

**SCHWEITZER ENGINEERING LABORATORIES, INC. and any of its affiliates in the U.S.A. ("BUYER")**  
**Purchase Order Terms and Conditions**

1. **Applicable Terms and Conditions.** This purchase order ("Order") constitutes an offer to buy goods and/or equipment (collectively "Articles") and/or services in strict accordance with the description and specification set forth in this Order. Acceptance by Seller is limited to the terms (both express and implied) embodied in this offer. Notice is hereby given to Seller that Buyer objects to each and every additional and/or different term contained in (a) Seller's acknowledgment of Order, (b) any other response of Seller to this order, and/or (c) any other communication relating in any way whatsoever to the subjects to which this Order pertains.
2. **Inspection.** All Articles received by Buyer will be subject to Buyer's count, test and inspection, and any rejected Articles may be returned at Seller's expense. Seller will be notified of rejections and given reasonable opportunity to advise disposition. Buyer reserves the right to send an inspector into Seller's or Seller's subcontractor's plant to inspect Articles or equipment made to Buyer's specifications at any stage in the process of manufacture, without waiving the right of subsequent rejection on account of undiscovered or latent defects. An inspector may be an agent of Buyer, Buyer's customer, or representative thereof.
3. **Warranty.** Seller warrants that all Articles and services covered by this Order will be: i) in strict accordance with the specifications and drawings or other descriptions furnished by Buyer; ii) conform to and perform in accordance with all applicable published descriptions and specifications; iii) free from defects in design, materials and workmanship; and iv) of merchantable quality and fit for the particular purposes of Buyer. If any failure to comply with this warranty appears in such Articles and/or services within one year after the acceptance thereof, Buyer will notify Seller and Seller shall thereupon remedy such failure by, at Buyer's sole option, repair, replacement (including removal, transportation and installation) or refund of such Articles without expense to Buyer (or in the case of services, by, at Buyer's sole option, re-rendering such services or refunding the cost of such services). All replacement Articles must be new and comply with the requirements of this warranty provision. In the event Seller's usual published warranty applicable to such Articles or services is more favorable to Buyer in any respect, Seller's warranty shall apply in such respect. Seller represents and warrants that no software provided to Buyer under this Order contains any malicious software, computer viruses, or any copy protection scheme, destruction, or disablement mechanism which interferes with Buyer's use of such software or with Buyer's other computer business operators, as those terms are commonly understood in the information technology industry, or similar issues which Seller by means of reasonable inspection should have detected in the normal course of quality control and testing. Seller further represents and warrants that such software contains no known code or component (including any code or component provided by third parties) that is intended to grant unauthorized or undocumented access or ability to modify, delete, damage, or disable any computer, associated equipment, computer programs, data files or other electronically stored information.
4. **Shipment, Packaging and Title.** Regardless of the delivery term specified in this Order, Seller shall bear the risk of loss to the Articles purchased hereunder until received and accepted by Buyer. If transportation charges are to be paid by Buyer, shipment is to be made by the least expensive transportation unless otherwise specified. No charges will be allowed for packing or cartage unless specifically authorized. Shipment shall be made as necessary to meet the specified delivery dates. Buyer reserves the right to withhold payment on premature shipments until the scheduled delivery dates.
5. **Delay.** Seller shall notify Buyer immediately in writing upon learning that Seller will not be able to meet the specified delivery dates for any Articles. Buyer, without waiving any other legal rights or remedies, reserves the right to cancel without charge or to postpone delivery of any Articles covered by the Order which are not shipped in time to meet the specified delivery dates. Notwithstanding the foregoing, in the event Seller suffers delay in performance due to any act of God, war, act of government, act of Buyer, fire, flood, strike or sabotage or other similar causes beyond Seller's control, the time of completion shall be extended a period of time equal to the period of such delay if, upon commencement of any such delay, Seller promptly informs Buyer of the delay in writing.
6. **Termination.** Buyer may terminate work on this Order for its own convenience in whole or in part by written notice at any time. In that event, any claim arising out of the termination of this Order shall be settled by negotiation based on

Seller's costs and commitments properly incurred or made, with due allowance for salvage value. Buyer, without waiving any other legal rights or remedies, reserves the right to terminate this Order upon: i) Seller's default of any provisions of this Order; and/or ii) in the event Seller becomes the subject of any proceeding under state or federal law for the relief of debtors or otherwise becomes insolvent or bankrupt or makes an assignment for the benefit of creditors.

7. **Software License.** Seller hereby grants to Buyer, and Buyer hereby accepts, a nonexclusive fully paid-up, irrevocable, world-wide, perpetual license (unless otherwise specified in the Purchase Order) to use any and all software provided to Buyer under this Order for the number of users or copies of the software provided on the Order; and to the extent that the software and/or a derivative work thereof is intended to be installed on, used with, or embedded in Buyer products or services, Seller hereby grants Buyer a nonexclusive and fully paid-up, irrevocable, world-wide, perpetual license (unless otherwise specified in the Order) to sublicense such software when installed on, used with, or embedded in Buyer products or services (the "License"). Seller and Buyer expressly agree that any software shrink-wrap and click-through software licensing agreements shall not apply to any software purchased under the Order unless the Buyer expressly agrees in writing to such shrink-wrap or click-through software licensing agreement.

For software embedded as firmware in a product, Seller hereby grants to Buyer a nonexclusive, worldwide, irrevocable, perpetual right and license, under all copyrights, patents, patent applications, trade secrets and other necessary intellectual property rights of Seller, to: (i) use, execute, and display the software, in object code form, in conjunction with, or for use with or support of such product; (ii) distribute or license the software, in object code form, as part of, in conjunction with, or for use with products sold or leased by Buyer to an end user; and, (iii) authorize, license and sublicense third parties to do any, some or all of the foregoing.

Buyer may, as part of the License, make additional copies of the software and related documentation to support the licensed software and such documentation. Buyer may also make backup and archival copies of the software and documentation. Buyer, its agents, contractors, assignees and employees shall have the right to use and operate the software within the scope of the License for Buyer's business purposes.

8. **Patent Indemnity.** Seller shall defend any suit or action brought against Buyer based upon a claim that an Article or any of its components furnished hereunder, or the use thereof for its intended purpose, constitutes an infringement of any United States or foreign patent, and Seller shall pay all damages, costs and attorney's fees awarded in any such suit or action and indemnify Buyer for all costs Buyer incurs as a result of redesign, rework, retooling, and similar expenses incurred by Buyer and arising directly from such suit or action and which limits availability of the Article.
9. **Buyer's Property.** All tools, gauges, dies, jigs, fixtures and patterns (a) furnished by Buyer or (b) which Buyer specifically authorizes Seller to acquire for work on this Order shall be listed and maintained in suitable condition to do the work, by and at the expense of Seller and returned to Buyer at any time upon request, F.O.B. Seller's plant.
10. **Indemnification.** Seller assumes entire responsibility for any injury to persons, including death, or damage to property of any kind or nature caused by, resulting from, or in connection with, the furnishing of Articles and/or services, by Seller, its contractors, officers, agents, or employees. Seller, at its expense, will defend, indemnify and hold harmless Buyer, and Buyer's officers, agents and employees, from and against any and all claims, suits, losses, damages, and expenses resulting from such injury or damages and incurred by or awarded against Buyer. If this Order covers services to be performed by Seller on Buyer's premises, Seller agrees to perform the services in accordance with the safety rules of Buyer and prior to commencement of the services to furnish to Buyer certificates of insurance setting forth the following coverage: Workmen's Compensation coverage per applicable state statute; Employers' Liability in the amount of \$1,000,000 each occurrence; Comprehensive General Liability coverage for bodily injury/property damage claims in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; Business Automobile Liability Insurance covering bodily injury/property damage and all owned, hired and non-owned automotive equipment used in the performance of the Order in the amount of \$1,000,000 combined single limit each occurrence. All policies shall provide that Buyer shall receive thirty (30) days prior written notification from the insurer of any termination or reduction in the amount or scope of coverage. All insurance purchased by Seller in compliance with this Order shall be primary to any other insurance owned, secured, or in place by Buyer, and Seller shall furnish Buyer an endorsement showing that Buyer

has been named an additional insured on all applicable policies. All insurance specified in this section shall contain a waiver of subrogation in favor of Buyer for all losses and damages covered by the insurances required in this section, including coverage for damage to Buyer's property in Seller's care, custody or control. The insurers selected by Seller shall have an A.M. Best rating of A-VII or better and be licensed to write insurance in the location where the services under this Order will be performed. Seller further agrees to indemnify and save harmless Buyer, its officers, agents, and employees from any civil penalties which may be assessed for violations of the Occupational Safety and Health Act of 1970, or any standards, rules or orders promulgated, or regulations prescribed pursuant thereto, where such violations exist either solely or partially by reason of any acts or omissions of Seller, its officers, agents or employees.

11. **Confidentiality.** All commercial information contained herein is proprietary of Buyer and shall be treated as confidential by Seller. Such information shall not be published, released or disclosed, in whole or in part, to any persons without the prior written consent of Buyer.
12. **Cybersecurity obligations.** A 'Cybersecurity Incident' should be defined as any event in which data of or about Buyer is, or is suspected, to have been lost, stolen, improperly altered, improperly destroyed, used for a purpose not permitted, or accessed by any person other than authorized Seller personnel.

Buyer selects sellers committed to the highest level of cybersecurity in their own operations and activities, and that constantly ensure their own subcontractors and sellers observe equally rigorous cybersecurity standards. Buyer expects its sellers to provide services and manage risk in a way that consistently protects Buyer's information and operations. Seller is expected to adhere to all applicable regulations and standards of cybersecurity applicable to their industry. At a minimum, Seller shall implement each control specified in the current CIS<sup>®</sup> (Center for Internet Security, Inc.) CIS Controls<sup>™</sup> framework. Seller shall notify Buyer within 24 hours from the time it reasonably believes that a Cybersecurity Incident occurred, or shorter if required by applicable law, resulting in an actual or potential breach impacting Buyer's operations or data, and seek proper assistance as required.

Seller shall report Security Incidents to Buyer's Information Security Team at seloc@selinc.com and 509-334-5678. Seller shall cooperate with Buyer in its investigation of a Cybersecurity Incident and provide Buyer a detailed description of events, the type of data that was the subject of the Cybersecurity Incident, the identity of each affected person, and any other information Buyer reasonably requests, as soon as such information can be collected or otherwise becomes available.

In the event of failure to abide to all the provisions stated above, Buyer shall have the right to terminate without further notice this Order, and any related agreement, and Seller shall hold Buyer harmless for any and all ensuing damages or losses.

13. **No Waiver.** Any waiver of strict compliance with any provision of this Order shall not be deemed a waiver of any other provisions or of Buyer's right to insist upon subsequent strict compliance with such provision.

#### 14. **Compliance with Laws.**

- a. Buyer is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of the 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of the Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.
- b. Seller assures Buyer, and does hereby certify, that the Articles will have been produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and of Regulations and Orders of the United States Department of Labor issued under Section 14 thereof, and further, that said articles will have been produced in compliance with all other applicable laws and regulations.
- c. The "Utilization of Small Business Concerns" clause contained in 48 CFR 52.219-8 is incorporated into this Order by reference.
- d. If this Order exceeds \$500,000, and Seller is not a small business concern, the "Small Business Subcontracting Plan" clause contained in 48 CFR 52.219-9 is incorporated into this Order by reference.
- e. The Seller hereby certifies: (a) that any facility to be used in the performance of this Order is not listed on the Environmental Protection Agency List of Violating Facilities; and (b) that the Seller will immediately notify the Buyer of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Seller proposes to use for the performance of the Order is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
- f. The Seller agrees to comply with all applicable export and reexport control laws and regulations, including the Export Administration Regulations (EAR) maintained by the United States Department of Commerce. The Seller shall not furnish to SEL in any form products or services from parties listed on the United States Department of Commerce Consolidated Screening List (CSL), searchable at <https://legacy.export.gov/csl-search>.

14. **Governing Law.** This Agreement is to be construed in accordance with the laws of the State of Washington, and the parties agree that any suit for enforcement of any of the terms of this Agreement or arising out of defects in the Articles purchased may at the option of Buyer be filed in a U.S. District Court in the District of Washington. In the event such suit is commenced, the prevailing party will be entitled to recover its reasonable attorney fees and other costs of litigation, in addition to compensatory damages.

15. **Entire Agreement.** These Terms and Conditions constitute the complete and exclusive statement of the terms of the agreement between the parties hereto, are intended as a final expression of the terms of such agreement and will supersede all prior and contemporaneous agreements, inducements or conditions, express or implied, oral or written. No order, notice, change, modification, suspension, revision or termination of this Order shall be binding upon Buyer unless made in writing and signed by an authorized representative of Buyer at Buyer's place of business issuing this Order.