



TERMS AND CONDITIONS OF SALE

1. The Agreement. All sales by FLEXFAB, LLC and/or its affiliates (the “Seller”) to the purchaser of Goods (the “Buyer”) shall be governed by the following terms and conditions of sale. The agreement between Seller and Buyer with respect to the sale of goods (the “Goods”) shall consist only of the terms appearing herein and in the Seller’s quote and any attachments, exhibits and supplements thereto issued by Seller together with any terms mutually agreed to in a signed writing hereafter by Seller and Buyer (the “Contract”). Buyer’s issuance of a purchase order constitutes its acknowledgment that Seller’s quote is the first document exchanged, containing the essential elements of, and therefore constitutes, an offer. As used in this paragraph, the term “quote” shall include any quotation, proposal or similar sales document issued by Seller to Buyer. Seller objects to and shall not otherwise be bound by any additional or different terms, whether printed or otherwise, in Buyer’s purchase order or in any other communication from Buyer to Seller, including, without limitation, any terms and conditions of or attached to or purportedly incorporated into any request for quote/proposal, scheduling agreement, release, supplier manual or other similar purchasing documents or policies issued by Buyer from time to time (collectively, “Purchasing Documents”), and any such terms and conditions are specifically excluded and are not incorporated into the Contract. Seller’s performance is expressly limited to and conditioned upon Buyer’s acceptance of the terms and conditions of the Contract exclusively. Seller will not be bound by any provisions in Buyer’s contractual arrangements with Buyer’s direct or indirect customers, including, without limitation, any purported flow-down, flow-through or similar provisions, and including, without limitation, any original equipment manufacturer or domestic or foreign government authority or quasi-government entity (or any prime contractor or subcontractor selling to any such persons). The Contract shall be for the benefit of Seller and Buyer and not for the benefit of any other person. Prior courses of dealing, trade usage and verbal agreements not reduced to a writing signed by Seller, to the extent they differ from, modify, add to or detract from the Contract, shall not be binding on Seller. There are no agreements, promises or understandings, either verbal or written that are not fully expressed herein. No statements, recommendations, or assistance by either party has been relied upon by either party or shall constitute a waiver by either party of the provisions hereof.

2. No Implied Acceptance. Notwithstanding any contrary provision in Buyer’s Purchasing Documents, no action by Seller, including, without limitation, email communications, quoting, initiating shipments or the delivery of Goods, accessing Buyer’s supplier portal or other systems or documents, the rendering of services or the commencement of work on Goods or failure to separately object following Buyer’s issuance to Seller of one or more Purchasing Documents, will be deemed an acceptance by Seller of terms different than those contained in the Contract.

3. Termination or Modification. Seller may immediately terminate the Contract or all or any part of any order or release as a result of: (i) Buyer’s breach, threatened breach or repudiation of any representation, warranty, covenant or other term of the Contract; (ii) any assignment for the benefit of creditors or any institution of proceedings in bankruptcy or insolvency by or against Buyer; (iii) Buyer’s request for accommodation from Seller, financial or otherwise, in order to meet its obligations under the Contract; (iv) Buyer entering or offering to enter into one or more transactions effecting a sale of a substantial portion of Buyer’s assets or business or any merger, sale or exchange of equity interests that would result in a Change of Control (as defined below) of Buyer; (v) financial or other condition that could, in Seller’s sole discretion, endanger Buyer’s ability to make required payments or otherwise perform; or (vi) Buyer or its affiliate’s uncured breach under any other agreement between such party and Seller or its affiliate. In addition, Seller may terminate the Contract or all or any part of any order or release, with or without cause, upon delivery of thirty (30) days’ advance written notice to Buyer. The Contract may be terminated by Buyer only upon Seller’s written consent. If all or part of the Contract is terminated, Buyer, in the absence of contrary written agreement with Seller, shall purchase completed Goods at the Contract price and work-in-progress and raw materials (including sub-suppliers’ finished goods, work-in-progress and raw materials) at Seller’s actual cost. Upon termination, without limiting any other rights or remedies available to Seller under the Contract or applicable law, Buyer shall also pay in full on demand any unpaid tooling that has been amortized in the piece price and any other amortized capital expenditures for research, development or manufacture of Goods or unreimbursed non-recurring engineering expenses, and any Seller costs for settling any claims or disputes with its sub-suppliers in connection with goods or services related to the Goods.

4. Price; Terms of Payment; Invoices. Price quotes for Goods shall remain valid only for the period of time specified in the quote, but if no time period is specified, prices are subject to change without notice and Seller shall invoice Buyer for Goods based on prices in effect at the time of shipment. Prices are not subject to decrease for any reason, including, without limitation, prices charged for similar goods sold or otherwise quoted to other customers of Seller or its affiliates (including, without limitation, Buyer’s affiliates), any productivity, quality or other periodic price reduction programs, industry, commodity

or other benchmarking activities, or Buyer's receipt of a quote for similar goods or services at lower price. Prices do not include supplying Buyer with prototypes, development, pre-production, evaluation samples, test data or service items. Payment terms are net thirty (30) days from the date of shipment unless otherwise agreed to in writing. Payments shall be made to Seller at the address specified in the invoice. Pro rata payments shall become due as shipments are made. If any shipment is delayed by Seller at the request of Buyer, payment shall become due on the date when Seller is prepared to make shipment. Prices are Ex Works Seller's (including Seller's affiliate's, as applicable) facility listed on the quote (Incoterms 2010) unless otherwise agreed to in the Contract. Payment terms for tooling shall be mutually agreed upon by Buyer and Seller. Unless Seller consents in writing, Buyer may not setoff, recoup, debit or otherwise deduct amounts owed by Buyer (or its affiliate) to Seller, Seller's affiliates or others. When any payment is not paid on or before its due date, Buyer agrees to pay a late charge on the sum outstanding, from the due date for receipt of payment to the actual date of receipt of payment, at a rate of one and one half percent (1.5%) per month on the unpaid balance (or the maximum rate permitted under applicable law). If a payment is not paid on or before its due date, Buyer agrees that Seller and its affiliates may also cease performance under the Contract or any other agreement between Buyer or its affiliates on the one hand, and Seller or its affiliates on the other hand, including, without limitation, any and all of Buyer's or its affiliates' purchase orders, scheduling agreements or releases, whether or not related to the late payment. Whenever, in the judgment of Seller, the financial condition of the Buyer does not justify the continuation of production or shipment on the specified terms of payment, the Seller may require full or partial payment in advance. Seller shall have a security interest in all tools, molds, and dies and other property of Buyer, which come into the possession of Seller, as security for all sums owing from Buyer to Seller from time to time.

Buyer shall notify Seller in writing of any dispute with any invoice (along with substantiating documentation and a reasonably detailed description of the dispute) within ten (10) days from the date of such invoice. Buyer will be deemed to have waived all rights to dispute any invoice for which Seller does not receive timely notification of dispute and shall timely pay all undisputed amounts. The parties shall seek to resolve any invoicing disputes expeditiously and in good faith. Notwithstanding anything to the contrary, Buyer shall continue performing its obligations during any such dispute, including Buyer's obligation to timely pay all due and undisputed invoice amounts.

5. Delivery; Packaging. Goods will be delivered Ex Works Seller's (including Seller's affiliate's, as applicable) facility listed on the quote (Incoterms 2010) with title transferring simultaneously unless otherwise set forth in the Contract ("Delivery"). Buyer shall provide Seller with a minimum of no less than quoted lead time, or if no lead time is expressly quoted, Seller's standard lead times for similar goods (as modified from time to time), and shall provide Seller periodic forecasting information as reasonably requested by Seller. Delivery dates and quantities are not guaranteed but are estimates only and are made, in part, on the basis of receipt by Seller of all information, materials and other items to be furnished by Buyer. Seller shall, in good faith, endeavor to meet estimated delivery dates and quantities. Without limiting the foregoing, Buyer acknowledges and agrees that Seller may deliver up to fifteen percent (15%) more or less than the ordered/released quantities up to five (5) business days early or late and Buyer shall accept and timely pay for any such excess or shortfall quantities or early or late deliveries. Seller shall not be responsible for claims for error in quantity, weight or number not made within ten (10) days after Delivery of Goods. If Goods are not ready for delivery in time to meet Buyer's shipping schedules, the party causing the delay will be responsible for additional costs of any resulting expedited or other special transportation. Buyer shall be responsible for any additional costs incurred by Seller to meet any increases in quantity above agreed upon order quantities within quoted lead time. Buyer will also be responsible for additional costs of expedited or other special transportation that Buyer may request for reasons other than a delay to the extent caused solely and directly by Seller's gross negligence. Goods shall be packaged and shipped as specified in the quote or, in the absence of such specifications, Goods shall be packaged in accordance with sound commercial practice. If Seller is requested to use Buyer's returnable packaging but such packaging is unavailable or deficient (as determined by Seller in its sole discretion), Seller may use expendable packaging and Buyer shall reimburse Seller for the costs of such expendable packaging on demand. Unless otherwise specified in the quote, all crating, marking, labeling, corrosion protection, export or other special packaging will be an additional charge to Buyer.

6. Installment Deliveries as Separate Sales. Each installment of Goods to be delivered pursuant to the Contract is to be considered as a separate sale and Buyer shall be liable to pay the agreed price for each such installment without regard to any failure to deliver other installments, and Seller's breach or default in the delivery of any installment shall not give Buyer the right to refuse to receive any other installments.

7. Risk of Loss. Buyer assumes all risk of loss of Goods upon Delivery by Seller. Seller agrees to package the Goods as described herein and deliver documents necessary to enable Buyer to obtain possession of the Goods. For avoidance of doubt, Seller shall not be obligated to obtain insurance or to prepay transportation costs unless it has agreed to be responsible for said costs in writing. Buyer agrees to pay all loading, unloading and other charges incidental to transportation, including

damage to Goods during freight. Seller will use reasonable efforts to follow Buyer's shipping instructions, but may make reasonable changes thereto with notice to Buyer. Breach of the Contract shall have no effect upon this provision controlling the risk of loss.

8. Limited Warranties. Seller warrants the Goods will be free from material defects in material and workmanship. SELLER MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY SPECIFICALLY DISCLAIMED. IN PARTICULAR, BUT WITHOUT LIMITING THE GENERALITY OF THE FOREGOING EXCLUSION, (i) IF THE GOODS ARE MADE ACCORDING TO THE BUYER'S OR ANY OTHER PARTY'S SPECIFICATIONS, SELLER DOES NOT WARRANT ADEQUACY OF SUCH SPECIFICATIONS OR THAT THE GOODS WILL PERFORM IN ACCORDANCE WITH SUCH SPECIFICATIONS, (ii) IF ANY GOODS FURNISHED HEREUNDER ARE MADE BY ANY SUPPLIER OTHER THAN SELLER, SELLER DOES NOT PROVIDE ANY WARRANTY WITH RESPECT TO SUCH GOODS, (iii) SELLER DOES NOT WARRANT THAT THE GOODS ARE IN COMPLIANCE WITH THE LAWS OF ANY COUNTRY, (iv) SELLER DOES NOT WARRANT DESIGN, DESIGN PERFORMANCE, DURABILITY OR SYSTEM INTEGRATION OF THE MODULES, ASSEMBLIES OR ANY COMPONENTS THEREOF; AND (v) SELLER DOES NOT WARRANT DAMAGES OR DEFECTS ATTRIBUTABLE TO OR CAUSED BY MISUSE, NEGLIGENCE, ACCIDENT, ABUSE, OR VANDALISM OR ANY TRANSIT-RELATED DAMAGE, WEAR AND TEAR, OR ANY OTHER ACTS THAT ARE BEYOND SELLER'S REASONABLE CONTROL. MATERIAL CONFORMANCE OF GOODS TO WRITTEN SPECIFICATIONS PROVIDED BY OR ON BEHALF OF BUYER IS AN ABSOLUTE DEFENSE TO ANY SELLER WARRANTY LIABILITY. Seller's sole obligation under the foregoing warranties will be limited to either, at Seller's option, replacing or repairing defective Goods or refunding or crediting the purchase price paid for such Goods previously paid by Buyer, and Buyer's exclusive remedy for breach of any such warranties will be enforcement of such obligation of Seller. These warranties will not extend to Goods subjected to misuse, abuse, neglect, damage, accident or improper storage, handling, installation or maintenance or which have been altered or repaired by anyone other than Seller or its authorized representative. Seller shall be responsible for processing warranty claims for defective Goods pursuant to the Contract only for a period of ninety (90) days after shipment.

9. Remedies and Limitation of Liability. In the event Buyer claims Seller has breached any of its obligations under the Contract, whether of warranty or otherwise, Seller may request the return of Goods and tender or credit to Buyer the purchase price previously paid by Buyer, and in such event, Seller shall have no further obligation under the Contract except to refund or credit such purchase price upon redelivery of the Goods. No Goods may be returned without Seller's written request. If Seller requests the return of the Goods, the Goods will be redelivered to Seller at Buyer's expense by lowest cost mode of transportation unless otherwise authorized in writing by Seller. Seller reserves the right to inspect any claimed defect, repair defective Goods or install replacement parts, and perform any adjustment incident to satisfactory operation of the Goods.

In the event Buyer claims Seller has breached any of its obligations under the Contract, whether of warranty or otherwise, and Seller has not delivered any Goods to Buyer, Seller may refund or credit to Buyer the purchase price previously paid by Buyer for those Goods, and, in such event, Seller shall have no further obligation under the Contract except to refund or credit such purchase price previously paid by Buyer. The remedies contained in this and the two (2) preceding paragraphs together with Seller's Indemnification Obligations shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Contract, whether of warranty or otherwise; provided, however, such remedies shall be unavailable to Buyer if Buyer inspected or reasonably should have inspected the Goods and could have discovered the non-conforming Goods upon such inspection, which failure shall be deemed an irrevocable waiver by Buyer of such or any other remedies. After identifying any non-conforming Goods, within ten (10) days of Buyer's discovery of the nonconformance (or when Buyer reasonably should have discovered the nonconformance), Buyer will provide Seller written notice thereof together with the results of its internal root cause analysis of the non-conformance(s) and any other information requested by Seller relating to the non-conformance(s). Buyer shall further cooperate with Seller in a joint root cause analysis led by Seller, and in developing and implementing corrective action programs or other plan(s) to remediate potential failures that may have contributed to such non-conformance(s), which cooperation shall include, without limitation, providing Seller and its agents reasonable access to Buyer's personnel and operations. In no event shall Seller be liable for indirect, incidental, consequential, exemplary, punitive, or special damages, including without limitation, lost revenues, profits or recall (including, without limitation, any voluntary customer satisfaction or other service campaign or similar action) expenses, nor shall Seller's liability on any claim for damages arising out of or connected with the Contract or the manufacture, sale, delivery or use of the Goods exceed the purchase price of the Goods previously paid by Buyer to Seller. Any warranty rights which Seller may have relating to any Goods provided by other

suppliers will, unless contractually prohibited, be assigned to Buyer upon request. Seller shall not be liable for failure to perform its obligations under the Contract resulting directly or indirectly from circumstances beyond Seller's reasonable control.

Without limiting any other rights or remedies available to Seller under the Contract or applicable law, in the event Seller claims Buyer has breached any of its obligations under the Contract, Seller may recover damages resulting from the default, including, without limitation, (i) the Contract price for completed Goods and the cost of work-in-progress and raw materials and (ii) the cost of unreimbursed and unamortized research and development, capital equipment, and tooling and other property and supplies that are unique to, or that were otherwise procured by Seller specifically for, the Goods.

In the event any remedy provided herein fails its essential purpose and monetary damages may be imposed, except to the extent arising solely and directly as a result of Seller's gross negligence or willful misconduct, Seller's liability, whether founded in contract or tort, shall not exceed, in any given calendar year, a maximum of ten percent (10%) of the revenue actually received by Seller from Buyer during the immediately preceding calendar year for the Good(s) giving rise to such remedy. No legal action arising as a result of or otherwise relating to the Contract, whether alleging breach of warranty or other breach, default or tortious acts, shall be commenced against Seller more than one (1) year after delivery of the Good(s) giving rise to such claim, or one (1) year after claimant could reasonably have discovered the basis for such action, whichever comes first.

10. Excusable Delays and Force Majeure. Neither party will be liable for any failure or delay in performance of the Contract or delivery of Goods when the failure or delay is caused directly or indirectly by fire, flood, earthquake or other natural disasters, accident, riot or civil unrest, epidemics, pandemics, diseases or other public health emergencies (including government-mandated quarantine and travel restrictions), acts of God, war, governmental actions, regulations or orders (whether or not later determined invalid) or other interference, strikes or other labor difficulties, shortage of labor, fuel, power, materials or supplies or other utilities, transportation delays, failures of technology, telecommunication or infrastructure, failures of tooling or the repair, maintenance or rehabilitation of the tooling, or any other cause or causes (whether similar or dissimilar) whatsoever beyond its control. For avoidance of doubt, to the extent that any such failure or delay causes Seller to reduce or suspend its performance, the time for Seller's performance shall be automatically extended for so long as required for Seller to remove or otherwise overcome such failure or delay. Seller reserves the right to equitably allocate available goods, materials and resources based on production capacity and customer needs, and Buyer shall cooperate with any such allocation. Additionally, without limiting any other rights or remedies available to Seller under the Contract or applicable law, Seller shall have the right upon written notice to Buyer to amend pricing set forth in the Contract upon the happening of the above events which result in increased costs of raw material, labor, utilities and other production and supplies, inflation, foreign exchange rates, governmental acts (including, without limitation, tariffs or duties), and any other event(s) which may increase the price or impact the availability of materials, supplies, services or labor.

11. Indemnification. To the fullest extent permitted by applicable law, Buyer hereby expressly agrees to indemnify, defend, and hold harmless Seller and its affiliates, and its and their officers, directors, managers, employees, agents, successors and assigns against claims, liabilities, losses, damages, costs and expenses, including reasonable legal fees, of any kind or nature whatsoever, including, without limitation, claims for personal injury (including, without limitation, death) or property damage, whether such claims are founded in contract, tort or otherwise, including strict liability, which arise as a result of or otherwise relate to the Contract (including, without limitation, any breach thereof) and/or the Goods, except to the extent arising solely and directly as a result of Seller's gross negligence or willful misconduct. Seller's obligation to indemnify, defend and hold harmless Buyer, any third party or any other person from any direct or indirect claims, liabilities, losses, damages, costs and expenses, including reasonable legal fees, of any kind or nature whatsoever, is limited solely to Seller's Indemnification Obligations (as defined below).

12. Patents. Seller does not transfer or license to Buyer any patent, trade secret, trademark, service mark, copyright, or other intellectual property right ("Intellectual Property Right") related to the Goods or otherwise. Buyer acknowledges and agrees that: (i) Seller's Intellectual Property Rights are the sole and exclusive property of Seller (or its affiliate(s) or licensor(s), as applicable); (ii) Buyer shall not acquire any ownership interest in any of Seller's Intellectual Property Rights under the Contract or otherwise, or any other rights in or to Seller's Intellectual Property Rights, except for the limited license described in this paragraph, and all right, title to, and interest in all Intellectual Property Rights and related materials (including all plans, diagrams, specifications, designs, data, drawings and models) which are developed, designed or generated by Seller prior to and/or in the performance of the Contract shall be owned solely by Seller as legal and beneficial owner; and (iii) Buyer shall use Seller's Intellectual Property Rights solely for purposes of using the Goods and only in accordance with the instructions provided by Seller, if any. Buyer is hereby granted a limited, revocable, non-exclusive, non-transferrable license to use, sell and repair the Goods and as required to otherwise incorporate the Goods into Buyer's goods and services. Seller will indemnify and defend Buyer against claims, liabilities, losses, damages, costs and expenses, including reasonable legal fees, arising out of the actual

infringement by the Goods of a third-party Intellectual Property Right, but only on the condition that Seller receives prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to and the cooperation of Buyer for such defense, and the claim, suit, or action is brought against Buyer (“Seller’s Indemnification Obligations”). If a claim under the Contract results, or is likely to result, in an injunction or other order that would prevent Seller from supplying or Buyer from using Goods for their intended purpose, Seller will at its option and expense (a) secure a license of the Intellectual Property Right that permits Seller to continue supplying the Goods to Buyer, (b) modify the Goods so that they become non-infringing, so long as the modification does not materially alter the operation or performance of the Goods, or (c) replace the Goods with non-infringing but practically equivalent Goods. Seller shall have no liability under this paragraph if and to the extent that a claim of infringement is based on (W) the Goods being modified by Buyer or a third party, (X) the Goods being modified by Seller upon Buyer’s request, (Y) use or interconnection by Buyer of the Goods in combination with other products or services not made or sourced by Seller, or (Z) Goods made to designs or specifications not provided by Seller.

13. Tooling. All tooling, molds, fixtures, gauges, dies, jigs, and other equipment (including any special tooling, collectively, “Tooling”) useful or required to produce Goods shall remain Seller’s property unless otherwise explicitly agreed in writing. Buyer owned Tooling (“Buyer’s Tooling”) in the possession of Seller is held at the risk of Buyer, and Seller does not undertake to insure such property. Seller will be responsible for normal maintenance of all Tooling necessary to produce the Goods. Buyer, however, will be responsible for all other costs relating thereto, including, without limitation, insurance, storage, transportation, commissioning or decommissioning, modifications, major repairs, rehabilitation and replacement of its Tooling. Seller will return Buyer’s Tooling (provided such Tooling is fully paid for if purchased from Seller) to Buyer upon request via Ex Works Seller’s or its affiliate’s or sub-supplier’s facility, as applicable (Incoterms 2010). Notwithstanding any return of Buyer’s Tooling, Buyer shall acquire no interest in any proprietary design and/or processing information evident in the Tooling used by Seller to produce the Goods for Buyer. Buyer’s Tooling which is used to produce the Goods that are the subject of the Contract shall not be removed from Seller’s or its designee’s possession unless and until the Contract expires or is earlier terminated and Seller has no further obligations to deliver Goods thereunder. In addition, Buyer grants Seller a security interest in all Buyer owned Tooling held by Seller. Seller may retain possession of that Tooling until all amounts owing to Seller or its affiliates by Buyer or its affiliates are paid.

14. Changes. Changes in the work to be performed under the Contract may be made only if Buyer submits written instructions for such changes and if Seller accepts those changes in writing. If any such approved changes, including, without limitation, in drawings, materials, quantities, dates of performance or design of the part, units, tools, or fixtures, in Seller’s sole judgment, increase Seller’s costs, result in the scrapping of current inventory thus rendering it unusable or increase Seller’s time for performance, Seller may condition approval and any implementation of any such change on the written agreement by Buyer to a price increase to recoup such cost increase or change in schedule. Notwithstanding the foregoing, Seller shall have no obligation to accept or otherwise implement any change to the Goods requested by Buyer. Seller reserves the right to request changes to the Goods to offer improvements as to cost, quality and/or safety, and the right to unilaterally implement changes required by applicable law or that do not materially affect quality or performance, with or without notice.

15. Cancellation/Reschedule of Purchase Orders.

A. Unless otherwise agreed upon in writing, in the event of any Seller approved cancellation of all or part of any order or release by Buyer, Buyer agrees to pay Seller for all reasonable and allocable materials, tooling, material management, labor, overhead and general and administrative costs and expenses incurred as a result of any such cancellation within thirty (30) days from the date of Seller’s invoice setting forth such costs and expenses. By way of illustration and not limitation, Seller’s costs incurred by reason of Buyer’s cancellation may include the storage costs for the items to be purchased, and costs associated with relocating the production to an alternate source, as well as the costs of unreimbursed and/or unamortized research and development costs, capital equipment, raw materials and other property and supplies of Seller needed to produce and which are unique to the Goods.

B. In the event of such cancellation and upon receipt of payment as described above, all completed Goods, assemblies in process, components and any tooling, and equipment owned by Buyer and furnished to Seller under the Contract shall be returned to Buyer in accordance with instructions specified by Buyer.

C. In the event of any cancellation, inventory carrying charges will be assessed at a rate of two percent (2%) per month on the value of such inventory until the relevant inventory is disposed of and/or paid for by Buyer.

D. In the event of any Seller approved reschedule of delivery of Goods by Buyer for a period of more than two (2) weeks, inventory carrying charges will be assessed at a rate of two percent (2%) per month until such Goods are shipped.

16. Service Goods. Seller will make comparable Goods available to Buyer for service parts for up to five (5) years following the end of serial production for the Goods as determined by Seller in its sole discretion. The parties will negotiate in good faith the price, quantity and delivery terms for service parts taking into account the availability and costs of necessary materials, supplies, labor, and other costs for equipment set up, packaging and similar factors. Notwithstanding the foregoing, Seller reserves the right to stop manufacturing and supplying service parts and require Buyer to make a one-time final purchase of its services requirements. Except as described herein or otherwise required by applicable law, Seller shall have no obligation to manufacture or supply service parts or any literature, materials or other information relating thereto.

17. Disclosure and Use of Technical Information. Any technical information or other non-public, confidential or proprietary information (“Technical Information”) disclosed or otherwise made available by Seller to Buyer may not be used or disclosed by Buyer to any other person without the written consent of Seller and shall be held by Buyer in strict confidence and used solely for the purpose of doing business with Seller pursuant to the Contract. Buyer shall restrict access to and limit disclosure of Technical Information to only those of Buyer’s employees, directors, officers, managers, and advisors with a need to know the information to accomplish the purpose of the Contract, provided that they have been instructed and are bound in writing not to disclose the Technical Information or use it for any purpose other than as permitted under the Contract, and provided further that Buyer shall at all times remain fully liable to Seller for any act or omission by such persons that would constitute a breach of the Contract if taken or not taken by Buyer. Any such Technical Information, including but not limited to, information relating to Intellectual Property Rights and information used for the supply of Goods under the Contract shall remain the sole and exclusive property of Seller (or its affiliate(s), as applicable) and no express license with respect thereto shall be given other than as explicitly provided herein or otherwise in a writing signed by Seller. Without limitation the foregoing, except as authorized in writing by and on terms acceptable to Seller, Buyer shall have no right to disclose any Technical Information to any third party or to have any third party make any Goods that use such Technical Information.

18. Export Restrictions. Buyer shall fully comply with all applicable laws and will not resell or otherwise distribute the Goods in any foreign territory where applicable laws would not provide the protections to Seller and the Goods intended under the Contract, or where there is a significant risk that the Goods would fall into the public domain. Buyer will comply with all applicable export and re-export control laws, rules, and regulations. Specifically, Buyer covenants that it shall not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any Technical Information, products, software, or technology (including products derived from or based on such technology) received from Seller under the Contract to any destination, entity, or person prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws, rules, and regulations. Buyer will indemnify, to the fullest extent permitted by law, Seller from and against any fines or penalties that may arise as a result of Buyer’s breach of this provision. This export control clause shall survive termination or cancellation of the Contract.

19. Disputes. The Contract shall be governed by and interpreted under the laws of the State of Michigan, without regard to its conflicts of laws principles, and the United Nations Convention on Contracts for the International Sales of Goods shall not apply. The parties will first endeavor to resolve through good faith negotiations any dispute arising under the Contract. However, if a dispute cannot be resolved within a reasonable time through good faith negotiations, the parties agree that any claim or dispute between them or against any agent, employee, successor, or assign of the other, whether related to the Contract or otherwise, and any claim or dispute related to the Contract or the relationship or duties contemplated under the Contract, including the validity of this arbitration clause, shall be resolved by binding arbitration in the English language administered by the JAMS International Arbitration Rules then in effect. The arbitration proceeding shall take place in Grand Rapids, Michigan. Notwithstanding any other choice of law by the parties contained in the Contract or elsewhere, the parties’ agreement to arbitrate shall be governed by the Federal Arbitration Act, (9 U.S.C. Sections 1-16). Any award of the arbitrator(s) may be entered as a judgment in any court having jurisdiction; provided, however, without limiting the foregoing, Buyer irrevocably submits and agrees to jurisdiction of the state and federal courts sitting in Grand Rapids, Michigan.

20. Taxes. Sales, use, occupation, excise, VAT and any other tariffs, duties or taxes (“Taxes”) that may be imposed by any taxing authority upon the production, sale or use of the Goods are not included in the price and such Taxes or any costs in incurred in connection therewith, wherever levied and whether imposed before or after payment of invoice, shall be paid by Buyer.

21. Minimum Purchase Requirements. Buyer hereby acknowledges and agrees that the prices set forth in the Contract are contingent upon Buyer’s agreement to purchase the total quantities set forth in the Buyer’s request for

quote/proposal. If Buyer fails to purchase at least ninety percent (90%) of the quantities of Goods contained in its request for quote/proposal, Buyer agrees that the pricing on the Goods delivered to Buyer shall be adjusted retroactively to reflect the impact of lower volume on material pricing, labor efficiencies and other cost and expenses of Seller as determined by Seller in its sole discretion. Buyer hereby agrees to pay Seller such additional sums within thirty (30) days of the date of Seller's invoice for payment.

22. Assignment and Delegation. No right or interest in the Contract shall be delegated or assigned by Buyer without the prior written permission of Seller. Any attempt at assignment or delegation shall be void unless made in conformity with this paragraph. Buyer warrants that it is purchasing for its own account and not as an agent. A sale of a substantial portion of Buyer's assets or a material change in the direct or indirect ownership or control of Buyer (including control of more than twenty-five percent (25%) of Buyer's equity interests), any merger or consolidation directly or indirectly involving Buyer, or any other substantial change in Buyer's organization shall be deemed an assignment by Buyer ("Change of Control"). The Contract shall inure to the benefit of the parties' permitted successors and assigns.

23. Relationship of the Parties. Buyer and Seller are independent contractors, and nothing in the Contract makes either party the agent or legal representative of the other party for any purpose. Neither party has authority to assume or to create any obligation on behalf of the other party. Each party has participated in negotiating and drafting the Contract, and it is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party because it was responsible for drafting one or more provisions of the Contract.

24. Waiver. The failure of either party to enforce any right or remedy provided in the Contract or by law on a particular occasion will not be deemed a waiver of that right or remedy on a subsequent occasion or a waiver of any other right or remedy.

25. Entire Agreement. The Contract constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior oral or written representations or agreement by the parties with respect to the subject matter of the Contract, including, without limitation, Buyer's request for quote/proposal unless specifically incorporated in the Contract and agreed by Seller in a signed writing. No subsequent terms, conditions, understandings or agreements purporting to modify the terms of the Contract will be binding unless in writing and signed by both parties; provided, however, that notwithstanding the foregoing, the parties hereby acknowledge and agree that Seller may modify these Terms and Conditions of Sale from time to time by posting revisions to Seller's (or its affiliate's) website at <https://flexfab.com/terms-and-conditions> (or any successor thereto) prior to the date when any such modification shall become effective, and such revised Terms and Conditions of Sale shall apply to all new or revised orders or releases issued on or after the effective date thereof, and Buyer further acknowledges and agrees it is responsible to review such Seller website periodically.

26. Severability; Survival. A finding that any provision of the Contract is invalid or unenforceable will not render the entire Contract invalid or unenforceable. The remaining provisions of the Contract shall remain in full force and effect and the parties shall substitute the invalid or unenforceable provisions with a valid provision that as closely as possible achieves the same business purpose as the invalid or unenforceable provision. In addition to any other term or condition of the Contract whose context may so require, the terms and conditions contained in paragraphs 1-4, 7-13, 15-17, 19-21, and 24-26 will survive any termination or cancellation the Contract.