

MITEK PURCHASE ORDER TERMS AND CONDITIONS

1. **Applicability.** These Purchase Order Terms and Conditions (the "Terms") govern any purchase order issued by MiTek Inc. or an affiliate ("MiTek") to which these Terms are attached or referenced therein (the "Purchase Order"). The issuance of the Purchase Order to the party identified as Seller in the Purchase Order (the "Seller") is an offer by MiTek for the purchase of goods specified in the Purchase Order (the "Goods") from Seller in accordance with and subject to these Terms. The Terms together with the terms of the Purchase Order are referred to herein as the "Order". The Order, together with any documents incorporated therein by reference, constitutes the sole and entire agreement of the parties with respect to the Order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Order. The Order expressly limits Seller's acceptance to the terms of the Order. The Order's terms and conditions prevail over any terms or conditions contained in any other documentation and expressly exclude any of Seller's general terms and conditions of sale or any other document issued by Seller in connection with the Order. These Terms apply to any replacement Goods provided by Seller hereunder. MiTek is not obligated to any minimum purchase or future purchase obligations under the Order.

2. **Acceptance.** The Order is not binding on MiTek until Seller accepts the Order by providing a written confirmation to MiTek within five days of MiTek's issuance of the Order. MiTek may withdraw the Order at any time before it is accepted by Seller.

3. **Delivery Date.** Unless otherwise specified by MiTek in the Order, all deliveries of Goods shall be FOB MiTek's location designated on the Order (UCC Terms). No tender of delivery of Goods shall be deemed made to MiTek and no liability or obligation to inspect the Goods shall be imposed on MiTek unless and until the Goods are tendered in strict conformity to the specifics and instructions of the Order and in accordance with MiTek's delivery schedule set forth in the Order ("Delivery Date"). Timely delivery of the Goods is of the essence. If Seller fails to deliver the Goods in full on the Delivery Date, MiTek, in its sole option, may: (a) require Seller to ship the Goods by express shipment at Seller's costs; or (b) terminate the Order immediately, without liability to Seller, by providing written notice to Seller. Seller shall indemnify MiTek against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the Delivery Date. Invoices for Goods delivered in advance of the Delivery Date will not be paid until their normal maturity following the Delivery Date.

4. **Quantity.** If Seller delivers more than the quantity of Goods ordered, MiTek may reject any or all excess Goods. Any such rejected Goods shall be returned to Seller at Seller's risk and expense. Seller shall in no event deliver to MiTek less than the quantity of Goods ordered except with MiTek's express prior written consent, which may be withheld in MiTek's discretion. Unless otherwise specified in the Purchase Order, Seller may not make partial shipments of Goods to MiTek.

5. **Delivery Point.** The Seller shall deliver the Goods to the address specified in the Purchase Order (the "Delivery Point") during MiTek's normal business hours or as otherwise instructed by MiTek. Delivery shall be made at the Delivery Point in accordance with the terms in the Purchase Order.

(a) Title passes to MiTek upon delivery of the Goods to the Delivery Point. Seller bears all risk of loss or damage to the Goods until delivery of the Goods to the Delivery Point.

(b) Seller shall be responsible for arranging the shipping of the Goods to MiTek in a manner sufficient to ensure that the Goods are timely delivered in undamaged condition and in compliance with the terms and conditions of the Order, industry standard, and applicable law. Seller shall pay all costs of carriage and insuring the Goods in transit to the Delivery Point. Unless otherwise specified in the Purchase Order, the Price (defined below) includes all insurance, customs duties, packaging, and transportation costs to the Delivery Point.

(c) Seller shall give written notice of shipment to MiTek when the Goods are delivered to a carrier for transportation. Seller shall provide MiTek all shipping documents, including, but not limited to, the commercial invoice, packing list, air waybill/bill of lading, and any other documents necessary to release the Goods to MiTek within two business days after Seller delivers the Goods to the transportation carrier. The Purchase Order number must appear on all shipping documents, shipping labels, air waybills/bills of lading, invoices, correspondence, and any other documents pertaining to the Order.

(d) All goods shall be packed for shipment in accordance with applicable law and industry standards and according to MiTek's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition.

6. **Amendment and Modification.** No change or substitutions to the Order is binding upon MiTek unless it is in writing, specifically states that it amends the Order, and is signed by an authorized representative of MiTek. MiTek may at any time make changes in the scope of quantity of the Goods in which event an equitable adjustment will be made to the price, time for performance, or other provisions of the Order if appropriate.

7. **Inspection and Rejection of Nonconforming Goods.** MiTek has the right to inspect the Goods on or after the Delivery Date. MiTek, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are damaged, defective, or otherwise nonconforming. If MiTek rejects any portion of the Goods, Seller will immediately pay MiTek for the cost of inspection, and MiTek has the right, at its sole option and effective upon written notice to Seller, to: (a) terminate the Order in its entirety, without liability to Seller, and Seller will immediately refund to MiTek any prepayments on the rejected Goods; (b) accept the Goods at a reasonably reduced price; or (c) require replacement of the rejected Goods. If MiTek requires replacement of the Goods, Seller shall, at its risk and expense, promptly

replace the rejected Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the rejected Goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, MiTek may replace them with goods from a third party and charge Seller the cost thereof and terminate the Order for cause pursuant to Section 16 (Termination). Any exercise by MiTek of its rights and remedies under this Section shall not reduce Seller's obligations or MiTek's rights and remedies under the Order or applicable law, and MiTek shall have the right to conduct further inspections after Seller has carried out any remedial actions. Acceptance of the Goods by MiTek shall occur only when all provision of the Order, including these Terms, including inspection of the Goods, have been met. No reasonable delay in inspecting or in rejecting the Goods shall be deemed an acceptance of the Goods or a waiver of MiTek's right to reject the Goods for any cause hereunder. MiTek shall have the right to accept any part of the Goods notwithstanding that it may reject the balance for any cause hereunder.

8. **Price.** The price of the Goods is the price stated in the Purchase Order (the "Price"). Unless otherwise specified in the Order, the Price includes all charges for packing, hauling, storage, transportation to the delivery point, and all fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor, or transportation costs or otherwise, without the prior written consent of MiTek. Seller warrants that the prices quoted in the Order are no greater than those currently charged to any other buyer for similar quantities of Goods, and Seller agrees that any price reduction extended to others by Seller prior to delivery of the Goods shall also be extended to MiTek.

9. **Payment Terms.** Seller shall issue an invoice to MiTek in U.S. dollars on or any time after the completion of delivery and only in accordance with the Terms. MiTek shall pay all properly invoiced and undisputed amounts due to Seller within thirty days after MiTek's receipt of such invoice. In the event of a payment dispute, MiTek shall deliver a written statement to Seller listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed are deemed accepted and must be paid, notwithstanding disputes on other items, within the period set forth in this Section. The parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under the Order notwithstanding any such dispute.

10. **Setoff.** Without prejudice to any other right or remedy it may have, MiTek reserves the right to set off at any time any amount owing to it by Seller against any amount payable by MiTek to Seller.

11. **Warranties.** Seller represents, warrants, and covenants to MiTek that: (a) for a period of one (1) year from the Delivery Date or through the expiration of Seller's warranty, whichever is longer, all Goods will: (i) be free from any defects in workmanship, material, and design; (ii) conform to applicable specifications, drawings, designs, samples, and other requirements specified by MiTek; (iii) be fit and safe for their intended purpose and operate as intended; and (iv) be merchantable; (b) no claim, lien, or action exists or is threatened against Seller that would interfere with MiTek's use or sale of the Goods; (c) the Goods do not and will not infringe or misappropriate any third party's patent or other intellectual property rights; and (d) MiTek will receive good and valid title to the Goods, free and clear of all encumbrances and liens of any kind. These warranties survive any delivery, inspection, acceptance, or payment of or for the Goods by MiTek. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of MiTek's discovery of the noncompliance of the Goods with the foregoing warranties. If MiTek gives Seller notice of noncompliance with this Section, in addition to other remedies available to MiTek under the Order or at law or equity, Seller shall, at its own cost and expense, within seven days replace the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of replacement Goods to MiTek.

12. **General Indemnification.** Seller shall defend, indemnify, and hold harmless MiTek, its subsidiaries, affiliates, successors or assigns, and their respective directors, officers, and employees (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost, or expense, including, but not limited to, reasonable attorney and professional fees and costs and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses"), arising out of or occurring in connection with the Goods or Seller's negligence, willful misconduct, or breach of the Order. Seller shall not enter into any settlement without MiTek's or, as applicable, another Indemnitee's prior written consent.

13. **Intellectual Property Indemnification.** Seller shall, at its expense, defend, indemnify, and hold harmless MiTek and any other Indemnitee against any and all Losses arising out of or in connection with any claim that MiTek's or such Indemnitee's use or possession of the Goods infringes or misappropriates the patent, copyright, trade secret, or other intellectual property right of any third party. In no event shall Seller enter into any settlement without MiTek's or, as applicable, another Indemnitee's prior written consent.

14. **Insurance.** During the term of the Order and for a period of one year thereafter, Seller shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including but not limited to product liability) with limits no less than \$1,000,000 for each occurrence and \$3,000,000 in the aggregate with financially sound and reputable insurers. Upon MiTek's request, Seller shall provide MiTek with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in this Section. The certificate of insurance shall name MiTek as an additional insured. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against MiTek's insurers, MiTek, and any other Indemnitees.

15. **Compliance with Law.** (a) Seller is in compliance with and shall comply with all applicable federal, state, local, and foreign laws, regulations, and ordinance in connection with its activities under this Agreement, including without limitation, the U.S. Foreign Corrupt Practices Act (FCPA), UK Bribery Act, and export control laws. In addition, Seller shall conduct itself in a manner consistent with the principles set forth in MiTek's Supplier Code of Conduct, a copy of which is available at www.mii.com or upon request. Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under the Order. In addition, Seller represents

and warrants that it is not a citizen of, or located within, an embargoed or otherwise restricted nation (including, without limitation, Cuba, Iran, North Korea, Syria, Venezuela, and the Russian-occupied territories of Ukraine).

16. **Termination.** MiTek may terminate the Order, in whole or in part, at any time with or without cause for undelivered Goods upon five days' prior written notice to Seller. In addition to any other remedies that may be provided under these Terms or otherwise, MiTek may terminate the Order with immediate effect upon written notice to the Seller if Seller has not performed or complied with the Order, in whole or in part. If the Seller becomes insolvent, is generally unable to pay, or fails to pay, its debts as they become due, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors, then the MiTek may terminate the Order upon written notice to Seller. If MiTek terminates the Order for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted by MiTek prior to the termination, and Seller will immediately refund to MiTek any prepayments on the terminated Order.

17. **Limitation of Liability.** EXCEPT AS PROHIBITED BY LAW AND EXCLUDING CLAIMS FOR INDEMNITY, BREACH OF CONFIDENTIALITY, PERSONAL INJURY, PROPERTY DAMAGE, AND INTENTIONAL MISCONDUCT, EACH PARTY'S MAXIMUM LIABILITY TO THE OTHER PARTY SHALL NOT EXCEED THE GREATER OF \$100,000 OR THE AGGREGATE AMOUNT PAYABLE UNDER THE ORDER.

18. **Waiver.** No waiver by any party of any of the provisions of the Order shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Order, no failure or delay in exercising any right, remedy, power, or privilege arising from the Order shall operate or be construed as a waiver thereof.

19. **Confidential Information.** All non-public, confidential, or proprietary information of the MiTek, including, but not limited to, specifications, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by MiTek to Seller, whether disclosed orally or disclosed or accessed in written, electronic, or other form or medium, and whether or not marked, designated, or otherwise identified as "confidential," in connection with the Order is confidential, may only be used for the purpose of performing the Order and may not be disclosed unless authorized by MiTek in writing. Upon MiTek's request, Seller shall promptly return all documents and other materials received from MiTek. MiTek shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Seller at the time of disclosure; or (c) rightfully obtained by the Seller on a non-confidential basis from a third party.

20. **MiTek-Furnished Material.** Seller shall not use, reproduce, or appropriate for or disclose to anyone, other than MiTek, any material, tooling, dies, drawings, designs, or other property or information furnished by MiTek ("Material") without MiTek's prior written approval. Title to all Materials shall remain in MiTek at all times and where practical the Material shall be clearly marked or tagged to indicate MiTek's ownership. Seller bears the risk of loss or damage to the Material until it is returned to MiTek. All Material shall be returned to MiTek at termination or fulfillment of the Order.

21. **Force Majeure.** No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached the Order, for any failure or delay in fulfilling or performing any term of the Order, when and to the extent such party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)":) (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; and (e) telecommunication breakdowns, power outages or shortages. The Impacted Party shall give notice within two days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty consecutive days following written notice given by it under this Section, the other party may thereafter terminate this Agreement upon written notice.

22. **Assignment.** Seller shall not assign, transfer, delegate, or subcontract any of its rights or obligations under the Order without the prior written consent of MiTek. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. MiTek may at any time assign, transfer, delegate, or subcontract any or all of its rights or obligations under the Order without Seller's prior written consent.

23. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in the Order shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

24. **Choice of Law; Choice of Forum.** This Agreement shall be construed in accordance with, and in its performance governed by, the substantive laws of the State of Missouri, without regard to any choice of law principles that would result in application of another state's laws. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of and agrees that it will not commence any action or litigation against the other party arising from or relating to the Order, in any forum other than, the U.S. District Court for Eastern Missouri or, if such court does not have subject matter jurisdiction, the state courts of St. Louis County, Missouri, and any appellate court from any thereof.

25.

Cumulative Remedies. The rights and remedies under each Order are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties, or otherwise. Notwithstanding the foregoing, the parties intend that, if MiTek terminates the Order in accordance with Section 16 (Termination), Seller's sole and exclusive remedy is the right to payment for the Goods received and accepted.

26.

Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of receipt), or certified or registered mail (return receipt requested, postage prepaid). Except as otherwise provided in the Order, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

27.

Reformation and Severability. If any term or provision is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, then that term or provision shall be deemed automatically revised, reformed, or modified to the maximum extent permitted under applicable law so as to effectuate the parties' original intent. If such revision is not possible, such term or provision shall be severed from the Order, and shall not affect any other term or provision of the Order or invalidate or render unenforceable such term or provision in any other jurisdiction.

28.

Survival. Subject to the limitations and other provisions of the Order: (a) the representations and warranties of the parties contained in the Order shall survive its expiration or earlier termination; and (b) the following provisions, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of the Order: Setoff, Warranties, General Indemnification, Intellectual Property Indemnification, Insurance, Compliance with Laws, Confidentiality, Choice of Law / Choice of Forum and Survival.

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