STANDARD TERMS OF PURCHASE

A. CONTROLLING DOCUMENTS, THE AGREEMENT. This Agreement will take precedence over any Supplier quote, acknowledgement or other Supplier form or document. Except to the extent modified by SENVIAS's PO or by mutual agreement through a Supply Agreement (hereinafter "SA"), the terms and conditions in this Agreement will apply to all SAs between the parties and POs placed by SENVIAS with Supplier for all SENVIAS sites. SENVIAS's POs and/or SAs may include or include by reference specifications (the "Specifications"), drawings and other terms, which may modify or be in addition to the terms of this Agreement. If the Supplier's quotation or proposal is referred to in a PO and/or attached to the PO, the intent of such reference or attachment is only to specify the nature and description of the Products ordered and only to the extent that such terms are consistent with this Agreement. Conflicting terms and conditions in any document generated by Supplier will be disregarded in favor of this Agreement. This Agreement can only be amended by a writing signed by both parties.

B. AVAILABILITY. Supplier represents that it can provide the Products in a timely fashion in accordance with the terms of this Agreement, the relevant SA and/or SENVIAS's PO.

C. CHANGES. SENVIAS may request changes in specifications or drawings, or to increase or decrease the quantities of Products originally ordered by submitting a written change order. If any such changes require changes to design, fabrication methods, or alters the amount due or delivery schedules, then Supplier must immediately notify SENVIAS in writing, within five (5) business days, so that SENVIAS can decide whether to proceed with the requested change and also so that SENVIAS and Supplier can mutually agree upon revised costs and/or performance schedules.

D. PRICING & SALES TAXES. Pricing will be as specified in the relevant SA or PO. Pricing shall exclude all sales taxes. Applicable taxes and those which SENVIAS agrees to be responsible for, if any, sha l be shown separately on the invoice.

E. PAYMENT TERMS; INVOICING REQUIREMENTS. Supplier agrees to payment terms equivalent to EOM+ 90 days from the time Products are received at a SENVIAS Operating Location. If the agreed incoterm is named at a location other than a SENVIAS Operation Location, the payment terms will be adjusted according to the incoterm table E.1 below to equal the equivalent of EOM+90 days upon receipt of goods at a SENVIAS Operating Location. Supplier shall not be entitled to submit any invoices to SENVIAS until material transfer in accordance with the incoterm specified in the relevant SA or PO.

1. **Incoterm Table**

Incoterm	Specified Incoterm Location*	Payment Terms
FCA	International	EOM + 90 Days
	Domestic	EOM + 90 Days
CIF	Domestic Regional Port	Net 60 Days
DAP/DDP	Senvias Operating Location	Net 60 Days

*Specified Incoterm Location relative to the Operating Location receiving the goods

1. Invoice Requirements. Supplier's invoice must be issued no later than ninety (90) days after receipt of Products by SENVIAS. SENVIAS shall be entitled to reject Supplier's invoice without liability if it fails to include the Purchase Order number, correct order quantity, unit price, delivery date, specified delivery point, or is issued after the time set forth above or is otherwise inaccurate. Each party will promptly notify the other party in the event of an invoice dispute. The parties will work together in good faith to resolve all invoice disputes. Supplier will not cease or suspend any Product shipments while the parties are working towards resolution of any invoice dispute. SENVIAS shall be entitled at any time to set-off any and all amounts owed by Supplier or a Supplier Affiliate to SENVIAS or a SENVIAS Affiliate, on this or any other order or agreement.

2. Financial Audit Rights. Supplier will maintain records and accounting procedures sufficient to support invoices consistent with the process control requirements of Section 404 of the Sarbanes- Oxley Act of 2002. Supplier's records pertaining to the performance of this Agreement, the relevant SA and/or PO may be subject, after reasonable notice and during normal business hours, to inspection and audit by SENVIAS. Supplier will preserve and make available such records for two years from the later of (i) the conclusion of the term, or (ii) the final payment pursuant to this Agreement or any PO.

F. TITLE & RISK OF LOSS, SHIPPING. Time of delivery is of the essence. Unless specified in a PO or SA, title to any Products sold under this Agreement and risk of loss will pass to SENVIAS when shipments are received by SENVIAS at the SENVIAS Operating Location as set forth in the PO. Supplier will suitably insure, pack, mark and ship materials in accordance with SENVIAS's reasonable instructions and in accordance with governing laws, and, if so instructed by SENVIAS, will meet the transportation requirements of common carriers to secure the lowest transportation costs. If at any time prior to shipment it becomes known that Products may not meet confirmed delivery SENVIAS Inc. – Website Standard Terms of Purchase - 2024 1 date, Supplier agrees to exercise commercially reasonable efforts to make an on-time delivery, including but not limited to expediting materials and all associated costs, to meet such confirmed delivery date. In instances of pending late deliveries, SENVIAS reserves the right to arrange for expedited shipment and

the Supplier agrees to reimburse SENVIAS for additional costs either payable to SENVIAS or as part of future invoice withholdings.

G. **INSPECTION AND ACCEPTANCE.** SENVIAS will be given a reasonable opportunity to inspect Products and work completed for specification non-compliance, physical damage, visible defect, packaging integrity problems, and shortage. SENVIAS will have one hundred twenty (120) days from the time any latent or hidden defects in Products are brought to SENVIAS's attention to notify Supplier of such defect. If Products do not conform to the Specifications, or are otherwise defective, SENVIAS will notify Supplier and offer Supplier a reasonable opportunity to remedy (not to exceed five (5) business days). Alternatively, SENVIAS may, at its sole election and following notice to Supplier, return non-conforming Products to Supplier at Supplier's expense, and receive either a credit or refund of purchase price for the nonconforming Products that have been received by Supplier. If SENVIAS elects to return the non-conforming Products, it does not waive any other remedies that may be available at law or at equity. SENVIAS's review of drawings does not constitute approval and will not relieve Supplier of responsibility for compliance with a l Specifications, laws, codes or regulations as applicable in performing this Agreement or any PO. SENVIAS has the right to reject Products if no more than 70% of shelf life remains upon receipt at SENVIAS Operating Location.

H. **RIGHT TO REMEDY.** If the Supplier does not timely modify, adjust, repair or replace defective or non-conforming Products within five (5) days of written notice of such defect/non-conformance, or if any emergency exists rendering it impossible or impractical for SENVIAS to have the Supplier remedy such defect or non-conformance, then SENVIAS, after notice to the Supplier, may at its option and without prejudice to any other rights or remedies that may be available to it, make or cause to be made such modification, adjustment, repair or replacement, in which case the Supplier will reimburse SENVIAS for its costs or, at SENVIAS's option, SENVIAS can offset such costs against any amounts owing to Supplier.

I. **QUALITY & WARRANTY.**

1. **Quality Statement**. Supplier agrees to comply with the Quality Statement available on SENVIAS's website and which may be updated at SENVIAS's discretion from time to time. This Quality Statement supersedes all Quality Statements signed by Supplier prior to the date of this Agreement. The Quality Statement applies on a global basis and includes all products sold by Supplier to SENVIAS at all sites. The expectations outlined in the Quality Statement, including but not limited to Key Performance Indicators, are essential to SENVIAS's operations. Suppliers are expected to meet such standards on a continuous basis and non-compliance to such standards may result in action or re-evaluation of Supplier's status.

2. **Warranty.** SENVIAS relies upon Supplier's expertise in designing and/or manufacturing Products and Supplier represents, warrants and covenants that, for a period of no less than twenty-four (24) months from the date upon which the Products are put into use, or from the date when the Performance Guarantees set

forth in the PO have been achieved, whichever occurs later (the "Warranty Period"), that

a. Products will be (i) consistent with or greater than prevailing industry standards of quality, (ii) appropriate and fit for any specified application and suitable for the purpose for which they are intended as specified in the relevant SA and/or PO, (i) free from defects in design (to the extent Supplier provides design services), material and workmanship; (iv) compliant with a l specifications applicable to the PO and/or SA; and (v) comply with all applicable regulations and laws; and
b. any services comprising the Products will be (i) professionally and competently performed in a manner consistent with or greater than prevailing industry standards of quality; (i) appropriate for any specified application and suitable for the purpose for which they are intended, and (i) free from defects in design, material and workmanship.

3. **Performance Guarantee Clarification**. For the purpose of determining whether Products are defective or nonconforming (resulting from faulty design, material and/or workmanship), Performance Guarantees that are specified in a SA and/or PO are not achieved until the defect or non-conformity is remedied and the Products or services are performing within all specifications set forth in the SA and/or PO.

4. **Safety and Regulatory Requirements.** The Products supplied by Supplier shall meet al OSHA, and other Federal and State laws, rules, regulations and other regulatory agency requirements. Any electrical panels, controls, or devices supplied with the equipment must display a UL or other approved independent testing lab label to meet applicable Federal, State and local laws. Product design DBA ratings must also be provided.

5. **Replacement of Products**. If Products do not comply with the warranty set forth in Section I (2), above or any defect develops under normal or proper operation as per Supplier's instructions, during the Warranty Period, Supplier will provide, at its sole expense, technical expertise and the parts, materials and equipment, and labor, including freight and "in/out" costs, necessary to remedy any defect or nonconformity by promptly removing, repairing, correcting or replacing and reinstalling any defective or nonconforming part or component. Supplier acknowledges that defects in the Products discovered during the Warranty Period that were latent defects and not discoverable during the incoming inspection: (i) will require SENVIAS's products to be destroyed and will render SENVIAS's products unusable; (ii) the Product cannot be removed, repaired, SENVIAS Inc. – Website Standard Terms of Purchase - 2024 2 corrected, replaced and/or installed without resulting in SENVIAS's product being destroyed and rendered unusable; and (iii)

Supplier will indemnify SENVIAS for all costs, damages and expenses related to such defect in accordance with Section K of this Agreement.

6. **Rework of Services**. If any services do not comply with the warranty set forth in Section I (2), above, during the Warranty Period, Supplier will re-perform the services, without cost of any kind to SENVIAS.

7. **Technical Support.** During the Warranty Period, Supplier will provide al warranty service and telephone support, including after-hour technical support, at its own cost. Supplier will provide technical support to promptly address any equipment breakdowns, product defects, or safety incidents. During the useful life of the Products, reasonable telephone support during normal business hours is included in the purchase price.

J. **REPRESENTATIONS. TIME IS OF THE ESSENCE**. Supplier represents and warrants that: (a) it has full power and authority to enter into the relevant SA, if applicable, and this Agreement and to perform its obligations; (b) this Agreement and the relevant SA, if applicable, constitutes a legal, valid, and binding obligation of the Supplier, enforceable against the Supplier in accordance with its terms; (c) it has good and marketable title to Products delivered to SENVIAS and that Products will be free from a l liens and encumbrances; (d) the Products do not infringe any patent, copyright, trademark, trade dress or other intellectual property right of any third party; (e) if any services are provided, Supplier has assured that it's employees or subcontractor providing services are adequately skilled and experienced; and (f) there is no past, threatened, pending or proposed future litigation, dispute, or claim that might prevent Supplier from fulfilling its obligations under the relevant SA, if applicable, and this Agreement. Further, Supplier represents and warrants that the signing and delivery of the relevant SA, if applicable, and this Agreement by the Supplier and the performance by the Supplier of all of the Supplier's obligations under the agreement(s) will not: (a) breach any agreement to which the Supplier is a party, or give any person the right to accelerate any obligation of the Supplier; (b) violate any law, judgment, or order to which the Supplier is subject; or (c) require the consent, authorization, or approval of any person, including but not limited to any governmental body. Time is of the essence and the Supplier represents that it can provide the Products in accordance with the quantities and delivery schedule specified by SENVIAS and specifications set forth in a SA and/or PO. If Supplier fails to deliver the Products in accordance with the delivery schedule, the parties agree the delay will cause serious damage to SENVIAS and Supplier shall pay SENVIAS an amount equal to one percent (1%) of the total price of the Products that are subject to the delay every day of the delay as liquidated damages.. The parties agree that quantifying losses arising from Supplier's delay is inherently difficult, if not impossible, and agree this sum is agreed upon as liquidated damages and not as a penalty. The sum represents a reasonable measure of damages based upon the parties' experience in the industry and given the nature of the losses that may result from delay.

K. **INDEMNITY**. Supplier will hold harmless, defend and indemnify SENVIAS, and its affiliates, agents, employees, officers, directors, successors, and assigns, against any and all third-party claims for damages, fines, penalties, costs, liabilities, losses, or expenses (including but not limited to sums paid in settlement of claims, reasonable attorneys' and consultant fees, and expert fees) (collectively, "Claims") arising from: (a) a breach of representations or warranties made in a SA, this Agreement and/or any PO; (b) bodily injury, death, and property damage; and (c) Supplier's negligence or misconduct. SENVIAS will promptly notify Supplier of any such Claim in writing. In the event that a subcontractor is used by Supplier, Supplier is responsible for the performance of the subcontractor and will indemnify and hold SENVIAS harmless in the event of any omission and any negligent, reckless or intentional misconduct by the subcontractor. In addition, Supplier represents and warrants that its subcontractor has complied with a l the insurance requirements set forth in this Agreement including the naming of SENVIAS as an additional insured if applicable. Supplier agrees not to employ the services of a subcontractor to perform the Services without first obtaining SENVIAS's written consent.

L. **INTELLECTUAL PROPERTY**. Supplier will indemnify and hold harmless SENVIAS, its affiliates, successors, assigns, officers, directors, agents and employees (collectively, "SENVIAS Indemnified Parties") from any and a l Claims arising out of any charge that the manufacture or sale of any Products, or the use thereof, by a SENVIAS Indemnified Party or its customers constitutes an infringement of any patent, copyright, moral right, trade secret, trademark, service mark, or other intellectual property right of any third party; provided, that this indemnity will not apply to Products for which SENVIAS both provided and controlled the detailed design of such Product. If because of infringement claims any SENVIAS Indemnified Party's use of Products provided by Supplier is enjoined, Supplier will, at its own expense, either procure for the SENVIAS Indemnified Party the right to continue using the Products or, after consulting with SENVIAS and obtaining SENVIAS's consent, replace or modify the Products with substantia ly similar and functionally equivalent non-infringing Products.

M. **GOVERNING LAW; VENUE**.

This Agreement, any SA and all POs are governed by the laws of the State of Delaware, without giving effect to any conflict-of-law principles. Any action or proceeding arising out of this Agreement, a SA or a PO will be litigated in courts located in Delaware and each party consents and submits to the jurisdiction of any local, state, or federal court located in New Castle County, Delaware. The prevailing party in any such suit will recover all of its litigation costs including reasonable attorneys' fees. The parties will have all remedies available to them at law or in equity. A l available remedies are cumulative and may be exercised singularly or concurrently. The parties will use reasonable efforts to resolve any disputes related to this Agreement, any SA and all POs, the terms of which will be agreed to in good faith by the parties. If not resolved within sixty (60) business days after commencing discussion, the parties will attempt in good faith to resolve the dispute through non-binding

mediation. If, after ninety (90) business days, the dispute has not been resolved, the parties may mutually agree to continue the mediation, agree to arbitration, or file an action in court.

N. LIENS. At all times, Supplier will keep SENVIAS's property free of liens arising out of the Products delivered hereunder. SENVIAS may withhold SENVIAS Inc. – Website Standard Terms of Purchase - 2024 3 any payment otherwise due Supplier until Supplier submits proof of waiver of any lien, in a form satisfactory to SENVIAS, that all lienable claims have been fully paid.

O. SUBCONTRACTORS. In the event that a subcontractor is used by Supplier, Supplier is directly responsible for the performance of such subcontractor and will indemnify, defend, and hold the SENVIAS Parties harmless in the event of any omission or any negligent, reckless or intentional misconduct by the subcontractor. In addition, Supplier represents and warrants that its subcontractor has complied with al the insurance requirements set forth in this Agreement including the naming of SENVIAS as an additional insured if applicable. Supplier agrees not to employ the services of a subcontractor to perform the Services without first obtaining SENVIAS's written consent.

P. COMPLIANCE. In performing this Agreement, a SA or a PO, Supplier will comply with all applicable federal, state, national and/or provincial laws, regulations, ordinances, permits and orders, including those regarding labeling, environmental, health, safety, child welfare, nondiscrimination, wage & hour and other workplace laws and regulations. If applicable, Supplier will also comply with "Beck Notice" requirements under Executive Order 13201(29 CFR part 470). This Agreement incorporates by reference paragraphs 1-4 of Executive Order 13201. If Supplier is providing services on SENVIAS's Site, it will also comply with all local/regional laws of the applicable Site. Supplier will obtain a l necessary permits and approvals and give all stipulations, certifications and representations that may be required for it to perform this Agreement, all SAs and all POs. Supplier will familiarize itself and conduct its obligations under this Agreement, any relevant SA and all POs consistent with SENVIAS's Environmental Policies. Unless this Agreement, a SA or a PO is exempted by regulations of the Secretary of Labor (issued under Section 202 of Executive Order 11246; Section 503 of the 1373 Rehabilitation Assistance and Section 402 of the Vietnam-Era Veterans Readjustment Assistance Act of 1974 or other applicable laws, regulations or orders), this Agreement incorporates by reference paragraphs: (a) 1-7 of the Executive Order 11246; (b) a-m of the affirmative action clause set forth in the Affirmative Action Obligations of Contractors and Subcontractors for Disabled Veterans and Veterans of the Vietnam Era; and (c) a-f of the affirmative action clause set forth in the Affirmative Action Obligations of Contractors and Subcontractors for disabled workers.

1. **ANTI-BRIBERY AND ANTI-CORRUPTION LAWS** - Neither party will offer or give any gratuity to induce any person or entity to enter into, execute, or perform any term or condition of this Agreement, a SA or PO or any other agreement between the parties. Each party further represents that it has knowledge and understanding of all applicable Anti-Bribery and Anti-Corruption Laws, including but not limited to the Foreign Corrupt Practices Act of the United States of America ("FCPA"), the United

Kingdom Bribery Act, and the Anti-Unfair Competition Law of the People's Republic of China ("AUCL").

The Parties further agree that:

a. No principal, partner, officer, director or employee thereof is or will become an official of any governmental body of any country (other than the U.S.) in which Supplier provides goods or services for SENVIAS during the term period which the Agreement, a SA or a PO covers.

b. Each party agrees that it shall not, in the conduct of its performance under the Agreement, a SA or a PO, and with regard to any funds, assets, or records relating thereto, offer, pay, give, or promise to pay or give, directly or indirectly, any payment or gift of any money or thing of value to (i) any non-U.S. government official to influence any acts or decisions of such official or to induce such official to use his influence with the local government to effect or influence the decision of such government in order to assist that party in its performance of its obligations under the Agreement, a SA or a PO or to benefit the other party; (ii) any political party or candidate for public office for such purpose; or (iii) any person if that party knows or has reason to know that such money or thing of value will be offered, promised, paid, or given, directly or indirectly, to any official, political party, or candidate for such purpose.

c. Supplier shall defend, indemnify, and hold harmless SENVIAS, from and against any and all claims, losses, damages, expenses and liabilities, including attorney fees, arising from the failure of Supplier to comply with any applicable Anti-Bribery and Anti-Corruption Law. In the event Supplier is found to have violated any applicable Anti-Bribery or Anti-Corruption Law, SENVIAS may terminate this Agreement, a SA or any PO, without liability and, in the case of an agreement, the relevant POs shall in the event of termination by SENVIAS be rendered void.

2. **EXPORT LAWS** - The Supplier will, at its expense, make all commercially reasonable efforts to obtain and maintain all documents, consents and approvals and attend to all other necessary formalities imposed by the relevant authority in each country where it is exporting Products.

3. **CONFLICT MINERALS** - Supplier is required to make all commercially reasonable efforts to comply with all SENVIAS policies relating to compliance with legal, regulatory and social obligations. If SENVIAS is directed or required by its customer to provide information, adopt policies, certify compliance with standards or laws, or

perform similar actions, then Supplier shall cooperate and make all commercially reasonable efforts to comply with such requirements as directed by SENVIAS. By way of illustration and not limitation, for the purpose of compliance with Section 1502 of the Dodd–Frank Wall Street Reform and Consumer Protection Act, Supplier shall make all commercially reasonable efforts to supply all certifications and information relating to "Conflict Minerals" (as defined in the Act) in such form and at such time as requested by SENVIAS or its customer. Supplier shall also make all commercially reasonable efforts to contractually require its supply base (and its supplier's supply SENVIAS Inc. – Website Standard Terms of Purchase - 2024 4 base) to comply with all relevant and material obligations; including, but not limited to, any EU, national, international, federal, state, provincial or local law, treaty, convention, protocol, common law, regulation, directive or ordinance and all lawful orders.

4. **HUMAN RIGHTS** – Supplier agrees to follow the spirit and intent of the SENVIAS Human Rights Policy posted on the SENVIAS website which may be updated from time to time. Without limitation, the Parties mutually acknowledge that failure to comply with this Section shall be deemed a material breach of this Agreement incapable of cure.

5. **SUPPLIER CODE OF CONDUCT** – Supplier agrees to follow the spirit and intent of the SENVIAS Supplier Code of Conduct ("SCC") posted on the SENVIAS website which may be updated from time to time. This SCC supersedes all SCC's signed by Supplier prior to the date of this Agreement.

6. **ENVIRONMENTAL, HEALTH AND SAFETY** - Supplier shall comply with all applicable laws and regulations prohibiting or restricting the use or handling of specific substances, including but not limited to EU REACH, Turkey KKDIK and US TSCA. In addition, Supplier will inform SENVIAS of materials within their manufacturing process that do not comply with material and substance regulations or customer blacklists, as applicable.

Q. HAZARDOUS MATERIALS; MSDS. If applicable, Supplier will provide each Site with al appropriate Material Safety Data Sheets ("MSDS") at the time of delivery of each shipment of Products which requires such compliance, and any updates of the same. If Supplier uses chemicals, PCBs or any potentially hazardous materials (collectively, "Materials"), Supplier assumes responsibility and will indemnify, defend and hold harmless the SENVIAS Indemnified Parties from and against any and all Claims arising out of Supplier's use (including but not limited to the unloading, discharge, storage, handling, or disposal of any chemical or container therefore) of such Materials and for Supplier's noncompliance with any related laws or regulations.

R. ON PREMISES SERVICES; DRUG & ALCOHOL POLICY. If Supplier provides any services on SENVIAS's premises, Supplier acknowledges that those premises are used for operational or industrial applications and Supplier will become familiar with the safety rules at such premises to avoid injury to person or property. It is Supplier's responsibility to provide necessary and adequate personal protective equipment ("PPE") for its employees/subcontractors ("Supplier's Personnel"). However, in the event that Supplier's Personnel uses SENVIAS provided PPE, Supplier will indemnify and hold SENVIAS harmless against any and all Claims related to or caused by the use or misuse of such PPE. Upon completion of any services, Supplier will remove al excess materials, equipment and rubbish and leave premises in a clean condition. Supplier shall not bring, or permit to be brought, anywhere on or near the Site, any spirituous or intoxicating liquors, any drugs, the possession, use or distribution of which is prohibited by law.

S. CONFIDENTIALITY.

1. If the parties have entered into a Non-Disclosure Agreement (the "NDA"), the exchange of information between the parties in the performance of their rights and obligations under this Agreement, a SA and/or any PO is subject to such NDA except that the (a) the purpose of that NDA shall be deemed to include the exchange of information in connection with the performance of either party's obligations pursuant to this Agreement, a SA and any PO, and (b) the term of that NDA is hereby extended to equal the term of this Agreement or a SA (as further extended from time to time). The existence, scope and contents of this Agreement and/or a SA are considered to be Confidential Information (as defined in the NDA).

2. If the parties have not entered into an NDA, a l information (both technical and business) disclosed by either party to the other, including but not limited to volumes and pricing of Products sold under this Agreement, a SA and any PO, will be held in strict confidence and not communicated to any other party, except as required by law or auditors, and as needed by authorized contractors in performing this Agreement, a SA or any PO; provided that such contractors agree to be bound to a nondisclosure agreement no less stringent than the obligations in this section. For five (5) years from the date of disclosure, the receiving party will exercise the same degree of care as it exercises for its own information of similar nature, but not less than reasonable care, to (a) prevent disclosure of information received from the other party, and (b) not use the other party's information for any purpose other than as needed to perform the Agreement. However, these nondisclosure and non-use provisions do not apply after and to the extent such information: (i) is or becomes generally available to the public through no act or failure to act by the receiving party; (ii) was already in the receiving party's possession at the time of its disclosure as shown by the receiving party's prior written records; (i) is subsequently disclosed

to the receiving party on a non-confidential basis by a third party without violating any obligation of secrecy relating to the information disclosed; or (iv) is subsequently developed independently by an employee or agent of the receiving party who did not have access to the information. Neither party will use the name of the other in publicity releases, referrals, advertising, or similar activity without the prior written consent of the other.

3. Notwithstanding Subsections 1 and 2 of this Section S, Supplier agrees that SENVIAS is permitted to disclose pricing and other material terms of this Agreement, any SA and its POs to SENVIAS's customers.

T. INSURANCE. Supplier will insure the Products for all risks until received at the point of delivery. Supplier will obtain and maintain the following insurance coverages on its operations under this Agreement, a SA and/or PO: (a) Commercial General Liability (occurrence form),covering bodily injury and property damage liability, contractual liability, products and completed operations SENVIAS Inc. – Website Standard Terms of Purchase - 2024 5 liability; and, if performing construction or repair services, including broad form property damage liability (BFPD), with minimum limits of $1,000,000 per occurrence, $1,000,000 products and completed operations aggregate, and $1,000,000 general aggregate; (b) Comprehensive Automobile Liability (if applicable) covering owned, leased or scheduled vehicles with minimum limits of $1,000,000 per person and $1,000,000 per accident for bodily injury and $1,000,000 property damage or combined single limit of $1,000,000; (c) Workers' Compensation or Industrial Accident insurance providing benefits as required by law; and (d) Employer's Liability/Stop-Gap Liability coverage (U.S. only) with minimum limit of $100,000 each accident, $100,000 each employee, and $100,000 policy limit. SENVIAS will be designated as an Additional Insured to the CGL evidenced by copy of the endorsement or policy form attached to the Certificate of Insurance. the Additional Insured endorsement will be applicable to Supplier's "operations" for SENVIAS. The above required liability limits can be provided by any combination of primary and umbrella/excess insurance policies. Supplier will provide SENVIAS with a Certificate of Insurance and endorsements or policy forms evidencing compliance with the above requirements prior to commencing any work. Supplier will require its insurance carrier(s) to give SENVIAS at least thirty (30) days written notice prior to cancellation of coverage. Supplier and its subcontractors will cause their insurance companies to waive rights of subrogation against SENVIAS and its affiliates. Supplier acknowledges that this waiver was mutually negotiated. Insurance companies providing coverage for Supplier and its subcontractors will have an A.M. Best's rating of no less than B+. Al insurance or self-insurance of SENVIAS and its affiliates will be excess of any insurance provided by Supplier or subcontractors. Supplier will ensure that its subcontractors (that will be on SENVIAS facilities) have insurance coverage and endorsements consistent with the above.

U. FORCE MAJEURE. Supplier acknowledges that time is of the essence in its performance. However, neither party will be liable to the other for damages for failure to carry out this Agreement in whole or in part when the failure is due to national strikes, fires, floods, earthquakes, or other natural disasters, government declared pandemics, freight embargoes, governmental or administrative prohibitions, riots, and acts of public enemies or terrorists. If either party is affected by any such event, shipments already in route will be accepted and paid for. A party affected by such an event will immediately notify the other, describing the event and estimating its duration. The parties will cooperate in good faith to mitigate the effects of the event. Regardless, if Supplier is unable to honor the Agreement, a SA and/or any PO in a timely fashion, SENVIAS will be entitled to seek Products from another supplier without penalty and those Products will count towards any volume requirements that SENVIAS has committed to purchase. Alternatively, at its sole election, SENVIAS may terminate this Agreement, the relevant SA and/or a PO. Unless excused per this Section U, if SENVIAS must acquire Product from another supplier on an emergency basis because Supplier is unable to timely perform on the agreed schedule, Supplier will reimburse SENVIAS for all commercially reasonable additional costs and expenses incurred to obtain the Products.

V. TERM. The term of this Agreement will commence on the Effective Date and shall expire three years from the Effective Date.

W. RIGHT TO TERMINATE.

1. **Termination for Convenience.** At SENVIAS's convenience, SENVIAS may terminate this Agreement, a SA and/or a PO by written notice as to al or any part of the Products not delivered, except for any POs for Products that, in good faith, are already in the manufacturing or delivery process (including non-cancellable orders for reasonable quantities of raw materials for which Supplier has no other use), prior to receipt by Supplier of the notice. Upon receipt of such notice, Supplier sha l immediately discontinue a l efforts under the Agreement, the SA and/or PO. As to Products that are standard manufactured items, SENVIAS's only obligation sha l be to pay for Products delivered to SENVIAS prior to receipt of the notice of termination. As to Products specially manufactured for SENVIAS, Supplier will stop all work on receipt of notice of termination, unless otherwise directed by SENVIAS. Upon such termination, SENVIAS will pay reasonable costs incurred by Supplier directly connected with the SA and/or PO, including costs and cancellation charges actually incurred by Supplier under subcontracts (such as those involving otherwise non-usable raw materials). Such settlement proposal sha l be provided to SENVIAS within ten (10) working days of receipt of SENVIAS's notice to terminate. Such payment shall not exceed the total price of the SA and/or applicable PO, and shall be reduced by any deposits, refunds or salvage values available to Supplier. Upon such payment, title to Products and/or Services shall pass to SENVIAS.

2. **Termination for Cause.** In addition to its remedies for breach of warranty and otherwise, SENVIAS may terminate this Agreement, any SA, if applicable, and any POs issued thereunder, or any part thereof, in the event of a material breach of Supplier's obligations, including, but not limited to delivery, quality or specification compliance. Before such termination, SENVIAS shall deliver to Supplier a specific notice of the failure, describing the problem, and SENVIAS shall provide Supplier an opportunity for at least thirty (30) days after such notice to cure the problem if cure is feasible within such period in the opinion of SENVIAS. Within five (5) business days of SENVIAS's written request, Supplier shall provide a written copy of Supplier's plan to cure such breach (including schedule for implementation thereof). SENVIAS may immediately terminate the Agreement, a SA and/or any PO issued thereunder, for cause, upon the occurrence of any of the following: (a) if Supplier institutes proceedings (or consents to proceedings) or files a petition requesting relief under the Federal Bankruptcy Code or any similar or applicable federal or state law; (b) if a petition under any federal or state bankruptcy or insolvency law is filed against Supplier; (c) if Supplier admits in writing its inability to pay its debts generally as they become due; (d) if Supplier makes a general assignment for the benefit of its creditors; (d) if a receiver, liquidator, trustee or assignee is appointed on account of its bankruptcy or insolvency, or if a receiver of all or any substantial portion of Supplier's properties is appointed; (e) if Supplier violates any laws, statutes, ordinances, rules, regulations or orders of any governmental body. In case of any such termination, Supplier will not be entitled to receive any further payment for any products or work performed by Supplier through the date of termination; or (f) if Supplier fails to timely Deliver Product SENVIAS Inc. – Website Standard Terms of Purchase - 2024 6 three (3) times in any six (6) month period. SENVIAS's right to terminate this Agreement, a SA and/or any PO issued thereunder pursuant to this Section will be in addition to and not in limitation of any rights or remedies existing hereunder or pursuant hereto or at law or in equity.

3. **Effect of Termination for Cause.** Upon SENVIAS's termination of this Agreement or any PO, for cause, Supplier shall immediately cease all work pursuant to the terminated PO and/or SA unless otherwise instructed in writing by SENVIAS. If the unpaid balance of any terminated or cancelled PO or SA exceeds all costs to SENVIAS of completing the work, then Supplier shall be paid for all work performed and completed by Supplier to the date of termination, less the costs to SENVIAS of completing the work. If such costs to SENVIAS of completing the work exceed such unpaid balance, Supplier shall pay the difference to SENVIAS immediately upon SENVIAS's demand. The costs to SENVIAS of completing the work shall include (but not be limited to) the cost of any additional services required thereby, any costs incurred in retaining another supplier, contractor or subcontractor, any additional interest or fees that SENVIAS must pay by reason of a delay in completion of the work, attorneys' fees and expenses, and any other damages, costs and expenses SENVIAS may incur by reason of completing the work or any delay therein. Nothing

contained in this Section shall limit or restrict SENVIAS's rights to terminate or cancel any PO without liability or obligation to Supplier.

X. NOTICES. Supplier and SENVIAS agree that al notices, requests, demands and other communications required by the Agreement or a SA must be in writing and be delivered to the parties at the addresses as set forth on the PO and emailed to the following designated email address: legalnotices@senvias.com Notices are considered delivered upon actual receipt if delivered persona ly or by email or an overnight delivery service, and at the end of the third business day after the date of deposit in the United States mail, postage pre-paid, certified, return receipt requested.

Y. NO AGENCY RELATIONSHIP. Supplier shall act hereunder in all respects as an independent contractor. This Agreement nor any SA creates an agency relationship between the parties and does not establish a joint venture or partnership between the parties. Neither party has the authority to bind the other party or represent to any person that the party is an agent of the other party.

Z. AGREEMENT INTERPRETATION. The parties to this Agreement and any SA represent that they have negotiated and understand its provisions and agree that no presumptions should be made against the drafter. This Agreement, any SA and relevant POs will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. If a provision of this Agreement, a SA or a PO is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement, a SA and the PO will not be impaired. This Agreement, any SA between the parties, the POs and the NDA contain the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. No waiver will be binding on SENVIAS unless it is in writing and signed by the party making the waiver. SENVIAS's waiver of a breach of a provision of this Agreement, a SA or a PO will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

AA. ASSIGNMENT. Supplier shall not assign or delegate its rights and obligations under this Agreement, a SA or any PO. Any attempted assignment or delegation by Supplier without the prior consent of SENVIAS shall be void or of no effect.

BB. COUNTERPARTS; SIGNATURE AUTHORITY. This Agreement or a SA may be executed in one or more counterparts and when taken together shall constitute one and the same instrument. An electronic signature shall have the same force and effect as an original signature. The parties executing this Agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth herein.

IN WITNESS WHEREOF, the Parties have executed these General Terms and Conditions of Purchase Mutually Agreed Between Senvias Inc. and .....effective as of the date below.

Senvias Inc.	**[Supplier]**
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Revision History							
Rev	Description	Created by	Date	Approved by	Date	Released by	Date
A	Initial Release	C. Ellis	7/16/2024	S. Carlton	10/29/2024	L. Cedeno	10/29/2024
B	Update to section M (Governing Law Venue; State)	L. Cedeno	9/24/2026	L. Matos	9/24/2026	L. Cedeno	9/25/2026