

Purchase Order Terms and Conditions

These Purchase Order Terms and Conditions (“**Terms**”) govern any agreement to purchase goods or services from supplier (“**Supplier**”) by Stress Engineering Services, Inc. and/or its affiliates (“**Company**”) which specifies the types, quantities, and agreed prices for goods or services (the “**Work**”) in any form, whether written or oral (the “**Purchase Order**”). The issuance of the Purchase Order is an offer by the Company for the purchase of Work from Supplier in accordance with and subject to these Terms. These Terms together with the Purchase Order and any documents or instructions provided by Company or incorporated therein are referred to herein as the “**Agreement**”.

1. Applicability and Acceptance. The Agreement constitutes the sole and entire agreement of the parties and supersedes all prior, subsequent, or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Agreement. Supplier’s acceptance is limited to the terms of the Agreement. The Agreement is accepted by Supplier on the earlier of (i) Supplier’s written acceptance of the Agreement, (ii) Supplier’s commencement of performance of the Work, or (iii) the expiration of fifteen (15) days following Company’s issuance of the Agreement (unless Supplier provides a written notice of non-acceptance to Company within that time). Company may withdraw the Agreement at any time before it is accepted by Supplier. Company expressly rejects any of Supplier’s terms and conditions contained in any other document, including Supplier’s quotation or acknowledgement, in connection with the Agreement, except where such other terms are included in a written agreement executed by both Supplier and Company predating the relevant Agreement (“**Pre-existing Purchase Agreement**”) in which case the Pre-existing Purchase Agreement shall take precedence over these Terms. Any proposed changes to the Work, Price (as defined below), or Delivery Date (as defined below) shall require a written amendment to the Agreement or prior written approval by the parties.

2. Flowdown Terms. Supplier acknowledges that the Work may be performed in connection with Company obligations to its end client (“**Client**”). Therefore, Supplier may be required to comply with certain Client terms and conditions which are necessary for Company to meet its contractual obligations to Client (the “**Flowdown Terms**”). Company shall expressly include the Flowdown Terms as part of the Agreement or otherwise in writing. Flowdown Terms, if any, shall be incorporated fully herein and shall take precedence over contradictory terms.

3. Price and Payment. The price of the Work is stated in the Purchase Order (the “**Price**”). Unless otherwise specified in the Agreement, the Price includes all fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective without the prior written consent of Company. Supplier shall issue invoices within thirty (30) days of completion of the Work. Company is not obligated to pay any invoices received after such date. Unless otherwise specified on the Purchase Order, Company shall pay all properly invoiced and undisputed amounts due to Supplier within forty-five (45) days after Company’s receipt of such invoice. All payments hereunder shall be made in US dollars. In the event of a payment dispute, Company shall notify Supplier of the disputed items and provide a reasonably detailed description. The parties shall seek to resolve all such disputes expeditiously and in good faith. Supplier shall continue performing its obligations under the Agreement notwithstanding any such dispute. Without prejudice to any other right or remedy it may have, Company reserves the right to set off at any time any amount owing to it by Supplier against any amount payable by Company to Supplier.

4. Delivery Date. Supplier shall deliver the Work in the quantities and on the date(s) specified in the Purchase Order or as otherwise agreed by the parties in writing (the “**Delivery Date**”). Time is of the essence in fulfillment of the Agreement. If Supplier anticipates failure to meet the Delivery Date, Supplier shall provide prompt written notice to Company. In such case, Company may (i) agree in writing to a different Delivery Date or (ii) terminate the Agreement in accordance with the Termination Section below.

5. Shipping Terms. The Supplier shall deliver the Work to the address specified in the Purchase Order (the “**Delivery Address**”) during Company’s normal business hours or as otherwise instructed by Company. Title passes to Company upon the earlier of (i) the identification of the Work as belonging to Company, (ii) creation of the Work, or (iii) delivery of the Work to the Delivery Address. Shipping and risk of loss shall be DDP (Company facility) in accordance with the INCOTERMS 2020, unless otherwise set out in the Purchase Order. Supplier shall be responsible for arranging the shipping of the Work to Company according to Company’s instructions or, if there are no instructions, in a manner sufficient to ensure that the Work is timely delivered in undamaged condition and in compliance with the Agreement, industry standard, and applicable law. Supplier shall give written notice of shipment to Company when the Work is delivered to a carrier for transportation. Supplier shall provide Company all shipping documents, including, but not limited to, the commercial invoice, packing list, air waybill/bill of lading, and any other documents necessary to release the Work to Company before Supplier delivers the Work to the transportation carrier. The Purchase Order number must appear on all such documents. Unless otherwise specified in the Purchase Order, Supplier may not make partial shipments of Work to Company. Supplier must provide Company prior written notice if it requires Company to return any packaging material. Any return of such packaging material shall be made at Supplier’s expense.

6. Inspection and Rejection of Nonconforming Work. The Company has the right to inspect the Work on or after the Delivery Date. Company, at its sole option, may inspect all or a sample of the Work, and may reject all or any portion of the Work if it determines the Work is damaged, defective, or otherwise nonconforming. If Company rejects any portion of the Work, Company has the right, at its sole option and effective upon written notice to Supplier, to (i) terminate the Agreement in its entirety and require a refund from Supplier of any payments remitted, (ii) require repair or replacement of the rejected Work, (iii) or accept the portion of the Work that is acceptable at a reduced price. If Company requires repair or replacement of the Work, Supplier shall, at its risk and expense, promptly

repair or replace the rejected Work and pay for all related expenses, including, but not limited to, transportation charges for the return of the rejected Work and the delivery of repaired or replacement Work. If Supplier fails to timely deliver repaired or replacement Work, Company may have the Work performed by a third party, charge Supplier the any additional cost thereof, and terminate the Agreement for cause pursuant to the Termination Section below.

7. Warranties. Supplier represents, warrants, and covenants to Company that all Work 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 Company; (iii) be fit for their intended purpose and operate as intended; (iv) be merchantable; (v) be free from claims, liens, encumbrances, or other actions existing or threatened against Supplier that would interfere with sale of the Work or Company's use thereof; 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 Work by Company. If Company gives Supplier notice of nonconformance with this Section, in addition to other remedies available to Company under the Agreement or at law or equity, Supplier shall, at its own cost and expense, promptly repair or replace the defective or nonconforming Work and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming Work to Supplier and the delivery of repaired or replacement Work to Company.

8. Indemnification. SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS COMPANY, CLIENT, AND ITS AFFILIATES, AND ITS/THEIR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS (COLLECTIVELY, "INDEMNITEES") AGAINST ANY AND ALL LOSS, DAMAGE, LIABILITY, CLAIM, JUDGMENT, FINE, COST, OR EXPENSE, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY FEES (COLLECTIVELY, "LOSSES"), TO THE EXTENT ARISING OUT OF OR OCCURRING IN CONNECTION WITH (I) ANY ACTS, ERRORS, OR OMISSIONS BY SUPPLIER, (II) THE PRESENCE OF SUPPLIER ON COMPANY OR CLIENT'S SITE, AND/OR (III) SUPPLIER'S NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF THE AGREEMENT.

9. Limitation of Liability. IN ANY EVENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT LOSSES (IN TORT, CONTRACT, OR OTHERWISE), ARISING OUT OF OR RELATED TO THIS AGREEMENT, HOWSOEVER CAUSED AND EVEN IF SUCH DAMAGES ARE FORESEEABLE.

10. Insurance. Supplier shall, at its own expense, maintain and carry insurance which includes, but is not limited to, commercial general liability (including but not limited to product liability) with limits no less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate, workers' compensation in statutory amounts, \$1,000,000 in employer's liability and automobile liability coverage, and if applicable, professional liability coverage in the amount of \$1,000,000. Supplier shall provide Company with a certificate of insurance evidencing the insurance coverage specified above. The certificate of insurance shall name Indemnitees as an additional insured. Supplier shall provide Company with thirty (30) days' advance written notice in the event of a cancellation or material change in Supplier's insurance policy. Except where prohibited by law, Supplier shall require its insurer to waive all rights of subrogation against Indemnitees.

11. Compliance. Supplier is in compliance with and shall comply with all applicable laws, regulations, and ordinances, including but not limited to, anti-bribery and anti-corruption laws, such as the U.S. Foreign Corrupt Practices Act. Supplier shall comply with all United States import and export laws, such as International Traffic in Arms Regulations (ITAR) or Export Administration Regulations (EAR). Supplier has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under the Agreement. Supplier shall comply with Company's current Code Of Conduct, which is available upon request or at this link: https://www.stress.com/wp-content/uploads/L1-CMP-MA-02_Rev0_Code_of_Conduct.pdf. Supplier shall comply with the safety procedures of any site where Work is performed. Supplier shall maintain records and accounts pertaining to the Work and compliance with this Agreement, and Company shall have the right, at all reasonable times, to inspect and audit such records and accounts.

12. Termination. Company may terminate the Agreement, in whole or in part, without cause with prior written notice to Supplier. In the event of termination without cause, Company shall pay Supplier for the portion of all Work completed prior to such notice and all reasonable, non-cancellable costs due to such termination. Additionally, Company may terminate if Supplier has not performed or complied with the Agreement, in whole or in part, upon ten (10) days' prior written notice and Suppliers failure to remedy such noncompliance. If the Supplier becomes insolvent, files a petition for bankruptcy, or commences proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors, then the Company may terminate the Agreement with immediate effect. If Company terminates for cause, Supplier's sole and exclusive remedy is payment for the Work received and accepted by Company prior to the termination.

13. Confidential Information. All non-public, confidential, or proprietary information of the Company or Client, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Company to Supplier, whether disclosed orally or disclosed or accessed in written, electronic, or other form or medium, and whether or not marked, designated, or otherwise identified as "confidential," in connection with the Agreement is confidential. Such information may only be used for the purpose of performing the Agreement and may not be disclosed unless authorized by Company in writing. Upon Company's request, Supplier shall promptly return all documents and other materials received from Company. Company shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (i) in the public domain; (ii) known to the Supplier at the time of disclosure; (iii) rightfully obtained by the Supplier on a non-confidential basis from a third party; or (iv) independently developed by Supplier without the use of the confidential information. Supplier shall not use Company's name, logos, trademarks, or any other confidential information in any advertisement, publicity material, or other communication to third parties without prior written approval of Company.

14. Intellectual Property. In any event, Supplier shall retain all rights to inventions and intellectual property which the Supplier discovered, conceived, created, produced, or developed, alone or with others, prior to or outside of this Agreement, including all

improvements thereto. Any newly developed intellectual property arising out of the Agreement shall belong to Company or its assignee. SUPPLIER SHALL, AT ITS EXPENSE, DEFEND, INDEMNIFY, AND HOLD HARMLESS INDEMNITEES AGAINST LOSSES RELATED TO WORK THAT INFRINGES OR MISAPPROPRIATES THE PATENT, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY. IN NO EVENT SHALL SUPPLIER ENTER INTO ANY SETTLEMENT WITHOUT INDEMNITEES' PRIOR WRITTEN CONSENT.

15. Force Majeure. If either party is delayed, hindered, or rendered unable, wholly or in part, due to unforeseeable or unanticipated event(s) beyond its reasonable control, including but not limited to any named storm, hurricane, flood, epidemic, or government action (“Force Majeure”) to perform its obligations under this Agreement, other than obligations to pay amounts due, then the affected party’s obligations shall be suspended during the period of Force Majeure. In the event of Force Majeure, the affected party shall promptly give notice to the other party and use commercially reasonable efforts to avoid or minimize the delay.

16. Amendment and Assignment. No change to the Agreement is binding unless it is in writing, specifically states that it amends the Agreement, and is approved by authorized representatives of the parties. Supplier shall not assign, transfer, delegate, or subcontract any of its rights or obligations under the Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Supplier of any of its obligations hereunder. Company may at any time assign, transfer, delegate, or subcontract any or all of its rights or obligations under the Agreement without Supplier’s prior written consent.

17. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in the 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.

18. No Third-Party Beneficiaries. The Agreement is for the sole benefit of the parties hereto, including the Indemnitees, and their respective successors and permitted assigns, and nothing in the Agreement, express or implied, is intended to or shall confer upon any other individual or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of the Agreement.

19. Governing Law and Venue. This Agreement shall be construed and governed under the laws of the State of Texas without regard to its conflict of laws rules. Venue for any controversy or claim relating to this Agreement or the Work shall be brought exclusively in a federal or state district court in Houston, Harris County, Texas.

20. Cumulative Remedies. The rights and remedies under the Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties, or otherwise. Notwithstanding the foregoing, the parties intend that, if Company terminates the Agreement, Supplier’s sole and exclusive remedies are set out in the Termination Section.

21. 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 in the Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices to Company shall also include a copy to legal@stress.com. All Notices shall be delivered by personal delivery, nationally recognized overnight courier, email, or U.S. Postal Service first class mail. Notice is effective only (i) upon receipt of the receiving party, and (ii) if the party giving the Notice has complied with the requirements of this Section.

22. General. If any term or provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. No waiver by any party of any of the provisions of the Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure or delay in exercising any right, remedy, power, or privilege arising from the Agreement shall operate or be construed as a waiver thereof. The parties hereby agree that electronic signatures shall be deemed valid and legally binding, carrying the same legal weight and enforceability as handwritten signatures, in accordance with applicable law. The provisions of these Terms which by their nature survive suspension, termination, or expiration shall continue in full force and effect.