

**MARMAN INDUSTRIES, INC.**  
**SUPPLIER TERMS AND CONDITIONS**

**Supplier's Acceptance of Terms:** Supplier has read and accepts these Supplier Terms and Conditions (these "Terms and Conditions") that are applicable to each purchase by Marman Industries, Inc. ("Marman") of products provided by Supplier ("Products") and/or services performed by Supplier ("Services"). Each order of Products or Services shall be subject to these Terms and Conditions and the terms and conditions of any Purchase Order issued by Marman to Supplier with respect to such Products or Services. To the extent of a conflict between these Terms and Conditions and a Purchase Order, the terms of the Purchase Order shall control. Other than the Purchase Order, no different or additional terms will apply or be accepted by Marman, unless Marman expressly agrees in writing to modify these Terms and Conditions.

**Invoicing and Payment:** Supplier shall provide an invoice to Marman in connection with the shipment of any Products and the rendering of any Services. Each invoice for Products shall include the description and quantity of Products shipped, the unit price, the extended price, the total amount due, the shipping date and the point of delivery. Each invoice for Services shall include a description of the Services provided and the total amount due. Other than in the case of an invoice disputed by Marman in good faith, Marman shall pay all properly issued invoices by the date set forth on the Purchase Order.

**Delivery:** Supplier shall properly pack, label and ship all Products (a) in a manner suitable for the mode of transportation (i.e., so as to ensure that there is no damage to the Products) and (b) in accordance with any additional instructions of Marman. Title to the Products shall pass to Marman upon delivery to the destination, or as otherwise set forth in the Purchase Order or provided in writing by Marman.

**Substitutions:** No substitute products, partial shipments or other modifications to the Purchase Order may be made without the express prior written consent of Marman.

**Representations and Warranties:** Supplier represents, warrants and agrees that it shall (a) perform all Services in a diligent, professional and timely manner, consistent with industry best practices, and (b) comply with all applicable laws, rules, regulations and orders of any governmental authority in its performance of all Services.

**Product Warranty:** Supplier warrants that all Products shipped by Supplier shall (a) be free from defects, merchantable and fit for the intended purpose, (b) meet or exceed all manufacturer's and, if applicable, Marman's specifications, (c) be manufactured in compliance with the requirements of all applicable laws and rules and regulations and (d) be transferred free and clear of any liens or encumbrances of any kind. This warranty shall survive delivery, inspection, acceptance and payment by Marman. If Supplier discovers that any of the Products fail to meet the specifications provided for herein, Supplier shall promptly notify Marman and Supplier shall, at Marman's sole option, either promptly reimburse Marman by means of a refund or credit for the purchase price of the non-conforming product or provide Marman with a conforming replacement product.

**Intellectual Property:** Supplier shall not use the corporate logo, trade name, brand name, or any trademarked, copyrighted, or other protected or proprietary marks of Marman at any time for any advertising or promotional purposes without first obtaining Marman's prior written consent. Nothing in these Terms and Conditions shall grant to either party any right, title, license or interest in any patents, trademarks, copyrights or other intellectual property of the other.

**Independent Contractor Status:** Supplier is an independent contractor of Marman. Nothing herein creates or is intended to create any employment relationship between Supplier and Marman. Supplier shall be free from Marman's control and direction in the performance of the services hereunder.

**Insurance:** Supplier shall maintain adequate insurance in a form satisfactory to Marman, and if requested, provide proof of insurance and name Marman as an additional insured thereunder.

**Non-Disclosure:** In the course of conducting business with Marman, Supplier may be exposed to non-public, confidential or proprietary information of Marman ("Confidential Information"). Supplier shall not use any Confidential Information or disclose any Confidential Information to any third-party during the period ending two (2) years after the date Marman places its final Purchase Order with Supplier, except to the extent required to perform Supplier's obligations to Marman hereunder.

**Indemnification:** Supplier shall defend, indemnify and hold harmless Marman and Marman directors, officers, owners, shareholders, employees, representatives and agents from and against any losses, damages, liabilities, claims, penalties, fines, costs or expenses, including reasonable attorney fees in connection with enforcing any right to indemnification hereunder, arising out of or relating to (i) Seller's failure to perform the Services in accordance with the representations and warranties set forth herein and in any Purchase Order, (ii) Supplier's failure to produce any Products in accordance with the warranties and other specifications set forth herein and in any Purchase Order, and (iii) any claim that the Products or Services infringe or otherwise violate the intellectual property rights of a third party.

6/1/2023

**Governing Law:** These Terms and Conditions and the Purchase Order shall be governed by the laws of California, without reference to its rules regarding conflicts of law. Any dispute arising out of these Terms and Conditions and/or the Purchase Order shall be submitted to a state or federal court sitting in the county of Los Angeles, California, which will have exclusive jurisdiction regarding the dispute, and to whose jurisdiction the parties irrevocably submit.

**Ethics:** Supplier shall (i) operate its business with integrity and in full compliance with all applicable laws, codes, rules and regulations of the jurisdictions in which it operates; (ii) be committed to prohibiting all forms of bribery and corruption; (iii) respect and uphold intellectual property rights and business secrets; and (iv) maintain compliance with any written policies of Marman applicable to Supplier as in effect from time to time.

**Labor and Human Rights:** Without limiting Supplier's obligations with respect to applicable laws, Supplier shall (i) support Equal Employment Opportunity; (ii) prohibit discrimination, harassment, the use of forced and child labor, and human trafficking; (iii) provide a working environment free of any cruel, inhumane and demeaning treatment; and (iv) provide wages and benefits to employees in compliance with local laws.

**Health and Safety:** Without limiting Supplier's obligations with respect to applicable laws, Supplier shall endeavor to protect the Health and Safety of its employees, those in the supply chain, and members of its community. To that end, Marman expects Supplier to identify and assess the hazards pertaining to Supplier's activities and to take the necessary measures to eliminate or mitigate them. Supplier shall make available to Marman all safety data sheets for any material supplied to Marman.

**Conflict Minerals:** Supplier shall have policies in place that reasonably ensure that, to the extent there is any tantalum, tin, tungsten and gold (3TG) in its products, the source of the 3TG materials comes from socially and environmentally responsible sources in compliance with applicable law.

**Environment:** Supplier shall have an effective environmental policy to hold and maintain all required environmental permits and to comply with laws and regulations regarding the protection of the environment.

**Sustainable Products:** Supplier shall work to provide sustainable products and services by, for example, reducing hazardous materials, raw materials and packaging wherever safe and practical.

**Entire Agreement:** These Terms and Conditions, together with the Purchase Order and any other documents referenced herein, embody the entire understanding of the parties concerning the subject matter hereof and supersede any other agreement between the parties covering such subject matter.

**Force Majeure:** Neither party shall be liable to the other party for non-performance of or delay in performing its obligations hereunder to the extent that performance is rendered impossible by strike, riot, war, acts of God, earthquake, fire, flood, or governmental acts. Any party claiming excuse from performance as a result of a force majeure event shall (i) promptly notify the other party in writing after becoming aware of any force majeure event which prevents or delays its performance under the Purchase Order, and (ii) use all reasonable endeavors to limit the effect of that delay or non-performance on the other party. In the event that a force majeure event continues for a period of thirty (30) consecutive days, or for periods which aggregate ninety (90) days during any three hundred sixty five (365) day cycle, the party not claiming the force majeure event will be entitled to terminate the Purchase Order forthwith on written notice to the party claiming the force majeure event.

**Assignment:** Supplier may not assign these Terms and Conditions or the Purchase Order, or delegate or subcontract Supplier's performance thereunder, without Marman's prior written consent, and any attempted assignment, delegation or subcontracting without such consent shall be void.

**Severability:** If any provision herein shall be held to be invalid or unenforceable for any reason, such provision shall be excluded from these Terms and Conditions and the balance of these Terms and Conditions shall be enforceable in accordance with its terms.