

1. Formation of Contract

1.1 These Terms and Conditions, together with the Purchase Order and any herein referenced documents, form the full agreement (“Contract”) between Busek Co. Inc. (“Buyer”) and the supplier (“Seller”) for the purchase of the goods and related services. Buyer and Seller are referred to herein as a “Party” or collectively as “Parties.”

1.2 Seller accepts the Contract by performance, signature, or acknowledgment. No additional or conflicting terms from Seller shall apply unless specifically agreed to in writing by Buyer.

2. Delivery and Risk of Loss

2.1 Delivery Terms: Unless otherwise specified, delivery shall be DAP (Delivered at Place) under Incoterms® 2020. Seller is responsible for shipping costs, insurance, and risk of loss until delivery to Buyer’s designated location.

2.2 Written notice of a shipment in advance must be provided with all shipments. Improper packing or noncompliance with shipping instructions may result in rejection and return at Seller’s expense.

3. Schedule and Delay

3.1 Time is of the essence. If Seller anticipates delay, it must immediately notify Buyer in writing with cause and a recovery plan.

3.2 Failure to deliver in accordance with the agreed-upon schedule, unless excused by Buyer or Force Majeure, will be considered a material breach of this Contract. If a delay is anticipated or occurs—including those resulting from labor disputes—Seller must:

- (i) promptly notify Buyer in writing with the cause of the delay and actions being taken to mitigate it;
- (ii) provide a written recovery schedule; and
- (iii) if requested by Buyer, use air freight or other expedited shipping methods at Seller’s expense to reduce the impact of the delay.

3.3 Seller may not deliver Goods ahead of the scheduled delivery date without prior written authorization from Buyer.

4. Changes

4.1 Buyer’s Authorized Procurement Representative may, in writing, direct changes to the Contract including, but not limited to, changes to technical documentation, delivery schedules, and quantities. Seller must comply and submit cost/schedule impacts within 25 days. Buyer will negotiate any adjustment in price and/or schedule in good faith. Once agreed, changes must be incorporated into the Contract and signed by both parties.

5. Warranty

5.1 Seller warrants that all goods:

- (i) Conform to all requirements of the Contract including but not limited to any technical documentation, specifications, drawings, quality requirements statements of work and requirements documents;
- (ii) Are free from defects in materials, workmanship, and design;
- (iii) Are free from liens or encumbrances;
- (iv) Do not contain malware or unauthorized third-party code.

5.2 The warranty period is two (2) years from final acceptance by Buyer. During this period, Buyer may return defective goods for repair, replacement, or refund at Seller’s cost.

5.3 The warranty shall run to Buyer and its successors, assigns, and customers.

5.4 In the event of any defect or nonconformance in Goods, Buyer may, at its option and at Seller’s expense:

- (i) require prompt correction or replacement of Goods or
- (ii) return Goods for credit or refund. Return to Seller of defective or non-conforming Goods and redelivery

to Buyer of corrected or replaced Goods shall be at Seller's expense and risk of loss. Goods required to be corrected or replaced shall be subject to the requirements of this Contract in the same manner and to the same extent as Goods originally delivered under this Contract, but only as to the corrected or replaced part or parts thereof. Even if the Parties disagree about the existence of a breach of this warranty, Seller shall promptly comply with Buyer's direction to:

- (i) repair, rework, or replace Goods or
- (ii) furnish any materials or parts and installation instructions required to successfully correct the defect or nonconformance. If the Parties later determine that Seller did not breach this warranty, the Parties shall equitably adjust the price

6. Termination

6.1 For Convenience: Buyer may terminate this Contract, in whole or in part, at any time with written notice to Seller. Seller will be paid for work performed up to the termination date and for reasonable, documented costs incurred in the performance of this Contract. No payment will be made for anticipated profit or unabsorbed overhead. In no event shall Buyer be obligated to pay Seller any amount in excess of the Contract price.

6.2 For Default: Buyer may terminate for default if Seller fails to meet delivery, quality, or other performance obligations and does not cure the failure within 15 days after written notice from Buyer. If it is later determined the termination was improper, the termination will be treated as a Termination for Convenience, and Seller's recovery will be limited accordingly.

6.3 Legal Compliance: Seller must obey all local, domestic, and international laws that may apply to Seller and this Contract. This includes U.S. export controls and anti-bribery laws. Non-compliance shall be grounds for Termination for Default.

6.3 Continued Performance: Seller must continue performing any part of the Contract that has not been terminated.

6.4 Transfer of Goods and Materials: At Buyer's request, Seller shall transfer title and deliver to Buyer any completed Goods and any partially completed goods or manufacturing materials (including tools, parts, drawings, and work-in-progress) acquired or produced specifically for the terminated portion of the Contract.

6.5 Protection of Buyer Property: Seller must protect and preserve any property in its possession that belongs to Buyer or Buyer's customer.

6.6 Payment for Accepted Deliverables: Buyer will pay the Contract price for completed Goods accepted by Buyer and a fair price (excluding profit) for any accepted manufacturing materials and preservation activities. Buyer may withhold the amounts necessary to protect against liens, claims, or losses.

7. Suspension of Work

7.1 Buyer's Authorized Procurement Representative may, by written order, suspend all or part of the work to be performed under this Contract for a period not to exceed one hundred (100) days. Within such period of any suspension of work, Buyer shall either:

- (i) cancel the suspension of work order;
- (ii) terminate this Contract in accordance with the "Termination for Convenience" provision of this Contract;
- (iii) terminate this Contract in accordance with the "Termination for Default" provision of this Contract if grounds for default exist; or
- (iv) extend the stop work period.

7.2 Seller shall resume work whenever a suspension is canceled. Buyer and Seller shall negotiate an equitable adjustment in the price or schedule or both if:

- (i) this Contract is not terminated;
- (ii) the suspension results in a change in Seller's cost

of performance or ability to meet the delivery schedule; and

(iii) Seller submits a claim for adjustment within twenty (20) days after the suspension is canceled.

8. Disputes and Arbitration

8.1 Disputes will first be addressed through executive-level escalation and good faith negotiation.

8.2 If unresolved, either Party may initiate arbitration in Boston, MA under the AAA Commercial Arbitration Rules, including the Expedited Procedures:

(i) One arbitrator as agreed between the Parties with retainer equitably split between Parties;

(ii) Limited discovery;

(iii) Final, binding decision within 90 days enforceable in any court with jurisdiction;

(iv) No punitive damages may be awarded;

(v) Information about the arbitration or exchanged during the arbitration proceedings is considered confidential and shall not be shared outside the Parties.

(vi) Each Party shall bear its own costs and fees, except that the prevailing Party may recover arbitration and legal costs unless deemed unjust.

8.3 Notwithstanding the terms of this clause, either Party may seek preliminary or temporary injunctive relief, including specific performance, or relief in aid of arbitration at any time from a court of competent jurisdiction where immediate irreparable harm to that Party is threatened by the other Party's acts or omissions; provided, however, that requests for permanent injunctive relief shall be arbitrated pursuant to this clause.

9. Confidentiality

9.1 If a Non-Disclosure Agreement ("NDA") is in effect, it governs. In the event of conflict between the NDA and these Terms, the NDA prevails.

9.2 If no NDA is in place, each Party agrees to:

(i) Protect the other's Confidential Information with at least reasonable care;

(ii) Use it only for purposes of the Contract;

(iii) Disclose it only to personnel with a need-to-know who are bound by equivalent obligations.

(iv) Upon Buyer's request, and in any event upon the completion or termination of this Contract, Seller shall return to Buyer all of Buyer's Proprietary Information and materials and all materials derived therefrom, unless Buyer specifically directs otherwise in writing.

(v) The provisions of this Article are effective notwithstanding any restrictive legends or notices on Confidential Information and materials and shall survive the completion or termination of this Contract. Buyer shall have the right to audit Seller's compliance with this Article.

10. Intellectual Property

10.1 Buyer Property: All specifications, designs, technical data, process data, software, firmware, drawings, reports and data provided by Buyer are and remain Buyer's property.

10.2 Foreground IP: Any inventions or developments made in the course of performing the Contract shall be owned by Buyer. Seller agrees to assign such rights and assist with any necessary filings. This 10.2 section does not apply to unmodified commercial off-the-shelf Goods.

(i) Seller hereby irrevocably assigns to Buyer all right, title, and interest in the Foreground IP. Seller shall protect Foreground IP as Buyer's Proprietary Information and Materials under this Contract and shall mark documents or portions of documents containing Foreground IP as "Busek Proprietary" information or as otherwise directed by Buyer in writing.

(ii) Seller shall, within two (2) months after conception or first actual reduction to practice of any invention and prior to Contract completion, disclose in writing to Buyer all inventions assigned hereunder, whether or not patentable, in sufficient technical detail to clearly convey the invention to one skilled in the art to which the invention pertains. Seller shall promptly execute all written instruments and assist as Buyer

reasonably directs in order to file, acquire, prosecute, maintain, enforce, and assign Buyer's Foreground IP rights. If Seller does not or cannot execute instruments or assist Buyer as described above, Seller hereby irrevocably appoints Buyer and any of Buyer's officers and agents as Seller's attorney in fact to act on Seller's behalf and instead of Seller, with the same legal force and effect as if executed by Seller, with respect to executing any such written instruments.

10.3 Background IP: Seller retains ownership of pre-existing intellectual property but grants Buyer a royalty-free, irrevocable license to use any portion embedded in the goods delivered.

10.4 Parties shall mark their respective Background IP appropriately and clearly before exchanging.

10.5 Seller shall indemnify, defend, and hold Buyer harmless from any claims, damages, or losses arising out of actual or alleged infringement of any intellectual property right related to the Goods or services provided under this Contract. This obligation shall survive delivery and acceptance of the Goods.

11. Invoices and Payment

11.1 Seller shall invoice Buyer separately for each shipment. Payment terms are Net 30 from receipt of conforming goods and a correct invoice.

11.2 Buyer may withhold amounts for nonconforming or late deliveries and offset other amounts owed by Seller.

11.3 Except for amounts invoiced under the "Termination" Article, Seller shall be deemed to have waived all charges and fees that are not invoiced within ninety (120) calendar days after the end of the calendar year in which the charges were incurred.

11.4 Taxes: The price of this Contract includes, and Seller is liable for and shall pay all taxes, impositions, charges, and exactions imposed on or measured by this Contract except for applicable sales and use taxes that are separately stated on Seller's invoice. Prices shall not include any taxes, impositions, charges, or exactions for which Buyer has furnished a valid exemption certificate or other evidence of exemption.

12. Force Majeure

12.1 Neither Party shall be liable for delay or nonperformance due to causes beyond its reasonable control (e.g., acts of God, labor strikes, government actions). The affected Party must promptly notify the other.

12.2 Seller shall use best efforts to resume performance and mitigate the impact of any delay.

13. Assignment and Change of Control

13.1 a. Seller shall not and shall cause its affiliates not to, directly, indirectly, voluntarily or involuntarily, in each case, whether by transfer, operation of law, or otherwise undergo a Change of Control or otherwise assign this Contract, assign any of its rights or interest in this Contract, delegate any of its obligations under this Contract, or subcontract for all or substantially all of its performance of this Contract (each, a "Transaction"), without Buyer's prior written consent after advance written notice by Seller given to Buyer at least one hundred and twenty (120) days prior to the date when such proposed assignment or Change of Control would take effect. No purported Transaction, with or without Buyer's consent, shall relieve Seller of any of its obligations under this Contract or prejudice any rights or claims that Buyer may have against Seller, whether such obligations, rights or claims, as the case may be, arise before or after the date of any purported Transaction; provided however, that Seller may assign its right to monies due or to become due under this Contract, and this Article does not limit Seller's ability to purchase standard commercial supplies or raw material in connection with its performance of this Contract.

14. Trade Control Compliance

14.1 The Parties shall comply with all export and import laws, regulations, decrees, orders, and policies of the United States Government and the Government of any country in which the Parties conduct business pursuant to this Contract, including the Export Administration Regulations ("EAR") of the U.S. Department

of Commerce, the International Traffic in Arms Regulations ("ITAR") of the U.S. Department of State, the U.S. Customs & Border Protection Regulations, the Harmonized Tariff Schedule, and the antiboycott and embargo regulations and guidelines as set forth in the EAR and in the U.S. Department of the Treasury, Office of Foreign Assets Control (collectively, "Trade Control Laws").

14.2 Seller shall timely inform Buyer of any actual or alleged violations of any applicable Trade Control Laws, including any suits, actions, proceedings, notices, citations, inquiries, or other communications from any government agency concerning any actual or alleged violations, in Seller's performance under this Contract and shall comply with all reasonable requests from Buyer for information regarding any such violations

15. Indemnification & Insurance

15.1 Seller agrees to indemnify, defend, and hold Buyer harmless against claims, liabilities, losses, or damages arising from:

- (i) Personal injury or property damage caused by Seller's goods or actions;
- (ii) Infringement of third-party intellectual property rights;
- (iii) Seller's or its subcontractors' negligence or willful misconduct.

15.2 Seller shall carry and maintain, and ensure that all subcontractors thereof carry and maintain, throughout the period when work is performed and until final acceptance by Buyer, appropriate insurance in compliance with applicable local, state and federal law. Seller shall make insurance certificates available to Buyer upon request.

16. Governing Law

16.1 This Contract shall be governed by the laws of the state of New York, without regard to its conflict of laws principles.

17. Publicity

17.1 Without Buyer's prior written approval, Seller shall require that its subcontractors or suppliers at any tier shall not release any publicity, advertisement or news regarding the program, Contract or Seller's customers to which the Goods pertains. Seller shall be responsible to Buyer for any breach of such obligation by any subcontractor or supplier

18. Buyer Property Management

18.1 Seller shall clearly mark, maintain an inventory of, and keep segregated or identifiable all of Buyer's property and all property to which Buyer acquires an interest by virtue of this Contract. Seller assumes all risk of loss, destruction, or damage of such property while in Seller's possession, custody, or control, including any transfer to Seller's subcontractors. Upon request, Seller shall provide Buyer with adequate proof of insurance against such risk of loss. Seller shall not use such property other than in performance of this Contract without Buyer's prior written consent. Seller shall notify Buyer's Authorized Procurement Representative if Buyer's property is lost, damaged, or destroyed. As directed by Buyer's Authorized Procurement Representative, upon completion or termination of this Contract, Seller shall deliver such property, to the extent not incorporated in delivered Goods, to Buyer in good condition subject to ordinary wear and tear and normal manufacturing losses.

19. Miscellaneous

19.1 No Waiver: A delay or failure by either Party to enforce any part of this Contract does not waive its rights to enforce it later.

19.2 Remedies: All rights and remedies in this Contract are cumulative and in addition to those available at law or in equity. If any part of the Contract is unenforceable, the rest remains valid. Seller agrees that money damages may be insufficient for certain breaches, including delivery failures.

19.3 Approvals: Buyer's review or approval of Seller's technical documents or processes does not relieve Seller of its contractual responsibilities.

19.4 Offset Rights: Buyer may offset any damages caused by Seller's breach against amounts owed under this or any other contract between the Parties.

20. Entire Agreement and Order of Precedence

20.1 This Contract, including the Purchase Order and these Terms, constitutes the full and final agreement between the Parties. In case of conflict:

- (i) The Purchase Order (including any signed Change Orders);
- (ii) These Terms and Conditions;
- (iii) Buyer specifications, statements of work, and referenced documents.

20.2 No verbal agreements or prior negotiations shall modify this Contract unless in writing and signed by both Parties.