

**WORLD CLASS INDUSTRIES TERMS AND CONDITIONS  
FOR THE PURCHASE OF GOODS AND/OR SERVICES**

Unless this purchase order expressly provides otherwise, it is limited to the terms and conditions set forth herein. Buyer hereby objects to any additional or different terms and conditions proposed by Seller, at any time, in any proposal, quotation, acknowledgment or other document. Any such proposed terms and conditions shall be void and the terms and conditions herein shall constitute the complete and exclusive statement of the terms and conditions of the contract between the parties related to the subject matter of this purchase order.

**1. DEFINITIONS.** The term "Buyer" means World Class Industries, or its subsidiary(ies) or affiliate(s) executing this purchase order. The term "Seller" means any individual, corporation, or other entity performing the Services purchased by Buyer pursuant to this purchase order. The term "Services" means all services furnished by Seller and purchased by Buyer under this purchase order, and includes all ancillary goods, products, and materials provided by Seller to Buyer under this purchase order. The term "Goods" means the items, materials, equipment, software, tooling, and/or parts supplied pursuant to this purchase order.

**2. ACCEPTANCE AND MODIFICATIONS; ENTIRE AGREEMENT.**

This purchase order, including the terms and conditions set forth herein and the terms set forth on the face of the order ("Order"), whether or not issued with reference to a quotation or proposal of Seller, shall constitute an offer. Acceptance by Seller is expressly limited to the terms and conditions hereof and is evidenced by commencement of performance. No changes or modifications in this Order shall be valid unless confirmed in writing by Buyer. Seller's acceptance of the Order is expressly limited to these standard terms and conditions and terms contained on the face of the Order. Seller agrees to provide the Goods and/or Services in accordance with these standard terms and conditions, including those terms stated on the face of the Order, which constitute the entire agreement between Buyer and Seller for the provision of Goods and/or Services and supersede any prior or contemporaneous negotiations or agreement related thereto. Seller acknowledges having access to these terms and conditions, including all terms incorporated herein by reference, whether located at a referenced website or otherwise.

**3. TERM.**

The term of this order begins and ends on the dates set forth on the face of the Order, unless Buyer terminates the Order as allowed by the termination provision of this Order.

**4. PRICE.**

The price for the Goods and/or Services is set forth on the Order. Seller warrants that the prices set forth in this Order are complete and that no additional charge of any type will be added without Buyer's prior express written consent.

**5. PAYMENT.**

Unless otherwise stated in this Order, invoices for Goods and/or Services shall be paid thirty (30) days from the date of receipt of the invoice or receipt of Goods and/or Services, whichever is later ("Payment Due Date"). Discounts offered by Seller to Buyer shall be allowed if payment is made on or before the Payment Due Date. Buyer reserves the right to require Sellers to Buyer units, to submit invoices electronically as set forth in this Order. Moreover, Buyer reserves the right to make payment to Seller electronically. Sellers shall submit invoices on a timely basis after Goods are delivered or Services are rendered. Any invoices submitted after sixty (60) days will not be accepted.

**6. PACKING, PACKAGING, CONTAINERS, AND TRANSPORTATION.**

Supplier shall package Parts in accordance with WCI specifications and applicable law and shall ensure that such packaging is safe, secure and appropriate for international, intermodal transportation by rail, ocean or truck as applicable. Supplier shall be solely responsible for properly loading, lashing and securing Parts inside any shipping container(s) in a manner consistent with international and local industry practices and applicable law, and shall ensure that Parts are not subjected to shifting or damage of any kind whatsoever whether during transport or otherwise. If the Incoterm<sup>®</sup> identified on this Order is designated as "EXW", such Incoterm<sup>®</sup> shall have the meaning ascribed to it by the International Chamber of Commerce Incoterms<sup>®</sup> 2010 edition, to the extent not otherwise in conflict with this Section 6 (Supplier shall be responsible for loading at point of origin notwithstanding the fact that the Order is designated as "EXW"). No charge for loading, packing, packaging, containers or transportation will be allowed except as provided for in this Order.

**7. SHIPMENT/DELIVERY; TITLE TO PARTS; AMENDED DAT; INCOTERM.**

Seller shall ship/deliver in accordance with instructions and specifications set forth in this Order. If not shipped / delivered in accordance with Buyer's instructions and specifications, Seller shall be responsible for any additional costs incurred by Buyer as a result of Seller's failure to comply with such instructions and/or specifications. Title and risk of loss to Parts shall pass to WCI contemporaneously, consistent with the Incoterm<sup>®</sup> identified on this Order. If the Incoterm<sup>®</sup> identified on this Order is designated as either "DAT" or "DAP", such Incoterm<sup>®</sup> shall have the meaning ascribed to it by the International Chamber of Commerce Incoterms<sup>®</sup> 2010 edition, notwithstanding the fact that Seller will ship the Goods using a carrier of Buyer's choosing and subject to terms and conditions as negotiated in advance by Buyer. (Without limiting the foregoing, and solely for avoidance of doubt, the Seller shall continue to bear all risks involved in bringing the Goods to and unloading them at the terminal at the named port or place of destination).

#### **8. DUTY DRAWBACK RIGHTS.**

This Order includes all related customs duty and import drawback rights (including rights developed by substitution and rights which may be acquired from Seller's suppliers) if any, which Seller can transfer to Buyer. Seller shall inform Buyer of the existence of any such rights and upon request, supply such documents as may be required to obtain such drawback.

#### **9. OVERAGES AND SHORTAGES**

Except in the sole discretion of Buyer, overages or shortages specified in this Order will not be accepted and such overages or shortages will be held at Seller's risk. Buyer shall have no obligation to keep or preserve any overages or shortages of Goods delivered by Seller. Buyer may, and at Seller's request shall, return overages or shortages at Seller's risk, and all transportation charges, both to and from the original destination, shall be paid by Seller.

#### **10. FABRICATION AND MATERIAL COMMITMENTS.**

Unless otherwise authorized in writing by Buyer, Seller shall not make commitments for materials or fabricate or assemble in advance of time reasonably necessary to comply with the terms of this Order.

#### **11. PACKAGING AND LABELING LAWS.**

Seller shall package, transport, and label their containers in accordance with all applicable federal, state provincial and local packaging, shipping and labeling laws and regulations in effect in the place to which shipment takes place or as specified otherwise by Buyer. In the absence of laws regulating the labeling of hazardous substances, Seller shall label such substances or their containers in accordance with WARNING LABELS, MANUAL, L-1, published by the Manufacturing Chemists Association, Washington, D.C. or any ANSI or similar standard enacted subsequent to this manual.

#### **12. SERVICES, WARRANTY.**

Seller shall perform the Services, in a professional and workmanlike manner, and in conformity with the specifications set forth in the Order. Seller warrants that all reports, plans, and deliverables provided by Seller under this Order will be complete and accurate and conform to all specifications and criteria provided by Buyer. Seller also represents and warrants that it shall provide sufficient employees or personnel to perform the Services within the applicable time frames agreed to by the parties and that such employees have sufficient skill, knowledge and training to perform the Services. Time is of the essence in the performance of this Order. Seller warrants that (a) Seller and the Services will not be in violation of any applicable law, rule or regulation and Seller will have obtained any permits or licenses required to comply with such laws and regulations, (b) the Services will not violate or in any way infringe upon the rights of third parties, including property, contractual, employment, trade secrets, proprietary information, and nondisclosure rights, or any trademark, copyright or patent rights, (c) Seller will not transfer or process personal information under this Order in a manner that necessitates Buyer to obtain consent for the transfer or processing of personal information under applicable law, and (d) Seller is not subject to and will not enter into any agreements or arrangements which preclude compliance with the provisions of this Order. These warranties are in addition to all other warranties, express, implied or statutory, which may be applicable. Any exclusion or limitation of liability clause or any other clause restricting, in any manner whatsoever, Buyer's remedies in documents of Seller, or otherwise, are hereby objected to and rejected. In the event WCI notifies Seller of any nonconformity with respect to the warranties set forth in Section 12, Seller shall, at its own expense, promptly re-perform the Services or correct such nonconformity as necessary to bring the deliverable into conformity with the applicable specifications (such specifications are to be mutually agreed upon by the parties pursuant to the Order). Seller's curative efforts are to be completed within the applicable "Cure Period" which shall be fifteen (15) business days unless a different period is set forth in the Order. In the event Seller is unable to cure such nonconformity within the Cure Period, then Buyer may immediately terminate the applicable Order. All warranties and other provisions of this paragraph will survive inspection or acceptance of and payment for the Services and completion, termination or cancellation of this Order.

#### **13. GOODS, WARRANTY.**

Seller expressly warrants that all Goods covered by this Order will conform to the standards, specifications, drawings, samples, models, 3-D geometry or other description furnished or expressly adopted by Buyer, and will be of good material and workmanship, and free from defects, including defect in design (if Seller's design) and, if custom-designed by Seller for the application specified by Buyer, be comparable in quality to similar custom-designed goods sold for similar application, and if the Goods are not ordered to Buyer's specifications, Seller further warrants that they will be of merchantable quality and fit and sufficient for the purpose intended. Seller further warrants that so long as Buyer is paying maintenance fees for Goods, the Goods will conform to all operational and functional capabilities and features as set forth in the specifications and will be free of defects that affect the performance of such features. Seller further warrants that all Goods, products, and materials furnished as part of the Services will comply with all applicable Federal, State, Provincial and local statutes, laws, regulations, orders, and ordinances, including, without limitation, all environmental and occupational health and safety laws and industry standards and Buyer's specifications that restrict or prohibit certain chemical compounds as specified in the World Class Industries Restricted Materials List. The World Class Industries restricted materials list is found at: <https://www.worldclassind.com/RestrictedMaterials>

Seller also warrants that its processes shall comply with the World Class Industries Quality Manual and that the Goods will comply with all current industry safety standards, including labeling requirements and adequate warnings as required. The World Class Industries Quality Manual is found at: <https://www.worldclassind.com/QualityManual>.

#### **14. EMISSIONS WARRANTY.**

If Goods contain emissions-related components, Seller shall timely provide to Buyer, for inclusion into its operator's manuals, emission-related

warranty and maintenance instructions approved and/or required by governmental authorities for the Goods. Should Seller fail to do so, Buyer may include in its operator's manuals an emissions-related warranty and maintenance instructions. The emissions-related warranty provided by Seller shall be provided in accordance with applicable government laws and regulations, including but not limited to, the U.S. Clean Air Act, U.S. Environmental Protection Agency and California Air Resource Board engine exhaust emission and which is due to causes beyond its control including, acts of God or of regulations, 40 CFR §1051.120; §1054.120; §1039.120; and, §2425, as they may be amended. Seller shall reimburse Buyer for costs Buyer incurs in performing emissions-related warranty work on the Goods.

**15. REJECTION.**

Goods and/or Services will be received subject to inspection and approval by Buyer after delivery. Upon inspection, Buyer may give Seller notice of rejection or revocation of acceptance notwithstanding any payment, approval, or inspection. No inspection, approval, delay or failure to inspect, or failure to discover any defect or other non-conformance, will relieve Seller of any obligations under this Order or limit, revoke or waive any right or remedy of Buyer with respect to Seller's performance hereunder. If, in Buyer's judgment, the Goods and/or Services do not conform with the requirements of this Order, Buyer will have the right to reject the Goods and/or Services and, in addition to any other rights or remedies it may have, Buyer may, in its sole discretion: (a) seek reimbursement, credit, replacement, or repair as Buyer may direct; or (b) correct, rework, and/or repair the Goods and/or Services with all costs associated therewith to be charged to and paid by Seller. All such non-conforming Goods and/or Services that are so remedied will have the same warranty as stated in Section 12 and/or 13 of this Order from the date of re-delivery. WCI may charge a Cost of Poor Supplier Quality Recovery to partially offset the cost associated with initial containment activities, sorting, overtime, ship hold, re-work, expediting, return shipping costs, associated taxes and fees related to non-conformances.

**16. DEFECTIVE GOODS.**

If any of the Goods fail to meet the warranties contained in Section 13 (a "Nonconformity"), Seller shall, upon notice from Buyer, promptly correct or replace those Goods at Seller's expense. If Seller shall fail to adequately address the Nonconformity, then Seller shall reimburse Buyer for all costs to correct or replace the Nonconformity in the Goods. If Seller fails to do so, Buyer may cancel this Order as to all such Goods, and in addition, may cancel the then remaining balance of this Order. After notice to Seller, all such Goods will be held at Seller's risk. Buyer may, and at Seller's direction shall, return such Goods to Seller at Seller's risk, and all transportation charges, both to and from the original destination, shall be paid by Seller. Any payment for such Goods shall be refunded by Seller unless Seller promptly corrects or replaces the same at its expense. If any field problem occurs as a result of a Nonconformity in the Goods and is sufficiently serious and widespread to threaten Buyer's marketing of its end product or Buyer's reputation, or poses a previously unforeseen safety hazard or causes any governmental agency, including, without limitation, a governmental consumer product safety agency or the United States Consumer Products to require a change in Buyer's end product, such that a recall or Product Improvement Program (a "PIP") is a reasonable corrective action, Seller shall pay forthwith to Buyer all costs and expenses reasonably incurred by Buyer in taking such corrective action. If the corrective action is necessary in part because of a Nonconformity in Goods provided, and in part because of an act or omission of Buyer, said costs and expenses shall be allocated between the parties pro rata according to their respective percentage of fault.

**17. MANUFACTURING CHANGES.**

Seller shall give Buyer no less than sixty (60) days prior, written notice of any specification, design, part number or other identification changes, or any major changes in process or procedure or changes in the location of the manufacturing plant or place where Seller performs any of its obligations under this Order if any such changes may affect the Goods.

**18. TERMINATION.**

Buyer may terminate this Order for its convenience, in whole or in part, by written or electronic notice at any time. If this Order is terminated for convenience, any claim of Seller shall be settled on the basis of reasonable costs incurred by Seller in the performance of this Order for labor and materials which are not usable by Seller. Materials for which Seller is reimbursed shall become the property of Buyer and shall be surrendered to Buyer upon termination of this Order. Seller shall safeguard and shall not destroy such materials without Buyer's consent. Notwithstanding the foregoing, the License shall survive termination of this Order.

**19. DELAYS.**

If Seller fails or refuses to proceed with this Order, Buyer may cancel the then remaining balance of this Order unless the delay is an "excusable delay" as hereinafter defined. An "excusable delay" shall not constitute a default under this Order. The term "excusable delay" as used in this Section means any delay in performing the Services or providing the Goods which results without fault or negligence of Seller and which is due to causes beyond its control including, acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, unusually severe weather, and delays of a party's supplier due to such causes. For greater certainty, "excusable delay" does not include any strike, lock-out, labor dispute or inability to obtain labor, utilities, services or raw materials. Each party shall promptly notify the other of any such delay and the cause thereof.

**20. INDEMNIFICATION.**

Seller shall, at its expense, protect, defend, hold harmless and indemnify Buyer, its subsidiaries, affiliates, authorized dealers and distributors and their officers, directors, employees, agents, successors, assigns, and customers (collectively, "Indemnitees"), from and against any and all claims, suits, allegations, judgments, actions, liabilities, losses, damages, costs and expenses, including, but not limited to, attorneys' fees and expenses (the "Loss") arising out of, resulting from, related to or associated with: (a) any claim or allegation that Buyer or its Indemnitees use, sale, offer for sale, manufacture, or import of any deliverable created during the performance of the Services by Seller, including without limitation any applicable work of authorship, drawings, and marketing materials that infringes or misappropriates the patent, copyright,

trade secret or other intellectual property right of any third party. If the use, sale, manufacture, or import of any such deliverable created during the performance of the Services or delivery of the Goods by Seller is enjoined as a result of such claim, Seller, at no expense to Buyer, shall obtain for Buyer and its Indemnitees the right to use, sell, manufacture, or import any such deliverable and extend this indemnity thereto. In no event shall Seller enter into any settlement without Buyer's prior written consent; (b) Seller's negligence, strict liability or other claim involving the design, manufacture, material and/or workmanship of the Goods and/or Services or deliverables or the warnings or lack thereof; (c) The willful or negligent acts or omissions on the part of Seller, of its employees, workers, subcontractors, agents, successors and assigns, including, but not limited to injury or death to any person as well as damage to any property, except as may result solely from the willful or negligent acts of Buyer; (d) a possible data breach; (e) Seller's breach of this Order; and/or (f) Seller's possession, use, repair or maintenance of the Property under this Section.

#### **21. INDEMNIFICATION PROCEDURE.**

Failure of Buyer to discover and/or remedy the act(s) or omission(s) in Section 20 shall not excuse Seller from this obligation. Buyer shall promptly notify Seller in writing of the Loss. Buyer shall cooperate in, but not be responsible for the investigation and defense of the action in respect of the Loss or for any costs and expenses associated therewith. Should Seller fail to assume its obligation hereunder, Buyer shall have the right, but not the obligation, to defend itself and to thereafter require Seller to reimburse and indemnify Buyer for any and all costs and expenses, including legal fees, paid by Buyer in connection therewith. Buyer shall have the right to manage any data breach response. Sections 20 and 21 shall survive termination, cancellation or expiration of this Order.

#### **22. INSURANCE REQUIREMENTS.**

Seller and its subcontractors will maintain insurance coverage and will provide proof of insurance coverage as required by Buyer upon request.

#### **23. WORKER'S COMPENSATION.**

Seller agrees to be responsible for all documentation, processing, and management of workers' compensation claims and related procedures for individuals assigned by Seller to perform Services for Buyer (the "Seller's Workers"). The parties agree to cooperate in maintaining compliance with applicable workers' compensation laws, regulations, decrees and governmental orders related to workers' compensation in all jurisdictions, which govern the Services and the Seller's Workers' conduct or work. Upon request by the other party, each party agrees to provide whatever information may be in its possession regarding the Seller's Workers who may be injured in the course of performing Services for Buyer. This requirement does not apply, however, to any information or documents or information which one party is prohibited from providing to the other party because of laws or recognized legal privileges regarding confidentiality. Seller will be responsible for investigating all claims, including but not limited to fraudulent claims, and coordinating all procedures for handling workers' compensation inquiries. Buyer agrees to fully cooperate, within reason, with any such investigation. Seller agrees to be responsible for maintaining all documents relating to workers' compensation matters for the Seller's Workers, including documents and other information required by local, state, and federal governmental bodies. It is the intention of the parties that the Seller's Workers are Seller's employees, not Buyers. Seller agrees to protect, defend, hold harmless and indemnify Buyer and Buyer's officers, directors, employees, agents, successors and assigns, from and against any and all claims, suits, allegations, judgments, actions, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorney and expert witness fees), and all other liability of any nature whatsoever: (i) arising from, or alleged to arise from, Seller's performance of, or failure to perform, Seller's responsibilities under this Section, or (ii) in any instance where the Seller's Workers' status as Seller's employee is an element required for recovery, whether under any workers' compensation law or under any other law. Maintaining the insurance coverage required by this Order shall in no way be interpreted as relieving Seller of any responsibility under this Section. The indemnification provision in this Section shall survive termination, cancellation, or expiration of this Order.

#### **24. ENVIRONMENTAL.**

Seller agrees to comply with all local, state and federal statutes, ordinances, decrees, rules and regulations governing the environment and the handling, storage, spillage, reporting, remediation, cleanup, disposal and transportation of hazardous, toxic, polluting or contaminating substances ("Environmental Laws") at all times during the entire term of this Order. Seller also agrees to obtain at Seller's expense all licenses or permits necessary for the conduct of its operations and performance of its obligations under this Order in compliance with Environmental Laws. Seller agrees to accord Buyer access to Seller's records and procedures for the inspection and monitoring of compliance with said Environmental Laws, as such records and procedures relate to the Services, on reasonable notice. Seller agrees to report immediately to all appropriate governmental bodies and regulatory agencies any spill, leak, contamination, unauthorized release, reportable violation of any Environmental Laws or other environmental damage to property will immediately be reported to all appropriate governmental bodies and regulatory agencies. If such event is related to the Services, Seller also agrees to report the event to Buyer. If Seller receives any notice of inspection, violation, noncompliance or citation from any governmental body or regulatory agency, or any notice of a private claim, involving Environmental Laws and relating to Services, Seller agrees to notify Buyer of such notice within five working days of Buyer's receipt of the notice. Seller agrees to protect, defend, hold harmless and indemnify Buyer and Buyer's officers, directors, employees, agents, successors and assigns, from and against any and all claims, suits, allegations, judgments, actions, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorney and expert witness fees) on account of personal injury or property damage caused by, or arising from, or alleged to have been caused by or arise from, Seller's failure to comply with Environmental Laws. The indemnification provision in this Section shall survive termination, cancellation, or expiration of this Order.

#### **25. SAFETY.**

Buyer maintains a comprehensive safety program at our factories and offices. The parties agree to work together to provide a safe work environment for Seller's Workers. Seller shall provide, at Seller's expense, standard personal safety equipment, which typically includes safety glasses and foot protection, to Seller's Workers. Seller also assures that workers will have received at a minimum OSHA-required safety

education to assure a safe work experience. Seller agrees to comply with Buyer's requirements regarding safety. These include wearing personal protective equipment. If Buyer finds any of Seller's Workers violating such requirements, Buyer reserves the right to direct Seller Workers to leave the premises immediately. Seller shall provide a qualified replacement promptly in that situation. Buyer will provide Seller's Workers with access to Buyer's occupational health facilities on a first aid or emergency basis. Any additional medical treatment will be Seller's financial responsibility. It is the Seller's responsibility to maintain all safety education records and OSHA record keeping relating to Seller's Workers, notify the appropriate OSHA authorities in case of serious injury to Seller's Workers, and keep track of all injuries and/or illnesses that may occur on Buyer's property.

Buyer maintains a comprehensive database of hazardous materials that are used on Buyer's premises. Seller shall notify Buyer in advance (by providing a Material Safety Data Sheet) of each and every hazardous chemical that Seller plans to bring onto Buyer's premises. Buyer reserves the right to deny the use of any such chemicals deemed unsuitable. If any of Seller's actions constitute an OSHA violation, Seller shall bear financial responsibility for any related OSHA citations, fines, legal and expert fees, and required follow-up activity. In the event Seller's Workers, or his or her estate, or his or her family member(s) assert(s) any type of claim, suit, allegation, judgment, action, liability, loss, or damages for personal injury (including without limitation toxic tort and exposure to substances through skin or inhalation), arising from, or alleged to arise from, in whole or in part, the Seller's Workers' presence or job performance at a facility owned, leased, or operated by Buyer, Seller agrees to protect, defend, hold harmless and indemnify Buyer and Buyer's officers, directors, employees, agents, successors and assigns, from and against such claim, suit, allegation, judgment, action, loss or damages, and also from and against costs or expenses (including, without limitation, reasonable attorney and expert witness fees) or other liability of any nature whatsoever relating thereto. Maintaining the insurance coverage required by this Order shall in no way be interpreted as relieving Seller of any responsibility under this Section. Seller and all individuals that Seller assigns, or subcontracts with, to perform work or Services at Buyer's facilities shall comply with Buyer's "Factory Safety Regulations" and its "Contractor Safety Policy" and all occupational health and safety and environmental legislation and regulations and all applicable industry standards. This Section shall survive termination, cancellation, or expiration of this Order.

**26. CERTIFICATION. [FOR SELLERS LOCATED IN THE U.S. ONLY]**

Seller hereby certifies that it will fully comply with Executive Order 11246, as amended by Executive Order 11375, Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, Executive Order 11625, as amended, and Executive Order 13201, any privacy laws, the Fair Labor Standards Act, the Equal Pay Act, the Occupational Safety and Health Act, Americans with Disabilities Act, The Age Discrimination in Employment Act, Title VII of the Civil Rights Act, Immigration and Control Act, Family and Medical Leave Act, and provisions relating to the identification and procurement of required permits, certificates, approvals and inspections, labor and employment obligations, affirmative action, and wage and hour laws, which are hereby incorporated by reference as appropriate, and the rules and regulations issued thereunder which are incorporated by reference as appropriate. Seller commits itself to such compliance by acceptance of this Order. Seller shall require its subcontractors to comply with this Section.

**27. UTILIZATION OF SMALL BUSINESS CONCERNS. [FOR SELLERS LOCATED IN THE U.S. ONLY]:**

For purchases in excess of \$700,000, Seller (unless it is a small business concern) hereby certifies that it will adopt a subcontracting plan that fully complies with the requirements of FAR 52.219-9.

**28. APPLICABLE LAWS.**

Seller, in the performance of this Order, shall comply with all applicable Federal, State, Provincial and local statutes, laws, regulations, order and ordinances and agrees, upon request, to furnish a certificate to such effect in such form as Buyer may from time to time require. The UN Convention on Contracts for the International Sale of Goods is hereby specifically excluded from this Order. [FOR SELLERS LOCATED IN THE U.S. ONLY]: Seller, in the performance of this Order, shall comply with the provisions of the United States Fair Labor Standards Act of 1938, as amended.

**29. ASSIGNMENT.**

Neither party shall assign or transfer this Order or any interest therein or monies payable thereunder without the prior, written consent of the other party, and any assignment made without such consent shall be null and void, except that Buyer may assign this Order and its interest therein to any affiliated corporation or to any corporation succeeding to Buyer's business without the consent of Seller.

**30. TAXES.**

Unless otherwise stated, the prices do not include sales, use, excise, and similar taxes applicable to the Goods or any ancillary goods, products, or materials. All such taxes and charges shall be shown separately on Seller's invoices.

**31. REMEDIES.**

All remedies provided for herein are to be cumulative and in addition to and not in lieu of any other remedies available at law, in equity and otherwise.

**32. CONFIDENTIALITY.**

This Order and any material transmitted herewith may contain information confidential or proprietary to Buyer, its subsidiaries or affiliates, including any personal information provided, and such information is not to be used by Seller other than the purpose for which it was transmitted to Seller. Seller shall hold such information in strictest confidence and not disclose such information to third parties without the prior, written consent of Buyer. Seller will execute a confidentiality and non-disclosure agreement as required by Buyer. Seller will take reasonable measures to protect such information from misuse and unauthorized access or disclosure, but in no event less than the measures

it takes to protect its own information. Seller will promptly return or destroy such information upon conclusion of the arrangement, or earlier if requested by Buyer, Seller shall notify Buyer immediately and provide full information regarding any potential data breach.

**33. BUYER'S PROPERTY.**

Seller hereby assigns to Buyer all right, title and interest in any items or materials (including those supplied or financed by Buyer), patents, copyrights, trade secrets, or other intellectual property rights in any improvements resulting from or arising in connection with Seller's performance of the Services or delivery of Goods under this Order. Seller shall execute the necessary agreements to perfect Buyer's title thereto. Seller hereby irrevocably waives any moral rights it has in any such copyrighted works and assigns all copyrights and patent rights in inventions to Buyer.

**34. BAILMENT.**

Machinery, equipment, tools, jigs, dies, patterns, drawings, specifications and samples furnished to Seller by Buyer on other than a charge basis, or which are separately billed to Buyer ("Property"), shall be held by Seller as bailee. Upon the completion of this Order, all such Property shall be returned to Buyer or otherwise satisfactorily accounted for by Seller. Seller, at its expense, shall insure all such Property for the reasonable value thereof against loss or damage of any kind.

**35. SPECIAL TOOLS.**

Unless otherwise stated, all special tools, dies, jigs, patterns, machinery and equipment needed by Seller for the performance of this Order shall be obtained by Seller, at its expense, and shall be the property of Seller.

**36. CODE OF CONDUCT.**

Seller shall comply with the World Class Industries Supplier Code of Conduct, which is found at: <https://www.worldclassind.com/supplier-code-of-conduct>

**37. PROHIBITION OF USE OF BUYER'S NAME AND TRADEMARKS.**

Seller shall not use the name of WCI, World Class Industries, any affiliates or derivations, trademarks, trade dress, logos or the equivalent thereof in advertising or sales materials or in any other manner whatsoever without prior express written approval of Buyer. Such prohibition includes, without limitation, the following: (a) Seller shall not refer to the existence of this Order without Buyer's prior express written approval; (b) Seller is allowed to use the name WCI strictly pursuant to meeting Seller's unilateral disclosure obligations imposed by regulatory bodies, such as the SEC; (c) Seller is not allowed to make any statement or representation whatsoever regarding Buyer's opinion of Seller's company, Goods or Services without Buyer's prior express written approval; and (d) If Buyer provides prior express written approval for the use of its name, Buyer further reserves the right to revoke the use of its names at any time.

**38. SUPPLY CHAIN SHIPMENT SECURITY.**

Seller shall implement security measures to ensure the safe and secure transportation of Goods throughout the supply chain and adhere to all applicable security requirements of the country in which it operates. Buyer has been accepted into the Customs Trade Partnership Against Terrorism Act (CTPAT) to protect the safety of borders of the United States. If Seller ships Goods into the United States, Seller shall adhere to security requirements outlined by U.S. Customs at the following website: <https://www.cbp.gov/border-security/ports-entry/cargo-security/ctpatcustoms-trade-partnership-against-terrorism>.

**39. CHOICE OF LAW.**

The laws of the State of Iowa (without giving effect to its conflicts of law principles and without regard to the Uniform Computer Information Transactions Act (UCITA) or any version or revision of UCITA) govern all matters arising out of or relating to this Order, including, without limitation, its validity, interpretation, construction, performance and enforcement. The provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply to this Order. Litigation or legal proceedings which arise out of or relate to this Order are to be conducted before a judge and not a jury. The parties consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in Iowa for the purposes of adjudicating any matter arising out of or relating to this Order.

**40. RIGHT TO AUDIT CLAUSE.**

Buyer shall have the right to perform audits from time to time of Seller's costs and other items related to the terms of this Order. Seller shall, upon reasonable request and during reasonable business hours, make available for examination and reproduction by Buyer and its duly authorized agents, such books, records, and invoices of Seller as may be necessary to perform an audit pursuant to this Section. Such audits may be performed while this Order is in effect or within one year after its termination.

**41. INDEPENDENT CONTRACTOR.**

Seller is an independent contractor. All individuals that Seller assigns, or sub-contracts with, to perform work or services are deemed to be Seller's "employees". Nothing in this Order, and no conduct, communication, trade practice or course of dealing between the parties or their subsidiaries or affiliates, shall be interpreted or deemed to create any partnership, joint venture, agency, or fiduciary relationship.

**42. SUBCONTRACTORS.**

For Services performed on Seller owned or leased real estate, Seller shall not sublet or subcontract any Services to be performed or any

materials to be furnished without the written consent of Buyer. If Seller shall sublet or subcontract any part of these Services, Seller shall be as fully responsible to Buyer for the acts and omissions of its subcontractor and of the persons either directly or indirectly employed by its subcontractor, as Seller is, for the acts and omissions of persons directly employed by Seller. Nothing contained in the Order shall create any contractual relationship between any Subcontractor and Buyer. Seller agrees to bind every subcontractor to the terms and conditions of the Order. No exceptions to these provisions are permitted unless specifically defined and given advance approval in writing by Buyer.

**43. EQUIPMENT USED IN THE PERFORMANCE OF SERVICES.**

Services performed on Seller owned or leased real estate, Seller shall only use equipment manufactured or distributed by Buyer, or its affiliates or subsidiaries, in performing the Services (to the extent Buyer manufactures or distributes the requisite equipment) and shall not use any equipment manufactured or distributed by a competitor of Buyer. In the event Seller requires the use of equipment manufactured or distributed by a competitor of Buyer, Seller shall obtain the prior written approval of Buyer before using such equipment.

**44. PRICING VIA ELECTRONIC DATA INTERCHANGE (EDI).**

When pricing is sent on delivery schedule data via electronic format(s), the price is for information only and may not be the contract price for all delivery due dates.

**45. LICENSE GRANT.**

Subject to the terms of this Order, Seller grants to Buyer and its affiliates a perpetual, worldwide, fully paid-up, irrevocable, sublicensable, non-exclusive license to manufacture, sell, offer for sale, import, display, copy, create derivative works, or use any deliverables created during the performance of the Services by Seller under Seller's intellectual property as necessary for Buyer or license to use one or more Goods throughout any current or future facilities and operations of the entire Buyer enterprise ("License"). Said License permits the use of one or more Goods at as many Buyer and its affiliates' locations and on as many Buyer and its affiliates' owned, leased or operated computers as Buyer and its affiliates may desire, provided that such Goods are not in simultaneous productive use in a quantity greater than authorized as set forth in the product schedule. Unless specifically agreed by Buyer and Seller in writing, the terms and conditions of this Order apply to all Seller Goods provided to Buyer at any time. Unless specifically agreed by Buyer and Seller in writing, the terms and conditions of this Order apply to all such deliverables provided to Buyer at any time. This Agreement does not grant Seller a license under any patent, copyright, trade secret or other intellectual property right owned or controlled by Buyer or any related entity, including but not limited to, any name, trade dress, logo or equivalents.

**46. COPIES.**

The License permits copies to be made of any deliverables created during the performance of the Services at no charge to Buyer. It permits copies to be made of one or more of the Goods for internal backup, archival and security purposes at no charge to Buyer.

**47. USE BY OTHER PARTIES.**

The License also permits use of any deliverables created during the performance of the Services by third parties to manufacture, sell, offer for sale, import, display, copy, or create derivative works for Buyer including, without limitation, suppliers working on projects for Buyer and its affiliates; dealers; customers; consultants; auditors; temporary or contracted personnel; and by others who have authorized access to Buyer's information processing network and/or computers owned, controlled or operated by Buyer or its affiliates.

**48. INSTALLATION.**

The License permits installation and use of any deliverables created during the performance of the Services for installation testing, disaster recovery testing, disaster recovery, internal classes and training exercises at no charge to Buyer.

**49. EXCLUSIVE OWNER.**

Seller represents and warrants that Seller is the exclusive owner of any deliverables created during the performance of the Services, or otherwise has the legal right and power to grant to Buyer and its affiliates the License granted hereunder without violating any rights of any third party and that to the best of Seller's knowledge any such deliverables do not infringe any third party patent, copyright, trade secret or other intellectual property right.

**50. NO ACCESS.**

Seller represents and warrants that the Services do not and will not contain any computer code or other mechanism that would allow Seller or others to access information on Buyer's computers, computer systems, or networks for any purpose including, without limitation, viewing, transmitting or conveying such information to the Seller or any other parties that Buyer has not otherwise specifically granted access to that information.

**51. DATE COMPLIANT.**

Seller represents and warrants that the Services (including, but not limited to, all date fields, codes, values, calculations or operations using dates, and programmed decisions involving dates) provided hereunder are currently and continues to be date compliant.

**52. NO OPEN SOURCE COMPONENTS.**

"Open Source Component" means any software, firmware, data, font, component either in source, compiled, or other form, that is, or has been, licensed under, distributed under or otherwise subject to, any Open Source License or that is, or has been, in the public domain. "Open Source License" means (a) any license meeting the Open Source Definition (as issued by the Open Source Initiative and stated on such

organization's website located at [www.opensource.org](http://www.opensource.org)); (b) any license meeting the Free Software Definition (as issued by the Free Software Foundation and stated on such organization's website located at [www.fsf.org](http://www.fsf.org)) or any substantially similar license to any of the foregoing licenses; (c) any license including, as an obligation or condition on use, modification and/or distribution, an obligation or condition to make the source code available to others, to provide a copy of the license, to license derivative works under specific terms, to retain or provide disclaimers or notices, to license intellectual property or to redistribute at no charge; and (d) any royalty-free license, including for a trial period. Seller represents and warrants that neither the Goods and/or Services, nor any deliverable created during the performance of the Services include any portion of any Open Source Component except for any Open Source Components that are approved by Buyer in a signed writing. Seller represents and warrants that the Goods and/or Services do not include or use any Open Source Component in a manner that impose any obligations or conditions on Buyer's intellectual property or confidential information. Seller shall identify and describe in writing each Open Source Component utilized in the Goods and/or Services and/or included in any deliverable created during the performance of the Services or otherwise provided to Buyer hereunder. Seller agrees it shall, at Seller's cost, defend, indemnify and hold harmless Buyer, its affiliates, customers, distributors, and any other entities using any deliverable provided to Buyer hereunder against any and all losses, damages, costs and expenses arising from or relating to Seller's: (i) breach of its obligations of any software, component or other copyright license; (ii) failure to comply with any condition of any software, Component or other copyright license; or (iii) breach of its warranties in this Section or misrepresentation related thereto, including, without limitation, any third party claims in connection with such breach, failure to comply, or misrepresentations.

### **53. EXPORT COMPLIANCE.**

The parties acknowledge that the Goods and/or Services may be subject to certain export or foreign trade control laws and/or regulations (including, without limitation, those of the United States, such as the U.S. Commerce Department's Export Administration Regulations and regulations of the U.S. Treasury Department's Office of Foreign Assets Control) ("Export Law(s)"). Seller covenants that it shall (and shall ensure that its contractors): (a) comply with all applicable Export Laws with respect to the Goods and Services; and (b) promptly notify Buyer of any Export Law(s) applicable to any Goods and/or Services (including a complete and accurate description of the applicable Export Law(s) and any licenses, exceptions and legal requirements in relation thereto). Without limiting the foregoing, Seller covenants that it shall (and shall ensure that its contractors) comply with all applicable Export Laws including those prohibiting exports, re-exports or disclosure of U.S. origin technology or materials to: (a) countries subject to comprehensive economic embargo sanctions or designated as terrorist supporting by the United States; the government entities of such countries, wherever located; nationals of such countries, wherever located (including specifically, employees or contractors in the United States on temporary visas); or any person, wherever located, known to be acting for or on behalf of such a country; (b) other entities or persons designated on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons, the U.S. Commerce Department's Denied Party list or Entity list, or persons otherwise prohibited from receiving such information or materials under U.S. export law or regulation (see [www.bis.doc.gov](http://www.bis.doc.gov) for information); or (c) any end user engaged in design, development or production of chemical, biological, or nuclear weapons. Seller acknowledges and agrees that it shall not constitute a default on the part of Buyer if Buyer is precluded by applicable law (including, without limitation, any Export Law(s) from (i) purchasing any Goods and/or Services; or (ii) otherwise fulfilling its obligations under this Order.

### **54. VIRUS AND DISABLING DEVICES PROTECTION.**

Seller represents and warrants that it shall check the Goods, prior to delivery to Buyer, for the presence of viruses and to remove and destroy any such viruses found in the Goods and, to the best of Seller's knowledge at the time of shipment, the Goods delivered hereunder contain no viruses. Seller further represents and warrants that the Goods does not and will not contain any computer code or any other devices that would disable the Goods or impair in any way its operation based on the elapsing of a period of time, checking for a specific CPU/server serial number or network address, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as "time bombs", "time locks" or "drop dead" devices) or that would permit Seller to access the Goods to cause such disablement or impairment (sometimes referred to as a "trap door" or "selfhelp" device). Seller represents and warrants that the deliverables do not include or use any third-party software or Component under a license that would impose any obligations or conditions on Buyer or otherwise impact or compromise any Buyer's intellectual property or confidential information.

### **55. ANTI-BRIBERY.**

Seller (which for purposes of this Section shall include all of its employees, agents and affiliates) agrees that it will not bribe, attempt to bribe, or accept bribes from, any government officials or employees, public international organizations, politicians, political parties, or private individuals or entities. Seller acknowledges and agrees that it is familiar with and will abide by the anti-bribery laws in the countries in which it does business (which may include, among others, laws promulgated under the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials, the UN Convention Against Corruption, the U.S. Foreign Corrupt Practices Act ("FCPA") and the UK Bribery Act). Seller also agrees it will not take any action that would cause Buyer to be in violation of the FCPA, the UK Bribery Act, or other anti-bribery laws. Seller attests that it is taking similar actions with its supply base to ensure compliance with anti-bribery laws. Seller agrees that its books, records, and accounts shall accurately and properly reflect any and all payments by, and transactions of, Seller and that it shall maintain an adequate system of accounting. Buyer shall have the right to periodically audit Seller's books and records. Seller further agrees that it shall not make facilitation payments on behalf of Buyer. If Seller discovers that it has violated any of the provisions in this Section, Seller shall immediately notify Buyer and cooperate with any investigations by Buyer. Seller agrees that, in addition to Buyer's termination rights otherwise set forth in this Order, Buyer may immediately terminate this Order in the event of a violation of this provision by Seller and, further, Buyer shall not be required to make any payments to Seller that might otherwise be due if such payments are related to a transaction penalized for failing to prevent a person from bribing on Buyer's behalf. 4. Complying with information requests on the source and origin of conflict based on Seller's actions, Seller shall, unless prohibited by applicable law, minerals in the Goods, components and materials provided to Buyer; and reimburse Buyer for any fines or penalties levied against Buyer in 5. Maintaining chain of custody data for

five years and providing same to connection with such violation. Buyer upon request.

**56. NO WAIVER.**

The failure of a party to enforce a provision, exercise a right or pursue a default of this Order shall not be considered a waiver. The express waiver of a provision is to be effective only in the specific instance, and as to the specific purpose for which it was given.

**57. CONFLICT MINERALS.**

Seller shall timely assist Buyer with governmental requirements related to Conflict Minerals (as defined herein), including: (a) Providing all documentation, declarations or certificates; (b) Undertaking reasonable due diligence with its supply chain to determine the chain of custody and origin of the Conflict Minerals, including developing policies and management systems to use Conflict Free Minerals and making these requirements apply to its direct suppliers and sub-tier suppliers and requiring them to do the same with lower tiers of suppliers; (c) Taking measures to purchase parts, components or materials from direct suppliers and sub-tier suppliers who source minerals for their products from smelters or refiners validated as being Conflict Mineral Free in accordance with a nationally or internationally recognized due diligence framework; (d) Complying with information requests on the source and origin of conflict minerals in the Goods, components, and materials provided to Buyer, and (e) As used in this Section the term "Conflict Minerals" means minerals identified by Buyer and mined in countries of armed conflict and human rights abuses, including but not limited to, the Democratic Republic of the Congo and/or its adjoining countries (collectively, the "Covered Countries"). The term "Conflict Free Minerals" means conflict minerals that do not directly or indirectly finance or benefit armed groups in Covered Countries.

**58. AFFIRMATIVE ACTION.**

**As applicable, Seller and its subcontractors shall abide by the requirements of 41 CFR 60– 1.4(a), 60–300.5(a) and 60–741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.**