

STANDARD TERMS AND CONDITIONS OF SALE THAT SHALL AUTOMATICALLY APPLY TO ALL SALES

1. **AGREEMENT.** These Terms and Conditions shall be the sole terms and conditions governing the sale of goods by Gränges Americas Inc., Gränges International Inc. and their respective affiliates ("Seller") to any buyer of goods ("Buyer") and shall supersede all prior oral, electronic or written agreements that conflict with or differ from these Terms and Conditions, except for an executed supply agreement between Buyer and Seller incorporating these terms and conditions (a "Supply Agreement"). A Supply Agreement may, in accordance with its terms, supersede a portion of these Terms and Conditions. Any ordering document referred to or described as a written contract, a written, electronic or other form of purchase order from Buyer, or a written acknowledgement from Seller (even if given in electronic form) (an "Order Document") shall solely establish the identity and quantity of goods being purchased by Buyer, the time and destination of delivery and no other terms or conditions (and all such other terms and conditions are hereby expressly rejected). Any such Order Documents issued by either party shall be subject to these Terms and Conditions. To the extent that any conflicting contract provisions exist by virtue of Buyer's standard terms, any such conflicting provisions are hereby expressly rejected. Seller's fulfillment of any order shall not be construed as assent of any of the terms and conditions proposed by Buyer and will not constitute a waiver by Seller of any of these terms and conditions or in Seller's acknowledgement. Seller retains the right to alter these Terms and Conditions at any time upon delivery of notice to Buyer, and such altered terms will be binding with respect to subsequent orders.

These Terms and Conditions and any Supply Agreement are incorporated into each and every Order Document which together with constitute the "Agreement" for the sale of such goods, and each sale of goods by Seller to Buyer is expressly conditioned on the use of these Terms and Conditions.

2. **QUOTES; ORDERS.** Seller may issue non-binding quotes upon request of Buyer. Any orders placed by Buyer shall only be considered accepted and binding obligations of Seller and Buyer when affirmatively accepted by Seller by email or other writing, and any acceptance shall be subject to the use of these Terms and Conditions.

3. **PRICE.** The price for goods and other items covered by an Order Document shall be the prices and charges fixed by Seller at the time of acceptance of such Order, unless otherwise expressly agreed by Seller and Buyer.

4. **SHIPMENT AND DELIVERY.** Any stated shipping date is a best estimate and will not operate to bind Seller to ship or make deliveries on the exact date set forth in any Order Document. Unless otherwise stated in the Order Document, terms of sale shall be EXW (Incoterms 2020), freight prepaid. Title, risk of loss and other incidents of ownership, subject to Seller's security interest, shall pass to Buyer upon tender for shipment (i.e. EXW (Incoterms 2020)). If Buyer fails to give shipping instructions in a timely manner, Seller shall have the following options in its discretion: shipping materials/goods to any of Buyer's historically recognized destinations; billing Buyer for the shipment and holding the materials/goods at Seller's facility pending instructions from Buyer; or cancelling the shipment/delivery and billing the Buyer for all charges incurred for the goods or as a result of the cancellation.

5. **PAYMENT TERMS.** Unless otherwise provided in a Supply Agreement, payment by Buyer to Seller shall be net thirty (30) days from date of invoice. If payment is not made when due, interest on the balance shall be charged at a rate of 1.5% per month or 18% per annum compounded annually until the balance is paid in full. Notwithstanding any language to the contrary on Buyer's check, draft or other order which is negotiated by Seller, Buyer's account shall not be deemed paid in full until finally paid and no attempt to make an accord and satisfaction shall be effective as to any claim amount, including the invoice amount(s) or account balance. Seller may also declare a default of the security interest and invoke all the remedies available under the UCC and other applicable law including repossession if payment is not tendered in a timely fashion. Any payment discount period will commence on the date of delivery of the goods or services described in the invoice or the invoice date, whichever occurs first. Buyer shall pay all costs, including actual attorney's fees, incurred by Seller in order to obtain payment of any unpaid amount.

6. **CREDIT.** No credit or agreement to allow an account balance to remain unpaid for any period of time is being granted by virtue of any Order Document. Payment is due in full as provided on any invoice and these Terms and Conditions. Seller's decision to allow any amount invoiced to remain outstanding beyond the standard 30 days, creating an account and balance due, is in the sole discretion of Seller. Notwithstanding anything herein to the contrary, Seller reserves the right, in its sole discretion, to suspend sales or the extension of credit or the allowance of any account balance, demand advance payment or to alter the terms of payment based on its assessment of Buyer's creditworthiness. If, at any time, Buyer makes an assignment for the benefit of creditors, a levy, execution or attachment is made of any material amount of Buyer's property, a receiver is appointed for Buyer or any material part of Buyer's property, and/or Buyer becomes subject to any proceeding or arrangement for the relief of debtors, including, without limitation, any voluntary or involuntary case under any provision of Title 11 of the United States Code (the Bankruptcy Act), or Buyer refuses to provide adequate assurance of payment or performance upon Seller's request, then, Seller shall have, the right to cancel all Order Documents and any or all other agreements with Buyer, including work in process, or perform this Agreement and any or all other agreements with Buyer, including work in process, but refuse to make any shipments except upon the receipt of cash payment prior to shipment.

7. **FORCE MAJEURE.** Seller shall not be liable for any failure to perform, delay in performance, failure to ship, or delay in any shipment, or other failure occasioned by or due directly or indirectly to (a) acts of God, fire, earthquake, hurricane, flood, pandemic, disease, difficulty obtaining materials or shipping space, breakdowns, delays or unavailability of transportation or supplies, port delays, strikes, blockades, criminal acts, acts of war, terrorism or other hostilities, failure of energy suppliers, labor troubles (whether or not labor demands could be met by that party), actions, guidance, regulations or requests of any government or government agency, or (b) any cause not set forth in (a) that is beyond Seller's reasonable control. In the event of Seller's inability to fill Buyer's order, Seller may make partial shipment to Buyer, on such basis as Seller in its sole discretion may decide, without liability to Buyer for any failure to fully perform its contractual obligations. Seller shall have no obligation to purchase substitute goods or make other substitute arrangements in order to complete delivery to Buyer or to ship substitute goods from any other facility operated by Seller. Seller may terminate any Order Document in its sole discretion by written notice to Buyer in the event it is delayed by more than 90 days due to the circumstances in this Section 7.

8. **EXPRESS WARRANTY, IMPLIED WARRANTY DISCLAIMER AND LIMITATION OF SELLER'S LIABILITY.** Seller expressly warrants good title to the goods sold to Buyer and that the goods shall be free from commercially unacceptable material defects in materials and workmanship

and will conform, within the limits of standard commercial tolerances, to Buyer's specifications, and all other warranties, express or implied, are hereby disclaimed whether express or implied.

SELLER MAKES NO OTHER WARRANTY OR REPRESENTATION WHATSOEVER, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. ALL SUCH WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY EXPRESSLY EXCLUDED FROM THE TERMS OF ANY SALE BY SELLER TO BUYER AND ARE OTHERWISE DISCLAIMED.

Buyer agrees that its sole and exclusive remedy with respect to the above warranty for any nonconforming or defective goods is repair or replacement of the goods and in no event shall Seller have any other liability with respect to any breach of warranty. Seller may issue an account credit for any goods that are not repairable at its option. Only goods that are returned to Seller in same condition as when delivered to Buyer are eligible for warranty repair or return. All claims for replacement of alleged defective goods shall be deemed waived unless made in writing and delivered to Seller within 10 days after receipt of goods by Buyer. Buyer shall afford Seller prompt and reasonable opportunity to inspect all goods as to which any claim is made. Upon receipt of shipping instructions from Seller, Buyer shall return to Seller F.O.B. Seller's destination, all goods allegedly not conforming to specifications, or otherwise allegedly defective. Upon receipt of disposal instructions for any such goods, Buyer shall be responsible for disposing of such Goods in accordance with such instructions. Goods that are returned to Seller but are found by Seller to comply with the specifications are not defective and shall be returned to Buyer at Buyer's expense.

IN NO EVENT SHALL SELLER'S LIABILITY WITH RESPECT TO GOODS EXCEEDS THE AMOUNT PAID TO SELLER FOR SUCH AFFECTED GOODS. IN NO EVENT SHALL SELLER, ITS SUPPLIERS OR SUBCONTRACTORS BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR ANY EXPENSES DIRECTLY ARISING FROM THE USE OR MISUSE OF THE GOODS INCLUDING BUT NOT LIMITED TO THE COSTS OF WAREHOUSING, LABOR AND HANDLING, SERVICE CHARGES AND DIE EQUIPMENT DAMAGE OR BREAKAGE. BUYER ACKNOWLEDGES AND AGREES THAT BUYER TAKES SOLE RESPONSIBILITY FOR THE SELECTION OF AND SPECIFICATIONS FOR THE GOODS, THEIR FITNESS FOR ANY PURPOSES INTENDED FOR THE USE OF THE GOODS BY BUYER OR ANY PERSON OR ENTITY WITH WHOM BUYER DIRECTLY OR INDIRECTLY DEALS AND FOR COMPLIANCE WITH ALL HEALTH, SAFETY AND/OR ENVIRONMENTAL LAWS, RULES, REGULATIONS AND STANDARDS OF PRACTICE THAT MAY BE APPLICABLE TO THE GOODS OR THEIR USE, INCLUDING, WITHOUT LIMITATION, THE USE OF THE GOODS AS CONTAINERS OR PACKAGING FOR FOOD OR BEVERAGES.

9. **PERFORMANCE AND COMPLIANCE WITH LAW.** Seller shall use commercially reasonable efforts to perform in a reasonable manner consistent with any agreed upon delivery schedule. Seller represents that it has taken all reasonable steps to ensure that it is operating within the scope of all laws and applicable regulations governing its operations and the production of goods to be sold under these Terms and Conditions. Buyer agrees that it will comply with all laws and regulations governing this transaction, use of the goods and cooperate with Seller in avoiding, detecting and reporting any violations of any applicable law or regulation.

a. **OFAC Matters.** Buyer represents and warrants that it is not designated on, or associated with, any party designated on any of the U.S. government restricted parties lists, including without limitation, the U.S. Commerce Department Bureau of Industry and Security ("BIS") Denied Persons List; Entity List or Unverified List; the U.S. Treasury Department Office of Foreign Assets Control ("OFAC") Specially Designated Nationals and Blocked Persons List; or the U.S. State Department Directorate of Defense Trade Controls ("DDTC") Debarred Parties List, and Buyer agrees that it will not sell or transfer any Goods to such persons. Buyer shall comply with all applicable U.S. economic sanctions and export control laws and regulations, including without limitation, the regulations administered by OFAC, the Export Administration Regulations administered by BIS, and the International Traffic in Arms Regulations administered by DDTC.

b. **FCPA Matters.** Neither Buyer nor any director, manager, officer, agent, employee or affiliate of Buyer has violated or is in violation of any anti-corruption law, rule or regulation applicable to Buyer, including the U.S. Foreign Corrupt Practices Act. Without limiting the foregoing, in connection with the performance of their obligations, neither Buyer nor any person acting on its behalf shall: (i) take any action in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any government official for the purpose of obtaining or retaining business for or with, or directing business to, Seller or Buyer; (ii) make any bribe, rebate, payoff, influence payment, kickback or other unlawful payment; or (iii) use any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity.

10. **INTELLECTUAL PROPERTY.** Seller agrees to hold Buyer harmless from any and all damages payable to a third party, including reasonable attorneys' fees, resulting from claims and demands for actual or alleged infringement of any third party intellectual property rights by the goods as of the time of delivery to Buyer; provided, however that if, however, any goods are manufactured or sold by Seller to meet Buyer's designs, specifications, instructions, or technical information, Seller shall have no such obligation to hold Buyer harmless, and Buyer agrees to hold Seller harmless from any and all damages, including reasonable attorneys' fees, arising from claims and demands for actual or alleged infringement of any intellectual property rights, and to defend at Buyer's expense any suits or actions at law or in equity which may be brought against Seller for any actual or alleged infringement because of the manufacture or sale of any such goods. The sale of goods shall not grant Buyer any right or license of any kind under any intellectual property right owned or controlled by Seller or under which Seller is licensed. This Section states Seller's entire liability and Buyer's sole and exclusive remedy relating to claims of infringement by goods.

11. **INDEMNITY.** To the fullest extent permitted by law, Buyer shall, at Buyer's sole expense, indemnify and hold Seller, its officers, directors, subcontractors, suppliers agents and employees harmless from any and all loss, liability, claims, suits and costs, including reasonable attorneys' fees, based in whole or in part on any third-party claim for damages or any other relief against seller relating to or resulting (a) Buyer's breach of the Agreement or (b) Buyer's or its customer's use of the goods, including as a component or subassembly in any other good or product.

12. **TAXES.** All prices quoted are exclusive of taxes. Except for income taxes normally paid by Seller, Buyer shall pay or reimburse Seller for any tax, duties, penalties and interest which now or hereafter may be imposed by any taxing authority in respect to the sale, manufacture, delivery, import, export use and/or other handling of goods sold by Seller to Buyer.

13. **INSPECTION CHARGES.** Where Buyer requires tests, inspections or third party certifications not regularly provided by Seller, Seller may charge Buyer for the actual cost for such tests or inspections.

14. **CANCELLATION.** Orders may only be cancelled upon Seller's consent in writing. Buyer agrees that in the event of a cancellation, Seller will charge, and Buyer will pay, liquidated damages in the amount of 50% of the price of any goods/materials subject to an order cancellation that is within 90 days of the scheduled delivery date based on the mutual recognition that actual damages are difficult or impossible to accurately

calculate and that 50% of the order amount is reasonable under the circumstances. In the event of cancellation outside of 90 days, actual cancellation charges will be determined and assessed by Seller and paid by Buyer. Notwithstanding the foregoing, Buyer agrees that orders or special manufactured goods and orders labeled "non- cancellable" will not be approved for cancellation by Seller.

15. **CONFIDENTIALITY.** Buyer shall treat as Seller's "Confidential Information": (i) all non-public information provided by Seller, (ii) all specifications or other documents prepared by Seller in connection herewith, (iii) pricing information, and (iv) all other non-public information relating to an Ordering Document. Buyer shall not disclose or use any Seller Confidential Information for any purpose other than the transactions contemplated hereby. The conduct under these Terms and Conditions is subject to the obligations of confidentiality and non-use set forth in any confidentiality agreement executed between the parties (an "Existing NDA"), which shall continue to apply.

16. **ADVERTISING AND ANNOUNCEMENTS.** Buyer shall not advertise or publicly announce the fact that Buyer has contracted to purchase any material or services for Seller without obtaining the prior written permission of Seller.

17. **TERMINATION FOR MATERIAL BREACH OR DEFAULT.** Seller may terminate all or any portion of this Agreement (including the Order Document and any Supply Agreement) in the event of any breach or default by the Buyer and pursue the remedies provided in this contract or at law.

18. **CODE OF CONDUCT.** Buyer agrees to refrain from taking any action that may cause a Seller employee to violate Seller's Code of Conduct. Buyer should report any alleged violations by calling the Seller's legal department at 615-778-2000.

19. **EDI.** If Seller and Buyer mutually agree to use an Electronic Data Interchange ("EDI") system to facilitate purchase and sale transactions, Buyer agrees that it will not contest (i) any contract of sale resulting from an EDI transaction under the provisions of any law relating to whether agreements must be in writing or signed by the party to be bound thereby; or (ii) the admissibility of copies of EDI records under the business records exception to the hearsay rule, the best evidence rule or any other similar rule, on the basis that such records were not originated or maintained in documentary form. Seller and Buyer will negotiate and agree on technical standards and methods to use in making EDI purchases, and will use reasonable security procedures to protect EDI records from improper access. In the event of a conflict, the business records maintained by Seller regarding EDI purchases made by Buyer shall be deemed to be conclusive.

20. **THIRD PARTY FEES.** If Buyer elects to use a third-party payment system provider or invoicing system ("Third Party Provider") and Seller is charged fees by the Third-Party Provider, Seller reserves the right to seek reimbursement from Buyer for any and all costs paid to the Third Party Provider for the transfer of funds, retrieval of payment detail, or any other purpose from the Third Party Provider.

21. **MISCELLANEOUS.**

a. **Assignment:** The Agreement may not be assigned or transferred by either party without the other party's written consent; provided, however, that either party may assign, without the other's consent, the Agreement to any person or entity that is a successor by merger or that has otherwise succeeded to all or substantially all of its business and assets to which this Agreement pertains, by merger, consolidation, reorganization or otherwise. This Agreement will be binding on the successors and permitted assigns of the parties and the name of the party will be deemed to include the names of such party's successors or permitted assigns to the extent necessary to carry out the intent of the Agreement.

b. **Choice Of Law; Jurisdiction; Timeframe for Claims.** This Agreement shall be deemed to be entered into and shall be governed by the laws of the State of Tennessee, without regard to its conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. For any cause of action, claim, suit, or demand allegedly arising from or related to the terms of this Agreement or the relationship of the Parties pertaining to this Agreement and the transactions contemplated hereby, the Parties irrevocably (i) submit themselves to the jurisdiction of the State Courts of Tennessee, located in Williamson County, Tennessee, and the United States Federal District Court for the Middle District of Tennessee; (ii) waive all objections to lack of personal jurisdiction for the purpose of effectuating this provision; (iii) agree that service of process may be made upon any of them in any proceeding relating to, or arising out of, this Agreement by any means allowed by Tennessee or United States federal law; and (iv) agree that venue is proper for any such proceeding in Williamson County, Tennessee.

Claims may only be brought by a party in its individual capacity and not as a plaintiff or a class member in any purported class or representative proceeding.

Notwithstanding any provision to the contrary, Buyer must bring any claim or dispute against Seller within one year after the occurrence of the event giving rise to such dispute or waive such claim, and shall not bring any such claim or dispute after such date.

c. **Waiver; Amendment.** No terms or conditions other than those stated herein shall be binding on Seller unless such modifications or additional terms are made in writing and executed by an officer of Seller. The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition will not constitute a waiver of that right or excuse any subsequent non-performance of any such term or condition by the other party. In the interpretation and construction of the Agreement, the parties acknowledge that the terms of these Terms and Conditions and the other portions of the Agreement shall not be deemed, for the purpose of construction and interpretation, to have been drafted by either party.

d. **Entire Agreement.** These Terms and Conditions, the applicable Ordering Document and any Supply Agreement constitute the entire agreement between the parties relating to the purchase and sale of Products and supersede the Parties' prior agreements, understandings, and discussions. The Agreement shall not be modified by any document issued by Buyer or by the parties' course of dealing or performance, custom or usage but only by a writing signed by both parties in accordance with Section 21. Notwithstanding anything herein to the contrary, any Existing NDA shall continue to survive and be enforceable in accordance with its terms.

e. **Invalidity.** If any portion of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable term shall be severed from these Terms and Conditions, and the remaining terms and conditions shall be valid and fully enforceable as written.

These terms and conditions apply as of October 1, 2023.