

Purchase Order Terms & Conditions

PURCHASE ORDER TERMS & CONDITIONS

These terms were last updated on November 17, 2023

1. DEFINITIONS.

1.1. "Terms" are these Purchase Order Terms and Conditions.

1.2. "Order" shall mean the Purchase Order, Work Order, Service Request, Supplier Agreement or other written communication sent by Buyer to Seller initiating the ordering of Products and/or Services, which references and incorporates these Terms. Order shall include the terms and conditions set forth on the face of the Order, together with the Terms.

1.3. "Products" shall include, without limitation, the work, materials, components, parts, or goods specified for supply on the face of the Order.

1.4. "Services" shall include the services, support, labor, work or other operations specified on the face of the Order or in documents referenced in or attached to the Order (documents referenced in or attached to the Order shall be used solely for the description of the Services).

1.5. "Buyer" shall mean the actual Team Quality Services legal entity receiving the Products or Services hereunder and could be Team Quality Services, Inc., or other affiliates and subsidiaries existing now or in the future.

1.6. "Seller" shall be defined as the entity on the face of the Order supplying Products and/or Services, its affiliates and subsidiaries and any other third party or persons acting on Seller's behalf and shall include Indemnifying Parties as defined in Section 21. Seller shall include Seller's employees, subcontractors or agents.

1.7. "Party" or "Parties" means Buyer and/or Seller, individually or collectively, as the context requires.

1.8. "Buyer's Customer" shall include any individual, organization, company, or entity with which Buyer has a commercial relationship (including, but not limited to, manufacturing companies or parts suppliers).

1.9. "Buyer's Website" means <https://teamqualityservices.com> (and any successor or related locations designated by Buyer), as may be updated by Buyer from time to time.

2. ACCEPTANCE.

2.1. These Terms are incorporated into the Order and shall govern the purchase of Products and Services by Buyer from Seller. The Order and all of its terms and conditions shall be deemed accepted by Seller's commencement of work, performance of Services, engineering, design, production, manufacture or shipment of Products, or other indication of agreement, whichever occurs first (the "Acceptance Date"). This Order is limited to and expressly conditioned upon Seller's acceptance of these Terms exclusively. This Order constitutes the entire agreement between Buyer and Seller and it specifically supersedes all

prior or contemporaneous agreements, arrangements, representations and communications whether oral or written regarding its subject matter, including, without limitation, quotations, proposals, or bids, except if Buyer and Seller have expressly agreed otherwise in a mutually signed agreement.

2.2. Buyer hereby objects to any terms proposed by Seller in Seller's quotation, acceptance or acknowledgment of Buyer's offer which add to, vary from, or conflict with the terms of this Order and Seller agrees that such terms are null and void. Reference in the Order to any Seller prepared document does not imply acceptance of any terms and conditions therein, which, if in addition to or inconsistent with the terms and conditions contained herein, are rejected by Buyer and shall not be part of the agreement between the parties. Any such proposed terms shall not operate as a rejection of this offer but are deemed a proposal for a material alteration, and this offer shall be deemed accepted by the Seller without said additional, different or conflicting terms. If this Order is deemed under applicable law to be an acceptance of a prior offer by Seller, such acceptance is limited to and expressly conditioned on Seller's assent to the terms contained within this Order.

3. SUPPLEMENTS TO THESE TERMS.

3.1. Seller agrees to comply with Buyer's ***"Supplier Code of Conduct"*** which can be found online at teamqualityservices.com/suppliers.

3.2. If Order includes on-site field quality representation services to be provided by Seller, these Terms hereby incorporate by reference Buyer's ***"Supplemental Terms and Conditions for Representation Service Providers"*** which can be found at teamqualityservices.com/suppliers.

3.3. If Order includes part inspection, containment, rework, sorting, testing, certification, qualification, or validation services to be provided by Seller, these Terms hereby incorporate by reference Buyer's ***"Supplemental Terms and Conditions for Inspection Service Providers"*** which can be found at teamqualityservices.com/suppliers.

4. PERFORMANCE BY SELLER.

4.1. Seller shall provide the Products and/or Services as specified in the Order, in accordance with the quantities, specifications, and quality standards provided.

4.2. Seller agrees its relationship with Buyer is non-exclusive and that there is no specific quantity of Products or Services committed to by Buyer.

4.3. Any changes to the specifications or requirements must be approved by Buyer in writing.

4.4. Seller shall deliver the Products and/or Services in accordance with the delivery schedule specified in the Order. Time is of the essence. If Seller anticipates any delays, it shall promptly notify Buyer and provide a revised delivery schedule.

4.5. Buyer has the right to inspect the Products/Services upon receipt. Defective or non-conforming Products/Services may be rejected by Buyer. Rejected Products/Services shall be returned at Seller's expense. Buyer may charge Seller for any costs incurred as a result of such rejection.

4.6. Seller acknowledges that an Order may have additional or supplemental training, certification, licensing, or insurance requirements, and that the cost of any such requirements shall be the sole responsibility of the Seller.

5. PRICE, PAYMENT, AND TAXES.

5.1. Any additional charges must be approved by Buyer in advance. The price of the Products shipped or Services performed against the Order shall be as indicated on the face of the Order, which is expressed in US dollars if not otherwise indicated (the "Price").

5.2. Payment shall be made in accordance with the payment terms specified in the Order. If no payment terms are specified in the Order, Buyer and Seller agree to Net 30 payment terms.

5.3. Unless otherwise instructed by Buyer in writing or in a supplement to these Terms, Seller will invoice Buyer upon Buyer's receipt of the Products and/or completion of Seller's performance of Services, whichever occurs later. Buyer objects to any terms or conditions referred to or attached to Seller's invoices. Seller agrees that such terms and conditions shall be of no force or effect, and Buyer's payment of the invoice shall be made only in accordance with the terms of this Order and shall not be deemed an acceptance of any such terms and conditions.

5.4. Seller is responsible for and shall pay all taxes, tariffs and duties.

5.5. If the Price is omitted from the Order, the Price shall be the lowest prevailing market price and in no event shall the Price exceed the prices paid for similar Products shipped or Services performed against preceding Orders between Seller and Buyer.

5.6. Seller hereby guarantees that the Price is Seller's lowest price to any customer for the same or similar Products and/or Services and is competitive with other sellers' prices for similar products and services (the "Price Guarantee"). Buyer may terminate this Order in whole or in part without liability if Seller breaches its Price Guarantee and shall have no obligation to pay any amount in excess of the Price Guarantee.

5.7. Seller agrees to disclose the product-related cost structures and any cost influencing issues, in order to improve both Buyer's and Seller's competitiveness and to ensure mutual advantages. Seller must disclose to Buyer in writing all rebates, credits, or other monetary and non-monetary compensation that it has received or agreed to receive from or has paid or agreed to pay to any third-party that relates to the Products or Services covered by this Order and must do so within thirty (30) days of all such agreements or payments.

6. WARRANTY.

6.1. Seller represents and warrants that all Products/Services provided under the Order shall be of high quality, free from defects, and in compliance with all applicable laws, regulations, and industry standards.

6.2. In the event that Buyer disputes the workmanship or completion of Seller's work, Buyer shall promptly notify Seller within thirty (30) days of receiving such dispute. During the dispute period, Buyer may withhold payments, without penalty, to Seller for the disputed work, until a resolution is reached.

7. INSURANCE.

7.1. Without limiting Seller's duty to hold harmless and indemnify hereunder, Seller agrees to secure, maintain, and require its subcontractors to maintain, as a minimum the insurance noted in the Order.

7.2. If the Order does not specify insurance coverage requirements, the following minimum insurance

coverages and limits apply: Seller shall (i) maintain statutory Worker's Compensation, Employer's Liability, Broad Form Commercial General Liability to include bodily injury, personal injury, property damage, and products and completed operations, and Business Automobile Liability Insurance on behalf of Seller and its subcontractors, and Contractual Liability Insurance for liability under this Order, in each instance of at least \$1,000,000 (U.S.) combined single limit; (ii) maintain Umbrella / Excess Liability Insurance of \$5,000,000 (U.S.) per occurrence; (iii) name Buyer as an additional insured on the Commercial General Liability and Automobile Liability policies, and, under the Commercial General Liability policy, include a cross-liability endorsement; (iv) provide a waiver of subrogation in favor of Buyer under the Workers Compensation and Employers' Liability policies; (v) cause its insurance to be designated as primary and non-contributory and provide for thirty (30) days' minimum prior notice of amendment or cancellation to Buyer; (vi) procure all required insurance from companies listed in the most current "Best Insurance Guide" as possessing a minimum financial strength rating of "B++"; and (vii) require its suppliers and subcontractors to maintain, at a minimum, the same coverage and limits required of Seller.

7.3. Seller shall provide evidence that it has procured the required insurance if Buyer asks for such evidence. Buyer's failure to ask for such evidence or Seller's failure to provide it shall in no way limit or waive Seller's obligations to procure insurance. Nothing contained in these insurance requirements will be deemed to limit or expand the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policies. Nothing contained within this provision will affect and/or alter the application of any other provision contained within this Order. Seller may satisfy the insurance requirements hereunder through a combination of umbrella or excess liability insurance or self-insured retentions. Deductibles or self-insured retentions must be reasonable and not exceed \$500,000. The deductible and/or self-insured retention of the policies will not limit or apply to the Seller's liability to Buyer and will be the sole responsibility of the Seller.

7.4. Buyer shall have no obligation to procure or otherwise maintain any insurance covering Seller or the Products and its decision to do so shall not limit or eliminate Seller's obligation to provide insurance or other obligations under this Order. By requiring insurance herein, Buyer does not represent that coverage and limits will necessarily be adequate to protect Seller and such coverage and limits shall not be deemed as a limitation of Seller's liability under this Order.

8. SUBCONTRACTING.

8.1. Seller will not subcontract any portion of the work related to this Order without Buyer's written consent, which may be withheld for any reason at Buyer's sole discretion. Seller will ensure that all subcontractors are bound by all the terms and conditions of this Order. Seller retains direct liability and responsibility for all activities subcontracted hereunder and will indemnify Buyer against any and all liability caused by the acts or omissions of Seller's subcontractors.

9. CONFIDENTIALITY AND PROPRIETARY INFORMATION.

9.1. "Confidential Information" means confidential or proprietary data, facts, figures and records or other information disclosed by Buyer to Seller in connection with this Order in oral or in written, graphic, machine recognizable, electronic, sample, or any other visually perceptible form. By way of example and without

limitation, Confidential Information shall include pricing and technical data, Specifications or other product specifications, technology or software, marketing, sales, or operating information or documentation, performance cost, intellectual property, know-how, and trade secrets, computer programming techniques, and all record bearing media containing or disclosing such information and techniques, prototypes, models, samples, parts, drawings, schematics, designs, data, samples, testing or development processes and results, quality and manufacturing procedures and requirements, Buyer's Customer information, computer software and related documentation, and the existence of this Order, and its terms and conditions. Seller shall (i) maintain the confidentiality of Buyer's Confidential Information and not disclose it to any third party; (ii) restrict disclosure of Confidential Information only to its employees, contract employees and third party contractors who have a "need to know" in order for the party to perform its obligations and exercise its rights under this Order, and who are bound to maintain the confidentiality of the Confidential Information by terms of nondisclosure no less restrictive than those contained herein; (iii) handle Confidential Information with the highest degree of care; (iv) use, copy, or duplicate Confidential Information only as necessary for the purpose of performing its obligations under this Order; and (v) promptly notify Buyer upon discovery of any unauthorized use or disclosure of the Confidential Information and take all necessary steps to regain possession of the Confidential Information and prevent further unauthorized actions. Seller shall not analyze, modify, reverse engineer, de-compile, disassemble or otherwise attempt to derive or use any Buyer prototype, model, sample, software, part or product embodying Confidential Information or the Confidential Information. Confidential Information is and at all times shall remain the property of Buyer. No use of any Confidential Information is permitted except as expressly provided herein, and no grant under any proprietary rights is hereby given or intended, including any license implied or otherwise. Upon receipt of Buyer's written request, Seller will return to Buyer all Confidential Information disclosed by Buyer, along with all copies and portions thereof. Seller will not export or reexport, directly or indirectly, any of Buyer's Confidential Information or Products to any country for which any applicable government, at the time of export or re-export, requires an export license or other governmental approval, without first obtaining the license or approval. Seller's obligation to keep confidential and restrict the use of Buyer's Confidential Information will survive five (5) years from the termination or expiration of this Order. Unless otherwise specifically agreed to in advance and in writing by Buyer's authorized representatives, no information, technology, software, products, parts, data or records, whether commercial, financial or technical in nature, disclosed in any form or manner or at any time by Seller to Buyer shall be deemed secret or confidential, and Seller shall have no rights or remedies against Buyer with respect thereto.

10. OWNERSHIP OF INFORMATION AND WORK PRODUCT.

10.1. Buyer owns all specifications and all Confidential Information provided by Buyer to Seller under this Order, including all modifications or enhancements made by Seller to such specifications. Seller agrees that any feedback, suggestions or comments provided by Seller to Buyer with respect to Buyer Products, Services, specifications, or Confidential Information provided originally by Buyer ("Feedback") will be given entirely voluntarily and grants to Buyer the right to use, have used, disclose, reproduce, license, distribute, or exploit the Feedback for any purpose, entirely without obligation, payment or restriction on use or

disclosure of any kind.

10.2. Additionally, Seller agrees that all materials in whatever form prepared or produced by Seller under this Order ("Work Product") shall be considered a "work made for hire" under the copyright laws of the United States and are assigned to and shall become the sole property of Buyer. In the event any portion of any work of authorship created by the Seller in performing the Services under this Order does not qualify as "work made for hire", Seller hereby assigns or, if Seller has failed to previously secure ownership of all copyrights in such portion, will obtain title and assign all copyrights to such work to Buyer. At Buyer's request and expense, Seller shall execute all papers and provide reasonable assistance to Buyer necessary to vest ownership in Buyer of all such Work Product, Feedback, and modifications or enhancements to Specifications and to enable Buyer to obtain Intellectual Property Rights in any such Work Product, and modifications or enhancements to Specifications. "Intellectual Property Rights" means all: (a) copyrights, trademarks, maskworks, and patents; (b) rights relating to innovations, know-how, trade secrets and Confidential Information; (c) moral rights, author's rights, and rights of publicity; and (d) other industrial, proprietary and intellectual property related rights anywhere in the world, that exist or hereafter come into existence, and all renewals and extensions of the foregoing, regardless of whether or not such rights have been registered with the appropriate authorities in such jurisdictions in accordance with the relevant legislation. Seller will not sell, transfer or otherwise dispose of or encumber any product that incorporates any trademark, patentable invention, copyright work, industrial design or other matter that is the subject of any Intellectual Property Right of Buyer to any party other than Buyer except where specifically authorized by Buyer in writing. Seller's obligations as stated in this Section will survive the termination of this Order.

11. NON-SOLICITATION.

11.1. Throughout the duration of the Order and for a period of one (1) year after the termination, expiration, or completion of the Order, Seller shall not employ, solicit for employment, or contract any employee now or hereafter employed by Buyer to represent or work with Seller, or otherwise induce or entice any such employee to leave Buyer's employment to work for, consult with, or lend assistance in any way to Seller in a capacity competitive to Buyer. If any applicable law affords greater rights or protections to Buyer than those specified in this Order, Buyer shall be entitled to avail itself of any such greater rights or protections.

11.2. Seller acknowledges that a breach or threatened breach of this provision will give rise to irreparable injury to Buyer and that money damages may not be adequate relief for such injury. Accordingly, Seller agrees that Seller shall pay to Buyer, as liquidated damages for such breach and not as a penalty, an amount equal to thirty percent (30%) of the employee's total annual estimated compensation as an employee or subcontractor of Seller, and that Buyer may obtain injunctive relief, including, but not limited to, temporary restraining orders, preliminary injunctions and/or permanent injunctions, without having to prove actual damage or post any bond or other security, to restrain or prohibit such breach or threatened breach, in addition to any other legal remedies which may be available.

12. NON-COMPETITION.

12.1. During the term of this Order and for a period of two (2) years after its termination, completion, or expiration, Seller agrees not to solicit, service, or engage in any business transactions with any of Buyer's

Customers (whether current or prior) in any business or activity that is similar to or in competition with the Products or Services provided under this Order.

12.2. Seller acknowledges that this non-competition clause is reasonable and necessary to protect the legitimate interests of Buyer. In the event of a breach of this clause, Seller agrees to pay liquidated damages to Buyer in the amount of \$20,000 USD as well as any legal fees incurred by Buyer in enforcing this provision.

12.3. This non-competition clause does not preclude Seller from providing services in areas or industries that are unrelated to Buyer's business, nor does it restrict Seller from seeking employment or engagement with other entities that are not in direct competition with Buyer.

13. COMPLIANCE.

13.1. Seller warrants that Seller and any Services performed or Products delivered by Seller or its suppliers and subcontractors under this Order, will comply with all applicable federal, state, provincial, territorial, foreign and local laws, orders, ordinances, standards, rules and regulations, administrative and executive orders, and pertinent government procurement regulations, including, but not limited to, applicable rules and regulations of the U.S. Occupational Safety and Health Administration (OSHA), all applicable jurisdictions' rules and regulation concerning freedom of association, wages and working hours, safety and health, privacy and data protection, antidiscrimination and humane treatment of workers, and the European Union's End of Life Directive, Directive 2000/53/EC, together with any and all policies, procedures, rules, guidelines and sustainability programs of Buyer and Buyer's Customers. Seller further warrants that the Products are in compliance with any current, or later adopted, law of either the country of manufacture or the country of importation, governing the use of child labor and that no prison or forced labor is utilized in the manufacture of the Products or its components and materials. Seller shall, at its expense, obtain and maintain all permits and licenses as necessary, and Seller shall give notices and comply with all orders of any public authority bearing on Seller's performance under this Order. Seller shall have an affirmative duty to immediately correct any non-compliance and fully defend and indemnify Buyer against any liability caused by any non-compliance with this provision. Seller agrees that Section 2-207 of the Uniform Commercial Code shall not apply to this Order or to any invoice or acceptance form of Seller relating to this Order. It is Buyer's and Seller's intent that this Order shall exclusively control the relationship of the parties.

13.2. Seller agrees to comply with Buyer's environmental, health and safety standards, requirements, and restrictions during Seller's performance hereunder and when at Buyer's jobsites or Buyer's Customer's jobsite, including, without limitation, adhering to Buyer's safety instructions, notifying Buyer prior to the commencement of work, and providing Buyer with any test reports or results related to Products and/or Services, as applicable.

13.3. **Economic Sanctions.** Seller represents, warrants, and agrees on a continuing basis that (a) Seller is not (i) the direct or indirect subject of, (ii) owned or controlled by those that are the subject of, or (iii) acting in violation of any Economic Sanctions; (b) Seller will not use any payments made by Buyer in violation of Economic Sanctions and no payments received by Buyer are related to, or otherwise generated by, activities that have taken place in violation of Economic Sanctions; and (c) Seller will notify Buyer

immediately of any breach of this Section. Any breach of this Section will be deemed a material breach not capable of remedy, and Buyer may immediately terminate the Order.

13.4. **Sub-supplier Transparency.** Seller shall provide to Buyer, upon Buyer's reasonable request, the identity of its suppliers and/or the location of manufacture of the Products or any subcomponents of the Products, or provision of Services, as applicable, to confirm compliance with legal and regulatory requirements, and the Order.

14. UNITED STATES GOVERNMENT CONTRACTS.

14.1. For Orders issued supporting contracts between Buyer and the United States Government (or subcontracts at any tier under U.S. Government contracts), Seller agrees to comply with all laws, regulations, provisions, requirements and specifications applicable to the U.S. Government contract supported by the Order for Products and/or Services.

14.2. For Orders issued supporting contracts between Buyer and the U.S. Government (or subcontracts at any tier under U.S. Government contracts), the Parties agree that in the event of any conflict or inconsistency between the provisions applicable to the Order and the "flow down" provisions of the applicable U.S. Government contract, the provisions and clauses of the U.S. Government contract shall control.

15. EMPLOYER RESPONSIBILITY & ANTI-DISCRIMINATION.

15.1. Seller agrees to pay their assigned employees' wages and provide them with the benefits that they offer to them; pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving their assigned employees. If Seller fails to do these things, then they must defend, indemnify, and hold Buyer and its parent, subsidiaries, directors, officers, agents, representatives, customers, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees).

15.2. Seller will employ workers on the basis of their ability to do the job and not on the basis of their personal characteristics or beliefs. Seller will assure that Products (including parts) will not be produced, manufactured, mined, or assembled with the use of forced, prison, or indentured labor, including debt bondage, or with the use of illegal child labor in violation of International Labor Conventions for minimum age (ILO-C138) and child labor (ILO-C182). If Seller recruits contract workers, Seller will pay agency recruitment commissions, will not require workers to remain in employment for any period of time against their will, and will not impose any early termination penalties on workers. If Seller provides housing or eating facilities, Seller will assure the facilities are operated and maintained in a safe, sanitary and dignified manner. Seller will operate safe, healthy and fair working environments, including managing operations so levels of overtime do not create inhumane working conditions. Seller will pay workers at least the minimum legal wage, or where no wage laws exist, the local industry standard. Seller will assure that workers are free to join, or refrain from joining, associations of their own choosing, unless otherwise prohibited by law. Seller will not routinely require workers to work in excess of six (6) consecutive days without a rest day.

16. FORCE MAJEURE.

16.1. Any delay or failure of either party to perform its obligations hereunder shall be excused if and to the extent that it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence ("Force Majeure"), such as, by way of example and not by way of limitation, acts of God, act of terrorism, acts of any governmental authority (whether valid or invalid), disease, pandemic or epidemic, fires, floods, wind storms, explosions, riots, natural disasters, wars, sabotage, or court injunction or order provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party immediately and in any event within five (5) days after the start of such Force Majeure event. During the period of such delay or failure to perform by Seller, Buyer, at its option, may purchase Products or Services from other sources and reduce its obligations under this Order by such quantities, without liability to Seller or Buyer, or may have Seller provide the Products from other sources in quantities and at times requested by Buyer and at the Price set forth in this Order. If requested by the Buyer, Seller shall, within ten (10) days of such request, provide adequate assurances that the delay shall not exceed thirty (30) days. If the delay lasts more than thirty (30) days or the Seller does not provide adequate assurance that the delay will cease within thirty (30) days, Buyer may immediately cancel the Order without liability. Force Majeure shall not be grounds for seeking any price increases.

17. TERMINATION.

17.1. **BUYER'S TERMINATION FOR CAUSE.** Buyer has the right to cancel or terminate all or any part of this Order without liability if Seller (a) repudiates or breaches any of the terms, conditions or warranties in this Order, including, without limitation, Seller's warranties, (b) fails to remain competitive with respect to quality, price, standards, or technology required under this Order, (c) fails or threatens not to perform Services or deliver Products as required under this Order, or (d) takes or fails to take action that, in Buyer's sole discretion, creates a reasonable possibility Seller will not fulfill its obligations under this Order or any other order, contract, agreement or obligation, and does not correct such failure or breach within ten (10) days (or such shorter period of time as is commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying such failure or breach. In the event of any such cancellation, Buyer without prejudice to any other rights available to it for breach of contract, shall have the right (a) to refuse delivery of Products or performance of Services, (b) to return to Seller Products already received, to recover from Seller all payments made therefore including freight, storage, handling and other expenses and to be relieved from liability for any future payments to Seller, (c) to recover any advanced payments to Seller for undelivered or returned Products or work to be performed, and (d) to purchase Products or Services elsewhere and charge Seller with any resultant losses. No returned Products shall be replaced without Buyer's written replacement order. Any cancellation under this Order shall not excuse the Seller from performing un-cancelled work or Services. In such event, in addition to termination, Buyer shall be entitled to seek any or all remedies provided in this Order and those provided at law or in equity. Buyer shall also have the right to seek and Seller agrees that Buyer is entitled to receive specific performance by Seller of its obligations under this Order. If Buyer terminates or cancels this Order for cause and it is later determined that the cancellation for cause was not warranted, the termination or cancellation will be deemed one for convenience pursuant to the terms of this Order. Unless Seller's failure to make timely

delivery of Products and or Services is excused in accordance with the provisions of Section 16, Seller's failure to make timely delivery, or Seller's breach of any of the other terms and conditions of this Order shall constitute sufficient cause for Buyer, at its option and in its sole discretion, to terminate this Order either in whole or in part and to charge Seller for any Damages Buyer or Buyer's Customers may sustain as a result of Seller's default.

17.2. SELLER'S TERMINATION FOR CAUSE. After the Acceptance Date, Seller may terminate this Order only for cause based on Buyer's material breach of an obligation under this Order and only after providing Buyer with forty-five (45) days advance written notice and a reasonable opportunity to cure any such breach. Buyer shall have no less than forty-five (45) days to cure a material breach after receipt of the foregoing notice. Seller shall not have any right to set off or withhold shipment pending any dispute under this Order.

17.3. BUYER'S TERMINATION FOR INSOLVENCY. Buyer may immediately terminate this Order without liability to Seller in the event of the happening of any of the following or any other comparable event: (a) insolvency of the Seller; (b) filing of a voluntary petition in bankruptcy by Seller; (c) filing involuntary petition in bankruptcy against Seller; (d) appointment of a receiver or trustee for Seller or (e) execution of an assignment for the benefit of creditors by Seller, provided that such petition, appointment, or assignment is not vacated or nullified within thirty (30) days of such event. Seller shall immediately notify Buyer in writing of the occurrence of any of the foregoing events.

17.4. BUYER'S TERMINATION FOR CONVENIENCE. Buyer may terminate all or any part of this Order immediately at any time for its convenience by delivering written notice to Seller ("Termination for Convenience"). Upon Termination for Convenience, Buyer shall have no liability whatsoever to Seller except as expressly set forth in this Section. Upon Termination for Convenience, Buyer shall pay to Seller the following amounts without duplication: (a) the agreed Price or actual cost of Products or Services which have been completed pursuant to firm releases in accordance with this Order prior to Buyer's notice of Termination for Convenience and not previously paid for, and (b) the actual, documented costs of work-in-process and raw materials incurred by Seller consistent with Buyer's releases prior to Buyer's notice of Termination for Convenience in a good faith and commercially reasonable effort to provide the Products or Services subject to this Order to the extent such costs are reasonable in amount and are allocable or apportionable under generally accepted accounting principles to the terminated portion of this Order, less, however, the reasonable value or cost (whichever is higher) of any Products or materials used or sold by Seller with Buyer's written consent, and the costs of any damaged or destroyed Products or material. Buyer will make no payment for finished Products, work-in-process, or raw materials fabricated or procured by Seller in amounts in excess of those authorized in Buyer's firm delivery releases nor for any undelivered Products which are in Seller's standard stock or which are readily marketable. Payments made under this paragraph shall not exceed the aggregate purchase price payable by Buyer for finished Products which would be produced by Seller under those buyer delivery or release schedules outstanding at the date of the notice of Buyer's Termination of Convenience. Buyer shall not be liable for and shall not be

required to make payments to Seller, directly on account of claims by Seller's subcontractors, for loss of anticipated profit, unobserved overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, or general and administrative burden charges from termination of this Order. Within sixty (60) days from the effective date of termination, Seller shall submit a comprehensive termination claim to Buyer with sufficient supporting data to permit Buyer's payment hereunder, and shall thereafter promptly furnish such supplemental and supporting information as Buyer shall request. Buyer, or its agents, shall have the right to audit and examine all books, records, facilities, work, material, inventories, and other items relating to any claim of Seller.

18. RELATIONSHIP OF THE PARTIES.

18.1. Seller agrees it is an independent contractor in the performance of its obligations under this Order, and Buyer is to have no control over the methods and means Seller uses to fulfill its obligations under this Order. Nothing herein will be deemed to create an employee-employer or agent-principal relationship between Seller and Buyer, its parent, subsidiaries or affiliates. Seller hereby acknowledges that Seller is not authorized to act as Buyer's agent or legal representative or to otherwise act in the name of or on behalf of Buyer, its parent, subsidiaries or affiliates. Seller, its employees, and its subcontractors shall not be considered employees of Buyer. Seller acknowledges that it is not, and its employees and subcontractors are not entitled to participate in or under any employee benefit plan of Buyer or any other employment rights or benefits available to or enjoyed by active employees of Buyer. In the event that any Seller employees, subcontractors or agents providing Products or performing work or Services are found to be unacceptable to Buyer, Buyer may notify Seller of such fact and, if notified, Seller shall immediately remove said personnel from the performance of work and, if requested by Buyer, provide a qualified replacement.

19. DATA PROTECTION.

19.1. To the extent that the nature of the performance of this Order requires Seller to process Personal Data (as defined below), Seller will (and procures that any subcontractor will) process all Personal Data in accordance with, where and as applicable, the General Data Protection Regulation 2016/679 under European Union law ("GDPR") on data protection and privacy, the California Consumer Privacy Act ("CCPA"), data protection legislation of and all other applicable data protection laws (collectively, the "Data Protection Laws"). "Personal Data" will have the meaning set forth in Article 4 of the GDPR, or as such term is defined under the laws of any territory with jurisdiction over this Order related to the protection of Personal Data.

19.2. Seller will fully comply with any reasonable instructions from and on behalf of Buyer regarding the processing of Personal Data. The parties will inform each other immediately of any suspected or confirmed Personal Data breaches or unauthorized or unlawful processing, loss, or destruction of, or damage to Personal Data processed by a party in connection with Seller's performance of the Order. To the extent that the Services consist of the development of software, Seller will develop the software in compliance with Data Protection Laws.

20. LIMITATION OF LIABILITY.

20.1. UNDER NO CIRCUMSTANCES SHALL BUYER, ITS AFFILIATES OR SUBSIDIARIES BE LIABLE FOR LOST PROFITS, LOSS OF USE, COST OF CAPITAL, OVERHEAD, LOST OPPORTUNITY COSTS, OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. BUYER'S TOTAL LIABILITY UNDER THIS ORDER SHALL NOT EXCEED THE PRICE ALLOCABLE TO THE SPECIFIC PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM.

21. INDEMNIFICATION.

21.1. Seller hereby agrees to indemnify, hold harmless and fully defend Buyer and all of its past, present, and future affiliates, customers, officers, directors, employees, contractors, and agents ("Indemnified Parties") from and against any and all claims, causes of action, costs, charges, damages, expenses, penalties, suits, losses, liens or liabilities of any type (including reasonable attorney fees, legal fees, expert fees and litigation expenses) however incurred and regardless of the theory of liability or recovery, including, without limitation, tort, negligence, contract, warranty, and strict liability ("Claims") arising out of, resulting from or related to (i) any death, injury, or property damage caused, in whole or in part, by the acts or omissions of the Seller, its officers, directors, employees, contractors, subcontractors, or agents ("Indemnifying Parties") arising from or connected in any way with the provision of Products or the performance of Services under this Order, (ii) the breach of any obligation, representation, condition or warranty under this Order by the Indemnifying Parties, including, without limitation, the delivery of Products and Services that are delayed, defective, non-conforming, subject to recall or other similar field service requirements, shipped in quantities less than those released by Buyer, or that otherwise fail to comply with this Order, and (iii) any actual or claimed infringement or misappropriation of any Intellectual Property Rights under any circumstances, whether related to the manufacture, sale, or use of the Products or Services (a) alone, (b) in combination by reason of their content, design or structure, or (c) in combination in accordance with Seller's recommendations; (iv) the Indemnifying Parties' actual or claimed non-compliance with or violation of any applicable local, provincial, territorial, state or federal law, rule or regulation, including, by way of example and without limitation, those laws relating to the occupational health and safety of its employees, contractors or other third parties, (v) any claim by an employee, contractor or other third party of the Indemnifying Parties for personal injury (including death), property damage, wages, benefits or other compensation, (vi) the Indemnifying Parties' failure to properly withhold and/or pay any taxes or government charges, fees, tariffs or levies, including, without limitation, amounts for its employees and contractors or amounts related to the performance of the Services; and (vii) any negligent or intentional act or omission of the Indemnifying Parties. Seller will reimburse the Indemnified Parties for all losses, costs, and expenses incurred as a result of such Claims, including court costs, legal fees and attorney's fees. In addition, in the event of a Claim of infringement of Intellectual Property Rights, if the use of any portion of the Products provided hereunder is enjoined as a result of any suit, then Seller, at no expense to Buyer or Buyer's Customers and at Buyer's sole option, will either procure the right for Buyer or Buyer's Customers to continue using the Products or replace or modify the Products so that they become non-infringing and are of equivalent or superior functionality as determined by Buyer in its sole discretion. If Buyer, in its sole discretion, does not consider either of the foregoing alternatives to be

acceptable, Buyer may return all or any part of the Products for a full refund of the total amounts paid for the affected Products and assert all other remedies available to Buyer under this Order or under controlling law. Seller will not enter into any settlement order that affects any Indemnified Parties without Buyer's prior written consent. Buyer may actively participate in any suit or proceeding, through its own counsel at Seller's expense. Seller's indemnification obligations will survive the termination, cancellation, or expiration of this Order. Buyer shall not have an obligation to indemnify Seller under any circumstances. To the extent that this Order calls for work to be performed upon property owned or controlled by Buyer, it is agreed that Seller will keep the premises and work free and clear of all liens and other charges, encumbrances, or security interests, and furnish Buyer proper affidavits, releases and/or waivers certifying thereto. Seller further agrees all such work will remain at Seller's risk prior to written acceptance by Buyer and Seller will replace at its own expense all work damaged or destroyed by fire, force or violence of the elements or any other cause whatsoever.

22. NON-DISPARAGEMENT.

22.1. Seller shall not knowingly or intentionally make any statement or perform any act which in any way would disparage or injure any interest of Buyer or Buyer's Customers, or be detrimental to Buyer's relationships and dealings with existing or potential customers, clients or employees. Seller's obligation to comply with this section will survive five (5) years from the termination or expiration of this Order.

23. SURVIVAL.

23.1. All representations, warranties, indemnities and other obligations set forth herein that explicitly survive, or by their nature or context are intended to survive termination, expiration, or cancellation of this Order shall survive, including, without limitation, the rights and obligations set forth in Sections 9, 10, 11, 16, 19, 20, 21, 22, and 24.

24. GENERAL.

24.1. **ASSIGNMENT.** Seller may not assign or delegate any of its rights, duties or obligations under this Order at any time without the prior written consent of Buyer. Buyer may assign this Order without Seller's consent (a) in connection with a merger or acquisition, or (b) to any affiliate or as part of a corporate reorganization; and effective upon such assignment, the assignee is deemed substituted for Buyer as a party to the Order and Buyer is fully released from all of its obligations and duties to perform under the Order.

24.2. **GOVERNING LAW.** This Order shall be governed by and construed in accordance with the laws of the State of Indiana, United States of America, without regard to its conflict of law principles.

24.3. **PREVAILING LANGUAGE.** All communications and notices made or given pursuant to this Order must be in the English language. If Buyer provides a translation of the English language version of these Terms, the English language version of the Order shall prevail if there is any conflict.

24.4. **ATTORNEYS' FEES.** To the extent that either Buyer or Seller shall prevail in any lawsuit or similar legal proceeding against the other party to this Order, such prevailing party's reasonable attorneys' fees and expenses shall be paid by the non-prevailing party hereto.

24.5. **HEADINGS.** Capitalized terms not otherwise defined in these Terms will have the meanings ascribed to them in the Order. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Order.

24.6. **NO WAIVERS.** The failure by Buyer to enforce any provision of this Order will not constitute a present or future waiver of such provision nor limit Buyer's right to enforce such provision at a later time. Rights may only be waived in writing signed by the waiving party.

24.7. **SEVERABILITY.** If any term of this Order is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this Order shall remain in full force and effect. If one or more provisions of this Order is held to be unenforceable under applicable law, the unenforceable portion will not affect any other provision of this Order and this Order will be construed as if the unenforceable provision was not present, and the parties will negotiate in good faith to replace the unenforceable provision with an enforceable provision with effect nearest to that of the provision being replaced.

24.8. **NOTICE.**

24.8.1. (a) To Seller. Buyer may provide any notice to Seller under this Order by: (i) posting a notice on Buyer's Website; (ii) by posting a notice on the Buyer's web or mobile applications, including but not limited to, Qnet™; or (iii) sending a message to the email address then on file in the Seller's vendor profile. Notices Buyer provides by posting on the Buyer's Website will be effective upon posting and notices Buyer provides by email will be effective when Buyer sends the email. Seller assumes responsibility for keeping their email address on file current. Seller will be deemed to have received any email sent to the email address then associated with your account when Buyer sends the email, whether or not Seller actually receives the email.

24.8.2. (b) To Buyer. Seller may provide notice to Buyer under this Order by emailing legal@teamqualityservices.com. Notices provided by email transmission will be effective three business days after they are sent.

24.9. **MODIFICATION.** Buyer may modify these Terms at any time by posting a revised version on the Buyer's Website; or by otherwise notifying Seller in accordance with Section 24.8. The modified terms will become effective upon posting or, if Seller is notified by email, as stated in the email message. By continuing to provide Products and/or Services after the effective date of any modifications to these Terms, Seller agrees to be bound by the modified terms. Seller acknowledges its responsibility to check

the Buyer's Website regularly for modifications to these Terms. Buyer last modified these Terms on the date listed at the beginning of these Terms.