

**Inventus Power, Inc., its affiliates and subsidiaries (“Buyer”)  
Supplier (“Seller”) Terms and Conditions**

**ARTICLE I: Acceptance, Terms and Conditions of Contract**

This Purchase Order shall constitute the final, complete and exclusive statement of terms and conditions for the purchase of products and/or services between Buyer and Seller and may not be modified or rescinded except by a written change order issued by the Buyer. Seller shall indicate its acceptance of these terms and conditions by verbal acceptance communicated to the Buyer, by written acceptance on the face of this Purchase Order received by the Buyer, by other written confirmation received by the Buyer, by commencing work on this Purchase Order in any manner, or by the delivery of the products or services as stated in this Purchase Order. ***As an offer, this Purchase Order expressly limits acceptance to its terms and conditions, and notification of rejection of any different or additional terms in any response to this offer or prior quote from Seller is hereby given.***

**ARTICLE II: Delivery and Quantity**

- i. Time is of the essence for delivery and all other obligations arising herein. "Delivery Date" shall mean the date the Purchase Order line item is required to arrive at Buyer's facility. The Purchase Order will be deemed accepted by Seller if not rejected in writing by Seller within three (3) business days of receipt of the Purchase Order.
- ii. If Seller fails to meet the scheduled Delivery Dates by more than two (2) business days, Buyer may, at its option, cancel this Purchase Order, or any part of this order, without incurring any additional liability beyond what is due for previously shipped products. If Buyer requests expedited shipment of any late deliveries, Seller shall pay any additional cost of expedited shipment(s). Buyer shall be obligated to accept only the quantity on the Purchase Order or any line therein due on the Delivery Date. Any quantity in excess of the ordered amount may at Buyer's sole discretion be returned to Seller at Seller's expense and at Seller's risk.
- iii. Seller shall not deliver products more than five (5) business days ahead of the scheduled Delivery Date unless authorized by Buyer in writing. Buyer may return, at its option, all unauthorized early shipments to Seller at Seller's expense. Payments for early shipments shall be postponed until normal maturity after the scheduled delivery date is met.
- iv. Seller, when it has reason to believe that deliveries will not be made as scheduled, shall provide immediate written notice to Buyer, setting forth the cause of such anticipated delay.

**ARTICLE III: Changes**

- i. Buyer reserves the right, at any time, to make changes to the latest drawing revision or other description to which the products or services are to conform, the quantity and method of shipment and packaging, or to the time or place of delivery by written notice to Seller. Buyer and Seller agree that all applicable specifications covering the design and testing requirements must be clearly identified in the product requirements and approved in writing as part of the initial design. Any changes that arise subsequent to the initial design release must be processed through as an Engineering Change Request, reduced to writing, and agreed to by both parties – Buyer and Seller.
- ii. If any such change directly affects the price or delivery schedule of products or services, a reasonable adjustment will be made by agreement of the parties, provided that, Seller must make a written claim within thirty (30) days following Seller's receipt of such changes or any adjustment will be waived. If the parties are unable to agree upon the amount of the adjustment, acting reasonably and in good faith, Buyer may, without any liability, cancel this Purchase Order as to any remaining products and services affected.
- iii. Unless otherwise stated on the face of this Purchase Order or in an attachment to this Purchase Order, Buyer may reschedule within leadtime of the component without incurring any rescheduling charges or other expense.
- iv. Seller shall confirm, within two (2) days, any changes or reschedules in writing, via mail, facsimile or electronic data transmission.
- v. Seller shall not, without the prior written consent of Buyer, make any process, design or other changes to the products.
- vi. This Purchase Order shall not be deemed or construed to be modified, amended, rescinded, canceled or waived in whole or in part, except in writing by Buyer and Seller.

**ARTICLE IV: Packing and Shipping**

- i. Shipments must be preserved, packaged, handled and packed to permit efficient handling, provide protection from loss or damage, and comply with Buyer specifications, government regulations, industry standards and carrier requirements. Seller shall be liable for any loss or damage to Buyer due to its failure to properly preserve, package, handle or pack any shipment. Buyer will include any special packaging instructions on the Purchase Order or within the product specification.
- ii. No charges by Seller shall be allowed for handling, packing, crating, returnable containers, import duties, transportation, documentation or media unless previously agreed to in writing and such agreement is referenced on the face of this Purchase Order.
- iii. All containers, packing lists, bill of lading and invoices must list the Purchase Order number, Country of Origin and Buyer's part number.
- iv. All products shall be shipped to Buyer DDP in accordance with 2020 Incoterms, with all freight charges prepaid by Seller, in compliance with the Inventus Power Routing Guide, unless Buyer provides instructions for other shipping, or unless otherwise agreed to in writing by the parties.

**ARTICLE V: Quality/Inspection**

- i. Seller shall deliver products conforming to applicable specifications (i.e. drawings, specification sheets, etc...) and which are 100% free of any and all defects.

- ii. Upon request and if applicable, Seller shall make available to Buyer all product test data relating to qualification as well as production yield as evidence of conformance to specifications and quality control.
- iii. All products will be subject to inspection and approval by Buyer. Buyer shall have the right to inspect the products at any time during the manufacturing process at Seller's facilities or elsewhere, provided Buyer gives reasonable advance notice of each visit, and such visit does not disrupt the manufacturing capability of Seller, or violate Seller's safety or clean room procedures.
- iv. Buyer may, at its option, reject and return any products which contain defective material or workmanship or which do not conform to this Purchase Order, applicable drawings, specifications, or samples, for replacement, credit or refund of purchase price at Buyer's option and at Seller's risk and expense. Replacement products shall be new and subject to full original warranty. Buyer at its option may accept repaired replacements. Rejected products which Buyer returns to Seller and replacement or repaired products which are returned to Buyer shall be returned at Seller's risk and expense. Replacement or repaired products will be provided to Buyer within five (5) business days of Seller's receipt of the defective product.
- v. Buyer may at its option use either a sampling plan or 100% inspection. Lots which fail to pass such sampling plans may, at Buyer's option, be inspected 100% at Seller's cost. Buyer may return any defective or nonconforming articles or lots to Seller at Seller's risk and expense or Buyer, at its sole discretion, may repair or engage a third party to repair any defective or nonconforming articles or lots, all at Seller's expense.
- vi. Exercise of these above remedies shall not be exclusive of any other remedies provided in law or equity which are available to Buyer.
- vii. Payment for any products or services shall not constitute final acceptance.
- viii. If product is rejected, Seller agrees to supply Buyer with a Return Material Authorization Number (including replacement product if requested by Buyer) and a containment plan within twenty four (24) hours of Seller's receipt of notification. Seller further agrees to provide Buyer with an initial failure analysis and corrective action response within two (2) days of notification. Seller agrees to provide failure analysis and corrective action in Buyer requested format. If replacement product is found to be non-conforming or delivery of replacement product is not fulfilled as required, Buyer may, at its option, cancel the related Purchase Order in whole or part, without penalty or liability whatsoever to Buyer and/or Buyer may avail itself of any remedy set forth herein or pursuant to applicable law.

#### **ARTICLE VI: Pricing, Invoices and Payment**

- i. Seller shall sell to Buyer the products or services shown on the face of this Purchase Order at the price(s) specified. All prices are exclusive of applicable freight charges and duties unless otherwise agreed to by Buyer. All product and service prices are denoted in United States currency (USD).
- ii. An invoice(s) must be issued by Seller for each separate shipment made against this Purchase Order. Each invoice shall reference this Purchase Order number.
- iii. All invoices shall be issued and payment shall be made in USD.
- iv. Buyer shall not be liable for any federal, state or local taxes, unless Buyer can not supply an appropriate tax exemption certificate. Any applicable taxes shall be separately stated on the face of each invoice.
- v. Buyer's payment terms are ninety (90) days from Buyer's receipt of conforming products. All invoiced amounts shall be subject to a two (2) percent (2%) early payment discount for all payments remitted by Buyer within fifteen (15) days of Buyer's receipt of conforming products.

#### **ARTICLE VII: Warranties**

- i. Seller warrants that it has title to the products, and that the products are free of all liens. These warranties shall be perpetual. Seller warrants that it is authorized to sell the products to Buyer.
- ii. Seller further warrants all products furnished under this Purchase Order are free from defects in material, workmanship and design and conform to applicable specifications, drawings, samples, user manuals, product documentation or other descriptions provided by Buyer; will be fit for their intended purpose; will be new and of merchantable quality and all services will be rendered in a good and workmanlike manner.
- iii. These warranties shall survive inspection, testing, acceptance and payment and shall accrue to Buyer, its successors, assigns and customers.
- iv. All warranties (except for title and free of liens) shall extend for two (2) years after delivery of products to Buyer or completion of services.
- v. Warranty failures may be returned to Seller for replacement, credit or refund of purchase price at Buyer's option and at Seller's risk and expense. Replacement products shall be new and subject to full original warranty. Buyer at its option may accept repaired replacements. Replacement or repaired products will be provided to Buyer within five (5) business days of Seller's receipt of the defective product.
- vi. Buyer may, at its option, assign or otherwise transfer the warranties in this Article VII, in whole or in part, on any particular product(s) to any of Buyer's customers; whereupon (i) such customer may enforce such warranties against Seller, on, in, or for such customer's own behalf, name and benefit, and (ii) Buyer may enforce such warranties against Seller, on, in, and for Buyer's or such customer's behalf, name or benefit.
- vii. If Seller breaches any warranty specified in this agreement or afforded by law, Buyer shall be entitled to avail itself cumulatively of all remedies set forth in this agreement, in law or in equity.

#### **ARTICLE VIII: Intellectual Property Indemnity**

- i. Seller shall defend, indemnify, and hold harmless Buyer and its customers, end users, employees, officers, directors, stockholders, independent contractors and agents, against and with respect to any claim, liability, obligation, loss, damage, assessment, judgment, cost and expense (including reasonable attorney's and accountant's fees and

costs and expenses reasonably incurred in investigating, preparing, defending against or prosecuting any litigation or claim, action, suit, proceeding or demand), of any kind or character arising from any actual or claimed infringement of any patents, trademarks, service marks, trade secrets, maskwork rights, or copyrights with respect to any products or services furnished under this Purchase Order.

- ii. If the use by Buyer or its affiliates, subsidiaries, assigns or customers of any product or service furnished under this Purchase Order is enjoined ("Infringing Product"), Seller shall, at its own expense, procure for Buyer the right to continue using the Infringing Product. If Seller is unable to do so, Seller shall at its own expense, either replace the Infringing Product with a non-infringing product, or modify the Infringing Product so that it becomes non-infringing. If Seller is unable to replace or modify the Infringing Product, Seller shall promptly refund in full the costs paid by Buyer for the Infringing Product upon return of such Infringing Product to Seller.
- iii. If the use of such products are enjoined, temporarily or permanently, Buyer may return such products to Seller for full credit and cancel any remaining portion of the Purchase Order.

#### **ARTICLE IX: Indemnification**

- i. Seller shall defend, indemnify, and hold harmless Buyer and its customers, employees, officers, directors, stockholders, independent contractors and agents from, against and with respect to any claim, liability, obligation, loss, damage, assessment, judgment, cost and expense (including reasonable attorney's and accountant's fees and costs and expenses reasonably incurred in investigating, preparing, defending against or prosecuting any litigation or claim, action, suit, proceeding, demand or the cost of any product recall), of any kind or character arising out of, relating to, attributable to or in any manner incident to any of the following: (i) the acts or omissions (whether negligent, reckless, intentional or otherwise) of Seller, its employees, agents or independent contractors; (ii) the products and any defect therein (whether in design, materials, workmanship or otherwise), including any products liability claim and all claims based on strict liability in tort; or (iii) any breach of these Terms and Conditions, including any breach, falsity or inaccuracy of or in any representation, warranty, obligation or covenant of Seller herein. For the sake of clarity, the indemnification obligation of Seller stated herein shall include, but not be limited to, any costs (including but not limited to reasonable attorney's fees) incurred by Buyer in relation to a product recall necessitated by Seller's breach of any of these Terms and Conditions.

#### **ARTICLE X: Rescheduling and Cancellation**

- i. Buyer may reschedule the delivery of any products at any time up to the time of shipment for a period of up to ninety (90) days beyond the delivery date, and Buyer shall not have any liability for any costs associated with such rescheduling.
- ii. Buyer may cancel this Purchase Order in whole or in part upon notice at any time and notwithstanding the fact that such Purchase Order contains orders for non-cancellable/non-returnable ("NCNR") or custom products. Upon Buyer's cancellation, Seller shall (a) stop work on such cancelled products and deliver to Buyer such work in process or completed products as may be requested by Buyer, (b) cancel orders for components or raw materials for such cancelled products, and (c) return any unneeded components or raw materials for such cancelled products. Unless otherwise stated on the face of this Purchase Order, all products ordered hereunder are one hundred percent (100%) cancellable and one hundred percent (100%) returnable with no restocking or other such charges. Except for cancellation due to the default or delay by Seller, Seller shall be entitled to commercially reasonable compensation for NCNR products and custom components to the extent such liability is indicated on the face of this Purchase Order, which were properly ordered by Seller and which Seller cannot return, cancel, broker or utilize for other customers using diligent efforts within ninety (90) days after notice of cancellation by Buyer. The total compensation paid by Buyer for any NCNR or custom products subject to cancellation shall not exceed the price on this Purchase Order for such cancelled products. Buyer shall have no liability to Seller beyond payment of any balance owing for products or services delivered to and accepted by Buyer prior to Seller's receipt of the notice of termination, and for work in process and completed products requested by, delivered to, and accepted by Buyer after Seller's receipt of notice of termination in accordance with this Article X.

#### **ARTICLE XI: Confidentiality**

- i. Seller agrees to keep confidential from any third party all information obtained from Buyer while performing obligations pursuant to this Purchase Order, including but not limited to, Buyer's specifications, drawings, pricing, usage/schedules, verbal understandings, or site observations. Seller shall use at least the same care in protecting Buyer's confidential information as Seller uses in protecting its own confidential information.
- ii. Seller further agrees that such information shall be distributed internally on a need to know basis and shall not be used, except to perform obligations pursuant to this Purchase Order, without prior written permission of Buyer.
- iii. Seller shall not disclose the existence of this Purchase Order to any third party, including the products or services supplied, prices, pictures, descriptions, or samples without prior written approval from Buyer.

#### **ARTICLE XII: Compliance with Applicable Laws**

- i. Seller warrants that all of the products or services to be furnished to Buyer to fulfill this Purchase Order will be manufactured or supplied by Seller in accordance with all currently applicable federal, state, and local laws, rules, regulations and orders, including without limitation environmental laws, rules, regulations, orders, and permits. Upon request, Seller shall furnish Buyer with specific certifications of legal compliance.
- ii. Seller agrees specifically to comply with all applicable standards, provisions, and stipulations of the Fair Labor Standards Act of 1938, as amended, including specifically Sections 6, 7 and 12 of the Act.

- iii. The clauses set forth in FAR 52.222-26 and FAR 22.810, as applicable, and in effect on the date of this Purchase Order are incorporated herein unless this Purchase Order is exempt under regulations issued by the Secretary of Labor. Where necessary to make the above Articles applicable to this Purchase Order, the word "Contractor" shall mean Seller.

#### ARTICLE XIII: Insurance Requirements

- i. Buyer requires, and Seller agrees that it shall ensure that it has, appropriate liability insurance coverage in force and that the following conditions are met:
  - a) Supplier shall maintain in force Commercial General Liability insurance, including Products-Completed Operations and Contractual Liability, with Broad Form Vendor's Endorsement, with limits not less than \$2,000,000 per occurrence.
  - b) Supplier shall provide Buyer with a Certificate evidencing worldwide liability insurance coverage, naming the following entities as Additional Insured: "Inventus Power, Inc., its affiliates, subsidiaries and their officers, directors, agents, and employees" and providing that such coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased or maintained by Buyer.
  - c) Supplier shall provide Buyer at least thirty (30) days written notice of cancellation, modification or non-renewal of coverage.
  - d) Supplier shall, on or before the delivery of products subject to this Purchase Order, and thereafter when requested by Buyer, provide Buyer with a valid Endorsement and Certificate of Insurance evidencing the foregoing coverages and requirements.

#### ARTICLE XIV: Default

- i. Buyer may, by written notice of default to the Seller, terminate this Purchase Order or any line(s) thereof if the Seller fails:
  - a) To deliver the products in accordance with the delivery schedule specified herein, or any extension thereof by Change Order or Amendment;
  - b) To replace or correct any defective items in accordance with the provisions of Articles V or VII; or
  - c) To correct such failure within a period of five (5) days (or such longer period as Buyer may authorize in writing) after receipt of notice from Buyer specifying such failure. In the event that this Purchase Order provides for the furnishing of items in more than one lot, the entire Purchase Order including all lots, may be terminated for default upon Seller's failure as described in subparagraphs (a) or (b) in connection with any one lot or part thereof.
  - d) In the event of termination pursuant to this Article, Buyer may purchase similar items elsewhere on such terms and in such manner as Buyer may deem appropriate and the Seller shall be liable to Buyer for any costs incurred for such purchase.
  - e) Failure of Buyer to enforce any right under this Article shall not be deemed a waiver of any right hereunder. The rights and remedies of Buyer under this Article shall not be exclusive and are in addition to any other rights and remedies provided by law.

#### ARTICLE XV: Notices

- i. Any notice to Buyer shall be directed to Buyers authorized representative whose name or signature appears on the face of this Purchase Order.
- ii. Any notice required pursuant to this Purchase Order shall be in writing and shall be deemed received as of the date of actual receipt of written notice.

#### ARTICLE XVI: Miscellaneous

- i. Seller shall not delegate any duties or assign any rights under this Purchase Order. Any attempted delegation or assignment shall be void.
- ii. Failure by Buyer to insist upon strict compliance to the terms and conditions of this Purchase Order is not a waiver of the term or condition. The waiver of any term or condition of this Purchase Order must be in writing. No such waiver shall be construed as a waiver of any other term or condition nor as a waiver of any subsequent breach of the same term or condition.
- iii. If any provisions herein shall be held to be invalid or unenforceable for any reason, such provisions shall, to the extent of such invalidity or unenforceability, be reformed or, if necessary, severed to the minimum extent necessary to render the remainder of this Purchase Order to be valid or enforceable, but without in any way affecting the remainder of such provision or any other provision contained herein, all of which shall continue in full force and effect.
- iv. This Purchase Order and the Terms and Conditions herein shall be construed in accordance with, and governed by, the laws of the state of Illinois, without reference to its choice of law rules that would cause the application of the laws of any jurisdiction other than the State of Illinois. The parties consent and agree that all legal proceedings relating to the Purchase Order and these Terms and Conditions shall be maintained solely and exclusively in any state court located in DuPage County, Illinois. The parties hereby irrevocably consent to such jurisdiction and venue. The United Nations Convention on Contracts for the International Sale of Goods will not, for any purpose, govern or apply to the sale of products and services or any transactions, performances or disputes hereunder.
- v. To the extent required by Executive Order No. 11,246 and its implementing regulations, this Purchase Order incorporates by reference the Equal Opportunity Clause, 41 CFR 60-1.4(a).
- vi. Seller warrants that all its packaging, components and/or Products supplied by Seller will not contain higher levels of the banned substances than those allowed by all applicable federal, state, and local laws, regulations, statutes, mandates, etc.
- vii. When required, all products and materials must comply with standards set forth by Underwriters Laboratories, with Directive 2002/95/EC of the European Parliament and of the council of 27 January 2013 on the Restriction of Use of Certain Hazardous Substances in electrical and electronic equipment (the "RoHS Directive") and all applicable national and regional legislation implementing the RoHS Directive, and must be accompanied with a Certificate of Compliance from the Seller.

- viii. Whether construed as an offer, acceptance or confirmation, these terms and conditions of purchase include all documents and exhibits attached hereto and all other terms incorporated by reference herein.
- ix. Seller represents that it will comply with all applicable export and import laws and regulations during the performance of this Agreement, including but not limited to, the U.S. Arms Export Control Act, as amended (22 U.S.C. §§ 2751-2799), the International Traffic in Arms Regulations ("ITAR"), as amended, (22 C.F.R. Part 120 et seq.), the Export Administration Act, as amended, (50 U.S.C. §§ 2401-2420), and the U.S. Export Administration Regulations ("EAR"), as amended (15 C.F.R. § 730 et seq.). The Seller shall not export, disclose, furnish or otherwise provide any article, technical data, technology, defense service or technical assistance of the Buyer to any foreign person or entity, whether within the U.S. or abroad, without obtaining, in advance, (a) appropriate U.S. government export authorization, and (b) written approval from the Buyer. The Seller shall indemnify and hold the Buyer harmless for all claims, demands, damages, costs, fines, penalties, attorney's fees, and all other expenses arising from failure of the Seller to comply with this clause or the ITAR and/or EAR.
- x. Seller shall comply with all applicable provisions of the DFARS Detection and Avoidance of Counterfeit Electronic Parts at DFARS 252.246-7007 & 252.246-7008. Capitalized terms in this section shall have the meaning afforded to them in such regulation. In the event any products provided under this Purchase Order constitute a Counterfeit Part, Seller shall, at its sole expense, promptly replace such products with genuine products conforming to the requirements of this Purchase Order. Notwithstanding anything to the contrary, Seller shall be liable for all costs (including without limitation any claims, damages, expenses and other amounts) directly or indirectly relating to or arising from the provision of a Counterfeit Part to Buyer.
- xi. Seller warrants that in performance of this Purchase Order it has complied with or will comply with all applicable international, national, state and local laws, regulations and ordinances.