

General Terms and Conditions of Purchase

These General Terms and Conditions of Purchase (these “**Terms**”) shall govern the purchase of all goods and services (“**Deliverables**”) by Zehnder Group NA and its North American affiliates located in the United States and Canada (as applicable, “**Zehnder**”) from any third party vendor or supplier (each a “**Seller**”) and are incorporated into and are part of in each purchase order issued by Zehnder (each a “**Purchase Order**”).

1. Offer and Acceptance; Terms Exclusive

Each Purchase Order is deemed to include these Terms and all specifications, drawings, data, and additional or specific terms and conditions contained in the Purchase Order, attached thereto, or incorporated therein by reference (together, the “**Specifications**”). ACCEPTANCE OF EACH PURCHASE ORDER IS EXPRESSLY LIMITED TO THESE TERMS. Any additional or different terms proposed by the Seller in any order acknowledgement form, invoice or other writing are rejected and shall not be binding on Zehnder unless expressly agreed to in writing by Zehnder. Each Purchase Order will be deemed accepted whenever Seller confirms its acceptance of the Purchase Order or commences furnishing any of the Deliverables specified therein. IF A PURCHASE ORDER IS DEEMED AN ACCEPTANCE OF A PRIOR OFFER BY SELLER, ZEHNDER’S ACCEPTANCE IS EXPRESSLY CONDITIONAL ON SELLER’S ASSENT TO THESE TERMS.

2. Purchase Order Number

Zehnder’s Purchase Order number must appear on all invoices, shipping documents, labels, and all correspondence and other references thereto.

3. Definitions

The term “**Deliverables**” means all goods and services to be delivered or provided as specified in the Purchase Order, including by way of example only, all materials and components, design services, automation, manufacturing, installation, inspection, testing, technical information, source code, instruction manuals, training materials and all other materials and labor required to deliver and provide the Deliverables. The term “**Loss**” means every loss, liability, cost, damage and expense, including attorney’s fees and court costs.

4. Time of Performance

Performance of a Purchase Order at the date(s) specified therein for delivery of the Deliverables is an integral part thereof. Deliverables shall be performed and delivered no earlier than five (5) days prior to the date specified in the Purchase Order and no later than the date specified in the Purchase Order. Seller shall immediately notify Zehnder in writing of any circumstance, event, or occurrence which Seller believes or has reason to believe may result in the inability of Seller to deliver the Deliverables on time. Zehnder may accept delivery at an earlier or later date or dates upon written request from Seller, but such acceptance shall not be deemed to waive any right or remedy available to Zehnder under these Terms. Zehnder may take discounts based on the latter of the date of delivery or the date of receipt of Seller’s invoice. If Seller fails to deliver any Deliverables on time, said failure shall constitute a breach, and Zehnder may, in addition to its other rights and remedies, reject such Deliverables and/or terminate the Purchase Order in whole or in part, and purchase substitute Deliverables elsewhere and charge Seller with any Loss incurred.

5. Delivery; Title; Risk of Loss; Transportation

Deliverables shall be delivered FOB at the place or places specified in the Purchase Order by the lowest cost transportation unless Zehnder otherwise directs. Title to and all risks of loss or damage shall remain with Seller until Deliverables are received and accepted by Zehnder.

6. Force Majeure

In the event of fire, flood, strike, lockout, other labor disturbances, accident, war, disease, pandemic, epidemic, or any other cause whatsoever beyond the reasonable control of Zehnder which prevents or interferes with Zehnder's acceptance or use of the Deliverables or the performance of any other obligation of Zehnder, Zehnder may defer such acceptance and/or performance without obligation or liability to Seller.

7. Quantities; Installment; Count

Zehnder shall have no obligation to accept or pay for any Deliverables delivered or provided by Seller in excess of that specified in the Purchase Order. Zehnder may return excess Deliverables to Seller, and Seller shall reimburse Zehnder for all costs or expenses incurred by Zehnder with respect thereto. If the Purchase Order provides for delivery in multiple installments, Seller's failure to deliver any installment on time shall constitute a breach. Zehnder's count of Deliverables shall be conclusive unless proven to be manifest error.

8. Prices; Invoices

The price for the Deliverables shall be as set forth on the face of the Purchase Order and includes all federal, state, and local taxes, tariffs, duties, and customs fees. Seller warrants that the price charged to Zehnder is not higher than Seller's price to other buyers for the same or similar Deliverables. Payment thereof shall be made in accordance with the applicable provisions of the Purchase Order, or if none are stated, following the completion of all performance obligations of Seller and within sixty (60) days Zehnder's receipt of Seller's invoice. All invoices rendered by Seller shall be in accordance with the instructions on the face of the Purchase Order, accompanied by the original bill of lading or express receipt. All invoices shall be in duplicate. Calculations of cash discounts or net payment periods will be made from the date an acceptable invoice is received by Zehnder.

9. Packaging

All Deliverables shall be packed by Seller in suitable containers for protection during shipment and storage. Prices set forth in the Purchase Order include all charges for Seller's packaging. Packaging will not be returned to Seller unless previously agreed to in writing.

10. Payment

Zehnder's check or draft shall be accepted by Seller in payment under the Purchase Order without discounting for any reason. Payment will be in United States Dollars, unless otherwise specified.

11. Warranty

In addition to, and without prejudice to all other warranties, expressed or implied by law, Seller warrants that all Deliverables (i) will conform to all Specifications, (ii) will be free from all defects in material and workmanship, (iii) will be fit for the purposes for which they are intended, and (iv) will comply with all

applicable federal, state and local codes, ordinances, rules and regulations (including, without limitation, the Occupational Health and Safety Act of 1970, all applicable environmental laws, and all rules and regulations related to each). All warranties, express or implied, shall survive inspection, acceptance, and payment. In the event of Seller's breach of any such warranty, in addition to other rights and remedies available to Zehnder, at law or in equity, Zehnder may return Deliverables for a full refund, or direct Seller to promptly correct the breach by repairing or replacing the applicable Deliverables. Zehnder reserves the right to repair, alter or modify, at Seller's cost, Deliverables which fail to conform with the terms, conditions, and/or Specifications of the Purchase Order when the same can be done by Zehnder at a lesser cost than by returning the Deliverables to Seller. Seller warrants that it has and will convey to Zehnder good and marketable title to the Deliverables and that all Deliverables are and shall be free from any liens or claims of any other person or entity.

12. Acceptance; Inspection

All Deliverables shall be subject to inspection and acceptance or rejection by Zehnder within a reasonable time after delivery. Payment for Deliverables shall not be deemed acceptance thereof. Zehnder may return to Seller, at Seller's expense, Deliverables which fail to meet any of the terms, conditions, or Specifications of the Purchase Order. Zehnder shall also have the right of inspection at Seller's facility upon reasonable time. No such inspection shall be deemed or construed to be an acceptance of the Deliverables or Zehnder's right to inspect the same on delivery as provided above.

13. Default; Breach; Negligence; Seller's Liability

Zehnder may terminate any Purchase Order or any part thereof for any default or breach, including any failure by Seller to comply with the Purchase Order or any of these terms and conditions. Seller shall indemnify and hold Zehnder harmless from and against each and every Loss, including incidental and consequential damages incurred or suffered by Zehnder which are or are claimed to be in any manner, directly or indirectly, in whole or in part caused, contributed to, or occasioned by reason of Seller's default or breach of any representation, warranty, obligation, or covenant of Seller contained in the Purchase Order, or Seller's performance or failure to perform thereunder, or its negligence whether active or passive, and without limiting its generality, the foregoing shall include injury to or death of any person or persons and damage to or loss of property. Zehnder may cancel any Purchase Order without obligation or liability to Seller in the event of Seller's breach of any of the terms and conditions hereof or in the event of the institution of any proceedings by or against Seller, voluntary or involuntary, under bankruptcy or insolvency laws, or the appointment of a receiver or trustee or an assignee for the benefit of creditors. IN NO EVENT SHALL ZEHNDER BE LIABLE FOR ANY EXTRAORDINARY, EXEMPLARY, SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST PROFITS, EVEN IF ZEHNDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall Zehnder's aggregate liability for any and all claims arising from or relating to a Purchase Order exceed the purchase price of the Deliverables set forth therein.

14. Changes; Cancellation

Zehnder may at any time, upon notice to Seller, terminate, reduce, or make changes to a Purchase Order in regard to the Specifications, shipping instructions, quantities, and delivery schedules. Upon such notice being given, Seller shall promptly make such changes in accordance with the terms of Zehnder's change order, including, without limitation, ceasing work in the case of a termination (including the manufacturing and/or procuring of materials for the fulfillment of the Purchase Order) in accordance with and to the extent specified in such notice. In such event, all work completed by Seller thereunder before the giving of such notice, shall be paid for on a percentage of completion basis (subject to acceptance by Zehnder in accordance with the provisions of these Terms as herein provided). In no event shall Seller be entitled

to reimbursement for any amount which, taken together with any amounts paid or due or becoming due to Seller under the Purchase Order, exceeds the aggregate original purchase price of the Deliverables being purchased.

15. Intellectual Property; Title

Seller warrants that the Deliverables being purchased do not infringe any United States or foreign letters patent, copyrights, or other intellectual property right of any other person or entity, and Seller shall defend, indemnify, and hold harmless Zehnder from and against each and every Loss incurred or suffered by Zehnder which arise directly or indirectly out of or in connection with any allegation, claim or charge that any Deliverables furnished by Seller to Zehnder, or the use of the same, constitutes an infringement of any patent or patent right copyright, trademark or other proprietary right or interest of any other person or entity. In the event of any such allegation, claim or charge, Zehnder may also cancel the Purchase Order without obligation or liability to Seller.

16. Drawings, Tools, Etc.

All drawings, blueprints, computer aided design files, patterns, scientific or technical data, tools, samples, source code, and similar items ("**Related Data**") furnished by Zehnder in connection with the Purchase Order shall remain Zehnder's property and shall be returned to Zehnder on completion of delivery of the Deliverables or upon Zehnder's earlier demand. Any Related Data produced or furnished by Seller shall become Zehnder's property and delivered to Zehnder with the Deliverables.

17. Confidentiality; Publicity

The terms and conditions of the Purchase Order shall be kept confidential. Seller shall take all reasonable measures to ensure that the contents thereof, including all Specifications and all Related Data, shall be kept confidential and not disclosed to anyone either within or without Seller's organization except on a strict need to know basis and shall not be used by Seller in any manner other than for the benefit of Zehnder. Seller shall not issue any publicity or advertising relating to a Purchase Order or the Deliverables being provided to Zehnder without Zehnder's prior written consent.

18. Non-Discrimination in Employment

Seller shall comply with all applicable non-discrimination and equal opportunity laws and regulations.

19. Advance Manufacturing and Shipments

Seller shall not manufacture Zehnder's goods in advance of Seller's normal lead time or deliver any goods in advance of Zehnder's designated delivery date without Zehnder's written consent. At Seller's expense, Zehnder reserves the right to return all goods received in advance of Zehnder's designated delivery date on the Purchase Order.

20. Insurance

Seller shall maintain in full force and effect for no fewer than six (6) years following the acceptance of the Purchase Order, one or more liability insurance policies providing coverage against bodily injury, property damage and other damages which Zehnder may incur arising out of the manufacture, use or delivery of any Deliverables hereunder, or any negligent or willful act of Seller related to any Deliverable, such policy or policies to provide, in the aggregate, no less than \$3,000,000 of combined single limit coverage. Upon request, Seller shall promptly deliver to Zehnder certificates of insurance issued by the carrier(s) of such

policies which shall provide in part that no such policy shall be terminated upon less than thirty (30) days prior written notice to Zehnder and that Zehnder is a named insured on such policies, as its interest may appear.

21. Books and Records

In the event the purchase price of the Deliverables is to be computed on a “cost plus” basis, Seller shall maintain accurate and complete books and records with respect to the cost of the manufacturer and/or rendering of such Deliverables and shall retain complete and accurate copies of all invoices, receipts, vouchers, etc. relating thereto. Seller, upon request, shall supply Zehnder or Zehnder’s representatives with access to all such books and records, as they may relate to such Deliverables, from time to time, during regular business hours. Zehnder shall be entitled to make and retain copies of any or all such books or records, invoices, receipts, or vouchers.

22. Financial Responsibility

Seller warrants that it has and will, at all times, maintain, and upon request by Zehnder, show that it has sufficient working capital and financial ability to perform and complete the Purchase Order. By accepting the Purchase Order in writing or commencing the furnishing of any of the Deliverables specified therein, Seller warrants to Zehnder that it is not insolvent within the meaning of the federal bankruptcy laws and the laws of the states in which it conducts its business. In addition to any and all other rights and remedies which Zehnder may have pursuant to the Purchase Order or at common law, Zehnder reserves the right to terminate the Purchase Order without liability in respect of any undelivered or incomplete Deliverables if Seller shall (i) become insolvent or bankrupt, (ii) make any general assignment for the benefit of its creditors, (iii) if any trustee or receiver is appointed of any substantial part of Seller’s assets or (iv) Seller shall be adjudicated a bankrupt.

23. Notices

Any and all notices required to be given hereunder shall be in writing and sent by USPS Certified Mail or nationally recognized overnight delivery service (e.g., FedEx, UPS) to the addresses of the respective parties set forth on the Purchase Order, or to such other address as either party may designate to the other by written notice for such purpose from time to time.

24. Non-Waiver

Zehnder’s exercise or failure to exercise or enforce any right or remedy granted or provided by the Purchase Order or its acceptance of or payment for any Deliverables shall not be deemed as or construed to be a waiver of any right or remedy it may have for Seller’s then existing or subsequent default or breach of any representation, warranty, obligation or covenant applicable to the Purchase Order.

25. Assignment

Neither the Purchase Order in its entirety nor any rights or interest herein may be assigned or otherwise transferred by Seller directly or by operation of law without the written agreement of Zehnder. Any such attempted assignment or transfer shall be void.

26. Applicable Law

If the Zehnder entity placing the Purchase Order is located in the United States, this transaction shall be governed by the laws of the State of New York and the federal laws of the United States applicable

therein. Any and all actions and proceedings relating to or arising from the Purchase Order shall be commenced and shall remain in New York State Supreme Court, Erie County, or in the United States District Court for the Western District of New York, and Seller consents to the personal jurisdiction of such courts. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

If the Zehnder entity placing the Purchase Order is located in Canada, this transaction shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any and all actions and proceedings relating to or arising from the Purchase Order shall be commenced and shall remain in courts of competent jurisdiction located in London, Ontario. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

27. Data Privacy

Seller consents to the collection, use, and disclosure of its business contact information by Zehnder for the purposes of procuring Deliverables, processing payments, and for other business purposes, including marketing communications. Zehnder shall manage such information in accordance with applicable privacy and data protection laws.

28. Business Ethics

Zehnder operates under the "Zehnder Group Code of Conduct" available at the following link: (https://www.zehndergroup.com/fileadmin/user_upload/Group/Investor_Relation/Corporate_Governance/code-of-conduct-2023.pdf). Seller shall adhere to business principles consistent with this code and to uphold the highest ethical standards. Any violation of the Zehnder Group Code of Conduct shall be considered a material breach of these Terms.

29. Export Controls

Seller acknowledges that the Deliverables may be subject to sanctions or export control regulations. Seller is solely responsible for ensuring compliance with all applicable local and international laws if it exports the Deliverables and shall indemnify Zehnder against all claims arising from any non-compliance. Any violation of such export controls shall be considered a material breach of these Terms.

30. Entire Agreement

The Purchase Order, including any attachments, exhibits, or schedules thereto, and these Terms constitute the sole and entire agreement between Zehnder and Seller with respect to the subject matter thereof, and any prior or contemporaneous understandings or agreements, oral or written are merged therein. No subsequent changes or modifications of the Purchase Order are binding upon Zehnder unless accepted by it in writing. Seller expressly waives all provisions contained in correspondence, forms or other writings relating to the sale of the Deliverables covered by the Purchase Order which negate, limit, extend, or conflict with the provisions thereof. In the event that any term or provision thereof shall be deemed unenforceable, the remaining terms and conditions shall remain in effect to the fullest extent possible.