

Lippert Components, Inc.
Terms and Conditions of Purchase

By accepting a purchase order ("Purchase Order") issued by authorized purchasing personnel of Lippert Components, Inc. and/or one of its affiliates or subsidiaries (collectively referred to as "Buyer" or "Lippert") for the purchase of specified parts and/or materials ("Product(s)"), the individual, company, or entity that provides goods, materials, equipment, or services to Buyer, whether as a manufacturer, supplier, distributor, vendor, or service provider ("Supplier") hereby acknowledges and agrees to be bound by the Lippert Components, Inc. Terms and Conditions of Purchase (the "Terms"), which are incorporated and made a part of the Purchase Order. These Terms, along with: (a) any Term Sheet attached hereto as Schedule A; (b) any applicable Purchase Orders; and (c) the Lippert Supplier Handbook, represent the full agreement of the Parties (collectively, the "Agreement"). Buyer expressly rejects any different or additional terms and conditions proposed by Supplier or included in any Supplier documentation, including, but not limited to, proposals, quotations, invoices, or proofs of concept.

1. **Lippert Supplier Handbook.** Additional processes, procedures, and instructions are contained in Lippert's Supplier Handbook. The Lippert Supplier Handbook is hereby incorporated by reference into these Terms.
2. **Term & Termination.** This Agreement is effective and shall continue unless terminated in accordance with these Terms (the "Term").
 - a. *For cause:* Buyer reserves the right to terminate these Terms, any Purchaser Order, or any part thereof, and to cancel all of or part of the undelivered portion of a Purchase Order, by written notice to Supplier, if Supplier (i) fails to deliver the goods or services by the time specified in the Purchase Order; (ii) fails to deliver goods or services that meet the required specifications, or otherwise materially breaches any of the terms of the Purchase Order, including the warranties; (iii) becomes insolvent; (iv) files a voluntary petition in bankruptcy; (v) becomes the subject of an involuntary petition to have Supplier declared bankrupt, unless the petition is vacated within thirty days after filing; or (vi) executes any assignment for the benefit of creditors. Buyer shall have no obligations to Supplier in respect of any Purchase Order which has been cancelled by Buyer in accordance with this Section, and Buyer's liability shall be limited to payment for the delivered portion of the Purchase Order (but only with respect to conforming and non-defective goods or services) at the rate specified on the face thereof (reflecting quantity prices as though the Purchase Order had gone to full completion). If Buyer terminates a Purchase Order for cause, in whole or in part, and Buyer procures any substitute goods or services elsewhere, then Supplier will be liable to Buyer for any re-procurement charges, including incidental and consequential damages, which exceed the amount which would have been due if Supplier had satisfactorily completed the Purchase Order. These remedies shall be cumulative and additional to any other remedies available to Buyer.
 - b. *For convenience:* Buyer may, for its convenience, terminate work under the Purchase Order in whole or in part at any time by giving notice to Supplier in writing. Supplier will thereupon immediately stop work on the Purchase Order referenced or the terminated portion thereof and notify any subcontractors to do likewise. Supplier will be entitled reimbursed for its actual costs incurred up to and including the date of termination, such costs to be determined in accordance with recognized accounting principles. In no event shall Buyer's obligations as a consequence of the termination exceed the Purchase Order price of the items terminated. At its election, Buyer shall have the right to direct the disposition of work-in-process, parts, and materials included in Supplier's reimbursed costs; Supplier will comply with and be reimbursed for reasonable expenses

incurred in effecting Buyer's directions. Prior to settlement of Supplier's termination claim, Supplier shall make available for inspection (i) all inventory included in the claim, and (ii) all directly pertinent books, records, and documents relating to claimed costs.

3. **Delivery & Supply of Products.** The time of delivery stated in the Purchase Order is of the essence for all Purchase Orders. If at any time Supplier has reason to believe that deliveries will not be made as scheduled or as otherwise specified on the Purchase Order, it shall immediately notify Buyer in writing, noting the cause or causes of the anticipated delay. Supplier acknowledges and agrees that it will be responsible for any additional costs incurred by Buyer as a result of its failure to ship or delays in shipping the Products. When placing a Purchase Order, Buyer will rely on and adhere to the lead time quoted by Supplier, including the specified delivery date. Buyer may cancel any Purchase Order within fourteen (14) days of issuance without liability to Supplier. No substitutions can be made without prior written approval by Lippert. Partial shipments, overages, late, or early shipments are not permitted without prior written approval from the Lippert Buyer. It is the responsibility of Supplier to ensure that all merchandise is received by Lippert in undamaged, saleable condition to the Purchase Order destination. In addition to Buyer's other remedies, and without limitation, Buyer reserves the right to refuse and to return at Supplier's expense, including, and without limitation, warehouse and other storage costs and extra-handling costs, any shipments made in greater quantities than ordered and shipments made before or after the time or times specified on the Purchase Order; and if delivery is not made in the quantities and/or by the date specified, to take any or all of the following actions: (i) terminate the applicable Purchase Order without liability by notice effective when received by Supplier; (ii) purchase elsewhere and charge Supplier with any resultant loss, including without limitation, consequential or incidental damages, unless deferred shipment has been authorized; or (iii) direct Supplier to make expedited routings of goods, and the difference in cost between any such expedited routing and the order routing costs shall be paid by Supplier.
 - a. **Drawings, Prints, and Quality Information.** Upon request from Buyer, Supplier shall furnish to Buyer all drawings and prints with respect to the Products, including any relevant modifications or improvements to the Products. Additionally, upon request from Buyer, Supplier shall provide to Buyer all information related to quality control measures implemented for Supplier's production process of the Products.
 - b. **Supplier Product and Process Change Request.** Prior to any changes or modifications to Products and manufacturing processes previously approved by Buyer, including, without limitation, any modifications to manufacturing location, design, processes, cost reductions, materials or drawings, the Supplier must submit a request to the Buyer's Purchasing Agent set forth on the Terms Sheet attached hereto as Schedule A, describing in detail the requested modifications and whether the changes are permanent or temporary and, if temporary, provide the time frame associated with the change. No changes or modifications shall be permitted by Supplier until approved in writing by the Buyer's Purchasing Agent.
4. **Testing of Products.** If requested by Buyer, Supplier shall provide testing fixtures and training to Buyer's production and customer service personnel at no cost. If Supplier is unable to supply testing fixtures, Supplier shall perform testing and return documented findings to Buyer, at no cost to Buyer. For any Products tested and determined to be defective by Buyer, such Products shall be returned to Supplier using a freight method selected and paid for by Supplier. Additionally, Supplier shall provide Buyer with operational materials, troubleshooting documents, and the contact information (including phone number and email addresses) for at least two (2) of Supplier's customer service employees.

5. **Quality of Products.** Supplier represents and warrants that all Products comply with all relevant quality standards, including, without limitation, Buyer's quality standards, Buyer's customer quality standards, relevant industry quality standards, and product/part quality standards. Products must meet or exceed Buyer's specifications and agreed-upon quality standards. Buyer reserves the right to request revisions to the product specifications upon reasonable notice to Supplier. Additionally, upon Buyer's reasonable request, Supplier shall arrange visits to Supplier's facilities by Buyer personnel to review quality and performance. Supplier shall cooperate with any Supplier audits reasonably requested by Buyer.
6. **Compliance with Laws.** Supplier represents and warrants to Buyer that Supplier complies with all laws, regulations, codes, and standards that are applicable to Supplier's business and that all Products supplied by Supplier comply with all applicable laws, regulations, codes, and standards, including, without limitation, the inclusion of all required safety, warning, Product labels, and the U.S. Foreign Corrupt Practices Act of 1977, as amended ("FCPA"), and all other applicable anti-bribery and anti-corruption laws, regulations, and conventions (collectively, the "Laws"). If Supplier determines a Product is not in compliance with all Laws, Supplier shall in advance, or immediately after discovery, inform Buyer in writing. Buyer expressly reserves the right to reject any such products and/or require Supplier to be fully responsible for reasonable costs associated with complying with all Laws to allow Buyer to sell and distribute such products in such jurisdictions. The foregoing representations and warranties shall be a continuing representation and warranty and shall apply to all Products purchased from Supplier. Buyer shall have the right to audit Supplier's compliance with this provision upon reasonable notice and during normal business hours. Supplier agrees to cooperate fully with any such audit or investigation. Supplier shall promptly notify Buyer in writing if it becomes aware of any breach or potential breach of this provision or any investigation or enforcement action related thereto.
7. **Safety Data Sheets ("SDS").** Supplier shall furnish to Buyer upon its reasonable request, Supplier's then-current SDS and other reasonably requested information, documentation, or testing results pertaining to the: (i) chemical composition of the Products; (ii) hazards associated with the Products; and (iii) precautions which should be observed with respect thereto. Supplier shall promptly furnish Buyer copies of any revisions to any of the same issued by Supplier during the term of the Agreement, including with respect to a chemical and/or other composition changes, or improvements thereto. Supplier represents and warrants that all Product specifications, Product composition information, and SDS provided to Buyer shall be true, accurate, complete and compliant with all applicable Laws, rules and regulations. Supplier agrees to provide all notices, notifications, product warnings, labels, or other information as may be required or reasonably requested by Buyer to aid Buyer in complying with any and all applicable Laws. Supplier agrees to provide all information concerning such supplied products as may be legally required to Buyer, and to notify Buyer of all changes in applicable Laws with respect thereto.
8. **Failure of Products.** Should Buyer experience a field failure of the Product, Buyer shall analyze the Product and if Buyer reasonably determines the cause of the failure was due to Supplier's Product, then Supplier shall reimburse Buyer for all freight for the failed Product from the field to Buyer, and, if applicable, to any testing facility. Should a NHTSA, Transport Canada, United States Coast Guard or other safety-related campaign be necessary for Supplier's Product, Supplier will assume and pay the costs involved. Supplier may be asked and then shall accept the responsibility for conducting such a campaign, with the advice and consent of Buyer, and Supplier shall assume and pay all costs involved, including Buyer's costs. Supplier shall provide Buyer copies of all relevant records, including, without limitation, copies of the notices to Buyer's customers and consumers, proofs of mailing, and reports on repairs or replacements made in each individual case. In the event of a recall, Buyer reserves the right to charge back for labor, time, processing, shipping, or any miscellaneous fees incurred. Supplier shall

promptly inform Buyer of any recall or other corrective action undertaken on merchandise purchased by Buyer. All product recalls, whether mandatory or voluntary, will require the Supplier issue a Bill of Lading or a call-tag for the recall product to be returned.

9. **Supplier's Warranty.** Supplier hereby expressly warrants that all Products sold to Buyer will, at the very least: (i) be free from defects in materials and workmanship, (ii) conform to applicable specifications and drawings signed off on by Buyer, and also to any samples or other descriptions including test results provided to Buyer by Supplier, (iii) be free from defects in design except to the degree such goods are manufactured to Buyer's sole models design specification, (iv) be suitable for Buyer's intended purpose, (v) be of merchantable quality, and (vi) be free of defects in title. Supplier's warranty shall be for the period set forth on the Term Sheet attached as Schedule A.
10. **Claim Under Warranty.** Supplier shall at its sole cost and expense, and at Buyer's sole option, repair, replace, or refund the purchase price of any Products sold to Buyer with respect to which any of the warranties set forth above is breached. In addition to these or any other remedies available to Buyer, it shall have the right, but not the obligation, and is hereby granted the royalty-free license to make or have made any and all Products until such time as Supplier shall have established a reliable chain of supply of non-defective or non-conforming Products. Supplier shall bear all costs associated with removal and shipment of the defective Products, and shipment and delivery of the repaired or replacement Products including, without limitation, all labor expenses and towing charges, if applicable. Any replacement or repair of the Products under warranty hereunder shall be warranted as provided in this Agreement.
11. **Indemnification.** Supplier shall protect, defend, indemnify, and hold harmless Buyer from and against any claims, suits, losses, costs, expenses, damages, or liability, including without limitation for Buyer's reasonable attorneys' fees, court costs, and associated legal expenses, incurred on account of, or arising from or occurring in connection with the goods and services purchased from Supplier or Supplier's negligence, willful misconduct, or breach of this Agreement or from any and all allegations or claims of bodily injury, death, or property damage resulting from (i) any act or omission of Supplier (including its agents, employees, and subcontractors) in the course of performing the Purchase Order, supplying Products, or in relation to any other agreement with Buyer or; (ii) any Supplier Product or service, or (iii) the handling, display, sale, use, consumption, or distribution by Buyer or Buyer's customers of Supplier's Products or service (including, without limitation, any express or implied warranties made by Supplier). Supplier shall further indemnify and hold Buyer harmless from all claims asserted by reason of use, or in connection with the Product subject to any patent, copyright or trademark infringement.
12. **Insurance.** During the Term and until the expiration of any applicable warranty period, Supplier shall, at its own expense, maintain and carry insurance in full force and effect with financially sound and reputable insurers, that includes, but is not limited to, commercial general liability with limits no less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, including bodily injury and property damage, which policy will include contractual liability coverage insuring the activities of Supplier under this Agreement. Upon Buyer's request, Supplier shall provide Buyer with a certificate of insurance from Supplier's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Buyer as an additional insured. Except where prohibited by law, Supplier hereby releases and waives all rights of subrogation against Buyer possessed by Supplier and Supplier's insurers.

13. **Intellectual Property.**

a. **Definitions.**

- i. **“Background Intellectual Property Rights”** means Buyer Intellectual Property or Supplier Intellectual Property, excluding Foreground Intellectual Property Rights.
- ii. **“Buyer Intellectual Property”** means all Intellectual Property Rights owned by or licensed to Buyer, including all Foreground Intellectual Property Rights and any of Buyer’s Background Intellectual Property Rights used in the design, production, and manufacturing of the Products.
- iii. **“Foreground Intellectual Property Rights”** means all Intellectual Property Rights developed or customized for the Products by Buyer, Supplier, or both, as requested by Buyer in connection with this Agreement.
- iv. **“Intellectual Property Rights”** means all industrial and other intellectual property rights worldwide, whether registered or unregistered, such as patents, trademarks, copyrights, trade secrets, and all similar or equivalent rights or protections associated with the above.
- v. **“Supplier Intellectual Property”** means all Intellectual Property Rights owned by or licensed to Supplier, including any of Supplier’s Background Intellectual Property Rights used in the design, production, and manufacturing of the Products.

- b. **Ownership.** Each of the parties acknowledges and agrees that: (a) each party retains exclusive ownership of its Background Intellectual Property Rights; (b) Buyer does not transfer to Supplier any of its Background Intellectual Property Rights, and Supplier shall not use any of Buyer’s Background Intellectual Property Rights other than to produce and supply the Products to Buyer in connection with this Agreement; (c) Supplier does not transfer to Buyer any of Supplier’s Background Intellectual Property Rights, except that Supplier grants to Buyer and its customers the right to resell the Products or incorporate the Products purchased from Supplier into finished goods and to sell such finished goods to its customers; (d) all Foreground Intellectual Property Rights shall be owned solely by Buyer; (e) Supplier hereby assigns, and agrees to assign, to Buyer all of Supplier’s right, title, and interest in and to all Foreground Intellectual Property Rights, and, to the extent that any Foreground Intellectual Property Rights are copyrightable works or works of authorship (including computer programs, technical specifications, documentation, and manuals), the parties agree that such works are “works made for hire” for Buyer under the U.S. Copyright Act; and (f) Supplier shall only use the Foreground Intellectual Property Rights to produce and supply the Products to Buyer.
- c. **Prohibited Acts.** Each of the parties acknowledges and agrees that the parties shall not: (a) take any action that interferes with the other party’s Intellectual Property Rights, including such other party’s ownership or exercise thereof; (b) challenge any right, title, or interest of the other party in such other party’s Intellectual Property Rights; (c) make any claim or take any action adverse to such other party’s ownership of its Intellectual Property Rights; (d) register or apply for registrations, anywhere in the world, the other party’s trademarks or any other trademark that is similar to such other party’s trademarks or that incorporates such trademarks in whole or in confusingly similar part; (e) use any mark, anywhere, that is confusingly similar to the other party’s trademarks; (f) misappropriate any of the other party’s trademarks for use as a domain name without

such other party's prior written consent; or (g) alter, obscure, or remove any of the other party's trademarks or patent, trademark, or copyright notices, or any other proprietary rights notices placed on any products purchased under this Agreement (including the Products), marketing materials, or other materials.

- d. **License of Supplier's Background Intellectual Property Rights.** Solely with respect to any Products that are developed or customized at Lippert's request in connection with this Agreement, Supplier hereby grants, and agrees to grant, to Lippert an irrevocable, non-exclusive, worldwide, perpetual, royalty-free license, with the right to grant sublicenses, to use Supplier's Background Intellectual Property Rights to produce, use, sell, and to obtain, from alternate sources, products and services similar to such Products (including related systems and components).
14. **Data Privacy & Protection.** In the event that Supplier personal data is collected in connection with this Agreement, the terms of use for that Supplier personal data are set forth in the Lippert Privacy Notice, which is contained in the Lippert Supplier Handbook. Additional information concerning Buyer's privacy practices can be found at <https://corporate.lippert.com/privacy-notice>.
15. **Conflict of Interest.** Supplier represents and warrants that it has no business, professional, personal, or other interest that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, Supplier shall immediately inform the Buyer in writing of such conflict. If, in the reasonable judgement of Buyer, such conflict poses a material conflict to and with the performance of Supplier's obligations under this Agreement, then Buyer may terminate the Agreement immediately upon written notice to Supplier; such termination of the Agreement shall be effective upon the receipt of such notice by Supplier.
16. **Damages Waiver.** EXCEPT WITH RESPECT TO SUPPLIER'S INDEMNIFICATION OBLIGATIONS AND AS OTHERWISE SET FORTH HEREIN, IN NO EVENT SHALL EITHER PARTY OR ANY OF THEIR REPRESENTATIVES BE LIABLE HEREUNDER FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUES, LOST BUSINESS OPPORTUNITY, OR OTHERWISE, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.
17. **Miscellaneous.**
 - a. **Amendment & Assignment.** This Agreement may be amended only by an instrument in writing signed by Supplier and Buyer or assigned only with the consent of the non-assigning party, which consent shall be not unreasonably withheld or delayed; provided, however, that Buyer may assign this Agreement, and all its rights and obligations hereunder, to any affiliate or subsidiary of Buyer.
 - b. **Relationship of the Parties.** Supplier and Buyer are independent contractors under this Agreement. Nothing in this Agreement creates a partnership, joint venture, agency, employment, or fiduciary relationship between the parties. Neither party has the authority to act for or bind the other in any way.

- c. **Severability.** If any provision of this Agreement shall for any reason be determined to be unenforceable, or in violation of any law, order or regulation, such unenforceability or violation shall not affect the remaining provisions of this Agreement which shall continue in full force and effect and be binding upon the parties.
- d. **No Third-Party Beneficiaries.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective heirs, personal representatives, successors and assigns.

By signing below, Supplier agrees that the Terms shall govern all transactions between Supplier and Buyer. Supplier agrees that all additional terms asserted by Supplier that are contrary to, or inconsistent with, the Terms shall be null and void and inapplicable to any transactions between Supplier and Buyer. The person signing this document represents to Buyer that he/she has full power and authority to bind Supplier to the Terms.

Accepted by:

Company Name ("Supplier"): _____ Date: _____

For and on behalf of Supplier, Supplier's current and future subsidiaries, divisions, parent companies, and affiliates.

Signature: _____ Title: _____

Print Name: _____

Confirmed by:

Lippert Components, Inc.

By: _____

Its: _____

Dated: _____