



GENERAL TERMS AND CONDITIONS FOR PURCHASE OF NON-PRODUCTION GOODS (INCLUDING EQUIPMENT) OR IN-PLANT SERVICES

1. Purpose and Use; Defined Terms.

1.1 Purpose and Use. These Terms and Conditions for Purchase of Non-Production Goods (Including Equipment) or In-Plant Services (the "Terms") apply to the purchase of items by Guardian Industries Holdings, LLC or its direct or indirect subsidiaries, which may include but are not limited to SRG Global, LLC or one of its subsidiaries or Guardian Glass, LLC or one of its direct or indirect subsidiaries (collectively referred to in these Terms as "Guardian") if a Buyer chooses to contract with Seller to purchase goods or services, as applicable. Section 2 describes how the Parties may enter into a binding contract for the Work. The applicable rights, obligations and liabilities of each Buyer under a Contract are solely those of such Buyer and neither Guardian or any of its Affiliates or any other Buyer will be responsible for any obligations or liabilities of such Buyer. Under no circumstances, will Guardian or any Buyer not party to a particular Contract be jointly and severally liable for the obligations of others. The Goods or Services, as applicable, may be more fully described in the Guardian-approved specification referenced in the RFQ, Commercial Agreement or Purchase Order, and/or Seller's published specification, regardless of format, to the extent that it does not conflict with or is inconstant with the specifications that are otherwise referenced in the Contract (the "Specification"). Changes to these Terms are not part of the Contract unless Buyer expressly agrees to them in writing. The terms set forth in the following sections will be applicable to Seller and Seller Group at all times during the Term whether or not there are any Purchase Orders or Commercial Agreements in effect between the Parties: Section 4.3(a) (Indemnity); Section 4.1 (Safety); Section 4.3(d) (Seller's Insurance); Section 4.2(c) (Compliance with Laws); Section 8.1 (Confidentiality); and Section 8.11 (Publicity and Use of Names and Marks).

1.2 Purchases by SRG Global, LLC, and its direct and indirect subsidiaries. With respect to purchases by SRG Global, LLC and its direct and indirect subsidiaries only (collectively, "SRG"), these Terms apply to the purchase of items that are not directly used in the production of goods supplied to SRG's customers and services and work to be performed at one of SRG's facilities. To the extent Seller is a supplier of production components, materials and applicable services directly used in the production of goods supplied to SRG's customers, including raw materials, components or finished goods such as clips, badges, or fasteners, these Terms do not apply and are superseded and replaced in their entirety by the SRG Global General Terms and Conditions of Purchase of Production Goods (see https://www.guardian.com/en/supplier_portal_1). These Terms apply to the purchase of all other goods and services purchased by SRG, including capital equipment, office supplies, information technology services and equipment, tooling, dies and for services that will be provided at SRG's facilities.

1.3 Certain Defined Terms. "Affiliate" of an entity means any other entity that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such entity. "Buyer" is the Guardian entity identified in the Purchase Order or other applicable Commercial Agreement of the Parties. "Commercial Agreement", if entered into by the Parties, is a written document signed by Buyer and Seller, describing the purchased Goods or Services, and setting forth the commercial terms for purchase of Goods and Services and may be used in lieu of or with a Purchase Order to evidence Buyer's purchase of Goods and Services. The Commercial Agreement may be in the form of a SOW. A Commercial Agreement is not binding unless it is signed by both Parties. The "Contract," if entered into by the Parties, is comprised of (a) these Terms, (b) the applicable Purchase Order and applicable Commercial Agreement, (c) the Specifications, if applicable, (d) the SOW, if applicable and signed by both Parties, (e) the applicable Buyer's then-current Supplier Quality Manual, (f) any other document specifically agreed to by the Parties in writing which reference these Terms and, (g) with respect to SRG Global only if Tooling is identified in the Contract, SRG Global's Tooling and Equipment Integrator Supplier Agreement. "Control" (and with correlative meanings, the terms "Controlled by" and "under common Control with") means, with respect to any person or entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of another person or entity, whether through the ownership or voting securities, by contract, or otherwise. "Effective Date" is the date when these Terms are signed by Seller or when Seller otherwise accepts these Terms via Buyer's electronic procurement system.

“Guardian Data” means any information in digital format that can be transmitted or processed, including, without limitation, process data, equipment status data, alarm data, and KPI data, that is produced by or inputted into the Goods or Services that are the subject of the applicable Contract between Buyer and Seller and Personal Data. “Goods” means the goods identified in any applicable Purchase Order or other applicable Commercial Agreement, which may include without limitation equipment, tooling, dies, molds, etc. or with respect to SRG only, Tooling. “Party” means Buyer or Seller, as applicable. “Personal Data” means any data, information or record that directly or indirectly identifies a natural person or relates to an identifiable natural person, including but not limited to name, address, telephone number, email address, government issued identification number, date of birth, biometric data, geolocational data, and any other personally identifiable information that is stored in the Goods or Services that are the subject of the applicable Contract between Buyer and Seller. “Purchase Order” is a document that may be issued by Buyer to Seller to evidence Buyer’s purchase of Goods and/or Services. “Purchase Price” means the price for the Work to be paid by Buyer to Seller as set forth in the Purchase Order or Commercial Agreement. “RFQ” means the request for quotation, request for proposal, or similar document, issued by Buyer for the Goods and/or Services. “Seller” means the entity from which the Buyer purchases Goods or Services. “Seller Group” means Seller, its subcontractors, and each of their respective employees, subcontractors, agents, representatives and invitees. “Services” means the services identified in a Purchase Order, Commercial Agreement, Specification, SOW or one of more of such documents. “SOW” is a Statement of Work that the Parties may use to set out the commercial terms of the Services to be performed. A SOW is not binding on the Parties unless it signed by both Parties. “Tooling” means tools, dies, molds, manifolds, gages, rapid prototype, components, or models purchased by SRG to be used to manufacture products for SRG’s customers. “Work” means the Goods and Services collectively when purchased together under the same Contract and individually if purchased under separate Contracts.

2. Forming a Contract.

2.1 With RFQ. If Seller has received an RFQ from Buyer, this Section 2.1 applies.

(a) Submitting Quotations. Seller must submit its quotation in writing, and it must be signed by Seller’s authorized representative.

(b) Meaning of Quotations. Seller’s quotation is deemed to be an offer to sell on precisely the basis set forth in these Terms and the Specifications provided as part of the RFQ. If Seller wishes to quote on a different basis or to change any of the terms, Seller must seek amended specifications or conditions from Buyer before Seller submits its quotation. Seller’s quotation will be open for acceptance for the time specified in the Specifications (if no time is specified, for three months).

(c) Acceptance and Forming a Contract. Buyer reserves the right to reject any offer in its sole discretion. Seller and Buyer have a binding agreement with respect to the Work when Buyer either: (i) accepts Seller’s offer by delivering Seller a Purchase Order in response to Seller’s quotation and (A) the price on the Purchase Order matches the price in the quotation; or (B) the price on the Purchase Order is different from the price on the quote and Seller confirms Seller’s acceptance of the change by accepting the Purchase Order or beginning work; or (ii) enters into a Commercial Agreement with Seller in response to Seller’s quotation. Seller will be deemed to have accepted the Purchase Order if Seller does not reject it in writing within 5 business days of receipt.

2.2 Purchase Order – Acceptance and Contract Formation. If Seller has not submitted a quotation to Buyer in response to an RFQ, this Section 2.2 applies. Seller and Buyer have a binding agreement with respect to the Work when Seller accepts Buyer’s Purchase Order, which is deemed to include these Terms. Purchase Order acceptance occurs when Seller (a) begins or continues to perform the Work; or (b) accepts the Purchase Order; or (c) enters into a Commercial Agreement with Buyer. Seller will be deemed to have accepted the Purchase Order if Seller does not reject it in writing within 5 business days of receipt.

2.3 Order of Precedence. If there is a conflict between any of the documents that comprise the Contract, the order of precedence is: (a) the applicable Purchase Order and Commercial Agreement, as applicable, (b) the SOW, (c) the Specification, (d) these Terms, (e) the Tooling and Equipment Integrator Supplier Agreement and (f) the applicable Buyer’s then-current Supplier Quality Manual. For the avoidance of doubt, a Purchase Order may only supplement these terms with respect to pricing, schedule, and other specific aspects of the Goods or Services and not as to general terms and conditions related to the supply of Goods or Services that are otherwise provided for in these Terms. Buyer expressly objects to, and does not accept, any changes or additions to the Contract that Seller makes and no such changes or additions are part of the Contract unless each Party expressly agrees to them in writing.

2.4 Affiliate Adoption. Seller agrees that if any Affiliates of Guardian or Buyer wish to purchase Goods or Services from Seller by issuing Purchase Orders or entering into other Commercial Agreements with Seller (an “Affiliate Contract”), these Terms will be incorporated by reference in any such Affiliate Contract as if these Terms were separately executed by such Affiliate (and solely by such Affiliate) without reference to such terms for Guardian companies but which must be specifically referenced for any Affiliate that is not a Guardian company, provided, however, that (i) such Affiliate Contract may contain such additional supplementary provisions or amendments to these Terms as Affiliate and Seller may agree upon in writing and (ii) if there is a conflict between the terms of the Affiliate Contract and these Terms, the Affiliate Contract controls. For purposes of such Affiliate Contract, the term “Buyer” in these Terms will be deemed to apply to such Affiliate. The applicable rights, obligations, and liabilities of a Buyer under an Affiliate Contract will be solely those of such Buyer and none of the Affiliates or Guardian will be responsible for any obligations or liabilities of such Buyer under an Affiliate Contract. The applicable rights, obligations, and liabilities of the Affiliate Buyer will be solely those of the Affiliate, and neither Guardian nor any other Buyer will be responsible for any obligation or liabilities of the Affiliate Buyer under such Affiliate Contract. Under no circumstances will Guardian or any of the Affiliates be jointly or severally liable for the obligations of others.

3. Communication. If a representative of Buyer is identified in the Contract or otherwise identified in writing to Seller (“Buyer’s Representative”) that person is Buyer’s first point of contact and, except in an emergency (and then only to the extent made necessary by the emergency), Seller will not act on instructions from anyone else. Buyer may change Buyer’s Representative upon written notice or through notification via Buyer’s electronic procurement system. Seller’s representative as identified in the Contract or otherwise in writing (“Seller’s Representative”) is the person through whom all communication to Seller’s Group regarding the Work will be conducted.

4. Seller Responsibilities.

4.1 Safety. Safety is a top priority for Guardian; Seller will comply with the following:

(a) Seller Responsible for Safety. Seller is responsible for the safety of the employees of Seller Group, as well as Buyer’s employees, guests and other contractors who may be affected by the Work. Seller will take all necessary steps to minimize the risk of harm or accident that may result from the Work. Seller will establish and enforce appropriate safety, health and work procedures for the jobs being performed, and will comply with all applicable laws and regulations and the balance of this Section 4.

(b) Injuries. All injuries must immediately be reported to the Buyer project manager or designee, as applicable, and the Plant Safety Officer, and an accident report must be completed immediately. Seller will provide Buyer with any information that Guardian or Buyer requests regarding such injuries.

(c) Clean Work Site. Seller will protect the place where the Work is performed from accumulation of trash or debris during the Work. Seller will remove all trash and debris so that the work site is left clean and neat during, and at the end of each working day and at the end of Seller’s performance of the Work. If Seller does not leave the work site clean and neat, Buyer may have the work site cleaned, and Seller will reimburse Buyer for the reasonable cost of the clean-up. Unless otherwise agreed by Buyer, Seller will arrange for proper disposal of all trash and debris at Seller’s expense.

(d) Preventing Property Damage. Seller is responsible for the protection of the plant and equipment where Seller is working, and all materials, from damage, including damage caused by Seller Group. Seller will immediately report to the Buyer project manager or designee any property damage caused by Seller or a member of Seller Group.

(e) Specific Safety Rules. In addition to the general requirements noted above, and without limiting Seller’s overall responsibility for safety, Seller will comply, and ensure that all members of Seller Group comply with the rules, policies, and guidelines of the Buyer plant where the Work is performed and with the following specific rules:

(i) Seller Group will be subject to all provisions of the Buyer Contractor Management Standard and any Buyer issued Contractor Management Plan (collectively, the “Safety Standard”), including without limitation, following all of Buyer’s plant and Occupational Safety and Health Administration (OSHA) policies and procedures wherever applicable and other regulatory policies. Buyer may require that a risk assessment be completed before Work begins. The risk assessment will either be completed by Seller with Buyer’s assistance or by Buyer with

Seller's assistance, as determined by Buyer. The results of the risk assessment will be comprehensively reviewed with Seller Group before engaging in Work. If there is a conflict between the Safety Standard and the safety requirement set forth in these Terms, the Safety Standard will control and govern.

(ii) Clear, industrial safety glasses meeting ANSI standard Z87 or similar standard applicable in the jurisdiction where the Work is performed, with side shields, and safety shoes must be worn in the facility always.

(iii) No cutting or welding is permitted without the approval of the Buyer project manager or designee and the maintenance superintendent.

(iv) Do not alter (disconnect or connect) any electrical or other utility service to any part of the plant without the approval of the Buyer project manager or designee and the maintenance superintendent.

(v) Follow Buyer's Hazardous Materials Communication Program and Environmental Program and procedures for each and/or such similar regulatory requirements that may exist in the jurisdiction where the Work occurs.

(vi) Vehicles of the Seller Group are permitted in the Buyer facilities only when dropping off or picking up material or equipment. Park in designated areas only. Seller Group employees are not permitted in the Buyer's facility outside the area of the Work. Buyer reserves the right to check the vehicles entering or leaving Buyer's facilities.

(vii) The following are not permitted in a Buyer at any time: weapons; drugs or alcohol; private radio transmissions; aluminum cans (at Guardian float facilities only); smoking; short pants; bare shoulders; open toe shoes; torn pants or shirts; or other clothing, jewelry, or hairstyles presenting a safety hazard. The determination of a safety hazard will be made solely by Buyer's Health and Safety Manager or designee.

(viii) Weapons are not permitted on any Buyer property at any time (including weapons stored in any vehicle or container), regardless of whether an individual has a valid permit to carry a weapon. Weapons include firearms, explosives, air rifles or pistols, and knives (except small pocket knives with blades no longer than three inches).

(ix) Neither Seller nor any member of Seller Group is permitted in the facility outside the Work area.

(f) Safety Concerns. If, in Buyer's sole judgment, any member of Seller Group is performing Work or is preparing to perform Work in an unsafe manner, including, without limitation, failing to follow any safety requirement set forth in this Section 4.1, then Buyer may notify Seller or Seller Group to immediately stop work. If Buyer gives such notice, all of part of Seller Group, as determined by Buyer, will immediately stop work, expeditiously resolve the safety concern and provide regular updates to Buyer regarding its progress. All or part of Seller Group, as determined by Buyer, cannot resume work until Seller receives written notice from Buyer that, in Buyer's sole judgment, the safety concern is resolved. During the period of stopped work, Buyer will have no liability whatsoever to any member of Seller Group under the Contract or otherwise and Seller will reimburse Buyer for any costs associated with the work stoppage.

(g) The Environment and Disposal of Hazardous Materials. All members of Seller Group must comply with all applicable environmental laws and follow the instructions of Buyer's Environmental Manager and designee concerning compliance with environmental laws and policies. Seller must notify Buyer in advance of, and provide Safety Data Sheets for, any hazardous or regulated materials that any member of Seller Group brings onto Buyer's site, including any such materials that are incorporated in or part of any goods purchased by Buyer. No member of Seller Group is permitted to dispose of any hazardous or regulated material, or any materials that are suspected of being contaminated by chemicals or by hazardous or regulated materials, from a Buyer facility without obtaining written clearance in advance from Buyer's environmental manager or designee and ensuring that the disposal complies with applicable laws and that all necessary regulatory filings and are properly completed. Seller will and will cause the applicable member of Seller Group to, promptly provide any information requested by Buyer related to the creation or disposal of any hazardous or regulated material that was generated at or obtained from a Buyer site.

(h) Data Protection and Security. If the applicable Goods or Services collect, retain or store Guardian Data, the provisions set forth in Attachment C to these Terms also apply.

4.2 Performing the Work:

(a) Quality. All Work that Seller Group performs, and the materials furnished will be of the highest quality and conform to best practices in the relevant industry. Unless the Specifications expressly require otherwise, all materials and equipment will be new and of the latest design. The Work will comply with the applicable building codes of the federal, municipal, state, provincial or other unit of government having jurisdiction where the Work is performed and all other applicable laws.

(b) Timeliness; Acceleration of Work.

(i) Timeliness. Seller will deliver the Goods and complete the Services expeditiously per the schedule included in the Commercial Agreement or one or more of the Purchase Order, Specifications or SOW (the "Work Schedule"). If Buyer requests, Seller will prepare and submit within 5 days after Guardian's request a definitive progress schedule consistent with the Work Schedule. Any extensions of the Work Schedule must be agreed to in writing by the Parties. Seller will, at its expense, do what is necessary to comply with the Work Schedule, including working overtime, weekends, or holidays or providing additional workers if necessary. If Seller believes that completion of the Work will or may be delayed, Seller will promptly notify Buyer's Representative about the delay and the reasons for it immediately upon discovery of the delay or threat of delay. In addition to other remedies that Buyer may have, Seller will pay for, or reimburse Buyer for, at Buyer's option, expedited freight for Work that is delivered late unless the delay is caused solely by Buyer or Force Majeure. The Contract may include cost offsets for late delivery. If the Contract includes a liquidated damages provision, (A) the Parties acknowledge and agree that it is difficult or impossible to determine with precision the amount of damages that would or might be incurred by Buyer as a result of Seller's failure to adhere to the Work Schedule, and (B) it is understood and agreed by the Parties that: (I) Buyer will suffer damages by Seller's failure to meet its obligations; (II) any amounts payable under the liquidated damages provision are in the nature of liquidated damages and not a penalty; and (III) such amounts represent a reasonable estimate of the damages that Buyer would likely sustain on account of Seller's failure.

(ii) Acceleration of Work. With respect to Work that is performed at a Buyer location, if, in Buyer's judgment, it becomes necessary to accelerate the Work or a portion of the Work, Seller, when ordered, will reallocate resources to such other point or points requiring such accelerated Work. If Buyer desires the Work to be performed on a shorter overall timeline than is set forth in the Work Schedule, Seller will, without affecting the rights of Buyer under the Contract, upon receipt of a written order from Buyer's Representative specifically setting forth a request pursuant to this Section 4.2(b)(ii), do what is necessary to perform the Work in a shorter timeline. Only the additional working costs attributable to the shortened timeline approved each day by Buyer or its designee, will be paid by Buyer to Seller, and no overhead, profits, costs, commissions, claims for inefficiencies or otherwise, or other costs or claims shall be charged or due with respect to use of overtime work or the acceleration of performance. This provision will not apply to acceleration of performance made necessary by default of Seller or a member of Seller Group, the cost of which shall be borne solely by Seller. Each member of Seller Group is also bound by this Section 4.2(b)(ii).

(c) Complying with Laws; Obtaining Permits. (i) The Work and any goods supplied in connection with the Work must comply with all applicable federal, state, and local laws, rules, and regulations (including but not limited to those related to safety and the environment) where the Goods will be located, and the Services performed. The Work must be free of ozone depleting materials and asbestos. If Seller believes that any deviation from the Specifications or SOW is necessary to meet legal or regulatory requirements, it will notify Buyer in writing and obtain Buyer's instructions before acting. Unless the Contract expressly states otherwise, Seller will obtain all necessary permits. (ii) Each member of Seller Group will at all times comply fully with all applicable laws and regulations in its performance of the Contract, including but not limited to safety and the environment, and shall neither take nor refrain from taking any action impermissible, penalized, and/or that could result in liability for either Buyer or Seller under applicable law, including the U.S. Foreign Corrupt Practices Act, the OECD Anti-Bribery Convention or any other applicable anti-bribery law or treaty, or those regulations maintained by the U.S. Treasury Department's Office of Foreign Assets Control (31 C.F.R. Chapter V) ("OFAC") or the U.S. Commerce Department's Bureau of Industry and Security (15 C.F.R. Parts 730 et. Seq.). Seller's breach, or the breach by a member of Seller's Group, of the preceding sentence constitutes cause for immediate termination of the Contract and any or all Purchase Orders. (iii) Upon request, Seller must provide to Buyer a set of shipping documents and information including but not limited to the Country of Origin (COO) certificates and the appropriate export classification codes including, if applicable, the Export Control Classification Number (ECCN)

and the Harmonized Tariff Codes of each and every one of the Goods (including Goods that may be provided as part of Services performed) supplied pursuant to an Order, including in sufficient detail to satisfy applicable trade preferential or customs agreements, if any. Upon request, Seller agrees to trace and certify, or, if Seller does not manufacture the Goods, to require the manufacturer of the Goods to trace and certify, the country of origin of products purchased by Seller and to promptly provide Buyer with such documents and certificates. In all cases where Seller is acting as the exporter, Seller must also provide the COO and export classification information to Buyer via the packing list and the customs invoice, and Seller is responsible for obtaining any required licenses or other approvals from the applicable customs authorities. (iv) Seller agrees to trace and certify, or, if Seller does not manufacture the Goods, to require the manufacturer of the Goods to trace and certify, the country of origin of minerals used in all materials used by Seller or the manufacturer in the Goods or parts of Goods or in the manufacture of the Goods or parts of Goods and to promptly provide Buyer with such documents and certifications as requested by Buyer pursuant to Section 1502 of the Dodd-Frank Act relating to Conflict Minerals. (v) Seller shall not purchase materials from any country sanctioned by OFAC. Please consult <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx> for the latest list. Seller will also communicate and hold all tiers of its supply chain to these same standards. (vi) Seller certifies that its business and supply chain is maintained in a lawful and socially responsible way including, among other things, that neither human trafficking nor slavery or forced labor takes place in any part of Seller's business, and that Seller does not use slavery or forced labor in any of its forms, including human trafficking. (vii) During the term of these Terms and for 5 years after, Buyer Group shall have the right, upon reasonable notice and during normal business hours, to audit and review Seller's records in relation to Seller's compliance with this paragraph. (viii) Where the Goods and/or Services procured by Buyer from Seller are in support of a U.S. Government end customer or an end customer funded in whole or part by the U.S. Government (or any state or municipal government that have any required additional terms), the additional terms, including FAR (Federal Acquisition Regulations), DFAR (Defense Federal Acquisition Regulations), C-TPAT (Customs-Trade Partnership Against Terrorism), EU AEO (Authorized Economic Operator) requirements shall apply to the Contract. Seller acknowledges and agrees that it will comply with such terms if applicable and covenants that it has not been declared ineligible to contract with the U.S. Government or an end customer funded in whole or part by the U.S. Government, any state government, or municipality.

(d) Complying with Specifications. The Specifications and SOW, as applicable, are intended to describe a finished piece of work. Text and drawings included in the Specifications or SOW are co-operative, and what is called for by either will be as binding as if called for by both. If Seller discovers an apparent error or inconsistency in the Specifications or SOW, Seller will promptly notify Buyer in writing and will not proceed with the Work in uncertainty. If Seller wishes to propose substitutes for any materials specified in the Specifications or SOW, Seller must submit the proposal to Buyer in ample time to prevent delays; no substitutions are permitted without Buyer's written consent. If Seller believes that any deviation from the Specifications or SOW is necessary to meet legal requirements, Seller will notify Buyer in writing and obtain its instructions before acting (except where immediate action is needed to prevent injuries or environmental contamination).

(e) Know the Workplace; Leave it as Seller Found it. Seller represents to Buyer that Seller is thoroughly familiar with the conditions under which the Work is to be done, and that Seller has informed itself of the nature and extent of the Work and has made all studies necessary to quote the project and to perform the Work on schedule and for the agreed-upon price, including, without limitation, fully determining the costs and availability of workers, equipment, materials, subcontractors and other elements or resources necessary to perform the Work. No claim for either additional compensation or extension of time due to alleged changed, concealed or unknown conditions will be allowed or recognized by Buyer. If Seller needs plans or other documents from Buyer, Seller must request them in time to maintain the Work Schedule. Seller will leave the areas around the Work as it found them.

(f) Working with Other Contractors. Seller will, and will cause Seller Group to, conduct the Work so as not to interfere with Buyer's general operations or with other contractors that may be at the Buyer location. Buyer or its designee will coordinate the activities of its own employees and each contractor it hires at the location. Seller will, and will cause Seller Group to, participate with Buyer and other contractors by review and coordinating construction schedules (including storage of materials and equipment). If part of the Work depends on proper execution by Buyer or another contractor, Seller will, prior to proceeding with the Work, report to Buyer any discrepancies, defects or delays that would make it impossible for Seller to complete the Work or which may result in a change in the Work Schedule.

(g) Employees and Subcontractors; Immigration and Labor Requirements. Seller will employ only qualified personnel in the performance of the Work. Except where the Contract provides otherwise, Seller will select its own subcontractors. Notwithstanding anything to the contrary in the Contract, Buyer reserves the right to approve or reject subcontractors selected by Seller. Seller is fully responsible to Buyer and to third parties for the actions and

omissions of all members of Seller Group, all of which will be deemed the actions and omissions of Seller, and Seller will indemnify and hold Buyer harmless from all consequences of their actions and omissions. Seller must follow and must cause all members of Seller Group to follow, Buyer's personal conduct policies, including but not limited to Buyer's safety policies and procedures, Buyer's Policy Against Harassment and prohibitions against weapons, alcohol and drugs on Buyer's premises and while dealing with Buyer employees or agents. At Buyer's request, Seller will promptly replace on the site any employee or subcontractor who fails to follow Buyer's policies or procedures. If any member of Seller Group uses employees and contractors for the Work that are not citizens of the country of Buyer's plant where the Work is performed, Seller represents and covenants that all applicable immigration and labor requirements are met for members of Seller Group, and that its contractors are appropriately licensed to provide the relevant services.

(h) Drawings, Documentation & Packaging.

(i) Drawings. If the Contract requires drawings, then: (i) Seller will submit drawings or sets of prints in an orderly fashion per the guidelines of the Contract for review by Buyer's Representative when required by the Work Schedule and in a format acceptable to Buyer. If Buyer returns any prints without approval, Seller will make the requested revisions and will promptly resubmit the corrected prints; (ii) Seller will provide certified copies of each approved print or as specified in the Contract before starting the work described on the approved print.

(ii) Documentation.

(1) Seller will provide, upon completion of the Work or as otherwise provided in the Contract, complete documentation necessary for the operation, maintenance and repair of the Work, and any additional documentation required by the Contract, in the English language and in the format requested by Buyer, which documentation may include, but is not limited to, as-built drawings, plans, construction lay out drawings, working drawings, sketches and specifications (the "Documentation"). The Documentation will also include all documentation necessary for the operation, maintenance, repair, and replacement of all components that Seller obtains from third parties.

(2) With respect to equipment purchases, unless the Contract requires otherwise, at the end of equipment design Seller will provide to Buyer a list of spare part components for the equipment which will include the following: the part description, spare part no., the manufacturer's part no., manufacturer name, lead time, the list price, the pack quantity, and Buyer's price. As soon as possible, but no later than the beginning of equipment commissioning, Seller will provide a list of the spare parts that are critical for the equipment to operate per the Specification (the "Critical Spare Parts").

(iii) Seller will comply with all packaging instructions in the Purchase Order or issued separately by Buyer and that are required by law. In any event, Seller will: (a) mark each package with quantity, applicable Buyer part number (if any), date of manufacture and/or expiration and any tracking information; (b) include in each package a packing slip showing Seller, quantity, applicable Buyer part number (if any), description of contents, purchase order number, shipper number and whether the shipment is complete or partial; and (c) consecutively number multiple packages comprising a single shipment. Seller will ensure that all documentation, labelling and other written materials are in the English language, legible and complete.

(i) Changes. Buyer may request changes in the Work, but Seller should only act on changes that are requested in writing from Buyer's Representative and signed by Buyer and Seller's authorized representative. If any change that Buyer requests requires a change in the price of the Work or the Work Schedule, Seller must provide a written quotation showing the price and effect on the schedule of all changes. Unless the quotation is accepted in writing by Buyer's Representative, no change in the price or the schedule will be permitted. If a change Buyer requests reduces the cost or time required for the Work, Seller will promptly make an equitable adjustment in the price or the delivery schedule. If Seller plans to make any change in the manufacturing or packaging process, Seller will promptly notify Buyer before making such change.

(j) Tools and Materials. If any designs, sketches, drawings, blueprints, patterns, dies, molds, masks, models, tools, gauges, equipment, or special appliances are made or procured by Seller especially for producing the equipment or performing the Services and Buyer pays for such items, then they will become Guardian's property immediately upon manufacture or procurement and Seller will maintain a current inventory of those items.

(k) Identification of Goods. Seller will, immediately upon Buyer's request, segregate all materials, work in process and completed parts of the Goods, mark all the property that has been paid for through progress

payments or otherwise as the property of Buyer, and execute any confirmation or other documents that Buyer may request to protect Buyer's interest in the property whether such property is at Seller's site or an off-site location.

(l) Product Support; Spare Parts; Critical Spare Parts.

(i) Seller will make product support for the Goods, including subassemblies, spare parts, and service, available to Guardian during the operational life of the Goods or ten (10) years after the acceptance date, whichever is later. If Seller stops selling the Goods, subassemblies, or spare parts, or service, and does not provide for another qualified source, Seller will make available to Buyer all drawings, specifications, and know-how which will enable Buyer to service, and to make, have made or procure the items (including components obtained from third parties) and service under a royalty-free license that is hereby granted. The Parties agreement regarding where Critical Spare Parts will be kept and the payment terms for such Critical Spare Parts, if any, will be specified in the Contract.

(ii) If during the Warranty Period, Seller makes any upgrades or improvements to the design or functionality of the Goods, Seller will notify Buyer of such upgrades or improvements and Buyer has the option to have such upgrades or improvements made to the Goods free of charge.

(m) Grant of Security Interest and Bank Guarantees. With respect to work performed in the United States, Seller grants Buyer a security interest in any of the Work that has not been delivered, to the extent of any payments that Buyer has made, and Seller authorizes Buyer to sign and file a financing statement perfecting that security interest and to send any notification required to perfect a purchase money security interest. In addition, the Contract may require that Seller provide a bank guaranty in a form satisfactory to Guardian in relation to (a) any advance payment for the Work (Advance Payment Guarantee) and/or (b) the Work that has been performed and accepted, which guarantee will be valid for the warranty period (Performance Bond).

(n) Software. To the extent the Work includes the sale, delivery, modification, or creation of any computer software proprietary to the Seller or any third-party subcontractor or sub-supplier of the Seller (the "Software"):

(i) Seller hereby grants to Buyer an irrevocable, nonexclusive, worldwide, fully paid up, royalty-free license to use, execute, maintain, reproduce, modify, display, and perform copies of the Software in connection with the portion of the Work and/or Goods containing the Software. Notwithstanding anything to the contrary in the Contract, the license set forth in this section will remain in effect perpetually for the full useful life of the portion of the Work containing the Software.

(ii) If applicable, Buyer may copy the Software as necessary to efficiently utilize the same. Without limiting the generality of the previous sentence, such rights include the same copying rights as are granted to "owners of copies" under federal copyright laws of the United States (irrespective of whether such copyright laws would otherwise govern), plus copying: (A) for backup, archive or emergency restart purposes; (B) for disaster recovery and disaster recovery testing purposes; (C) to migrate the Software for use on other computers and/or hardware (but not to other units of Goods); and (D) to store the Software at any off-site location that Buyer uses for storage purposes. Buyer may also permit third-party access to, or use of, the Software to allow such third parties to assist in the activities described in this Section 4.2(n), if Guardian makes efforts reasonable under the circumstances to prevent such third parties from using and/or disclosing such Software for purposes other than the fulfillment of their obligations to Buyer.

(iii) Except as expressly permitted by the Contract, Buyer agrees that it will not: (A) lease, loan, resell, sublicense, or otherwise distribute the Software to parties who are not Affiliates of Guardian; (B) reverse engineer, disassemble, or decompile the Software; or (C) remove any identification or notices contained on the Software.

(iv) Seller will pass through to Buyer the applicable licenses for any third-party software provided with the Goods or Services. Seller will provide to Buyer all applicable terms and conditions of such software licenses and will assist and cooperate with Buyer in negotiating any modifications to such licenses that Buyer may require.

(v) Any license for the Software arising out of the Contract are freely assignable, at Buyer's discretion, to any bona fide purchaser for value of the Work containing the Software. In addition, nothing in these Terms or any other document comprising the Contract will prevent Buyer from permitting third party contractors' access to, or use of, the Software to the extent necessary for the operation, repair, maintenance, or modification of the Goods.

(vi) With respect to the Software, the Seller warrants that: (A) if such Software is owned by a third party, the Seller has obtained all rights and licenses necessary to provide Buyer the right to use the Software with the Goods as intended, including the right for Buyer to transfer the Software without fees or consents, as part of a sale of the Goods or of the affected facility; and (B) the Software does not and will not contain any lock, clock, timer, counter, copy protection feature, replication device or defect (“virus” or “worm” as such terms are commonly used in the computer industry), CPU serial number reference, or other device that might: (i) lock, disable or erase the Software; (ii) prevent Buyer from fully using the Software for its intended functions per the Contract; or (iii) require action or intervention by the Seller or any other person or entity to allow Buyer to use the Software. In no event will the Seller insert, activate, or operate, nor attempt to insert, activate, or operate, any such device.

(vii) The term “Software” is deemed to include subsequent changes, corrections, releases, improvements, general enhancements, updates, upgrades, patches, and/or bug fixes made to such Software, which Seller agrees to promptly provide at no additional cost.

4.3 Indemnity; Risk of Loss; Insurance; Injury and Damage. Seller has general authority for execution of the Work within the terms of the Contract and Seller is fully responsible for the Work and the actions of the Seller Group.

(a) Indemnity. Seller will indemnify Guardian, Buyer and their subsidiaries and Affiliates, and each of their respective directors, officers, agents and employees (collectively, the “Indemnitees”) and hold them harmless against any claim, damage, liability, cost, and other loss of any kind (including reasonable fees and expenses of attorneys) (“Losses”) arising from, related to or in connection with: (i) the actions or omissions of Seller Group; (ii) personal injury or damage to property caused by Seller Group in connection with, arising from or related to the Work, including, without limitation, damage to the environment; or (iii) failure of Seller or Seller Group to comply with law, including, without limitation, environmental laws, immigration laws, labor requirements, social security laws, minimum wage laws and false self-employment and/or disguised employee leasing. Seller’s obligations set forth in this Section 4.3(a) will survive the expiration or termination of this Contract. Guardian will have the right to control the defence of any claim made against Guardian.

(b) Risk of Loss. Notwithstanding the Incoterm (2020) selected by the Parties, risk of loss of or damage to the Goods passes to Buyer (i) when the Goods are completely unloaded at Buyer’s facility if Buyer will install the Goods or (ii) upon completion of installation at Buyer’s facility if Seller Group will install the Goods. If Buyer requests that goods be segregated under Section 4.2(k) above, risk of loss will pass when it makes the request.

(c) Insurance for the Goods. Seller will keep the Goods insured against loss or damage with an insurer reasonably acceptable to Buyer until the risk of loss of the Goods has passed to Buyer, in an amount equal to the total price under the Contract.

(d) Seller’s Insurance. Unless the Contract specifically provides otherwise, Seller will provide the insurance coverage for Seller and members of Seller Group involved in the Work or in supporting the Work as listed in Attachment A.

5. Inspection, Acceptance, Price and Payment.

5.1 Inspection and Delivery.

(a) Inspection. Buyer and its representatives may inspect the Work while it is in progress, including while the Goods are being fabricated at Seller’s facilities, upon request during normal business hours. Such inspection does not preclude Buyer from making claims regarding the Work. Buyer will inspect the Goods for apparent defects within a reasonable time after delivery.

(b) Delivery. Notwithstanding the Incoterm (2020) selected by the Parties, the Goods will be considered to have been delivered when all Goods have been uncrated in Buyer’s facility and have been preliminarily checked by Buyer for damage in transit or unloading and for apparent defects.

5.2 Acceptance. Buyer will accept the Work, or a portion of the Work, when all of Seller’s obligations under the Contract with respect to the applicable Work or a portion of the Work are fully completed in accordance with the terms of the Contract, in Buyer’s reasonable judgment. If the Contract requires completion of one or more acceptance tests before Buyer accepts the Work or the applicable portion of the Work, then in addition to Seller’s other obligations

under the Contract, Seller's obligations will not be complete until such tests are successfully completed in Buyer's reasonable judgment. Buyer's acceptance will be given explicitly and in writing by Buyer's Representative, and no other communication or action will constitute acceptance. Taking possession of or using the Goods or Work or cancelling or postponing any acceptance test does not constitute acceptance of the Goods or Services. Unless the Contract expressly states otherwise, Seller may not invoice Buyer, for all or a portion of the Work (as applicable), until Buyer accepts the Work as specified in this Section 5.2.

5.3 Non-Compliant Work. Seller will, promptly upon Buyer's request and at Buyer's sole option, remove, modify, and/or replace at Seller's expense any Work or part of the Work that does not comply with the Contract.

5.4 Purchase Price; Payment; Withholding Payment and Taxes.

(a) The Purchase Price will be paid in the denomination specified in the Purchase Order and is the full consideration for all of Seller's obligations, and includes all fees and expenses of engineers, consultants and anyone that Seller engages or is in the Seller Group, as well as all materials, supplies and work, including preparation, execution, and follow-up. The payment terms are as specified in the Contract, but if no payment terms are stated, the payment terms are net 60 from the date of invoice or such shorter period as required by applicable law.

(b) By submitting an invoice or other payment request, Seller represents that: (i) the Work has progressed to the status set forth in the Contract for such payment; (ii) the quality of the Work, whether performed by Seller or a member of Seller Group, is in accordance with the requirements of the Contract; and (iii) title to all Work, materials and Goods listed in or covered by the payment request will pass to Guardian upon receipt of payment, free and clear of all liens, claims, security interests, encumbrances or rights of others, including, without limitation subcontractors.

(c) Buyer may withhold or delay all or part of any payment to Seller, or request reimbursement from Seller, or utilize bank guarantees, insurance guarantees or security deposits (if and as applicable) to the extent necessary to protect itself from a loss on account of: (i) defective portions of the Work not timely remedied; (ii) failure of Seller to make proper payments to its subcontractors; or (iii) damage to work of another party caused by Seller or a member of Seller Group.

(d) Unless the Contract expressly states otherwise, and Buyer provides applicable documentation for any available exemptions from the imposition of taxes, the price(s) shown on the Purchase Order or Commercial Agreement includes all applicable transaction taxes of any kind, including but not limited to sales and use taxes and VAT. Each Party is responsible for the payment of its own income taxes. Payments to Seller, however, may be reduced by income tax withholding where applicable and Seller is responsible for providing Buyer with any required documentation that may reduce the amount of income tax withheld.

5.5 Liens. Unless prohibited by applicable law, Buyer has the right, before making any payment due under the Contract, to require Seller or any member of Seller Group to execute and deliver a waiver of any supplier's, materialman's, mechanic's, contractor's, or similar lien rights and to obtain and deliver a full waiver of such lien rights from each subcontractor and/or materialman supplying work or materials for the Work up to the date of payment. Unless prohibited by applicable law, if a lien is filed Seller will, within 15 days, statutorily bond the lien off the record, and indemnify Buyer for all Losses from the lien.

6. Warranty and Intellectual Property.

6.1 Seller's Warranty and Repairs. Seller warrants to Buyer that the Work: (a) conforms precisely to the Purchase Order, Specification and SOW, including both physical and performance specifications; (b) is free from defects of material or workmanship; (c) conforms to all applicable laws, regulations and other governmental requirements, (d) is fit for the purposes disclosed in writing to Seller in the Contract; and (e) meets all specific warranties included in the Contract (collectively, the "Warranty"). The warranty period begins at acceptance as set forth in Section 5.2 and lasts for three years unless a longer period is provided in the Contract (the "Warranty Period"). Seller understands that downtime is critical to Buyer's business, and Seller agrees to re-do (and, if needed, repair or replace) all or any affected part of the Work promptly if there is a breach of Warranty. In addition to any other rights that Buyer may have, if Buyer makes a warranty claim in writing and Seller fails to (i) make an initial response to such claim in 24 hours or (ii) make substantial progress to remedy the claim within 5 days, then Buyer has the right to have the Work re-done (and, if needed, repaired or replaced), and Seller will reimburse Buyer for the cost (including the cost of Buyer personnel).

6.2 Assigning Warranties. Seller will be deemed to have assigned to Buyer the manufacturer's and supplier's warranties on any goods that Seller purchases and includes in the Work unless a written assignment is required by law, in which case Seller will provide such assignment to Buyer promptly upon Buyer's acceptance of the Work. These assignments do not limit or reduce Seller's warranty under Section 6.1.

6.3 Intellectual and Industrial Property.

(a) Non-Infringement. Seller represents, warrants and agrees that the Services, Goods (including all components of the Services and Goods) and any other materials (including any designs, drawings, and Documentation) provided under the Contract do not and will not violate or infringe any United States or foreign patent, trademark, copyright, trade secret, trade name or other intellectual or proprietary right, except to the extent that the infringement necessarily arises from the Specifications that Buyer provided to Seller. Seller further warrants that it possesses, and agrees that until transfer to Buyer it will at all times possess, good and marketable title to the Work, free and clear of any liens or other encumbrances (other than the security interest granted by the Seller to Buyer).

(b) Intellectual Property Rights. If the basic design of a Good is a Buyer proprietary design then: (i) Buyer is, and remains, the owner of all right, title and interest in any and all intellectual property and any improvements, refinements and modifications to the Goods related to the Work, including without limitation the Specifications and SOW; and (ii) Seller hereby assigns to Buyer any right, title or interest it may have or obtain in any such intellectual property or any improvements, refinements or modifications to the Goods. If, however, the basic design used in the Work is a proprietary design of Seller ("Seller IP"), Seller retains all intellectual property rights in such Seller IP upon delivery of the Goods to Buyer and provides to Buyer, as part of the Purchase Price, an irrevocable, perpetual, nonexclusive, worldwide, fully paid up, royalty-free license to use such Seller IP in connection with the Goods to the extent such Seller IP is required to use, maintain, repair and have repaired, to reconstruct and have reconstructed the Goods purchased by Buyer; provided, however, that Buyer will be the sole owner of any improvements, refinements or modifications to the Goods that are developed by Seller for the Goods and paid for by Buyer as part of the Purchase Price.

(c) Work for Hire. Unless the Contract expressly provides otherwise, any plans, drawings, software, reports or other intellectual property that Seller creates especially for the Work, or creates jointly with Buyer for the Work are works for hire and will be Buyer's property, and Seller hereby assigns to Buyer, upon creation and without any further action on the part of Seller or Buyer, any applicable copyrights, patents and other intellectual property rights. Seller is prohibited from using Buyer Information (defined below) and its derivatives and Buyer IP (defined below) and its derivatives for any purpose other than completing the Work under the Contract. Seller will execute or cause to be executed all necessary documents and perform such acts as may be necessary, useful or convenient to secure or enforce for Guardian any legal right, title and interest, including patent and trademark protection. To the extent not owned by Buyer, Seller grants to Buyer a non-exclusive, irrevocable, perpetual, worldwide, fully paid-up, royalty-free license to Buyer to use and reproduce, the drawings, schematics, operations manuals, maintenance manuals, spare parts lists and the like for use in its and Guardian's business. For the avoidance of doubt, Seller agrees that all Creative Works that are Buyer IP that constitute "works of authorship" (as defined in 17 USC §102 U.S. Copyright Act) are expressly agreed to be "works made for hire" under and as defined in 17 USC §101, and that Buyer is the author and owner of such Creative Works under 17 USC §201(b). Seller agrees to waive, and does hereby irrevocably waive, in favor of Buyer all moral rights that Seller would own in all Creative Works. "Creative Works" means all computer programs and documentation, designs, drawings, artistic and graphical works, reports, data, information, other works of authorship and inventions first made by Seller, or its suppliers or subcontractors, during performance of Work for Buyer that is Buyer IP. "Buyer IP" means all intellectual property, information or materials owned by Buyer or provided to Seller by Buyer or derivative of any of such intellectual property, information or materials.

(d) Notice. Seller will apply a proprietary rights notice in the following form, or such other notices as Buyer may reasonably direct from time to time, to Buyer IP and copies of Buyer IP: "Copyright © [Insert Year] [legal name of applicable Buyer]. All rights reserved." Notwithstanding anything to the contrary, including Section 2.3, if the proprietary rights notice appearing on any documents or drawings supplied by Seller is inconsistent with these Terms or any terms contained in another document that is part of the Contract, these Terms will supersede the notice on such drawings and will control.

(e) Indemnity. Seller will defend, indemnify and hold harmless Buyer and its Indemnitees against any Losses arising out of any claim that the Work, Buyer's use of the Work or Buyer's sale of products manufactured using the Work infringes any patent, copyright, trademark or other intellectual or industrial property right. This indemnity will survive the acceptance of and payment for the Work, the expiration of the Warranty covering the Work, and any

expiration or termination of the Contract. If use of the Work or any part of the Work is enjoined, then Seller will at its own expense and at its option, but in addition to any other remedy to which Buyer may be entitled, do the following: (i) obtain for Buyer the right to use the Work and to sell products manufactured using the Work; (ii) modify the Work so that it becomes non-infringing and meets the Specification; or (iii) procure and deliver to Buyer alternate Work that meets the requirements of the Contract so that Buyer has the right to use and to sell products made with alternate Work, on the condition that the provisions of this Section 6.3 will continue to apply to the alternate Work.

7. Term, Default, and Remedies.

7.1 Term. These Terms are effective on the Effective Date and, unless earlier terminated as specifically set forth in these Terms, will continue in effect until terminated by a Party upon at least 30 days' prior written notice to the other Party (the "Term"). The foregoing notwithstanding, any termination of these Terms or a Contract by Seller will have no effect on any then-ongoing Work unless otherwise instructed by Buyer in writing. Buyer may terminate a Contract, or any Work covered by a Contract, as set forth in Section 7.4.

7.2 Default. TIMELINESS IN GOODS PROCUREMENT AND SERVICE DELIVERY IS ESSENTIAL TO BUYER'S BUSINESS AND TIME IS OF THE ESSENCE UNDER THE CONTRACT. Seller will be in default under the Contract if Seller: (a) fails to make progress on the Work or to deliver the Work as required by the schedule in the Contract; or (b) files for bankruptcy or insolvency, admits in writing Seller's inability to pay its debts as they fall due, makes an assignment for or to the benefit of creditors, or consents to the appointment of a receiver; or (c) has an involuntary bankruptcy petition filed against Seller or a receiver appointed for Seller or Seller's property, and such filing or petition is not vacated within 60 days; or (d) stops or announces Seller's intention to stop conducting business as a going concern or doing work of the same kind as the Work, or Seller abandons the Work; or (e) breaches a provision of the Contract and the breach is not cured within 10 days after Seller receives written notice of the breach, if such breach is capable of being cured. The foregoing notwithstanding, there is no cure period for breaches involving safety or the environment.

7.3 Consequences of Default. If Seller is in default as provided above, Buyer may, in its sole discretion and in addition to any other remedies to which it may be entitled, do one or both of the following: (a) terminate the Contract or the applicable Work, or any or all of them, and take possession of the Work and materials that may have been purchased for the Work, and pay to Seller the amount (if any) equal to the lesser of (i) the fair value of the Work performed and (ii) the Purchase Price, less all costs incurred on account of the default (including without limitation costs for internal personnel and reasonable overhead) of completing the Work per the Work Schedule – in either case less all sums paid under the Contract, and to recover any sums paid in excess of that amount; and (b) recover damages for breach of contract and default. Seller will also promptly deliver the Documentation to Buyer.

7.4 Termination by Guardian for Convenience. Buyer may terminate a Contract or any Work under a Contract for any reason by delivering written notice to Seller at least 5 days before the effective date of termination. After receiving notice, Seller will terminate the applicable Work as follows: (i) terminate all orders and subcontracts chargeable to the Work that may be terminated without cost, (ii) terminate and settle, subject to Buyer's approval, other orders and subcontracts that were entered into solely in connection with the Work where the cost of settlement will be less than costs incurred if the work is completed, (iii) transfer to Buyer, per Buyer's instructions only, all materials, supplies, work in process, facilities, equipment, machinery or tools Seller has acquired in connection with the Work and for which Seller has been paid, and (iv) transfer to Buyer all Documentation and information related to the Work in the format requested by Buyer. Upon termination and Seller's compliance with the above requirements, to the extent that Buyer has not already paid for such items, Buyer will reimburse Seller for: (i) the portion of the Work Seller has completed, plus (ii) the cost of the material already delivered to Buyer's site, plus (iii) the cost of bona fide, irrevocable orders that Seller has placed specifically for the Work before termination, which costs will be paid after the materials are delivered to Buyer's site or such other site specified by Buyer. Seller must submit its reimbursement request to Buyer in writing, with a reasonably detailed explanation of amounts requested to be reimbursed, and Buyer's approval of such request, which will not be unreasonably withheld, conditioned, or delayed, is required before Buyer is obligated to reimburse Seller for such costs.

7.5 Termination by Seller. Seller may terminate a Contract if Buyer fails to pay Seller amounts that are due and owing to Seller under such Contract within 30 days after delivery of written notice to Buyer regarding such non-payment, except for amounts that are subject to a good faith dispute. Such termination will have no effect on other Contracts that Buyer may have with Seller or which other Buyers may have with Seller or other Sellers.

7.6 Transition Assistance. If requested by Buyer, Seller will provide reasonable assistance to Buyer, to affect the orderly transition of the Work to another provider. Such assistance will be provided on a time and materials basis. This section will survive the expiration or termination of these Terms or a Contract.

8. Other Matters.

8.1 Confidentiality. For purposes of these Terms, (a) “Buyer Information” means all Guardian Data and information that Seller or anyone in Seller Group, receives from Buyer or observes or obtains at a Buyer facility, including, but not limited to, information relating to: the Work, facilities, products, equipment, capabilities, intellectual property, financial information, needs, developments and plans of Buyer, its affiliates and their customers; (b) Seller will not, and will cause members of the Seller Group not to, disclose to any third party or to use for any purpose other than performing Work for Buyer and its affiliates, any Buyer Information, without Buyer’s written permission (except as may be required by law); (c) Seller will hold all Buyer Information in trust for Buyer’s sole use and benefit; and (d) clauses (b) and (c) will not apply to information that is publicly known other than through disclosure by or through any member of the Seller Group. If there is a current confidentiality agreement between the Parties, the provisions of this Section 8.1 will be read in harmony with such agreement.

8.2 Force Majeure. Any delay or failure by a Party to fulfil its obligations under a Contract will not be deemed a breach to the extent that the failure or delay is caused by Force Majeure. “Force Majeure” means acts of God, general unavailability of electric power or other utilities, fire, flood, earthquake, tornado, explosions, riot, war, strikes or lockouts at third parties or government actions issued in an emergency, including those that prevent Buyer from exercising control over its facility, and any similar circumstance beyond the reasonable control of a Party and without such Party’s fault or negligence. In no event, however, will Seller’s inability to perform as a result of any of the following constitute Force Majeure: (i) Seller’s insolvency or financial condition; (ii) change in cost or availability of raw materials or components based on market conditions; (iii) change in cost or availability of a method of transportation; (iv) changes in, or implementation of new, government regulations, taxes or incentives; (v) failure to obtain permits, licenses or other government approvals; (vi) failure to use available substitute services, alternate sources, work-around plans or other means by which the requirements of a buyer of products or services substantively similar to the Goods and/or Services would be satisfied; or (vii) labor disruptions, strikes, lockouts and slowdowns affecting a Seller’s facility. As soon as possible following the occurrence of an event causing the Force Majeure the Party claiming the Force Majeure must provide notice to the other Party of the reasons for the Force Majeure, the anticipated duration of the delay and the time in which the delay will be cured. During a delay or the failure to perform by Seller, Buyer may, at its option (A) purchase Goods and Services from other sources and reduce its schedules or commitment to Seller by such quantities, without liability; (B) cause Seller to provide the Goods or Services from other sources in quantities and at times required by Buyer at the price set forth in the Purchase Order or Commercial Agreement; or (C) request Seller to deliver to Buyer at Buyer’s expense all finished goods, work-in-process and parts and materials produced or acquired for work under the Purchase Order. Buyer is not obliged to pay costs that Seller may incur because of a Force Majeure occurrence. If the Party claiming Force Majeure cannot provide assurances that the delay will last less than thirty calendar days, or if the non-performance exceeds 30 calendar days, the other Party may terminate the Contract. If Buyer exercises this termination right, then Seller will promptly deliver to Buyer all Documentation materials, components and partially completed Work, and Buyer will, within 30 days of Seller’s completion of delivery, pay Seller per Section 7.4 of these Terms as if Buyer had terminated the Contract for convenience.

8.3 No Assignment. Seller may not assign these Terms nor a Contract or any of its rights or obligations under these Terms or a Contract, whether by operation of law or otherwise, without the express prior written consent of Buyer. These Terms and the Contract will be fully applicable to each Party’s legal successors and permitted assigns.

8.4 Entire Agreement; Amendment. A Contract, if entered into by the Parties, is the entire agreement between the Parties regarding its subject matter; it replaces any previously signed agreements and understandings, oral or written, between Guardian and Seller with respect to the Work. The foregoing notwithstanding, any current, unexpired confidentiality agreements, invention agreements, electronic data interchange agreements or other similar general agreements between the Parties remain in effect. The Contract can be amended only by an agreement in writing signed by authorized representatives of both Parties. No Buyer employee has the authority to modify the Contract without the written approval of an authorized official of Buyer.

8.5 Remedies and Rights. Buyer’s remedies provided for in the Contract are in all cases cumulative and not exclusive. If there is a breach, Buyer will be entitled to all rights and remedies provided in the Contract and under applicable law. No waiver of any breach of a Contract by either Party will be deemed a waiver of any preceding or

succeeding breach or of any other provision of the Contract. No extension of time for performance of any obligation or act by either Party will be deemed an extension of time for the performance of any other obligation or act.

8.6 Counterparts & Electronic Signatures. Any Contract between Buyer and Seller may be executed in separate counterparts, and all such counterparts will constitute one and the same instrument. Electronic and facsimile copies of an original executed signature pages (including, without limitation, copies of electronically transmitted in “.pdf”), whether of these Terms or a Contract, will be deemed the same as the original executed signature page. Electronically executed versions of a signature page through the DocuSign, Inc. electronic signing system or any similar service implemented by Buyer will also be deemed the same as an original executed signature page. At the request of either Party at any time, the Parties will promptly confirm all electronic or facsimile copies, and all electronically executed versions of any signature page by manually executing and delivering a duplicate original signature page.

8.7 Contract Interpretation. The Parties desire and intend that all the provisions of these Terms and the other documents comprising the Contract be enforceable to the fullest extent permitted by law. If any provisions of these Terms or the other documents comprising the Contract or the application of any of the provisions in any of those agreements to any person or circumstances is, to any extent, construed to be illegal, invalid or unenforceable, in whole or in part, then the provision will be construed in a manner to permit its enforceability under the applicable law to the fullest extent permitted by law. In any case, the remaining portion of these Terms and the other documents comprising the Contract or the application of any remaining terms to any person or circumstance, other than those which have been held illegal, invalid, or unenforceable, will remain in full force and effect. The headings in these Terms are purely for convenience and are not to be used as an aid in interpretation. These Terms and any Contract are not to be construed against either Party as the author or drafter.

8.8 Applicable Law and Jurisdiction.

(a) The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms or any Goods or Services sold under a Contract.

(b) With respect to a Seller that is (i) organized or incorporated in the United States (each a “U.S. Supplier”) or (ii) that is not a U.S. Supplier but with respect to which there is a claim that pertains solely to one or more of Buyer’s facilities that are located in the United States, the Agreement will be governed by, and construed and enforced under the laws of the State of Michigan without reference to any choice of law rules or principles which would otherwise dictate application of another state or country’s laws and the Parties select as the exclusive forum for any litigation related to the applicable Contract, and irrevocably consent to the exclusive jurisdiction and venue of, the courts of Oakland County, Michigan or the United States District Court for the Eastern District of Michigan.

(c) For any Supplier that is not a U.S. Supplier or that does not meet the criteria in Section 8.8(b)(ii), except as provided in Attachment B to these Terms, the Contract and these Terms will be governed by, and construed and enforced under the laws of the country where Supplier is registered and the Parties select as the exclusive forum for any litigation related to these Terms or a Contract, and irrevocably consent to the exclusive jurisdiction and venue of, the courts of the location where Supplier is registered.

8.9 Waiver of Jury Trial. **To the extent permitted by applicable law, each Party waives, to the fullest extent permitted by applicable law, any rights that it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with the Contract.** Each Party (a) certifies that no representative, agent, or attorney of the other Party has represented, expressly or otherwise, such Party would not, during litigation, seek to enforce the foregoing waiver, and (b) acknowledges the other Party has been induced to enter into the Contract by, among other things, the waiver and certification set forth in this Section 8.9.

8.10 Audit Rights. Seller will maintain records as necessary to support amounts charged to Buyer under the Contract for the greater of the time period set forth in Seller’s documentation retention policies or seven years. Buyer and its representatives may audit Seller’s records of transactions to the extent necessary to verify the quantities shipped and that the prices charged match the Purchase Price. Any audit will be conducted at Buyer’s expense (but will be reimbursed by Seller if the audit uncovers errors in the amounts charged), at reasonable times, and at Seller’s usual place of business.

8.11 Publicity and Use of Name and Marks. Unless Seller obtains Buyer’s written consent, it will not, (a) except as may be required by law or regulations, in any manner advertise or publish or release for publication any statement or information mentioning Guardian or Buyer, or the fact that it has furnished or contracted to furnish to Buyer

the items required by the Contract or quote the opinion of any employee of Guardian or Buyer, or (b) except as contemplated in the Contract to provide Goods or Services, use Guardian's name, logo, trademark or service marks.

8.12 Status as an Independent Contractor. In all matters relating to a Contract, Seller will be acting as an independent contractor using its own resources and equipment. Neither Seller nor any of the persons furnishing materials or performing Services under a Contract are employees of Buyer for any purpose. All communication to employees and subcontractors used by Seller Group will go through Seller's Representative and no member of Seller Group will be integrated into Buyer's work organization.

8.13 Notice. All notices, requests, demands, waivers, and other communications under a Contract must be in writing. Notices to Seller or any member of Seller Group must be sent to the Seller address listed in the Contract or Purchase Order to the attention of the person signing these Terms with a copy to the Seller's address provided electronically during Supplier on-boarding. Notices to Guardian or Buyer must be sent to Guardian's address listed on the Purchase Order and to Guardian Industries, 2300 Harmon Road, Auburn Hills, Michigan 48326, to the attention of Buyer's Representative and the General Counsel with a copy to the Buyer's address listed in the Contract or Purchase Order. All notices will be deemed to be given (a) on the second date after the date mailed, if sent via overnight mail by a nationally recognized courier (return receipt requested) or (b) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

8.14 Translations. These Terms may be written in English and another language in a side by side format. In that case, in case of discrepancy, the English version prevails.

[Signatures are on the following page]

By signing below, Seller acknowledges and accepts the Terms and Conditions for Purchase of Non-Production Goods (Including Equipment) or In-Plant Services.

SELLER

Seller Entity Legal Name

Signature: _____

Print Name: _____

Title: _____

Date: _____

Attachment A

INSURANCE COVERAGE EXHIBIT

1. **Insurance Coverage.** Seller will provide the following insurance coverage for Seller and any of Seller's employees, agents or subcontractors involved in the Work or in supporting the Work, which will be primary and non-contributory to any coverages purchased by Buyer or any of its affiliates that cover Buyer:

A. Workers Compensation

- i. For Work performed in the United States: to statutory limits in any State in which the Work is to be performed under the Contract;
- ii. For Work performed in any country other than the United States: to statutory limits as dictated in the applicable law.

B. Employer's Liability Insurance, Minimum of \$2,000,000 for bodily injury by accident or disease;

C. Commercial General Liability Insurance, with limits of not less than \$2,000,000 for each occurrence/combined single limit property damage, bodily injury and personal injury liability, including the following coverages:

- i. Premises and operations coverage;
- ii. Independent contractor's coverage;
- iii. Contractual liability;
- iv. Products and completed operations coverage (for 3 years after completion);
- v. Broad form property damage liability endorsement;
- vi. Personal injury liability (including contractual); and
- vii. Sudden and accidental pollution liability.

D. Comprehensive Automobile Liability Insurance, with limits of not less than \$2,000,000 for each occurrence/combined single limit property damage and bodily injury including contractual liability coverage and covering either:

- i. "any auto", or
- ii. "all owned autos," "hired autos," and/or "non-owned autos," as applicable; in which case Seller represents and warrants to Guardian that no automobiles or other vehicles not so covered will be used in the performance of the Services or otherwise in connection with activities under the Contract.

E. Professional Liability Insurance, if the Work might be ineligible for coverage under Seller's Commercial General Liability Policy by operation of a "professional services" (or comparable) exclusion or exemption, having coverage sufficiently broad to cover such potentially ineligible services with reasonable minimum limits per occurrence and in the aggregate, which coverage will continue in full force and effect for 3 years following completion, expiration or termination of the Contract.

F. Property Insurance, covering Seller's machinery and equipment, contractor's tools, or any other property at the worksite that is not intended to be part of the completed Work.

2. **Insurance Limits and Information.** The limits stated in Sections 1.B, 1.C, 1.D and 1.E above can be provided by a combination of primary and excess liability policies and will be at least \$2,000,000 per occurrence. Seller's insurance will cover claims or suits against Guardian or its affiliates for alleged failure to provide a "safe place to work" and equivalent claims relating to workplace hazards. Seller and its subcontractors will provide Guardian with a copy of such party's Workers Compensation Experience Rating Modification for the 3 years before the beginning of the Work.

3. **Additional Insured.** All insurance policies required by the Contract, with the exception of Workers' Compensation, Employers' Liability, and/or Professional Liability Coverage, as applicable, must designate "[the applicable Buyer] and its affiliates and subsidiaries" as an additional insured. Contractor agrees, and the applicable policies will provide coverage through the additional insured status for liability arising out of Contractor's performance under the Contract or activities relating to such performance.

4. Waiver of Subrogation. To the fullest extent permitted by applicable law; (A) Seller, on behalf of its insurers, waives any right of subrogation that such insurers may have against Guardian or Buyer arising out of the Contract; (B) the insurance specified in Section 1.A and Section 1.B will contain a waiver of the right of subrogation against Buyer and Guardian and, if applicable, an assignment of statutory lien; and (C) any physical damage insurance carried by Seller on equipment, tools, temporary structures and supplies owned or used by Seller will provide a waiver of the right of subrogation against Guardian or Buyer.

5. Policies. The obligation to carry insurance in conformance with the requirements of the Contract, including as set forth in this Insurance Coverage Exhibit, does not modify or limit in any way any other liabilities or obligations assumed by Seller under the Contract, and is independent of the indemnity obligations of the Contract. No cancellation, modification or change in any of Seller's insurance policies will affect Seller's obligation to maintain the insurance coverages required by the Contract. Seller will be held accountable for all insurance coverages including those of subcontractors. If and to the extent that the insurance coverage maintained by Seller is greater or broader in any respect than the description of the corresponding requirement set forth in this Insurance Coverage Exhibit, then such greater or broader coverage is automatically made a part of such description to the extent necessary to bring Seller's obligations under this Insurance Coverage Exhibit in conformity with the actual coverage in such respect. Neither Guardian nor Buyer has any duty to advise Seller if Seller's insurance is not in compliance with the Contract. Buyer's acceptance of any proof of insurance does not constitute acknowledgement of the adequacy of coverage and/or compliance with the requirements of the Contract, or an amendment to the Contract.

6. Certificates of Insurance. Contractor will promptly provide certificates of insurance addressed to Buyer evidencing the coverage required in this Insurance Coverage Exhibit. Buyer has the right, at its option, to (i) provide some or all the required coverage at Seller's expense (either by set off or direct charge), or (ii) suspend access to its facilities for Seller, its employees and subcontractors – without any reduction in Seller's obligations – unless and until the requested certificates have been provided. Seller will provide written notice to us 30 days in advance of any cancellation or non-renewal. Any such change, modification or cancellation does not affect Seller's obligation to maintain the insurance coverages in this Insurance Coverage Exhibit. In addition, furnishing the foregoing certificates of insurance will not relieve Seller from any liability or obligation for which Seller would otherwise be responsible under the Contract.

Attachment B

EXCEPTIONS TO APPLICABLE LAW AND JURISDICTION

PRECEDENCE OF TERMS. This Attachment B will apply if applicable to modify Section 8.8 of the Terms and Conditions for Purchase of Non-Production Goods (including Equipment) and shall take precedence over Section 8.8. All other terms not specifically modified below shall remain in full force and effect.

The following modifications will apply if the Seller is registered in China and will replace Section 8.8 of the General Terms and Conditions of Purchase for Goods and/or Services in that instance only, as follows:

General Terms and Conditions – Applicable Law and Jurisdiction – China

8.8 Applicable Law and Jurisdiction. The Contract will be governed by, and construed and enforced in accordance with, the laws of the People's Republic of China in accordance with the provisions of this section 8.8. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the Contract. Any dispute arising from or in connection with the Contract or these General Terms and Conditions which is not resolved within one month through negotiation shall be submitted to China International Economic and Trade Arbitration Commission (CIETAC) for arbitration in Beijing which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitration committee will consist of three arbitrators, one appointed by the Buyer, one appointed by the Seller and the third one being the chief arbitration appointed by CIETAC. The arbitration shall be conducted in both English and Chinese. The arbitration award is final and binding upon both parties.

Attachment C

DATA PROTECTION & SECURITY

(a) Guardian and Buyer are the owner of, and have the sole right to use, the Guardian Data and may use the Guardian Data in any way that either sees fit. Seller will not collect, use, disclose, share or store Guardian Data except to fulfill the applicable Contract. If requested, Seller will assist Buyer with extracting Guardian Data from the Goods or Services. Guardian Data will be available to Guardian in a machine-readable method and format acceptable to Guardian prior to leaving Guardian's on premises network. Guardian Data must be compatible with Guardian's industrial control system standards and requirements as communicated to Seller from time to time. All Guardian Data stored by Seller, whether on-site or off-site, must be readily accessible to and by Guardian. Seller will keep secure all Guardian Data that is in its possession or control and will maintain or caused to be maintained a reasonable information security system that complies with all applicable laws and is designed to reasonably ensure that security and confidentiality of all Guardian Data. Seller will promptly and without undue delay, notify Guardian of any security incident related to Personal Data. At Guardian's request, Seller will return to Guardian or delete all copies of Guardian Data or subsets thereof, at no cost to Guardian. Seller agrees not to sell or generate revenue from the Guardian Data obtained by Guardian. Guardian is the sole owner of all Guardian Data and, with the exception of the Personal Data with respect to which no license is granted, grants to Seller a limited, non-exclusive license to access and use the Guardian Data for sole purpose of executing the applicable Contract or related contracts between Guardian and Seller such as support or service contracts.

(b) Notwithstanding anything to the contrary in the Contract, (A) Seller will ensure that Personal Data are only available to their personnel who have a legitimate business need to access the Personal Data, who are bound by legally enforceable confidentiality obligations, who have received training on applicable data protection policies and procedures, and who only possess the Personal Data consistent with legal obligations and (B) Seller will not collect, use, disclose, share or store any Personal Data except to fulfil its obligations under the applicable Contract. Seller will not transfer or provide access to Personal Data internally or to sub-processors outside of the country where the data originates without first establishing a legal basis for such transfer and ensuring that the transfer meets the requirements of applicable law.

(c) Seller represents and warrants to Guardian and Buyer that all Personal Data that Seller provides in connection with these Terms or under a Contract is or has been provided voluntarily and Seller has received the employees' consent, where required, to share such Personal Data or information with Guardian and Buyer.

(d) Whenever Seller employs the services of third-party service providers to assist it in performing its obligations under a Contract, Seller agrees that such service providers are capable of maintaining appropriate safeguards for Personal Data and that Seller has contractually obligated such service providers to maintain appropriate safeguards designed to comply with applicable law and applicable privacy standards. Seller will be liable for the acts and omissions of its subcontractors and sub-processors to the same extent that Seller would be liable if performing the services of each subcontractor or sub-processor directly.

(e) Seller will provide to Buyer and / or to the provider selected by Buyer (such provider will be known as the "Successor Provider") assistance reasonably requested by Buyer to effect the orderly transition of Guardian Data (such assistance is referred to as the "Transition Services") following the termination or expiration of the applicable Contract, in whole or in part. The Transition Services will be provided on a time and materials basis and may include: (a) developing a plan for the orderly transition of the Guardian Data; (b) transferring the Guardian Data to a Successor Provider; (c) using commercially reasonable efforts to assist Buyer in acquiring any necessary rights to legally and physically access and use any third-party technologies and documentation then being used by Seller in connection with the Guardian Data; (d) using commercially reasonable efforts to make available to Buyer, pursuant to mutually agreeable terms and conditions, any third-party services then being used by Seller in connection with the Guardian Data; and (e) such other activities upon which the parties may agree.

(f) The provisions in this Attachment C survive any expiration or termination of these Terms or a Contract.