

## TERMS AND CONDITIONS FOR DELIVERY AND PAYMENT

1. General. All deliveries are governed solely by (a) these terms and conditions for delivery and payment ("T&C"); (b) the current version of the "General Conditions for the Supply of Products and Services of the Electrical and Electronics Industry" of Germany ("German General Industry Conditions"), including the supplementary clause on "Retention of Title", which are incorporated by reference as if they were fully set forth herein, irrespective of the location of production or delivery of the goods.
2. Rejection of Other Terms and Conditions. In the event that any Purchaser request for quotation or proposal and/or nominating letter (collectively, "RFQ"), which contain standardized terms and conditions not appearing in full in such RFQ is held to be an offer, that offer is expressly rejected and is replaced in its entirety by these T&C. These T&C constitute a material part of any offer made by Marquardt and may be accepted by Purchaser only in accordance with the terms set forth herein. Any acceptance of an offer of is expressly made conditional on Purchaser's acceptance of these T&C. No purported acceptance of any Purchase Order on terms and conditions which modify, supersede, supplement or otherwise alter these T&C shall be binding upon Marquardt and such terms and conditions shall be deemed rejected and replaced by these T&C. Any additional or different terms contained in Purchaser's forms or otherwise are rejected and shall not become a part of the agreement between Marquardt and Purchaser unless such additional or different terms are specifically agreed to in writing by Marquardt.
3. Offers. Our offers are not binding and do not become binding agreements until our offers are confirmed in writing or the commencement of performance on the offer.
4. Acceptance. Either of the following shall constitute Purchaser's unqualified acceptance of these T&C, notwithstanding any terms contained in Purchaser's Purchase Order or other documentation: (a) acceptance of goods shipped and/or (b) payment for goods shipped.
5. Prices. Prices are set in US Dollars, exclusive of all sales taxes or value added taxes, for delivery ex works and excluding packaging. The prices in effect on the day of shipment shall be charged. If a price is fixed by the terms of a Purchase Order, notwithstanding any fixed price, if the price of raw materials and/or component parts used in the production of goods subject to the purchase order increases by fifteen percent (15%) or more on a cumulative basis over the price existing at the time the Purchase Order was issued by Purchaser, the Parties will re-negotiate in good faith an equitable adjustment in the price; and will continue to repeat this process, if the price of raw materials and/or component parts continues to increase by fifteen percent (15%) or more on a cumulative basis since the last price increase. If after a price increase is instituted, and the price of raw materials and/or component parts used in the production of such goods decreases by fifteen percent (15%) or more on a cumulative basis, the Parties will re-adjust the price downwards to that price existing prior to the latest increase.
6. Order Modifications. Changes in Purchase Orders require the written consent of Marquardt. Any increase in cost caused by a change in any Purchase Order shall be borne by Purchaser. Purchaser shall bear all costs incurred by Marquardt as the result of any cancellation of Purchase Orders, including but not limited to (i) goods delivered before cancellation that comply with the specifications and other requirements of the Purchase Order, and (ii) the verifiable cost of raw materials and component parts that were purchased by Marquardt to meet the requirements of the cancelled Purchase Order and that (a) meet all of the relevant specifications under the Purchase Order; (b) were ordered no earlier than the applicable material or component lead times in order to meet the delivery date specified in The Purchase Order; and (c) cannot be returned for refund or credit or used for or sold to any of Marquardt's other customers.
7. Releases. A Release is a schedule by which Purchaser (i) specifies the firm quantity of goods that Marquardt is to deliver to Purchaser on at least a weekly basis, (ii) authorizes material fabrication, and/or (iii) authorizes the purchase of raw materials/components, each for the period specified therein. The Release indicates the firm quantity of goods and/or the firm quantity of raw materials/components, as applicable, for which Purchaser is liable to Marquardt and that Marquardt is obligated to provide to Purchaser for the period specified therein. If Purchaser cancels all or any portion of any Release at any time upon written notice to Marquardt, which may be via an

electronic communication including via EDI. Purchaser's obligation regarding cancellation of Releases shall be for Purchaser to pay for the Goods covered by such Release at the time of cancellation as follows: (i) for up to two (2) weeks of finished inventory at the Purchase Order price; (ii) up to four (4) weeks of work in process at the cost of materials and labor with standard overhead but no profit; (iii) at Marquardt's sole option to finish the work in process and be paid for it the Purchase Order price and (iv) the agreed upon amounts for non-cancellable, non-returnable raw materials and components for which Marquardt is unable to mitigate through alternative uses or sales, at Marquardt's original purchase cost for such raw materials and components. If cancelled Releases in the aggregate during a one (1) year period amount to twenty (20)% or more of the forecasted volumes, Purchaser will pay Marquardt on a pro rata basis the verifiable costs due to the failure to realize anticipated production volumes, revenues or savings, unabsorbed overhead, interest on claims, product development and engineering costs, tooling, facilities and equipment rearrangement costs or rental, unamortized capital or depreciation costs, or general administrative burden charges from the cancellation of Releases.

If a Release is re-scheduled for longer than two (2) weeks, Purchaser will thereafter pay a per diem delay fee equal to .25% of the value of the goods to be delivered, provided that such fee will not exceed 5% of the value of goods ordered.

If the Parties cannot agree on amounts described in Sections 6 and 7, the matter will be resolved according to Section 24.

8. Delivery Quantities. Deliveries shall be made both in quantities and at times specified on the Purchase Order or on Releases furnished by Purchaser, unless Marquardt is legally excused therefrom, and further subject to Section 9. For engineering reasons, Marquardt reserves the right to deliver ten percent (10%) more or ten percent (10%) less of the ordered or confirmed amount of customized products. Marquardt is allowed to ship partial orders. Partial orders having a value below Five Hundred Dollars (US \$500.00) shall be billed on a per item basis, with the price of each item representing its proportion to the price for a full packaging unit of that product. All orders having a value below Five Hundred Dollars (US \$500.00) shall be shipped immediately ex works, provided the goods are in stock.

9. Delivery Dates. Delivery dates are estimates only and are not time of the essence unless such dates are expressly made time of the essence in a writing signed by Marquardt. Marquardt will make its best efforts to make timely delivery, but delivery dates shall be extended by a reasonable time if Marquardt is prevented from making timely delivery by an event *force majeure*, as defined in Section 21. Purchaser's claims for damages due to any delay in delivery shall be limited to direct, foreseeable damages, AND SHALL NOT INCLUDE ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, LOST PROFITS, OR OTHER COSTS ASSOCIATED WITH LOSS OF PRODUCTION, UNLESS THE DELAY IS CAUSED BY MARQUARDT'S INTENTIONAL OR GROSSLY NEGLIGENT CONDUCT.

10. Packaging and Shipment. All Purchase Orders will be delivered in the packaging units specified by Marquardt. All goods shall be packaged according the standards of the industry. Disposable packaging will not be taken back by Marquardt. Reusable packaging shall be returned to Marquardt by Purchaser at Purchaser's cost and expense. Marquardt is free to choose the least expensive method of shipping unless the Parties agree to specific shipping terms in writing.

11. Transfer of Risk. Risk of loss shall pass to Purchaser upon shipment of the goods from Marquardt's factory or warehouse. Purchaser bears the risk of loss for all shipments, including return shipments, unless otherwise agreed by the Parties in a signed writing.

12. Return Shipments and Credits. Goods, not claimed to be defective, may be returned to Marquardt only with Marquardt's written consent. Marquardt shall not issue a credit note for orders of less than One Hundred Dollars (US \$100.00). Marquardt shall retain fifteen percent (15%) of the value of returned goods, having a value of at least One Hundred Dollars (US \$100.00) for inspection and repackaging of the goods to assure quality to the subsequent purchaser. Customized goods cannot be returned to Marquardt.

13. Conditions of Payment: Default. Payments must be made within 30 days net after the date of the invoice unless other terms are agreed upon expressly. All bank charges in the country of payment shall be paid by Purchaser. Bills of Exchange will be accepted only without charges and only upon specific agreement by Marquardt. Marquardt reserves the right to require security, cash on delivery or cash-in-advance as a condition for shipment of goods. Delivery may be refused, if these requests are not granted. Cash on delivery or cash-in-advance terms do not relieve the Purchaser from its obligation to accept delivery of goods. Overdue payments are subject to a late fee of 1.5% per month.

14. Security Interest Retained. Purchaser grants Marquardt a security interest in all goods shipped by Marquardt until Purchaser has paid all accounts with Marquardt in full.

15. Defects, Liability. Purchaser must inspect goods upon delivery to assure they conform to the agreement of the Parties. Nonconforming goods and defects must be reported in writing to Marquardt within fourteen (14) days after delivery of goods to Purchaser. Latent defects that cannot be detected by inspection shall be reported to Marquardt within fourteen (14) days after discovery. FAILURE TO REPORT DEFECTS WITHIN THE TIME FRAMES SET FORTH IN THIS PARAGRAPH CONSTITUTES A WAIVER OF PURCHASER'S CLAIMS FOR BREACH OF WARRANTY, DEFECTIVE GOODS, OR NON-CONFORMING GOODS. Purchaser's claims for breach of warranty must be made within twelve (12) months after the transfer of risk. Nonconforming or defective goods shall be repaired or replaced at the discretion of Marquardt, provided the defect or nonconformity existed at the time risk of loss passed to the Purchaser. If repair or replacement is unsuccessful, the Purchaser is entitled to rescind the contract or reduce the contract price. PURCHASER SHALL HAVE NO CLAIM FOR DAMAGES BASED ON DEFECTS, UNLESS SUCH DEFECTS HAVE BEEN FRAUDULENTLY CONCEALED BY MARQUART, OR ARE DUE TO INTENTIONAL OR GROSSLY NEGLIGENT CONDUCT ON THE PART OF MARQUART. FURTHER, PURCHASER SHALL NOT BE ENTITLED TO ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, LOST PROFITS, OR OTHER COSTS. REGARDLESS OF THE THEORY OF RECOVERY, MARQUARDT'S LIABILITY IS LIMITED TO A REFUND OF THE AMOUNTS PAID BY PURCHASER FOR THE DEFECTIVE GOODS.

16. Warranties. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTIES FOR GOODS PROVIDED TO PURCHASER UNDER THE TERMS OF A PURCHASE ORDER. MARQUART'S DESCRIPTION OF ITS GOODS IS NOT TO BE CONSTRUED AS A WARRANTY OF THE QUALITY OR CHARACTERISTICS OF THE GOODS. THE WARRANTIES OF MARQUARDT ARE LIMITED TO EXPRESS WARRANTIES GIVEN BY MARQUARDT TO PURCHASER IN WRITING.

17. Tools. All tools constructed by Marquardt for the production of goods are and shall remain the property of Marquardt, even if Purchaser has shared in the costs of such tooling unless other terms are agreed upon expressly.

18. Term and termination. The term of the Purchaser Order must be stated on the face of the Purchase Order, but the term remains subject to the Parties' termination rights. If the term is not so stated, the Purchase Order will be considered a "spot buy".

Either Party has a right to terminate a Purchase Order for a material breach of the terms and conditions of a Purchase Order or of these T&C. Prior to terminating a Purchase Order, the terminating Party shall provide the other Party a written notice of the claimed breach and an opportunity to cure the breach within ten (10) days after receipt of the written notice. Failure to cure will result in an automatic termination without further notice.

Liability for each Party will be limited to the direct costs identified for the specific breach. In no event shall either Party be liable to the other Party for consequential or incidental damages, lost profits, or other costs, except as otherwise provided under these T&C.

Either Party has a right to terminate for convenience. To terminate for convenience the terminating Party must provide ninety (90) days prior written notice to the other Party. If Purchaser is the terminating Party, Marquardt will (i) adjust its production and deliveries to fit within a schedule established by Purchaser; (ii) for goods which have already been manufactured but do not fit within Purchaser's established schedule, Marquardt will transfer title and

deliver to Purchaser the usable and merchantable finished goods; (iii) Marquardt will transfer title and deliver to Purchaser all work in process, and raw materials/components that Marquardt produced or acquired in accordance with firm Release amounts under the Purchase Order and which Marquardt cannot use in producing goods for itself or for others; (iv) take actions reasonably necessary to protect property in Marquardt's possession in which Purchaser has an interest and (v) upon Purchaser's request, cooperate with Purchaser in effecting the resourcing of the goods covered by the Purchase Order to an alternative supplier designated by Purchaser. In addition to the foregoing, Marquardt is entitled to the verifiable cost of raw materials and component parts for a period up to ninety (90) days that were purchased by Marquardt or part of a non-cancellable contract entered into with a supplier by Marquardt to meet the requirements of the canceled Purchase Order which cannot be returned for refund or credit or used for or sold to any of Marquardt's other customers.

If Marquardt is the terminating Party, Marquardt will comply with the transitioning obligations of section 19. Purchaser will pay for all amounts which have accrued to Marquardt through the date of termination.

19. Transition. Upon the expiration or earlier termination of any Purchase Order for whatever reason, Marquardt agrees to take the actions which follow to accomplish the transition from Marquardt to an alternative supplier. The term "alternative seller" expressly includes, but is not limited to, a facility owned or operated by Purchaser.

(i) Purchaser shall provide all notices necessary or desirable for Marquardt to resource the Purchase Order to an alternative supplier.

(ii) Marquardt shall continue for a period of up to ninety (90) days, the uninterrupted production and delivery of goods covered by the Purchase Order, at the prices, quantities and on the other terms stated in the Purchase Order, without premium or other condition, except those recognized in these T&C, including a sufficient bank of goods, as determined by Purchaser, to ensure that the transition to any alternative supplier chosen by Purchaser will proceed smoothly.

(iii) Marquardt shall return to Purchaser all bailed property and any other property furnished by or belonging to Purchaser or any of Purchaser's customers in as good as condition as when received by Marquardt, reasonable wear and tear excepted.

(iv) To the extent reasonably possible, Marquardt shall, at Purchaser's option, assign to Purchaser any or all supply contracts or orders for raw material or components relating to the Purchase Order.

20. Setoff. Purchaser shall have no right of set-off against any funds due Marquardt.

21. Force Majeure. Any delay or failure of Marquardt to perform its obligations under a Purchase Order will be excused if, and to the extent that, Marquardt is unable to perform specifically due to an event or occurrence beyond its reasonable control and without its fault or negligence, including, but not limited to: acts of God; pandemic; epidemic; supply chain shortages; restrictions, prohibitions, priorities or allocations imposed or actions taken by a supplier or governmental authority; insolvencies; embargoes; fires; explosions; natural disasters; riots; wars; sabotage; or inability to obtain power; or labor disruption, strike or worker slowdown. Marquardt will use diligent efforts to ensure that the effects of any such event or occurrence are minimized and, as promptly as possible, resume full performance under the Purchase Order. As soon as possible (but no more than three [3] full business days) after the occurrence, Marquardt shall provide written notice describing such delay and informing Purchaser of the anticipated duration of the delay and the time that the delay is expected to be cured. During the delay or failure to perform by Marquardt, Purchaser may at its option: (a) purchase goods from other sources and reduce its Releases to Marquardt by such quantities, without liability of Purchaser to Marquardt but without reimbursement by Marquardt to Purchaser for any additional costs of obtaining the substitute goods compared to the prices set forth in the Purchase Order; or (b) terminate the Purchase Order for convenience

22. Service and Replacement Parts. Marquardt is only obligated to sell to Purchaser all goods necessary for Purchaser to fulfill Purchaser's and its customer's service and replacement parts requirements for its current model year if Marquardt expressly agrees to do so in writing. In that event, beginning in the first year following current model production, the price for the goods will be at the then current production prices, plus an amount based on the then rate of inflation, and any actual net cost differential for required unique packaging. Thereafter, the price of goods shall be adjusted every two (2) years to take into account the rates of inflation.

23. Confidentiality. Each Party shall (i) keep all the other Party's Information confidential and disclose it only to its employees who need to know such Information in order for the goods, tooling, and equipment to be sold and purchased by the respective Party under a Purchase Order and (ii) use such Information solely for the purpose of supplying and purchasing the goods. "Information" means all information provided between the Parties or their representatives or subcontractors in connection with a Purchase Order, including without limitation, pricing and other terms of a Purchase Order, specifications, data, formulas, compositions, designs, sketches, photographs, samples, prototypes, test vehicles, manufacturing, packaging or shipping methods and processes and computer software and programs (including object code and source code).

24. Place of Performance, Venue and Jurisdiction. The place of Marquardt's performance of its obligations under its agreement with Purchaser shall be Marquardt's location from where the delivery of goods originates. The sole venue as well as the jurisdiction for disputes arising directly or indirectly under the agreement of the Parties shall be Marquardt's location from where the delivery of goods originates. For goods originating from Marquardt's New York location all disputes shall be venued in New York State Supreme Court in Madison County, New York or in the United States District Court for the Northern District of New York, and shall be governed by New York State law, except as otherwise provided in Section 1. For goods originating from Marquardt's German location all disputes shall be venued in Courts of Stuttgart and shall be governed by the laws of Germany.

25. Modifications. Marquardt reserves the right to make technical modifications and improvements to its products.

26. Severability. If any provision of these terms and conditions are held to be invalid or unenforceable, such provision shall be deemed amended to accomplish the objectives of the provision as originally written to the fullest extent permitted by law and the remainder of the terms and conditions shall not be affected and shall remain in effect and enforceable.

December 2023