

**CONCENTRIC, LLC (“Concentric”)**

**GENERAL TERMS AND CONDITIONS FOR PURCHASE OF GOODS AND SERVICES**

**1. Acceptance**

Supplier’s (i) full or partial performance under, or indication thereof, or (ii) acknowledgement of the Order, is acceptance of the Order and all terms and conditions set forth in the Order and these Terms and Conditions. Any terms and conditions set forth in Supplier’s acceptance or in any acknowledgment, invoice, or other form of Supplier that add to, vary from, or conflict with the terms hereof are hereby rejected. If the Order is an acceptance of a prior offer by Supplier, such acceptance is limited to the express terms set forth in the Order.

**2. Certain Definitions**

“Agreement” means the master service agreement, long term agreement, subcontract, or other agreement between the Parties pursuant to which Orders are issued to Supplier.

“Buyer” means Concentric, LLC, a Texas limited liability company, and any successor or assignee of Buyer.

“Delivery Date” means the date of delivery for Goods and Services as specified or referenced in an Order.

“Goods” means goods, parts, supplies, software, drawings, data, reports, manuals, other specified documentation, or items that are required to be delivered pursuant to, or in connection with, an Order, and, where the context requires, such services as are necessary and incidental to the delivery of Goods under any Order. For clarity, changes made by Buyer to the part numbers and/or other description of the Goods as a result of a change under the Changes clause of these Terms and Conditions will continue to be Goods.

“Intellectual Property” means all inventions, patents, software, copyrights, mask works, industrial property rights, trademarks, trade secrets, know-how, proprietary information and rights and information of a similar nature. Such information includes, without limitation, designs, processes, drawings, prints, specifications, reports, data, technical information, and instructions.

“Party” or “Parties” means Buyer and/or Supplier, individually or collectively, as the context requires.

“Order” means a paper or electronic document sent by Buyer to Supplier, or an entry on a Buyer website, to initiate the ordering of Goods or Services, such as a purchase order, a scheduling agreement, or other authorization, and including, without limitation, change notices, supplements or modifications thereto. Each such Order shall be deemed to incorporate by reference these Terms and Conditions.

“Services” means any effort performed by Supplier necessary or incidental to the delivery of Goods, including, without limitation, design, engineering, installation, repair and maintenance. The term “Services” also includes any effort required by an Order.

“Supplier” means the legal entity providing Goods and/or Services or otherwise performing work pursuant to an Order.

“Terms & Conditions” means this document, the Concentric General Terms and Conditions for the Purchase of Goods and Services, as amended from time to time.

**3. Delivery**

- 3.1 Supplier shall use the electronic data exchange billing and invoicing systems (collectively, “Buyer Systems”) specified by Buyer.
- 3.2 The delivery information in the Buyer Systems shall establish the Delivery Dates for the Goods and/or Services. Supplier shall only ship in accordance with the rules established by the Buyer Systems..
- 3.3 Time is of the essence in Supplier’s performance of an Order, and Supplier shall deliver Goods and perform Services by the Delivery Date.
- 3.4 Seller shall ship Goods to the location designated from time to time by Buyer. Buyer shall provide to Supplier invoicing, delivery terms, shipping, packing and waste reduction instructions through an attachment to, or printing on the face of, the Order, or incorporated into the Order by reference to a web site. Unless the Parties agree otherwise in writing, the delivery terms for Goods shall be DDP (Incoterms 2020) at such location(s) as may be specified by Buyer in applicable Order. Title and risk of loss and damage shall pass to Buyer upon delivery as provided in the preceding sentence.

**4. Inspection, Acceptance, and Rejection of Goods**

- 4.1 For a period of ninety (90) days following Buyer’s receipt of Goods or completion of Services performed by the Supplier, Buyer shall be entitled to inspect such Goods or Services to ensure conformity with the Order (“Inspection Period”).
- 4.2 During the Inspection Period, Buyer may, with respect to any Goods or Services that do not conform in one or

more respects to the Order: (i) reject all or a portion of such nonconforming Goods or Services; or (ii) accept all or a portion of such nonconforming Goods or Services with a price reduction for the cost of repair or the diminution of value.

- 4.3. Supplier shall be liable for Buyer's actual costs, expenses and damages related to or arising from nonconforming Goods or Services, including without limitation, incremental labor costs, transportation costs, and all other resulting losses or corrective action costs incurred by Buyer.

## 5. Warranties

- 5.1. Supplier warrants to Buyer that all Goods shall be: (i) merchantable and fit for the purpose intended; (ii) new; (iii) free from defects in material and workmanship; (iv) free from defects in design if the design is not provided by Buyer; (v) manufactured in strict accordance with any specifications in the Order and all applicable laws and regulations; and (vi) free from liens or encumbrances on title (collectively, the "Product Warranty").
- 5.2. Buyer may require Supplier to promptly repair or replace, at Buyer's option, any Goods that breach the Product Warranty. Buyer may return ship the Goods on the fastest available commercial carrier at Supplier's expense and risk of loss or damage. Goods returned to Buyer hereunder shall be shipped at Supplier's expense and risk of loss and shall be accompanied by a notice stating whether they are new replacements or repaired originals, and shall continue to be covered under this Product Warranty. Supplier shall conduct intake, review, analysis, and any other activity required to evaluate whether the returned Goods are covered by the Warranty at no expense to Buyer.
- 5.3. Notwithstanding any other provision, in addition to the foregoing, Supplier shall be liable for Buyer's actual costs, expenses, and damages related to or arising from Goods not conforming to the Product Warranty, including, without limitation: labor and other costs related to transportation of Goods, expediting, removal, disassembly, failure analysis, fault isolation, assembly, reinstallation, reinspection, retrofit, and any and all other such corrective action costs incurred by Buyer.
- 5.4. Supplier warrants that the Services will be performed in accordance with current, sound, and generally accepted industry practices and in a workmanlike manner by appropriately licensed personnel who are trained and experienced in the appropriate fields (the "Service Warranty").
- 5.5. Supplier agrees that should any of the Services not comply with the Service Warranty, in Buyer's sole judgment acting reasonably, Supplier shall re-perform all Services originally undertaken by Supplier and/or necessary to correct such defective Services, at no additional cost to Buyer. In the event reperformance does not remedy Supplier's unsatisfactory performance, Buyer reserves the right to procure substitute services from another source or sources and to charge Supplier (directly or via set-off) with the costs thereof. Buyer also reserves the right to charge Supplier for costs, expenses, and damages occasioned by Supplier's breach of the Service Warranty.
- 5.6. If the Buyer becomes aware that Supplier or any Supplier employee, agent, or contractor (collectively "Supplier Personnel") either: (i) does not have the background or qualifications appropriate for the location and type of work to be performed, or (ii) repeatedly fails, in the Buyer's sole determination, to perform in a competent manner, Buyer may notify Supplier in writing, citing the grounds and specific supporting facts, and Supplier shall no longer schedule the relevant Supplier Personnel to provide or support any Services for the Buyer. If Supplier learns during the term of the Order of any lapse in qualifications of any of the Supplier Personnel, Supplier shall immediately remove and replace the relevant Supplier Personnel and inform Buyer of the same.

## 6. General Indemnification

**Supplier shall indemnify, defend, and save and hold harmless Buyer, Buyer's insurers, and their respective employees, agents, officers, and directors for and from all suits, claims, judgments, awards, losses, damages, costs, or expenses (including, without limitation, attorneys' fees) relating to, arising out of, or caused by the performance hereunder, any act or omission of Supplier or any Goods or Services. Supplier's indemnification obligation hereunder covers, without limitation, injuries, sickness, diseases (including, without limitation, occupational disease whenever occurring), or death of Supplier employees.**

## 7. Taxes

- 7.1. All payments, prices, fixed or otherwise, sums, payments, fees, taxes, and monetary amounts set forth in the Order or these Terms and Conditions are exclusive of any and all sales and use taxes, value added taxes, goods and services taxes, taxes levied upon importation (such as customs duties and excises), and any other taxes (collectively, "Taxes").
- 7.2. When invoicing, Supplier shall: (i) include amounts of Taxes, or specific fees Supplier is required by applicable law to add-on to the sales price and collect from Buyer or otherwise is legally due from Buyer, and (ii) separately state each of the Taxes.
- 7.3. Supplier shall be responsible for payment of all Taxes, and for the fulfillment of Supplier's obligations under applicable law with respect to collecting and remitting Taxes collected from Buyer under these Terms and Conditions, to the proper tax authority. Supplier shall pay any penalties, fees, or interest charges imposed by a tax authority or other authority resulting from the non-payment of Taxes collected by Supplier. Supplier shall also pay any Taxes arising out of its willful misconduct or negligence for which Buyer becomes liable.

## 8. Changes

- 8.1. Buyer may unilaterally make changes within the general scope of the Order, including, without limitation, changes in whole or part, to: (i) shipping, waste reduction, or packing instructions, (ii) place of delivery, (iii) any designs and drawings, (iv) the statement of work, (v) the method or manner of performance, and/or (vi) quality requirements ("Change(s)"); provided, however, that any Order terms that incorporate flexibility for variations and/or modifications do not constitute a "Change". Supplier shall perform any Changes ordered by Buyer.
- 8.2. If a Change causes an increase or decrease in the cost of, or the time required for, performance, an equitable adjustment shall be made in price or delivery schedule or both ("Adjustment Claim"), and Buyer shall modify the Order accordingly; provided that Supplier delivers to Buyer an Adjustment Claim in writing in the form of a complete change proposal, fully supported by factual information, to Buyer no later than fifteen (15) days after Supplier's notification of the Change.

## 9. Termination for Default

- 9.1. Buyer may, by written notice, terminate an Order (or any portion thereof) for default without any liability or obligation whatsoever to Supplier for the portion terminated, in the following circumstances: (i) Supplier fails to perform any obligation hereunder, including, without limitation, a delivery obligation; (ii) when Buyer has reasonable grounds for insecurity, and Supplier fails to provide adequate assurances of performance within ten (10) days following Buyer's demand therefor; or, (iii) should Supplier (a) become insolvent, (b) become unable to pay its debts as they mature, (c) make a general assignment for the benefit of creditors, (d) have a receiver appointed for the whole or any substantial part of its assets, or (e) become in any way the subject of a bankruptcy petition.
- 9.2. Buyer shall have no liability in relation to those Goods or Services terminated for Supplier's default. Supplier shall be liable to Buyer for any and all expenses, costs, and damages including, without limitation, increased re-procurement costs, requalification costs, and other non-recurring costs, except in the circumstance of any failure or delay constituting an Excusable Delay.

## 10. Termination for Convenience

- 10.1. Buyer may, at any time, terminate all or part of an Order for its convenience upon written notice to Supplier.
- 10.2. Upon such termination, in accordance with Buyer's written direction, Supplier shall immediately: (i) cease work and place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the Order; (ii) prepare and submit to Buyer an itemization of all completed and partially completed Goods and/or Services; (iii) deliver to Buyer any and all Goods completed up to the date of termination at the pre-termination Order price; and (iv) if requested by Buyer, deliver any work-in-process.
- 10.3. In the event Buyer terminates in accordance with this Section 10 after performance has commenced, Buyer shall compensate Supplier only for the actual and reasonable work-in-process costs incurred by Supplier on Goods or Services already provided. Supplier shall use reasonable efforts to mitigate its own and Buyer's liability under this Section 10. In order to receive compensation, Supplier's termination claim must be submitted within ninety (90) days from the effective date of the termination.
- 10.4. Buyer shall not be liable to Supplier for costs or damages associated with Buyer's termination other than as described in Section 10.3, and in no event for lost or anticipated profits, or unabsorbed indirect costs or overhead, or for any amount in excess of the price allocated to the portion of the Order terminated.

## 11. Intellectual Property Indemnification

- 11.1. **Supplier shall indemnify, defend, and save and hold harmless Buyer, its subsidiaries, agents, directors, officers, and employees, assigns, successors-in-interest, and each subsequent purchaser or user, from any losses, costs, damages, and liabilities, including, without limitation, any attorney's fees, court costs, and fines, arising from any potential or actual claim, suit, injunction, action, proceeding, or investigation alleging infringement or violation of any Intellectual Property rights or license, related to the manufacture, use or sale of any Goods or Services delivered or performed in connection with the Order ("Claim").**
- 11.2. Supplier shall, upon written notice from Buyer of a Claim, promptly assume and diligently conduct the entire defense of a Claim at its own expense. Insofar as Buyer's interests are affected, Buyer shall have the right, at its own expense and without releasing any obligation of Supplier, to participate and intervene in a Claim. Buyer shall have the right to reasonably reject counsel selected by Supplier. Supplier shall not enter into any settlement without Buyer's prior written consent, which shall not be unreasonably withheld.
- 11.3. Buyer may supersede Supplier in the defense of any Claim, and assume and conduct the defense at Buyer's sole discretion. In such an event, Supplier shall be released from any obligation to pay for attorneys' fees and court costs, but not settlement or damages, and any such release is expressly conditioned on Supplier's complete cooperation with Buyer in Buyer's defense of such Claim at Buyer's expense. Buyer shall not enter into any settlement without Supplier's prior written consent, which shall not be unreasonably withheld.
- 11.4. If the manufacture, use, or sale of the Goods is enjoined by a court, if delivery is precluded by a government entity, or if Supplier refuses to supply Goods to avoid a potential third party claim, Supplier shall avoid any disruption to

Buyer and shall: (i) secure for Buyer the right to use or sell such Goods; (ii) modify or replace such Goods with equivalent non-infringing Goods; or (iii) provide such other solution acceptable to Buyer. Supplier shall reimburse Buyer for Buyer's costs incurred in obtaining all internal and external approvals, qualifications, certifications, and the like, necessary for making, using and selling alternate non-infringing Goods. Supplier shall refund to Buyer the purchase price of any such Goods that Buyer is prohibited from using or selling.

## 12. Confidentiality, Use Restrictions, and Privacy

- 12.1. "Proprietary Information" means all information, knowledge, or data (including, without limitation, financial, business, and product strategy information; product specifications; product designs; procedures; studies; tests; and reports) in written, electronic, tangible, oral, visual, or other form, (i) disclosed by, or obtained from, Buyer or (ii) conceived, created, acquired, or first reduced to practice in connection with the Order. If Buyer furnishes sample products, equipment, or other objects or material to Supplier, the items so received shall be used and the information obtained from said items shall be treated as if they were Proprietary Information disclosed in connection with the Order.
- 12.2. Unless Supplier has received the Buyer's express written consent to the contrary, Supplier shall (i) use the Proprietary Information solely for the purposes of the Order, and not for any other purpose (including, without limitation, designing, manufacturing, selling, servicing, or repairing equipment for entities other than Buyer; providing services to entities other than Buyer; or obtaining any government or third party approvals to do any of the foregoing); (ii) safeguard the Proprietary Information to prevent its disclosure to or use by third parties by, at the very least, using all reasonable security measures and in compliance with relevant industry standards and applicable laws and regulations; (iii) not disclose the Proprietary Information to any third party; and (iv) not reverse engineer, disassemble, or decompile the Proprietary Information.
- 12.3. Supplier may disclose the Proprietary Information to only officers, directors, employees, contract workers, consultants, agents, affiliates, or subcontractors of Supplier who have a need to know such Proprietary Information for the purposes of the Order and who have executed a written agreement with Supplier obligating such entity or person to treat such information in a manner consistent with the terms of this Section 12.
- 12.4. The Order shall not restrict Supplier from using or disclosing any information that, as proven by written contemporaneous records kept in the ordinary course of business: (i) is or may hereafter be in the public domain through no improper act or omission of Supplier or a third party; (ii) is received by the Supplier without restriction as to disclosure by Supplier from a third party having a right to disclose it; (iii) was known to Supplier on a non-confidential basis prior to the disclosure by Buyer; or (iv) was independently developed by employees of Supplier who did not have access to any of Buyer's Proprietary Information.
- 12.5. If Proprietary Information is required to be disclosed pursuant to judicial process, Supplier shall promptly provide notice of such process to Buyer and, upon request, shall cooperate with Buyer to the fullest extent practicable in seeking a protective order or otherwise contesting such a disclosure. Disclosure of such requested Proprietary Information shall not be deemed a breach of the Order provided that the obligations of this Section 12 are satisfied by Supplier.
- 12.6. Supplier shall not make or authorize any news release, advertisement, or other disclosure that (i) relates to the Order or the relationship between Buyer and Supplier, (ii) denies or confirms the existence of the Order or (iii) makes use of Buyer's name or logo, in each case without the prior written consent of Buyer.
- 12.7. Privacy. Without limiting any of the foregoing, to the extent that, in connection with providing the Good or Services, Supplier has any contact with personal identifying information ("PII"), Supplier shall access, manage, store, disclose, and transmit the PII of the employees and agents of Buyer, and of its customers and other suppliers, only in furtherance of Supplier's obligations under the Order and in accordance with the written instructions of Buyer, and will access, manage, store, disclose, and transmit any PII (including that of Supplier's personnel) in strict compliance with the privacy protections imposed by applicable federal, state, and local laws and regulations.

## 13. Insurance

- 13.1. Without limiting any of Supplier's obligations hereunder, Supplier agrees to secure and carry as a minimum the following insurance with respect to all work to be performed under the Order for the duration of the Order: (i) Workers' Compensation Insurance, inclusive of an alternate employer endorsement, in an amount sufficient by virtue of the laws of the U.S., state, or other governmental subdivision in which the work or any portion of the work is performed and Employer's Liability Insurance in the minimum amount of \$1,000,000 for any one occurrence; (ii) Commercial General Liability Insurance including, without limitation, Premises Liability and contractual Liability, in which the limit of liability for property damage and bodily injuries, including, without limitation, accidental death, shall be at a minimum, a combined single limit of \$1,000,000 for any one occurrence, and \$2,000,000 in aggregate coverage, which can include a combination of primary and excess coverages which can include a combination of primary and excess coverages; (iii) if Supplier vehicles are used on Buyer's premises and/or used to accomplish work under the Order or otherwise on behalf of Buyer, Automobile Liability Insurance in which the limit of liability for property damage and bodily injuries, including, without limitation, accidental death, shall be a combined single limit of \$1,000,000 for any one occurrence; (iv) umbrella liability in an amount of \$1,000,000 (v) if Supplier or its subcontractors have Buyer's materials or equipment in its care, custody or control, Supplier shall have and maintain All-Risk Property Insurance in an amount sufficient to meet or exceed the value of such material; and (vi) if Supplier is performing professional services on behalf of Buyer, Supplier shall maintain Professional Liability Insurance with a limit of no less than \$2,000,000.

- 13.2. All such insurance shall be in a form and with insurers rated at least "A-VII" by A.M. Best or at least "BBB" by S&P (or an equivalent rating as produced by another rating agency acceptable to Buyer), and issued by companies authorized to do business under the laws of each state or jurisdiction in which all or part of the Services are to be performed.
- 13.3. The insurance policies required under this Section 13 shall be in form satisfactory to Buyer and shall contain a provision prohibiting cancellation or material change except upon at least thirty (30) days' prior notice to Buyer. All such insurance policies will be primary in the event of a loss arising out of the Supplier's performance of work and provide that where there is more than one insured the policy will operate, except for the limits of liability, as if there were a separate policy covering each insured and shall operate without right of contribution from any other insurance carrier by Buyer. Certificates evidencing such insurance and endorsements naming Buyer as an additional insured or, in the case of All Risk Property Insurance, naming Buyer as a loss payee, shall be made available to Buyer upon execution of the Order and before commencement of any work hereunder, and at least seven (7) days prior to the expiration of the insurance certificate(s). To the extent permitted by law, Supplier and its insurer(s) agree that subrogation rights against Buyer are hereby waived; such waiver shall be reflected on the insurance certificate. Supplier shall, if requested by Buyer, advise Buyer of the amount of available policy limits and the amounts of any self-insured retention.

#### 14. Standards of Business Conduct

- 14.1. Supplier shall adopt and comply with a policy statement or code of conduct regarding business ethics ("Code") that is consistent with the Concentric Code of Conduct, attached hereto as **Exhibit A**. The Code shall be suitable for Supplier's business and as a minimum will require compliance with all applicable laws and regulations. The Code shall assure a safe and healthy work environment, prohibit the use of child or forced labor, provide for the protection of the environment and minimization of waste, emissions, energy consumption, and the use of materials of concern, and prohibit engagement in corrupt practices (e.g. facilitating, offering, or paying any bribe).
- 14.2. Supplier represents and warrants that it has not and shall not offer or give anything of value (in the form of entertainment, gifts, or otherwise) to Buyer's employees or representatives for the purpose of obtaining the Order or favorable treatment under the Order. Supplier represents and warrants that it has not made, nor will it make, or offer to make any political contributions, or pay, or offer to pay any fees or commissions in connection with the Order.

#### 15. Compliance with Laws

Supplier shall comply with all applicable national, state, provincial, and local laws, ordinances, rules, and regulations applicable to the performance of the Order, except to the extent inconsistent with U.S. antiboycott laws, including, without limitation, (i) the manufacture or provisioning of Goods and/or Services, (ii) the shipping of Goods, and (iii) the configuration or content of Goods for the use intended by Buyer. Without limiting the foregoing, Supplier shall comply with the most current export control and sanctions laws, regulations, and orders applicable at the time of the export, re-export, transfer, disclosure, or provision of Goods, software, technology or Services including, without limitation, the (i) Export Administration Regulations ("EAR") administered by the Bureau of Industry and Security, U.S. Department of Commerce, 15 C.F.R. parts 730-774; (ii) International Traffic in Arms Regulations ("ITAR") administered by the Directorate of Defense Trade Controls, U.S. Department of State, 22 C.F.R. parts 120-130; (iii) Foreign Assets Control Regulations and associated Executive Orders administered by the Office of Foreign Assets Control, U.S. Department of the Treasury, 31 C.F.R. parts 500-598; and (iv) laws and regulations of other countries.

#### 16. Applicable Law and Forum

The validity, construction, and performance of the Order and these Terms and Conditions shall be governed by and interpreted in accordance with the laws of the State of New York, U.S.A., with the exception of conflicts of law rules that would result in the application of the law of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Supplier agrees to the exclusive jurisdiction of the state and federal courts of general jurisdiction of the State of New York, and agrees not to commence any suit or proceeding relating hereto except in such courts. EACH PARTY IRREVOCABLY WAIVES ANY DEFENSE OF FORUM NON CONVENIENS, AS WELL AS ALL RIGHTS TO A TRIAL BY JURY IN ANY SUIT, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THE ORDER.

#### 17. Dispute Resolution

- 17.1. Except as provided below, prior to a Party initiating a formal legal proceeding relating to a dispute under an Order, that Party must provide the other with a written request for dispute resolution. Each Party shall, within five (5) calendar days after such written request is received, designate a representative who will be responsible for negotiating, in good faith, a resolution of the dispute. Should the representatives fail to reach agreement within thirty (30) calendar days of receipt of the request, senior-level manager of each Party shall attempt to resolve the issue within sixty (60) calendar days of receipt of such written request.
- 17.2. Either Party may (i) resort to a formal legal proceeding for equitable relief at any time and (ii) institute litigation in order to avoid the expiration of any applicable limitations period or to preserve a superior position with respect to other creditors.
- 17.3. Each Party shall continue performing its obligations under the Order pending resolution of the dispute. The dispute

resolution procedures set forth herein do not supersede, delay, or otherwise affect any rights of termination that are expressly set forth in these Terms and Conditions.

## 18. Miscellaneous

- 18.1. Assignment. Any assignment by Supplier of an Order, in whole or in part, by operation of law or otherwise, without Buyer's prior written consent shall be null and void, and shall constitute a material breach of the Order.
- 18.2. Setoff. Buyer may withhold, deduct, and/or set off all money due, or which may become due to Supplier arising out of Supplier's performance under the Order or any other transaction with Buyer.
- 18.3. Partial Invalidity/Unenforceability. If in any provision of the Order or these Terms and Conditions shall be determined to be invalid or unenforceable under any applicable law by any competent court or arbitration tribunal, such provision shall be ineffective only to the extent of such prohibition or unenforceability. The remaining provisions shall be given effect in accordance with their terms. The provision declared invalid or unenforceable shall be deemed to be restated to reflect as nearly as possible the meaning and essence of such provision without rendering such amended provision invalid or unenforceable.
- 18.4. Survival. All rights, obligations, and duties hereunder, which by their nature or by their express terms extend beyond the expiration or termination of the Order, including, without limitation, the warranties, indemnifications, confidentiality and use restrictions, privacy protections, and product support obligations, shall survive the expiration or termination of the Order.
- 18.5. No Waiver. No failure of any Party to exercise any right under, or to require compliance with, the Order, or knowledge of past performance at variance with the Order, shall constitute a waiver by such Party of its rights hereunder. No concession, latitude, or waiver allowed by either Party to the other at any time shall be deemed a concession, latitude, or waiver with respect to any rights unless and only to the extent expressly stated in writing, nor shall it prevent such Party from enforcing any rights in the future under similar circumstances.
- 18.6. Delays. Whenever there is an actual delay or threat to delay the timely performance of the Order, Supplier shall immediately notify Buyer in writing of the probable length of any anticipated delay and take, and pay for, all activity to mitigate the potential impact of any such delay.
- 18.7. Force Majeure. Supplier shall be liable for any failure or delay in performance in connection with the Order, except where such failure or delay results from causes that are, at one and the same time, unforeseeable, unavoidable, outside of its control, and without its fault or negligence, provided Supplier gives Buyer, within three (3) days of Supplier's learning of such cause, written notice to the effect that a failure or delay by Supplier will occur or has occurred (an "Excusable Delay"). If a failure or delay in performance is caused by an event affecting any of Supplier's suppliers, such failure or delay shall not be excusable unless such event is an Excusable Delay as defined above and the good or service to be provided by such supplier is not obtainable by Supplier from other sources in time for timely delivery of the Goods to Buyer. Buyer shall be excused for any failure or delay in performance due to any cause beyond its reasonable control.
- 18.8. Notices. Any notice from one Party to the other under any Order shall be in writing and either: (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) sent by a recognized overnight mail or courier service with delivery receipt requested; (iv) sent by e-mail with acknowledgement of receipt by recipient (provided that an out-of-office notice shall not constitute such acknowledgment); or (v) sent by facsimile transfer, in each case utilizing the contact information set forth in the Order.
- 18.9. Relationship of the Parties. The relationship between Supplier and Buyer will be that of independent contractors and not that of principal and agent, nor that of employer and employee, nor that of legal partners. Neither Party will represent itself as the agent or legal partner of the other Party nor perform any action that might result in other persons believing that it has authority to contract in any way to enter into commitments on behalf of the other.
- 18.10. Entire Agreement; Order of Precedence. The order of precedence provision in a master service agreement between the Parties, if any, shall prevail over the conflicting terms in these Terms & Conditions. If there are any inconsistencies or conflicts in the provisions applicable to an Order, precedence shall be given in the following descending order of documents, which documents collectively constitute the entire agreement between the Parties and supersede all previous communications, representations, and agreements, either oral or written, between the Parties with respect to the subject matter hereof: (i) the face of the Order, including but not limited to the price, price adjustment terms, specifications, shipping, quality requirements, drawings, work statements, and modifications to the master service agreement between the Parties (if any) and/or these Terms & Conditions that specifically reference the section being modified; (ii) terms of the master service agreement, if any, between the Parties under which a given Order is issued; and (iii) these Terms & Conditions.

## Exhibit A—Concentric, LLC Code of Conduct

Concentric, LLC ("Concentric") seeks to conduct business in a safe, lawful, and ethical manner in all countries in which we have the privilege to work. To achieve this purpose, we expect our Service Providers to subscribe to certain principles in conducting business. While Concentric recognizes that there are different legal and cultural environments throughout the world, this Code of Conduct (this "Code") sets forth the basic requirements all Suppliers must meet in order to do business with Concentric.

Failure by Supplier to comply with this Code will constitute an event of default under any contract between Concentric and Supplier and may be sufficient cause for Concentric to revoke a Supplier's "approved" status. Concentric reserves the right, as a condition of Supplier approval, to conduct unannounced, periodic audit inspections of Supplier, its facilities, and business practices to verify compliance with this Code. Supplier agrees to cooperate fully and to provide Concentric's representatives or agents with any and all information requested, which is necessary to demonstrate compliance with this Code.

1. **General ethical standards** - Concentric respects the legal, ethical, and moral standards and beliefs of all people and cultures with which we do business. We in turn expect our Supplier to respect our rules and procedures. Suppliers that produce goods for Concentric will operate in full compliance with the laws of their respective countries and with all other applicable laws, rules and regulations, and with the principles set forth in the Mitsubishi Heavy Industries [Global Code of Conduct](https://www.mhi.com/company/aboutmhi/policy/conduct.html) (available at: <https://www.mhi.com/company/aboutmhi/policy/conduct.html>).
2. **Customs Compliance** - Suppliers importing products from countries outside the United States must comply with applicable US customs law and will establish and maintain programs to comply with customs laws regarding illegal transshipment of products. Concentric is a participant in the U.S. Customs Trade Partnership Against Terrorism Program (C-TPAT). Supplier will, at all times, do whatever is necessary to maintain a high level of product shipment security, which includes ensuring the integrity of their security practices and communicating the U.S. Customs and Border Protection security guidelines to their business partners within the supply chain. Routine audits of plant security procedures must be put into place. Any deficiencies found during the audit process should be addressed immediately.
3. **Health & Safety** - Concentric strives to have a safe and healthy working environment in all the facilities that Concentric owns, operates, and provides services in. Concentric requires that any Supplier who we utilize for services will provide a safe and healthy environment for their employees in the workplace. Supplier shall comply with all federal, state / provincial and local safety laws, rules and regulations, including those of Concentric and its customers. Supplier further agree to notify local community authorities in case of any environmental emergency. If Supplier creates any hazard, Supplier shall eliminate the hazard before any further work may proceed. Supplier will practice good housekeeping and not block aisles or fire exits. Supplier must cordon off work areas that require work to be performed above any person. Concentric prohibits the use or possession of guns, drugs, or alcohol on client sites. Job specific personal protective equipment must be used (e.g., face shields, goggles, gloves, safety shoes, helmets). Supplier shall report all workplace accidents, injuries or illness, regardless of severity, to Concentric.
4. **Wages and hours** - Supplier will set working hours, wages, and overtime pay in compliance with all applicable laws and regulations. Workers shall be paid at least the legal minimum wage. While we understand that overtime is occasionally necessary, contractors and suppliers must allow workers a reasonable amount of time off from their duties to ensure humane and productive working conditions.
5. **Child labor** - The use of child labor is strictly prohibited. Supplier shall employ only workers who meet the minimum legal age requirement applicable to that area. If, however, the laws of that country do not provide such a definition, or if the definition includes individuals below the age of 16, Concentric defines "child" for purposes of determining use of illegal child labor as anyone who is less than 16 years of age, or is younger than the compulsory age to be in school in the country in which the business is being conducted, if that age is higher than 16.
6. **Discrimination, Harassment & Retaliation** - Supplier personnel shall not (a) discriminate with respect to any characteristic or condition subject to protection under applicable law; (b) engage in any harassment of any kind, including without limitation, abusive conduct or bullying, sexual harassment, or harassment with respect to any characteristic or condition subject to protection under applicable law; or (c) retaliate against those who report misconduct or participate in investigation of the same.
7. **Working Conditions** - Supplier must treat all workers with respect and dignity and provide them with a safe and healthy environment. Supplier shall comply with all applicable laws and regulations regarding working conditions. Supplier shall not use corporal punishment or any other form of physical or psychological coercion.
8. **Stop Work Policy** - Whenever an imminent danger is present to any person, Supplier has the obligation to stop work so that all hazards are abated, or until safe work practices are established. Supplier is required to report all "stop work" actions immediately to Concentric for investigation. During the investigation, the Supplier personnel will not return to the work activity without authorization from Concentric. For the purposes of this policy, an imminent danger includes, but is not limited to:
  - i. Any situation for which the individual is not properly trained or experienced;
  - ii. Any situation for which the individual is not equipped (i.e., safety or personal protective equipment);
  - iii. Any hazard that is not typical to the individual's work activities or job;
  - iv. Any worker unfit for work due to a medical condition or the influence of drugs or alcohol; or
  - v. Any danger that would normally stop work in the affected area.