

GENERAL TERMS AND CONDITIONS OF PURCHASE

These General Terms and Conditions of Purchase (hereinafter "Agreement") shall apply to all purchases of goods and/or services (collectively referred to as "Goods") by Osgood Industries, LLC, including its affiliates and subsidiaries (hereinafter "Osgood"), from a seller ("Seller") pursuant to a Purchase Order ("Order") issued by Osgood. This Agreement shall govern all transactions unless otherwise agreed to in writing by an authorized representative of Osgood.

1. GENERAL PROVISIONS

This Agreement constitutes the entire agreement between Osgood and Seller with respect to the subject matter herein and supersedes all prior course of dealings, discussions, negotiations, understandings, or agreements, whether oral or written. No modification, amendment, or waiver of any provision of this Agreement shall be valid unless made in writing and signed by both parties. All terms and conditions contained in any purchase order or other document purporting to set forth terms and conditions of sale that conflict in any respect with this Agreement are rejected. Any acceptance or payment for Goods does not constitute acceptance of Seller's terms and conditions. Failure to object to provisions contained in any document or other communication from Seller shall not be construed as a waiver of these conditions nor an acceptance of any such provisions. Osgood reserves the right to correct clerical and stenographic errors at any time.

2. ORDERS, ACCEPTANCE, AND MODIFICATIONS

All Orders, contracts, and modifications of same must be in writing. Oral agreements, including any modifications to this Agreement, shall not be binding unless confirmed in writing by an authorized representative of Osgood. Seller shall confirm receipt and acceptance of each Order in writing within two (2) business days. Failure to confirm shall entitle Osgood to cancel the Order without liability. If Seller proceeds with the fulfillment of an Order without providing confirmation within the required time, such action shall be deemed as acceptance of the Order under this Agreement. No modification, addition, or deletion to an Order shall be valid unless executed in writing and signed by both parties.

3. PRICING AND PAYMENT TERMS

Unless otherwise agreed to in writing, all prices shall be based on "Delivered at Place" (DAP, Incoterms 2020), including all packaging costs. Prices shall be firm and not subject to escalation. The price shall not include value-added tax (VAT) unless expressly stated. Osgood shall make payments within sixty (60) days from the later of the receipt of a correct invoice or acceptance of the Goods. Osgood reserves the right to withhold payment for non-compliant invoices or non-conforming Goods. Each invoice submitted by Seller must reference the applicable Order number and provide detailed descriptions, including itemized breakdowns of all charges, to ensure timely processing.

4. SET-OFF RIGHTS

Osgood shall have the right to set off any amounts owed to Seller against amounts due to Osgood from Seller under this or any other agreement. Seller shall have no right to set off without Osgood's prior written consent. Osgood reserves the right to withhold payment to Seller in the event of any claims, or deductions resulting from Seller's non-compliance with its contractual obligations under this Agreement.

5. RIGHT OF INSPECTION

Osgood reserves the right to inspect Seller's facilities, production processes, and relevant records at any reasonable time. Seller shall provide full access and cooperation during such inspections. Failure to permit inspection shall be a material breach of this Agreement.

6. TIME OF PERFORMANCE

Time is of the essence. Seller acknowledges that timely delivery of Goods is a material requirement. Failure to meet agreed-upon delivery deadlines shall entitle Osgood to cancel the Order, procure substitute Goods at Seller's expense, and pursue all its legal remedies available at law or in equity. Seller shall provide immediate written notice to Osgood of any anticipated delay and shall undertake all commercially reasonable efforts to mitigate potential disruptions.

7. DELIVERY, TITLE, AND RISK OF LOSS

Delivery deadlines are binding, and Seller shall strictly adhere to agreed-upon quantities, schedules and delivery deadlines. Title and risk of loss shall transfer to Osgood upon delivery, except for non-conforming Goods, which shall remain Seller's responsibility until Osgood provides written acceptance. Seller shall be responsible for all shipping, handling, and insurance costs until Osgood accepts the Goods. If partial deliveries are permitted under an Order, Seller shall notify Osgood in advance and ensure that all shipment documents include a clear reference to the applicable Order.

8. LIQUIDATED DAMAGES

In the event of delivery after the delivery deadline, Seller shall pay liquidated damages for such late delivery equal to two percent (2%) of the total Order value per week of delay, up to a maximum of five (5) weeks. Beyond this period, Osgood may declare a material breach and seek all damages available at law or in equity. Seller acknowledges that actual damages for such late delivery are difficult to quantify and such liquidated damages represent a fair and reasonable estimate of Osgood's losses due to delay and shall not be construed as a penalty.

9. WARRANTY AND NON-CONFORMING GOODS

Seller warrants that all Goods shall be new, free from defects in materials and workmanship, and conform to Osgood's specifications for a period of twenty-four (24) months from acceptance ("Warranty Period"). Osgood reserves the right to reject and return non-conforming Goods at Seller's expense. Seller shall be responsible for all costs associated with returning, repairing, or replacing defective Goods. Seller warrants that all Goods comply with applicable industry standards, governmental regulations, and safety requirements.

10. RECTIFICATION OF DEFECTS

Seller shall, at its sole expense, promptly repair or replace any defective Goods within ten (10) business days of notice. If Seller fails to remedy the defect, Osgood may undertake necessary corrections at Seller's expense. The warranty period for repaired or replaced Goods shall restart upon Osgood's receipt and acceptance of same. Any repaired or replaced Goods shall be subject to the same warranty provisions as the originally delivered Goods.

11. INDEMNIFICATION

Seller shall indemnify, defend, and hold harmless Osgood against any claims, damages, liabilities, and expenses (including attorneys fees and costs) arising from Seller's performance under this Agreement, including but not limited to product defects, warranty breaches, and non-compliance with laws. Seller's indemnification obligations shall survive the termination of this Agreement and extend to any claims brought against Osgood by third parties.

12. INTELLECTUAL PROPERTY RIGHTS

Seller represents that the Goods provided do not infringe on any third-party intellectual property rights. Seller shall indemnify Osgood for any infringement claims and shall obtain all necessary licenses at its sole expense. Any intellectual property developed by Seller specifically for Osgood shall be the exclusive property of Osgood.

13. PRODUCT LIABILITY AND RECALL

Seller shall bear full responsibility for product liability claims and recalls associated with the Goods. Seller is obligated to pay all costs, including attorney fees, recall logistics, and damages incurred by Osgood. In the event of a recall, Seller shall cooperate fully with Osgood in mitigating risk, notifying customers, and executing corrective actions.

14. SOFTWARE LICENSE

Unless otherwise stipulated, Seller grants Osgood a perpetual, worldwide, irrevocable license to use any software included in the Goods at no additional expense to Osgood. Any modifications or updates developed for Osgood shall be Osgood's exclusive property. Seller shall provide all necessary documentation, licenses, and support for any software-related components.

15. FORCE MAJEURE

Neither party shall be liable for delays or failure to perform due to causes beyond their reasonable control, including but not limited to acts of God, operational disturbances without fault, unrest, governmental measures, government suspension of business operations, fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, plagues, epidemics, pandemics, labor problems (including lockouts, strikes, slowdowns), inability to obtain power, material, labor, equipment or transportation, or court injunction or order and other unavoidable events. If a force majeure event exceeds four (4) weeks, Osgood may terminate the contract without liability.

16. TERMINATION

Osgood reserves the right to terminate this Agreement:

(a) **For Cause** – If Seller fails to meet its obligations hereunder, becomes insolvent, enters bankruptcy proceedings, or materially breaches this Agreement, including but not limited to its failure to meet delivery deadlines, providing non-conforming Goods, or engaging in unethical or illegal business practices. Osgood shall provide written notice to Seller specifying the breach, and if Seller fails to cure the breach within ten (10) business days, Osgood may immediately terminate the Agreement and Osgood shall be discharged from any further performance under this Agreement while retaining any claims at law or in equity it may have against the Seller.

(b) **Without Cause** – Osgood may for any reason, or no reason at all, upon thirty (30) days written notice to Seller, terminate this Agreement without cause. Seller compensation, if any, shall be limited to accepted Goods delivered to Osgood prior to the date of the termination. Seller must immediately cease all work upon service of the termination notice. Osgood shall reimburse Seller for reasonable out of pocket costs incurred for work in process, based on the percentage of completion or accrued costs, subject to Osgood's review and audit. OSGOOD SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM SUCH TERMINATION OR ANY BREACH OF THIS AGREEMENT.

17. CONFIDENTIALITY

Seller shall keep confidential all proprietary and business information received from Osgood and shall not disclose it to third parties without prior written consent. Unauthorized disclosure is a material breach of this Agreement. Confidential information includes but, is not limited, to trade secrets, technical specifications, production processes, business plans, customer lists, and pricing strategies. Seller shall take all reasonable measures to protect Osgood's confidential information and shall ensure that similar confidentiality obligations bind any employees or subcontractors involved in fulfilling the Agreement. Upon termination of the Agreement, Seller shall return or destroy all confidential information as requested by Osgood.

18. INSURANCE REQUIREMENTS

Seller shall maintain comprehensive liability insurance, including but not limited to commercial general liability, product liability, professional liability, and worker's compensation insurance, with minimum coverage of \$1,000,000 per occurrence and \$5,000,000 aggregate. Seller shall provide proof of coverage upon request and ensure compliance with industry standards. Such insurance coverage shall name Osgood as an additional insured where applicable and shall not be canceled or modified without thirty (30) days' prior written notice to Osgood. Seller's failure to maintain the required insurance coverage shall constitute a material breach of this Agreement.

19. COMPLIANCE WITH LAWS

Seller shall comply with all applicable export control laws and regulations, including but not limited to the U.S. Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), and applicable foreign trade regulations. Any export restrictions affecting the Goods must be disclosed in advance. Seller shall be responsible for obtaining any necessary export licenses or permits and shall provide all required documentation to Osgood. Seller shall indemnify Osgood against any penalties, fines, or other liabilities resulting from Seller's failure to comply with applicable export control and customs laws. Seller shall be solely responsible for securing any necessary permits under and for compliance with all safety, health and sanitation laws, ordinances and regulations in connection with the sale of the Goods.

20. GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of Florida without regard to conflict of law principles.

21. VENUE

The exclusive venue for any legal proceedings arising out of or related to this Agreement shall be the county or circuit courts for Pinellas County, Florida. The Seller waives any right to remove any such proceeding to federal court and waives all claims of forum non conveniens. THE PARTIES EXPRESSLY AGREE THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS (CISG) DOES NOT APPLY TO THIS CONTRACT AND THE PARTIES WAIVE ANY RIGHTS UNDER THE CISG IN RELATION TO ANY LEGAL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY BUSINESS DEALINGS OF ANY KIND BETWEEN THE PARTIES.

22. ATTORNEY'S FEES

In any dispute arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, court costs, and other legal expenses from the non-prevailing party. This includes all costs incurred prior to, during, or after litigation, arbitration, mediation, appeals, bankruptcy, or enforcement of a judgment.

23. SEVERABILITY AND WAIVERS

If any provision of this Agreement is found invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect. The invalid or unenforceable provision shall be modified to the extent necessary to comply with applicable law while maintaining its original intent. Osgood's failure to enforce any term or condition of this Agreement shall not be construed as a waiver of its rights to enforce future compliance with the same or any other provision.

24. SURVIVAL OF OBLIGATIONS

Provisions related to indemnification, confidentiality, intellectual property, warranty, dispute resolution, and any other provisions that by their nature extend beyond the termination or expiration of this Agreement shall survive and remain in effect indefinitely. This includes but is not limited to Seller's ongoing obligations related to product liability, recall, and compliance with applicable laws and regulations.

25. NOTICE

Wherever any notice is required or permitted hereunder, such notice shall be in writing. Any notice of document required or permitted to be delivered hereunder shall be deemed to be delivered (whether actually received or not) when deposited in the United States Mail, postage prepaid, Certified or Registered Mail, Return Receipt Requested, or when transmitted by special courier or express mail service furnishing evidence of delivery, addressed to the parties hereto.