

This document sets forth the terms and conditions which govern all purchases of goods and services, including any Contract or Purchase Order by HarcoSemco.

1. **Definitions.** As used throughout these Standard Terms and Conditions of Purchase (“Terms and Conditions”), the following definitions apply unless stated otherwise:
  - a. “we,” “us” and “our” means the HarcoSemco legal entity issuing the Order (as defined below)
  - b. “Supplier” and “You” means the contracting party with whom HarcoSemco issues the Order (as defined below)
  - c. “Specification” means any specification and/or drawing
  - d. Our agreement with you (the “Contract”) consists of: (i) any “Purchase Order” or “Delivery Schedule” (an “Order”) that we issue to you; (ii) any duly signed contract which we have entered into with you for our purchase of goods and/or services from you (iii) these Standard Terms and Conditions of Purchase (iv) any specifications and safety, health, and environmental requirements that we agree with you; (v) other requirements or procedures made available to you (via HarcoSemco’s “Supplier Portal”: <https://harcosemco.com/suppliers/>). If there is inconsistency between any parts of the Contract, the parts placed higher in this list will prevail.
2. **Acceptance.** These Terms and Conditions, including Appendix A, together with any referenced documents, attachments, schedules, and exhibits noted on the Purchase Order (collectively “Terms and Conditions”) constitutes the complete and entire agreement between HarcoSemco and Supplier and acceptance by Supplier is limited to these Terms and Conditions. Additional, inconsistent, or differing terms, including any conditions or limitations of liability proposed by Supplier, whether in a quote, acceptance, acknowledgement, delivery document, or otherwise, shall have no effect and are expressly rejected unless otherwise accepted or modified in writing by an authorized representative of HarcoSemco. Supplier acknowledges and agrees that it is responsible for fully complying with these Terms and Conditions and any applicable requirements, supplementary terms, and quality standards, which are made available at HarcoSemco’s Supplier Portal.
3. **Delivery.**
  - a. Goods must be delivered DAP (as defined in current incoterms®) unless another part of the Contract states different delivery terms. Ownership of the goods you deliver will transfer to us on delivery.
  - b. Supplier must deliver good and/or services that we order in accordance with the delivery terms and date set out in the Contract. If any goods and/or services are not delivered on time, we may cancel the relevant Order and terminate the Contract.
  - c. Unless otherwise excused pursuant to Section 11-A, time is of the essence in all Purchase Orders and Supplier will deliver acceptable Goods in strict conformity with the delivery schedule set forth in the Purchase Order. The supplier will bear the cost of any normal (except to the extent explicitly specified otherwise under the relevant Purchase Order) or extraordinary (in any case) shipping charges necessary to meet the delivery schedule specified in any Purchase Order.
  - d. Unless otherwise agreed in writing, Supplier will not deliver any Goods or render any services in advance of the schedule specified in the relevant Purchase Order and will not order materials or services necessary for delivery of the Goods or rendering of services to HarcoSemco in advance of Supplier’s normal and reasonable order requirements. Any Goods delivered to HarcoSemco in advance of schedule may be returned by HarcoSemco to Supplier at Supplier’s cost or HarcoSemco may, at HarcoSemco’s sole discretion, store the Goods at Supplier’s cost.
  - e. Unless otherwise excused pursuant to Section 11-A, at HarcoSemco’s option and sole discretion, if Supplier fails to deliver any Goods ordered under an Order by HarcoSemco by the delivery date, in consideration of the difficulties in calculating the damages which any such delay would cause HarcoSemco, HarcoSemco will charge Supplier, as liquidated damages, for each day of delay in delivery, 1% of the price of the goods or

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services (subject to a \$100 per day minimum) up to a maximum of 30% of the price of the goods or services that you supply to us, which the parties agree is a genuine pre-estimate of our losses. Liquidated damages under this section is not HarcoSemco's exclusive remedy for any late deliveries of Goods and HarcoSemco reserves the right to pursue any amount of damages HarcoSemco owes to its customer as a result of Supplier's failure to timely deliver. We specifically reserve the right to claim actual damages for losses, costs and expenses suffered only in the event that we can show that the damages available to us under the law are more than the liquidated damages hereby estimated.

**4. Quality and Rejection.**

- a. Any goods and/or services supplied by Supplier must: (i) conform to any Specification or other requirements referred to in the Contract; (ii) comply with all applicable legal requirements and regulations, including those relating to transportation, health, safety, and the environment.; and (iii) not infringe the intellectual property rights of any third party. Supplier must have all consents, licenses, and authorizations to supply us with any goods and/or services supplied.
- b. Any goods supplied by Supplier must be: (i) of the quantity and description specified in the Contract; (ii) of good quality; (iii) fit for their normal purpose and any specific purpose we inform you about or which you ought be aware; (iv) free from defects in design, material, and workmanship; and (v) free from any encumbrances.
- c. Any services supplied by you must be: (i) performed efficiently, safely, and competently by suitably qualified and experienced personnel, in conformity with any applicable industry code of practice; and (ii) of the quality which would be expected from a skilled and experienced operator providing equivalent services in the same circumstances. If you do not perform any services in conformity with the Contract, we may require you to re-perform such services or we may terminate the Contract and procure the relevant services from a third party at your cost.
- d. All goods acquired by HarcoSemco from Supplier are subject to HarcoSemco's inspection before or after receipt of the Goods by HarcoSemco regardless of when title to the Goods transfers to HarcoSemco. HarcoSemco's inspection may include physical, visual and/or mechanical review, as well as a request by HarcoSemco for any documentation necessary to substantiate that the Goods meet quality requirements, specifications, or specific requirements set forth in the Purchase Order.
- e. HarcoSemco will notify Supplier in writing if any Goods are defective in material or workmanship or not in conformity with the drawings, specifications, samples, required documentation or other requirements. HarcoSemco will provide Supplier a commercially reasonable timeframe to correct the defect or non-conformity; provided, however, that HarcoSemco may, in addition to any other rights under the Purchase Order, these Terms and Conditions or otherwise, correct or have corrected the defect or nonconformity at Supplier's expense but only to the extent HarcoSemco's manufacturing needs require such action in order for HarcoSemco to meet its customer requirements. Further, rejected Goods may be returned by HarcoSemco to Supplier at Supplier's risk and expense, including without limitation, all costs (including HarcoSemco's personnel costs) of unpacking, examining, repacking, and reshipping, and transportation of such Goods. Supplier will reimburse HarcoSemco for any rejected or returned Goods returned to Supplier and previously paid for by HarcoSemco.
- f. In addition to any other rights HarcoSemco may have under the Purchase Order, these Terms and Conditions, or otherwise, HarcoSemco may recover any and all costs, expenses and damages paid, incurred or suffered, to include damages HarcoSemco pays to its customers and third parties, as a result of or relating to holding, returning, replacing, correcting or rejecting defective or nonconforming Goods to the extent that such costs, expenses or damages were caused by in whole, or in part, by Supplier. In addition, HarcoSemco may charge Supplier up to one thousand dollars (\$1,000) for each quality notification; the parties agree that this is a reasonable estimate of the initial administrative costs HarcoSemco will incur to

process a quality notification, and that this charge is not a penalty. HarcoSemco may, at its discretion, invoice or debit the Supplier's account in the amount of all such costs incurred.

- g. HarcoSemco and its customers, subcontractors and regulatory agencies shall be allowed entry and are hereby authorized to enter into the premises of the Supplier to inspect and otherwise verify the quality of work, records, and material at any place, including the Supplier and Supplier's subcontract's manufacturing facilities.

**5. Invoicing and Payment.**

- a. HarcoSemco will pay you the price set out in the Contract which will be inclusive of (i) delivery costs; and (ii) sales tax, unless specifically indicated otherwise in such Purchase Order. In the event HarcoSemco informs Supplier that the transaction is exempt from sales or use taxes, Supplier shall not charge HarcoSemco sales or use taxes for the transaction. You will be liable for any withholding taxes.
- b. You may only invoice us for goods and/or services ordered by us on the later of: (i) the delivery date specified in the Contract; or (ii) the actual delivery date.
- c. Invoices must show: the date of delivery, Order number, any applicable export control classification number (ECCN), delivery address, description of goods and/or services (including part numbers) and must be sent to the invoice address specified in the relevant Order.
- d. Payment will be due from us within 90 days, unless differing terms are called out on the PO, of receipt by us of a validly issued invoice.
- e. HarcoSemco may offset against any amounts due under Supplier's invoices: (a) for any damages resulting from Supplier's default under or breach of any Contract with HarcoSemco (including any Purchase Order and these Terms and Conditions); (b) any amount owing from Supplier to HarcoSemco; (c) any adjustment for shortage or rejection and any costs associated thereby; or (d) any overcharge by Supplier.
- f. Supplier warrants that it will not charge HarcoSemco more for any Goods than it charges any other customer for such goods. Supplier will adjust prices upon discovery of any amounts paid by HarcoSemco that reflect a breach by Supplier of such pricing commitment and refund any excess payments made by HarcoSemco. HarcoSemco or its representatives, at HarcoSemco's cost, may audit all pertinent books, records, and files of Supplier in order to verify compliance with this section.

**6. Confidentiality and Intellectual Property.**

- a. You must not disclose to any third party any confidential information belonging to HarcoSemco or any of its customers, suppliers, or collaboration partners or use such information for any purpose except for the supply of goods and/or services to us under this Contract. You must immediately return to us such information and any copies if requested.
- b. You must, on request, transfer to us, free of charge and free from encumbrances, any documents, Specifications, plans, samples, information, or goods created or prepared for us by you or for you in connection with this Contract, which we may use without any charge.
- c. Intellectual property rights in any documentation, prototypes or other materials provided by us to you shall remain owned by us or our customers, suppliers, or our collaboration partners and shall only be used by you for the sole purpose of supplying goods and/or services to us.
- d. If any intellectual property rights are created by you or for you in connection with your performance of the Contract, then all such intellectual property shall be owned by us. You hereby assign to us all rights, title, and interest in such intellectual property rights and you hereby agree to execute all such documents and do all such things to give effect to this clause.
- e. You must not use any trademarks of HarcoSemco unless we have given express written consent.

**7. Indemnification and Insurance.**

- a. Supplier will defend, indemnify, and hold harmless HarcoSemco, their parent, officers, agents, employees, successors, and assigns, against any claims, loss, damage, or expense, including, without limitation,

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payment of direct, special, incidental, and consequential damages, and expenses of defending claims including attorneys' fees, arising out of, or relating to Supplier's breach of obligations, negligence, or willful misconduct with respect to the Order. This duty to defend, indemnify and hold harmless extends only to any suit, claims, judgment, or demand which arises out of or in connection with Supplier's negligence or willful misconduct. Supplier's performance or nonperformance, out of or in connection with Supplier's breach of warranty, out of any defect in the Goods whenever discovered, or failure of Supplier to pay royalties, or any other breach of Supplier's obligations whether such claim or suit is based upon contract, warranty, strict liability in tort, negligence, or other legal theory, and also extends not only to "third party claims" but also to any loss suffered by HarcoSemco.

- b. Supplier shall indemnify HarcoSemco, parent company, subcontractors, customers, suppliers, users or operators of the Goods or services ("Indemnified Parties") against liability, including costs, for any and all claims and in all proceedings alleging infringement of any United States or foreign patent or other intellectual property right arising out of the manufacture or delivery of Goods under a Purchase Order, or out of the use of, disposal by, or for the account of HarcoSemco of such Goods or service.
- c. You shall maintain such insurance policies as are appropriate and adequate having regard to your size and your obligations and liabilities under this Contract, and you shall provide evidence of such insurance policies on request.

**8. Default and Termination.**

- a. It is default under these Terms and Conditions if Supplier: (i) refuses or fails to deliver any goods within the time specified in such Purchase Order except as otherwise provided for; (ii) fails to comply with any other provision of a Purchase Order including these Terms and Conditions; or (iii) suspends its business or becomes insolvent or subject to any law relating to bankruptcy, insolvency or relief from creditors, or takes any action in anticipation thereof.
- b. In the event of any default by Supplier, HarcoSemco may terminate the Order (and all related Orders) with no liability owed to Supplier whatsoever. In the event of any such termination for default, Supplier will be liable to HarcoSemco for any and all damages resulting from Supplier's default.
  - i. If HarcoSemco terminates an Order for default, in whole or in part, HarcoSemco may acquire, under commercially reasonable terms, Goods or services similar to those terminated, in which case Supplier will be liable for any excess costs attributable to such re-procurement. Supplier shall continue to perform any work not terminated.
  - ii. If after termination, it is determined that the Supplier was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for HarcoSemco's convenience.
- c. We may cancel all or any part of any Order by giving you notice at any time prior to your full performance of the Order and in such event, we will not be liable to pay the price for such goods or services but shall reimburse your reasonable and substantiated costs arising, directly from such cancellation, except where such cancellation is a result of your breach.
- d. We may terminate the Contract: (i) for convenience by providing you with written notice; (ii) if you breach the Contract, and, if the breach can be remedied, you fail to remedy such breach within 10 days of receiving notice of the breach.

**9. Limitation of Liability.**

- a. HarcoSemco shall not be liable to Supplier for manufacture or procurement of materials in advance of the lead-time in accordance with the latest Purchase Order, or delivery schedule. If any revision or forecast affects a Good for which Supplier was authorized to commence manufacture by prior versions of a Purchase Order or forecast in accordance with lead-time requirements, HarcoSemco shall be liable for manufacture of Goods within the lead-time requirements. As a material term of this Contract, Supplier agrees that any

manufacture or order of materials in advance of Supplier's lead-time shall be solely at Supplier's risk and HarcoSemco assumes no liability for manufacture or procurement in advance of Supplier's lead-time. In the event of a termination or an engineering change resulting in obsolescence, no claim will be allowed for any such manufacture or procurement in advance of such lead-time unless an update to the Purchase Order or forecast: (i) affects a Good for which Supplier was authorized to commence manufacture by the prior revision in accordance with lead-time requirements; (ii) Supplier notified HarcoSemco in writing of the specific Good(s) affected; and, (iii) Supplier complied with the written direction of the HarcoSemco with respect to such affected Good(s).

**10. Compliance with Laws.**

- a. Supplier represents and warrants that all of the Goods provided by Supplier will comply and will be manufactured and furnished by Supplier in compliance with all applicable federal, state, and local laws, regulations, orders, and ordinances, including the Export Regulations (defined below in Section 10-D) and including those applying to Goods sold to the U.S. Government or for shipment in interstate commerce or international trade. Upon reasonable request, Supplier will provide evidence of such compliance.
- b. Supplier hereby certifies that the Goods have been or will be produced in compliance with the Fair Labor Standards Act of 1938 (29 U.S. Code §§201-219) and, as applicable, the Walsh-Healey Public Contracts Act (41 U.S. Code §§35-45), and the Work Hours Act of 1962 (40 U.S. Code §§327-332), and any amendments. Supplier further certifies that it has and will comply with Executive Order 13201 issued February 17, 2001, and any successor executive order and all laws and regulations concerning the export and import of Goods and technical data. Supplier agrees upon request to supply all certifications and information requested by HarcoSemco.
- c. Supplier shall comply with 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.
- d. Technical information or data, whether classified or otherwise, shall not be disclosed by Supplier to any person or entity in violation of the Export Administration Regulations (EAR) of the United States Department of Commerce (15 C.F.R. Subtitle B, Chapter 7, Subchapter C); the International Traffic in Arms Regulations (ITAR) of the United States Department of State (22 C.F.R. Chapter 1, Subchapter M); OFAC Sanctions of the Department of Treasury (31 C.F.R. Subtitle B, Chapter 5); or any other applicable laws or regulations of the United States ("Export Regulations for each person to whom Supplier wishes to disclose EAR-controlled and/or ITAR-controlled information, Supplier shall require such persons to certify agreement to EAR and/or ITAR non-disclosure requirements. Supplier will provide verification of the individual certifications upon request from HarcoSemco. Supplier will also provide citizenship verification information, evidence of completed denied parties' checks, and a description of applicable export authorizations obtained upon request from HarcoSemco for each person or entity they wish to disclose EAR and/or ITAR controlled information or for whomever they wish to request badge access to any HarcoSemco site. Supplier will complete these compliance activities prior to disclosure of controlled information. The supplier shall further fulfil all of its obligations in compliance with the Export Regulations.
- e. The supplier is required to provide a Safety Data Sheet (SDS) if a product is hazardous as defined in OSHA 29 C.F.R. 1910.1200. All MSDS will be provided to the appropriate HarcoSemco site as stated in the Purchase

Order. This provision applies to all orders for chemical products and raw stocks/substrates. Although this provision includes orders for hazardous materials and chemical substances, it is not restricted to such products and may include materials such as raw stocks, substrates, resins, and broad Goods.

- f. The Supplier represents, warrants and undertakes that the supply of products to HarcoSemco is in compliance with the European Union Regulation Number 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (“REACH”) (as may be amended and supplemented from time to time). The Supplier, where applicable: (i) guarantees that all supplied chemicals to HarcoSemco (whether such chemicals are supplied on their own, as part of a preparation (as defined in REACH) or within any supplied article (as defined in REACH) have been registered with, authorized by or notified to the European Chemicals Agency and appropriately labeled as required by REACH whether that be by the Supplier, or by the Supplier’s supplier (or in the case of a non-European Community supplier by the supplier’s “only representative” pursuant to Article 8 of REACH); (ii) undertakes to cooperate with HarcoSemco and the European Chemicals Agency to ensure that any registration, authorization or notification is made to the European Chemicals Agency in accordance with REACH and to keep HarcoSemco fully informed with requisite documentation to comply with REACH; (iii) guarantees that for all chemicals supplied by the Supplier to HarcoSemco (whether such chemicals are supplied on their own, as part of a preparation (as defined in REACH) or within any supplied article (as defined in REACH), HarcoSemco’s usage of such chemical substances is covered by any REACH registration or REACH authorization and is included in any safety data sheets or exposure scenarios for such chemical substances; (iv) has notified and shall notify HarcoSemco from time to time of any and all chemical substances listed in Annex XIV of REACH (as may be amended or supplemented from time to time) (Substances of Very High Concern (SVHC)) in any products to be supplied or supplied by the Supplier to HarcoSemco; and (v) shall procure that its suppliers are in compliance with this paragraph in respect of any chemical substances which the Supplier subsequently supplies (whether such chemicals are supplied on their own, in preparations (as defined in REACH) or within any supplied article (as defined in REACH) to HarcoSemco. (vi) Supplier shall bear all costs, charges and expenses related to pre-registration, registration, evaluation, and authorization under the REACH regulation of the chemical substances that are the subject of the Order.
- g. Supplier shall perform appropriate due diligence on its supply chain in order to assist HarcoSemco and its customers to fulfill the reporting obligations of the conflict minerals rule. Supplier shall, no later than thirty (30) days following each calendar year in which Supplier has delivered any Products to HarcoSemco, under this Agreement or otherwise, complete and provide to HarcoSemco a single and comprehensive report consistent with industry practice. If the Supplier is a registrant with the Securities and Exchange Commission (SEC), Supplier shall comply with all the reporting requirements regarding conflict minerals as defined by the SEC at 17 C.F.R. Parts 240 and 249b, (Dodd-Frank Act Section 1502).

**11. General.**

- a. Deliveries or acceptance will be subject to extension of time made necessary by reason of delays or disabilities directly affecting Supplier or HarcoSemco, occasioned by fires, floods or other catastrophes, wars, riots or embargo delays, government allocations or priorities, unforeseeable government restrictions or controls, quarantines, pandemics, or unusually severe weather conditions, to the extent such delays and disabilities are beyond their reasonable control in spite of prudent precautions. Performance may be delayed only to the extent caused by such an event, and upon prompt written notice of the event. If such a delay continues for more than ninety (90) days, HarcoSemco may terminate in accordance with Section 8 above.
- b. For any purchases for U.S. Government end use, you must comply with Appendix A available in the Supplier Portal. You have an affirmative duty to comply with Appendix A and to notify us if you are unable to access such document.

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- c. Neither a Purchase Order, nor any interest in a Purchase Order may be assigned, in whole or in part, by the Supplier without prior written approval by HarcoSemco. A change of control of the Supplier shall be considered an assignment requiring prior written approval. Any such attempted assignment without consent shall be void and shall have no effect
- d. If suspect or counterfeit parts are furnished under a Purchase Order and are found in any of the Goods delivered, such items will be impounded by HarcoSemco. Supplier, at Supplier's cost, shall promptly replace such suspect or counterfeit parts with parts acceptable to HarcoSemco and Supplier shall further be liable for all costs related to the removal and replacement of such parts, including without limitation, HarcoSemco external and internal costs of removing such suspect or counterfeit parts, or reinserting replacement parts and of any testing necessitated by the reinstallation of Suppliers Good after suspect or counterfeit parts have been exchanged. The supplier shall be fully liable for all such costs, even if such costs might be considered indirect, special, or consequential damages. Supplier's liability for suspect or counterfeit parts shall not expire until 72 months after delivery to the end user. At HarcoSemco's request, Supplier shall return any removed suspect or counterfeit parts over to HarcoSemco's customer or the U.S. Government for further investigation. Supplier agrees that any Government or quasi-Government directive, such as a GIDEP alert indicating that such parts are counterfeit, shall be deemed definitive evidence that Supplier's Goods contain counterfeit parts.

**12. Law and Jurisdiction.**

- a. The Contract and all non-contractual obligations arising out of or in connection with it shall be governed by the laws of Connecticut. The federal or state courts of Connecticut shall have exclusive jurisdiction over any dispute arising out of or in connection with this Contract, including any existence, validity, or termination. The parties agree that any dispute, claim or controversy shall (if a trial occurs) be tried to the court sitting without a jury, notwithstanding any constitutional or statutory rights or provisions.