DESAPRO, INC. GLOBAL PURCHASE ORDER TERMS AND CONDITIONS

GLOBAL MASTER TERMS & CONDITIONS - EFFECTIVE JULY 2026

1. Parties; Affiliate Use; Order of Precedence. These Global Purchase Order Terms and Conditions ("Ts&Cs") apply to each purchase order issued by any legal entity that is directly or indirectly controlled by, under common control with, or controlling DESAPRO, Inc. as identified on the applicable purchase order (referred to herein as, "Buyer") to the supplier identified on the purchase order ("Seller"). Each Buyer is liable only for its own purchase orders and not for purchase orders issued by any other affiliate, unless expressly agreed in writing by an authorized corporate officer. No Buyer shall have any liability or obligation for any purchase order issued by any other Buyer, and no affiliate relationship shall create joint or several liability absent a written agreement signed by an authorized officer of the applicable Buyer.

If there is a conflict, the following order controls: (a) any negotiated supply agreement signed by both parties; (b) the face of the purchase order; (c) any Buyer-approved exhibit, addendum, statement of work, quality clause, or customer flowdown incorporated into the purchase order; (d) these Global Master Ts&Cs; and (e) Seller's quotation or acknowledgement shall have no force except to the extent expressly accepted in writing by Buyer. In the event of a conflict, the higher priority document shall control solely to the extent of the inconsistency.

All exhibits attached hereto (identified below), addenda, statements of work, specifications, and documents referenced in the purchase order are incorporated by reference as if fully set forth herein.

2. Acceptance; Battle of Forms. Seller accepts the purchase order and these Ts&Cs by the earliest of: (a) written acknowledgement (*e.g.*, signing the purchase order or otherwise agreeing in writing, including electronic communications); (b) commencement of performance; (c) shipment of Goods; (d) provision of services; or (e) any conduct indicating acceptance. Buyer expressly limits acceptance to these Ts&Cs. Any additional, different, or conflicting terms proposed by Seller are rejected and are void unless expressly agreed in a writing signed by Buyer's authorized representative (*e.g.,* any terms contained in Seller's quotations, acknowledgements, invoices, packing slips, or other documents are expressly rejected and shall not apply). Any purported acceptance by Seller that is conditioned on Buyer's acceptance of Seller's terms is rejected and shall not form a contract. Buyer's failure to object to any communication or document from Seller shall not be deemed acceptance of any terms. No course of dealing, course of performance, or usage of trade shall be used to interpret, supplement, or modify these Ts&Cs. Seller shall acknowledge receipt of each purchase order within two (2) business days after receipt. Such acknowledgment shall include confirmation of receipt and identification of any known issues affecting price, quantity, or delivery schedule. Seller shall provide periodic order status updates upon Buyer's reasonable request and shall promptly notify Buyer of any actual or anticipated schedule, supply, quality, or production risks affecting performance.

3. Goods, Services, Specifications, and Change Control. Seller shall furnish the goods, services, deliverables, software, technical data, tooling, documentation, and other items identified in the purchase order (collectively, "Goods," which includes services and deliverables unless the context requires otherwise) strictly in accordance with the purchase order (including the Order of Precedence), applicable drawings, specifications, revision levels, quality requirements, customer flowdowns (*see* Exhibits attached to these Ts&Cs), and other written instructions issued by Buyer. Seller shall comply with all applicable customer, regulatory, and flowdown requirements incorporated into the purchase order, whether or not specifically identified in this Section.

Seller shall not make any change to the Goods, including, but not limited to, materials, manufacturing process, manufacturing location, sub-tier supplier, software, firmware, source of supply, testing methods, inspection criteria, quality systems, form/fit/function, country of origin, or applicable certifications without Buyer's prior written approval. Any unauthorized change shall constitute a material breach and all affected Goods shall be deemed nonconforming. Buyer may direct changes within the general scope of the purchase order, which must be issued in writing by authorized procurement or engineering personnel. If a Buyer-directed change affects cost or schedule, Seller must provide written notice with supporting detail within ten (10) business days or the claim is waived, unless

Buyer agrees otherwise in writing. Seller shall not proceed with any change affecting cost or schedule without Buyer's prior written approval.

4. Delivery; Time of the Essence; Late Delivery Remedies. Time is of the essence. Seller shall deliver exactly in the quantities and on the schedule stated in the purchase order. Buyer may reject any shipment that does not comply with the delivery requirements specified in the purchase order. Notably, deliveries any number of days late may be rejected unless Buyer approves otherwise in writing.

Seller shall immediately notify Buyer in writing of any actual or anticipated delay, including root cause, recovery plan, revised delivery date, and mitigation steps. Seller shall acknowledge Buyer inquiries relating to delivery status, schedule risk, shortages, or production interruptions within one (1) business day and shall provide substantive updates within a commercially reasonable period based on the nature and complexity of the issue.

If Seller fails, or reasonably anticipates that it may fail, to meet a required delivery date for reasons within Seller's control (including delays caused by Seller's suppliers, subcontractors, logistics providers, or failure to maintain commercially reasonable capacity, inventory, or contingency planning), Seller shall, at Seller's expense, take all commercially reasonable actions necessary to recover schedule and mitigate impact to Buyer, including expediting production or shipment, reallocating available capacity, implementing overtime or additional shifts where commercially reasonable, obtaining alternate materials or sources, and prioritizing Buyer requirements consistent with Seller's contractual obligations and Buyer's disclosed production or customer commitments. Buyer may also require Seller to expedite shipment, obtain alternate supply, or provide substitute conforming Goods approved by Buyer. In addition, Buyer may obtain substitute goods or services from alternate sources without liability to Buyer. Seller shall reimburse Buyer for all reasonably substantiated incremental and mitigation-related costs incurred as a result of Seller's delay or nonperformance, including premium freight, line-down costs, customer charges, cover, requalification, inspection, administrative costs, and other direct costs attributable to Seller's delay or nonperformance. Buyer's acceptance of late delivery does not waive any rights or remedies.

Where stated on the purchase order or applicable addendum, Seller shall pay liquidated damages equal to 0.5% of the delayed line-item value for each calendar day of delay, capped at fifteen percent (15%) of the delayed line-item value. The parties agree that late delivery damages may be difficult to determine at contracting and that the liquidated damages are a reasonable pre-estimate of anticipated harm, not a penalty. Liquidated damages are in addition to Buyer's right to recover cover, premium freight, customer-imposed charges, and other direct mitigation costs. Further, Buyer may withhold payment for delayed or nonconforming Goods without penalty.

5. Forecasts; Rescheduling; Cancellation. Forecasts are nonbinding unless expressly stated otherwise. Buyer may reschedule delivery dates and quantities by written notice, subject to any firm commitments expressly stated on the purchase order or applicable supply agreement. If Buyer requests postponement of shipment after Goods are completed or ready for shipment, Buyer may require Seller to reasonably store such Goods for a commercially reasonable period, subject to mutually agreed storage, preservation, and invoicing arrangements. Buyer may cancel all or part of a purchase order by written notice. Upon receipt of cancellation notice, Seller shall immediately stop work except as necessary to preserve Goods and mitigate costs.

Unless a different cancellation formula is stated on the purchase order or applicable addendum, Buyer's liability for cancellation without Seller default is limited to conforming finished Goods, reasonable work in process, and raw materials specifically and reasonably procured for the cancelled Goods in accordance with authorized lead times, less any amounts Seller can mitigate, reuse, return, cancel, or sell. Seller must provide, subject to Buyer audit, reasonable documentation, including inventory, purchase orders, invoices, and mitigation efforts supporting any cancellation claim. Buyer may require transfer of title and delivery of any items paid for under this clause. In the event of a cancellation, Buyer shall not be liable for lost profits, anticipated profits, overhead, or administrative costs.

6. Pricing; Most-Favored Customer; Invoicing; Payment; Setoff. Prices are fixed unless changed by written agreement. Pricing may be based on the quantities, release schedules, economic assumptions, and delivery profiles identified in the purchase order or quotation. Material reductions, delays, or changes may require equitable adjustment as agreed by the parties. Seller warrants that prices are commercially reasonable and consistent with those offered to comparable customers for similar goods under similar quantities, terms, and market conditions. Seller shall invoice only after shipment or performance, and invoices must include all information reasonably

required for payment, import/export, tax, and receiving purposes (*e.g.*, invoices must include PO number, PO line number, accurate pricing information, *etc*.). Payment terms are net sixty (60) days after Buyer's receipt of a correct invoice and conforming Goods, unless otherwise stated on the purchase order. Buyer may set off amounts owed by Seller against amounts due to Seller.

7. Inspection; Acceptance; Rejection. Buyer, Buyer's customers, higher-tier contractors, regulators, and end users may inspect and test Goods, records, processes, and facilities at reasonable times and places. Inspection, testing, acceptance, payment, or use does not waive any rights or relieve Seller of warranty, latent defect, fraud, indemnity, recall, or compliance obligations.

Buyer may reject or revoke acceptance of nonconforming Goods and may, at its option: (a) require correction, repair, replacement, or reperformance; (b) return Goods at Seller's expense; (c) retain Goods with an equitable price reduction; (d) rework Goods under Section 8; (e) obtain cover and charge Seller for incremental costs; or (f) terminate for default.

8. Nonconforming Goods; In-House Rework; Cost Recovery. If Goods are defective or nonconforming, Buyer may, without waiving any rights, perform or arrange sorting, inspection, testing, rework, repair, replacement, containment, line support, customer support, or other corrective action needed to maintain production flow, meet customer commitments, or mitigate loss. Seller shall reimburse Buyer for all reasonably substantiated costs, including labor at Buyer's standard burdened labor rates, materials, outside services, engineering support, quality support, administrative time, premium freight, customer debits, and related costs.

9. Warranty. Seller warrants that all Goods shall: (a) be new unless otherwise approved; (b) be free from defects in design, materials, workmanship, fabrication, processing, packaging, and title; (c) strictly conform to all specifications, drawings, samples, descriptions, revision levels, quality requirements, and purchase order requirements; (d) be fit for the intended purposes known to Seller; (e) comply with all applicable laws, standards, and certifications; and (f) not infringe, misappropriate, or violate third-party rights.

Unless a longer period is stated on the purchase order or applicable addendum, the warranty period is: (i) thirty-six (36) months after delivery for mechanical Goods; (ii) twenty-four (24) months after delivery for electrical or electronic Goods; and (iii) the longer of Seller's standard warranty, the manufacturer's warranty, or any customer-required warranty period. Warranty obligations survive inspection, acceptance, payment, resale, incorporation, and termination.

If any Goods fail to conform to this warranty, Buyer may, at its option, require Seller to promptly repair, replace, reperform, credit, or refund the nonconforming Goods. Seller shall bear all reasonable, substantiated direct costs associated with such nonconformance, including removal, reinstallation, testing, shipping, premium freight, field service, customer charges, and recall or corrective actions attributable to Seller's breach.

To maintain production flow and meet customer commitments, Buyer may perform or arrange sorting, inspection, rework, repair, replacement, or cover procurement. Seller shall reimburse Buyer for all reasonable, substantiated direct and mitigation-related costs incurred as a result of the nonconformance.

The rights and remedies in this Section are cumulative and in addition to any other rights or remedies available under the purchase order or applicable law, including indemnification under Section 10 and delivery remedies under Section 4; provided, however, that Buyer shall not recover duplicative amounts for the same loss.

10. Indemnity. **Seller's obligations under this Section apply to third-party claims, governmental claims, and claims asserted by Buyer customers arising out of the matters identified below. Seller shall defend, indemnify, and hold harmless Buyer, its affiliates, customers, directors, officers, employees, agents, successors, assigns, higher-tier contractors, and end users from and against all claims, damages, liabilities, losses, fines, penalties, costs, expenses, attorney fees, professional fees, settlements, judgments, and recalls arising out of or relating to: (a) Seller's breach; (b) defective or nonconforming Goods; (c) personal injury, death, or property damage caused by Goods or Seller's acts or omissions; (d) infringement, misappropriation, or violation of intellectual property rights; (e) Seller's violation of law; (f) export, import, sanctions, customs, labor, environmental, anti-corruption, or cybersecurity violations; or (g) acts or omissions of Seller's subcontractors or suppliers.**

11. Intellectual Property; Buyer Materials; No Misuse of Buyer-Specific Developments. All drawings, specifications, tooling, technical information, data, software, materials, samples, and other property furnished or paid for by Buyer remain Buyer's property and may be used only to perform Buyer's purchase orders. Seller shall not use, disclose, reverse engineer, copy, commercialize, or provide to any third party any Buyer-specific design, customization, tooling, process, drawing, specification, software, or confidential information except as authorized in writing by Buyer.

For custom work, all deliverables, inventions, works of authorship, developments, improvements, and technical data created specifically for Buyer and paid for by Buyer are works made for hire to the extent permitted by law and otherwise are assigned to Buyer upon creation. Seller retains ownership of its pre-existing background intellectual property, but grants Buyer a perpetual, irrevocable, worldwide, royalty-free license to use such background intellectual property as necessary to use, sell, service, repair, modify, and support the Goods.

12. Confidentiality; Non-Publicity. Seller shall protect Buyer's confidential information using at least reasonable care and no less than the care used for Seller's own confidential information. Seller may use Buyer's confidential information only to perform the purchase order and may disclose it only to employees, contractors, and approved sub-tier suppliers with a need to know and written confidentiality obligations at least as protective as these Ts&Cs. Seller shall not make any public announcement or use Buyer's name, trademarks, customer names, program names, or images without Buyer's prior written approval.

13. Compliance with Laws; Trade; Customs; Country of Origin. Seller shall comply with all applicable federal, state, local, and foreign laws, rules, and regulations. Seller shall provide accurate country of origin, HTS/Schedule B, USMCA or other preferential origin support, customs documentation, duty drawback documentation, conflict minerals information, forced labor certifications, and other compliance records requested by Buyer.

14. Export Controls; Sanctions; Restricted Parties. Seller shall comply with all applicable export control, sanctions, import, customs, antiboycott, and anti-corruption laws. Seller shall not transfer export-controlled items, technology, software, technical data, defense services, or controlled services to any foreign person, destination, end use, or end user without required authorization. Seller shall notify Buyer in writing before delivery if any Goods, technology, software, data, or services are subject to the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR), the regulations imposed by the Office of Foreign Assets Control (OFAC), or other transfer restrictions and shall provide applicable classifications, including United States Munitions List (USML) category, Export Control Classification Number (ECCN), HTS/Schedule B, country of origin, license exception eligibility if known, and any restrictions on use, access, transfer, or reexport. Seller shall ensure that all classification, origin, and trade compliance information provided to Buyer is complete and accurate at the time provided and shall promptly notify Buyer in writing of any changes to such information. Additional requirements may be stated in **Exhibit C** - Export, Sanctions, Import and Trade Compliance Addendum).

15. Cybersecurity; Data Protection. In addition to any specific requirements contained in **Exhibit B** (Government Contract and Customer Flowdown Addendum, e.g., *DFARS 252.204-7012, FAR 52.204-21,* etc.*) and/or* ***Exhibit C****, if Seller receives, stores, processes, transmits, or has access to Buyer data, customer data, personal information, controlled unclassified information (CUI), export-controlled information, or other sensitive information, Seller shall maintain commercially reasonable administrative, technical, and physical safeguards appropriate to the data and contract requirements. Seller shall promptly (within 72-hours) notify Buyer of any actual or suspected unauthorized access, disclosure, loss, compromise, cybersecurity incident, or data breach affecting Buyer information or systems.*

16. Counterfeit Parts; Supply Chain Integrity. Seller shall not deliver counterfeit, suspect counterfeit, used, refurbished, misrepresented, or unauthorized parts unless Buyer expressly approves in writing. Seller shall purchase electronic parts and other critical materials from original manufacturers, authorized distributors, or Buyer-approved sources where practicable and shall maintain traceability and authenticity records. Seller shall immediately notify Buyer of any suspected counterfeit or nonconforming supply-chain issue. *See also* DFARS 252.246-7007 (Contractor Counterfeit Electronic Parts Detection and Avoidance System) or similar clause in **Exhibit B** (if applicable). Delivery of counterfeit or suspect counterfeit parts shall constitute a material breach, and Seller shall, at its expense, promptly replace such parts with conforming Goods and reimburse Buyer for all reasonably substantiated direct and mitigation-related costs incurred as a result.

17. Subcontracting; Flowdown. Seller shall not subcontract any material portion of the work or change approved sub-tier suppliers without Buyer's prior written approval. Seller remains fully responsible for all subcontractor and supplier performance. Seller shall flow down all applicable purchase order requirements, quality requirements, customer flowdowns (*e.g*, *Exhibit B* ***- Government Contract and Customer Flowdown Addendum), export/trade restrictions (*****e.g.,*** *Exhibit C* ***- Export, Sanctions, Import and Trade Compliance Addendum), confidentiality obligations, cybersecurity requirements (*****e.g.,*** ***FAR 52.204-21, DFARS 252.204-7012,*** **etc.***), and compliance obligations to its sub-tier suppliers. Seller shall remain fully responsible for all acts and omissions of its subcontractors and suppliers, and any failure to comply with applicable flowdown requirements shall constitute a breach by Seller. Buyer may, upon reasonable grounds, require Seller to replace or discontinue use of any sub-tier supplier.***

18. Tooling; Buyer Property. All tooling, dies, molds, fixtures, gauges, equipment, materials, and other property furnished by Buyer or paid for by Buyer are Buyer property. Seller shall identify, protect, maintain, insure, and use Buyer property only for Buyer's work and shall return or dispose of it as Buyer directs. Seller bears risk of loss or damage to Buyer property while in Seller's possession or control. Unless expressly identified in writing as Buyer-owned or separately paid for by Buyer, Seller retains ownership of Seller-developed tooling, manufacturing know-how, and production methods used to manufacture the Goods.

19. Insurance. Seller shall maintain insurance with reputable carriers in amounts sufficient to cover Seller's obligations, including commercial general liability, products/completed operations, automobile liability, workers' compensation, employer's liability, cyber liability where applicable, and professional/errors and omissions coverage where applicable. Minimum limits shall be not less than $1,000,000 per occurrence and $2,000,000 aggregate, unless otherwise specified by Buyer based on the nature of the Goods or services. Buyer may require higher limits where appropriate to the risk profile of the work. Seller shall provide certificates of insurance upon request and shall name Buyer as an additional insured where commercially available. Seller shall maintain required insurance coverage throughout performance of the purchase order and for a commercially reasonable period thereafter, and such insurance shall be primary to any insurance maintained by Buyer, with waiver of subrogation in favor of Buyer where commercially available.

20. Force Majeure; Supply Continuity. Neither party is liable for delay caused by events beyond its reasonable control, provided the affected party promptly notifies the other party, mitigates the impact, and resumes performance as soon as practicable. Force majeure does not excuse payment obligations, failure to implement reasonable business continuity measures, shortage of labor/materials reasonably foreseeable or commercially avoidable, or Seller's obligation to allocate available supply equitably and give Buyer priority where Buyer has firm orders or customer commitments. Seller shall maintain commercially reasonable business continuity, supply continuity, and disaster recovery capabilities appropriate to the nature of the Goods and services provided, including contingency planning for material operational disruptions, commercially reasonable capacity planning, and inventory or supply continuity measures reasonably sufficient to support agreed forecasts, stocking arrangements, or long-lead procurement requirements expressly identified in the purchase order or applicable supply agreement. Seller shall promptly notify Buyer upon becoming aware of any material change in manufacturing capacity, material availability, or anticipated lead times that is reasonably likely to materially affect Seller's ability to satisfy Buyer's outstanding purchase orders, agreed forecasts, blanket purchase orders, or long-term supply commitments.

21. Obsolescence; End-of-Life Notification. Seller shall provide Buyer with at least twelve (12) months' prior written notice, or such longer period as reasonably practicable, before discontinuing, rendering obsolete, materially modifying, or otherwise ceasing production or support of any Goods or components supplied under a purchase order or long-term supply arrangement. Such notice shall include the anticipated last order date, last shipment date, the reason for the discontinuation, available replacement or successor products (if any), interchangeability information, and a commercially reasonable last-time-buy opportunity sufficient to permit Buyer to satisfy its anticipated production, service, warranty, and aftermarket requirements. Upon Buyer's request, Seller shall cooperate in developing commercially reasonable transition plans to replacement products or alternate sources.

22. Termination for Default; Termination for Convenience. Buyer may terminate all or part of a purchase order for default if Seller fails to deliver on time, delivers nonconforming Goods, fails to make adequate progress, breaches these Ts&Cs, becomes insolvent, or otherwise endangers performance and fails to cure within the time stated in Buyer's notice. Buyer may also terminate all or part of a purchase order for convenience by written notice. Termination under this Section applies solely to the affected purchase order and does not apply to any other

purchase orders or agreements between the parties unless expressly stated in writing. Upon termination, Seller shall stop work as directed, protect property, mitigate costs, and deliver completed or partially completed Goods and materials as Buyer directs. For convenience termination, Seller's sole recovery is the reasonable, documented, unavoidable cost of conforming work performed and authorized materials procured before termination, less mitigation and resale value, and in no event more than the purchase order price. For default termination, Buyer may recover all damages and excess reprocurement costs, subject to applicable law.

23. Limitation of Liability; Exclusions. Except for - (i) infringement, misappropriation, or violation of intellectual property rights; (ii) breach of confidentiality, cybersecurity, or data protection obligations; (iii) fraud or willful misconduct; and (iv) personal injury, death, or damage to tangible property - each party's aggregate liability arising out of or relating to any purchase order shall not exceed two (2) times the total value of the applicable purchase order. Notwithstanding the foregoing limitation, Seller remains responsible for reasonable, substantiated direct costs arising from nonconforming Goods, including repair, replacement, rework, sorting, recall, field service, cover, premium freight, and customer-imposed charges directly attributable to Seller's nonconformance, provided Buyer shall not recover duplicative amounts for the same loss. Except as expressly stated herein, Buyer's remedies under Sections 4, 8, 9, and 10 are intended to allocate distinct categories of risk and shall not permit duplicative recovery for the same loss. To the maximum extent permitted by applicable law, neither party shall be liable for consequential, incidental, indirect, special, or punitive damages, except to the extent such damages are recoverable by third parties and are subject to Seller's indemnification obligations. For purposes of clarity, the direct and mitigation-related costs recoverable under Sections 4, 8, and 9 are agreed by the parties to constitute recoverable direct damages and not excluded consequential damages.

24. Records; Audit. Seller shall maintain complete and accurate records demonstrating compliance with the purchase order for at least seven (7) years after final payment or longer if required by law, customer flowdown, or applicable addendum. Buyer and its customers may audit Seller's records, facilities, quality systems, supply chain, and compliance controls upon reasonable notice, and immediately where required by customer, regulator, or safety/compliance concern. Buyer's audit rights include, as applicable, review of Seller's records relating to pricing (where relevant and applicable), quality, and compliance with the purchase order and applicable laws.

25. Assignment; Factors Impacting Performance; Change of Control. Seller may not assign, delegate, or transfer any purchase order or rights or obligations under it without Buyer's prior written consent. Any unauthorized assignment is voidable at Buyer's option. Buyer may assign to an affiliate, successor, or customer in connection with corporate restructuring, sale, transfer, or program assignment. For purposes of this Section, assignment includes any transfer by operation of law or otherwise, including mergers, consolidations, asset sales, or changes in control of Seller. Seller shall provide prior written notice of any change in control affecting Seller. Buyer may terminate the purchase order upon written notice if Seller undergoes a change in ownership or control that, in Buyer's reasonable judgment, materially increases compliance, operational, supply-chain, cybersecurity, export-control, sanctions, competitor-access, or performance risk. Further, Seller shall promptly notify Buyer of any event or circumstance that may materially affect Seller's performance, compliance status, supply continuity, export authorization status, financial condition, ownership/control, manufacturing capability, sanctions status, debarment status, cybersecurity posture, or ability to comply with applicable law or customer requirements.

26. Notices. Notices must be in writing and delivered to the address or email stated on the purchase order or other address designated in writing. Notices sent by email shall be deemed received on the date sent if transmitted during normal business hours, or on the next business day if sent outside of such hours.

27. Governing Law; Venue. Except as provided in Exhibit E hereto or the applicable purchase order, these Ts&Cs are governed by the laws of the State of California, excluding conflict-of-law rules, and venue lies in the state or federal courts located in California. Seller consents to jurisdiction there. Prior to initiating any legal proceeding, the parties shall make a good-faith effort to resolve any dispute arising out of or relating to a purchase order through prompt escalation to senior management and good-faith negotiations. Notwithstanding the foregoing, Buyer may seek injunctive relief or enforce judgments in any court of competent jurisdiction.

28. General. These Ts&Cs, the purchase order, and incorporated exhibits constitute the parties' agreement for the applicable purchase order. No waiver is effective unless in writing. The parties agree that remedies under these Terms are cumulative; however, Buyer shall not recover duplicative amounts for the same loss. Invalid provisions will be modified or severed to preserve enforceability. Headings are for convenience only. Provisions that by their

nature should survive shall survive, including warranty, indemnity, confidentiality, IP, compliance, audit, records, payment, and dispute provisions.

EXHIBITS

Exhibit A: Quality Requirements Addendum

Exhibit B: Government Contract and Customer Flowdown Addendum

Exhibit C: Export, Sanctions, Import and Trade Compliance Addendum

Exhibit D: Logistics, Packing, Shipping and Routing Addendum

Exhibit E: Contact Information

EXHIBIT A - QUALITY REQUIREMENTS ADDENDUM

A.1. Quality System. Seller shall maintain a quality management system appropriate for the Goods and any customer requirements, including ISO 9001, AS9100, ISO 13485, IATF 16949, or other standard if specified by Buyer.

A.2. Inspection and Test. Seller shall perform all inspections, tests, first article inspections, source inspections, acceptance tests, and certifications required by the purchase order, drawings, specifications, or customer flowdowns.

A.3. Records and Traceability. Seller shall maintain lot, batch, serial, material, process, inspection, calibration, test, and certificate records sufficient to demonstrate conformity and traceability.

A.4. Nonconformance and Corrective Action. Seller shall promptly respond to Buyer quality or nonconformance inquiries and shall provide containment and corrective action information within the timeframe reasonably requested by Buyer. Seller shall immediately notify Buyer of suspected or actual nonconformance. Seller shall not use-as-is, repair, rework, or ship nonconforming Goods without Buyer's written disposition. Seller shall provide root cause/corrective action reports within the timeframe required by Buyer.

A.5. Seller Changes. Seller shall not change manufacturing location, key personnel, special process sources, materials, sub-tier suppliers, inspection methods, or process controls without prior Buyer approval where such changes may affect quality, compliance, fit, form, function, reliability, qualification, certification, or customer approval.

A.6. Customer Access. Buyer's customers, regulators, and higher-tier contractors may access Seller facilities and records where required by contract, law, or customer flowdown.

A.7. Supplier Performance and Corrective Action. Buyer may monitor and evaluate Seller performance, including delivery performance, responsiveness, quality, compliance, corrective action effectiveness, and supply continuity. Upon Buyer's request, Seller shall promptly implement and document corrective action plans addressing identified performance deficiencies. Buyer may suspend, restrict, or remove Seller from approved supplier status based on reasonable performance, quality, compliance, or supply-risk concerns.

A.8. DESAPRO, Inc. Affiliate-Specific Quality Clauses. Certain DESAPRO, Inc. business units maintain supplemental quality requirements. Any such quality clauses expressly identified, referenced, or incorporated on the applicable purchase order (including by reference, attachment, hyperlink, document number, or purchase order comment) are incorporated into the purchase order and shall apply only to that purchase order.

EXHIBIT B - GOVERNMENT CONTRACTS AND CUSTOMER FLOWDOWN ADDENDUM

This Exhibit B applies only to the extent the purchase order supports a contract, subcontract, or program with the United States Government (including any prime contract or higher-tier subcontract), and only where such purchase order expressly incorporates this Exhibit or identifies applicable flowdown requirements.

B.1. Interpretation of Flowdown Clauses. Unless otherwise required by applicable law or expressly stated in a flowdown clause, references in any flowed-down clause to "Government," "United States," or similar terms shall be deemed to refer to Buyer, and references to "Contractor" shall be deemed to refer to Seller. Notwithstanding the foregoing, any rights, remedies, or authorities that by law or regulation must run exclusively to the Government shall remain with the Government.

B.2. Applicability; Self-Deleting Clauses. Flowdown clauses shall apply to Seller only to the extent applicable to the Goods or services being procured, the type of contract, and the role of Seller. Any clause that is not applicable by its terms or that is not required to be flowed down is deemed "self-deleting" and shall have no force or effect.

B.3. FAR/DFARS Flowdown Schedule. The Federal Acquisition Regulation (FAR), Defense Federal Acquisition Regulation Supplement (DFARS), and any applicable agency supplement clauses incorporated into this purchase order are set forth in the flowdown schedule attached here, or included or referenced in the purchase order, statement of work, or other attachment.

B.4. Flowdown Incorporation. Seller shall comply with all customer, prime contract, higher-tier subcontract, FAR clauses, DFARS clauses, agency supplement, and other flowdown clauses identified on the purchase order, statement of work, quality addendum, or flowdown attachment.

B.5. Precedence. If a mandatory customer or government flowdown conflicts with the Global Master Ts&Cs, the mandatory flowdown controls only to the extent necessary to satisfy the applicable customer or government requirement.

B.6. Cyber / CUI Placeholder. If Seller will receive or access covered defense information (CDI), controlled unclassified information (CUI), export-controlled information (*i.e.*, ITAR-controlled "Technical Data" or EAR-controlled "Technology"), or customer sensitive information, Seller shall comply with the cybersecurity requirements identified in the purchase order, which may include DFARS 252.204-7012, DFARS 252.204-7019, DFARS 252.204-7020, CMMC requirements, NIST SP 800-171, incident reporting, and flowdown obligations.

B.7. Counterfeit Electronic Parts. If applicable, Seller shall comply with DFARS counterfeit electronic parts requirements and Buyer's counterfeit avoidance requirements, including source restrictions, traceability, inspection, reporting, and flowdown.

B.8. Domestic Preference / Specialty Metals. If applicable, Seller shall comply with domestic preference, specialty metals, Buy American Act, Trade Agreements Act, Build America Buy America Act (BABA), country-of-origin, and other sourcing restrictions identified in the purchase order or applicable flowdown clauses.

B.9. Small Business / Labor / Ethics. If applicable, Seller shall comply with small business, labor, equal opportunity, trafficking, ethics, and other socioeconomic flowdowns identified in the purchase order or applicable flowdown clauses.

B.10. Quality/Product Safety. Seller shall ensure personnel performing work affecting product conformity or product safety are competent, appropriately trained, and aware of: (i) their contribution to product conformity; (ii) their contribution to product safety; and (iii) the importance of ethical behavior and reporting of nonconformities or safety concerns. Where applicable to the Goods, Seller shall maintain appropriate foreign object debris/damage (FOD) prevention controls, including clean work areas, product protection, inspection, and packaging controls reasonably designed to prevent introduction of foreign material. Where special processes are required by specification or purchase order, Seller shall use the applicable approved process revision identified in the purchase order or specification and shall identify such revision on applicable certifications upon request. For age-sensitive or shelf-life-controlled materials, Seller shall provide applicable manufacture date, lot identification, expiration date, and remaining shelf life as reasonably required by Buyer or specification. Measuring and test equipment used to verify product conformity shall be calibrated and traceable to nationally or internationally recognized standards where applicable.

B.11. Conflict of Interest. Seller represents that no actual organizational conflict of interest or prohibited personal conflict of interest exists that would impair Seller's ability to perform the purchase order objectively and in compliance with applicable law or customer requirements. Seller shall promptly notify Buyer of any actual, potential, or perceived conflict of interest relating to the purchase order.

B.12. Communications with Buyer's Customer. Unless authorized in writing by Buyer, Seller shall not directly coordinate with Buyer's customer or the Government regarding scope, technical direction, contractual matters, schedule commitments, or changes relating to the purchase order.

B.13. Restricted Party / Debarment Status. Seller represents that neither Seller nor, to Seller's knowledge, its principals are debarred, suspended, sanctioned, denied, or otherwise restricted from participating in U.S. Government contracting or export-controlled activities. Seller shall promptly notify Buyer of any change to such status.

EXHIBIT C - EXPORT, SANCTIONS, IMPORT, AND TRADE COMPLIANCE ADDENDUM

C.1. Classification Data. This Exhibit applies to all purchase orders issued by Buyer. The obligations contained herein apply only to the extent applicable to the Goods, software, technology, technical data, services, documentation, or other deliverables supplied under the applicable purchase order (*i.e.,* those items/data that are covered by U.S. export control laws and regulations).

C.2 Compliance with Trade Laws. Seller shall comply with all applicable export control, import, customs, sanctions, antiboycott, anti-corruption, and other international trade laws and regulations applicable to the Goods, data or services supplied under the purchase order, including, where applicable, the International Traffic in Arms Regulations ("ITAR"), the Export Administration Regulations ("EAR"), regulations administered by the Office of Foreign Assets Control ("OFAC"), U.S. Customs laws, U.S. antiboycott regulations, and applicable foreign export control laws governing Seller's performance. Seller shall not take any action that would cause Buyer to violate any applicable trade compliance law or regulation.

C.3 Export Classification, Origin, and Trade Information. Upon request, and prior to delivery where reasonably necessary for Buyer's compliance obligations, Seller shall provide complete and accurate trade compliance information for the Goods, software, technology, technical data, services, and documentation supplied under the purchase order, including, as applicable: Export jurisdiction (*e.g.,* ITAR, EAR, or other applicable jurisdiction) and classification, such as United States Munitions List ("USML") category or Export Control Classification Number ("ECCN"); Harmonized Tariff Schedule (HTS) classification & Schedule B classification (if applicable); Country of origin; and any other information reasonably necessary or requested by Buyer to support export, import, customs, licensing, or government contract compliance. Seller represents that such information is accurate to the best of Seller's knowledge following reasonable diligence. Seller shall promptly notify Buyer in writing of any correction, modification, or change to previously provided classification, jurisdiction, origin, licensing, or trade compliance information.

C.4 Export-Controlled Goods and Technology. Seller shall not export, reexport, transfer, release, disclose, provide access to, or otherwise furnish any export-controlled Goods, software, technology, technical data, defense articles, defense services, or controlled information except in compliance with applicable law and any written instructions provided by Buyer. Where required by applicable law, Seller shall obtain and maintain all required governmental authorizations relating to its own activities and shall comply with all conditions applicable to such authorizations. Seller shall not provide access by any foreign person to ITAR-controlled technical data, defense articles, defense services, EAR-controlled technology requiring authorization, or other export-controlled information without all required governmental authorization.

C.5 Restricted Party Screening. Seller shall maintain commercially reasonable procedures to screen parties involved in the performance of the purchase order against applicable U.S. Government restricted party lists, including, where appropriate, customers, subcontractors, suppliers, freight forwarders, brokers, consignees, and other parties participating in the transaction. Seller shall not knowingly involve any sanctioned, denied, debarred,

blocked, restricted, or prohibited person, entity, destination, or end use in connection with the performance of the purchase order.

C.6 Subcontractors and Flowdown. Seller shall flow down all applicable export control, sanctions, customs, and trade compliance obligations to subcontractors and suppliers supporting performance of the purchase order. Seller remains fully responsible for compliance by its subcontractors and suppliers and shall exercise commercially reasonable oversight to ensure compliance with applicable trade laws and the requirements of this Exhibit.

C.7 Notification of Material Trade Compliance Matters. Seller shall promptly notify Buyer in writing upon becoming aware of any matter reasonably likely to materially affect Buyer's trade compliance obligations relating to the purchase order, including: any actual or suspected violation of export control, sanctions, customs, antiboycott, forced labor, or international trade laws relating to the Goods or services; any governmental investigation, enforcement action, administrative proceeding, seizure, detention, or penalty relating to the Goods or services; any material change in export jurisdiction, classification, licensing status, country of origin, preferential origin, or transfer restrictions; any suspension, debarment, denial of export privileges, sanctions designation, or similar governmental restriction affecting Seller's ability to perform; or any inability to obtain or maintain governmental authorization necessary for Seller's performance.

C.8 Cooperation with Buyer. Seller shall reasonably cooperate with Buyer in connection with export, import, customs, sanctions, and government contract compliance activities, including supporting: export license applications; customs entries; duty drawback claims; free trade agreement qualification; classification requests; Commodity Jurisdiction requests; Commodity Classification (CCATS) requests; government audits; governmental inquiries; voluntary disclosures, where appropriate; and requests for documentation relating to the Goods or services supplied. Seller shall timely provide any documentation reasonably requested by Buyer to support such activities.

C.9 Records. Seller shall maintain all records required by applicable trade compliance laws and regulations and shall retain such records for the longer of: (a) the retention period required by applicable law; or (b) seven (7) years following completion of the applicable purchase order. Upon reasonable request, Seller shall make such records available to Buyer to the extent reasonably necessary to verify compliance with this Exhibit.

C.10 Material Breach. Compliance with this Exhibit is a material requirement of each purchase order. Any material violation of this Exhibit shall constitute a material breach of the applicable purchase order and shall entitle Buyer to exercise any rights or remedies available under the purchase order, including, where applicable, Sections 10 (Indemnity), 14 (Export Controls; Sanctions; Restricted Parties), 21 (Termination), and any other applicable provision of the Global Master Terms and Conditions.

EXHIBIT D - LOGISTICS, PACKAGING, SHIPPING, AND ROUTING ADDENDUM

D.1. Packaging. Seller shall package, mark, label, preserve, and ship Goods to prevent damage, deterioration, electrostatic discharge, corrosion, contamination, or loss and to comply with Buyer's routing guide and any customer/site-specific requirements.

D.2. Documentation. Each shipment must include a packing list, Buyer purchase order number, line item, Buyer part number, revision level, quantity, serial/lot numbers if applicable, country of origin, certificates of conformance, test reports, and other documents required by the purchase order.

D.3. Delivery Terms. Unless otherwise stated on the purchase order, delivery terms are Free Carrier (FCA) Seller's facility (Incoterms® 2020). Title and risk of loss shall pass to Buyer in accordance with the stated Incoterms® 2020 rule; provided, however, that such transfer shall not limit Buyer's rights of inspection, rejection, or revocation of acceptance.

D.4. Premium Freight. Seller is responsible for premium freight and expediting costs required because of Seller delay, nonconformance, incorrect shipment, documentation error, or failure to follow routing instructions.

D.5. Hazardous Materials. Seller shall provide applicable safety data sheets and hazardous material information required by applicable law.

D.6. Quality Documentation. Seller shall provide all certifications, traceability documents, material certifications, country-of-origin declarations, trade-preference certifications, and quality records reasonably required by Buyer or applicable specifications, including certificates of conformance signed by authorized quality personnel where required.

EXHIBIT E - CONTACT INFORMATION

The address and contact information for DESAPRO, Inc. is provided below for reference in connection with purchase orders issued under these Ts&Cs. This information reflects the most recently available public record as of August 2026 and should be verified by the parties before use.

DESAPRO, Inc.

435 Gus Hipp Boulevard

Rockledge, FL 32955

Phone: (321) 674-6804