

**Spellman High Voltage Electronics Corporation and its subsidiary
("Buyer") Purchase Order Terms and Conditions for Suppliers
("Seller").**

TERMS AND CONDITIONS OF PURCHASE

- 1. ACKNOWLEDGEMENT/ACCEPTANCE/AUTHORIZATION:** This order is subject to the following terms and conditions as well as those terms and conditions appearing on the face of the relevant purchase order (herein "Purchase Order") and any mutually approved amendment or change order. The Purchase Order constitutes an **order** by Buyer to Seller to purchase, and Seller's agreement to sell and deliver, the manufactured products, or services, ordered (herein "Products") Seller must acknowledge receipt of this purchase order to Buyer within (5) five days after receipt or prior to shipment, whichever is first. This is to ensure that Seller is in receipt of order, and terms and conditions of quantity, price, description, specifications and shipping date and other conditions are understood. Failure to submit said acknowledgement within five (5) days, or upon shipment of the goods, shall constitute acceptance of this purchase order in its entirety. **Any terms or conditions proposed by Seller inconsistent with or in addition to these terms or conditions are expressly rejected and shall be void and of no effect unless specifically agreed to by Buyer in writing.**
- 2. PRICE AND TAXES:** Prices in the Purchase Order for Products may not be increased without the consent of Buyer. Seller represents and warrants to Buyer that the prices charged for the Products being purchased do not exceed the lowest price charged to any other buyers of Products for similar quantities and shipping requirements, or the price for services.
 - a. Unless otherwise agreed, prices for Products include all applicable charges for packing and storage, import or export license fees, shipping charges to Buyer's delivery location, insurance, duties, value

added, sales, use and any other applicable United States and foreign taxes, all of which shall be stated separately in Seller's invoice. All duties and taxes assessable against the Products prior to receipt of the Products by Buyer shall be paid by Seller.

b. Any increases in Prices for Products shall be subject to the written agreement of the parties after discussion by the parties.

3. **INVOICES:** Seller's invoices for payment for the Products shall include Buyer's Purchase Order number; Buyer's part number; description of Product; invoice quantity; unit of measure; unit prices; and other information as required by law or requested by Buyer. A bill of lading must accompany each invoice. Payment of an invoice shall not constitute acceptance of Products. Each invoice must be submitted by Seller within 30 days after delivery of the Products.
4. **PAYMENT OF INVOICES:** Unless otherwise stated in the Purchase Order, buyer shall pay for Products within payment terms of Net 60 (sixty days) after delivery to Buyer and final acceptance by Buyer.
5. **SET-OFF:** Buyer reserves the right to set off any amount owed by Buyer to Seller against any amount owed by Seller to Buyer.
6. **DELIVERY OF PRODUCT:** All deliveries of Products shall be in strict conformance with the Purchase Order. The time and schedule of the deliveries are of the essence in this Purchase Order. If the deliveries of any Products are not completed when required under this Purchase Order, Seller may be liable to Buyer for Buyer's direct damages resulting from delays beyond the contemplated date of delivery completion, except for delay caused solely by forces beyond the control of Seller, up to a cap of an amount equal to the Purchase Order amount. Delivery shall be made pursuant to the schedule, via the carrier and to the place specified by Buyer. Seller will clearly identify the country of origin on all products delivered. Seller shall comply with Buyer's international shipping instructions which include country of origin, marking and other instructions for exports; packaging and labelling requirements; and transportation routing guidelines.

7. **DELIVERY SCHEDULE:** Goods shipped to Buyer in advance of the delivery schedule may be rejected or returned to Seller at Seller's expense. If Seller has reason to believe that deliveries will not be made as scheduled, Seller will provide minimum of 24 hours written notice to buyer, describing the cause and expected duration of the delay. Buyer reserves the right to cancel the order and reject the Products upon any default or delay in delivery by Seller.
8. **QUANTITY:** The quantity(s) indicated, either total or per each schedule release, when indicated shall be adhered to by Seller. Overruns will not be accepted, or Buyer held liable, and will be returned to Seller at Seller's expense. On blanket orders or multi scheduled shipments the quantity listed or 5% less will be acceptable or satisfactory through completion of this order. Any changes to the above must be authorized in writing by Buyer prior to implementation.
9. **FABRICATION:** All goods ordered and furnished to Buyer requirements specifically, as indicated by drawings, specifications or other technical data furnished with or included on the face of this order by Buyer, will not be fabricated by the Seller in excess of 30 days in advance of the shipping schedule(s) and quantity(s) indicated. Any fabrication in advance of these instructions will be at the Seller's risk. In the event of specification or schedule changes, Buyer will not be liable or responsible beyond such 30-day period, except in such cases where compliance to quantity(s) or shipping schedule otherwise mandates or warrants, and advance notice is supplied to and agreed to by Buyer. In the event of cancellation or termination, Buyer will only be responsible as set forth in section titled Termination.
10. **PACKAGING:** Seller will package and label all Products in a manner that is (i) in accordance with all applicable laws and good commercial practice, including but not limited to all applicable wood packaging certifications and disclosures, (ii) in accordance with I.C.C. regulations, (ii) acceptable to common carriers; and (iii) adequate to insure safe arrival of the Products at the named destination. Seller will mark all containers with necessary lifting, handling, and shipping information with Purchase Order numbers, date of shipment and the names of consignee and consignor and include an itemized packing list. Solid

wood packaging materials shipped to Spellman must be in accordance with the International Plant Protection Convention Requirements for Wood Packaging Material.

- 11. TITLE AND RISK OF LOSS:** Title and risk of loss shall pass to Buyer upon delivery to and acceptance by Buyer at Buyer's designated location, according to the terms of the Purchase Order. Seller will bear all risk of loss, damage or destruction to the Products until final acceptance of the Products by Buyer at its point of delivery. Seller will bear the same risk with respect to any goods rejected by Buyer.
- 12. INSPECTION, TESTING AND ACCEPTANCE:** All Products shall be subject to final inspection, testing and acceptance by Buyer after delivery to Buyer's destination. Inspection may be performed at Buyer's option on a statistical sampling basis, in accordance with ANSI/ASQ Z1.4-2003 (R2013). Buyer shall have a reasonable time after delivery or performance to inspect the items delivered or services performed. Buyer, at its option, may reject any Products not in conformity with the requirements and terms of this Purchase Order, including warranties, specifications, form, fit or function, drawings, performance requirements, damage, and defects in workmanship, materials or manufacture. Inspection by Buyer shall not relieve Seller of its obligation to comply fully with this Purchase Order.
- 13. REJECTION:** Buyer will notify Seller of any rejection by either notice in writing or by the return to the Seller of the rejected goods at Seller's expense. Buyer reserves the right to reject and return the entire lot or any portion thereof. Buyer may, at its option, supply QC and inspection data of any non-conforming lot as requested by Seller. At Buyer's sole option, Seller may be allowed to replace defective goods with conforming goods within a reasonable amount of time by issuing a Rejection Replacement Order, without invalidating any remainder of unshipped balance of this order.

14. SELLERS WARRANTIES:

Products: Seller represents and warrants to Buyer that all manufactured Products and components delivered under this Purchase Order:

- a. Are free from defects in workmanship, materials, manufacture and design (to the extent the design is provided by the Seller);
- b. Shall be safe, merchantable and fit for the purposes intended by Buyer;
- c. Comply with the requirements of this Purchase Order including any drawings or specifications;
- d. Are new and not used or reconditioned.

Seller further represents and warrants that:

- e. Seller and its agents and subcontractors comply with all applicable laws, rules and regulations, including but not limited to import, export and re-export of products, commodities, materials, technical data and software, health and safety, labor and employment, the environment, the use, treatment, disposal and handling of hazardous chemicals and materials, data privacy, data protection, and security breach notice laws and regulations, and
- f. Seller has good and marketable title to the Products, free of any liens, security interests or encumbrances or restrictions on resale.
- g. There are no restrictions on Seller that would impair Seller's ability or right to enter into this Agreement or fulfill its terms.

Services: Seller represents and warrants that all services shall be completed in a timely, professional, workmanlike manner, with a degree of skill and care in conformity with sound professional practices, industry standards and in accordance with the Purchase Order for the services.

The foregoing warranties are conditions to the Purchase Order, and shall not be deemed to be exclusive, are in addition to all other warranties express or implied, shall be enforceable by Buyer together with any other warranties from third parties such as sub-contractors and sub-suppliers, shall survive acceptance and payment by Buyer, and shall run in favor of Buyer, its successors, assigns, customers and users of the Products.

If any manufactured Products do not meet the warranties and representations specified herein or otherwise applicable, Buyer may, at its option:

- a. require Seller to repair or replace any defective or non-conforming Products, at no cost to Buyer, or
- b. return such defective or non-conforming Products to Seller at Seller's expense and recover Seller any monies paid by buyer, or
- c. correct or replace the defective or non-performing Products itself and charge Seller for the cost of such correction.

If any services provided by Seller fail to comply with the above warranties and representations then Seller will, at Buyer's option, either promptly re-perform or redeliver such services to conform to the warranties and representations or compensate Buyer for all amounts it paid to have the services completed.

15. PRODUCT EPIDEMIC FAILURE WARRANTY: In addition to the warranties specified in this Agreement, Seller warrants all manufactured Products against epidemic failure for the three-year period following Buyer's acceptance of the Products. An epidemic failure shall mean the occurrence of the same or similar failure in any 20% of the Products within any one-year period after the previous warranty year.

16. RETENTION OF PAYMENT TO INDEMNIFY AGAINST LIENS: If at any time there should be any lien which, if established, Buyer might become liable, and which should, in any event, be charged to Seller, Buyer shall have the right to retain (in addition to its other remedies), out of any payment due, or to become due, to Seller, an amount sufficient to indemnify Buyer against such lien or claim, including bond premiums and reasonable counsel fees in discharging the lien, and to apply those funds in such a manner as Buyer deems proper to secure protection and/or satisfy such claim and lien. This provision shall not apply if Buyer has not paid Seller in accordance with this Purchase Order which in turns results in liens being filed. If any such lien or claim arises after all payments are made to Seller (or in the event retained amounts are insufficient

to make Buyer whole), Seller shall compensate Buyer for all sums which it has paid, or may be compelled to pay, in discharging such lien or claim, including all reasonable counsel fees and/or other charges.

17. **CALIFORNIA PROPOSITION 65** Seller shall comply with all applicable requirements of Proposition 65 and make all disclosures to Buyer required by Proposition 65.
18. **SELLER'S QUALITY CONTROL PROGRAM:** Seller shall have and maintain a Product quality control program to conform to an ISO or a comparable recognized quality standard in Seller's industry, and shall provide satisfactory evidence of such program to Buyer. Seller shall provide Buyer access to Seller's facilities to inspect such quality program
19. **BUYER'S RIGHT TO INSPECT AND AUDIT SELLER:** At Buyer's request, Seller will allow Buyer to audit and to copy any documents, data or other information in Seller's possession, custody or control regarding the performance of Seller's obligations under this Purchase Order.
20. **BUYER CHANGE ORDERS:** Buyer shall have the right at any time to make changes to the Purchase Order by written notice to the Seller. If such change causes an increase in the cost of Product or the time of delivery by Seller, an equitable adjustment will be made in the Purchase Order. Acknowledgement of requested change should occur within five (5) business days of the change. Failure to submit said acknowledgement within five (5) days, or upon shipment of the goods, shall constitute acceptance of this purchase order change.
21. **SELLER PRODUCT CHANGE REQUEST:** Any changes planned by Seller to the Product, including both material and process changes, which may affect form, fit, function, reliability, serviceability, performance, interchangeability, regulatory compliance, safety or interface with Buyer's equipment or products must be approved in writing, in advance by Buyer. The change must be described in a written Seller's Change to Product Request delivered to Buyer at least ninety (90) business days prior to Seller's implementation of the proposed change. Buyer will then have thirty (30) business days to approve or disapprove the request.
22. **BUYER'S PROPERTY:** Buyer may from time to time furnish property to Seller to use in performance of the Purchase Order. Seller shall clearly mark,

inventory and keep segregated and identifiable all of Buyer's property delivered to Seller. Seller assumes all risk of loss, destruction or damage of such property. Upon request Seller shall provide Buyer with proof of insurance coverage adequate to cover any loss or damage to the property. Upon completion or termination of this Purchase Order, Seller shall return such property to the Buyer, as directed by Buyer. Seller shall deliver such property to Buyer in good condition, normal wear and tear excepted.

23. **TOOLING:** Seller acknowledges that its performance may require it to create or purchase tooling. All tooling, gauges, material, dies and other process equipment furnished to or created by Seller shall be the property of Buyer, shall be identified clearly by Seller as "Property of Spellman High Voltage Electronics Corporation", shall be stored and maintained safely, and shall not be used except in performance pursuant to this agreement. If Buyer has assigned an asset number or other means of identification to any of its property in Seller's possession, that property shall also be clearly identified with that asset number. Property which can be engraved or stamped without damaging or detracting from its function or usefulness (for example, tooling, tools dies) shall be marked by that method. Property not suited to engraving or stamping shall be marked either permanently or temporarily by a method suited to the particular property. All such property shall be insured by Seller in an amount equal to its replacement cost with loss payable to Spellman High Voltage Electronics. Buyer may remove any such property from Seller's premises at any time upon ten days' notice. Seller waives all rights it has or may acquire to retain possession of such property or to claim a lien thereon, whether pursuant to statute or common law.
24. **SELLER'S INDEMNITY OF BUYER:** Seller shall indemnify, hold harmless, and at Buyer's request, defend Buyer, its officers, directors, customers, agents and employees, against all claims, liabilities, damages, losses, and expenses, including reasonable attorney's fees and costs of suit arising out of or in any way connected with the Products, including services, provided pursuant to the Purchase Order, including without limitation, (i) any claim based on the death or bodily injury to any person, destruction or damage to any property, or contamination of the environment or associated clean-up costs, (ii) Seller

failing to satisfy the applicable laws and regulations for an independent contractor, (iii) any claim based on the negligence, omissions, or willful misconduct of Seller or any of Seller's affiliates, (iv) Seller failing to satisfy its obligations with regard to protection of Confidential Data as described in this Purchase Order, (v) Seller failing to comply with the applicable laws, rules or regulations, and (vi) any claim by a third party against Buyer alleging that the Products, including services, or the results of such services, infringe a patent, copyright, trademark, trade secret, or other proprietary right of a third party. Seller shall not settle such suit or claim without Buyer's written approval. Seller agrees to pay or reimburse all costs that may be incurred by Buyer in enforcing this indemnity, including reasonable attorney's fees. Should the use of any Products or services by Buyer or any customer or third party be enjoined or be the subject of a legal proceeding, Seller shall at its sole cost and expense, either (a) substitute fully equivalent non-infringing Products or services; (b) modify the Products or services so that they no longer infringe but are fully equivalent in form, fit and functionality, (c) obtain for Buyer its distributors, contractors and customers the right to continue to use the Products or services, or (d) if none of the foregoing are possible, refund all amounts paid for the infringing Products or services.

25. LIMITATION OF DAMAGES: IN NO EVENT WILL BUYER BE LIABLE TO SELLER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF PROFITS WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE ARISING OUT OF OR RELATED TO THIS PURCHASE ORDER AND WHETHER OR NOT BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

26. CONFIDENTIALITY OF BUYER INFORMATION; PROTECTION OF BUYER PROPRIETARY INFORMATION: Seller may acquire knowledge of Buyer Confidential Information (as defined below) during its relationship with Buyer. Seller agrees to keep such Buyer Confidential Information in confidence during and following termination or expiration of the Purchase Order and will not use such information without the prior written consent of Buyer. Buyer Confidential Information shall include but not be limited to, all information,

whether written or oral, in any form, including information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, suppliers, finances, personnel data, and other material (including all drawings, designs, specifications and data provided to Seller by Buyer, and other material considered proprietary by Buyer). In addition, Buyer Confidential Information includes any third party proprietary or confidential information disclosed by Buyer to Seller in the course of providing Products or services to Buyer.

- a. Buyer Confidential Information does not include any information which Seller lawfully knew without restriction on disclosure before Buyer disclosed it to Seller; which is now or becomes publicly available through no wrongful act or failure to act of Seller; or which Seller developed independently without use of Buyer Confidential Information. Seller may also disclose Buyer Confidential Information that is required to be disclosed by a lawful requirement of a U.S. government agency or court as long as Seller provides prompt notice to Buyer of such requirement before disclosure.
- b. Seller agrees to limit its internal distribution of Buyer Confidential Information to its employees having a need to know such information in order to complete the Purchase Order, and Seller will obtain written confirmation from such employees that they are aware of the Buyer Confidentiality Agreement and will comply with its terms. Seller will use reasonable care to protect the confidentiality and security of such data.
- c. All Buyer Confidential Information is and shall remain the property of Buyer. Upon Buyer's request, or the termination of this Purchase Order, Seller shall return and assign to Buyer all Buyer Confidential Information

27. INTELLECTUAL PROPERTY OWNERSHIP, WORK PRODUCT: Buyer shall have all ownership rights, title and interest in and to all inventions, ideas, discoveries, improvements, trade secrets, drawings, documents, and other materials and data conceived or developed by Seller for Buyer through Seller's work on the Purchase Order (collectively called "Work Product"). Seller acknowledges that

the Work Product is Work for Hire paid for by Buyer. Seller hereby assigns to Buyer all of Seller's right, title and interest to the Work Product.

28. **DATA SECURITY:** Seller shall take all appropriate legal, organizational and technical measures to protect the data security of Buyer's Confidential Information and prevent unauthorized access to, or use of such information. Seller shall immediately advise Buyer of any data breaches that affect Buyer's Confidential Information. If Seller is performing any work or services that would permit Seller access to Buyer's information technology or data systems, Seller shall execute and deliver to Buyer a Spellman Customer Data Security Agreement.
29. **TERMINATION:** Buyer may terminate this Purchase Order immediately upon written notice to Seller if Seller fails to perform or otherwise breaches the terms of the Purchase Order, files a petition in bankruptcy, becomes insolvent, dissolves or liquidates its assets or transfers a controlling interest in Seller to a third party. In the event of such termination Buyer shall pay Seller for the Products delivered and accepted, and/or the services performed, if any.
- (a) In case of such termination for cause, in addition to its other remedies under this Purchase Order and applicable law (including, among others, the remedy of cover), Buyer may take possession of, use and install, any and all Products, furnished by Seller so long as such Products have been paid for by Buyer. Further, Seller will be deemed to have offered to Buyer an assignment of all of its subcontracts or purchase orders relating to its performance under this Purchase Order (which subcontracts and purchase orders Seller shall require to be assignable under the events contemplated in this provision).
 - (b) Buyer may terminate this Purchase Order for convenience upon thirty (30) days prior written notice to Seller. In that event Buyer shall pay Seller for Products delivered and accepted, and/or the services performed, if any.
30. **ETHICS; ANTI-CORRUPTION:** Buyer is committed to conducting its operations in compliance with all applicable laws, and to uphold the highest standards of ethical conduct. For that reason, Buyer has adopted the Spellman High Voltage

Electronics Corporation Global Code of Conduct (herein the “Code”), applicable to suppliers. By executing this agreement, Seller confirms that it has reviewed and accepted the Code and agrees to comply with the applicable portions of the Code. A copy of the Code may be found at <https://www.spellmanhv.com/en/About/Policies/Code-of-Conduct>. The Code is hereby incorporated by reference into the Purchase Order.

31. **INSURANCE:** Seller shall have and maintain the insurance requirements and shall name Buyer as an additional insured as set forth on the certificate of insurance attached hereto and made a part hereof.
32. **COMPLIANCE WITH LAW:** Seller shall comply with all United States Federal, state and local laws, rules and regulations that apply to it and its performance of this Purchase Order.
33. **COMPLIANCE WITH U.S. EXPORT/IMPORT AND TRADE SANCTIONS LAW:** Seller shall not import, export, re-export, resell or transfer any part of the Products in violation of United States law, rules or regulations.
34. **CONFLICT MINERALS:** Seller shall not use any conflict minerals, as that term is defined under United States law, in the Products to be sold hereunder.
35. **COUNTERFEIT PARTS:** Seller shall not use any counterfeit parts in the production, sales or repair of Products sold hereunder. All such parts shall be manufactured by the source indicated on the part and in the Product information supplied by Seller to Buyer.
36. **INDEPENDENT CONTRACTOR:** Seller is an independent contractor with respect to the Purchase Order and is not an agent or employee of Buyer.
37. **END OF LIFE NOTICE:** Seller will provide Buyer with twelve (12) months written notice of the Product’s end-of-sale date, and the last day when the Product may be ordered.
38. **U.S. FDA REQUIREMENTS:** Seller agrees to comply with (and that its Products and services will comply with) all applicable U.S. Food and Drug Administration laws, rules and regulations.
39. **APPLICABLE STATE LAW:** The Purchase Order and the parties’ performance hereunder shall be construed and enforced in accordance with the laws of the State of New York, with the exception of its conflict of law rules.

40. **DISPUTE RESOLUTION:** Any dispute, or claim shall be resolved first through good faith negotiations between the parties. If the dispute or claim cannot be resolved between the parties, then either party may commence an action to resolve the dispute in New York State Court in Suffolk County, New York and the parties shall submit to the sole jurisdiction of that court. Seller agrees that a dispute or question arising as to the interpretation of any provision of this Purchase Order will not stop or delay any delivery.
41. **NON-ASSIGNMENT:** Seller may not assign this Purchase Order or any rights or duties hereunder without the prior written consent of Buyer. Any attempt to assign this Purchase Order without prior written consent of Buyer shall be deemed null and void.
42. **SELLER'S CONTRACTOR MANAGEMENT GUIDE:** If work is to be performed on or at a Spellman High Voltage Electronics facility, then the Spellman High Voltage Electronics Corporation Contractor Management Guide shall be incorporated by reference into the Purchase Order for the work, and executed by Seller.
43. **AMENDMENT OF AGREEMENT:** This Purchase Order may only be modified or amended in writing executed by both parties.
44. **NON-WAIVER:** If Buyer fails to enforce any provision of this Purchase Order, such failure shall not be construed as a waiver of such provision.
45. **SURVIVAL OF PROVISIONS:** The terms of this Purchase Order shall survive any termination or completion of the Order.
46. **NOTICES:** Any written notice required by this Purchase Order shall be sent by e-mail or by overnight commercial carrier or other guaranteed delivery to the other party at the following addresses:
47. If to Buyer:
48. If to Seller:

U.S. GOVERNMENT CONTRACTS REQUIREMENTS: Any such government contract requirements are set forth on Appendix_____, attached hereto and made a part hereof.