

The Terms and Conditions together with the Purchase Order, Order, or Contract (collectively referred to herein as "Purchase Order") between the parties, with the Supplier Quality Manual (SQM) and any drawings or specifications form the entire Agreement ("Agreement"). Acceptance is strictly limited to the terms and conditions outlined here. ***Additional or differing terms, conditions or limitations of liability proposed by Supplier, whether in a quote, acceptance or delivery document shall have no effect unless accepted in writing by G & W Products, Inc. ("G & W Products"). In particular, any limitation of liability or disclaimer of warranty is expressly rejected.***

## **1. Goods and Services**

Supplier agrees to provide the Goods and Services in accordance with the applicable purchase order, scope of work, any drawings or specifications, and these Terms and Conditions ("Agreement"). Unless Supplier objects in writing prior to delivery of Goods and Services, Supplier will be bound by the provisions of this Agreement. All part-specific instructions on the G & W Products' Shipper/Packing Slip accompanying the parts at the time of shipment supersedes the corresponding part specific instructions on the blanket Purchase Order for that part.

**New Materials:** Unless otherwise stated in the Purchase Order, all Goods to be supplied shall be made of new material and components.

**Counterfeit Parts:** No Goods provided by Supplier to G & W Products may be an unlawful or unauthorized reproduction, substitution or alteration that has been knowingly mismarked, misidentified or otherwise misrepresented to be authentic. This includes: used parts represented as new, misrepresented grade and misidentified serial/lot/date number.

**Changes:** G & W Products has the right to make written changes within the scope of the Purchase Order at any time. Changes shall not be binding upon G & W Products except when confirmed in a written Purchase Order or Change Order. If any change causes an increase or decrease in the price or in the time required for performance, Supplier shall notify G & W Products within three (3) business days of receipt of the change. Nothing in this provision shall entitle Supplier to stop or delay performance under the Purchase Order, or shall excuse Supplier from proceeding immediately with the directed change(s).

## **2. Delivery**

Delivery of Goods and Services shall be made pursuant to the applicable Purchase Order. G & W Products may, at its option, decline to accept the Goods and Services, if Supplier fails to deliver the Goods and Services within the time specified on the Purchase Order. G & W Products reserves the right to return any over-shipment made by Supplier at Supplier's expense. Supplier shall not ship more than seven (7) days prior to Purchase Order delivery date without written prior authorization from G & W Products.

**Packaging:** All Goods are to be delivered in accordance with G & W Products' SQM and any instructions provided by G & W Products. The cost of repairing any damage to Goods not packed to ensure proper protection to the same will be charged to Supplier.

**Change in Delivery Schedule:** G & W Products may, upon reasonable notice to Supplier, change the date of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Supplier to a modification of price for the Goods covered in the Order.

**Notice of Delay:** Supplier shall notify G & W Products in writing immediately of any actual or potential delay to performance. Such notice shall include a revised schedule and shall not constitute a waiver to G & W Products' rights and remedies.

**FOB Destination:** Notwithstanding any agreement concerning payment of freight expenses, delivery shall not have occurred and risk of loss shall not have shifted to G & W Products until the Goods have been delivered to the specified G & W Products' facility or location and such Goods have been accepted at that facility or location.

### **3. Risk of Loss**

Title of the Goods shipped under the purchase order will pass to G & W Products in accordance to the shipping terms specified on the Purchase Order.

### **4. Inspection**

Supplier shall participate in G & W Products' supplier quality program, follow the SQM, and permit G & W Products' personnel and its representatives to enter Supplier's facilities at reasonable times to inspect such facilities and any goods, materials and property that relate to the Purchase Order. Subject to applicable national security regulations, G & W Products and its designee shall have the right of access, on a non-interference basis, to any area of Supplier's premises or Supplier's supplier's premises where any part of the work is being performed. Supplier shall keep and maintain proper and adequate inspection, test and related records, which shall be available for inspection and/or by G & W Products or its designee. No such inspection will constitute acceptance by G & W Products of any work-in-process or finished goods. For all government contracts, applicable clauses from the FAR and its Supplements flow down.

All Goods shall be subject to final inspection and testing by G & W Products or its authorized designees at specified G & W Products' facility or location as specified by G & W Products prior to acceptance by G & W Products. If any of the Goods and/or Services furnished hereunder are found to be defective in material or workmanship, or otherwise not in conformity, G & W Products, in addition to any other right under all applicable warranties or otherwise, may at its option correct or have corrected the nonconformity at Supplier's expense or reject and return such Goods and/or discontinue such Services at Supplier's expense. Such Goods and/or Services shall not be replaced or continued without authorization from G & W Products. Rejected items shall be removed promptly by Supplier and at Supplier's expense. Any re-work or other correction shall be completed within the time as G & W Product's Purchasing Representative may reasonably direct.

## 5. Payment

G & W Products will pay Supplier the amount agreed upon and specified in the Purchase Order (or within 60 days if not identified elsewhere) unless the invoiced amount is in dispute. Payment shall not constitute acceptance of Goods and/or Services. All requests for payment shall be made by invoice. G & W Products reserves the right to return all incorrect invoices and withhold payment until corrected invoices have been received by G & W Products. G & W Products may withhold payment for shortages and/or non-conforming Goods.

**Right of Setoff:** G & W Products may, at its election, set off against any amounts payable to Supplier under any Purchase Order.

## 6. Compliance with Laws

Supplier warrants that all Goods provided and all Services performed are in compliance with applicable Federal, State and Local Laws, including but not limited to, the Occupational Health and Safety Act (OSHA); Toxic Substances Control Act; the Fair Labor Standards Act (FLSA); the Clean Air Act; the International Traffic in Arms Regulations (ITAR); and the Anti-Kickback Act. Supplier shall control the dissemination of and access to technical data, information and other items received under the Purchase Order in accordance with U.S. export control laws and regulations.

### Section 1502 of the Dodd-Frank Act(Conflict Minerals)

Conflict Minerals refers to minerals or other derivatives (specifically, Tin, Tantalum, Tungsten, and Gold, also known as 3TG) mined in the eastern provinces of the Democratic Republic of the Congo (DRC) and in the adjoining countries where the revenues of the 3TG minerals may be directly or indirectly financing armed groups engaged in civil war resulting in serious social and environmental abuses. In July 2010, the United States passed the Dodd-Frank Financial Reform & Consumer Protection Act, section 1502(b) requiring all US public companies and their suppliers to disclose the chain of custody usage of conflict minerals.

- G & W Products, Inc. expects its suppliers to source materials from socially responsible suppliers.
- G & W Products, Inc. expects all of its suppliers to comply with the Dodd-Frank regulation and provide all necessary declarations.
- Suppliers must pass this requirement through their own supply chain and determine the source of specified minerals.
- Suppliers who are non-compliant to these requirements shall be reviewed for future business

## 7. Warranties

**Goods Warranty:** The Supplier warrants that all Goods and Services shall be free from defects in design, materials or workmanship, in strict accordance with the requirements of this Agreement, and shall be of good and merchantable quality and fit for the particular purpose(s) for which such Goods are intended. Acceptance by G & W Products of Goods and Services shall not release or discharge Supplier from liability

for damages resulting from a warranty breach. Supplier warrants that it has clear title to all Goods provided.

**Extension of Warranty to G & W Products Customers:** All warranties furnished pursuant to this Contract extend not only to G & W Products but also to G & W Products' customers.

**Intellectual Property Warranty:** Supplier warrants that the sale, offering for sale, use, or incorporation into manufactured goods and materials (including software) of all machines, parts, components, services, devices, material, and rights furnished or licensed hereunder which are not of G & W Products design, composition or manufacture does not and will not infringe any valid patent, copyright, trademark, or other proprietary or intellectual property rights.

## **8. Force Majeure**

G & W Products shall not be liable for any failure to perform, including failure to take delivery of the Goods as provided caused by circumstances beyond its control, which make such performance commercially impractical, including, but not limited to, acts of God, fire, flood, acts of war, government action and accident. In the event G & W Products is so excused, either party may terminate the Agreement by providing immediate written notice to the other party that describes the *Force Majeure* condition, a good faith estimate of the likely duration of the condition and/or the cessation of performance.

## **9. Termination for Convenience**

G & W Products may terminate all or any part of the Purchase Order for convenience at any time by written notice to Supplier, and such termination shall not constitute default. Supplier shall immediately stop work and limit costs incurred on the terminated work. G & W Products shall have all rights and obligations accruing to it either at law or in equity, including G & W Products' rights to title and possession of the goods and materials paid for. G & W Products may take immediate possession of all work so performed upon notice of termination. If such termination is not caused by the Supplier's failure to fulfill the requirements, G & W Products shall reimburse Supplier for the actual, reasonable, substantiated and allowable costs not previously paid, with the total amount not to exceed the total price of the Purchase Order.

## **10. Termination for Default**

G & W Products may, by written Notice of Default to Supplier, terminate this Purchase Order in whole or in part, or, at G & W Products' sole discretion, require the Supplier to post such financial assurance as G & W Products deems reasonably necessary, if: (i) Supplier fails to deliver the Goods within the time specified in this Contract or any extension, (ii) Supplier fails to make progress, so as to endanger performance of this Contract, (iii) Supplier fails to perform any of the other provisions of this Contract, or (iv) Supplier become insolvent, ceases doing business, or becomes the subject of any proceedings under any bankruptcy, insolvency, or reorganization statute or law.

If Supplier terminates for default, the rights, duties and obligations of the parties shall be determined in accordance with the terms of the FAR Termination for Default clause, FAR 52.249-8, with the term "G & W Products" substituted for the terms "Government" and "Contracting Officer", and the term "Supplier" substituted for the term "Contractor" in that clause. G & W Products may require Supplier to transfer title and deliver to G & W Products any and all property produced or procured by Supplier for performance of the work terminated and Supplier shall be credited with the reasonable value thereof not to exceed Supplier's cost or the Purchase Order's price, whichever is less. Supplier will be liable for damages caused by or resulting from its default including but not limited to excess costs of reprocurement. Termination of the Contract for default shall be without prejudice to any other rights or remedies of G & W Products provided by law or under the Purchase Order.

## **11. Indemnification**

Supplier shall indemnify and hold harmless, and at G & W Products' request, defend G & W Products, its officers, directors, employees, and agents and invitees from and against all claims, liabilities, demands, losses, costs, damages and expenses, including but not limited to attorneys' fees and other costs of litigation arising out of or in any way connected with the Goods provided under the Purchase Order, including, without limitation: (i) the breach of any warranty contained therein; (ii) any claim based on the death or bodily injury to any person, destruction or damage to property, or contamination of the environment and any associated clean-up costs; (iii) any claim based on the negligence, omissions or willful misconduct of Supplier or any of Supplier's agents, subcontractors, employees or anyone acting on behalf of Supplier; and, (iv) any claim by a third party against G & W Products alleging that the Goods (including but not limited to software), or any other products or processes provided that infringe a patent, copyright, trademark, trade secret or other proprietary right of a third party, whether such are provided alone or in combination with other products, software or processes. Supplier shall not settle any such suit or claim without G & W Products' prior written approval.

Supplier's obligation to indemnify G & W Products shall apply regardless of whether the claim arises in tort, negligence, contract, warranty or strict liability or otherwise, except to the extent any such liability arises out of the gross negligence of G & W Products. Supplier shall without limitation as to time, defend, indemnify and hold G & W Products harmless from all liens which may be asserted against property covered hereunder, and from all claims for injury to persons or property arising out of or related to such property unless the same are caused solely and directly by G & W Products' negligence.

## **12. Applicable Law/Disputes**

Any controversy arising out of or related to the Purchase Order shall be construed and governed by the laws of the State of Ohio.

G & W Products and Supplier agree to timely notify each other of any claim, dispute, or cause of action arising from or related to the Purchase Order, and to negotiate in good faith to resolve any dispute. If the Parties are unable to resolve their dispute through negotiation, either party may initiate proceedings. Each party shall each bear its own costs of processing any dispute. Pending the resolution of any dispute,

Supplier shall proceed diligently with performance in accordance with the Purchase Order and with the G & W Products' direction.

### **13. Assignment and Subcontracting**

Neither the Purchase Order nor any interest nor claim may be transferred, novated, assigned or delegated by Supplier; nor may all or substantially all of this Contract be further subcontracted by Supplier without the prior written consent of G & W Products. Notwithstanding the above, Supplier may, without G & W Products' consent, assign moneys due, or to become due, provided G & W Products shall continue to have the right to exercise any and all of its rights, settle any and all claims arising out of, and enter into amendments to the Contract without notice to or consent of the assignee. G & W Products shall be given prompt notice of any assignment. G & W Products may assign the Purchase Order to any successor in interest.

### **14. Government Contracts**

For Contracts placed in support of and charged to a U.S. Government Contract, applicable clauses from the FAR and its Supplements that flow down are listed in the Appendix, and are incorporated by reference herein. The terms "Government" and "Contractor" contained in the FAR and DFARS clauses shall be revised to identify the Supplier and the G & W Products respectively.

### **15. Order of Precedence**

In the event of a conflict between these Terms and Conditions and other portions of the Purchase Order, the order of precedence shall be: (a) mandatory FAR/DFARS clauses flowed down from a contract; (b) the Purchase Order form, including any typed provisions on the face of the purchase order specifically modifying these terms of the Purchase Order; (c) these Terms and Conditions; (d) terms set forth in any specification; and (e) terms set forth in any drawing.

### **16. Communication with G & W Products' Customer**

G & W Products shall be solely responsible for any and all communication with G & W Products' customer. Supplier shall not communicate with G & W Products' customer regarding the Purchase Order or any related contract without G & W Products' express written consent, and shall inform G & W Products if its customer contacts Supplier directly.

### **17. Audit Rights**

G & W Products reserves the right to audit Supplier's records to assure compliance with the terms of the Purchase Order. Supplier shall make available all data reasonably requested by G & W Products. Quality records, certifications and other records pertinent to the Purchase Order are to be retained for ten (10)

years or as instructed on the face of the Purchase Order. Should Supplier cease business, Supplier shall provide G & W Products with a copy of all records applicable to the Purchase Order.

### **18. Ethical Standards of Conduct**

Supplier shall neither receive nor give any gifts or gratuities in connection with this Purchase Order. Supplier's employees are required to conduct company business with integrity and maintain a high standard of conduct in all business-related activities. Supplier shall not participate in any unethical conduct during performance of this Purchase Order. Supplier shall not engage in any personal, business, or investment activity that may be defined as a conflict of interest, whether real or perceived.

### **19. Environmental Considerations**

The Supplier warrants that all products, materials, components, and substances supplied under this Purchase Order comply with all applicable environmental laws and regulations, including but not limited to:

- Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH), including all applicable amendments; and
- Directive 2011/65/EU on the Restriction of Hazardous Substances (RoHS), as amended.

The Supplier shall ensure that products do not contain substances restricted or prohibited under REACH or RoHS in concentrations exceeding applicable limits, unless an exemption applies and has been disclosed in writing and approved prior to delivery. Upon request, the Supplier shall provide accurate and complete documentation, declarations, or certifications demonstrating compliance with REACH and RoHS requirements. The Supplier shall promptly notify the Buyer in writing of any non-compliance, change in regulatory status, or introduction of substances of very high concern affecting the products supplied under this Purchase Order. When applicable, Supplier shall flow down the requirements of this clause to its subcontractors and suppliers at any tier and shall be responsible for their compliance.

### **20. Confidential Information**

The contents of the Purchase Order and all commercial and technical information provided to Supplier by G & W Products shall not be divulged to any third party by Supplier or used by Supplier other than in connection with the Purchase Order. G & W Products shall have the right, if and when applicable, to direct disposition of said proprietary information.

### **21. Intellectual Property**

Any work, writing, idea, discovery, improvement, invention (whether patentable or not), trade secret or intellectual property of any kind first made or conceived by Supplier in the performance of the Purchase Order or which is derived from the use of information supplied by G & W Products shall be the exclusive property of G & W Products. Any work produced under the Purchase Order is to be deemed a work-for-

hire to the extent permitted by law, and, to the extent not so permitted, shall be assigned to, and shall be, the exclusive property of, G & W Products.

## **22. ITAR & EAR**

The technical information provided by G & W Products is governed by the United States International Traffic in Arms Regulations, ITAR, 22CFR parts 120 to 130, or Export Administration Regulations. Supplier agrees that it will not transfer an export controlled item, data, or service, to include transfer to foreign person employed, or associated with, the supplier without the authority of an export license or applicable exemption.

## **23. Business Continuity**

Supplier shall establish and maintain a disaster recovery and business continuity plan which includes protection of vital records, and ensure Supplier is able to continue delivering the products required by the Purchase Order from G & W Products.

## **24. Limit of Liability**

In no event shall G & W Products be liable to Supplier for any incidental, indirect, special or consequential damages arising out of, or in connection with, this agreement.

**APPENDIX: FAR and DFARS Flow-Down Clauses**

Seller expressly acknowledges that it bears sole and exclusive responsibility for ensuring compliance with the latest revisions, amendments, and updates to all applicable FAR and DFARS clauses, whether or not specifically identified in this Agreement. Failure to review and comply with the current versions of such clauses shall not relieve Seller of its obligations hereunder. Most current versions of all applicable FAR and DFARS clauses may be found at <https://www.acquisition.gov>.

**FAR Clauses — Clause Release Month & Year**

<b>FAR Clause</b>	<b>Clause Title</b>	<b>Clause Release</b>
<b>52.203-06</b>	Restrictions on Subcontractor Sales to the Government	<b>Jun 2020</b>
<b>52.203-11</b>	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	<b>Sep 2024</b>
<b>52.203-13</b>	Contractor Code of Business Ethics and Conduct	<b>Nov 2021</b>
<b>52.203-15</b>	Whistleblower Protections Under the ARRA of 2009	<b>Jun 2010</b>
<b>52.203-19</b>	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	<b>Jan 2017</b>
<b>52.204-10</b>	Reporting Executive Compensation and First-Tier Subcontract Awards	<b>Jun 2020</b>
<b>52.204-21</b>	Basic Safeguarding of Covered Contractor Information Systems	<b>Nov 2021</b>
<b>52.209-02</b>	Prohibition on Contracting with Inverted Domestic Corporations – Representation	<b>Nov 2015</b>
<b>52.209-06</b>	Protecting the Government’s Interest When Subcontracting with Debarred Contractors	<b>Jan 2025</b>
<b>52.211-15</b>	Defense Priority and Allocation Requirements	<b>Apr 2008</b>
<b>52.212-3</b>	Offeror Representations and Certifications – Commercial Items	<b>Oct 2025</b>
<b>52.219-08</b>	Utilization of Small Business Concerns	<b>Jan 2025</b>
<b>52.219-09</b>	Small Business Subcontracting Plan	<b>Jan 2025</b>
<b>52.222-19</b>	Child Labor – Cooperation with Authorities and Remedies	<b>Jan 2025</b>
<b>52.222-21</b>	Prohibition of Segregated Facilities	<b>Apr 2015</b>
<b>52.222-26</b>	Equal Opportunity	<b>Sep 2016</b>
<b>52.222-35</b>	Equal Opportunity for Veterans	<b>Jun 2020</b>
<b>52.222-36</b>	Equal Opportunity for Workers with Disabilities	<b>Jun 2020</b>

<b>52.222-37</b>	Employment Reports on Veterans	<b>Jun 2020</b>
<b>52.222-40</b>	Notification of Employee Rights Under the NLRA	<b>Dec 2010</b>
<b>52.222-41</b>	Service Contract Labor Standards	<b>Aug 2018</b>
<b>52.222-50</b>	Combating Trafficking in Persons	<b>Oct 2025</b>
<b>52.222-54</b>	Employment Eligibility Verification	<b>Jan 2025</b>
<b>52.222-55</b>	Establishing Minimum Wages Under EO 13658	<b>Jan 2022</b>
<b>52.226-8</b>	Encouraging Contractor Policies to Ban Text Messaging While Driving	<b>May 2024</b>
<b>52.225-01</b>	Buy American Act—Supplies	<b>Oct 2022</b>
<b>52.225-05</b>	Trade Agreements	<b>Nov 2023</b>
<b>52.225-13</b>	Notice of Progress Payments	<b>Apr 1984</b>
<b>52.232-40</b>	Providing Accelerated Payments to Small Business Subcontractors	<b>Mar 2023</b>
<b>52.247-64</b>	Preference for Privately Owned U.S.-Flag Commercial Vessels	<b>Nov 2021</b>

**DFARS Clauses — Clause Release Month & Year**

<b>DFARS Clause</b>	<b>Clause Title</b>	<b>Clause Release</b>
<b>252.203-7005</b>	Representation Relating to Compensation of Former DoD Officials	<b>Sep 2022</b>
<b>252.203-7002</b>	Requirement to Inform Employees of Whistleblower Rights	<b>Dec 2022</b>
<b>252.204-7008</b>	Compliance With Safeguarding Covered Defense Information Controls	<b>Oct 2016</b>
<b>252.209-7002</b>	Disclosure of Ownership or Control by a Foreign Government	<b>Dec 2022</b>
<b>252.225-7001</b>	Buy American and Balance of Payments Program	<b>Feb 2024</b>
<b>252.225-7009</b>	Restriction on Acquisition of Articles Containing Specialty Metals	<b>Jan 2023</b>
<b>252.225-7010</b>	Commercial Derivative Military Article—Specialty Metals Certificate	<b>Jul 2009</b>
<b>252.225-7016</b>	Restriction on Acquisition of Ball and Roller Bearings	<b>Jan 2023</b>
<b>252.225-7021</b>	Trade Agreements	<b>Feb 2024</b>

<b>252.225-7036</b>	Buy America—Free Trade Agreements—Balance of Payments Program—Basic	<b>Feb 2024</b>
<b>252.225-7050</b>	Disclosure of Ownership or Control by State Sponsor of Terrorism	<b>Dec 2022</b>
<b>252.226-7001</b>	Utilization of Indian Organizations and Indian-Owned Enterprises	<b>Jan 2023</b>
<b>252.227-7015</b>	Technical Data—Commercial Items	<b>Jan 2025</b>
<b>252.227-7037</b>	Validation of Restrictive Markings on Technical Data	<b>Jan 2025</b>
<b>252.228-7001</b>	Ground and Flight Risk	<b>Mar 2023</b>
<b>252.246-7003</b>	Notification of Potential Safety Issues	<b>Jan 2023</b>
<b>252.246-7007</b>	Contractor Counterfeit Electronic Part Detection and Avoidance System	<b>Jan 2023</b>
<b>252.246-7008</b>	Sources of Electronic Parts	<b>Jan 2023</b>
<b>252.247-7023</b>	Transportation of Supplies by Sea	<b>Oct 2024</b>
<b>252.247-7023</b>	Notification of Transportation of Supplies by Sea	<b>Oct 2024</b>