INDUSTRIAL TECH SERVICES, INC.
GENERAL TERMS AND CONDITIONS FOR SALE

THIS VERSION IS EFFECTIVE AS OF 11/1/2026 UNTIL UPDATED.

1. **DEFINITIONS**:

a) "Blanket Purchase Order" shall mean an Order calling for multiple deliveries of Products over a defined period of time.

b) "Buyer" shall mean any individual or entity purchasing Products, and any affiliates, subsidiaries, successors, or assigns thereof.

c) "Component" shall mean an input material, component, piece, or sub-assembly of a manufactured Product.

d) "Confirmation" shall mean Seller's written Sales Confirmation.

e) "Contract" shall mean a contract for the purchase and sale of Products between Seller and Buyer.

f) "Firm Order" shall mean an Order submitted by Buyer for a specific quantity of Products to be delivered on a date certain.

g) "Forced Labor Standards" shall mean applicable laws, regulations, or standards regarding forced or involuntary labor.

h) "Government" shall mean any country, state, city, municipality, or other political subdivision, domestic or foreign.

i) "Intellectual Property" shall mean any patent, patented articles, patent applications, designs, industrial designs, copyrights, software, source code, database rights, moral rights, inventions whether or not capable of protection by patent or registration, techniques, technical data, trade secrets, know-how, and any other proprietary right, whether registered or unregistered, including applications and registrations thereof, all related and continuing rights, and all similar or equivalent forms of protection anywhere in the world.

j) "Intellectual Property Rights" shall mean any right or protection existing from time to time in any jurisdiction, whether registered or not, under any patent law or other invention or discovery law, industrial design law, copyright law, performance or moral rights law, trade secret law, confidential information law (including breach of confidence) or any other similar laws, and includes legislation by competent governmental authorities and judicial decisions under common law or equity, and for greater certainty includes the right to file any applications, and the right to claim for the same the priority rights derived from any applications filed under any treaty, convention, or any domestic laws of a country in which a prior application is filed.

k) "Manufacturer" shall mean the producer or fabricator of the Products and may include Seller.

l) "Order" shall mean any written order, purchase order, forecast, request for quotation (RFQ), contract, agreement, email or any other document explicitly accepted by Seller for the supply of Products, which shall include a description and specifications of Products, quantity, delivery terms, final purchase price and payment terms, among other particular terms.

m) "Party" shall mean a Party to the Contract, either Buyer or Seller.

n) "Price" shall mean the accepted unit price of the Products to be paid by Buyer.

o) "Products" shall mean goods (as defined in UCC §2-105[1]) and related services provided by Seller to Buyer under an accepted Order. Products may include but are not limited to, raw materials, agricultural products, commodities, distillates, coatings, and lubricants, as well as fully integrated manufactured systems.

p) "Seller" or "ITS" shall mean Industrial Tech Services, Inc.

q) "Seller's Website" shall mean https://itslex.com/terms-conditions/.

r) "Subcontractor" shall mean any entity which provides goods or services either directly to Seller or indirectly to Seller from a position upstream in the supply chain.

s) "Terms" shall mean these General Terms and Conditions for Sale (Not for Auto Parts).

2. **ACCEPTANCE**. All Orders are subject to Seller's acceptance. These Terms apply to all Contracts and any amendments thereto. **TERMS OR CONDITIONS SET FORTH IN ANY PURCHASE ORDER OR OTHER BUYER-GENERATED DOCUMENT WHICH ARE INCONSISTENT WITH, OR IN ADDITION TO, THE TERMS AND CONDITIONS SET FORTH HEREIN ARE EXPRESSLY REJECTED BY THE SELLER AND ARE NOT BINDING ON THE SELLER, AND BUYER AGREES THAT THESE TERMS SHALL APPLY EXCLUSIVELY TO THE CONTRACT**. Without limiting the generality of the foregoing, Seller expressly rejects any attempt by Buyer to impose the terms in Buyer's contract with its Customer on the Contract. Neither Seller's delivery of the Products nor any other action of Seller at any time shall constitute acceptance of such additional or different terms. Any additional conditions or specifications applying to the Contract must be stated in a writing issued by Seller or signed by Seller. There shall be no "battle of the forms." No modifications or amendments of the Contract shall be binding on either party unless in writing and signed by the Party to be charged. Seller may change these Terms from time to time, which changes shall become effective and apply to future Contracts upon the posting of the changes to Seller's Website. The Contract contains the

entire agreement between the parties. No course of performance, course of dealing, trade usage, or conduct by Seller shall be construed to waive, modify or otherwise adversely affect Seller's rights. These Terms shall be applicable whether signed by the Buyer or not.

3. **DESIGNATED SUPPLIER**.

a) If requested or required by the Buyer, ITS will source the Products (or any Components thereof) from a supplier designated by the Buyer (a "Designated Supplier"). ITS will not change a Designated Supplier unless requested and/or authorized by the Buyer.

b) Buyer shall have the primary responsibility to confirm the Designated Supplier's compliance with applicable labor and environmental regulations and standards, including, but not limited to, Forced Labor Standards.

c) In the event of the closure, suspension or sale of a Designated Supplier, or inability or refusal of a Designated Supplier to manufacture and/or supply the Products (or Components thereof) on contracted terms, ITS will cooperate with the Buyer to minimize any supply interruptions and any costs, expenses, losses and/or damages to be incurred or suffered by the Buyer. ITS will not be responsible or liable for any costs, expenses, losses or damages incurred or suffered by the Buyer in such event, but will cooperate with the Buyer and the Designated Supplier to minimize the impact of such costs, expenses, and losses and/or damages to be incurred or suffered by the Buyer.

4. **VALIDITY**. Unless otherwise specified, prices are valid for thirty (30) days after the date of Seller's quotation. Thereafter, prices are subject to change.

5. **SHIPMENT MODE**.

a) Shipment mode (and routing, as applicable) will be at Seller's sole discretion unless otherwise specified. If an Incoterm is used in the Confirmation (the "Confirmation"), it shall be construed as a reference to Incoterms 2020 and shall apply to the Contract. Each shipment or delivery hereunder shall be construed and considered as a separate sale insofar as the Buyer's obligation to accept and pay for the Products under the terms of the Contract, and Buyer agrees to accept and pay for each such shipment or delivery without regard to other shipments or deliveries. If shipments or deliveries are delayed at the request of the Buyer, payment shall be due based on the day when the Seller was first prepared to make shipment or delivery, and Products shall be held at Buyer's sole risk and expense. Should Buyer fail to accept or to pay for any shipment or delivery, Seller may, without prejudice to any other lawful remedy, defer further shipments or deliveries until acceptance by Buyer or payment by Buyer, or Seller, may, at its option, and without any liability terminate the Contract as to any unaccepted or undelivered portion thereof, as well as any other outstanding contract with Buyer, and Buyer shall be responsible for any expenses or losses sustained by Seller as a consequence of such termination.

b) The bill of lading, waybill, manifest, or other delivery document shall be accepted by the Buyer and shall be conclusive as to the quantity, quality, time and place of shipment or delivery. The Products shall be delivered by the presentation to the Buyer of the bill of lading or a delivery order. Unless otherwise agreed by the parties, Seller shall have the right to select the carrier and/or routes at its sole discretion. Buyer shall make all claims for damage in transit against the carrier responsible for shipment.

c) Partial shipment or delivery shall be accepted unless otherwise specifically agreed in a writing signed by Seller.

d) All delivery dates are approximate unless otherwise specified in the Confirmation or otherwise agreed in writing.

6. **PRICE / RATE OF EXCHANGE/TAXES**. The Price shall be as set forth on the Confirmation. Pricing is based on consolidation of the quoted Products into one shipment. Unless otherwise specified, Orders must be placed by the due date on order form of Month N for delivery approximately 12 weeks later. A forecast for months N+ 4 and N+ 5 shall be provided at that time Unless otherwise specified, the pricing of Products which Seller procures from sources located outside of the United States is predicated on the rate of exchange at the time the order is placed or accepted at Seller's choice (the "Base Rate"). In the event that rate of exchange between the United States dollar and the currency of the country of origin of the Products (or any affected Component) shall differ from the Base Rate on the date of delivery, the Price of the Products shall be increased or decreased accordingly. Pricing is also based upon the current government tariffs, duties, assessments, surcharges and other levies now existing and applicable, and any increase that may hereafter be imposed on the Products (or any affected Component), or upon the sale thereof, shall be added to the Contract price paid by Buyer. Buyer shall have the benefit of any reduction to the extent that such reduction affects Products remaining to be delivered and/or paid for after such reduction occurs. For purposes of this section "government" shall mean any country, state, city, municipality or other political subdivision, domestic or foreign.

7. **QUANTITIES**. The minimum order quantity must be met for the price to apply. On orders for special Products or materials, the right is reserved to ship and bill product quantities up to 10% more than the quoted amount. Firm Orders may not deviate in quantity more than twenty percent (20%) from the amount forecast.

8. **PACKAGING**. Unless otherwise specified in a writing executed by Seller, Seller will package the Products for domestic shipment in accordance with standard commercial packaging.

9. **INSPECTION.** The final inspection shall occur upon receipt of the Products by Buyer at its facility. Buyer shall promptly notify Seller of any shortage or other failures of the Products to conform to the Contract. The bill of lading (or other delivery document) shall be conclusive as to the condition of the Products, time, and place of shipment or delivery.

10. **CLAIMS.** The Buyer must submit all claims to Seller in writing within thirty (30) days of receipt of the Products. Buyer shall promptly notify Seller of any shortage or other failures of the Products to conform to the Contract. Except to the extent claims may

result from damage in shipping arranged by Seller, if Seller is not the Manufacturer, Seller will present all claims to the Manufacturer for adjustment by the Manufacturer, without responsibility or engagement on the part of Seller. All claims submitted by Buyer shall include documentary evidence supporting the claim.

11. **FORCE MAJEURE**. Seller shall not be responsible for failure or delay due to causes beyond its control affecting the delivery of the Products. These causes shall include, but not be restricted to, fire, storm, flood, earthquake, explosion, accident, acts of any public enemy, war, rebellion, insurrection, sabotage, terrorism, epidemic, pandemics, quarantine restrictions, labor disputes, or controversies (including disputes or controversies which exist by reason of the refusal of Seller to prevent, settle, or resolve such dispute or controversy on terms unacceptable to it), labor shortages, transportation embargoes, or failures or delay in transportation, fuel or energy shortages, power interruptions or failures, acts of God, acts, rules, regulations, orders or directives of any government or political subdivision, agency or instrumentality thereof, or the order of any court, regulatory, or arbitral body of competent jurisdiction. ("Force Majeure Events"). The imposition (or announcement of a potential future imposition) of a new or higher quota. import tax, tariff, tariff-rate quota, duty or any other surcharge applicable to the Products (a "Charge") or temporary or permanent measure by the federal or any state government of the United States (or if the United States is not the place of destination then the government of the place of destination), whether promulgated by legislation, policy or other means, which results in: (a) an increase to Seller in the cost of supply; (b) Seller's inability to claim, as a business expense deduction, its cost of imported Products; or (c) any limitation or restriction on Seller's ability to secure supply, after the acceptance of the Order, shall, at Seller's option, be deemed a Force Majeure Event. Seller shall notify Buyer of its intention to exercise the option and cancel the Order without penalty within ten (10) business days of the Charge or measure. Buyer may elect to pay the Charge, or accept, for Buyer's account, any costs, additional taxes, limitations, or restrictions imposed on Seller and proceed with the Order by notice to Seller no later than five (5) business days after Seller's notice of cancellation. During the pendency of a Force Majeure Event, Seller shall allocate its supply of Products in a manner which is fair and reasonable. All such notices shall be given by electronic mail, with a confirmation copy by regular mail.

12. **CANCELLATION**. Orders may not be cancelled absent the Seller's written consent. If the Buyer desires to cancel an Order, Buyer shall send written notice to Seller. Seller will contact the Manufacturer and attempt to negotiate a cancellation. If the Manufacturer refuses to cancel, the Buyer will be responsible for: all costs pertaining to 1) completed Products; 2) material in process of fabrication for the Order; 3) materials purchased specifically for the Order; and/or 4) other costs of cancellation imposed by the Manufacturer. If Seller is the Manufacturer, Buyer shall be responsible for items 1), 2), 3), and any costs of cancellation imposed by a sub-supplier of any Components used to produce the Products.

13. **ERRORS.** Clerical errors are subject to correction and Seller shall not be bound by inadvertent mistakes.

14. **PAYMENT TERMS**: Unless otherwise requested by Seller, the payment term shall be Net 30 days. Buyer is solely responsible for ensuring that payment is correctly directed. For fraud avoidance purposes, Seller will never initiate payment method changes via telephone. In the event Seller needs to change its payee bank account information or payment method, then Seller will send Buyer a notification letter. Upon receipt of such letter and prior to changing payee bank account information or payment method, Buyer shall contact Seller's sales representative to confirm the account change. If Buyer fails to follow these procedures, Buyer shall be responsible for losses due to misdirected funds.

15. **INTEREST/COLLECTIONS**. All sums due Seller which are paid after the date due shall be subject to an interest rate of eighteen percent (18%) per annum or the maximum legal rate, whichever is less, from the date payment was due. Buyer shall be liable for all costs of collection, including but not limited to Seller's reasonable attorneys' fees, court costs and disbursements.

16. **URGENT DELIVERY**. Seller's price calculation is based on standard shipping charges on regular dates of shipment; additional charges for urgent or express delivery will all be billed by Seller and payable by Buyer in addition to the quoted prices.

17. **TITLE TRANSFER**. Unless otherwise expressly agreed in writing by Seller and Buyer, title to the Products shall be conveyed by Seller to Buyer at the point that the risk of loss of the Products passes from Seller to Buyer under the applicable delivery term.

18. **CHANGE IN USAGE**. If Buyer changes the usage of any Product from the usage specified in the Request for Quotation (or other Buyer document specifying Product utilization), or if there is a change in specification or regulation which could cause a change in the applicable rate of Duty, Buyer is responsible for any penalties, past due Duty amounts, and/or fees that may be imposed by Customs or any other instrumentality of government.

19. **ANTIDUMPING**. In the event that the Products are imported, Seller shall pay the antidumping duty to which the Products are subject at the time of importation, if any. If, as a result of an administrative review, an agency of the United States (or any other country) imposes any additional antidumping duties upon the Products beyond the antidumping duty order to which the Products are subject at the time of importation, and makes demand upon Seller for payment of such duties, Buyer shall reimburse Seller for such additional duty upon Seller's presentation of the demand for payment thereof to Buyer.

20. **WARRANTY/LIMITATION OF REMEDIES**. THE SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCT NOT PRODUCED OR MANUFACTURED BY IT. The Seller will give reasonable assistance to the Buyer in obtaining from the Manufacturer whatever adjustment is reasonable in light of the Manufacturer's own warranty. The Seller shall be released from any and all obligations under any warranty, either express or implied, if any Seller manufactured Product covered hereby is repaired or modified by persons other than its own authorized personnel, unless such repair by others is made with the prior written authorization of the Seller. THE SELLER MAKES NO WARRANTIES WITH RESPECT TO ANY PRODUCTS SOLD HEREBY, WHETHER OR NOT MANUFACTURED BY IT, WHICH EXTEND BEYOND THE DESCRIPTION ON ITS CONFIRMATION(S), IF ANY, OR OTHER SPECIFICATIONS AGREED TO, OR SPECIFIED BY, SELLER. THE SELLER EXPRESSLY AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTY OF, AND MAKES NO WARRANTY WITH RESPECT TO, MERCHANTABILITY, OR THE NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY, OR THE FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF, ANY PRODUCT SOLD HEREBY UNLESS SUCH A

WARRANTY IS EXPRESSLY SET FORTH IN THE CONFIRMATION, IF ANY. SINCE DAMAGES, IF ANY, ARE DIFFICULT TO ASCERTAIN OR QUANTIFY, THE BUYER, OR ANYONE CLAIMING UNDER ANY WARRANTY RELATING TO PRODUCTS SOLD HEREUNDER, AGREES THAT IF THE SELLER BREACHES ANY SUCH WARRANTY, OR ANY WARRANTY IMPLIED EITHER IN FACT OR BY OPERATION OF LAW THAT IS ADJUDGED APPLICABLE NOTWITHSTANDING THE ABOVE DISCLAIMER, OR IF BUYER RIGHTLY REJECTS ANY PRODUCT SOLD HEREUNDER, THE SELLER'S SOLE LIABILITY HEREUNDER SHALL NOT EXCEED EITHER: (A) REPLACEMENT OF ANY DEFECTIVE PRODUCT OR, AT THE OPTION OF THE SELLER; (B) REFUNDING TO THE BUYER THE PURCHASE PRICE AND TRANSPORTATION COSTS PAID FOR SUCH DEFECTIVE PRODUCTS. IF A PRODUCT WHICH IS OR HAS BEEN SOLD HEREUNDER CAUSES, AT ANY TIME, ANY PROPERTY DAMAGE, PERSONAL INJURY, ECONOMIC LOSS, OR ANY OTHER DAMAGE HOWEVER DEFINED, THE BUYER OR ANYONE CLAIMING THROUGH THAT BUYER OR ANY WARRANTY RELATING TO SUCH PRODUCT SOLD HEREUNDER EXPRESSLY AND SPECIFICALLY AGREES THAT THE SELLER SHALL NOT BE RESPONSIBLE FOR, AND THAT THE BUYER AND ANY OTHER CLAIMANT OR CLAIMANTS SHALL ASSUME ALL LIABILITY FOR, ANY SUCH PROPERTY DAMAGE, PERSONAL INJURY, ECONOMIC LOSS OR OTHER DAMAGE HOWEVER DEFINED AND ANY CLAIM OR CLAIMS FOR SUCH PROPERTY DAMAGE, PERSONAL INJURY, ECONOMIC LOSS OR OTHER DAMAGE. THESE LIMITATIONS ARE AGREED ALLOCATIONS OF COMMERCIAL RISK.

21. **LIMITATION OF LIABILITY**. IN NO EVENT SHALL ANY PARTY TO THE CONTRACT BE LIABLE TO ANY OTHER PARTY TO THE CONTRACT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES INCIDENT TO, ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORM, OR THE FURNISHING, PERFORMANCE OR USE OF ANY GOODS OR MATERIALS PROVIDED PURSUANT HERETO, OR SERVICES RENDERED, WHETHER OCCASIONED, BROUGHT ABOUT, CAUSED, OR DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, OF A PARTY, ITS AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, OR SUBCONTRACTORS.

22. **RETURN**. Products returned to Seller must be accompanied by an authorization form signed by an ITS Manager. To obtain an authorization form, Buyer may contact its ITS Account representative. Seller may send Products returned to Seller without an authorization form back to the Buyer at Buyer's expense.

23. **AIR SHIPMENTS AND EXPEDITES**. Unless specifically agreed in the Contract, Seller shall not make air shipments unless requested by the Buyer in a writing which authorizes the additional charges necessitated by such mode of transportation. Seller shall only be liable for the additional cost of air shipment if air shipment is required due to delay caused by the Seller. Seller shall not be liable for the cost of air shipment due to circumstances beyond the Seller's control, such as port congestion. Buyer must authorize any deliveries to Buyer's facility which are out of the normal mode of shipment in a writing which authorizes any reasonable additional charges that Seller may impose. Seller shall be entitled to rely on the authority of Buyer's employee making any such request.

24. **DOMESTIC EXPEDITES**. Buyer must authorize any domestic deliveries to Buyer's facility which are out of normal mode of shipment by completing a DOMESTIC FREIGHT AUTHORIZATION FORM and returning it to Buyer's ITS Account Representative by e-mail or facsimile.

25. **INTELLECTUAL PROPERTY**. As noted, Seller does not represent nor warrant that Products sold hereunder or the purchase and/or sale of Products by Seller do(es) not and shall not infringe any Intellectual Property Rights of a third party in any country. Risk of such infringement shall entirely be borne by Buyer. If Buyer has provided the design for the Products (the "Design"), Buyer shall defend, reimburse, indemnify, and hold harmless Seller from and against any and all demands, claims, lawsuits, damages, costs, expenses, and other losses related to or arising from the actual or alleged infringement of a third party's Intellectual Property Rights (including rights to confidentiality, privacy, or non-publicity) by the Design.

26. **EXPORT COMPLIANCE**. Buyer and Seller hereby agree to comply fully with all applicable economic sanctions and export control laws and regulations, including, without limitation: 1) those regulations maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"); 2) the U.S. Commerce Department's Bureau of Industry and Security ("BIS"); and 3) the International Traffic in Arms Regulations ("ITAR") and the Export Administration Regulations ("EAR"). Without limiting the generality of the foregoing, neither party shall directly or indirectly sell, provide, export, re-export, transfer, divert, loan, lease, consign or otherwise dispose of any equipment, product, services, software, source code, or technology received from the other party under this Contract to any person, entity or destination, or for any activity or use restricted by the laws or regulations of the United States or any other applicable jurisdiction without obtaining all required governmental authorizations. Notwithstanding any other provision of the Contract, neither Buyer nor Seller shall be required to take (or, as the case may be, refrain from taking) any action prohibited or penalized under the laws of the United States or any applicable foreign jurisdiction, including, without limitation, the United States anti-boycott laws administered by BIS and the U.S. Treasury Department's Internal Revenue Service. Any performance obligation arising under the Contract is contingent upon the prior receipt of all necessary governmental authorizations and Seller shall not be liable for any breach, non-performance or delay in performance related to the failure to obtain any such authorization. Buyer's breach of this clause shall constitute cause for the immediate termination of the Contract. Buyer agrees to indemnify and hold harmless Seller for Buyer's non-compliance with this provision. This provision shall survive termination of the Contract.

27. **TIME LIMITATIONS**. No claim of breach of warranty shall be considered unless made in writing within thirty (30) days after the date of the invoice or within fifteen (15) days after the receipt of the Products by Buyer, whichever is sooner. In any event, Seller shall not be liable under the Contract, unless a claim is made within one (1) year after the cause of action shall arise.

28. **PAYMENT:** If in Seller's sole judgment the financial responsibility of Buyer shall become impaired or unsatisfactory to Seller, then such terms of payment and such security for payment as shall be satisfactory to Seller may be demanded by Seller and shall be complied with and/or furnished by Buyer. In the event Seller, for any of the reasons aforesaid, requires payment in cash on or before

delivery or otherwise alters the terms of payment, Buyer shall not thereby be relieved from the obligation to carry out the balance of the contract, which obligation is expressly assumed by Buyer. By accepting shipment or delivery of any Products pursuant to this contract, the Buyer represents and warrants that it has sufficient funds to pay for the Products shipped. If any check, draft or other negotiable instrument tendered by the Buyer to the Seller is not negotiated upon presentation to the Buyer's bank, then any notice of such non-negotiation shall be effective as against Buyer upon actual receipt thereof by Seller.

29. **APPLICABLE LAW AND ARBITRATION**:

a) This contract, unless otherwise stipulated or agreed to in writing, shall be construed according to and governed by the internal laws of the State of New York and without the application of any presumption against a party as draftsman.

b) Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in the City of New York, New York, in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The award of the Arbitrator(s) shall contain the reasons or grounds therefor. The Arbitrator shall not have the power to award exemplary, punitive, or consequential damages. Each party shall pay its own legal fees, and the parties shall share the costs of the arbitral forum.

30. **TERMINATION**. These Terms shall continue in effect as hereinabove provided, unless sooner terminated in writing subscribed to by the Seller. Seller shall have the right to immediately terminate any Contract if Buyer shall: (1) become insolvent, commence or file any voluntary or involuntary proceeding or petition in bankruptcy in any court; (2) make any assignment for the benefit of creditors; (3) enter into any composition with its creditors; (4) default in payment for any Products; and/or (5) if a receiver is appointed for any of the Buyer's property.

31. **INSURANCE**: The Buyer further agrees to obtain, at its own cost and expense, insurance against all liability arising from any of its acts or omissions under this contract, including general liability, products liability, completed operations liability and contractual indemnity liability, naming itself and the Seller as insured as their interests may appear in the amounts of at least one million ($1,000,000) per occurrence and three million dollars ($3,000,000) aggregate annual limit.

32. **CYBERSECURITY:** Each Party shall: 1) keep and maintain the other Party's information in such a manner and using such a degree of care as is appropriate to avoid unauthorized access, use or disclosure; 2) implement administrative, physical and technical safeguards to protect its electronic information technology systems ("IT Systems") that are no less rigorous than accepted industry practices and shall ensure that all such safeguards, including the manner in which information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws; and 3) limit access to the other Party's identifiers, such as its employer identification number, banking information and account numbers to personnel with a need to know such information. Buyer shall comply with all applicable cybersecurity, privacy, and data protection laws and regulatory requirements at all times, including, but not limited to, those occasions when personal information (as defined in applicable privacy laws, "Personal Information") is collected, stored, processed, transmitted, and shared.

33. **FORCED LABOR/ ENVIRONMENTAL RESPONSIBILITY AND SUSTAINABILITY**: Seller is committed in its efforts toward ensuring that Seller and its Subcontractors do not use any illegal or involuntary labor of any type in manufacturing Products for sale to Buyer, including, but not limited to, child, slave, or prisoner labor. Buyer has been provided with a link to Seller's *Seller Sustainability Code of Conduct* (the "SSCOC"), (available at https://taiamerica.com/supplier-sustainability-code-of-conduct) which includes, among other things, provisions regarding forced and child labor, environmental and sustainability practices, and support of local communities in locations where Seller's Subcontractors do business. Under circumstances where there are reasonable grounds to suspect non-compliance with the SSCOC, Seller requires its Subcontractors to provide evidence that the Products and/or Components have been produced in compliance with the requirements of the SSCOC. In fulfilling Buyer´s Purchase Orders, Seller shall follow procedures promulgated by the competent customs authorities to ensure due diligence in the screening of the labor practices of its Subcontractors, effective supply chain tracing, and supply chain management of Products imported into or exported from the United States, Canada and/or Mexico ("Seller's Due Diligence"). Without limiting the generality of the foregoing, Seller may require its Subcontractors to trace the origin of all material used in its Products to the raw material source, and to confirm the compliant labor practices of such Subcontractors. If Seller's Due Diligence reveals that a Subcontractor may be non-compliant with the SSCOC, or applicable Forced Labor Standards, Seller shall notify Buyer with appropriate dispatch, and Seller may take any action that is reasonable under the circumstances, up to and including cancelling its purchase orders with the Subcontractors and any related Contracts with Buyer, without cost to Seller. Seller shall take commercially reasonable steps to locate another source for the Products. If the Subcontractor is a Designated Supplier, re-sourcing the Products shall be the sole responsibility of Buyer and conducted at its sole expense. Nothing in this Section 33 shall be construed or shall operate to limit, or absolve Buyer from, the performance of Buyer's own supply chain due diligence or other requirements under applicable laws and regulations, including but not limited to Buyer's obligations as an importer or exporter of record. Seller shall not be liable to Buyer in respect of any claims, lawsuits, allegations, causes of action, judgments, governmental orders or actions, damages of any kind, fines, penalties, costs, expenses, or other losses (collectively, "Losses") arising from or related to a violation of Forced Labor Standards by any of Seller's Subcontractors, such Losses to include, without limitation, those related to any commercial damages; governmental actions regarding the importation or exportation of the Products or any Components, such as: any detention at a port of entry or other legal or administrative constraint; actions taken or claims made by any of Seller's or Buyer's customers, lenders, banking institutions, or other financial service providers; lost business; or reputational harm. Should Seller suffer direct financial loss in its act(s) of importation of a Product or Component purchased from a Designated Supplier resulting from such Designated Supplier's material non-compliance with Forced Labor Standards, Buyer shall reimburse Seller for any resulting Losses.

34. **PARTIAL INVALIDITY**. If any part of these Terms or the Contract shall be held invalid, illegal and/or unenforceable, it shall be deemed separable and the remainder of these Terms or the Contract shall continue in full force and effect, and in lieu of such invalid, illegal and/or unenforceable provision there shall automatically be added as part of the Contract a provision as similar in terms to such invalid, illegal and/or unenforceable provision as may be possible which is valid, legal and enforceable.

35. ADVERTISING/MARKETING.

a) Advertising. Without Buyer's prior written consent in each instance or as required for the Products, Seller shall not (i) use or permit use of the name of the Buyer or Customer, or any similar word, trademark, trade dress, service mark, logo, or other proprietary designations of Buyer and its Customers, whether registered or unregistered, in the description or marketing of Products produced, distributed or sold (or services performed or otherwise provided) by or on behalf of Seller (including by any of its Subcontractors) or (ii) advertise, publicize, state, or publish that Buyer or any of its affiliates is a customer of Seller or has endorsed Seller or its Subcontractors in any way.

b) Marketing Claims. The Seller will not disclose or imply in its marketing efforts that any of the Seller's other products are equivalent to the Products purchased by the Buyer unless proven and agreed in advance in writing by the Buyer.

36. **ASSIGNMENT**. Except as may be provided for in these Terms or the Contract, the rights and obligations under the Contract shall not be assigned, delegated, or otherwise transferred by a party without the prior written consent of the other party, which may be withheld in its reasonable discretion.

37. **MISCELLANEOUS PROVISIONS**.

a) Entire Agreement. The Contract constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior oral or written representations or agreements by the parties with respect to such subject matter, including Buyer's request for quotation and Seller's quotation unless the parties expressly and specifically incorporate one or the other or both into the Contract. The parties shall not be bound by any subsequent terms, conditions, understandings, or agreements purporting to modify the terms of the Contract, unless such modification is made in accordance with these Terms or is reduced to a writing signed by the parties.

b) Buyer and Seller are independent contracting parties and nothing in the Contract makes either party the agent or legal representative of the other party for any reason.

c) Notices. Notices required under these Terms must be in writing and must be sent by one of the following means: (i) certified mail return receipt requested; (ii) hand delivery; or (iii) a nationally recognized overnight courier service. Notices to Seller shall be sent to Seller's address designated in the Purchase Order or Sales Confirmation, with a copy to Toyota Tsusho America, Inc., 825 Third Avenue, New York, New York 10022 Attn: Legal Department. Notices sent to Buyer shall be sent to such address and to the attention of such department or individual that is set forth on the most recent Purchase Order or that reflects the most recent contact information on file with Seller.

d) Buyer shall promptly notify Seller of any of the following events:

I. if Buyer changes its name or changes its principal place of business to a location other than that maintained in Buyer's files;

II. any cancellation, material change, or reduction of insurance coverages addressed in Section 32;

III. a Change of Control;

IV. any and all facts, circumstances, incidents, or notices that, in connection with any of the Parts or the Contract, may give rise to (A) a Loss in an aggregate amount greater than or equal to $1,000,000; (B) a claim for any personal injury, or property damage caused by a Part; or (C) a Recall, including, without limitation, a recall relating to any component, material, or ingredient contained in any Product; (D) If Buyer: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any domestic or foreign bankruptcy, insolvency, or similar proceeding; (iii) makes or seeks to make a general assignment for the benefit of its creditors; (iv) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or (v) knows or has reason to believe that a Subcontractor that Buyer relies upon to fulfill Buyer's obligations under the Contract has or is reasonably likely to experience a material adverse change in its business, operations, property, assets, or financial condition.

V. if Buyer knows or has reason to believe that Buyer or a Subcontractor that Buyer relies upon to fulfill Buyer's obligations under the Contract is non-compliant with the requirements of the SSCOC or is unable to demonstrate full compliance.

e) No Waiver. No waiver of a breach of any provision of the Contract shall constitute a waiver of any other breach or of such provision. Any failure by Buyer to insist on strict performance by Buyer of any term or condition of the Contract shall not be deemed a waiver of Buyer's rights thereunder. Any such waiver must be explicit and in writing.