

PURCHASE ORDER TERMS & CONDITIONS
For STW Technic, LP

1. ACCEPTANCE.

(a) This Order is Buyer's offer to Seller and does not constitute an acceptance by Buyer of any offer to sell contained in any quotation, catalog or proposal. Any reference to such offer to sell contained in a quotation, catalog or proposal is solely for the purpose of incorporating the description and specifications of the goods contained therein to the extent that such description and specifications do not conflict with the description and specifications on the face of this Order.

(b) This Order when accepted by Seller, as evidenced by either its signature, other written confirmation, or performance, shall constitute a binding contract and agreement between the parties. **ACCEPTANCE OF THIS ORDER IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN AND ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS CONTAINED IN SELLER'S RESPONSE HERETO SHALL BE DEEMED OBJECTED TO BY THE BUYER WITHOUT NEED OF FURTHER NOTICE OF OBJECTION AND SHALL BE OF NO EFFECT NOR IN ANY CIRCUMSTANCES BINDING UPON BUYER. SELLER WILL BE DEEMED TO HAVE ASSENTED TO ALL TERMS AND CONDITIONS CONTAINED HEREIN IF ANY PART OF THE DESCRIBED MERCHANDISE IS SHIPPED OR IF SELLER HAS BEGUN PERFORMANCE ON THIS ORDER.**

2. PRICE. The price to be paid by Buyer for all goods purchased hereunder shall be the lower of the price agreed to by Buyer and Seller (as written on the face of this Order) or the lowest price offered or listed by Seller for the sale of goods of substantially similar quality and quantity as of the date of shipment hereunder. If at any time it is determined that Buyer has overpaid Seller for goods purchased hereunder, Seller shall promptly refund to Buyer the amount of such overpayment. Unless otherwise stated on the face of this Order, all prices are EXW, Seller's place of business.

3. INVOICES AND STATEMENTS.

(a) Payments of Seller's invoice are subject to adjustment for overshipment, shortage and rejection.

(b) Individual invoices showing the order number, item number and description of items as shown on this Order must be issued for each shipment pursuant to this Order. One copy of each individual invoice must be plainly marked "ORIGINAL". A statement of account shall be submitted monthly.

(c) A separate invoice shall be issued for each shipment. Unless otherwise specified in this Order, no invoice shall be issued prior to shipment of goods, and payment for accepted goods will be on payment terms of "net 30" following receipt of the goods and a correct invoice. Payment due dates, including discount periods will be computed from date of receipt of goods or date of receipt of correct invoice (whichever is later) to date Buyer's check is mailed or electronic transfer initiated. Unless freight and other charges are itemized, any discount taken will be taken on full amount of invoice.

(d) Any applicable sales tax, duty, excise tax, use tax or other similar tax or charge for which Buyer has not furnished an exemption certificate must be itemized separately on Seller's invoice.

4. TIME FOR PERFORMANCE AND DELIVERY SCHEDULE. Timely delivery is of the essence. Shipments or deliveries (as specified in this Order) shall be strictly in accordance with the quantities and schedule specified in this Order. If at any time it appears Seller will not meet such schedule, Seller shall promptly notify Buyer in writing of the reasons for and estimated duration of the delay and if requested by Buyer, ship via air or other fast transportation to avoid or minimize delay to the maximum extent possible, the added cost to be borne by Seller. This is in addition to Buyer's other remedies. All title and risk of loss shall pass to Buyer upon delivery at the delivery destination stated on the face of this Order. Buyer shall have no liability for (i) failure to accept, (ii) reshipment to Seller, and/or (iii) for payment for goods delivered to Buyer which are in excess of quantities specified in the delivery schedule(s). Buyer may return to Seller, at Seller's expense and risk, quantities in excess of those stated in this Order, and Seller shall pay all of Buyer's costs of handling, sorting, packing and returning such quantities. Buyer may from time to time change delivery schedule(s) or direct temporary suspension of scheduled shipment.

5. PACKING FOR TRANSIT. All goods shall be carefully and properly prepared, secured and packed in accordance with the requirements stated on the face of this Order and in a manner suitable to provide adequate protection

against damage in transit to destination. Any goods damaged in transit due to improper or inadequate packing shall be repaired or replaced at Seller's expense. Buyer shall not be responsible for the return of packing containers or materials.

6. **CHANGE ORDERS.** Buyer may at any time by a written order make changes within the general scope of this Order, in any one or more of the following: (i) drawings, designs or specifications, (ii) method of shipments or packing, (iii) place of inspection, delivery or acceptance, (iv) reasonable increases or decreases in quantities, and (v) reasonable changes in delivery schedules. Upon receipt of such a change order, Seller shall proceed immediately to perform this Order as changed. This Order shall not be altered, amended or modified by Seller without Buyer's prior written approval.

7. **CANCELLATION.** Buyer shall have, and Seller hereby grants Buyer, the option to cancel by written notice any unshipped goods, whereupon Seller shall cease all performance hereunder except as otherwise directed by Buyer, and if Seller is not in default, Buyer shall pay to Seller the agreed unit prices for goods delivered.

8. **RECEIVING BY BUYER.** Buyer shall not be responsible for failure to receive any goods subject to this Order, if occasioned by war, strikes, fires, the acts of God or the public enemy, labor or transportation difficulties, epidemics or pandemics, or other causes beyond Buyer's reasonable control.

9. **WARRANTY.** Seller expressly warrants and guarantees to Buyer and to any subsequent purchasers or users of the goods supplied hereunder (i) that the goods supplied hereunder will be fit for the specified purpose for which they are purchased by Buyer and will be free from all defects, and in strict accordance with any plans or specifications set forth in or referred to in this Order (ii) that said goods and the sale or use of them does not infringe directly or indirectly any valid United States or foreign patent, copyright, trademark, license or other intellectual property right and that Seller will at Seller's expense, defend, indemnify and hold Buyer and its customers, subcontractors and associated companies free and harmless from and against any claims, demands, actions and litigation based on alleged or actual infringement thereof and any and all resulting liabilities, losses, costs and expenses (including, without limitation, attorneys' fees) (iii) that all amounts charged by Seller and payable pursuant to this Order are lawfully chargeable under, and shall not violate directly or indirectly the provisions of any present or future laws, decrees, regulations, rules or orders of any government authority which in any manner fix, limit, regulate or otherwise affect prices at which said items may be sold; (iv) that all laws applicable to furnishing labor and material or sales of merchandise have been fully complied with; (v) that said goods are new unless otherwise stipulated on the face of this Order; (vi) that Seller has good title to said goods free and clear of all liens, security interests or encumbrances of any kind; and (vii) that in supplying said goods to Buyer, Seller has complied with all applicable foreign, state, federal and local laws, rules and regulations. Any inspection or acceptance of goods by Buyer shall not be deemed to alter or affect the obligations of Seller or the rights of Buyer and its customers under the foregoing warranties. The warranty period for goods is 24 months after installation, but not more than 30 months from delivery to Buyer.

10. **INSPECTION, REJECTION AND REMEDY OF DEFECTS.**

(a) All goods furnished in the performance of this Order shall be subject to inspection and testing for a reasonable period following receipt at the delivery destination.

(b) Buyer shall have the right to reject any goods found to be defective in material or workmanship (with or without instructions as to their disposition) and to require their replacement or correction. Unless Seller elects to correct or replace goods which Buyer has a right to reject and is able to make such correction or replacement within the required delivery schedule, Buyer may require the delivery of such goods at a reduction in price which is equitable under the circumstances. If any goods subject to this Order are rejected by Buyer, Buyer shall be relieved of any obligation to accept and pay for such goods.

11. **TERMINATION AND DEFAULT.** Upon the occurrence of a default, Buyer may terminate this Order upon written notice without prejudice to any other rights or remedies it may have in law or equity. The term "default" as used herein means the occurrence of any of the following events: (i) the failure of Seller to punctually and properly perform any covenants, agreements or conditions contained herein, (ii) the insolvency of Seller, (iii) the appointment of a receiver, administrator, administrative receiver or liquidator with respect to Seller or any of its assets, (iv) the adjudication of Seller as a bankrupt (whether pursuant to a voluntary or involuntary petition) or the grant of any other relief against Seller under any bankruptcy, reorganization, debtor's or insolvency laws now or hereafter existing, (v) the voluntary assignment by Seller of its assets for the benefit of creditors, (vi) the reasonable belief by Buyer that the prospect of performance by Seller of any of Seller's covenants, agreements and other duties hereunder is impaired. In the event of such termination, Buyer shall be relieved of all further obligations hereunder, and Seller shall indemnify Buyer against and hold Buyer free and harmless from any costs incurred by Buyer in obtaining substitute goods, to the extent such costs exceed the purchase

price specified in this Order.

12. **INDEMNITY.** Seller agrees to defend, indemnify, and save Buyer and any subsequent purchasers or users of the goods and/or services supplied hereunder and their respective employees, officers, and agents harmless from and against all claims of and liability to third parties (including, without limitation, all employees of Buyer and Seller and all subcontractors and their employees) for injury to or death of any person or damage or destruction of any property arising out of or relating to Seller's performance of this Order or any goods furnished under this Order. Seller shall defend all suits brought upon such claims and shall bear all costs and expenses incidental thereto (including attorneys' fees); but Buyer shall have the right, at its option, to participate at its own expense in the defense of any such suit without relieving Seller of any obligation hereunder.

13. **NON-ASSIGNMENT.** Any assignment of this Order, any interest herein or any payment due or to become due hereunder, without the prior written consent of Buyer, shall be void.

14. **PROPRIETARY INFORMATION.** All specifications, drawings, designs, manufacturing data and other information transmitted to Seller by Buyer in connection with the performance of this Order are the property of the Buyer and are disclosed in confidence upon the condition that they are not to be reproduced or copied or used for furnishing information, goods or services to others, or for any other purpose detrimental to the interest of Buyer. Patterns, dies, tools, printing plates, specifications, or drawings furnished or paid for by Buyer shall be confidential, shall remain Buyer's property, shall be used only in the performance of orders from Buyer, shall not be disclosed by Seller to any person, firm, or corporation other than Seller's employees, and shall be returned or delivered to Buyer immediately upon request. Seller hereby assigns to Buyer all intellectual property rights relating to or associated with the design of such patterns, dies, tools, printing plates, specifications, and drawings furnished or paid for by Buyer.

15. **SEVERABILITY.** If any provision of this Order or the application thereof to any person, entity, or circumstance shall be invalid or unenforceable to any extent, then such provision or application shall be modified to the minimum extent necessary to render it valid and enforceable, and the remainder of this Order and the application of such provisions to the parties hereto and the transactions contemplated hereby shall not be affected and shall be enforced to the greatest extent permitted by law.

16. **NON-WAIVER.** (a) Failure of Buyer to insist upon strict performance of any of the terms and conditions hereof shall not be deemed a waiver of any rights or remedies that Buyer shall have and shall not be deemed a waiver of any subsequent default of the terms and conditions hereof. Shipping or receiving of any goods under this Order shall not be deemed a waiver of any right Buyer may have for any failure by Seller to comply with any of the provisions of this Order. (b) The remedies herein reserved shall be cumulative and additional to other or further remedies provided in law or in equity. No waiver of a breach of any provision of this Order shall constitute a waiver of another breach of such provision.

17. **GOVERNING LAW/JURISDICTION.** The validity, interpretation, and performance of this Order shall be governed by and construed in accordance with the internal laws (excluding all conflict of laws rules) of the State of Georgia, and any applicable federal laws of the United States of America. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply. Each party hereby irrevocably submits to the exclusive jurisdiction of the United States District Court serving Gwinnett County, Georgia, or any court of the State of Georgia serving Gwinnett County, Georgia in any action, suit or proceeding arising out of or relating to this Agreement or any of the transactions contemplated hereby and agrees that any such action, suit or proceeding shall be brought only in one of such courts. Each party hereby irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such action, suit or proceeding brought in such a court, and any claim that any such action, suit or proceeding brought in such a court has been brought in an inconvenient forum.

18. **COSTS AND ATTORNEYS' FEES.** In the event that it becomes necessary for Buyer to initiate a suit or other legal proceeding against Seller for Seller's breach of the conditions or terms of this Order, either for recovery of monies paid or for damages incurred, Buyer shall be entitled to recover, in addition to damages or recovery of monies paid, attorneys' fees, costs and disbursements incurred in connection with such suit or legal proceeding.

STW Technic, LP

September 2023