seat, or legal place, of arbitration shall be the capital city of the country in which Seller is incorporated, or, for a Seller incorporated in the United States or Canada, the

capital city of the state or province of Seller's incorporation, unless otherwise specified in Seller's Offer. The language of the arbitration shall be English.

The award shall be final and binding. The arbitrator shall have no authority to award damages excluded by Section 25. The prevailing Party may be awarded arbitration expenses (including attorneys' fees) at the arbitrator's discretion. To the maximum extent permitted by law, both Parties waive any right to appeal.

Nothing in this Section shall prevent either Party from seeking interim, provisional, or injunctive relief from a court of competent jurisdiction to protect Confidential Information, intellectual property, export-controlled information, or other rights pending arbitration.

31. RELATIONSHIP OF THE PARTIES.

Each Party is an independent contractor. Nothing herein creates a joint venture, partnership, agency, or employment relationship. Neither Party has authority to bind the other except as expressly authorized in writing.

32. NO THIRD-PARTY BENEFICIARIES.

The Contract is for the sole benefit of the Parties and their respective successors and permitted assigns and confers no rights or remedies on any other person or entity.

33. NOTICES.

All notices, requests, consents, claims, demands, waivers, and other communications ("Notice") shall be in writing and addressed to the Parties at the addresses set forth on the Order or such other address designated in writing.

Notices shall be delivered by personal delivery, nationally recognized overnight courier (fees prepaid), or certified or registered mail (return receipt requested, postage prepaid). A Notice is effective upon receipt by the receiving Party.

Notices may also be delivered by email to the email address designated by the receiving Party for contractual notices; provided, however, that notices relating to litigation, arbitration, or termination for cause shall also be sent by nationally recognized overnight courier or registered mail.

34. ASSIGNMENT.

Buyer may not assign, delegate, sublicense, or transfer its obligations or rights without Seller's prior written consent; any attempted assignment without consent is void.

Seller may subcontract work and may assign or novate the Contract to a parent, subsidiary, affiliate, or successor in connection with a merger, consolidation, or sale of substantially all relevant assets, provided the successor assumes Seller's obligations.

35. WAIVER; REMEDIES; COSTS.

No waiver by Seller is effective unless in a written instrument signed by an authorized representative of Seller. A waiver is not a continuing waiver and does not waive any other breach.

Seller's remedies are cumulative and in addition to any other remedies at law or in equity. Buyer shall pay Seller's costs and expenses (including attorneys' fees) incurred in enforcing the Contract or collecting amounts due.

36. SEVERABILITY.

If any provision is invalid or unenforceable, the remainder shall remain in full force and effect and shall be construed to reflect the Parties' intent to the maximum extent permitted by law.

37. PARTIES.

The Parties to any Offer, Order, or transaction are Seller and Buyer as identified in the Offer and/or Order Acknowledgment. No other Seller subsidiaries, affiliates, or business units have any obligations unless expressly stated in writing.

No parent, affiliate, subsidiary, or related entity of Seller shall have any obligation, liability, or responsibility under this Contract unless expressly identified as a party in a written agreement signed by such entity.

No such entity shall be deemed a party, guarantor, or otherwise liable under this Contract by implication, estoppel, course of dealing, usage of trade, or otherwise.

38. COMPLIANCE AND CONDUCT

Each Party shall conduct its activities under this Agreement in material compliance with applicable laws and regulations. Notwithstanding the foregoing, nothing in this Section creates any independent audit rights, warranties, or representations beyond those expressly set forth in this Agreement.

39. HEADINGS.

Headings are for reference only and shall not affect interpretation.

40. SURVIVAL.

Any provision which contemplates performance or observance after termination or which by its nature should survive termination or expiration of the Contract shall so survive, including without limitation Sections 6, 11, 14, 15, 16, 20–25, and 28–36.