

SUPPLIER TERMS AND CONDITIONS

Revision 1.0/April 4, 2024

1. ACCEPTANCE. These Supplier Terms and Conditions (“Terms”) shall be incorporated as part of and shall apply to all purchases of goods under any Purchase Order from Buyer (the “Order”). The Order and these Terms (collectively, this “Agreement”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Seller’s general terms and conditions regardless of whether or when Seller has submitted its sales confirmation or such terms. Seller’s acceptance of the Order shall occur upon the earlier of (a) Seller’s acknowledgement of the Order or (b) Seller’s commencement of manufacturing or shipment of goods under the Order. The Order is an offer or counter-offer by Buyer to purchase the goods herein described from Seller, not a confirmation or acceptance of any offer to sell, and acceptance of this offer or counter-offer is expressly made conditional on assent to these Terms and the other provisions included in the Order. Buyer hereby objects to any additional or different terms contained in any of Seller’s bid, quotation, proposal, acknowledgement, invoice, or other forms or in any other communication previously or hereafter provided by Seller to Buyer. No such additional or different terms or conditions will be of any force or effect. Upon acceptance, the Order constitutes the entire agreement of Buyer and Seller regarding its subject matter. Trade usage and course of dealing or performance shall not be employed to vary, explain, or supplement these Terms. Any reference in the Order to any bid, quotation, proposal, or offer of sale is deemed to be limited to the description of the goods and shall not affect or modify these Terms.

2. DELIVERY, SCHEDULE AND FORCE MAJEURE. Buyer requires on-time deliveries and/or performance; accordingly, TIME IS OF THE ESSENCE OF THE ORDER. Seller shall notify Buyer in writing of any actual or anticipated delays immediately upon discovery. Such notice shall include a description of the cause of delay, the estimated period of delay, and corrective actions that may be contemplated and/or being taken. Seller shall deliver the required goods to the named place specified in the Order (Incoterms® latest edition) on or before the dates specified on the face of the Order. Buyer has the right to impose liquidated damages on late delivery of documentation and/or goods. Liquidated damage amounts, where applicable, shall be set forth in the Order and shall not be a penalty but rather a reasonable estimate of the damages Buyer will suffer due to Seller’s delay. Unless otherwise set forth in the Order, any premium shipping expenses, overtime expenses, and other related expenses necessary to meet Buyer’s delivery or performance schedules shall be Seller’s sole responsibility. Seller shall not anticipate delivery by purchasing materials or manufacturing goods in excess of what is reasonably required to meet Buyer’s delivery schedule. Items received in advance of such schedule may, at Buyer’s option, be returned at Seller’s risk of loss and expense or be accepted, with payment withheld until the scheduled delivery date. Buyer shall have no liability to Seller for Buyer’s failure to perform any of its obligations under the Order if such failure arises out of or relates to causes or events beyond Buyer’s control. Deliveries in excess of those authorized by Buyer shall be at Seller’s risk of loss and costs (including all storage, shipping and handling) and may be returned to Seller or disposed of by Buyer without any liability to Seller.

3. DOCUMENTATION. All invoices for goods must reference the Order number, quantity of pieces in the shipment, number of cartons or containers in the shipment, bill of lading number, and other information required by Buyer. For international shipments, Seller shall include a customs valuation invoice with a master packing slip and shall furnish all other required export/import documents. For international shipments, the invoice shall, at a minimum, contain all information set forth in the example invoice in Appendix A. Export and trade credits shall belong to Buyer. If applicable, Seller shall furnish (a) all documents required to obtain export credits and customs; (b) certificates of origin of the materials and goods supplied and the value added in each country; (c) all NAFTA and related documents and information; (d) all required export licenses or authorizations; and (e) any other documents specified in the Order or as may be reasonably requested by Buyer or its customer to support the goods being provided under the Order. Seller warrants that the contents of such documents shall be true and accurate. All documentation and software including any operating and maintenance manuals which are included in the Order will form an essential part of the goods ordered by Buyer, and the delivery of goods shall not be deemed to have been achieved by Seller unless and until such documentation and software has been delivered complete and correct.

4. INSPECTION AND REMEDIES. (a) All delivered goods must comply with Buyer’s quality requirements. Buyer (or Buyer’s customer or agent) shall

have the right, but not the obligation, to inspect goods and carry out quality audits at times and places designated by Buyer before, during, or after delivery or performance. If an inspection or audit takes place at the premises of Seller or its suppliers, Seller shall provide, at Seller’s expense, all reasonable facilities and assistance to such inspectors. Seller shall maintain a test and inspection system acceptable to Buyer and shall cause its suppliers to maintain a similar test and inspection system. (b) If Buyer determines that any goods provided under the Order are defective or fail to conform to the requirements of the Order (including Seller’s warranties and covenants under these Terms), Buyer may reject or revoke acceptance of such goods and may, at Buyer’s option, (i) terminate all or any part of the Order (as provided below) and return such goods and Seller shall refund any payment made by Buyer for such returned goods, including documented shipping costs and all applicable taxes, fees, duties, and other related costs and any associated markup; (ii) return such goods to Seller for repair or replacement at no additional cost to Buyer (at Seller’s risk of loss and expense of unpacking, examining, repacking, and reshipping); or (iii) retain such goods at an adjusted price. In the event of an emergency, Buyer shall have the right to undertake the repair or replacement without notification of Seller and back charge Seller for additional costs. These remedies are in addition to any other remedies provided hereunder, at law, or in equity. Buyer’s inspection of goods, whether during manufacture, prior to delivery, or within a reasonable time after delivery, does not constitute acceptance of any work-in-process or finished goods. Buyer’s acceptance, inspection, or failure to inspect does not relieve Seller of any of its responsibilities or warranties.

5. WARRANTY. (a) In addition to any other express or implied warranties provided by law or otherwise, Seller warrants with respect to goods provided under the Order that (i) Seller has clear title, free of all liens and encumbrances; (ii) there are no claims of third parties of any nature whatsoever arising out of or related to the goods; (iii) all goods (including without limitation hardware, software, firmware, and systems consisting of goods working together) are new and in strict conformance with the specifications, drawings, samples, designs, or other descriptions furnished to or by Buyer, and shall be merchantable, of good quality and workmanship, free from defects in material, design, and workmanship, and fit for Buyer’s particular purpose; and (iv) the sale or use of the goods covered by the Order shall not infringe or contribute to the infringement of any patents, trademarks, copyrights, or other proprietary rights. (b) These warranties extend to Buyer and its successors and assigns and to customers and users of Buyer’s products and such warranty period shall be as specified in the Order and if not specified in the Order shall be twenty-four (24) months from the date of Buyer’s acceptance of the goods, or thirty-six (36) months from the date of delivery of goods, whichever is longer. A new warranty period shall commence for the same period from the date of acceptance of any replacements of goods that are defective or that fail to conform to the requirements of the Order. (c) In addition to the other warranties granted, Seller warrants that all goods provided under the Agreement shall be free from apparent and hidden defects or deficiencies. (d) Seller shall use its best efforts to ensure that all warranties provided by sub-sellers and manufacturers are assigned to the applicable Buyer. If any warranty cannot be so assigned, Seller shall use its best efforts to make that warranty available for the applicable Buyer’s benefit. Seller shall deliver a copy of each written warranty provided by sub-sellers and manufacturers to the applicable Buyer. (e) Remedies for breach of these warranties are cumulative and shall include those provided under these Terms and any available at law or in equity.

6. TERMINATION. (a) Buyer may terminate all or any part of its purchases under the Order, without liability to Buyer, if Seller (i) fails to deliver goods within the time and in the quantities and of the quality required by Buyer or to give adequate assurances requested by Buyer; (ii) breaches these Terms (including Seller’s warranties and covenants); (iii) fails to make progress so as to endanger timely and proper performance of the Order, and such failure, if curable, is not cured within ten (10) days (or any shorter period that is commercially reasonable under the circumstances) after notice from Buyer; or (iv) ceases to conduct its operations in the normal course of business, including inability to meet its obligations as they mature, or if any proceeding under the bankruptcy or insolvency laws is brought by or against Seller or a receiver for Seller is appointed or applied for, or an assignment for the benefit of creditors is made by Seller. In addition to obtaining a refund or credit and any other remedies provided herein or available at law or in equity, Buyer may, upon such termination, purchase substitute goods elsewhere, on such terms as Buyer deems appropriate, and charge Seller with any excess costs and losses incurred by Buyer. (b) Buyer may terminate all or any part of the Order for convenience, in which case (i) Seller shall, as directed by Buyer,

cease work and deliver to Buyer all satisfactorily completed goods or materials and work in process; and (ii) Buyer shall pay to Seller reasonable termination charges solely limited to the costs of materials, goods, and labor that are incurred prior to Seller's knowledge of such termination, provided that Seller takes reasonable steps to mitigate its damages. (c) To the extent not terminated by Buyer, Seller shall continue performance under the Order. (d) Any termination under Section 6(a) adjudged to be wrongful shall be deemed to then be a termination for convenience under Section 6(b), but with Buyer having the right to avail itself of all of its remedies under these Terms, at law or in equity.

7. PACKING, MARKING, AND SHIPMENT. Seller shall suitably pack, mark, and ship goods in accordance with the instructions of Buyer and the requirements of the carrier transporting such goods. Buyer shall not be charged for packing, marking, or shipping unless separately itemized on the Order. Buyer's Purchase Order number must appear on the container, packing list, invoice, and any correspondence relating to the Order. Two copies of the packing list (providing the quantity and description of the goods contained therein) shall be placed within the container.

8. LIMITATION OF LIABILITY. EXCEPT WITH RESPECT TO ANY SELLER: (i) BREACH OF CONFIDENTIALITY; (ii) PAYMENT OF LIQUIDATED DAMAGES; (iii) THIRD PARTY CLAIMS SUBJECT TO INDEMNIFICATION OBLIGATIONS; (iv) INTELLECTUAL PROPERTY INFRINGEMENT; AND (v) FAILURE TO COMPLY WITH LAWS AND REGULATIONS, NEITHER PARTY SHALL BE LIABLE WHETHER BY WAY OF INDEMNITY OR BY REASON OF ANY BREACH OF CONTRACT OR OF STATUTORY DUTY OR BY REASON OF TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE ORDER, INCLUDING ANY TERMINATION, REJECTION, OR REVOCATION OF ACCEPTANCE OF ALL OR ANY PART OF THE ORDER.

9. INDEMNITY. Seller shall defend, indemnify, and hold Buyer and its directors, officers, members, employees, customers, affiliates, agents, contractors, successors, and assigns harmless from and against any and all claims, liabilities, losses, damages, actions, and expenses (including attorney's fees) in connection with (a) any breach by Seller of its warranties, covenants, or obligations hereunder; (b) any injury (including death), property damage, or economic loss arising out of or related to (i) defective or nonconforming goods supplied by Seller under the Order, or (ii) acts or omissions of Seller or its employees or subcontractors in providing goods to or performing work, including work at Buyer's or a customer's premises or using Buyer's property, unless resulting from the sole negligence of Buyer; (c) any failure to comply with laws (including under Sections 12, 16 and 18); and (d) any infringement or contributory infringement of a patent, trademark, copyright, or other proprietary interest by reason of the manufacture, delivery, license, use, or sale of the goods supplied under the Order ("Infringement"), regardless whether (a) through (d) arise in tort (including negligence), contract, warranty, strict liability, or otherwise.

10. INSURANCE. (a) Seller shall purchase from and maintain, in a company or companies lawfully authorized to do business in the jurisdictions in which Seller is located will perform any of its obligations related to the work under an Order: (i) Commercial General Liability – including, without limitation, Premises and Operations Liability; Contractual Liability; Products Liability and Completed Operations Liability for a minimum of three (3) years after completion of the work under an Order; and Personal and Advertising Liability, written on an "occurrence" form with minimum limits of \$2,000,000 per occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate; (ii) Automobile Liability, if Seller will be on Buyer's site – covering all owned, non-owned, and hired vehicles with minimum limits of \$1,000,000 combined single limit or applicable statutory limits; (iii) Workers Compensation and Employers' Liability, if Seller will be on Buyer's site – with minimum limits of \$500,000; (iv) Umbrella Liability – the required coverages may be provided by any combination of primary and Umbrella Liability coverage; (v) If applicable, Professional or Errors and Omissions Liability - with minimum limits of \$1,000,000; (vi) If applicable, Pollution Liability with minimum limits of \$1,000,000. The monetary limits listed in this Section 10 are U.S. Dollar amounts however the monetary limits may be expressed in the local currency of Seller, but shall not be less than the equivalent sum calculated at prevailing market exchange rates. (b) All of the above policies will be written to provide a waiver of subrogation in favor of Buyer and shall be primary and noncontributory, contain a separation of insureds clause and must provide additional insured status on behalf of Buyer. Seller shall provide a certificate of insurance or other documentation as Buyer may reasonably require to evidence the existence of such insurance.

11. INTELLECTUAL PROPERTY INFRINGEMENT. For any Infringement (as defined above), Seller shall, at Seller's expense, obtain for

Buyer a perpetual, transferrable, royalty-free license with respect to such item, or shall replace or modify the item in a manner satisfactory to Buyer, so as to avoid the infringement without any degradation in performance. Seller's obligations shall apply even though Buyer furnishes any portion of the design or specifies materials or manufacturing processes used by Seller.

12. COMPLIANCE WITH LAWS. (a) Seller warrants that all goods provided hereunder have been produced and are in compliance with all applicable international, national, state and local laws and ordinances and all lawful orders, rules, regulations, codes, standards and treaties and those pertaining to the manufacture, labeling, invoicing and sale of such goods, including without limitation, environmental protection, immigration, employment and occupational safety and health. Seller further represents and warrants that neither it nor any of its subcontractors, vendors, agents or other associated third parties will utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive or corrupt employment practices, in the supply of goods to Buyer and that it will strictly adhere to any current, future or reformed rules or regulations from the US Securities and Exchange Commission involving Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act") relating to the use of conflict minerals. In addition, Seller agrees to provide timely and accurate responses to Buyer to enable Buyer to perform third party due diligence, including, but not limited to, responding to requests for information from Buyer. Failure of Seller to comply with this Section constitutes a material breach of these Terms, and Buyer may immediately terminate this Agreement and/or any outstanding Order(s) per Section 6, and seek any available remedies at law or in equity. (b) At Buyer's request, Seller shall certify in writing Seller's compliance with any or all of the foregoing and/or permit Buyer to audit such records as reasonably necessary to confirm Seller's compliance with this Section 12. (c) Seller represents and warrants that the goods do not contain (i) conflict minerals (as such term is defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, "Conflict Minerals") or (ii) any minerals or other resources that if included in the goods would trigger a violation of U.S. Executive Order 13671. (d) Seller shall not, and shall ensure that its suppliers, subcontractors, and other business partners involved in the production of the goods do not, use any form of convict, indentured, or forced labor, including forced or indentured child labor at any stage of the production or manufacturing process for the goods or any of its components. (e) Seller agrees to comply with the most recent version of Seller's "Code of Conduct for Business Partners", which can be located at https://www.rightparts.com/Images/pdf/Business_Partner_Code_of_Conduct_aftermarket_parts.pdf.

13. CHANGES. (a) Buyer may at any time direct, in writing, changes, including but not limited to changes in any one or more of the following: (i) quantity; (ii) drawings, data sheets, specifications, or technical attachments; (iii) additions to or deletions from quantities ordered; (iv) schedule; (v) method of shipment or packing; (vi) place of delivery; and (vii) tests and inspections. If any such change causes an increase or decrease in the cost of or timing required for performance of the Order as evidenced by supporting documentation, as Seller's sole remedy, an adjustment may be requested in the price or schedule, or both, and the Agreement shall be modified by a written revision executed by both Parties, referred to in places herein as a "change order". Seller shall use its best efforts to mitigate any negative impact on cost and/or time resulting from the change. Any request by Seller for adjustment must be asserted within five (5) days from the date of receipt by Seller of the notification of change. However, nothing in these Terms shall excuse Seller from proceeding with the Agreement as changed. No adjustment will be made hereunder unless Buyer expressly authorizes the request by a change order. (b) Failure of Seller to provide any request for adjustment within the time specified shall be deemed a waiver of Seller's right to any adjustment to the price and/or schedule if and to the extent Buyer is prejudiced by such delay. In no case shall a claim by Seller be considered if asserted after final payment under this Agreement. No change shall be binding on Buyer unless agreed to in writing by an authorized member of Buyer's senior management.

14. BUYER'S PROPERTY AND INFORMATION. All tools, dies, molds, templates, equipment, specifications, data, drawings, designs, software, electronic CAD files, or materials furnished by Buyer to Seller or paid for by Buyer, including replacements and materials attached thereto, shall remain and be marked as the personal property of Buyer. Such items shall be separately stored and insured by Seller, and Seller assumes all risk of loss and liability arising out of or related to the items, until such items are returned to Buyer. These items shall be used by Seller only for filling Buyer's Order and are subject to immediate removal, at Buyer's written request, with each item to be delivered (at Seller's expense) in its original condition, reasonable wear and tear excepted. Seller shall hold in confidence all business and technical information that is made available to Seller, directly or indirectly, or developed or acquired by Seller in performing the work under each Order

(collectively "Confidential Information"). Seller shall not, without the prior written approval of Buyer, use the Confidential Information which Seller is required to keep confidential for any purpose other than the performance of the work under the applicable Order. Seller shall provide to Buyer, without restriction on use or disclosure, all information and documents that Seller has or shall develop or acquire related to the work Seller is performing under the Order. Such information and documents shall be deemed to be "works for hire" and shall be the property of Buyer, with Buyer having a right of use for any purpose, without liability to Seller.

15. PAYMENT AND SET-OFF. Unless specified by Buyer in the Order, (a) the purchase price for the goods shall be paid net 60 days after Buyer's receipt of an undisputed invoice and complete documentation; (b) all prices are firm and not subject to increase or additional charges during the period of the Order, except to the extent of any price variation agreed by Buyer pursuant to Section 13; (c) prices shall be in the currency specified in the Order for all goods sold or to be delivered; and (d) prices shall be inclusive of all freight and duty consistent with the Incoterms® delivery point. Such sales, VAT or use taxes shall not be included in Seller's invoice if Buyer indicates that the goods ordered are exempt from such taxes. Applicable taxes shall be separately stated on Seller's invoice. Seller shall deliver duplicate invoices to Buyer immediately upon shipment of goods. Invoices shall be paid based on the later of the date of Buyer's receipt of conforming goods or Buyer's specified delivery date, and not on the basis of Seller's invoice date. Buyer shall be entitled to set off any amount owing at any time from Seller to Buyer or its affiliates against any amount payable at any time by Buyer under the Order.

16. PROPER BUSINESS PRACTICES. Seller shall act in a manner consistent with all applicable laws concerning improper or illegal payments and gifts or gratuities, including without limitation the U.S. Foreign Corrupt Practices Act, as amended and any other applicable national, international, regional or local anti-bribery law and/or regulation and Seller shall not pay, promise to pay, or authorize the payment of any money or anything of value, directly or indirectly, to any person for the purpose of illegally or improperly inducing a decision or obtaining or retaining business in connection with the Order.

17. MOST FAVORED CUSTOMER. Seller shall not at any time sell the same goods to a different buyer at prices below those stated in the Order. If Seller charges a different buyer a lower price for these goods under similar quantity and delivery conditions, Seller must immediately apply the lower price for the goods under the Order. If Seller fails to meet the lower price, Buyer, at its option, may terminate the Order without liability pursuant to this Agreement's termination provisions.

18. EXPORT AND IMPORT REGULATIONS. Seller agrees to comply with all applicable export laws and regulations applicable in the jurisdiction of Seller's location and if goods are not being exported from Seller's location then also any export laws and regulations applicable in the jurisdiction of the place from where Seller is exporting the goods. In addition, Seller agrees to comply with any import laws and regulations of the jurisdiction of the location to which the goods are delivered by Seller. Should Seller deliver goods or know-how which is subject to export restrictions, Seller shall, on its own initiative, inform Buyer about these restrictions as soon as practical, and provide all relevant information and documents.

19. ASSIGNMENT AND WAIVER. Seller shall not assign (including by change of ownership or control) the Order or any interest therein, including payment, without the prior written consent of a member of Buyer's senior management. Seller shall not subcontract or delegate performance of all or any substantial part of the work called for under the Order without the prior written consent of a member of Buyer's senior management. If Buyer grants consent to Seller's assignment or subcontract, then Seller's assignee or subcontractor shall be bound by all terms and conditions of the Order. No claim or right arising out of a breach of the Order can be discharged in whole or in part by a waiver or renunciation unless supported by consideration and made in writing signed by the aggrieved party. No failure to enforce a breach of any provision of the Order shall be deemed a waiver of any other breach of such or other provisions.

20. GOVERNMENT CONTRACTS AND COOPERATIVE AGREEMENTS. This Section 20 shall apply if the goods are sold or to be delivered or performed in the United States and are to be delivered or performed under the Order for the purpose of enabling Buyer to perform a government contract, subcontract, cooperative agreement, or grant. The Order incorporates by reference any clauses required to be included by such contract, subcontract, cooperative agreement, or grant or by any applicable law, ordinance, rule, or regulation, and implementing rules and regulations of all of the preceding, including, but not limited to the equal employment opportunity clause in Section 202 of Executive Order 11246 of September 24,

1965, as amended from time to time and to the extent required, Executive Order 13658 of February 12, 2014.

21. APPLICABLE LAW; VENUE; DISPUTE RESOLUTION. Any controversy or claim arising out of or relating to the Order, these Terms and/or the breach thereof shall be interpreted and governed by the laws of the State of North Carolina, USA, (and excluding its conflicts of law and choice of law principles) and be brought exclusively in any state court in Craven County, North Carolina or the federal court of the Western District of North Carolina, USA, and Seller and Buyer irrevocably waive any objection to the venue or jurisdiction of such courts.

22. SURVIVAL. All rights, obligations, and duties hereunder, which by their nature whether express or implied, extend beyond the expiration or termination of the Order, including but not limited to warranties, indemnifications, and intellectual property (including protection of proprietary information) shall survive the expiration or termination of the Order.

23. NOTICES. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

APPENDIX A

Commercial Invoice

Seller and Shipment Information

Seller: Address: Contact Person: Tax Identification/VAT Number: Phone: Banking Info:	Invoice Date: Invoice Number: Purchase Order Number: Mode of Shipment: Bill of Lading/Air Waybill Number: Country of Origin: Port of Entry: Terms of Sale: Terms of Payment: Currency of Settlement: Total Number of Packages: Total Weight:
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Ship To and Sold To

Ship To: Address: Contact Person: Tax Identification VAT Number: Phone:	Sold To: Address: Contact Person: Tax Identification VAT Number: Phone:
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Goods Shipped

Quantity/Unit of Measure	Description of Goods	Package Description and Marks	Harmonized Tariff Schedule Number	Unit Price (include currency)	Total Value (include currency)

Include currency in below boxes.

Total Value of Goods:	
Discount or Rebate:	
Invoice Subtotal:	
Freight/Shipping and Handling:	
Insurance:	
Other Charges:	
TOTAL INVOICE AMOUNT:	

Notes

Certification

I certify that the description of goods and other information contained in this invoice are true and correct.

Signature: _____

Name: _____

Title: _____