

THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

BY ACCEPTING AN ORDER FOR PRODUCTS REFERENCING THE TERMS AND CONDITIONS SET FORTH IN THIS WEBSITE, YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS WITH RESPECT TO SUCH ORDER. YOU AFFIRM THAT BY ACCEPTING AN ORDER ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS.

SEACON CORPORATION (“Seacon”)

PURCHASE ORDER TERMS AND CONDITIONS

1. SCOPE AND ORDER ACCEPTANCE

(A) Except to the extent otherwise specifically stated in writing on the face of the purchase order (“Order”) for goods (“Deliverables”) referencing this set of Conditions, or in any document referred to on the face of the Order, the following terms and conditions (“Conditions”) shall apply between Seacon and the Seller, and shall be deemed incorporated by reference into the Order and made a part thereof. It is the express intent of the parties that these Conditions and each Order submitted hereunder constitute one transaction that shall be governed by the terms hereof. Accordingly, the Order and these Conditions (collectively, the “Agreement”) contain the entire agreement between Seacon and the supplier (hereinafter referred to as “Seller”) with respect to the transaction contemplated by the Order and supersedes all prior and contemporaneous agreements, representations and understandings, whether written or oral. Any additional or different terms proposed by Seller in any quotation, acknowledgement, or any other document are hereby deemed to be material alterations and notice of objection to them is hereby given. Any such proposed terms shall be void. No modification or waiver of any provision of the Agreement is effective unless in writing and signed by each party. No failure or delay by either party in exercising any right or remedy hereunder will operate as a waiver of same. The Agreement is binding upon and inures to the benefit of the parties, their successors and permitted assigns. Neither party will gain by virtue of the Agreement any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other party.

(B) If the Order has been issued by in response to an offer and if any of the terms herein are additional to or different from any terms of such offer, then the issuance of the Order by Seacon shall constitute an acceptance of such offer subject to the express condition that Seller assent to such additional and different terms herein.

(C) Seller’s acceptance of the Order shall be evidenced by the returning of a signed or electronically acknowledged copy of the Order, or by the shipment of Deliverables. Seacon shall not be bound by any provision, printed or otherwise, at variance or in addition to the terms of the Order, that may appear on any quotation, acknowledgement or other form used by Seller unless any such provision is expressly accepted in writing by Seacon.

2. PRICE, PAYMENT AND TAXES

(A) The price(s) set forth on the face of the Order are firm, or if no price appears thereon, then no higher than the last price quoted or charged by Seller for the same goods or services. Unless otherwise provided on the Order, such prices include all costs for packing, insuring and transporting the goods ordered to Seacon’s designated delivery location or carrier. The prices are exclusive of applicable sales, use, value added or similar taxes for which the Seacon is obliged to pay the Seller. The Seacon shall not be liable for any taxes or governmental charges or fees with respect to the Order other than those which Seller is required by law to collect from Seacon. Seller will provide a valid invoice to Seacon, separately stating all taxes and fees as required. If required by law, Seacon will withhold taxes and pay such taxes to the applicable taxing authority, and Seacon will pay to Seller the balance of the price, after deducting such taxes.

(B) No charges additional to those set out on the face of the Order will be allowed unless agreed to and specifically recited and included in the Order.

(C) Seacon will not be obligated to accept any shipment less than or in excess of the quantity of Deliverables specified herein. A reasonable handling fee shall be borne by Seller for the handling of rejected shipments less than the quantity of Deliverables specified. Risk of loss, return shipping charges and a reasonable handling fee for excess quantity rejected by Seacon shall be borne by Seller.

(D) Payment will be made no later than the first scheduled payment date following the 60th day (“Payment Period”) measured from the latter of Seacon’s acceptance of the Deliverables or Seacon’s receipt of an undisputed invoice unless otherwise specified on the Order. Such different payment term will supersede the Payment Period.

(E) Seller warrants that the prices charged for the Deliverables provided hereunder are the lowest prices charged by Seller to any third-party customers for similar goods. If Seller charges any third-party customer a lower price for a similar volume or scope of similar services, Seller must notify Seacon and apply that price to all Deliverables subject to the Order.

3. DELIVERY, TITLE AND RISK OF LOSS

(A) TIME IS OF THE ESSENCE FOR THIS ORDER. If delivery is not made at the time specified, Seacon reserves the right to cancel the entire Order or that part of the Order not timely delivered, and to purchase elsewhere and hold Seller liable for all costs and damages incurred by Seacon. Seller shall not make any material commitment or production arrangement in excess of the amounts, or in advance of the time necessary to meet Seacon’s delivery schedule for Deliverables covered by the Order. Any excess commitments or arrangements shall be made at Seller’s own risk. Seacon shall not be liable for goods shipped in advance of or in excess of scheduled deliveries.

(B) Title and risk of loss or damage to the Deliverables shall pass to Seacon when they are delivered based on the INCOTERMS indicated herein or by Seacon on the face of the Order. Unless otherwise stated on the Order, Seller will deliver the Deliverables DDP, where “DDP” means Delivered Duty Paid (i.e., Seller delivers the Deliverables to the named place of destination and Seller must comply with and pay all export and import formalities, fees, duties and taxes) as set out under the International Chamber of Commerce document, INCOTERMS 2022, as amended or updated from time to time. If applicable, if the Seacon provides Seller with Seacon’s delivery routing instructions or guides, Seller will ensure that it provides the Seacon’s designated carrier with such instructions or further delivery requirements under the guides.

4. CHANGES, INSPECTION AND ACCEPTANCE

(A) Seacon may direct in writing changes to the Order. Equitable

adjustments will be made in price or schedule where required. Any claims for adjustment shall be made by Seller in writing no later than five (5) business days from the date of Seller's receipt of any such direction from Seacon. Seller shall not be excused from proceeding with a change prior to negotiation of any adjustment.

(B) All Deliverables sold hereunder shall be subject to inspection and acceptance by Seacon after delivery notwithstanding any payment. After receipt of the Deliverables, Seacon shall have a reasonable time within which to inspect prior to Seacon's acceptance thereof. Deliverables that do not conform to agreed specifications or descriptions as ordered shall be returned freight collect, and Seller shall bear the cost of inspection and return to Seller of rejected Deliverables, including handling and packing expense.

5. WARRANTY

(A) Seller warrants title to the Deliverables described in the Order, that it is duly qualified to provide Deliverables and warrants further that all Deliverables: (i) will be in full conformance with the specifications, samples or other descriptions set forth or referred to on the face of the Order; (ii) will perform as represented by Seller (even if such representations do not appear on the face hereof, notwithstanding the provisions of Section 1 hereof); (iii) will be new, merchantable and fit for the use intended by Seacon; (iv) will be free from any liens or encumbrances; (v) will be free from contaminants, defects in material, workmanship, manufacture and design (where design is Seller's responsibility); and (vi) will be supplied in a professional and workmanlike manner conforming with the generally accepted practices. Seller's warranty shall be effective for a period of time designated by Seller as the Deliverable's shelf life provided that Seller presents such information in unambiguous, clear and conspicuous terms in its documentation that Seller has provided to Seacon prior to Seacon issuing the Order. If the shelf life is not so presented, then Seller's warranty shall be effective for a period as set forth on the face of the Order. If the shelf life is not so presented by Seller and no such warranty period is stated on the face of the Order, then Seller's warranty shall be effective for a period of at least one (1) year from the date of acceptance by Seacon. This warranty will run to Seacon, its customers and users of its products.

(B) In addition to other remedies available at law or in equity, Seacon may, at its option, return to Seller for full refund any Deliverables which do not meet the warranties specified herein or require correction or replacement of such Deliverables, all at Seller's risk and expense. Packing and shipping shall be at Seller's cost.

(C) This warranty shall survive acceptance of the Deliverables.

6. TERMINATION FOR CONVENIENCE

(A) Seacon may terminate the Order, in whole or in part, at any time with or without cause, upon written notice to Seller. Upon receipt of such notice, Seller shall stop work immediately and terminate all orders and sub-contracts to the extent that they relate to the terminated work.

(B) There shall be no charges for terminating the Order with respect to standard goods. Any claim for termination charges for non-standard goods must be submitted to Seacon in writing within ten (10) days after receipt of the termination notice.

(C) Seacon's sole responsibility to Seller shall be to pay the contract price for such Deliverables as have been delivered as of the time such termination is effective and to reimburse to Seller its actual costs of materials and direct labor expended by Seller as of the termination date in reasonable anticipation of its fulfillment of the Order which are not recoverable by Seller, provided that no allowance shall be made to Seller for any overhead or anticipated profit for undelivered

Deliverables. Seacon shall not be responsible for any commitments made by Seller in advance of those necessary to comply with the schedules set forth in the Order. Upon payment of Seller's claim, Seacon shall be entitled to all Deliverables, materials and work in process paid for.

7. CANCELLATION FOR DEFAULT

(A) Seacon may cancel the Order immediately, in whole or in part, in the event Seller: (i) fails to make timely delivery, or (ii) breaches any other term or condition of the Order. Seller shall continue to supply any portion of the Order not canceled.

(B) In the event of such cancellation, at Seacon's request, Seller will transfer title to, and deliver to Seacon: (i) any completed Deliverables; (ii) any partially completed items and (iii) all unique materials and tooling. Prices for partially completed Deliverables and unique materials and tooling accepted shall be negotiated; however, in no event shall such prices exceed the Order price for said Deliverables.

(C) Upon the happening of any event or condition which may, in Seacon's good faith judgment, impair Seller's ability to perform hereunder, Seacon may demand, in writing, adequate assurance of Seller's ability to continue performance of the Order. If Seller does not provide written adequate assurance within fifteen (15) days of receipt of Seacon's demand, Seller shall be deemed to have rejected continued performance hereunder and to have materially breached the Order. In such event, Seacon shall have no further liability hereunder

8. LIMITATION OF LIABILITY

Except for claims arising from (i) indemnification obligations under the Agreement, or (ii) liabilities resulting from a party's intentional acts, gross negligence or wilful misconduct, neither party will be liable to the other party or a third party for any incidental, indirect, special, consequential, exemplary or punitive damages of any kind or for any loss of revenues, loss of profits, loss of goodwill or other forms of economic loss, even if the party or its authorized representative has been advised of their possibility, regardless of whether based on an action or claim in contract, equity, tort or otherwise.

9. INTELLECTUAL PROPERTY INDEMNITY

Seller warrants that the Deliverables purchased hereunder and the manufacture, sale and use thereof do not and will not infringe any third party patent, copyright, trademark, trade secret or other proprietary right ("Intellectual Property"). Seller hereby agrees to defend, indemnify and hold harmless Seacon, its employees, agents, distributors, dealers, affiliates, customers and users from all liabilities, obligations, costs and expenses (including reasonable attorneys' fees and costs), claims or demands for actual or alleged infringement of any Intellectual Property ("Infringement Claim") arising from the purchase, use or sale of Deliverables pursuant to the Order. Seller shall not settle such claims or demands without Seacon's written consent, such consent not to be unreasonably withheld. In addition to the foregoing, in the event of an Infringement Claim, Seller may (and in the case of a judgment, order or injunction that restricts the exercise of any rights granted herein, shall) at its expense, (i) obtain the right for Seacon and its Indemnitees to exercise their rights in accordance with the Agreement; or (ii) substitute non-infringing goods with equivalent functional capabilities as the original Deliverables.

10. INDEMNIFICATION AND INSURANCE

Seller agrees to defend, indemnify and hold harmless Seacon and its employees, agents, distributors, dealers, affiliates, customers and users from all liabilities, obligations, costs and expenses

(including attorneys' fees and costs) incurred by Seacon as a result of all claims, demands, actions or judgments on account of personal injury or death, or damages to property arising out of or in connection with Seller's performance of this Agreement. Seller shall affirm that Seller has the following types of insurance and minimum coverage amounts and, upon request by Seacon, transmit to Seacon a certificate of insurance affirming such insurance coverage:

- (A) Statutory worker's compensation in accordance with law;
- (B) a comprehensive general liability insurance policy that provides coverage on an occurrence basis that (i) includes third party liability coverage, protecting Seacon from property damage or personal injury caused by Supplier, (ii) has a minimum combined single limit of \$5,000,000.00 U.S., (iii) provides worldwide coverage, and (iv) indicates on its face that it is primary insurance; and
- (C) comprehensive automobile insurance for all owned and non-owned vehicles, covering at minimum, bodily injury and property damage, with a minimum liability limit of \$1,000,000.00 U.S. for each occurrence.

11. CONFIDENTIALITY

For purposes of the Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business or prospective business of the disclosing party (the "Disclosing Party"). In partial consideration of Confidential Information being provided to the respective parties to facilitate (i) Seacon's evaluation the quality and use of the Deliverables, and (ii) Seller's evaluation of Seacon's requirements, the following terms with respect to Confidential Information shall apply:

- (A) Except as provided herein, the receiving party ("Receiving Party") and its Representatives shall not disclose any of the Confidential Information of the Disclosing Party in any manner whatsoever and shall hold and maintain the Confidential Information in confidence using the same standard of care as it takes with its own Confidential Information of like nature, but no less than reasonable care. Notwithstanding the preceding, nothing herein shall in any way be construed to prevent, limit or restrict Seacon from exercising its rights under the Agreement, including those set forth in Section 6.
- (B) The Receiving Party may disclose the Disclosing Party's Confidential Information to the Receiving Party's representatives and third parties for purposes of carrying out or accounting for the Agreement who (i) are advised of the confidential nature of such Confidential Information, and (ii) are bound by a written agreement or a legally enforceable code of professional responsibility to protect the confidentiality of such Confidential Information.
- (C) If the Receiving Party is required by applicable law, rule, regulation or lawful order or ruling of any court, government agency or regulatory commission to disclose any Confidential Information, the Receiving Party agrees that it will, to the extent permitted by law, provide the Disclosing Party with prompt notice of such requirement in order to enable the Disclosing Party to seek an appropriate protective order or to take other steps to protect the confidentiality of such Confidential Information. In the event such notification is not permitted, such protection is not obtained or the Disclosing Party waives compliance with the provisions of the Agreement, the Receiving Party may disclose only that portion of the Confidential Information that it is legally required to disclose.

(D) Only with Seacon's prior written consent may Seller (i) advertise, make public statements, or publish information concerning the Agreement, an Order, or the relationship between Seacon and Seller, or (ii) use the name or trademark of Seacon with respect to any advertising, promotion, publicity, or representation that Seller may make in connection with Seller's business, services, or product lines.

(E) With respect to any Seacon Confidential Information (including proprietary information and intellectual property) provided by Seacon to Seller under the Agreement, Seacon grants to Seller the non-exclusive and non-transferable right to utilize such Seacon Confidential Information (including Intellectual Property Rights in such information) solely for the purposes of complying with its obligations under the Agreement.

(F) Subject to each Party's obligations under the above confidentiality provisions, nothing in the Agreement shall be interpreted or construed to limit either Party's right to independently pursue its business models, including any business activities involving those offered or contemplated by the other party, or to perform or to continue to perform its own independent research, development, manufacturing or marketing of any type even if such research, development, manufacturing or marketing pertains to technology related to any of the activities performed under the Agreement.

12. COMPLIANCE WITH LAWS AND SAFETY

(A) Seller guarantees that all Deliverables provided hereunder are produced, packed, labeled and shipped in compliance with all applicable laws. Seller agrees to comply with all Federal, State, County and local laws, rules, codes, executive orders and regulations (the "Laws") applicable to its provision of Deliverables hereunder. Seller agrees to hold harmless Seacon and its employees, agents, affiliates, customers and users from any liability arising from Seller's failure to comply with such Laws including without limitation (i) the following United States laws and regulations: Hazardous Materials Transportation Act, 49 C.F. R. §172, Comprehensive Environmental Response, Compensation and Liability Act of 1980, Consumer Product Safety Act, Toxic Substances Control Act, Occupational Safety and Health Act of 1970, Radiation Control for Health & Safety Act of 1968, Resource Conservation and Recovery Act of 1976, Clean Air Act, and the Clean Water Act, including the following obligations under the following U.S. Equal Employment Opportunity/Affirmative Action/Employment regulations: 41 C.F. R. §§60-1.4(a), 60-250.5(a), 60-741.5(a) and 29 C.F. R. part 470. Packaging must be compliant with the International Maritime Dangerous Goods ("IMDG") Code and IMDG regulations in effect at the time of shipment, if Deliverables are being shipped via ocean transport. Seacon reserves the right to inspect the Seller's facilities to ensure compliance with Laws. Seller hereby indemnifies, defends, and holds Seacon harmless from all losses, liabilities, fines, penalties, costs and expenses (including reasonable legal fees) in connection with any claim or proceeding made by any customer, governmental body or other third party resulting from any non-compliance by Seller with laws, orders and/or regulations.

(B) Without limitation of the foregoing, Seacon shall not be responsible for supervising and/or checking any health and safety requirements or risk assessments which are to be undertaken by the Seller pursuant to the Agreement. Such responsibility shall remain with the Seller at all times, notwithstanding any supervision or checks which Seacon or its representatives may undertake from time to time. Deliverables shall be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health and shall be supplied with full instructions for their proper use and maintenance, and with any necessary warning notices clearly displayed. Prior to delivery Seller shall furnish Seacon with a full and accurate written list (by name and description) of any harmful or potentially harmful properties,

components or ingredients in the Deliverables and shall thereafter promptly notify Seacon in writing of any changes thereto from time to time). The Seller acknowledges that Seacon will rely on such information in order to satisfy its own obligations for safety and regulatory compliance.

(C) Seller understands that failure by Seller to follow requirements mandated by law, order or regulation may expose Seacon and Seacon employees to criminal liability and as a consequence any failure may therefore be considered as a material breach of the terms governing the Order.

13. SETOFFS

All claims for money due or to become due from Seller, as applicable shall be subject to setoff by Seacon by reason of any counterclaim arising out of the Agreement or any other transaction with Seller or Seacon, as mutually agreed.

14. SEACON'S PROPERTY

All property and material furnished to Seller by Seacon or specifically paid for by Seacon shall be used only in the performance of the Order and shall remain the property of Seacon. Such property shall be held at Seller's sole risk and shall be kept insured by Seller at Seller's expense in an amount equal to the replacement cost with loss payable to Seacon. Such property shall be delivered in good condition, normal wear and tear excepted, to Seacon, DDP Seacon's plant, immediately upon request by Seacon.

15. USE OF SEACON'S NAME

Seller shall not in any advertising, sales promotion materials, press releases, public statements or any other publicity matters use the name of Seacon.

16. NOTICES. All notices to Seacon relating to the Agreement must be in writing, in English, and sent to the address set forth below. Notices to the Seller will be sent to addresses previously communicated to Seacon or via e-mail.

Seacon Corporation
Attn: Sean Condren
1917 John Crosland Jr. Drive
Charlotte, NC 28208 USA

With information copy by email to info@seaconcorp.com.

17. FREE TRADE CERTIFICATES OF ORIGIN

Seller shall determine eligibility of all goods for preferential treatment under any applicable trade treaty, including but not limited to the United States-Mexico-Canada Agreement ("USMCA"). If goods qualify, Seller shall prepare and provide a certificate of origin or other appropriate documentation to Seacon. Seacon may withhold payment of Seller's invoices pending receipt of such documentation for eligible goods.

18. FORCE MAJEURE

Seacon shall not be liable for delays due to causes beyond the control

and without the fault or negligence of the party whose performance is affected, including, but not limited to, acts of God, the government, fires, floods, import or export regulations, freight embargoes, labor disputes or strikes, acts of war, terrorism, national emergency, riot, civil disturbance, or unusually severe weather. In the event any such cause affects Seller's performance for a period of 10 or more days, Seacon shall have the right to terminate the Order for its convenience pursuant to Section 6.

19. RIGHTS AND REMEDIES

All rights and remedies of Seacon specifically set forth in the Agreement shall be in addition to any other or further rights and remedies provided at law or in equity. Failure of Seacon to insist upon strict performance of any term or condition of the Agreement shall not be deemed to be a waiver of Seacon's rights and remedies.

20. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard for conflict of law provisions, if any, that would lead to the application of another jurisdiction's laws.

21. DISPUTES

(A) In the event of any controversy or claim arising out of or relating to the Agreement, or the breach thereof, the parties hereto agree first to try and settle the dispute by mediation, administered by the International Centre for Dispute Resolution ("ICDR") under its Mediation Rules. If settlement is not reached within 60 days after service of a written demand for mediation, any unresolved controversy or claim arising out of or relating to the Agreement shall be settled by arbitration in accordance with the International Arbitration Rules of the ICDR.

(B) All disputes shall be heard by a single arbitrator. The seat and place of arbitration shall be Charlotte, NC, USA and the parties expressly consent to the use of remote or video proceedings for hearings and/or the presentation of evidence. The language of the arbitration shall be English. Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the parties, unless required by a court of competent jurisdiction. THE PARTIES ACKNOWLEDGE AND AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL.

22. SURVIVAL

These Conditions shall apply solely to the Order(s) issued by Seacon as provided for herein, and shall be inapplicable otherwise. Notwithstanding the foregoing, to the extent that these Conditions are deemed to be terminated or expired with respect to any Order, Sections 3-23 will survive any such termination or expiration hereof.

23. SEVERABILITY

If any provision of this Agreement is determined to be legally unenforceable or invalid, the remaining provisions will continue in effect. The parties will substitute a provision that most closely approximates the economic effect and intent of the invalid provision.