



Purchasing General Terms and Conditions

IACX ENERGY seeks to exceed customer expectations. Our suppliers are an integral part of our business success. IACX will establish high performance expectations for ourselves and our suppliers, thereby forming a foundation to ultimately exceed customer expectations and form lasting business relationships.

1. Acceptance

- a. Seller acknowledges and agrees that these General Terms and Conditions are incorporated in, and a part of this contract and each purchase order, work instruction, work order, shipping instruction, or any other document, whether expressed in written form or by electronic data exchange. Seller acknowledges that it has read and understands these General Terms and Conditions. If Seller accepts this contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this contract and these General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including these General Terms and Conditions) which seller proposes will be deemed rejected by buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

2. Ethics

- a. IACX ENERGY is confident that its suppliers desire to operate in an environment that is free from influence due to unethical business practices. Therefore, IACX suppliers are requested to conduct business in a manner that would not, in any way, compromise the ethical principles required of IACX Procurement and Materials personnel. IACX Procurement and Materials personnel are to abide by the following guiding ethical principles:
 - i. Avoid the intent and appearance of unethical or compromising practice in relationships, actions, and communications.
 - ii. Refrain from accepting money, gifts of other than nominal value, excessive hospitality, loans, or other special treatment from present or potential suppliers that might influence, or appear to influence purchasing decisions.
 - iii. Refrain from reciprocal agreements that restrain competition.
- b. Suppliers who attempt to compromise these ethical principles will be subject to cessation of business with IACX ENERGY.

3. Shipping and Billing

- a. Shipping: Seller will:
 - i. properly pack, mark and ship goods as instructed by Buyer or any carriers and in accordance with any applicable laws or regulations,
 - ii. route shipments as Buyer instructs,
 - iii. not charge for costs relating to handling, packaging, storage, or transportation (including duties, taxes, fees, etc.) unless otherwise expressly stated in this contract,
 - iv. provide packing slips with each shipment that identify Buyer's contract and/or release number and the date of the shipment, and

- v. promptly forward the original bill of lading or other shipping receipt with respect to each shipment as Buyer instructs.
- b. **Billing:** If the payment due date is not otherwise specified in this Contract, the payment due date will be net 45 days following the date Buyer receives and accepts the goods or services. Buyer may withhold payment for any goods or services until Buyer receives evidence, in such form and detail, as Buyer requires of the absence of any liens, encumbrances and claims on such goods or services.
- c. **Delivery Schedules:** Time is of the essence. Delivery will be made in the quantities, on the dates, and at the times specified by the Buyer in this Contract or any subsequent releases or instructions Buyer issues under this Contract. Buyer will not be required to pay for any goods that exceed the quantities specified in Buyer's delivery schedules or to accept goods that are delivered in advance of the delivery date specified in Buyer's delivery schedules. Seller bears the risk of loss of all goods delivered in advance of the delivery date specified in Buyer's delivery schedules. If Buyer determines that the requirements of Buyer's customers or market economic or other conditions require changes in delivery schedules, Buyer may change the rate of schedule shipments or direct temporary suspension of the scheduled shipments without entitling seller to a price adjustment or other modification of this contract.
- d. **Premium Shipments:** If Seller fails to have goods ready for shipment in time to meet Buyer's delivery schedules using the method of transportation originally specified by Buyer and, as a result Buyer requires Seller to ship goods using a premium (more expeditious) method of transportation, Seller will ship the goods as expeditiously as possible. Seller will pay, and be responsible for, the entire cost of such premium shipment, unless Buyer's action caused Seller to fail to meet Buyer's delivery schedules, in which case buyer will pay any costs for premium shipment.

4. Specification, Design, and Scope Changes

- a. Buyer may at any time require Seller to implement changes to this specification or design of the goods or services covered by this contract, including work related to inspection, testing or quality control. While Buyer will endeavor to discuss any such changes with Seller as early as practical, seller will promptly implement such changes. Buyer will equitably determine any adjustment in price or delivery schedules resulting from such changes. In order to assist in the determination of any equitable adjustment in price or delivery schedules, Seller will, as requested, provide information to Buyer, including documentation of changes in Seller's cost of production and the time to implement such changes. In the event of any disagreement arising out of such changes, Buyer and Seller will work to resolve the disagreement in good faith. Seller will continue performing under this Contract, including prompt implementation of changes required by Buyer, while Buyer and Seller resolve and disagreement arising out of such changes.

5. Quality and Inspection

- a. Seller will participate in Buyer's supplier quality and development program(s) and comply with all quality requirements and procedures Buyer specifies from time to time. Seller will permit Buyer and its representatives and consultants to:
 - i. inspect Seller's books and records in order to monitor Seller's compliance with this Contract and Seller's financial condition, and
 - ii. enter Seller's facility at reasonable times to inspect such facilities at reasonable times to inspect such facilities and any goods materials, and property that relate to this

Contract. No such inspection by Buyer will constitute acceptance by Buyer of any work-in-process or finished goods.

6. Non-Conforming Goods

- a. Buyer is not required to perform incoming inspection of any goods, and Seller waives any right to require Buyer to conduct any such inspections. Seller will not substitute any goods for the goods covered by the Contract unless Buyer consents in writing. If Buyer rejects any goods as non-conforming, Buyer may, at its option,
 - i. reduce the quantities of goods ordered under this Contract by the quantity of non-conforming goods,
 - ii. require Seller to replace the non-conforming goods, and/or
 - iii. exercise any other applicable rights or remedies. If Seller fails to inform Buyer in writing of the manner which Seller desires that Buyer dispose of non-conforming goods within forty-eight (48) hours of notice of Buyer's rejection of non-conforming goods. Buyer will be entitled to dispose of the non-conforming goods without liability to seller, provided, however, that in any event Buyer may elect to arrange for the shipment of any non-conforming goods back to Seller at Seller's expense. Seller will bear all risk of loss with respect to all non-conforming goods and will promptly pay or reimburse all costs incurred by Buyer to return, store, or dispose of any non-conforming goods. Buyer's payment for any non-conforming goods will not constitute acceptance by Buyer, limit or impair Buyer's right to exercise any rights or remedies, or relieve Seller of responsibility for the non-conforming goods.

7. Force Majeure

- a. If Seller is unable to produce, sell or deliver any goods or services covered by the Contract, or Buyer is unable to accept delivery, buy or use any goods or services covered by this Contract, as a result of an event or occurrence beyond the reasonable control of the affected party and without such party's fault or negligence, then any delay or failure to perform under this contract that results from such event or occurrence will be excused for so long as such event or occurrence will be excused for so long as such event or occurrence continues, provided, however that the affected party gives written notice of such delay, including the anticipated duration of the delay, to the other party as soon as possible after the event or occurrences (but in no event more than three (3) days thereafter). Such events or occurrence may include by way of example and not limitations natural disasters, fires, floods, windstorms, riots, war, or sabotage. During any delay or failure to perform by Seller, Buyer may
 - i. purchase substitute goods from other available sources, in which case the quantities under this Contract will be reduced by the quantities of the such substitute goods and Seller will reimburse Buyer for any additional costs to Buyer of obtaining substitute goods compared to the prices set forth in this Contract and/or
 - ii. have Seller provide substitute goods from other available sources in quantities and at times Buyer requests and at the prices set forth in this Contract. If Seller fails to provide adequate assurances that any delay will not exceed thirty (30) days or if any delay lasts more than thirty (30) days, Buyer may terminate this Contract without liability. Before any of Seller's labor contracts expires and as soon as soon as Seller anticipates or learns of any impending strike, labor dispute, work stoppage or other disruption at Seller's facilities that might affect the delivery of goods to Buyer, Seller will produce (and locate in an area that will not be affected by any such disruption) a finished inventory of goods in quantities sufficient to ensure the supply of goods to Buyer for at least thirty (30) days after such disruption commences.

8. Warranty

- a. General: Seller warrants and guarantees to Buyer, its successors, assigns and customers that the goods and services covered by this Contract will:
 - i. conform to all applicable specifications, drawings, samples, descriptions, brochures and manuals furnished by Seller or Buyer,
 - ii. will be merchantable,
 - iii. of good material and workmanship,
 - iv. free from defect, and
 - v. are fit and sufficient for the particular purposes intended by Buyer and any customer of Buyer. If requested by Buyer, Seller will enter into a separate agreement for the administration or processing of warranty charge backs for nonconforming goods.
- b. Warranty Period: The warranty period for each of the foregoing warranties will be that provided by applicable law, except that if Buyer ever provides a longer warrant to its customers, such longer warranty period will apply to the goods covered by this Contract.

9. Insolvency of Seller

- a. Buyer may immediately terminate this Contract without liability to Seller in any of the following or any similar events:
 - i. insolvency or financial difficulties of seller;
 - ii. filing of a voluntary petition in bankruptcy by Seller;
 - iii. filing of any involuntary petition in bankruptcy against Seller;
 - iv. appointment of a receiver or trustee for Seller;
 - v. execution of an assignment for the benefit of creditors by Seller; or
 - vi. any accommodation by Buyer, financial or otherwise not contemplated by this Contract, that are necessary for Seller to meet its obligations under this Contract. Seller will reimburse Buyer for all costs Buyer incurs in connection with any of the foregoing whether or not this Contract is terminated including, but not limited to all attorney or other professional fees.

10. Termination for Breach

- a. Buyer may terminate all or any part of this Contract, without liability to Seller at any time after execution if Seller:
 - i. repudiates, breaches, or threatens to breach any of the terms of this Contract, including Seller's warranties,
 - ii. fails to perform or threatens not to perform services or deliver goods in accordance with this Contract; or
 - iii. fails to assure timely and proper completion of services or delivery of goods.

11. Termination for Convenience

- a. In addition to any other rights of Buyer to terminate this Contract, Buyer may immediately terminate all or any part of this Contract, at any time and for any reason by notifying Seller in writing. Upon such termination, Buyer may, at its option, purchase from Seller any or all raw materials, work-in-progress and finished goods inventory related to the goods under this Contract, which are usable, and in a merchantable condition. The purchase price for such finished goods, raw material and work-in-process, and Seller's sole and exclusive recovery from Buyer (without regard to the legal theory which is the basis for any claim by Seller) on account of such termination will be:
 - i. the contract price for all goods or services that have been completed in accordance with this Contract as of termination date and delivered once accepted by Buyer, and not previously paid for , plus
 - ii. the actual cost of work-in-process and raw materials incurred by Seller in furnishing the goods or services under this Contract to the extent such costs are reasonable in amount and are properly allocable or apportion able under generally accepted accounting principles to the terminated portion of this contract, less
 - iii. the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Seller with Buyer's written consent. In no event will Buyer be required to pay for finished goods, work-in-process or raw materials that Seller fabricates or procures in amounts that exceed those Buyer authorizes in delivery releases nor will Buyer be required to pay for any goods or materials that are in Seller's standard stock or readily marketable. Payment made under this article will not exceed the aggregate price for finished goods that would be produced by Seller under delivery or release schedules outstanding at the date of termination. Within sixty (60) days after the effective date of termination Seller will submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit an audit by Buyer, and will thereafter promptly furnish any supplemental and supporting information Buyer requests.

12. Technical Information

- a. Exchange of Information: Buyer and Seller will cooperate to create, maintain, update, and share technical information about the goods products, machinery, materials, formulations and their manufacture, use, application and control in compliance with Buyer's drafting and math data standards. Such technical information will not be subject to any use or disclosure restrictions. Accordingly, Seller agrees not to assert any claims against Buyer, its customers or their respective suppliers with respect to any technical information that Seller discloses in connection with this Contract.
- b. Waiver of Claims: Seller agrees not to assert any claim (other than a claim for patent infringement) against Buyer, Buyer's customers, or their respective suppliers with respect to any technical information that Seller have have disclosed or may hereafter disclose in connection with the goods or services covered by this Contract.
- c. Repair and Build: Seller authorizes Buyer, its affiliates, agents, and subcontractors, and Buyer's customers and their subcontractors to repair, reconstruct, or rebuild the goods and products delivered under this Contract without payment of any royalty or other compensation to Seller.
- d. Computer Programs and Written Works: All works of authorship, including without limitation, software, computer programs, and databases (including object code, macrocode, source code, and data structures) and all enhancements, modifications and updates thereof and all

other written work products or materials, which are created in the course of performing this Contract (separately or as part of any good and components) are “works made for hire” and the sole property of Buyer. To the extent that such works of authorship do not qualify under applicable laws as works made for hire, Seller agrees to assign and assigns to Buyer all rights, title, and interest in any intellectual property rights in such works of authorship.

13. Indemnification

- a. Infringement: Seller will defend, hold harmless, and indemnify Buyer from and against any liability, claims, demands, damages, costs of expenses (including but not limited to patent, trademark, copyright, moral, industrial design or proprietary rights, or misuse or misappropriation of trade secret) and resulting damages and expenses relating to the goods or services covered by this Contract, including any claims in circumstances where Seller has provided only part of the goods or services. Seller waives any claim against Buyer that any such infringement arose out of compliance with Buyer’s specification.
- b. Activities on Buyer’s Premises: Seller will defend hold harmless, and indemnify Buyer from and against any liability, claim. Demands, damages, costs of expenses (including without limitation reasonable attorney and other professional fees and disbursements) arising from or in connection with the performance of any service or work by Seller or its employees, agents, representatives and subcontractors on Buyer’s or Buyer’s customers premises or the use of the property of Buyer or any customer of Buyer, except to the extent such liability arises out of the negligence or willful misconduct of Buyer or Buyer’s customer.
- c. Product Liability: Seller will defend, hold harmless, and indemnify Buyer from and against any liability and expenses (including without limitation reasonable attorney and other professional fees and disbursements) arising from or in connection with any third part claims or demands to recover for personal injury or death, property damage or economic loss caused by any of the goods or services supplied by Seller (regardless of whether such claim or demand arises under tort, negligence, contract, warranty, strict liability or other legal theories) except to the extent such injury, damage or loss results from Buyer’s specifications as to design or materials or from alteration or improper repair, maintenance or installation by any party other than Seller.

14. Compliance with Laws

- a. Seller, and any goods or services supplied by Seller, will comply with all applicable laws, rules, regulations, Orders, Conventions, ordinances and standards of the country(ries) or origin and destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing approval or certification of the goods or services, including but not limited to, those relating to environmental matters, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety, and motor vehicle safety. Neither Seller nor any of its subcontractors will utilize slave, prisoner, or any other form of forced or involuntary labor in the supply of goods or services under this Contract. Upon Buyer’s request, Seller will certify in writing its compliance with the foregoing. Seller will defend, hold harmless, and indemnify Buyer from and against any liability, claims, demands, damages or expenses arising from or relating to Seller’s noncompliance with this Article.

15. Insurance

- a. Seller will maintain insurance coverage as required by applicable law or as reasonably requested by Buyer with carriers reasonably acceptable to Buyer. With respect to any such insurance coverage, Seller will furnish to Buyer either a certificate evidencing satisfaction of the above-mentioned insurance requirement under this Contract or certified copies of all insurance policies with ten (10) days after Buyer requests. The certificate must provide that Buyer will receive thirty (30) days prior written notice from the insurer of any termination or reduction

in the amount or scope of coverage. The furnishing of certificate of insurance and purchase of insurance will not limit or release Seller from Seller's obligations or liabilities under this Contract.

16. Development Engineering And Consulting Services

- a. Engineering, consulting or development services ("Development Services") funded under this Contract that result in any idea, invention, concept, discovery, work of authorship, patent, copyright, trademark, trade secret, know how or other intellectual property ("IP") shall be the sole property of buyer. Seller agrees to assign all rights, title, and interest in and to IP that results from Development Services ("Developed IP") to Buyer. Seller shall notify Buyer of the existence of Developed IP and assist Buyer in every reasonable way to perfect it right, title, and interest in Developed IP such as by executing and delivering all additional documents reasonably requested by Buyer in order to perfect, register, and/or enforce the same, and Buyer shall reimburse Seller for reasonable costs incurred by Seller in providing such assistance.

17. Remedies

- a. The rights and remedies reserved to Buyer in this Contract are cumulative, and in addition to all other or further remedies provided in law or equity.

18. Customs and Export Controls

- a. Credits or benefits resulting or arising from this Contract, including trade credits, export credits, or the refund of duties, taxes or fees, belongs to Buyer. Seller will provide all information necessary (including written documentation and electronic transaction records) to permit Buyer to receive those benefits or credits, and to fulfill any customs related obligations, origin marking or labeling requirements and local content origin requirements. Seller will obtain all export licenses or authorizations necessary for the export of the goods unless otherwise indicated in this Contract, in which event Seller will provide all information as may be necessary to enable Buyer to obtain such licenses or authorization(s). Seller will make all arrangements that are necessary for the goods to be covered by any duty deferral or free trade zone program(s) of the country of import.

19. Setoff and Recovery

- a. With respect to any monetary obligations of Seller or Seller's affiliates to Buyer or Buyer's affiliates. Buyer may:
 - i. setoff such obligations against any sums owing to Seller or Seller's affiliates and/or
 - ii. recoup such obligations from any amounts paid to Seller or Seller's affiliates by Buyer or Buyer's affiliates.

20. No Advertising

- a. Seller will not, in any manner, advertise or publish that Seller has contracted to furnish Buyer the goods or services covered by this Contract or use any trademarks or trade names of Buyer in Seller's advertising or promotional materials unless Buyer consents in writing.

21. No Implied Waiver

- a. The failure of either party at any time to require performance by the other party of any provision of this Contract will not affect the right to require such performance at any later time, nor will the waiver by either party of a breach of any provision of this Contract constitute a waiver

of any succeeding breach of the same or any other provision. No course of dealing or course of performance may be used to evidence a waiver or limitation of Seller's obligations under this Contract.

22. Assignment

- a. Buyer may assign its rights and obligations under this Contract without Seller's prior written consent. Seller may not assign or delegate its rights or obligations under this Contract without Buyer's prior written permission.

23. Relationship of Parties

- a. Seller and Buyer are independent contracting parties. Nothing in this Contract makes either party the agent or legal representative of the other for any purpose whatsoever, nor grants either party any authority to assume or create any obligation on behalf of or in the name of the other party.

24. Governing Law and Jurisdiction

- a. This Contract is to be construed according to the laws of the country (and state or province, if applicable) from which this Contract is issued as shown by the address of Buyer, excluding the provisions of the United Nations Convention on Contracts for the International Sales of Goods and any choice of law provisions that require application of any other law. Any action or proceedings by Buyer against Seller may be brought by Buyer in any court(s) having jurisdiction over Seller or, at Buyer's option, in the court(s) having jurisdiction over Buyer's location. Any action or proceedings by Seller against Buyer may be brought by Seller only in the court(s) having jurisdiction over the location of Buyer from which this Contract is issued.

25. Severability

- a. If any provision of this Contract is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such provision will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of the Contract will remain in full force and effect.

26. Right to Audit and Inspect

- a. Buyer, at its expense, has the right to audit and review all relevant books, records, payroll data, receipts and other documents, including Seller's administrative and accounting policies, guidelines, practices and procedures, in order to substantiate any charges and other matters under this Contract. Seller will maintain and preserve all such documents for a period of four (4) years following final payment under this Contract. In addition, Buyer has the right to inspect all inventories, work-in-process, materials, machinery, equipment, tooling, fixtures, gauges, and other items related to Seller's performance of this Contract. Seller will provide Buyer with reasonable access to its facilities and otherwise cooperate and facilitate any such audits or inspections by Buyer.

27. Entire Agreement

- a. This Contract, together with the attachments, exhibits, supplements or other terms of Buyer specifically referenced in this Contract, constitutes the entire agreement between Seller and Buyer with respect to the matters contained in this Contract and supersedes all prior oral or written representations and agreements. This Contract may only be modified by a written contract amendment issued by Buyer. Notwithstanding anything to the contrary contained herein, Buyer explicitly reserves, and this Contract will not constitute a waiver or release of



any right and claims against Seller arising out of or relating to, any fraud or duress in connection with the formation of this Contract or any breach or anticipatory breach of any previously existing contract between Buyer and Seller (whether or not such previously existing contract related to the same or similar goods or subject matter as this Contract). All payments by Buyer to Seller under this Contract are without prejudice to Buyer's claims, rights, or remedies.