

## **GENERAL TERMS AND CONDITIONS OF SALE**

### **PRIMARK AMERICA CORPORATION**

The General Terms and Conditions of Sale of PRIMARK AMERICA CORPORATION (“Primark”) apply to Primark’s sale of the products and/or services specified by Primark (the “Products”) to Buyer (“Buyer”), subject to specific terms and conditions set forth in Primark’s quote and/or order acknowledgement (such specific terms and conditions and the General Terms and Conditions of Sale are collectively referred to as the “Primark’s Terms and Conditions” herein). Primark’s acceptance of a purchase order of Buyer will be expressly conditioned upon Buyer’s assent to all Primark’s Terms and Conditions and any resulting agreement (the “Agreement”) will be governed by Primark’s Terms and Conditions. Buyer’s assent to Primark’s Terms and Conditions will be presumed from Buyer’s placement of an order to purchase Products from Primark, Buyer’s receipt of Primark’s order acknowledgement, or from Buyer’s acceptance of all or any part of the Products ordered. If any document of Buyer or an agent of Buyer contains terms or conditions additional or contrary to Primark’s Terms and Conditions, Primark’s acceptance will not be construed as assent to or an acceptance of any such additional and/or conflicting terms and conditions, nor will that constitute a waiver by Primark of any of Primark’s Terms and Conditions. The Agreement constitutes the entire agreement and understanding between Primark and Buyer with respect to the subject matter of the Agreement and supersedes any prior discussions, negotiations, agreements, and understandings. If there is any conflict between the General Terms and Conditions and any specific terms and conditions set forth in Primark’s quote and/or order acknowledgement, such specific terms and conditions shall prevail.

1) Price: Unless otherwise quoted, prices will be those in effect at the time of shipment. Primark will bear freight charges to the delivery point under the delivery in accordance with Section 2) below and may file a claim on freight to the delivery point, if any and Buyer will bear any further cost and responsibility thereafter for claims, delivery, and, if

applicable, placement and storage. Buyer acknowledges and agrees that prices of the Products are not fixed, and are subject to change by Primark, upon notice to Buyer at any time prior to shipment and regardless of the acceptance of purchase order or issuance of an order acknowledgement, to reflect, among other things, currency fluctuations, changes in law, or any increase in Primark's cost of raw materials (e.g. copper), component parts, or labor, taxes, duties, sales/use tax, excise tax, GST, value added tax, customs duties, harbor maintenance fee, inspection or testing fee, or other tax, fee or charge of any nature whatsoever imposed by any governmental authority (whether domestic or foreign, or federal, state or local) based on or measured by the transaction between Primark and Buyer (other than income taxes imposed on Primark), which will be added to the price of Products, invoiced separately, and paid by Buyer in addition to the prices quoted or invoiced. Buyer agrees to reimburse Primark for any such tax or provide Primark with acceptable tax exemption certificate.

2) Delivery:

- a) The Products will be delivered from Primark to Buyer at the location indicated following the Incoterms 2020 unless otherwise agreed upon by Buyer and Primark.
- b) Shipment or delivery within the time specified under the Agreement will be subject to the vessel or airfreight's availability. Primark may use an alternative method of transportation or route of shipment if substantial delay might otherwise occur. In such case, Primark will notify Buyer of such changes at Primark's earliest convenience.
- c) In case of shipment or delivery in installments, each shipment or delivery will be regarded as a separate and independent.
- d) Buyer's failure to give written notice of non-conformity of the Products to Primark within five (5) business days from date of delivery or the date fixed for delivery (in the case of non-delivery) will constitute a waiver by Buyer of its right of rejection of such Products.

3) Transfer of Title and Risk: The title to and risk of loss or damage to the Products will pass from Primark to Buyer upon delivery of the Products from Primark to Buyer in accordance with Section 2) hereof.

4) Payment:

a) Unless otherwise provided for in the Agreement, Buyer's payment for the Products will be made in US Dollars within thirty (30) days after the date of invoice issued by Primark.

b) If Buyer fails to pay for the Products in accordance with the Agreement, Buyer will pay to Primark interest at the rate of 1.5% per month subject to the usury laws of the United States, calculated from the due date for such payment until the actual date of payment on basis of 360 days per year.

c) If Buyer fails to make a payment by the due date, Primark may, among other remedies provided in the Agreement or under the applicable laws, withhold a shipment or any performance owed to Buyer, and terminate any outstanding order or the Agreement. Buyer will remain liable for all unpaid amounts and actual cost of material/work in progress and direct labor expended by Primark in reasonable anticipation of its fulfillment of the Agreement.

d) Security interest and Insurance:

i) To secure a payment of the price payable under the Agreement and performance of all of Buyer's obligations under the Agreement, Buyer hereby: (A) grants to Primark a purchase money security interest in all Products; (B) authorizes Primark to file such financing statements and other documents, and (C) agrees to execute such other documents and to do such other acts, as Primark may reasonably deem necessary or advisable to protect its rights in such Products.

ii) Until Primark has received full payment of the price payable under the Agreement, Buyer will maintain insurance covering all Products in such amounts and against such risks as is customary by companies engaged in the same or similar business and similarly located, naming PRIMARK AMERICA CORPORATION as insured or coinsured, and will, upon Primark's request, furnish evidence of such insurance satisfactory to Primark.

e) Set off:

Buyer acknowledges and agrees that payments owed to Primark for Products supplied under the Agreement are not subject to any setoff or recoupment by Buyer unless and until Primark agrees in writing to such setoff or recoupment, and that Buyer will not

exercise its right to setoff or recoupment in connection with any disputed, contingent, or unliquidated claim.

5) Warranty:

a) Primark warrants for a period of six (6) months from the date of delivery of the Products in accordance with Section 2) hereof (the “Warranty Period”) that, to the knowledge of Primark, (i) the Products will conform to the specification as attached to the Agreement or as provided to Buyer or published by Primark in writing (collectively, the “Specification”); (ii) the sale of the Products delivered hereunder will not infringe any patent, copyright, trademark, service mark, and/or any other intellectual property rights of a third party with regard to the Products, but Primark does not warrant against infringement by reason the use thereof in combination with other product(s) or service(s) or in the operation of any process; and (iii) the Products will be free from defects in material and workmanship.

b) Within five (5) business days after Buyer deems or finds that during the Warranty Period the Products do not conform to the Specification or they are defective, Buyer will notify Primark in writing with reasonable details and evidence including photos thereof. Upon Primark’s confirmation of such non-conformity or defect of the Products, Primark will, at Primark’s option, repair, replace them with conforming ones, or credit or refund the purchase price of the nonconforming Products, together with any reasonable shipping and handling expenses incurred by Buyer. In this case, Products will be sent by Buyer to the point designated by Primark upon Primark’s request, or at Primark’s option will be destroyed. The Products will not be returned to Primark or destroyed without Primark’s prior written permission. The Products may only be returned in the manner specified by Primark.

c) PRIMARK MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER EXPRESS OR IMPLIED WARRANTY, EXCEPT AS PROVIDED IN THIS SECTION 3). THE WARRANTIES PROVIDED IN THIS SECTION 3) ARE IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES. PRIMARK EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

d) The warranties set forth in this Section 5) will not apply in the event of defects or damages caused by: (i) failure of Buyer or an end-user to comply with any operational or

maintenance guidelines or requirements; or (ii) alterations, modifications, additions, or repairs unless directed by the operational or maintenance guidelines or permitted by Primark in writing.

6) Patents, Trademarks and Copyrights

a) To satisfy the warranty obligations of Primark under Section 5) a) (ii), subject to the limitation of obligations and liabilities of Primark provided in these Standard Terms and Conditions of Sale, Primark, at its own expense, will defend or settle any suits that may be instituted by an unrelated third party against Buyer within the warranty period provided in Section 5) to the extent such suits relate to infringement of any patent, trademark or copyright with respect to the Products sold by Primark pursuant to the Agreement, if such infringement directly arises out of the use of such Products, or components thereof, in Buyer's business for any of the purposes for which the same were sold by Primark under the Agreement and if Buyer informs Primark of such suits in writing and provided that Buyer will (i) have made all payments then due under the Agreement, (ii) give Primark immediate notice in writing of any such suit, (iii) transmit to Primark immediately upon receipt of all processes and papers served upon Buyer, which may be transmitted by Primark to the relevant supplier of the parts and/or components of the Products, (iv) permit Primark and/or the relevant supplier through its counsel, either in the name of Buyer or in the name of Primark, to defend such suits, and (v) give all needed information, assistance and authority to enable Primark and/or the relevant supplier to do so.

b) Subject to the limitation of obligations and liabilities of Primark provided in these Standard Terms and Conditions of Sale, if Products sold to Buyer under the Agreement are held in and of themselves, by final court decision from which no appeal can be taken, to infringe any patent and their use is enjoined, or in the event of a settlement or compromise approved in writing by Primark that precludes future use of Products sold to Buyer under the Agreement, then Primark (i) will pay any final and unappealable award of damages in such suit to the extent such damages are directly attributable to such infringement, and (ii) will, at its own expense and at its sole option, (A) procure for Buyer the right to continue using such Products to the extent contemplated in the Agreement, (B) modify such Products to render them non-infringing, (C) replace such Products with non-infringing Products, or (D) refund the price paid by Buyer for such Products after Buyer's return of

such Products to Primark. This Section 6), subject to Section 7) hereof, states Primark's sole obligation and Buyer's exclusive remedy with respect to patent, trademark or copyright infringement, Buyer will indemnify and hold Primark harmless from and against all claims, demands and suits (including, without limitation, the cost of legal defense) arising out of any act of infringement not described in this Section 6).

7) Limitation of Liability:

a) BUYER'S SOLE AND EXCLUSIVE REMEDY AGAINST PRIMARK WILL BE LIMITED TO EITHER REPAIR OR REPLACEMENT OF THE PRODUCTS OR A REFUND OF THE PURCHASE PRICE AT PRIMARK'S OPTION. THIS EXCLUSIVE REMEDY WILL NOT BE DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE SO LONG AS PRIMARK IS WILLING TO REPAIR OR REPLACE THE DEFECTIVE PRODUCTS OR SERVICES AND, IN ANY EVENT, PRIMARK'S LIABILITY FOR ANY DAMAGES DUE TO BUYER WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES AT ISSUE IN THE CLAIM. NOTWITHSTANDING THE FOREGOING, PRIMARK WILL HAVE THE OPTION OF REPLACING OR CORRECTING DEFECTS OR OTHERWISE CREDITING BUYER FOR ALL OR A REASONABLE PORTION OF THE AMOUNT OF THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES AT ISSUE.

b) THE MAXIMUM LIABILITY, IF ANY, OF PRIMARK FOR ALL DAMAGES, INCLUDING WITHOUT LIMITATION CONTRACT DAMAGES AND DAMAGES FOR INJURIES TO PERSONS OR PROPERTY, WHETHER ARISING FROM PRIMARK'S BREACH OF AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE OF THE PRODUCTS AT ISSUE IN THE CLAIM.

c) IN NO EVENT WILL PRIMARK BE LIABLE TO BUYER FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES AND PROFITS AND/OR MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY INCLUDING THIRD-PARTY CLAIMS.

d) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, PRIMARK WILL NOT BE RESPONSIBLE FOR, AND WILL INCUR NO LIABILITY WITH RESPECT TO, ANY INFORMATION SUPPLIED BY BUYER OR ANY OF ITS SUBCONTRACTORS AND ANY DESIGN OR ENGINEERING DRAWINGS, REGARDLESS OF WHETHER SUCH DRAWINGS ARE REVIEWED BY PRIMARK.

8) Force Majeure : If the performance of Primark of its obligations under Primark's Terms and Conditions is affected or prevented by circumstances beyond the control of Primark, including without limitation, act of God, epidemic, pandemic, war, blockade, embargo, punitive or retaliatory tariffs, insurrection, mobilization, or any other actions of governmental authorities, riot, civil unrest, warlike condition, terrorism, fire explosion, flood, strike, lockout, sabotage, other labor dispute, accident or breakdown of machinery and plant, inability to obtain usual sources of material or equipment, inability to obtain usual methods of transportation, Primark will not be liable for any loss or damage, or failure or delay in performing its obligations under Primark's Terms and Conditions without limitation of the extent so affected or prevented. Quantities so affected may be eliminated from the Agreement, without liability, but the Agreement will remain otherwise unaffected. Primark will have no obligation to purchase supplies of the Products specified herein to enable it to perform the Agreement. It is further understood and agreed between Buyer and Primark that if the Agreement covers Products that must necessarily be manufactured especially for Buyer and is suspended or terminated for any reason, Buyer will take delivery of and make payment for such Products as have been completed and such as are in process on the date notice of suspension or termination is received by Primark; provided, that if Buyer for any reason cannot accept delivery of such Products, it will make payment therefor as though delivery had been made and Primark will store such products for Buyer's account and at Buyer's expense. If for any reason Primark is unable to supply the total demand for Products, Primark may distribute its available supply among any or all buyers, as well as departments and divisions of Primark, on such basis as it may deem fair and practical, without liability for any failure of performance which may result therefrom.

9) Changes:

a) Buyer may request in writing changes in the design, Specification, and shipping instructions of the Products. As promptly as practicable after receipt of such request, Primark will advise Buyer in writing necessary amendments to the Agreement as a result, including, without limitation, amendment of price, Specification, and shipment schedule. If such proposed amendments to the Agreement are accepted in writing by Buyer, Primark will make the requested changes with respect to such Products.

b) Primark may at any time make such changes in design of the Products and production of the Products as will constitute an improvement in the judgment of Primark. Primark may furnish suitable substitutes for materials unobtainable because of regulations established by governmental authority or nonavailability of materials from suppliers. Any such changes in or substitutes of materials or components that were specifically identified in the Specification or Primark's quotation require notice to and the consent of Buyer, which consent will not be unreasonably withheld or delayed and will be presumed unless Buyer objects within ten (10) days of notice of the change or substitution.

10) Termination:

a) If Buyer becomes insolvent, makes an assignment for the benefit of its creditors, or is adjudicated bankrupt or become subject to the appointment of a receiver to all or part of its business, or makes a material liquidation of its assets, or ceases to do business or to exist, Primark may immediately terminate the Agreement or any part hereof.

b) Neither the Agreement nor any related order may be cancelled by Buyer except upon Primark's consent, as evidenced in writing by Primark's authorized representative. In the event of such a cancellation by Buyer with Primark's written consent, Buyer will pay to Primark: (i) the agreed unit prices for completed Products (or components or units of components thereof) under the Agreement or any related order; (ii) all other costs incurred by Primark prior to such cancellation directly connected with work under the Agreement or any related order; (iii) all other costs incurred by Primark associated with the cancellation of the Agreement or any related order, including, without limitation,



cancellation charges under subcontracts, charges for packing, removal to storage and/or restocking; plus (iv) fifteen percent (15%) of the sum of (i), (ii) and (iii). Until Primark has received all the foregoing cancellation charges, all cancelled Products including components or units of components thereof will remain the sole and exclusive property of Primark.

11) Confidentiality: All Specification, designs, data, product price, financial information, ideas, methods, patterns and/or inventions made, conceived, developed or acquired by Primark in connection with the Agreement or any related order (“Confidential Information”) will vest in and inure to Primark’s full benefit, notwithstanding any charges may be imposed by Primark therefor. Buyer will not divulge the sales/purchase policy, Confidential Information or other trade secrets of Primark, which have become known or are shared through the transactions hereunder and/or joint development activities, directly or indirectly to any third party except for the following information, data and/or know-how which a) at the time of disclosure, is in the public domain or publicly known or available without any unlawful conduct or breach of any agreement by Buyer; b) was in Buyer’s possession before the disclosure; c) Buyer received from a third party without restriction of confidentiality, d) is developed independently by Buyer without making use of any information received from Primark. This Section 11) will survive the termination of the Agreement.

12) Governmental Approval: Primark will be responsible for timely obtaining any governmental approval, if any, for export to Buyer, and Buyer will be responsible for timely obtaining any governmental approval, if any, for import from Primark.

13) Governing Law: THE AGREEMENT WILL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF NEW YORK WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS. THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER PRIMARK’S TERMS AND CONDITIONS WILL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

14) Dispute Resolution: Primark and Buyer specifically agree that any action brought by Primark or Buyer to enforce any of the provisions of the Agreement will be brought, heard and determined exclusively in either the New York County Supreme Court, State of New York or, if subject matter jurisdiction exists, the U.S. District Court for the Southern District of New York. The parties stipulate that the referenced venues are convenient. Each of Primark and Buyer waives personal service of all process upon it in any such action, and consents to all such service of process made by mail or by messenger directed to it at the address specified in this the Agreement. Primark and Buyer acknowledge that all directions issued by the forum court, including, without limitation, all injunctions, and other decrees, will be binding and enforceable in all jurisdictions and countries.

15) Modification: The Agreement may not be modified, nor may any right hereunder be waived, except in written consent signed by the duly authorized representatives of Buyer and Primark.

16) No waiver: Primark's failure to exercise a right or remedy or Primark's acceptance of a partial or delinquent payment will not be deemed to be a waiver of any of Primark's rights or Buyer's obligations under the Agreement and will not constitute a waiver of Primark's right to declare an immediate or a subsequent default by Buyer.

17) No assignment: No assignment of the Agreement or of any right or obligation under the Agreement will be made by Buyer without the prior written consent of Primark. The Agreement will be binding upon and inure to the benefit of the Buyer's successors and permitted assigns.

18) Enforcement cost: In the event of Primark's enforcement of any term or condition in the Agreement, Buyer will be liable to Primark for all costs, including attorneys' fees, incurred by Primark in enforcing the Agreement and in collecting any sums owed by Buyer to Primark.

19) Relationship: In its relationship with Primark, Buyer is an independent contractor. Nothing in the Agreement will be construed such that Buyer will be considered an employee, agent, or partner of Primark. The Agreement will not confer any rights or remedies upon any third-party, other than the parties to the Agreement and their respective successors and permitted assigns.

[4-25-2025]