SIG SAUER INC.

STANDARD TERMS AND CONDITION FOR PURCHASE ORDERS

I. OFFER, ACCEPTANCE, AND NOTIFICATION

A. This Purchase Order, together with these Standard Terms and Conditions for Purchase Orders, is an offer to your organization ("**Seller**") by Sig Sauer, Inc. ("**Purchaser**"), to enter into an Agreement (hereinafter, collectively the "**Agreement**"). Seller shall accept this Purchase Order either in writing, upon the commencement of any work, or by performance of any service or shipment of goods and materials (as defined in a Purchase Order or elsewhere herein), any of which shall constitute Seller's acceptance of all of the terms and conditions contained herein. The Purchaser and the Seller may be identified herein individually as a "**Party**," or collectively as the "**Parties**."

B. **ACCEPTANCE IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS OF THIS PURCHASE ORDER. ANY ADDITIONS OR MODIFICATIONS PROPOSED BY SELLER TO THE PURCHASE ORDER OR THESE STANDARD TERMS AND CONDITIONS ARE EXPRESSLY REJECTED BY PURCHASER AND SHALL NOT BECOME PART OF THE PURCHASE ORDER IN THE ABSENCE OF AN AGREEMENT, IN WRITING, SIGNED BY AN AUTHORIZED REPRESENTATIVE OF PURCHASER.**

C. **TIME IS OF THE ESSENCE REGARDING THE TERMS AND CONDITIONS OF THIS PURCHASE ORDER.**

D. Non-Exclusivity. Purchaser reserves the right, at its sole discretion, to purchase certain services, goods and materials (as defined elsewhere herein) which are subject to this Purchase Order from its previous, or other, supplier(s).

E. Purchaser is an Equal Opportunity Employer and is a U.S. federal and federal defense contractor and subcontractor. Consequently, the parties are subject to certain statutory and regulatory federal and state labor and acquisition requirements, as applicable, incorporated herein expressly or by reference found at Section XVII of this Agreement. Any nonapplicable government requirements to any Purchase Order are self-deleting and are not part of this Agreement.

II. DELIVERY

Seller shall provide all of the goods, materials, parts, labor and/or services (hereinafter collectively "goods and materials") identified in the Purchase Order. Delivery shall be made in the quantities and at the times specified in Purchaser's release(s), and Seller shall adhere to all shipping directions specified in Purchaser's release(s). Purchaser shall have the right to reject any goods and materials delivered to Purchaser which are in excess of the quantities specified in Purchaser's release(s). Purchaser may change the rate or time

of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price of the goods and materials covered by this Purchase Order.

III. ESTIMATED QUANTITIES (IF APPLICABLE)

Where applicable, both Seller and Purchaser stipulate and agree that at the time of the issuance of a Purchase Order, Purchaser does not know nor can it realistically know, the exact quantities of the goods and materials which Seller shall be required to provide; however, Seller warrants and represents that it has received from Purchaser, a good faith estimate of the quantity of the goods and materials (hereinafter "Purchaser's estimate" or "estimate") that may be required pursuant to the Purchase Order.

1. If the quantities of the goods and materials actually ordered exceed Purchaser's estimate by 30% or less (as to each individual part identified in the estimate), then such overage shall be deemed reasonable and Seller shall supply the overage of the goods and materials as to each part at the same price as provided in this Purchase Order and Seller shall not be entitled to any price adjustment.

2. If the quantities of the good and materials actually ordered exceed Purchaser's estimate by more than 30% per part (as to each individual part identified in the estimate), then Seller shall have a right of first refusal to supply the goods and materials for said part(s) that exceed the estimates by more than 30%, at the same price as contained in the Purchase Order. If Seller declines, for any reason, to supply the goods and materials that exceed the estimates by more than 30% as referenced herein, Purchaser shall then be free to obtain, or purchase said goods and materials from a third-party without any further obligation or liability to Seller.

3. If the quantities of the goods and materials actually ordered by Purchaser are less than those contained in Purchaser's estimate (as to each individual part identified in the estimate), Purchaser shall have no liability to Seller and said "under-ordering" shall be deemed to be made in good faith. In such case, the Seller shall not be entitled to any price adjustment.

IV. PREMIUM SHIPMENTS

Premium shipping expenses and/or other related expenses necessary to meet the release(s) shall be Seller's sole responsibility.

V. **RISK OF LOSS**

Notwithstanding any Purchase Order term or condition concerning payment of freight expenses including insurance, delivery shall not have occurred, and the risk of loss shall not have shifted to Purchaser, until the goods and materials are delivered to Purchaser's facility as designated in the Purchase Order and have been inspected and accepted by Purchaser at Purchaser's designated facility.

VI. **PACKAGING AND SHIPPING**

A. Packaging must conform to all federal, state and local regulations with regard to the storage and/or transportation of the goods and materials.

B. Packaging design and construction must provide adequate protection for the goods and materials being shipped by Seller, and Seller shall deliver defect free goods and materials to the Purchaser. Purchaser will assume no responsibility or liability for the Seller's packaging design or performance.

C. Seller agrees:

1. To properly pack, mark and ship the goods and materials in accordance with the requirements of Purchaser.

2. To make no charges for handling, packaging, storage, transportation (including duties, taxes, fees, etc.) or delays unless otherwise provided for in this Purchase Order.

3. To provide with each shipment the appropriate documents (including, but not limited to, the bill of lading) showing the order number, amendment or release number, Purchaser's part number, Seller's part number where applicable, quantities of pieces in shipment, Seller's name and vendor number, if any.

VII. **FORCE MAJEURE**

In the case of failure to perform this Agreement due to any force majeure, neither party shall be liable for such failure. A force majeure event(s) are those events that frustrates the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) action by any governmental authority; (f) national or regional emergency; (g) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (h) a declared state of emergency; (i) shortage of power or transportation facilities; and (j) other similar events beyond the reasonable control of the impacted party. In the case of failure to perform any part of

this Agreement due to any force majeure, the party suffering from such force majeure may be exempted from corresponding liability to the extent of the impact of such force majeure. However, such party shall continue to perform other obligations under this Agreement which have not been affected by such force majeure. If such force majeure occurs after such party delays to perform this Agreement, it shall not be exempted from its corresponding liabilities. The party asserting relief from a force majeure event must provide written notice within ten (10) days of the event to the other party.

VIII. CHANGES AND/OR MODIFICATIONS

A. Purchaser reserves the right, at any time, to direct changes or cause Seller to make changes to drawings, requirements and/or specifications of the goods and materials or otherwise change the scope of the work covered by the Purchase Order, including work with respect to such matters as inspection, testing or quality control, and Seller agrees to promptly make such changes. Seller shall have five (5) days from the first date Seller was notified by Purchaser of the required changes to provide Purchaser with written notice that the change will cause a price or time of delivery increase and/or decrease. Within twenty (20) days of providing Purchaser written notice, Seller shall submit to Purchaser a written Request for Equitable Adjustable ("REA") with sufficient documentation in such form and detail as Purchaser may direct. The REA must substantiate any difference in price or time for performance resulting from such changes. Purchaser shall have fifteen (15) days to respond in writing, either accepting or denying the REA. If Purchaser does not receive written notice from Seller within the aforementioned five (5) days, or does not receive the written REA within the aforementioned twenty (20) days, all changes and/or modifications shall be made without any adjustment to either the price or the delivery schedule.

B. Seller shall remain obligated to continue performance of the Purchase Order to the extent possible unless directed otherwise by Purchaser.

C. Purchaser may audit, upon reasonable demand, Seller's records before or after payment to verify the amounts requested in Seller's REA.

IX. CANCELLATION

Purchaser reserves the right to cancel some or all of the goods and materials covered by this Purchase Order without liability to Purchaser if Seller (i) does not make deliveries as specified in this Purchase Order and related release(s); (ii) delivers nonconforming or defective goods and materials; (iii) fails to make progress so as to endanger the performance of Purchaser's work; (iv) does not correct any failure to perform within ten (10) days after receipt of written notice from Purchaser specifying such failure; (v) if Seller breaches any of the terms and conditions contained herein or in Purchaser's release(s); or (vi) if Purchaser's customer(s) cancels or modifies some or all of its parts and/or purchase order(s) with Purchaser.

X. TERMINATION

A. Termination: In addition to any other rights of Purchaser to terminate the Purchase Order, Purchaser may, at its option, immediately terminate all or any part of the Purchase Order at any time and for any reason by giving written notice to Seller, which termination shall take effect immediately.

B. Upon termination under this Section, Purchaser shall pay to Seller the following amounts without duplication:

1. The Purchase Order price for all completed goods and materials delivered to Purchaser which conform to the requirements of the Purchase Order and not previously paid for; and

2. Seller's reasonable actual cost for the goods and materials that are in the "firm" or "fabrication" stage as identified in Purchaser's release(s).

C. Purchaser shall not be liable for, and shall not be required to make, payments to Seller directly or on account of claims by Seller's subcontractors or suppliers for any alleged losses or costs whether denominated as loss of anticipated profit, unabsorbed overhead, interest on claims, product or materials development or engineering costs, facilities and equipment rearrangement costs or rental, unamortized appreciation costs, general and administrative burden charges resulting from any changes or termination of the Purchase Order.

D. Within twenty (20) days after the effective date of termination under this section, Seller shall furnish to Purchaser a written Request for Equitable Adjustable ("REA") with sufficient documentation in such form and detail as Purchaser may direct. The REA and supporting data must substantiate Seller's reasonable incurred costs and any amounts Seller reasonably believes Purchaser owes Seller as a direct result of the termination as it relates exclusively to the items of Purchaser's obligation to Seller that are listed in subsection B above. Purchaser shall have fifteen (15) days to respond in writing, either accepting or denying the REA.

E. Purchaser may audit, upon reasonable demand, Seller's records before or after payment to verify the amounts requested in Seller's termination REA.

F. If Purchaser does not receive Seller's written REA within the aforementioned twenty (20) days, the REA shall be deemed denied.

G. Purchaser may immediately terminate the Purchase Order without any liability to Seller in the event of the occurrence of any of the following, or any other similar or comparable events:

1. Insolvency of Seller;
2. Filing of a voluntary petition in bankruptcy by Seller;
3. Filing of an involuntary petition in bankruptcy against Seller;

4. Appointment of a receiver or trustee for Seller; or
5. Execution of an assignment for the benefit of creditors of Seller, provided that such petition, appointment or assignment if made or filed involuntarily against Seller is not vacated or nullified within fifteen (15) days of such event.

XI. INSPECTION

Upon reasonable notice Purchaser shall have the right to enter Seller's facilities at reasonable times to inspect the facilities associated with performance of this Purchase Order and/or the goods and materials covered by this Purchase Order. Purchaser's inspection of the goods and materials prior to delivery at Seller's facility shall not constitute acceptance of any of the goods and materials.

XII. NONCONFORMING SERVICES, GOODS, AND MATERIALS

Purchaser, at its option, may reject and return at Seller's risk and expense, or retain and correct, any goods and materials (including goods and materials originally supplied to Seller and upon which services have been performed) that fail to conform to the requirements of the Purchase Order and related release(s), even if the nonconformity does not become apparent to Purchaser until the manufacturing or processing stage of its operation. To the extent Purchaser rejects the goods and materials as nonconforming, the estimated quantities shall not be reduced by the quantity of nonconforming goods and materials unless Purchaser otherwise notifies Seller in writing. Seller shall immediately replace the nonconforming goods and materials with conforming goods and materials unless otherwise notified in writing by Purchaser. Nonconforming goods and materials will be held by Purchaser for disposition in accordance with Seller's written instructions at Seller's risk. Seller's failure to provide written instructions within ten (10) days (or such shorter period as may be commercially reasonable under the circumstances) after notice of nonconformity, shall entitle Purchaser, at Purchaser's option, to charge Seller for storage and handling or to dispose of the goods and materials without liability to Purchaser. In the event that Seller instructs Purchaser, or Purchaser at its option decides, to return the non-conforming goods to Seller, Seller shall ensure that all such returned goods which are either (i) delivered to Purchaser's specification, or (ii) which bear Purchaser's trademarks or other identifying marks, are not disposed of in any way without first being destroyed in a manner that would not allow such goods to be used for their intended purpose, and such that any Purchaser trademarks or other identifying marks are obliterated.

In the event of any rejection and return, or retention and correction, of nonconforming goods and materials, Seller shall reimburse Purchaser for:

A. All amounts paid by Purchaser on account of and for the purchase price of any returned, nonconforming goods and materials within ten (10) days after a debit memo for the amounts paid has been issued by Purchaser.

B. All costs of any goods and materials supplied to Seller upon which services were

performed by Seller, and which are delivered by Seller in a nonconforming condition following Seller's performance of the services, within ten (10) days after a debit memo for the amounts paid has been issued by Purchaser.

C. All costs incurred by Purchaser in connection with the nonconforming goods and materials including, but not limited to, inspection, sorting, testing, evaluation, storage, rework or disposal, within ten (10) days after a debit memo for the cost has been issued by Purchaser.

D. All costs of obtaining "cover" goods and materials to replace the rejected or nonconforming goods and materials provided by Seller; also, the cost of obtaining "cover goods if Seller fails to supply the goods and materials pursuant to Purchaser's release(s). Cover as used herein is defined under the Uniform Commercial Code as adopted by the State of New Hampshire. Payment for the "cover" goods and materials shall be made by Seller within ten (10) days after a debit memo for said cost has been issued by Purchaser.

XIII. WARRANTY

Seller expressly warrants that all goods and materials covered by the Purchase Order will conform to the specifications, drawings, samples, or descriptions furnished by Purchaser. In addition, Seller expressly acknowledges that it knows of and understands Purchaser's actual and intended use of the goods and materials being provided by Seller and expressly warrants that all goods and materials covered by the Purchase Order based upon Purchaser's intended and actual use will be fit and sufficient for the particular purpose intended by Purchaser. Seller expressly acknowledges that it engaged, or had sufficient opportunity to engage, in discussion with Purchaser regarding Purchaser's actual and intended use for the goods and materials provided by Seller.

XIV. SETOFF

In addition to any right of setoff or recoupment provided by law, all amounts due Seller shall be considered net of indebtedness or obligations of Seller to Purchaser, and Purchaser may set-off against or recoup from any amount due or which may become due from Seller to Purchaser.

XV. PURCHASER'S PROPERTY

A. Title to any and all tangible and intangible property furnished by Purchaser at no extra charge to Seller in connection with the Purchase Order shall at all times vest in Purchaser, and Seller assumes all liability for loss of or Seller's failure to return such property to Purchaser upon request.

B. Purchaser holds title to all tools, models, forms, patterns, dies, jigs and fixtures and test equipment ("tools and test equipment") unique to Purchaser's products, and any other

tools and test equipment identified in a purchase order. When temporary possession of these items is given to Seller, it shall use these items only for production of Purchaser's parts and shall keep these items in good working condition and shall insure them at a sufficient amount of coverage based on value for the benefit of Purchaser at Seller's expense and shall return them upon Purchaser's demand. Seller shall provide proof of insurance to Purchaser if requested by Purchaser.

C. Seller shall, at Purchaser's request, provide an inventory listing of all Purchaser's property, tools and test equipment, which is subject to audit by Purchaser at reasonable times upon reasonable notice.

XVI. MODIFICATION OF PURCHASER'S STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDERS

A. These Terms and Conditions may be amended from time to time by Purchaser and shall apply to all existing Purchase Orders and for the purchase of Goods and Materials from Seller as applicable and as described on the face of each Purchase Order. The term "Goods and Materials" as defined in this Section shall include without limitation raw materials, components, parts, intermediate assemblies, end products, and all services.

B. Each Purchase Order, including all amendments shall incorporate these Terms and Conditions and shall apply to each Purchase Order as amended or modified in its entirety. These Terms and Conditions and any amendments thereto are available and may be reviewed at www.sigsauer.com. Purchaser may modify these Terms and Conditions at any time by posting notice of such modifications or new Terms and Conditions on the aforementioned corporate website. Seller's continued performance under the Purchase Order without providing written notice to Purchaser of Seller's objections to any modifications or changes to the Terms and Conditions within ten (10) days after any written (including electronic) notice by Purchaser to Seller of such modifications or changes will be subject to and constitute Seller's acceptance of such modifications and/or changes to the Terms and Conditions.

C. No exception to deviation from, or waiver of these, Terms and Conditions shall be valid or binding on Purchaser unless expressly specified in writing as executed by an Authorized Officer of Purchaser, with actual authority to bind Purchaser. Proof of actual authority shall be provided to Seller upon demand by Seller.

XVII. GOVERNMENT REGULATIONS

A. In performance of work under this Purchase Order, Seller agrees to:

1. Comply with all applicable federal, state and local laws, rules, regulations and ordinances; and
2. Comply with all government safety and environmental regulations with regards to toxic and hazardous materials; and
3. Comply with the International Traffic in Arms Regulation (ITAR), as applicable. Seller is advised, and hereby acknowledges, that material and data associated with this Purchase Order may be subject to the ITAR provisions.

Seller agrees to obtain appropriate licensing for any and all ITAR covered products and data transferred to foreign persons or entities.

B. Purchaser is an Equal Opportunity Employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. These regulations require that covered prime contractors and subcontractors employ and advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran or individual with a disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

C. This Purchase Order maybe be in support of a U.S. Government Contract subject to the Federal Acquisition Regulation (FAR) and the Defense Federal Acquisition Regulation (DFAR). **To the extent applicable** by law, FAR Clause 52.244-6 - Subcontracts for Commercial Products and Commercial Services - applies to this Purchase Order, and unless otherwise noted in this Purchase Order, the following FAR Clauses are incorporated herein by reference:

- 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).
- 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712).
- 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions).
- 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).
- 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).
- 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (DEC 2023) (Pub. L. 115-390, title II).
- 52.219-8, Utilization of Small Business Concerns. (JAN 2025) 15 U.S.C. §§ 632, et seq.).
- 52.222-90 Addressing DEI Discrimination by Federal Contractors (APR 2026) (Deviation). Executive Order 14398, issued on March 26, 2026.

This Purchase Order may also contain other FAR and DFAR Clauses prescribed by the U.S. Government, or as prescribed in a prime contract held by Purchaser related to this Purchase Order. In such case, Purchaser will **EXPRESSLY** identify and include such Clause(s) separately in the Purchase Order. Clauses that are not applicable are deemed self-deleting.

XVIII. INTELLECTUAL PROPERTY

A. Seller represents and warrants that the goods, materials, services, and deliverables supplied under this Purchase Order do not and will not infringe, misappropriate, or otherwise violate any patent, copyright, trademark, trade secret, or other intellectual property rights of any third party.
B. Seller acquires no ownership interest in Purchaser's intellectual property, Confidential Information, trademarks, trade names, copyrights, patents, trade secrets, technical data, specifications, or other proprietary rights. Seller may use such materials solely as necessary to perform its obligations under this Purchase Order.
C. To the extent any goods, materials, services, or deliverables incorporate or rely upon Seller's pre-existing intellectual property, Seller hereby grants Purchaser and its affiliates a perpetual, irrevocable, worldwide, transferable, sublicensable, royalty-free license to use, reproduce, modify, distribute, display, perform, make, have made, import, export, sell, offer for sale, maintain, repair, and otherwise exploit such intellectual property as necessary to fully utilize the goods, materials, services, or deliverables.
D. All drawings, specifications, technical data, software, tooling information, models, prototypes, and other materials furnished by Purchaser shall remain the exclusive property of Purchaser and shall constitute Confidential Information. Seller shall not copy, reproduce, distribute, or use such materials except as necessary to perform this Purchase Order. Seller shall not reverse engineer, disassemble, decompile, analyze, duplicate, derive design information from, or otherwise attempt to determine the composition, structure, operation, or underlying technology of any products, prototypes, software, technical data, or materials provided by Purchaser, except as expressly authorized in writing by Purchaser.
E. Seller shall not use Purchaser's name, trademarks, logos, product names, photographs, or other identifying marks, nor issue any press release or public announcement regarding Purchaser or this Purchase Order, without Purchaser's prior written consent.

XIX. CONFIDENTIALITY

Seller, for itself and its employees and any third parties engaged by it in the performance of this Agreement or Purchase Order ("Agents"), agrees that all information supplied by Purchaser during the course of this Agreement and Purchase Order, including without limitation product pricing and product technical information, is proprietary, secret and confidential, and Seller shall hold such information in confidence during and after the term of this Agreement and Purchase Order and shall use such information only for the purposes of the providing goods and materials under

this Purchase Order.

XX. INDEMNIFICATION

A. **GENERAL.** SELLER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS PURCHASER AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF SELLER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT AND ANY PURCHASE ORDERS ISSUED BY PURCHASER TO SELLER.

B. **NO SPECIAL DAMAGES**. In the absence of gross negligence, bad faith or willful misconduct, in no event shall any party to these Terms and Conditions be liable for any special, indirect, incidental, exemplary, punitive or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of revenue, loss of actual or anticipated profit, loss of contracts, loss of the use of money, loss of anticipated savings, loss of business, loss of opportunity, loss of market share, loss of goodwill or loss of reputation), even if such parties have been advised of the likelihood of such loss or damage and regardless of the form of action.

XXI. GOVERNING LAW

The Purchase Order shall be construed and governed in accordance with the domestic laws of the State of New Hampshire without giving effects to the principles of conflict of law.

XXII. DISPUTES AND ATTORNEY FEES

If any dispute, claim, or controversy arises out of or relates to the Purchase Order, the party claiming such dispute shall give written notice to the other party setting forth the dispute and a brief description thereof. The parties shall then negotiate in good faith for a period of thirty (30) days to resolve the dispute. If no resolution is reached, the dispute shall be resolved by a court of competent jurisdiction in the State of New Hampshire. In any action or proceeding to enforce any rights or provision(s) of the Purchase Order, the prevailing party shall be entitled to recover its actual legal fees and expenses.

XXIII. MISCELLANEOUS

A. **Entire Agreement No Oral Modification**: This Purchase Order constitutes the entire agreement by and between the parties and supersedes any and all prior understandings, representations, warranties or agreements (whether oral or in writing) pertaining to the subject matter of this Purchase Order. No oral agreements, understandings or representations shall change, modify or amend (collectively "amend") any part of this Purchase Order which may only be amended in writing and properly executed by all the

parties hereto.

B. **Counterparts**: This Purchase Order may be executed in any number of counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument.

C. **No Waiver of Rights:** No failure or delay on the part of any party hereto in the exercise of any power or right hereunder shall operate as a waiver of such power or right with respect to any other term, provision or condition hereof, and all rights and remedies hereunder are cumulative and shall not be deemed exclusive of any other rights or remedies provided by law.

D. **Severability** If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect. Any provisions of this Agreement which are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

E. **Survivability.** All Sections of this Agreement, which by their nature, or in order to effectuate their purpose, are intended to or must survive termination or expiration of this Agreement, shall be deemed to survive any such termination or expiration of this Agreement.

F. **Headings.** The Section heading contained in this Agreement and Purchase Order are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

G. **Corporate Authority.** Each individual executing this Purchase Order on behalf of the Seller and Purchaser represents and warrants that they are duly authorized to execute and deliver this Purchase Order on behalf of said entities in accordance with any bylaws, operating or other partnership agreements that govern said entities, and that this Agreement and Purchase Order is binding upon said entities in accordance with its term.

H. **Amendment Record**

Date	Rev	Details	Name
09/22/2026	00	Initial Release	M. Turgeon/K. Cress