Coherent Corp.
375 Saxonburg Blvd.
Saxonburg, PA 16056-9499

TERMS AND CONDITIONS OF PURCHASE

1. GENERAL PROVISIONS.

a. The Parties agree that these General Terms and Conditions of Purchase (the "**General Terms**") govern the transaction set forth on the Purchase Order (as defined below).

b. "**Buyer**" means Coherent Corp., and any of its Affiliates, subsidiaries, successors, or assigns. **"Affiliates"** of a Party include that Party's subsidiaries, entities in which it owns at least 30% of the voting shares, and other entities that it controls. "**Supplier** means the entity identified in a Purchase Order and any of its Affiliates, subsidiaries, successors, or assigns. Buyer and Supplier may be referred to herein as, individually, a "**Party**" or, collectively, the "**Parties**". "**Products**" means all the products and/or services that Supplier supplies to Buyer. Statements made in reference to Products shall be deemed to include services wherever contextually appropriate regardless of whether such services are expressly referenced. For example, the statement "Supplier shall repair or replace nonconforming Products" also means "Suppler shall reperform nonconforming services" where applicable. "**Purchase Order**" means a purchase order issued by Buyer for the supply of Products, which (i) incorporates these General Terms, (ii) may be a written or electronic document, and (iii) may also include particular shipping instructions and other specifications required by Buyer. Words and terms of inclusion, like "including," are not limiting. Upon acceptance of a Purchase Order, the General Terms apply.

c. The General Terms do not create any obligation by Buyer to purchase Products from Supplier, except as described in a Purchase Order, or to purchase Products exclusively from Supplier.

d. Different or supplemental terms or conditions, whether they are contained in an acknowledgment of a Purchase Order, an invoice, or otherwise, are not binding on Buyer, and Buyer rejects them. The General Terms may be modified or supplemented only by a written document duly signed by Buyer and Supplier.

2. PURCHASE OF PRODUCTS.

a. Subject to the General Terms, Supplier agrees to sell and Buyer agrees to buy the Products that Buyer describes in the Purchase Orders Buyer issues from time to time.

b. A Purchase Order will become binding upon acceptance by Supplier. Each Purchase Order is deemed to be accepted by Supplier upon the first of the following to occur: (i) Supplier accepts it in writing; (ii) Supplier begins performance under the Purchase Order; or (iii) the passage of five (5) business days after Buyer's issuance of a Purchase Order without written notice to Buyer that Supplier does not accept.

c. Buyer may provide Supplier a forecast of anticipated Product purchases. Except as the Parties otherwise agree in writing, all forecasts are non-binding on Buyer and Buyer may purchase in excess of the quantities specified in a forecast. Supplier must immediately notify Buyer of any anticipated inability to satisfy a forecast.

d. Supplier will accept all Purchase Orders that are consistent with the forecast (if provided) for the applicable Product.

e. Supplier agrees to obtain and clearly reference Supplier's Purchase Order number on Supplier's invoice for Products under that Purchase Order. Buyer may consider invalid any invoice that does not contain a correct Purchase Order number.

f. In the event of a Force Majeure or shortage in materials, Supplier will fulfill Purchase Orders no less favorably than any other customer of Supplier. Supplier will provide Buyer with as much notice as possible if it anticipates or has reason to believe that Supplier's output of the Product will not be sufficient to meet all of Buyer's requirements for any period.

3. PURCHASE ORDER CHANGES AND CANCELLATION.

a. Buyer reserves the right at any time to modify or cancel a Purchase Order upon five days' notice to Supplier.

b. Buyer may reschedule Products in any Purchase Order without charge, by giving notice to Supplier no later than three business days before the scheduled shipping date.

c. Buyer may change the delivery destination or place of performance in any Purchase Order, without charge, by giving notice to Supplier no later than three business days before the scheduled shipping or performance date.

d. Buyer may cancel a Purchase Order at any time by giving notice to Supplier specifying the effective date and the extent of such cancellation. Upon receipt of a notice of cancellation from Buyer and except as otherwise directed by Buyer, Supplier will (i) immediately cease all further work in connection with that Purchase Order to the extent specified in such notice of cancellation, (ii) place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portions of the work under a cancelled Purchase Order which, by its nature, cannot be terminated without incurring substantial costs, losses or other liability, (iii) terminate all orders and subcontracts relating to the performance of any work to be performed under such terminated Purchase Order, (iv) settle all claims arising out of any terminated orders and subcontracts relating to such terminated Purchase Order, subject to the approval or ratification of Buyer, (v) transfer title and deliver to Buyer on Buyer's instruction all fabricated and unfabricated parts, work in process, completed work, supplies and other materials produced as a part of, or acquired in respect of the performance of the work to be performed under such terminated Purchase Order within five days from receipt of payment from Buyer in accordance with Section 2(e) hereof, and (vi) take any necessary action to protect property in Supplier's possession in which Buyer has or may acquire an interest.

e. Supplier will not charge Buyer for cancellations occurring on or before thirty (30) calendar days prior to delivery. For cancellations occurring within thirty (30) calendar days of

delivery, Supplier may invoice Buyer for costs associated with (i) Products manufactured at the time of cancellation which Buyer cannot sell to other customers despite verifiable efforts to do so; (ii) non-cancelable, non-returnable raw materials purchased prior to cancellation for the sole purpose of manufacturing cancelled Products, where such raw materials have no other use to Supplier; and (iii) in the case of services, for unrecoverable performance related costs incurred prior to the notice of cancellation. Invoices permitted under this subsection must be tendered by Supplier within sixty (60) days of the underlying notice of cancellation. No payment will be owed under invoices tendered thereafter.

f. THIS SECTION SETS FORTH SUPPLIER'S ENTIRE REMEDIES WITH RESPECT TO THE CANCELLATION OF ANY PURCHASE ORDER.

4. **PURCHASE PRICES AND TERMS OF PAYMENT.**

a. Supplier will not raise the purchase prices during the term of any Purchase Order. Supplier will review Product pricing, and provide written confirmation of the same, no less frequently than quarterly, and reduce prices to account for any material variations on the market prices of components, parts and raw material used in the Product, as well as improvements in production and competitive market conditions.

b. Unless otherwise specified in a Purchase Order, Buyer will pay all properly invoiced amounts due to Supplier within 90 days after receipt of the invoice, except for amounts that Buyer disputes. The Parties will try in good faith to promptly resolve all invoice-related disputes. Supplier will continue to perform its obligations under all Purchase Orders while an invoice-related dispute is pending. Payment of an invoice is not evidence that any Products meet the requirements of the General Terms, or a Purchase Order, and shall not be deemed to be an acceptance of such Products. Buyer and Supplier shall continue performance of all active Purchase Orders while a dispute under this clause is pending.

c. Buyer may, at any time, set off amounts that Supplier owes to Buyer against amounts Buyer owes to Supplier.

d. Supplier warrants to Buyer that the price paid by Buyer for Products will not be higher than the lowest price offered by Supplier within the preceding 90 days to other customers at similar volumes for similar Products and services.

5. SHIPMENT, DELIVERY AND ACCEPTANCE BY BUYER.

a. Unless otherwise specified in a Purchase Order, all Products purchased by Buyer from Supplier must be shipped DDP (INCOTERMS 2020) destination to the address specified by Buyer in each Purchase Order ("**Buyer's Destination**"). All shipping costs, including but not limited to duties, tariffs, freight, and taxes, shall be the responsibility of Supplier unless otherwise agreed in writing by Buyer and Supplier. Supplier will follow all shipping instructions provided by Buyer and will properly and carefully package the Products for shipment. Any loss or damage that results from Supplier's packaging or crating will be borne by Supplier. Title to and risk of loss of the Products will pass to Buyer upon acceptance by Buyer at Buyer's defined final destination, and any rightful rejection or revocation of acceptance of any Products by Buyer will immediately shift the risk of loss back to Supplier.

b. All items shipped to Buyer will be properly identified with Buyer's Purchase Order number and any Purchase Order item number or other identification number shown. Supplier accepts full responsibility for the completeness and accuracy of all transport and customs documentation ("**Shipping Documents**") provided with respect to Products. Supplier accepts all liabilities resulting from incomplete or inaccurate data on Shipping Documents, or failure to comply with any import or export requirements.

c. Buyer will have a reasonable opportunity to inspect the Products after Buyer receives them at Buyer's Destination. Buyer will not be deemed to have accepted any Products until after Buyer has had a reasonable time for inspection. If Buyer does not communicate rejection of any Products within sixty (60) calendar days of delivery, Buyer will be deemed to have accepted the Products. Buyer may inspect any commercial lot of the Products consisting of numerous units of the same Product by inspecting a reasonable sampling, and Buyer may revoke acceptance of any other units of that commercial lot that Buyer later discovers to be defective. If Buyer rejects, or revokes acceptance, of any Products, Supplier will promptly replace or correct, at Buyer's option, any unsatisfactory units, at Supplier's expense, including all shipping and replacement costs. Buyer's inspection, failure to inspect or reject Products, or payment for Products, will not relieve Supplier of any of its obligations, and does not waive, impair, or reduce Buyer's rights under the General Terms, or a Purchase Order.

d. When Supplier is responsible for export or import of Product, Supplier will obtain all export, re-export, and import authorizations and permits necessary to fulfill all applicable government requirements relating to the shipment of the Product.

e. At Buyer's request, Supplier will provide Buyer for each Product the: country of origin, import tariff classification number, export classification number, information as to whether or not the Product is classified under the U.S. Munitions List (22 C.F.R. 121) or the U.S. Commerce Control List (15 C.F.R. Part 774), and all other information Buyer reasonably requests for import, export or distribution of the Product.

f. In the event a blanket Purchase Order is initiated, the total blanket Purchase Order quantity represents Buyer's best estimated usage and is not a commitment to purchase. Unless otherwise agreed in writing, Supplier is not authorized to manufacture the total blanket Purchase Order quantity at once. Supplier is authorized to manufacture, and Buyer is obligated to purchase, only quantities released by Buyer via written releases contained in a blanket Purchase Order. Blanket Purchase Order

quantities are based on forecast and may be subject to a change or cancellation by Buyer at any time. In the event of schedule changes, Buyer reserves the right to reschedule or cancel blanket Purchase Order releases by providing written notice thirty (30) days prior to delivery date. If the quantities released in a blanket Purchase Order are not consumed by Buyer (due to no fault of Supplier) by the expiration date of a blanket Purchase Order, Buyer reserves the right to extend the duration of such blanket Purchase Order for an additional ninety (90) days.

6. WARRANTIES.

a. Supplier represents and warrants to Buyer that: (i) the services provided (whether independent of or in connection with a tangible Product) will be provided in a competent, professional manner, in accordance with the highest standards and best practices of Supplier's industry; (ii) all Products will be new and free from defects in materials and workmanship, and will be merchantable and fit for their particular purpose; (iii) all Products will conform to and perform in accordance with all specifications, drawings, samples and other requirements referred to in the General Terms, and any relevant Purchase Order; (iv) when shipped, all Products will be free from liens, security interests and encumbrances, including any retained title or other rights to secure payment; (v) all Products will be manufactured, produced, labeled, furnished, performed (in the case of services), and delivered to Buyer in full and complete compliance with all applicable laws and regulations, including but not limited to the Fair Labor Standards Act of 1938 as amended, the Uyghur Forced Labor Prevention Act, and other laws related to forced and child labor; and (vi) no Product will infringe or misappropriate any intellectual property rights; and (vii) Supplier will notify Buyer in writing 12 months before implementing any material change to any Product, including any change to its: form, fit, function, design, appearance, location of manufacture, components, component vendor, or manufacturing process. If Buyer requests, Supplier will provide all information, documents, and certifications that Buyer reasonably requires to evidence Supplier's compliance with Supplier's warranties as soon as possible after Buyer's request.

b. Supplier will ensure its suppliers manufacture or procure all materials or components provided to Supplier in compliance with all applicable laws and regulations, including those related to forced and child labor. Supplier will require its suppliers to provide evidence of compliance with all applicable laws as soon as possible after Buyer's request.

c. Supplier will use due diligence protocols, standards, and procedures in its supply chain management that enable Supplier to comply with its warranties and representations to Buyer.

d. Supplier shall, upon notice from Buyer of nonconforming Products, promptly repair or replace such Product (or, in the case of services, reperform such services) at Supplier's expense. If Supplier fails to remedy the nonconformity within five business days, Buyer may, at its option, return the nonconforming Products to Supplier who will accept their return and pay Buyer a full refund of all amounts paid under the applicable Purchase Order for the nonconforming Products returned. Supplier shall bear all cost and risk of loss associated with return of nonconforming Products. The foregoing remedies are in addition to any rights and/or remedies Buyer has at law or equity.

e. Supplier warrants that neither it nor any of its employees, agents or representatives have offered or given any gratuities to any of Buyer's employees, agents or representatives. Supplier further warrants that it and its employees, agents, and representatives comply with Buyer's Supplier Code of Conduct (at https://www.coherent.com/content/dam/coherent/site/en/resources/legal/supplier-compliance/supplier-code-of-conduct-statement.pdf) and all other compliance requirements applicable to Supplier's performance under the Purchase Order, which are available at Buyer's supplier portal accessible online at https://www.coherent.com/legal/supplier-compliance (the "**Supplier Portal**"), and are hereby incorporated by reference. If Buyer, in its sole determination, believes in good faith that Supplier or any of its employees, agents or representatives have offered or given any gratuities to Buyer's employees, agents or representatives for purposes relating to securing purchase orders or contracts from Buyer or securing favorable treatment with respect thereto, Buyer may cancel any applicable Purchase Order upon written notice to Supplier without liability of any kind.

7. SUPPLY COMMITMENT.

Supplier grants Buyer an option during the term of the Purchase Order and for seven (7) years thereafter (the "**Commitment Term**") to purchase component parts or spare parts of any Products, including those which become obsolete during the Commitment Term, at the lesser of (a) the lowest price at which Supplier currently sells such parts or (b) at the last pre-termination price, following the termination of such Purchase Order or obsolescence of such Product, as applicable. If for any reason Supplier is unable or unwilling, or otherwise fails, to supply any Products (or, if applicable, any component parts or spare parts related to any such Products) on the terms set forth in any Purchase Order, or on terms based on any Purchase Order that is substantially similar in quantity and pricing to a prior Purchase Order that was accepted by Supplier, Buyer shall have the right to produce such Products (or, if applicable, any spare parts related to any such Products) using any of the Intellectual Property hereunder and shall be entitled to reimbursement from Supplier for any difference in price associated with such production from the last pre-termination price. In the event Buyer exercises its rights under this Section, Supplier shall promptly provide Buyer with all applicable documentation to enable Buyer to manufacture such Products.

8. COMPLIANCE WITH LAWS.

a. Supplier represents and warrants to Buyer that Supplier and its Suppliers are, and during the Term will be, in compliance with all applicable laws and regulations governing the activities contemplated by the General Terms, including (i) manufacturing, including all applicable labor laws, (ii) international transactions or activities, including, export controls, import controls, customs regulations, trade embargoes and other trade sanctions, and laws governing unlawful boycotts, (iii) commercial or governmental bribery, including payments to foreign government officials. Supplier assumes all responsibility for shipments of Products requiring any government import clearance. Supplier will not act in any fashion or take any action that will render Buyer liable for a violation of any applicable anti-bribery legislation (including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010), , and (iv) data security, privacy and data protection laws and regulations. If Supplier is subject to these laws, Supplier is and will remain in compliance with the U.S. Mine Safety and Health Act, the U.S. Occupational Safety and Health Act, the U.S. Toxic Substances Control Act, and the U.S. Foreign Corrupt Practices Act. Supplier has and will maintain in effect all the licenses, permissions, authorizations, consents, and permits required by law to carry out its obligations under all Purchase Orders, and the General Terms.

b. Supplier represents that the items it provides to Buyer are not subject to the U.S. Export Administration Regulations (15 C.F.R. Parts 730-774, "EAR") nor are the foreign-produced direct products of technology or software subject to the EAR, or Supplier shall notify Buyer in writing, addressed to the attention of Global Trade Compliance, in advance of providing any such items. To the extent Supplier provides items that are subject to the EAR or other countries' export controls regimes, Supplier will notify Buyer in writing of the classification of the item(s) and the applicable control regime(s).

c. Supplier represents to Buyer, that Supplier is, and the Products are, in compliance with all laws, regulations, statutes, and ordinances of all governmental entities, now or hereafter enacted, which regulate any material because it is radioactive, toxic, hazardous, or otherwise a danger to health, reproduction, or the environment ("Hazardous Regulations"), including but not limited to Comprehensive Environmental Response Compensation and Liability Act of 1980, the Resource Conservation Recovery Act, the Federal Water Pollution Control Act, the Clean Air Act, the Clean Water Act, the Montreal Protocol, the Toxic Substances Control Act, the Directive 2002/95/EC of the European Parliament and of the Council of 27 January 2003 on the restriction of the use of certain hazardous substances in electrical and electronic equipment as amended from time to time ("RoHS Directive"), Directive 2002/96/EC of the European Parliament and of the Council of 27 January 2003 on waste electrical and electronic equipment, as amended from time to time ("WEEE Directive"), Regulation (EC) No 1907/2006 ("REACH"), any European Union Member State implementations thereof; and similar laws, rules, statutes, treaties or orders, and international understandings.

d. This certification is required by FAR Sections 42.232 2, and OMB Circular A 110, Appendix A.6. If any Purchase Order hereunder exceeds $100,000, or orders under an indefinite quantity contract in any year will exceed $100,000, or a facility to be used has been the subject of a conviction under the applicable portion of the Air Act (42 U.S.C. 7413(c)(1)) or the Water Act (33 U.S.C. 1319(c)) and is listed by the Environmental Protection Agency (the "**EPA**") as a violating facility, or the Purchase Order is not otherwise exempt, the Supplier agrees as follows:

   i. To comply with the requirements of Section 114 of the Clean Air Act (42 U.S.C. 7414) and Section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Clean Air Act and the Clean Water Act, and all regulation s and guidelines issued to implement those acts before the award of this contract;

   ii. That no portion of the work required by this contract will be performed in a facility listed on the EPA list of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the list;

   iii. To use best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and

   iv. To insert the substance of this clause into any nonexempt subcontract, including this subparagraph (d).

e. Supplier represents and warrants that all Products it delivers to Buyer are DRC Conflict Free, as defined by and consistent with the U.S. Securities and Exchange Commission's final rule on Conflict Minerals, 17 C.F.R. Parts 240 and 249(b), promulgated pursuant to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act. Additionally, Supplier represents that it is compliant with the UK Modern Slavery Act 2015, and other similar requirements, including U.S. FAR 52.222-50 – Combating Trafficking in Persons and those enforced by U.S. Customs and Border Protection. Supplier will similarly require its suppliers to comply with all such applicable laws. Supplier must furnish information that Buyer reasonably requests to support its representations under this subsection, including written certification.

f. When applicable, Supplier will provide a Safety Data Sheet (SDS), as prescribed by Buyer ("**Data Sheet**"), addressed to the attention of the Coherent Hazard Communication Coordinator, for all chemicals and hazardous substances provided under a Purchase Order. Supplier will maintain a

catalog of all applicable Data Sheets that are provided in connection with the Supplier's performance of work under a Purchase Order at Buyer's site.

g. Buyer may utilize Products purchased under a Purchase Order in transacting business with the U.S. Government. When applicable, Supplier will comply with U.S Executive Order 11246 pertaining to non-discrimination in employment. Supplier also represents and warrants to Buyer that, when applicable, Supplier is in compliance with Section 503 of the Rehabilitation Act of 1973 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974. Upon request, Supplier will supply Buyer with copies of compliance reports and any other information necessary to demonstrate this compliance. Buyer and Supplier shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans. Supplier represents and warrants that it has developed and has on file affirmative action programs as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), also as required under Section 503 of the Rehabilitation Act of 1973 for the handicapped and Section 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974.

h. Supplier agrees, if applicable, to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts, 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58 Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118 Fly American; and 41 U.S.C. 432 relating to procurement integrity. Additionally, Supplier agrees that these General Terms will include (i) such Federal Acquisition Regulations (FAR), Defense Federal Acquisition Regulations Supplement (DFARS), and all other governmental requirements provided in the FAR Flowdown Clauses for Subcontract/Purchase Orders Under a U.S. Government Contract, DFARS Flowdown Clauses for Subcontract/Purchase Orders Under a U.S. Department of Defense Contract, Flowdown Provisions for Subcontracts Issued Under Federally-funded Grants, and any updates thereto, as referenced in the "FAR/DFARS Flowdown" tab of the Supplier Portal; (ii) the "Supplier Code of Conduct" on the Supplier Portal; and (iii) the "Supplier Quality Manual" and "Supplier Environmental Compliance Requirements" as referenced in the "Compliance Requirements" tab of the Supplier Portal.

i. If Supplier fails to comply with an applicable law, order, rule, ordinance, or regulation and, as a result, Buyer is fined or suffers any other penalty or loss, including the seizure of Products by any applicable Government, Supplier will pay the fine and costs, or reimburse Buyer for payment within five days after Buyer makes a demand on Supplier. To the extent that Supplier's personnel are required to enter onto Buyer's site or property, Supplier will ensure that its personnel comply with Buyer's health, safety and environmental policies and standards.

9. **PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.** This certification is required by FAR Sections 52.203 - 12, and OMB Circular A 110, Appendix A.7.

   a. The Supplier hereby acknowledges, certifies and agrees:

      i. To the best of Supplier's knowledge and belief, no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

      ii. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting the influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with this solicitation, the Supplier shall complete and submit OMB standard form LLL, Disclosure of Lobbying Activities, to Buyer;

      iii. Supplier shall include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose; accordingly, and

      iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

   b. The Supplier certifies, to the best of its knowledge and belief, that the Supplier and/or any of its Principals (as defined below):

      i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

      ii. Have not within a three-year period preceding Supplier's acceptance of these General Terms, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in

connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

iii. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in paragraph 20(b)(ii) of this certification; and

iv. Have not within a three-year period preceding Supplier's acceptance of these General Terms, had one or more contract s terminated for default by any Federal agency.

c. "Principals," for the purposes of this certification, means officers; directors; owners; partners' and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager, head of a subsidiary, division or business segment, and similar positions).

d. This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, U. S. C.

e. The certification of this provision is a material representation of fact upon which reliance was placed when issuing a Purchase Order hereunder. If it is later determined that the Supplier knowingly rendered an erroneous certification, in addition to other remedies available to it, Buyer may terminate any Purchase Order for default.

10. OWNERSHIP OF INTELLECTUAL PROPERTY.

a. For the purposes of these General Terms, "**Intellectual Property**" shall mean all proprietary information, intellectual contributions, creative ideas, developments, discoveries, inventions, patents, copyrights, trade secrets, designs, engineering details, drawings, mask sets, design tapes, documentation, data, cells, processes, methods, and any other intellectual property rights recognized under any law in any jurisdiction worldwide. The definition of Intellectual Property includes derivative works and next generation works. For purposes of this Section 10, the term "Supplier" shall be expanded to include Supplier and Supplier's officers, agents, employees, and/or contractors.

b. The Intellectual Property of Buyer which preexisted these General Terms is and shall remain the sole and exclusive property of Buyer. The Intellectual Property of Supplier which preexisted these General Terms is and shall remain the sole and exclusive property of Supplier. Nothing in these General Terms shall constitute a transfer of ownership of any such preexisting Intellectual Property from one party to any other party, except that Supplier grants to Buyer an unlimited, perpetual, irrevocable, assignable, world-wide, fully paid up, royalty free, nonexclusive, and transferable license to any Intellectual Property of Supplier necessary for Buyer to use or sell the Products purchased under these General Terms. To the limited extent necessary for Supplier to perform its obligations under these General Terms, Buyer hereby grants to Supplier a revocable, non-transferrable, non-exclusive, and strictly limited license to use Buyer Intellectual Property for the sole and exclusive purpose of providing Products to Buyer in accordance with General Terms. Supplier may not use Buyer Intellectual Property for any other purpose, and no other Intellectual Property rights of Buyer are transferred or granted to Supplier hereunder.

c. Buyer is and shall be the sole and exclusive owner of the Intellectual Property which arises from the work done by Supplier in connection with the Products purchased under these General Terms. In connection with such ownership, Buyer has the right to use such Intellectual Property for other customers, or to license use of such Intellectual Property to others. The design, development, production, or provision of Products by Supplier under these General Terms shall be "work made for hire" or "commissioned work," and Buyer shall own, and Supplier hereby perpetually and irrevocably assigns to Buyer, all Intellectual Property generated and developmental work conducted by Supplier in connection with these General Terms at the time of creation. Notwithstanding the foregoing, to the extent that: (i) any Intellectual Property is not considered a work made for hire or commissioned work; or (ii) assignment of any Intellectual Property is not legally permissible, Supplier hereby grants Buyer an exclusive, royalty-free, worldwide, perpetual, irrevocable, assignable, sub-licensable, and unrestricted license to such Intellectual Property to the fullest extent permitted by law. Supplier will execute any documents that Buyer reasonably determines are necessary to document Buyer's rights in such Intellectual Property or to secure or perfect any rights of Buyer relating to such Intellectual Property. Notwithstanding anything stated herein to the contrary, the provisions of this Section 10 shall survive the expiration or termination of these General Terms.

11. CONFIDENTIAL INFORMATION.

a. A Party (the "**Discloser**") may disclose "**Confidential Information**" to the other Party (the "**Recipient**"). "**Confidential Information**" is all information that the Discloser marks confidential or that a reasonable business person would consider confidential. Confidential Information may also include, without limitation, any and all information that identifies, relates to, describes, or is reasonably capable of being associated or reasonably linked or linkable to a particular individual or device ("**Personal Information**"). In the event that a non-disclosure agreement exists between the Parties which governs the exchange of Confidential Information pursuant to a Purchase Order governed by these General Terms, such non-disclosure agreement shall take precedence over this Section, and the Parties agree that such non-disclosure agreement is hereby

amended to expand the purpose or scope of such non-disclosure agreement to include the purchase of the Products under these General terms.

b. Recipient may use Confidential Information only for the purpose of buying and selling Products under the General Terms and related Purchase Orders (the "**Purpose**"). Recipient must use a reasonable degree of care to protect Confidential Information and to prevent unauthorized use or disclosure. Recipient may share Confidential Information with its, or any of its employees, directors, agents, or third-party contractors, who need to know it in connection with the Purpose, and who have agreed in writing to keep confidential Discloser's Confidential Information, or information of a type that would include Discloser's Confidential Information. Recipient agrees to protect all Personal Information in accordance with all applicable privacy, data protection, and security laws and regulations. Supplier may not announce, describe, or confirm the existence or terms of these General Terms as agreed by the Parties or use the name, logo, trademark, or other symbol of Buyer in publicity releases or advertising without securing the prior written consent of Buyer.

c. Confidential Information does not include information that: (a) was known to Recipient without restriction before receipt from Discloser; (b) is publicly available through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; or (d) is independently developed by Recipient. A Party is permitted to disclose Confidential Information when compelled to do so by law if that Party provides reasonable prior notice to the other Party (unless a law or court order bars giving notice).

d. Each Party has a duty not to disclose the existence of these General Terms as agreed by the Parties, the Purpose, or the nature of the Parties' business dealings with each other, without the other Party's prior, written consent.

e. If a Party breaches this provision, the other Party may seek injunctive and other equitable or similar relief. The Parties waive any requirement to post bond, or prove actual damages, in connection with seeking this relief.

f. After performance related to the final Purchase Order issued under the General Terms is concluded: (i) Recipient's duty to protect Confidential Information that is disclosed hereunder expires five years thereafter, and (ii) the Recipient must destroy or return the Discloser's Confidential Information to the Discloser, except Confidential Information that is automatically stored on a backup system in the ordinary course of business. Confidential Information that is retained and stored remains subject to the same confidentiality and use limitations of these General Terms even after its termination.

g. To the extent Supplier and Buyer are parties to a non-disclosure agreement that addresses the exchange of competitively sensitive information of Supplier, such non-disclosure agreement will govern.

12. SECURITY

a. In efforts to secure sensitive and confidential information, Supplier will maintain a cybersecurity program, including the adoption and enforcement of internal policies and procedures, in accordance with the highest industry standards and best practices. Such program will aim to (a) protect Buyer and Supplier information against accidental or unlawful loss, access, or disclosure, (b) identify and mitigate foreseeable and internal risks to security and unauthorized access, and (c) implement, at a minimum, the security controls enumerated in the most recent version of U.S. FAR 52.204-21 (https://www.acquisition.gov/far/52.204-21).

b. Supplier will: (a) enforce policies and procedures related to electronic, network, and physical monitoring and data storage, transfer, and access; (b) enforce multi-factor authentication for employees; (c) configure network security, firewalls, accounts, and resources for least-privileged access; (d) maintain a logging and incident response procedure; (e) maintain corrective action plans to respond to potential security threats and (f) conduct periodic reviews of Supplier's security posture and the capability of Supplier's information security program as aligned to industry standards and practices, as well as Supplier's own policies and procedures.

c. If Supplier becomes aware of any compromise of information used in the performance of this Agreement, or provided by Buyer to Supplier, its officers, employers, suppliers, or contractors (an "**Incident**"), Supplier shall take appropriate immediate actions to investigate and contain the Incident and associated risk, including notification to Buyer within 24 hours after discovery of the Incident. "**Compromise**" as used in this clause refers to access without authorization, accidental disclosure, misuse, loss, destruction, or altercation other than as required to perform contractual duties. Supplier must provide response and cooperation to Buyer in conducting any investigation regarding the nature and scope of any Incident. Any costs incurred throughout the investigation or remediation of Incidents shall be borne by the Seller.

13. SUSTAINABILITY

i. Supplier agrees to support Buyer's greenhouse gas (GHG) emissions reduction initiatives by reducing Supplier's own GHG emissions as well as driving similar reductions on its own upstream suppliers. Supplier will enter into a separate agreement with Buyeroutlining specific quantitative GHG reduction commitments.

ii. Supplier agrees to provide information on its sustainability performance to support Buyer's environmental, social, and governance requirements, in a format as directed by Buyer to include (but not be limited to):

- Completion of self-assessment questionnaires (SAQs) for compliance to the Responsible Business Alliance (RBA) code of conduct.
- Completion of third-party audits by validated audit

partners (VAP) for compliance to the Responsible Business Alliance (RBA) code of conduct.

- Annual disclosure of Greenhouse Gas (GHG) emissions, Scope 1, Scope 2, and upstream Scope 3 (categories 1-8) as defined by the World Resources Institute Greenhouse Gas Protocol.
- Progress against GHG reduction targets as separately agreed between the Parties.
- Other environmental, social, and governance programs as reasonably requested by Buyer.

14. INDEMNIFICATION.

a. For purposes of this Section 14, the term "Supplier" shall be expanded to include Supplier and Supplier's Affiliates, officers, agents, employees, and/or contractors. Supplier will indemnify and hold Buyer harmless from and against all liabilities, costs, losses, or expenses, including reasonable attorneys' fees, incurred or suffered by Buyer as a result of or in connection with any of the following: (i) death, personal injury, or tangible property damage caused by an act or omission of Supplier or by any Product; (ii) Supplier's negligence, gross negligence, recklessness or willful misconduct; (iii) use of Products by Buyer as contemplated, including any allegation that a Product (including the materials or processes used in the manufacture of such Product) infringes or misappropriates any intellectual property right of a third party; (iv) strict liability in tort or products liability of any other kind in connection with any Products provided by Supplier; or (v) Supplier's breach or alleged breach of any agreement between the Parties, the General Terms, or any additional terms applicable to a Purchase Order.

b. Buyer will notify Supplier in writing of any claim, act, or allegation, promptly after learning of it, and will assist and cooperate in its defense or settlement. Defense and settlement will be at Supplier's sole expense, and Supplier will pay all damages and costs awarded against Buyer as a result of any arbitration, suit or proceeding.

15. INSURANCE.

a. Supplier will, at its own expense, carry and maintain insurance in full force and effect with financially sound and reputable insurers, which includes: (i) commercial general liability (including product liability) in a sum no less than US$3,000,000 for each occurrence and US$5,000,000 in the aggregate; (ii) workers' compensation insurance in compliance with the applicable laws of each jurisdiction affected by a Purchase Order; and (iii) if the Supplier will use or provide for use of motor vehicles in providing and/or performing the Purchase Order, automobile (motor vehicle) insurance covering all liabilities for personal injury and property damage arising from the use of those vehicles, with limits of no less than US$3,000,000.

b. If Buyer so requests, Supplier will list Company as an "additional insured" or a "loss payee," as appropriate, on these policies and provide proof that it has done so, and provide proof that all insurance policies required under these General Terms are "claims occurrence" policies.

16. MISCELLANEOUS.

a. AUDIT. For Buyer to assess Supplier's performance under the General Terms, including Supplier's compliance with respect to pricing, specifications, warranties, security, environmental requirements, and certifications, Buyer or its designated representative(s) have the right, with reasonable notice to Supplier, to access and audit Supplier's facilities, books, records, goods, computer network defense systems, data security measures, cybersecurity controls, subcontractors, cloud service providers, and services related to the Supplier's compliance with the General Terms, including the compliance of Supplier's vendors and supply chain with applicable provisions of these General Terms, for a period of three (3) years following the later of expiration or termination of any Purchase Order. The costs of any audit will be paid by Buyer, unless the audit reveals nonconformance by Supplier, in which case Supplier will promptly reimburse Buyer for the reasonable costs of the audit within five days after Buyer demands reimbursement. Supplier will impose similar requirements on its suppliers to ensure their compliance with all applicable laws, rules, and regulations. All materials and workmanship entering into the performance of any Purchase Order may be inspected, tested and expedited at all times and places either before, during or after manufacture by representatives designated by Buyer. The exercise of this right to inspect, test and expedite, however, shall in no way relieve Supplier of its obligation to furnish all articles or materials in strict accordance with the specifications and all terms and conditions set forth herein and in any applicable Purchase Order. If inspection, testing and expediting are made on the premises of Supplier or its supplier, Supplier shall furnish without additional charges all reasonable facilities and assistance for the safety and convenience of the Buyer representatives in the performance of their duties. Supplier shall not retaliate in any form against its employees, agents, or subcontractors who, in good faith, cooperate with Buyer or its representatives during the conduct of an audit, inspection, or compliance review**.** To assess Supplier's compliance with Section 12 of these General Terms, Buyer may require Supplier to participate with Buyer in a compliance review by completing an evaluation survey, participating in joint incident response exercises, and other similar activities.

b. DELAYS. Time is of the essence in Supplier's performance. Supplier must immediately notify Buyer whenever Supplier has knowledge of an actual or potential delay to the timely performance of a Purchase Order. If Supplier refuses or fails to meet the delivery date(s) specified in a Purchase Order, Buyer may, without limiting its other rights and remedies, direct expedited routing and charge excess costs to Supplier, or cancel all or part of the Purchase Order.

c. ENTIRE AGREEMENT. The General Terms along with any Purchase Order and/or contract incorporating these General Terms comprise the complete understanding and contract between Supplier and Buyer with respect to their subject matter, and supersede any prior written or oral understandings on the same subject, except for an active NDA between the Parties. No purported amendment, modification or waiver of a provision will be binding on Buyer unless it is in a written document signed by an authorized representative of Buyer. Any waiver is limited to the circumstance or event specifically referenced in the written waiver document. Headings are for purposes of reference only and do not in any way limit or affect the meaning or interpretation of any of the terms. If the scope of any of the provisions of these General Terms is too broad or otherwise unenforceable to its full extent, then such provisions will be enforced to the maximum extent permitted by law, and the Parties consent and agree that the scope may be judicially modified to the extent necessary to conform to law.

d. ASSIGNMENT. Supplier may not assign or subcontract any of its rights or obligations under these General Terms without Buyer's prior written consent. Supplier is responsible for the performance or non-performance of any subcontractor and will indemnify, defend and hold harmless Buyer from and against all claims, actions, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising from a subcontractor's acts or omissions. Any assignment or subcontract of a Purchase Order or any interest therein or any payment due or to become due thereunder shall be void without the written consent of Buyer.

e. ENFORCEABILITY. If a provision of a Purchase Order, or the General Terms, is held to be unenforceable by the final order of any court of competent jurisdiction, that provision will be severed and not affect the interpretation or enforceability of the remaining provisions.

f. GOVERNING LAW AND JURISDICTION. The General Terms are governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without reference to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the General Terms. Supplier consents to the exclusive jurisdiction and venue of the Federal and State courts located in Allegheny County, Pennsylvania, as the exclusive forum for the resolution of disputes.

g. TOOLS AND MATERIALS. Title to and all other rights in tangible property that Buyer provides to Supplier, that Buyer pays for and are obtained by Supplier, or that Supplier produces in submitting a bid or estimate to Buyer, or in carrying out a Purchase Order, will be vested in Buyer, and Supplier must return or deliver all tangible property to Buyer promptly, on request. Supplier assigns to Buyer all copyrights in and to any literary property produced by Supplier for Buyer. Unless Buyer agrees otherwise, all special purpose tooling or materials that Supplier uses to fulfill a Purchase Order under this subsection: (i) remains the property of Buyer; (ii) is removable at any time upon demand by Buyer without additional cost; (iii) will only be used by Supplier in filling orders from Buyer; (iv) will be kept separate from Supplier's other tools and materials; (v) will be clearly identified by Supplier as the property of Buyer, (vi) will be kept confidential as set forth herein, and (vii) will be kept in good operating condition,. Supplier shall be responsible for all loss or damage to any special purpose tooling or materials while in Supplier's possession and insure its risk in this respect with adequate fire and extended coverage insurance. All taxes, assessments and similar charges levies with respect to or upon any such special purpose tooling or materials while in Supplier's possession or control and for which no exemption is available shall be borne by Supplier.

h. FORCE MAJEURE. As used in these General Terms, "**Force Majeure**" means an act or event that: (a) prevents a Party from performing its obligations under these General Terms, a Purchase Order or a Statement of Work ("**SOW**"); (b) is beyond the reasonable control of and not the fault of the Party; and (c) could not be avoided or overcome, despite the Party's best efforts to do so. Force Majeure events include fire, hurricane, flood, storm, riot, pandemics, acts of war, government, or other embargoes or restrictions on shipping or transport. Force Majeure events do not include economic hardship, labor strikes, supply shortages, changes in market conditions, lack of internet access, viruses, security incidents, insufficiency of funds, changes in the law, one Party's non-compliance with applicable laws and regulations, court orders, or legislative, judicial, or administrative rulings. Neither Party will be liable for any delay in performing, or for failing to perform, its obligations under these General Terms resulting from Force Majeure if that Party uses its commercially reasonable efforts to mitigate its effects. The Party affected by a Force Majeure must promptly notify the other Party of the event (not later than five business days after discovery), and any impacted delivery dates will be extended for the period of delay or inability to perform. If a Party's performance is delayed by Force Majeure for fifteen business days or more, the unaffected Party may at any time thereafter terminate these General Terms or an impacted SOW or Purchase Order upon notice.

i. TERMINATION FOR CAUSE.

   i. Buyer may terminate any applicable Purchase Order is Supplier materially defaults in the performance of any material term or condition thirty (30) days after the defaulting party's receipt of written notice of material default (the "**Cure Period**"), provided that the Supplier has not cured such default within such period. In the event of a cancellation under this subsection, Supplier shall reimburse Buyer for any additional cost incurred by Buyer if Buyer purchases from any third-party

products substantially similar and in the same quantity as the Products.

ii. Either Party may terminate any or all outstanding Purchase Orders immediately upon written notice to the other in the event that the other Party becomes insolvent, is unable to pay its debts when due, files for bankruptcy, makes an assignment for the benefit of creditors, has a receiver appointed to it, or undergoes a sale of all or substantially all of its assets relating to any Purchase Order.

j. COUNTERPARTS. These General Terms may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

k. ELECTRONIC SIGNATURE. These General Terms and all SOWs, Purchase Orders, change orders, amendments, or other documents requiring signature may be executed using digital or electronic signatures, and those documents that are digitally or electronically executed will be legally binding.