


GENERAL TERMS AND CONDITIONS OF PURCHASE

of BRUSS Sealing Systems GmbH and its affiliated companies (“BRUSS,” “us” or “we”)

1. Applicability.

1.1 These General Terms and Conditions of Purchase (these “**Terms**”) together with: (a) any additional terms or conditions set forth in a statement of work, purchase order, or any other ordering document issued by BRUSS to Supplier (defined below) and accepted by Supplier (the “**Order**”); (b) any written supply agreement executed by BRUSS and Supplier (a “**Framework Agreement**”); (c) any other document in which these Terms are attached or are incorporated by reference; and (d) any call-offs, releases, attachments, instructions or requirements furnished to Supplier by BRUSS (collectively, this “**Contract**”) shall apply exclusively to BRUSS’s purchase of the goods and services described in this Contract (the “**Goods**”) from the party to whom the Order is addressed (“**Supplier**”). Unless otherwise agreed in writing by BRUSS, if Supplier seeks to impose additional or different terms, such terms are expressly rejected, will not form part of the Contract, and are excluded from the Contract. BRUSS may modify these Terms at any time by posting a revised document at . Supplier is responsible for reviewing BRUSS’ website periodically. Any modifications to these Terms will be effective on the date modified.

1.2 Conflicting Terms. Any reference in this Contract to any quotation, proposal, or any other similar document provided by Supplier is solely for the purpose of incorporating the description and specifications of the Goods contained in such document, but only to the extent that such description and specifications do not conflict with the description and specifications contained in this Contract. The parties agree that the “battle of the forms” described in Section 2-207 of the Uniform Commercial Code will not apply to this Contract or to any invoice or acceptance form of Supplier relating to this Contract.

1.3 Order of Precedence. If there is a conflict in any of the documents making up this Contract, the documents will prevail over each other in the following order of precedence: (a) any document specifically agreed to in writing and signed by the parties (including a Framework Agreement); (b) the terms of any Order (excluding these Terms); (c) these Terms; and (d) any other requirements or documents that make up this Contract.

2. Legal Compliance

2.1 Compliance with Law. Supplier, and any Goods and any related packaging supplied by or on behalf of Supplier, will comply with all applicable laws, rules, regulations, orders, conventions, ordinances, treaties, common law, judgement, decree, and standards of the country(ies) of origin and destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval, performance and/or certification of the Goods (“**Laws**”), including, but not limited

to, those relating to environmental matters, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety, data protection and privacy, information security, and motor vehicle safety. Neither Supplier nor any of its subcontractors will utilize slave, prisoner or any other form of forced or involuntary labor in the supply of Goods. Upon BRUSS's request, and without limiting Supplier's obligations hereunder, Supplier will provide BRUSS with: (a) written certification of Supplier's compliance with the foregoing; (b) written certification of the origin of any ingredients or materials in the Goods; and (c) any additional information regarding the Goods requested by BRUSS such that BRUSS may comply in a timely manner with its obligations under applicable Law. Supplier will defend, hold harmless and indemnify BRUSS from and against any liability, claims, demands, damages or expenses (including reasonable attorney or other professional fees and disbursements) arising from or relating to Supplier's noncompliance with this Article. The Supplier undertakes to comply with the ethical, social, and legal principles according to the BRUSS principles of conduct as published on the internet page of BRUSS if and when adopted by BRUSS.

2.2 Environment. Supplier is committed to consider environmental aspects. If available, Supplier shall offer or propose more environment-friendly products as an alternative to the Goods, i.e. products that can be reused, recycled or disposed of without environmental risk, that contain fewer hazardous substances, or are made of reused or reworked waste material.

2.3 Anti-Bribery. Supplier's performance of this Contract is subject to the United States Foreign Corrupt Practices Act ("**FCPA**") as well as other applicable anti-bribery laws. Neither Supplier nor any subcontractor acting on its behalf will violate the FCPA or any other anti-bribery law for the benefit of or on behalf of BRUSS or Supplier. Supplier will not, directly or indirectly, pay, offer to pay, or authorize the payment of any money or transfer of anything else of value to (i) an officer, employee, agent or representative of any government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity or any person acting in an official capacity on behalf thereof, or any political party, any official of a political party or public international organization, or any candidate for political office (each, a "**Government or Political Official or Entity**"); or (ii) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official or Entity for the purpose of improperly influencing any act or decision of such Government or Political Official or Entity in his, her or its official capacity. Relevant acts or decisions include a decision to do or not do any act in violation of the lawful duty of such person or entity, or inducing such person or entity to use his, her or its influence with the government or instrumentality thereof to affect or influence any act or decision, in order to obtain, retain or direct any business or to secure any other improper business advantage. Additionally, Supplier will not directly or indirectly make, provide, offer or authorize any payment or anything else of value to any Government or Political Official or Entity for the purpose of expediting or securing the performance of a routine governmental action by such

Government or Political Official or Entity. Supplier must immediately notify BRUSS of any actual or suspected breach of this Article.

- 2.4 Export. Supplier agrees to comply with all applicable U.S. export control Laws including, but not limited to, the requirements of the International Emergency Economic Powers Act, 50 U.S.C. 1701 et seq., the Export Administration Act, 50 U.S.C. app. 2401-2420, and the Export Administration Regulations, 15 C.F.R. 730-774, including the requirement for obtaining any export license or agreement, if applicable (collectively, “**Export Controls**”). Without in any way limiting the foregoing, Supplier agrees that it will not transfer any Export Controlled item, data, or services, to include transfer to foreign persons employed by or associated with, or under contract to Supplier or Supplier’s lower-tier suppliers, without authority of an export license, agreement or applicable exemption or exception.

3. Offer and Acceptance.

- 3.1 Offers. Unless otherwise agreed upon by BRUSS in writing, offers to us shall be free of charge and non-binding.
- 3.2 Acceptance. Each Order shall be deemed an offer by BRUSS to purchase the Goods identified in the Order. Supplier accepts the Order and enters into the Contract by doing any of the following: (a) accepting or acknowledging the Order in writing; (b) commencing any work under the Order; (c) shipping Goods and/or issuing an invoice to BRUSS; or (d) any other conduct that recognizes the existence of a contract with respect to the subject matter covered by the Order. Unless otherwise agreed by BRUSS in writing, Supplier’s acceptance of an Order is expressly limited to these Terms.

4. Quantity; Delivery; Shipment and Packaging.

- 4.1 Quantity. Unless a fixed quantity is specified in the Order, the Contract is a requirements contract.
- 4.2 Delivery. Time of delivery and quantity are of the essence. Deliveries must be made in the quantities and at the times specified in the Contract or otherwise in accordance with BRUSS’s written directions. Unless otherwise specified in an Order, Supplier will deliver the Goods *DDP*, delivery location in an Order (Incoterms 2020).
- 4.3 Shipment and Packaging. Supplier must (a) properly mark, pack, package, and ship all Goods in accordance with BRUSS’s requirements, the requirements of involved carriers, and any applicable Law; (b) label and/or tag each package according to BRUSS’s instructions and any applicable Law; and (c) provide packing slips with each shipment showing the Order number, Supplier’s name and phone number, net weight, gross weight, the number of containers, and any other information reasonably requested by BRUSS. Unless otherwise agreed in writing by BRUSS, Supplier shall bear all costs and expenses of marking, packing or shipping the Goods. Prior to shipment of the Goods, Supplier must provide BRUSS sufficient

advance warning and notice in writing (including appropriate labels on the Goods, containers and packaging) of any hazardous, dangerous, or restricted material which is an ingredient in or a part of any of the Goods, together with any special handling instructions as may be necessary to advise carriers, BRUSS and their respective employees of how to exercise the measure of care and precaution which will best prevent bodily injury or property damage in the handling, transportation, processing, use, or disposal of the Goods, containers, and related packaging shipped to BRUSS. Supplier shall reimburse BRUSS for any liabilities, expenses, and costs incurred as a result of improper marking, packing, routing, shipping or any other noncompliance with the Contract. If it becomes necessary for Supplier to ship by a more expensive way than specified in an Order, any increased transportation costs resulting therefrom shall be paid by Supplier unless the necessity for such rerouting or expedited handling has been caused by BRUSS's gross negligence or intentional misconduct.

5. Price; Taxes.

- 5.1 Price. Except as otherwise agreed upon by BRUSS in writing (including in a Framework Agreement) the price of the Goods, as stated in the Order (the "**Price**"): (a) shall be binding; (b) constitutes the total Price and includes costs and expenses relating to the manufacture, packaging, and shipment of the Goods; and (c) is not subject to increase for any reason.
- 5.2 Taxes. BRUSS will not be liable for any federal, state, provincial, or local taxes unless separately stated on an Order and invoiced to BRUSS as a separate line item.

6. Payment Terms, Invoicing.

- 6.1 Payment Terms. Except as otherwise agreed upon by BRUSS in writing, we pay the Price, at our option, either:
- (A) within thirty (30) days net, at three percent (3%) Price discount; or
 - (B) within sixty (60) days net,

each after BRUSS's receipt of the Goods and receipt of a proper invoice.

- 6.2 Supplier Documentation. Each of Supplier's Order confirmations, delivery documents, and invoices shall contain BRUSS's Order number, the part number(s), quantity number, and delivery address.
- 6.3 Setoff. In addition to any right of setoff, deduction or recoupment provided or allowed by law, BRUSS may set off against, and deduct and/or recoup from: (i) any amounts due or to become due from BRUSS to Supplier; or (ii) any amounts due or to become due from Supplier to BRUSS.

- 6.4 No Assignment; Subcontracting. Supplier may not, without the prior consent of BRUSS, assign or subcontract its rights and obligations under this Contract (including without limitation its claims and payment rights).

7. Time of Performance; Part Performance; Supplier's Default

- 7.1 Delays. Should Supplier experience or anticipate any delay in performing this Contract, whether or not such delay is excusable under any provision hereof, Supplier shall immediately notify BRUSS of such delay, its expected duration and the reasons thereof. Neither such notification nor an acknowledgment by BRUSS shall constitute a waiver of any rights and remedies available to BRUSS. Without limiting any rights of BRUSS under this Contract, Supplier will be liable for all damages, costs, and expenses incurred by BRUSS for Supplier's failure to comply with the delivery requirements set forth in this Contract (including, without limitation, an expedited or premium shipment or cover damages).
- 7.2 Partial Deliveries; Excess Deliveries. BRUSS shall not be required to make payment for partial or incremental deliveries of Goods, or Goods delivered to BRUSS that are in excess of the quantities specified in the Contract. Such Goods will be subject to rejection and return at Supplier's expense, including transportation charges both ways.
- 7.3 Title; Risk of Loss. Unless otherwise agreed upon in writing by BRUSS, title and risk of loss to the Goods passes from Supplier to BRUSS when the Goods are delivered to BRUSS in accordance with this Contract at the place of delivery stated in the Order.

8. Warranties.

- 8.1 General Warranties. Supplier represents and warrants: (a) Supplier is solvent, is not under any threat of insolvency, is able to pay its obligations as they become due, and will notify BRUSS immediately if Supplier becomes insolvent or otherwise becomes unable to pay its obligations; (ii) Supplier's business license is validly issued from the requisite governing authority; (iii) neither Supplier, its principal operators, nor its subcontractors are included on any searchable denied party or politically exposed person watch list database and will not be at any time during BRUSS's relationship with Supplier; (iv) Supplier is not prohibited from consummating the transactions contemplated herein by (A) any applicable Law, agreement, instrument, or restriction; or (B) a judgment, order, or decree of any governmental authority having jurisdiction over Supplier or its property; (v) Supplier's performance of its obligations under each Order will not be in violation of or cause a default under any applicable Law, agreement, instrument, covenant, condition, restriction, judgment, order, or decree; (vi) Supplier has the right and authority to enter into this Contract and to make all of the grants and assignments and to undertake the obligations required by the Contract; and (vii) Supplier knows of no condition that would be likely to limit Supplier's ability to perform this Contract.

- 8.2 Goods Warranties. Supplier warrants that all Goods will: (i) be useable and merchantable; (ii) be of good quality and workmanship; (iii) be free from defects; (iv) comply with all applicable Laws; (v) be new and conveyed by Supplier to BRUSS with good title, free and clear of all liens, claims, and encumbrances; and (vi) not infringe any intellectual property right of any third party.
- 8.3 Incorporation of Other Warranties. Supplier agrees that the representations, warranties, and guarantees provided by Supplier to BRUSS under these Terms and Conditions or otherwise for the Goods: (i) are in addition to all other representations, warranties, and guarantees, whether express or implied, provided by Law; (ii) extend to the Goods' future performance; (iii) survive Supplier's delivery of the Goods and BRUSS's receipt, inspection, testing, acceptance, use of the Goods and BRUSS's payment for the Goods; and (iv) may not be limited or disclaimed by Supplier. BRUSS's approval of Supplier's designs, materials, processes, drawings, specifications, Subcontractors, or similar requirements will not be construed to relieve Supplier of any warranties. Any applicable statute of limitations on BRUSS's claims for breach of warranty will commence no earlier than the date BRUSS or its customer discovers the breach of the applicable warranty.
- 8.4 Rights upon Breach of Warranty. In addition to any rights and remedies of BRUSS specified in this Contract or available at Law, in the event of a breach of Supplier's warranties or guarantees, BRUSS shall have the right, at its option, to take the following actions: (i) retain the defective Goods in whole or in part with an appropriate adjustment in the price for the Goods; (ii) require Supplier to repair or replace the defective Goods, or re-perform the services, in whole or in part at Supplier's sole expense, including all shipping, transportation, and installation costs; (iii) correct or replace the defective Goods with similar items and recover the total cost relating thereto from Supplier, including the cost of product recalls; or (iv) reject the defective Goods. For the avoidance of doubt, Supplier is responsible for all costs and expenses related to fulfilling its warranty obligations hereunder.

9. Inspection; Quality.

- 9.1 Inspection. All Goods are subject to BRUSS's inspection and approval at the destination; *provided, however,* Supplier agrees that BRUSS may not perform inspections of incoming Goods and waives any right to require BRUSS to conduct such inspections. Such inspection, testing or failure to inspect or test the Goods does not constitute acceptance of the Goods, effect any right of BRUSS, or relieve Supplier of any of its responsibilities or warranties including Supplier's obligation of testing, inspection, and quality control in accordance with this Contract and applicable Law.
- 9.2 Quality. Supplier must meet or exceed all quality requirements of BRUSS. At BRUSS's request, Supplier will furnish to BRUSS, at Supplier's cost, test samples of Goods as may be reasonably required by BRUSS to determine if the manufacture of the Goods are in accordance with the Contract.

10. Intellectual Property Rights.

- 10.1 Ownership of Work Product; Assignment and Transfer. Unless otherwise agreed in writing by BRUSS, all concepts, documents, reports, ideas, designs, drafts, models, patterns, packaging, samples and any other results produced by Supplier specifically for BRUSS in the performance of this Contract (“**Work Product**”) is solely owned by BRUSS and will be deemed a “work made for hire” under applicable Law. In the event that any of the Work Product may not be considered “work made for hire” or legal ownership does not vest in BRUSS, then, without further consideration, Supplier assigns, conveys, and otherwise transfers to BRUSS all such right, title and interest, in and to all Work Product and any derivative works thereof.
- 10.2 License. To the extent the Goods incorporate any copyrights, trademarks, trade secrets, patents or other intellectual property rights (collectively, “**Intellectual Property**”) that is owned, licensed to, or developed by Supplier and necessary for BRUSS to sell the Goods to its customers, Supplier hereby grants BRUSS and its customers a nonexclusive, royalty-free, irrevocable, worldwide right and license to use such Intellectual Property, and to sell, offer for sale, export, or import the Goods, for the sole purpose of fulfilling BRUSS’s obligations to its customers. The foregoing license does not permit BRUSS to use Supplier’s Intellectual Property on a stand-alone basis and does not grant BRUSS the right to separately exploit Supplier’s Intellectual Property.
- 10.3 Infringement Indemnity. Supplier will defend, hold harmless and indemnify BRUSS and its customers, and their respective successors and assigns, against any claims of infringement (including patent, trademark, copyright, moral, industrial design or other proprietary rights, or misuse or misappropriation of trade secret) and Losses (defined below, and including, without limitation, attorney and other professional fees and disbursements) relating to the Goods covered by this Contract, including any claims in circumstances where Supplier has provided only part of the Goods. Supplier waives any claim against BRUSS that any such infringement arose out of compliance with BRUSS’s specifications. If Supplier is obligated to indemnify under this Article, then BRUSS may, at its option, participate in the defense of any claim with its own counsel, at Supplier’s expense. Supplier shall have the right to settle or compromise any suit, claim or proceeding at its discretion, provided that the terms of the settlement or compromise provide for the unconditional release of BRUSS, and the settlement or compromise requires the payment of monetary damages only. Supplier shall not settle, without BRUSS’s prior written consent, any suit, claim or proceeding which imposes upon BRUSS any obligation, or in any way prejudices the rights of BRUSS, other than as set forth herein. Any other settlement or compromise requires prior written approval from BRUSS.

11. Product Liability: Indemnification; Recall.

- 11.1 Indemnification. Without limitation of any other rights or remedies available to BRUSS under the Contract, Supplier shall reimburse, indemnify, defend, and hold BRUSS and its present and future directors, officers, shareholders, members, employees, attorneys, agents, representatives, parents, affiliates, subsidiaries, customers, and their users (each an “**Indemnified Party**”) harmless from and against any and all losses liabilities, damages (direct and indirect), deficiencies, demands, suits, actions, fines, penalties, and claims, arising at law or in equity, including without limitation personal injury and death (collectively “**Losses**”) based upon, relating to, or arising from: (a) the performance or non-performance of any obligation in or breach of, or noncompliance with, the Contract by Supplier; (b) noncompliance of violation of any Laws by Supplier; (c) any services or other actions undertaken by BRUSS or its designee to correct or remedy any recall attributable to Supplier; (d) the presence of Supplier (including its personnel, employees, subcontractors and designees) on BRUSS’s premises.
- 11.2 Recall. Supplier shall reimburse to BRUSS for any Losses accrued in connection with recall actions performed by BRUSS. To the extent feasible and reasonable, BRUSS shall inform the Supplier about the subject and extent of recall actions and grant the Supplier the opportunity to comment. In this event, BRUSS shall determine by exercising reasonable discretion and considering the circumstances of the individual case which measures are to be taken. In doing so, BRUSS’s reputation as a quality manufacturer shall be taken into account in addition to efficient hazard prevention. Further statutory rights shall remain unaffected.
- 11.3 Insurance. Supplier shall secure and maintain, at its own expense, product and general liability insurance with coverage limits reasonably acceptable to BRUSS.
12. Limitation of Liability. EXCEPT AS EXPRESSLY STATED HEREIN, BRUSS WILL NOT BE LIABLE FOR, UNDER ANY CIRCUMSTANCE, ANY LOST PROFIT, GOODWILL, OR SIMILAR COMPENSATION FOR THE TERMINATION OR CANCELLATION OF THIS CONTRACT. IN NO EVENT SHALL BRUSS BE LIABLE TO SUPPLIER OR ANY OTHER THIRD PARTY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR UNDER ANY OTHER LEGAL OR EQUITABLE THEORY, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT THIS CONTRACT OR OTHERWISE RELATING TO THE GOODS OR SERVICES, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY OR PROPERTY DAMAGES, ATTORNEY’S FEES OR ANY OTHER RELATED COSTS OR EXPENSES, ANY DIRECT OR INDIRECT LOSS OF PROFITS, REVENUE, OR BUSINESS OPPORTUNITY, DOWNTIME, DELAY DAMAGES OR ANY OTHER ECONOMIC LOSS, REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE BY BRUSS OR BRUSS WAS ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. SUPPLIER MAY NOT BRING A CLAIM, DISPUTE, LAWSUIT, DEMAND OR OTHER CAUSE OF ACTION BASED UPON THE TRANSACTIONS UNDER THE ORDER (INCLUDING DEBIT MEMORANDUMS, CHARGEBACKS OR ANY OTHER FINANCIAL PENALTIES

ASSESSED BY BRUSS) MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

13. Confidentiality

13.1 No NDA. If there is no NDA (defined below) between BRUSS and Supplier covering this Contract, the following terms apply: all Intellectual Property and all other confidential and proprietary information provided by BRUSS to Supplier under this Contract including, without limitation, any samples, drawings, know-how, processes, and other technical, business, or financial information, whether provided orally, in writing, by demonstration, or otherwise (collectively, “**Confidential Information**”): (a) is owned by BRUSS; (b) must be kept confidential by Supplier and may not be disclosed by Supplier to third parties without the express prior written consent of BRUSS; *provided, however*, Supplier may disclose BRUSS’s Confidential Information to Supplier’s employees, attorneys, and agents who have a “need to know” the Confidential Information for purposes of carrying out Supplier’s obligations under this Contract as long as such individual and entities are bound by confidentiality terms no less restrictive than those contained in this Contract; and (c) may not be used by Supplier other than is required for Supplier to perform its obligations under this Contract. The confidentiality restrictions in this Article do not apply to information which is (i) already known by Supplier prior to the date of this Contract and without breach of the confidentiality restriction that Supplier was subject; (ii) acquired by Supplier from a third party which was not, to the knowledge of Supplier, under an obligation to BRUSS not to disclose such information; (iii) which is or becomes publicly available through no breach by Supplier of confidentiality restrictions to which Supplier is or was subject; or (iv) independently developed by Supplier without the use of BRUSS’s Confidential Information. Notwithstanding the above, Supplier may disclose BRUSS’s Confidential Information if required by a judicial or government request, requirement, or order as long as (v) to the extent not prohibited by law, Supplier gives BRUSS written notice prior to such disclosure and (vi) Supplier only discloses that portion of Confidential Information required to comply with such requirement, request, or order. Upon the termination or expiration of this Contract, Supplier agrees to return or destroy BRUSS’s Confidential Information in Supplier’s possession.

13.2 NDA. If a confidentiality agreement or non-disclosure agreement (the “**NDA**”) exists between BRUSS and Supplier covering the Goods, this Contract, or the relationship between BRUSS and Supplier, the term of such NDA shall be and is hereby extended to be co-terminus with this Contract, and such NDA is incorporated herein by reference and shall govern the use and disclosure of any confidential or proprietary information exchanged between BRUSS and Supplier.

14. Applicable Law, Jurisdiction, Miscellaneous

14.1 The Contract and any claims relating to the Goods provided under this Contract will be will be governed by and interpreted according to the laws of the state of

Michigan, USA to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and of conflict of laws rules. For all disputes arising out of the Contract, Supplier irrevocably consents to the personal jurisdiction of the state and federal courts in and for Wayne County, Michigan, USA, and irrevocably waives any claim it may have that any proceedings brought in such courts have been brought in the state or federal court in and for Wayne County, Michigan, USA, which are the exclusive venue for any such dispute.

- 14.2 This Contract constitutes the entire agreement between Supplier and BRUSS with respect to the subject matter of this Contract and supersedes all prior or contemporaneous oral or written discussions, understandings, and agreements. This Contract may only be modified in writing signed by BRUSS's authorized representative. Supplier may not assign this Contract (by operation of law or otherwise) without Buyer's prior written consent. Any purported assignment in violation of this Article will be null and void. If any clause in this Contract is determined by a court of competent jurisdiction to be invalid, the invalidity of such clause shall not affect the validity of the remainder of this Contract. Supplier and BRUSS are independent contracting parties and nothing in this Contract will make either party the agent or legal representative of the other for any purpose. Except as otherwise provided in this Contract, the parties agree that the rights and interests of the parties under this Contract are intended to solely benefit BRUSS and Supplier.
- 14.3 In the event of ambiguities or contradictions between the English and version of these terms and conditions and any translation thereof, the English language version shall prevail.