

## FENNER, INC. GENERAL TERMS AND CONDITIONS OF SALE

### 1. ENTIRE AGREEMENT/ORDERS.

This contract (the "Contract") is between Fenner, Inc., its subsidiaries and affiliates (collectively, "Fenner") and Purchaser. No order for Fenner's goods or services shall be binding upon Fenner until acknowledged in writing by Fenner. All orders and acknowledgements are conditioned on credit screening and approval by Fenner. Fenner's written acknowledgment and these Terms and Conditions constitute the entire contract between Fenner and Purchaser. Any purchase order, offer or counter-offer made by Purchaser before or after Fenner's acknowledgement is rejected and all documents exchanged prior to Fenner's acknowledgement are merely preliminary negotiations and not part of any Contract between the parties. For example, orders submitted on Purchaser's own purchase order forms modifying, adding to, contrary to, or inconsistent with these Terms and Conditions are expressly rejected and of no force or effect and acceptance is expressly made conditional upon assent to these terms. In no event will Fenner be deemed to have in any way changed, enlarged or modified its liabilities or obligations as fixed by these Terms and Conditions including, without limitation, situations in which Fenner satisfies an order submitted on Purchaser's own purchase order form. Purchaser shall have been deemed to agree to these Terms and Conditions upon the earlier of Purchaser's (a) acceptance of Fenner's quotation, (b) issuance of a purchase order to Fenner, (c) payment to Fenner for the goods or services, or (d) acceptance of delivery of the goods or performance of services. No acknowledgement by Fenner and no provision of Fenner's Terms and Conditions shall be subject to change in any manner except as agreed to in writing by an officer of Fenner.

### 2. PRICES.

All prices are subject to change without notice and quoted in U.S. dollars unless otherwise noted. All prices for goods are quoted FOB point of shipment unless otherwise noted by Fenner. Written quotations expire thirty (30) or sixty (60) calendar days from the date of quotation as specified in the written quotation. Verbal quotations are non-binding on Fenner. Quoted prices do not include sales, excise, municipal, state or any other government taxes. All taxes and other governmental charges upon the production, manufacture, distribution, sale or use of goods or services to the extent required or not forbidden by law to be collected by Fenner from Purchaser, shall be paid by Purchaser to Fenner unless Purchaser furnishes Fenner with exemption certificates acceptable to the relevant taxing authorities. Fenner reserves the right to revise prices of work in process due to any change in the order on the part of the Purchaser or any factor beyond the control of Fenner. Typographical and/or clerical errors made by Fenner are subject to correction.

### 3. TERMS OF PAYMENT.

Invoices are net thirty (30) days from the date of invoice unless specified otherwise and approved in writing by Fenner. Past due accounts will bear interest at the rate of 3% per month of the invoiced amount. All invoices are payable in U.S. dollars, unless specified otherwise and approved by Fenner in writing. Acceptance of bank drafts, checks or other form of payment shall be subject to immediate collection of the full face amount thereof. Fenner may, at its discretion, impose a transaction fee on payments processed via wire transfer or by Letter of Credit. Fenner reserves the right at any time and in its sole discretion to suspend credit or to change credit terms provided herein when in its sole opinion the financial condition of the Purchaser so warrants. In such case, in addition to any other remedies provided herein or by law, Fenner may request cash payment or satisfactory security from Purchaser prior to shipment of goods or performance of services. Fenner also reserves the right at any time and in its sole discretion to demand full or partial payment before proceeding with this Contract. If delivery is delayed or deferred by Purchaser beyond the scheduled date, payment shall be due in full when Fenner is prepared to ship the goods or perform the services. The goods may thereafter, at Fenner's option, be stored at the risk and expense of Purchaser. If Purchaser defaults when any payment is due or becomes insolvent, the whole Contract price shall become due and payable upon demand or Fenner, at its option, without prejudice to other lawful remedies, may defer delivery or cancel the Contract. Purchaser shall pay for any raw materials Fenner purchased for any terminated order unless such raw materials are reasonably usable for other orders within a reasonable time of such termination. If an invoice remains unpaid after it is due, Fenner shall have the right, without prejudice to other lawful remedies and without penalty or liability of any kind, to suspend the delivery of future goods or the performance of future services under this Contract or any other agreement with Purchaser until such invoice is paid in full; provided, however, that if such invoice remains unpaid for more than five (5) days after written demand by Fenner, Fenner may terminate this Contract without penalty or liability of any kind. Order cancellations by the Purchaser are subject to an order cancellation fee as stated with the quotation and incorporated herein. For standard goods, the order cancellation fee will be 20% of the order. For custom products that do not require a pre-payment, the cancellation fee will be based on the value of the custom components and any other additional costs incurred by Fenner.

### 4. DELIVERY.

Fenner shall not be liable for any damage as a result of any non-delivery or delay due to any cause beyond Fenner's reasonable control, including, without limitation, an act of God; act of Purchaser; embargo; other government act, requisition or request; fire, accident, strike, war, boycott, slowdown, riot, or delay in transportation or inability to obtain necessary labor, materials, or manufacturing facilities. In the event of any such delay, the date of delivery, at Fenner's option, shall be extended for a period equal to the time lost by reason of the delay. Fenner reserves the right to substitute suitable alternative materials and components where necessary. Where the services are to be performed on Purchaser's premises, Purchaser agrees to provide Fenner on a timely basis with such access, machine downtime, utilities and equipment as Fenner shall reasonably require in order to perform the services in accordance with the Contract. If Purchaser fails to perform its obligations or shall fail to perform them in a timely manner, Purchaser acknowledges and agrees that Fenner shall be entitled to delay performance of the services until such time as Purchaser has complied in all respects with its obligations and to increase the price for the services to reflect any increased cost to Fenner caused by Purchaser's failure to perform or late performance. If for any reason Purchaser is unable to accept delivery of the goods at the time when they are due for delivery, Fenner shall, if its storage facilities permit, store the goods until Purchaser is ready to accept delivery and Purchaser shall pay Fenner's reasonable charges for storage.

### 5. SHIPMENT/RISK OF LOSS.

All shipments of goods are subject to an overrun or shortage of 5% of the quantity specified. Unless otherwise noted, all quoted prices and sales of goods are made FOB point of shipment for North American orders and Ex Works (point of shipment) Incoterms 2010 for international orders. Delivery dates given in advance of actual shipment of goods or performance of services are estimates and shall not be deemed to represent fixed or guaranteed delivery dates. Method and route of shipment will be at the discretion of Fenner unless specified otherwise by Purchaser and agreed by Fenner, and any additional expense of the method or route of shipment specified by Purchaser shall be borne by Purchaser. Claims for shortage or other errors must be made in writing to Fenner within five (5) days after receipt of shipment. Failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Purchaser. To the extent legal title to the goods shall be deemed to pass to Purchaser at the time of delivery and prior to performance of all of Purchaser's obligations, equitable title shall remain in Fenner until payment in full of the purchase price, and Purchaser shall grant and by acceptance of the goods shall be deemed to have granted to Fenner a first security interest in all goods to secure payment of the purchase price and all other amounts owed to Fenner. Fenner, in its sole discretion, may deliver goods in installments, unless otherwise expressly stipulated in this Contract. Such installments, when separately invoiced, shall be paid for when due per invoice without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Purchaser of its obligations to accept remaining deliveries. Purchaser is responsible for all import/export licenses, permits, or authorization.

### 6. TOOLS/DIES.

All molds, tools, patterns and other equipment used in the manufacture of any of Fenner's goods or performance of any of Fenner's services shall remain the property of Fenner unless otherwise expressly agreed in writing. Purchaser shall not permit any third party to use such equipment nor disclose to any third party any technical, dimensional or design details, or any other information in respect of such equipment at any time. Upon Fenner's request, Purchaser shall promptly return all molds, tools, patterns, and other equipment to Fenner.

### 7. WARRANTY/CLAIMS.

Purchaser acknowledges that it has selected and ordered goods based on its own skill and judgment and agrees that it is responsible for ensuring that the goods selected are fit for Purchaser's purpose. Fenner warrants to Purchaser only that such goods have been produced in accord with Fenner's standard practices with regard to materials and workmanship and no samples or prior description of goods shall constitute an express warranty. If goods are non-conforming, Fenner, at its option and subject to the terms of this section 7 and section 10, will either (i) allow Purchaser to return the goods and receive repayment of the price or (ii) repair or replace the goods. No goods are to be returned to Fenner without prior written consent of Fenner and the assignment of a return goods authorization number by Fenner.

Purchaser is liable to pay for all associated costs incurred by Fenner due to its selection of noncompliant or defective products, designs, or materials. These associated costs include: (a) an administrative charge to cover all handling, data entry, and reporting activities from the selection of noncompliant or defective products, designs, or materials; (b) any additional costs incurred by Fenner in managing the noncompliant or defective products, designs, or materials, including but not limited to, all reworks, investigations and other consequential costs; and (c) with respect to goods manufactured or delivered by the Fenner Drives division of Fenner, up to a thirty five percent (35%) return fee with a minimum restocking fee of \$200 or the equivalent thereof in the currency used in the terms and conditions at the exchange rate listed in the Financial Times as of the date of receipt. E-commerce purchases are exempt from a return fee as long as returned merchandise is in resalable condition as determined by Fenner.

Fenner reserves the right to alter the fixed administrative charges at any time without notice to Purchaser. Fenner shall not be responsible for any selection made by Purchaser and will not have any liability to Purchaser for any loss, damages, costs or expenses suffered by Purchaser as a result thereof.

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a) THIS WARRANTY IS IN LIEU OF ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER OBLIGATION ON THE PART OF THE SELLER.

(b) Fenner shall have no obligation under this warranty if damage to the goods occurs because of Purchaser's failure to comply with Fenner's storage procedures for the goods or the improper handling or operation, modification of the goods, abuse, misuse, unauthorized repairs made or attempted and/or where equipment is operated above rated capacity.

(c) No agent, employee or representative of Fenner has authority to bind Fenner to any affirmation, representation or warranty concerning the goods sold.

(d) Upon receipt, Purchaser shall inspect the goods. All notice of claims, including claims for alleged defective goods, must be made within fifteen (15) days of receipt. If no notice of claim is made within fifteen (15) days, the goods are irrevocably accepted by Purchaser and all claims against Fenner are waived and forever barred. Purchaser agrees that any litigation or arbitration relating to any claim must be commenced within one (1) year after date of shipment by Fenner. Purchaser hereby expressly assumes all liability for all damage and injury occurring before and after said time periods if notice is not made pursuant to this contract.

### 8. PURCHASER SUPPLIED MATERIALS.

Purchaser warrants that any material or parts supplied to Fenner will conform to all indicated specifications and will be timely delivered. Fenner shall not be liable for any damages related to parts or materials supplied by Purchaser, including damage to the part or material itself, or damage caused by defective parts or materials. Fenner extends no warranty and shall not be liable for any Fenner goods that are defective as a result of Purchaser supplied material or parts.

### 9. CONFIDENTIALITY.

If the parties have entered into a Confidentiality or Non-Disclosure Agreement ("NDA"), the terms and conditions of the NDA shall apply and control for confidentiality obligations between the parties. In the absence of a NDA, Purchaser may have access to Fenner's confidential information including, without limitation, inventions, developments, know how, specifications, business plans, results of testings, systems, financial information, product information, method of operation, customer information, supplier information and compilations of data ("Confidential Information"). Purchaser shall use Fenner's Confidential Information only for the purpose contemplated under this Contract and shall not disclose it to third parties or otherwise use it to its own advantage or Fenner's detriment. Confidential Information shall not include information which: (a) is or becomes publicly available without breach of this Contract by Purchaser; (b) was known to Purchaser prior to its receipt from Fenner as evidenced in writing; or (c) is developed by Purchaser independently of its access to Confidential Information. Purchaser is permitted to disclose Fenner's Confidential Information to its employees and authorize subcontractors on a need to know basis only, provided that such employees or authorized subcontractors have written confidentiality obligations to Purchaser no less stringent than the confidentiality obligations under this section. Purchaser shall return Fenner's Confidential Information and shall not use Fenner's Confidential Information for its own or any third party's benefit. Purchaser's confidentiality obligations shall survive termination of the Contract for so long as Fenner's Confidential Information remains confidential. Fenner shall be entitled to injunctive relief including, but not limited to, preliminary, temporary or permanent injunctions, from any court of competent jurisdiction as may be necessary to enjoin any violation of this section without the necessity of proving immediate irreparable harm or any inadequate remedy at law.

### 10. LIMITATION OF LIABILITY/INDEMNITY.

Fenner's liability on any claim for loss or damage arising out of this transaction or from the performance or breach thereof or connected with any goods or services supplied hereunder, or the sale, resale, operation or use of goods, whether based on Contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allocable to such goods or services or part thereof involved in the claim, regardless of cause or fault. Purchaser's remedies are limited to the return of non-conforming goods and repayment of the price or to the repair and replacement of non-conforming goods, as determined by Fenner and subject to the provisions of section 7. This limitation of liability and remedies reflects a deliberate and bargained-for allocation of risks between Fenner and Purchaser and constitutes the basis of the parties' bargain, without which Fenner would not have agreed to the price or terms of this transaction. Fenner shall not, under any circumstances, be liable for any charges without its prior written consent.

Fenner SHALL NOT IN ANY EVENT BE LIABLE WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER GROUNDS FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF GOODS OR ASSOCIATED PRODUCTS, BUSINESS INTERRUPTION, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF CUSTOMERS OF PURCHASER FOR SUCH DAMAGE. In addition, if Fenner furnishes Purchaser with advice or other assistance regarding any goods or services supplied hereunder, or any system or equipment in which any such goods may be installed, and which is not required pursuant to this transaction, the furnishing of the advice or assistance will not subject Fenner to any liability, whether based on Contract, warranty, tort (including negligence) or other grounds. In the event Purchaser modifies Fenner goods or incorporates Fenner goods into another product or component part, Purchaser agrees to hold harmless and indemnify Fenner from any and all claims, liabilities, losses, costs and expenses (including reasonable attorneys' fees) involving personal injury or property damage. Purchaser also agrees to hold harmless and indemnify Fenner from any patent or other intellectual property claims related to (a) any Fenner goods made in accordance with Purchaser's designs or specifications; or (b) the use of any drawings provided to Fenner by Purchaser for use in the manufacture, production or assembly of such goods.

### 11. WAIVER AND CHOICE OF LAW.

The failure of Fenner to insist in any one or more instances, upon the performance of any of the Terms and Conditions as set forth herein or the failure of Fenner to exercise any of its rights hereunder shall not be construed as a waiver or relinquishment of any such terms, conditions or rights thereunder and shall not affect Fenner's right to insist on strict performance and compliance with regard to any future performance of these Terms and Conditions. All transactions shall be governed by the laws of the Commonwealth of Pennsylvania, United States of America, excluding conflict law rules. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

### 12. DISPUTE RESOLUTION/ATTORNEYS' FEES.

Except for any claim by Fenner against Purchaser for nonpayment of any undisputed invoice, any dispute, controversy or claim arising out of or related to this transaction where the matter in controversy does not exceed the sum of \$50,000, exclusive of interest and costs, shall be resolved by means of binding arbitration. A demand for arbitration shall be served on the other party by certified mail. Within forty-five (45) days after a party demands arbitration, the parties shall select a single arbitrator. The selected arbitrator shall conduct the arbitration in a manner substantially similar to the procedures set forth in the Commercial Arbitration Rule of the American Arbitration Association ("AAA"). If the parties are unable to agree on an arbitrator, the party demanding arbitration shall file a demand for arbitration with the AAA and the arbitration shall then proceed in accordance with the Commercial Arbitration Rules of the AAA. In all circumstances, the arbitration shall take place in Lancaster, Pennsylvania. Any claim by Fenner against Purchaser for nonpayment of a disputed invoice as well as any dispute, controversy or claim arising out of this transaction where the matter in controversy exceeds the sum of \$50,000, exclusive of interest and costs, shall be adjudicated exclusively by a court of competent jurisdiction in Lancaster, Pennsylvania. Purchaser consents to personal jurisdiction and venue in Lancaster, Pennsylvania and agrees not to take any action to challenge such jurisdiction or venue. Fenner may bring an action against Purchaser in any jurisdiction or venue. In the event of any action or proceeding related to a transaction, subject to this Contract where Fenner is determined to be the prevailing party with regard to some or all claims, Purchaser agrees to pay all of Fenner's attorney's fees and litigation costs up through and including any appeal.

### 13. ASSIGNMENT, WAIVER, ENTIRE AGREEMENT, SEVERABILITY.

Purchaser shall not assign or delegate any of its rights or obligations under this Contract without the prior written consent of Fenner. Fenner may assign the Contract or any part of it to any person, firm or company without notice to Purchaser. Fenner may terminate this Contract upon written notice to Purchaser without any further liability to Purchaser if there is a change of control of Purchaser. The Contract constitutes the entire contract between the parties with respect to its subject matter, and supersedes all prior oral or written representations or contracts by the parties with respect to the subject matter of this Contract. Neither the Contract nor any of its provisions may be modified, amended or waived, whether orally, through the parties' course of performance, course of dealing or course of conduct, or manifested in any other way, unless in writing and signed by authorized representatives of both parties. It is the express intention of the parties that such requirement for written modifications, amendments or waivers be strictly enforced notwithstanding judicial precedent or statutory provisions to the contrary. Any provision found invalid or unenforceable will not affect the validity or enforceability of any other provision and the invalid provision may be judicially modified to the extent enforceable.

14. US Export Controls and Sanctions: Client shall comply with all applicable laws and regulations with regard to the supply, sale, transfer, export, re-transfer, or re-export of the Products, including but not limited to those relating to: trade sanctions (including but not limited to comprehensive or sectoral embargoes and restricted parties) and export controls (including but not limited to military or dual usage products), altogether defined hereafter as "Trade Restrictions". For the avoidance of doubt, all applicable laws and regulations could include those originating out of the United Nations, the European Union, the OSCE, or the United States of America. Client shall not cause Michelin to, either directly or indirectly, risk any potential violation of any applicable Trade Restrictions.