TERMS & CONDITIONS OF PURCHASE

1. **ACCEPTANCE AND AMENDMENTS:** This purchase order constitutes an offer by Meggitt Aerospace Asia Pacific Pte Ltd ("Parker") to purchase from supplier ("Supplier") the goods and/or services referenced in this purchase order exclusively under these terms and conditions. Parker and Supplier are individually referred to as a "Party" and collectively as the "Parties". Acceptance of this purchase order is expressly limited to these terms and conditions. No amendment, modification, or waiver of any of these terms and conditions shall be effective against Parker except as shall be set forth in writing signed by Parker's authorized representative. Terms and/or conditions proposed by Supplier in its acceptance or otherwise which are additional to or different from these terms and conditions are objected to without further notification from Parker and shall not become a part of this purchase order. All specifications, drawings, and other data referred to in this purchase order are hereby made a part of the purchase order as if fully set forth herein. If this purchase order shows on its face that it is placed under a U.S. Government contract or subcontract or if Parker otherwise notifies Supplier that this purchase order is placed under a U.S. Government contract or a subcontract, certain clauses of the Federal Acquisition Regulation (FAR) (48 CFR Chapter 2) and the Department of Defense FAR Supplement (DFARS) apply. These clauses are incorporated herein by reference, and they are contained in Parker's current form TCP-GS, entitled "Terms and Conditions of Purchase - Government Supplement" which is also incorporated by this reference and can be found at www.parker.com/termsandconditions/govtsupplement.
   Supplier's use of subcontractors, whether selected, directed or approved by Supplier, Parker or Parker's customer, to fulfill this purchase order shall not excuse Supplier of its obligations or requirements to Parker under this purchase order. This purchase order shall be deemed accepted by Supplier and shall constitute the entire agreement between the Parties with respect to the subject matter hereof upon any of the following: (a) Supplier's acknowledgement of the purchase order; (b) Supplier's commencement of performance; (c) Supplier's acceptance of any payment under this purchase order; or (d) Supplier's failure to deliver written notice of rejection of this purchase order to Parker within ten (10) days of receipt of this purchase order.

2. **PRICES AND PACKAGING:** Supplier's prices include: the cost of packaging the goods purchased in a manner suitable for shipment by the method specified by Parker, all taxes, fees and/or duties applicable to the goods and/or services, provided that any value added tax ('VAT') and/or similar tax that is recoverable by Parker will not be included in Supplier's price but will be separately identified on Supplier's invoice. Supplier will package, mark, and ship all goods in accordance with the requirements of this purchase order, good commercial practices, and in a manner, which will permit the securing of the best transportation rates. Damage to any article resulting from improper packaging will be charged to the Supplier. No additional charges will be allowed for containers, crating, boxing, bundling, dunnage, drayage, storage, or transportation thereof, unless stated in this purchase order. Packing slips must accompany all shipments. Parker's count will be accepted as final and conclusive on all shipments. Parker's purchase order number and Supplier's packing slip number, description, and count must appear on all invoices, packages, and bills of lading.

3. **DELIVERY:** Supplier will make all deliveries in accordance with FCA Supplier's Facility (INCOTERMS 2020), with title to goods transferring upon delivery to Parker, or upon delivery to Parker's designated drop-ship location, unless other delivery instructions or arrangements are agreed between Parker and the Supplier. Supplier acknowledges that Parker requires on-time delivery to operate its plants, therefore time is of the essence. Supplier will be responsible for all damages resulting from Supplier's failure to make timely or conforming deliveries of goods, including, but not limited to, costs Parker incurs for the correction of goods with quality problems and costs Parker incurs in connection with Parker's machining and/or assembly line downtime. If Supplier's delivery of the goods or services is not made in the quantities and at the times specified herein, Parker reserves the right without liability and in addition to any other rights and remedies at law, contract or at equity, to cancel the purchase order and to procure substitute goods or services and charge Supplier with any loss incurred including lost profits and special damages. Parker will have the right to reject any goods or services which are tendered by Supplier in advance of the date scheduled for delivery, to accept early delivery of goods or services and defer payment until after the scheduled delivery date or to accept early delivery of goods and place such goods in storage at Supplier's expense until the scheduled delivery date. Parker may return any over shipments to Supplier at Supplier's risk and expense.

   Supplier will deliver in accordance with the delivery date(s) specified in this purchase order or, if a delivery date or dates are not specified, then only as authorized in shipment releases issued by Parker. Supplier will treat Parker as a preferred customer and, as such, Parker schedules are to be given priority. Supplier will promptly notify Parker in writing of any potential or anticipated delivery delays or supply interruptions and Supplier will arrange, at Parker's option and at locations acceptable to Parker, for advance deliveries or warehousing of goods.

4. **FORCE MAJEURE:** Neither Party will be considered in default of performance under this purchase order or any agreement to the extent that performance of such obligation is delayed or prevented by fire, flood, earthquake or natural disasters, riot, war, terrorism, civil strife, pandemics, epidemics or other public health emergency/ies, governmental regulations, or any other event beyond a Party's reasonable control and occurs without the applicable Party's fault or negligence (a "Force Majeure Event"). Material shortages or other supply chain issues are not considered a Force Majeure Event. As soon as possible, but not later than one (1) day after the determination that a Force Majeure Event will cause a delay in the supply of goods or services, Supplier will provide written notice to Parker describing any anticipated delays in its performance due to the Force Majeure Event and advising Parker of the anticipated duration of the delay, actions Supplier is taking to mitigate the delay, and the time that the delay will be cured. During the delay or failure to perform by Supplier, Parker may at its option (i) purchase goods and/or services from other sources and reduce its releases or quantities set forth in the purchase order to Supplier by such quantities, without liability to Supplier; (ii) require Supplier to deliver to Parker all or any portion of the finished goods and/or services, work-in-process and/or parts and materials produced or acquired for work under the purchase order; or (iii) require Supplier to provide goods and/or services of equal quality from other sources in quantities and at a time requested by Parker and at the prices set forth in the purchase order. If, upon the request of Parker, Supplier fails to provide adequate assurance that any delay will not exceed thirty (30) days, or if any delay lasts longer than thirty (30) days,

Parker may terminate any purchase order, release, or agreement, in whole or in part, without liability and Supplier will reimburse Parker for costs associated with the termination. Supplier will use all diligent efforts to ensure that the effects of any such Force Majeure Event are minimized and, as promptly as possible, resume full performance. If Supplier's delay or default is caused by a delay or default of a subcontractor or sub-supplier, such delay or default will be excused only if it arose out of a Force Majeure Event and was beyond the control of both Supplier and the subcontractor or sub-supplier and without the fault or negligence of either, and the goods and/or services were not obtainable from other sources in sufficient time to meet the required delivery or performance schedule. Parker will not be liable for failure to accept any part of the goods and/or services purchased hereunder if such failure is the result of any cause beyond the control of Parker including without limitation, fires, floods, acts of God, strikes, differences with employees, casualties, delays in transportation, inability to obtain necessary materials, utility services for machinery, or total or partial shutdown of Parker's facilities for any cause.

5. **CHANGES:** Parker reserves the right at any time prior to any of the delivery dates set forth in this purchase order by written notice to Supplier to make changes to the drawings, designs, or specifications of the goods and/or services ordered, the method of packaging and shipping, the time, place or method of delivery, the quantity of goods ordered, or the work or services covered hereby. If any such changes affect Supplier's cost and/or delivery schedule, Supplier will notify Parker immediately, and, in the case of an increase in Supplier's cost, within twenty (20) days of such notice Supplier will submit a detailed cost break-down comparing original requirements and costs to the changed requirements and costs. The Parties will then discuss an equitable adjustment in purchase order price, delivery schedule, or both; however, no adjustment will be binding on Parker unless evidenced by one of the following: a new purchase order, a change notice, or a revision to this purchase order signed by an authorized representative of Parker. Nothing in this Section 5 shall excuse Supplier from immediately proceeding with this purchase order as changed.

6. **REJECTION/REVOCATION:** Payment for any goods and/or services under this purchase order shall not constitute acceptance thereof, and Parker reserves the right to inspect all goods and/or services purchased hereunder at Parker's discretion and at Parker's option and to reject nonconforming goods and/or services or revoke acceptance of nonconforming goods and/or services. At Parker's option and at Supplier's risk and expense, Parker may return nonconforming goods to Supplier, require Supplier to grant a full refund or credit to Parker for nonconforming goods and/or services, hold nonconforming goods for disposition by Supplier, require Supplier to reperform the work or rework nonconforming goods and/or services to correct nonconformities. Unless otherwise agreed, replacement of any nonconforming or defective good will be accomplished by Supplier within 24 hours of Supplier's receipt of notification of the nonconformance or defect, and re-performance of any nonconforming or defective service will be accomplished promptly.

   In the event of multiple nonconforming goods and/or services, Supplier will, within twenty-four (24) hours from notice from Parker, submit a written corrective action report to Parker. Such report shall identify the root cause of the nonconformance, identity the affected goods and/or services and communicate a corrective action plan for Parker's review and approval.

   Acceptance of any part of the goods and/or services ordered hereunder shall not bind Parker to accept other parts of the goods and/or services, including any future shipments, or waive its right to revoke acceptance of goods previously delivered or services previously performed.

7. **SUPPLIER'S WARRANTIES:** Supplier warrants that all goods and/or services provided, whether by Supplier or its subcontractors or sub-suppliers, will: (i) be new and of merchantable quality; (ii) be free from all defects in design, workmanship, material and title, and Supplier will cause any lien or encumbrance asserted to be discharged, at its sole cost and expense, within 15 calendar days of its assertion (provided such liens do not arise out of Parker's failure to pay amounts not in dispute under the purchase order); (iii) be provided in strict accordance with all requirements, regulations, codes, instructions, standards, drawings, design, specifications and other requirements approved or provided by Parker; (iv) be provided/performed in a competent and professional manner in accordance with the highest standards and best practices that apply in Supplier's industry. Supplier further warrants that the goods and/or services provided, and any deliverables created during the performance of the services do not infringe any intellectual property right of a third party and are not subject to any license or any other obligations or conditions that would affect Parker's use or resale thereof. Supplier represents and warrants that Supplier has the legal right and power to assign to Parker and its affiliates the ownership of any such deliverables without violating any rights of any third party and Supplier hereby assigns ownership of all intellectual property or other proprietary rights in and to any such deliverables to Parker and its affiliates.

   Supplier agrees that these warranties will survive acceptance of the goods and/or services. The warranties stated in this Section 7 will also apply to any repaired or replaced goods or reperformed services and, in all cases, are hereby extended to, and shall inure to the benefit of, Parker and Parker's affiliates, subsidiaries, successors, assigns, and direct and indirect customers to whom the goods and services provided hereunder may be sold or transferred (jointly and severally "Parker Entities").

   In the event of breach of warranty, Parker will be entitled to all rights and remedies available at law, contract or at equity, including but not limited to, at Parker's option and at no additional cost to Parker: (i) credit, (ii) replacement or repair of defective goods, (iii) reperformance of services; (iv) recoupment of any costs and expenses of removal of the goods from any component, assembly or system; (v) reinstallation of non-defective goods, (vi) recoupment of any other costs or expenses for return of the goods; and (vii) recoupment of any other costs, expenses, or losses caused by or related to the defective goods or services. Supplier will also reimburse Parker for any incidental and consequential damages caused by such nonconforming goods and/or services including, but not limited to costs, expenses, and losses incurred by Parker: (a) in inspecting, sorting, repairing, or replacing such goods or services; (b) resulting from any production interruptions; (c) conducting any recall campaigns or other corrective actions; and (d) claims for personal injury or property damage.

8. **PARKER'S PROPERTY:** Unless otherwise expressly provided in this purchase order, all Special Property (as defined below in this paragraph), and all tangible and intangible property furnished to Supplier by Parker or based on or derived from Parker's confidential or otherwise proprietary information, or produced or purchased by Supplier at Parker's expense, for use in Supplier's performance hereunder, and any replacement thereof, is and shall remain the exclusive property of Parker. For purposes of this purchase order, "Special Property" includes without limitation, dies, fixtures, molds, patterns, gauges, test equipment, information, or similar items used in Supplier's performance of this purchase order that are especially acquired for Supplier's performance hereunder or of such specialized nature that absent substantial alteration, their use is limited to the production of the goods or the rendering of the services referenced in this purchase order. Absent express agreement to the contrary, the amounts charged by Supplier pursuant to this purchase order will include payment for all Special Property. Hereinafter Special Property and all property furnished to Supplier by Parker are collectively referred to as "Parker's Property." Supplier will not sell, encumber, transfer, assign, dispose of, or modify Parker's Property and will not use Parker's Property for any purpose other than in the performance of this purchase order without Parker's prior written consent.

   At all times while Parker's Property is in Supplier's custody or control, Parker's Property will be held at Supplier's risk and will be fully insured at Supplier's expense at replacement cost payable to Parker, and Supplier will provide routine maintenance at its expense.

   Supplier agrees that Parker's Property will remain separate and a label will be affixed stating it is Parker's Property and will not become a fixture attached to realty. Supplier will allow Parker's representative to inspect Parker's Property at any time upon reasonable notice. At any time upon the request of Parker and in accordance with Parker's instructions, Supplier will prepare for shipment, package and deliver Parker's Property in good condition and at Supplier's cost FCA Supplier's business location (INCOTERMS 2020).

9. **INSURANCE:** Supplier represents that it has and will maintain the following types and amountsof insurance coverage and agrees to furnish certificates of insurance showing that Supplier has insurance coverage in the following minimum amounts:

   - Workers Compensation – Statutory limits for the state(s) in which the work will be performed

   - General/Products Liability – $2,000,000 per occurrence with an Umbrella Liability – minimum $5,000,000

   - Automobile Liability – $1,000,000 (per any one accident) – Required only when Supplier's vehicle will enter any of Parker's premises or for the provision of transportation services; and

   - Aircraft Product Liability – $10,000,000 Aggregate – Required only when this is a purchase order for the provision of goods for use on an aircraft or in the aerospace market.

   Said certificates of insurance will set forth the amount of coverage, the number of the policy and the date of expiration. Upon Parker's request, Supplier will name Parker or the Parker Entities as an additional insured on its policies. If Supplier is a self-insurer for workers compensation purposes, Supplier will provide Parker with a copy of the self-insured certificate issued by the state(s) where work will be performed. Compliance by Supplier with the insurance requirements stated in this Section 9 will not in any way affect Supplier's duty to indemnify Parker under Section 10 herein.

10. **INDEMNIFICATION:** Supplier agrees to indemnify, defend, and hold Parker Entities, and their respective directors, officers, employees, and agents (together "Indemnitees") harmless from and against any and all losses, liabilities, damages, claims, awards, demands, judgments, settlements, fines, suits, actions, proceedings, subrogation claims, costs and expenses, including court costs and attorney's fees, whether arising out of contract, tort strict liability, warranty, or otherwise, (collectively "Damages") incurred in connection with: (i) the design, manufacture, sale or use of the goods and/or services; (ii) goods delivered or services or labor performed pursuant to this purchase order; (iii) performance or failure to perform its obligations under this purchase order; or (iv) Supplier's failure to comply with applicable laws, orders, rules, regulations, codes, directives, ordinances and conventions ("Laws") or applicable standards.

    If Supplier's employees, subcontractors, or sub-suppliers perform any work on the premises of any Parker Entity or utilize any of Parker's Property, whether on or off the premises of any Parker Entity, Supplier will indemnify and hold harmless Parker Entities and their respective officers, directors, employees, and agents from and against any Damages to Parker's Property or for injuries (including death) to any person, including without limitation any employees of Parker Entities, arising from or in connection with Supplier's performance of work or use of Parker's Property. Supplier's obligations pursuant to this Section 10 shall survive the completion of performance and the expiration or termination of this purchase order.

    Supplier further agrees, upon receipt of notification, to promptly assume full responsibility for the defense of any claims brought against the Indemnitees, and in such event, Supplier will not consummate any settlement without Parker's prior written consent. The failure of Parker to provide Supplier with prompt notice does not relieve Supplier of its obligations under this Section 10 unless such failure to promptly notify Supplier causes irreparable harm. Parker has the right to participate in the defense of any claim through counsel of its own choosing.

    Supplier agrees upon receipt of notification, to promptly assume full responsibility for defending any claim, suit, action, or proceeding which may be brought against the Parker Entities or any of the Indemnitees which alleges that any goods and/or services provided by Supplier pursuant to this purchase order infringe any patent, trademark, copyright, trade secret, or other proprietary right owned by a third party. Supplier further agrees to indemnify Parker against all expenses, losses, royalties, lost profits, and damages, including court cost and attorney's fees, resulting from such claim, suit, action, or proceeding, including any settlement, decree, or judgment

entered therein. Parker may at its option, be represented and actively participate through its own counsel in any such claim, suit, action or proceeding. Supplier's obligations pursuant to this Section 10 shall survive the completion of performance and expiration or termination of this purchase order. Notwithstanding the foregoing, Supplier will have no obligation to defend or indemnify Parker with respect to any claim which is directed to items delivered pursuant to this purchase order, the designs for which were specified entirely by Parker.

11. **AUDITS, INVESTIGATIONS:** Supplier agrees that its books, records, and accounts will accurately and fairly reflect all transactions of Supplier and shall be maintained in accordance with Laws and Generally Accepted Accounting Principles. Parker will have the right to perform audits and inspections of Supplier's facilities, records, books, costs, and other items related to the terms of this purchase order. Supplier will, upon reasonable request and during normal business hours, make available for examination and reproduction by Parker or its authorized agents, such facilities, costs, books, records, and other items of Supplier as may be necessary to verify compliance with all relevant specifications, drawings, designs, Laws, and standards to enable Parker to comply with its customer obligations, and to perform such audit. Audits may be performed while this purchase order is in effect or within one year after its termination. Further, should Supplier or Supplier's employees, sub-contractors or sub-suppliers in any way be involved in any investigation being performed by or on behalf of Parker, such as investigations in respond to government inquiries or alleged compliance failures, Supplier and Supplier's employees, sub-contractors and sub-suppliers shall cooperate with Parker in such investigation.

12. **REMEDIES:** Parker's remedies described herein will be cumulative and in additionto any remedies allowed by law or in equity. Parker may, at any time, debit, deduct, or set-off money owed, due, or to become due to Supplier from Parker under this purchase order as recovery for any claims that Parker has or may have against Supplier arising out of this purchase order or any other agreement between the Parties.

13. **CONFIDENTIAL INFORMATION, PROPRIETARY RIGHTS:** All information (including but not limited to, trade secrets, drawings, plans, designs, specifications, manufacturing processes or techniques, research and development data, inventions, know-how, processes, procedures, costs, suppliers, methods, sales, customer information and lists, financial data, and business plans) relating to this purchase order or to the goods and/or services to be provided hereunder which has been disclosed to Supplier by or on behalf of Parker (whether such information is owned by Parker or by any other entity with whom Parker is doing business) or which will be developed in the course of Supplier's performance under this purchase order specifically for Parker (collectively referred to as "Information"), has been and will be received and held by Supplier in confidence. Supplier will not disclose the Information to others and will not use the Information for any purpose other than for the direct benefit of Parker. Supplier will acquire no right in or to such Information. Supplier will promptly return the Information to Parker and discontinue all use of the Information upon expiration or termination of this purchase order or at Parker's written request. Supplier will not disclose to Parker or use in the course and scope of Supplier's performance hereunder any information of other entities that Supplier does not have a lawful right to use or disclose. Supplier will limit access to the Information to only those employees of Supplier having a need to know such Information, and all such employees of Supplier having access to Information will be made aware of and agree to the obligations under this Section 13.

    Any invention, development, or copyrightable subject matter conceived, first reduced to writing, first reduced to practice, or made by Supplier, either solely or with others, in the course of Supplier's performance under this purchase order is hereby assigned to Parker if such invention or development or copyrightable subject matter (i) results from services for Parker, or (ii) is made using Parker's time, materials, facilities, or Information. All such copyrightable subject matter will be a work made for hire. Supplier will disclose such inventions, developments, or copyrightable subject matter promptly to Parker and will cooperate with Parker during and after the term of this purchase order in filing and prosecuting any patent or copyright applications thereon and in evidencing ownership thereof by Parker. Supplier agrees that the payments pursuant to this purchase order are full and complete compensation for all obligations assumed by Supplier hereunder, and the assignment of inventions, developments, or copyrightable subject matter does not entitle Supplier to any additional compensation. The obligations of this Section 13 shall survive the completion of performance and expiration or termination of this purchase order.

14. **SECURITY OF INFORMATION:** Supplier agrees to: (i) develop, implement, maintain, monitor, and update a reasonable, written security program incorporating administrative, technical, organizational and physical safeguards, security measures, and security awareness, and (ii) install and implement security hardware and software, in each case, designed to (A) protect the security, availability, and integrity of Supplier's network, systems, and operations; the goods and services; and Parker Information from unauthorized access and use; (B) guard against security incidents; and (C) satisfy requirements as set forth in a generally accepted cybersecurity framework, such as ISO/IEC 27001 or NIST 800-53 to establish a resilient control environment or equivalent level of security protection appropriate for the information involved and the then current security solutions. Supplier shall notify Parker immediately of any actual or reasonably suspected breach to Supplier's security that could potentially result in, or has resulted in: (i) the loss or unauthorized alteration, disclosure, control, access or use of Information; or (ii) an unauthorized access to Parker's information technology systems, operational technology systems, networks, internet-enabled applications or devices or the data contained within any such systems. Supplier notice to Parker shall provide a full description of the breach, and Supplier shall (i) promptly take all steps reasonably necessary to investigate, mitigate and/or resolve the breach; (ii) share with Parker any information that subsequently becomes available to it which may assist Parker in investigating, mitigating and/or preventing any effects of the breach on the Parker information technology systems or Information; (iii) obtain Parker's consent prior to submitting or sending to third parties any communications, filings, notices, press releases, or any other reports relating to the involvement of Parker information technology systems or Information in the breach; and (v) provide any additional information, take any other additional steps or remedial measures, at Supplier's sole cost, as determined to be reasonably warranted by Parker. Parker shall have the right to audit Supplier or, in Parker's sole discretion, to request Supplier to provide to Parker written proof of Supplier's compliance with this Section 14.

15. TERMINATION: Parker may, upon notice to Supplier, immediately terminate all or any part of any purchase order and agreement (if applicable) if Supplier (i) repudiates, breaches, or threatens to breach any of the terms of the purchase order or agreement; (ii) fails to perform or deliver or threatens not to perform or deliver the goods and/or services in accordance with the purchase order or agreement; (iii) fails to meet Parker's quality requirements and fails to correct the failure immediately following Supplier's receipt of written notice from Parker identifying the failure; (iv) enters or offers to enter into a merger, spin off, sale or exchange of stock or other equity interests that would result in a change in control of Supplier, and/or a transaction that includes a sale of all or a substantial portion of the assets used for the production of the good and/or services pursuant to the purchase order, without the prior written consent of an authorized representative of Parker; (v) fails to remain competitive with respect to quality, technlogy, delivery, service, or pricing; or (vi) fails to provide Parker with adequate assurance of Supplier's ability to timely perform any of Supplier's obligations under the purchase order.

Parker may terminate any purchase order or agreement, if applicable, and Supplier's performance hereunder immediately without incurring liability to Supplier upon: (i) Supplier's insolvency; (ii) filing of a voluntary petition in bankruptcy by Supplier; (iii) filing of an involuntary petition in bankruptcy against Supplier; (iv) appointment of a receiver or trustee for Supplier; or (v) execution or assignment for the benefit of creditors by Supplier; or (vi) any comparable event.

Parker further reserves the right to terminate Supplier's performance under this purchase order and any applicable agreement in whole or in part at any time without cause by giving written notice, whereupon Supplier will cease performance immediately and will take such actions as are necessary to protect property in Supplier's possession in which Parker has an interest. Supplier will promptly advise Parker of any items acquired in anticipation of completion of its performance under this purchase order. Supplier will comply with Parker's instructions regarding the disposition of such items. Supplier will submit all claims resulting from such termination within thirty (30) days of its receipt of such notice. Parker will have the right to inspect Supplier's records, facilities, work, and materials relating to its performance or anticipated performance of the purchase order to establish the value of Supplier's claims. Parker will pay Supplier, without duplication, the purchase order price for finished work accepted by Parker and the cost to Supplier of work in progress and raw materials allocable to the terminated work based on Parker's audit of Supplier's records, using generally accepted accounting principles; however, the amount due to Supplier will be reduced by the following: (i) the market value or cost (whichever is higher) of any items used or disposed of by Supplier without Parker's consent; (ii) the agreed value of any items used or disposed of by Supplier with Parker's consent; and (iii) the cost of any defective or destroyed materials.

Parker will make no payments for finished work, raw material, or other items fabricated or procured by Supplier in excess of the lesser of (i) that ordered; (ii) that for which Parker has issued shipment releases as of the date of the notice of termination released; or (iii) thirty (30) days of supply.

Notwithstanding the foregoing, payments under this Section 15 will not exceed the price for the entire performance specified in this purchase order less payments that would otherwise be made to complete performance hereunder. Payment under this Section 15 will constitute Parker's sole and exclusive liability in the event Parker elects to terminate this purchase order without cause by notice.

16. COMPLIANCE WITH LAWS: Supplier warrants that the goods and/or services supplied hereunder will have been produced or provided in compliance with, and Supplier will comply with, all applicable Laws, including without limitation, those that relate to equal employment opportunity, wages, hours and conditions of employment, discrimination, occupational health/safety, motor vehicle safety, environmental matters, and anti-bribery, including without limitation, the U.S. Foreign Corrupt Practices Act, U.S. Anti-Kickback Act, the U.K. Bribery Act, the Prevention of Corruption Act 1960 of Singapore and the Penal Code 1871 of Singapore. At Parker's request, Supplier will certify in writing its compliance with the Laws. Supplier will indemnify and hold Parker harmless from and against any and all Damages arising from or relating to Supplier's, its employee's, agent's, subcontractor's or sub-supplier's violation of Sections 16, 17 or 18. Supplier agrees that, in addition to Parker's termination rights set forth herein, Parker may immediately terminate all agreements and/or purchase orders in the event of a violation of Sections 16, 17 or 18 by Supplier. Parker will not be required to make any payments to Supplier that might otherwise be due if such payments are related to a transaction in which Supplier has violated Sections 16, 17 or 18. Supplier will, unless prohibited by any applicable Laws, reimburse Parker for any fines or penalties levied against Parker in connection with such violation.

No good supplied hereunder shall contain any mineral that directly or indirectly finances any armed group that has been identified as a perpetrator of human rights abuses, including without limitation those defined as conflict minerals in the rules issued under Section 13(p) of the U.S. Securities Exchange Act of 1934. Supplier must prohibit any form of forced labor, including forced or indentured child labor in the production and supply chain relating to the goods sold to Parker.

The goods and/or services may be subject to certain export, import or foreign trade control laws and regulations including those of the United States and Singapore, such as the U.S. Commerce Department's Export Administration Regulations and the U.S. Treasury Department's Office of Foreign Assets Control Regulations and the Regulations of Imports and Exports Act 1995 of Singapore ("Export Laws"). Supplier agrees to comply with all applicable Export Laws and Arms Export Control Act, 22 U.S.C. 2751-2799, including the International Traffic in Arms Regulation (ITAR), 22 CFR 120-130, including the requirement for obtaining an export license or agreement, if applicable, and notify Parker of any licenses applicable to any goods and/or services. Supplier will prohibit exports, re-exports, transfer (in-country) or disclosure of U.S. origin technology or materials to countries subject to embargos, sanctions or designated as terrorist-supporting by the United States; including entities on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons, the U.S. Commerce Department's Denied Party list, or Entity List (see www.bis.doc.gov for information). Without limiting the foregoing, Supplier agrees that it will not transfer an export-controlled item, data, or service, to include transfer to foreign persons employed by or associated with, or under contract to Supplier or Supplier's lower-tier suppliers, without the authority of the applicable Government export license, agreement, or applicable exemption or exception. If Supplier is

engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnishing defense services, Supplier represents that it is registered with the Office of Defense Trade Controls, as required by the ITAR, and that it maintains an effective export/import compliance program in accordance with the ITAR.

No good supplied hereunder shall contain any iron or steel that originated in Russia or was exported from Russia, or otherwise in any manner contravenes Article 3g (1) (d) of Regulation (EU) No 833/2014 listed in Annex XVII (List of iron and steel products referred to in Article 3g); or the UK Russia (Sanctions) (EU Exit) Regulations 2019, as amended, Chapter 4CA. Supplier further agrees to maintain proof of the country of origin of the iron and steel commodities and intermediate products used for processing goods supplied within Harmonized Tariff Schedule Chapter 72 and 73 hereunder, and to provide such documentation to Parker promptly upon its request.

Supplier will immediately notify Parker in writing if Supplier or any of its subcontractors or sub-suppliers is (i) suspended, debarred, or proposed for suspension or debarment from doing business with the U.S. Government entity or agency, or (ii) listed or is proposed to be listed by the U.S. Government in any "denial orders," as a "blocked person," as a "specially designated national," or as a "specially designated terrorist" for U.S. export administration purposes (collectively, "Debarment"). Any such Debarment will constitute cause for Parker to cancel or terminate this purchase order and any other agreement for cause and without liability to Parker.

Supplier agrees to provide Parker with accurate and timely trade data including commodity classifications, country of manufacture, and international free trade agreement certifications for all goods and services, as applicable and at no additional cost or fee.

International Cargo Security Measures: Supplier agrees to use minimum security criteria requirements for its international shipments to Parker as outlined in the C-TPAT and the Authorized Economic Operator security programs based on the WCO SAFE Framework of Standards:
http://www.wcoomd.org/-/media/wco/public/global/pdf/topics/facilitation/instruments-and-tools/tools/safe-package/safe-framework-of-standards.pdf?la=en

https://www.cbp.gov/border-security/ports-entry/cargo-security/ctpat

17. **ANTI-CORRUPTION COMPLIANCE:** Supplier warrants that:

(a) Supplier has not paid, offered, promised to pay, or authorized, and will not pay, offer, promiseto pay, or authorize the payment directly or indirectly of any monies or anything of value (services, gifts, gratuities, kickbacks, or otherwise) for the purpose of obtaining or rewarding favorable treatment as a supplier to Parker.

(b) Supplier has not paid, offered, promised to pay, or authorized and will not pay, offer, promise to pay, or authorize the payment, directly or indirectly of any monies or anything of value to (1) any person or firm employed by or acting for or on behalf of Parker or any customer of Parker, whether private or governmental, or (2) any government official or employee or any political party or candidate for political office or a political party official, for the purpose of influencing any act or decision or inducing or rewarding any action in order to secure any improper advantage in the conduct of business.

(c) Supplier has not made, and will not make, any improper payments, directly or indirectly, including without limitation facilitation payments, bribes, or kickbacks.

(d) Supplier has established and will maintain an effective business ethics and compliance program and procedures to prevent corruption and insure compliance with all applicable laws and regulations pertaining to corruption and bribery.

(e) (e) Supplier will immediately disclose to Parker in writing all pertinent facts regarding any violation, or alleged violation, of the U.S. Foreign Corrupt Practices Act, U.S. Anti- Kickback Act, the U.K. Bribery Act, the Prevention of Corruption Act 1960 of Singapore and the Penal Code 1871 of Singapore and will cooperate with any investigations.

(f) If this purchase order is for goods and/or services for a U.S. Government contract or subcontract thereunder, Supplier further warrants that no monies or anything of value (services, gifts, gratuities, kickbacks, or otherwise) has been provided to any person or firm in connection therewith, directly or indirectly, whether or not for the purpose of obtaining or retaining business, or to secure an advantage in the conduct of business.

(g) Supplier will include this Section 17, or provisions of equivalent effect, in any lower tier subcontracts under this purchase order.

18. **SUPPLIER CODE OF CONDUCT:** Supplier will comply with the Parker Hannifin Supplier Code of Conduct, which is incorporated by reference here and found on PHConnect / Supplier Qualification System / Sustainability and available at the following link: www.parker.com/scoc

19. **ASSIGNMENT:** The obligations of Supplier under this purchase order may not be assigned or subcontracted in whole or in part nor may any assignment of money due or to become due hereunder be made by Supplier without the prior written consent of Parker. Any prohibited assignment will be null and void for all purposes. A change in control of Supplier of all or substantially all of Supplier's assets, shall constitute an assignment hereunder. Parker may assign the purchase order, and/or any interest therein, to any third party without consent of Supplier.

20. **GOVERNING LAW/JURISDICTION/ARBITRATION:** This purchase order shall be governed and construed in accordance with the laws of Singapore (without giving effect to its conflicts of law principles). The provisions of the United Nations Convention on Contracts

for the International Sale of Goods are hereby excluded. Supplier agrees that any action related to an alleged breach by Parker of this purchase order shall be commenced within one (1) year of the date of the breach, without regard to the date the breach is discovered. Any disagreement, controversy or claim (“Claim”) arising from or in any way related to this purchase order or the goods and/or services procured hereunder shall be submitted to final binding arbitration by giving written notice of such demand to the other Party, and arbitration shall take place in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") for the time being in force, which rules are deemed to be incorporated by reference in this Clause. The seat of the arbitration shall be Singapore. The language of the arbitration shall be English.

21. **SUPPLIER’S CONTINUING OBLIGATION:** Except as provided in Section 4, Supplier may not suspend performance for any reason, including in the event of any Claim between the Parties arising out of, or in connection with, any purchase order. Supplier’s obligation to provide Parker with a continuous, uninterrupted supply of goods and/or services in accordance with the terms of this purchase order will not be excused by such Claim. If Supplier intends to suspend operations for maintenance of its facility, Supplier will give Parker at least 6 months’ notice and will insulate Parker from any supply disruption by maintaining bridge inventory for the entire period of the suspension. In addition, Supplier will, at its expense, take all necessary actions to ensure the supply of goods and/or services to Parker for at least thirty (30) days during any anticipated labor disruption or resulting from the expiration of Supplier’s labor contracts.

22. **MISCELLANEOUS:** Parker's failure to insist upon the performance of any term or condition of this purchase order or to exercise any right hereunder on one or more occasions shall not constitute a waiver or relinquishment of Parker's right to demand future performance of such term or condition or to exercise such right in the future. If any term or portion of this purchase order is held to be invalid or unenforceable under any law, such term or portion shall be deemed reformed or deleted, but only to the extent necessary to comply with such law and the remaining provisions of this purchase order shall remain in full force and effect.

    The headings and/or titles used to describe sections or paragraphs hereof are included for convenience only and will not be deemed to limit, construe, affect or alter the meaning of or otherwise affect the interpretation of the contents of such sections or paragraphs.

    The relationship between Parker and Supplier will be that of independent contracting parties. Nothing contained in this purchase order shall be construed as providing for the sharing of any costs, expenses, risks, or liabilities arising out of the other Party’s activities related to this purchase order. Supplier will not in any manner represent that it or its employees or agents are employees or agents of Parker, and nothing contained in this purchase order shall be construed as authorizing Supplier to create or assume any obligation or liability in the name of Parker or subject Parker to any obligation or liability. This purchase order shall not constitute, create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership, or formal business organization of any kind. Nothing herein shall be construed as providing for the sharing of profit or losses arising out of the efforts of either or both Parties.