

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. Applicability.

(a) These terms and conditions of purchase (these "**Terms**") are the only terms which govern the purchase of the goods ("**Goods**") and/or services ("**Services**") by DP World Americas RO, Inc. and its subsidiaries and affiliates ("**DPW**") from the Company named on the Statement of Work ("**SOW**") or Purchase Order ("**PO**") (the "**Company**"). Notwithstanding anything herein to the contrary, if a Master Purchasing Agreement ("**MPA**") or other written agreement signed by both parties is in existence covering the sale of the Goods and Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) These Terms, the MPA or any other written agreement, any SOWs or Pos, attachments, exhibits, amendments, addendums (including any Country Specific Addendums (collectively, this "**Agreement**") comprise 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 Company's general terms and conditions regardless of whether or when Company has submitted its sales confirmation or such terms. This Agreement expressly limits Company's acceptance to the terms of this Agreement. Fulfillment of or other performance under this Purchase Order constitutes acceptance of these Terms.

2. Delivery of Goods and Performance of Services.

(a) Company shall deliver the Goods in the quantities and on the date(s) specified in the Purchase Order or as otherwise agreed in writing by the parties (the "**Delivery Date**"). If Company fails to deliver the Goods in full on the Delivery Date, DPW may terminate this Agreement immediately by providing written notice to Company and Company shall indemnify DPW against any losses, claims, damages, and reasonable costs and expenses directly attributable to Company's failure to deliver the Goods on the Delivery Date.

(b) Company shall deliver all Goods to the address specified in the Purchase Order (the "**Delivery Point**") during DPW's normal business hours or as otherwise instructed by DPW. Company shall pack all goods for shipment according to DPW's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Company must provide DPW prior written notice if it requires DPW to return any packaging material. Any return of such packaging material shall be made at Company's risk of loss and expense.

(c) Company shall provide the Services to DPW as described and in accordance with the dates or schedule set forth on the purchase order and in accordance with the terms and conditions set forth in these Terms.

(d) Company acknowledges that time is of the essence with respect to Company's obligations hereunder and the timely delivery of the Goods and Services. Company shall use all commercially reasonable efforts to mitigate any delays.

3. Quantity. If Company delivers an incorrect quantity of Goods ordered, DPW may reject all or any excess Goods. Any such rejected Goods shall be returned to Company at Company's sole risk and expense. If DPW 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.

4. Shipping Terms. Delivery shall be made FOB Delivery Point unless otherwise specified on the face of the Purchase Order. The Purchase Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to the Purchase Order.

5. Title and Risk of Loss. Title and risk of loss passes to DPW upon delivery and acceptance of the Goods at the Delivery Point.

6. Importer of Record. Company shall, at no charge and upon request, promptly forward to DPW any documents DPW may reasonably require to clear Goods through customs and obtain possession of Goods at the port of entry.

7. Inspection and Rejection of Nonconforming Goods. DPW has the right to inspect the Goods on or after the Delivery Date. DPW, 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 are nonconforming or defective. If DPW rejects any portion of the Goods, DPW has the right, effective upon written notice to Company, to: (a) rescind this Agreement in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If DPW requires replacement of the Goods, Company shall, at its expense, promptly replace the nonconforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Company fails to timely deliver replacement Goods, DPW may replace them with goods from a third party and charge Company the cost thereof and terminate this Agreement for cause pursuant to Section 17. Any inspection or other action by DPW under this Section shall not reduce or otherwise affect Company's obligations under the Agreement, and DPW shall have the right to conduct further inspections after Company has carried out its remedial actions.

8. Price. The price of the Goods and Services is the price stated in the Purchase Order (the "**Price**"). If no price is included in the Purchase Order, the Price shall be the price set out in Company's published price list, including all available and applicable discounts, in force as of the date of the Purchase Order. Unless otherwise specified in the Purchase Order, the Price includes all packaging, transportation costs to the Delivery Point, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, 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 DPW.

9. Payment Terms. Company shall issue an invoice to DPW on or any time after the completion of delivery and only in accordance with these Terms. Each invoice shall contain a sufficient and correct description of Goods or Services and must also indicate the number of packages, relevant part numbers, if any, date Goods were shipped or Services were performed, and the Purchase Order number. DPW shall pay all properly invoiced amounts due to Company within sixty (60) days after DPW's receipt of such invoice, except for any amounts disputed by DPW in good faith. Without prejudice to any other right or remedy it may have, DPW reserves the right to set off at any time any amount owing to it by Company against any amount payable by DPW to Company. In the event of a payment dispute, the parties shall seek to resolve such dispute expeditiously and in good faith. Company shall continue performing its obligations under this Agreement notwithstanding any such dispute.

10. Company's Obligations Regarding Services. Company shall:

(a) before the date on which the Services are to start, obtain, and at all times during the term of this Agreement, maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Services;

(b) comply with all rules, regulations and policies of DPW, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by DPW to certain areas of its premises or systems for security reasons, and general health and safety 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 Company in providing the Services in such form as DPW shall approve. During the term of this Agreement and for a period of two (2) years thereafter, upon DPW's written request, Company shall allow DPW to inspect and make copies of such records and interview Company personnel in connection with the provision of the Services;

(d) obtain DPW's written consent, which may be given or withheld in DPW's sole discretion, prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of Company, other than Company's employees, to provide any Services to DPW (each such approved subcontractor or other third party, a "**Permitted Subcontractor**"). DPW's approval shall not relieve Company of its obligations under the Agreement, and Company shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Agreement as if they were Company's own employees. Nothing contained in this Agreement shall create any contractual relationship between DPW and any Company subcontractor or supplier;

(e) require each Permitted Subcontractor to be bound in writing by the confidentiality provisions of this Agreement, and, upon DPW's written request, to enter into a non-disclosure or intellectual property assignment or license agreement in a form that is reasonably satisfactory to DPW;

(f) ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Company, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services;

(g) 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 DPW; and

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

11. Change Orders. DPW may at any time, by written instructions and/or drawings issued to Company (each a "**Change Order**"), order changes to the Services, which may include but are not limited to changes in quantity, scope, testing, destination, specifications, designs and schedule. Company shall within two (2) days of receipt of a Change Order submit to DPW a firm cost proposal for the Change Order. If DPW accepts such cost proposal, Company shall proceed with the changed services subject to the cost proposal and the terms and conditions of this Agreement. Company acknowledges that a Change Order may or may not entitle Company to an adjustment in the Company's compensation or the performance deadlines under this Agreement. Company shall not proceed with any change of services without a signed, written amendment or Change Order, and DPW shall not bear any responsibility for any changes made absent a written and signed amended PO or Change Order.

12. Warranties.

(a) Company warrants to DPW that all Goods will:

(i) be free from any defects in workmanship, material and design;

(ii) conform to applicable specifications, drawings, designs, samples and other requirements specified by DPW;

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

(iv) be merchantable;

(v) be free and clear of all liens, security interests or other encumbrances; and

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

These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by DPW;

(b) Company warrants to DPW that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best 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 12 are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of DPW's discovery of the noncompliance of the Goods or Services with the foregoing warranties. If DPW gives Company notice of noncompliance pursuant to this Section, Company shall, at its own cost and expense, promptly (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Company and the delivery of repaired or replacement Goods to DPW, and, if applicable, (ii) correct or re-perform the applicable Services.

13. Intellectual Property. DPW shall own all right, title, and interest in and to any intellectual property rights through the provision of the Goods or Services, subject to any Company background intellectual property rights embodied therein. Company hereby grants and assigns to DPW, without reservation, all ownership rights, title, and interest it may have in and to any intellectual property rights as it relates to the provisions of the Goods or Services.

14. General Indemnification. Company shall defend, indemnify and hold harmless DPW and its 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 Company or Company's negligence, willful misconduct or breach of the Terms. Company shall not enter into any settlement without DPW's prior written consent.

15. Intellectual Property Indemnification. Company shall, at its expense, defend, indemnify and hold harmless DPW and any Indemnitee against any and all Losses arising out of or in connection with any claim that DPW'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 Company enter into any settlement without DPW's or Indemnitee's prior written consent.

16. Insurance. During the term of this Agreement, Company shall, at its own expense, maintain and carry the following insurance:

(a) Workers' Compensation & Employer's Liability Insurance: Company will maintain the following workers' compensation and employers' liability insurance covering their employees while on DPW's premises: (i) Statutory minimum requirements in the applicable state(s) where employee is engaged in the performance of work under this agreement; and (ii) coverage "B" employers' liability insurance with minimum limits of \$1,000,000 for each accident or disease;

(b) Commercial General Liability Insurance: Company will maintain commercial general liability insurance written on an occurrence basis including coverage for contractual liability, products and completed operations, personal injury, bodily injury and broad form property damage with liability limits not less than \$1,000,000 per occurrence and annual aggregate of \$2,000,000;

(c) Umbrella (Excess) Liability Insurance: Company will maintain umbrella liability insurance with minimum limits of \$5,000,000 per occurrence, \$10,000,000 aggregate, in excess of the underlying coverages required above;

(d) All-Risk Property Insurance: Company will carry All-Risk Property insurance in the amount to cover the full replacements costs of its property, equipment and products from risks of damage or loss;

(e) Business Automobile Liability Insurance: If Company will be using vehicles on DPW's premises, Company shall provide business automobile liability insurance insuring the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles, including tractors, shunters and other motorized power units. Company shall maintain limits of \$1,000,000 per accident for bodily injury and property damage;

(f) Cargo Legal Liability: Such insurance shall provide coverage for all goods in transit under Company's care, custody, and control and shall provide limits of \$1,000,000 per conveyance.

Company and DPW each hereby waive any and all rights of subrogation and recovery against the other or against the officers, employees, agents and representatives of the other, on account of loss or damage of its property or the property of others under its control to the extent that such loss or damage is insured under the insurance policies required above. The insuring party or parties hereunder shall upon obtaining the policies of insurance required under this Agreement, give written notice to their insurance carrier(s) that the mutual waiver of subrogation is contained in this Agreement. Additionally, all such insurance should be primary and non-contributory. Prior to the start of work, Company shall furnish Certificates of Insurance. Company shall notify DPW in writing at least thirty (30) days prior to cancellation of a policy. Insurance companies providing coverage will be rated by A.M. Best with at least an A- rating.

17. Compliance with Law. Company shall comply with all applicable laws, regulations and ordinances. Company shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Company 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 Company. Company assumes all responsibility for shipments of Goods requiring any government import clearance. DPW may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods. Company agrees that upon DPW's reasonable request, it will provide written certification that it is in full compliance with this Agreement.

18. Termination. In addition to any remedies that may be provided under these Terms, DPW may terminate this Agreement in whole or in part at any time and for any reason or no reason with immediate effect upon written notice to the Company. In the case of such termination, Company's sole and exclusive remedy is payment for the Goods received and accepted and Services accepted by DPW prior to the termination.

(a) Promptly following the expiration or termination of this Agreement, the Company shall transfer or otherwise return all data and any Confidential Information (as defined below) of DPW provided or maintained for this Agreement and shall permanently erase all Confidential Information and certify such in writing as reasonably requested.

(b) Notwithstanding anything to the contrary within this Section, the Company shall complete any outstanding SOW(s) or PO(s) upon termination of this Agreement.

19. Audits and Inspections. Company shall maintain all records, contracts, and accounts related to the Services and Goods during the term of the PO/SOW and for three years thereafter. During the term of the PO and for five years thereafter, DPW or an independent certified public accountant reasonably acceptable to Company may, at any time, reasonably audit Company's records (including electronic records) and inspect Company's facilities to verify that Company has complied with its obligations under the PO. Company shall promptly provide to DPW or the auditor any information and documentation DPW or the auditor may reasonably request in connection with such audit or inspection in the format requested. Company shall make Company personnel who are knowledgeable of the relevant records and business practices available for such audit.

20. Waiver. No waiver by DPW of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by DPW. 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.

21. Confidential Information. All non-public, confidential or proprietary information of DPW, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by DPW to Company, 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, solely for the purpose of performing this Agreement and may not be disclosed or copied unless authorized in advance by DPW in writing ("**Confidential Information**"). Upon DPW's request, Company shall promptly return all documents and other materials received from DPW. DPW shall be entitled to injunctive relief for any violation of this Section.

22. Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force

Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; and (f) national or regional emergency. The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) days following written notice given by it under this Section 19, the other party may thereafter terminate this Agreement upon fifteen (15) days' written notice.

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

24. Affiliates. An affiliate of DPW may enter its own PO or SOW as mutually agreed with the Company. This creates a separate agreement between the affiliate and the Company, incorporating this Agreement with the affiliate being treated as "DPW". Neither DPW nor its affiliates have any rights under each other's agreement with the Company, and breach or termination of any such agreement is not breach or termination under any other. All obligations of DPW and its affiliates shall be several and not joint, and in no event shall a party have any liability or obligation with respect to the acts or omissions of any other party to this Agreement.

25. No Publicity. Unless otherwise required by applicable law (based upon the reasonable advice of counsel), no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any third party about this Agreement, or the subject matter therein, without the prior written consent of the other party, and the parties shall cooperate as to the timing and contents of any such announcement.

26. 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. Nothing herein shall create exclusivity amongst the parties.

27. 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.

28. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

29. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of North Carolina and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

30. Export Control. In addition to complying with all applicable export laws and regulations, Company shall immediately notify DPW in writing of changes, if any, to classifications, export licenses, and any other determinations related to Goods (including technical documentation) supplied to DPW and shall provide supporting information for such change(s).

31. Improper Means. The Parties intend that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion or kickbacks, or any other unlawful or improper means of obtaining and/or retaining business and/or securing another business advantage and the Company warrants it will not and has not violated any applicable anti-bribery or anti-corruption law and/or regulation.

32. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at 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, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

33. 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. Additionally, the invalid, illegal or unenforceable provision will be deemed superseded by a valid, enforceable provision that most clearly expresses the intent of the original term or provision.

34. Survival. Provisions of these Terms which by their nature should apply beyond the term of this Agreement will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Insurance, Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction and Survival.

35. Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.

36. Supplier Code of Conduct. The Company shall abide and comply with the principles set out in DPW's supplier code of conduct provided at <https://www.syncreon.com/wp-content/uploads/2024/03/Vendor-Code-of-Conduct.pdf>

37. Data Privacy. The Company acknowledges and agrees that, in the course of its engagement by DPW, Company may create, receive, or have access to personal information as defined in applicable data privacy laws. Company shall comply with the terms and conditions set forth in these Terms in its creation, collection, receipt, transmission, storage, disposal, use, and disclosure of such personal information and be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of personal information under its control or in its possession. Company shall use industry standard information security and data protection and comply with all applicable federal, state, and foreign privacy and data protection laws. Company agrees to execute any writings necessary as defined by applicable data privacy laws.

38. Information Security. Without limiting the Company's obligations elsewhere, the Company shall implement baseline security safeguards and controls that are no less rigorous than accepted industry practices, to protect Confidential Information, any other data of DPW or its personnel, and DPW's systems (all the foregoing referred to collectively as "DPW's Data and Systems"). Upon reasonable notice to the Company, DPW shall have the right to review Company's policies, processes, controls, and results of internal and/or external reviews of processes and controls associated with DPW's Data and Systems (collectively, "Company's Processes and Controls") prior to and during the performance of this Agreement, including immediately at any time after any security incident incurred by the Company that may impact DPW's Data and Systems. Upon discovery of any such security incident, Company shall, within twenty-four (24) hours, inform DPW of the incident and the nature of its impact on DPW's Data and Systems. Additionally, DPW at its own expense shall be entitled to perform, or to have performed by an independent third-party, an on-site audit of Company's Processes and Controls. In lieu of an on-site audit, upon request by DPW, Company agrees to complete, within twenty-one (21) days of receipt, an audit questionnaire provided by DPW regarding Company's information security program. Company shall implement any reasonably required safeguards as identified by or flowed down through DPW or information security program audits.

39. Health and Safety. The Company shall comply and ensure that each member of its personnel including sub-contractor complies, with all DPW's security, confidentiality, health and safety policies and procedures and all other office conduct policies and procedures (for example, non-harassment and non-discrimination policies) applicable from time to time while on any DPW premises or accessing DPW systems. The Company shall notify DPW of any health and safety hazards (being anything which might cause death or any form of bodily injury to any person) at the DPW premises where the Services are performed of which the Company becomes aware. DPW will notify the Company of any health and safety hazards of which DPW becomes aware at the premises and which may affect any personnel. The Company shall draw these hazards to the attention of those personnel engaged in the performance of the Services at the DPW premises and shall instruct them in connection with any necessary associated safety measures.