

RELIABLE SFC, LLC

TERMS AND CONDITIONS OF PURCHASE

1. Applicability; Order of Precedence.

These Terms and Conditions of Purchase (these "Terms") govern all purchases of goods, materials, equipment, parts, and services (together, "Goods") by the Reliable SFC entity identified on the face of the applicable purchase order, release, or other order ("Buyer") from the seller or service provider identified thereon ("Seller") pursuant to any purchase order, release, blanket order, or other order issued by Buyer (each, a "Purchase Order"). These Terms, together with the Purchase Order, constitute the entire agreement between the parties and supersede any prior or contemporaneous written or oral agreement, understanding, representation, or promise, and any pre-printed, standard, or additional terms and conditions contained in or attached to Seller's quotation, acknowledgment, invoice, or similar document, all of which are hereby objected to and rejected, whether or not such terms materially alter these Terms, and none of which will become part of the agreement between the parties unless expressly agreed to in a writing signed by an authorized representative of Buyer. Where Buyer and Seller are parties to a separately negotiated and signed supply agreement, master purchase agreement, or similar agreement that expressly references these Terms, that signed agreement will control to the extent of any conflict with these Terms.

SELLER'S ACCEPTANCE OF THE PURCHASE ORDER IS LIMITED TO THE TERMS OF THE PURCHASE ORDER AND THESE TERMS. SELLER'S ACKNOWLEDGMENT OF THE PURCHASE ORDER, COMMENCEMENT OF PERFORMANCE, OR DELIVERY OF ANY GOODS CONSTITUTES SELLER'S ACCEPTANCE OF THE PURCHASE ORDER AND THESE TERMS IN FULL, AND SELLER'S REJECTION OF, AND OBJECTION TO, ANY ADDITIONAL OR DIFFERENT TERM PROPOSED BY SELLER, WITHOUT NEED FOR FURTHER NOTICE OF OBJECTION BY BUYER.

2. Formation; Acceptance.

The Purchase Order is Buyer's offer to purchase Goods on the terms stated in the Purchase Order and these Terms. Seller must acknowledge or reject the Purchase Order in writing within five (5) business days after receipt; if Seller fails to do so, or commences performance, ships any Goods, or accepts any payment under the Purchase Order, Seller is deemed to have accepted the Purchase Order and these Terms in full. Buyer may revoke or withdraw any Purchase Order not yet accepted by Seller, in its sole discretion and without liability.

3. Price; Most Favored Pricing.

The price for the Goods is the price stated on the face of the Purchase Order and may not be increased without Buyer's prior written consent, regardless of any increase in Seller's costs, including for raw materials, energy, freight, or labor. Seller represents and warrants that the prices charged to Buyer for the Goods are no less favorable than the prices Seller charges any other customer for similar goods or services in similar quantities under similar terms, and Seller will promptly notify Buyer of, and extend to Buyer, any lower price offered to another customer.

4. Payment Terms.

Unless otherwise stated on the Purchase Order, payment terms are net sixty (60) days from the later of Buyer's receipt of a correct invoice or Buyer's acceptance of the Goods. Buyer may withhold payment, in whole or in part, for any Goods that do not conform to the Purchase Order or these Terms, and may withhold or deduct from any payment otherwise due to Seller any amount Seller owes to Buyer or any of Buyer's affiliates under

this or any other transaction. Payment for Goods does not constitute acceptance of the Goods and does not waive any of Buyer's rights or remedies under these Terms. No interest, service charge, or late fee will accrue on any amount Buyer disputes in good faith.

5. Delivery; Time of the Essence.

Time is of the essence with respect to all delivery dates and quantities specified in the Purchase Order. If Seller fails, or it reasonably appears that Seller will fail, to deliver conforming Goods by the delivery date, Buyer may, without liability, (a) require expedited shipment at Seller's expense, (b) purchase substitute goods elsewhere and charge Seller the difference in cost, and/or (c) terminate the Purchase Order, or the affected portion, under Section 20. Seller will notify Buyer promptly in writing of any actual or anticipated delay.

6. Title; Risk of Loss; Shipping.

Unless otherwise specified on the Purchase Order, all Goods will be shipped F.O.B. Buyer's designated destination, freight prepaid by Seller, and title and risk of loss will not pass to Buyer until the Goods are delivered to, and accepted by, Buyer at the designated destination. Seller will comply with Buyer's packaging, marking, and shipping instructions, and will bear the cost of any special packing or handling caused by Seller's failure to comply. Seller will retain, and provide to Buyer upon request, all shipping and customs documentation for the Goods.

7. Inspection; Rejection; Non-Conforming Goods.

Buyer may inspect the Goods at any time before or after delivery and may reject any Goods that do not conform to the Purchase Order, these Terms, or Seller's representations, regardless of whether the nonconformity was discoverable on reasonable inspection. Buyer's payment for, or acceptance or use of, any Goods does not waive Buyer's right to reject nonconforming Goods, revoke acceptance, or pursue any other remedy. Seller will, at Buyer's option and Seller's expense, promptly repair, replace, or refund the price of any rejected Goods, and will bear all costs of return shipment, removal, and reinstallation.

8. Warranty.

Seller warrants that all Goods will (a) conform to the specifications, drawings, samples, and other requirements of the Purchase Order; (b) be new (unless otherwise specified), and free from defects in design, material, and workmanship; (c) be merchantable and fit for the particular purpose for which Buyer has advised Seller the Goods are intended; (d) be free of all liens and encumbrances; and (e) comply with all applicable laws, regulations, codes, and industry standards. This warranty extends to Buyer, its successors, assigns, and customers, and survives inspection, delivery, acceptance, and payment for a period equal to the longer of (i) two (2) years from the date of delivery or (ii) any longer warranty period offered by Seller to any other customer or provided by applicable law. Seller's warranty obligations are not limited to repair, replacement, or refund; Buyer may pursue any remedy available at law or in equity for breach of this warranty, including damages and cover. Seller bears all costs associated with a breach of this warranty, including removal, return freight, replacement, reinstallation, and any resulting downtime or delay costs.

9. Buyer-Furnished Property; Tooling; Buyer-Funded Items.

All patterns, dies, molds, tools, drawings, specifications, materials, and other property furnished by Buyer to Seller, or paid for in whole or in part by Buyer (collectively, "Buyer Property"), are and remain Buyer's sole property. Seller will (a) maintain Buyer Property in good condition, at Seller's expense; (b) insure Buyer Property against loss or damage in an amount equal to its replacement value, with Buyer named as loss payee;

(c) use Buyer Property solely to fulfill Buyer's Purchase Orders and not for the benefit of any other customer; (d) conspicuously mark Buyer Property as Buyer's property; and (e) return Buyer Property to Buyer promptly upon request, or upon completion, termination, or expiration of the applicable Purchase Order, in the condition received, normal wear excepted, freight prepaid.

10. Intellectual Property; Work Product.

All inventions, designs, works of authorship, know-how, and other intellectual property that Seller creates, conceives, or develops in the performance of a Purchase Order, whether alone or jointly with others (collectively, "Work Product"), are works made for hire and are the sole and exclusive property of Buyer. To the extent any Work Product does not qualify as a work made for hire, Seller hereby assigns, and will cause its personnel to assign, all right, title, and interest in the Work Product to Buyer, and will execute any documents reasonably requested by Buyer to perfect that assignment. Seller grants Buyer a perpetual, irrevocable, royalty-free, worldwide license to use Seller's pre-existing intellectual property to the extent incorporated into the Goods or reasonably necessary for Buyer to use, maintain, repair, or have made the Goods.

11. Confidentiality.

All specifications, drawings, designs, pricing, forecasts, and other non-public information disclosed by Buyer to Seller in connection with a Purchase Order ("Buyer Confidential Information") is confidential and remains Buyer's property. Seller will not disclose Buyer Confidential Information to any third party, or use it for any purpose other than performing the Purchase Order, without Buyer's prior written consent, and will return or destroy all Buyer Confidential Information upon Buyer's request. Seller will not disclose the existence or terms of any Purchase Order, or use Buyer's name, trademarks, or logos, in any publicity, advertising, or promotional material, without Buyer's prior written consent.

12. Indemnification.

Seller will indemnify, defend, and hold harmless Buyer, its affiliates, and their respective officers, employees, agents, successors, and assigns (collectively, "Buyer Indemnitees") from and against any and all claims, demands, suits, judgments, losses, damages, fines, penalties, costs, and expenses, including reasonable attorneys' fees and defense costs, arising out of or related in any way to (a) any actual or alleged defect in, or nonconformance of, the Goods; (b) any actual or alleged infringement or misappropriation of any patent, copyright, trademark, trade secret, or other intellectual property right by the Goods or Seller's performance; (c) any act or omission of Seller, its employees, agents, or subcontractors in connection with a Purchase Order; or (d) any breach by Seller of a Purchase Order or these Terms, in each case regardless of whether such claim is caused or contributed to by the negligence (whether sole, joint, or concurrent) of any Buyer Indemnitee, except to the extent such claim is finally determined by a court of competent jurisdiction to have resulted solely from the gross negligence or willful misconduct of Buyer. **SELLER'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION ARE NOT SUBJECT TO, AND ARE NOT LIMITED OR CAPPED BY, SECTION 22 (LIMITATION OF LIABILITY) OR THE PRICE OF THE GOODS.**

13. Insurance.

Seller will, at its own expense, maintain (a) commercial general liability insurance, including products-completed operations and contractual liability coverage, with limits of not less than \$5,000,000 per occurrence; (b) workers' compensation insurance as required by applicable law; (c) automobile liability insurance if Seller transports Goods; and (d) if Seller provides Work Product or services, professional liability or errors and omissions insurance, in each case naming Buyer and its affiliates as additional insureds, with a waiver of

subrogation in Buyer's favor. Seller will furnish Buyer with a certificate of insurance evidencing such coverage upon request, and will provide Buyer at least thirty (30) days' prior written notice of any cancellation or material reduction in coverage.

14. Compliance with Laws; Codes and Standards.

Seller will comply with all applicable federal, state, local, and foreign laws, regulations, codes, and standards in the manufacture, sale, and delivery of the Goods, including those relating to product safety, environmental protection, and occupational health and safety, and will ensure that the Goods comply with all applicable codes and standards for their intended use (including, where applicable, NFPA and other fire-protection and life-safety codes and standards). Seller will provide Buyer, upon request, all certifications, test reports, safety data sheets, and other documentation necessary to demonstrate such compliance.

15. Counterfeit Parts; Traceability.

Seller will procure all Goods, and all components thereof, directly from the original manufacturer or an authorized distributor, and will maintain documentation sufficient to establish an unbroken chain of traceability to the original manufacturer. Seller warrants that no Goods delivered under a Purchase Order are counterfeit, remanufactured, refurbished, or otherwise not genuinely new, unless expressly disclosed to and approved by Buyer in writing. If any Goods are found to be counterfeit or non-genuine, Seller will, at its own expense, promptly replace such Goods with genuine, conforming Goods and reimburse Buyer for all resulting costs, including removal, replacement, and any resulting recall, downtime, or liability, and such Goods will not be returned to Seller.

16. Supply Chain Compliance.

Seller represents and warrants that it complies, and will cause its subcontractors and suppliers to comply, with all applicable laws and Buyer's then-current policies (available upon request) relating to conflict minerals, forced or child labor, human trafficking, and responsible sourcing. Seller will, upon request, provide Buyer with information reasonably necessary for Buyer to comply with its own supply-chain disclosure obligations under applicable law.

17. Recalls; Product Safety.

If any Goods become the subject of a recall, field action, safety notice, or similar corrective action, whether initiated by Seller, Buyer, or a governmental authority, and the recall arises from a defect or nonconformance in the Goods, Seller will bear all costs of the recall, including notification, retrieval, replacement, and disposal costs, and will cooperate fully with Buyer in conducting the recall.

18. Changes.

Buyer may, at any time by written notice, make changes to a Purchase Order, including changes to specifications, drawings, quantities, delivery schedule, packaging, or place of delivery. If any such change increases or decreases the cost of, or time required for, Seller's performance, Buyer will make an equitable adjustment to the price or delivery schedule, provided Seller asserts its claim for adjustment in writing within ten (10) days after receipt of the change notice; Seller's failure to timely assert such a claim waives any right to an adjustment. Seller will continue to perform the Purchase Order as changed pending resolution of any adjustment claim.

19. Termination for Convenience.

Buyer may terminate any Purchase Order, in whole or in part, for its convenience at any time upon written notice to Seller. Upon such termination, Seller's sole remedy is payment for (a) conforming Goods actually delivered to and accepted by Buyer prior to termination, at the Purchase Order price, and (b) Seller's reasonable, documented, unrecoverable direct costs actually incurred in performing the terminated portion of the Purchase Order prior to the effective date of termination, less the value of any Goods, materials, or Buyer Property that can be used, sold, or returned. Seller is not entitled to lost profits, anticipated profits, or any other damages as a result of a termination for convenience. Seller will stop work immediately upon receipt of a termination notice and will take all reasonable steps to mitigate any further costs.

20. Termination for Cause.

Buyer may terminate a Purchase Order immediately upon written notice, without liability to Seller, if Seller (a) fails to deliver conforming Goods when and as required; (b) breaches any material provision of the Purchase Order or these Terms and fails to cure within five (5) days after notice; (c) becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to any bankruptcy, insolvency, or receivership proceeding; or (d) is debarred, suspended, or otherwise deemed ineligible to do business with any governmental authority. In addition to any other remedy, Buyer may purchase substitute goods elsewhere and recover from Seller the difference between the cost of the substitute goods and the Purchase Order price, together with any incidental and consequential damages resulting from Seller's default.

21. Force Majeure.

Buyer's obligation to accept and pay for Goods will be excused for any period during which Buyer's performance is prevented or delayed by causes beyond Buyer's reasonable control. Seller's obligation to deliver conforming Goods on schedule will not be excused by any event except a genuine act of God, war, or governmental action directly prohibiting performance, and then only for so long as, and to the extent that, such event actually prevents performance and Seller has been unable, despite diligent effort, to obtain the Goods or components from an alternate source. Seller's inability to obtain financing, raw materials, or favorable pricing is not a force majeure event. If Seller's performance is delayed for more than thirty (30) days for any reason, Buyer may terminate the affected Purchase Order under Section 20 or procure substitute goods under Section 5, in either case without prejudice to any other remedy.

22. Limitation of Liability.

BUYER'S TOTAL LIABILITY TO SELLER UNDER OR IN CONNECTION WITH A PURCHASE ORDER, HOWEVER ARISING, WILL NOT EXCEED THE PURCHASE ORDER PRICE OF THE GOODS GIVING RISE TO THE CLAIM, AND BUYER WILL NOT BE LIABLE TO SELLER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND. THE FOREGOING LIMITATION DOES NOT APPLY TO, AND SELLER'S LIABILITY TO BUYER IS NOT LIMITED OR CAPPED IN ANY RESPECT WITH RESPECT TO, (A) SELLER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 12, (B) BREACH OF SELLER'S WARRANTY, CONFIDENTIALITY, OR INTELLECTUAL PROPERTY OBLIGATIONS, (C) SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (D) ANY DAMAGES ARISING FROM COUNTERFEIT OR NON-GENUINE GOODS, OR (E) SELLER'S OBLIGATIONS UNDER SECTION 34.

23. Liens.

Seller will keep Buyer's premises, and the Goods, free and clear of all liens, security interests, and other encumbrances arising from Seller's performance, and will promptly discharge, bond off, or otherwise remove

any such lien at Seller's expense within ten (10) days after Buyer's request. Buyer may withhold payment otherwise due to Seller in an amount sufficient to protect Buyer against any such lien until it is discharged.

24. Set-Off.

Buyer may set off, deduct, or withhold any amount Seller owes to Buyer or any of Buyer's affiliates, whether arising under a Purchase Order or otherwise, against any amount Buyer owes to Seller. Seller may not set off, deduct, or withhold any amount against sums due to Buyer without Buyer's prior written consent.

25. Audit Rights.

Buyer and its representatives may, upon reasonable notice and during normal business hours, audit and inspect Seller's facilities, records, processes, and quality systems relating to the performance of a Purchase Order, to verify Seller's compliance with the Purchase Order, these Terms, and applicable law. Seller will retain records relating to a Purchase Order for at least four (4) years after final delivery or completion.

26. Supply Continuity.

Seller will maintain manufacturing capacity, raw material inventory, and business continuity plans sufficient to meet Buyer's forecasted requirements, and will promptly notify Buyer in writing of any actual or anticipated event that may materially affect Seller's ability to supply Goods, including facility closures, financial distress, loss of key personnel, or supply chain disruption. Seller will not discontinue production of any Goods without providing Buyer at least one hundred eighty (180) days' prior written notice and a reasonable last-time-buy opportunity.

27. Subcontracting; Assignment.

Seller may not subcontract any material portion of its performance, or assign a Purchase Order or any right or obligation under it, without Buyer's prior written consent, and any purported subcontract or assignment in violation of this Section is void; Seller remains fully responsible for the acts and omissions of any permitted subcontractor as if performed by Seller itself. Buyer may assign a Purchase Order, or any right or obligation under it, without Seller's consent, including to an affiliate or in connection with a merger, reorganization, or sale of assets.

28. Export/Import Compliance; Anti-Bribery.

Seller will comply with all applicable export control, import, sanctions, and anti-boycott laws and regulations, and with the U.S. Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws, in connection with its performance of a Purchase Order. Seller represents and warrants that no payment or thing of value has been or will be offered, promised, or given, directly or indirectly, to any government official or other person in violation of applicable law in connection with a Purchase Order. Seller will provide Buyer with any export control classification, country of origin, and related compliance information necessary for Buyer's own import, export, or customs compliance.

29. Third-Party Beneficiaries.

A Purchase Order and these Terms are for the benefit of Buyer and Seller and, where expressly stated (including in Sections 8 and 12), Buyer's affiliates and customers. Except as so stated, no other third party is an intended beneficiary of a Purchase Order or these Terms.

30. Time Limitation to Bring Action; Waiver of Jury Trial.

No provision of a Purchase Order or these Terms shortens the period within which Buyer may bring a claim against Seller below the period provided by the applicable statute of limitations, and any such provision proposed by Seller is rejected. **EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO A PURCHASE ORDER OR THESE TERMS.**

31. Governing Law; Venue.

These Terms, and all Purchase Orders issued by a Buyer entity organized in the United States, will be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its conflict of laws principles. The parties irrevocably submit to the exclusive jurisdiction of the courts located in DuPage County, Illinois (or, if federal subject matter jurisdiction exists, the United States District Court for the Northern District of Illinois), for any action arising out of or relating to a Purchase Order or these Terms, and waive any objection to venue or forum non conveniens. For Purchase Orders issued by a Buyer entity organized outside the United States, these Terms will instead be governed by, and the parties submit to the exclusive jurisdiction of the courts located in, the jurisdiction in which that Buyer entity is organized.

32. Notices.

Any notice required or permitted under these Terms must be in writing and delivered by email (with confirmation of receipt), nationally recognized overnight courier, or certified mail, to the address or email address specified on the face of the Purchase Order or otherwise designated in writing by the receiving party. Notice is effective upon receipt.

33. Miscellaneous.

These Terms, together with the applicable Purchase Order, constitute the entire agreement between the parties with respect to their subject matter and supersede all prior agreements and understandings, whether written or oral; no other duty or obligation, including any implied duty of good faith beyond the express terms hereof, will be implied against Buyer. Buyer's failure to assert, or delay in asserting, any right under a Purchase Order will not be deemed a waiver of that right, nor will any waiver of any provision be implied from Buyer's acceptance of any Goods or payment, or from any course of dealing between the parties. If any provision of these Terms is held illegal, invalid, or unenforceable, that provision will be deemed stricken solely to the extent necessary, and all other provisions will remain in full force and effect. The provisions of Sections 8 through 17, 22 through 32, and 34, together with any other provision that by its nature is intended to survive, will survive completion, termination, cancellation, or expiration of any Purchase Order. Headings are for convenience only and do not affect interpretation.

34. Payment Instructions; Security Incidents.

(a) Security Incidents. "Security Incident" means any actual or reasonably suspected unauthorized access to, compromise of, or use of the email accounts, information systems, networks, or credentials of Seller or its subcontractors, including business email compromise, account takeover, and impersonation of Seller or its personnel, that affects or could reasonably be expected to affect communications with Buyer, Seller's invoices or remittance instructions, or Buyer's payments to Seller. Seller will maintain commercially reasonable administrative, technical, and physical safeguards designed to prevent Security Incidents, including multi-factor authentication on email and other systems used to communicate with Buyer or issue invoices. Seller will notify Buyer without undue delay, and in any event within twenty-four (24) hours, after Seller discovers or reasonably suspects a Security Incident. Seller will give that notice by telephone to Buyer's purchasing or accounts payable

contact, followed promptly by written notice under Section 32 sent from an account or system not affected by the Security Incident. Seller will cooperate fully with Buyer in investigating and mitigating any Security Incident and will provide such information as Buyer reasonably requests.

(b) Changes to Payment Instructions. Seller may change its remittance address, bank account, or other payment instructions only by a written request signed by an authorized representative of Seller. Buyer may verify that request through a telephone call to a Seller contact previously known to Buyer, independent of the contact information in the request, or by such other procedures as Buyer reasonably determines. Buyer may delay any payment, without liability and without such payment being deemed late, until Buyer has verified a requested change to its satisfaction. Buyer's verification procedures are for Buyer's sole benefit and do not shift to Buyer any risk allocated to Seller under this Section.

(c) Effect of Payment; Misdirected Payments. Any payment Buyer makes (i) in accordance with payment instructions then on file with Buyer for Seller, (ii) in accordance with changed instructions verified under paragraph (b), or (iii) in good-faith reliance on instructions or communications that reasonably appear to come from Seller and that Buyer received before Buyer received Seller's notice of the relevant Security Incident under paragraph (a), will discharge Buyer's payment obligation to the extent of the amount paid, even if the payment is misdirected to an account not owned or controlled by Seller. Seller bears all risk of loss from any such misdirected payment, will not seek payment from Buyer of any amount so discharged, and will look solely to the recipient and any other responsible third party for recovery; provided that this paragraph does not apply to the extent a misdirection resulted solely from a compromise of Buyer's own information systems. Buyer will reasonably cooperate, at Seller's expense, in Seller's efforts to recover misdirected funds, and Buyer will remit to Seller any such funds that Buyer actually recovers, net of Buyer's costs of recovery.

(d) Indemnity. Without limiting Section 12, Seller will indemnify, defend, and hold harmless the Buyer Indemnitees from and against all losses, damages, costs, and expenses, including reasonable attorneys' fees and costs of investigation and recovery, arising out of or related to any Security Incident, any payment misdirected as a result of a Security Incident or impersonation of Seller, or Seller's breach of this Section, including any amount Buyer is required to pay again to Seller or to any third party.