



TERMS AND CONDITIONS OF PURCHASE

All purchases by Intervala, LLC (“Buyer”) of goods or services (collectively, “Goods”) are set out on a purchase order or release schedule issued by Buyer (each, an “Order”), are sold by the legal entity identified on the Order (“Seller”), and are subject to the following Terms and Conditions of Purchase (“Conditions”) and any terms set out on the face of the Order. In event of a conflict, the terms on the face of an Order shall have precedence over the provisions of these Conditions.

1. Acceptance of Order. Seller’s acceptance of the Order is limited solely to these Conditions and the terms set out on the face of the Order. Buyer hereby objects to and rejects any additional or different terms of Seller, including any terms of Seller that materially alter these Conditions or the terms set out on the face of the Order. Seller’s acknowledgment or acceptance of the Order, or commencement of performance of the Order, whichever occurs first, is deemed to be Seller’s irrevocable acceptance of the Order and agreement to be bound exclusively by these Conditions and the terms set out on the face of the Order. Notwithstanding the foregoing, if Buyer and Seller have executed a written supply or other agreement governing Seller’s performance pursuant to this Order, the terms of that supply or other agreement will control.

2. Prices. The price listed on the Order is the full amount Buyer is obligated to pay for the Goods listed in the Order, and Buyer will not be required to pay for Goods at prices higher than the prices listed in the Order. Unless otherwise stated on the face of the Order, the prices listed in the Order include all taxes, duties, tariffs, fees, assessments, and other similar charges imposed by any governmental authority. Seller may not charge Buyer for extra services in connection with the Goods or for other costs related to the Goods, including but not limited to transportation, storage, drayage, insurance, boxing, packing, or carting, unless expressly listed in the Order or agreed in a writing issued by Buyer. Seller warrants the prices for the Goods are not less favorable than those currently extended to any other customer for identical or similar goods or services provided by Seller in equal or lesser quantities. If Seller reduces its price for goods or services identical or similar to the Goods, Seller agrees to reduce the prices for Goods accordingly.

3. Delivery and Acceptance of Goods.

(a) All Goods will be delivered DDP (Incoterms 2020) unless otherwise stated on the face of the Order. Time is of the essence and the obligation of Seller to meet the delivery dates, specifications, and quantities set forth in the Order is of the essence. Deliveries are to be made both in quantities and at times specified in the Order or as otherwise specified in written instructions from Buyer. Shipments in greater or lesser quantities than ordered may be returned at Seller’s expense. If Seller fails to meet required delivery dates, Buyer, without limiting its other rights or remedies, may direct Seller to expedite shipping, deduct from payment owed to Seller all costs incurred by Buyer in connection with the delay, and/or cancel all or part of the Order, all without liability to Seller. Goods which are delivered in advance of schedule are delivered at the risk of Seller and may, at Buyer’s option, be returned at Seller’s expense for proper delivery and/or have payment therefor withheld by Buyer until the date Buyer scheduled the Goods for delivery. Seller will use reasonable efforts to inspect and accept the Goods within 30 days of receipt. No inspection or acceptance of the Goods will relieve Seller of its warranty obligations set out in these Conditions.

(b) Unless otherwise specified, Seller shall suitably pack the Goods for their protection during transportation and ship via the lowest cost means that are otherwise appropriate for the Goods in accordance with the requirements of common carriers. Seller is responsible for contacting Buyer to resolve any questions regarding proper packing or shipment under this Order.

(c) Buyer’s Order number must be plainly marked on all packages, bills of lading, and shipping orders. Packing lists will accompany each box or package shipped, showing Buyer’s Order number, item number(s), and a description of the Goods. Seller shall on every shipment to Buyer indicate the country of origin for each Good in writing on the shipping paperwork accompanying the shipment.

(d) Seller bears all risk of loss until the Goods are unloaded at Buyer’s facility, unless otherwise set out on the face of the Order. Title to Goods passes to Buyer when the Goods are unloaded at Buyer’s facility.

4. Invoices and Payment. Seller will issue its invoice for Goods no earlier than the date on which the Goods are delivered or performed. Seller’s invoice will detail the Goods delivered, the per item cost of the Goods delivered, the aggregate amount owed for the Goods, and such other information as Buyer may reasonably request. Buyer will pay all undisputed invoices 60 days from the date Buyer receives the invoice, on its next regularly scheduled accounts payable payment date following such 60-day period.

5. Modification of Order. Seller may not change or modify any Order absent Buyer’s express written consent. Buyer may change its Order at any time by submitting a written change Order or a new Order to Seller. If any such change affects the Seller’s cost or time of performance, Seller must submit a written claim for an equitable adjustment within ten (10) days after receipt of notification of change; otherwise, Seller waives its right to an equitable adjustment. Seller shall diligently perform any changed Order while the parties negotiate an equitable adjustment, and no failure to agree to an equitable adjustment will relieve Seller from its obligation to effect the change to the Order made by Buyer.

6. Inspection and Records.

(a) Inspection or payment for the Goods by Buyer will not constitute acceptance thereof. Buyer has the right to inspect Goods and to reject any or all portion of Goods that Buyer deems nonconforming or defective in its sole discretion. Buyer and/or its customers also reserve the right to verify and inspect work-in-process and Seller’s records relating to the Order at Seller’s facility during Seller’s normal working hours. Buyer may charge the Seller all expenses of unpacking, inspecting, repacking and reshipping any defective or nonconforming Goods. If Buyer receives defective or nonconforming Goods, and without limitation to Buyer’s remedies available at law or in equity and if directed by Buyer, Seller will provide replacement Goods on an expedited basis, at Seller’s expense, no later than 10 days after Buyer notifies Seller of the defect or nonconformity. Seller will include a written notice stating that Goods are replacements and stating Buyer’s Order number of the Goods being replaced. If Seller fails to promptly deliver replacement Goods, Buyer may obtain replacement Goods from third parties at Seller’s expense, including incidental costs Buyer incurs in connection with such replacement Goods.

(b) Seller shall prepare records evidencing all inspections made of the Goods and the outcome of such inspections. These records shall be complete and made available to Buyer during performance of this Order and for as long afterward as required by this Order or applicable laws and regulations, but in no

event shall such period expire prior to: (i) ten (10) years after delivery of the last of the Goods to be delivered under the Order; or (ii) final resolution of any dispute involving the Goods, whichever is later. Seller agrees that its books, records and its plant, or such parts of its plant as may be engaged in the performance of the Order, shall at all reasonable times be subject to inspection by Buyer.

7. Warranties. Irrespective of whether Seller is a merchant of the Goods it provides, Seller warrants that all Goods are: (a) of good and merchantable quality; (b) free from all defects in materials and workmanship; (c) conform to all specifications, drawings and descriptions, furnished, specified or adopted by Buyer or its customers or samples provided by Seller; (d) fit for their intended purpose; (e) free of any claim of ownership, intellectual property infringement, or trade secret misappropriation; (f) free from any encumbrance, lien, or security interest; (g) comply with all applicable laws, including all applicable federal, state, and local environmental, health, and safety laws and regulations; and (h) manufactured and supplied in accordance with the highest standards in the industry. The warranty period is two (2) years from the date of delivery unless otherwise stated in the Order. None of the remedies available to Buyer for the breach of any of the foregoing warranties may be limited except to the extent and in the manner agreed upon by Buyer in a separate agreement specifically designating such limitation and signed by an authorized representative of Buyer. Buyer's inspection and/or acceptance of and payment for Good shall not constitute a waiver by it of any warranties. Buyer's approval of any sample or acceptance of any goods shall not relieve Seller from responsibility to deliver and/or perform Goods in conformity with the warranties stated in this Section.

8. Confidentiality. All information relating to, disclosed, or made available by Buyer to Seller shall be considered confidential and proprietary to Buyer ("Confidential Information"), unless Seller can prove by written documentation that such information: (a) is or becomes part of the public domain through no act, omission, or fault of the Seller, or (b) is disclosed to Seller by a third party that has no obligation of confidentiality to Buyer, its affiliates, or customers. Seller shall: (w) hold all Confidential Information in strict confidence; (x) not disclose or make available Confidential Information to any third party absent the express written authorization of Buyer, (y) not use Confidential Information for its own benefit or the benefit of any third party except Buyer, and (z) not use the Confidential Information for the purpose of developing, improving, marketing or commercializing a product, service, or method for any third party. Seller shall not copy or reproduce Confidential Information absent Buyer's prior written authorization. All Confidential Information and all reproductions, copies, derivations, and embodiments thereof, in whole or in part, shall be the sole property of the Buyer. Buyer makes no representation or warranty as to the accuracy or completeness of any Confidential Information. If Buyer and Seller have signed a separate Confidentiality Agreement, the provisions of that Confidentiality Agreement control in the event of a conflict and otherwise supplement this Section.

9. Cybersecurity.

(a) Seller represents and warrants that it currently follows industry best practices to prevent any compromise of its information systems, computer networks, or data files by unauthorized users or malicious computer programs which could be propagated via computer networks, email, magnetic media, or other means to Buyer. Seller represents and warrants that Seller has taken and will take all necessary technical and organizational measures to ensure that Buyer's Confidential Information and technical data is protected from unauthorized access, alteration, disclosure, erasure, and destruction by third parties while such information is in its possession or control.

(b) In the event Seller knows or reasonably believes there has been unauthorized or attempted unauthorized access to Buyer's Confidential Information or technical data in the possession or control of Seller that compromises or threatens to compromise the security, confidentiality, or integrity of such Confidential Information or technical data, Seller shall take the following actions: (i) promptly, no later than 72 hours after discovery, notify Buyer of such unauthorized access or attempted unauthorized access and identify what specific Confidential Information or technical data may have been accessed; (ii) take reasonable steps to remedy the circumstances that permitted any such unauthorized access to occur and to prohibit further disclosure of Confidential Information or technical data; and (iii) cooperate with Buyer as reasonably necessary to facilitate compliance with any applicable law regarding unauthorized access of Confidential Information or technical data.

(c) Upon request, Seller shall (i) complete an annual information security assessment questionnaire supplied by Buyer and (ii) provide Buyer with reasonable information regarding the processing of Buyer's Confidential Information and technical data, including where and how such information is stored, who has access to such information and why, and what security measures are taken to ensure that such information is protected from unauthorized access, alteration, disclosure, erasure, and destruction while in Seller's possession or control.

10. Rights In Intellectual Property. If the Order provides for Seller to perform any design, engineering, analytical or similar work for Buyer or provides for the delivery of any software, firmware, copyrightable materials or derivative works thereof, all such work and deliverables shall constitute "works made for hire" under the Copyright Act, and all right, title and interest in and to any patentable invention, know-how, trade secrets, copyrightable materials, and derivative works thereof that Seller conceives, originates or reduces to practice, either individually or jointly with others, are hereby assigned to Buyer and shall be the sole and exclusive property of Buyer. Seller shall promptly execute any documents and perform any other actions necessary to perfect Buyer's ownership of any intellectual property rights. To the extent that any pre-existing intellectual property rights of Seller are contained in or required to use the Goods, Seller hereby grants to Buyer a fully paid up, irrevocable, worldwide, transferrable and sublicensable license to publish, reproduce, display, distribute copies of, prepare derivative works based upon, use, sell, offer for sale, and export such preexisting intellectual property rights in connection with the Goods. Except for Seller's pre-existing intellectual property rights contained in or required to use the Goods, Seller has no right or license to publish, reproduce, display, distribute copies of, prepare derivative works based upon, use, sell, offer for sale, or export the Goods. Seller agrees not to assert any claim, including, without limitation, breach of confidentiality, misappropriation of trade secrets, or infringement of intellectual property rights against Buyer, its affiliates or customers, or each of their respective successors, assigns, or suppliers relating to any rights Seller claims in connection with any Goods. Nothing in these Conditions or the Order shall be deemed, by implication or otherwise, to convey to Seller any rights under any patents, patent applications, copyrights, trademarks, trade secrets, inventions or any other intellectual property owned by the Buyer.

11. Indemnification. Seller shall defend, indemnify and hold Buyer and its affiliates, customers, officers, directors, members, and employees harmless from all causes of action, claims, costs, damages, expenses, liabilities, losses, and penalties (including attorneys' fees) arising out of or resulting in any way from: (a) any defect or nonconformity in the Goods; (b) any failure of Seller to perform its obligations under the Order; (c) Seller's breach of any covenant, representation, or warranty contained in these Conditions; (d) any act or omission of Seller, its agents, employees, subcontractors, or

suppliers in connection with this Order; (e) any claim that the manufacture, possession, sale, or use of the Goods infringes the intellectual property rights of any third party; and (f) any violation of law by Seller or any of its subcontractors or suppliers.

12. Insurance.

(a) Without limiting Seller's duty to hold harmless and indemnify Buyer, Seller agrees to secure and maintain insurance adequate to cover the obligations and liabilities assumed hereunder with respect to all Goods supplied under the Order with the following minimum limits: (i) Workers' Compensation in an amount required by the laws of the country, state, or other governmental subdivision in which Seller manufactures or provides the Goods and Employer's Liability Insurance in the amount of \$1,000,000 for any one occurrence; (ii) Commercial General Liability Insurance including coverage for Products and Completed Operations, Premises Liability and Contractual Liability, in which the limit of liability for property damage and bodily injuries, including accidental death, shall be a Combined Single Limit of \$5,000,000 for any one occurrence; (iii) if Seller vehicles are used on Buyer's premises and/or used to accomplish work under the Order or otherwise on behalf of Buyer, Automobile Liability Insurance in which the limit of liability for property damage and bodily injuries, including accidental death, shall be a combined single limit of \$1,000,000 for any one occurrence; and (iv) if Seller or its subcontractors have Buyer's materials or equipment in its care, custody or control, Seller shall have and maintain All-Risk Property Insurance in an amount sufficient to meet the replacement value of such material.

(b) The insurance limits required above may be satisfied by any combination of both primary and excess insurance. For each of the above policies, Seller shall arrange a waiver of subrogation in favor of Buyer, and with the exception of Workers' Compensation, shall name Buyer as an additional insured party. All such insurance shall be issued by companies authorized to do business under the laws of the State or jurisdiction in which all or part of the Goods are manufactured or provided and must have an AM Best financial rating of A- (or equivalent) or better. The insurance policies described above shall contain a provision prohibiting cancellation or material changes except upon at least thirty (30) Days' prior notice to Buyer. Prior to commencement of performance under this Order and as requested by Buyer, Seller shall submit a certificate of insurance confirming the required insurance. Seller shall require its subcontractors and suppliers to maintain insurance in the amounts and types required by this provision.

13. Electrostatic Discharge Control. Seller shall determine if any Goods ordered by Buyer are electrostatic discharge (ESD) sensitive and, if so, Seller shall: (a) design, manufacture, test, and repair the Goods using effective, industry-accepted ESD control practices at all related sites and facilities; and (b) properly handle and package the Goods to prevent ESD damage and mark the Goods and package with an appropriate caution label.

14. Counterfeit Goods Prevention.

(a) Seller represents and warrants that no Good nor component or material thereof is a copy or substitute unauthorized by the Original Equipment Manufacturer (OEM) or whose material, performance, or characteristics are knowingly misrepresented by Seller or a supplier at any level in the supply chain ("Counterfeit Goods"). Seller represents and warrants that the Goods are not Counterfeit Goods and that no Counterfeit Goods are contained in Goods delivered to Buyer.

(b) Seller shall implement and maintain policies that include prevention, detection, and risk mitigation methods to protect against the use of Counterfeit Goods and shall maintain a Counterfeit Goods control plan covering electronic parts incorporated into the Goods. Buyer has the right to audit Seller's compliance with this section.

(c) Seller shall purchase Goods and components thereof directly and exclusively from the Original Equipment Manufacturer (OEMs) or from the OEM authorized or franchised distributor. Seller will not procure Goods and components thereof from an independent distributor or broker not authorized by the OEM absent the express written authorization of Buyer. A certificate of conformance shall accompany each shipment of Goods delivered. The submission of a certificate of conformance shall not relieve Seller of its obligations hereunder.

(d) In the event Seller becomes aware or suspects that it has furnished Counterfeit Goods, it shall immediately notify Buyer. When requested by Buyer, Seller shall provide authorized supplier documentation that authenticates traceability of the parts to the applicable authorized supplier. Buyer shall not be liable to pay for any suspected Counterfeit Goods unless and until deemed authentic, and Buyer shall not be required to return any such suspected Counterfeit Goods to Seller.

(e) In the event that Goods delivered under the Order are, or include, Counterfeit Goods, Seller shall promptly investigate, analyze, and report in writing to Buyer whether such Counterfeit Goods should be replaced with genuine parts conforming to the requirements of the Order, or whether an alternative solution is recommended to meet the Order requirements at Seller's sole expense. The parties shall then agree upon the appropriate course of action. Notwithstanding any other provision in this Order, in the event that Goods delivered under the Order are, or include, Counterfeit Goods, Seller is responsible for all costs, including without limitation Buyer's and Buyer's customer(s) costs of: (i) replacing Counterfeit Goods with genuine Goods conforming to the requirements of this Order; (ii) removing Counterfeit Goods; (iii) installing replacement Goods; and (iv) any testing necessitated by the reinstallation of genuine Goods after the Counterfeit Goods have been exchanged.

15. Seller Changes in Goods or Manufacturing Location or Process.

Seller shall promptly notify Buyer no less than 180 days prior to implementing any change in the Goods or Seller's manufacturing location or process that were not expressly requested by Buyer. Such notification must be given as early as possible and shall describe the change or changes that have been made or are being proposed. Buyer and, if applicable, Buyer's customer(s), reserve the right to require its approval of any change in Goods or Seller's manufacturing location or process before such change is implemented.

16. Disaster Recovery.

Seller shall have and comply with written company disaster recovery plan (the "Plan"). The Plan shall, at a minimum, provide for the physical security of personnel at Seller's facilities, physical security of property and facilities used for performance of this Order, procedural security (e.g., documentation processing, manifest procedures, shipping and receiving, cargo discrepancies), information technology security, security training and threat awareness. The Plan shall, at a minimum, provide for: (a) the retention and retrieval of data and files; (b) obtaining resources necessary for recovery; (c) appropriate continuity plans to maintain adequate levels of staffing required to provide the Goods during a disruptive event; (d) procedures to address potential disruption to Seller's supply chain; and (e) a defined escalation process for notification of Buyer in the event of a disruptive event. Seller shall be able to demonstrate that there is a regular review, maintenance and testing of the Plan.

17. Relationship of Buyer and Seller.

The relationship of Buyer and Seller is solely that of independent contracting parties. Nothing in these Conditions or any Order creates any form of joint venture, teaming arrangement, partnership, fiduciary, principal-agent, or employer-employee relationship between Seller and Buyer. Seller has no authority to assume or create any obligation on behalf of or in the name of Buyer.

18. Subcontracting. Seller agrees to obtain Buyer's written approval before subcontracting the Order or any substantial portion of the Order. However, this requirement will not apply to the purchase of standard commercial supplies, components of assemblies, subassemblies, or raw materials on which Seller will perform further work. No subcontracting by Seller shall relieve Seller of its obligation under the Order. If Buyer grants approval to subcontract the Order or any substantial part of the Order, Seller shall maintain complete and accurate records regarding all subcontracted items and/or processes, and shall ensure that such subcontractors comply with Seller's quality assurance system approval for said subcontractors or suppliers. Seller shall include as part of its subcontracts those elements of the Order that protect the rights of Buyer and Buyer's customers, including but not limited to right of entry provisions, proprietary information and rights provisions and quality control provisions. In addition, Seller shall provide to its subcontractor's sufficient information to document clearly that the work being performed by the subcontractor is to facilitate performance under the Order.

19. Compliance With Law. Seller warrants that the Goods provided under any Order shall be manufactured, sold, provided, and rendered in compliance with all relevant federal, state, local and international laws, orders, rules, ordinances, and regulations. Without limiting the foregoing, Seller warrants and certifies that the Goods and the performance, production, and supply thereof fully comply with (a) the Fair Labor Standards Act of 1938, as amended, and the regulations and orders of the United States Department of Labor relating thereto, (b) all laws, orders, rules, ordinances and regulations relating to occupational safety and the protection of the environment, including, but not limited to, those involving hazardous waste, hazardous materials, air and water pollution, and natural resources, and (c) the Foreign Corrupt Practices Act of 1977 and the Anti-Kickback Act of 1986 and all regulations relating thereto. Seller further warrants and certifies that it has not offered or given and will not offer or give to any employee, agent or representative of Buyer, or any of their family members, any gratuity, payment or kickback. Any breach of any warranty contained in this section shall be a material breach of each and every Order and contract between Buyer and Seller. If the Order indicates that it is being performed under a contract with the U.S. Government or under a contract with a contractor to the U.S. Government at any tier, Seller will comply with all mandatory provisions of the Federal Acquisition Regulations and/or the Defense Federal Acquisition Regulations (collectively, the Regulations) and any non-mandatory provisions of the Regulations stated in the Order.

20. Export Controls.

(a) If Seller is a U.S. company that engages in the business of either manufacturing or exporting defense articles or furnishing defense services, the Seller hereby certifies that it has registered with the U.S. Department of State Directorate of Defense Trade Controls and has complied and will comply with its obligations under export control laws and regulations, including, but not limited to, the U.S. International Traffic in Arms Regulations ("ITAR") and the U.S. Export Administration Regulations ("EAR"). Seller acknowledges and understands that Buyer may disclose Confidential Information that constitutes technical data related to defense articles on the U.S. Munitions List, which is subject to export control under the ITAR, and may disclose Confidential Information that is subject to export control under the EAR, or other laws of the United States or any state therein restricting the disclosure, export, and use of certain information and technology (collectively, "Export Control Laws").

(b) If Confidential Information disclosed or made available to Seller by Buyer constitutes "technical data," as that term is defined in 22 C.F.R. § 120.33, or other data or information subject

to Export Control Laws, the following obligations and restrictions will apply: (i) Seller will not disclose, export, or transfer Confidential Information outside the United States (including deemed export to a foreign person within the United States) without obtaining written authorization of Buyer and complying with all requirements of applicable law, including without limitation obtaining all required authorizations and licenses required by Export Control Laws; (ii) Seller will only disclose technical data to U.S. persons (as defined in 22 C.F.R. § 120.62) and not to any foreign person (as defined in 22 C.F.R. § 120.63); (iii) absent the express prior written authorization of Buyer, Seller will only access, review, and store technical data using the data access platform used by Buyer to disclose or make available the technical data to Seller (the "Platform"); (iv) Seller will not disclose, make available, provide, or share, and will cause its employees and any authorized users not to disclose, make available, provide, or share, any access credential used to access the Platform; (v) if Buyer provides express prior written authorization for Seller to store or transmit technical data outside of the Platform, Seller will ensure the technical data is encrypted at rest and stored only within the United States, and transmitted only within the United States to U.S. persons using end-to-end encryption.

(c) All encryption used to secure technical data must use cryptographic modules (hardware or software) compliant with the Federal Information Processing Standards Publication (FIPS) 104-2 or its successors, supplemented by software implementation cryptographic key management and other procedures and controls that are in accordance with guidance provided in current U.S. National Institute of Standards and Technology (NIST) publications, or by other cryptographic means that provide security strength that is at least comparable to the minimum 128 bits of security strength achieved by the Advanced Encryption Standard (AES-128). "End-to-end encryption" means the provision of cryptographic protection of data, such that the data is not in an unencrypted form between the originator and the intended recipient and the means of decryption are not provided to any third party.

(d) Contract employees of Seller hired through any staffing agency or other contract employee provider shall be treated as employees of Seller, and Seller is legally responsible for the employees' actions with regard to the transfer of technical data and other information subject to Export Control Laws. Seller is further responsible for certifying that each employee is individually aware of their responsibility with regard to the proper handling of ITAR-controlled technical data and other information subject to Export Control Laws.

(e) Seller agrees that no technical data, information or other items provided by the Buyer in connection with the Order shall be provided to any foreign subsidiary of Seller or any other foreign person, without the express written authorization of the Buyer and the Seller's obtaining of the appropriate export license, technical assistance agreement or other requisite documentation for ITAR-controlled technical data or items.

21. Duty to Proceed. Seller shall proceed diligently with the performance of this Order. Except as expressly authorized in writing by Buyer, no failure of Buyer to perform or Seller and Buyer to reach any agreement provided for by the terms of this Order shall excuse the Seller from proceeding.

22. Parts Obsolescence. When Seller has knowledge that any Good, or component or material thereof, is obsolete, is marked for impending obsolescence, or has an established end of production date, Seller shall promptly give Buyer written notice thereof, including all relevant information with respect thereto. The notice will include, but not be limited to: (a) complete details of which Goods are affected; (b) date of obsolescence; (c) end of production date; (d) reason for obsolescence; (e) pricing and

availability of last-time buy; (f) supportability terms (repair and warranty) for last-time buy; and (g) Seller's recommendation for replacement goods inclusive of known impacts to performance, pricing, availability, and lead time. Seller's initial notifications of obsolescence shall be made through the end of the warranty period for the Goods provided under the Order.

23. Conflict Minerals. Seller recognizes the significant risks associated with sourcing tin, tantalum, tungsten, and gold ("Conflict Minerals") from the Democratic Republic of the Congo and adjoining countries ("DRC countries"). Accordingly, Seller commits to comply with Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"), and its implementing regulations. In particular, Seller commits to have in place a supply chain policy and processes to undertake: (a) a reasonable inquiry into the country of origin of Conflict Minerals incorporated into Goods it provides Buyer; (b) due diligence of its supply chain, as necessary, to determine if Conflict Minerals sourced from the DRC countries directly or indirectly support unlawful conflict there; and (c) all other measures as are necessary to comply with the Act and its implementing regulations.

24. REACH Compliance.

(a) Seller represents and warrants that it has read and is familiar with the European Chemicals Agency candidate list of Substances of Very High Concern ("SVHC") (viewable at <https://echa.europa.eu/candidate-list-table>) and that, except as previously disclosed in writing to Buyer, none of the Goods, or any component or materials thereof, contain SVHCs >0.1% by weight.

(b) If Seller is headquartered in, or produces any of the Goods at a facility located in, the European Union, Seller represents and warrants that: (i) no substance utilized in the manufacture of the Goods, nor do the Goods, contain any substance not authorized under Annex XIV of REACH; and (ii) the Goods comply with all applicable conditions of restrictions under Annex XVII of REACH.

(c) Seller: (i) will cause similar provisions to this Section to be inserted in its contracts with any of its suppliers; and (ii) is obligated to comply with the foregoing provisions as they are embodied in the UK REACH Regulation and any other applicable requirements of UK REACH.

25. Remedies; Remedies Cumulative. If the Goods do not comply with the requirements of any applicable Order or the warranties contained in these Conditions, in addition to other remedies available in these Conditions, at law, or in equity, Seller shall, at Buyer's election: (a) repair or replace such defective Goods, or (b) credit or refund the price of such defective Goods plus any incidental and consequential damages, including but not limited to inspection, test, transportation or customer charges incurred or paid by Buyer. If Seller delivers defective Goods, Buyer shall have the right to obtain cover goods and services from a third party, and to collect from Seller the difference between the cost of such cover goods and services and the Order price for the defective Goods, and all incidental and consequential damages related thereto, including but not limited to costs or charges imposed on Buyer by its customers. Any return by Buyer of defective Goods shall be at Seller's expense and risk of loss. Buyer's remedies shall be cumulative and remedies herein specified do not exclude any remedies allowed by law. Waiver of any breach by Buyer shall not constitute waiver of any other breach of the same or any other provision. Acceptance of any Goods or payment therefor by Buyer shall not waive any breach. Buyer may set off any amount due to Seller, whether or not under the Order, against any amount owed by Seller to Buyer.

26. Governing Law; Jurisdiction. These Conditions, any Order, and all acts and omissions of the parties related to these Conditions and any Order shall be governed exclusively by the laws

of the Commonwealth of Pennsylvania, without regard to its or any other jurisdiction's conflicts of laws principles that may cause the law of another jurisdiction to govern. Buyer and Seller expressly agree the United Nations Convention on the International Sales of Goods does not apply. The federal and state courts located in Allegheny County, Pennsylvania shall have sole and exclusive jurisdiction over any claim, controversy, or dispute arising from these Conditions, any Order, or any act or omission of Buyer or Seller related to these Conditions or any Order, and each party hereby irrevocably consents and submits to the exclusive jurisdiction of these courts and agrees not to maintain that such courts are improper or inconvenient.

27. Buyer-Furnished Property. Seller shall not use, reproduce, appropriate or disclose to anyone other than Buyer any material, samples, tooling, dies, drawings, designs, specifications, software, technical information and other property or data furnished by Buyer, nor shall Seller use the same to produce or manufacture articles other than those required hereunder without prior written authorization from Buyer. Title to such Buyer-furnished property shall be and remain with Buyer at all times. Buyer does not guarantee the accuracy of any tooling or the quality or suitability of any material supplied by it. Seller shall bear the risk of all losses, related to use of property furnished by Buyer, including without limitation personal injury (including death), damage to other goods or materials, or damage to or destruction of the property furnished by Buyer, and shall promptly replace or repair without expense to Buyer any property which is lost, damaged or destroyed, unless such loss, damage or destruction is solely, directly and proximately caused by Buyer's negligence. All Buyer-furnished property, together with spoiled and surplus materials shall be returned to Buyer at termination or completion of the Order unless Buyer shall direct otherwise in writing. Where Buyer's data, designs or other information are furnished to Seller's subcontractors or suppliers for procurement of supplies or services by Seller for use in the performance of Buyer's Order, Seller shall insert the substance of this provision in all contracts and terms and conditions with subcontractors and suppliers.

28. Delay. Time is of the essence in performing the Order. If Seller experiences or anticipates any delay in performing the Order, Seller shall immediately notify Buyer of such delay, its expected duration and the reasons thereof. Neither such notification nor an acknowledgement by Buyer shall constitute a waiver of the Order's delivery schedule. The delivery schedule shall not be modified unless the parties agree in writing. In the event of any excusable delay of Seller's performance, Buyer may, without liability to Seller, elect to: (a) cancel, at no cost to Buyer, the affected Order(s) or any part thereof; (b) suspend the affected Order(s) or any part for the duration of the delay, with the option to obtain from other sources the Goods to be furnished under the Order and deduct from any commitment under such Order the quantity of the Goods obtained from other sources; and/or (c) resume performance under such Order(s) once the delay ceases, with an option in Buyer to extend any affected delivery or performance date up to the length of time the delay affected Seller's ability to perform.

29. Specifications. Unless otherwise directed in the Order, Seller shall manufacture and supply Goods in accordance with current specifications, drawings and designs. Seller is responsible for verifying that the Order's specifications, drawings and designs are the current revisions. If Seller determines that any of the specifications, drawings or designs contain an error or are not the most current revision, Seller shall so notify Buyer immediately in writing.

30. Assignment. Neither the Order, any other agreement between Buyer and Seller, nor any interest therein may be assigned by Seller without the prior written consent of Buyer, which Buyer

may withhold in its sole discretion. If Buyer consents to any such assignment, (a) payment to an assignee shall be subject to set off or recoupment for any present or future claim or claims which Buyer may have against Seller except to the extent that any such claims are expressly waived in writing by Buyer, and (b) Buyer reserves the right to make direct settlements or adjustments in price with Seller notwithstanding any assignment of claims for monies due or to become due hereunder and without notice to the assignee. Any merger, consolidation or other combination involving Seller, any sale of more than 25% of the outstanding voting securities of Seller and any other change in control of Seller, whether in one or a series of transactions shall be considered an "assignment" subject to this section.

31. Termination.

(a) If Seller is in material default of any of its obligations under the Order or these Conditions, or if Buyer has failed to pay an undisputed amount to Seller, and such default or failure to pay is not cured within fifteen (15) days after written notice of such default or failure to pay, then the party not in default or failing to pay may terminate all Orders, in whole or in part; provided, however, that in the event of Seller's failure to meet the delivery schedule or quality requirements of Buyer, Seller shall be given the opportunity to cure a default only once and thereafter Buyer may terminate any Order, in whole or in part, immediately by written notice to Buyer. In the event that Buyer disputes the basis for the Seller's termination, the Seller shall continue its performance under any Orders until the dispute is finally resolved.

(b) Buyer may, at any time, terminate any Order for convenience for any reason or no reason, in whole or in part, upon written notice to Seller. In such event, Seller shall be entitled to reasonable termination charges equal to (i) the portion of the Order price reflecting the Goods supplied or delivered prior to termination, plus (ii) Seller's cost of non-returnable materials reasonably purchased in connection with performance under the Order, minus the reuse or resale value of the materials and Goods terminated. In no event will the termination charge associated with each Good exceed the unit price of the Good under the Order. Seller shall submit any claim for termination costs in writing within thirty (30) days of receipt of the notice of termination together with documentation substantiating such costs satisfactory to the Buyer. Seller waives any claim for termination charges by failing to properly submit a claim within thirty (30) days. Notwithstanding the foregoing, no termination charges shall apply if the goods are not custom goods (i.e., Goods unique to the Buyer) specially manufactured to the Buyer's specifications pursuant to an Order, and the Buyer has provided notice of termination to the Seller at least thirty (30) days prior to the required delivery date. The foregoing termination charges state the entire liability of the Buyer for termination for convenience by the Buyer of any Agreement and/or Order.

(c) In the event of termination of an Order, the terms hereof shall continue to apply to any Orders to the extent performed prior to the effective date of termination and shall continue to apply to any Orders to the extent such Orders have not been terminated.

32. **Electronic Contracting.** Buyer may require Seller to utilize an electronic portal or any other Buyer designated electronic communication system, at Seller's expense, for submission of quotes, receipt of purchase orders, notifications, shipping confirmation, invoicing and payment. Buyer and Seller agree that if this Order, any ancillary agreement, or correspondence is transmitted electronically, including without limitation through any Buyer portal or other designated electronic communication system, such electronic transmission will have the same force and

effect as physical delivery and signature of a paper copy.

33. **Open Source Software.** Unless Seller has obtained Buyer's prior written consent, which Buyer may withhold in its sole discretion, Seller shall not use in connection with this Order, or deliver to Buyer any Open Source Software. "Open Source Software" means any software licensed under the General Public License ("GPL") or Lesser Library GPL, the Artistic License (e.g. PERL), the Mozilla Public License, the Netscape Public License, the Sun Community Source License, the Sun Industry Standards License, or variations thereof, including without limitation licenses referred to as "GPL Compatible, Free Software License," or any other license that requires the delivered software to be licensed for the purpose of making derivative works, be redistributable at no charge, or obligate Buyer to sell, loan, distribute, disclose, or otherwise make available or accessible to any third party the delivered software, or any portion thereof.

34. **Notices.** All notices required or permitted to be given to Buyer in connection with this Order shall be deemed to be properly given if in writing and delivered to Buyer via nationally recognized overnight courier or certified or registered US Mail, costs prepaid and proof of delivery required, at: Intervala, LLC, Attn: CFO, 1001 Technology Drive, Suite 1181, Mt. Pleasant, PA 15666. All notices required or permitted to be given to Seller in connection with this Order shall be deemed to be properly given if in writing and delivered to Seller at Seller's address listed on the Order.

35. **Publicity and Release of Information.** Seller shall not advertise, publish or otherwise release any information relating to the Order or the commercial relationship between Buyer and Seller, including the fact that Buyer has issued the Order, without Buyer's prior written authorization.

36. **Nonwaiver.** No waiver of any provision or failure to perform any provision of the Order shall be effective unless consented to by Buyer in writing nor shall any such waiver constitute a waiver of any other provision or failure to perform. No course of performance, course of dealing, or usage of trade will be effective to modify Seller's obligations under these Conditions or any Order.

37. **Severability.** If any provision of the Order, or part thereof, shall be invalid or unenforceable, such provision or part shall be deemed severed and the remainder hereof shall be given full force and effect.

38. **Entire Agreement.** The terms of the Order and these Conditions constitute the entire agreement of Buyer and Seller relating to the Goods, merging and superseding all prior and contemporaneous agreements, discussions, representations, understandings, and warranties, whether written or oral, relating to the Goods.

Rev. 18 Dec. 2023