

## TERMS AND CONDITIONS OF SALE

THESE TERMS AND CONDITIONS APPLY TO ALL GOODS AND/OR SERVICES (“PRODUCTS”) SOLD AND/OR PERFORMED BY EPP TEAM, LLC AND ITS AFFILIATES (“SELLER”) AND ARE INCORPORATED INTO EACH AND EVERY QUOTATION, ACKNOWLEDGEMENT OR OTHER DOCUMENT ISSUED BY SELLER. BY PURCHASING PRODUCTS FROM SELLER, BUYER INDICATES THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS WITHOUT MODIFICATION.

1. Offer; Acceptance; Exclusive Terms of Contract. Seller’s quotation or other offer document, together with these Terms and Conditions (“Quotation”) constitutes Seller’s offer to the purchaser identified in the Quotation (“Buyer”) to sell the Products identified in the Quotation and otherwise to enter into the agreement the Quotation describes and the Quotation shall be the complete and exclusive statement of such offer and agreement (“Contract”). The Contract is formed when Buyer accepts the Quotation by written acknowledgement or by the issuance to Seller of a purchase order or other document for the purchase of the Products (“Purchase Order”). Acceptance is expressly limited to these Terms and Conditions and the terms and conditions expressly referenced on the face of the Quotation. Any terms and conditions that purport to modify, supersede, supplement or otherwise alter these Terms and Conditions, whether contained in Buyer’s Purchase Order or otherwise, are not binding on Seller and shall be deemed rejected and replaced by these Terms and Conditions. Notwithstanding any contrary provision in Buyer’s Purchase Order, none of Seller’s failure to object to Buyer’s terms and conditions, access to Buyer’s electronic systems, commencement of work, production of tooling, delivery of Products, or any other conduct in furtherance of Seller’s supply of the Products to Buyer shall constitute acceptance of Buyer’s terms and conditions. Seller shall not have any liability or obligation for any program, initiative, term, condition or other requirement of Buyer or any direct or indirect customer of Buyer unless such program, initiative, term, condition or other requirement is expressly referenced on the face of the Quotation, in these Terms and Conditions, or otherwise specifically agreed to in writing by Seller. Unless otherwise expressly stated in the Quotation, the Quotation is valid for a period of thirty (30) days after it is issued by Seller. Where a Quotation and/or Purchase Order is not issued as described above, Seller’s order acknowledgement or other confirmation document, together with these Terms and Conditions, shall be the complete and exclusive statement of the Contract described herein.

2. Prices. Unless otherwise expressly stated in the Quotation, prices for Products do not include storage, handling, packaging or transportation charges or any applicable federal, state, local or foreign duties or taxes. Seller reserves the right to increase Product prices in the event of increases in its raw material, component or service costs or other costs or expenses arising after the date of the Quotation. The price for Products (or portions of Products) sold by Seller that are finished products manufactured by third parties shall be Seller’s price in effect at the time of shipment to Buyer. No price reductions shall apply unless specifically agreed to in writing by Seller and Seller makes no representations or warranties of any kind regarding prices.

3. Shipping and Delivery. All sales of Products are FOB Seller’s facility unless otherwise expressly stated in the Quotation. Responsibility of Seller shall cease upon delivery to and receipt of the Products by a common carrier at which point Buyer will bear all risk of loss for the Products. Shipment and delivery of Products (or portions of Products) sold by Seller that are finished products manufactured by third parties are subject to availability at the time of order. Premium shipping expenses and/or other related expenses necessary to meet Buyer’s accelerated delivery schedules shall be the responsibility of Buyer. Deliveries of orders placed by Buyer may be changed, deferred or canceled only upon specific agreement in writing by Seller and Seller may condition such agreement upon Buyer’s assumption of liability and payment to Seller for: (a) all completed work at the order price; (b) a sum equal to the costs of work in process including costs accrued for labor and material; (c) any amount for which Seller is liable by reason of commitments made by Seller to its suppliers and/or subcontractors; (d) any and all docking and/or storage costs incurred by Seller for Products; and (e) any other loss, cost or expense of Seller as a result of such change, deferment or cancellation. Where Buyer, for whatever reason, refuses to or is unable to accept shipment of Products by the scheduled delivery date, or where Seller, in its discretion, agrees to accept accelerated or drop-in orders, Seller reserves the right to reprioritize all of Buyer’s open orders for Products at Seller’s discretion. Seller shall not have any obligation to maintain any excess inventory of Products, regardless of whether such inventory is designated as a reserve, bank, safety stock, or otherwise.

4. Adjustments. Seller reserves the right to equitably adjust the price and delivery terms of the Contract in the event of, and as a condition to, any changes in the specifications, timing or other requirements for Products, the scope of any work covered by the Contract or the volumes of Products.

5. Payment Terms. Unless otherwise expressly stated in the Quotation, all accounts are due and payable in U.S. currency within thirty (30) days from the date of Seller’s invoice, with payment to be issued on or before the due date irrespective of Buyer’s internal payment day practices that may otherwise be in effect. If any payment owed to Seller is not paid when due, it shall bear interest at the lesser of 18% per annum (1.5% per month) or the maximum rate permitted by law, from the date on which it is due until it is paid. Credit and delivery of Products shall be subject to Seller’s approval. At any time, Seller may, by written notice, require that the payment terms for all or any portion of future orders will be cash in advance. Unless otherwise expressly stated in the Quotation, in regard to engineering and/or tooling, Buyer shall pay: (i) upon Buyer’s issuance of a Purchase Order, a deposit in the amount of fifty percent (50%) of the price for such engineering and/or tooling as stated in the Quotation (which payment shall be required prior to commencement of work); (ii) forty percent (40%) of the price for such engineering and/or tooling as stated in the Quotation within thirty (30) days of the delivery of first samples; and (iii) the remaining balance within thirty (30) days of the final submission invoice. In the event Buyer defaults under its payment terms or Seller otherwise deems itself insecure for any reason, Seller may, without notice, terminate the Contract (in whole or in part), suspend deliveries of Products, cancel all

credit available to Buyer, require that any invoices outstanding be immediately due and payable in full, and/or refuse to make any further credit advances. Buyer is prohibited from and shall not setoff against or recoup from or otherwise debit, chargeback or net from any invoiced amounts due or to become due from Buyer or its affiliates any amounts due or to become due from Seller or its affiliates, whether arising under the Contract or under any other agreement.

6. Warranty. Seller warrants that at the time of delivery to Buyer (and for no additional period) the Products will be free from defects in material and workmanship and will conform to the specifications that are a part of the Quotation. Notwithstanding the foregoing, as to any Products (or portions of Products) sold by Seller that are finished products manufactured by third parties, the warranty delivered to Seller by the manufacturer or other vendor of such Products (or portions of Products) shall, to the extent assignment is permitted by the terms thereof, be assigned to Buyer and shall be expressly in lieu of any other warranty, express or implied, of or by Seller for such Products. Seller's liability is limited solely to an actual breach of the foregoing warranties and will not apply to the extent of any actions or omissions on the part of Buyer. Any claim for defective or nonconforming Products shall be presented to Seller by Buyer in writing within thirty (30) days from the date of receipt of the Products by Buyer. Failure by Buyer to provide Seller with written notice of any defect or nonconformity within such thirty (30) day time period shall be deemed an absolute and unconditional waiver of Buyer's claim for such defect or nonconformity. Buyer shall hold and make available for inspection and testing by Seller all Products claimed by Buyer to be defective or nonconforming. Any claim for defective or nonconforming Products must be verified by Seller and, upon verification, Seller's liability shall be limited to the replacement or repair, at Seller's election, of such part of the Product in question as Seller may determine is defective or nonconforming. Buyer shall provide Seller with immediate notice of and the opportunity to participate in any and all meetings or other communications between Buyer and its customer concerning actual or alleged defects with respect to the Products.

THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SPECIFICALLY, BUT NOT BY WAY OF LIMITATION, DISCLAIMS ANY AND ALL LIABILITY FOR THE USE OR PERFORMANCE OF THE PRODUCTS IN THE APPLICATION(S) SELECTED BY BUYER AND/OR BUYER'S CUSTOMERS. SELLER FURTHER DISCLAIMS ANY AND ALL LIABILITY FOR PRODUCTS THAT ARE FURTHER PROCESSED BY BUYER OR ANY THIRD PARTY OR IN ANY WAY CHANGED BY BUYER OR ANY THIRD PARTY FROM THE PRODUCTS DELIVERED BY SELLER OR THAT ARE DAMAGED OR CAUSE DAMAGE AS A RESULT OF MISUSE, ACCIDENT, NEGLIGENCE, OR IMPROPER INSTALLATION, ALTERATIONS OR REPAIRS ON THE PART OF BUYER OR ANY THIRD PARTY.

7. Buyer's Representations and Warranties. Buyer warrants and represents that (a) any information, material or other items disclosed or delivered to Seller is Buyer's rightful property, and (b) Buyer has the right to disclose or deliver all information, material or other items disclosed or delivered to Seller by Buyer.

8. Returns. No returned Products will be accepted for any reason unless a valid return authorization for such Products is first secured from an authorized representative of Seller and such return is shipped in accordance with Seller's instructions. Any returns received without a valid return authorization issued by Seller shall, at Seller's option, be (a) immediately returned to Buyer at Buyer's sole expense, or (b) ten (10) days after notification to Buyer, disposed of at Buyer's sole expense. Buyer shall be responsible for all damage to returned Products resulting from improper packing or handling of the Products.

9. Termination and/or Cancellation. Seller shall have the right to terminate the Contract at any time upon sixty (60) day prior written notice to Buyer. Neither Buyer nor Seller shall have any other right to cancel and/or terminate the Contract, or any part thereof, except where the other party materially defaults in any of its obligations under the Contract and the default is not cured within thirty (30) days after written notice to the defaulting party by the non-defaulting party. Except as set forth herein, Buyer's Purchase Orders shall not, for any reason, be cancelled by Buyer without Seller's prior written consent, which consent Seller may withhold in its sole discretion. In connection with expiration, cancellation or termination of the Contract, in whole or in part, by either party for any reason: (a) Seller shall be relieved of any further obligation to Buyer (including, without limitation, any obligation with respect to production, delivery or transition of supply); (b) Buyer shall be liable to Seller for the immediate payment of amounts then billed to date by Seller to Buyer; (c) Buyer shall purchase and pay Seller immediately for all raw materials, components, work in process and finished goods acquired or produced by Seller in connection with the Contract; (d) Buyer shall immediately reimburse Seller for all claims of Seller and Seller's subcontractors for unamortized investments involved in preparing to produce or provide or producing or providing Products and for all other loss, cost or expense of Seller as a result of the expiration or termination of the Contract; and (e) Buyer shall immediately pay to Seller a cancellation premium equal to ten percent (10%) of the full price of the Contract.

10. Liability Limitation. IN NO EVENT SHALL SELLER'S LIABILITY ARISING OUT OF OR RESULTING FROM ANY CONTRACT, INCLUDING, WITHOUT LIMITATION, FOR THE MANUFACTURE, DELIVERY, SALE, REPAIR, REPLACEMENT, INSTALLATION OR USE OF ANY PRODUCT, EXCEED THE AMOUNTS ACTUALLY PAID BY BUYER FOR THE PRODUCTS THAT ARE ALLEGED TO BE DEFECTIVE OR NONCONFORMING OR THE CAUSE OF ANY LOSS OR DAMAGE, WHETHER FOUNDED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE AND COST OF CAPITAL) ARISING OUT OF OR RELATING TO ANY CONTRACT OR ANY PRODUCTS. ANY CLAIM BY BUYER AGAINST SELLER ARISING OUT OF OR RELATING TO ANY CONTRACT OR ANY PRODUCTS CANNOT BE FILED, MADE OR MAINTAINED, AND SHALL BE DEEMED WAIVED, UNLESS FILED WITHIN TWELVE (12) MONTHS AFTER SELLER HAS SHIPPED OR PROVIDED THE PRODUCTS IN QUESTION. THE LIMITATIONS ON SELLER'S LIABILITY UNDER THIS SECTION 10 (A) SHALL NOT BE DEEMED TO ALTER OR EXPAND THE EXCLUSIVITY OF ANY REMEDY OTHERWISE PROVIDED FOR UNDER THE CONTRACT, (B) SHALL APPLY NOTWITHSTANDING ANY PROVISIONS OF ANY MANUFACTURER OR OTHER VENDOR WARRANTY ASSIGNED TO BUYER

HEREUNDER.

11. Seller's Property. Unless otherwise expressly stated in the Quotation, all facilities, materials, components, tooling, molds, jigs, dies, patterns, fixtures, equipment and related items used in the manufacture of Products shall be and remain the property of Seller. Buyer shall not have any rights in or to any of Seller's property, including, without limitation, any option to purchase such property. To the extent any tooling or equipment is specifically designated as property of the Buyer in a writing executed by Seller, Buyer shall (i) bear the risk of loss of all such Buyer owned tooling and equipment; (ii) shall keep (at Buyer's expense) such tooling and equipment fully insured; (iii) shall be responsible for all costs and expenses related to the storage or disposal (at Seller's discretion) of any obsolete and/or unused tooling and equipment; (iv) shall be fully responsible for, and shall indemnify defend and hold harmless Seller from any and all damages, losses, liabilities, claims, charges, demands, actions, judgments, settlements, interest, awards, penalties, fines, costs, and expenses (including, without limitation, reasonable attorneys' fees and costs) related to the use, operation, storage, and/or disposal of any Buyer owned tooling and equipment.

12. Compliance. Buyer shall be solely responsible for compliance with any federal, state or local or laws, rules, regulations and ordinances or any industry standards that may be applicable to the Products.

13. Proprietary Materials. Seller shall have and retain all rights, title and interest, including all intellectual property rights, in and to all Products and associated materials, including, without limitation, all related reports, specifications, drawings, designs, computer programs and any other property, tangible or intangible, furnished by Seller in connection with or under the Contract ("Proprietary Materials"). No Proprietary Materials created by Seller in connection with or pursuant to the Contract shall be considered "works made for hire" as that term is used in connection with the U.S. Copyright Act. Buyer shall not have any license to use any intellectual property rights of Seller except to the extent expressly agreed to in a specific, separate license agreement mutually agreed in writing between Seller and Buyer.

14. Service and Replacement Parts. Unless otherwise expressly stated in the Quotation, Seller shall not have any liability or obligation to fulfill Buyer's and its customer's requirements for service and replacement parts except as specifically agreed in writing by Seller, at the prices and for such term as are set forth in such writing.

15. Confidentiality. Buyer shall maintain the confidentiality of all technical, business or financial information of Seller ("Confidential Information") in the same manner in which it protects its own confidential information of like kind, but in no event shall Buyer take less than reasonable precautions to prevent the unauthorized disclosure, publication, dissemination or use of the Confidential Information. Upon expiration or termination of the Contract, Buyer shall return the Confidential Information and shall not use the Confidential Information for its own, or any third party's, benefit.

16. Excusable Delay. Seller shall not be liable for any delay or failure to perform if such delay or failure to perform is caused by circumstances beyond its reasonable control, including without limitation acts of God, actions by any governmental or public authority, war, sabotage, terrorism, riots or other public disturbances, fires, floods, windstorms, explosions, natural disasters, power failures, epidemics, pandemics, disease outbreaks or the worsening thereof, labor disputes of any kind, failure of Buyer to provide required information, failure of Buyer to provide adequate containers, or the change in cost or availability of raw materials, components, labor, transportation, logistics, energy or services based on market conditions, supplier actions or contract disputes. During any such delay or failure to perform by Seller, Seller's obligations under the Contract shall be suspended and Seller shall not have any obligation to provide Buyer with Products from other sources or to pay or reimburse Buyer for any additional costs to Buyer of obtaining substitute Products. Seller may, during any period of shortage due to any of the above circumstances allocate its available supply of Products among itself and its customers in any manner that Seller deems fair and reasonable in its sole discretion.

17. Assignment. The Contract shall not be assigned in whole or in part by Buyer without the prior written consent of Seller.

18. Waiver. Waiver by Seller of any of the terms or conditions of the Contract shall be effective only if in writing and signed by Seller, and shall not constitute a waiver of such terms as to any subsequent events or conditions, whether similar or dissimilar. No course of dealing or custom in the trade shall constitute a modification or waiver by Seller of any right.

19. Partial Invalidity. If any term or provision of these Terms and Conditions, or their application to any situation or circumstance, shall be invalid or unenforceable, the remainder of these Terms and Conditions or the application of such term or provision to situations or circumstances other than those as to which it is invalid or unenforceable, shall not be affected. Each term or provision of these Terms and Conditions shall be valid and enforceable to the fullest extent permitted by applicable law.

20. Survival. These Terms and Conditions shall survive and continue in full force and effect following the expiration, cancellation or termination of any Contract.

21. Entire Agreement. These Terms and Conditions and any other terms and conditions, attachments, exhibits or supplements expressly referenced on the face of the Quotation, constitute the entire agreement and Contract between Seller and Buyer with respect to the matters contained herein and therein and supersede all prior oral or written representations and agreements. Except as otherwise provided in these Terms and Conditions, the Contract may only be modified by a written agreement signed by Seller.

22. Governing Law; Jurisdiction; Venue. Each Contract and any other documentation between Seller and Buyer for the Products shall be governed by the internal laws of the State of New York without regard to any applicable conflict of laws provisions. The United Nations Convention on the International Sale of Goods is expressly excluded. Buyer consents to the exclusive jurisdiction of the Courts of the State of New York and the United States District Court for the Western District of New York for any action or proceeding arising out of, or in connection

with, each Contract and any other documentation between Seller and Buyer for the Products. Buyer specifically waives any and all objections to venue in such courts.

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