

R-S MATCO LLC
GENERAL TERMS AND CONDITIONS OF PURCHASE

This Purchase Order Agreement (the "Agreement") is entered into as of the date as specified on the Purchase Order by and between the individual or entity, whose name appears on the face of the Purchase Order ("Supplier") and R-S Matco LLC, a Delaware limited liability company ("R-S Matco").

WITNESSETH:

WHEREAS, R-S Matco desires to purchase from Supplier, and Supplier desires to sell to R-S Matco products of the type and with the specifications set forth in the Purchase Order (the "Products") on the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

ARTICLE I
PURCHASE ORDER

1.1 Purchase Orders. R-S Matco shall submit written purchase orders for Products signed by a duly authorized representative of R-S Matco, containing complete information including, but not limited to: (i) quantity, (ii) pricing, (iii) required delivery date(s), (iv) shipping instructions including shipping address, the name, contact information for R-S Matco's contact person, and (v) product specifications. Unless otherwise agreed by the parties in writing in each instance, the terms and conditions of this Agreement shall apply to all purchase order forms and other forms or documents of purchase for Products hereunder (hereinafter collectively referred to as "Purchase Orders") whether or not this Agreement is expressly referenced in such Purchase Orders. Signed Purchase Orders delivered by mail, fax, PDF (portable document format), electronic mail or other electronic format, shall be considered to be "in writing" for purposes of this Section 1.1. All Purchase Orders are subject to acceptance by Supplier to be evidenced by Supplier's written acknowledgement and confirmation; provided, however, that if Supplier fails to deliver an acknowledgement and confirmation within 2 business days, the Purchase Order shall be deemed to have been accepted without any modifications by Supplier.

1.2 Modification. R-S Matco shall have the right to make changes and/or additions to this Purchase Order. If such changes cause a material change in Supplier's costs or time to complete, then equitable adjustment in price and/or delivery shall be permitted upon mutual agreement between Supplier and R-S Matco.

1.3 Terms and Conditions. The terms and conditions of this Agreement shall apply to all Purchase Orders issued by R-S Matco to Supplier pursuant to this Agreement.

UNLESS OTHERWISE SPECIFICALLY ACCEPTED PURSUANT TO SECTION 1.2 ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS OF SALE CONTAINED IN ANY ORDER, ACKNOWLEDGEMENT, CONFIRMATION, OR OTHER FORM OF COMMUNICATION ARE EXPRESSLY REJECTED AND DO NOT UNDER ANY CIRCUMSTANCES BECOME PART OF ANY CONTRACT OF SALE BETWEEN SUPPLIER AND R-S MATCO.

ARTICLE II
DELIVERY AND ACCEPTANCE

2.1 FOB Point of Shipment. Unless otherwise specified on the Purchase Order, delivery terms for all Products sold and purchased under this Agreement shall be FOB Shipping Point according to Incoterms 2020. Products shall be deemed to be sold and delivered and title and risk of loss will pass to R-S Matco when the Products are physically tendered to R-S Matco's domestic carrier in accordance with FOB terms of this Section 2.1. Supplier shall make no shipments in advance of R-S Matco's specified shipping date without the prior written approval of R-S Matco.

2.2 Permits and Approvals. Supplier shall be solely responsible for obtaining all appropriate import permits and approvals at its sole expense.

2.3 Inspection, Acceptance, and Rejection. R-S Matco shall have a period of 30 days to inspect the Products after delivery to final destination. R-S Matco may reject any Products that do not conform to the Product specifications set forth in the Purchase Order by delivering written notice of rejection to Supplier before the end of the foregoing inspection period. R-S Matco shall return or dispose of all rejected Products in accordance with Supplier's reasonable instructions and at Supplier's expense.

ARTICLE III
PAYMENT TERMS

3.1 Invoices. Supplier shall render its invoices upon delivery of each order in accordance with shipping terms as set forth in Section 2.1. Invoices must include: (i) the invoice number and date; (ii) purchase order number; (iii) itemization of specific Products provided by the Supplier; (iv) an itemization of unit pricing that agrees with Purchase Order; (v) a total invoice amount; (vi) a packing list; (vii) a bill of lading; (viii) and material test reports to the products being shipped.

3.2 Payment Terms. Full payment of all undisputed amounts hereunder shall be due from R-S Matco within 45 days of the date of R-S Matco's actual receipt of the Supplier's invoice packet properly rendered to R-S Matco in accordance with Section 3.1.

3.3 Taxes. The price stated in the Purchase Order is inclusive of all federal, state, and local sales, use, excise, value added, or other taxes which may be charged against the Purchase Order, including any and all import and export duties which may be payable. Supplier is responsible for liability, payment and all filings required by law associated with aforementioned taxes and duties.

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ARTICLE IV
WARRANTY; LIMITATION OF LIABILITY

- 4.1 Supplier's Warranties.** Supplier warrants the Products (i.e., material, articles or services of any nature) furnished hereunder (a) to be free from defects in labor, material of fabrication, (b) to conform to applicable specifications, drawings, samples or other descriptions given by RS-Matco, (c) to be suitable for the purpose intended, (d) to be of merchantable quality and free from defects in design. This warranty, and any extended warranty from the Supplier's suppliers as it relates to the Products, shall survive any inspection, testing, and use by R-S Matco, its successors, assigns and customers and the users of such Products. The Supplier agrees to replace or correct promptly without expense to R-S Matco, any Products not conforming to the foregoing requirements, when notified by the R-S Matco pursuant to Section 2.3 or at any other time during the warranty period specified herein. In the event of failure of the Supplier to correct or replace Products as required herein, R-S Matco may correct or replace such Products and charge the Supplier the cost thereof. The length of this warranty shall be a minimum of 24 months from the date of R-S Matco receipt of the Product, unless otherwise set forth in any specifications agreed upon.
- 4.2 Transferability of Warranties.** The warranties provided by Supplier in this Agreement are transferable.

ARTICLE V
INDEMNITY; INSURANCE

- 5.1 Indemnification of R-S Matco.** Supplier will defend, indemnify and hold R-S Matco, its affiliates, employees, agents, contractors officers and directors harmless from and against any and all actual or alleged liability, demands, suits, damages, penalties, settlements, losses, claims, costs or expenses (including, but not limited to, reasonable attorneys' and other fees and costs) arising directly or indirectly from, or relating to any acts or omissions of Supplier, including but not limited to: (i) any claim of infringement by any third party of any patents or trademarks or any claimed violation of other intellectual property rights of any third party arising by virtue of or in connection with Supplier's manufacture or sale of the Products to the extent not arising out of any Product specifications of R-S Matco; (ii) any actual negligence, strict liability, products liability, any claim in tort or contract, or any other claim for loss or damage (including, but not limited to personal or bodily injury, death, or property damage) arising from, caused by, related to, or in any way involving the design or use of the Products, or any actual or alleged defect, latent or patent, in the Products; (iii) any breach of this Agreement by Supplier; and (iv) any gross negligence, willful misconduct by Seller its agents or employees in the performance of this Agreement. In the event that the Supplier fails to defend against any third-party claim, R-S Matco may defend against, settle or otherwise deal with any such claim in such manner as it may in its good faith discretion deem appropriate, and, to the extent provided in this Section 5.1, Supplier shall be liable for indemnification with respect to such matter, including, without limitation, any legal expenses reasonably incurred in connection with such defense.
- Notwithstanding anything contained in this Agreement to the contrary, Section 5.1 shall survive any termination of this Agreement and shall not lapse.
- 5.2 Insurance.** During the term of this Agreement and all applicable warranty periods hereunder the Supplier shall maintain at Supplier's expense insurance in full force and effect with financially sound and reputable insurers, which includes but is not limited to commercial general liability (including product liability), public liability, property damage, automobile liability and employer's liability and compensation insurance as will protect the Purchase from risk of loss, arising out of or relating to this Agreement. Supplier agrees to submit certificates of insurance evidencing such insurance coverage when requested by R-S Matco and Supplier further agrees to increase its coverage at its expense upon written expense of R-S Matco.

ARTICLE VI
TERMINATION AND SUSPENSION

- 6.1 Termination.** A Purchase Order may be terminated under the following conditions:
- 6.1.1** R-S Matco may terminate or suspend a Purchase Order, in whole or in part, for its convenience upon written notice to Supplier. Equitable and reasonable amounts for all Product delivered and received, and work satisfactorily performed by Supplier up to termination or suspension, shall be payable to Supplier to the extent such amounts directly result from such termination or suspension. IN NO EVENT SHALL SUPPLIER BE ENTITLED TO LOST OPPORTUNITY COSTS, UNABSORBED OVERHEAD, ANTICIPATED PROFITS, OR LIQUIDATED DAMAGES OF ANY KIND AS A RESULT OF TERMINATION OR SUSPENSION AND IN NO EVENT SHALL TERMINATION OR SUSPENSION CHARGES EXCEED THE AMOUNT OF SAID PURCHASE ORDER.
- 6.1.2** A party hereto may terminate a Purchase Order upon ten (10) days' prior written notice to the other party in the event of a breach of a covenant, warranty or representation hereunder or a material default in the performance of a party's obligations hereunder described in reasonable detail in the notice, which is not substantially remedied within the 10-day period following such notice.
- 6.1.3** A party hereto may terminate a Purchase Order immediately upon written notice to the other party hereto if a party does (i) apply for or consent to the appointment of a receiver, trustee, custodian, intervener or liquidator of itself or of all or a substantial part of its assets, (ii) file a voluntary petition in bankruptcy, (iii) admit in writing that it is unable to pay its debts as they become

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due or generally not pay its debts as they become due, (iv) make a general assignment for the benefit of creditors, (v) file a petition or answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy or insolvency laws, (vi) file an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against it in any bankruptcy, reorganization or insolvency proceeding, or (vii) take corporate action for the purpose of effecting any of the foregoing.

6.1.4 A party hereto may terminate a Purchase Order immediately upon written notice to the other party hereto if a party shall have an involuntary petition or complaint filed against it a petition or complaint seeking bankruptcy relief or reorganization or the appointment of a receiver, custodian, trustee, intervener or liquidator of the party, or all or substantially all of its assets, and such petition or complaint shall not have been dismissed within thirty (30) days of the filing thereof or an order, order for relief, judgment or decree shall be entered by any court of competent jurisdiction or other competent authority approving or ordering any of the foregoing actions.

6.2 Survival. The following provisions of this Agreement shall survive termination or expiration of this Agreement: Sections 1.3, 3.2, 3.3, 6.2, and Article IV, Article VII, Article VIII, Article X. Neither termination nor expiration of this Agreement shall relieve either party from the duty to discharge in full all obligations accrued or due prior to the date thereof.

ARTICLE VII
FORCE MAJEURE

7.1 Force Majeure. Either party's default under this Agreement shall be excused in the event, to the extent and only during the period that same arises from or is incident to unforeseen causes beyond such party's control not resulting from its fault or negligence, including, but not limited to, fires, embargoes, or other outbreak of hostilities, war, acts of terror, acts of federal, state and municipal or other government or governmental agency, or by accident, machinery breakdowns occurring despite ordinary maintenance, delays of carriers or suppliers, public emergency, acts of God, or any other cause beyond the reasonable control of the defaulting party. However if a force majeure event prevents Supplier from carrying out its obligations hereunder for a contentious period of more than ten (10) days, RS-Matco may terminate this Agreement upon written notice to Supplier.

ARTICLE VIII
CONFIDENTIALITY

8.1.1 Except as otherwise required by law, a party hereto to whom disclosures of Confidential Information (defined below) are made (each a "Recipient") by the other party shall not, and the Recipient shall cause each of its directors, officers, employees, agents, and representatives (collectively, the "Representatives") not to: (i) disclose Confidential Information to any person or entity other than the Representatives of the Recipient that (A) need to know the Confidential Information for the purposes contemplated by this Agreement; and (B) agree to be bound by the provisions of this Article VIII; or (ii) use Confidential Information for any purpose other than the purposes contemplated by this Agreement.

8.1.2 "Confidential Information" means (i) all information relating to the party that is not the Recipient or its business (whether provided in writing or otherwise) that has been provided or shown to the Recipient or any of its Representatives by or on behalf of that party or any of its Representatives; and (ii) all notes, analyses, compilations, studies, and other materials containing any such information.

8.1.3 The term Confidential Information excludes information that (i) is or becomes a matter of public record through no fault of Recipient or its Representatives; (ii) can be shown, by credible evidence, to have been legally disclosed to Recipient by a third party without restrictions as to disclosure; (iii) can be shown, by credible evidence, to have been independently developed by a party without use of or reference to any Confidential Information of the other party; or (iv) can be shown, by credible evidence, to have been known to Recipient prior to disclosure by the disclosing party.

8.1.4 Promptly upon the written request of the other party hereto, the Recipient shall, and shall cause its Representatives to, return to the requesting party or destroy all of such party's Confidential Information provided hereunder. If the Recipient destroys Confidential Information, it shall certify that it has done so in writing and promptly deliver such certification to the other party.

ARTICLE IX
EXPEDITING

9.1 Time is of the essence. Supplier agrees to comply with the specific delivery schedule set forth in the Purchase Order and to provide R-S Matco expedited delivery as requested by R-S Matco. R-S Matco may cancel this order with no costs, charges, or penalties, notwithstanding provisions of Article VI, if RS-Matco's specified delivery date cannot be met due to Supplier's, or Supplier's sub-contractors, suppliers, or agents, ability to perform under such Purchase Order. R-S Matco may, with reasonable notice, suspend delivery schedules in the Purchase Order. Should Supplier be unable to meet the delivery schedule set forth in the Purchase Order, R-S Matco may, at its sole discretion, purchase the Products elsewhere and Supplier shall be responsible for any additional costs of said purchase.

9.2 Liquidated Damages. If Supplier fails to deliver the Products within the time specified in the Purchase Order the actual damage to R-S Matco for the delay will be difficult or impossible to determine. Therefore in lieu of actual damages Supplier will pay to R-S Matco as fixed, agreed and liquidated damages for each calendar day of delay an amount equal to 0,3% of the value of Purchase Order. Without prejudice to other remedies of Purchaser available at law or in equity notwithstanding the foregoing

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if R-S Matco elects to obtain substitute product as set forth in Section 9.1 then Supplier will be liable for such liquidated damages accruing until such time as R-S Matco obtains delivery of such substitute goods, in addition to excess of re-procurement.

ARTICLE X
GENERAL PROVISIONS

10.1 Assignment. No party may transfer or assign any of its rights and obligations under this Agreement without the prior written consent of the other party

10.2 Successors and Assigns. If there is an assignment of rights under this Agreement, (i) a contemporaneous delegation shall be deemed to have occurred, (ii) the nonassigning party shall be deemed to have agreed to perform in favor of the assignee, and (iii) any successor or assign of the assignor shall be deemed to have assumed the assignor's performance obligations in favor of the nonassigning party.

10.3 Delegation by Supplier. Supplier shall not delegate or subcontract its obligations under this Agreement without the prior written consent of R-S Matco in each instance.

10.4 Notices. Either party giving any notice required or permitted under this Agreement shall give such notice in writing or other acceptable business communication to parties as identified in the Purchase Order.

10.5 Entire Agreement. This Agreement, contains all the agreements, understandings, representations, conditions, warranties and covenants made between the parties hereto regarding the subject matter of this Agreement. Unless set forth herein, neither party shall be liable for any representations made, and all modifications and amendments hereto must be in writing.

10.6 Severability. The validity, illegality or unenforceability of any one or more provisions of this Agreement shall in no way affect or impair the validity, legality or enforceability of the remaining provisions hereof, which shall remain in full force and effect.

10.7 No Joint Venture. This Agreement does not constitute either party an agent, partner, joint venturer, employee or legal representative of the other party for any purpose whatsoever.

10.8 Amendments. The parties may amend this Agreement, only by a written agreement of the parties that identifies itself as an amendment to this Agreement.

10.9 Jurisdiction. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the state and federal courts for Stanly County, North Carolina. Each party waives, to the fullest extent permitted by law, (i) any objection that it may now or later have to the laying of venue of any legal action or proceeding arising out of or relating to this Agreement brought in any state and federal courts for Stanly County, North Carolina, and (ii) any claim that any action or proceeding brought in any court specified in this Section 10.9 has been brought in an inconvenient forum. Each party to this Agreement submits to the exclusive jurisdiction of the state and federal courts for Stanly County, North Carolina.

10.10 Controlling Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of North Carolina, without giving effect to its conflict of laws principles.

10.11 Counterparts. This Agreement may be executed and delivered simultaneously and by facsimile or other electronic means and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.12 No Third Party Beneficiary. The terms and provisions of this Agreement are intended solely for the benefit of each of the parties hereto and their respective successors or permitted assigns, and, except as expressly provided in Article V, do not confer third party beneficiary rights upon any other person.

10.13 Headings. The headings of Articles and Sections contained herein are included for convenience of reference only and shall not affect the meaning or interpretation of any of the provisions herein.

10.14 Updates. R-S Matco reserves the right to update these terms and conditions at any time, however the parties' respective rights and obligations shall be as provided in the version of these terms and conditions in effect as of the date of the relevant Purchase Order.

ARTICLE XI
CONFLICT MINERALS

11.1 R-S Matco does not accept delivery of goods that include "Conflict Minerals" according to Sec.1502 of the Wall Street Reform and Consumer Act, known as "Dodd-Frank Act". These minerals include GOLD, TANTALUM, TIN and TUNGSTEN originated in the Democratic Republic of the Congo or an adjoining country such as Angola, Burundi, the Central African Republic, the Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda or Zambia ("3TG-Minerals"). Our suppliers have to implement due diligence procedures and documentation procedures to verify that no 3TG-Minerals are included in the product sold to us.

ARTICLE XII
SANCTIONS AND EXPORT CONTROL

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12.1 The Supplier is obliged to inform us in writing if ordered goods and services are subject to export restrictions. This applies in particular to dual-use goods in accordance with the EU Dual-Use Regulation 2021/821 or other products which are subject to an export or re-export ban under the relevant regulations or whose export is subject to approval, e.g. under the embargo regulations of the European Union, the United States, United Kingdom and the UN.

The supplier shall ensure that the production and handling facilities in which the goods intended for us are manufactured, stored, processed, loaded, unloaded and transported are protected against unauthorized access by third parties within the framework of a secure supply chain and that the personnel employed are careful and reliable.

ARTICLE XIII
COMPLIANCE

13.1 The supplier confirms that it has taken note of our Code of Conduct at <https://buhlmann-group.com/downloads/#code-of-conduct> and undertakes to observe and comply with the principles laid down in the Code of Conduct in the performance of its activities and to ensure compliance with these principles within his supply chain.

13.2 If the Supplier violates its obligations under Clauses XIII 1, R-S Matco shall have the right to terminate the contract without notice. In this respect, the supplier shall indemnify R-S Matco against all claims of third parties.