



AEROFLOW TECHNOLOGIES LLC PURCHASE ORDER TERMS AND CONDITIONS

These AeroFlow Technologies LLC Purchase Order Terms and Conditions (these “Terms”) are hereby incorporated into every purchase order issued by AeroFlow Technologies LLC, and any of its subsidiaries (each a “Purchase Order”; the issuer of each Purchase Order is the “Purchaser”); provided, that if any provision of these Terms is inconsistent with the express written language of the applicable Purchase Order, with any document expressly referenced therein or with any written agreement between the issuer and the recipient of a Purchase Order which expressly supersedes some or all of the Terms, the Purchase Order or such other document shall supersede the inconsistent term(s) hereof.

1. Acceptance of this Purchase Order Agreement

The party receiving this Purchase Order (“Seller”) shall be deemed to have accepted this Purchase Order upon the earlier of (a) Seller’s communication of acceptance of this Purchase Order, (b) commencement of work on the goods or services subject hereto or (c) shipment of goods subject hereto. Any acceptance of this Purchase Order is limited to acceptance of the express terms contained on the face of any Purchase Order submitted by Purchaser, including these Terms to the extent incorporated therein. Any proposal for additional or different terms or any attempt by Seller to vary in any degree any of the terms of the Purchase Order is hereby objected to and rejected, but such proposals shall not operate as a rejection of this offer unless such variances are in the terms of the description, quantity, price or delivery schedule of the goods or services, but shall be deemed a material alteration thereof, and this offer shall be deemed accepted by Seller without said additional or different terms. If this Purchase Order shall be deemed an acceptance of a prior offer by Seller, such acceptance is limited to the express terms contained on the face of the Purchase Order submitted by Purchaser, including these Terms to the extent incorporated therein. Unless this Purchase Order or a separate written agreement executed by Purchaser’s authorized representative requires Seller to manufacture, ship, and/or provide only a specified quantity of goods or if the Purchase Order has no quantity or is otherwise designated as “open” or “blanket” in nature, this Purchase Order is a requirements contract under which Seller is required to supply one hundred (100%) percent of Purchaser’s requirements of the goods. Buyer will determine, in Buyer’s sole discretion, its requirements based on the needs of Purchaser and market, economic, or other conditions.

2. Pricing

The prices set forth on this Purchase Order shall be complete, and no additional charges of any type shall be charged, imposed or added without Purchaser's express advance written consent, including without limitation charges for shipping, packaging, boxing, crating, labelling, inspection, storage or insurance, customs duties and other charges associated with importation and any applicable taxes. Prices are not subject to increase during the term of the purchase order. Seller shall accept payment by credit card upon Purchaser's election without any additional charge. Seller warrants that the prices for the goods sold to Purchaser hereunder are not less favorable than those currently extended to any other customer for the same or similar goods in similar quantities. In the event Seller reduces its price for such goods during the term of this order, Seller agrees to reduce the prices hereof correspondingly.

3. Delivery

Time is of the essence of this Purchase Order. Seller shall make deliveries at such times and places and of such items and quantities as specified on this Purchase Order. Purchaser reserves the right to change the rate of scheduled shipments (increase or decrease quantity) or direct the temporary suspension of scheduled shipments, neither of which shall be a breach or repudiation of this Purchase Order or entitle Seller to a modification of the price for goods or services covered by this Purchase Order. If in order to meet any delivery date specified in this Purchase Order it becomes necessary for Seller to ship by a more expensive way than specified in this purchase order, Seller shall assume all costs necessary to meet the delivery date, except to the extent that such costs arise solely as a result of the acts or omissions of Purchaser. If delivery of goods or rendering of services is not completed by the delivery time specified in the Purchase Order (if any), Purchaser reserves the right, without liability in addition to its other rights and remedies, to terminate this contract by notice effective when received by Seller as to goods not yet shipped or services not yet rendered and to purchase substitute goods or services elsewhere and charge Seller with any direct or indirect loss incurred.

4. Transfer of Title and Risk of Loss

A. All shipments of goods are at the risk of Seller until receipt at Purchaser's location or other final destination designated in a Purchase Order or other writing by Purchaser, unless risk of loss is otherwise assumed by Purchaser in writing. Risk of loss shall not be governed by transfer of title.

B. Title to all goods shall vest in Purchaser on the earlier of (i) the date of the applicable Purchase Order or (ii) identification such goods to an Order. Identification shall occur not later than the date Seller acquires or begins manufacture of the goods. Purchaser's obligation to pay for goods is limited by the terms of the applicable Purchase Order. Seller shall pay all taxes related to ownership, possession or storage of the goods until Purchaser takes possession of the goods whether or not title has transferred.

5. Acceptance of Goods – Inspection, Testing

Payment for the goods delivered hereunder shall not constitute acceptance thereof. Purchaser shall have the right to inspect such goods and to reject any or all of said goods that are in Purchaser's judgment defective or nonconforming. Goods rejected and goods supplied in excess of quantities called for herein may be returned to Seller at its expense and risk and, in addition to Purchaser's other rights, Purchaser may charge Seller all expenses of unpacking, examining, repacking, and reshipping such goods, inclusive of any fees, duties or tariffs; Purchaser shall have no obligation to purchase such goods. In the event Purchaser receives defective or nonconforming goods, the defect or nonconformity of which is either latent or not apparent on examination, Purchaser reserves the right to require replacement and payment of damages. Nothing contained in this Purchase Order shall relieve in any way the Seller from the obligation of testing, inspection and quality control. Purchaser shall have the right, at reasonable times, to inspect Seller's premises and all Conflict Minerals (as defined below) traceability documentation related to Purchaser's supply chain.

6. Warranty

Seller expressly warrants that all goods or services furnished under this Purchase Order shall conform to all specifications and appropriate standards, and that any goods will be new and will be free from defects in material or workmanship. Seller warrants that all goods or services furnished under this Purchase Order will conform to any statements made on the containers or labels or advertisements for such goods or services, and that any goods will be adequately contained, packaged, marked and labeled. Seller warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Seller knows or has reason to know the particular purpose for which Purchaser intends to use the goods or services, Seller warrants that such goods or services will be fit for such particular purpose. Seller warrants that goods or services furnished will conform in all respects to samples. Seller warrants that its facilities where goods or services delivered pursuant to any Purchase Order and any employees or permitted subcontractors or suppliers who perform services pursuant to any Purchase Order shall at all times hold all licenses, certifications, permits and authorizations required.

Inspection, test, acceptance or use of the goods or services furnished hereunder shall not affect the Seller's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Seller's warranty shall run to Purchaser, its successors, assigns and customers, and users of goods sold by Purchaser. Seller agrees to replace or correct (at Purchaser's sole discretion) defects of any goods or services not conforming to the foregoing warranty promptly, without expense to Purchaser, when notified of such nonconformity by Purchaser, provided Purchaser elects to provide Seller with the opportunity to do so. In the event of failure of Seller to correct defects in or replace nonconforming goods or services promptly, Purchaser, after reasonable notice to Seller, may make such corrections or replace such goods and services and charge Seller for the direct and indirect costs incurred by Purchaser in doing so.

7. Changes

Purchaser shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation specified in this Purchase Order. Any and all changes will be provided to the Purchaser as a modification to the Purchase Order by the Seller's authorized representative. If any such changes cause an increase or decrease in the cost, or the time required for the performance, within ten (10) business days of notification, the Seller shall submit a request for equitable adjustment detailing the cost impact and an equitable adjustment shall be reasonably made and this agreement shall be modified in writing accordingly. Seller agrees to accept any such changes subject to this paragraph.

8. Counterfeit Parts

All electrical, electronic and mechanical parts delivered and /or used in manufacture of deliverable parts shall come from the original component manufacturer (OCM) or the original equipment manufacturer (OEM), as applicable, or its franchised distributor. Certification must be included with shipments from these suppliers. Any non-electrical parts (such as fasteners, nuts, washers, springs, o-rings, inserts, and pins) delivered by distributors or brokers must have a certification from the OCM or OEM, as applicable with each lot shipped to Purchaser.

9. Compliance with Laws and Regulations

A. Seller agrees that it has received, read and understands, and will adhere to Purchaser's Supplier Code of Conduct, as modified from time-to-time, found at <http://aeroflowtechnologies.com/supplier-code-of-conduct.pdf>. Seller represents, warrants and covenants that all goods sold and services provided to the Purchaser under this agreement will be produced in full compliance with all applicable laws,

regulations or other legal requirements, including, but not limited to, the Fair Labor Standards Act and similar laws governing wages. Seller further agrees that it shall not engage in the employment of child, forced, indentured, involuntary or uncompensated labor. Purchaser may, upon notice, inspect Seller's plant, office and other facilities at reasonable times to determine compliance with the provisions set forth herein. Seller shall at all times: (1) at its own expense obtain and maintain all certifications, credentials, authorizations, licenses, permits, and waivers necessary to conduct its business relating to the performance of its obligations under this Purchase Order (collectively, "Certifications") and (2) not engage in any activity or transaction involving the goods, by way of shipment, use, or otherwise, that violates any Law. In addition to any other remedies contained herein, Purchaser shall have the right to immediately terminate this agreement and any other agreements with Seller if it determines that Purchaser is in violation of this section.

B. Seller agrees to comply with any applicable flowdown provisions, incorporated in the purchase order, either by full text or reference, and all applicable commercial and public anti-bribery laws, including, without limitation, the US Foreign Corrupt Practices Act and the UK Bribery Act. Seller hereby represents and warrants that neither Seller, nor any persons or entities holding any legal or beneficial interest whatsoever in Seller, are the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury

If the foregoing representation is untrue at any time, an event of default will be deemed to have occurred without the necessity of notice to Seller.

C. Seller warrants that no tantalum, tin, tungsten and/or gold ("Conflict Minerals"), contained in any good subject to this Purchase Order, originated from (i) the Democratic Republic of the Congo or an adjoining country or (ii) any region determined to be a conflict-affected and high-risk area (CAHRA) listed at <https://www.cahraslist.net/>, unless in each case the Conflict Minerals were processed by a facility listed as conformant pursuant to the RMI Responsible Minerals Assurance Process. Seller agrees to abide by the terms and conditions in Purchaser's Conflict Minerals Policy as modified from time-to-time, found at <https://www.aeroflowtechnologies.com/document/conflict-minerals-policy.pdf>, and to communicate to its sub-suppliers its own commitment to responsible sourcing and legal compliance. Seller agrees to cooperate and work with its sub-suppliers in an attempt to ensure traceability of Conflict Minerals at least to smelter or refiner level, to maintain and record all Conflict Minerals traceability documentation for five years, and to provide such documentation to Purchaser upon request.

D. Seller represents and warrants that it will use best efforts to prevent, and will indemnify, defend against and hold Purchaser harmless from any claims arising from or

related to, releases of hazardous substances or constituents to the environment, as well as prevent any risk of endangerment to human health. Seller shall be solely responsible for managing all wastes associated with its activities or processes. Seller shall manage any and all such wastes in compliance with local, provincial and federal regulations.

E. All goods and packaging provided by Seller pursuant to this Purchase Order shall comply with all applicable Laws, including, but not limited to, EU Regulation 1907/2006 ("REACH"), EU Directive 2011/65/EU ("RoHS"), California Health and Safety Code Section 25249.5 et seq., commonly referred to as Proposition 65 ("Prop 65"), and their respective amendments, and Seller shall bear full and sole responsibility for continuous monitoring of any amendments, updates and/or other changes to any such Laws.

REACH: Seller shall immediately notify Purchaser if any goods or packaging previously delivered or to be delivered to Purchaser contain Substances of Very High Concern (SVHC) > 0.1% by weight, are substances restricted under Annex XVII of REACH, or are authorized under Annex XIV of REACH. Such notification shall include the name and weight of the substance(s) and the weight percentage present, including if > 0.1% by weight of the delivered good. RoHS: No goods shall contain lead, mercury, cadmium, hexavalent chromium, polybrominated biphenyls (PBB), polybrominated diphenyl ethers (PBDE), bis(2-ethylhexyl) phthalate (DEHP), butyl benzyl phthalate (BBP), dibutyl phthalate (DBP), diisobutyl phthalate (DIBP), or any other substance to the extent that its use is restricted by RoHS, except as permitted by the Annex to RoHS. Prop 65: Seller must either notify Purchaser if any goods or packaging provided by Seller to Purchaser contain substances listed in Prop 65 that require a Prop 65 warning or certify in writing that the goods and packaging provided by Seller to Purchaser do not contain substances listed in Prop 65 and thus do not require a Prop 65 warning. Seller represents and warrants: (a) no substances banned or restricted over specific concentration thresholds under any Law, including but not limited to, perfluoroalkyl and polyfluoroalkyl substances (PFAS) and/or flame retardants, are used or will be used in the manufacture or processing of goods or packaging; (b) no packaging or packaging component previously delivered or to be delivered contains lead, cadmium, mercury, or hexavalent chromium that is intentionally introduced, and the sum of the concentration levels of those heavy metals incidentally present does not exceed 100 parts per million (PPM) by weight; and (c) no paint or similar surface coating material on goods contain lead in excess of 90 PPM by weight of the total nonvolatile content of the paint (or similar surface coating material) or the weight of the dried paint film. Upon request, Seller shall provide to Purchaser certificates of compliance certifying that the goods and packaging provided under this Purchase Order are in compliance with the requirements set forth in any applicable laws or regulations. Failure to comply with this section may result in cancellation of this Purchase Order, return of affected goods, and/or any additional action provided by these Terms.

10. Reporting and Certification

Seller shall from time to time provide reports and certifications at the request of Purchaser. Seller acknowledges that Purchaser and its affiliates will rely on such reports and certifications to make reports and certifications to customers, investors, financing parties, accrediting and certifying organizations and governmental authorities, among others, and Seller warrants the accuracy and completeness of such reports and certifications.

11. Audit Rights

Seller agrees that Purchaser shall have the right to enter Seller's facility at reasonable times to inspect the facility, tooling, goods, materials, property of Purchaser and other items covered by this Purchase Order. Auditors selected by Purchaser shall have the right to access the areas of Seller's premises where any part of their services are performed or goods are produced for delivery under this Purchase Order. Such auditors shall be afforded unrestricted opportunity to verify compliance with quality system procedures and conformance of material and services within contract requirements. Seller shall make available to such auditors any equipment or personnel that may be needed for verification subject to reasonable restrictions.

12. Proprietary Information – Confidentiality, Advertising

Seller shall consider all information furnished by Purchaser to be confidential and shall not disclose any such information to any other person or use such information itself for any purpose other than performing this contract, unless Seller obtains written permission from Purchaser to do so. This paragraph shall apply to drawings, specifications, or other documents prepared by Seller for Purchaser in connection with this order. Seller shall not advertise or publish the fact that Purchaser has contracted to purchase goods from Seller, nor shall any information relating to the order be disclosed without Purchaser's written permission. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Seller to Purchaser shall be deemed secret or confidential and Seller shall have no rights against Purchaser with respect thereto except such rights as may exist under patent laws.

13. Intellectual Property.

A. Any copyrightable works, ideas, discoveries, inventions, patents, goods, or other information (collectively "Intellectual Property") developed in whole or in part by or on behalf of Seller in connection with or relating to the goods shall be the exclusive property of Purchaser. Upon request, Seller shall sign all documents and otherwise

cooperate with Purchaser as necessary to assign, confirm and perfect the exclusive ownership of all Intellectual Property rights in the goods to Purchaser.

B. Seller agrees upon receipt of notification to promptly assume full responsibility for defense of any suit or proceeding which may be brought against Purchaser or its agents, customers, or other vendors for alleged patent infringement, as well as for any alleged unfair competition resulting from similarity in design, trademark or appearance of goods or services furnished hereunder, and Seller further agrees to indemnify Purchaser, its agents and customers against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from any such suit or proceeding, including any settlement. Purchaser may be represented by and actively participate through its own counsel in any such suit or proceeding if it so desires, and the costs of such representation shall be paid by Seller.

14. Information Security, Protected Health Information and Personal Data Privacy

A. "Customer Data" means all data and information including, as applicable, Personal Health Information and Personal Data: (i) provided to Supplier by or on behalf of the Purchaser or its affiliates; (ii) obtained, developed or produced by Supplier in connection with any Purchase Order; or (iii) to which Supplier has access in connection with the provision of goods or services hereunder. "Personal Health Information" means any "Protected Health Information" as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and regulations issued thereunder. "Personal Data" means any personal information, personally identifiable information, or personal data that is processed or collected by Seller on behalf of Purchaser pursuant to or in connection with the offerings or services under this Purchase Order which identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular identified or identifiable person or, where required, household.

B. Supplier agrees to maintain reasonable and appropriate physical, technical, and administrative safeguards that meet industry standards and applicable statutory, regulatory, and standards bodies / industry recognized requirements, such as CMMC, NIST 800-53 as required and ISO 27001, or ISO/SAE 21434, to ensure the security of the Supplier and Purchaser computer networks and the confidentiality of information contained on any such network and to protect it from unwarranted, accidental or unauthorized access, use, disclosure, modification or destruction ("Unauthorized Access").

C. In the case of Unauthorized Access to Customer Data, Supplier will, at Supplier's sole cost and expense: (i) immediately upon discovery, notify Purchaser of any unauthorized access to Customer Data ("Breach of Security") at

cyber.alert@aeroflowtechnologies.com; (ii) promptly furnish to Purchaser full details of such Breach of Security and assist Purchaser in investigating the Breach of Security; (iii) cooperate with Purchaser in any litigation and investigation against third parties deemed necessary by Purchaser to protect its proprietary or other rights; (iv) use reasonable precautions to prevent a recurrence of a Breach of Security; and (v) take all reasonable and appropriate action to mitigate any potential harm related to a Breach of Security, including any reasonable steps requested by Purchaser.

D. If scope of provided service by Seller includes: (i) IT services and/or applications, Seller is required to enter into AeroFlow Technologies LLC's, IT Master Service Agreement prior to or concurrent with this Purchase Order unless already in effect between the parties; (ii) processing of or access to any Protected Health Information, Seller will first enter into AeroFlow Technologies LLC's, Business Associate Agreement; and (iii) processing of or access to any Personal Data on behalf of Purchaser, it will enter into AeroFlow Technologies LLC's, data processing agreement prior to or concurrent with the processing or accessing of Personal Data.

15. Force Majeure.

Purchaser may delay delivery or acceptance occasioned by causes beyond its control. Seller shall hold such goods at the direction of the Purchaser and shall deliver them when the cause affecting the delay has been removed. Purchaser shall be responsible only for Seller's direct additional costs in holding the goods or delaying performance of this agreement at Purchaser's request. Causes beyond Purchaser's control shall include, but not be limited to, governmental action or failure of the government to act where such action is required, epidemic or pandemic, strike or other labor trouble, fire, or unusually severe weather, in each case whether or not foreseeable.

16. Insurance.

In the event that Seller's obligations hereunder require or contemplate performance of services by Seller's employees, or persons under contract to Seller, to be done on Purchaser's property, or property of Purchaser's customers, the Seller agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of the Purchaser. Seller shall maintain all necessary insurance coverages, including public liability and Workman's Compensation insurance. Seller shall indemnify and save harmless and defend Purchaser from any and all claims or liabilities arising out of the work covered by this paragraph.

17. Setoff.

All claims for money due or to become due from Purchaser shall be subject to deduction or setoff by the Purchaser by reason of any counterclaim arising out of this or any other transaction with Seller.

18. Indemnity.

Seller shall defend, indemnify and hold harmless Purchaser against all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from any defect in the goods or services purchased under this Purchase Order, any breach of the terms and conditions of this Purchase Order, or from any act or omission of Seller, its agents, employees or subcontractors. This indemnification shall be in addition to the warranty obligations of Seller.

19. Limitation on Purchaser's Liability.

In no event shall Purchaser be liable for anticipated profits or for incidental or consequential damages. Purchaser's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Purchase Order or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unit thereof which gives rise to the claim. Purchaser shall not be liable for penalties of any description. Any action resulting from any breach on the part of Purchaser as to the goods or services delivered under this Purchase Order must be commenced within one year after the cause of action has accrued.

20. Termination.

A. Purchaser reserves the right to terminate this Purchase Order or any part hereof for its sole convenience. In the event of such termination, Seller shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease such work. Seller shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work reasonably performed (but not in any case in excess of any demand forecast by Purchaser, if applicable) prior to the notice of termination, plus actual and reasonable direct costs resulting from termination. Seller shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided.

B. Purchaser may also terminate this Purchase Order or any part hereof for cause in the event of any default by the Seller, or if the Seller fails to comply with any of the terms and conditions of this Purchase Order. Late deliveries, deliveries of goods or services

which are defective or which do not conform to this Purchase Order, and failure to provide Purchaser, upon request, reasonable assurances of future performance shall all be causes allowing Purchaser to terminate this order for cause. In the event of termination for cause, Purchaser shall not be liable to Seller for any amount, and Seller shall be liable to Purchaser for any and all damages sustained by reason of the default which gave rise to the termination.

21. Applicable Law and Jurisdiction; Arbitration.

A Purchase Order and/or these Terms are to be construed according to the laws of the United States of America and the State of Michigan including the Uniform Commercial Code and excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any choice of law provisions that require application of any other law, provided that Purchaser may elect to apply the law of its domicile, for Orders issued outside of North America. Any dispute, controversy or claim arising out of, relating to or in connection with a Purchase Order and/or these Terms, including the breach, termination, or validity thereof, shall be resolved by final and binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The claimant shall commence the arbitration by delivering a notice of arbitration to the respondent setting out the nature of the claim(s) and the relief requested. Within 30 days of the receipt of the notice of arbitration, the respondent shall deliver to the claimant its answer and any counterclaim(s), setting out the nature of such counterclaims(s) and the relief requested.

22. Entire Agreement.

This Purchase Order and any documents referred to on the face hereof, constitute the entire agreement between the parties.

23. Assignment; Subcontracting.

This Purchase Order and the obligations herein may not be transferred, assigned, delegated, assumed (including without limitation by operation of law) or subcontracted, in whole or in part directly or indirectly without the prior written approval of Purchaser, absent which approval such assignment shall be void *ab initio*.

24. Amendment; Waiver.

No provision of this Purchase Order shall be amended or waived other than by a writing signed by the parties hereto; provided that either party may, by a written document signed by such party, waive an obligation of the other party hereto under this Purchase Order. Purchaser's failure to insist on performance of any of the terms or conditions

herein or to exercise any right or privilege or Purchaser's waiver of any breach hereunder shall not thereafter waive any other terms, conditions or privileges whether of the same or similar type.

25. Severability.

If any provision herein is determined to be invalid, illegal or unenforceable, in whole or in part, such provision shall be deemed modified to the minimum extent necessary to render it valid and enforceable. If such modification is not possible, the provision shall be deemed severed from the agreement. The Validity, legality and enforceability of the remaining provisions shall not be affected or impaired.