

1 Terms of Purchase

The only terms and conditions that apply to the purchase of material, items, products or components (hereinafter Material) and services (hereinafter Services) set forth on the face of this Purchase Order ("PO") or exhibits hereto, are those set forth below, those preprinted or added to the face of this PO and those which are contained in attachments or exhibits attached hereto (as used herein, the term "PO" shall include all such attachments and exhibits).

2 Acknowledgment and Acceptance

The issuance of this PO to the seller indicated on the face of this PO ("Seller") constitutes an offer expressly limited to the terms contained herein. Seller is hereby notified in advance that Freedom Power Systems, Inc. ("Buyer") takes exception to any and all changes, additions or deletions which Seller may make to the terms contained herein. Buyer reserves the right to revoke this offer at any time prior to its acceptance which shall be only by either the return of an executed acknowledgment copy of this PO or the delivery and acceptance of conforming Material by Buyer. Buyer need not accept delivery of Material unless an executed acknowledgment copy of this PO has been received. Unless acceptance of this order is made within forty-five (45) days of issue, the offer to purchase as contained within this PO shall expire unless otherwise extended in writing by Buyer.

3 Conflicting Terms and Conditions

In the event of a conflict the order of priority is as follows (1) typed or handwritten provision on the face hereof, (2) Supplementary Technical Information provided by Buyer, and (3) the pre-printed terms and conditions set forth herein. In the event of a conflict between the terms and conditions of this PO and those contained in any documents provided by Seller, the provisions of this PO shall control. Buyer specifically objects to and rejects any and all of Seller's terms and conditions contained in any documents provided by Seller.

4 Supplementary Technical Information

All technical specifications, drawings, notes, instructions or information referred to on the face of this PO or contained in attachments or exhibits hereto are deemed to be incorporated by reference and Seller expressly acknowledges that it has received and read such additional information. In case of any discrepancies or questions, Seller shall refer to Buyer for decision or instructions or interpretation.

E	Revised 33 to contain customer flow down requirement.	Written by:	Mark Cihlar	Revision: G
F	Added new 32. Revised 25 and 28.	Revised by:	Mark Cihlar	Date: 29 Jul 2025
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5 Packaging and Packing

Seller shall be responsible for properly packing and packaging the material purchased hereunder. Seller shall separately number all cases, packages, etc., showing the corresponding PO, part numbers and quantities. An itemized packing slip bearing the Buyer's order number must be placed on each package.

6 Delivery

Time and rate of delivery are of the essence of this PO. Risk of loss shall remain with Seller until receipt of Material by Buyer or Buyer's agent at destination. In addition, Buyer reserves the right to refuse delivery of Material made more than one week in advance of the delivery schedule, included herein and return such Material to Seller at Seller's expense. Seller shall notify Buyer immediately at such times as Seller has knowledge of any impending material shortage, governmental regulation labor dispute or other events or impediments which could result in a delay in the delivery. Unless PO terms specify otherwise on the face thereof, transportation shall be FOB shipping point via UPS ground service billed to Buyer's account. Contact your FPS buyer for the account number.

7 Price

Seller expressly agrees that the prices set forth in this PO are lawful and shall remain fixed until all deliveries have been completed unless otherwise agreed in writing by both parties. Such prices include all charges including but not limited to taxes, inspections, packaging and shipping costs. Sales or use taxes not specifically set out on the face of this PO shall be deemed to be included in the Material price. This is a firm fixed price unless otherwise indicated on the face hereof. Buyer is not responsible for any additional expenses or costs without prior written agreement with Buyer.

8 Payments

Seller shall issue invoices only upon delivery acceptance of Material or completion of Services ordered by Buyer hereunder. Unless different payment terms are specified on the face hereof, Buyer shall issue payment within thirty (30) days of its receipt of correct and conforming Seller invoice. Payment by Buyer is contingent upon delivery by Seller of conforming Material or satisfactory completion of Services. Adjustments for payments made for rejected Material or Services or due to discrepancies on paid invoices shall be deducted from subsequent payments due Seller or, at Buyer's option, promptly refunded by Seller upon request.

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9 Inspection

Seller shall inspect all Material prior to shipment to Buyer. Material which fails to pass Buyer's incoming test or inspection may be rejected by Buyer and returned to Seller at Seller's expense, for credit, rebate of paid purchase price or replacement at Buyer's option. Payment before inspection shall not be deemed acceptance of nonconforming Materials or Services.

10 Warranty

Seller warrants: (1) that all Material delivered hereunder is free from defects in design, material and workmanship; (2) that Seller has good title to the Material and has conveyed such good title to Buyer pursuant to the terms of this PO; (3) that the Material purchased hereunder conforms to all applicable specifications, drawings, samples or other description referenced on the face of this PO or contained in attachments or exhibits hereto, (4) that the goods to be delivered shall consist of strictly new materials, and (5) that the Material purchased hereunder will be suitable for the purpose for which intended if such purposes were known to Seller. The warranties shall survive any inspection, delivery, acceptance, payment, expiration or earlier termination of this PO and such warranties shall run to Buyer, its successors, assigns, customers and users of its products. Nonconforming material shall not be shipped to Freedom Power Systems, Inc. In case of a breach of the aforementioned warranty, Seller shall promptly, at Buyer's option, repair, replace or refund. The above does not limit any of Buyer's other remedies at law or in equity.

11 Assignment

Seller shall neither assign its performance under this PO or any part thereof, nor delegate any obligations hereunder without the prior written consent of Buyer. Any such attempted assignment or delegation without Buyer's prior written consent shall be void and of no force or effect or, at Buyer's option, shall be cause for Buyer's termination of this PO.

12 Changes

Buyer shall have the right to make, from time to time, changes as to packing, testing, destinations, specifications, designs, and delivery schedules. Seller shall immediately notify Buyer, if appropriate, of any increases or decreases in Seller's costs caused by such changes, and any equitable adjustments in prices or other terms hereof shall be agreed upon in written amendment to this PO.

13 Termination for Cause

Buyer may cancel this PO in whole or in part at any time by written or telegraphic notice in the event Seller (1) fails to comply with any term or

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condition of this PO or attachments or exhibits hereto, including but not limited to delivery terms; or (2) has appointed a receiver or trustee in bankruptcy other similar officer over any or all of its property or assets, files a voluntary or has filed against it an involuntary petition in bankruptcy which remains in effect for thirty (30) days or (3) merges with or is acquired by a third party without Buyer's prior written consent; (4) assigns any of its rights or obligations under this PO to a third party without Buyer's prior written consent. Upon the occurrence of any one of the aforesaid events, and in addition to any remedies which Buyer may have at law or in equity. Buyer may cancel this PO or any part hereof by notifying Seller in writing of such cancellation and Seller shall thereupon transfer title and delivery to Buyer such work in process or completed Materials as may be requested by Buyer. Buyer shall have no liability to Seller beyond payment of any balance owing for Material purchased hereunder and delivered to and accepted by Buyer prior to Seller's receipt of the notice of termination and for work in process requested by and delivered to Buyer.

14 Cancellation

Buyer reserves the right at any time and from time to time without cause to cancel all or any part of the undelivered portion of this order upon ten (10) days written notice to Seller. In the event of such cancellation, Buyer shall not be liable to Seller for any damages, including (but not by way of limitation) loss of anticipatory profits. The provisions of this paragraph shall not limit or affect the right of Buyer to terminate this PO for default of Seller.

15 Set Offs

Buyer shall have the right at any time to set off any amount owing from Seller to Buyer, or Buyer's associates or affiliates, against any amount due and owing to Seller or any of its subsidiaries or affiliates, pursuant to this PO or any other contractual agreement between Buyer and Seller or their respective subsidiaries or affiliates.

16 Patents

Seller shall defend, at Seller's expense, Buyer, its distributors and dealers, and users of Buyer's products and indemnify them with respect to any and all claims that the Material purchased hereunder or any of its parts infringes any patent or other propriety rights, and with respect to any and all suits, controversies, demands, and liabilities arising out of any such claim. Buyer shall use its best efforts to notify Seller promptly in writing of any such claim. In the event that a final injunction shall be obtained against the use by Buyer, its distributors and dealers, or users of Buyer's products of the Material or any of its parts by reason of infringement of any patent or other proprietary rights, or if in Buyer's reasonable opinion the Material or any of its parts is likely to become the

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subject of a claim of infringement of any patent or other proprietary rights. Seller will, at its expense and as requested by Buyer, either procure for Buyer, its distributors and dealers, and users of Buyer's products the right to continue using the Material or replace or modify same so that it becomes non-infringing but functionally equivalent. The obligations of Seller under this paragraph shall survive the termination of this PO.

17 Trade Name

Unless authorized by Buyer in writing, no trade name or trademark of the Buyer or its affiliates may be used by the Seller in its advertising or for any purpose. The obligation of the Seller under this paragraph shall survive the termination of this PO. Buyer shall not be required to display any trademark or trade name of Seller on any of the Materials.

18 Confidential Information and Advertising

Without prior written consent of Buyer, Seller shall neither disclose to any person outside its employ, nor use for purposes other than the performance of this PO, any information pertaining to the existence or terms of this PO or any property furnished by Buyer to Seller including but not limited to drawings, blueprints, descriptions or specifications which are a part of this PO. Upon termination of this PO, all property furnished by Buyer shall remain the property of Buyer. Seller at Buyer's request shall return to Buyer all written Material and property delivered to Seller's pursuant to the performance of this PO. Any information disclosed or provided by Seller shall not, unless specifically agreed to in writing by Buyer, be treated as confidential by Buyer.

19 Compliance with Federal Laws

Seller warrants that in performance of work under this PO it has complied with or will comply with all applicable federal, state and local laws and ordinances including but not limited to OSHA, the Labor Standards Act of 1938 (29-USC 201219) the 8 HOUR LAW (40-USC 327-332), and all laws restricting the use of convict labor. In addition, Seller shall secure and maintain adequate Worker's Compensation in accordance with the laws of any state from which Seller shall Furnish Material and/or Services for Buyer. Upon request Seller agrees to issue certificates certifying compliance with any of the aforementioned laws or regulations, as may be applicable to Material and / or Services being furnished hereunder.

20 Notices

All notices and requests in connection with this PO shall be deemed given as of three (3) days after the day they are deposited in the United States mail, postage paid, certified, return receipt requested, addressed to the Buyer or

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Seller at its address set forth on the first page of the PO, or at such other address as a party may have designated in writing.

21 No Agency

Nothing contained in this PO shall constitute either the Buyer or Seller an agent or representative of, or joint venture with the other, or authorized either party to make any commitment or enter into any agreement on the other's behalf.

22 Entire Agreement

This PO constitutes the entire agreement between the Buyer and Seller with respect to the subject matter hereof and merges all prior communications. This PO may be changed only by a written amendment agreed by the duly authorized representatives of both parties.

23 Applicable Law

Any contract resulting from the issuance and acceptance of this order shall be interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts. All claims under this PO shall be brought only in courts whose situs is within the Commonwealth of Massachusetts. The rights and remedies herein provided are in addition to those available to Buyer at law or in equity. Any failure by Buyer to enforce any provision herein or right or remedy available to it on any one occasion shall not be construed or act as a bar or waiver.

24 Right of Entry

The Buyer's authorized representatives, as well as their customers and/ or any applicable regulatory agencies, may enter the Seller's plant with reasonable notice to conduct preliminary inspections and test of the products and work in process. If Seller is a distributor instead of manufacturer, Seller shall flow this provision to all its sources. Right of Entry shall include the right of access to all applicable records.

25 Government Subcontracts

The following FAR provisions are incorporated herein by reference and Seller shall comply with each such provision:

FAR 52.219-8 Utilization of Small Business Concerns.

FAR 52.222-26 Equal Opportunity.

FAR 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and other Eligible Veterans.

FAR 52.222-36 Affirmative Action for Workers with Disabilities.

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FAR 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees.

FAR 52.247-64 Preference for Privately Owned U.S. Flag Commercial Vessels.

DFARS 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals.

Executive Order 11246 (and its implementing regulations at 41 CFR part 60).

The Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended and its implementing regulations at 41 CFR 60-300.

Section 503 of the Rehabilitation Act of 1973, as amended (and its implementing regulations at 41 CFR 60-741).

Executive Order 13496 (and its implementing regulations at 29 CFR part 471, Appendix A to Subpart A).

Seller agrees to complete requested certifications regarding its compliance with the foregoing, and any required certification under applicable FAR, DFARS or supplement.

26 Export Control

Seller agrees to comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the International Traffic in Arms Regulation (ITAR), 22 C.F.R. 120 et seq.; and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations, 15 C.F.R. 730-774; including the requirement for obtaining any export license or agreement, if applicable. Seller agrees to notify Buyer if any deliverable under this PO is restricted by export control laws or regulations.

27 Calibration and Training Records

Seller shall retain records of equipment calibration for a minimum of 10 years and personnel training for a minimum of 14 years following final delivery of all items on the PO.

28 Material Controlled by Freedom Power Systems Drawings

If PO is for material designed by Buyer (“01” part number prefix), Seller shall not make material changes in the manufacturing process, nor change the location of manufacture without the prior written approval of Buyer.

Class 1 change: Any change in the manufacturing process (routers, work instructions, procedures, etc.) or tooling that changes or alters the configuration, composition, or physical properties of the product on order.

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Class 2 change: A change to new or alternate production equipment or tooling. A change to the manufacturing process.

Material conforming to specifications contributes to overall product conformity and product safety. All such material shall be accompanied by Seller's Certificate of Conformance. Seller shall notify Buyer of any nonconformances to specified processes, product, or services and obtain Buyer approval for disposition. All painted, coated, plated, or anodized items in this category shall be accompanied by Seller's Certificate of Conformance for such finishing operations.

29 Soldered Assemblies

Solder must contain a minimum of 37% lead content unless otherwise specified on the assembly drawing. All assemblies must be cleaned after soldering. Workmanship must meet IPC-A-610 Class 2 workmanship standards unless otherwise specified in the assembly documentation.

30 Counterfeit Parts

Sellers that provide Buyer with parts shall establish and maintain a counterfeit prevention and control plan compliant with AS5553 or AS6174, as well as DFARS 252.246-7007 and DFARS 252.246-7008, as applicable. All parts shall be purchased directly from the original manufacturer or a franchised distributor. Documentation must be available that provides traceability to the original manufacturer. Independent distributors or other sources shall not be used without prior written approval from Buyer. Seller shall defend, indemnify, and hold harmless Buyer, its affiliates, and its customers from and against any and all claims, liabilities, damages, costs, and expenses (including, but not limited to, rework, removal, replacement, and associated labor or testing costs) arising out of or related to the Seller's delivery of counterfeit or suspect counterfeit parts, regardless of negligence.

Seller shall include this clause or equivalent provisions in their lower-tier subcontracts for the delivery of items that will be included in or furnished as Material to Buyer.

31 Electrostatic Discharge (ESD)

Seller shall establish and implement an ESD control program that is compliant with the current revision of ANSI S20.20 and MIL-STD-1686 for electronic parts and assemblies that are susceptible to damage from ESD. Additional product specific ESD requirements are flowed down via the bill of materials.

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32 Foreign Object Damage (FOD)

Seller shall ensure items supplied and/or the packaging will not be a source of debris, FOD, or contaminants.

33 Working Conditions and Human Rights

Seller agrees that any material violation of law by Seller relating to basic working conditions and human rights, including laws regarding slavery and human trafficking, applicable to Seller’s performance under this PO may be considered a material breach of contract for which Buyer may elect to cancel this PO at no cost.

34 Ethical Behavior

Seller agrees to ensure that all employees are aware of their contribution to product or service conformity, their contribution to product safety, and the importance of ethical behavior.

35 Quality Management System

Seller should have a quality management system. Certification to ISO 9001, AS9100, AS9110, and/or AS9120 is preferred.

36 FARs

52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009.

52.222-26 Equal Opportunity.

52.222-40 Notification of Employee Rights Under the National Labor Relations Act.

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