



## **SCT TERMS AND CONDITIONS OF SALE**

These terms and conditions of sale (the "Terms") are the only terms that govern the sale of products and the provision of services by St. Clair Technologies ("SCT") to the individual, entity, or party purchasing products and/or services ("BUYER").

1. **GOVERNING TERMS:** These Terms are incorporated into and are a material part of each proposal, quotation, purchase order, acceptance, invoice, release, shipping instruction, email, correspondence, and/or any other document or communication exchanged between SCT and BUYER (collectively, the "Other Documents"), whether expressed verbally, in written form, or electronic communication, relating to Products and/or services; in each case, regardless of whether these Terms are referred to in any Other Document. Notwithstanding anything to the contrary (including in any Other Document), these Terms shall prevail and govern over any other terms and conditions related to the Products and/or services, regardless of when such Other Document or terms and conditions may be provided by BUYER to SCT or SCT to BUYER, and SCT AND BUYER EXPRESSLY OBJECT TO ANY CONTRARY TERMS OR CONDITIONS. Fulfillment of BUYER's purchase order or provision by SCT of any Products or services does not constitute acceptance of any terms and conditions in any Other Document and does not serve to modify or amend these Terms. Unless otherwise identified in an SCT quote, SCT will supply, and BUYER will purchase 100% of BUYER's requirements for the Products or services. The drawings, specifications and statements of work as they are mutually agreed to in writing, together with these Terms and the Quote, constitute the Agreement between the parties.

2. **ACCEPTANCE, PRICE & PAYMENT TERMS:** SCT's quotes are an offer to sell products or services described in the quote regardless of whether the quote is in response to a request for quotation or request for proposal. SCT quotes are valid for thirty (30) days unless provided otherwise in writing by SCT. BUYER's purchase order shall act as an acceptance of the quote and these Terms. All prices quoted by SCT are subject to change without notice until such time that SCT acknowledges in writing BUYER's purchase order. In addition, prices may be adjusted to account for factors that increase SCT's cost of providing the Products to BUYER. Except as otherwise expressly set forth in the applicable invoice, quote, or order acceptance issued by SCT, BUYER shall pay all invoiced amounts due to SCT within thirty (30) days from the date of such invoice, quote, or order acceptance. Payment is to be made in US dollars via electronic funds transfer, with no discount for early payment upon presentation of the invoice to BUYER by SCT, subject to the terms and conditions of payment stated thereon. In the event payments are not received by SCT by the applicable due date, SCT may (a) suspend delivery of all Products and performance of all services until payment has been made in full, and/or (b) charge interest daily at the lesser of a monthly rate of 1.5% or the highest rate permissible by Michigan law on the unpaid balance. BUYER will pay all court costs, attorneys' fees, and other costs and expenses incurred by SCT in collecting past due amounts, including interest. BUYER shall not withhold payment of any amounts due and payable by reason of any setoff of any claim or dispute with SCT. Notwithstanding any contrary provision herein, SCT shall invoice BUYER for any Products which have remained at SCT's facility and/or a third-party logistics warehouse for thirty (30) days or longer.

3. **SALES, USE & OTHER TAXES:** Unless otherwise stated in a quote or invoice, no tariffs, taxes or other trade-related costs (hereinafter collectively "taxes") imposed on the sale by SCT of Products and/or services are included in the quotation or invoice for such Products and/or services (including, but not limited to, sales, use, excise, property or other similar taxes). All such taxes are the responsibility of BUYER, and SCT reserves the right to invoice BUYER for such taxes in the event that SCT is required to pay or collect such taxes. BUYER agrees to indemnify and hold SCT harmless for any such taxes, including penalties and interest resulting from non-payment of such taxes.

4. **TITLE & RISK OF LOSS:** Title to the Products shall pass to BUYER upon payment in full of the purchase price for such Products and/or services. As collateral security for the payment of the purchase price of the Products and/or services, BUYER hereby grants to SCT a lien on and security interest in and to all of the right, title and interest in, to, and under the goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. BUYER agrees to execute any and all documents required or reasonably necessary to perfect such lien and security interest. The security interest granted under this provision constitutes a purchase money security interest under applicable law. Upon delivery of the ordered Products by SCT, or its suppliers, to a carrier for shipment to BUYER, risk of loss shall pass to BUYER. Thereafter, the carrier shall be deemed to be acting for and on behalf of BUYER. and the terms of payment for the ordered Products shall not be affected by

damage to or destruction of the ordered goods. SCT shall not be liable for any delay, loss, or damage in transit, and all claims for delay, loss or damage in transit should be directed to the carrier.

5. **DELIVERY, DELAYS & CANCELLATION:** Delivery terms and locations are as stated in the quote or other document signed by both parties. Delivery dates are estimated and not guaranteed. SCT will use reasonable efforts to meet BUYERs requested delivery dates, provided BUYER has complied with SCT's lead time requirements. In the event that BUYER requests SCT to delay shipment of the ordered Products after SCT's acceptance of BUYER's order, SCT will make commercially reasonable efforts to accommodate BUYER's request. However, the purchase price of the ordered Products shall become due and payable when the Products are ready for shipment. In the event that SCT determines that storage of the ordered Products is needed, SCT will arrange for a suitable location and any charges incurred for storage will be the responsibility of BUYER. BUYER shall have no right to cancel or amend any order once acknowledged or accepted by SCT, unless agreed to in writing by an authorized representative of SCT.

6. **CHANGES:** SCT will have no obligation to implement any changes requested by BUYER including any obligation to supply Products beyond the program duration specific in the quote unless agreed in a writing signed by both parties. To the extent SCT agrees to make any such requested change, the parties will negotiate in good faith and agree upon an appropriate adjustment to the time for performance, an equitable price adjustment, and any other relevant terms. Prior to SCT's obligation to commence work on any change, BUYER shall be required to reimburse SCT for goods, raw material and supplies which become obsolete. If SCT request a change to the goods, manufacturing processes or location, BUYER will not unreasonably withhold, delay or condition its approval of the change request and, in any event, will respond in writing within a reasonable tie not to exceed thirty (30) days after BUYER receives the request. To the extent that SCT's request change offers costs savings and BUYER either fails to respond to the request or unreasonably denies approval for the request, SCT can terminate the Agreement within thirty (30) days written notice to BUYER. If any agreed change is requested and made after the program design freeze date provided by SCT, SCT will not be responsible for any related delays. Buyer may be responsible for cost of validation and production part approval activities and all extraordinary costs necessitated by an accepted change or addition.

7. **SETOFF:** BUYER acknowledges and agrees that it will not setoff, debit or recoup any amount allegedly owed to it by SCT against any amount payable to SCT unless BUYER has provided advanced written notice of the proposed setoff with a detailed explanation for the basis and has received SCT's written agreement to allow the proposed setoff and SCT agrees in writing to the setoff. If BUYER sets off, debits or recoups from amounts payable to SCT without SCT's written consent, SCT will be entitled, in addition to all of its other rights hereunder or otherwise, to withhold shipments of Products until BUYER reverses such improper set off, debit or recoupment.

8. **LIMITED WARRANTY:** SCT expressly warrants products quoted for conformance to specifications, as provided by BUYER i.e. ISO/TS 16949 and the "A.I.A.G. Production Part Approval Process," will be merchantable of good material and workmanship and free of defect for a period of one (1) year. Specifically excluded from SCT's limited warranty are defects or damage caused by unauthorized or improper handling, installation, alteration, repair, maintenance or operation of the Product This product is non-returnable. If any Product fails to conform with these warranties, SCT shall, at its option, credit, repair, or replace the affected Product or refund the purchase price of the affected Product; these are Buyer's exclusive remedies for failure of Products to be as warranted. Notwithstanding anything to the contrary herein, SCT reserves the right to dispute any claims for breach of warranty. All costs of packing and shipping replacement and defective parts shall be paid by BUYER. This limited warranty is void if failure of the equipment or any part has resulted in whole or in part from misuse, accident, abuse, misapplication, improper service, handling, or maintenance, negligence, modifications to the manufacturer's specifications, normal wear and tear, or other inappropriate act or omission by BUYER.

**EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 8, NEITHER SCT NOR ANY PERSON OR ENTITY ON SCT'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, INCLUDING ANY WARRANTIES OF (A) MERCHANTABILITY, (B) FITNESS FOR A PARTICULAR PURPOSE, (C) TITLE, OR (D) NON-INFRINGEMENT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. BUYER ACKNOWLEDGES AND AGREES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY SCT OR ANY OTHER PERSON OR ENTITY ON SCT'S BEHALF. THE REMEDIES SET FORTH IN THIS SECTION 8 ARE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SCT'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS SECTION.**

9. **LIMITATION OF LIABILITY:** NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL SCT OR ANY OF ITS REPRESENTATIVES, UNDER ANY CIRCUMSTANCES, BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, LOSS OF DATA, DIMINUTION IN VALUE, LOST PROFITS OR BUSINESS OPPORTUNITIES, OR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, ENHANCED, OR EXEMPLARY DAMAGES, LOSSES, COSTS, OR EXPENSES WHATSOEVER, OR FOR COSTS OF COVER OR ATTORNEY OR EXPERT WITNESS FEES, REGARDLESS OF WHETHER ANY OF THE FOREGOING WERE FORESEEABLE, WHETHER SCT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND/OR WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER

REMEDY OF ITS ESSENTIAL PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL SCT'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO ANY PRODUCTS AND/OR SERVICES, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT, OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT PAID OR PAYABLE TO SCT BY BUYER PURSUANT TO THE INVOICE FOR THE GOOD(S) UNDER WHICH SUCH LIABILITY AROSE. THIS SECTION EXPRESSLY SURVIVES.

10. **INDEMNIFICATION:** BUYER agrees to indemnify, defend and hold SCT and its affiliates, officers, directors, employees, subcontractors, representatives, agents, successors, and assigns harmless from and against all losses, liabilities, fines, penalties, costs, claims, actions, awards, damages, demands and expenses of whatever type or nature, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under these Terms, and the cost of pursuing any insurance providers (all of the foregoing, "Losses"), relating to, arising out of, or resulting from (a) any negligent act or omission or willful misconduct by BUYER or any of its employees or representatives, (b) any claim or action by BUYER's agents, employees, or subcontractors, and/or (c) the failure of BUYER or its agents, employees or subcontractors to comply with these Terms or any applicable federal, state or local law, statute, regulation, rule, ordinance or government directive which may directly or indirectly regulate or affect the obligation of BUYER hereunder. However, BUYER will not be required to indemnify, defend or hold SCT harmless from or against any Losses only to the extent such Losses proximately arise out of any negligent act or omission by SCT's employees, agents, or subcontractors.

11. **DEFAULT:** In the event of any default or breach by BUYER under these Terms, all obligations of BUYER to SCT shall become immediately due and payable, without notice to BUYER, and SCT may proceed to enforce payment of the same and to exercise any and all of the rights and remedies afforded to SCT under applicable law or under these Terms or otherwise available to it, including those under Section 12 below. In addition to the rights and remedies conferred on SCT by law and these Terms, SCT will not be required to respond to or perform under any purchase order (even if previously accepted) if BUYER is in default with respect to any other purchase order. If SCT at any time, in SCT's sole discretion, doubts BUYER's ability to pay for ordered Products consistent with these Terms, SCT may ship the Products C.O.D. In the event of any default by BUYER under these Terms, SCT may decline, in its sole discretion to make further shipments of Products to BUYER without in any way affecting SCT's rights under these Terms. If, despite any default by BUYER, SCT elects to continue to make shipments of goods, SCT's actions shall not constitute a waiver of any default by BUYER or in any way affect SCT's remedies for such default under these Terms or otherwise.

12. **TERMINATION:** SCT may immediately terminate the Agreement or any part of any order or release as a result of: (a) Buyer's breach, threatened breach, or repudiation of any representation, warranty, covenant, or other term of the Agreement; (b) any assignment for the benefit of creditors or any institution of proceedings in bankruptcy or insolvency by or against Buyer; (c) Buyer's request for accommodation from SCT, financial or otherwise, in order to meet its obligations under the Agreement; (d) Buyer entering or offering to enter into one or more transactions effecting a sale of a substantial portion of Buyer's assets or business or any merger, sales or exchange of equity interests that would result in a change of control of Buyer; or (e) financial or other condition that could, in SCT's sole discretion, endanger Buyer's ability to make required payments or otherwise perform (collectively, the "Default Events"). Upon the occurrence of any of the Default Event, SCT may, at its sole option, do any or all of the following: (i) by notice to terminate this Agreement and any order or release; (ii) take possession of any Products for which SCT has not yet received payment; (iii) recover from Buyer any accrued and unpaid amounts outstanding, which shall be immediately due and payable to SCT. In addition, SCT may terminate the Agreement or all or any part of any order or release, with or without cause, upon delivery of thirty (30) days' advance written notice to Buyer. Following SCT's termination, Buyer shall reimburse SCT, upon receipt of SCT's written demand, for all Products completed in accordance with Buyer's order or release and for any work in progress, raw materials acquired for the manufacture of the Products, and SCT's costs for settling any claims or disputes with its sub-suppliers in connection with component parts, raw materials, or services related to the Products (collectively "Termination Costs"). Under no circumstances shall SCT have an obligation to assist Buyer in any transition of supply of the Products (or substitutes of same) to Buyer or any other vendor, except to the extent otherwise expressly agreed to by SCT, and then, only upon SCT's actual receipt of all Termination Costs owed by Buyer to SCT together with any applicable fees for transition support.

13. **TOOLING:** If SCT manufactures or purchases special tools, dies, or equipment in connection with Buyer's order, such tools, dies, and equipment, unless otherwise agreed to in writing by an authorized representative of SCT, shall remain the exclusive property of SCT, notwithstanding that part of the cost thereof is included as a part of the price specified herein.

14. **CONFIDENTIALITY:** "Confidential Information" shall mean certain information, including but not limited to, product information, product designs, BUYER information, business processes, forecasts, samples, and financial information, whether disclosed in writing, orally, or in any other tangible or intangible form from a party ("Discloser") to another party ("Recipient"). SCT will have no obligation to provide any of its non-public financial or other Confidential Information to BUYER. BUYER will restrict access to and limit disclosure of SCT's Confidential Information to only those of BUYER's employees, directors, officers, and advisors with a need to know the information to accomplish the purpose of this Agreement, provided that they have been instructed and are bound not to disclose the Confidential Information or use it for any purpose other than as permitted under

this Agreement. BUYER will not disclose or transfer any of SCT's Confidential Information, either directly or indirectly, to any other person or entity without the written consent of SCT.

**15. DESIGNATED SUPPLIERS:** If BUYER directs, recommends or requests that SCT use a particular supplier or requires that SCT use a component or material produced by a particular supplier (any such supplier being a "Designated Supplier"). By definition the designation of a specific supplier name or supplier part number specified on any Technical Document provided by the BUYER is considered a Designated Supplier. BUYER is responsible for any additional costs due to the use of a Designated Supplier. BUYER will also be fully responsible for the performance of the Designated Supplier and, to the extent requested by SCT, will resolve all commercial issues, warranty and recall matters, product liability or other claims, and production interruptions arising from or related to the components provided by the Designated Supplier directly with the Directed Supplier and will indemnify, defend and hold SCT harmless from and against any claims, costs, damages, expenses or other liabilities related to these issues.

**16. WAIVER:** Neither the failure nor delay of any party in exercising any right, power or privilege under these Terms or the documents referred to in these Terms will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege. No waiver of any of the provisions of these Terms is effective unless explicitly set forth in writing and signed by the party so waiving.

**17. ENTIRE AGREEMENT:** The provisions of these Terms, including any purchase and security agreement entered into in connection herewith, constitute the entire agreement of the parties and any terms, either oral or written, not specified herein shall not be binding. Additions to or modifications of these Terms shall not be binding on SCT unless made in writing and signed by a duly authorized officer of SCT.

**18. SUCCESSORS AND ASSIGNS:** All terms and conditions set forth in these Terms are and shall be binding upon and inure to the benefit of the parties hereto and on each of their successors and assigns. BUYER shall not assign any of its rights or delegate any of its obligations under these Terms without the prior written consent of SCT. Any purported assignment or delegation in violation of this Section is null and void. No permitted assignment or delegation relieves BUYER of any of its obligations under these Terms.

**19. FORCE MAJEURE:** SCT shall not be liable or responsible to BUYER, nor be deemed to have defaulted or breached these Terms, for any failure or delay in fulfilling or performing any term of these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of SCT, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic (including COVID-19 and any variants), lock-outs, strikes or other labor disputes, failure of suppliers to satisfactorily meet delivery requirements, restraints or delays affecting carriers, inability or delay in obtaining supplies, goods, or materials, or telecommunication breakdown or power outage.

**20. GOVERNING LAW; JURISDICTION:** All matters arising out of or relating to these TERMS are governed by and shall be construed in accordance with the internal laws of the State of Michigan, without giving effect to any choice or conflict of law provision or rule (whether of the state where the Products were delivered or the services were rendered or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Michigan. Any legal suit, action, or proceeding arising out of or relating to these Terms, the goods, or the services shall be instituted only in the United States District Court for the Eastern District of Michigan or, if such court does not have subject matter jurisdiction, the courts of the State of Michigan sitting in Wayne County, Michigan, and any appellate court from any thereof. BUYER irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

**21. SEVERABILITY:** If one or more provisions of the Agreement should be or become invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect, and the parties will substitute the invalid or unenforceable provision with a valid provision that as closely as possible achieves the same business purpose as the invalid or unenforceable provision.

**22. COMPLIANCE WITH LAWS:** In the performance of the Agreement, Buyer and SCT will fully comply with all applicable laws, statutes, rules, regulations, conventions, orders, standards and ordinances, including, without limitation, all Global Trade Laws, all applicable anti-corruption laws, as such acts may be amended from time to time.

**23. AMENDMENT:** These Terms may be unilaterally amended or modified by SCT at any time. Any such amended or modified version of these Terms shall become effective for all purchase orders placed after the date such Terms are amended or modified on the earlier of (a) notice to Buyer or (B) posting to SCT's website.