

SCHENCK PROCESS LLC
PURCHASE ORDER GENERAL TERMS AND CONDITIONS

- 1. Acceptance Agreement** – These Purchase Order General Terms and Conditions apply to the Purchase Order (“Order”) issued by Schenck Process LLC (“Buyer”) for the goods and/or services to be provided by the recipient of this Order (“Vendor”). Vendor’s commencement of the fabrication of the goods referenced in this Order, or the shipment of such goods, or Vendor's commencement of the providing of the services referenced in this Order, whichever occurs first, will be deemed an acceptance of this Order.
- 2. Completion** – Time is of the essence with respect to this Order. If delivery of goods or the rendering of services is not completed by the time promised, Buyer reserves the right, without liability, in addition to its other rights and remedies, to terminate this Order, by notice effective when received by Vendor, as to goods not yet shipped or services not yet rendered, and to purchase substitute goods or services elsewhere and charge Vendor for any loss incurred. Neither party will be considered to be in default of performance of their obligations hereunder to the extent that such performance of such obligations is affected by force majeure, including but not limited to, wars, strikes, fires, floods, earthquakes, explosions, blockades, embargoes, terrorism, piracy or any acts of God.
- 3. Shipment** – All goods are to be suitably prepared and packed for shipment in accordance with good commercial practices, so as to effect safe delivery and the avoidance of weather damage, to secure the lowest transportation rates, and to meet carriers’ requirements. Damages resulting from improper or inadequate packaging will be charged to Vendor. No charges to Buyer will be allowed for packing, crating or carriage unless stated in this Order. If in order to comply with Buyer's required delivery date, it becomes necessary for Vendor to ship by a more expensive way than specified in this Order, any increased transportation cost resulting therefrom will be paid for by Vendor unless the necessity for such rerouting or expedited handling has been caused by Buyer. Each container must be marked to show the Order number of this Order, and a packing sheet showing this Order number must be included in each package of any less than full load shipment and with each full truckload shipment.
- 4. Warranties** – Vendor expressly warrants that all goods and services furnished under this Order will conform to all drawings, specifications and appropriate standards, will be new, and will be free from defects in material and workmanship for a period of 12 months from date of operation of the goods and/or services. Vendor warrants that the services furnished under this Order will be performed according to generally accepted quality, standards, care, practices and principles prevailing in the United States at the time the services are performed. Vendor warrants that all such goods and services will conform to any statements made on the containers, labels or advertisements for such goods or services, and that any goods will be properly contained, packaged, marked and labeled. Vendor further warrants that all goods and services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose or purposes for which goods and services of that kind are normally used. If Vendor knows or has reason to know the particular purpose or purposes for which Buyer intends to use the goods and services, Vendor warrants that all goods and services will be fit for such particular purpose or purposes. Vendor warrants that all goods and services furnished hereunder will conform in all respects to samples. Inspections, tests, acceptance or use of the goods or services furnished hereunder will not affect Vendor’s obligation under these warranties, and such warranties will survive inspections, tests, acceptance and use. All of Vendor’s warranties and Buyer’s warranty remedies hereunder shall be for the benefit of, extend to, and be enforceable by, either Buyer or Buyer’s customer. Vendor shall also ensure that any warranties and remedies obtained from Vendor’s suppliers shall also be made for the benefit of, extend to, and be enforceable by, Buyer or Buyer’s customer. Vendor agrees to promptly replace, or at Buyer's sole option to promptly correct defects in, any goods or services not conforming to the foregoing warranties, without expense to Buyer, when notified of such nonconformity by Buyer, provided Buyer elects to provide Vendor with the opportunity to do so. In the event of failure by Vendor to promptly correct defects in nonconforming goods or services, or to promptly correct any such defects, Buyer, after reasonable notice to Vendor, may make such corrections, or have such corrections made by a third party, or may replace such goods and services, and charge Vendor for the costs incurred by Buyer in doing so.
- 5. Freight Charges** – When published freight charges are used, any decrease that occurs will be for the account of Buyer.

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- 6. Price Warranty** – Vendor warrants that the prices for the goods and services sold hereunder are not less favorable than those currently extended to all other customers of Vendor for the same or similar goods and services in similar quantities. In the event Vendor reduces any of its prices for such goods and services to any other customer during the term of this Order, Vendor agrees to reduce the prices hereunder correspondingly. Vendor warrants that the prices reflected on this Order are firm from the date of the Order shown on the face hereof, and are complete and that no additional charges of any type will be added without Buyer’s express written consent. The types of such additional charges include, but are not limited to, shipping, packaging, labeling, customs duties, taxes, storage, insurance, boxing and crating.
- 7. Setoff** – Any claim for money due or to become due from Buyer will be subject to deduction or setoff by Buyer to the extent Buyer has any claim against Vendor arising out of this or any other transaction with Vendor.
- 8. Changes** – Buyer has the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase in the cost of the goods or services, or in the time required for performance, an equitable adjustment in such costs or timing will be made by mutual agreement, however, no such adjustment will occur unless agreed to, in writing (verbal or email change orders will not be accepted), in advance, signed by a designated officer, director or authorized buyer of both parties. Vendor agrees to accept any such changes subject to this paragraph. No modifications to this Order will be made by Vendor without the written consent of Buyer, in advance.
- 9. Indemnification** – Vendor will defend, indemnify and hold harmless Buyer, Buyer’s customer, and any other parties required to be indemnified under a customer contract (if applicable) (collectively “Indemnified Parties”), against all damage claims, liabilities and expenses (including attorney’s fees and expenses) arising out of, or resulting in any way from, any defect in the goods or services purchased hereunder, or from any act or omission of Vendor, its agents, employees or subcontractors. Vendor shall indemnify, defend, and hold harmless the Indemnified Parties from and against any losses in relation claims asserted against the Indemnified Parties by Vendor’s employees to the extent such claims are caused by the acts or omissions of Vendor and/or its subcontractors. This indemnification obligation shall be in addition to, and exclusive of Vendor’s obligations to its employees under the relevant workers’ compensation laws. This indemnification will be in addition to all other obligations of Vendor.
- 10. Insurance** – Vendor, at its sole expense, will obtain and maintain the following insurance with insurers satisfactory to Buyer: (i) Workers’ Compensation with statutory limits; (ii) Employer’s Liability with limits not less than \$1,000,000 each accident for bodily injury by accident; \$1,000,000 each employee for bodily injury by disease; \$1,000,000 policy limit for bodily injury by disease; (iii) Commercial General Liability (including contractual liability) with limits not less than \$1,000,000 per occurrence and \$1,000,000 general aggregate; (iv) Business Automotive Liability with a combined single limit not less than \$1,000,000 each accident for bodily injury and property damage; (v) Umbrella or Excess Liability with limits not less than \$5,000,000 per occurrence; and (vi) Professional Liability (if any professional services are being performed) with limits not less than \$5,000,000 per claim and aggregate. The limits required herein may be met through a combination of a primary policy and an Umbrella or Excess policy, and the certificate of insurance shall list which policies the Umbrella or Excess policy sits in excess of. If higher limits or other forms of insurance (e.g., property insurance or pollution liability) are required by Buyer’s customer, then Vendor shall will comply with such requirements. The insurance policies required under 9 (iii), (iv) and (v) shall name Buyer, and any other parties as required by a customer contract, as additional insureds (“Additional Insureds”) and shall be primary and non-contributory with respect to any insurance available to, or maintained by the Additional Insureds. A waiver of subrogation shall be provided, where allowed by law, to the Buyer, and any other parties as required by a customer contract, on all insurance policies (except for Professional Liability insurance) required hereunder. All insurance policies shall be endorsed to provide 30 days’ prior written notice to Buyer prior to termination or non-renewal. Upon demand of Buyer, Vendor will provide Buyer evidence of compliance with this paragraph through a certificate of insurance and copies of the required endorsements (including additional insured, primary/non-contributory, notice of cancellation and non-renewal, and waiver of subrogation endorsements) confirming that such insurance is in full force and effect. Failure to maintain the insurance specified hereunder shall

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be a material breach of this Order, and Buyer may withhold payments due to Vendor until evidence of insurance confirming such insurance is in full force and effect is provided to Vendor, or Buyer may terminate for cause pursuant to paragraph 14 below. Vendor further agrees that the provisions in this paragraph will be imposed upon, assumed by, and performed by all of its subcontractors.

- 11. Confidentiality- Network Access- Advertising** – The parties will consider all information furnished by the disclosing party to be confidential, including but not limited to, any information, technical data, or know-how, including but not limited to, that which relates to research, product plans, products, services, customers names and locations, markets, software, developments, inventions, processes, designs, drawings, specifications, diagrams, engineering, hardware configuration information, calculations, 3D math data, formula and analysis, marketing or finances, the identity of parties, financial and business plans, strategies and projections, or that is of such nature that would reasonably be construed as confidential or proprietary which confidential information is designated in writing to be confidential or proprietary, or if given orally, is identified as confidential at the time of disclosure or confirmed promptly in writing as having been disclosed as confidential or proprietary, and will not disclose any such information to any person, or use such information itself for any purpose other than for performing its obligations under this Order, unless the receiving party obtains prior written permission from the disclosing party to do so. The receiving party shall maintain the confidential information with at least the same degree of care that the receiving party uses to protect its own similar categories of confidential and proprietary information. Notwithstanding the foregoing, the Buyer may disclose confidential information of the Vendor only to those employees, representatives, agents, subcontractors or Buyer’s customer (if applicable) who have a need to know such confidential information and who have been informed of and agree to observe the terms of this Order relating to confidential information. If requested by Buyer or required by Buyer’s customer, Vendor shall execute a Mutual Non-Disclosure Agreement on a form provided by Buyer. If Vendor shall be granted any access to Buyer or customer’s networks or computers, Vendor shall execute a Remote Access Security Policy Acknowledgement on a form provider by Buyer. Vendor will not advertise or publish the fact that Buyer has contracted to purchase these goods and services from Vendor, nor will information relating to this Order be disclosed (including customer names and locations) to any third party without Buyer’s prior written permission.
- 12. Inspection/Testing** – Payment for the goods and services provided or delivered hereunder will not constitute acceptance thereof. Buyer has the right to inspect and to reject any and all of said goods and services which in Buyer’s judgment are defective or nonconforming. Goods rejected or goods in excess of quantities called for herein may be returned to Vendor at Vendor's expense, in addition to Buyer’s other rights. Vendor will be responsible for all expenses of unpacking, examining, re-packing and reshipping such goods. In the event Buyer receives goods whose defects or nonconformities are apparent upon examination, Buyer reserves the right to require replacement as well as the payment of damages. Nothing contained in this purchase order is intended to relieve Vendor from its obligations of testing, inspection and quality control.
- 13. Assignments and Subcontracting** – No part of this Order may be assigned or subcontracted to a third party without the prior written approval of Buyer. Any change in control of Vendor resulting from a merger, consolidation, stock transfer or asset sale shall be deemed an assignment for purposes of this Order that requires Buyer’s prior written consent. In the event a part of this Order is subcontracted with such approval, Vendor agrees that each of its subcontractors will be bound by the terms and conditions of this Order, provided, however, that nothing contained in any such subcontract will create, nor be deemed to create, a contractual relationship between that subcontractor and Buyer.
- 14. Termination for Convenience of Buyer** – Buyer reserves the right to terminate this Order, or any part hereof, at any time, solely for its convenience. In the event of such termination, Vendor will immediately stop all work hereunder and will immediately cause all of its suppliers and subcontractors to cease such work. Under such circumstances, Vendor will be paid a reasonable termination charge, consisting of the percentage of the Order Price equivalent to the percentage of the work performed prior to the notice of termination, plus any actual direct costs resulting from the termination. Vendor will not be paid for any work done after its receipt of the notice of

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termination, nor for any cost incurred by Vendor's suppliers or subcontractors which Vendor could reasonably have avoided.

- 15. Termination for Cause** – Buyer may terminate this Order, or any part hereof, for cause, in the event of any (a) default by Vendor or if Vendor fails to comply with any of the terms and conditions of this Order; or (b) Vendor defaults on a material debt obligation, becomes insolvent, files a voluntary petition in bankruptcy, is adjudicated bankrupt, or has a receiver or trustee appointed for a substantial part of any of its property; or (c) Vendor makes a material liquidation of assets, or reorganization or insolvency proceedings are commenced by or against Vendor; then Buyer shall have the right to terminate this Order. Vendor shall have 10 days to submit an acceptable plan to cure such default to Buyer (unless the default is due to a material threat to health, safety or the environment), and such an event of default must be corrected within 45 days, unless a shorter period of time is required by a customer contract to resolve such a default, in which case the more stringent requirements regarding timing shall prevail. Notwithstanding the foregoing, in the event that the default is a health, safety or environmental default, then such default must be cured within 48 hours and/or Buyer shall have the right to terminate this Order, in whole or in part, effective immediately upon delivery of a written termination notice. Late deliveries, deliveries of products which are defective or which do not conform to this Order, and failure to provide Buyer upon request reasonable assurances of future performance, will allow Buyer to terminate this Order for cause. In the event of a termination for cause, Buyer will not be liable to Vendor for any amount, and Vendor shall be liable to Buyer for all direct costs, losses, and damages arising from Vendor's failure to perform or comply with the terms of this Order, in addition to any and all rights and remedies provided by this Order or by law. If it is determined by a court of competent jurisdiction, that Buyer improperly terminated this Order for cause, such termination shall be deemed a termination for convenience.
- 16. Patents, Copyrights and Trademarks** – Vendor agrees, upon receipt of notification, to promptly assume full responsibility for the defense of any suit or proceeding which is brought against Buyer or its agents, customers or other vendors for alleged patent, copyright or trademark infringement, as well as for the defense of any alleged unfair competition action resulting from similarity in design, trademark or appearance of goods or services furnished hereunder, and Vendor further agrees to indemnify Buyer, its agents and customers, against any and all expenses, losses, royalties, profits and damages, including court costs and attorneys' fees, resulting from any such proceeding. Buyer may be represented by, and actively participate through, its own counsel, in any such suit or proceeding if it so desires, and the cost of such representation will be paid by Vendor.
- 17. Limitation on Buyer's Liability-Statute or Limitations** – In no event will Buyer be liable for anticipated profits or special, incidental, indirect, consequential damages or punitive damages whether based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. Buyer's liability on any claim of any kind for any loss or damage arising out of, or in connection with, or resulting from, this Order, or from the performance or breach hereof, will not exceed the price allocable to the goods or services which give rise to the claim. Buyer will not be liable for penalties of any description. Any action resulting from any breach on the part of Buyer as to the goods or services ordered hereunder must be commenced within one year after the cause of action has accrued.
- 18. Title and Risk of Loss or Damage** – Vendor warrants to Buyer that the goods and services shall be delivered free of any lien, security interest, encumbrance, or any claim of any nature by any third person and that Vendor will convey clear title in the goods and services to Buyer. Except as specifically otherwise provided herein, Vendor will: (1) be responsible for and bear all risk of loss or damage for the goods covered by this Order until they are delivered at the designated delivery point, regardless of the point of inspection or transfer of title, and (2) bear all risks and expense for all returns, including, but not limited to, freight, insurance, packaging, materials and labor as to rejected goods or goods requiring correction, after notice of rejection. Vendor will be liable for all costs and expenses incurred by Buyer arising from (i) Vendor's failure to timely deliver any equipment, (ii) any defects in the materials or workmanship of any equipment, and/or (iii) the failure in the performance of any equipment. Vendor's liability for such costs and expenses will include, without limitation, Buyer's costs for the repair, replacement, removal and/or installation of defective equipment plus any damages, fees or penalties arising from Buyer's delay in

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performance under any contract caused by any such occurrence. Buyer will have the right to offset any amounts due to Buyer from Vendor hereunder against any amounts due by Buyer to Vendor.

- 19. Ownership of Work** – All drawings, plans, specifications, estimates, schedules, calculations, and other documents and materials, including those in digital form only, first conceived, enhanced or prepared for Buyer by Vendor pursuant to this Order (“Work Product”) shall be the exclusive property of Buyer, and Buyer shall have the right to take possession of and use any and all Work Product at any time Buyer may deem it necessary or desirable to do so for any reason, and the exercise of such right shall not be deemed an acceptance of the services or Work Product or any of the services not completed. Possession, use or acceptance, in any manner by Buyer, shall not relieve Vendor of any of its responsibilities or liabilities hereunder. Documents identified in this Order as proprietary or confidential to Vendor may be used by Buyer or Buyer’s customer for the purpose of inspection, installation, maintenance, repair, upgrade, improvement, modification or operation. Any pre-existing intellectual property shall remain the property of Vendor (unless otherwise required by a customer contract), provided that Vendor grants to Buyer and if applicable Buyer’s customer a non-exclusive, irrevocable, transferable, perpetual paid-up license to use the pre-existing intellectual property in connection with the goods and/or services.
- 20. Independent Contractor** – It is expressly agreed that the parties shall be independent contractors and that the relationship between the parties shall not constitute a partnership, joint venture or agency. Neither party shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other party, without the prior consent of such other party. No insurance shall be provided to on the behalf of Buyer to Vendor or any Vendor employees or subcontractors.
- 21. On-Site Work** – If it becomes necessary for Vendor or its employees or agents to enter the premises or property of Buyer or Buyer’s customer in order to construct, erect, inspect, deliver, repair or provide goods or other services as required by this Order, Vendor shall be responsible for and shall reimburse Buyer for any damage to Buyer or customer’s property, or the property of others, and shall defend, indemnify and hold harmless Buyer and if applicable Buyer’s customer from and against any loss, damage, expense, injury or liability for death of or injury to or damage to the property of any persons or from liens, fines or penalties or any person, or taxes or assessment of any kind, resulting in any many from any act or omission of Vendor or its employees or agents, on or about the Buyer’s premises or property, or Buyer’s custom’s premises or property, or in connection with any activities of Vendor pursuant to this Order. The Vendor and any of their subcontractors shall comply with all applicable Buyer and customer safety requirements while present on the premises or property of Buyer or Buyer’s customer.
- 22. Audits** – Buyer shall have the right, from time to time during normal business hours, to inspect, copy and verify the records kept by Vendor in connection with this Order or any subcontractor used in connection with this Order. Buyer’s authorized representatives shall have the right to visit, interview, observe, audit and inspect any Vendor or related facility or person utilized to provide the goods and/or services at any time during normal business hours. If an audit reveals an error in invoicing or amounts paid, Vendor must promptly correct the error and make reimbursements, as appropriate.
- 23. Customer Requirements** – If the goods and/or services are being provided for a customer contract, that customer contract is hereby incorporated by reference. Vendor shall comply with all applicable requirements of the customer contract pertinent to the Vendor’s obligations and responsibilities, and Vendor is bound and obligated to Buyer in the same manner for all obligations as Buyer is bound to Buyer’s customer. Buyer shall provide a copy of the relevant provisions of the customer contract upon request. Notwithstanding anything herein to the contrary, in the event the customer contract includes required flow down provisions to subcontractors, the flow down provisions are incorporated herein in their entirety, made binding on Vendor and control in the event of a conflict between the customer contract and this Order shall prevail.
- 24. US Equal Employment Opportunity Regulations.** To the extent employment activities of Vendor occur in the United States and if otherwise applicable, Vendor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and

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60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

- 25. Supplier Code of Conduct** – Buyer requires its suppliers to abide by the Schenck Process Group Supplier Code of Conduct set forth at <https://www.schenckprocess.com/us/download?id=1024&lang=en&pid=301>, as may be amended from time to time (the “Supplier Code of Conduct”), which is incorporated by reference herein and made a part hereof. As such, Vendor represents that it is in compliance with and shall remain in compliance with the Supplier Code of Conduct.
- 26. Compliance with Laws** – Vendor and its subcontractors shall comply with all applicable laws, orders, codes and regulations, including, without limitation, those relating to occupational health and safety. Vendor will obtain and keep current at its expense all governmental permits, certificates and licenses (including professional licenses, if applicable) necessary for Vendor to provide the goods and/or services. The parties certify that their actions are in compliance with the Foreign Corrupt Practice Act (“FCPA”). The parties agree not to disclose, use, export or re-export, directly or indirectly, any information provided by the parties or the “direct product” thereof as defined in the Export Control Regulations of the United States Department of Commerce, except in compliance with such Regulations. The parties expressly waive the application of the United Nations Convention for International Sale of Goods.
- 27. Governing Law** – This Order will be governed by the laws of the State of Missouri. This Order is entered into in the State of Missouri. By accepting this Order, Vendor submits to the jurisdiction of courts within the State of Missouri. Venue for any litigation based in whole or in part upon the transaction referenced herein, will lie in Platte County, Missouri.
- 28. Taxes** – Buyer will not be liable for any federal, state, or local taxes unless agreed to by Buyer and separately stated in this Order as a separate item.
- 29. Waiver** – Buyer’s failure to require performance of any term or condition of this Order, or to exercise any right or privilege, or Buyer’s waiver of any breach hereunder, will not waive any other terms, conditions, rights or privileges.
- 30. Severability** – In the event that a portion of this Order is found unlawful, then that portion shall be deemed to have been amended to the extent necessary to be lawful, and the remainder of this Order shall be enforceable to the fullest extent permissible by law.
- 31. Survival** – The rights and obligations in paragraphs 4, 9, 10, 11, 17, 18, 19, and 26 will survive expiration or termination of this Order.
- 32. Entire Agreement** – This Order, together with any documents referred to on the face hereof, constitutes the entire agreement between the parties and supersedes any prior understandings and/or written or oral agreements among them respecting the within subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties hereto relating to the subject matter hereof that are not fully expressed herein.