

JOE - VAIL LLC Terms and Conditions Revision C dated 11.19.2024

TERMS AND CONDITIONS OF PURCHASE

- 1) **CONTRACT:** This order constitutes a contract between participants. Shipment of material(s) or service performance in accordance with this order shall be deemed acceptance by Seller of the terms and conditions of this order regardless of whether or not seller has acknowledged the order. Any additional or inconsistent terms or conditions in seller's acknowledgement of this order are not binding on Buyer unless agreed to in writing by the buyer. No modification, termination, attempted waiver or release claimed by either party shall be valid unless formally signed by the other party. JOE-VAIL LLC reserves right-of entry to seller's location(s) of business as well as extended this access to regulatory agencies and buyer's customer(s).
- 2) **INSPECTION:** Buyer or the buyer's Customer and Regulatory Authorities (if applicable) shall have the right, at its option, to inspect at Seller's plant or upon receipt, any and all materials and to reject those which do not conform to buyer's specifications or, if not so specified, which do not conform to standard specifications. All costs incurred and damages sustained by buyer as a result of rejections made under these provisions shall be for Seller's account and Buyer may return such materials at Seller's expense. Materials are subject to Buyer's inspection notwithstanding prior payment by Buyer.
- 3) **WARRANTY:** All materials sold shall conform to the description set forth herein and shall be sellable and in accordance for the particular purpose or use for which the materials are required by Buyer or its customer. Seller warrants furnished and/or installed by it to be new and not used or reconditioned and free from defects in materials or workmanship for a period of one year from the date of delivery or completion of installation whichever is later. Repairs or replacements of any defective materials shall be made by Seller without cost to Buyer at any time within the warranty period and upon Seller's failure to do so. Buyer may do so at Seller's expense provided (5) days prior written notices is given to Seller.
- 4) **INDEMNIFICATION:** Seller shall indemnify Buyer against any and all losses, liabilities, damages, fines, penalties and expenses, including reasonable attorneys' fees, arising in any way out of the purchase of the materials by Buyer or the use thereof by Buyer or its customer, including, without limitation, a claim, action or proceeding for:
 - Injury to or death of any person or damage to any property
 - A breach of any warranty or other provision of this order
 - a violation or alleged violation of any federal, state, or local laws or regulations resulting from the existence of any pollutant contaminant chemical or toxic or hazardous substance or waste in the materials. Seller shall maintain primary product liability insurance with such limits as shall be reasonably satisfactory to Buyer.
- 5) **EXCUSABLE DELAYS:** Neither party shall be liable for any delay or failure of performance due solely to strikes, fires or other causes beyond its control (including a failure or delay of any purchaser of material from Buyer due to any of the above

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contingencies) provided that the party subject to such delay shall have given notice to the other of any such cause for delay or anticipated delay promptly following the commencement thereof. If Seller should be unable, due to such a cause, to meet all of its delivery commitments for the materials ordered as they become due. Seller shall not discriminate against Buyer or in favor of any other customer in making deliveries of such materials. Seller shall use its best efforts to make deliveries as expeditiously as possible taking such cause for delay into account. However, if Buyer believes that the delay or anticipated delay in Seller's deliveries may impair its ability to meet its production schedules or Buyer's delivery schedule to its customers, Buyer may at its option, and without liability to Seller, cancel outstanding deliveries wholly or in part.

6) **TITLE:** Title to, and risk of loss of, materials purchased under buyer purchase order shall rest upon Seller until such materials are delivered at the F.O.B. point specified in the order, or, if no point is given, then when they are delivered to Buyer or its customers, as the case may be. Even though title may pass at point of origin, the material is subject to subsequent inspection, and acceptance by Buyer and/or its customer at destination.

7) **INFRINGEMENT:** If a claim is made or an action is brought or threatened for infringement on any patent, trademark, trade name or copyright or for the unauthorized use of any trade secret or any litigation based thereon, arising out of the sale or use of the materials furnished pursuant to this order in accordance, in whole or in part, with the designs or specifications of Seller. Seller shall indemnify Buyer and its customers against any and all losses, damages, liabilities and expenses, including reasonable attorneys' fees in connection with such claim or action and shall defend such action at Seller's expense if requested by Buyer.

8) **LABOR INDEMNIFICATION AND INSURANCE:** If this order covers the performance of labor on Buyer's premises, Seller agrees to indemnify Buyer against any and all losses, liabilities, damages, fines, penalties and expenses, including reasonable attorneys' fees in any way out of the performance of this order, including, without limitation, a claim, action or proceeding for:

- Damage to any property or injury to or death of any person
- Violation or alleged violation of any federal, state or local law or regulation.
- Seller also agrees to furnish Buyer with a certificate from Seller's insurance carrier evidencing worker's compensation and primary comprehensive public liability, property damage and contractual liability insurance with such limits as shall be reasonable satisfactory to Buyer and including Buyer as an additional insured.

9) **FABRICATION:** Fabricating and processing of parts and/or assemblies is to be governed by the shipping schedule as noted on the order. Seller is authorized to fabricate and assemble ONLY such part of this order as is necessary to meet the shipping schedules as indicated. Buyer assumes no liability for fabrication in excess of authorized releases unless prior approval has been obtained in writing.

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10) **TAXES:** Unless otherwise provided herein, prices shown on this order are deemed to include all taxes, or other charges not expressly imposed by law on the Buyer of the materials ordered hereunder.

11) **COMPLIANCE WITH LAW:** In the performance of this order Seller shall comply with all applicable federal, state and local laws, rules and regulations. Seller certifies to Buyer that the materials purchased by Buyer were produced in compliance with all applicable requirements of the Fair Labor Standards Act of 1938, as amended, and the regulations. The Equal employment Opportunity clause prescribed by executive Order No. 11246 of September 24, 1965, as amended, is incorporated herein, unless this transaction is exempt under applicable regulations.

12) **BUYER'S PROPERTY:** All equipment or materials furnished to Seller by Buyer, and all designs, drawings, blueprints, jigs, fixtures, printing plates, dies, tools, patterns or other special equipment, charged by Seller to Buyer shall adhere to the following:

- Be the property of the Buyer
- Be used by Seller at its own risk
- Not be used by Seller in production of materials for any third party without the written consent of Buyer
- Be delivered by Buyer at its written request upon completion or termination of this order

Seller shall be responsible for all loss of damage to such property shall in Seller's custody. Buyer makes no warranties of any nature with respect to any such property it may furnish to Seller.

13) **SET-OFF:** Any monies due for materials furnished or work performed by Seller may be applied by Buyer to the payment of any sums which Seller or any affiliated company may owe to Buyer or any affiliated company of Buyer.

14) **ASSIGNMENT:** No assignment of this order or of any monies due or to become due hereunder shall be made without prior written consent of Buyer.

15) **TERMINATION FOR CAUSE:** Buyer may cancel this order upon written notice to Seller by mail directed to the address set forth on the face of the purchase order, if the materials are not shipped within the time specified on the face, or if the materials do not conform with the description and warranties set forth herein, or if Seller files a voluntary petition under any federal or state bankruptcy or insolvency act, or if Seller becomes insolvent or is adjudicated a bankrupt.

16) **TERMINATION FOR CONVENIENCE:** Buyer may terminate this order for its own convenience, in whole or in part, at any time during the term of this order by giving written notice of termination to the Seller by regular mail directed to the address set forth on the face of this order. In the event of such termination, Seller immediately

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shall stop all worked and cause all of its suppliers and subcontractors to cease work. Buyer will pay Seller for finished work accepted by Buyer and, for orders released by Buyer under this blanket purchase orders, for the documented labor and material cost to Seller of work in process and raw materials allocable to the terminated work, less salvage value. In no event shall the Buyer be liable for loss of profit.

17) **APPLICABLE LAWS:** This contract and the respective rights and obligations of the parties shall be governed by and construed according to the laws of the state in which the materials are delivered or the services preformed.

18) **HAZARDOUS MATERIAL:** Seller shall provide Buyer with a "Material Safety Data Sheet" on all materials of a hazardous nature with each initial order or as required by law.

19) **QUALITY MANAGEMENT SYSTEM:** Supplier is required to maintain a Quality Management System that conforms or exceeds the original approval by JOE-VAIL LLC.

20) JOE-VAIL LLC reserves the right to review the processes and records associated with any purchase order at all suppliers' facilities with appropriate notification. This right extends to our customers, applicable regulatory agencies, and any sub-tier suppliers used in the fulfillment of this order. This right of access extends to all applicable areas of the supplier, and sub-tier suppliers facilities throughout the supply chain, as necessary to ensure JOE-VAIL LLC requirements are being fulfilled according to contract requirements.

21) Conformance records will show that the items listed on purchase orders meet specifications and are required for each different line item. Supplier shall provide JOE-VAIL LLC with an approved Certificate of Conformance, Certificate of Test, or Certificate of Analysis as appropriate to the product or service provided.

22) When Product or Service involves the supplier providing or utilizing raw materials within the deliverable product, raw material certificates that identify the lot, batch number, melt, or similar traceability shall be provided with each delivered lot. Where multiple lots or batches are shipped for any order, these shall be clearly identified and segregated to the best of the suppliers' ability.

23) Suppliers must maintain conformance and traceability records regarding the product or service provided in regards to this order. Such records shall be maintained for

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a period of no less than (10) years. Upon end of retention period, the Supplier shall notify JOE-VAIL LLC prior to disposal of any quality records.

24) All special processes required by the purchase order must be performed by qualified personnel. All special processes required must be performed and strictly adhered to documented, approved procedures, work instructions, or methods.

25) Any differences between what is listed and what is provided by the supplier must be clearly identified, communicated and approved prior to shipping.

26) Suppliers are not, under any circumstance, granted disposition authority to alter the product characteristics.

27) Detection of a nonconforming product regarding any order (currently in work or previously shipped) must be promptly communicated for risk assessment.

28) It is the responsibility of the supplier to ensure that any and all material or special processes purchased are in accordance with all necessary specifications of the most current revision. The current revision shall be clearly identified upon all documentation provided with each shipment.

29) All suppliers must acknowledge the ability, willingness to create, or affirm to the existence of, a method, program, or procedures to ensure counterfeit parts cannot be introduced into their system, processed, or delivered. JOE-VAIL LLC monitors suppliers delivery via internal MRP reports and quality of deliveries via non-conformance log.

30) If any of this order is outsourced to your suppliers, all applicable requirements and specifications must be communicated (including all applicable key characteristics) to each sub-tier supplier used. JOE-VAIL LLC shall be notified prior to outsource of any work related to a JOE-VAIL LLC Purchase Order. Approval to use sub-tier suppliers shall only be provided in writing prior to any work being performed.

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31) If providing calibration services, all certificates must identify standards used and must be traceable.

32) Suppliers are to notify JOE-VAIL LLC of changes in products and/or processes definition. In addition, JOE-VAIL LLC shall be notified in any physical address and location change, Management change, significant changes to approved Quality Systems including procedures, work instructions, or other processes that affected approval provided to suppliers. When required by contract, suppliers are to obtain JOE-VAIL LLC approval prior to such changes occurring.