

**PURCHASE ORDER TERMS AND CONDITIONS**  
**Catalytic Combustion Corporation**

**General.** These Terms and Conditions, issued by Catalytic Combustion Corporation, a Wisconsin corporation, shall be the exclusive statement of agreement between Buyer and Supplier. Supplier expressly accepts the Terms and Conditions set forth herein and agrees that any additional or different term provided by Supplier (In order acknowledgement, quote or otherwise) will be ineffective, as more particularly set forth herein.

**Definitions.**

"Buyer" shall mean Catalytic Combustion Corporation, the company issuing the Order.

"Supplier" shall mean the company that is receiving the Order.

"Days" shall mean calendar days.

"Force Majeure" shall mean any acts of God, war, fire, flood, strike, labor dispute, accident, riot, act of governmental authority or other contingencies beyond the reasonable, unexpected control of the non-performing party.

"Goods" shall mean the product(s) specified in the Order.

"Order" shall mean the purchase order issued by Buyer to Supplier and any attachments, drawings, specifications, or other documents that are incorporated by reference. However, attempted acknowledgement of the quote, invoice or Order containing terms inconsistent with or in addition to the terms of this document are non-binding unless specifically agreed by Buyer in a separate writing.

"Terms" shall refer to these Terms and Conditions.

"Work" shall mean labor, services, materials, supplies, products, equipment, information, software, systems, data, specifications, or reports issued by Supplier to Buyer in connection with the Order.

**Acceptance.** Any Order issued by Buyer under these Terms shall become a binding contract when accepted by Supplier as set forth herein. Any different or additional terms in any Supplier quotation, acknowledgement, commencement, invoice or other document shall constitute a counteroffer and no binding contract shall exist unless accepted in writing by Buyer. Prior to acceptance, Buyer may, from time to time, change or supplement these Terms. For avoidance of doubt, nothing in these said Terms is intended to supersede the terms of any agreements between Buyer and Supplier that pre-date these Terms. Order shall be deemed accepted by Supplier, subject to these Terms, by shipment of Goods by Supplier, services conducted by Supplier, commencement of Work on Goods by Supplier, written acknowledgement (including email) by Supplier, or any other conduct or actions of Supplier that recognizes the existence of a contract pertaining to the Goods. Supplier's signed acceptance of the Order is not a prerequisite for Supplier's acceptance.

**Exclusive Terms.** When accepted, the Order (including, but not limited to, these Terms) supersedes all prior agreements, purchase orders, quotations, proposals, and other communications between the parties regarding the Goods covered by the Order. Any additional or different terms proposed by Supplier, whether in Supplier's quotation, acknowledgement, invoice or otherwise, are unacceptable to Buyer, are expressly rejected by Buyer, and shall not become part of the Order. Any such proposed additional or different terms shall not operate as a rejection by Supplier of the Order. Any modification of these Terms must be expressly stated in the Order.

**Supplemental Terms and Conditions.**

- (a) Equipment Terms: In addition to being governed by these Terms, each Order for the purchase of equipment, machinery, dies, molds, patterns, jigs, fixtures, and/or tooling and any related installation, maintenance, warranty, or other services (collectively, "Equipment") shall be governed by Buyer's Equipment Rider (the "Equipment Rider") available upon request and expressly incorporated herein by reference. In the event of an inconsistency between these Terms and the Equipment Rider, the Equipment Rider shall control as to such Equipment.
- (b) Service Terms: In addition to being governed by these Terms, each Order for the purchase of services shall be governed by Buyer's Services Rider (the "Services Rider") available upon request and expressly incorporated herein by reference. In the event of an inconsistency between these Terms and the Services Rider, the Services Rider shall control as to such services.

**Modifications.** Buyer may at any time, by written notice to Seller, make changes within the general scope of the Order in any one or more of the following: (i) drawings, designs, scope of supply, or specifications where the Goods to be furnished are to be specifically manufactured for Buyer; (ii) method of shipment or packaging; (iii) place and time of delivery, including delivery suspension; (iv) amount of Buyer's furnished Goods; (v) quality; (vi) quantity, including but not limited to cancelation of remaining Goods; (vii) scope or schedule of such items. If any changes cause an increase or decrease of cost, or the time required for the Work to be completed under the Order, a mutually agreed upon equitable adjustment under this clause will be deemed waived unless asserted within sixty (60) days from Supplier's receipt of the change or suspension

notification. During the Work of the Order, Supplier shall not make any changes in the design of work to be furnished by Supplier under the Order without advanced written notification to and written approval by Buyer.

**Inspection.** Products and materials hereunder are subject to inspection and approval at Buyer's destination. Buyer may return any products and materials which are defective, unsatisfactory, or of inferior quality or workmanship, or which fail to meet the specifications or other requirements of this Order. Such products and materials shall, unless used by Buyer, remain the property of Supplier and may be returned at Supplier's risk and expense. Supplier shall reimburse Buyer for all prior payments thereof and costs incurred in connection with delivery or return of such products and materials.

**Warranty.** Supplier expressly warrants to Buyer that all products and materials covered by this Order (i) do not violate any patent, trademark, copyright, or other intellectual property right; (ii) shall conform with all specifications, drawings, models, dimensions, statements on containers or labels, descriptions, and samples furnished to or by Supplier; (iii) shall conform to all industry standards; (iv) shall be new and free from defects in design, materials used, and workmanship; and (v) shall be adequately contained, packaged, marked, and labeled. Supplier also expressly warrants to Buyer that (i) Supplier has the right, power, and authority to sell and transfer the products and materials to Buyer; (ii) the sale and transfer will not conflict with, be a violation of, or be prohibited in any way by any agreement under which Supplier is subject to or bound by; and (iii) good title to such products and materials shall be conveyed to Buyer as the sole owner, free and clear of all liens, encumbrances, pledges, charges, security interests, and claims. All of the above-mentioned warranties shall survive delivery, inspection, testing, acceptance, use, and payment by Buyer, and shall inure to the benefit of Buyer, its successors, assigns, and users. These warranties may not be limited or disclaimed except as provided in this Order. Supplier shall provide to Buyer all manufacturers' warranties to the extent possible which shall inure to the benefit of Buyer.

**Proprietary Information.** All designs, tools, patterns, drawings, information, data, knowledge, and equipment supplied by Buyer in connection with this Order are reserved solely for, and will remain the property of, Buyer. Consequently, Supplier shall not disclose, copy, reproduce, or use any such item without first obtaining Buyer's written consent, which consent may be granted or withheld in Buyer's sole discretion.

**Forecast Disclosure.** From time-to-time Buyer may provide Supplier with future demand estimates, forecasts, or projections. Supplier acknowledges that any such information provided are to be used for informational purposes only and may change over time based on several economic and business factors. Buyer makes no commitment, guarantee or representation of any kind regarding any such forecasts provided to Supplier, including the respect to the accuracy or completeness of such forecasts. Supplier shall not interpret such demand estimates, forecasts, or projections as a commitment or intent to purchase said quantities.

**Delivery.** Time and quantities are of the essence under the Order. Supplier agrees to 100% on time delivery of the Goods in the quantities and at the times specified by Buyer as stated in the Order and any related agreements. Supplier shall notify Buyer immediately of any situation that may delay or threaten the timely delivery and/or Work of any Order. In such event, Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which entitles Supplier to modify the price for Goods. Buyer is not obligated to accept early deliveries, late deliveries, partial deliveries, or excess deliveries. Any or all of the Order may, at Buyers option, be canceled without liability by Buyer, if delivery is not made as or when specified in said Order and these Terms.

- (a) Late Delivery: If Goods are not delivered by the agreed-upon time, then all resulting damages suffered by Buyer, including but not limited to, the cost of expedited transportation, or other damages incurred by Buyer resulting from late delivery will be Supplier's responsibility and Supplier will indemnify, defend and hold harmless Buyer from such damages as set forth herein.
- (b) Shipment/Delivery Delay: Supplier will, upon Buyer's request, suspend shipment and delivery of Goods for such timeframe that Buyer directs. Buyer may change the timing of scheduled shipments or direct temporary suspension of scheduled shipments without entitling Supplier to a price adjustment or other compensation.
- (c) Partial or Excessive Quantity Deliveries: Supplier is not entitled to make partial deliveries unless Buyer has expressly provided previous approval of such partial deliveries in writing. If Supplier delivers a quantity more than the quantity ordered, Buyer shall not be responsible for taking delivery of or sorting or maintaining such excess quantities and shall further be entitled to return any such excess quantities to Supplier at Supplier's expense.

**Termination.** Buyer may terminate all or any part of this Order for convenience at any time by written notice to Supplier. Buyer's liability upon such termination will be limited to reasonable termination charges mutually agreed upon by Buyer and Supplier per the terms set forth below. Cancellation charges will be limited to the material and labor costs incurred by Supplier to carry out the production of the Order, not to exceed the original Order sales value, up until the effective date of the termination notice. Proof of such labor and material costs may at any time be required by Buyer for the determination of reasonable cancellation charges. If Supplier is unable to provide such documentation, the cancellation charges will be invalid. In respect to the termination, all cancellation charges will not exceed the actual costs incurred by Supplier in respect to carrying out the Order obligations.

**Packaging and Transportation.** Unless otherwise specified on the front of this Order, all prices herein shall include all packaging and transportation costs and established as prepaid, F.O.B. Destination. Supplier shall make reasonable efforts to secure the lowest transportation cost and Buyer shall have the right at any time, with reasonable notice to Supplier, to change the transportation carrier, Terms, or method of transportation at the Buyer's discretion. All products and materials hereunder shall be packed and shipped by Supplier in accordance with Buyer's instructions. In the event packing requirements are not provided by Buyer, Supplier shall pack the Goods in accordance to sound commercial standards to ensure that no damage shall result from weather, transportation, mode of transportation or the Terms of transportation referenced in the Order. Supplier shall reimburse Buyer for any liabilities, expenses, and costs incurred as result of Supplier's improper packaging, marking, routing, or shipping or any other non-compliances of this section. All shipping documents shall be free of pricing or any other Buyer's proprietary or confidential information.

**Pricing.** The prices set forth in any Order shall not be increased without Buyer's prior written consent. In addition, the price of Goods stated on the Order is to be complete and free of surcharges, premiums, or other additional charges of any type whatsoever, unless specifically approved by Buyer in writing. If a price is not stated for any Goods and/or services in any Order, Supplier shall invoice such Goods and/or services at their current list price less any applicable price discounts. If, at any time during the production of an Order, Supplier shall quote or sell similar Goods and/or services under similar conditions and in similar quantities at lower net prices, such lower prices shall be substituted for the prices identified in said Order. The price set forth in any Order shall include all duties, tariffs, and taxes.

**Invoicing and Payment.** Supplier shall issue an invoice to Buyer on or at any time after the completion of the delivery and only in accordance with the Terms set forth in the Order. Unless otherwise specified on the front of the Order, Buyer shall make payments for invoices received within ninety (90) days from the receipt of a properly prepared invoice.

**Force Majeure.** Neither party shall be liable to the other for failure to produce, sell or deliver any Goods set forth in the Order if such failure is caused by Force Majeure. If Supplier fails to provide adequate assurances that the Force Majeure delay will not exceed 30 days, or if any delay lasts more than 30 days, Buyer may terminate the order without any liability whatsoever to Supplier or obligation to purchase raw materials, work-in-process, or finished goods.

**Governing Law, Jurisdiction, and Venue.** This transaction shall be governed by, and this order shall be construed and enforced in accordance with the laws of the State of Wisconsin. With respect to any action instituted by Supplier Buyer relating to this Order, the parties accept the exclusive jurisdiction of the courts of the State of Wisconsin, and agree that venue shall lie exclusively in Chippewa County, Wisconsin.

**Indemnification.** Supplier releases and shall indemnify, defend and hold harmless Buyer, and any representatives acting on behalf from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liabilities, interest, reasonable attorney fees, costs, and expenses of whatsoever kind of nature, including those arising from injury or death of Suppliers employees, whether arising before or after delivery of the Goods or completion of the services pursuant hereto and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, or claimed to be caused occasioned or contributed to in whole or in part by any reason of any fact, omission, fault, or negligence, whether active or passive of Supplier, its subcontractors or anyone acting under its direction or control or on its behalf in connection with or incidental to the Work of any Order.

**Severability.** If any provision or part hereof, or the application of the same under certain circumstances is held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Order or the application of such provision shall not be affected thereby to the maximum extent permitted by law.

This contractor and subcontractor shall abide by the requirements of 41 CFR sections 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

This contractor and subcontractor shall abide by all provisions of Executive Order 13496 and all relevant rules, regulations, and orders in regard to Executive Order 13496.