

STANDARD TERMS AND CONDITIONS OF SALE

These Terms and Conditions apply to the sale of all goods (“Goods”) by The Cleveland Electric Laboratories Company (“Seller”) along with all orders or other proposed offers by Buyer to purchase Goods from Seller.

1. **ACCEPTANCE.** All orders or other proposed offers by Buyer to purchase Good from Seller are subject to acceptance, in writing, by Seller (“Seller’s Acceptance”) and are not binding on Seller unless accepted by Seller in a signed writing. These Standard Terms and Conditions – Sale of Goods (“Standard Terms of Sale”) are applicable to all quotations, offers to purchase, purchase orders, schedules or ancillary agreements concerning the sale of Goods by Seller, of any nature; they are the only terms and conditions that apply to the sale of Goods by Seller to Buyer. Buyer’s offer to purchase, purchase order, and like documents (regardless of format or title of any such document) are a “Purchase Order.” Any term, condition, or standard of performance different from or in addition to those set forth in these Standard Terms of Sale, whether set forth in a Purchase Order or otherwise proposed by Buyer, must specifically reference the intention to amend these Standard Terms and Conditions, and must be agreed to and memorialized in a writing signed by Seller to be binding on Seller. In the event of any conflict with, inconsistency between (whether latent or patent), or addition to these Standard Terms of Sale and any Purchase Order or other term, condition or standard proposed by Buyer that is not so set forth in a writing signed by Seller, such conflicting, inconsistent or additional term, condition or standard is objected to and rejected and these Standard Terms and Conditions will control. Buyer’s submission of a Purchase Order to Seller or Buyer’s acceptance of any Goods from Seller shall constitute Buyer’s irrevocable acceptance of these Standard Terms of Sale. If Buyer purchases services, repair parts, or substitute or additional Goods, the provisions of these Standard Terms of Sale shall be applicable to such purchase of such services, repair parts, or substitute or additional

2. **PRICES.** Prices for the Goods, unless otherwise stated in Seller’s Acceptance, do not include transportation or shipping charges, special packaging, and other services. All such charges are all for Buyer’s account, unless otherwise stated in Seller’s Acceptance. Unless otherwise specifically provided on the face of any invoice or quotation for Goods from Seller, the price for the Goods purchased is net and does not include sales, use, excise or similar taxes, whether federal, state or local tariffs, duties and special assessments. Buyer shall pay all taxes, tariffs, duties and special assessments applicable to the Goods in the same manner and with the same effect as if they were originally included in the purchase price. Prices are all quoted in United States Dollars. Unless otherwise stated in writing, prices quoted by Seller are firm for thirty (30) days. Seller reserves the right to correct any error in prices by notice to Buyer within a reasonable time of Seller discovering the error.

3. **TERMS OF PAYMENT.** Unless otherwise specified in Seller’s Acceptance, the terms of payment are Net 30 days from the date of the invoice. If payment is not received by Seller on or before its due date, the overdue amount shall bear interest at the rate of 1½% per month thereafter until paid, and Buyer shall also reimburse Seller for all costs of collection, including attorney’s fees, incurred by Seller. In the event Buyer seeks to make payment on an invoice from the Seller in an amount less than the full amount of the invoice and Buyer intends such payment to be in full satisfaction of the invoice, Buyer must send such payment in writing to Cleveland Electric Labs, 1776 Enterprise Parkway, Twinsburg, OH 44087, Attn.: Office of Disputed Claims.

4. **BUYER INSPECTION.** Upon Buyer’s receipt of shipment, Buyer shall immediately inspect the Goods. Unless Buyer notifies Seller in writing of any claim for shortages of or patent defects in the Goods within five (5) days after receipt of shipment, such Goods shall be deemed finally inspected, checked and accepted by Buyer.

5. **DELIVERY/RISK OF LOSS/TRANSPORTATION/INSURANCE/PACKAGING.** (a) Seller shall use reasonable commercial efforts to make delivery of Goods or perform services within the time requested on the Purchase Order. Any dates or schedules specified for the delivery have been stated only approximately and are estimated from the date of receipt of Buyer’s order and all requested information, documents and materials. Seller shall have no liability to Buyer, nor shall any order be cancelled, in the event of a delay in delivery or performance. In the absence of written shipping and packing instructions from Buyer, Seller shall use its own discretion in choice of carrier and method of packing. Unless otherwise stated in Seller’s Acceptance, all shipments are FCA (Free Carrier) Seller’s facility (Incoterms® 2020); risk of loss shall pass to Buyer when Seller tenders possession to the Goods to a transportation carrier. Unless otherwise set forth in a writing signed by Seller, Seller has no obligation to obtain insurance covering Goods in transit to Buyer. (b) Prices stated are based on Seller’s standard packaging. Packaging will be Seller’s standard commercial packaging and acceptable to the commercial carrier. Special customer packaging will be used only when agreed to in a writing signed by Seller. Seller will be entitled to charge

Buyer, and Buyer is responsible for, all charges for the packaging other than Seller's standard packaging. (c) Goods in stock will be shipped promptly. Goods not in stock will be shipped when available. All shipping dates are approximate, and are based upon current availability of materials, present production schedules, and prompt receipt of all necessary information. (d) The Seller is not responsible for any delays caused by third parties utilized by the Seller to produce its goods or the inability of any such third parties to deliver their goods or services to the Seller. It is understood by Buyer that the Seller's quote may be based on a quote from a third party and the Seller shall not be bound by its own quote if any third party fails to provide its goods or services as promised or agreed.

6. CANCELLATION AND RETURNS. (a) Once Seller has issued Seller's Acceptance, Buyer cannot terminate, cancel, modify, or defer shipment of such order, except with Seller's written consent. If Seller consents in writing, then in addition to Seller's then-current restock charge, the order shall be subject to all additional terms, conditions, charges and price adjustments that Seller reasonably imposes. (b) Buyer may not return Goods without Seller's authorization, in its discretion, as evidenced by issuance of a return authorization number. Returned Goods are subject to Seller's then-current restocking charge. Special order items and Goods manufactured to order are not returnable.

7. LIMITED WARRANTY/DISCLAIMER OF WARRANTIES. Seller warrants that Goods shall be manufactured substantially in conformance with the specifications contained in the Purchase Order at the time Seller tenders the Goods to carrier for delivery. Buyer's exclusive remedy for non-conformance or defective manufacture is for the repair and replacement of non-conforming or defective Goods, as elected by Seller. Alternatively, Seller may elect to refund the purchase price or issue a credit for the non-conforming or defective Goods, in its sole discretion, as Buyer's exclusive remedy. Any warranty only extends to the original Buyer from Seller. THE FOREGOING WARRANTY AND REMEDY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY, FOR FITNESS FOR A PARTICULAR PURPOSE, AND USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. NO AFFIRMATION OF SELLER, BY WORDS OR ACTION, NOR ANY ADDITIONAL STATEMENTS, EXPRESS OR IMPLIED, MADE BY SELLER, SHALL CONSTITUTE A WARRANTY HEREUNDER. The warranty is void and Buyer shall have no remedy from Seller as to Goods that Buyer has subjected to misuse, mishandling, misapplication, neglect (including but not limited to improper maintenance and improper or untimely inspection), accident, improper installation, modification (including but not limited to use of unauthorized parts or attachments), or adjustment or repair performed by anyone other than Seller or Seller's authorized agent. In no event shall Seller be responsible for the quality or performance of any goods manufactured or services performed by any other person or entity. Any claim by Buyer for a non-conforming or defective Good shall be waived by Buyer unless Buyer notifies Seller in writing by the earlier of (i) five (5) days after Buyer discovered, or by reasonable inspection should have discovered, any claimed breach, or (ii) thirty (30) days after Seller tendered the Goods to carrier for shipment. Buyer's notice must describe the alleged defect or non-conformance in reasonable detail, and thereafter Buyer must promptly provide any additional information or proof reasonably requested by Seller. Any lawsuit for breach of the foregoing warranty shall be brought within one (1) year from the date the Good was tendered to carrier for shipment or the claim shall be time barred.

8. LIMITATION OF LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY REASON FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES TO ANY PERSON OR ENTITY, WHETHER BASED UPON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, TORT, BREACH OF CONTRACT OR ANY OTHER THEORY, REGARDLESS OF WHETHER THE WARRANTY REMEDY SET FORTH IN THESE TERMS FAILS OF ITS ESSENTIAL PURPOSE. "CONSEQUENTIAL DAMAGES" SHALL INCLUDE, WITHOUT LIMITATION, LOSS OF USE, INCOME OR PROFIT, OR LOSSES SUSTAINED AS THE RESULT OF INJURY (INCLUDING DEATH) TO ANY PERSON OR LOSS OR DAMAGE TO PROPERTY (INCLUDING, WITHOUT LIMITATION, PROPERTY IN WHICH THE GOOD(S) WAS INSTALLED).

9. INDEMNIFICATION. Buyer shall indemnify Seller against all claims, loss, liability and expense (including, but not limited to, reasonable attorney fees) on account of any damaged property or injury or death of persons (including Buyer's employees) arising out of Buyer's unloading, storage, handling, use or disposal of the Goods or arising out of any infringement claim where Seller was not responsible for the design of the goods, except for any portion of damages attributable to Seller's gross negligence. This indemnity obligation of Buyer will survive the expiration, termination or cancellation of this contract

10. SAFETY INFORMATION. Seller has supplied or made available to Buyer all necessary information relating to safety conditions and procedures (including but not limited to MSDS) concerning the Goods and Buyer acknowledges receipt thereof and further acknowledges that it has reviewed and understands same.

11. INSTRUMENTATION CALIBRATION COMPLIANCE/NON-COMPLIANCE WITH SPECIFICATIONS. Instruments shall be clearly marked for identification purposes. Seller reserves the right to mark unmarked instruments. The values stated on the certificate are correct at the time of calibration and refer only to the instrument being calibrated. Subsequently, the accuracy will depend on various factors, such as (but not limited to) the care exercised in handling the instrument and the frequency of its use. Re-calibration should be performed periodically, with the interval between re-calibration chosen to ensure that, under normal circumstances, the instrument's accuracy remains within the desired limits. If Buyer has not specified calibration expiry dates, or if Seller has not received the contract review form, Seller will select an expiry date based on manufacturer's recommendations. To account for measurement uncertainty on statements of compliance, Seller uses ILAC G8 – "Guidelines on the Reporting of Compliance with Specification."

12. INTELLECTUAL PROPERTY; TRADEMARKS. Use of Seller's branding or documentation for marketing requires prior written consent. All Intellectual Property Rights with respect to the Goods are the sole and exclusive property of Seller; Buyer shall not acquire any ownership interest in any such Intellectual Property Rights. The purchase of Goods from Seller shall not entitle Buyer to use, register, or otherwise identify Buyer or its business with the name, trademark, service mark or other identity of Seller. All such marks and goodwill associated therewith remain the exclusive property of Seller. "Intellectual Property Rights" means all industrial and other intellectual property rights comprising or relating to: (i) patents; (ii) trademarks; (iii) works of authorship, expressions, designs, and design registrations, whether or not copyrightable, including copyrights and copyrightable works, and specifications and documentation; (iv) trade secrets; and (v) all industrial and other intellectual property rights, and all rights, interests, and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection pursuant to the laws of any jurisdiction throughout in any part of the world.

13. FORCE MAJEURE. Seller is not liable or otherwise responsible for damage, loss, fault, or expenses arising out of delays in manufacturing, shipment or other non-performance caused by or arising from strikes, fires, disasters, pandemics, riots, acts of God, intervention of government, war or threat of war, acts of terrorism, conditions similar to war, sanctions, blockades, embargoes; acts of Buyer; shortages of labor, fuel, power, materials, supplies, transportation, or manufacturing facilities, governmental action, subcontractor delay; or any other cause, condition or circumstance beyond Seller's reasonable control (collectively, "Force Majeure"). If there is any such delay or nonperformance, then Seller, upon notice to Buyer, may, at its option, and without liability, revoke all or any portion of its acceptance of Buyer's order and/or extend the date upon which any performance thereunder is due. However, Seller shall use commercially reasonable efforts to notify Buyer when Seller determines that such contingency or other act becomes likely

14. NON-DISCLOSURE. Buyer acknowledges that certain information from Seller (whether or not patented), may be disclosed by Seller to Buyer for certain limited purposes (including an evaluation of the Goods). Buyer agrees, through its issuance of the Purchase Order and without further action required on the part of Buyer or Seller, to the following terms and conditions: (a) as used herein, "Proprietary Information" shall mean all information disclosed by Seller in any medium (including, without limitation, electronically), orally, by samples or in writing, including, but not limited to, processes, procedures, know-how, trade secrets, technical and marketing information, data, product and processing ideas, inventions, patent applications, designs, drawings, prototypes, specifications for component parts used to manufacture Seller's assemblies, memoranda, correspondence, notes and plans. These provisions shall apply retroactively to any Proprietary Information that may have been disclosed in connection with discussions and negotiations regarding any project prior to the effective day of Standard Term of Sale; (b) information that (i) was lawfully in the possession of Buyer, as established by documentary evidence, prior to receiving it from Seller, or (ii) was known, or hereafter may become known, in the public domain, the public literature or generally in the industry through no fault of Buyer, or (iii) was disclosed, on an unrestricted basis to Buyer from a third party source that has the right to disclose such information without violation of any obligation of confidentiality, shall not be entitled to protection as Proprietary Information; (c) Buyer must only use the Proprietary Information as authorized in writing by Seller and in no event shall it be used to benefit any third parties. Buyer shall take reasonable care to protect the Proprietary Information from unauthorized use or disclosure for any purpose

other than as authorized hereunder. As a minimum, Buyer shall give the Proprietary Information at least the same degree of protection as it gives its own proprietary or confidential information; (d) Buyer agrees not to reproduce, re-engineer, disassemble, modify or transcribe the Goods or any of Seller's Proprietary Information without Seller's prior written consent, and further agrees that it shall return all such Proprietary Information, including material and parts embodying any portion of such Proprietary Information, to Seller upon the written demand of Seller; (e) no other use of Seller's Proprietary Information, in whole or in part, may be made by Buyer without the prior written consent of Seller. All know-how, ideas, inventions, discoveries, modifications and improvements, whether patentable or not, relating to Seller's Proprietary Information shall be the sole property of Seller; (f) Buyer agrees not to disclose, publish or otherwise disseminate Seller's Proprietary Information to any person or entity for any purpose whatsoever, except as specifically authorized hereunder. Buyer shall have the right to disclose the Proprietary Information only to those of its employees who need to know such information for the fulfillment of the stated purpose. Buyer shall ensure that all such employees execute confidentiality agreements imposing obligations no less restrictive than herein; and (g) no rights or obligations other than those expressly recited in this Paragraph are to be implied from the sale of the Goods. No license or transfer of any property right or interest in the Proprietary Information is intended.

15. **CHANGES.** Seller expressly reserves the right, without prior notice to Buyer, to make changes, modifications and revisions with regard to the design of Goods. In the event Buyer shall request changes in its order after receipt thereof by Seller, Seller shall not be obligated to make such changes; provided, however, if Seller does so agree, Buyer shall be responsible for all charges reasonably incurred by Seller with respect to such changes. In the event of a change in law, including but not limited to, actions or inactions of government bodies, affects Seller's cost and/or time of performance, an equitable adjustment shall be made in the price and/or time of performance

16. **ENTIRE AGREEMENT.** These Standard Terms and Conditions, together with the terms and conditions contained on the face side of Seller's invoice or quotation, and Seller's Acceptance, constitute the entire agreement between Seller and Buyer with respect to the Goods and supersede all prior oral or written representations, proposals, correspondence, discussions, negotiations and agreements. No course of prior dealings, acceptance or acquiescence in a course of performance and no usage of the trade shall be relevant to supplement, explain or modify any terms contained herein. All representations, promises, warranties or statements by an agent or employee of Seller that differ in any way from the terms and conditions hereof shall be given no effect or force.

17. **PRIORITY.** In the event of any inconsistency among the provisions in these Standard Terms of Sale, Seller's Acceptance, and any document from Buyer (including any Purchase Order), precedence shall be given first to Seller's Acceptance, second to these Standard Terms of Sale, third to Seller's quotation, and fourth the special terms and conditions contained on the face of the Purchase Order and accepted, in writing, by Seller.

18. **GOVERNING LAW; VENUE; WAIVER** The terms and conditions applicable to the transaction provided for herein shall be determined and construed in accordance with, and shall be governed by, the laws of the State of Ohio. The parties agree that the United Nations Convention of Contracts for the International Sale of Goods will not apply to these terms and conditions or any transactions pursuant hereto. Further, Buyer and the Seller agree to submit to the jurisdiction of the appropriate local, state or federal courts within Summit County, Ohio for purposes of resolving any dispute or claim arising in connection with said transaction. Nothing herein shall be construed as creating any act or beneficial right in or on behalf of any third party. The failure of either party to insist or enforce in any instance strict performance of any of the terms of these terms and conditions or to exercise any rights hereunder conferred, shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

19. **DISPUTE RESOLUTION.** If any dispute arises in connection with this Agreement, the parties' respective senior representatives will, within ten (10) days after receipt of a written request from either party to the other, in accordance with these terms of sale, meet in a good faith effort to resolve the dispute. If the parties fail to reach agreement within thirty (30) days after receipt of the written request, any dispute or difference may be referred for resolution in accordance with applicable law and these terms.

20. **SEVERABILITY.** If any provision of these Standard Terms of Sale is deemed invalid or unenforceable by any court of competent jurisdiction or under any statute, regulation, ordinance, executive agreement or other rule of law, such provision shall be deleted or modified, at the election of Buyer and Seller, but only to the extent necessary

to comply with such ruling, statute, regulation, ordinance, agreement or rule, and the remaining provisions of these Standard Terms of Sale and the agreement shall remain in full force and effect.

21. **NON-WAIVER.** No change, modification or waiver of any provision of these Standard Terms of Sale shall be valid or binding unless it is signed by Seller. A waiver by either party of any breach or failure to enforce any term or condition of these Standard Terms of Sale shall not in any way affect, limit or waive such party's right at any time to enforce strict compliance with that or any other term or condition of these Standard Terms of Sale.

22. **BINDING EFFECT / NON-ASSIGNMENT.** This Agreement shall be binding upon and shall inure to the benefit of the successors, and permitted assigns of Buyer and Seller, provided, however, that Buyer may not assign any portion of its rights or delegate any portion of its obligations hereunder without in each instance obtaining Seller's prior written consent. Any attempted assignment by Buyer or assignment by Buyer of this Agreement without Seller's prior written consent is void.

23. **SELLER'S PERFORMANCE EXCUSED UPON BUYER'S BREACH.** In addition to the rights and remedies conferred upon Seller by law or in equity, Seller shall not be required to proceed with the fulfillment of any order or the performance of any part of this Agreement, even if Seller has issued Seller's Acceptance, if Buyer is in breach in the performance of any order or agreement with Seller, and in cases of doubt as to Buyer's financial responsibility or capability, shipments may be suspended or sent sight draft with bill of lading attached by Seller. Additionally, in the case of subsequent orders or, in the case of open Purchase Orders, Seller is not required to proceed with the fulfillment of any subsequent order or perform such open Purchase Order if Buyer is in breach with regard to any prior fulfilled orders, including, without limitation, non-payment.

24. **INTERNATIONAL SHIPPING AND REGULATORY COMPLIANCE.** (a) For orders shipped outside the United States, Buyer is responsible for all applicable customs duties, taxes, import fees, and compliance with local regulations. (b) Unless otherwise agreed in writing, all international shipments are made EXW (Ex Works) Seller's facility (Incoterms® 2020). (c) Title and risk of loss pass to Buyer upon delivery to the carrier or freight forwarder. (d) Buyer shall obtain and maintain all required import permits, licenses, and approvals, and ensure compliance with all relevant import, safety, and product compliance laws of the destination country. (e) Buyer acknowledges that SSP's products may be subject to applicable export control laws and regulations, including the U.S. Export Administration Regulations (EAR). Buyer agrees not to export or re-export any products in violation of such laws. (f) Buyer is responsible for identifying any regulatory requirements specific to the Good's end use or market, and for communicating such requirements to Seller in writing prior at the time of order. (g) SSP shall not be liable for delays, penalties, or losses arising from customs clearance issues, regulatory inspections, or Buyer's failure to meet destination country requirements. (h) If Buyer needs additional time to arrange shipment details, Seller will assume no liability for shipping delays.

25. **EXPORT RESTRICTIONS.** Buyer acknowledges and agrees that "technical data" as defined by the U.S. Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR) or locally applicable export control laws or regulations, may only be transferred to U.S. Persons (defined in Part 120 of the ITAR and various parts of the EAR) unless prior authorization is granted by the U.S. Department of Commerce or the U.S. Department of State. Buyer hereby covenants and agrees not to export or re-export, directly or indirectly, any Product containing technical data, including any goods, process or services derived from such technical data, to any destination to which such export or re-export is restricted or prohibited by U.S. or locally applicable law or regulations, without first obtaining, at Buyer's own expense, all prior authorizations, licenses, clearances and permits from the U.S Department of Commerce, the U.S. Department of State and/or other applicable government authorities to the extent required by those laws or regulations.