

## **PURCHASE ORDER TERMS AND CONDITIONS**

IF THE PARTIES HAVE EXECUTED A MASTER PURCHASING AGREEMENT OR SIMILAR CONTRACT ("MASTER AGREEMENT") GOVERNING THE PURCHASE ORDER ISSUED BY PANASONIC ENERGY CORPORATION OF AMERICA ("ORDER"), THEN THAT MASTER AGREEMENT CONTROLS IN THE EVENT OF ANY CONFLICT WITH THE ORDER; OTHERWISE, THE ORDER IS EXCLUSIVELY GOVERNED BY THE FOLLOWING TERMS AND CONDITIONS:

**ACCEPTANCE:** The ORDER is an offer by Buyer to Seller (as both parties are identified on the face of which will become a binding contract only on the terms and conditions contained herein when it is accepted by Seller. Seller may accept this ORDER by sending to Buyer the Seller's acknowledgment form or by commencing work hereunder. Shipment or other commencement by Seller of any part of this ORDER constitutes Seller's unconditional acceptance of the terms and conditions of this ORDER. Acceptance is expressly limited to the stated terms and conditions on both sides hereof, and in no event shall any terms or conditions contained in Seller's acknowledgment forms, invoices, billing statements or other documents become part of the contract, whether or not signed by Buyer's representative, except in accordance with paragraph 11 under "GENERAL" below. If this ORDER is in the amount of \$2,500 or more, Seller shall, upon request, promptly execute and return Buyer's Certificate of Compliance form, certifying compliance with all applicable federal laws, rules and regulations.

**REPRESENTATIONS AND WARRANTIES:** Seller represents and warrants to Buyer, in addition to all warranties implied by law, that each article or service, delivered or performed hereunder shall: (a) be merchantable and fit for Buyer's intended purpose; (b) be free from defects in material, workmanship and design, including application notes and /or guidelines and, with respect to services, be performed in a first class, workmanlike manner; (c) conform to all drawings, specifications and other descriptions, if any, referred to or set forth herein and all articles, if any, accepted by Buyer as samples; (d) comply with, be suitable for use under, be manufactured or performed, as the case may be, in accordance with and where required, be registered under, all applicable Federal, state and local laws, and all orders and regulations promulgated thereunder including, without limitation, the Fair Labor Standards Act of 1938, as amended; (e) comply with all governmental and/or regulatory and safety constraints including, but not limited to, those pertaining to restricted, toxic and hazardous materials, as well as environmental, electrical, and electromagnetic considerations applicable to all countries of manufacture and/or of sale; and (f) not infringe or encroach upon personal, contractual or proprietary rights of any third party. Seller further represents and warrants that (a) all statements in its Certificate of Compliance will be true and complete. Upon Buyer's request, Seller shall furnish to Buyer a certified report detailing the materials, conflict minerals and workmanship incorporated into the articles or utilized in connection with the performance of the services. Further, upon Buyer's request, Seller shall provide Safety Data Sheets with respect to hazardous chemicals as required by regulations of the U.S. Occupational Safety and Health Administration. Seller's representations and warranties shall survive the performance of the services or the delivery of the articles, or of products containing or incorporating such articles, to Buyer and any resales thereof by Buyer. BUYER MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THIS ORDER EXCEPT AS EXPRESSLY CONTAINED HEREIN.

**REMEDIES:** The rights and remedies reserved to each party in this contract shall be cumulative with, and additional to, all other or further remedies provided in law or equity. Without limiting the foregoing, should any goods fail to conform to the warranties set forth above, Buyer shall notify Seller and Seller shall, if requested by Buyer, reimburse Buyer for any special incidental and consequential damages caused directly or indirectly by such nonconforming goods, including, but not limited to, costs, expenses and losses incurred by Buyer or Buyer's authorized agents (a) in inspecting, sorting, repairing or replacing such nonconforming goods; (b) resulting from production interruptions, (c) conducting recall campaigns or other corrective service actions, and (d) responding to, addressing, and/or resolving claims for personal injury (including death) or property damage caused by such nonconforming goods. If requested by Buyer, Seller will enter into a separate agreement for the administration or processing of warranty charge backs for nonconforming goods.

### **INDEMNITY AND INSURANCE**

1. (a) Seller agrees to indemnify and hold harmless Buyer and Buyer's representatives, directors, agents, employees and permitted assigns from and against any and all losses or claims for losses, liability, damage or expenses, including without limitation counsel fees, which arise out of or result from any of the following: (1) any injury to person or property arising or resulting from any actual or alleged defect in any of the articles or services, or any act or omission of Seller or Seller's agents or employees, or of any of Seller's subcontractors, with respect to any of the articles or services; (2) the alleged existence of any state of facts concerning the articles or services which, if true, would constitute a breach of any representation, warranty or other obligation of Seller hereunder; (3) the nonfulfillment of any agreement on the part of the Seller contained herein; or (4) any and all actions, suits, proceedings, investigations, demands, assessments or judgments incident to the foregoing.

(b) If an action or proceeding based upon any matters referred to in subparagraph (a) above is brought against Buyer or its agents or employees, Buyer will promptly notify Seller, who shall, if Buyer requests, defend such action or proceeding by reputable counsel retained at Seller's expense. In addition, Buyer may appear and be represented by counsel of its own choosing at Buyer's expense.

(c) Seller agrees that any controversy between itself and Buyer concerning Seller's

obligations under this indemnity may be litigated in the same forum as, and concurrently with, any lawsuit against Buyer to which such controversy may relate and Seller agrees to voluntarily appear in such forum and submit to the jurisdiction thereof.

2. Seller agrees to maintain, and, when requested by Buyer, to furnish certificates acceptable to Buyer evidencing adequate Worker's Compensation, public liability, comprehensive general liability, product liability, property damage and other applicable insurance coverages. Maintenance of such insurance shall not relieve Seller of liability under the indemnity provisions set forth above.

PERFORMANCE SCHEDULE: Time and rate of deliveries and performance of services are of the essence hereof, and if such delivery or performance is not completed by the time provided for herein, Buyer reserves the right, without liability, in addition to its other rights and remedies, to terminate this ORDER, by notice, as to articles not yet delivered, or services not yet performed, and to purchase substitute articles or services elsewhere and charge Seller with any loss incurred, plus incidental expenses. If requested by Buyer, Seller will, at Seller's expense, use an expedited method of shipment with respect to late deliveries. Articles shipped to Buyer in advance of the scheduled date may be returned, at Seller's expense, and Buyer shall not be liable for fabrication or shipment of articles in excess of authorized quantities nor obligated to accept tender thereof.

CHANGES: Buyer may make changes in: (a) the specifications, drawings and samples, if any; (b) the method of performance, shipment or packaging; (c) the place and time of performance; and (d) the services, articles and materials, including the quantities thereof, to be furnished by Seller. If such change causes an increase or decrease in the cost of, or time required for, performance hereunder, an equitable adjustment shall be made in the contract price or performance schedule, or both. Any claim for adjustment hereunder must be asserted within thirty (30) days from the date of receipt by Seller of the notice of change, after which such claim shall be deemed to have been waived.

#### CANCELLATION

1. Buyer may terminate and rescind all, or any part, of this ORDER, by notice to Seller, in the event that: (a) Seller fails to perform any of its obligations hereunder; (b) any of the representations or warranties of Seller contained herein shall be incorrect or untrue when made or at the time of delivery of any of the articles, or rendering of any of the services, to Buyer hereunder; or (c) Seller becomes insolvent or seeks relief under any bankruptcy or insolvency law, or if any bankruptcy, reorganization, arrangement, receivership or other insolvency proceeding shall be commenced by or against Seller. Such termination shall become effective immediately upon receipt or refusal of acceptance of such notice by Seller; and Seller will immediately stop work on the terminated portion of this ORDER, notify subcontractors to stop work, and protect property in Seller's possession in which Buyer has, or may acquire, an interest. In the event of such termination, Buyer shall pay Seller the stipulated price for all articles or services which have been completed by Seller and delivered to and accepted by Buyer, subject to Buyer's rights of revocation of acceptance.

2. Buyer may terminate and rescind all or any part of this ORDER, for reasons other than the default of Seller, by notifying Seller. Such termination shall become effective immediately upon receipt or refusal of acceptance of such notice by Seller; and Seller will immediately stop work on the terminated portion of this ORDER, notify subcontractors to stop work, and protect property in Seller's possession in which Buyer has, or may acquire, an interest. In the event of such termination, Buyer shall pay Seller the stipulated price for all articles or services which have been completed by Seller and delivered to and accepted by Buyer, subject to Buyer's rights of revocation of acceptance. Also, with respect only to terminations pursuant to this paragraph 2, Buyer shall pay Seller for Seller's reasonable out-of-pocket costs necessarily incurred in the performance hereof which are properly allocable to the terminated portion of this ORDER under recognized commercial accounting practices; provided, however, that Seller must, in good faith, use its best efforts to mitigate such out-of-pocket costs by commercially reasonable means. Any claim for payment of such out-of-pocket costs must be submitted in writing to Buyer within thirty (30) days of receipt of Buyer's notice of termination, thoroughly documented by invoices or other applicable documents, after which time such claim shall be deemed to have been waived. Buyer may audit all elements of any termination claim; and Seller shall make available to Buyer, on request, all books, records and papers relating thereto, in a form readable by Buyer.

3. The remedies provided in paragraphs 1 and 2 above shall be Seller's exclusive remedies for Buyer's termination and/or rescission of this ORDER and Seller shall have no other remedy; including, but not limited to, specific performance or recovery of loss of profits. Seller will deliver to Buyer any property in which Buyer has an interest and for which Buyer shall make a written request at or after termination; and Buyer will pay Seller the fair value of any such property so requested and delivered.

PACKING AND SHIPPING: Buyer may, at its option, control and select the method of transportation of articles ordered. All delivered articles shall be packed and packaged in accordance with the instructions or specifications attached hereto, incorporated herein, or otherwise referred to in drawings or specifications for the articles hereunder. In the absence of any such instructions or specifications, Seller shall comply with best commercial practices for domestic and/or international shipments adequate for safe arrival at destination and storage, for protection against weather and transportation, for compliance with carrier regulations and for securing the lowest transportation costs. No charge shall be made by Seller for cartage or packing unless authorized by Buyer in writing.

Truck shipments must be made only by carriers authorized under applicable Federal and state law or will be subject to rejection. All packages and containers must bear Seller's name and Buyer's ORDER number, indicate the contents, and show quantity, gross and net weights. Multiple containers must be labeled as such. Country of origin must be clearly marked on each article, box and carton. Any omission or failure in marking country of origin will be the responsibility of Seller. A bill of lading or other shipping manifest must be mailed to Buyer the same day that shipment is made by Seller.

#### INSPECTION

1. Articles and services shall be received subject to Buyer's rights of inspection, rejection and revocation of acceptance. Any article or service not in conformity with Seller's representations and warranties set forth herein or implied warranties of Seller may be returned at Seller's expense and will be promptly repaired or replaced by Seller, on demand, at no additional cost to Buyer, or at Buyer's option, such articles or services may be repaired by Buyer at Seller's expense. Seller shall bear all costs of packing, shipping and transporting defective or nonconforming articles. Payment of the purchase price prior to inspection shall not constitute acceptance by Buyer of the articles or services.
2. Seller, at its own expense, shall furnish any parts price lists, maintenance and repair instructions and sectional drawings requested by Buyer for articles supplied hereunder. Seller's facilities, materials and equipment, and the articles to be shipped hereunder (including adequate data showing the presence in each article of the physical and chemical properties, including all components and raw materials incorporated therein, required by the applicable specifications), shall at all reasonable times and places be subject to examination by Buyer; and Seller also shall impose the same requirements on its subcontractors. On ORDERS placed on a time and materials basis, Seller's costs records, and all ancillary business records, shall be retained by Seller for at least one (1) year following acceptance of articles or services by Buyer and such records shall at all times be subject to inspection by Buyer's representatives. All materials and workmanship incorporated into articles and/or services are subject to Buyer's inspection and testing at all times and places (such inspection and testing to be conducted, when practical, during the manufacture of articles or rendering of services) and, if any such inspection or testing is to be made on the premises of Seller, Seller will furnish, without additional charge, all reasonable facilities, testing equipment and assistance for safe and convenient inspection or testing.

#### BILLING, PRICE AND PAYMENT

1. Articles shipped or services rendered pursuant hereto must not be invoiced at a higher price than that shown on the face hereof without Buyer's prior written consent. The price on the face of the ORDER includes packing, crating and freight, express or cartage, unless otherwise shown on the face thereof. Invoices must itemize applicable transportation charges, taxes and customs duties, if any, as separate items. Invoices must be rendered as close to, but not before, the date of shipment of articles, or completing of services, as is possible.
2. Seller warrants that the prices for the articles and/or services to be furnished to Buyer hereunder are not less favorable than those currently extended to any other customer for the same or similar articles and/or services in similar quantities. If Seller's net prices to others similarly situated for similar articles and/or services are reduced below the price stipulated herein, Seller shall give Buyer the benefit of such reductions while they are in effect. Seller shall notify Buyer promptly of all such changes in prices.
3. Unless specified otherwise on the face of the ORDER, payment dates, for both determination of cash discounts and scheduling payment of net invoices, will be calculated from the date that acceptable invoices are received by Buyer or that articles shipped hereunder are received by, or services rendered hereunder are completed for Buyer, whichever shall be the later date.
4. Buyer may set-off against amounts payable to Seller hereunder all present and future indebtedness of Seller to Buyer arising from this or any other transaction or occurrence.

MATERIALS, TOOLS AND EQUIPMENT PAID FOR OR FURNISHED BY BUYER: Title to all tools, equipment, dies, jigs or other materials, if any, either paid for or furnished by Buyer in connection herewith shall at all times remain with Buyer. Such property shall be maintained by Seller in good and usable condition, reasonable wear and tear excepted, and Seller shall be responsible for any loss or damage thereto and shall at all times keep the same insured for its full insurable value. Seller shall not include any charge (including amortization or depreciation) for such property in the price of any article manufactured, or service rendered, by or with the use of said property. Such property shall be plainly marked or otherwise adequately identified by Seller as the property of Buyer and shall be stored separate and apart from Seller's property to the extent possible. Said property shall not be removed from Seller's premises, nor used for any purpose other than that for which furnished or acquired, without the prior written approval of Buyer. Buyer may, at all reasonable times, inspect such property and Seller's records with respect thereto and take possession of such property on demand with or without legal process and without liability. Seller agrees to waive, and does hereby waive, any lien that it may have or may hereafter have on such property and agrees to execute one or more Uniform Commercial Code financing statements with respect to such property showing Buyer's title thereto whenever so requested by Buyer. Such property shall be deemed to be moveable chattels and shall not become annexed. Seller shall indemnify Buyer against any and all costs and expenses, including without

limitation attorney's fees, arising out of the use of such materials by Seller.

#### CONFIDENTIALITY

1. Any designs, specifications, drawings, reprints, technical information or data ("Confidential Information") furnished by Buyer to Seller hereunder shall remain Buyer's property, shall be kept confidential by Seller, shall be used only with respect to articles manufactured or services rendered for Buyer and shall be returned to Buyer at Buyer's request. Buyer may use the Confidential Information in articles manufactured and/or services rendered by others and may obtain such legal protection as may be available for the Confidential Information.

2. Seller shall not, without Buyer's prior written consent, in any manner, divulge the fact that Seller has a contract to furnish articles and/or services to Buyer. Seller shall be responsible for safeguarding all secret, confidential or restricted matters that may be disclosed or developed in connection with its work hereunder.

#### GENERAL

1. All printed, stamped or written matter placed on the ORDER by Buyer shall be a part thereof.

2. The failure of Buyer to insist on the performance of any of the terms hereof, or to exercise any right or privilege hereunder, or Buyer's waiver of any breaches by Seller hereof, shall not thereafter waive any such terms, conditions, rights or privileges that Buyer may have hereunder.

3. All of the terms and conditions hereof shall apply to additional quantities of articles and/or services ordered by Buyer except to the extent covered by a new order.

4. These terms and conditions of the ORDER shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws rules.

5. Should any of the provisions hereof be declared by any court of competent jurisdiction to be invalid, such decision shall not affect the validity of any remaining provisions hereof.

6. None of Seller's rights or obligations hereunder may be assigned without Buyer's prior written consent.

7. Seller shall not be responsible for delays or defaults in deliveries or performance, nor Buyer for failure to receive, if occasioned by wars, strikes, fires, an act of God, or the public enemy, labor or transportation difficulties, pandemic, epidemic or other causes beyond the control of the affected party, provided that Seller takes prompt action to notify Buyer and mitigate or workaround the reported problem.

8. Buyer's complete ORDER number must appear on all invoices, shipping notices, packing slips, containers, bills of lading, packages, and correspondence pertaining hereto.

9. All notices, requests, demands and other communications which are required to be or may be given by either party hereunder shall be in writing and shall be personally delivered or mailed by first class mail, postage prepaid, or sent by pre-paid telegram, to the other party at the address of such other party indicated on the face hereof and shall be effective upon receipt or refusal of receipt.

10. In performing services hereunder, Seller shall be an independent contractor, and Seller shall not have any right or authority to act for, incur, assume or create any obligation, responsibility or liability, express or implied, in the name of or on behalf of, Buyer or to bind Buyer in any manner whatsoever.

11. In all undertakings, the Seller will make no payments of money, or anything of value, which constitute illegal or corrupt practice, to anyone, either directly or indirectly, as an inducement or reward to retain business or gain an improper advantage in connection with any business venture or contract in which the Seller is a participant.

12. Seller and any of its subcontractors shall (i) abide with the Supply Chain CSR Promotion Guidelines incorporated by reference at <https://holdings.panasonic/global/corporate/about/procurement/for-suppliers.html>, (ii) abide by 48 CFR 52.222-50 and (iii) abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(1). These regulations prohibit the trafficking in persons and protect and implement protections for human rights including but not limited to 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, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to protect human rights and employ and advance in employment individuals without regard to race, color, religion, sex, gender identity, national origin, protected veteran status or disability.

13. The ORDER, including these Terms and Conditions, constitute the entire and exclusive agreement between the parties regarding the subject matter of this ORDER and supersede all prior agreements,

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understandings and statements, whether oral or written, regarding this subject matter. Other orders or agreements that may exist between the parties are not affected by this ORDER unless expressly stated on the face of the ORDER. No modification to, change in or departure from the provisions of the ORDER shall be valid, or binding on Buyer, unless approved in writing by Buyer's authorized representative.

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