

RENUTRAK TERMS AND CONDITIONS OF PURCHASE
(Revision Date: March 15, 2024)

1. **TERMS AND CONDITIONS.** Each purchase order (“PO”) issued by RenuTrak, LLC. or any of its subsidiaries or other affiliates (“RenuTrak”) that incorporates or references these terms and conditions of purchase (these “Terms and Conditions”) represents an offer by RenuTrak to buy the equipment, components, materials, supplies and/or other goods (collectively, the “Products”) and/or services (the “Services”) described on the PO (and in all specifications, prints and other information submitted or identified by RenuTrak in connection with the PO (collectively, the “Specifications”) from the vendor to which this offer is addressed (“Vendor”), subject to these Terms and Conditions which, if RenuTrak and Vendor have a separate master agreement (a “Supplementary Agreement”) in effect for a PO is issued these Terms and Conditions are complementary to the Supplementary Agreement. This offer is not an acceptance of any offer by Vendor to sell, and it is expressly conditioned upon assent to these Terms and Conditions. RenuTrak objects to any and all additional and different terms contained on any of Vendor’s quotation, proposal, acknowledgement, invoice or other forms, or in any other communications from Vendor. If not previously accepted, this offer expires 30 calendar days after its date or upon RenuTrak’s prior notice of expiration to Vendor, unless Products conforming to this offer are subsequently shipped by Vendor, or Services conforming to this offer are subsequently performed by Vendor, and in either case are accepted by RenuTrak. This offer, including RenuTrak’s PO, all Specifications and these Terms and Conditions, when accepted by Vendor explicitly, by return of an acknowledgement, by shipment of ordered Products or performance of ordered Services, or otherwise, shall constitute the entire agreement between the parties on the subject hereof (the “Contract”), superseding any and all prior and contemporaneous understandings, communications and negotiations, whether written or oral. THIS OFFER AND ANY CONTRACT RESULTING FROM THE ACCEPTANCE OF THIS OFFER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE, U.S.A. THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS CONTRACT SHALL NOT BE GOVERNED BY THE PROVISIONS OF THE 1980 UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.
2. **CONTRACT PRICE; TAXES.** All prices in RenuTrak’s PO (the “Contract Price”) are firm, and no additional charges will be allowed unless specifically provided for in RenuTrak’s PO. RenuTrak shall not be liable for, and Vendor shall pay, all federal, state, local and foreign taxes, duties, customs, assessments and other fees and charges of any nature whatsoever imposed by any governmental authority arising in connection with the sale, purchase, transportation, use, performance, provision or possession of the Products and Services, except those taxes expressly identified in a PO as being payable by RenuTrak. Vendor shall issue an invoice for the Contract Price of the Products and Services covered by a PO upon delivery of all such Products (unless otherwise notated in the PO) and performance of all such Services, and each correct invoice will be paid within 45 days after it is received by RenuTrak unless different payment terms are specified in the PO. Payment of the Contract Price shall not constitute acceptance of the corresponding Products or Services. RenuTrak may offset any amounts owed to it or its affiliates by Vendor or any of its affiliates against any amounts owed by RenuTrak to Vendor under any PO.
 - a. **DEPOSITS; DOWN-PAYMENTS; PRE-PAYMENTS.** Any and all payments made by RenuTrak ahead of the delivery of Products or Services (or other such milestone point in which payment would be due under the PO), such as made explicitly as a down-payment or pre-payment (a “Deposit”). Any such Deposit shall be STRICTLY and SOLELY used for and only for the purpose of securing and delivering the specified Products or Services, or their sub portions and parts thereof called out in the PO, including manufacturing, securing inventory, mobilizing to site, design documents, or other purposes for use of the Deposit in such delivery as authorized by RenuTrak in writing (the “Deposit Purpose”). The same Deposit shall be considered and accounted on the Vendor’s accounting books as a “liability”. The cancellation of the PO, failure of Vendor to deliver upon the Deposit Purpose, and/or failure to deliver the Products or Services as so specified shall result in an immediate return in cash by the Vendor to RenuTrak the Deposit amounts paid. If Vendor so fails to immediately return the Deposit RenuTrak shall have the right, in addition to others it has under law, to lien property of the Vendor until the recovery of the Deposit is made by RenuTrak.
3. **DELIVERY.** Time is of the essence with respect to performance of the Contract, including delivery of drawings, other information and conforming Products and Services. The “Required By” date(s) or delivery date(s) set forth in the applicable PO are the required delivery dates at RenuTrak’s designated ship-to address, unless otherwise expressly set forth in the applicable PO. RenuTrak reserves the right to refuse all or any portion of the Products or Services and/or to cancel all or any portion of the Contract if Vendor fails to deliver timely any portion of the Products, or to perform timely any portion of the Services, in accordance with the Contract. If Vendor reasonably believe they will not meet the required delivery date(s) for the Products or Services, for any reason, Vendor shall provide RenuTrak with a prompt written notice of such delay and, unless RenuTrak cancels the Contract or updates / modifies the Contract including such delivery dates as a result, Vendor will endeavor to complete the delivery of Products or Services via the most expeditious available method, and any additional cost resulting from such method of transportation shall be borne by Vendor unless otherwise agreed to by RenuTrak. Vendor is not required to unreasonably anticipate delivery by purchasing materials or manufacturing quantities earlier than or in excess of what is reasonably required to meet RenuTrak’s delivery schedule and, if such potential arises, Vendor can seek written approval from RenuTrak to deliver ahead of schedule which will not be unreasonably withheld by RenuTrak. Items received in advance of RenuTrak’s delivery schedule may, at RenuTrak’s option if it has not already approved such ahead of schedule delivery, be returned at Vendor’s expense or be accepted and payment withheld until the applicable delivery date(s) set forth in the PO.
4. **SHIPPING, PACKING AND RISK OF LOSS.** Unless expressly stated otherwise elsewhere in the Contract, the shipping terms for all Products shipped from a location within the U.S. are F.O.B. (as that term is defined and used in Section 2-319 of the Uniform Commercial Code) RenuTrak’s designated ship-to facility or such other location as is designated by RenuTrak; and the shipping terms for all Products shipped from a location outside the U.S. are DDP (as that term is defined under INCOTERMS 2020) RenuTrak’s designated ship-to facility or such other location as is designated by RenuTrak. RenuTrak shall have the right to route all shipments. Immediately upon shipment, Vendor shall provide RenuTrak with written notice of shipment, specifying complete shipping and routing information. All Products shall be suitably

packed, marked with RenuTrak's PO number and other information specified by RenuTrak, shipped in accordance with the shipping instructions set forth in the Contract and all Applicable Laws, and otherwise prepared for shipment in accordance with the requirements of the carrier so as to obtain a competitive transportation cost. No charge shall be made to RenuTrak for boxing, packing, crating, carting, storage or transportation unless separately itemized elsewhere in the applicable PO. Itemized packing slips shall accompany each shipment, showing the PO number, quantity and description of the Products; and the last copy must state "Order Complete." In the event no such packing slip accompanies any shipment, the count or weight or other measure of RenuTrak shall be final and conclusive. RenuTrak shall not be obligated to accept any shipments in excess of the ordered quantity, and any excess or advance shipments may be returned to Vendor, or stored by RenuTrak, at Vendor's expense. Regardless of shipping terms, all risk that the Products may be lost, damaged, destroyed, stolen or delayed in transit shall be borne by Vendor until conforming Products have been actually received, inspected, tested and accepted by RenuTrak. Vendor shall be liable to RenuTrak for any loss or damage resulting from Vendor's failure to act so as to provide adequate protection during shipment. Additional expenses, charges or claims incurred as a result of deviation from the specified route, noncompliance with other shipping instructions or improper description of the shipment in shipping documents shall be borne by Vendor.

5. INSPECTION, ACCEPTANCE/REJECTION, RECORDS. The Products (and work-in-process and records relating to the Products, and the facilities where the Products are produced) and Services shall be subject to inspection, evaluation and testing by RenuTrak, its direct or indirect customers and/or governmental authorities (as applicable), at any reasonable time and from time to time before, during and after manufacture, delivery, assembly, installation and performance. Vendor shall provide access to its own and its subcontractors' facilities for such purposes, without charge. Notwithstanding prior inspections, the Products and Services are subject to final inspection, evaluation and testing at the facility designated by RenuTrak before or after assembly or installation, and notwithstanding any payment that may be made, the Products and Services shall not be deemed accepted until such in-facility inspection, evaluation and testing demonstrate to RenuTrak's satisfaction that the Products and Services conform to all applicable terms of the Contract. Title to Products shall pass to RenuTrak upon acceptance. If RenuTrak rejects any Products or Services as non-conforming, it shall notify Vendor in writing, and Section 7 (Remedies for Warranty Defects and Other Deficiencies) shall apply. Neither RenuTrak's inspection, evaluation, testing or approval before, during or after manufacture, delivery, assembly, installation and performance, nor acceptance, shall constitute a waiver of the right of subsequent rejection by reason of any latent or otherwise undiscovered defect or fraud, or a waiver of Vendor's warranties. RenuTrak may return rejected Products at Vendor's expense. Vendor shall comply with the best quality assurance/quality control ("QA/QC") procedures in its industry. All of Vendor's QA/QC and inspection records relating to the Products or Services shall be retained by Vendor during performance of the applicable PO and for at least seven (7) years thereafter and be furnished to RenuTrak upon its request, without charge.
6. WARRANTIES; LIEN WAIVERS. Vendor represents, certifies and warrants that the Products and Services provided to RenuTrak pursuant to the Contract shall for a period ending twenty-four (24) months after the Products are delivered and accepted or the Services are completed and accepted, or such other period (if any) that the parties have expressly agreed to in the applicable PO: (a) be free and clear of all liens, security interests and encumbrances, good and merchantable title thereto being vested in RenuTrak; (b) be free from defects in design, material and workmanship and of good and merchantable quality; (c) conform to, and be capable of performing as described in, all Specifications and other requirements set forth or referenced in the Contract; (d) be fit for the uses as advertised by Vendor publicly and / or as described, promised and advertised to RenuTrak individually; (e) be manufactured or otherwise fabricated and installed, or be performed, by adequately trained, properly supervised personnel in a good and workmanlike manner and in accordance with the best practices in Vendor's industry; (f) not incorporate or consist of commercial surplus, used, remanufactured or reconditioned material or components, or material or components of such age or so deteriorated as to impair the usefulness or safety thereof; and (g) comply with, and have been produced, processed, packaged, labeled, delivered, assembled, installed, performed and sold, and be capable of operating in conformity with, all applicable federal, state, local and foreign laws, regulations, rules, codes, orders and standards (collectively, "Applicable Laws"), including without limitation the U.S. Occupational Safety and Health Act of 1970, as amended ("OSHA"), and the U.S. Fair Labor Standards Act of 1938, as amended, and orders issued thereunder, all as amended from time to time. The foregoing warranties shall survive delivery, inspection, assembly, installation, acceptance and payment and shall run in favor of RenuTrak and its affiliates, and their respective customers, successors and assigns. Vendor acknowledges that it knows RenuTrak is relying upon Vendor's skill and judgment to select and furnish suitable Products and Services for RenuTrak's particular purposes. If Vendor is not the manufacturer of the Products it sells to RenuTrak, Vendor shall assign to RenuTrak all manufacturers' warranties on the Products; these manufacturers' warranties are in addition to Vendor's warranties set forth above. Upon RenuTrak's request, Vendor shall furnish RenuTrak with waivers of lien rights by Vendor and all others that are entitled to assert lien rights in connection with performance of the Contract.
7. REMEDIES FOR WARRANTY DEFECTS AND OTHER DEFICIENCIES. In the event any of the Products or Services shall be unsatisfactory, defective or inferior in quality, or shall not conform to the Specifications or any other requirements set forth in the Contract (including Vendor's warranties), or shall not be timely provided, or in the event Vendor otherwise breaches the Contract, RenuTrak, at its option and in addition to any other rights and remedies to which it is entitled under the Contract, Applicable Law or otherwise, may (a) require Vendor, at its sole cost and expense, to repair or replace the Products and/or to re-perform the Services properly, (b) retain the Products at an adjusted price, (c) hold the Products at Vendor's risk and expense pending Vendor's specific instructions, (d) return the Products to Vendor at Vendor's risk and expense for replacement, credit or full or partial refund, as RenuTrak shall direct, (e) purchase substitute goods or services, in which case Vendor shall pay to RenuTrak the excess of the delivered cost of such substitute goods or services over the Contract Price provided in RenuTrak's PO, plus all damages, losses and expenses incurred by RenuTrak as a result of Vendor's breach, and/or (f) cancel the Contract in whole or part, in which case Vendor shall pay to RenuTrak all damages, losses and expenses incurred by RenuTrak as a result of Vendor's breach. RenuTrak may also refuse to accept further delivery of Products or performance of Services under the Contract. Vendor shall reimburse RenuTrak for all of its costs and expenses relating to the assembly, installation, inspection, testing, removal, storage, handling, packing and/or transporting of any such unsatisfactory, defective, inferior or otherwise nonconforming Products, and Vendor shall assume all risk of loss or damage in transit to Products returned by RenuTrak. Notwithstanding the foregoing, RenuTrak reserves the right to repair the Products or re-perform the Services without voiding any of Vendor's warranties or other obligations under the Contract. Vendor shall reimburse RenuTrak for all of its costs and expenses relating to any such repair or re-performance. Vendor shall continue

performance of the Contract to the extent not cancelled pursuant to this section. If the Contract is cancelled as provided in this section, RenuTrak, in addition to any other rights provided herein or by law, may require Vendor to transfer title and deliver to RenuTrak (i) any completed Products, and (ii) such partially completed Products and materials, parts, tools, dies, fixtures, drawings, information, and contract rights as Vendor has specifically produced or acquired for the performance of the Contract.

8. INDEMNIFICATION. Vendor shall indemnify, defend and hold harmless RenuTrak, its affiliates and direct and indirect customers and facility owners, and its and their respective directors, officers, managers, owners, employees, agents, insurers, successors and assigns (collectively, the "Indemnified Persons"), from and against any and all claims, demands, actions, liabilities, losses, damages, costs and expenses, including attorneys' fees and legal expenses (collectively, "Claims and Damages"), including without limitation Claims and Damages for personal injury, death or property damage, that the Indemnified Persons, or any of them, may sustain or incur as a result of (a) any actual or alleged breach of any representation, warranty or covenant made by Vendor in these Terms and Conditions or elsewhere in the Contract, or (b) any negligent act or omission or intentional misconduct of Vendor, its employees, agents, affiliates or subcontractors, or (c) any defect or deficiency in any Product or Service furnished by Vendor; provided that Vendor shall not be required to indemnify the Indemnified Persons against any Claims and Damages that are solely caused by the gross negligence or intentional misconduct of any Indemnified Persons.
9. CHANGES. RenuTrak may make changes in the Specifications or in the Products or Services to be provided by Vendor pursuant to the Contract, or in the quantities to be provided or the time of performance, and Vendor shall provide the Products and Services in accordance with the change(s) so requested by RenuTrak. To the extent any such change increases or decreases the cost of, or the time required for, the performance of the Contract, Vendor or RenuTrak, as the case may be, shall be entitled to a reasonable and equitable adjustment in the Contract Price and/or performance schedule; provided, however, that under no circumstances shall RenuTrak be responsible for any materials or parts purchased by Vendor in excess of the quantities released or for the fabrication of parts in advance of the lead times necessary to provide the Products and Services in accordance with the terms set forth in the Contract. The burden of proving entitlement to any adjustment under this section shall be borne by the party requesting the adjustment. Any claim for adjustment by Vendor under this section must be made within 30 calendar days after RenuTrak delivers the written notification of the change, and if not made within such time period shall be deemed waived. Contract Price increases or schedule extensions shall not be binding upon RenuTrak unless evidenced by a change order issued and signed by an authorized representative of RenuTrak.
10. RENUTRAK PROPERTY. RenuTrak may from time to time deliver, or cause to be delivered, to the Specifications, component parts, supplies, machinery, tools, materials and other equipment and property owned by RenuTrak or its customers (collectively, the "RenuTrak Property"). Vendor shall use the RenuTrak Property only for purposes of the provision of the Products and Services pursuant to the Contract or in such other manner as RenuTrak may request in writing from time to time. Vendor shall at all times store the RenuTrak Property in a secure, covered and locked area at the facility to which it is shipped or at such other location as RenuTrak may approve in writing from time to time. Vendor shall maintain all risk property insurance on the RenuTrak Property for its replacement value, without charge to RenuTrak. Vendor shall not provide any of its employees, or any other person or entity, with access to the RenuTrak Property, except for those employees of Vendor who have a definable need to access the RenuTrak Property to permit Vendor to use the RenuTrak Property as authorized in this section. Vendor shall protect and care for the RenuTrak Property in the same manner as Vendor protects and cares for its own valuable property. Legal and beneficial title to the RenuTrak Property shall at all times remain with RenuTrak or its customers, as applicable. Vendor shall not assert any lien or other rights against any of the RenuTrak Property. Vendor shall maintain a system under which the RenuTrak Property is clearly identified as RenuTrak's property and is kept separate and distinct from any other property in Vendor's possession and take such other actions as RenuTrak may reasonably request to protect the ownership rights of RenuTrak (or its customers) in the RenuTrak Property. RenuTrak shall have the right to file UCC financing statements or other documents against Vendor to give public notice that the RenuTrak Property is owned by RenuTrak or its customers, and not Vendor. Vendor shall not transfer any interest in, or otherwise deliver possession of, any of the RenuTrak Property to any person or entity other than to RenuTrak or such other person or entity as is designated by RenuTrak in writing. At any time and from time to time upon RenuTrak's request, Vendor shall return the RenuTrak Property to RenuTrak or such other person or entity as is designated by RenuTrak in writing, in any case in accordance with the shipping instructions provided by RenuTrak. Vendor shall return the RenuTrak Property in the condition in which it was received by Vendor, except for ordinary wear and tear, and except to the extent the RenuTrak Property has been incorporated into Products provided to RenuTrak pursuant to the Contract or is consumed in the normal production of such Products. Vendor's responsibility with respect to the RenuTrak Property shall be that of a bailee, and Vendor shall indemnify and hold harmless the Indemnified Persons from and against any loss, theft or destruction of or damage to any RenuTrak Property that occurs prior to delivery of possession of the RenuTrak Property back to RenuTrak or such other person or entity as is designated by RenuTrak in writing. Vendor shall keep the Specifications confidential, shall not disclose any Specifications to third parties, shall use the Specifications solely to provide Products and Services to RenuTrak, and shall not retain or use any copies of the Specifications after providing the Products and Services to RenuTrak.
11. TOOLING. If Vendor manufactures, purchases or otherwise acquires any tools, dies or equipment in connection with the performance of the Contract and charges to RenuTrak include that for ore are used in the creation of the tools, dies or equipment (including through a tool service charge), such tools, dies and equipment shall be and remain RenuTrak Property.
12. REPAIR AND REPLACEMENT PARTS. Vendor shall make available to RenuTrak, for purchase at the prices set forth in the Contract (or if such prices are not set forth in the Contract, at such reasonable prices as the parties may mutually agree upon, such agreement not to be unreasonably withheld), repair and replacement parts and service tools for each component of the Products, for a period of at least eight (8) years after acceptance of the Products by RenuTrak. Notwithstanding the foregoing, the price payable by RenuTrak under this section for any such part or tool shall not exceed the lowest delivered price for that part or tool offered or charged by Vendor to any customer at any time during the six-month period immediately preceding the calculation of the price hereunder. Such lowest delivered price shall be determined after application of any type of price discount, credit, allowance, rebate, promotion or other financial consideration offered by Vendor.

13. DRAWINGS AND OTHER INFORMATION. RenuTrak and its customers shall be free to use and reproduce all drawings, designs, prints, data, plans, operation and maintenance and training manuals, technical publications, instructions, sales literature, and other information delivered by Vendor pursuant to the Contract to the extent reasonably necessary to assemble, install, operate, maintain, repair and/or perform, and/or make or have made repair or replacement parts for, the Products or Services, without additional compensation to Vendor. In addition to the other requirements set forth in the Contract, Vendor shall provide RenuTrak, without cost, with all “as-built” drawings relating to the Products prior to the date on which conforming Products are actually received, inspected, tested, assembled, installed and accepted by RenuTrak. Vendor’s compensation for any and all design work, drawings, prints, data, plans, manuals, publications, instructions and other tasks required in connection with the performance of Vendor’s responsibilities under the Contract is included in the Contract Price.
14. PROPRIETARY RIGHTS. Vendor represents, warrants and agrees that (a) neither the Products or Services (including any components, equipment, software or firmware), nor the sale or use thereof, shall in any way infringe or contribute to the infringement of any patent, copyright, trademark, service mark, trade dress, trade secret or other proprietary right in the U.S. or elsewhere, and no claim, action or suit alleging any such infringement or contribution to infringement is pending or threatened against Vendor, its employees, agents, affiliates or subcontractors; (b) Vendor has full power and authority to grant all of the intellectual property, proprietary and other rights granted by it in the Contract; and (c) all royalties, fees and costs (if there are any) for such rights are set forth in the applicable PO, and except as otherwise expressly set forth in the applicable PO, no royalties, fees or other costs are payable to Vendor or any third party for any such rights. If RenuTrak’s use of any of the Products or Services, or of any of the intellectual property or proprietary rights granted to RenuTrak under the Contract (the “granted rights”), is enjoined in connection with any claim, action or suit alleging that such Products, Services, or granted rights infringe or contribute to the infringement of any patent, copyright, trademark, service mark, trade dress, trade secret or other proprietary right in the U.S. or elsewhere, then Vendor shall, at its sole cost and expense, either (i) procure for RenuTrak and its customers the perpetual right to continue using the affected Products, Services and granted rights without restriction and without any obligation on the part of RenuTrak or its customers to make any royalty or other payments, (ii) replace the affected Products, Services and/or granted rights with non-infringing Products, Services and rights that do not adversely affect the right or ability of RenuTrak and its customers to use the Products, Services and/or granted rights as contemplated by RenuTrak on the date of the applicable PO (including any adverse effect relating to the functionality of the Products, Services or granted rights or the cost of using or maintaining the Products, Services or granted rights), or (iii) modify the affected Products, Services and/or granted rights in a manner that does not adversely affect the right or ability of RenuTrak and its customers to use the Products, Services, and/or granted rights as contemplated on the date of the applicable PO (including any adverse effect relating to the functionality of the Products, Services or granted rights or the cost of using or maintaining the Products, Services or granted rights) so that the affected Products, Services and/or granted rights become non-infringing. Vendor’s obligations under this section shall be in addition to, and shall not limit, restrict or otherwise affect in any way, the other obligations of Vendor under the Contract, Applicable Law or otherwise. Vendor hereby grants to RenuTrak and its affiliates, both direct and indirect, an irrevocable, perpetual, worldwide, non-exclusive, royalty-free license: (I) to use, and to authorize third parties to use, all inventions, discoveries, improvements, processes, designs, ideas, software and other intellectual property that Vendor conceives or first reduces to practice in the performance of the Contract, and (II) to reproduce, translate, publish, use and dispose of, and to authorize others to do so, any copyrighted or copyrightable materials delivered to RenuTrak by Vendor in connection with the performance of the Contract.
15. FACILITY RULES. To the extent any employees, agents or subcontractors of Vendor are required to enter any facilities designated by RenuTrak to perform Vendor’s obligations under the Contract, Vendor shall cause such employees, agents and subcontractors to abide by any and all applicable rules that the facility operator may have in effect or hereafter put into effect at such facility, including rules relating to workers, safety, use of cameras, security and confidentiality procedures or requirements, designated entrances, hours of work and the handling of equipment or materials.
16. TERMINATION FOR CONVENIENCE. RenuTrak may terminate for its convenience, without cause, all or any part of the Contract at any time by written notice to Vendor.
17. PUBLICITY; CONFIDENTIALITY. Vendor shall not describe or otherwise refer to the existence of the Contract, the Products or Services to be provided hereunder, or the name or trademarks of RenuTrak or its affiliates in any press release, public disclosure, advertisement, electronic communication, website or other promotional material of any nature whatsoever without the express, prior written consent of RenuTrak. RenuTrak and Vendor shall comply with the provisions of any nondisclosure or confidentiality agreement entered into between them, and the terms of the Contract will be treated as “confidential information” of each party. Vendor shall not sell or dispose of any property, including partially completed or defective Products, that incorporate any confidential information of RenuTrak without prior written authorization from RenuTrak, and without rendering such property unrecoverable and unsuitable for use.
18. COMPLIANCE WITH LAWS; EQUAL EMPLOYMENT OPPORTUNITY. Vendor shall comply, and shall cause each of its employees, agents and subcontractors to comply, with all Applicable Laws, as amended, including without limitation export/import laws and regulations, OSHA, the U.S. Truth in Negotiations Act, the U.S. Anti-Kickback Act of 1986, the U.S. Foreign Corrupt Practices Act, and anti-bribery and anti-discrimination laws and regulations, during and in connection with the performance of the Contract (in the case of Vendor’s subcontractors, during and in connection with performance of their obligations to Vendor related to the performance of the Contract). Without limiting the generality of the preceding sentence, **where applicable, Vendor shall abide, and shall cause each of its subcontractors to abide, by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), 60-741.5(a) and 29 CFR Part 471, Appendix A to Subpart 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 expression, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity or expression, national origin, protected veteran status or disability. Vendor shall include this paragraph in each subcontract it issues.** Vendor shall also remain, and shall cause each of its subcontractors to remain, in compliance with all environmental, health, safety and

labor laws, regulations, rules, codes, orders and standards applicable to the operation and use of the facilities at which Products or Services covered by the Contract are manufactured, produced, stored or performed.

19. NON-EXCLUSIVE RIGHTS. The rights and remedies set forth in any provision of the Contract shall be in addition, and without prejudice, to all other rights and remedies to which RenuTrak may be entitled under any other provisions of the Contract, an applicable Supplementary Agreement, Applicable Law or otherwise, including any right to specific performance or injunctive relief.
20. INSURANCE. During the time it is performing the Contract and for at least three (3) years thereafter, Vendor shall at its expense maintain workers' compensation insurance in accordance with statutory requirements, and commercial general liability insurance (including Premises/ Operations, Products/Completed Operations, Personal Injury, Products Liability, Contractual Liability and Property Damage) with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate, or such higher amounts as may be specified in the PO. RenuTrak and its affiliates shall be included as additional insureds on the commercial general liability insurance policy. Vendor will provide RenuTrak with a certificate of insurance upon request to evidence that it is maintaining the required insurance coverages.
21. GOVERNING LANGUAGE; ASSIGNMENT. The Contract shall be construed and interpreted in accordance with the English language only, which language will be controlling in all respects. No translation, if any, of the Contract shall have any force or effect in the interpretation of the Contract or in the determination of the intent of RenuTrak or Vendor. Vendor may not assign the Contract or any rights or obligations thereunder, whether voluntarily or by operation of law, without the express, prior written consent of RenuTrak.
22. CERTIFICATE. Vendor hereby certifies that all Products and Services furnished hereunder shall have been produced and performed in compliance with all applicable requirements of Sections 6, 7, 12, 13, 15 and 18 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the U.S. Department of Labor issued under Section 14 thereof, and in accordance with all Applicable Laws governing general conditions for labor employed in the production of such Products/Services.
23. COMPENSATION TO RENUTRAK'S AGENTS. No employee or agent of RenuTrak is permitted to solicit or accept any compensation or payment from Vendor or any other supplier, however characterized, in connection with the placement of any PO; and any rebate, discount, incentive or other amount offered in that connection shall be separately itemized in Vendor's invoice.
24. SPECIAL WARNINGS AND INSTRUCTIONS. Prior to and with the shipment of Products purchased hereunder, Vendor agrees to furnish to RenuTrak sufficient warning and notice in writing, including safety data sheets and appropriate labels on Products, containers and packaging, of any hazardous materials or chemicals that are an ingredient or a part of any of the Products, together with such special handling instructions as may be necessary to advise carriers, RenuTrak and its contractors and customers, and their respective employees and agents of how to exercise that measure of care and precaution which will best prevent bodily injury or property damage in the handling, transportation, processing, use, sale or disposal of the Products, containers and packaging shipped to RenuTrak.
25. GOVERNMENT CONTRACTS. If the work required by the Contract is in support of a U.S. Government prime contract or higher-tiered subcontract, the Contract shall and hereby does incorporate by reference those U.S. federal government laws, regulations, and contract clauses (e.g., Federal Acquisition Regulation (FAR) clauses and FAR agency supplemental clauses) that RenuTrak is required by the terms of its contract with its customer to include in the Contract and those that RenuTrak deems necessary to mitigate against business risks. If the work required by the Contract is in support of a state, local or foreign government prime contract or higher-tiered subcontract, the Contract shall and hereby does incorporate by reference those governmental laws, regulations and contract clauses that RenuTrak is required by the terms of its contract with its customer to include in the Contract and those that RenuTrak deems necessary to mitigate against business risks. Upon Vendor's written request, RenuTrak will identify those government laws, regulations and contract clauses that are incorporated by reference herein.
26. DISPUTE RESOLUTION. In the event of a dispute arise between the Parties relating to this Contract (a "Dispute"), the aggrieved Party must provide written notification of the Dispute to the other Party. The Parties agree to hold meetings (at least 2 if necessary) between representatives of the Parties which have decision-making and binding authority to attempt a good faith negotiation to resolve said Dispute. The first meeting shall occur no later than 5 business days after written notification with proceedings of any subsequent meetings occurring before 15 business days after the first meeting has passed. If the Parties have not succeeded in settling the Dispute within 30 business days from the first meeting, either Party may refer the Dispute to the processes as follows: Non-binding Mediation. The Parties shall engage with a non-attorney mediator within 15 business days in order to resolve the dispute through non-binding mediation in the state of Arizona. Such mediation session(s) may take place remotely via video conference if the representatives of the Parties do not reside in Arizona. If the Parties do not reach resolution thru non-binding mediation, they shall submit to binding-arbitration to be conducted 1) in the state of Arizona, 2) in accordance with the American Arbitration Association under the rules governing the nature of the dispute, 3) an arbitrator shall be selected upon mutual agreement of the Parties, if the Parties cannot agree with an arbitrator RenuTrak shall have the sole right to select. Any decision or award of the arbitrator shall be bound by all provisions of the Contract and the arbitrator shall have no authority or power to enter an award which is in conflict thereof. The prevailing Party shall be entitled to an additional award of some or all of its actual reasonable fees and documented expenses incurred in prosecuting or defending the Dispute and any monetary award rendered thereof shall be due and payable within 10 days following such award. Each Party hereby waves any right to trial by court of jurisdiction or jury. Pending final resolution of any Dispute, the Supplier shall proceed diligently with the performance of its duties and obligations under this Contract.
27. GOVERNING LAW. The Contract is governed by and construed in accordance with the laws of the State of Arizona, excluding any of its conflict of law provisions that would require the application of the laws of another jurisdiction.
28. COMPLETE AGREEMENT, SURVIVAL. This Contract, Purchase Orders issued pursuant to it, and any referenced attachments constitute the complete agreement between the Parties related to the Contract or PO. All provisions of the Contract, including any warranty, that

expressly or by implication come into or continue in force and effect after the expiration or termination of this Contract remain in effect and are enforceable following such expiration or termination in accordance with the terms hereof.

29. SEVERABILITY. Any provisions of this Contract prohibited or rendered unenforceable by local, state, or federal law is ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Contract.
30. CONFLICT OF TERMS. The Parties intend that the terms and conditions of this Contract, its referenced attachments, and any Purchase Order that may be issued relating to this Contract should be complementary with each other; however, in the event of a conflict between the terms and conditions of any PO and those of this Contract, the terms and conditions of the Purchase Order take precedence and control.
31. NONWAIVER; MODIFICATION. No waiver by either Party of any right or obligation under this Contract will be effective unless given in writing and signed by an authorized representative of the other Party. The failure of either Party to insist upon or enforce strict performance by the other Party of any of the terms of this Contract or to exercise any rights herein is not to be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion. This Contract may not be amended or modified unless such purported amendment or waiver is in writing and signed by an authorized representative of the Party to be bound.
32. ASSIGNMENT. RenuTrak may assign its rights, duties and obligations under this Contract, or a portion thereof, to an affiliate, third party, or to an entity that, directly or indirectly, acquires all or substantially all of the assets of the RenuTrak without prior written consent of any party. Vendor may not assign this Contract, any part hereof, or any rights or responsibilities hereunder, without the prior written consent of the RenuTrak except in the instance an entity, directly or indirectly, acquires all or substantially all of the assets of the Vendor. The terms of this Contract shall be binding upon any successor or assignee accordingly.