

Mead Metals Purchase Order
Terms and Conditions – Dated: October 2025

1. DEFINITIONS: As used in these Terms and Conditions, "Order" means the attached or referenced Purchase Order and all of its referenced specifications, attachments, and exhibits and includes these Terms and Conditions; "Materials" means any and all tangible and intangible materials, equipment, software, hardware and items, and any and all services or work, provided in this Order; "Mead Metals, Inc." or "MEAD" is the buyer in this transaction as identified on the face of this Order; and "Vendor" means the person or entity to which this Order is issued.

2. CONTRACT: The Order constitutes the entire contract between Vendor and MEAD with reference to the Materials. Acceptance of the Order is expressly limited to the terms of the Order, and MEAD objects to any terms and conditions included with Vendor's quotation, invoice, acknowledgement, or other document, including those that are additional to or different than the terms of the Order. None of these Terms and Conditions may be modified, superseded or otherwise altered (including by reference to or incorporation of terms and conditions in a website or other link) except by a written instrument signed by an authorized representative of both parties. In the event of any inconsistency between the terms of this Order and the terms and conditions of a separate written agreement between Vendor and MEAD concerning the Materials, that separate agreement will be controlling. This Order includes any requirements for the processes, products, and services to be provided including: the identification of relevant technical data (e.g., specifications, drawings, process requirements, work instructions); the approval of products and services, methods, processes, equipment and release of products and services; competence, including any required qualification of persons; Vendor's interactions with MEAD; and any control and monitoring of Vendor's performance by MEAD.

3. PRICE AND TAXES; INVOICING: If Vendor's published prices for the Materials are reduced below the prices specified in this Order, MEAD will be entitled to pay the lower price(s). Unless otherwise approved in writing by MEAD, the Vendor must deliver the quantity of goods and Materials, or complete the services or Materials set forth in the Order and to the satisfaction of an authorized representative of MEAD, before any payment will become due. Vendor will separately list all applicable federal excise, state and/or local taxes, if any, on the invoice. The Order is not valid unless prices for all Materials are specified therein. Payment terms shall be set forth in the Order, however, in no event shall MEAD be obligated to pay sooner than 30 days after receipt of an accurate, correct and sufficiently detailed invoice, MEAD may withhold payment if it disputes in good faith an invoice. Vendor shall invoice MEAD no later than 180 days after delivery of the Materials, and MEAD will have no obligation to make payment against any invoices submitted after such period.

4. TERMINATION FOR CONVENIENCE: MEAD reserves the right to terminate any purchase order or any part thereof for its sole convenience. In the event of such termination, Vendor shall immediately stop all work hereunder and shall immediately cause any of its suppliers or subcontractors to cease such work. Vendor shall be paid a reasonable termination charge consisting of a percentage of the purchase order price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination, and in no event will MEAD be responsible for any lost profits or other consequential loss of Vendor resulting from such termination. Vendor shall not be paid for any work done after receipt of the notice of termination, or for any costs incurred by Vendor's suppliers or subcontractors which Vendor reasonably could have avoided.

5. SHIPMENT: The risk of loss or damage to Materials in transit and the obligation to insure against such loss or damage rests with the Vendor, unless otherwise stated in an Order. Each shipment of Materials will be accompanied by a shipping notice or packing slip describing the contents of each package showing, as applicable, weight, quantity and order number. Unless otherwise stated in an Order, all prices quoted in the Order will include the cost of insurance and shipping, and no additional charges of any kind will be allowed, unless agreed to otherwise as set out in a separate written instrument. MEAD may reject Materials if Vendor substitutes Materials or ships a quantity of materials that deviates from the ordered volume without express written approval from MEAD. The method of shipment and routing will conform to MEAD's instructions or any extra costs will be borne by Vendor. If not otherwise specified by MEAD, Vendor will ship all Materials via the most economical prevailing means and rate, consistent with safe and timely delivery. Delivery hereunder will not be deemed complete until the Materials have been received by MEAD at the location designated in the Order. To the extent an Order expressly states that MEAD is responsible for shipment (under Incoterms FBO / EX WORKS, Origin), Vendor must arrange for shipment and pick-up through MEAD's designated carrier, provided that MEAD notifies Vendor in writing of the designated carrier and instructs Vendor on how to arrange such carrier's pick-up (MEAD may provide such notification and instruction on the Order). If Vendor fails to arrange for shipment through such designated carrier, then such transit or shipment is not authorized by MEAD and Vendor shall be responsible for the cost of such unauthorized transit or shipment and any losses or damages that occur during such unauthorized transit or shipment.

6. DELAY OR NONDELIVERY: Time is of the essence for this Order. If, prior to shipment, Vendor finds that it cannot ship the Materials within the time specified, Vendor will notify MEAD immediately and by the fastest means possible of Vendor's earliest shipping date (the "Revised Shipping Date"), MEAD will then have the option to cancel all or any part of the Order without liability, and/or accept

Vendor's Revised Shipping Date, without prejudice to any other rights MEAD may have.

7. ACCEPTANCE/REJECTION: All Materials always subject to MEAD's inspection, verification, and/or validation, which the Order may state that MEAD or MEAD's customer intends to perform at Vendor's premises before acceptance by MEAD. However, neither MEAD's receipt of delivery, payment, acceptance of Materials, inspection, nor failure to inspect, will relieve Vendor of any obligations, representations or warranties hereunder. If the Materials fail to conform to MEAD's specifications or are otherwise defective, Vendor will promptly replace them at Vendor's sole expense. All non-conforming services, including substitutions not approved in writing by MEAD, will be considered defective. Vendor will promptly correct such defective services at its sole expense. Vendor will comply with and afford MEAD all applicable Uniform Commercial Code warranties contained in the laws of the jurisdiction to which the Materials are (or are to be) delivered or in which the services are (or are to be) performed, and Vendor hereby acknowledges that MEAD does not waive any of such warranties. MEAD will hold defective or non-conforming Materials for Vendor's instruction at Vendor's risk and if Vendor so directs, will be returned, at Vendor's expense. If MEAD's inspection reveals that the Materials (or any part thereof) are defective or non-conforming, MEAD will have the right to cancel the Order as to such Materials and any unshipped portion of the Order or if MEAD incurs any direct or indirect costs in connection with using the defective Material or otherwise addressing or remediating any defect or non-conformity then Vendor shall have the right at any time to set-off any such costs against any amounts owed to Vendor. MEAD shall own all Materials upon shipment or creation.

8. WARRANTIES: Vendor expressly warrants that (i) the Materials supplied hereunder are of good quality, free from any faults and defects in material, workmanship and title, non-infringing of third party intellectual property or other rights, in exact conformance with this Order and were manufactured and are being sold, priced, and distributed in compliance with all applicable laws, orders, rules, ordinances, codes and regulations; and (ii) that any services provided hereunder are performed in a professional manner by qualified personnel. In the event of a breach of warranty, MEAD will have the right to cancel the Order without liability and return any affected Material to Vendor at Vendor's expense, or if MEAD incurs any direct or indirect costs in connection with using the affected Material or otherwise addressing or remediating any breach of warranty then Vendor shall be responsible for such costs and MEAD shall have the right at any time to set-off any such costs against any amounts owed to Vendor. If Vendor breaches any of its warranty obligations, upon MEAD's request, Vendor will replace the affected Material at Vendor's expense.

9. CONFIDENTIALITY: Vendor acknowledges that it is, may be or will be privy to Confidential Information (as defined below). Vendor agrees it will use the Confidential Information only in furtherance of its work under this Order and shall not transfer or otherwise disclose the Confidential Information to any third party except as provided for herein. Vendor shall: (i) give access to such Confidential Information solely to those of its employees with a need to have access thereto in furtherance of or in connection with this agreement or as required by applicable law; and (ii) take the same security precautions to protect against disclosure or unauthorized use of such Confidential Information that Vendor takes with its own confidential information but, in no event, shall Vendor apply less than a reasonable standard of care to prevent such disclosure or unauthorized use. As used herein, "Confidential Information" means any and all information relating to MEAD, and any of its respective affiliates that may be received by or be provided to Vendor from time to time, including, without limitation, equipment and business specifications, business records or data, trade secrets, and confidential planning or policy matters, business strategies, internal policies, and procedures, matters subject to attorney-client privilege, and any financial or accounting information, the existence of this or any other agreements or communications between Vendor and MEAD, and the terms of any such agreement, and all data, reports, interpretations, forecasts and records containing or otherwise reflecting information concerning any such person or entity, together with analysis, compilations, studies or other documents, whether prepared by Vendor or MEAD, which contain or otherwise reflect such information. Vendor shall not use the MEAD's name, or the names of its respective subsidiaries or affiliates, in any sales or marketing publication or advertisement, without the prior written consent of MEAD.

10. PREMISES: Vendor must comply with all reasonable regulations and policies communicated by MEAD to Vendor concerning Vendor's conduct on MEAD's premises.

11. CEASED OPERATIONS: If Vendor decides or is forced to cease operations, which effect Vendor's obligations and responsibilities under this Order, then Vendor must notify MEAD immediately of such discontinuance of its operations, as well as issue MEAD a full refund of any monies paid to Vendor prior to the discontinuance of its operations.

12. DEFAULT, BANKRUPTCY: If Vendor or its agents, employees or contractors breaches any provision hereof, or if any proceeding in bankruptcy is implemented by or against Vendor or Vendor suffers an assignment for the benefit of creditors or the appointment of a receiver, MEAD will have the right, without limiting any other rights or remedies which it may have hereunder, to terminate this Order immediately on written notice to Vendor without any penalty or fee.

13. INDEMNITY: Vendor will indemnify, defend and hold harmless MEAD and its affiliate companies, and their respective officers, directors, employees, agents, successors, clients and assigns, from all claims, damages, liabilities, losses, government procedures and costs, including reasonable attorneys' fees arising out of or related to: (a) any acts or omissions of Vendor or its employees, contractors or agents that result in death, personal injury or property damage; (b) Vendor's failure to comply with applicable laws and

regulations; (c) any use of the Materials or Vendor's breach of any representation, warranty or other obligation hereunder; or (d) any claim or suit for alleged infringement of any copyright, trademark, patent, trade secret or other intellectual property resulting from or arising in connection with the manufacture, sale, delivery, performance, normal use or other normal disposition of any Material furnished hereunder, or the performance of any work hereunder, and will pay all costs and expenses incidental thereto. MEAD will have the right to participate in the defense of any such claim or suit without relieving Vendor of any obligations hereunder.

14. QUALITY MANAGEMENT: Continued partnership with MEAD requires on-going performance evaluation regarding quality and service provisions based upon service and quality incidents, response times and corrective and preventive actions. Vendor will maintain an effective, documented quality system that communicates, identifies, coordinates, and controls all key activities necessary to design, develop, produce, deliver, and support quality Materials. Vendor will establish, document, and implement an effective quality management system (QMS) that includes the retention of documented information, including: retention periods and disposition requirements; any design and development control required by this Order; prevention of the use of counterfeit parts; and that ensures that Vendor's personnel are aware of their contribution to product or service conformity, their contribution to product safety, and the importance of ethical behavior. MEAD may perform assessments and audits at or on Vendor's sites and locations to verify compliance with these Terms and Conditions and any other MEAD supplier standards, and Vendor will complete a "Supplier Evaluation" form to better understand the Vendor's general business, quality, commercial and financial status. Based on such audit or evaluation, MEAD may establish and assign action items for Vendor to undertake. Vendor will implement procedures and processes to track and, where necessary, to improve product quality. MEAD reserves the right to assign Vendor a status based on performance, which may include restricted status and/or disqualification. Vendor will inform MEAD promptly of any significant changes in its ownership, business health, management, or organizational structure as well as significant changes in its facilities, including but not limited to changes in manufacturing locations.

15. NEW PRODUCT DEVELOPMENT: MEAD may monitor and manage Vendor from initial new product development (NPD) through the start of production. NPD includes implementation of new product launch readiness measures to ensure Vendor can produce Materials that conform to the product specifications and requirements as defined in the applicable Order. Vendor must establish and maintain quality documents (such as process flow diagrams, process failure mode and effects analyses and process control plans) for all stages of the manufacturing process.

16. COMPLIANCE REQUIREMENTS AND DOCUMENTATION: Vendor will ensure that the Materials comply with all product and production standards and requirements as established by MEAD and with all applicable laws, rules, regulations, bans, standards, and industry practices relating to MEAD's products. Upon request, Vendor will provide MEAD with certificates of conformity, test results, and any other documentation or information to demonstrate conformity to the applicable requirements. Vendor will assist MEAD in any investigations into non-compliant Materials. Vendor will provide all necessary or requested documentation in support of MEAD's performance of risk assessments on its suppliers, including responses to surveys and questionnaires. Vendor will complete a questionnaire about the supply chain security at its premises and is encouraged to obtain Customs Trade Partnership Against Terrorism (CTPAT) or other security program certification. MEAD reserves the right to require Vendor to implement a security improvement plan if its security program is insufficient. Vendor shall notify MEAD of changes to processes, products, or services, including changes of their external providers or location of manufacture, and obtain MEAD's approval. Vendor shall flow down to Vendor's external providers applicable purchase order requirements including customer requirements. Vendor shall use, as instructed in this Order, customer-designated or approved suppliers, including process sources. In the event of nonconforming products, processes or services identified by Vendor, Vendor shall notify MEAD for approval for their disposition. MEAD retains the right of access by MEAD, their customer, and regulatory authorities to the applicable areas of facilities and to applicable documented information, at any level of the supply chain.

17. RESTRICTION OF HAZARDOUS SUBSTANCES AND SAFETY DATA SHEETS: Vendor shall provide MEAD with all applicable Material Safety Data Sheets ("MSDS") and will ensure they are current, including a MSDS for chemicals, articles or other materials when required by the United Nations Globally Harmonized System of Classification or the United States 29 Code of Federal Regulations 1910.1200 Hazard Communication Standard. The chemical manufacturer or importer preparing such MSDS shall ensure that it is in English. Vendor shall ensure that an appropriate MSDS is available before the initial shipment to each MEAD site, and with the first shipment after a MSDS is updated. Vendor shall also comply with all applicable local, state, and national laws and regulations relative to hazardous substances including but not limited to: RoHS (European Union Directive 2011/65/EU including the 4 new substances added via Commission Delegated Directive (EU) 2015/863) and REACH (European Union Directive 1907/2006 including the latest list of Substances of Very High Concern (SVHC)). Vendor shall know and understand the contents of its products, including the products of its own suppliers and be prepared to provide Full Material Disclosure Statements (FMDS) on all Materials supplied to MEAD. FMDS documents must analyze products at the homogenous level, providing a full material breakdown and chemical composition (XML, IPC 1752 or equivalent format preferred) of each component part in a finished product.

18. COUNTRY OF ORIGIN INQUIRY: Vendor shall comply with all applicable local, state (or provincial or the equivalent) and national

laws and regulations relative to conflict materials, including but not limited to Section 1502, Dodd-Frank Wall Street Reform and Consumer Protection Act, 17 CFR Parts 240 and 249b. Vendor must provide MEAD with the written results of its Reasonable Country of Origin Inquiry (RCOI) and due diligence processes as prescribed by the various laws and regulations for conflict materials used in Materials. For those laws and regulations with which MEAD must comply, Vendor must provide the necessary documentation even if Vendor itself is not bound by those same laws and regulations.

19. LIABILITY INSURANCE: Vendor must provide an insurance certificate or insurance policy showing the financial coverage in place that protects MEAD from the liability risks originating from lawsuits or claims.

20. MISCELLANEOUS: Neither this Order nor any claim against MEAD arising directly or indirectly out of, or in connection with, this Order is assignable by Vendor, by operation of law or otherwise, nor can Vendor subcontract any obligations hereunder without the prior written consent of MEAD. MEAD and Vendor are independent contractors and nothing in this Order will be construed as establishing an employer/employee or other agency relationship, partnership or joint venture between them. All notices required under this Order will be in writing to the addresses shown on the face of this Order. Notices hereunder will be deemed given when delivered personally to an authorized representative, when verified as received by e-mail, or one day after deposit for overnight delivery upon written verification of receipt. This contract will be construed and interpreted under the laws of the jurisdiction to which the Materials are (or are to be) delivered or in which the services are (or are to be) performed, without giving effect to its principles of conflict of law. In case one or more of the provisions contained in this contract is deemed invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions contained herein will not be affected or impaired thereby. Neither party may use each other's name, logo, trademarks, trade names or symbols without the other party's prior written consent. Vendor, upon request, will supply to MEAD a statement of origin for all Materials and with applicable customs documentation. Vendor shall retain for the longer of seven years or as required by law, and produce upon request by MEAD, complete and accurate records regarding the Materials and the delivery and performance thereof, and shall notify MEAD prior to permanent destruction or deletion of such records in order that MEAD has an opportunity to collect or receive such records for its own retention purposes.