

## Terms and Conditions:

The following terms and conditions (collectively “Terms”) are incorporated in any purchase order (“Purchase Order”) issued by Bosch Building Technologies, Inc. (“Purchaser”) for goods, services and other deliverables (collectively, the “Goods”) Supplier shall be deemed to have agreed to be bound by this Agreement by accepting the Purchase Order or delivering the Goods.

### **Code of Conduct Compliance.**

Supplier shall comply with Purchaser’s Code of Conduct for Business Partners, which is available at [www.go-to-bosch.com/supplier-information](http://www.go-to-bosch.com/supplier-information), and which is incorporated herein by reference.

### **1. AGREEMENT.**

The Agreement consists only of: (a) these Terms; (b) the applicable Purchase Order; and (c) any drawings or specifications expressly referenced in the applicable Purchase Order. Any reference in the Purchase Order to specifications or other documents is solely for the purpose of incorporating the description and specifications of the Goods contained herein. Purchaser’s acceptance of, or payment for, the Goods will not constitute Purchaser’s acceptance of any additional or different terms, unless expressly agreed to in writing by Purchaser. If there is any conflict or inconsistency between the documents constituting the Agreement, these Terms shall prevail unless otherwise expressly stated. This Purchase Order shall be binding upon issuance and does not require a signature to be enforceable.

### **2. TERM AND TERMINATION.**

This Purchase Order is valid until the date of final delivery of Goods, as set forth in the Purchase Order schedule. Purchaser reserves the right to terminate this Agreement for any breach of the Terms of the applicable Purchase Order, these Terms, or any applicable laws, statutes, regulations, ordinances, codes, rules or government requirements in relation to the Goods.

### **3. REPRESENTATIONS AND WARRANTIES.**

#### **3.1 Supplier represents, warrants, and covenants that:**

- (a) the Goods shall be new, of good quality and workmanship, free from defects, and fit for their intended purpose;
- (b) the Goods shall conform to all specifications, drawings, samples, and other requirements set forth in the applicable Purchase Order or approved by Purchaser;
- (c) the Goods and all related services shall comply with all applicable federal, provincial, territorial, and municipal laws, statutes, regulations, codes, ordinances, and governmental requirements;
- (d) any services performed in connection with the Goods shall be performed in a professional and workmanlike manner and in accordance with Purchaser’s applicable safety and operational requirements; and
- (e) Supplier shall obtain and maintain all permits, licenses, approvals, and authorizations required to perform its obligations under the Purchase Order.

#### **3.2 Supplier shall, at its sole cost and expense:**

- (a) provide all labor, materials, equipment, tools, transportation, and resources necessary to perform the Purchase Order;
- (b) comply with all applicable environmental, health, and safety laws and requirements while performing work on Purchaser’s premises;
- (c) be solely responsible for the handling, transportation, storage, and disposal of all materials and waste brought onto Purchaser’s premises, and shall not release any hazardous substances;
- (d) inspect and properly use any Purchaser-provided materials and return them in substantially the same condition, reasonable wear and tear excepted; and
- (e) ensure that no liens or claims are filed in connection with the Goods or services provided.

#### **3.3 Survival.**

These warranties are in addition to any warranties implied by law and shall survive inspection, acceptance, and payment.

## **Building Technologies**

### **4. DELIVERY.**

**4.1** Supplier shall deliver the Goods in accordance with this Agreement and the applicable Purchase Order. Delivery shall be made in accordance with the delivery instructions, shipping terms, and timelines specified in the Purchase Order or otherwise provided in writing by Purchaser.

**4.2** All costs associated with packaging, loading, transportation, insurance, and delivery shall be borne by Supplier unless expressly stated otherwise in the Purchase Order.

**4.3** Time is of the essence. Goods shall be delivered by the delivery date specified in the applicable Purchase Order (the "Delivery Date"). Supplier shall promptly notify Purchaser of any anticipated delay. Failure to deliver by the Delivery Date entitles Purchaser, at its option, to cancel the Purchase Order, in whole or in part, without liability, and to recover any damages resulting from such failure.

**4.4** Purchaser may, at any time prior to the Delivery Date, cancel or modify a Purchase Order, in whole or in part, upon written notice, without cost or liability.

### **5. INSPECTION; ACCEPTANCE/REJECTION**

**5.1** All Goods are subject to Purchaser's inspection. Purchaser shall have sixty (60) days following delivery to inspect the Goods and either accept or reject them. Purchaser may reject any Goods that are nonconforming, defective, damaged, or fail to comply with applicable laws or the Purchase Order.

**5.2** Acceptance of the Goods shall not limit or waive any of Purchaser's rights or remedies. Title transfer or payment shall not constitute acceptance.

**5.3** Purchaser may, at its option, (a) return rejected Goods at Supplier's risk and expense for a full refund, or (b) require replacement Goods within a timeframe specified by Purchaser. Title to rejected Goods shall revert to Supplier upon return, and Supplier shall not re-deliver rejected Goods without Purchaser's prior written approval.

### **6. PAYMENT TERMS/INVOICING.**

Prices for the Goods will be set out in the applicable Purchase Order. No changes to pricing or payment terms shall apply unless expressly approved in writing by Purchaser.

Each invoice shall relate to a single Purchase Order and be issued no later than five (5) days following delivery of the Goods. Invoices must comply with Purchaser's invoicing requirements and include, at a minimum, the applicable Purchase Order number and a description of the Goods provided, together with any required supporting documentation.

Purchaser shall pay all undisputed amounts within sixty (60) days following receipt of a properly submitted and accepted invoice ("Accepted Invoice"). Purchaser may withhold payment, in whole or in part, for any disputed, defective, nonconforming, or non-compliant Goods, without such withholding constituting a breach or giving rise to interest.

The parties shall use commercially reasonable efforts to resolve any invoice dispute within thirty (30) days after notice of the dispute. If unresolved, either party may pursue resolution in accordance with Section 16 (Dispute Resolution).

At Purchaser's request, Supplier shall provide a conditional or unconditional lien release, as applicable, for payments made under the Purchase Order, regardless of whether a preliminary notice or lien notice has been filed.

### **7. TAXES.**

Unless otherwise stated in the applicable Purchase Order, all prices include all the costs necessary to deliver the Goods in accordance with this Agreement, including applicable taxes, duties, and governmental charges. Purchaser shall only pay those taxes required by law to be paid by the Purchaser, provided such taxes are separately stated on Supplier's invoice. Supplier is solely responsible for the collection, reporting and

## Building Technologies

remittance of all applicable taxes related to the Goods. Purchaser may withhold and remit any taxes required by law.

### **8. CONFIDENTIALITY/PERSONAL INFORMATION.**

Supplier shall maintain in strict confidence all non-public, proprietary, or confidential information, including job, project, or customer information, received directly or indirectly from Purchaser in connection with this Purchase Order. Supplier shall not disclose such information to any third party without Purchaser's prior written consent and shall use such information solely for purposes of performing under this Purchase Order. These confidentiality obligations shall survive expiration or termination of the Purchase Order.

### **9. RISK OF LOSS.**

The Supplier will retain the risk of loss and/or damage to the Goods until the goods are physically Delivered At Place ("DAP") identified by Purchaser. If any Goods are rejected by Purchaser, Supplier is liable for any and all costs associated with replacing such damages.

### **10. FAILURE TO PERFORM.**

In the event of Supplier's failure to perform any of its obligations hereunder, Purchaser may, at its option, recover from Supplier any losses including reasonable attorneys' fees, and any other actual, incidental, indirect, special or consequential damages, and may exercise all rights and remedies as may be available to Purchaser. Notwithstanding anything herein to the contrary, nothing in the Order shall be deemed to limit any rights Purchaser may have against Supplier in law or equity.

### **11. PROPRIETARY INFORMATION/INTELLECTUAL PROPERTY.**

**11.1** All drawings, specifications and other copyrightable documents and any molds, dies, tools, equipment, recipes, trade secrets, patents, trademarks, intellectual property or the like furnished by or on behalf of Purchaser are for use solely with respect to the Purchase Order.

#### **11.2 Supplier:**

- (a) will not have any rights to, property or interest in the same except to the extent necessary to execute the Order,
- (b) will be responsible for maintaining the same in proper working order subject only to normal wear and tear, and
- (c) upon completion (or earlier cancellation or termination) of the Purchase Order, will promptly destroy or return these items, as requested by Purchaser.

### **12. OWNERSHIP.**

All right, title, and interest in any goods, deliverables, inventions, discoveries, improvements, or works of authorship developed for Purchaser under this Purchase Order (collectively, "Work Product") shall vest in Purchaser. To the extent any Work Product does not qualify as a "work made for hire," Supplier hereby irrevocably assigns to Purchaser all right, title, and interest therein.

Supplier retains ownership of its pre-existing intellectual property; however, to the extent such intellectual property is incorporated into the Work Product, Supplier grants Purchaser a perpetual, royalty-free, non-exclusive license to use it solely in connection with the Goods.

Upon completion or termination of the Purchase Order, Supplier shall promptly return or destroy all Purchaser-owned materials, as directed by Purchaser.

### **13. INDEMNIFICATION.**

To the fullest extent permitted by law, Supplier will indemnify, defend and hold harmless Purchaser, its affiliates and their directors, officers, employees, agents, and representatives from and against any and all claims, liabilities, losses, damages, costs or expenses (including reasonable attorneys' fees), arising out of or related to:

- (a) any defect in the Goods;
- (b) any actual or alleged infringement or misappropriation of any patent, copyright, trademark, trade secret, or other intellectual property right arising from the Goods;

## Building Technologies

- (c) any spill, release, or discharge of hazardous or regulated materials in connection with the Goods;
- (d) any breach of this Agreement by Supplier; or
- (e) the negligent acts or omissions or willful misconduct of Supplier, its subcontractors, or anyone acting on its behalf.

If the Goods are found or reasonably alleged to infringe any intellectual property right, Supplier shall, at its sole cost and at Purchaser's option:

- (a) obtain the right for Purchaser to continue using the Goods;
- (b) replace or modify the Goods so they are non-infringing and functionally equivalent; or
- (c) refund the purchase price paid for the affected Goods.

Without limiting the foregoing, Purchaser may require re-performance or replacement of non-conforming Goods at Supplier's sole cost.

### **14. FORCE MAJEURE.**

Neither Party shall be liable for delay or failure to perform caused by events beyond its reasonable control, including acts of God, war, terrorism, riots, fire, flood, epidemic or pandemic, or governmental actions ("Force Majeure Event"), provided the event was not caused by the affected Party's negligence or failure to perform.

The affected Party shall promptly notify the other Party and use commercially reasonable efforts to resume performance. Performance may be suspended during the Force Majeure Event to the extent performance is impracticable. The affected Party remains responsible for any loss of or damage to the Goods in its possession.

If a Force Majeure Event continues for more than thirty (30) days, Purchaser may terminate the Purchase Order upon written notice, and Purchaser's sole obligation shall be to pay for conforming Goods delivered prior to termination.

### **15. GOVERNING LAW/COMPLIANCE WITH LAW/LABOR STANDARDS.**

This Purchase Order shall be governed by and construed in accordance with the laws of the jurisdiction of the address of the Purchaser stated on the Purchase Order, without regard to its conflict of laws principles.

Supplier shall comply with all applicable federal, provincial, territorial, and municipal laws, statutes, regulations, codes, and ordinances in connection with the Goods, including all laws relating to labor, employment, human rights, workplace safety, non-discrimination, and environmental protection.

Supplier represents and warrants that no forced, involuntary, or child labor is used in the manufacture or supply of the Goods, and that Supplier complies with all applicable laws relating to human trafficking and labor standards in all jurisdictions in which the Goods are produced or supplied.

### **16. IMPORT of PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS).**

**Supplier shall disclose and report to Purchaser any Goods containing per- and polyfluoroalkyl substances ("PFAS") that are restricted or regulated for importation into the United States or Canada.**

### **17. DISPUTE RESOLUTION.**

All claims, disputes, or controversies arising out of or relating to any Purchase Order, or any breach thereof, shall be resolved by binding arbitration, except as expressly provided below.

The arbitration shall be conducted in accordance with the commercial arbitration rules of a mutually agreed arbitration body, or, if the parties cannot agree, in accordance with the rules of a nationally or internationally recognized arbitration organization applicable in the jurisdiction where the Purchaser is located, as in effect at the time the dispute arises.

As a condition precedent to arbitration, the parties agree to first attempt in good faith to resolve the dispute through negotiations between senior management representatives of each party.

Nothing in this Section shall limit or restrict Purchaser's right to seek injunctive or equitable relief from a court of competent jurisdiction to protect its confidential information, intellectual property, or proprietary rights.

## **Building Technologies**

### **18. WAIVER.**

Purchaser's failure or delay in exercising any right or remedy with respect to the Purchase Order will not operate as a waiver of that right or remedy. Any waiver of a right or remedy must be in writing and signed by Purchaser.

### **19. ASSIGNMENT.**

Supplier may not assign or subcontract its rights and obligations under the Purchase Order without the prior written consent of Purchaser. Purchaser will not unreasonably withhold consent but reserves the right to withhold consent for reasonable reasons.

### **20. SEVERABILITY.**

If any provision of the Purchase Order or these Terms and Conditions is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it enforceable or if modification is not possible, severed. The remaining provisions shall remain in full force and effect.

### **21. LIMITATION OF LIABILITY.**

To the fullest extent of the law, in connection to any claim, demand or action by Supplier against Purchaser, or any of Purchaser's respective employees, directors, officers, or agents, whether based in contract, warranty, tort (including negligence), or otherwise, including any losses or liabilities resulting from a breach by a party of any of its obligations hereunder, Supplier's sole and exclusive remedy shall be limited to the recovery of actual and direct damages, not to exceed the total amount payable under the applicable Purchase Order. In no event shall Purchaser be liable for any special, incidental, indirect, consequential, punitive or exemplary damages (such as, but not limited to, lost revenue, lost profits, loss of business) arising from or related to any Purchase Order.

### **22. INSURANCE.**

Supplier shall, at its sole expense, maintain and shall require its subcontractors to maintain insurance coverage with insurers rated A.M. Best B+ or better (or equivalent) for the Goods provided, including:

- (a) Commercial General Liability insurance (for bodily injury, personal injury and property damage) with limits of not less than \$1,000,000 per occurrence, naming Purchaser as an additional insured; and
- (b) Workers' Compensation insurance as required by applicable law if onsite presence is required.

Upon request, Supplier shall provide certificates of insurance evidencing the required coverage and additional insured status. Supplier shall ensure that such insurance is not cancelled, non-renewed, or materially reduced without at least thirty (30) days' prior written notice to Purchaser.

The maintenance of insurance and furnishing of certificates shall not limit or relieve Supplier or its subcontractors of any obligations, liabilities, or indemnification responsibilities under this Purchase Order.

### **23. RELATIONSHIP OF PARTIES.**

Supplier and Purchaser are independent contractors. Nothing herein shall be construed to place Supplier and Purchaser in a relationship of principal and agent, partners or joint venturers, employee or dependent contractor, and neither Supplier nor Purchaser shall have the power to obligate or bind the other party in any manner whatsoever.

### **24. CONFLICT OF INTEREST.**

Supplier represents that no conflict of interest exists in connection with this Purchase Order. Supplier shall promptly disclose any actual or potential conflict of interest to Purchaser and shall comply with Purchaser's Code of Conduct for Business Partners.

### **25. SURVIVAL.**

The following provisions shall survive the expiration or termination of this Purchase Order: Sections 5, 6, 8, 9, 11, 13, 15, 16, and 20, and any provisions which by their nature are intended to survive termination.