

**GENERAL TERMS AND CONDITIONS OF PURCHASE
(GOODS AND SERVICES)**

These terms and conditions of purchase (these "Terms") are the only terms which govern the purchase of the goods ("Goods") and services ("Services") by Serck Services, Inc. ("Serck") from the seller named on the Purchase Order as defined below ("Seller").

These Terms apply to all purchase orders of Serck or other documents as are incorporated by reference (the "Purchase Order", and together with the Terms, this "Agreement"). The Agreement comprises the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Seller's general terms and conditions of sale (whether issued before or after the issuance of the Purchase Order). Such different or additional terms proposed by Seller shall not become part of the Purchase Order or this Agreement and are of no force and effect.

1. Applicability, Delivery of Goods and Performance of Services.

(a) Each quotation for the Goods and/or Services from the Seller will be deemed to be an offer by the Seller to sell the Goods and/or Services upon these Terms. All offers provided by Seller, including the price provision, will remain open for ninety (90) days from its date. The Agreement is only formed when a Purchase Order (which has received appropriate approval within Serck, according to Serck's governance levels) is issued by Serck to the Seller, and Seller (i) issues written acceptance or (ii) performs and fulfills such Purchase Order, and for the avoidance of doubt, both (i) and (ii) hereof shall be deemed as acceptance of these Terms by Seller. The Purchase Order may include, but not be limited to, specification/s, price/s, quantity/ies, Purchase Order number and schedule.

(b) Seller shall provide the Services, and deliver the Goods in the quantities and on the date(s) specified in the Purchase Order (the "Delivery Date"). If Seller fails to deliver the Goods in full or provide the Services on the Delivery Date, Serck may terminate this Agreement immediately by providing written notice to Seller and Seller shall indemnify Serck against any losses, claims, damages, and reasonable costs and expenses attributable to Seller's failure to deliver the Goods or provide the Services on the Delivery Date. Serck has the right to return any Goods delivered, or services provided, later than the Delivery Date at Seller's expense.

(c) Seller shall deliver all Goods to the address(es) specified in the Purchase Order (the "Delivery Point") on the Delivery Date. Delivery shall be deemed to have been made when the Goods are removed from the transporting vehicle at the Delivery Point and except where otherwise provided in the Purchase Order, delivery shall include the unloading, stacking or installation of the Goods by the Seller at such place as Serck shall reasonably direct. Seller shall pack all goods for shipment according to Serck's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Seller must provide Serck prior written notice if it requires Serck to return any

packaging or crating material. Any return of such packaging or crating material shall be made at Seller's risk of loss and expense.

(d) Seller shall provide the Services to Serck as described and in accordance with the schedule set forth in the Purchase Order and in accordance with the terms and conditions set forth in these Terms.

(e) Seller acknowledges that time is of the essence with respect to Seller's obligations hereunder and the timely delivery of the Goods and Services.

(f) Change Orders to Services. Serck may at any time, by written instructions and/or drawings issued to Seller (each a "Change Order"), order changes to the Services. Seller shall within five (5) days of receipt of a Change Order submit to Serck a firm cost proposal for the Change Order. If Serck accepts such cost proposal, Seller shall proceed with the changed services subject to the cost proposal and the terms and conditions of this Agreement. Seller acknowledges that a Change Order may or may not entitle Seller to an adjustment in the Seller's compensation or the performance deadlines under this Agreement.

2. Quantity. If Seller delivers more or less than the quantity of Goods ordered, Serck may reject all or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller's sole risk and expense. If Serck does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.

3. Shipping Terms; Title and Risk of Loss. Delivery shall be made DDP (Delivery Duty Paid) (INCOTERMS 2020) at Serck's address (i.e., 5501 Pearl St, Denver, CO 80216). The Purchase Order number must appear on all shipping documents, shipping labels, invoices, correspondence and any other documents pertaining to the Purchase Order. Title and risk of loss passes to Serck upon delivery of the Goods at the Delivery Point.

4. Inspection and Rejection of Nonconforming Goods. Serck has the right to inspect the Goods on or after delivery. Serck, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods conflict with the warranties set forth in Section 8. If Serck rejects any Goods, it may seek any remedy set forth in Section 8(c) below. For the avoidance of doubt, Serck may also inspect and examine the manner in which the Seller supplies the Services at the Delivery Point. Any inspection or other action by Serck under this Section shall not reduce or otherwise affect Seller's obligations under the Agreement, and Serck shall have the right to conduct further inspections after Seller has carried out its remedial actions.

5. Price. The price of the Goods and Services is the price stated in the Purchase Order (the "Price") and unless otherwise stated shall be inclusive of all costs and expenses for delivery of the Goods and Services, including packaging, transportation costs to the Delivery Point, insurance, and fees and applicable taxes, including, but not limited to, all sales, duties, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Serck. The currency of the Price shall be USD unless otherwise agreed to in the Purchase Order.

6. Payment Terms.

(a) Seller shall issue an invoice to Serck on or any time after the completion of delivery and only in accordance with this Agreement. Such invoice shall include the valid Purchase Order number and shall be addressed to Seller's appropriate contact at Serck. Serck shall pay all properly invoiced amounts due to Seller within forty-five (45) days after Serck's receipt of such invoice, except for any amounts disputed by Serck in good faith.

(b) Without prejudice to any other right or remedy it may have, Serck reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Serck to Seller. Serck shall be entitled to deduct from any invoice any sum due to Serck, including any sums Serck is entitled to receive for failure to achieve agreed service levels.

(c) The parties shall seek to resolve any payment disputes expeditiously and in good faith. Seller shall continue performing its obligations under this Agreement notwithstanding any such dispute. Payment by Serck will be without prejudice to any claims or rights which Serck may have against the Seller and will not constitute any admission by Serck as to the performance by the Seller of its obligations under the Agreement.

7. Seller's Obligations. Seller shall (and shall also advise Serck of any fact, matter or circumstance of which it may become aware of which would render any such information below to be false or misleading):

(a) before the date on which the Services are to start, or the Goods are to be transported, obtain, and at all times during the term of this Agreement, maintain, all necessary licenses and consents.

(b) comply with all rules, regulations and policies of Serck, including security procedures concerning systems and data and remote access thereto, building security procedures, and general health, safety and environmental practices and procedures;

(c) maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Seller in providing the Services in such form as Serck shall approve. During the term of this Agreement and for a period of three (3) years thereafter, upon Serck's written request, Seller shall allow Serck to inspect and make copies of such records and interview Seller personnel in connection with the provision of the Services. Furthermore, Serck or its authorized representatives, may at their discretion audit compliance to the Seller's obligations in accordance with this Agreement provided that such audit is carried out with reasonable prior notice.

(d) ensure that all persons, whether employees, agents, subcontractors (if such contractors are permitted by Serck in its sole discretion per Section 19), or anyone acting for or on behalf of the Seller, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services;

(e) ensure that all of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by the Serck;

(f) keep and maintain any Serck equipment in its possession in good working order and shall not dispose of or use such equipment other than in accordance with the Serck's written instructions or authorization;

(g) keep all materials, equipment and tools, drawings, specifications, and data supplied by Serck ("Serck Materials") in safe custody (if permitted by Serck) at its own risk, maintain them in good condition and working order until returned to Serck and not dispose or use the same other than in accordance with Serck's written instructions or authorization. Seller acknowledges that any and all rights in the Serck Materials are and shall remain the exclusive property of Serck. As far as possible all such Serck Materials shall be kept segregated from other materials/Seller property and should be clearly identifiable as Serck Materials. Seller will use the Serck Materials for the exclusive provision of the Goods and/or Services and will be responsible for any loss, damage or deterioration of the Serck Materials; and

(h) support and participate in Serck's supplier development program (Tend to Zero, or TTZ), as deemed appropriate by Serck. This program is designed to review processes and opportunities to reduce waste and cost from the entire supply chain to the benefit of the Seller and Serck.

8. Warranties.

(a) Seller warrants to Serck that, all Goods and the performance of the Services will:

(i) where they are manufactured Goods, be free from defects in design, material and workmanship and remain so for 12 (twelve) months after delivery or completion;

(ii) conform to applicable specifications, drawings, designs, samples and any other requirements;

(iii) be fit for their intended purpose and operate as intended;

(iv) where they are manufactured Goods, be merchantable;

(v) where they are manufactured Goods, be free and clear of all liens, security interests or other encumbrances; and

(vi) the quality and description of the Goods and/or Services shall be supplied in accordance with the terms detailed in the Purchase Order and, if samples and/or patterns are provided, conform in all material respects to the samples and/or patterns, with all due care and diligence, fit for any purpose held out by the Seller or made known to the Seller by Serck expressly or by implication, and in this

respect Serck relies on the Seller's skill and judgement, and of a high standard of design, material, workmanship and quality when measured against the standards generally expected within the relevant industry or service sector (hereafter defined as "Good Industry Practice");

(vii) where a standard of performance is specified, capable of the required standard of performance including, any performance guarantee detailed in the Purchase Order;

(viii) not infringe or misappropriate any third party's patent or other intellectual property rights.

(ix) there are no actions, suits or proceedings or regulatory investigations pending or, to the Seller's knowledge, against or affecting the Seller before any court or administrative body or arbitration tribunal that might affect the ability of the Seller to meet and carry out its obligations;

(x) it shall use all reasonable endeavors to ensure that no damage is caused to any property of Serck or any person at or on the Delivery Point and that no pollution of air, water or land occurs and that no nuisance and/or risk to the health of any person at or on the Delivery Point is either created or aggravated; and

(xi) it shall comply with the policies and standards of Serck which shall apply to the Seller and which may be updated from time to time and which are available to view at: <https://www.unipart.com/responsiblebusiness/supplier-information/>.

These warranties survive any delivery, inspection, acceptance or payment of or for the Goods or Services by Serck. For the avoidance of doubt, the cost of such warranties, if any, is payable by the Seller.

(b) Seller warrants to Serck that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement; and

(c) The warranties set forth in this Section are cumulative and in addition to any other warranty provided by law or equity. If Serck rejects any portion of the Goods for a breach of this Section 8, Serck has the right, at its sole election and effective upon written notice to Seller, to: (a) rescind this Agreement in its entirety; (b) accept the Goods at a reasonably reduced price; (c) reject the Goods and require replacement of the rejected Goods; or (d) receive a refund or credit equal to the Price of the Goods. If Serck requires replacement of the Goods, Seller shall, at its expense, promptly replace such Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the Goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Serck may replace them with goods from a third party and charge Seller the cost thereof and terminate this Agreement.

9. Compliance with Law.

(a) Seller shall comply with all applicable laws, regulations and ordinances. Seller shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Without in any way limiting the generality of this Section, Seller will not act in any manner or take any action that will result in any liability of Serck or its affiliates for a violation of the United States Foreign Corrupt Practices Act or the rules and regulations promulgated thereunder, or any other similar law, rule or regulation.

(b) Seller further represents and warrants that, in the course of providing the Goods and Services, it will not utilize slave, prisoner, child or any other form of forced or involuntary labor and will not violate Anti-Slavery Laws. "Anti-Slavery Laws" means any and all statutes, statutory instruments, bye-laws, orders, directives, treaties, decrees and laws (including any common law, judgment, demand, order or decision of any court, regulator or tribunal) anywhere in the world which relate to anti-slavery or servitude, anti-forced or compulsory labor, Modern Slavery Practice and/or anti-human trafficking, including the U.K. Modern Slavery Act of 2015 (as it may be amended from time to time). "Modern Slavery Practice" means any practice that amounts to (a) slavery or servitude (each as construed in accordance with Article 4 of the Convention for the Protection of Human Rights and Fundamental Freedoms of 4 November 1950 as amended), (b) forced or compulsory labour (as defined by the International Labour Organisation's Forced Labour Convention 1930 (No. 29) and Protocol) (c) human trafficking or (d) the arranging or facilitation of the travel of another person with a view to that person being exploited.

(c) Seller shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Seller. Seller assumes all responsibility for shipments of Goods requiring any government import clearance. Serck may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

(d) In furtherance of the above, Serck may from time to time request Seller to certify in writing its compliance with the foregoing, and Seller shall comply with each such request. The foregoing requirements shall apply to Seller's subcontractors (if such contractors are permitted by Serck in its sole discretion per Section 19) to the same extent as they apply to Seller.

10. General Indemnification. Seller shall defend, indemnify and hold harmless Serck its subsidiaries, affiliates, successors or assigns and respective directors, officers, and employees (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with the Goods and Services purchased from Seller or Seller's negligence, willful misconduct or breach of the Agreement, including any act or omission of Seller

(including any failure or delay in performing, or non-performance of, any of its obligations under the Agreement). Seller shall not enter into any settlement without Serck's prior written consent.

11. Intellectual Property; Intellectual Property Indemnification.

(a) “Intellectual Property Rights” shall include Serck’s: (i) copyright, design rights, patents, inventions, logos, business names, service marks and trademarks, internet domain names, moral rights, rights in databases, data, source codes, reports, drawings, specifications, know how, business methods, trade secrets, semi-conductor rights, topography rights, whether registered or unregistered, rights in the nature of unfair competition and the right to sue for passing off; (ii) applications for registration, and the right to apply for registration, for any of these rights; and (iii) all other intellectual property rights and equivalent or similar forms of protection, existing anywhere in the world.

(b) All Intellectual Property Rights in Serck’s trademarks and brands shall not be used by the Seller for any purpose without Serck's prior written consent and then only if used in compliance with Serck's brand guidelines and solely for the purpose of supplying Goods or Services to Serck.

(c) Seller shall, at its expense, defend, indemnify and hold harmless Serck and any Indemnitee against any and all Losses arising out of or in connection with any claim that Serck's or Indemnitee's use or possession of the Goods or use of the Services infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Seller enter into any settlement without Serck's or Indemnitee's prior written consent.

(d) All Intellectual Property Rights in respect of the Goods delivered and/or Services provided will vest in Serck unconditionally and immediately on their creation. Accordingly, the Seller assigns to Serck for all purposes, applications and fields of use (including by way of an assignment of future Intellectual Property Rights) all Intellectual Property Rights in the Goods and/or Services including, without limitation, the right to take action for any past, present and future damages and other remedies in respect of any infringement.

12. Limitation of Liability. Nothing in this Agreement shall exclude or limit Seller’s liability:

(a) under the applicable Sections under the terms of this Agreement;

(b) for fraud, theft or other illegal acts by it or its employees;

(c) for death or personal injury caused by its negligence or willful misconduct or that of its employees, agents or subcontractors as applicable;

(d) any regulatory losses, fines, expenses or other losses arising from any law or regulation in connection with this Agreement;

13. Insurance.

(a) During the term of this Agreement, Seller shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) and worker's compensation insurance, and any other insurances in accordance with any legal requirement in force from time to time, with financially sound and reputable insurers, all in amounts and coverages sufficient to cover all claims that may arise in connection with the Purchase Order. Upon Serck's request, such insurance shall name Serck as an additional insured.

(b) Upon Serck's request, Seller shall provide Serck with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in these Terms. If, for whatever reason, the Seller fails to give effect to and maintain the insurances required by the provisions of this Agreement, Serck may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Seller. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Seller's insurers and Seller. The provisions of any insurance or the amount of cover shall not relieve Seller of any liabilities under this Agreement.

14. Termination. In addition to any remedies that may be provided under these Terms, Serck may terminate this Agreement with immediate effect upon written notice to the Seller: (i) for any reason or no reason prior to Seller shipping or delivering the Goods or Services, and (ii) either before or after the acceptance of the Goods or the Seller's delivery of the Services, if Seller has not performed or complied with any of these Terms, in whole or in part. Furthermore, if at any point Seller becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then Serck may terminate this Agreement upon written notice to Seller. If Serck terminates the Agreement for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted and Services accepted by Serck prior to the termination.

15. Waiver. No waiver by Serck of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Serck. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

16. Confidential Information.

(a) All non-public, confidential or proprietary information of Serck and its affiliates, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Serck to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential (collectively, "Confidential Information"), and is solely for the purpose of performing this Agreement and may not be

disclosed or copied unless authorized in advance by Serck in writing. Upon Serck's request, Seller shall return all Confidential Information within five (5) business days of such request. Serck shall be entitled to injunctive relief for any violation of this Section.

(b) Notwithstanding the foregoing, Seller may disclose Confidential Information to its representatives and subcontractors (if such contractors are permitted by Serck in its sole discretion per Section 19), each with a need to know such Confidential Information in order to perform their duties in connection with the Agreement; provided that (i) Seller advises its representatives and subcontractors of the confidential nature thereof and (ii) such representatives and subcontractors are bound by confidentiality obligations at least as stringent as those set forth herein. Seller shall be liable to Serck for any failure by any of its representatives or subcontractors to comply with this Section.

(c) This Section does not apply to information that is: (a) in the public domain (other than through a breach of this Agreement); (b) was lawfully known to Seller at the time of disclosure; or (c) rightfully obtained by Seller from a third party who does not owe Serck an obligation of confidence in relation to it.

17. Announcements. Seller shall not:

(a) Make any press announcements or publicize the terms of this Agreement in any way; or

(b) Use Serck's name or brand in any promotion or marketing or announcement of orders without the prior written consent of Serck.

18. Force Majeure.

(a) "Force Majeure Event" means any event which affects the performance by a party of its obligations under this Agreement and arises directly from an act of God, local government or government, war, fire, flood, earthquake or storm, acts of terrorism, explosion, civil commotion or industrial dispute, and which does not include: (i) industrial action within the Seller or within the Seller's supply chain, or (ii) an event related to the on-going Covid-19 pandemic.

(b) Neither party will be liable to the other party for any delay or non-performance of its obligations under this Agreement to the extent it arises from a Force Majeure Event subject to the affected party:

(i) promptly notifying the other party in writing of the cause of the delay or non-performance and the likely duration of the delay or non-performance; and

(ii) using its best endeavors to limit the effect of the delay or non-performance on the other party and resuming the performance of its obligations as soon as reasonably practicable after the removal of the cause.

(c) On the occurrence of the Force Majeure Event, Serck may terminate this Agreement immediately.

19. Assignment. Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Serck. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Serck may at any time assign or transfer any or all of its rights or obligations under this Agreement without Seller's prior written consent to any affiliate or to any person acquiring all or substantially all of Serck's assets.

20. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

21. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. Any Serck affiliate may enforce any term of this Agreement.

22. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Colorado, without giving effect to the principles of conflict of laws thereof. All disputes arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the federal or state courts having jurisdiction in Denver, Colorado. The parties to this Agreement hereby irrevocably waive any objection to jurisdiction and venue of any action instituted in connection herewith and shall not assert any defense based on lack of jurisdiction or venue or based upon *forum non conveniens*.

23. Notices. Any notice or other document to be served under this Agreement shall be in writing to the other party may be delivered, emailed or mailed to the addresses set forth on the face of the Purchase Order or to such other address that may be designated by the receiving party in writing. All notices shall be delivered by personal delivery, email, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid).

24. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

25. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including,

but not limited to, the following provisions: Indemnity, Insurance, Compliance with Laws, Confidential Information, Governing Law; Venue and Survival.

26. Costs. Each party will pay the costs and expenses incurred by it in connection with the entering into of this Agreement.

27. Amendment and Modification. This Agreement may only be amended or modified in a writing stating specifically that it amends the Agreement and is signed by an authorized representative of each party.