



TERMS & CONDITIONS OF PURCHASE

1. TERMS OF PURCHASE; OFFER; AND ACCEPTANCE

- a. This Offer of Purchase (Offer) made by Brennan Industries, Inc. or one of its subsidiaries (Buyer) is subject to the terms and conditions set forth below.
- b. This Offer may be accepted by the recipient (Supplier) in writing or electronic confirmation. Supplier's shipment of any goods or provision of any services contemplated by this Offer, or acceptance of any payment with respect thereto, shall also constitute acceptance of this Offer.
- c. Acceptance of this Offer is expressly and exclusively limited to the terms and conditions set forth herein, and Supplier acknowledges and agrees that any new, additional or different term(s) and/or condition(s) proposed or otherwise asserted by Supplier in any manner (including, without limitation, in any online order or transaction system, acceptance, purchase order documentation, invoice, bill of lading, packaging materials or other documentation of any kind) with respect to this Offer or the provision of goods or services contemplated hereby is expressly rejected by Buyer and does not apply to the contract between Buyer and Supplier.
- d. Upon acceptance of this Offer, Supplier and Buyer are legally bound by the terms and conditions set forth herein as the contract (Contract) for the purchase and sale of any goods or provision of any services contemplated by this Offer.
- e. Each of Buyer and Supplier is sometimes referred to herein as a "Party," and both of them, collectively, as the "Parties."
- f. Any specifications, drawings, and other data referred to in this Contract are hereby incorporated and made a part hereof as if fully set forth herein.
- g. If this Offer indicates it is made under a U.S. Government contract or subcontract, or if Buyer otherwise notifies Supplier that this Offer is made under a U.S. Government contract or a subcontract, certain clauses of the Federal Acquisition Regulation (FAR) (48 CFR Chapter 2) and the Department of Defense FAR Supplement (DFARS) apply and are deemed incorporated into this Contract in accordance with applicable laws and regulations.
- h. Supplier's use of subcontractors, whether selected, directed or approved by Supplier, Buyer or Buyer's customer, to fulfill this Contract shall not excuse Supplier of its obligations or requirements to Buyer under this Contract.

2. PRICES AND PACKAGING

- a. Supplier's price for goods and services supplied to Buyer pursuant to this Contract includes: (i) the cost of packaging the goods in a manner suitable for safe and secure shipment by the method specified by Buyer; and (ii) all taxes, fees and/or duties applicable to the goods and/or services, provided that any value added tax (VAT) and/or similar tax that is recoverable by Buyer will not be included in Supplier's price but will be a separately stated line item on Supplier's invoice, in compliance with applicable tax laws and regulations. No additional charges will be allowed for containers, crating, boxing, bundling, dunnage, drayage, storage, or transportation thereof, unless expressly stated otherwise in this Contract.
- b. Supplier will package, mark, and ship all goods in accordance with the requirements of this Contract, good commercial practices, and in a manner that will permit the securing of the best transportation rates. Damage to any goods resulting from improper packaging will be the sole responsibility and expense of Supplier. Packing slips must accompany all shipments. Buyer's count will be accepted as final and conclusive on all shipments. Buyer's purchase order number and Supplier's packing slip number, description, and count must appear on all invoices, packages, and bills of lading.

3. DELIVERY

- a. Supplier will deliver all goods, and title and risk of loss will transfer to Buyer, in accordance with FCA Supplier's Facility (INCOTERMS 2020), unless other delivery instructions

or arrangements are agreed between Buyer and Supplier. Supplier acknowledges that Buyer requires on-time delivery, therefore time is of the essence in this Contract.

b. Supplier will be responsible for all damages resulting from Supplier's failure to make timely or conforming deliveries of goods, including, but not limited to, costs Buyer incurs for the correction of goods with quality problems and costs Buyer incurs in connection with Buyer's business downtime. If Supplier's delivery of goods is not made in the quantities and at the times specified herein, Buyer reserves the right without liability and in addition to any other rights and remedies at law, contract or at equity, to cancel this Contract and to procure substitute goods or services and charge Supplier with any loss incurred including lost profits and special damages. Buyer will have the right to reject any goods or services which are tendered by Supplier in advance of the date scheduled for delivery, to accept early delivery of goods or services and defer payment until after the scheduled delivery date or to accept early delivery of goods and place such goods in storage at Supplier's expense until the scheduled delivery date. Buyer may return any over shipments to Supplier at Supplier's risk and expense.

c. Supplier will deliver in accordance with the delivery date(s) specified in this Contract or, if a delivery date or dates are not specified, then only as authorized in shipment releases issued by Buyer. Supplier will treat Buyer as a preferred customer and, as such, Buyer schedules are to be given priority. Supplier will promptly notify Buyer in writing of any potential or anticipated delivery delays or supply interruptions and Supplier will arrange, at Buyer's option and at locations acceptable to Buyer, for advance deliveries or warehousing of goods.

4. FORCE MAJEURE

a. Neither Party will be considered in default of performance under this Contract to the extent that such performance is delayed or prevented by fire, flood, earthquake or natural disasters, riot, war, terrorism, civil strife, pandemics, epidemics or other public health emergency/ies, governmental regulations, or any other event beyond such Party's reasonable control and occurs without such Party's fault or negligence (a "Force Majeure Event"). Material shortages or other supply chain issues are not considered a Force Majeure Event.

b. As soon as possible, but not later than one (1) day after the determination that a Force Majeure Event will cause a delay in the supply of goods or services, Supplier will provide written notice to Buyer describing any anticipated delays in its performance due to the Force Majeure Event and advising Buyer of the anticipated duration of the delay, actions Supplier is taking to mitigate the delay, and the time that the delay will be cured.

c. During the delay or failure to perform by Supplier as a consequence of a Force Majeure Event, Buyer may at its option and without liability to Supplier: (i) purchase substitute goods and/or services from other sources and reduce its releases or quantities set forth in this Contract to Supplier by such quantities; (ii) require Supplier to deliver to Buyer all or any portion of the finished goods and/or services, work-in-process and/or parts and materials produced or acquired for work under this Contract; or (iii) require Supplier to provide goods and/or services of equal quality from other sources in quantities and at a time requested by Buyer and at the prices set forth in this Contract. If, upon the request of Buyer, Supplier fails to provide adequate assurance that any delay will not exceed thirty (30) days, or if any delay lasts longer than thirty (30) days, Buyer may terminate this Contract, in whole or in part, without liability and Supplier will reimburse Buyer for costs associated with the termination.

d. Supplier will use all diligent efforts to ensure the effects of any Force Majeure Event are minimized and, as promptly as possible, resume full performance.

5. CHANGES

Buyer reserves the right at any time by written notice to Supplier prior to any of the delivery dates set forth in this Contract to make changes to the drawings, designs, or specifications of the goods and/or services purchased, the method of packaging and shipping, the time, place or method of delivery, the quantity of goods ordered, or the work or services covered hereby. If any such changes affect Supplier's cost and/or delivery schedule, Supplier will notify Buyer immediately, and, in the case of an increase in Supplier's cost, within twenty (20) days of such notice Supplier



will submit a detailed cost break-down comparing original requirements and costs to the changed requirements and costs. The Parties will then discuss an equitable adjustment in the Contract price, delivery schedule, or both; however, no adjustment will be binding on Buyer unless evidenced by one of the following: a new Contract, a change notice, or a revision to this Contract signed by an authorized representative of Buyer. Nothing in this Section 5 shall excuse Supplier from immediately proceeding with this Contract as changed.

6. REJECTION; REVOCATION

a. Payment for any goods and/or services under this Contract shall not constitute acceptance thereof, and Buyer reserves the right to inspect all goods and/or services purchased hereunder at Buyer's discretion and at Buyer's option and to reject nonconforming goods and/or services or revoke acceptance of nonconforming goods and/or services. At Buyer's option and at Supplier's risk and expense, Buyer may return nonconforming goods to Supplier, require Supplier to grant a full refund or credit to Buyer for nonconforming goods and/or services, hold nonconforming goods for disposition by Supplier, require Supplier to reperform the work or rework nonconforming goods and/or services to correct nonconformities. Unless otherwise agreed, replacement of any nonconforming or defective good will be accomplished by Supplier within 24 hours of Supplier's receipt of notification of the nonconformance or defect, and re-performance of any nonconforming or defective service will be accomplished promptly.

b. In the event of nonconforming goods and/or services, Supplier will, within twenty-four (24) hours from notice from Buyer, submit a written corrective action report to Buyer. Such report shall identify the root cause of the nonconformance, identify the affected goods and/or services and communicate a corrective action plan for Buyer's review and approval.

c. Acceptance of any part of the goods and/or services ordered hereunder shall not bind Buyer to accept other parts of the goods and/or services, including any future shipments, or waive its right to revoke acceptance of goods previously delivered or services previously performed.

7. SUPPLIER'S WARRANTIES

a. Supplier warrants that all goods and/or services provided, whether by Supplier or its subcontractors or sub-suppliers, will: (i) be new and of merchantable quality; (ii) be free from all defects in design, workmanship, material, and title, and Supplier will cause any lien or encumbrance asserted to be discharged, at its sole cost and expense, within 15 calendar days of its assertion (provided such liens do not arise out of Buyer's failure to pay amounts not in dispute under this Contract); (iii) be provided in strict accordance with all requirements, laws, regulations, codes, instructions, standards, drawings, design, specifications and other requirements approved or provided by Buyer; and (iv) be provided/performed in a competent and professional manner in accordance with the highest standards and best practices that apply in Supplier's industry.

b. Supplier further warrants that the goods and/or services provided, and any deliverables created during the performance of the services do not infringe any intellectual property right of a third party and are not subject to any license or any other obligations or conditions that would affect Buyer's use or resale thereof. Supplier represents and warrants that Supplier has the legal right and power to assign to Buyer and its affiliates the ownership of any such deliverables without violating any rights of any third party and Supplier hereby assigns ownership of all intellectual property or other proprietary rights in and to any such deliverables to Buyer and its affiliates.

c. Additionally, Supplier warrants that any goods or deliverables provided by or on behalf of Supplier that includes software, firmware or any other computer code of any nature does not contain: (i) any viruses, malware, spyware, keylogger, or ransomware; or (ii) anything that would enable Supplier or a third party to access, view or control any part of Buyer's information technology systems or Information stored therein.

d. Supplier agrees that the foregoing warranties will survive acceptance of the goods and/or services. The warranties stated in this Section 7 will also apply to any repaired or replaced goods or reperformed services and, in all cases, are hereby extended to, and shall inure to the benefit

of, Buyer and Buyer's affiliates, subsidiaries, successors, assigns, and direct and indirect customers to whom the goods and services provided hereunder may be sold or transferred.

e. In the event of breach of warranty, Buyer will be entitled to all rights and remedies available at law, contract or at equity, including but not limited to, at Buyer's option and at no additional cost to Buyer: (i) credit, (ii) replacement or repair of defective goods, (iii) reperformance of services; (iv) recoupment of any costs and expenses of removal of the goods from any component, assembly or system; (v) reinstallation of non-defective goods, (vi) recoupment of any other costs or expenses for return of the goods; and (vii) recoupment of any other costs, expenses, or losses caused by or related to the defective goods or services. Supplier will also reimburse Buyer for any incidental and consequential damages caused by such nonconforming goods and/or services including, but not limited to costs, expenses, and losses incurred by Buyer: (i) in inspecting, sorting, repairing, or replacing such goods or services; (ii) resulting from any production interruptions; (iii) conducting any recall campaigns or other corrective actions; and (iv) claims for personal injury or property damage.

8. BUYER'S PROPERTY

a. Unless otherwise expressly provided in this Contract, all Special Property (as defined below), and all tangible and intangible property furnished to Supplier by Buyer or based on or derived from Buyer's confidential or otherwise proprietary information, or produced or purchased by Supplier at Buyer's expense, for use in Supplier's performance hereunder, and any replacement thereof, is and shall remain the exclusive property of Buyer. For purposes of this Contract, "Special Property" includes without limitation, dies, fixtures, molds, patterns, gauges, test equipment, information, or similar items used in Supplier's performance of this Contract that are especially acquired for Supplier's performance hereunder or of such specialized nature that absent substantial alteration, their use is limited to the production of the goods or the rendering of the services referenced in this Contract. Absent express agreement to the contrary, the amounts charged by Supplier pursuant to this Contract will include payment for all Special Property.

b. For purposes of this Contract, "Buyer's Property" means all Special Property and all other property furnished to Supplier by Buyer pursuant to this Contract. Supplier will not sell, encumber, transfer, assign, dispose of, or modify Buyer's Property and will not use Buyer's Property for any purpose other than in the performance of this Contract without Buyer's prior written consent.

c. At all times while Buyer's Property is in Supplier's custody or control, Buyer's Property will be held at Supplier's risk and will be fully insured at Supplier's expense at replacement cost payable to Buyer, and Supplier will provide routine maintenance at its expense. Supplier agrees that Buyer's Property will remain separate and a label will be affixed stating it is Buyer's Property and will not become a fixture attached to realty. Supplier will allow Buyer's representative to inspect Buyer's Property at any time upon reasonable notice.

d. Supplier hereby authorizes Buyer to file a form UCC-1 financing statement or its equivalent to enable Buyer to make its ownership rights in Buyer's Property of public record. At any time upon the request of Buyer and in accordance with Buyer's instructions, Supplier will prepare for shipment, package and deliver Buyer's Property in good condition and at Supplier's cost FCA Supplier's business location (INCOTERMS 2020).

9. INSURANCE

Supplier represents that it has and will maintain the following types and amounts of insurance coverage and agrees to furnish certificates of insurance showing that Supplier has insurance coverage in the following minimum amounts:

a. Workers Compensation: Statutory limits for the state(s) in which the work will be performed; unless such coverage is provided by governmental social security, in which case Supplier shall be in compliance thereof with respect to its workers and employees, as required.

b. General/Products Liability: \$2,000,000 per occurrence with an umbrella liability minimum of \$5,000,000;

c. Automobile Liability: \$1,000,000 per any one accident (required only when Supplier's vehicle will enter any of Buyer's premises or for the provision of transportation services); and

d. Aircraft Product Liability: \$10,000,000 aggregate (required only when this is a Contract for the provision of goods for use on an aircraft or in the aerospace market).

Said certificates of insurance will set forth the amount of coverage, the number of the policy and the date of expiration. Upon Buyer's request, Supplier will name Buyer as an additional insured on its policies. If Supplier is a self-insurer for workers compensation purposes or if such coverage is provided through governmental social security regulations, Supplier will provide Buyer with a copy of the self-insured certificate issued by the state(s) where work will be performed or evidence of compliance and payment of social security mandatory contributions. Compliance by Supplier with the insurance requirements stated in this Section 9 will not in any way affect Supplier's duty to indemnify Buyer under Section 10 herein.

10. INDEMNIFICATION

a. For purposes of this Contract, the "Buyer Indemnitees" means, collectively and individually, Buyer and its affiliated entities, as well as their respective owners, directors, officers, employees, contractors, advisors, agents and representatives.

b. Supplier agrees to indemnify, defend, and hold each of the Buyer Indemnitees harmless from and against any and all losses, liabilities, damages, claims, awards, demands, judgments, settlements, fines, suits, actions, proceedings, subrogation claims, costs and expenses, including court costs and attorney's fees, whether arising out of contract, tort strict liability, warranty, or otherwise, (collectively, "Damages") incurred in connection with: (i) the design, manufacture, sale or use of the goods and/or services sold to Buyer pursuant to this Contract; (ii) goods delivered or services or labor performed pursuant to this Contract; (iii) Supplier's performance or failure to perform its obligations under this Contract; or (iv) Supplier's failure to comply with applicable laws, orders, rules, regulations, codes, directives, ordinances and conventions or applicable standards, including labor and social security applicable regulations (collectively, "Laws").

c. If Supplier's employees, subcontractors, or sub-suppliers perform any work on the premises of Buyer or utilize any of Buyer's Property, whether on or off the premises of Buyer, Supplier may be required to execute a service agreement in terms to be mutually agreed with Buyer and will indemnify and hold harmless each of the Buyer Indemnitees from and against any Damages or for injuries (including death) to any person, including without limitation any of the Buyer Indemnitees, arising from or in connection with Supplier's performance of work or use of Buyer's Property. Supplier's obligations pursuant to this Section 10 shall survive the completion of performance and the expiration or termination of this Contract.

d. Supplier further agrees, upon receipt of notification, to promptly assume full responsibility for the defense of any claims brought against the Indemnitees, and in such event, Supplier will not consummate any settlement without Buyer's prior written consent. The failure of Buyer to provide Supplier with prompt notice does not relieve Supplier of its obligations under this Section 10 unless such failure to promptly notify Supplier causes irreparable harm. Buyer has the right to participate in the defense of any claim through counsel of its own choosing.

e. Supplier agrees upon receipt of notification thereof, to promptly assume full responsibility for defending any claim, suit, action, or proceeding which may be brought against any of the Buyer Indemnitees which alleges that any goods and/or services provided by Supplier pursuant to this Contract infringe any patent, trademark, copyright, trade secret, or other proprietary right owned by a third party. Supplier further agrees to indemnify Buyer against all expenses, losses, royalties, lost profits, and damages, including court cost and attorney's fees, resulting from such claim, suit, action, or proceeding, including any settlement, decree, or judgment entered therein. Buyer may at its option, be represented and actively participate through its own counsel in any such claim, suit, action or proceeding. Supplier's obligations pursuant to this Section 10 shall survive the completion of performance and expiration or termination of this Contract.

f. Notwithstanding the foregoing, Supplier will have no obligation to defend or indemnify any of the Buyer Indemnitees with respect to any claim which is directed to goods sold to Buyer pursuant to this Contract to the extent (and only to the extent) such claim is based on a product design specified entirely and solely by Buyer.

11. AUDITS; INVESTIGATIONS

- a. Supplier agrees that its books, records, and accounts will accurately and fairly reflect all transactions of Supplier and shall be maintained in accordance with applicable Laws. Buyer will have the right to perform audits and inspections of Supplier's facilities, records, books, costs, and other items related to the terms of this Contract. Supplier will, upon reasonable request and during normal business hours, make available for examination and reproduction by Buyer or its authorized agents, such facilities, costs, books, records, and other items of Supplier as may be necessary to verify compliance with all relevant specifications, drawings, designs, Laws, and standards to enable Buyer to comply with its customer obligations, and to perform such audit.
- b. Buyer's audits may be performed while this Contract is in effect or within one year after its termination. Further, should Supplier or Supplier's employees, sub-contractors or sub-suppliers in any way be involved in any investigation being performed by or on behalf of Buyer, such as investigations in respond to government inquiries or alleged compliance failures, Supplier and Supplier's employees, sub-contractors and sub-suppliers shall reasonably cooperate with Buyer in such investigation.

12. REMEDIES

Buyer's remedies described herein will be cumulative and in addition to any remedies allowed by law or in equity. Buyer may, at any time, debit, deduct, or set-off money owed, due, or to become due to Supplier from Buyer under this Contract as recovery for any claims that Buyer has or may have against Supplier arising out of this Contract or any other agreement between the Parties.

13. CONFIDENTIAL INFORMATION; PROPRIETARY RIGHTS

- a. All information (including but not limited to, trade secrets, drawings, plans, designs, specifications, manufacturing processes or techniques, research and development data, inventions, know-how, processes, procedures, costs, suppliers, methods, sales, customer information and lists, financial data, business plans, and information relating to identified or identifiable individuals) relating to this Contract or to the goods and/or services to be provided hereunder which has been disclosed to Supplier by or on behalf of Buyer (whether such information is owned by Buyer or by any other entity with whom Buyer is doing business) or which will be developed in the course of Supplier's performance under this Contract specifically for Buyer (collectively referred to as "Information"), has been and will be received and held by Supplier in confidence. Supplier will not disclose the Information to others and will not use the Information for any purpose other than for the direct benefit of Buyer. Supplier will acquire no right in or to such Information. Supplier will promptly return the Information to Buyer and discontinue all use of the Information upon expiration or termination of this Contract or at Buyer's written request. Supplier will not disclose to Buyer or use in the course and scope of Supplier's performance hereunder any information of other entities that Supplier does not have a lawful right to use or disclose. Supplier will limit access to the Information to only those employees of Supplier having a need to know such Information, and all such employees of Supplier having access to Information will be made aware of and agree to the obligations under this Section 13.
- b. Any invention, development, or copyrightable subject matter conceived, first reduced to writing, first reduced to practice, or made by Supplier, either solely or with others, in the course of Supplier's performance under this Contract is hereby assigned to Buyer if such invention or development or copyrightable subject matter (i) results from services for Buyer, or (ii) is made using Buyer's time, materials, facilities, or Information. All such copyrightable subject matter will be a work made for hire. Supplier will disclose such inventions, developments, or copyrightable subject matter promptly to Buyer and will cooperate with Buyer during and after the term of this Contract in filing and prosecuting any patent or copyright applications thereon and in evidencing ownership thereof by Buyer. Supplier agrees that the payments pursuant to this Contract are full and complete compensation for all obligations assumed by Supplier hereunder, and the assignment of inventions, developments, or copyrightable subject matter does not entitle Supplier

to any additional compensation. The obligations of this Section 13 shall survive the completion of performance and expiration or termination of this Contract.

14. DATA SECURITY

a. Supplier agrees to: (i) develop, implement, maintain, monitor, and update a reasonable, written data and cyber security program incorporating administrative, technical, organizational and physical safeguards, security measures, and security awareness, and (ii) install and implement security hardware and software, in each case, designed to (A) protect the security, availability, and integrity of Supplier's network, systems, and operations; the goods and services; and Information from loss or unauthorized alteration, disclosure, control, access and use; (B) guard against security incidents; and (C) satisfy requirements as set forth in a generally accepted cybersecurity framework, such as ISO/IEC 27001 or NIST 800-53, to establish a resilient control environment or equivalent level of security protection appropriate for the information involved and the then current security solutions.

b. Supplier shall notify Buyer immediately of any actual or reasonably suspected breach to Supplier's security that could potentially result in, or has resulted in: (i) the loss or unauthorized alteration, disclosure, control, access or use of Information; or (ii) an unauthorized access to Buyer's information technology systems, operational technology systems, networks, internet-enabled applications or devices or the data contained within any such systems. Supplier's notice to Buyer shall provide a full description of the breach, and Supplier shall (i) promptly take all steps reasonably necessary to investigate, mitigate and/or resolve the breach; (ii) share with Buyer any information that subsequently becomes available to it which may assist Buyer in investigating, mitigating and/or preventing any effects of the breach on the Buyer information technology systems or Information; (iii) obtain Buyer's consent prior to submitting or sending to third parties any communications, filings, notices, press releases, or any other reports relating to the involvement of Buyer information technology systems or Information in the breach; and (iv) provide any additional information, take any other additional steps or remedial measures, at Supplier's sole cost, as determined to be reasonably warranted by Buyer.

c. Buyer shall have the right to audit Supplier or, in Buyer's sole discretion, to request Supplier to provide to Buyer written proof of Supplier's compliance with this Section 14.

15. QUALITY REQUIREMENTS

a. Supplier must (i) retain inspection, test and/or manufacturing records for not less than 15 years from the date applicable goods are sold to Buyer, or such other retention period as may be specified in the applicable Contract, and (ii) destroy all Buyer records upon expiration of the aforementioned retention period.

b. Supplier must notify Buyer of any process changes in design of product or service rendered prior to implementation.

c. Supplier must implement and maintain appropriate controls to prevent the sale of counterfeit goods to Buyer.

d. Supplier must comply with any quality flow down requirements communicated by Buyer to Supplier.

e. Supplier must provide test specimens upon Buyer's request for design approval, inspection, verification, investigation, audit or similar purposes.

f. All employees, contractors, subcontractors, consultants and suppliers of Supplier participating in the production of the goods sold to Buyer must be made aware of their contribution to product or service conformity and product safety, as well as the importance of their ethical behavior.

g. If Supplier is not Nadcap, AS9100 or ISO9001, ISO/IEC 17025 certified, Supplier must implement and maintain a quality management system acceptable to Buyer and subject to Buyer's inspections and audit.

h. Buyer reserves the right to require Supplier to (i) use Buyer-designated or approved external manufacturers, subcontractors and/or suppliers, including special process sources, and (ii) impose the same requirements on such manufacturers, subcontractors and suppliers.

16. TERMINATION

a. Buyer may, upon notice to Supplier, immediately terminate all or any part of this Contract if Supplier (i) repudiates, breaches, or threatens to breach any of the terms of this Contract; (ii) fails to perform or deliver or threatens not to perform or deliver the goods and/or services in accordance with this Contract; (iii) fails to meet Buyer's quality requirements and fails to correct the failure immediately following Supplier's receipt of written notice from Buyer identifying the failure; or (iv) fails to provide Buyer with adequate assurance of Supplier's ability to timely perform any of Supplier's obligations under this Contract.

b. Buyer may terminate any Contract or agreement, if applicable, and Supplier's performance hereunder immediately without incurring liability to Supplier upon: (i) Supplier's insolvency; (ii) filing of a voluntary petition in bankruptcy by Supplier; (iii) filing of an involuntary petition in bankruptcy against Supplier; (iv) appointment of a receiver or trustee for Supplier; or (v) execution or assignment for the benefit of creditors by Supplier; or (vi) any comparable event.

c. Buyer further reserves the right to terminate this Contract, in whole or in part at any time without cause, by giving not less than thirty (30) days written notice of termination to Supplier, whereupon Supplier will cease performance immediately and will take such actions as are necessary to protect property in Supplier's possession in which Buyer has an interest. Supplier will promptly advise Buyer of any items acquired in anticipation of completion of its performance under this Contract. Supplier will comply with Buyer's instructions regarding the disposition of such items. Supplier will submit any claims concerning this Contract or the termination hereof to Buyer within thirty (30) days of its receipt of Buyer's termination notice. With respect to any such claim submitted by Supplier within the applicable period, Buyer will pay Supplier, without duplication, the contracted price for finished goods accepted by Buyer and the cost to Supplier of work in progress and raw materials allocable to terminated work based on Buyer's audit of Supplier's records; however, such amount will be reduced by the sum of: (i) the market value or cost (whichever is higher) of any items used or disposed of by Supplier without Buyer's consent; (ii) the agreed value of any items used or disposed of by Supplier with Buyer consent; and (iii) the cost of any defective or destroyed materials. Buyer will make no payments for finished work, raw material, or other items fabricated or procured by Supplier in excess of the lesser of (i) that ordered; (ii) that for which Buyer has issued shipment releases as of the date of the notice of termination released; or (iii) thirty (30) days of supply. Notwithstanding the foregoing, payments under this Section 15 will not exceed the price for the entire performance specified in this Contract less payments that would otherwise be made to complete performance hereunder. Payment under this Section 16 will constitute Buyer's sole and exclusive liability in the event Buyer elects to terminate this Contract without cause by notice.

17. COMPLIANCE WITH LAWS

a. Supplier warrants that the goods and/or services supplied hereunder will be produced or provided in compliance with, and Supplier will comply with, all applicable Laws, including without limitation those that relate to equal employment opportunity, wages, hours and conditions of employment, discrimination, occupational health/safety, motor vehicle safety, environmental matters, data privacy and/or protection, and anti-bribery, including without limitation, the U.S. Foreign Corrupt Practices Act, U.S. Anti-Kickback Act, and the U.K. Bribery Act.

b. Supplier will disclose to Buyer all chemical substances present in goods supplied to Buyer pursuant to this Contract, and provide such other information and certifications as Buyer may require to satisfy compliance and disclosure obligations under applicable Laws.

c. Supplier's employees, contractors and agents performing services at Buyer's facilities will comply with applicable Laws and Buyer's health, safety, and environmental compliance requirements, and conduct such activities in a manner that is safe. Supplier will provide to Buyer Safety Data Sheets (SDS) for any substances used in the provision of services, and promptly report to Buyer any potential safety hazards identified by Supplier's personnel at Buyer's facilities.

d. At Buyer's request, Supplier will certify in writing and provide copies of such registrations as required, to evidence its compliance with the Laws regarding all matters concerning this Contract.

e. Supplier will indemnify and hold Buyer harmless from and against any and all Damages arising from or relating to Supplier's, its employee's, agent's, subcontractor's or sub-supplier's violation of Section 17 or 18. Buyer will not be required to make any payments to Supplier that might otherwise be due if such payments are related to a transaction in which Supplier has violated Section 17 or 18. Supplier will, unless prohibited by any applicable Laws, reimburse Buyer for any fines or penalties levied against Buyer in connection with such violation.

f. No goods supplied hereunder shall contain any mineral that directly or indirectly finances any armed group that has been identified as a perpetrator of human rights abuses, including without limitation those defined as conflict minerals in the rules issued under Section 13(p) of the Securities Exchange Act of 1934. Supplier must prohibit any form of forced labor, including forced or indentured child labor in the production and supply chain relating to the goods sold to Buyer.

g. No good supplied hereunder shall contain any iron or steel that originated in Russia or was exported from Russia, or otherwise in any manner contravenes Article 3g (1) (d) of Regulation (EU) No 833/2014 listed in Annex XVII (List of iron and steel products referred to in Article 3g); or the UK Russia (Sanctions) (EU Exit) Regulations 2019, as amended, Chapter 4CA. Supplier further agrees to maintain proof of the country of origin of the iron and steel commodities and intermediate products used for processing goods supplied within Harmonized Tariff Schedule Chapter 72 and 73 hereunder, and to provide such documentation to Buyer promptly upon its request.

h. The goods and/or services may be subject to certain export, import or foreign trade control laws and regulations including those of the United States, such as the U.S. Commerce Department's Export Administration Regulations and the U.S. Treasury Department's Office of Foreign Assets Control Regulations ("Export Laws"). Supplier agrees to comply with all applicable Export Laws and Arms Export Control Act, 22 U.S.C. 2751-2799, including the International Traffic in Arms Regulation (ITAR), 22 CFR 120-130, including the requirement for obtaining an export license or agreement, if applicable, and notify Buyer of any licenses applicable to any goods and/or services. Supplier will prohibit exports, re-exports, transfer (in-country) or disclosure of U.S. origin technology or materials to countries subject to embargos, sanctions or designated as terrorist-supporting by the United States; including entities 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 (see www.bis.doc.gov for information). Without limiting the foregoing, Supplier agrees that it will not transfer an export-controlled item, data, or service, to include transfer to foreign persons employed by or associated with, or under contract to Supplier or Supplier's lower-tier suppliers, without the authority of a U.S. Government export license, agreement, or applicable exemption or exception. If Supplier is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnishing defense services, Supplier represents that it is registered with the Office of Defense Trade Controls, as required by the ITAR, and that it maintains an effective export/import compliance program in accordance with the ITAR. Supplier will immediately notify Buyer in writing if Supplier or any of its subcontractors or sub-suppliers is (i) suspended, debarred, or proposed for suspension or debarment from doing business with the U.S. Government entity or agency, or (ii) listed or is proposed to be listed by the U.S. Government in any "denial orders," as a "blocked person," as a "specially designated national," or as a "specially designated terrorist" for U.S. export administration purposes (collectively, "Debarment"). Any such Debarment will constitute cause for Buyer to cancel or terminate this Contract and any other agreement for cause and without liability to Buyer. Supplier agrees to provide Buyer with accurate and timely trade data including commodity classifications, country of manufacture, and international free trade agreement certifications for all goods and services, as applicable and at no additional cost or fee.

i. Supplier agrees to use minimum security criteria requirements for its international shipments to Buyer as outlined in the C-TPAT and the Authorized Economic Operator security programs based on the WCO SAFE Framework of Standards:

<http://www.wcoomd.org/-/media/wco/public/global/pdf/topics/facilitation/instruments-and-tools/tools/safe-package/safe-framework-ofstandards.pdf?la=en>

18. ANTI-CORRUPTION COMPLIANCE

Supplier warrants that:

- a. Supplier has not paid, offered, promised to pay, or authorized, and will not pay, offer, promise to pay, or authorize the payment directly or indirectly of any monies or anything of value (services, gifts, gratuities, kickbacks, or otherwise) for the purpose of obtaining or rewarding favorable treatment as a supplier to Buyer.
- b. Supplier has not paid, offered, promised to pay, or authorized and will not pay, offer, promise to pay, or authorize the payment, directly or indirectly of any monies or anything of value to (1) any person or firm employed by or acting for or on behalf of Buyer or any customer of Buyer, whether private or governmental, or (2) any government official or employee or any political party or candidate for political office or a political party official, for the purpose of influencing any act or decision or inducing or rewarding any action in order to secure any improper advantage in the conduct of business.
- c. Supplier has not made, and will not make, any improper payments, directly or indirectly, including without limitation facilitation payments, bribes, or kickbacks.
- d. Supplier has established and will maintain an effective business ethics and compliance program and procedures to prevent corruption and insure compliance with all applicable laws and regulations pertaining to corruption and bribery.
- e. Supplier will immediately disclose to Buyer in writing all pertinent facts regarding any violation, or alleged violation, of the U.S. Foreign Corrupt Practices Act, U.S. Anti-Kickback Act, U.K. Bribery Act and other applicable anticorruption and anti-money laundering laws and regulations and will cooperate with any investigations.
- f. If this Contract is for goods and/or services for a U.S. Government contract or subcontract thereunder, Supplier further warrants that no monies or anything of value (services, gifts, gratuities, kickbacks, or otherwise) has been provided to any person or firm in connection therewith, directly or indirectly, whether or not for the purpose of obtaining or retaining business, or to secure an advantage in the conduct of business.
- g. Supplier will include this Section 18, or provisions of equivalent effect, in any lower tier subcontracts under this Contract.

19. ASSIGNMENT

Supplier may not assign or subcontract this Contract of any of its obligations hereunder to any person, in whole or in part, without the prior written consent of Buyer. Any prohibited assignment or subcontracting will be null and void for all purposes. Buyer may assign this Contract, and/or any interest therein, to any person without the consent of Supplier.

20. GOVERNING LAW; JURISDICTION; VENUE

- a. This Contract shall be governed and construed in accordance with: (a) in the case where Brennan Industries, Inc. is Buyer, the Laws of the State of Ohio and the United States of America; or (b) in the case where Buyer is a subsidiary of Brennan Industries, Inc., the Laws of the legal jurisdiction of formation or corporate organization and existence of Buyer. The foregoing choice of Laws shall prevail and apply to this Contract without regard to conflict of laws principles that may otherwise apply.
- b. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded from this Contract.
- c. Supplier agrees that any action related to an alleged breach by Buyer of this Contract shall be commenced within one (1) year of the date of the breach, without regard to the date the breach is discovered.
- d. Any legal proceedings applicable to this Contract may only be commenced in a court of competent jurisdiction located in the nearest proximity to the headquarters location of Buyer. Each of the parties expressly submits to the personal jurisdiction of such court and irrevocably

waives any right to object to the convenience of that forum for the adjudication of all disputes pertaining to this Contract and the transactions contemplated hereby.

21. MISCELLANEOUS

- a. Buyer's failure to insist upon the performance of any term or condition of this Contract or to exercise any right hereunder on one or more occasions shall not constitute a waiver or relinquishment of Buyer's right to demand future performance of such term or condition or to exercise such right in the future.
- b. If any term or provision of this Contract is held to be invalid or unenforceable under any Laws, such term or provision shall be deemed reformed or deleted, but only to the extent necessary to comply with such Laws and the remaining provisions of this Contract shall remain in full force and effect without modification.
- c. The headings and/or titles used to describe sections or paragraphs hereof are included for convenience only and will not be deemed to limit, construe, affect or alter the meaning of or otherwise affect the interpretation of the contents of such sections or paragraphs.
- d. The relationship between the Parties for purposes of this Contract is that of independent contracting parties. Nothing contained in this Contract shall be construed as providing for the sharing of any costs, expenses, risks, or liabilities arising out of either Party's activities related to this Contract. Supplier will not in any manner represent that it or its employees or agents are employees or agents of Buyer, and nothing contained in this Contract shall be construed as authorizing Supplier to create or assume any obligation or liability in the name of Buyer or subject Buyer to any obligation or liability. This Contract shall not constitute, create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership, or formal business organization of any kind.
- e. This Contract contains the entire and complete understanding and agreement between the Parties concerning its subject matter, and all representations, agreements, arrangements and understandings between or among the Parties, whether oral or written, have been fully merged herein and are superseded hereby. This Agreement may be modified only by a writing signed by both Parties.

22. PRODUCT ENVIRONMENTAL, HEALTH AND SAFETY REQUIREMENTS

- a. Products supplied to Buyer must meet their product requirements and shall not contain levels of elements or chemicals that exceed the limits as defined in the latest version of the following regulations: REACH, RoHS, SVHC, CMRT, PFAS, PROP 65. If there are elements or chemicals that exceed the defined limits, Supplier is required to contact Buyer's Sourcing Representative and advise them.
- b. All products supplied to Buyer shall comply with the most current applicable regulations and standards in the jurisdiction or country where the product is being manufactured. Products supplied by U.S. companies shall meet the requirements of the U.S. Occupational Safety and Health Administration (OSHA), U.S. Environmental Protection Agency (EPA), federal, state, and local EHS regulations and standards. Products supplied by UK companies shall meet the requirements of the Health & Safety Executive (HSE), the Environment Agency (EA) & local District Council requirements.
- c. Products supplied to Buyer shall be manufactured in an environment where the supplier promotes health, safety, and the well-being of its employees. Supplier cannot use modern slavery, forced labor, and/or child labor for the manufacturing of products.
- d. Any failure to comply with the applicable laws, regulations, standards, and Buyer requirements may be grounds for termination for this and future purchase orders.

23. SUPPLIER'S ENVIRONMENTAL, HEALTH, & SAFETY REQUIREMENTS

- a. Supplier's employees shall perform work at a Buyer's facilities in accordance with applicable Laws and with Buyer's Health, Safety, & Environmental requirements that will be available to the Supplier when they enter the building through the main entrance and



on-site at all times. Supplier's work at a Buyer facility must be conducted in a manner that activities, equipment used, supplies used, and work practices are safe for both the contractor and Buyer workers and can be understood by all workers and others present at the work location. Protective measures shall be deployed that include, but shall not be limited to, engineering controls, safe work practices, training, and personal protective equipment.

b. Supplier shall provide a safe work area free from recognized hazards, shall use due care to prevent damage to property materials and equipment, and shall comply with all applicable Government, federal, state, and local environmental, health and safety (EHS) Laws, regulations, and standards. The Supplier shall restore to its original condition any damaged property, materials, and equipment. Supplier shall provide Buyer with any Safety Data Sheets (SDS) for any substances used during their contracted work. Any potential safety hazards identified by the Supplier during the work being performed on Buyer's premises must be reported to their Buyer contact.

c. All work performed by a U.S. contractor on a Buyer premises shall comply with the most current applicable requirements of the U.S. Occupational Safety and Health Administration (OSHA), U.S. Environmental Protection Agency (EPA), federal, state, and local EHS regulations and standards in the jurisdiction where the work is being performed. All work performed by UK contractors shall meet the requirements of the Health & Safety Executive (HSE), the Environment Agency (EA) & local District Council requirements.

d. Any failure to comply with the applicable Laws, regulations, standards, and Buyer requirements may be grounds for termination for this and future purchase orders.

[Revision: August 2024]