

## TERMS AND CONDITIONS OF PURCHASE

### 1. CONTROLLING DOCUMENTS.

These terms and conditions of purchase (these "Terms") are incorporated and made part of a **Contract** (herein so called) consisting of: (a) a signed purchase order ("**Order**") generated by Dysol SOCOMORE ("**Purchaser**") identifying **Supplier** (herein so called) and containing key business terms, including the materials being purchased (collectively "**Goods**") and referencing these Terms; (b) these Terms; and (c) any other attachments identified in the Contract or Order, specifically including, but not limited to, Purchaser's Procurement Quality Requirements (which are reproduced as Exhibit A hereto).

### 2. ACCEPTANCE OF TERMS AND CONDITIONS.

THE CONTRACT CONSTITUTES THE SOLE AND ENTIRE AGREEMENT OF PURCHASER AND SUPPLIER (COLLECTIVELY, THE "**PARTIES**") WITH RESPECT TO THE SUBJECT MATTER OF THE ORDER, AND SUPERSEDES ALL PRIOR OR CONTEMPORANEOUS UNDERSTANDINGS, AGREEMENTS, NEGOTIATIONS, REPRESENTATIONS AND WARRANTIES, AND COMMUNICATIONS, BOTH WRITTEN AND ORAL, WITH RESPECT TO THE SUBJECT MATTER OF THE ORDER. THE ORDER EXPRESSLY LIMITS SUPPLIER'S ACCEPTANCE TO THE TERMS OF THE ORDER. THESE TERMS PREVAIL OVER ANY TERMS OR CONDITIONS CONTAINED IN ANY OTHER DOCUMENTATION AND EXPRESSLY EXCLUDE ANY OF SUPPLIER'S GENERAL TERMS AND CONDITIONS OF SALE OR ANY OTHER DOCUMENT ISSUED BY SUPPLIER IN CONNECTION WITH THE ORDER. These Terms apply to any repaired or replacement Goods provided by Supplier hereunder. The Order is not binding on Purchaser, and no Contract is created, until Supplier accepts the Order in writing or starts to perform in accordance with the Order. If Supplier does not accept the Order in writing or provide written notice that it has commenced performance within two (2) business days of Supplier's receipt of the Order, the Order will lapse. Purchaser may withdraw the Order any time before it is accepted by Supplier.

### 3. AMENDMENT AND MODIFICATION.

No change to an Order is binding upon Purchaser unless it is in writing, specifically states that it amends the Order, and is signed by an authorized representative of Purchaser.

### 4. DELIVERY DATE.

Supplier will deliver the Goods in the quantities and on the date(s) specified in the Order or as otherwise agreed in writing by

the Parties (each, a "**Delivery Date**"). Timely delivery of the Goods is of the essence. If Supplier fails to deliver Goods in full on the relevant Delivery Date, Purchaser may terminate the Order immediately by providing written notice to Supplier, and Supplier will indemnify Purchaser against any losses, claims, damages, and reasonable costs and expenses directly attributable to Supplier's failure to deliver the Goods on the Delivery Date.

### 5. DELIVERY LOCATION.

All Goods will be delivered to the address specified in the Order (the "**Delivery Location**") during Purchaser's normal business hours or as otherwise instructed by Purchaser.

### 6. SHIPPING TERMS.

Delivery will be made in accordance with the terms on the face of the Order. Supplier will give written notice of shipment to Purchaser when the Goods are delivered to a carrier for transportation. Supplier will provide Purchaser all shipping documents, including the commercial invoice, packing list, air waybill, bill of lading and/or any other documents necessary to release the Goods to Purchaser on the same day Supplier delivers the Goods to the transportation carrier. The Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence, and any other documents pertaining to the Order.

### 7. PACKAGING.

All Goods will be packed for shipment according to Purchaser's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Supplier must provide Purchaser with prior written notice if it requires Purchaser to return any packaging material, and any return of such packaging material will be made at Supplier's expense.

### 8. INTERNATIONAL SUPPLIER CUSTOMS REQUIREMENTS.

If Supplier is located outside of the U.S., Supplier shall comply with such additional requirements as are applicable to the shipment of the Goods in accordance with customs laws and/or as are submitted to Supplier by Purchaser in writing.

### 9. QUANTITY.

Purchaser may reject all or any excess Goods. Any such rejected Goods will be returned to Supplier at Supplier's risk and expense.

### 10. INSPECTION AND REJECTION OF NONCONFORMING GOODS.

Purchaser has the right to inspect the Goods on or after the Delivery Date. Purchaser, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Purchaser rejects any portion of the Goods, Purchaser has the right, effective upon written notice to

Supplier, to: (a) rescind the Order in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If Purchaser requires replacement of the Goods, Supplier will, at its expense, promptly replace the nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Supplier fails to timely deliver replacement Goods, Purchaser may replace them with goods from a third party and charge Supplier the cost thereof and terminate the Order for cause pursuant to Section 21. Any inspection or other action by Purchaser under this Section 10 will not reduce or otherwise affect Supplier's obligations under the Order, and Purchaser will have the right to conduct further inspections after Supplier has carried out its remedial actions.

### 11. PRICE.

The **Price** (herein so called) of the Goods is the price stated in the Order. If no price is included in the Order, the Price will be the price set out in Supplier's published price list in force as of the date of the Order. If there is a consignment agreement in place between Purchaser and Supplier, then the pricing contained in agreement will apply. No increase in the Price, whether due to increased material, labor or transportation costs or otherwise, shall be effective without Purchaser's prior written consent. No Price increase will be effect unless Purchaser has been given at least 30 days' written notice.

### 12. MOST FAVORED CUSTOMER.

Supplier represents and warrants that the price for the Goods is the lowest price charged by Supplier to any of its external customers for similar volumes of similar Goods. If Supplier charges any customer other than Purchaser a lower price, Supplier must apply that price to all Goods under the Order. If Supplier fails to meet the lower price, Purchaser, at its option, may terminate the Order without liability pursuant to Section 21.

### 13. PAYMENT TERMS.

Supplier will issue an invoice to Purchaser on or any time after the completion of delivery and only in accordance with the Terms. Purchaser will pay all properly invoiced amounts due to Supplier in accordance with the payment terms set forth in the Order, except for any amounts disputed by Purchaser in good faith. All payments hereunder must be in U.S. dollars, unless otherwise indicated in the Order. In the event of a payment dispute, Purchaser will deliver a written statement to Supplier prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item.

**14. SETOFF.**

Without prejudice to any other right or remedy it may have, Purchaser reserves the right to set off at any time any amount owing to it by Supplier against any amount payable by Purchaser to Supplier.

**15. WARRANTIES.**

Supplier warrants to Purchaser that for a period of twelve (12) months from the Delivery Date, all Goods will: (a) be free from any defects in workmanship, material and design; (b) conform to applicable specifications, drawings, designs, samples and other requirements specified by Purchaser; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests or other encumbrances; and (f) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by Purchaser. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Purchaser's discovery of the noncompliance of the Goods with the foregoing warranties. If Purchaser gives Supplier notice of noncompliance with this Section 15, Supplier will, at its own cost and expense, replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Supplier and the delivery of repaired or replacement Goods to Purchaser.

**16. GENERAL INDEMNIFICATION.**

Supplier will defend, indemnify and hold harmless Purchaser and Purchaser's parent company, their subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees and Purchaser's customers (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with the Goods purchased from Supplier, or from Supplier's negligence, willful misconduct or breach of the Terms. Supplier will not enter into any settlement with respect to any Losses without the prior written consent of the relevant Indemnitees.

**17. INTELLECTUAL PROPERTY INDEMNIFICATION.**

Supplier will, at its expense, defend, indemnify, and hold harmless Purchaser and any other Indemnitee against any and all Losses arising out of or in connection with

any claim that Purchaser's or another Indemnitee's use or possession of the Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event will Supplier enter any settlement with respect to any such Losses without the prior written consent of the relevant Indemnitees.

**18. INSURANCE.**

If requested by Purchaser, Supplier will, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$1,000,000 per occurrence with financially sound and reputable insurers. Upon Purchaser's request, Supplier will provide Purchaser with a certificate of insurance from Supplier's insurer evidencing the insurance coverage specified in the Order. The certificate of insurance will name Purchaser as an additional insured. Supplier will provide Purchaser with fifteen (15) days' advance written notice in the event of a cancellation or material change in Supplier's insurance policy. Except where prohibited by law, Supplier will require its insurer to waive all rights of subrogation against Purchaser's insurers and Purchaser and any other Indemnitees.

**19. COMPLIANCE WITH LAW.**

Supplier is in compliance with and will comply with all applicable laws, regulations and ordinances. Supplier has and will maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Order. Supplier will comply with all export and import laws of all countries involved in the sale of Goods under the Order. Supplier assumes all responsibility for shipments of Goods requiring any government import clearance.

**20. PROPER BUSINESS PRACTICES.**

Supplier will act in a manner consistent with Purchaser's integrity policies, the Electronic Industry Citizenship Coalition's Code of Conduct, and all laws concerning improper or illegal payments and gifts or gratuities. Supplier will not directly or indirectly pay, offer, give, promise to pay or give, or authorize the payment or giving of any money or anything of value to any person or entity for the purpose of illegally or improperly inducing a decision or obtaining or retaining business or any advantage in connection with the Order; and Supplier will comply with all applicable country laws relating to anti-corruption or anti-bribery, including, but not limited to, the U.S. Foreign Corrupt Practices Act, as amended, (FCPA) (15 U.S.C. §§78dd-1, et. seq.), and the U.K. Bribery Act 2010 (Bribery Act, 2010, c. 23 (U.K.)), and any other applicable country laws relating to anti-corruption or anti-bribery. In addition, Supplier shall provide any information requested by Purchaser with respect to the origin of minerals used in the

goods, including but not limited to information required pursuant to 12 U.S.C. §1502 and associated United States Securities and Exchange Commission rules.

**21. TERMINATION.**

Purchaser may terminate the Order, in whole or in part, at any time with or without cause for undelivered Goods if Supplier does not meet the Delivery Date set forth in the Order on five (5) days' prior written notice to Supplier. In addition to any remedies that may be provided under these Terms, Purchaser may terminate the Order with immediate effect upon written notice to the Supplier, either before or after the acceptance of the Goods, if Supplier has not performed or complied with any of these Terms, in whole or in part. If the Supplier becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then Purchaser may terminate the Order upon written notice to Supplier. If Purchaser terminates the Order for any reason, Supplier's sole and exclusive remedy is payment for the Goods received and accepted by Purchaser prior to the termination.

**22. LIMITATION OF LIABILITY.**

Nothing in the Order will exclude or limit (a) Supplier's liability under Sections 15, 16, 17 and 24 hereof, or (b) Supplier's liability for fraud, personal injury or death caused by its negligence or willful misconduct. Purchaser's maximum liability to Supplier will not exceed the greater the aggregate amount actually paid or payable under the Order.

**23. WAIVER.**

No waiver by any Party of any of the provisions of the Order will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in the Order, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Order will operate or be construed as a waiver thereof, nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**24. CONFIDENTIAL INFORMATION.**

All non-public, confidential or proprietary information of the Purchaser, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, product road maps, discounts or rebates, disclosed by Purchaser to Supplier, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the Order is confidential, solely for the use of

performing the Order and may not be disclosed or copied unless authorized by Purchaser in writing. Upon Purchaser's request, Supplier will promptly return all documents and other materials received from Purchaser. Purchaser will be entitled to injunctive relief for any violation of this Section 24. This Section 24 will not apply to information that is: (a) in the public domain; (b) known to the Supplier at the time of disclosure; or (c) rightfully obtained by the Supplier on a non-confidential basis from a third party. Notwithstanding the foregoing and for the avoidance of doubt, this Section 24 is in addition to any general confidentiality agreements or obligations entered into between the Parties prior to the date of the Order and such agreements or obligations are not superseded by these Terms.

**25. FORCE MAJEURE.**

Neither Party will be liable to the other for any delay or failure in performing its obligations under the Contract to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that Party, without such Party's fault or negligence, and which by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (each, a "Force Majeure Event"). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, hostilities, terrorist acts, threats of terrorism, riots, strike, embargoes or industrial disturbances. Supplier's economic hardship or changes in market conditions are not considered Force Majeure Events. Supplier will use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under the Order. If a Force Majeure Event prevents Supplier from carrying out its obligations under the Order for a continuous period of more than fifteen (15) business days, Purchaser may terminate the Order immediately by giving written notice to Supplier.

**26. ASSIGNMENT.**

Supplier will not assign, transfer, delegate or subcontract any of its rights or obligations under the Order without the prior written consent of Purchaser. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the Supplier of any of its obligations hereunder.

**27. RELATIONSHIP OF THE PARTIES.**

The relationship between the Parties is that of independent contractors. Nothing contained in the Order will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party will have authority to contract for or bind the

other Party in any manner whatsoever. No relationship of exclusivity will be construed from the Order.

**28. NO THIRD-PARTY BENEFICIARIES.**

The Order is for the sole benefit of the Parties hereto, their respective successors and permitted assigns, and (with respect to Sections 15 and 16) the Indemnitees, and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

**29. GOVERNING LAW.**

All matters arising out of or relating to the Contract will be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Texas. NEITHER THE PROVISIONS OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS NOR THE PROVISIONS OF THE UNITED NATIONS CONVENTION ON THE LIMITATION PERIOD IN THE INTERNATIONAL SALE OF GOODS WILL APPLY TO THE ORDER.

**30. SUBMISSION TO JURISDICTION.**

Any legal suit, action or proceeding arising out of or relating to the Contract will be instituted in the federal courts of the United States of America or the courts of the State of Texas in each case located in Tarrant County, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

**31. CUMULATIVE REMEDIES.**

The rights and remedies under the Contract are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

**32. NOTICES.**

All notices, request, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") will be in writing and addressed to the Parties at the addresses set forth on the face of the Order or to such other address that may be designated by the receiving Party in writing. All Notices will be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in the Order, a Notice is effective only (a) upon receipt of the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section 32.

**33. SEVERABILITY.**

If any term or provision of the Order is invalid, illegal or unenforceable in any jurisdiction,

such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

**34. SURVIVAL.**

Provisions of the Order which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Order including, but not limited to, the following provisions: Set-off, Warranties, General Indemnification, Intellectual Property, Indemnification, Insurance, Compliance with Laws, Confidentiality, Governing Law and Survival.

**Exhibit A**

**PROCUREMENT QUALITY REQUIREMENTS**

1. MATERIAL CERTIFICATION, LOT TRACE ABILITY, CHEMICAL/PHYSICAL TEST REPORTS:
  - a. Supplier shall furnish material, certifications traceable to the lot or batch number and date of manufacture in accordance with the applicable specification indicated on the Order.
  - b. ALL SHIPMENTS MUST HAVE ATTACHED A FURNISHED MATERIAL CERTIFICATION (C of A) traceable to the lot, batch no., date of manufacture and data pertinent to the material specification.
2. PACKAGING AND PROTECTION: All items delivered on this purchase order must be adequately preserved, packaged and contained to prevent deterioration and damage during shipment.
3. REQUIREMENTS FLOW DOWN TO SUB TIER SUPPLIERS: Supplier is responsible for compliance to all stated procurement quality requirements. Supplier shall have a process for identifying and reviewing all Purchaser requirements (including the purchase order, related drawings and/or specifications, other associated documents, approved sources for raw materials, processes and requirements for delivery) and shall be responsible for ensuring that appropriate requirements flow down to sub tier vendors.
4. MEASURING AND TEST EQUIPMENT: Supplier's measuring and test equipment shall be maintained and calibrated in accordance with ANSI Z540-1, ISO 10012-1 or ISO 17025, and Supplier's test equipment, test procedures and methods of statistical analysis are subject to Purchaser's approval and shall be subject to periodic Purchaser evaluation for suitability to accurately test to Purchaser specifications. Test setups shall have documented traceability of accuracy and repeatability against a known standard.
5. LOCATION ACCESS: Access by Purchaser to vendor and sub vendor facilities shall be





- provided as part of the conditions of the purchaser order.
6. **QUALITY ASSURANCE RECORDS:** QA records prepared by Supplier for the Order shall be retained for a minimum of ten (10) years and shall be retrievable and available for audit by Purchaser within 48 hours of Purchaser's request.
  7. **QUALITY SYSTEM REQUIREMENTS:** Purchaser does not require certification to ISO or AS but Supplier shall implement and maintain a Quality System that meets or exceeds current or latest version of ISO 9001 and AS9100. For special processes, NADCAP accreditation is required. All special processes required by this purchase order must be performed by qualified personnel.
  8. **NONCONFORMING MATERIAL:** Supplier shall provide prompt, written notification to Purchaser when nonconforming material or products, affecting PO or specification requirement issues are discovered. Supplier shall not ship nonconforming material until written authorization has been obtained from the QA Manager of Purchaser, and any other disposition or repair of nonconforming material or products likewise is subject to the prior approval of Purchaser's QA Manager. Supplier may submit requests for a nonconforming material review at the time of notification in writing. Supplier shall have complete traceability regarding product nonconformity and disposition thereof, which nonconformance system shall be described as part of Supplier's Quality System. Records relating to Supplier's nonconformance system shall be made available to Purchaser on request and shall ensure that all nonconforming material or products is positively identified to prevent use, shipment, and intermingling with conforming material or products.
  9. **CORRECTIVE ACTION REQUESTS (CAR):** After notification of Corrective Action Request (CAR) from Purchaser's QA Manager, Supplier shall respond in writing within five (5) business days of the CAR Request date.
  10. **CHANGES:** The Quality Assurance Manager of Purchaser shall be notified in writing of all changes as: ownership address, process, ingredients, or plant location affecting the product, product approval or the quality system.
  11. **SHELF-LIFE INFORMATION:** Supplier shall provide certifications for age sensitive material which reflect date of, date of test, shelf life and expiration date. Materials having less than 75% of shelf life remaining shall not be shipped to Purchaser without written approval from Purchaser, and Purchaser shall be entitled to reject all such materials.
  12. **FOREIGN OBJECT DEBRIS:** Supplier will take necessary steps during processing and packaging to prevent the addition of any foreign object debris or contaminants (FOD).
  13. **COUNTERFEIT PARTS PREVENTION:** Supplier shall implement and maintain an FOD prevention and training program to ensure compliance with this provision. Supplier shall establish and maintain a counterfeit material prevention and control plan to ensure that counterfeit material is not delivered to Purchaser, which plan shall include (without limitation) a documented process to ensure that counterfeit materials are contained and do not reenter the supply chain. Supplier shall provide prompt written notification to Purchaser's QA Manager if Supplier becomes aware or suspects that it has furnished counterfeit materials. Upon request of Purchaser's QA Manager, Supplier shall provide supply chain traceability to an original manufacturer or authorized distributor identifying the names and locations of all supply chain intermediaries. Any counterfeit or suspected counterfeit materials delivered to Purchaser (a) are subject to Purchaser's control to prevent reentry into the supply chain and (b) must be replaced with noncounterfeit parts at Supplier's expense or credited to Purchaser.
  14. **AS9100 COMPLIANCE.** As a supplier to Purchaser, Supplier acknowledges that Purchaser is subject to current AS9100 requirements as they relate to the aerospace industry and that those requirements flow down to Supplier. Purchaser reserves the right to require and request evidence of Supplier's affirmative actions taken to ensure AS9100 compliance (including, without limitation, actions taken to educate Supplier's personnel and ensure their awareness of their contribution to product or service conformity, their contribution to product safety, and the importance of ethical behavior).

**Version dated 10/12/2021**

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