

SOLERO TECHNOLOGIES, LLC
TERMS AND CONDITIONS OF SALE

1. APPLICABILITY AND ACCEPTANCE. These Terms and Conditions of Sale (these "Terms") are incorporated by reference into every quotation, acknowledgement, invoice or other sales document (the "Sales Documents") issued by Solero Technologies, LLC and/or its applicable affiliate(s) named thereon ("Solero") to Buyer and/or its applicable affiliate(s) named thereon ("Buyer"). Solero's quotation constitutes an offer or counteroffer by Solero to sell the products and/or services described therein ("Products") to Buyer, subject in all respects to, and strictly in accordance with, these Terms and the Sales Documents exclusively. These Terms together with such Sales Documents are the only terms and conditions that govern or otherwise apply to any sale of Products by Solero to Buyer. Any of the following acts shall constitute Buyer's acceptance of these Terms and the Sales Documents in their entirety: (a) Solero's receipt of a countersigned quotation or other written indication of acceptance; (b) Buyer acknowledging the quotation; (c) Buyer issuing a purchase order, release or other similar written instruction (each, an "Order") for Products on the same or substantially the same terms as reflected on the face of the quotation; (d) Buyer directing Solero to commence any of the work or services identified in the quotation; (e) Buyer accepting delivery of any of the Products identified in the quotation; or (f) by any other conduct which recognizes the existence of a contract for the purchase and sale of Products. Upon acceptance, the quotation and other Sales Documents, and any other documents signed by an authorized representative of each party relating to the sale and purchase of Products, as each may be amended from time to time as contemplated herein, are incorporated herein by reference and, together with these Terms, shall become a valid and binding agreement between Buyer and Solero and constitute the "Agreement." Neither Solero's issuance of any Sales Document nor Solero's manufacture, delivery or performance of any Products shall constitute acceptance by Solero of any terms and conditions attached to or purportedly incorporated into any RFQ materials, Order, scheduling agreement or other purchasing document issued by Buyer (collectively, "Purchasing Documents"), and any such terms and conditions are specifically excluded and are not incorporated into the Agreement. For avoidance of doubt, Solero hereby objects to any additional or different terms proposed by Buyer in its Purchasing Documents (or otherwise) as wholly unacceptable to Solero, and such proposed additional or different terms shall not become part of the Agreement (or otherwise a part of any contract between Solero and Buyer) and shall have no effect with respect to any sales by Solero or purchases by Buyer of any Products. Solero's performance under any accepted Order issued by Buyer is expressly limited to and conditioned upon Buyer's acceptance of the terms and conditions of the Agreement exclusively (including these Terms). Solero will not be bound by any provisions in Buyer's contractual arrangements with Buyer's direct or indirect customers ("Customers"), including any purported flow-down, flow-through or similar provisions. Notwithstanding and without limiting the foregoing, and all Orders are subject to approval and final acceptance by Solero, and Solero reserves the right at any time to reject any Order not issued in compliance with the Agreement or any Order that purports to include other terms not included in the Agreement.

2. Delivery and Risk of Loss/Security Interest/Export. Unless otherwise stated on the quotation, prices are FCA Solero's applicable premises (Incoterms® 2020). Title and risk of loss to Products will transfer upon delivery at Solero's dock. Without limiting the foregoing, delivery of the Products to a carrier properly addressed for transmission to Buyer or its designated agent shall constitute delivery to Buyer, who shall thereupon assume and bear all risk of loss or damage from any cause whatsoever. Any claim for loss or damage in transit is Buyer's responsibility and must be prosecuted by Buyer. If Buyer provides no carrier or routing instructions, Solero

shall have absolute discretion as to mode and routing of shipments. Buyer hereby grants Solero a security interest in the Products sold under the Agreement, securing Buyer's obligation of payment therefor and allowing for the right of repossession by Solero to the extent permitted by applicable law (and Buyer shall cooperate with and provide Solero necessary access to facilitate such repossession). Until the Products have been paid for in full, Buyer will not alter, remove, destroy, or damage any identifying mark on the Products or their packaging. Notwithstanding anything herein to the contrary, Buyer shall bear all import/export clearance responsibilities, customs duties, personal property taxes and similar charges assessable or assessed on Products, including after title or risk of loss pass to Buyer. Buyer is responsible for compliance with all applicable U.S. export and international trade control laws, including the U.S. Department of Commerce's Export Administration Regulations (EAR), the U.S. Department of State's International Traffic in Arms Regulations (ITAR), and all economic and trade sanctions administered by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC). Without limiting the foregoing, Buyer agrees that it will not export or reexport or otherwise transfer any Products or technical data provided hereunder to any country, person, entity or end-user subject to U.S. export restrictions. Buyer specifically agrees not to export or reexport any Products or technical data provided hereunder to any: (a) country or party to which the United States has at the time of the transfer embargoed or restricted the export or reexport of the relevant Products; (b) end-user who Buyer knows will utilize any of the Products or technical data in the design, development or production of nuclear, chemical or biological weapons; or (c) end-user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. Buyer agrees that Solero may periodically request, and Buyer shall provide, written certification that Buyer has complied with all export control laws and trade sanctions including U.S. export control laws and trade sanctions. Any violation of this Section, as determined solely by Solero, shall be deemed a material breach of the Agreement. Without otherwise limiting its rights hereunder, Solero reserves the right to refuse to enter into or perform any Order, and to cancel any Order, placed under the Agreement if Solero in its sole discretion determines that the entry into such Order or the performance of the transaction to which such Order relates would violate any applicable law. Buyer also agrees that any such refusal or cancellation by Solero will not constitute a breach of any obligation under the Agreement and hereby waives any and all claims against Solero for any loss, cost or expense, including indirect, incidental or consequential damages, that Buyer may incur by virtue of such refusal or cancellation.

3. Price/Taxes. Prices are valid for the period set forth on the quotation. After such period or if no time period is specified, prices are subject to change without notice and Solero shall invoice Buyer for Products based on prices in effect at the time of shipment. Prices do not include transportation charges, unless otherwise stated on the quotation. Except where otherwise prohibited by applicable law, all privilege, personal property, sales, use, excise, value-added or other tariffs, duties, levies or similar taxes, whether federal, state, local or foreign ("Taxes"), which Solero may be required to pay or collect, shall be in addition to the price stated and shall be paid by Buyer. If any Taxes are lawfully imposed on Solero in connection with the sale, performance, delivery or use of Products under or in connection with the Agreement and for which Solero may be held responsible for collection or payment either on its own behalf or on behalf of Buyer, Buyer shall pay the full amount thereof to Solero in addition to and concurrently with payment for the related Products or otherwise on demand, but no discount with respect to such taxes shall be permitted to, or taken by, Buyer. For avoidance of doubt, prices do not include any such present or future Taxes, and each party shall be responsible for and bear any income or similar taxes assessed against it by reason of its receipt of moneys or value pursuant to the Agreement. Buyer shall furnish Solero with tax exemption certificates acceptable to the appropriate taxing authority and Solero upon request. Prices are not subject to

decrease for any reason, including prices charged for similar Products or services sold or otherwise quoted to other customers of Solero (including Buyer's affiliates), any productivity, quality or other periodic price reduction programs, industry, commodity or other benchmarking activities, or Buyer's receipt of a quotation for similar Products or services at lower price. Prices are subject to increase, including as required to compensate for any Tax hereafter imposed or for any increase in raw materials, labor or Solero's other direct or indirect costs.

4. Forecasts. Unless a longer period is set forth on the quotation or otherwise communicated by Solero in writing from time to time, Buyer shall provide Solero no less than four (4) weeks of firm Orders for finished Products, no less than eight (8) additional weeks of firm authorization to purchase raw materials, and no less than fourteen (14) additional weeks for planning volumes. In no event shall Solero be obligated to produce or deliver Products not in accordance with this Section or Solero's standard capacity rates, as reasonably adjusted from time to time.

5. Changes and Delays. Solero shall have no obligation to accept or otherwise implement any change requested by Buyer. To the extent requested changes are agreed upon by Solero, if any, the parties will negotiate in good faith appropriate adjustments to the time for performance, and Buyer shall pay Solero, without limitation, for all work required as a result of any Buyer changes in quantity, time, testing, packaging, materials, dimensions, drawings, specifications and delivery terms. Buyer shall also pay Solero an equitable adjustment to the sales price under the Agreement and the costs of any finished Products or raw materials or supplies which become obsolete or any other costs or appropriate adjustments resulting from or in connection with requested changes. Buyer shall issue an updated Order, or the parties shall otherwise memorialize such agreement in writing as an amendment to the Agreement, before Solero is under any obligation to commence work on any such agreed-upon change. In addition, all costs and expenses associated with the implementation of any such requested change shall be paid by Buyer in advance unless otherwise agreed in writing by Solero. If Buyer requests or otherwise causes any delay in the manufacture, assembly or shipment of the Products contemplated herein, Buyer shall pay Solero for all costs, expenses and damages incurred by Solero as a result thereof, including any indirect, incidental or consequential damages; handling and storage expenses. Solero reserves the right to request changes to the Products to offer improvements as to cost, quality and/or safety, and the right to unilaterally implement changes required by applicable law or that do not materially affect quality or performance, with or without notice.

6. Payment Terms; Invoices. Net thirty (30) days cash in U.S. funds (unless otherwise agreed to in writing by Solero) including payments for partial shipments with no discount for earlier payment. If the balance due is not paid as provided herein, Solero may charge one and one-half percent (1.5%) monthly service charge, or the maximum interest rate as may be provided by applicable law, which fee shall be added to the outstanding balance due for every month or partial month that the amount due remains unpaid after its due date. Notwithstanding the foregoing, Solero may require advance payment or additional collateral from Buyer in the event: (a) Solero has reasonable doubt as to Buyer's credit worthiness; (b) Solero determines in its sole discretion a substantial risk of its claim to payment exists due to declining assets of Buyer; or (c) Buyer is in arrears with respect to any payment owed Solero; and Buyer agrees to promptly provide to Solero all information reasonably requested by Solero to make such determinations. If Buyer becomes delinquent in payment, Solero shall have the immediate right, in addition to any other right it may have, without notice, to terminate the Agreement or otherwise cancel all or any part of any Order, to recall or withhold further deliveries or performance, and declare all unpaid amounts for any Products previously delivered immediately due and payable. Buyer agrees to pay Solero for all reasonable costs and expenses incurred in collecting amounts due

and outstanding, including reasonable attorneys' fees. Buyer acknowledges and agrees that it may not set off or otherwise debit against or recoup from any amounts due or to become due to Solero, any amounts due or become due to Buyer, unless and until Solero agrees in writing to such setoff or recoupment, and shall not exercise any purported right to set off, debit or recoupment in connection with any disputed, contingent or unliquidated claim. In the event Buyer fails to comply with the foregoing and without authorization or otherwise improperly sets off, debits or recoups from amounts due or to become due to Solero, Solero shall be entitled, in addition to all of its other rights hereunder or otherwise, to suspend performance of its obligations under the Agreement until Buyer reverses such setoff, debit or recoupment. Further, any amounts due or to become due to Solero shall not be otherwise reduced on account of any price reduction or compromise on receivables that Buyer may agree to with its Customers, including in connection with any systems, assemblies, components, modules or other Products or services incorporating or otherwise utilizing Products. Buyer shall notify Solero in writing of any dispute with any invoice (along with substantiating documentation and a reasonably detailed description of the dispute) within thirty (30) days from the date of such invoice, and Buyer shall otherwise timely pay all due and undisputed invoice amounts. Buyer will be deemed to have waived all rights to dispute any invoice for which Solero does not receive timely notification of dispute and shall timely pay all undisputed amounts. The parties shall seek to resolve any invoicing disputes expeditiously and in good faith.

7. Delivery. Delivery dates and quantities are estimated and not guaranteed. Notwithstanding the foregoing, Solero shall use reasonable efforts to meet Buyer's requested delivery dates and quantities provided that Buyer has complied with Solero's then applicable lead-time requirements as set forth on the quotation or otherwise communicated by Solero from time to time. Changes to delivery schedules require prior written approval by Solero. Without limiting the foregoing, Solero shall not be liable for any delays or defaults in deliveries except to the extent arising solely and directly as a result of Solero's gross negligence or willful misconduct. It is expressly understood that there shall be no deferred delivery or cancellation without Solero's written consent. Buyer agrees to pay Solero all charges to change, expedite or cancel all or any part of the Agreement or any applicable Order. Buyer acknowledges and agrees that if an Order cannot be shipped complete, partial shipment will be made and shipment of balance will be as soon as practicable. Buyer further acknowledges and agrees that, without limiting the foregoing, Solero may deliver up to five (5) business days early or late and Buyer shall accept and timely pay for any such early or late deliveries. Unless Buyer specifies shipping instructions, shipment and delivery will be made by the carrier and in the manner designated by Solero.

8. Overruns and Underruns. Solero may deliver quantities up to ten percent (10%) less or more than the quantities ordered and deliveries within such limitations will be deemed complete deliveries. Buyer shall accept and pay for partial or excess quantities within such limitations.

9. Packing and Packaging. Solero will pack and ship Products in accordance with Buyer's reasonable instructions, including labeling and hazardous materials instructions. If Buyer has not provided packing or shipping instructions, Solero will pack and ship Products in accordance with sound commercial practices. If Solero is requested and agrees to use Buyer's returnable packaging, Solero will be responsible for cleaning and returning the returnable packaging at Buyer's cost. If Buyer's returnable packaging is not available, Solero may use expendable packaging and Buyer will reimburse Solero for the costs of such expendable packaging concurrently with payment for the related Products or otherwise on demand. Unless otherwise specified in the quotation, all crating, marking, labeling, corrosion protection, export or other special packaging will be an additional charge to Buyer.

10. Inspection and Warranty. Buyer shall inspect or test the Products sold hereunder for any non-conformity within three (3) days after delivery. Buyer must give Solero written notice of any non-conforming Product within five (5) days of said inspection in order for Buyer to reject any Products sold hereunder. Buyer will be barred with respect to rejection or any other remedy unless Buyer timely notifies Solero, provides Solero the results of its internal root cause analysis within five (5) days of such notification together with any other information requested by Solero relating to the non-conforming Product, and holds the Products for Solero's inspection (which inspection may require return to Solero at Buyer's cost as requested). After delivery of the Product, Buyer shall give notice of any non-conformity as provided in this Section. Buyer shall further cooperate with Solero in a joint root cause analysis as requested and led by Solero, and in developing and implementing corrective action programs to remediate potential failures that may have contributed to such non-conforming Products, which cooperation shall include, without limitation, providing Solero and its representatives reasonable access to Buyer's personnel and operations.

Solero warrants to Buyer that at the time of delivery the Products will be delivered in accordance in all material respects with the final material specifications issued or otherwise approved by Solero and will be of good quality material and workmanship in all material respects. Solero's sole liability and Buyer's sole remedy for warranty claims hereunder (whether or not the non-conforming Products have been installed and whether or not the Products are the subject of a voluntary or involuntary recall, customer satisfaction or other service campaign or similar action) shall be to repair or provide a replacement Product, or allow a credit, at Solero's sole option, for any non-conforming Product as determined by Solero. Solero shall have no liability to Buyer or any other third party for any indirect, incidental or consequential damages, including lost profits, income or opportunity, damage to or loss of property; damages incurred in installation, repair or replacement; loss of use; losses resulting from or related to downtime of Products; the cost of replacement transportation; the cost of substitute products; or claims of Buyer or any Customer for such damages, howsoever caused, and whether based on warranty, contract and/or tort (including negligence, strict liability or otherwise). Solero shall not be obligated to repair or replace any non-conforming Product unless it receives notice from Buyer, in writing, within the inspection period, Solero is given a reasonable opportunity to examine the Products and Buyer (if requested to do so by Solero) promptly returns such Products to Solero's place of business for examination at Buyer's cost, and Solero reasonably verifies Buyer's claim that the Products are non-conforming in Solero's sole discretion, in each case in accordance with the process described above. Buyer shall be barred from any action for breach of warranty, contract or otherwise, unless Buyer timely notifies Solero as provided herein. Specifically excluded from any warranty offered by Solero are the following, for which Solero shall have no liability whatsoever: (a) design defects or defects or damage caused by unauthorized or improper installation, alteration, repair, neglect, improper maintenance, storage, handling or operation of the Products by Buyer or any third party; (b) Products considered by Solero to be samples, prototypes, development or other pre-production parts; (c) Products that have been subject to damage attributable to or caused by misuse, abuse, accident or vandalism or any transit related damage; acts of God or insurrection; normal wear and tear; foreign object entry; any part, component, equipment, system or assembly not supplied by Solero and/or the integration, incorporation, interaction, connection, placement or use of any conforming Product with such third-party items; any repair, maintenance or service by anyone other than Solero's factory-authorized service provider; or any other acts that are beyond Solero's reasonable control; or (d) damages caused by the failure of the Product to comply with applicable law, including environmental, health, safety laws, orders, guidelines, or permitting or other requirements. Further, Solero's limited warranty as otherwise provided herein shall not apply if Buyer or any third party attempts to repair or replace the non-conforming

Product without Solero's written authorization. Solero expressly disclaims any and all warranties relative to the foregoing circumstances. Conformance of the Product to Buyer's written specifications is an absolute defense to any Solero warranty liability. Any auxiliary equipment sold hereunder and not manufactured by Solero carries only such transferrable warranty, if any, as given by the manufacturer thereof and which is hereby assigned to Buyer without recourse to Solero to the extent assignable. THE WARRANTIES SPECIFIED IN THIS SECTION ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY APPLICABLE LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. NO AGREEMENT VARYING OR EXTENDING THE FOREGOING WARRANTIES, OR THE REMEDIES OR LIMITATIONS CONTAINED HEREIN, WILL BE BINDING UPON SOLERO UNLESS IN WRITING AND SIGNED BY A DULY AUTHORIZED EXECUTIVE OFFICER OF SOLERO EXPRESSLY REFERENCING THIS SECTION. FOR AVOIDANCE OF DOUBT, IN NO EVENT SHALL SOLERO BE LIABLE TO BUYER OR ANY OTHER PARTY FOR ANY DAMAGES, COSTS OR EXPENSES ARISING AS A RESULT OF OR OTHERWISE RELATING TO ANY VOLUNTARY OR INVOLUNTARY RECALL, CUSTOMER SATISFACTION OR OTHER SERVICE CAMPAIGN OR SIMILAR ACTION. THE REMEDIES SET FORTH IN THIS SECTION SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY TO THE EXCLUSION OF ANY AND ALL OTHER REMEDIES, AND COMPRISE SOLERO'S ENTIRE LIABILITY FOR ANY BREACH OF THE AGREEMENT, INCLUDING ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS SECTION.

11. Samples. Samples, prototypes, development or other pre-production parts or related test data and/or services are for examination and test purposes only and, as such, are expressly excluded from Solero's warranty and provided "AS IS." Prices do not include supply Buyer with such parts.

12. Intellectual Property. Buyer shall indemnify, defend and hold harmless Solero, its affiliates, and its and their officers, directors, managers, employees, agents, attorneys, successors and assigns in any action, civil or criminal, brought against such parties by any third party for unfair competition or for infringement of any domestic or foreign patent, design patent, trademark, copyright, or for any other claim of infringement arising out of the manufacture and sale by Solero of any Products which have been manufactured to specifications furnished or approved by Buyer and/or arising out of the reproduction by Solero of any tradename, mark, emblem or other labeling furnished or designated by Buyer. Buyer further agrees to hold Solero harmless from any and all claims, liability, lawsuits, losses, costs, expenses or damages (including reasonable attorneys' and professionals' fees) of any kind or nature whatsoever claimed resulting therefrom. Buyer acknowledges and agrees that: (a) any and all of Solero's Intellectual Property Rights (as defined below) are the sole and exclusive property of Solero or its licensors; (b) Buyer shall not acquire any ownership interest in any of Solero's Intellectual Property Rights under the Agreement or otherwise, or any other rights in or to Solero's Intellectual Property Rights, except for the limited license described in this Section, and all right, title to, and interest in all Intellectual Property Rights and related materials (including all plans, diagrams, specifications, designs, data, drawings and models) which are developed, designed or generated by Solero prior to and/or in the performance of the Agreement shall be owned solely by Solero as legal and beneficial owner; and (c) Buyer shall use Solero's Intellectual Property Rights solely for purposes of using the Products and only in accordance with the instructions provided by Solero, if any. Buyer is hereby granted a limited, revocable, non-exclusive, non-transferrable license to use, sell and repair the Products and as required to otherwise incorporate the Products into Buyer's Products and services. "Intellectual Property Rights" means all industrial and other intellectual property rights comprising or relating to: (i) patents;

(ii) trademarks; (iii) copyrights, works of authorship, expressions, designs and design registrations, whether or not copyrightable; (iv) trade secrets; and (v) design rights and all industrial and other intellectual property rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing. Solero shall conduct, at its own expense, the entire defense of any claim, suit or action alleging that the use or resale by Buyer or any subsequent purchaser or user of the Products directly infringes any U.S. patent issued at the time of delivery of such Products, but only on the condition that: (A) Solero receives prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to and the cooperation of Buyer for such defense; (B) the Products were made according to a specification or design furnished solely by Solero; and (C) the claim, suit, or action is brought against Buyer. Provided all of the foregoing conditions have been met, Solero shall, at its own expense, either settle such claim, suit or action, or pay all unappealable direct damages finally awarded by a court of last resort ("Solero's IP Indemnification Obligation"). If otherwise permitted use or resale of such Products is finally enjoined, Solero shall, at Solero's option, procure for Buyer the right to use or resell the Products, replace the Products with equivalent non-infringed Products, modify the Products so they become non-infringing but substantially equivalent, or refund or credit the price actually paid by Buyer to Solero for such Products (less reasonable allowances for use, damage and obsolescence).

13. Indemnification. To the fullest extent permitted by applicable law, Buyer expressly agrees to indemnify, defend and hold harmless Solero, its affiliates, and its and their officers, directors, managers, employees, agents, attorneys, successors and assigns from and against any and all claims, liability, lawsuits, losses, costs, expenses or damages (including reasonable attorneys' and professionals' fees) of any kind or nature whatsoever claimed by any person or entity, including employees, servants or agents of Buyer, including claims for personal injury (including death) or property damage, whether such claims are premised on contract, tort or otherwise, including strict liability, which arise out of or result from, or are in any way connected with any of the work contemplated by the Agreement and/or Products sold in connection therewith, or if Solero's employees are injured on Buyer's premises in connection with the Agreement, except to the extent arising solely and directly from Solero's willful or gross misconduct. For avoidance of doubt, Solero's obligation to indemnify, defend and hold harmless Buyer, any third party or any other person from any direct or indirect claims, liability, lawsuits, losses, costs, expenses or damages (including reasonable attorneys' and professionals' fees) of any kind or nature whatsoever is limited solely to Solero's IP Indemnification Obligation.

14. Tooling. All tooling, dies, jigs, and other equipment (including any special tooling) required to produce the Products shall remain the property of Solero unless specific arrangements are made and expressly agreed in writing. Solero's responsibility in connection with special tooling is limited to proper handling in manufacture and storage and adequate insurance, in each case to the extent separately agreed. Buyer is responsible for all tooling and related equipment costs resulting from: (a) requested alterations; (b) repairs or replacement of special tooling caused by normal wear; and (c) requests for shorter lead times and/or increased rate of delivery.

15. Limitation of Liability. In the event any remedy provided herein fails its essential purpose and monetary damages may be imposed, except to the extent arising solely and directly as a result of Solero's gross negligence or willful misconduct, Solero's aggregate liability for any and all claims arising out of or relating to (a) the Agreement or any performance or breach thereof, (b) any design, manufacture, delivery, sale, repair, replacement or use of Products, or (c) the furnishing of any service, in each case whether based upon contract, tort, warranty, negligence,

indemnity or any other claim, shall be limited to ten (10) percent of the total compensation actually received by Solero under the applicable Order during the twelve-month period prior to the event creating such liability under such Order. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IN NO EVENT SHALL SOLERO BE LIABLE FOR LOST PROFITS OR INCOME, DIMINUTION IN VALUE, LIQUIDATED, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, RECALL OR OTHER SERVICE CAMPAIGN RELATED EXPENSES, LOSS OF USE OF THE PRODUCTS, COST OF CAPITAL, COST OF ASSEMBLY, PLANT OR LINE SHUTDOWNS, STOPPAGES OR SLOWDOWNS, OR CLAIMS OF BUYER'S CUSTOMERS OR OTHER THIRD PARTIES FOR DAMAGES, ARISING AS A RESULT OF OR OTHERWISE RELATING TO ANY BREACH BY SOLERO, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED (CONTRACT, TORT OR OTHERWISE), AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

16. Force Majeure. Neither party shall be liable for a delay or failure to perform that arises from causes or events beyond its reasonable control, including acts of God or the public enemy, domestic or foreign governmental actions, regulations or orders (whether valid or invalid), fires, flood, earthquake or other adverse weather condition, explosion, riots, wars, sabotage, acts or threats of terrorism, invasion or similar hostilities (whether or not war is declared), other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, disease or other public health emergency (including government-mandated quarantine and travel restrictions), labor problems (including lockouts, strikes, slowdowns or other labor disputes (and whether or not related to either party's direct workforce)), restraints or delays affecting carriers, inability or delay in obtaining supplies of adequate or suitable materials or services, directed suppliers, telecommunication breakdown or other equipment failure, shortage of power or other utilities, supplies, infrastructure, or transportation, or other similar or dissimilar events beyond the reasonable control of such party. The affected party shall give written notice of such delay to the other party within ten (10) days of the beginning of the delay. For avoidance of doubt, to the extent that any such delay or failure causes Solero to reduce or suspend its production, deliveries or performance, the time for Solero's performance shall be automatically extended for so long as required for Solero to remove or otherwise overcome such delay or failure. Solero reserves the right to equitably allocate available Products, materials and resources based on production capacity and customer needs, and Buyer shall cooperate with any such allocation.

17. Termination. Solero may immediately terminate the Agreement or all or any part of any Order without liability to Buyer or any other party as a result of: (a) Buyer's failure or threatened failure to perform any obligation under the Agreement and, if the non-performance can be cured, Buyer's failure to cure the non-performance within ten (10) days after notice from Solero specifying the non-performance; (b) Buyer's written admission of its inability to pay its debts as they become due or Buyer commencing a bankruptcy, insolvency, receivership, or similar proceeding, or making a general assignment for the benefit of creditors; (c) Buyer otherwise becoming a debtor in a bankruptcy, insolvency, receivership, or similar proceeding commenced by a third party that is not dismissed within thirty (30) days after its commencement; (d) Buyer's request for accommodation from Solero, financial or otherwise, or request or receipt of any accommodation by any other third party, financial or otherwise, not contemplated by the Agreement, in order for Buyer to meet its obligations under the Agreement; (e) Buyer entering or offering to enter into one or more transactions whereby Buyer (i) sells, or offers to sell, a material portion of its assets, (ii) sells or exchanges, or offers to sell or exchange, or causes to be sold or exchanged, a sufficient amount of its stock or other equity interests that effects a change in the control of

Buyer, (iii) executes, or otherwise becomes subject to, a voting or other agreement or trust that effects a change in the control of Buyer, or (iv) otherwise effects any other substantial change in Buyer's organization (each (i)-(iv), a "Change of Control"); (f) Buyer's failure to provide adequate assurance of performance under the Agreement within three (3) business days after written demand by Solero; or (g) any financial or other condition that could, in Solero's sole discretion, endanger Buyer's ability to make required payments or otherwise perform. In addition, Solero may terminate the Agreement or all or any part of any Order, with or without cause, upon delivery of thirty (30) days' advance written notice to Buyer. Following Solero's termination, Buyer shall reimburse Solero, upon receipt of Solero's written demand, for all Products completed in accordance with Buyer's Order and for any work-in-progress, raw materials acquired for manufacture of Products, un-captured amortized capital expenditures for the research, development, and manufacture of Products, tooling, any unreimbursed non-recurring engineering expenses, and Solero's costs for settling any claims or disputes with its sub-suppliers in connection with component parts, raw materials or services related to the Products, and any other reasonable costs and expenses of Solero expended in furtherance of the Agreement (collectively, "Termination Costs"). Under no circumstances shall Solero have any obligation to assist Buyer in any transition of supply of the Products (or substitutes therefor) to Buyer or any other party, except to the extent otherwise expressly agreed by Solero, and then, only upon Solero's actual receipt of all Termination Costs then owed by Buyer to Solero together with any applicable fees for such transition support.

Buyer may only terminate the Agreement (together with all Orders) for cause upon a material breach by Solero which remains uncured thirty (30) days following Solero's receipt of written notice of such breach from Buyer (together with all necessary supporting information evidencing such breach). Following any termination of the Agreement and any Order by Buyer, Buyer shall reimburse Solero all Termination Costs. Under no circumstances shall Solero have any obligation to assist Buyer in any transition of supply of the Products (or substitutes therefor) to Buyer or any other party, except to the extent otherwise expressly agreed by Solero, and then, only upon Solero's actual receipt of all Termination Costs then owed by Buyer to Solero together with any applicable fees for such transition support.

18. Service Parts. Solero will manufacture and supply service parts for automotive Products for a maximum period of ten (10) years after the end of current-model serial production as determined by Solero in its sole discretion. The price for the first year will be the price for current-model serial production Products in effect in the last year of current-model serial production, plus the actual cost differentials for packaging, materials, and any other agreed upon special accommodations. For each year thereafter, the parties shall agree to an adjustment in price that fully compensates Solero for all increased costs of manufacture, including as a result of decreased volume levels versus the last year of current-model serial production. Applicable minimum order quantities, forecasts, and other incidental commercial requirements for service Products shall be as determined by Solero in its sole discretion from time to time. Notwithstanding the foregoing, Solero reserves the right to stop manufacturing and supplying service Products and require Buyer to make a one-time final purchase of its services requirements. Except as described herein or otherwise required by applicable law, Solero shall have no obligation to manufacture or supply service parts or any literature, materials or other information relating thereto.

19. Confidential Information. All non-public, confidential or proprietary information of Solero, including specifications, samples, patterns, designs, plans, drawings, documents, data, hardware, software, material formulations and compositions, manufacturing processes and methods, business operations, customer or supplier lists, pricing, discounts or rebates, disclosed or otherwise made

available by Solero or its agents to Buyer, and any representations, compilations, analysis, and summaries of the foregoing, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, or observed or otherwise learned, and whether or not marked, designated or otherwise identified as "confidential" in connection with the Agreement shall be held by Buyer in strict confidence and used solely for the purpose of doing business with Solero pursuant to the Agreement, and may not be otherwise used, disclosed or copied by Buyer unless authorized in advance by Solero in writing. Buyer shall restrict access to and limit disclosure of Solero's confidential information to only those of Buyer's employees, directors, managers, officers, and advisors with a need to know the information to accomplish the purpose of the Agreement, provided that they have been instructed and are bound in writing not to disclose the confidential information or use it for any purpose other than as permitted under the Agreement; and provided further that Buyer shall at all times remain fully liable to Solero for any act or omission by such persons that would constitute a breach of the Agreement if taken or not taken by Buyer. Upon Solero's request, Buyer shall promptly return all documents and other materials received from Solero and promptly and securely destroy (with written certification thereof) any compositions, summaries or other embodiments thereof. Solero shall be entitled to injunctive relief for any violation of this Section. The obligations of non-use and confidentiality set forth in this Section do not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure as evidenced by Buyer's written records; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party as evidenced by Buyer's written records. The obligations contained in this Section shall not prevent Buyer from disclosing Solero's confidential information to the extent required by applicable law or a valid order issued by a court or government agency of competent jurisdiction, determined on advice of competent counsel, provided that Buyer provides Solero prompt written notice of such requirement so as to permit Solero to seek an appropriate protective order to prevent disclosure of all or part of such confidential information and Buyer reasonably cooperates with Solero in obtaining such protective order, and provided further that Buyer will disclose only that portion of the confidential information that Buyer is legally required to disclose and will make reasonable efforts to obtain reliable assurances that confidential treatment will be accorded such confidential information.

20. Governing Law, Venue, Fees and Statute of Limitations. The Agreement is to be construed according to the applicable law of the State of Michigan, without regard to its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply. Both parties agree that the forum and venue for any legal action or proceeding concerning the Agreement will lie in the Federal District Court for the Eastern District of Michigan or, for state court, the Oakland County Circuit Court in the State of Michigan, and specifically waive any and all objections to such jurisdiction and venue. Buyer consents that such Michigan courts have personal jurisdiction over Buyer with respect to any such action. Buyer shall pay Solero's reasonable attorneys' fees, expenses and costs incurred in enforcing any of the provisions of the Agreement. No legal action arising as a result of or otherwise relating to the Agreement, whether alleging breach of warranty or other breach, default or tortious acts, shall be commenced against Solero more than one (1) year after delivery of the Product(s) giving rise to such claim, or one (1) year after claimant could reasonably have discovered the basis for such action, whichever comes first.

21. Assignment. Buyer may not assign or delegate the Agreement or any of Buyer's rights or obligations under the Agreement, in whole or in part, without the prior written consent of Solero, which consent shall not be unreasonably withheld. Any Change of Control shall be deemed an assignment for purposes of this Section. The Agreement shall be binding upon the parties hereto, their employees,

beneficiaries, agents, successors, heirs, and assigns. Any attempted assignment by Buyer without the required consent will not relieve Buyer of its duties or obligations under the Agreement or its responsibility for nonperformance or default by its assignee. If Buyer requires Solero to subcontract all or a portion of its duties or obligations under the Agreement to a designated subcontractor (including any directed supplier arrangement, whether or not memorialized in a tri-party agreement or other formal arrangement), Solero will not be responsible for a breach of the Agreement caused by that subcontractor's failure to meet its warranty, delivery or other obligations.

22. Relationship of the Parties. Buyer and Solero are independent contractors, and nothing in the Agreement makes either party the agent or legal representative of the other party for any purpose. Neither party has authority to assume or to create any obligation on behalf of the other party.

23. No Waiver by Solero. Any failure by Solero to enforce strict performance of any provision of the Agreement will not constitute a waiver of Solero's right to subsequently enforce such provision or any other provision of the Agreement, and no waiver by Solero shall be effective unless it is in writing.

24. Compliance with Laws; Government Sales. Buyer shall fully comply with all applicable law including all applicable anti-corruption laws, as such acts may be amended from time to time. If Buyer elects to resell Products (including by incorporation into other Products or services) to the U.S. government, any state or local government authority or quasi-government entity or any other foreign government authority or quasi-government entity, or to a prime contractor or other subcontractor selling to any such persons, Buyer does so solely at its own risk and no provisions required in any government contract or subcontract related thereto shall be a part of the Agreement or otherwise imposed upon or binding upon Solero, and the Agreement shall not be deemed an acceptance of any government provisions that may be included or referenced in any document issued to or by Buyer. Buyer shall be exclusively responsible for compliance with all applicable law for such sales and agrees not to obligate Solero as a subcontractor or otherwise to such persons. Solero makes no representations, certifications or warranties whatsoever with respect to the ability of the Products or any related pricing to satisfy Federal Acquisition Regulation, Defense Federal Acquisition Regulations, or any similar or dissimilar applicable law.

25. Solero's Rights. The rights and remedies reserved by Solero herein shall be cumulative and additional to all other rights and remedies to Solero in law or equity.

26. Integrated Agreement; Interpretation. The Agreement (including these Terms) is intended by Solero and Buyer as a final expression and as a complete and exclusive statement of the terms of the parties' agreement relating to the subject matter thereof. The Agreement supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement (including these Terms) may only be amended or modified in writing signed by an authorized representative of Solero; provided, however, that notwithstanding the foregoing, the parties hereby acknowledge and agree that Solero may modify these Terms from time to time by posting revisions to Solero's website at <https://www.solerotechnologies.com/> (or any successor thereto) prior to the date when any such modification shall become effective, and such revised Terms shall apply to all new or revised Orders accepted by Solero on or after the effective date thereof, and Buyer further acknowledges and agrees it is responsible to review such Solero website periodically. Headings are solely for the purpose of reference, are not part of the agreement of the parties, and shall not in any way affect the meaning or interpretation of the Agreement. For purposes of the Agreement, the words "include," "includes" and "including" shall be deemed

to be followed by the words “without limitation”, the word “or” is not exclusive, the words “herein,” “hereby,” “hereto,” and “hereunder” refer to the Agreement as a whole, the words “applicable law” shall be deemed to include any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, standard, other requirement or rule of law of any governmental authority, and any action or deliverable required to be taken or delivered “promptly” shall be so taken or delivered within five (5) business days unless a shorter period is provided. In the event of a conflict between the Terms and any other Sales Document made part of the Agreement, the applicable Sales Document shall control. These Terms shall survive and continue in full force and effect following the expiration, cancellation or termination of the Agreement.

27. Unenforceable Terms. If any provision of the Agreement is invalid or unenforceable under any applicable law, such provision will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

28. Notices. Any notice, communication or statement required or permitted to be given under the Agreement shall be in writing and deemed to have been sufficiently given when delivered in person or by registered or certified mail, postage prepaid, return receipt requested, by overnight courier service, or by email (with delivery receipt requested), addressed to the address of the party specified on the face of the Order; provided, however, that either party can change its notice address by written notice from time to time.

Revised May 1, 2024