



STANDARD TERMS AND CONDITIONS OF SALE

Except as otherwise agreed in writing, the following standard terms and conditions of sale will apply to all orders received and all sales made by Seller to Buyer:

AGREEMENT. These terms and conditions of sale ("Terms") govern the sale of Seller's products and services by OEC USA INC, ("Seller") to the buyer ("Buyer"). These Terms, any applicable addenda, Seller's proposal, price quote, or acknowledgement issued by Seller collectively form the parties' final agreement ("Agreement"). Seller's proposal, offer or acceptance is conditioned on Buyer's acceptance of these Terms. Any additional or conflicting terms, including but not limited to provisions that dictate that Buyer's terms control, in Buyer's request for quotation, specifications, purchase order, electronic business portal or any other written or oral communication are not binding on Seller unless separately signed by Seller. Seller's failure to object to Buyer's additional or conflicting terms does not operate as a waiver of any terms contained in the Agreement. No modification to these Terms shall be binding upon Seller unless specifically set forth in a writing signed by Seller.

1. **QUOTATIONS.** Written quotations by Seller automatically expire 15 days from the date of quotation and are subject to termination by notice from Seller within that period. Seller shall have no liability with respect to any oral quotation or under any oral agreement unless such quotation or agreement is confirmed in writing by Seller within 10 days thereafter.

2. **PRICES; ERRORS.** The price quoted is based on the cost of raw materials, labor, shipping charges, freight, insurance costs, landing charges and duties, tariffs, and taxes applicable on the date on which the quotation is issued. Accordingly, any increase in such costs after such date and prior to the fulfillment of the Agreement may result in a price adaptation applied in good faith and in proportion to the changed circumstances. Price increases will not, however, be applied to products covered by an order acknowledgment stipulating a shipment date

within 7 days after the effective date of the increase. Prices shown on Seller's price list or elsewhere are for information only and do not constitute quotations or offers to sell. Seller reserves the right to correct errors in specifications or prices due to typographical, clerical or engineering errors or because of incomplete or inaccurate information from Buyer.

Credit Approval. All orders are subject to credit approval by Seller. Seller may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt as to Buyer's financial condition, Seller may withhold manufacturing or shipment, require cash payments, or require another form of satisfactory security. Seller may recover shipped products from the carrier pending such assurances.

Payment Term. Payment is due in 25 days from date of invoice, unless otherwise agreed to in writing. **Credit Balances.** Unless otherwise agreed to in writing, Buyer must use any credit balances that have been issued by Seller within one (1) year of issuance. IF NOT APPLIED OR REQUESTED WITHIN SUCH PERIOD, ANY BALANCE REMAINING WILL BE SUBJECT TO CANCELLATION, AND SELLER SHALL HAVE NO FURTHER LIABILITY WITH RESPECT THERETO.

3. **MINIMUM PURCHASE ORDER.** Orders for less than standard box or package quantities may be increased unilaterally by Seller to standard quantities at Seller's discretion without further notification. Individual orders totaling less than 150 USD equivalent will be assessed a handling charge of 25 USD unless otherwise notified by Seller in writing. In exception for ground rods, orders totalling more than 1000 USD equivalent would qualify for prepaid freight.

4. **WARRANTY; CLAIMS; EXCLUSIVE REMEDY.** Seller products are warranted to be free from defects in material and workmanship at the time of shipment. NO OTHER WARRANTY, WHETHER EXPRESSED OR

IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), SHALL EXIST IN CONNECTION WITH THE SALE OR USE OF ANY PRODUCTS. Claims for errors, shortages, defects or nonconformities ascertainable upon

inspection must be made in writing within 15 days after Buyer's receipt of products. All other claims must be made in writing to Seller within 6 months from the date of shipment or transport. Products claimed to be nonconforming or defective must, upon Seller's prior written approval in accordance with

Clause 12 (Returns) below, promptly be returned to Seller for inspection. Claims not made as provided above and within the applicable time period will be barred. Seller shall in no event be responsible if the products have not been stored or used in accordance with its specifications and recommended procedures. Seller will, at its option, either repair or replace nonconforming or defective products for which it is responsible or return the purchase price to Buyer. THE FOREGOING STATES BUYER'S EXCLUSIVE REMEDY FOR

ANY BREACH OF WARRANTY AND FOR ANY CLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR NEGLIGENCE, FOR LOSS OR INJURY CAUSED BY THE SALE OR USE OF ANY PRODUCT.

Services. To the extent the order with Buyer includes Buyer's purchase of on-site services, consulting services, design and/or engineering services, training services, or other miscellaneous services, Seller warrants such services will be performed in a good and workmanlike manner by personnel of such experience, skill, and competence that would be expected of a similar, reputable firm specializing in the provision of services comparable to those made the subject of the order. Seller's sole liability, and Buyer's sole remedy, for breach of this warranty is limited, at Seller's sole option to reperform such services or credit Buyer's account for services covered by this warranty.

5. PROPRIETARY RIGHTS and CONFIDENTIALITY.

All confidential information, know-how, ideas, programming, copyrighted materials, trademarks, trade secrets, documentation, plan drawings, specifications, processes, techniques, test results, designs and patterns furnished or created by Seller or by Seller's agents or subcontractors (other than Buyer) and all intellectual
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property rights embodied therein or in any of the products, Software and/or services, are and shall remain the sole property of Seller and neither Buyer nor any other party shall have or acquire any right, title, license or interest therein. Buyer recognizes and acknowledges that it may gain access to certain confidential, secret or

proprietary information possessed by Seller which is a valuable business asset of Seller and that disclosure or unauthorized use of that information would cause grave and irreparable injury to Seller. Buyer shall at all times, whether during the term of the order or subsequent thereto, honor, maintain and protect the confidentiality of such information. Buyer will take appropriate action to restrict access to such information to those of its employees and agents who have actual need for such access in the course of their duties. Buyer shall not make any copies of any such information nor use such information in any manner contrary to the purposes of the order without prior written consent of Seller (except that one copy of Software provided may be made by Buyer for storage or archival purposes). Buyer shall not reverse engineer, decompile or disassemble any Software, equipment or any other goods or products provided. Buyers shall not disclose to any third party the existence or contents of the order, including prices, without the prior written consent of Seller. The provisions of this Clause 5 shall survive the performance, termination or cancellation of the order.

6. TRADEMARKS and COPYRIGHTED MATERIAL.

Buyer shall not use or permit to be used by any person any trademarks, service marks or trade names of Seller without Seller's prior written consent. Buyer shall not make any copies of Seller's copyrighted material including, but not limited to, any printed matter concerning any products or services, without Seller's prior written consent. Buyer shall display, without alteration, on the goods, Seller's trademark and/or such other trademarks and trade names affixed thereto or designated by Seller. Buyer shall not use any additional trademarks or trade names, other than Buyer's name, trademark, or logo, in connection with Seller's products or services, without written permission by Seller.

7. NO LICENSE. Neither an order nor any purchase of any products and/or services hereunder shall be construed to confer upon Buyer or its customers any

license under any patent, trademark, service mark, copyright, or any other proprietary rights of Seller, except the right to use such products for the purposes for which they were sold.

8. LIMITATION OF LIABILITY. Seller excludes all liability except such liability that is directly attributable to the willful or gross negligence of Seller's employees. Should Seller be held liable by a court of competent jurisdiction, its liability shall in no event exceed the total purchase price under the Agreement. SELLER SHALL IN NO EVENT BE RESPONSIBLE FOR ANY LOSS OF BUSINESS OR PROFITS, DOWNTIME OR DELAY, LABOR, REPAIR OR MATERIAL COSTS OR ANY SIMILAR OR DISSIMILAR INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE INCURRED BY BUYER.

9. CANCELLATION. Orders placed with and accepted by Seller may not be cancelled except upon Seller's written consent at least 30 days prior to shipping date and Buyer's acceptance of Seller's cancellation charges which shall protect Seller against all costs and losses but shall not be higher than the price quoted. Seller reserves the right to cancel any sale hereunder without liability to Buyer (except for refund of monies already paid) if the manufacture or sale of the products is or becomes technically or economically impractical.

10. DELIVERY; DEFERRED DELIVERY. Buyer acknowledges that delivery dates provided by Seller are estimates only and that Seller is not liable for failure to deliver on such dates. Seller reserves the right to make deliveries in installments. In case deliveries are made in installments, Seller's payment conditions apply to each part delivered separately. Delay in delivery of one installment shall not entitle Buyer to cancel other installments. Buyer may defer deliveries only upon Buyer's written request received by Seller at least 10 days prior to the originally scheduled shipping date and Buyer's payment in full of the price of the products on or before that date, and storage shall be at Buyer's risk and expense. . In no event may Buyer defer delivery for more than 60 days without the express written agreement of Seller.

11. SHIPPING, LOSS AND DAMAGE. Freight terms for all shipments are FCA point of origin Incoterms 2020 from Seller's North American facilities unless otherwise agreed
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to in writing in advance of shipment date. Risk of loss or damage to products shall pass to Buyer upon delivery according to the agreed Incoterm 2020. Apparent shortage, visual damage to shipping containers or possible concealed damage conditions must be noted on both consignee's and carrier's delivery receipt of record. Seller shall not be responsible for any such conditions unless it and the carrier's local office are notified of such conditions within 5 days after the date of delivery.

12. RETURNS. Returns will require the prior written approval of Seller. In no event shall the following products be eligible for returns:

- Customized, discontinued or made to order items.
- Products purchased more than 12 months from date of return request.

Unauthorized returns or returns not easily identified may be refused, credit denied, and returned freight collect. Return freight to Seller is prepaid by the Buyer. Items must be in saleable condition, non-defective, unused, full box/package quantities in unopened, sealed boxes with no non-Seller labels and Proof of Purchase (POP) intact. Buyer must follow written return instructions which may be obtained by contacting Seller. Except for in-warranty returns, returns for a total value of less than 500 USD will not be accepted. Buyer is responsible for a minimum restocking charge of 25% of the quoted sales price of the returned goods. Product must be returned to the factory within 60 days of the issuance of Seller's Return Material Authorization (RMA).

13. SPECIAL OR MODIFIED PRODUCTS. Products that are (i) not standard, (ii) made to order, (iii) are a custom product or a modification of a standard product done at the request of or especially for a Buyer, or (iv) have been marked or labeled according to a Buyer's specifications. Customized or made to order items are subject to applicable pattern, tooling and test charges.

14. DISCONTINUED PRODUCTS. Seller shall have no duty to stock or provide spare or replacement parts or products. Seller may modify or discontinue any product or line of products at any time without liability except to refund any amounts already paid for any such products that have been ordered but not yet delivered.

15. TAXES. All duties, sales, use, excise or similar taxes or charges applicable to the sale or use of any products or the furnishing of any service shall be Buyer's

responsibility, and Buyer shall indemnify Seller against any liability thereunder.

16. GOVERNMENT CONTRACTS: Products are commercial items as defined in FAR 2.101. If Buyer sells products to any government, or to a government prime contractor or subcontractor, Buyer shall be solely and exclusively liable for compliance with all government acquisition statutes and regulations. Seller makes no representations, certifications, or warranties whatsoever about compliance with government acquisition statutes and regulations, including, without limitation, those that may relate to pricing, quality, origin or content, and specifically rejects the flow down of all FAR clauses not required to be included in a subcontract for commercial items.

17. FORCE MAJEURE. If Seller is prevented from performing its obligations by force majeure, Seller will have the right to suspend the performance of the Agreement or to consider the Agreement terminated in whole or in part, at Seller's option, without judicial intervention and without Seller being liable for any claims for damages or guarantees. Force majeure includes any circumstance, foreseen as well as unforeseen, as a result of which observance of the Agreement can no longer reasonably be expected by Buyer, including but not limited to war, sabotage, rebellion, revolt, transportation disturbances, strikes, accidents, fire, explosion, technical failures and delayed delivery by suppliers.

18. COMPLIANCE WITH LAWS: Buyer agrees to comply with all applicable laws and regulations concerning the goods, products and/or services exchanged between Seller and Buyer and agrees that its performance of any business undertaken with, for or on behalf of Buyer will not cause Buyer to be in violation of any applicable laws or regulations.

19. ASSIGNMENT. The rights and obligations of Buyer by virtue of the Agreement cannot be assigned by Buyer otherwise than to the successors and assignees of the entire business of Buyer. Upon written communication to Buyer, Seller shall have the right to assign and transfer all its obligations and rights under the Agreement with Buyer to a third party.

20. SEVERABILITY. If part of this agreement is or becomes invalid or non-binding, Seller and Buyer shall

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remain bound to the remaining part. The invalid or non-binding part shall be replaced by provisions that are valid and binding and give effect to the contents and purpose of the Agreement to the greatest extent possible.

21. GENERAL. The Agreement shall be governed by the laws of the State of Delaware without reference to its conflict of laws principles. The 1980 United Nations Convention for the International Sale of Goods shall not apply.

Independent Contractors: The parties agree that the relationship created by these terms is that of between independent contractors.

No waiver by Seller of any right or remedy on any prior occasion shall constitute Seller's waiver of any such right or remedy on subsequent similar occasions.

The following terms and conditions supersede any contrary terms above and are considered a material part of these terms.

A. *Anti-Corruption.* Customer agrees to comply with all anti-bribery and corruption laws applicable to any business undertaken with, for or on behalf of OEC USA INC., including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act ("Anti-Corruption Laws") and will not permit the taking of any action that may render OEC USA INC liable for a violation of Anti-Corruption Laws.

B. *Conflicts of Interest.* Except as previously disclosed in writing to OEC USA INC., Customer does not believe that there are any actual or potential conflicts of interest regarding its relationship with OEC USA INC.

C. *Public Officials.* Except as previously disclosed in writing to OEC USA INC., no owners, officers, directors, employees or agents of Customer is a public official in a position to influence Customer's commercial relationship with OEC USA INC.

D. *Prohibited Trade.* Customer agrees to comply with all restrictive trade measures applicable to OEC USA INC., OEC USA INC products, or OEC USA INC services. These include economic sanctions programs administered by the U.S. Treasury Department and the U.S. State

Department, export controls laws administered by the U.S. Department of Commerce and U.S. Department of State, any other laws of similar effect administered by the United Kingdom, European Union, or other applicable jurisdictions. In addition, Customer understands that OEC USA INC products and OEC USA INC services may be subject to various licensing requirements under the applicable laws and regulations of the United States and other jurisdictions. Customer agrees to determine whether such licenses are required before shipping products to restricted countries, parties or territories and shall obtain any necessary licenses whenever such requirements apply to OEC USA INC products or OEC USA INC services. Customer further confirms that it will not directly or indirectly sell, re-export or otherwise transfer any OEC USA INC products, services, or technical information to Cuba, Iran, Russia, Belarus, North Korea, Syria or the disputed Ukrainian regions of Crimea, Donetsk, Kherson, Luhansk and Zaporizhzhia; or to any party using such items for nuclear, biological, or chemical weapons programs, for missile programs, or for other prohibited end-uses. Customer acknowledges that such laws apply even if Customer is a dealer, distributor, or intermediate consignee intending to re-sell these goods.

E. *Anti-Boycott.* Customer will not comply with any request prohibited under U.S. Anti-Boycott laws when conducting business involving OEC USA INC., OEC USA INC products, or OEC USA INC services. This includes, without limitation, requests related to the Arab League Boycott of Israel or related to the nationality, race, religion, or gender of any OEC USA INC personnel.

F. *Recordkeeping.* Customer will maintain books, records and accounts that accurately and fairly reflect all transactions that Customer conducts with or on behalf of OEC USA INC and agrees that it will not permit off-the-book accounts. Customer further agrees to maintain a system of internal accounting controls reasonably designed to ensure that its assets are used only in accordance with its management directives.

G. *Notification.* Customer will notify OEC USA INC promptly if (a) Customer has reason to believe that a breach of this Certificate has occurred or is likely to occur; or (b) if any conflicts of interest arise after the signing of this Certificate; or (c) if an owner, officer, director, employee or agent of Customer becomes a public official in a position to influence Customer's commercial relationship with OEC USA INC. Customer will send all such notices to ethics@OECUSAINC.com.

H. *Audit Rights.* If at any time OEC USA INC believes in good faith that Customer has breached the terms of this Certificate, OEC USA INC reserves the right to conduct an audit to verify Customer's adherence to the terms of this Certificate, upon reasonable notice, with or without support of a third party. Such audit will be limited to transactions related to OEC USA INC., OEC USA INC products or OEC USA INC services. Customer will fully cooperate in such audit and will take necessary corrective actions in a timely manner, as directed by OEC USA INC. If OEC USA INC hires a third party to conduct the audit and the auditor finds Customer in breach, Customer agrees to reimburse OEC USA INC for the cost of the audit.

I. *Breach, Termination and Indemnification.* Any breach of the terms in this Certificate will constitute a material breach and be grounds for immediate termination for cause of any agreement and/or any order, and OEC USA INC may withhold any payments until such time that OEC USA INC has received confirmation to its reasonable satisfaction that no breach has occurred or will occur. Customer will indemnify and hold OEC USA INC harmless against any actions, legal claims, demands, proceedings, losses, damages, costs, expenses and other liabilities of whatever nature resulting from Customer's breach of the terms of this Certificate. Further, OEC USA INC reserves the right to refuse to enter into, perform or cancel any order if OEC USA INC believes in its sole discretion that such order could violate any applicable law or regulation of the United States

or any other applicable government. Customer agrees that any such refusal or cancellation by OEC USA INC of any order or termination of any agreement, as described above, will not constitute a breach of OEC USA INC's obligations and Customer hereby waives all claims against OEC USA INC for loss, cost or expense related thereto.