

## Solution Industries Purchase Order Terms and Conditions

1. **ENTIRE AGREEMENT.** This Order, together with the applicable purchase or supply agreement executed in writing by both parties, if any (collectively, the "Purchase Agreement"), constitutes the entire agreement between Solution Industries (hereafter called "Solution") and Seller. If Seller issues its own form of acknowledgment to this Order, such act shall constitute Seller's unqualified acceptance of this Order. Seller's commencement of performance as provided for under the terms of the Purchase Agreement shall in all cases constitute Seller's unqualified acceptance of the Terms and Conditions herein. If the seller requests any changes within the Order, including terms and conditions, it must be agreed upon by Solution in writing prior to acceptance of the Order. These terms and conditions outline the interactions between the supplier and Solution.
2. **DELIVERY.** Unless otherwise specified on the face hereof, delivery of goods shall be FOB Seller to ship location Solution Industries. Seller agrees to deliver goods in the quantities, within the time, and in accordance with the specifications (and approved sample, if required). With timing being a critical characteristic for the Order, any changes to expected delivery shall be communicated to Solution in writing as soon as possible so that an acceptable remedy can be determined including acceptance and adjustment of timing or cancellation of the Order. Failure to communicate or deliver goods and/or services shall relieve Solution from any liability to the seller. Seller may not make any delivery changes related to this Purchase Agreement without the consent of Solution. Note that suppliers will be evaluated based on on-time delivery as well as product and/or process conformance.
3. **PRICE.** Changes in price shown hereon must be reviewed and accepted by Solution at the time of Order. This Order shall not be subject to any surcharges, extras or other additional charges not specifically stated on the Order. Any cash-discount period agreements will be based off the date of invoice.
4. **WARRANTY.** Seller warrants that all goods and/or services will conform to the specifications identified on the Order (and approved sample, if required); be of the quality, quantity, dimensions and description as specified in this Order; be fit for the particular purpose of Solution; and be free from defects in material, design and workmanship, including latent defects. The foregoing warranties shall survive inspection, delivery and payment. In addition to any other rights or remedies, in the event Seller provides Solution with non-conforming goods or services Seller shall, at Solution's option, repair or replace such non-conformity, or credit or refund Solution's account in amount equal to amount paid. Further, Seller shall reimburse Solution for all losses, costs and damages incurred by Solution as a result of or pursuant to Seller's provision of such nonconforming goods and/or services, including any incidental and consequential damages incurred by Solution relating thereto (including reasonable attorneys' fees).
5. **RIGHT OF ACCESS.** The supplier shall ensure right of access to the supply chain is available to Solution, our Customer and regulatory authorities as required.
6. **INSPECTION AND TESTS.** Inspection and testing of goods and/or services may be made by Solution at any time or place directed by Solution. No inspection or approval by Solution shall relieve Seller from responsibility for errors, omissions or non-conformities in goods and/or services provided. Nonconforming products, processes and /or services shall be communicated to Solution for disposition.
7. **INTELLECTUAL PROPERTY.** Seller warrants that the goods and/or services furnished to Solution under this Order and Solution's use thereof shall be free of and not constitute infringement or misappropriation of any U.S. or foreign patent, copyright, trademark, trade secret or other proprietary right. Seller shall indemnify, defend and hold Solution harmless, at Seller's expense, from and against any claim, suit or proceeding brought against Solution, its successors or assigned representative, customers or users based on any allegation that the goods and/or services provided by Seller or Solution constitutes infringement or misappropriation of any U.S. or foreign patent, copyright, trademark, trade secret or other proprietary right. Seller, after obtaining Solution's prior written approval to any applicable terms, may settle any such claim, suit or proceeding, provided that any such settlement may not impose any obligation or hardship on Solution. Seller shall pay all damages, costs and expenses incurred by Solution, its successors, assigned representative, customers or users as a result of such claim, suit or proceeding or in connection with the

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defense of any claim of infringement or misappropriation, including Solution's attorney's fees.

8. **CHANGES.** Solution may make subsequent written changes in the drawings, designs, specifications and/or date for delivery of goods and/or completion of services. With Solution's prior written consent, if any such changes modify the cost of furnished goods or services, the price stated on the Purchase Agreement shall be adjusted accordingly and acknowledged in writing. If changes result in a modification of timing for the Order and it differs from the original delivery expectation stated, the Purchase Agreement shall be adjusted accordingly. Any changes by the Seller in established part material, chemistry, manufacturing, processing and/or associated services shall be communicated and signed off by Solution prior to implementation of such changes. This includes changes to customer drawings and designed parts.
9. **DESIGN, TOOLS, ETC.** Any design, pattern, tool, die, jig, fixture, drawing or test equipment furnished to the seller by Solution in connection with the Purchase Agreement shall remain Solution's property, to be returned to Solution upon request, and shall not be used in the manufacture of any goods or the performance of any services for third parties. Seller shall not copy or duplicate such items and Seller agrees to treat such items as proprietary information of Solution and shall not in any manner distribute or publish this information without prior written approval from Solution. Whenever Seller has any property in its possession belonging to Solution, physical or design, the Seller shall be deemed responsible for maintaining the integrity of this property and shall be an insurer of such property.
10. **PACKING.** Seller shall be responsible for safe and adequate packing of any goods. No charge will be made by Seller for packing, boxing or shipment unless otherwise specified in the Purchase Agreement. Any damage to goods not packed to ensure proper protection shall be replaced or charged to the Seller.
11. **COMPLIANCE WITH LAWS.** Seller represents and warrants that the goods and services have been or will be manufactured and sold, or otherwise performed and completed, in strict compliance with all applicable federal, state, and local laws, regulations and orders. Seller agrees to indemnify, save and hold Solution harmless of and from all costs associated damages and expenses (including attorney's fees) sustained by Solution, directly or indirectly, as a result of any breach or inaccuracy of such representation or warranty. Seller agrees to comply with all safety and health regulations as it relates to established operations.
12. **COMPETENCE AND AWARENESS.** Suppliers shall ensure that persons completing work toward the fulfillment of an order, possess the skills and competence required. The Supplier shall also ensure that persons are aware of their contribution to the conformance of products and services, product safety and the importance of ethical behavior.
13. **PURCHASE ORDER REQUIREMENTS.** The latest revision of Industry Standards will be assumed unless otherwise designated on the purchase order. Special requirements, critical items or key characteristics will be detailed when applicable. Requirements for production process verification activities including inspections and the use of statistical techniques for validation and acceptance will be specified when required. Extraordinary inspection requirements such as on-site inspection/verification or auditing by Solution or our customer prior to release of products or services will be detailed including test specimens needed for design approval. A requirement including the use of an appointed and approved external provider, product source or process provider will be detailed. Additional flow down customer requirements will be detailed as requested for consideration. Specific document retention requirements will be detailed as applicable.
14. **APPROVED SUPPLIERS.** We request that approved suppliers have a valid certificate of registration to a known quality management system standard.
15. **DEFAULT, INSOLVENCY, ETC.** If Seller shall default in any respect or become insolvent or if a petition in bankruptcy or insolvency is filed by or against Seller under State or Federal Law, Solution reserves the

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right to terminate and cancel the Purchase Agreement or any portion of this Order that is not complete at the time of the aforementioned act or acts.

16. **GOVERNING LAW AND JURISDICTION.** This agreement shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to any choice-of-law or conflict-of-law rules of jurisdiction. Seller, for itself and its successors and assigns, hereby expressly and irrevocably consents to the exclusive jurisdiction of the state and federal courts of the State of Ohio for any litigation relating to any matter which is the subject of this agreement. Seller waives objections based on *forum non conveniens* or venue of any such action.
17. **MISCELLANEOUS.** A waiver by Solution of any breach by Seller for any provision of the Purchase Agreement shall not be construed as a waiver of any other breach of provision within the Purchase Agreement. Solution may at any time insist upon strict observance of any or all conditions as stated herein, notwithstanding any previous customer, practice or course of dealing with the contrary. Solution may at any time apply credits, rebates and applied tooling credits for new parts setup due from Seller to Solution towards any amounts Solution owes the Seller under this Purchase Agreement. Sellers Certificate of Liability Insurance to be provided. Seller shall comply with Solution’s Anti-Bribery Policy which can be found at [www.solutionind.com/policies](http://www.solutionind.com/policies).
18. **CONFLICT MINERALS.** Solution supports the humanitarian goals of the United States Dodd-Frank Wall Street Consumer Protection Act, Section 1502 and EU Conflict Minerals Regulation 2017/821 of the European Parliament requiring companies to map their supply chains and publicly report the use of the U.S. Securities and Exchange Commission (SEC) published “Conflict Minerals” tin, tungsten, tantalum and gold (3TG). The purpose of the Act, Regulation and the SEC rule is to end civil conflict and human rights abuses in the Democratic Republic of Congo (DRC), and surrounding DRC Region, committed by armed militant groups denying revenue to groups that derive their funding from the control of mines that produce these Conflict Minerals in the DRC Region. Towards this effort, Solution will comply with the requirements of the Dodd-Frank Act and encourages our manufacturing and distribution suppliers to adopt the same requirements for their businesses. We expect, when manufacturing and distribution suppliers require the use of any of these defined conflict minerals in manufacturing, they will responsibly use sources that are DRC conflict free. At Solution’s request, suppliers shall execute and deliver a written declaration to this effect in the EICC-GeSI Conflict Minerals Reporting Template or an equivalent approved reporting format.

19. Revision History

Revision	Date	Section	Paragraph	Summary of Change	Authorized By
ORG	07/21/2020	All	All	Initial Release	F. Devito
1	07/28/2020	All	All	Updated link	F. Devito
2	08/25/2020	5, 12, 13	5, 12, 13	Additional P.O. Details	F. Devito
3	10/01/2020	18	18	Added conflict minerals notice	F. Devito
4	1/25/2022	1, 17	1, 17	Removed LLC and counterfeit parts prevention policy reference, approval authority updated	T. Vath