

Calibration Technologies, LLC - Standard Terms of Purchase

1. **ACCEPTANCE; ENTIRE AGREEMENT** - This Order constitutes Buyer's offer to purchase from Seller the Goods. ACCEPTANCE OF THIS ORDER IS LIMITED TO ITS TERMS. BUYER EXPRESSLY OBJECTS TO AND WILL NOT BE BOUND BY ANY PROVISIONS ADDITIONAL TO OR AT VARIANCE WITH THE TERMS HEREOF THAT MAY APPEAR IN SELLERS QUOTATION, ACKNOWLEDGEMENT, CONFIRMATION, INVOICE OR IN ANY OTHER PRIOR OR LATER COMMUNICATION FROM SELLER TO BUYER. Seller will be deemed to have unqualifiedly and unconditionally accepted this Order upon the earlier of (a) Seller's commencement of performance hereunder, (b) Buyer's receipt of Seller's written acknowledgment or acceptance, or (c) 2 days after Seller's receipt hereof if Seller has failed to notify Buyer in writing that it has rejected this Order. Upon acceptance, this Order will supersede all prior negotiations, discussions, and dealings and will constitute the entire agreement between Buyer and Seller concerning the subject matter of this Order.
2. **DEFINITIONS** - (i) Buyer means the entity that issued the Order, which is Calibration Technologies, LLC or one of its affiliates (entities controlling, controlled by, or under common control with Calibration Technologies, LLC). (ii) Goods means the products, parts, materials or other goods identified on the face of the Order. (iii) Non-conforming Goods means Goods that do not comply with the warranties and other provisions contained in this Order. (iv) Order means the purchase order to which these Terms are appended or into which they are incorporated, together with all drawings, specifications and other documents appended to or referenced in such purchase order. (v) Seller means the entity identified on the face of the Order as the seller or supplier of the Goods. (vi) Terms means these Calibration Technologies, LLC Standard Terms of Purchase.
3. **PRICE** - No increase in the price shown on the face of this Order will be accepted by Buyer unless agreed to in writing and signed by Buyer. No charges for extras will be allowed unless authorized by Buyer in writing. Prices will be inclusive of all charges necessary to deliver the Goods to Buyer (such as transportation, insurance and duties). If at any time during the duration of this Order, Seller offers to sell comparable quantities of similar goods or services to be provided hereunder at a price lower than Seller's price to Buyer, or upon other terms more favorable to buyers than the terms hereof, Seller will promptly notify Buyer thereof and offer such lower price or such other more favorable terms to Buyer during the period in which such lower price or such other more favorable terms are in effect.
4. **TAXES** - Unless otherwise stated on the face of this Order, Seller will pay any customs, import, export, excise, sales, use, value added or other tax or duty (however designated) imposed or assessed upon the manufacture, sale, import, export, delivery or use of the Goods.
5. **TERMS OF PAYMENT; INVOICES; SET-OFF** - Unless otherwise stated on the face of this Order, terms of payment will be net 60 days after receipt of Goods or invoice by Buyer, whichever occurs last. If the prices or payment terms contained herein contain any discount, the time for earning any such discount will be computed from the later of the scheduled delivery date or the date an acceptable invoice is received. Payment is deemed made for the purpose of earning the discount on the date of mailing of Buyer's check. Invoices will be in such form, and will include



such information, as Buyer reasonably specifies. Buyer may deduct from any amounts due or to become due to Seller under this Order any sums owed by Seller to Buyer, whether under this Order or any other purchase order or contract between them, and any sums reasonably necessary to protect Buyer against third-party claims or amounts for which Seller is liable, whether under this Order or any other order or contract between them.

6. **DELIVERY; TITLE AND RISK OF LOSS** - Unless otherwise stated on the face of this Order, shipping terms will be, and delivery will occur, DDP (per Incoterms 2020) Buyers place of business. Seller will obtain Buyers prior written approval for partial shipments. All excess transportation charges resulting from Seller's failure to follow any routing instructions given by Buyer will be for Sellers account. Goods will be packed and marked in accordance with good commercial practice, in accordance with any requirements communicated by Buyer, and in a manner that (i) ensures safe and undamaged arrival at their ultimate destination, (ii) secures the lowest costs for transportation to the relevant Buyer facility, (iii) complies with the requirements of carriers, and (iv) complies with applicable law. Title to, and risk of loss or damage with respect to, the Goods will transfer to Buyer upon delivery but will revert to Seller if Buyer rejects or revokes acceptance of the Goods. If Seller knows or has reason to believe that a delivery will not be made on-time, then Seller will notify Buyer and will take all necessary steps, at Sellers expense, to expedite delivery. Seller will be liable for damages resulting from a late or non-conforming delivery, including any liquidated damages on the face of this Order. If Buyer rejects a late delivery of Goods, or rejects or revokes acceptance of Non-conforming Goods, then Buyer may obtain equivalent or substitute products from another source, and if the price of such products exceeds the price of the Goods under this Order, then Seller will reimburse Buyer for such excess. If any Goods rejected or not purchased by Buyer utilize or carry any logo, insignia, name, trade name, trademark, trade dress, symbol, decorative sign, evidence of inspection or other related markings of Buyer or any of its affiliates, then Seller will have the same removed prior to any subsequent sale, use or disposition of such Goods, provided such sale, use or disposition is not prohibited by this Order.
7. **RESCHEDULING** - Buyer may reschedule any delivery of Goods prior to shipment by providing written notice thereof to Seller. In such case, Buyers only liability will be to reimburse Seller for any reasonable out-of-pocket costs incurred after receipt of such notice for handling and storage of affected items of Goods that directly result from such reschedule; provided that Seller takes reasonable steps to minimize such costs and to otherwise mitigate Buyers liability as a result of the reschedule or delay.
8. **FORCE MAJEURE** - Neither Buyer nor Seller shall be liable for delays or non-performance of this Order directly caused by events beyond their reasonable control, including, but not limited to, acts of God, natural disasters, war, terrorism, riots, government actions, pandemics, or significant supply chain disruptions due to labor strikes or material shortages ("Force Majeure Event"), provided such events could not have been reasonably anticipated or mitigated. The affected party shall notify the other party in writing within five (5) business days of the occurrence of a Force Majeure Event, specifying the nature, expected duration, and impact on performance. Upon such notice, the parties shall negotiate in good faith to determine appropriate measures, which may include extending delivery dates, modifying quantities, or sourcing alternative goods, to address the impact of the Force Majeure Event. If the Force Majeure Event continues for more than thirty (30) days and the parties cannot agree on a



resolution, either party may terminate the affected portion of the Order by providing written notice, without liability, except for payment for Goods already delivered and accepted. The affected party shall take reasonable steps to mitigate the impact of the Force Majeure Event and resume performance as soon as practicable.

9. **CHANGES** - Buyer may, from time to time, change any specifications, drawings, delivery dates, quantities and items covered by this Order. If such change would materially affect the price or delivery date, then Seller and Buyer will endeavor, in good faith, to mutually agree upon an equitable adjustment to the price and/or delivery date to reflect the effect of such change; provided that Seller has notified Buyer in writing of its claim for such adjustment within 30 days after the date of Seller's receipt of Buyer's change notice. Seller will not suspend performance of this Order while Seller and Buyer are in the process of making such changes and any related adjustments. No substitutions will be made without the prior written approval of Buyer.
10. **TERMINATION FOR CONVENIENCE** - Buyer may terminate this Order prior to shipment by providing written notice thereof to Seller. In such case, (i) Buyer will not have any liability for Goods that were not custom-designed to meet Buyers specifications, and (ii) Buyers only liability for custom-designed Goods will be to reimburse Seller for any reasonable out-of-pocket costs incurred prior to receipt of such notice for raw materials, components, work in process or finished Goods. Such liability will not exceed the purchase price of the terminated Goods and will not include any profit. Seller will take reasonable steps to mitigate Buyers liability, which steps may include (by way of example only) canceling orders for raw materials and components, returning raw materials and components to suppliers, and diverting raw materials and components to other customers or uses. Upon payment of any costs for which it is liable under this Paragraph 9, if requested by Buyer, Seller will ship the applicable raw materials, components, work in process and/or finished Goods to Buyer.
11. **TERMINATION FOR CAUSE** - Buyer may terminate all or any part of the undelivered portion of this Order if: (a) Seller fails to deliver Goods by the delivery date stated on the face of the Order or breaches any other provision of this Order; (b) Seller ceases to conduct business in the ordinary course, dissolves, winds up or liquidates; (c) Seller is unable to pay its liabilities as they come due or otherwise becomes insolvent; (d) Seller commences, becomes subject to or commences or consents to the entry of an order for relief under a bankruptcy, insolvency, reorganization or similar proceeding or makes an assignment for the benefit of its creditors; (e) Seller competes with Buyer or any of its affiliates in any line of business; or (f) there occurs a direct or indirect change of control of the stock or other ownership interests of Seller.
12. **WARRANTIES** - Seller makes the following warranties concerning the Goods (which will survive inspection, approval, acceptance, payment and expiration or termination of this Order): (a) the Goods will be new and unused at the time of delivery; (b) at the time of delivery, Seller will have good title to the Goods, free and clear of all security interests, liens, encumbrances, claims and other defects of title; (c) the Goods will conform to the all applicable specifications and drawings, including those attached to or referenced on the face of this Order; and (d) the Goods will be free from defects in design, material and workmanship. Upon receipt of notice from Buyer of a breach of the foregoing warranty, Seller will, at its sole expense, repair or replace, the Non-conforming Goods as promptly as practicable so as to cause the repaired or replaced Goods to comply with such warranty. Alternatively, Buyer may return the Non-conforming Goods to Seller



and receive a refund of the purchase price paid by Buyer (or a credit of the purchase price payable by Buyer, if it has not already paid). Seller will bear the risk and expense to transport Non-conforming Goods from Buyer to Seller and repaired or replacement Goods from Seller to Buyer. Buyer may repair or replace, or have repaired or replaced, Non-conforming Goods and charge the cost thereof to Seller if Seller has failed to initiate steps to repair or replace Non-conforming Goods (and to diligently pursue corrective measures to completion) within 5 business days after receipt of notice from Buyer of breach of the foregoing warranty. Furthermore, for each instance of Non-conforming Goods, Seller is required to submit a root cause and corrective action report within 30 days detailing actions to be implemented to prevent reoccurrence of non-conformance. If, however, the breach prevents Buyer from conducting normal business operations or causes an emergency situation which poses an imminent and material risk to human health and safety or serious property damage, then, notwithstanding the foregoing, Buyer may immediately remedy such breach and charge the cost thereof to Seller

13. **COMPLIANCE WITH APPLICABLE LAWS** - Seller warrants that all Goods will be produced, supplied, and delivered in compliance with all applicable national, federal, state, and local laws, rules, regulations, and ordinances, including those of the United States and any other jurisdiction where the Goods are manufactured, sold, imported, exported, or used. Without limiting the foregoing, Seller shall comply with: (i) all anti-bribery and anti-corruption laws, including but not limited to the U.S. Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act 2010, and shall not, directly or indirectly, offer, pay, promise to pay, or authorize the payment of any money or anything of value to any government official, political party, or other person to influence any act or decision in connection with this Order; and (ii) all applicable export control and sanctions laws, including but not limited to the U.S. Export Administration Regulations (EAR), the International Traffic in Arms Regulations (ITAR), and regulations administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC). Seller shall not export, re-export, or transfer the Goods, or any technical data related thereto, to any destination, entity, or person prohibited by U.S. law or other applicable export control regimes without obtaining all necessary licenses and approvals. Seller shall provide Buyer with all necessary documentation, including export control classification numbers (ECCNs) and certifications of compliance, to verify compliance with export control laws upon Buyer's request. Seller shall promptly notify Buyer in writing of any suspected or actual violation of the foregoing laws and shall cooperate fully with Buyer in any investigation or audit related to such compliance. Seller's breach of this provision shall constitute a material breach of this Order, entitling Buyer to terminate the Order immediately without liability and seek indemnification for any resulting claims, losses, or penalties.
14. **INDEMNITY** - Seller will defend, indemnify and hold harmless Buyer and its affiliates against any and all claims, proceedings, losses, damages, fines, penalties, costs, expenses (including attorney's fees) and other liabilities (collectively, "Claims and Damages" arising out of, resulting from, or relating to (a) the use or operation of the Goods, (b) the acts or omissions of Seller or any of its independent contractors in connection with the performance of this Order, or (c) Seller's breach of any warranty, covenant or other provision of this Order; provided that the foregoing indemnity will not apply in the case of Claims and Damages caused by the sole negligence of Buyer or its affiliates.



15. **INTELLECTUAL PROPERTY** - Seller will defend, indemnify and hold harmless Buyer and its affiliates against any and all Claims and Damages arising out of, resulting from, or relating to (a) the infringement of patents, copyrights, trademarks or other form of intellectual property or proprietary rights of third parties by or as a result of the design, manufacture, sale, importation or use of the Goods, or (b) the misappropriation of trade secrets by Seller or any of its independent contractors in connection with the design, manufacture or sale of the Goods. If a claim of infringement or misappropriation is made or, in Buyers reasonable opinion, is likely to be made, then Seller will, at Buyers request, implement the first of the following remedies that is practicable, at Sellers expense: (i) obtain for Buyer the right to continue using the infringing or allegedly infringing Goods; (ii) modify the infringing or allegedly infringing Goods to make them non-infringing but compliant with the warranties and other requirements of this Order; or (iii) replace the infringing or allegedly infringing Goods with non-infringing substitutes that are compliant with the warranties and other requirements of this Order. In lieu of the remedies listed in (i) through (iii), Seller will, if requested by Buyer, refund to Buyer the price paid thereby for the infringing or allegedly infringing Goods. Seller acknowledges that any patents, trademarks, trade dress, copyrights, trade secrets or any other form of intellectual property provided by Buyer to Seller are, as between Seller and Buyer, Buyers exclusive property and Seller disclaims all rights in same. Where payment is made for experimental, developmental, or research work, as such, to be performed in accordance with special requirements of Buyer, Seller agrees to disclose and on request to assign to Buyer each invention, property right, confidential process or know-how, and trade secret resulting therefrom, or other form of intellectual property and Seller will disclaim all rights in same. All drawings, art work, special products, materials, information or data furnished by Buyer and all intellectual property resulting from this Order (as referenced in the foregoing sentence) are Buyers exclusive property, will be used by Seller only for the performance of this Order, will be deemed Buyers Confidential Information under Paragraph 15, and will be returned to Buyer promptly at its request.
16. **CONFIDENTIALITY** - Seller will use all information furnished by Buyer to Seller pursuant to or in connection with this Order ("Confidential Information") only for the purpose of fulfilling its obligations under this Order and for no other purpose, and will disclose Confidential Information only to those of its officers, employees, agents, independent contractors or advisors representatives as will be directly concerned with performance of this Order, provided such representatives do not disclose any Confidential Information to any third party and have agreed in writing to keep such Confidential Information confidential in accordance with this Paragraph 15. Seller will protect the confidentiality of Confidential Information with the same degree of care with which it protects its own confidential information, but with no less than reasonable care, and will return all copies (in any medium recorded) of Confidential Information to Buyer immediately upon written request. This Order constitutes Confidential Information.
17. **REMEDIES** - Neither payment by Buyer for, nor inspection by Buyer of, Goods will constitute their acceptance by Buyer or a release or waiver of any rights or remedies it may have for Non-conforming Goods. Every right and remedy of Buyer specified in this Order will be cumulative and in addition to every other right and remedy enumerated herein or allowed by applicable law.



18. **DISPUTE RESOLUTION** - This Order is governed by and will be construed in accordance with the substantive and procedural laws of the State of Missouri, U.S.A. without regard to or application of its conflict of laws principles. Any suits, actions and proceedings to enforce this Order may be brought and resolved in the Circuit Court of St. Louis County, Missouri, U.S.A. or the U.S. District Court for the Eastern District of Missouri, U.S.A. To the extent permitted by law, Seller hereby irrevocably and unconditionally (i) consents and submits to the exclusive jurisdiction of such courts, (ii) waives any immunity to service of process in respect of any such suit, action or proceeding to which it might otherwise be entitled and (iii) waives any and all objections, claims and defenses that such venue and forum is improper or inconvenient. Notwithstanding the foregoing, if Seller is incorporated or organized under the laws of a country other than the United States, then all claims, disputes, and other matters in question arising out of or relating to this Order, or relating to Goods supplied (or to be supplied) hereunder, will be resolved by binding arbitration in St. Louis, Missouri before the American Arbitration Association in accordance with its commercial arbitration rules. The U.N. Convention on Contracts for the International Sale of Goods will not apply to this Order. If either party brings suit, at law or in equity, to enforce any provision of this Order or to resolve a dispute concerning or arising out of this Order or transactions governed hereby, the prevailing party will be entitled to recover, in addition to any other amounts awarded, reasonable expenses of enforcement or defense, as the case may be, including court costs and attorney's fees.
19. **MISCELLANEOUS** - Seller shall not assign, delegate, or subcontract any of its rights, interests, or obligations under this Order without the prior written consent of Buyer. Buyer may assign this Order, in whole or in part, to any of its affiliates or to a successor in interest by reason of merger, acquisition, or sale of all or substantially all of Buyer's assets, without Seller's consent, provided Buyer notifies Seller in writing of such assignment. For purposes of this provision, "affiliates" means entities controlling, controlled by, or under common control with Calibration Technologies, LLC. Once accepted by Seller, this Order may not be modified or supplemented orally, by course of performance, course of dealing, usage of trade, or otherwise, except by a written agreement signed by Buyer and Seller. No waiver of compliance with any term or condition contained herein shall be binding unless made pursuant to a written agreement signed by the party against whom enforcement is sought. A valid waiver shall be effective only for the specific instance given and shall not be deemed a continuing waiver unless expressly stated in a written agreement signed by the party to be bound. If any provision of this Order is held to be illegal, void, or unenforceable, the remaining provisions shall remain in full force and effect. The descriptive headings of the paragraphs of these Terms are inserted for convenience only and do not qualify or affect the provisions of such paragraphs. All warranties, indemnities, confidentiality obligations, and other provisions of these Terms shall survive the completion or termination of this Order for the period of time stated therein, or indefinitely if no period of time is stated, except for those provisions that necessarily terminate upon such completion or termination.

Updated: Apr 17,2025

