



SUPPLIER TERMS AND CONDITIONS

These terms and conditions of purchase (the “Terms”) are the only terms that govern the purchasing of products and/or the procurement of services from Supplier (“Supplier”) to St. Clair Technologies, Inc., or its affiliates and/or subsidiaries (“Buyer”).

1. OFFER; ACCEPTANCE; EXCLUSIVE TERMS: Each purchase order (“Order”), together with these Terms and Conditions constitutes an offer by Buyer to the party to whom such Order is addressed (“Seller”) to enter into the agreement it describes, and it shall be the complete and exclusive statement of such offer and agreement. An Order does not constitute an acceptance by Buyer of any offer or proposal by Seller, whether in Seller's quotation, acknowledgement, invoice or otherwise. If any Seller quotation or proposal is held to be an offer, that offer is expressly rejected and is replaced in its entirety by the offer made up of the Order and these Terms and Conditions. Buyer's Order is expressly made in reliance on Seller's assent to all Terms and Conditions hereof. A contract is formed when Seller accepts the offer of Buyer. Each Order shall be deemed accepted upon the terms and conditions of such Order by Seller by shipment of goods, performance of services, commencement of work on goods, written acknowledgement, or any other conduct of Seller that recognizes the existence of a contract pertaining to the subject matter hereof. Acceptance is expressly limited to these Terms and Conditions and such terms and conditions as are otherwise expressly referenced on the face of the Order. No purported acceptance of any Order on terms and conditions which modify, supersede, supplement or otherwise alter these Terms and Conditions shall be binding upon Buyer and such terms and conditions shall be deemed rejected and replaced by these Terms and Conditions unless Seller's proffered terms or conditions are accepted in writing and physically signed by the Director of Supply Chain, notwithstanding Buyer's acceptance of or payment for any shipment of goods or similar act of Buyer. In the event of a conflict between the Order and any prior or contemporaneous agreement or document exchanged between Buyer and Seller, the Order governs.

2. PRICE: Buyer shall not be billed at prices higher than specified on the front of this Order. Seller represents that each price for items sold under this Order is the lowest price charged by Seller during the term of this Order to any other customer for the same or like items in equal or less quantity on similar terms and conditions and that such prices comply with applicable government regulations in effect at time of quotation, sale, or delivery. No price increase shall be effective unless Buyer approves the price increase in advance in writing. Seller shall give Buyer written notice of any proposed price increase ninety (90) days prior to the proposed effective date and shall, upon request, document the basis for its request. Any approved price increase will not apply to items past due on the effective date and Buyer will not approve any retroactive price increases. Seller agrees that any price reduction made in any items

covered by this Order subsequent to the placement of this Order will be applicable to this Order. Buyer may pay all discounts provided for on invoices within the time stated on such invoices, which shall be calculated from the date an acceptable invoice is received or the date that the goods are received, whichever is later.

3. **DELIVERY:** Time and rate of deliveries are of the essence of this Order. Buyer reserves the right to cancel this Order without charge and/or reject the goods because of default by Seller in time or rate of delivery. Seller shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule. Goods arriving to Buyer past due or in advance of Buyer's material delivery schedule may be rejected or returned to Seller at Seller's expense, including any administrative costs plus any costs associated with charge-backs from the Buyer's customers. The Buyer may also chargeback to the Seller lost production time and profit resulting from Seller's lack of timely delivery or performance. Raw material Purchases premium costs, which are incurred due to the seller's failure to deliver on-time or resulting from rejected material will be automatically credited back to the buyer. Premium shipping expenses and/or other related expenses necessary to meet delivery schedules set forth in Releases shall be Seller's sole responsibility, unless the delay or expense was solely the result of Buyer's negligence and Seller provides Buyer with notice of any claim against Buyer within ten (10) days after the occurrence of the alleged negligent action of Buyer giving rise to such claim. Seller shall not reserve a security interest in goods shipped to Buyer. The seller must provide "Certificate of Origin" of the purchased item before first delivery. Title to and the risk of any loss of or damage to the items subject to this Order shall pass from Seller to Buyer F.O.B. Buyer's plant. Passing of title upon such delivery shall not constitute acceptance of the Products by Buyer or relieve Seller of any of its obligations hereunder.

4. **REJECTIONS:** All goods may be subject to inspection and test by Buyer at place of manufacture or at destination or at both. If any goods are found to be defective or in any way not in conformity with requirements of this Order, (including any applicable drawings or specifications), Buyer, in addition to any other rights which it may have under warranties or otherwise, shall have the right to reject and return such goods at Seller's expense and to receive full reimbursement for any such rejected goods as well as any administrative costs, lost production time costs and other associated costs, or upon written request of Buyer, to receive replacement of any such rejected goods without additional cost to Buyer, but Seller shall be responsible for all of buyer's administrative costs and/or lost profit from such initial return goods.

5. **BUYER'S PROPERTY:** Unless otherwise agreed to in writing, layouts, models, all tools, gauges, designs, sketches, drawings, blueprints, patterns, dies, specifications, engineering data or other technical or proprietary information, special appliances, and other equipment or materials of every description furnished to Seller by Buyer, or any materials affixed or attached thereto, shall remain the property of the Buyer ("Buyer's Property"). Such property (and whenever practical, each individual item thereof), shall be plainly marked or otherwise adequately identified by Seller as "property of St. Clair Technologies" and shall be safely stored separate and apart from Seller's property and shall be subject to examination by Buyer. Seller shall not substitute any property for Buyer's Property and shall not use such except in filling Buyer's orders. Buyer's Property, while in Seller's custody or control, shall be maintained in good condition at Seller's expense, shall be held at Seller's risk and shall be kept insured by Seller at Seller's expense in an amount equal to the replacement cost with loss payable to Buyer. Buyer's Property shall be subject to removal at Buyer's written request, in which event Seller shall prepare Buyer's

Property for shipment and shall deliver the same to Buyer in the same condition as originally received by Seller, reasonable wear and tear excepted. Any special tooling, the full cost, or a substantial portion of the cost of which is included in the price of Buyer's orders, shall upon completion of orders become property of Buyer. Seller shall return the same to Buyer or make such other disposition thereof as may be directed or approved by Buyer.

6. **PATENT RIGHTS:** All discoveries, inventions, and designs, whether patentable or subject to copyright, conceived or reduced to practice by Seller or its employees in connection with the supply pursuant to this Order, of any item as to which Buyer furnishes the specifications, shall be promptly disclosed to Buyer, and shall become the property of Buyer. Seller and its employees shall, upon request, execute all papers necessary to assign such discoveries, inventions, and designs to Buyer and to cause at Buyer's expense patent applications to be filed thereon in favor of Buyer. The decision as to whether to file patent applications and to prosecute same shall be made solely by Buyer.

7. **CHANGES:** Buyer shall have the right to make changes in the Order by giving notice to the Seller. If such changes cause an increase or decrease in the amount due under the Order or in the time required for its performance, an equitable adjustment may be made, and the Order shall be modified accordingly. If any quantity ordered on an individual Purchase Order Form or on a Material Delivery Schedule is decreased or canceled by Buyer, it shall be Seller's responsibility to minimize the effects/costs, including diverting material for other uses. Any claim for adjustment must be asserted by the Seller in writing within seven (7) days from the date the change is ordered. Nothing contained in this clause shall relieve the Seller from proceeding without delay in the performance of this Order as changed. Seller shall not make changes in specifications, physical composition of, or processes used to manufacture goods hereunder without Buyer's prior written consent.

8. **ASSIGNMENT AND SUBCONTRACTING:** No assignment of this Order shall be binding upon Buyer until Buyer's written consent thereto is obtained. Seller shall not procure or contract for the procurement of any item covered by this Order in completed or substantially completed form without first securing the written consent of the Buyer.

9. **INDEMNIFICATION:** Seller agrees to indemnify, defend and hold Buyer 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, Seller will not be required to indemnify, defend or hold Buyer harmless from or against any Losses only to the extent such Losses proximately arise out of any negligent act or omission by Buyer's employees, agents, or subcontractors.

10. **WARRANTIES:** By accepting this offer, Seller warrants that all items delivered under this Order will be "merchantable" as defined in 2-314 of the Uniform Commercial Code and free from defects in material and workmanship (including damage due to unsatisfactory packaging by Seller), that all items delivered will be strictly in accordance with Buyer's terms, specifications, drawings, and approved sample, if any,

and to extent such items are not manufactured pursuant to detailed designs furnished by Buyer, that all items will be free from defects in design and suitable for the intended purposes.

11. SURVIVAL OF IDEMNIFICATIONS AND WARRANTIES: Seller's obligations under Paragraphs 9 and 10 hereinabove shall not be deemed to be exclusive, and together with any service warranties and guarantees, if any, shall survive acceptance, of the goods, payment therefore and/or termination, and shall run to Buyer, its successors, assigns, customers and the users of its products.

12. DEFAULTS - BANKRUPTCY – CANCELLATION: Buyer may cancel this Order in whole or in part: (a) if the Seller shall become insolvent or make a general assignment for the benefit of creditors, or a receiver or liquidator for Seller is appointed or applied for, or if Seller admits in writing its inability to pay its debts as they become due, or (b) if any proceeding under any applicable Federal or State bankruptcy or insolvency law is brought by or against Seller, or (c) if, at any time Seller shall default in performance or shall so fail to make progress in the work as to endanger performance hereunder in the sole discretion of Buyer, or (d) if Buyer's customers cancel, (or in any other way render obsolete) requirements for goods specified in this Order. After receipt of notice for any such termination, Buyer, at its option, may require the Seller to transfer title and deliver to Buyer any satisfactorily completed work and such work in process and all associated raw materials as the Seller has specifically produced or specifically acquired for the performance of such part of the Order as has been canceled. Upon any such termination pursuant to this clause, if the cost of completion of the Order is in excess of the contract price, then Seller shall be liable for such excess. However, except with respect to default of subcontractors, the Seller shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Seller. If the failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the control of both the Seller and its subcontractors, and without the fault or negligence of either of them, the Seller shall not be liable for any costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to comply with the Order. The rights and remedies of Buyer provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Order.

13. FORCE MAJEURE: Buyer shall not be liable or responsible to Seller, 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 Buyer, 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, labor, goods, or materials, or telecommunication breakdown or power outage.

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"). Buyer will have no obligation to provide any of its non-public financial or other Confidential Information to Seller. Seller will restrict access

to and limit disclosure of Buyer's Confidential Information to only those of Seller'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. Seller 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. **VERIFICATION:** Buyer has the right at any reasonable time and upon reasonable request to verify any data that the Supplier has submitted under this Agreement.

16. **SET-OFF:** Buyer shall always have the right to set off (deduct from payments) any amount owing from Seller to Buyer.

17. **COMPLIANCE WITH LAWS:** In the performance of the Agreement, Buyer and Seller 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.

18. **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.

19. **AMENDMENT:** These Terms may be unilaterally amended or modified by Buyer 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 Buyer's website.

20. **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.

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. **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. Seller shall not assign any of its rights or delegate any of its obligations under these Terms without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section is null and void. No permitted assignment or delegation relieves Seller of any of its obligations under these Terms.

23. **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 Buyer unless made in writing and signed by a duly authorized officer of Buyer.

24. **INTERNATIONAL TRADE AND NAFTA:** The Supplier agrees to comply with all international trade regulations arising from its contractual obligation and provide Buyer, through its appointed customs specialist, all documentation required for country of origin validation of goods, object and subject of this transaction , including (but not limited to): Statement of Origin, NAFTA (North American Free Trade Agreement) Certificate of Origin current and valid, and/or Manufacturer's Affidavit; as applicable, either in case of requirement from Buyer or any of its subsidiaries, or when such documentation is required by customs authorities.

25. **CTPAT and Authorized Economic Operator AEO (NEEC):** The Supplier agrees to comply with all international trade regulations arising from its contractual obligation and provide Buyer, through its International Trade Compliance specialist, documentation for validation of participation on the CTPAT or AEO programs, Supply Chain Security Assessment Survey, or a statement of minimum supply chain security criteria compliance from a company authorized officer, as applicable.