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TRUSTED QUALITY SINCE 1927

TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES (UNITED STATES)

These Terms and Conditions for the Purchase of Goods and Services ("**Terms**") govern all purchases of goods and services made by Prestone Products LLC and its Affiliates. Each such entity is referred to individually as a "**PFX Member Entity**" and collectively as "**PFX**". These Terms are incorporated by reference into, and form part of, any purchase order or other document issued by PFX requesting the delivery of goods or the performance of services in the United States (each, an "**Order**"). The PFX Member Entity identified in an Order as the purchasing entity is the "**Buyer**" for that Order and is solely entitled to the rights, and subject to the obligations, of Buyer under these Terms. The person or entity identified in an Order as the supplier is the "**Seller**". The current version of these Terms is published and maintained by PFX on its corporate website at https://pfxgroup.com/ and may be amended from time to time in accordance with Section 29.

1. **Affiliates**. "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.
2. **Entire Agreement; Order of Precedence**. The Order, including any specifications, drawings, or other documents attached to or incorporated by reference into the Order, together with these Terms and any Master Agreement (collectively, the "**Agreement**"), constitutes the entire agreement between the parties with respect to the subject matter of the Order and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, warranties, and communications, whether written or oral. Any additional or different terms proposed by Seller in any quotation, acknowledgment, invoice, or other document are hereby rejected and shall not modify the Agreement unless expressly agreed in a written instrument signed by Buyer, regardless of whether or when Seller submits such terms or its sales confirmation. To the extent of any conflict, the following order of precedence applies: (1) a written contract signed by both parties covering the sale of the goods and/or provision of services under the Order ("**Master Agreement**"); (2) the Order (including any specifications, drawings, or other documents attached to or incorporated by reference); and (3) these Terms. Commencement of performance of an Order constitutes Seller's acceptance of this Agreement.
3. **Delivery**. Time is of the essence in respect of the Order. Unless otherwise provided in the Order, the delivery terms shall be DDP (Incoterms® 2020) to the delivery location set out in the Order. Buyer may direct Seller to ship goods to any third party designated by Buyer. Seller shall deliver the goods and/or perform the services in accordance with the delivery dates specified in the Order. Seller shall arrange delivery appointments in accordance with Buyer's scheduling requirements as communicated from time to time, including any minimum advance notice periods specified in the Order or otherwise notified by Buyer in writing. Failure to comply with such scheduling requirements entitles Buyer, at its option, to refuse delivery or reschedule the delivery at Seller's cost. Seller shall notify Buyer in writing of any actual or anticipated delays immediately upon discovery. In the event of any delay, Buyer may, at its option, terminate all or any portion of the goods and/or services being supplied under the Order by giving written notice to Seller, without any further obligation or liability to Seller. Seller shall be liable for all losses, damages, and additional charges incurred by Buyer as a result of any delay, including the cost of procuring substitute goods and/or services from third parties. Seller shall, upon Buyer's request, suspend shipment and delivery of the goods and/or performance of the services for such period as Buyer may request at no additional cost to Buyer.
4. **Shipping; Import/Customs Compliance**. Seller shall pack, mark, and prepare goods for shipment to prevent damage or deterioration, comply with applicable laws and regulations, and conform to Buyer's instructions and the carrier's reasonable instructions. Unless otherwise specified by Buyer, goods must be palletized in accordance with Buyer's packaging and handling requirements and shipped with packing slips attached. Seller shall provide all applicable safety and shipping documentation, including, but not limited to, safety data sheets, bill of lading, Harmonized Tariff Schedule classification, country of origin information or certificates, manufacturer's affidavits, applicable free trade agreement certifications for all qualifying goods, any required certificates of compliance and analysis, and such other documentation as Buyer may reasonably require from time to time. All shipping documents must include Buyer's part number (where applicable), Order number, and description. For bulk receiving, Seller shall provide required scale and wash tickets reflecting net quantity and unit of measure. For rail shipments, Seller shall include railcar reporting marks on the bill of lading, certificate of analysis, invoice, and other relevant documentation. Unless otherwise stated in the Order, Seller is responsible for compliance with all applicable import clearance and export control requirements in connection with the goods. Where customs clearance is Seller's responsibility, Seller shall engage a properly licensed customs broker, ensure such broker complies with all applicable customs laws and regulations, and provide Buyer with customs entry documentation and related records upon request. If, after the date of an Order, governmental authorities impose or increase countervailing duties, antidumping duties, retaliatory duties, tariffs, or similar charges on imported goods that were not in effect as of the Order date, Seller shall bear the cost of such additional duties or charges, without any increase in the price, and Buyer may terminate the affected portion of the Order without liability. Seller is responsible for all other duties, fees, penalties, and freight incurred by Buyer resulting from Seller's failure to comply with the Order. Seller represents and warrants that the goods (i) have not been directly or indirectly imported from, and (ii) do not contain significant materials or other content originating from, any country, territory, entity, or person that is subject to applicable trade sanctions or export control restrictions imposed by Canada, the United States, the European Union, or the United Kingdom, or, if they do, such materials or content have undergone substantial transformation prior to export to Buyer. Any breach of the foregoing representation shall be subject to Seller's indemnification obligations under Section 18.
5. **Inspection and Acceptance**. During normal business hours and upon reasonable notice, Seller shall allow Buyer to inspect the facilities where Seller (and, if applicable, its subcontractors) manufacture or process the goods. All goods and, where applicable, services are subject to inspection, testing, and acceptance by Buyer and its authorized representatives. Seller shall provide, at no additional charge, reasonable facilities and assistance for such inspections and tests. Buyer may inspect all or a sample of the goods within a reasonable period after delivery of the goods or completion of the services, not to exceed ninety (90) days; however, Buyer

may reject goods or services for latent defects without time limitation. Buyer may reject any goods or services that do not conform to the Order (including applicable specifications or documentation). If Buyer rejects any portion of the goods or services, Buyer has the right, effective upon written notice to Seller, to: (a) rescind the Order in its entirety; (b) accept the goods or services at a reasonably reduced price as determined by Buyer; or (c) require replacement of the rejected goods or re-performance of the rejected services. If Buyer requires replacement or re-performance, Seller shall, at its expense, do so within ten (10) business days of Buyer's written notice (or such shorter period as Buyer may reasonably require having regard to the nature of the goods and/or services) and pay for all related expenses, including transportation charges for the return of defective goods and delivery of replacement goods. If Seller fails to timely comply, Buyer may, independently or cumulatively: (i) procure substitute goods and/or services from a third party and recover all related costs from Seller; and/or (ii) terminate the Order for cause pursuant to Section 12. Payment does not constitute acceptance, impair Buyer's right to inspect, or limit Buyer's remedies. Inspection or acceptance does not relieve Seller of any warranties or obligations under the Order. Buyer will not be required to pay for any goods or services rejected after inspection.

6. **Title; Risk of Loss**. Notwithstanding anything else in the Order, title to and risk of loss of the goods will not pass to Buyer until the goods have been delivered to the destination specified in the Order or as otherwise directed by Buyer in writing. Upon Buyer's rejection of any goods pursuant to Section 5, title to and risk of loss of such goods shall remain with Seller or, if previously passed to Buyer, revert to Seller immediately.

7. **Substitutions**. Seller shall not provide substitute goods, materials, or components in place of those specified in the Order without Buyer's prior written consent. Any unauthorized substitution shall entitle Buyer to exercise its rights under Section 5 and, at Buyer's option, Section 12.

8. **Performance of Services**; **Intellectual Property**. Where the Order contemplates services:

    a. Seller shall obtain, before the date on which the services are to start, and maintain at all times during the performance of the services, all necessary licenses and consents, and comply with all applicable laws in connection with the provision of the services;

    b. Seller shall comply with all rules, regulations, and policies of Buyer, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by Buyer to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures;

    c. Seller shall not engage any subcontractor or other third party to provide any services in connection with the Order without Buyer's prior written consent, which may be given or withheld in Buyer's sole discretion; any such engagement shall be subject to and governed by Section 22;

    d. Seller shall require each Permitted Subcontractor to be bound in writing by confidentiality obligations no less stringent than those set out in Section 17 and, upon Buyer's written request, to enter into a non-disclosure agreement, intellectual property assignment, or license agreement directly with Buyer in a form reasonably satisfactory to Buyer;

    e. Seller shall ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Seller, are properly licensed, certified, or accredited as required by applicable law and are suitably skilled, experienced, and qualified to perform the services;

    f. Seller shall handle, store, use, and return all Buyer Equipment in accordance with Section 15; and

    g. Seller acknowledges and agrees that any and all Work Product that may qualify as a "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. § 101) is hereby deemed a "work made for hire" for Buyer, and all copyrights therein shall automatically and immediately vest in Buyer. To the extent that any Work Product does not constitute a "work made for hire," Seller hereby irrevocably assigns to Buyer and its successors and assigns, for no additional consideration, Seller's entire right, title, and interest in and to such Work Product and all Intellectual Property Rights therein, including the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding thereto throughout the world. To the extent any copyrights are assigned under this Section 8(g), Seller hereby irrevocably waives in favor of Buyer and its Affiliates, to the extent permitted by applicable law, any and all claims Seller may now or hereafter have in any jurisdiction to all rights of paternity or attribution, integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" in relation to all works of authorship to which the assigned copyrights apply. In these Terms, **"Work Product"** means any deliverables under the applicable Order and all other writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice by or on behalf of Seller solely or jointly with Buyer or others in the course of performing the services, and **"Intellectual Property Rights"** means any and all rights arising in the United States or any other jurisdiction throughout the world in and to (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (c) copyrights and works of authorship (whether copyrightable or not), including computer programs, and rights in data and databases, (d) trade secrets, know-how, and other confidential or proprietary information, and (e) all other intellectual property, in each case whether registered or unregistered, and including all registrations and applications for such rights and renewals or extensions thereof, and all similar or equivalent rights or forms of protection in any part of the world. The foregoing does not extend to intellectual property independently developed and owned by Seller prior to the commencement of the Order ("**Seller Background IP**"). Where Seller Background IP is incorporated into, or is reasonably necessary to use, any deliverables, Seller grants Buyer a perpetual, irrevocable, worldwide, royalty-free, non-exclusive license to use and reproduce such Seller Background IP solely to the extent required to make full use of the deliverables under the Order for their intended purpose. Seller warrants that the services and any deliverables relating thereto and Buyer's use thereof will not infringe or misappropriate any third party's intellectual property rights.

9. **Prices**. Unless otherwise stated in the Order, prices are inclusive of all charges and expenses, including packing, crating, storage, transportation, handling, unloading, customs clearance, installation, insurance, brokerage fees, freight, duties, tariffs, and other fees

and costs, and are exclusive of applicable sales, use, excise, or similar taxes that Seller is required to charge and separately state on its invoice. Unless otherwise stated in the Order, all prices are in United States dollars (USD). No increase in the price is effective, whether due to increased material, labor, or transportation costs or otherwise, without the prior written consent of Buyer.

10. **Payment; Invoicing; Taxes**. Unless otherwise stated in the Order, Buyer will pay Seller within sixty (60) days after the later of: (i) Buyer's acceptance of the goods and/or services; and (ii) Buyer's receipt of a correct, undisputed invoice that references the Order number, describes the goods and/or services, states the applicable quantities and unit prices, and otherwise conforms to the requirements of the Order. Buyer may withhold payment for any amounts reasonably disputed or for nonconforming or unaccepted goods and/or services. Seller shall separately state applicable sales, use, excise, or similar taxes required to be collected on its invoice; Buyer will not pay taxes that are Seller's net income, franchise, or gross receipts taxes. Buyer may set off any amounts owed by Seller or its Affiliates to Buyer or its Affiliates against amounts owed to Seller under the Order. Buyer may withhold or deduct from amounts otherwise due any amounts required by applicable law and may remit such amounts to the applicable governmental authority, and such remittance will reduce Buyer's payment obligation accordingly. At Buyer's reasonable request, Seller shall provide appropriate tax documentation (including exemption certificates or other information reasonably needed to support Buyer's tax position).
11. **Change Orders**. Buyer may at any time, by written instructions issued to Seller (each a "**Change Order**"), order changes to the goods or services under the Order. Seller shall within five (5) days of receipt of a Change Order submit to Buyer a firm cost proposal for the Change Order; if Seller fails to do so within such period, Buyer may direct Seller to proceed with the Change Order without any adjustment to price or delivery dates. If Buyer accepts such cost proposal, Seller shall proceed with the changed goods or services subject to the cost proposal and the terms and conditions of this Agreement. If Buyer does not accept such cost proposal, Buyer may withdraw or modify the Change Order by written notice to Seller, in which case Seller shall continue to perform the Order as originally issued. Seller is not entitled to any adjustment in compensation or performance deadlines as a result of a Change Order unless expressly agreed in writing by Buyer.
12. **Termination**. Buyer may terminate the Order, in whole or in part, at any time upon written notice to Seller. If Buyer terminates an Order for convenience, Seller's sole and exclusive remedy is payment for: (i) goods received and accepted by Buyer prior to the effective date of termination; and (ii) conforming goods manufactured but not yet delivered, and services satisfactorily performed but not yet accepted, as of the effective date of termination, provided Seller substantiates such amounts to Buyer's reasonable satisfaction. Buyer will not be liable for lost profits, unabsorbed overhead, or any other consequential, special, indirect, or punitive damages, regardless of whether Buyer has been notified of the likelihood of such damages being incurred. The Order may not otherwise be amended except by a written instrument signed by both parties; for the avoidance of doubt, a written amendment to an Order signed by both parties takes precedence over a Change Order issued pursuant to Section 11 to the extent of any conflict. Buyer may terminate the Order immediately upon written notice to Seller, without limiting any of Buyer's other rights or remedies, if: (a) Seller breaches any obligation, representation, or warranty under the Order; (b) in Buyer's reasonable opinion, an action or claim against Seller may materially harm Seller's continued business operations; or (c) Seller becomes insolvent, bankrupt, or makes an assignment for the benefit of creditors. Upon termination for cause, Seller shall promptly refund to Buyer any amounts paid for goods not yet delivered or services not yet performed, and shall be liable for all additional costs incurred by Buyer in procuring substitute goods and/or services. Buyer may exercise its termination rights under this Section in addition to, and without limiting, its rights under Section 5 and Section 13.
13. **Representations; Warranties**. Seller represents and warrants that: (a) it has all rights necessary to provide the goods and properly perform the services; (b) the goods, services, and Buyer's and its authorized licensees' use of them do not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights or other rights of any third party; (c) the goods and services are free from liens, security interests, and defects in design, manufacture, materials, and workmanship; (d) the goods are packaged and labeled in accordance with applicable laws and regulations and industry standards; (e) the goods are new and merchantable; (f) the goods are fit for Buyer's intended purpose as communicated to Seller in connection with the Order; (g) the goods and services conform to the Order, including all applicable samples, specifications, drawings, documentation, and quality standards; (h) all representations and certifications furnished by Seller as required by law or regulation in connection with the Order are accurate, current, and complete; (i) services will be performed in a timely, professional, and workmanlike manner, with due skill and care, in accordance with applicable industry standards; (j) Seller is duly organized, validly existing, and in good standing, has full power and authority to enter into and perform the Order, and the Order has been duly authorized; (k) Seller's execution, delivery, and performance of the Order do not conflict with any agreement to which Seller is a party or by which it is bound or with applicable law; and (l) to Seller's knowledge, there is no pending or threatened action that would materially adversely affect Seller's ability to perform the Order, and Seller shall promptly notify Buyer upon becoming aware of any such action. If, at any time prior to one (1) year from the date of acceptance (the "**Warranty Period**"), the goods or services (or any part of them) fail to conform to the warranties or other requirements of the Order and Buyer notifies Seller, Seller shall correct the nonconformity at Seller's sole expense to Buyer's satisfaction within ten (10) business days of Buyer's notice (or such shorter period as Buyer may reasonably require having regard to the nature of the goods and/or services), and the Warranty Period will be extended by the period during which the goods or services are nonconforming. If Seller fails to do so, Buyer may exercise any of its rights and remedies under Section 5, including rejecting or revoking acceptance of the nonconforming goods or services, and may exercise any other rights or remedies available under the Order, at law, or in equity. Seller's liability includes all damages caused by the breach, including incidental damages such as removal, inspection, return, and warehousing costs. This Section does not limit Seller's indemnification obligations under Section 18. All warranties, whether express or implied, survive delivery, inspection, acceptance, and payment.
14. **Recall**. Seller shall notify Buyer in writing promptly upon becoming aware of any actual or potential defect in the goods, regulatory inquiry, or other circumstance that may give rise to a recall. Seller is liable for all costs and damages associated with any voluntary or involuntary recall of defective or potentially defective goods or any other products containing or incorporating such goods, including recalls initiated by a customer, regulatory agency, or in accordance with applicable laws and regulations. Where a recall relates solely to the goods as supplied by Seller, Seller shall be responsible for administering such recall, including any required notifications to regulatory authorities. Where a recall relates to Buyer's finished goods that incorporate or contain the goods, Buyer shall have sole control over the administration of such recall, and Seller shall fully cooperate with and support Buyer in the administration of such recall as directed by Buyer, at Seller's cost and expense to the extent attributable to the goods. Each party will cooperate in making

available records and other information reasonably required by the other party in connection with any recall. Seller's obligations under this Section are in addition to, and without limitation of, Seller's indemnification obligations under Section 18.

15. **Equipment; Buyer-Furnished Materials**. All tools, patterns, gauges, molds, printing plates, or other equipment paid for by Buyer under this Order or furnished by Buyer to the Seller ("**Buyer Equipment**") are and shall remain the exclusive property of Buyer. Seller shall clearly mark all Buyer Equipment as "Property of the applicable PFX Member Entity" and shall store it separately from Seller's own property. Seller shall not permit any lien, security interest, encumbrance, or other claim to attach to any Buyer Equipment, and shall promptly discharge any such lien or encumbrance if it arises. Upon Buyer's request, Seller shall return all Buyer Equipment to Buyer in good working condition, reasonable wear and tear excepted, within ten (10) business days of such request and at Seller's cost and expense. Where Buyer has furnished molds, printing plates, or other equipment for use in executing Buyer's orders, Seller shall inspect such equipment and notify Buyer in writing of any defects or unsuitability prior to use. Such provision of equipment by Buyer shall not release Seller from its obligations under these Terms. Where Buyer furnishes raw materials, intermediates, or other materials to Seller in connection with the Order ("**Buyer-Furnished Materials**"), the following terms apply: (a) Buyer-Furnished Materials remain the exclusive property of Buyer at all times and shall not form part of Seller's inventory or assets; (b) Seller shall store Buyer-Furnished Materials separately from its own inventory and those of any third party, clearly identified as property of Buyer, and under conditions appropriate to preserve their quality, integrity, and compliance with applicable safety and regulatory requirements; (c) Seller shall use Buyer-Furnished Materials solely for the purpose of performing the applicable Order and shall not substitute, commingle, pledge, sell, or otherwise encumber or dispose of them without Buyer's prior written consent; (d) Seller shall maintain complete and accurate records of the receipt, storage, consumption, and disposition of all Buyer-Furnished Materials and shall make such records available to Buyer upon request; (e) Seller shall promptly notify Buyer in writing upon becoming aware of any loss, damage, contamination, shortage, or discrepancy involving Buyer-Furnished Materials; (f) Seller shall be liable for any loss, destruction, contamination, or damage to Buyer-Furnished Materials while in Seller's possession or control, except to the extent directly caused by a defect inherent in the materials as supplied by Buyer; (g) Seller shall handle, store, and dispose of any waste or scrap generated from Buyer-Furnished Materials in accordance with Buyer's written instructions and all applicable environmental laws and regulations; and (h) upon completion or termination of the applicable Order, or at any time upon Buyer's written request, Seller shall promptly return all unused Buyer-Furnished Materials to Buyer or dispose of them in accordance with Buyer's written instructions, in either case at Seller's cost and expense, and shall provide Buyer with a written reconciliation of all Buyer-Furnished Materials received, consumed, and remaining within ten (10) business days of such completion, termination, or request.

16. **Compliance with Law**. Seller and its directors, officers, employees, agents, and Permitted Subcontractors shall comply with all applicable laws and regulations in connection with the Order, including export control, trade sanctions, anti-corruption, anti-bribery, environmental, health and safety, and data privacy laws. Seller shall not supply goods or services involving any country, entity, or individual subject to applicable trade sanctions or export control restrictions and shall promptly notify Buyer upon becoming aware of any such involvement. Seller shall maintain all licenses, permits, and authorizations required for its business activities and for the provision of the goods and services. Seller shall also comply with PFX's Supplier Code of Conduct, as may be published, updated, amended, and/or replaced from time to time on its corporate website at https://pfxgroup.com/, which is incorporated by reference into this Agreement. Seller's obligations under this Section are supplemented by Sections 26 and 27.

17. **Confidentiality**. "**Confidential Information**" means all non-public, confidential, or proprietary information of a party (the "**Disclosing Party**"), including specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, and pricing, discounts, or rebates, that is disclosed or made available by or on behalf of the Disclosing Party to the other party (the "**Receiving Party**"), whether disclosed orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with the Order. Confidential Information does not include information that: (i) is or becomes publicly available other than through a breach of this Section; (ii) was already known to the Receiving Party prior to disclosure, as evidenced by written records; (iii) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or (iv) is received from a third party without restriction on disclosure. Each Receiving Party shall: (a) keep all Confidential Information of the Disclosing Party strictly confidential, applying at least the same degree of care as it uses to protect its own confidential information, but in no event less than reasonable care; (b) use Confidential Information solely for the purpose of performing or exercising its rights under the Order; and (c) limit disclosure to those of its personnel and Permitted Subcontractors with a legitimate need to know, who are bound by confidentiality obligations no less protective than those set out in this Section. Neither party shall disclose the other's Confidential Information to any third party without the Disclosing Party's prior written consent. If a Receiving Party is required by applicable law or court order to disclose any Confidential Information, it shall: (i) give the Disclosing Party prompt prior written notice; (ii) cooperate with the Disclosing Party in seeking a protective order or other appropriate relief; and (iii) disclose only the minimum amount of Confidential Information required by law. Upon termination or expiration of the Order, or at the Disclosing Party's written request at any time, the Receiving Party shall return or securely destroy all Confidential Information of the Disclosing Party within ten (10) business days and certify such return or destruction in writing to the Disclosing Party. All Confidential Information remains the exclusive property of the Disclosing Party, and no license or other interest is granted to the Receiving Party unless expressly agreed in writing. Each party acknowledges that a breach of this Section may cause irreparable harm for which monetary damages would be an inadequate remedy, and the Disclosing Party shall be entitled to seek injunctive or other equitable relief without the requirement to post bond or other security.

18. **Indemnification**. Seller shall indemnify, defend (at Buyer's option), and hold harmless Buyer, its Affiliates, and each of their respective directors, officers, employees, representatives, contractors, and customers (collectively, "**Indemnitees**") from and against any losses, damages, liabilities, claims, actions, demands, suits, judgments, and expenses (including reasonable attorneys' fees and investigation costs) arising out of or relating to: (i) any breach by Seller of this Agreement or an Order; (ii) any claim that any goods and/or services (or Buyer's use of them) infringe, misappropriate, or otherwise violate any third party rights, including intellectual property rights; or (iii) any negligent, reckless, or willful act or omission of Seller or its employees, agents, or Permitted Subcontractors, including personal injury, product liability, and property damage. Seller may control the defense and settlement of an indemnified claim, provided that: (a) Seller will not settle any claim in a manner that imposes any obligation or admission of fault on, or grants any rights against, any Indemnitee without Buyer's prior written consent; and (b) Buyer may participate with counsel of its choosing at its own expense. If Seller fails to assume or diligently pursue the defense of any indemnified claim within ten (10) business days of notice, Buyer may assume control of the defense at Seller's expense. If any injunction or restraining order is issued (or Seller reasonably believes one

is likely), Seller shall, at its expense and at Buyer's option, within a commercially reasonable time: (1) obtain the right for Indemnitees to continue using the affected goods and/or services; (2) replace or modify them so they are non-infringing without material diminution in functionality; or (3) if neither (1) nor (2) is commercially reasonable, refund the amounts paid for the affected goods and/or services and pay reasonable removal and replacement costs.

19. **LIMITATION OF LIABILITY**. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL ANY INDEMNITEE (AS DEFINED IN SECTION 18) BE LIABLE TO SELLER FOR ANY LOST PROFITS OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING CONTRACT, TORT, STATUTE, OR OTHERWISE) AND REGARDLESS OF WHETHER SUCH INDEMNITEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE INDEMNITEES TO SELLER ARISING OUT OF OR RELATING TO AN ORDER, REGARDLESS OF THE FORM OR THEORY OF ACTION, WILL NOT EXCEED THE TOTAL AMOUNTS PAID AND PAYABLE TO SELLER UNDER SUCH ORDER FOR GOODS AND/OR SERVICES ACCEPTED BY BUYER.

20. **Insurance.** Seller shall obtain and maintain, with an insurer rated no less than "A" VII by AM Best, the following insurance throughout the term of the Order and for two (2) years thereafter: (a) commercial general liability insurance with limits of not less than USD 5,000,000 per occurrence and in the aggregate, covering bodily injury, property damage, products and completed operations, and sudden and accidental pollution liability; (b) automobile liability insurance covering all licensed vehicles, including non-owned and hired vehicles, with limits of not less than USD 10,000,000 per occurrence if the Order involves transportation of hazardous substances or dangerous goods as defined by applicable regulations, or not less than USD 5,000,000 per occurrence if vehicles are brought within the perimeter of Buyer's active operations; (c) workers' compensation insurance as required by applicable law and employer's liability insurance with limits of not less than USD 1,000,000 per occurrence; (d) umbrella or excess liability insurance with limits of not less than USD 5,000,000 per occurrence, in excess of the limits in (a), (b), and (c) above; (e) if the Order includes professional services (including design, engineering, consulting, or other services of a professional nature), professional liability (errors and omissions) insurance with limits of not less than USD 2,000,000 per claim and in the aggregate; and (f) if Seller or any Permitted Subcontractor accesses Buyer's systems or networks or receives, processes, stores, or transmits Personal Data in connection with the Order, cyber liability (network security and privacy) insurance with limits of not less than USD 2,000,000 per claim and in the aggregate, covering security breaches, privacy liability, data loss, regulatory proceedings, fines and penalties (where insurable), and incident response costs. Prior to commencing performance, Seller shall provide Buyer with certificates of insurance evidencing the foregoing coverage. Seller shall name Buyer and its Affiliates as additional insureds on the policies required under (a) and (b) above. All such policies shall be primary and non-contributory with respect to any other insurance or self-insurance maintained by Buyer or its Affiliates. All policies shall require a minimum of thirty (30) days' prior written notice to Buyer of cancellation or material change. Seller shall cause its insurers to waive all rights of subrogation against Buyer, its Affiliates, and their respective officers, directors, shareholders, employees, and agents, except where prohibited by law. The foregoing insurance requirements do not limit or satisfy Seller's indemnification obligations under these Terms.

21. **Term and Survival**. The Order will continue until completion of delivery and acceptance of the goods and completion and acceptance of the services, unless earlier terminated in accordance with these Terms. Upon termination or expiration of the Order: (a) Seller shall promptly cease all work and deliveries unless Buyer directs otherwise in writing; (b) Seller shall submit a final invoice for conforming goods delivered and accepted and services satisfactorily performed through the effective date of termination; (c) each party shall return or destroy the other party's Confidential Information in accordance with Section 17; and (d) rights and obligations accrued prior to termination remain unaffected. Provisions that by their nature are intended to survive will survive, including Sections 12 through 20, 22 through 30, and 34.

22. **Assignment; Subcontracting**. The Order or any right or obligation under the Order shall not be transferred, assigned, or subcontracted by Seller without the prior written consent of Buyer. For purposes of these Terms, "**Permitted Subcontractor**" means any subcontractor or other third party, other than Seller's own employees, approved in writing by Buyer to perform any part of Seller's obligations under the Order, whether in connection with the supply of goods and/or the performance of services. Seller shall remain fully responsible for the work and performance of each Permitted Subcontractor and for their compliance with these Terms as if Seller had performed such work itself. Any transfer, assignment, or subcontract made without Buyer's prior written consent will be deemed null and void and shall constitute a breach entitling Buyer to terminate the Order pursuant to Section 12. Any change of control of Seller, whether by merger, acquisition, sale of all or substantially all of its assets, or otherwise, shall be deemed an assignment requiring Buyer's prior written consent. Buyer may assign the Order without Seller's consent and shall notify Seller in writing promptly following such assignment; upon such assignment the assignee and Seller shall be the parties to the Order and Buyer will be released from all liabilities and obligations under the Order as though the assignee had been an original party hereto. The Order is binding on and for the benefit of the parties and their respective successors and permitted assigns.

23. **Books and Records**. Seller shall maintain complete and accurate books, invoices, receipts, and records relating to its performance under the Order for seven (7) years, or such longer period as may be required by applicable law or professional standards, whichever is greater. Upon not less than five (5) business days' prior written notice and during normal business hours, Seller shall make such records available to Buyer for inspection, audit, and copying, whether during or after the term of the Order. Seller shall maintain internal accounting controls reasonably designed to ensure transactions relating to the Order are properly recorded and that no off-the-books accounts are maintained. Buyer may perform audits up to two (2) years following completion of Seller's obligations, or such longer period as may be required by applicable law or professional standards. Each party shall bear its own costs in connection with any audit; provided that if an audit reveals a discrepancy or error attributable to Seller, Seller shall reimburse Buyer for the reasonable costs of such audit. If an audit identifies an invoicing error, the parties shall make an appropriate adjustment and any resulting amount owed shall be paid by the owing party within thirty (30) days of the audit findings. Seller shall promptly correct any compliance or record-keeping deficiencies identified by the audit.

24. **Governing Law; Venue**. The Order will be governed by the laws of the State of Delaware, without regard to conflicts of law principles. Each party irrevocably submits to the exclusive jurisdiction and venue of the state and federal courts located in the State of Delaware for any dispute arising out of or relating to the Order. Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction to prevent irreparable harm pending the resolution of any dispute. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply. EACH PARTY HEREBY IRREVOCABLY AND

UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR CLAIM ARISING OUT OF OR RELATING TO THE ORDER, THESE TERMS, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

25. **Regulatory Compliance**. Seller warrants that the goods furnished under this Order are produced in compliance with all applicable governmental and regulatory requirements, including, but not limited to, the Toxic Substances Control Act, the Federal Hazardous Substances Act, and applicable Occupational Safety and Health Administration regulations and standards, each as amended from time to time, and all other applicable laws relating to product safety, chemical content, environmental compliance, and restricted substances. Where Buyer identifies additional product-content, stewardship, labeling, registration, recycling, or other regulatory requirements applicable to the goods in the jurisdiction of sale, delivery, or use, Seller shall comply with such requirements to the extent applicable to the goods supplied under the Order.

26. **Anti-Bribery; Corruption**. In addition to and without limiting Seller's obligations under Section 16, Seller shall comply at all times with all applicable anti-bribery and anti-corruption laws, including the Foreign Corrupt Practices Act of 1977 (United States), as amended, and any other applicable anti-corruption legislation. In connection with the manufacture or supply of the goods, Seller shall not, directly or indirectly, make, promise, authorize, ratify, offer, or take any act in furtherance of any payment or transfer of anything of value to influence, induce, or reward any act, omission, or decision to secure an improper advantage for itself or Buyer. Seller warrants that it has implemented reasonable measures (including an internal anti-bribery and corruption policy) to prevent its Permitted Subcontractors, agents, and other third parties subject to its control or influence from engaging in such conduct. Seller also represents and warrants that it has not made and will not make any facilitating payments, including unofficial or improper small payments or gifts to government officials to secure or expedite routine actions (including transportation, meals, or lodging). Seller shall not retaliate against any person who, in good faith, reports a suspected violation of applicable anti-corruption laws, these Terms, or PFX's Supplier Code of Conduct. Seller shall maintain an internal mechanism for employees to raise compliance concerns, including anonymously where permitted by law.

27. **Labour Standards; Human Rights**. In addition to and without limiting Seller's obligations under Section 16, Seller shall comply with all applicable laws relating to labor, human rights, and ethical business conduct, and shall require its Affiliates and Permitted Subcontractors to do the same. Seller warrants that: (a) it does not use forced, bonded, indentured, trafficked, or child labour anywhere in its direct operations or supply chain, will not require employees to surrender identification documents or financial deposits as a condition of employment, and maintains policies and due diligence procedures to prevent such practices throughout its supply chain; (b) it provides safe and healthy working conditions free from physical, mental, sexual, or verbal abuse or harassment, and does not use corporal punishment or abusive disciplinary practices; (c) it pays at least the applicable minimum wage and legally required benefits and complies with applicable laws on working hours and employment rights; (d) it respects rights to freedom of association and collective bargaining; (e) it does not discriminate on any protected ground, including race, religion, gender, or disability; and (f) neither it nor any of its directors, officers, or employees has been convicted of, or is under active investigation for, any slavery or human trafficking offence. Seller shall notify Buyer in writing of any actual or suspected breach of this Section promptly upon becoming aware, and in any event within five (5) business days, and shall take prompt corrective action.

28. **Data Privacy; Information Security**. If, in connection with the Order, Seller receives, processes, or accesses personal data subject to applicable data protection laws of Buyer's employees, customers, or other individuals ("**Personal Data**"), Seller shall: (a) process Personal Data only as necessary to perform the Order and in accordance with Buyer's written instructions; (b) implement and maintain appropriate technical and organizational measures to protect Personal Data against unauthorized access, disclosure, loss, or destruction; (c) not disclose Personal Data to any third party without Buyer's prior written consent, except as required by law, and ensure that any permitted third party processor is bound by data protection obligations no less stringent than those set out in this Section; (d) notify Buyer without undue delay, and in any event within seventy-two (72) hours, after becoming aware of any actual or suspected security breach involving Personal Data, and cooperate with Buyer in investigating and mitigating the breach; (e) assist Buyer in meeting obligations under applicable data protection laws, including responding to access and correction requests from individuals where required by law; and (f) upon expiration or termination of the Order, or at Buyer's written request, return or securely destroy all Personal Data within ten (10) business days and certify such return or destruction in writing. Seller represents and warrants that it maintains information security policies, procedures, and controls consistent with applicable industry standards.

29. **Amendment**. PFX may amend these Terms at any time by posting an updated version on its corporate website (https://pfxgroup.com/ or a successor URL) or any PFX Member Entity website. Updated Terms apply only to Orders issued on or after the posting date and do not retroactively affect any Order already accepted and in effect. Seller is responsible for reviewing the then-current Terms before accepting any Order, and commencement of performance of an Order constitutes acceptance of the Terms then in effect.

30. **Severability**. If any provision of the Agreement is found by a court of competent jurisdiction or other competent authority to be invalid, illegal, or unenforceable, the other provisions of the Agreement shall remain in full force and effect to the maximum extent permitted by law, and the offending provision shall be modified to the least extent necessary in order to be valid, legal, and enforceable, or if such modification is not possible, such provision shall be severed from the Agreement.

31. **Waiver**. No waiver of any provision of the Agreement shall bind a party unless consented to in writing by that party. No waiver of any provision of the Agreement shall constitute a waiver of any other provision, nor shall any waiver be a continuing waiver, unless otherwise expressly provided in the waiver.

32. **Notices**. All notices under the Order must be in writing and will be deemed given when: (i) delivered by hand; (ii) sent by reputable commercial courier, on the next business day following dispatch; or (iii) emailed with confirmation of receipt, or without receipt of a delivery failure notification, to the notice addresses (or email addresses) specified in the Order or otherwise designated in writing by the receiving party. Notices to Buyer must be sent to the Buyer contact identified in the Order.

33. **Relationship between the Parties**. Buyer and Seller are independent contractors. The Order does not constitute Buyer and Seller as agents, legal representatives, sales representatives, partners, employees, or joint venturers of each other for any purpose. Without Buyer's prior written consent in each instance, Seller shall not issue any press release, make any public announcement, or use Buyer's name, trade name, trademarks or logos in any marketing, promotional or other materials in connection with the Order or the parties' relationship.

34. **Remedies**. All Buyer remedies set forth in these Terms are in addition to, and shall not limit, any other rights and remedies that may be available to Buyer at law or in equity.