



RedViking  
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## GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

1. **ACCEPTANCE:** Acceptance is limited to the terms of this Purchase Order including these terms and conditions. Seller's full or partial performance under, or indication thereof, or acknowledgment of the Order, is considered acceptance of the Order and all terms and conditions contained in the Order including these terms and conditions. Buyer expressly rejects any different or additional terms expressed or implied in any quote, proposal, offer or confirmation. Any waiver or modification of these terms and conditions must be acknowledged in writing by both parties.
2. **DELIVERY:** Time is of the essence in Seller's performance of an Order. Seller shall deliver Goods and perform Services by the Delivery Date established in the Order or provided in writing by Buyer's authorized agent. Buyer may adjust its delivery schedules, and unless otherwise agreed in writing, such changes shall not affect the prices of the Goods and/or Services ordered. Buyer may defer payment, refuse acceptance, or return at Seller's expense, any Goods and/or Services delivered in advance of the scheduled Delivery Date or in excess of the quantity specified for such items.

Shipment shall be to the location directed by the Buyer. Delivery terms, shipping, packing, and waste reduction instructions shall be provided by Buyer on the face of the Order or an attachment to the Order. In the absence of such instructions, the delivery terms for Goods shall be DDP Buyer's facility (Incoterms 2010). Title shall pass to Buyer upon receipt of Goods at Buyer's facility or third-party drop shipment point.

Each package shall be numbered and labeled with Buyer's order number, stock number, contents, and weights. An itemized packing slip shall be placed in each package. Each delivery shall be accompanied by a packing slip specifying the exact quantity and the description of the delivery. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

3. **INSPECTION:** All Goods and Services being provided to Buyer's specifications covered by the Order may be inspected and tested by Buyer at all reasonable times and places. If specifications are not met, material may be returned at Seller's expense, including transportation charges both ways. Payment of an invoice does not constitute acceptance of merchandise covered by this order and is without prejudice to any and all claims of Buyer against Seller.

All material and workmanship shall be subject to inspection by Buyer upon delivery to the Buyer by the Seller and/or by the Buyer or the Buyer's designate at the Seller's location, which in addition to its other remedies at law, reserves the right to have rejected materials replaced or not at Buyer's option and at the purchase price stated in the order, and also the right to accept such part of any shipment that fulfills Buyer's specifications and reject any part not meeting such specifications, and to consider the order breached to the extent of the amount of rejected materials.

4. **PRICE:** This Order must not be filled at a higher price than shown hereon and then that last quoted or charged by Seller unless the price is stated on the face of this Order. No charges will be allowed for packing, crating, freight,

express or cartage unless agreed to and specified on this Order. Seller warrants that the prices to be charged in accordance with the terms of this Order will not be in excess of the permissible maximum prices established pursuant to law and pertinent government regulation and in effect on the date hereof or on the dates of delivery; and if hereafter it is found that said maximum prices have been exceeded, Seller agrees to reduce the prices charged and to refund the excess payments made, retroactively, to conform to the applicable law and regulations.

5. **QUANTITIES:** The specific quantity ordered must not be changed without Buyer's consent in writing. Buyer assumes no obligation for materials shipped in excess of this purchase order. Buyer reserves the right to reject (and return) material exceeding the quantity ordered. Material shipped in excess of Buyer's orders will be returned at Seller's expense. Buyer will not be responsible for any material furnished without a written order.
6. **INVOICES:** Invoices shall (a) not cover more than one order; (b) contain the order number, and (c) be sent to the address on the Purchase Order. Invoices, shipping notices, and bills of lading shall be emailed or otherwise provided electronically within twenty-four (24) hours after shipment.
7. **SPECIFICATIONS:** Sellers shall comply with all Specifications. If a blueprint is specified, Seller shall not proceed without it. Seller shall immediately notify Buyer, in writing, of any failure of the Supplier to comply with the Specifications.
8. **CHANGES:** Buyer may, by written order, make changes within the general scope of the Order, including changes in (i) shipping or packaging instruction, (ii) place of delivery, (iii) any designs, specifications, and drawings, (iv) the Statement of Work, (v) the method or manner of performance, (vi) time of performance, and/or (vii) quantity, as Buyer reasonably deems necessary in order to comply with changes or amendments to Buyer's Order from its Customer. Changes made by Buyer shall apply to only that Order and shall have no effect on past Orders or future Orders.

If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the Order, Buyer shall negotiate an equitable adjustment in the price and/or delivery schedule, and modify the Order accordingly. Seller must assert its right to equitable adjustment within ten (10) days from the date of the written change Order from Buyer.

9. **WARRANTIES:** Seller warrants to Buyer and Buyer's successors, assigns, and Buyer's Customers for a period of twelve (12) months after acceptance by Buyer that all Goods and Services provided under the Order shall be and continue to be (i) Merchantable; (ii) fit for the intended purpose; (iii) free from defects in material and workmanship; (iv) new; (v) free from defects in design if the design is not provided by Buyer; (vi) manufactured in strict accordance and complies with Specifications; (vii) free from liens and encumbrances on title; (viii) to the extent that the Good are or contain hardware, software, and/or firmware products, are free of viruses and other sources of network corruption (collectively, for this Section, "Warranty"). If the Order requires specific Goods to perform as a system, the foregoing Warranty shall also apply to those Goods as a system. Inspection, test, acceptance, or use of Goods and/or Services furnished hereunder shall not affect Supplier's obligations under this Warranty, and such warranties shall survive inspection, test, acceptance, and use.

Buyer may require Seller to promptly repair or replace, at Buyer's option, any Goods that breach the Warranty. Buyer may return ship the Goods on the fastest available commercial carrier at Supplier's expense and risk of loss. Goods returned to Buyer hereunder shall be shipped at Seller's expense and risk of loss and shall be accompanied by notice stating whether they are new replacements or repaired originals, and shall continue to be covered by this Warranty.

Notwithstanding any other provision or limiting any rights Buyer may have at law for breach of warranty, Seller shall be liable for Buyer's actual costs, expenses and damages arising from Goods not conforming to the warranty, including but not limited to labor and other costs related to transportation of Goods, expediting, removal, disassembly, failure analysis, fault isolation, assembly, reinstallation, retrofit, and all other such corrective action costs by Buyer.

10. INTELLECTUAL PROPERTY RIGHTS: Except for rights expressly granted under this Agreement, Buyer and Seller shall retain exclusive interest in and ownership of its Intellectual Property developed before this Agreement or developed outside the scope of this Agreement. Any Intellectual Property developed under this Agreement shall become the sole and exclusive property of the Buyer.
11. INDEMNIFICATION: Seller shall, without limitation, indemnify, defend, and hold harmless Buyer and their respective officers, directors, employees, and agents from and against (i) any claim by a third party for personal injury, death or property loss attributable to, or caused by, the goods supplied or the services performed by the Seller pursuant to this Order, including latent defects in such goods or services, (ii) any claim by the employees of Seller or any of its subcontractors, and (iii) any claim for alleged infringement or violation of Intellectual Property rights or license related to the manufacture, use, sale, offer for sale, import, or other exploitation of any Goods or Services delivered or performed pursuant to this Order.
12. INSURANCE: Seller agrees to procure a policy or policies of insurance in form satisfactory to the Buyer, insuring all property, if any, on Seller's premises owned by Buyer against loss or damage resulting from fire (including extended coverage), malicious mischief and vandalism. Satisfactory evidence of procurement of such insurance shall be submitted to Buyer within a reasonable period of time after acceptance of this order.
13. COMPLIANCE WITH LAWS: Seller shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations. Seller shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Purchase Order. Seller shall adopt and comply with a code of conduct or policy statement regarding business conduct, ethics and compliance that meets the minimum expectations set forth in RedViking's Supplier Code of Conduct.
14. EXPORT CONTROL: Seller shall comply with all applicable U.S. export control laws and economic sanction laws and regulations including, but not limited to, the International Traffic in Arms Regulations (ITAR), 22 C.F.R. §120 et seq., the Export Control Reform Act of 2018; the Export Administration Regulations, 15 C.F.R. §§730-744, and the Foreign Assets Control Regulations, 31 C.F.R. §§500-598 (collectively "Trade Control Laws").

Seller shall notify Buyer in writing if any deliverable under the Order is restricted by applicable Trade Control Laws. Seller shall provide in writing the export classification of any such item or controlled data (i.e. the export classification under the EAR, ITAR, or other applicable export control list). Seller represents that an official authorized to bind Seller has determined that Seller or the designer, manufacturer, supplier, or other source of the work has properly determined their export classification.

Seller shall not export, re-export, transfer, disclose, or otherwise provide or make accessible Buyer's or Buyer's customer's technical data and/or hardware controlled by Trade Controls Laws to any persons or entities not authorized to receive or have access to the data, services, and/or hardware, including third country/dual national employees, lower-tier contractors, or modify or divert such Export Controlled information without advance, written authorization by Buyer.

Seller hereby represents that neither Seller nor any parent, subsidiary or affiliate of Seller is included on any restricted party list maintained by the U.S. Government, including the Specially Designated Nationals List administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), Denied Parties List, Unverified List or Entity List maintained by the U.S. Commerce Department's Bureau of Industry and Security ("BIS"), or the List of Statutorily Debarred Parties maintained by the U.S. State Department's Directorate of Defense Trade Controls, or the consolidated list of asset freeze targets designated by the United Nations, European Union, and United Kingdom (collectively, "Restricted Party Lists"). Seller shall immediately notify Buyer if Seller, or any parent, affiliate, subsidiary of Seller becomes listed on any Restricted Party List or if Seller's export privileges are otherwise denied, suspended, or revoked in whole or in part by any U.S. or non-U.S. government or entity.

15. **TERMINATION FOR DEFAULT:** Buyer may, by written notice, terminate the Order or any portion of this Order thereof, for default without any liability or obligation to Seller for the portion terminated in the following circumstances: (i) Seller fails to perform any obligation hereunder, (ii) when Buyer has reasonable grounds for insecurity and Seller fails to provide adequate assurances of performance within ten (10) days following Buyer's demand, or (iii) if Seller should (a) become insolvent, (b) unable to pay its creditors, (d) have a receiver appointed, or (e) become in any way the subject of a bankruptcy petition.

Upon termination, Seller shall have no claim for further payment other than as provided in this clause but will be liable to Buyer for any and all expenses, costs, and damages including increased re-procurement costs and other non-recurring costs, except in the circumstance of any failure or delay constituting an excusable delay. The remedies provided in this section shall be cumulative and additional to any other further remedies provided in law or equity.

16. **TERMINATION FOR CONVENIENCE:** Notwithstanding any other provisions of the Order, the Buyer may by written notice terminate for its convenience the whole or any part of the Order. Buyer's obligation following said termination shall be to pay Seller a percentage of the price reflecting the percentage of the work performed prior to notice of termination. In no event shall Buyer be liable for lost or anticipated profits, unabsorbed indirect costs or overhead, or any amount of excess of the total Order price. Seller shall continue all work not terminated. In the event that the Seller has a claim for equitable adjustment, it shall notify Buyer within fifteen (15) calendar days from the date of termination.

17. **CONFIDENTIALITY:** Seller acknowledges that while providing goods or services to Buyer, it may receive or have access to information which is confidential and proprietary to Buyer or Buyer's Customer. The term "Confidential Information" shall mean any information concerning the business or technology of the Buyer which is confidential and proprietary, whether written or oral, which has been or will in the future be furnished to the Seller as well as any and all other information regarding products, systems, processes, strategy, business plans, acquisition plans, analyses, compilations, studies and other work product, together with analyses prepared by the Seller or its affiliates, representatives, or agents that contain or reflect or are generated from such information, provided that such Confidential Information shall be marked confidential, or identified as confidential at the time of disclosure and, within thirty (30) days confirmed as such in writing to the Receiving Party. Failure to mark any of the Confidential Information as "Confidential" or "Proprietary" shall not affect its status as Confidential Information under the terms of this Agreement if such Confidential Information would appear to a reasonable person, familiar with the disclosing party's business and the industry in which it operates, that such information is of a confidential or proprietary nature. For the purposes of this Agreement "Confidential Information" shall also be inclusive of all forms of work product images acquired by, created by, or scanned as data points in a coordinate system.

Seller will exercise the same standard of care, but not less than reasonable care, to prevent the unauthorized disclosure or unauthorized use of the Confidential Information as it exercises to prevent the unauthorized use of its own proprietary information (the "Standard of Care") provided that: (i) any of the Confidential Information may be disclosed to the Seller's employees (the "Representatives") who need to know such information for the purpose of the business relationship (it being understood that such Representatives shall be informed of the confidential nature of such information and shall be directed to exercise the Standard of Care with respect thereto); and (ii) any disclosure of the Confidential Information may be made to which the Buyer consents in writing. Seller shall be responsible for any failure of its Representatives to observe the terms of this Agreement

Goods made in accordance with Buyer's specifications and drawings shall not be furnished or quoted to any other person or entity. All specifications, drawings, tools, jigs, dies, fixtures, materials and other items furnished by Buyer to Seller or the cost of which is charged against this order shall be and remain the property of the Buyer, and must be returned to Buyer immediately upon request.

18. **FORCE MAJEURE:** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such party's failure or delay is caused by or results from the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, pandemic, or explosion; (c) war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest; (d) government order, law or action; (e) embargos or blockades in effect on or after the date of the Purchase Order; (f) national or regional state of emergency, and (g) other similar events beyond the reasonable control of the impacted party.

The impacted party shall give notice to the other party within fifteen (15) days of the force majeure event, and state the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and mitigate the effects of the force majeure event. The impacted party shall resume performance of its obligations as soon as reasonably practicable after the force majeure event. In the event that the impacted party's failure or delay remains uncured for a period of thirty (30) days, the other party may terminate this Agreement pursuant to Section 15 upon written notice to other party.

19. **PUBLICITY/MARKETING:** Seller shall not make or authorize any news release, advertisement, or other disclosure that relates to the Order or relationship between Buyer and Seller without the prior written consent of the Buyer.
20. **TAXES:** The agreed price on the face of the Order is a fixed price that is inclusive of all state, federal, and international excise, sales, use, import/export, and value-added taxes and tariffs. Any applicable taxes and tariffs shall be stated separately on the invoices with the cumulative total price not exceeding that stated on the face of this order.
21. **U.S. GOVERNMENT PROVISIONS FOR ORDERS pursuant to U.S. GOVERNMENT CONTRACTS:** For Orders issued under Prime Contract with the U.S. Government or subcontracts at any tier under U.S. Government contracts, the provisions of the "RedViking Supplemental Terms and Conditions pursuant to U.S. Government Contract" applicable to the Buyer's Prime Contract shall apply. These provisions shall be provided to Seller when applicable.
22. **ENTIRE AGREEMENT/SEVERANCE:** This contract contains the entire Agreement of the parties and supersedes all prior and contemporaneous Agreements, representations, and understandings by the Parties. This Agreement may not be changed or modified without written approval by the Buyer.

23. **WAIVER:** The Buyer's failure to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other rights hereunder. No waiver by Buyer of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Buyer.
24. **RELATIONSHIP OF THE PARTIES:** The relationship between the parties is that of independent contractors. Nothing contained in the Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the parties. Neither party shall have the authority to contract for or bind the other party in any manner.
25. **GOVERNING LAW AND FORUM:** This Order and the performance of the parties hereunder shall be construed, performed, and enforced in accordance with, and governed by, the substantive laws of the State of Michigan, without giving effect to the principles of conflicts of law thereof. Disputes arising out of or related to this Agreement may be heard and determined in the appropriate State Court located in Michigan or Federal Court within the Eastern District of Michigan.
26. **ASSIGNMENT:** Neither this Order nor any interest therein nor any rights or obligations under it may be assigned by Seller, whether by operation of law or otherwise, without the prior written consent of the Buyer. Any assignment of money due or payable pursuant to the Order shall be subject to Buyer's approval, and to set-off recoupment or other claims of Buyer against Seller.

Any and all work subcontracted by the Seller to others shall be in conformance with the requirements of the Order and shall comply with the export control clause herein.

27. **SEVERABILITY:** If any term or provision of this Agreement is deemed invalid, void or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
28. **SURVIVAL:** The following commitments of the parties shall survive any termination of the relationship between the parties: Insurance, Compliance with Laws, Export Control Confidential Information, Governing Law, Warranty, and Survival.