



Innova Engineered Plastics

SUPPLIERS AND SUBCONTRACTORS
PURCHASE ORDER STANDARD TERMS AND CONDITIONS

The following Terms and Conditions shall be applicable to all products, services, materials, supplies, and all other tangible and intangible items (collectively, "Products and Services") contained within the Purchase Order:

ThermoFab Operating Company, LLC and/or its wholly owned subsidiaries ThermoFab Mexico LLC and Polycraft Tech, LLC, collectively d/b/a Innova Engineered Plastics (collectively, "Buyer"), requires its suppliers, vendors and subcontractors (collectively, "Seller") to:

- a. Notify Innova Engineered Plastics of any instance of non-conforming Product it has found regarding Innova Engineered Plastics materials.
- b. Retain any appropriate material records in regards to the requested material.
- c. Provide Innova Engineered Plastics personnel, or designate, access to the facility pertaining to this Purchase Order.

1. ACCEPTANCE

BY SHIPPING THE ABOVE GOODS OR BY ACKNOWLEDGING RECEIPT OF THIS PURCHASE ORDER OR BY PERFORMING THE ABOVE WORK SELLER AGREES TO THE TERMS AND CONDITIONS OF PURCHASE SET FORTH HEREIN. INNOVA ENGINEERED PLASTICS OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS IN SELLER'S ACCEPTANCE OF THIS OFFER. ANY ADDITIONAL TERMS OR CONDITIONS CONTAINED ON ANY SELLER INVOICE OR PACKING SLIP SHALL NOT BE BINDING ON BUYER, AND NO ACTION BY BUYER (INCLUDING THE PAYMENT OF ANY SUCH INVOICE IN WHOLE OR IN PART) SHALL BE CONSTRUED AS BINDING BUYER WITH RESPECT THERETO. ANY ADDITIONAL TERMS OR CONDITIONS CONTAINED ON ANY BUYER PURCHASE ORDER OR ANY SELLER INVOICE OR DELIVERY MANIFEST (SHALL NOT BE BINDING ON BUYER.

2. PRICES

Seller hereby represents and warrants to Buyer that the Purchase Price for each Product or Service hereunder shall not exceed the lowest Purchase Price for such Products or Services offered by Seller to any of its other reseller customers for substantially equivalent purchases on substantially equivalent terms. Buyer shall not be billed for, nor shall Buyer have any obligation to pay, any charge or amount not specifically authorized in Buyer's duly issued Purchase Order. All decreases in Purchase Prices shall be immediately effective as to all outstanding Purchase Orders for Products or Services not yet shipped to Buyer and all future Purchase Orders. In addition, in the event of a Purchase Price decrease, Seller will grant to Buyer a credit with respect to Products or Services then in Buyer's inventory in an amount equal to the difference between the Purchase Price paid by Buyer for such Products or Services and the reduced Purchase Price for the Products or Services; less any previously issued credits. No increase in Purchase Prices hereunder shall be effective as to any Purchase Order issued prior to expiration of the notice period required hereunder for



such increase. Seller shall honor all Purchase Prices prevailing hereunder at the time Buyer issues its Purchase Order.

3. TAXES

Unless otherwise specified, the prices set forth in this Purchase Order do not include all applicable federal, state, and local taxes. All such taxes shall be stated separately on Seller's invoice. Buyer shall only pay and be responsible for all taxes that are measured directly by the Purchase Price payments made by Buyer to Seller for the Products or Services hereunder and which Seller is legally required to collect and pay over to tax authorities. The taxes for which Buyer is responsible hereunder shall include sales, use and excise taxes, but shall exclude, without limitation, Seller's franchise or business taxes, taxes based on Seller's net income or gross receipts, and taxes from which Buyer is exempt by law as shown by a valid tax exemption certificate, when such a certificate is required.

4. PACKAGING AND SHIPMENT

Unless otherwise specified, when the price of this Purchase Order is based on the weight of the ordered supplies such price is to cover net weight of material ordered only and no charges will be allowed for boxing, crating, handling damage, carting, drayage, storage, or other packing requirements. Unless otherwise specified, all supplied shall be packed, packaged, marked, and otherwise prepared for shipment in a manner which is (a) in accordance with good commercial practice, (b) acceptable to common carriers for shipment at the lowest rate for the particular supplies and in accordance with I.C.C. regulations, and (c) adequate to ensure safe arrival of the supplies at the named destination. Seller shall mark all containers with necessary lifting, handling, and shipping information and purchase order numbers, date of shipment, and the names of the consignee and consignor. An itemized packing sheet must accompany each shipment. No partial or complete delivery shall be made hereunder prior to the date or dates shown unless Buyer has given prior written consent.

Changes in materials or processes shall not be made without prior written notification to Buyer's Purchasing Department. Seller shall maintain adequate documentation of the manufacturing process to include the date, persons method of manufacturing and identifications of all raw materials, which shall be subject to Buyer's review upon demand. Multiple lot shipments must first be approved by the Buyer's Purchasing Department; each separate lot must be packaged and identified separately. Seller to provide manufacturer's lot number on all packing slips.

5. BILLING AND PAYMENT

a. Billing; Invoices. Seller shall invoice Buyer for all Products and Services at the time of shipment or performance. Seller shall issue a separate invoice for each Purchase Order containing the following information ("Invoice(s)"): (i) the SKU number, description and quantity of Products ordered or Services provided; (ii) the quantity of Products shipped; (iii) the Delivery Destination; (iv) the Purchase Order number, (v) the Purchase Price for each Product; (vi) the total Purchase Price for the Purchase Order; and (vii) any applicable

taxes, Freight Charges, and discounts. All Invoices, bills of lading, and freight bills for the Products shall be delivered to Buyer at the address specified by Buyer.

b. Payment. Subject to the terms and conditions contained herein, Buyer will remit payment of the Purchase Price due hereunder (less any applicable discounts or offsets) for each conforming Product or Service within forty five (45) days of the Invoice date; provided however, that the Invoice date shall not be earlier than the date the Products are actually shipped from the agreed to delivery point to Buyer or the Services are actually completed.

6. PRODUCT DOCUMENTATION

Seller shall enclose with each shipment of Products, one (1) complete up-to-date set (in electronic or paper format) of its standard user manuals, technical manuals setting forth pertinent information relating to the operation, installation and maintenance of Products, including all warranties and Product warnings, for each Product shipped (collectively, "Product Documentation"). Buyer shall have the right to use, reproduce, translate and disclose information contained in the Product Documentation to its customers for marketing, maintenance and repair of Products and for such other purposes as Seller may expressly authorize in writing. Seller shall be required to supply product manuals and documentation in the specific language required by Buyer at no additional cost to Buyer. In the event Seller provides software as part of the Products, at the expiration of the Software Warranty Period, Seller shall continue to provide to Buyer or Buyer's customer, as applicable, all updates that Seller provides to its customers generally at no additional charge. If Seller offers support contracts for a particular Software Product, that Seller shall offer to Buyer or Buyer's customer, as applicable such support contracts on commercially reasonable terms, including price, including providing software updates and upgrades, where applicable.

7. F.O.B. DESTINATION POINT

Unless otherwise specifically provided on the face of this Purchase Order, the supplies called for hereunder shall be delivered on an F.O.B. destination point basis. For both domestic and international shipments, all risk of loss or damage in transit shall be borne exclusively by Seller which shall be responsible for filing any claims against the carrier. For all international shipments, Seller shall be listed as the exporter of record and be responsible for export clearance together with all costs associated therewith. Buyer shall not incur liability of any kind due to any delay or failure to deliver for any reason.

8. WARRANTIES

- a. Seller expressly warrants that all supplies delivered hereunder shall be free from defects in workmanship, material and manufacture, shall comply with the requirements of this Purchase Order, including any drawings or specifications incorporated herein or samples furnished by Seller; and where design is Seller's responsibility to be free from defects in design Seller further expressly warrants all supplies purchased hereunder shall be of merchantable quality and shall be fit and suitable for the purposes intended by Buyer. The foregoing warranties shall

constitute conditions and are in addition to all other warranties, whether express or implied, and shall survive any delivery inspection, acceptance, or payments by Buyer.

- b. If any supplies delivered hereunder do not meet the warranties specified herein or otherwise applicable, Buyer may, at its option (i) require the Seller to repair or replace at no cost to Buyer any defective or non-conforming supplies, or (ii) return such defective or nonconforming supplies at Seller's expense to the Seller and recover from the Seller the Purchase Price thereof including all applicable charges associated therewith, or (iii) correct the defective or nonconforming supplies itself and charge Seller with the cost of such correction. The foregoing remedies are in addition to all other remedies at law or in equity or under this Purchase Order and shall not be deemed to be exclusive. All warranties shall run to the Buyer and to its customers.
- c. Buyer's approval of the Seller's material or design shall not relieve the Seller of the warranties set forth in this clause, nor shall it constitute a waiver by Buyer of any drawing or specification requirement for one or more of the items for the remaining items to be delivered hereunder unless so stated by Buyer in writing. The provisions of this clause shall not limit or affect the rights of Buyer under the clause entitled "INSPECTION".

9. INSPECTION

a. Inspection and Testing. The whole of the materials goods, parts and services (collectively, "Goods") being provided by Seller will be subject to inspection and testing by Buyer and Seller shall make specimens available to Buyer upon request for purposes of Buyer's inspection and testing. The Buyer's approval or the passing of any such inspection or test will not, however; prejudice the right of Buyer to reject the Goods if they fail to comply with the specification when manufactured or to give complete satisfaction in service. The costs of all tests and inspection shall be borne by the Seller and shall be deemed to be included in the contract price. Adequate notice shall be given when the Goods are ready for inspection or test, and access to every facility shall be provided to Buyer and its inspectors to enable Buyer to carry out the necessary inspections and tests. Copies of all principal test records and test certificates shall be supplied to the Buyer for all tests carried out in accordance with the provisions of the contract.

b. Final Inspection. Notwithstanding any prior inspection payments, all items shall also be subject to final inspection and acceptance at Buyer's facility (or the facility of Buyer's customer) within a reasonable time after delivery. In case any item is defective in material or workmanship, or otherwise not in conformity with the requirements of this Purchase Order, Buyer shall have the right either to reject it, require its correction, or accept it with an adjustment in Purchase Price. Any item which has been rejected or required to be corrected shall be replaced or corrected by, and at the expense of, the Seller promptly after notice. If after being requested by Buyer, the Seller fails to promptly replace or correct any defective item within the delivery schedule, Buyer (i) may, by, contract or otherwise,

replace or correct such item and charge to the Seller the cost occasioned thereby, (ii) may, without further notice, terminate this Purchase Order for default in accordance with the clause thereof entitled "TERMINATION FOR DEFAULT", (iii) may require an appropriate reduction in price.

10. CHANGES

Buyer may, free of charge, reschedule the delivery date for any Product or Service at least two (2) business days prior to Seller's shipment thereof by providing Seller with notice thereof (the "Rescheduling Notice") electronically, by facsimile, or by mail. The new delivery date specified in such Rescheduling Notice shall then become the new delivery date for the Purchase Order, which shall in all other respects remain in full force and effect. Seller may not reschedule the delivery date without Buyer's consent. The Buyer may at any time, by a written order and without notice to sureties or assignees, suspend or terminate performance hereunder for convenience, increase or decrease the ordered quantities, or make changes within the general scope of this Purchase Order in any one or more of the following:

- a. applicable drawings, designs, or specifications;
- b. method of shipment or packing and/or,
- c. place of delivery.

Seller is responsible for ensuring that the current drawing revision is used, specified on the Purchase Order. The Seller shall not make changes to the part numbers enclosed on this Purchase Order without the advanced notice and consent of Buyer.

If any such change causes an increase in the cost or the time required for performance of this Purchase Order, modified in writing accordingly. No claim by the Seller for adjustment hereunder shall be valid unless asserted within twenty (20) days from the date of receipt by the Seller of the notification of change; provided, however, that such period may be extended upon the written approval of the Buyer. However, nothing in this clause shall excuse the Seller from proceeding with the Purchase Order as changed or amended.

11. QUALITY MANAGEMENT SYSTEM

a. Seller shall implement and maintain a Quality Management System (QMS) which shall address all products and services covered by this Purchase Order. The subcontractor shall document the QMS and its implementation in a Quality Assurance Plan (QAP) and shall prepare the QAP so that it complies with or is equivalent to the quality requirements specified in ISO 9001 and equivalents to ISO 9001 require Buyer's concurrence.

b. Seller shall demonstrate compliance with ISO 9001 or equivalent by either maintaining an independent ISO 9001 registration with an accredited registrar or equivalent or by submitting to semiannual quality management system audits by Buyer or its designated representative. Seller must notify Buyer within 30 days of any change in their certification status.

c. Compliance by Seller shall be demonstrated by making available upon request a copy of Seller's current registration certificate or the results of any audit performed in order to maintain its quality system certification.

d. Deviation from this requirement may only be granted on a case by case basis. However, Seller must notify Buyer in writing immediately of any deviation from this requirement, and Buyer's approval must be received in writing to be effective.

12. COUNTERFEIT PARTS DETECTION AND AVOIDANCE SYSTEM REQUIREMENTS

Seller shall not furnish Counterfeit Parts, which are defined as unauthorized copies, imitation, substitute or modified parts (e.g. materials, parts, components, subassemblies) which are misrepresented as a specified genuine part(s) of an original or authorized manufacturer. Counterfeit Parts can include, but are not limited to, the false identification of marking or labeling, grade, serial number, lot number, date code, documentation or performance characteristics, including used parts represented as new. Counterfeit and Suspect Counterfeit Parts shall be deemed nonconforming to this Purchase Order. A Suspect Counterfeit Part is a part for which there is objective and credible evidence indicating that it is likely counterfeit. Seller shall plan, implement and control processes appropriate to the organization and the products for the prevention of Counterfeit or Suspect Counterfeit Part use and their inclusion in Goods. Seller's Counterfeit Parts prevention processes shall address the following:

- (i) Training of appropriate persons in the awareness and prevention of Counterfeit Parts;
- (ii) Application of a parts obsolescence monitoring program;
- (iii) Controls for acquiring externally provided product from original or authorized manufacturers, authorized distributors, or other approved sources;
- (iv) Requirements for assuring traceability of parts and components to their original or authorized.
- (v) Verification and test methodologies to detect counterfeit parts;
- (vi) Monitoring of counterfeit parts reporting from external sources;
- (vii) Quarantine and reporting of suspect or detected counterfeit parts, including preventing reentry into the supply chain.

If Seller becomes aware or suspects that it has furnished Counterfeit or Suspect Counterfeit Parts to Buyer, Seller promptly, but in no case later than thirty (30) days from discovery, shall notify Buyer and replace, at Seller's expense, such Counterfeit Parts or Suspect Counterfeit Parts with goods that conform to the requirements of this Purchase Order. Seller shall be liable for all costs related to the delivery or replacement of Counterfeit Parts or Suspect Counterfeit Parts including any testing or validation costs necessitated by the installation of Goods in replacement of Counterfeit Parts or Suspect Counterfeit Parts. Seller bears responsibility for

procuring authentic parts or items from its subcontractors and shall ensure that all such subcontractors comply with the requirements of this Section. Seller shall include the substance of this Section, including this flow-down requirement, in all subcontracts awarded by Seller for work under this Purchase Order.

13. RECORDS RETENTION

Seller shall maintain books, records, documents, and other evidence pertaining to this Purchase Order and orders placed by Buyer under it to the extent and in such detail as shall adequately reflect contract performance and administration of purchases, payments, taxes, and fees. Contractor shall retain such records for a period of ten (10) years following expiration or termination of this Purchase Order or final payment for any order placed by Buyer, whichever is later; Provided, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

14. TERMINATION FOR DEFAULT

- a. TIME IS OF THE ESSENCE for the performance of this Purchase Order. Buyer may, by written notice, terminate this Purchase Order in whole or in part if the Seller fails: (i) to make delivery of the items or to perform the Services within the time specified herein, or (ii) to replace or correct defective items in accordance with the provisions of those clauses hereof entitled "WARRANTY" and "INSPECTION", or (iii) to perform any of the other provisions of this Purchase Order or so fails to make sufficient progress as to endanger performance in accordance with its terms. The Buyer is the sole judge under such circumstances.
- b. In the event of terminations pursuant to this clause, Buyer may procure, upon such terms and in such manner as Buyer may deem appropriate, supplies or services similar or substantially similar to those so terminated, and the Seller shall be liable to Buyer for any excess costs occasioned Buyer thereby, provided that the Seller shall continue the performance of this Purchase Order to the extent not terminated.
- c. If this Purchase Order is terminated pursuant to paragraph (a), Buyer, in addition to any other rights provided herein, may require the Seller to transfer title and deliver to Buyer, in the manner and to the extent directed by Buyer, (i) any completed items and (ii) such partially completed items and materials as the Seller has produced or acquired for the performance of the terminated part, and the Seller shall upon direction of Buyer, protect and preserve property as listed in this paragraph, in the possession of Seller. Payment for completed items delivered to and accepted by Buyer shall be in an amount agreed upon by the Seller and Buyer (not to exceed the Purchase Order price) Seller's obligation hereunder to carry out Buyer's direction as to delivery, protection and preservation shall not be contingent upon prior agreement as to such amount.
- d. Failure of Buyer to enforce any right under this clause shall not be deemed a waiver of any right hereunder. The rights and remedies of Buyer under this clause shall not

be exclusive and are in addition to any other rights and remedies provided by applicable law or under this Purchase Order.

15. TERMINATION FOR CONVENIENCE

- a. Buyer may terminate, for convenience, work under this Purchase Order in whole or in part, at any time by written or telegraphic notice. Upon any such termination, Seller shall, to the extent and at the time specified by Buyer, stop all work on this Purchase Order, place no further orders hereunder, terminate work under orders outstanding hereunder assign to Buyer all Seller's interest under terminated subcontracts and orders, settle all claims thereunder after obtaining Buyer's approval, protect all property in which Buyer has or may acquire an interest, and transfer title and make delivery to Buyer of all Products, materials, work in process, or other things held or acquired by Seller in connection with the terminated portion of this Purchase Order. Seller shall proceed promptly to comply with Buyer's directions respecting each of the foregoing without awaiting settlement or payment of its termination claim.
- b. Within six (6) months from such termination, Seller may submit to Buyer its written claim for termination charges, in the form and with the certifications prescribed by Buyer, it being understood and expressly agreed that no profit margin charge shall be permitted, even if it appears Seller would have sustained a loss on the Purchase Order. Failure to submit such claim within such time shall constitute an affirmative waiver of all claims and a full and non-negotiable release of all Buyer's liability arising out of such termination.
- c. The parties may agree upon the amount to be paid Seller for such termination. If they fail to agree, Buyer shall pay Seller the amount due for Products, delivered prior to termination and in addition thereto but without duplication shall pay the following amounts:
 - i. The Purchase Price for all Products completed in accordance with this Purchase Order and of previously paid for;
 - ii. The actual costs incurred by the Seller which are properly allocable or apportionable under recognized commercial accounting practices to the terminated portion of this Purchase Order and sum constituting a fair and reasonable profit on such costs. However, if it appears Seller would have sustained a loss on the Purchase Order, no profit shall be allowed under this subparagraph (ii), and an adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss.
 - iii. The reasonable costs of the Seller in making settlement hereunder and in protecting property in which Buyer has or may acquire an interest.
- d. Payments made under paragraph 10(c) exclusive of payment under subparagraph (iii) shall not exceed the aggregate price specified in this Purchase Order, less payments otherwise made or to be made. There shall be excluded from any amounts payable to Seller under this Section 10 all amounts payable in respect to property lost, damaged, stolen or destroyed prior to delivery to Buyer.

- e. The foregoing paragraphs (a) through (d) inclusive, shall be applicable only to termination for Buyer's convenience and shall not affect or impair any right of Buyer to terminate this Purchase Order for Seller's default in the performance hereof.

16. COMPLIANCE WITH LAWS

The Seller warrants that no law, rule or regulation of the United States, a state or any other governmental agency has been, or will be, violated in the manufacture or sale of the items or in the performance of Services covered in this Purchase Order, including transportation, and will defend and hold the Buyer harmless from loss, cost or damage as a result of any actual or alleged violation.

17. ADDITIONAL COMPLIANCE PROVISIONS

- a. Scope. All of the compliance provisions set forth below shall apply to the Agreement and any related Exhibit, Schedule or Statement of Work.
- b. No Improper Means of Obtaining Business. Buyer and Seller intend that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion or kickbacks, or other unlawful or improper means of obtaining business.
- c. No Bribes. Seller will not, directly or indirectly, pay, offer, authorize or promise any monies or anything of value (such as gifts, contributions, travel, or entertainment) to any person or organization, including any employee of Seller's or Buyer's customers, or any "Government Official" (which includes any employee or official of any governmental authority, government owned or controlled entity, public international organization or political party; or any candidate for political office) for the purpose of improperly influencing their acts or decisions. Seller will take appropriate actions to ensure that any person representing or acting under its instruction or control ("Seller's Agents") will also comply with this Section.
- d. No Kickbacks. No part of the payment of any amounts payable under this Agreement will be distributed to Buyer, its affiliates or customers, or any of its employees or their family members.
- e. No Conflicts. Seller represents that it does not have any reason to believe that there are any potential conflicts of interest regarding its relationship with Buyer, such as family members who could potentially benefit from the commercial relationship established by this Agreement; and neither Seller, nor any of Seller's Agents, are or have any family members who are Government Officials in a position to influence Seller's commercial relationship with Buyer.
- f. Accurate Books and Records. Seller will maintain complete and accurate books and records in accordance with generally accepted accounting principles in Seller's jurisdiction, consistently applied, properly and accurately recording all payments made by Seller or Seller's agents in performance of this Agreement or related to it, and any commission, compensation, reimbursement, or other payment made by or on behalf of Buyer to Seller or Seller's agents. All Books and Records shall be available for inspection, copying, and audit by Buyer or its designee during Seller's normal business hours on

reasonable notice throughout the Term and for three (3) years thereafter for the purpose of verifying Seller's compliance with the terms hereof. Buyer shall bear and pay for the cost of any such audit of Seller's Books and Records unless such audit discloses errors in excess of five percent (5%) in favor of Buyer, in which case the cost of the audit shall be borne by Seller.

g. Notification. Seller will notify Buyer promptly if (i) Seller or any of Seller's agents have reason to believe that a breach of this Section has occurred or is likely to occur; or (ii) if any conflicts of interest arise after the signing of this Agreement, including if any of Seller's agents or their family members become a government official or political party

h. Compliance Certification. Seller will, when and as may be requested by Buyer from time to time, provide to Buyer a written certification in form and substance satisfactory to Buyer that Seller is in compliance with this Section.

i. No Payments for Improper Activities. Buyer will not be required under any circumstances to take any action or make any payments that Buyer believes, in good faith, would cause it or its affiliated companies to be in violation of any "Anti-Corruption Laws" (Anti-Corruption Laws include, collectively, the United States Foreign Corrupt Practices Act, laws under the OECD Anti-Bribery Convention and local anti-corruption laws). If Buyer at any time believes, in good faith, that a breach of any of the representations and warranties in this Section has occurred or may occur, Buyer may withhold any commission, compensation, reimbursement, or other payment until such time as Buyer has received confirmation to its reasonable satisfaction that no breach has occurred or will occur. Buyer shall not be liable to Seller for any claim, losses, or damages whatsoever related to Buyer's decision to withhold any commission, compensation, reimbursement, or other payment under this provision.

j. Audit Rights. If Buyer at any time believes, in good faith, that Seller has breached the warranties, representations or agreements in this Section, then Buyer will have the right to audit Seller's books and records related to this Agreement in order to verify Seller's compliance with the provisions of this Section. The audit will be performed by individuals selected by Buyer. However, upon request by Seller, Buyer will select in its sole discretion an independent third party to conduct an audit in order to certify to Buyer that no breach has occurred or will occur. Seller will fully cooperate in any audit conducted by or on behalf of Buyer.

k. Termination Rights. Any breach of the warranties, representations or agreements in this Section will constitute grounds for immediate termination of this Agreement for cause by Buyer and no commission, compensation, reimbursement or other payment will be due to Seller. Seller will indemnify and hold Buyer harmless against any actions, legal claims, demands, proceedings, losses, damages, costs, expenses and other liabilities of whatever nature resulting from Seller's breach of the representations, warranties and agreements contained in this Section.

l. Data Privacy Consent. Seller consents to the collection, processing and international transfer of data and information related to the business relationship between it and Buyer, including the transfer of personally identifiable data (for example names, email addresses, telephone numbers) to and between Buyer and its affiliates wherever they may be located, for the purposes of allowing Buyer and its affiliates to evaluate Seller's experience and

qualifications and implement any business. Seller has the right to: (a) request access to this data; (b) rectify or cancel any inaccurate or expired data; and (c) object to any processing that does not conform to these purposes. Seller may exercise its rights by writing to Buyer.

18. INDEMNITY AND INSURANCE

a. Indemnity. Seller shall be solely liable for, and shall defend, indemnify, and hold Buyer, its affiliates, and all of their respective directors, officers, employees, agents, and independent contractors (all of the foregoing entities and individuals being collectively referred to herein as the “Indemnitees”) harmless from and against any and all damages, liabilities, injuries, losses, and costs (including reasonable attorneys and experts fees at trial and on appeal), and expenses (collectively, “Liability”) which may be incurred by, asserted against, or recoverable from any Indemnitee as a result of any actual or threatened action, suit or proceeding arising out of or relating to any of the following:

(i) a defect in the Products in the form delivered to Buyer (whether in design, materials, workmanship, or otherwise), including any products liability claim and all claims based on strict liability in tort, excluding any claim of damages suffered from a third party as a result of a failure of a Product to perform in accordance with its Specifications (the sole remedy for which shall be the Performance Warranty);

(ii) any claim or allegation that any Product, the resale thereof for its intended use and the intended use thereof infringes or misappropriates the patent, copyright, trademark or trade secret rights of any third party; and,

(iii) any damages, penalties, fines, attorney’s fees, or other losses of whatever kind or nature resulting from, or arising out of, any violations by Seller of any applicable laws or regulations governing international transactions or activities including, but not limited to, export controls, import controls, customs regulations, trade embargoes and other trade sanctions, and laws governing unlawful boycotts and payments to foreign government officials.

The foregoing indemnification obligations shall not be limited by the amount or existence of insurance maintained or provided by Seller.

c. Indemnification Procedure. Buyer or its relevant affiliate (each, an “Indemnitee”) shall promptly notify Seller of any claim, suit, demand, action or cause of action brought by a third party against such Indemnitee for which such Indemnitee is entitled to indemnification from Seller pursuant to this Section (each, a “Third Party Claim”), and any delay or failure to provide such prompt notice shall relieve Seller of liability for indemnification of such Third Party Claim hereunder only to the extent (if any) that Seller is prejudiced by such delay or failure. The Indemnitee shall provide Seller with any assistance and cooperation reasonably requested by Seller in writing to defend the Third Party Claim. Seller shall have sole control over the defense and settlement of each Third Party Claim using counsel reasonably satisfactory to the Indemnitee, except that Seller shall not settle any Third Party Claim without first obtaining the Indemnitee’s prior written consent unless (i) such settlement would not reasonably be expected to have an adverse effects on Buyer, its business or end user customers. If Seller fails to retain counsel or otherwise defend any Third Party Claim in breach of this Agreement and despite notice to Seller, the Indemnitee may, if necessary to prevent any judgment, default or adverse ruling

from being entered against it on such Third Party Claim, in the Indemnitee's reasonable discretion, defend or settle such Third Party Claim at Seller's sole cost and expense. The Indemnitee shall not unreasonably withhold, condition or delay its consent to any settlement of any Third Party Claim; provided, however, that Seller shall retain control over the defense and settlement of the Third Party Claim.

d. Limitation of Liability. Notwithstanding anything to the contrary in this Agreement:

(i) EXCEPT FOR A PARTY'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY (INCLUDING A LOSS OF DATA), AND FOR LIABILITY OWED TO A THIRD PARTY FOR A CLAIM THAT IS SUBJECT TO INDEMNIFICATION UNDER THIS SECTION, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES HEREUNDER FOR ANY CONSEQUENTIAL DAMAGES (INCLUDING ANY AND ALL SUCH DAMAGES FROM BUSINESS INTERRUPTION, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL OR LOSS OF USE OF ANY PROPERTY OR CAPITAL), EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

(ii) TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY, REGARDLESS OF WHETHER SUCH CONSEQUENTIAL DAMAGES ARISE FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), BY OPERATION OF LAW OR OTHERWISE.

(iii) EACH SELLER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ANY DIRECT DAMAGES SHALL NOT EXCEED THE PURCHASE PRICE PAID OR PAYABLE BY ALL BUYERS TO SUCH SELLER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY.

e. Exclusions. Notwithstanding anything in this Agreement to the contrary, Section 15(d) shall not apply to (and each party shall retain unlimited liability for) any Third Party Claims to the extent arising out of, relating to, or covered by any of the following: (i) any indemnity for or against a Third Party Claim given by a party hereunder, (ii) a party's gross negligence, willful misconduct or violation of the law, or (iii) personal injury or death.

19. NOTICE OF LABOR DISPUTES

Whenever an actual or potential labor dispute is delaying or threatens to delay the timely performance of this Purchase Order, Seller will immediately notify the Buyer of such dispute and furnish all relevant details. Receipt by Buyer of such notice shall not constitute a waiver of the delivery schedule hereunder.



Supplier Terms — Additional Policies

ThermoFab Operating Company, LLC and/or its wholly owned subsidiaries ThermoFab Mexico LLC and Polycraft Tech, LLC, collectively d/b/a Innova Engineered Plastics (hereinafter collectively referred to as “**Company**”) are committed to conducting business in an ethical and honest manner and are committed to implementing and enforcing systems that ensure all forms of bribery, corruption, and fraud are prevented. Company has zero tolerance for any illegal or corrupt activities, and Company’s suppliers, vendors and subcontractors (hereinafter collectively referred to as “**Supplier**”), including each of their respective directors, officers, employees, agents, sub-contractors, and any other person acting on Supplier’s behalf, shall at all times comply with the following additional policies:

1. Anti-Corruption and Anti-Money Laundering

1.1 Compliance with Anti-Corruption Laws

Supplier shall comply with all applicable anti-corruption and anti-bribery laws, including but not limited to the U.S. Foreign Corrupt Practices Act (FCPA), the UK Bribery Act 2010, and any equivalent laws of the Federal, State and provincial jurisdictions in which Supplier operates or in which goods or services are provided to the Company.

1.2 Prohibition on Bribery

“Bribery” is the act of directly or indirectly offering, giving, or receiving anything of value (usually money, a gift, loan, reward, favor, commission or entertainment), as an improper inducement or reward for obtaining business, employment or any other benefit. “Facilitation Payments” are small payments or fees requested by government officials to speed up or facilitate the performance of routine government actions such as the provision of a visa; customs clearance; permit; license; work order; police protection; utility services; mail service; contract performance and actions of a similar nature. Although in many countries these types of payments may be considered normal and customary under applicable law, Facilitation Payments are illegal.

Supplier (including its directors, officers, employees, agents, sub-contractors, and any other person acting on Supplier’s behalf) shall not, directly or indirectly, offer, promise, give, request, agree to receive, or accept: (i) any bribe, kickback, or other improper payment, gift, or thing of value to or from any person; (ii) any Facilitation Payment to or from any person. In addition, Supplier shall not engage any agent, consultant, sub-contractor, or other intermediary to do anything Supplier itself is prohibited from doing under this Section.

1.3 Gifts, Meals, Entertainment and Hospitality

The value of all gifts, meals, entertainment and hospitality, both given and received, must be of nominal or insubstantial value and reasonable in light of the particular circumstances of the encounter, and a written record of all gifts of hospitality (either given or received) must be maintained and declared. Cash or cash-equivalent gifts are strictly prohibited. Modest, infrequent, and bona-fide business-related gifts, meals, entertainment and hospitality are permitted only when they are: (a) lawful in both the giver’s and recipient’s jurisdictions; (b) not given or received in connection with any pending business decision; (c) not in cash or cash equivalents; and (d) reasonable in amount and consistent with local customs and the recipient’s

organization's policies. Supplier shall not offer any gift, meal, or hospitality to any Company employee that the recipient would be required to decline under the Company's own policies.

1.4 Anti-Money Laundering

Company is committed to conducting business only with reputable vendors, suppliers and third parties engaged in legitimate business activities with funds derived from legitimate sources. The Company has established policies, procedures and standards to protect itself from being used for money laundering, terrorism financing, or other illicit activities. Supplier is expected to conduct itself in accordance with the highest ethical standards and in full compliance with relevant laws, regulations and policy requirements. Supplier shall comply with all applicable anti-money laundering laws, including, but not limited to, the Anti-Money Laundering Act of 2020, the U.S. Bank Secrecy Act, the USA PATRIOT Act, the EU Anti-Money Laundering Directives, and any equivalent laws of the jurisdictions in which Supplier operates.

1.5 Books, Records, and Internal Controls

Supplier shall maintain accurate and complete books, records, and accounts that fairly reflect all transactions and dispositions of assets in reasonable detail. No off-the-books accounts or undisclosed funds shall be maintained for any purpose. Supplier shall maintain a system of internal accounting controls reasonably designed to prevent and detect violations of this Section 1.

1.6 Audit and Cooperation

Upon reasonable notice, Supplier shall make available to the Company (or to an independent auditor designated by the Company) such books, records, personnel, and facilities as are reasonably necessary to verify compliance with this Section 1. Supplier shall fully cooperate with any investigation by the Company or by any government or regulatory authority into a suspected violation of any anti-corruption or anti-money-laundering law.

1.7 Reporting Concerns

Supplier shall promptly notify the Company in writing if Supplier becomes aware of any actual or suspected violation of this Section 1 in connection with the Company's business, or of any government investigation, inquiry, subpoena, or formal information request relating to such matters. Reports may be directed through the channels described in Section 5 (Whistleblowing).

2. Fair Competition and Antitrust

2.1 Compliance with Competition Laws

Supplier shall comply with all applicable competition and antitrust laws, including but not limited to the U.S. Sherman Act, the Clayton Act, the Federal Trade Commission Act, the Robinson-Patman Act, Articles 101 and 102 of the Treaty on the Functioning of the European Union, and any equivalent laws of the jurisdictions in which Supplier operates or supplies the Company.

2.2 Prohibited Conduct

Supplier must not take or appear to take any action that could unfairly exclude or reduce competition in any market. Supplier must not misrepresent, manipulate, conceal, misuse confidential information, and must not engage in disparaging discourse against competitors, or unfair practices with, clients, customers, business partners, competitors and other vendors and suppliers. Supplier must obtain information about competitors, their products, services, technologies, pricing, marketing campaigns, etc. only through legal and ethical means.

Supplier must also not enter into, or involve Company in, any business arrangement or cartel conduct to eliminate or discourage competition or confer an inappropriate competitive advantage. Prohibited activities include, but are not limited to, price fixing agreements, illegal boycotting of suppliers or clients, bid rigging, cartel conduct, predatory practices, exclusive dealing, misuse of market power, controlling the output or limiting the supply of goods and services, unconscionable conduct, concerted practices, price signaling, price fixing to eliminate a competitor, entering into an illegal agreement or arrangement with competitors to divide a market or engage in no-poaching practices, or exchanging confidential or competitively sensitive information. Supplier shall make all decisions regarding pricing, terms of sale, customers, territories, output, and capacity independently, without consultation, coordination, or agreement with any competitor.

2.3 Reporting Concerns and Cooperation

Supplier shall promptly notify the Company in writing if Supplier becomes aware of any actual or suspected violation of this Section 2 in connection with the Company's business, or of any government investigation, inquiry, subpoena, or formal information request relating to such matters. Supplier shall cooperate with any investigation by the Company or by any government or regulatory authority. Reports may be directed through the channels described in Section 5 (Whistleblowing).

3. Conflicts of Interest

3.1 Supplier Conflict of Interest

A Supplier Conflict of Interest exists when a situation arises that has the potential to undermine the objective performance of Supplier because of a clash with the Supplier's self-interest, or a situation in which Supplier's responsibility to a third-party limits Supplier's ability to faithfully discharge its contractual obligations to Company. The presence of a Conflict of Interest therefore has the potential of impairing Supplier's ability to perform objectively and effectively resulting in Company's interests being compromised.

3.2 Supplier Representations

Supplier represents that: (i) The Supplier has no Conflict of Interest which would prevent it from acting in the best interest of Company and that such a situation will not exist during the term of the Agreement; (ii) The Supplier has not entered into any contract or agreement, or executed any document whatsoever that will, in any way, prevent it from giving Company the benefit of services under the contract; (iii) The Supplier will not enter into any contract or agreement, or execute any document, which will create a Conflict of Interest or which will prevent it from freely performing any provision of the contract signed with Company.

3.3 Disclosure Obligation

Supplier shall disclose any actual, potential, or perceived Conflict of Interest to the Company in writing promptly upon becoming aware of it (and, where the Conflict of Interest pre-dates the agreement, no later than the effective date of these Supplier terms). Disclosures shall be sent to the Company's Supply Chain Director. Supplier's disclosure does not, by itself, waive or resolve the conflict; the Company will assess each disclosure and may impose conditions or decline to proceed with the affected transaction.

3.4 Supplier Additional Obligations

Company expects Supplier to avoid situations where its existing or potential business relationships may appear to compromise Supplier responsibilities to deliver its contractual commitments effectively and objectively to Company. Supplier's disclosure obligation is continuing. Supplier shall update prior disclosures, and submit new disclosures, whenever circumstances change or new conflicts arise.

3.5 Avoidance of Improper Influence

Supplier shall not knowingly take any action to influence a Company employee whose objectivity is, or could reasonably appear to be, compromised by a Conflict of Interest. Where a conflict has been disclosed, Supplier shall direct day-to-day communications and decisions through alternative Company personnel as designated by the Company.

4. Export Controls and Economic Sanctions

4.1 Compliance

Supplier shall comply with all applicable export-control and economic-sanctions laws, including but not limited to the U.S. Export Administration Regulations (EAR, administered by the Department of Commerce), the U.S. International Traffic in Arms Regulations (ITAR, administered by the Department of State), the regulations administered by the U.S. Department of the Treasury Office of Foreign Assets Control (OFAC), the dual-use regulations of the European Union and the United Kingdom, and any equivalent laws of the jurisdictions in which Supplier operates or supplies the Company.

4.2 Restricted Parties

Supplier represents and warrants that neither it nor any of its directors, officers, owners (10% or greater), employees, agents, or sub-contractors is identified on any restricted-party list, including: the OFAC Specially Designated Nationals and Blocked Persons (SDN) List; the Sectoral Sanctions Identifications (SSI) List; the U.S. Department of Commerce Entity List, Denied Persons List, or Unverified List; the U.S. Department of State Debarred List; equivalent lists maintained by the United Nations, the European Union, or the United Kingdom; or any other applicable restricted-party list. Supplier shall screen its workforce, supply chain, and counterparties against these lists as appropriate, and shall not engage in any transaction with any party so identified.

4.3 Restricted Destinations and End Uses

Supplier shall not, directly or indirectly, supply, sell, transfer, re-export, divert, or otherwise make available any goods, software, technology, or services provided to or for the Company to: (a) any country, region, or

government subject to comprehensive U.S. or applicable economic sanctions; or (b) any end use prohibited under applicable export-control laws (including, without limitation, end uses related to weapons of mass destruction, missile technology, or unauthorized military end uses). The current list of comprehensively sanctioned destinations is subject to change; Supplier is responsible for monitoring current restrictions.

4.4 Classification and Documentation

Where required by the nature of the goods, software, technology, or services supplied, Supplier shall: (a) determine and provide to the Company the applicable export-control classifications (e.g., Export Control Classification Number (ECCN), Harmonized Tariff Schedule (HTS), country of origin); (b) identify any items subject to ITAR or to other special control regimes; and (c) maintain such records as are required to demonstrate compliance with applicable export-control laws.

4.5 End-Use / End-User Assurances

Where requested by the Company, Supplier shall provide reasonable assurances regarding end use, end user, and final destination of items supplied, and shall cooperate in obtaining any required export licenses, end-use statements, or other authorizations.

4.6 Notification of Refusals or Seizures

Supplier shall promptly notify the Company in writing of any export-license denial, seizure, detention, or other regulatory action that affects, or could reasonably affect, Supplier's ability to perform its obligations to the Company, and of any actual or suspected violation of this Section 4.

5. Whistleblowing and Protection Against Retaliation

5.1 Right and Obligation to Report

Any Supplier representative — including any director, officer, employee, agent, sub-contractor, or other person acting on Supplier's behalf — has the right, and is encouraged, to report in good faith any actual or suspected violation of these supplier terms, of applicable law, or of any policy of the Company to which Supplier is subject. Where the violation involves a serious risk to safety, financial integrity, or legal compliance, reporting is not merely a right but an expected obligation.

5.2 Reporting Channels

Reports may be made through any of the following channels:

- In writing to: Supply Chain Director, The Producto Group
- Through any external regulator, prosecutor, or oversight body where the reporter believes such external reporting is appropriate or required by law.

Where permitted by applicable law, reports may be made anonymously. Where anonymity is not permitted (or where investigation requires the reporter's identity), the Company will treat the report as confidentially as reasonably possible, sharing identity only with those who need to know to investigate or remediate the matter.

5.3 Good-Faith Reporting

A report is made in good faith if the reporter genuinely believes the information disclosed and any allegations are substantially true at the time of reporting. The reporter is not required to prove the violation, and a report made in good faith remains protected even if the underlying allegation is ultimately not substantiated.

5.4 Prohibition on Retaliation

Supplier shall not, and shall not permit any of its directors, officers, employees, agents, or sub-contractors to, retaliate against any person for: (a) making a good-faith report under this Section 5; (b) participating in or cooperating with any investigation, audit, or proceeding relating to such a report; or (c) declining to engage in conduct that the person reasonably believes would violate these supplier terms or applicable law. Prohibited retaliation includes, without limitation: termination, demotion, suspension, harassment, intimidation, exclusion from work assignments or business opportunities, loss of pay or benefits, threats, blacklisting, or any other adverse action.

5.5 Investigation

The Company will investigate reports promptly, fairly, and to the extent reasonably possible. Supplier shall cooperate fully with any investigation, including making personnel and records available as reasonably requested, and shall not interfere with the investigation, with witnesses, or with the reporter.

5.6 Mandatory Notification of Retaliation

If Supplier becomes aware of any actual or suspected retaliation against any Supplier representative or any third party in connection with a report made under this Section 5, Supplier shall promptly notify the Company in writing using the channels set out in Section 5.2.

6. Common Terms Applicable to Sections 1–5

6.1 Training and Internal Compliance

Supplier shall provide appropriate training to its directors, officers, employees, and agents on the requirements of this addendum and shall maintain reasonable internal policies and controls to support compliance.

6.2 Flow-Down to Sub-Suppliers

Supplier shall require its own sub-suppliers, sub-contractors, agents, and other intermediaries who participate in any transaction with or for the benefit of the Company to comply with terms substantively equivalent to those set forth in this addendum.

6.3 Representations and Warranties

Supplier represents and warrants that, as of the effective date of these terms and on a continuing basis, it is in compliance with the requirements of this addendum, and that to its knowledge no Company employee, agent, or representative has been offered, given, or accepted any improper benefit in connection with Supplier's relationship with the Company.



6.4 Remedies and Termination

Any breach of this addendum constitutes a material breach of the agreement between Supplier and the Company. The Company may, at its option and without prejudice to any other right or remedy: (a) suspend or terminate the agreement in whole or in part, with no further obligation other than payment for non-defective goods and services already delivered and accepted; (b) recover from Supplier all losses, fines, penalties, and costs (including reasonable attorneys' fees) arising from the breach; and (c) decline to do further business with Supplier or any of its affiliates.

6.5 Survival

The obligations in Sections 1.5 (Books and Records), 1.6 (Audit and Cooperation), 1.7 and 2.3 (Reporting), 3.3 (Disclosure of Conflicts), 4.4 (Classification and Documentation), 5 (Whistleblowing and Protection Against Retaliation in their entirety), 6.4 (Remedies and Termination), and this Section 6.5 shall survive termination of the agreement.