ORBIS TERMS AND CONDITIONS OF PURCHASE

1. **Acceptance**. These ORBIS Terms and Conditions of Purchase (these "***Terms***") are the only terms that govern the purchase of the goods and/or services described on the applicable Purchase Order (such goods and/or services, collectively, the "***Work***") by ORBIS Corporation or the applicable subsidiary of ORBIS Corporation ("***ORBIS***") from the seller or provider of the Work ("***Seller***"). These Terms, together with the purchase order, service order, work order, order form, or any other ordering document or document of similar effect (regardless of its title or designation) issued by ORBIS and referencing these Terms (each, a "***Purchase Order***," and together with these Terms, this "***Agreement***"), are an offer to purchase the Work. ORBIS may revoke such offer at any time prior to its acceptance by Seller. ORBIS' performance is conditioned upon Seller's agreement to these Terms. If any of these Terms are not acceptable to Seller, Seller shall notify ORBIS immediately. If ORBIS does not receive Seller's written objection to these Terms within three (3) days after Seller receives the applicable Purchase Order from ORBIS, or if Seller performs or delivers the Work, these Terms will be deemed irrevocably accepted by Seller. No ORBIS entity shall be deemed an agent of another ORBIS entity. Any Purchase Order issued to Seller by an ORBIS entity will form the basis of an independent bilateral contract between Seller and such ORBIS entity, and no other ORBIS entity will be bound thereby or responsible for the performance thereof. Notwithstanding anything in these Terms to the contrary, if the parties have signed a written contract covering the purchase of the Work covered hereby, then the terms and conditions of said contract will prevail to the extent they are inconsistent with these Terms.

2. **Entire Agreement**. This Agreement is intended by the parties to be the final expression of their agreement as it relates to the matters contained in this Agreement, and is intended as a complete and exclusive statement of the terms and conditions hereof. For the avoidance of doubt, the provisions of any proposal, quotation, order acknowledgement or confirmation, invoice, or other document supplied by Seller pertaining to the Work or this Agreement that are inconsistent with these Terms will not constitute a part of the parties' contract, and ORBIS' failure to object to such provisions will not be construed as an acceptance of any such provision or as a waiver of any of these Terms. WITHOUT LIMITING THE FOREGOING, ORBIS HEREBY EXPRESSLY OBJECTS TO AND REJECTS ALL TERMS THAT ARE ADDITIONAL, INCONSISTENT, OR CONTRADICTORY TO THESE TERMS, REGARDLESS OF WHETHER SUCH TERMS ARE SPECIFIED IN A PROPOSAL, QUOTATION, ACKNOWLEDGEMENT, CONFIRMATION, INVOICE, EMAIL, OR OTHER DOCUMENT SUPPLIED BY SELLER, INCLUDING, WITHOUT LIMITATION, THOSE TERMS AND CONDITIONS LIMITING WARRANTIES, LIABILITY, REMEDIES, AND INDEMNITY. No additional or contradictory terms will be effective unless expressly agreed to in a writing hand-signed by an officer of ORBIS. No online or electronic terms or conditions will be binding upon ORBIS even though ORBIS may have "accepted" such terms in order to access or use a system, including, but not limited to, an order entry system. The URL at which these Terms are accessible may change from time to time, and Seller hereby agrees that any such change will not diminish the applicability of these Terms with respect to future Purchase Orders, notwithstanding any failure or delay in updating such URL in such Purchase Orders.

3. **Packing**. Seller shall label, pack, and ship all goods included in the Work in accordance with any instructions provided by ORBIS and in accordance with good commercial practices to ensure that no damage results from weather or transportation, or otherwise. No extra charges will be allowed for labeling, packing, and shipping unless specified on the applicable Purchase Order.

4. **Quantity**. The quantity of any goods that are delivered as part of the Work may not be greater or less than the amount specified in the applicable Purchase Order unless otherwise agreed to by ORBIS in writing. ORBIS may return excess quantities to Seller at Seller's expense.

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5. **Blanket Purchase Orders**. In the event that a Purchase Order states that it is a blanket purchase order, any quantities listed thereon will be estimates only, and ORBIS reserves the right to increase or decrease the quantity ordered at any time in its sole discretion. Any such Purchase Order will not create any commitment on the part of ORBIS to purchase any Work from Seller. With respect to such Purchase Orders, ORBIS shall only be obligated to purchase, and Seller shall only be obligated to sell, the Work in the quantities and at the times specified in the written instructions of ORBIS or ORBIS' authorized agent.

6. **Price**. Unless otherwise specified on the applicable Purchase Order, the prices charged to ORBIS for goods are for delivery in accordance with 2020 Incoterms DDP to ORBIS' premises, and the prices charged to ORBIS for services are for services to be performed at a location of ORBIS' choosing. No additional taxes, tariffs, duties, charges, or fees of any kind or nature, including taxes, shipping or packaging charges, travel or other out-of-pocket expenses, customs, duties, or other fees or assessments, will be allowed unless specifically agreed to by ORBIS on the applicable Purchase Order. Seller shall not charge ORBIS a price higher than the price stated on the applicable Purchase Order or the last price quoted by Seller or charged to ORBIS, whichever is lower, without the written approval of ORBIS. Seller warrants that the prices charged ORBIS on the applicable Purchase Order are no higher than prices charged on orders placed by others for similar services or similar quantities of goods on similar conditions subsequent to the last general announced price change, and any reduction in the price of the Work subsequent to the date of a Purchase Order will result in a corresponding reduction in price to the Work not yet performed or delivered, effective retroactively to the date of the applicable Purchase Order. If Seller breaches the foregoing warranty, the prices for the Work will be reduced accordingly, retroactive to the date of such breach. In the event ORBIS discovers an opportunity to obtain a lower price for reasonably equivalent goods or services from another supplier, Seller shall, upon receiving notice from ORBIS of such lower price, sell the applicable Work to ORBIS at such lower price. If the applicable Purchase Order expressly provides for the reimbursement of any of Seller's expenses, then, as a condition precedent to receiving reimbursement for any such expenses, Seller shall provide ORBIS with receipts and other evidence of such expenses reasonably requested by ORBIS, and Seller shall comply in all respects with ORBIS' expense reimbursement policies as in effect from time to time. No amount of specified compensation will be considered as an estimate but always as a not-to-exceed amount to complete the Work, which will be lowered to the extent that, if working on a pay-for-time basis, Seller spends less time than contemplated.

7. **Payment**. Unless otherwise stated on the applicable Purchase Order, payment terms are net ninety (90) days within the tenth (10^{th}) or twenty-fifth (25^{th}) of the month (first occurring). The invoice payment period and the determination of any discount periods will start on the later of the date: (a) Seller's invoice is received by ORBIS' accounts payable department; and (b) the Work is completed by Seller and received by ORBIS at the appropriate location. If the invoice receipt by ORBIS is delinquent, or if a pricing discrepancy results when comparing the invoice amount to the amounts listed on the applicable Purchase Order, processing of the invoice may be delayed and ORBIS shall nevertheless be entitled to take any applicable cash discount. All amounts of any discounts not subtracted from the purchase price at the time of payment will accumulate to ORBIS' benefit, and will be payable to ORBIS upon demand together with twelve percent (12%) annual interest from the date of ORBIS' payment of the purchase price to Seller. Seller shall not retain any lien, security interest, or other right in any of the Work. ORBIS shall not have any obligation to pay, or other liability with respect to, any amounts for which Seller does not provide a complete and accurate invoice within six (6) months following the delivery or performance of the applicable Work, and Seller hereby irrevocably waives all rights and remedies with respect to such amounts.

8. **Setoff**. ORBIS may set off any amount due from Seller, whether or not under a Purchase Order or this Agreement, against any amount due Seller hereunder. Seller may not set off any amount due from ORBIS, whether or not under this Agreement, against any amount due ORBIS hereunder without the prior written consent of an officer of ORBIS.

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9. **Inspection**. The Work is subject to inspection and approval at ORBIS' designated destination. ORBIS shall have a reasonable amount of time to complete such inspection, but in no event less than thirty (30) days. ORBIS may inspect, during regular business hours, Seller's facilities where the Work is made or performed.

10. **Acceptance or Rejection**. ORBIS hereby reserves the right to reject and refuse acceptance of any of the Work that is not in accordance with ORBIS' instructions, specifications, drawings, or data, Seller's warranties (express or implied), or otherwise unsatisfactory to ORBIS in its reasonable discretion. If ORBIS rejects any of the Work, at ORBIS' sole option: (a) ORBIS may cancel the applicable Purchase Order without charge or expense to ORBIS, and Seller shall reimburse ORBIS for any amounts paid by ORBIS on account of the purchase price of such rejected Work and immediately reimburse ORBIS for any damages incurred by ORBIS in connection with Seller's provision of such defective Work; or (b) Seller shall immediately replace all rejected goods at no extra cost to ORBIS, reperform any rejected services in a manner acceptable to ORBIS, and reimburse ORBIS for any damages incurred by ORBIS in connection with Seller's provision of such defective Work. Payment by ORBIS will not constitute acceptance of the Work nor impair ORBIS' right to inspect the Work or invoke any of its remedies provided in this Agreement. Goods not accepted will be held or returned to Seller at Seller's risk and expense. All remedies specified herein are cumulative and in addition to all other or future remedies provided at law or in equity.

11. **Risk of Loss; Title**. Seller shall bear all risk of loss and shall be responsible for any and all loss or damage to the Work until ORBIS' acceptance of the Work, at which point title to the Work will pass to ORBIS.

12. **No Identification After Breach**. If ORBIS wrongfully rejects or revokes acceptance of any of the Work, fails to make any payment due hereunder, or repudiates with respect to any of the Work, Seller shall not have any right to identify any goods to the contract after it learns of the rejection, revocation, breach, or repudiation.

13. **Corrections and Changes**.

(a) At any time before delivery or performance of the Work, ORBIS shall have the right to make changes in or to quantities, specifications, delivery destinations or schedules, or methods of shipping or packing related to the Work. If such changes cause an increase or decrease in prices or in time required for performance, Seller shall notify ORBIS thereof, with reasonable detail and support for such changes, within five (5) days of receipt of such change. If ORBIS approves of such proposed change, ORBIS shall issue a revised Purchase Order. The revised Purchase Order will constitute a change order, and the definition of the Work and, if applicable, the amount of compensation and/or the scheduled performance completion date will be revised accordingly. If Seller fails to provide timely notice in accordance with this Section, such change will be deemed finally and irrevocably accepted by Seller with no change in price or time for performance.

(b) Seller shall not modify this Agreement or change the materials or methods Seller uses to complete the Work without the prior written consent of ORBIS. Seller shall not make any changes to the components, composition, processes, or material sources of supply with respect to any of the Work without first obtaining ORBIS' prior written consent thereto. Seller shall notify ORBIS of any such change prior to shipping or performing any of the Work so affected to or for ORBIS. Such changes will not be binding on ORBIS unless evidenced by a change order issued by ORBIS.

14. **Time for Performance**. Time is of the essence. ORBIS' acceptance of any of the Work before or after the delivery date specified in the applicable Purchase Order will not operate as a waiver of any of ORBIS' rights, including, but not limited to, its rights to damages for such early or late delivery. In

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the event of a late shipment, ORBIS shall have the right to require Seller to ship the Work via premium freight, at Seller's sole cost and expense. Any provision in the applicable Purchase Order providing for the performance or delivery of the Work in installments will not be construed as making the obligations of Seller severable. In the event of Seller's delay in performing or failure to perform (including if deliveries are not made at the time and in the quantities specified in the applicable Purchase Order) or in the event of any other breach of these Terms, in addition to all other remedies available, ORBIS shall have the right to: (a) require Seller to procure the Work from other sources; (b) procure some or all of the Work itself from other sources and reduce or terminate ORBIS' obligation to Seller under the applicable Purchase Order, without liability to Seller; or (c) cancel the applicable Purchase Order or this Agreement (in whole or in part), without liability to Seller.

15. **Notice of Delay**. Whenever any occurrence or event affecting Seller or its subcontractors or suppliers delays or threatens to delay the timely performance of this Agreement, Seller shall immediately give written notice thereof to ORBIS. At ORBIS' request, Seller shall provide adequate assurances that the delay or failure to perform will not exceed five (5) days. If Seller fails to provide such assurances within one (1) day of ORBIS' request or fails to perform within the five (5) day period, then ORBIS shall have the right to immediately cancel the applicable Purchase Order, all other outstanding Purchase Orders, and/or this Agreement without liability to Seller, and ORBIS shall have all remedies available to it against Seller.

16. **Termination**.

(a) ORBIS shall have the right to terminate any Purchase Order or this Agreement (in whole or in part) at any time for any reason or no reason, without liability to Seller, by notice to Seller.

(b) Without limiting the foregoing, in addition to all other remedies available to ORBIS, ORBIS shall have the right to terminate any Purchase Order or this Agreement (in whole or in part) at any time, without liability to Seller, upon notice thereof to Seller: (i) if Seller fails to perform its duties or obligations hereunder at the times and in the manners specified in the applicable Purchase Order; (ii) in the event Seller breaches any other term of this Agreement; or (iii) upon any actual or alleged insolvency of Seller or the commencement of any related reorganization or other proceeding.

(c) When Seller receives notice of termination from ORBIS, Seller shall take all necessary action to protect the property in Seller's possession in which ORBIS has or may acquire an interest, and to the extent specified in such notice, Seller shall stop work and the placement of subcontracts under this Agreement and shall terminate work under subcontracts outstanding hereunder. Under no circumstances will ORBIS have any liability to Seller relating to standard, non-custom goods that were not shipped by Seller prior to ORBIS' termination of the applicable Purchase Order. If the Work includes any custom goods manufactured to ORBIS' specifications, Seller shall submit to ORBIS any termination claim for Seller's actual, unavoidable costs incurred in producing such goods within sixty (60) days after the effective date of the termination. ORBIS hereby reserves the right to accept or reject any such claim in whole or in part. In the event ORBIS accepts and pays any such claim, title to any materials and completed or uncompleted Work that is so paid for will immediately pass to ORBIS, and Seller shall deliver such materials and Work to ORBIS at Seller's expense.

17. **Survival; Transition Assistance**. The parties' rights and obligations which by their nature should continue beyond the termination or other conclusion of this Agreement, including, but not limited to, those regarding confidentiality, intellectual property, warranties, compliance with laws, non-solicitation of employees, insurance, and indemnification, will survive such termination or conclusion. Following the termination or other conclusion of this Agreement for any reason, Seller shall provide ORBIS with such transition assistance services as may be reasonably requested by ORBIS on an "at-cost" basis.

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18. **Certificates of Origin**. Upon ORBIS' request, Seller shall promptly provide ORBIS with all certificates of origin or domestic value add, and all other information related to the costs and/or places of origin of the Work and the materials and/or components contained in the Work or used in the performance of the Work, as may be required by ORBIS to comply fully with all customs, duties, tariffs and other applicable governmental regulations.

19. **Records**. Seller shall maintain complete and accurate records relating to the provision of the Work in such form as ORBIS approves. During the period in which Seller is providing Work to ORBIS hereunder, and for a period of two (2) years thereafter, upon ORBIS' request, Seller shall allow ORBIS or ORBIS' representative to inspect and make copies of such records and interview Seller's personnel in connection with the provision of the Work. ORBIS shall have the right to inspect Seller's facilities and records, and that of Seller's suppliers and any approved subcontractors, at any time from time to time, upon not less than twenty-four (24) hours prior notice (written, oral, or otherwise).

20. **Trademarks**. ORBIS represents that all of the trademarks ORBIS requests Seller to affix to the Work are owned or authorized for use by ORBIS. Seller shall not acquire and shall not claim any right, title, or interest in or use of any such trademarks on any articles produced for or provided to anyone other than ORBIS. Any goods included in the Work that are particular to ORBIS' design, either as an assembly or component part of any assembly, as well as any Work bearing any trademark or identification mark of ORBIS, may not bear any trademark or other designation of Seller or a third party.

21. **Solicitation of Personnel**. For so long as there is any Purchase Order in effect and for a period of twelve (12) months thereafter, Seller shall not solicit for employment any employee or contractor of ORBIS. ORBIS is not to be restricted from soliciting any employee, contractor, or customer of Seller. Seller hereby agrees that the duration, scope, and geographical area of the restrictions contained in this Section are reasonable.

22. **Confidentiality**.

(a) If Seller and ORBIS are parties to a confidentiality and/or non-disclosure agreement (the "***NDA***"), then the terms of the NDA are hereby incorporated herein by this reference and will control the disclosure of any confidential or proprietary information hereunder. If the NDA expires prior to the termination or other conclusion of this Agreement, then the NDA is hereby deemed renewed and extended until such termination or other conclusion.

(b) If Seller and ORBIS are not parties to such an NDA, then all non-public, confidential, or proprietary information of ORBIS or ORBIS' affiliates, customers, or suppliers, including, without limitation, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates (collectively, "***Confidential Information***"), disclosed by ORBIS to Seller, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the use of performing the applicable Purchase Order, and must not be disclosed or copied unless expressly authorized by ORBIS in writing; provided, however, the foregoing restrictions do not apply to information that is lawfully obtained by Seller on a non-confidential basis from a third party without confidentiality obligations in regard to such information. Upon ORBIS' request, Seller shall promptly return all documents and other materials received from ORBIS. Seller shall not disclose or use ORBIS' name in any general advertising, nor disclose that ORBIS is a client or customer of Seller, without ORBIS' prior written consent thereto.

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(c) Seller shall not use, access, or permit the use of any Confidential Information (whether or not such Confidential Information has been aggregated, anonymized, de-identified, or otherwise modified) for the purpose of training, fine-tuning, testing, improving, or otherwise developing any artificial intelligence or machine learning system, model, algorithm, or tool, including, but not limited to, generative artificial intelligence, natural language processing models, neural networks, predictive analytics, or similar technologies.

(d) ORBIS is entitled to injunctive relief for any violation of this Section without the necessity of proving damages or posting bond.

23. **Information Security Incident**. In the event that Seller or any of its personnel become aware of or suspect a data security breach, any unauthorized access, use, loss, theft, damage, or acquisition of ORBIS' data, or any other event that compromises the security, confidentiality, or integrity of ORBIS' data ("***Incident***"), Seller shall: (a) promptly communicate the nature of the Incident to ORBIS; (b) assist ORBIS with mitigating the damages resulting from the Incident; and (c) allow ORBIS to have sole control over the timing, content, and method of providing notification to the impacted individuals and applicable governmental authorities. In addition to any other remedies available to ORBIS under this Agreement, in law, or in equity, for any Incident resulting, in whole or in part, from the acts or omissions of Seller or its personnel, Seller shall: (i) take any corrective actions necessary to remedy the Incident; and (ii) reimburse ORBIS for its costs and expenses relating to the Incident, such as (1) ORBIS' costs incurred in notifying impacted individuals, governmental authorities, and credit bureaus, (2) ORBIS' attorneys' fees and public relations' fees incurred in response to the Incident, (3) ORBIS' costs of obtaining credit monitoring services and identity theft insurance for the benefit of the impacted individuals, (4) call center support to notify impacted individuals, (5) all fines, penalties, or charges assessed by any governmental entity, and (6) forensic IT services and e-discovery services used by ORBIS relating to the Incident, with (1)–(6) being hereby deemed direct damages and not subject to any caps on liability or exclusion of damages set forth elsewhere in this Agreement or in any other document or agreement (if any).

24. **ORBIS-Furnished Property**. Seller shall not disclose to any third party or use, reproduce, or appropriate any material, tooling, drawing, design, or other property or data furnished by ORBIS ("***ORBIS-Furnished Property***"), nor shall Seller use ORBIS-Furnished Property to produce, manufacture, or provide more of the Work than is required hereunder. All ORBIS-Furnished Property is being provided for use on an "as-is" basis, and ORBIS makes no representations or warranties with respect thereto, whether express or implied. Title to ORBIS-Furnished Property will remain with ORBIS at all times. ORBIS has no obligation to furnish any ORBIS-Furnished Property, and Seller is solely responsible for obtaining and maintaining the tools and equipment necessary for the fulfillment of its obligations hereunder, including all repair and replacement costs associated therewith. Seller shall bear the risk of loss or damage to all ORBIS-Furnished Property unless such loss or damage is solely, directly, and proximately caused by ORBIS. All ORBIS-Furnished Property, together with spoiled and surplus materials, must be returned to ORBIS at termination or other conclusion of this Agreement or upon ORBIS' demand, whichever occurs first, unless ORBIS otherwise directs. All designs, sketches, patterns, tools, equipment, special appliances, software, plans, documents, models, interfaces, data, and configurations ("***Equipment***") paid for directly or indirectly (including as part of the purchase price, whether or not specifically itemized) by ORBIS are ORBIS-Furnished Property and subject to the terms of this Section. Any Equipment purchased, furnished, or used by Seller in its performance of its obligations under this Agreement that does not become ORBIS-Furnished Property under this Section is subject to ORBIS' option, at any time and from time to time, to purchase from Seller some or all of such Equipment, and upon the exercise of such option, ORBIS shall become the owner and entitled to possession of the same. The purchase price for such Equipment may not exceed the initial cost of such Equipment less any accumulated depreciation. Seller shall not sell or otherwise dispose of any such Equipment without the prior written consent of ORBIS.

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25. **Intellectual Property License**. To the extent not ORBIS-Furnished Property, Seller hereby grants to ORBIS an irrevocable, non-exclusive, fully transferable, sublicensable, fully paid-up, royalty-free license to make, have made, use, and sell any invention, improvement, or discovery (whether or not patentable) that Seller conceives, develops, or first actually reduces to practice in the course of performing a Purchase Order. Seller hereby agrees, and shall cause its employees and subcontractors to agree, that with respect to any of the Work that may qualify as "work made for hire" as defined in 17 U.S.C. §101, such Work is a "work made for hire" for ORBIS. To the extent that any of the Work does not constitute a "work made for hire," Seller hereby irrevocably assigns, and shall cause its employees and subcontractors to irrevocably assign, to ORBIS, in each case without additional consideration, all right, title, and interest throughout the world in and to the Work, including all intellectual property rights therein.

26. **Compliance with Laws**.

(a) Seller shall ensure that at all times it has and maintains all licenses, permissions, authorizations, consents, and permits that it needs in order to carry out its obligations under this Agreement and that it complies with all applicable statutory and regulatory requirements relating to the production and/or performance of the Work.

(b) Seller represents and warrants that it is in compliance with, and shall continue to comply with, all applicable laws, rules, regulations, orders, conventions, ordinances, standards, and other governmental and regulatory requirements of the country(ies) and jurisdiction(s) of performance, or that relate to the production, packaging, delivery, performance, licensing, approval, or certification of the Work, including, without limitation, those relating to environmental matters, the handling and transportation of dangerous goods or hazardous materials, data protection and privacy, wages, hours, and conditions of employment, subcontractor selection, discrimination, occupational health/safety, and motor vehicle safety. This includes, without limitation, that the Work was produced or performed in compliance with, and meets, all applicable requirements and standards of the Fair Labor Standards Act and the regulations and orders of the United States Department of Labor issued thereunder, the Occupational Health and Safety Act, and applicable affirmative action laws.

(c) Seller represents and warrants that neither it nor any of its subcontractors, vendors, agents, or other associated third parties utilize or will utilize child, slave, prisoner, or any other form of forced or involuntary labor, or engage or will engage in abusive employment or corrupt business practices, in the provision of the Work. Seller shall comply with all applicable anti-corruption laws, including, without limitation, the US Foreign Corrupt Practices Act and the UK Bribery Act. Neither Seller nor any of its subcontractors, vendors, agents, or other associated third parties engage in or will engage in any form of commercial bribery nor directly or indirectly provide or offer to provide anything of value to or for the benefit of any official or employee of a governmental authority or of any government-owned, government-controlled, or government-affiliated entity to obtain or retain any contract, business opportunity, or other business benefit or to influence any act or decision of that person in his/her official capacity.

(d) Seller represents and warrants that Seller is and shall at all times remain in compliance with all laws administered by the US Treasury Office of Foreign Assets Control or any other governmental entity imposing economic sanctions and trade embargoes ("***Economic Sanctions Laws***") against designated countries, entities, and persons (each, an "***Embargoed Target***"). Seller represents and warrants that Seller is not an Embargoed Target or subject to any Economic Sanctions Law. Seller shall not: (i) directly or indirectly export, re-export, transship, or otherwise deliver any goods, including goods included within the Work, to an Embargoed Target; or (ii) broker, finance, or otherwise facilitate any transaction in violation of any Economic Sanctions Law.

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(e) Seller represents and warrants that none of the goods included in the Work (including the packaging of such goods) contains any PFAS substances in any amount. Seller shall indemnify, defend, and hold each of the Indemnitees harmless from and against any and all Losses directly or indirectly arising from or relating to, or alleged to arise from or relate to, any goods or tangible property provided to ORBIS containing any PFAS, or any violation or alleged violation by any goods included in the Work or their packaging of: (i) the California Safer Food Packaging Cookware Act of 2021; (ii) the Maine Act to Stop Perfluoroalkyl and Polyfluoroalkyl Substances Pollution; (iii) the New York Hazardous Packaging Act, Title 2 of Article 37 of the Environmental Conservation Law; (iv) the California Safe Drinking Water and Toxic Enforcement Act of 1986, a/k/a Proposition 65; and/or (v) any other current or future laws, rules, regulations, orders, conventions, ordinances, standards, or other governmental or regulatory requirements applicable to the prohibition, restriction, or registration of PFAS (collectively, "***PFAS Laws***"). Seller shall notify ORBIS within twenty-four (24) hours of shipping any goods or tangible property (including the packaging) to ORBIS that contain or may potentially contain any PFAS substances in any amount. As used herein, "***PFAS***" means all substances that include any member of the class of fluorinated organic chemicals containing at least one fully fluorinated carbon atom.

27. **Compliance with Policies**. Seller shall comply with all ORBIS policies, and all policies of ORBIS' customers, that are applicable to Seller and/or the Work and that ORBIS makes Seller aware of, including, without limitation, the Menasha Corporation Supplier Code of Conduct, which is accessible at https://docs.orbiscorporation.com/suppliercodeofconduct and hereby incorporated herein by reference. Without limiting the foregoing, Seller shall ensure that all personnel while on ORBIS' site abide by the current procedures and regulations for personnel performing services on an ORBIS site and all other reasonable safety, security, and other instructions and directions issued by ORBIS, as well as all applicable federal, state, provincial, and local laws and regulations. ORBIS hereby reserves the right, in its sole discretion, to require any personnel of Seller to leave and not return to any ORBIS site.

28. **Use of Artificial Intelligence**. Except with the express, prior written consent of an officer of ORBIS, Seller shall not, and shall ensure that its affiliates, employees, contractors, agents, and any third party(ies) acting on its behalf do not, utilize, incorporate, or rely on any artificial intelligence or machine learning technologies, tools, models, or systems (collectively, "***AI Tools***") to generate or materially contribute to any deliverables or other work product included within the Work. Notwithstanding the foregoing, Seller may use AI Tools solely for internal purposes (such as research assistance, grammar correction, or drafting internal templates), provided that: (a) such use does not result in any artificial intelligence-generated content being incorporated into the Work; (b) such use does not give rise to any third-party intellectual property claims or open-source obligations with respect to the Work or any Confidential Information; and (c) Seller complies with the restrictions set forth in Section 22(c). Seller represents and warrants that it has implemented commercially reasonable safeguards and internal policies to ensure compliance with this Section.

29. **Government Contracting**. In the event any of the Work is being provided in direct or indirect support of any contract with a governmental entity, all Federal Acquisition Regulation (FAR) clauses (as in effect on the date of such governmental contract) which are required to be flowed down to ORBIS' suppliers and/or subcontractors are hereby incorporated by reference (with any necessary definitional adjustments), with the same force and effect as if they were given in full text, including any notes following the clause citation, to the extent applicable to the Work being provided. **Without limiting the foregoing, Seller shall abide by the requirements of 41 CFR sections 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take**

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affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or disability. Seller shall abide by all provisions of Executive Order 13496 and all relevant rules, regulations, and orders in regard to Executive Order 13496 as found in 29 CFR Part 471, Appendix A to Subpart A.

30. **Insurance**. For so long as there is any Purchase Order in effect and for a period of two (2) years thereafter, Seller shall, at its own expense, procure, maintain, and carry in full force and effect the insurance coverage in the forms and amounts set forth in ORBIS' Minimum Insurance Requirements for Suppliers document, which is accessible at https://docs.orbiscorporation.com/supplierinsurancereqs and hereby incorporated herein by reference. If Seller fails to maintain the insurance required therein, ORBIS shall have the right, in its sole discretion, to purchase such insurance on Seller's behalf and charge back the cost thereof to Seller, with a reasonable markup.

31. **Warranties**. In addition to all warranties prescribed by law, Seller specifically represents, warrants, and guarantees that: (a) the Work will conform strictly to all descriptions (whether oral or written, including on Seller's website or in Seller's catalog and on or in any proposal or quotation), drawings, samples, and any applicable specifications provided or accepted by or available to ORBIS; (b) the Work will be of good merchantable quality; (c) the Work will be fit for the known purposes for which it is sold, provided that Seller shall have the burden of proving (by clear and convincing evidence) that Seller was unaware of ORBIS' intended purpose, and absent such proof, Seller shall be deemed to have known ORBIS' intent to use the Work in the manner ORBIS actually uses the Work; (d) the Work will be free from defects in design, materials, and workmanship; (e) the Work will be free and clear of all liens, encumbrances, and rights of third parties; (f) Seller shall have good and marketable title to all goods included in the Work prior to delivering the Work to ORBIS; (g) all goods included in the Work will be new and not contain any reconditioned parts or materials, except to the extent specifically agreed to by ORBIS in writing prior to delivery of the Work; (h) each of Seller's employees, agents, and representatives assigned to provide services under this Agreement will have the proper skill, training, and background to perform such services in a competent, workmanlike, and professional manner, and Seller shall devote adequate resources to meet its obligations under this Agreement; (i) all services included in the Work will be performed in a timely, workmanlike, competent, and professional manner and in accordance with the highest industry standards and practices; (j) the Work and all aspects of the performance thereof will comply with all applicable federal, state, provincial, and local laws, regulations, orders, and ordinances; and (k) the Work and ORBIS' authorized use thereof does not and will not infringe or misappropriate or contribute to the infringement or misappropriation of any patents, copyrights, trademarks, trade names, or other intellectual property or proprietary rights. In addition to the foregoing, Seller hereby assigns to ORBIS, and covenants to fully cooperate with ORBIS in enforcing, all rights and warranties provided by any third-party manufacturer of any goods or parts which are included in, or provided to ORBIS in connection with, the Work. All such warranties, including warranties prescribed by law, will run to ORBIS, its successors, assigns, and customers, and to users and beneficiaries of the Work. Seller's warranties under this Agreement are cumulative and in addition to any other warranty provided by law or equity.

32. **Seller Expertise; Seller Personnel**. Seller is an expert fully competent in all aspects related to providing the Work. Seller shall not deny any responsibility or obligation to ORBIS on grounds that ORBIS provided recommendations, guidance, reviews, inspections, audits, approval, or assistance with regard to any aspect of the Work or this Agreement. Seller hereby acknowledges ORBIS' reliance upon Seller's expertise. Any reviews, inspections, or approvals by ORBIS will not relieve Seller of its obligations under this Agreement, or waive any rights that ORBIS may have. Seller shall source and procure all materials and component parts for all of the Work in accordance with the requirements of this Agreement. ORBIS shall have the right, in its sole discretion, to require that Seller immediately remove any personnel

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from performing the Work. In such an event, Seller shall, upon ORBIS' request, promptly furnish replacement personnel with the requisite skills, training, and experience. ORBIS' exercise of, or failure to exercise, its rights under this Section will not in any way limit the obligations of Seller to perform its obligations under this Agreement.

33. **Indemnification**. SELLER SHALL DEFEND, INDEMNIFY, AND HOLD ORBIS, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, DIRECT AND INDIRECT CUSTOMERS AND USERS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "***INDEMNITEES***") HARMLESS AGAINST ANY CLAIMS, DEMANDS, ACTIONS, PROCEEDINGS, LIABILITIES, LOSSES, OR EXPENSES WHATSOEVER, INCLUDING ALL ATTORNEYS' FEES (COLLECTIVELY, "***LOSSES***"), ARISING FROM OR RELATED TO ANY ACTUAL OR ALLEGED: (A) DEFECT IN THE WORK; (B) FAILURE OF THE WORK TO COMPLY WITH SPECIFICATIONS IN A PURCHASE ORDER, THE EXPRESS OR IMPLIED WARRANTIES OF SELLER, OR ANY OF THE TERMS OF THIS AGREEMENT; (C) ACT OR OMISSION OF SELLER RELATED TO THE PROVISION, SALE, OR USE OF THE WORK; (D) VIOLATION BY THE WORK, OR IN ITS PROVISION, MANUFACTURE, OR SALE, OF ANY STATUTE, ORDINANCE, OR ADMINISTRATIVE ORDER, RULE, OR REGULATION; OR (E) INFRINGEMENT BY ANY OF THE WORK OF ANY PATENT, TRADEMARK OR OTHER TRADE DESIGNATION, TRADE SECRET, COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHT, WHICH RIGHT WAS IN EFFECT AT THE TIME SELLER ACCEPTED THE APPLICABLE PURCHASE ORDER (OTHER THAN INFRINGEMENT CAUSED SOLELY BY SPECIFICATIONS PROVIDED BY ORBIS). ORBIS' RIGHTS AND SELLER'S OBLIGATIONS UNDER THIS SECTION WILL NOT LIMIT ANY OF ORBIS' RIGHTS AGAINST SELLER UNDER ANY LEGAL THEORY, INCLUDING UNDER ANY TORT OR CONTRACT LAW THEORY. If any claim, demand, action, or proceeding is commenced against ORBIS by reason of any of the above matters, ORBIS shall give Seller notice thereof in writing; provided, however, any failure by ORBIS to give such notice will only relieve Seller of liability if, and then only to the extent that, Seller is directly and materially prejudiced thereby. Seller shall pay ORBIS any collection fees and all attorneys' fees incurred by ORBIS in enforcing this Agreement or defending against any claim for breach of this Agreement.

34. **ORBIS' Excuse from Performance**. ORBIS shall be excused from performance under this Agreement if such performance is rendered impracticable by any accident, breakdown, riot, war, delay, labor or transportation problem, act of God, or any other cause or condition, whether of like or different nature, that are beyond ORBIS' reasonable control.

35. **ORBIS' Liability for Damages and Fees**. Under no circumstances will ORBIS be liable for any general, special, indirect, incidental, consequential, or punitive damages, or for any attorneys' fees, arising out of or relating to this Agreement.

36. **Non-Exclusivity**. Nothing herein will be deemed to create an exclusive relationship between the parties. ORBIS has the absolute right to purchase goods or services, including the Work, from sources other than Seller. If ORBIS grants exclusive or "single source" rights under any Purchase Order, then such rights will apply only with regards to such specific Purchase Order (unless otherwise explicitly written in such Purchase Order, which Purchase Order must be hand-signed by an officer of ORBIS in order for such rights to apply and be enforceable) and will not restrict ORBIS' right to procure goods or services similar to the Work in substitution therefor in the event of any delay.

37. **Independent Contractor**. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement may be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties.

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Seller at all times is and shall conduct itself as an independent contractor in the performance of the Work hereunder. Seller shall have no right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of ORBIS or any of ORBIS' parents, subsidiaries, affiliates, successors, or assigns. Seller shall be responsible for payment of all taxes, including, but not limited to, federal, state, provincial, and local taxes arising out of Seller's activities under this Agreement, including, by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required by law or otherwise. Seller shall be solely responsible for paying its personnel's entire compensation earned in connection with the Work, including, but not limited to, any and all related taxes, expenses, holidays, sick time, vacations, and benefits, and Seller shall indemnify and hold ORBIS harmless against any claims by any of such personnel for wages or other employment benefits from ORBIS with respect to the Work. At all times during this Agreement, Seller shall cause all of its personnel assigned to perform the Work to clearly identify themselves as personnel of Seller and not employees of ORBIS. This will include any and all communications, oral, written, or electronic. Each of the personnel must present valid identification indicating that he or she is a guest, not an employee, of ORBIS. It is the responsibility of Seller and the personnel of Seller to avoid any confusion regarding whether the personnel are employees of ORBIS.

38. **No Third-Party Beneficiaries**. This Agreement solely benefits the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

39. **Notices**. Notices to ORBIS required under this Agreement must be sent in writing by personal delivery, certified mail (return receipt requested), or internationally recognized overnight courier service to the following address: Legal Department, ORBIS Corporation, 1055 Corporate Center Drive, Oconomowoc, Wisconsin, 53066. Notices to Seller may be delivered by personal delivery, mail, carrier, or email to any address or email address used by an employee of Seller in communicating with ORBIS, and will be deemed given when sent to such address or email address.

40. **Assignment; Delegation**. Seller may not assign, whether voluntarily or involuntarily, by merger, consolidation, dissolution, change of control, or otherwise, this Agreement or any of Seller's rights hereunder, or delegate any of Seller's obligations under this Agreement, without ORBIS' express written consent thereto. Any purported assignment or delegation in violation of this Section will be void. ORBIS shall have the right to assign this Agreement and any of ORBIS' rights hereunder and delegate any of ORBIS' obligations under this Agreement. If ORBIS assigns this Agreement or delegates any obligations under this Agreement (whether in whole or in part), Seller shall, as it relates to such part that was assigned or delegated, release ORBIS from all liability under this Agreement and hold the assignee solely responsible for performance of all such obligations.

41. **Amendment; Waiver**. No amendment or modification of any term or condition of this Agreement will be valid or binding upon ORBIS unless approved by ORBIS in a writing hand-signed by an authorized representative of ORBIS. Unless ORBIS expressly indicates otherwise in such hand-signed writing, such amendment or modification is effective only in that instance and only for the purpose for which it is made and is not to be construed as an amendment or modification on any future occasion or of any future order or agreement. Clerical and stenographic errors are subject to correction by ORBIS. No waiver by ORBIS of any of the terms of this Agreement is effective unless explicitly set forth in a writing hand-signed by an officer of ORBIS. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

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42. **Reservation of Rights**. ORBIS explicitly reserves its right to a jury trial, as well as its rights to all remedies available to it under applicable law, including, without limitation, all rights to indirect, incidental, consequential, punitive, exemplary, and special damages.

43. **Severability**. If any provision of this Agreement is held invalid, prohibited, or unenforceable in any applicable jurisdiction, then, as to such jurisdiction only, that provision will be ineffective, but only to the extent legally required. That treatment will not affect: (a) the validity or enforceability of the remaining provisions of this Agreement; or (b) any provision of this Agreement in any other jurisdiction.

44. **Governing Law; Venue**. This Agreement, including, without limitation, its validity, construction, and enforcement, is governed by the laws of the State of Wisconsin, US, without regards to conflicts of law principles. The UN Convention on the International Sale of Goods of 1980 does not apply to this Agreement. In the event of a dispute involving this Agreement, any legal proceeding must be heard and determined exclusively in a Wisconsin state court sitting in, or a federal court having jurisdiction over, Waukesha County, Wisconsin. Each party: (a) hereby irrevocably submits to the exclusive jurisdiction of such courts; (b) hereby waives any objection to venue, including on the ground of forum non conveniens, to bringing a legal action in such courts; (c) shall not bring any legal action relating to this Agreement except within Waukesha County, Wisconsin; and (d) agrees that delivery of service of process, summons, notice, or other document in any manner authorized in Section 39 (Notices) will be effective delivery of such service of process, summons, notice, or other document for any suit, action, or other proceeding in any such court.

45. **Interpretation**. Any rule of construction that requires any ambiguities to be interpreted against the drafter will not apply to interpretation of this Agreement, or any document drafted or delivered in connection with the transactions contemplated by this Agreement. Captions and headings in this Agreement are for convenience only, and will be given no effect in the interpretation of this Agreement.

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