

Radiant Industries, Inc.
General Terms and Conditions

1. APPLICABILITY

This purchase order is an offer by Radiant Industries, Inc. ("**Radiant**") for the purchase of the goods specified on the face of this purchase order (the "**Goods**") from the party to whom the purchase order is addressed ("**Seller**") in accordance with and subject to these terms and conditions (the "**Terms**" and, together with the terms and conditions on the face of the purchase order, the "**Order**"). "**Services**" shall mean any services performed by Seller and deliverables related thereto.

This Order, together with any documents incorporated herein 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. These Terms 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 this Order. This Order is not binding on Radiant until Seller accepts the Order in writing. If Seller does not accept the Order in writing within 5 days of Seller's receipt of the Order, this Order will lapse. Radiant may withdraw the Order at any time before it is so accepted by Seller.

2. DELIVERY DATE

Seller shall deliver the Goods or in the quantities and on the date(s) specified by Radiant in this Order or as otherwise agreed in writing by the parties (the "Delivery Date"). If no delivery date is specified, Seller shall deliver the Goods within 30 days of Seller's receipt of the Order. Timely delivery of the Goods is of the essence. If Seller becomes aware of difficulty in delivering the Goods, Seller shall timely notify Radiant, in writing, giving pertinent details. This notification shall not change any delivery schedule. If Seller fails to deliver the Goods in full on the Delivery Date, Radiant may terminate the Order immediately by providing written notice to Seller and Seller shall indemnify Radiant against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the Delivery Date. Radiant has the right to return any Goods delivered prior to the Delivery Date at Seller's expense and Seller shall redeliver such Goods on the Delivery Date.

3. QUANTITY

Radiant is not obligated to any minimum purchase or future purchase obligations under this Order and has no obligation of exclusivity to Seller. If Seller delivers more or less than the quantity of Goods in the Order, Radiant may reject all or any excess Goods and return them to Seller at Seller's risk and expense. If Radiant does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be automatically adjusted on a pro-rata basis.

4. DELIVERY

Goods must be delivered to the address specified in this Order (the "**Delivery Location**") in undamaged condition during Radiant's normal business hours or as otherwise specified by Radiant. Unless Radiant specifies otherwise on the Order, Delivery shall be made DDP (Delivered Duty Paid) Delivery Location, Incoterms® 2020. Seller shall provide shipping documents, including commercial invoice, packing list, air waybill/bill of lading, and any other documents to Radiant as necessary to release the Goods to Radiant within 1 business day after Seller delivers the Goods to the transportation carrier. Notwithstanding anything to the contrary, risk of loss or damage to the Goods shall remain with Seller

delivery of the Goods to the Delivery Location during Radiant's normal business hours. In each shipment, Seller shall provide Radiant, in writing, sufficient advance warning and notice (in addition to including appropriate labels on Goods, containers, and packing) of any hazardous or restricted material that is an ingredient or a part of the shipment, together with such special handling instructions as may be necessary to advise logistics providers, handlers of the Goods and personnel of how to exercise that measure of care and precaution that will comply with applicable laws and prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the Goods, containers, and packing.

5. INSPECTION

Title to Goods shipped under an Order passes to Radiant upon the earliest to occur of delivery to Radiant, payment by Radiant, Radiant's acceptance, or Seller's tender to the carrier. Radiant reserves the right to inspect Goods on or after the Delivery Date. Radiant may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Radiant rejects any portion of the Goods, Radiant has the right, effective upon written notice to Seller, to: (a) rescind the Order in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If Radiant requires replacement, Seller shall, at its expense within 5 business days or fastest possible for custom-made goods, replace the nonconforming Goods and pay for related expenses, including transportation charges for the return of the defective goods and delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Radiant may replace them with goods from a third party, charge Seller the cost thereof, and/or terminate this Order. Any inspection or other action by Radiant under this Section shall not reduce or otherwise affect Seller's obligations under the Order, and Radiant shall have the right to conduct further inspections after Seller has carried out its remedial actions. These Terms apply to any repaired or replacement Goods provided by Seller hereunder.

6. PRICE AND PAYMENT

- a) The price of the Goods is the price stated in the Order (the "**Price**"). If no price is included in the Order, the Price shall be the lowest price charged by Seller to any of its external buyers for similar volumes of similar Goods. If Seller charges any other buyer a lower price, Seller must apply that price to all Goods under this Order. If Seller fails to meet the lower price, Radiant may terminate this Order. The Price includes all packaging, transportation costs to the Delivery Location, insurance, customs duties, fees and applicable taxes, including sales, use and 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 Radiant.
- b) Seller shall issue invoices to Radiant for Goods delivered in accordance with these Terms. Radiant shall pay all properly invoiced amounts due to Seller within 30 days after Radiant's receipt, except for amounts Radiant objects to in good faith. All payments shall be in US dollars, unless otherwise agreed in writing by Radiant. Without prejudice to any other right or remedy, Radiant reserves the right to set off at any time amounts owing to it by Seller against amounts payable by Radiant to Seller.

7. CHANGES

A Radiant authorized representative may at any time, by written notice, and without notice to sureties or assignees, make changes within the general scope of the Order in any or more of the following: (i) drawings, designs, or specifications; (ii) method of shipping or packing; (iii) place of inspection, acceptance, or point of delivery; and (iv) delivery schedule for Goods or Services. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of this Order, Radiant shall make an equitable adjustment in the Order Price and/or delivery schedule and modify

this Order accordingly. Seller must assert its right to an equitable adjustment under this clause within fifteen (15) days from the date of receipt of the written change order from Radiant.

8. WARRANTIES

Seller warrants to Radiant that it is authorized to enter into and perform the obligations under this Agreement in accordance with generally accepted professional standards as outlined in the terms of the Order.

Seller warrants to Radiant that all Goods and / or Services will: (a) be free from any defects in workmanship, material and design; (b) conform to applicable specifications, drawings, designs, samples and other requirements specified by Radiant; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests or other encumbrances; (f) not infringe or misappropriate any third party's patent or other intellectual property rights; and (g) be manufactured and sourced by Seller (including its subcontractors) in accordance with the highest industry standards in compliance with law. These warranties are cumulative and in addition to any other warranty provided by law or equity, and shall survive any delivery, inspection, acceptance or payment of or for the Goods or Services by Radiant. Any applicable statute of limitations runs from the date of Radiant's discovery of the noncompliance of the Goods or Services with the foregoing warranties. Upon Radiant's notice to Seller of noncompliance with this Section, Seller shall, at its own cost and expense within 30 days, replace or repair the defective or nonconforming Goods or Services and pay for all related expenses, including transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods or Services to Radiant.

Without limiting Seller's liability or obligations, Seller shall at all times maintain and carry insurance at its own expense including commercial general liability (including product liability) coverage in a sum no less than \$5,000,000 with financially sound and reputable insurers.

Both parties warrant that they will comply with all applicable laws, rules and regulations.

9. INDEMNIFICATION

Seller shall defend, indemnify and hold harmless Radiant, its affiliates, successors or assigns and their respective directors, officers, shareholders, employees, and customers (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, the cost of enforcement hereunder, and the costs of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with the Goods or Seller's infringement, negligence, willful misconduct, violation of law, or breach of Order in the course of performing Services under this Agreement. Any settlement shall require Radiant's prior written consent.

10. COMPLIANCE WITH LAW

Seller represents, warrants, and agrees that it is now and shall remain at all times in compliance with all applicable laws, regulations, executive orders, and ordinances (including ITAR, EAR, Arms Export Control Act, OFAC, etc.). 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. Seller shall comply with all export and import laws of every country involved in the sale of Goods under this Order. Seller assumes full responsibility for shipments of Goods requiring any government import clearance.

Radiant may terminate this Order if any government authority imposes antidumping duties, countervailing duties or any retaliatory duties on the Goods. Seller shall not make any changes with respect to the Goods or Services or scope of this Order without Radiant's prior written approval, including (i) the location(s) in which Goods are manufactured or sourced, (ii) any subcontractors, and (iii) the manufacturing or sourcing process, including the composition, fit, form, function or appearance of Goods or the chemicals, raw materials, components or ingredients used in their production.

Seller agrees to promptly notify Radiant of any possible change to the Goods that may reduce costs, improve quality, or otherwise be beneficial to Radiant.

11. CONFIDENTIAL INFORMATION

All non-public information relating to Radiant, the Goods, the Services, or any Order, including specifications, samples, patterns, designs, ingredients, plans, drawings, documents, software/hardware, data, business operations, molds, tooling, customer lists, intellectual property, pricing, development projects, marketing plans, trade secrets, or trade knowledge (in each case, whether oral or written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential") is confidential, solely for the use of performing the Order and may not be disclosed, copied, or used by Seller for any other purpose than performance of obligations to Radiant under the Order(s). Within 3 days' of Radiant's request, Seller shall return to Radiant all Confidential Information. Radiant shall be entitled to injunctive relief for any violation of this Section.

12. OWNERSHIP

All intellectual property rights developed with respect to, or for incorporation into, the Goods or Services, whether developed by Seller and Radiant jointly or each alone in connection with this Order shall be owned exclusively by Radiant. Seller assigns (and shall cause any employee, consultant, or contractor of Seller to assign) to Radiant any and all right, title, and interest in and to such intellectual property rights (including related rights to patents, copyrights, trademarks, or trade secrets) that Seller may have. Any copyrightable works or works of authorship (including computer programs, technical specifications, documentation, and manuals) are "works made for hire" for Radiant, including under the US Copyright Act.

Radiant reserves the right, but not the obligation, to assume physical possession of all undelivered work done for the Order, including but not limited to purchased tooling and unfinished hardware produced during product development. As requested by Radiant, Seller will (a) ensure it is able to deliver to Radiant a sufficient inventory bank of Goods such that any transition by Radiant to a new seller/supplier will proceed smoothly and without interruption to Radiant's sale of Goods; (b) provide to Radiant the related information and documents about Seller's manufacturing process, including on-site inspections, bill-of-material data, detail of tooling/process, ingredient list, and samples; (c) assign to Radiant or its designated seller the related supply contracts or orders for raw materials or components of the Goods; and (d) deliver to Radiant, at no more than Seller's actual cost, all finished and work-in-process Goods (if unfinished, accompanied by the raw-materials inventory, related hardware/software, etc.). Any disposal of unfinished hardware without Radiant's consent may result in a violation of the Confidential Information Section of this Order.

13. TERMINATION

- a) Radiant may terminate this Order, in whole or in part, at any time with or without cause for undelivered Goods or Services on 30 days' prior written notice to Seller. In addition to any remedies that may be provided under these Terms, Radiant may terminate this Order with immediate effect

upon written notice to the Seller, either before or after the acceptance of the Goods or Services, if Seller (i) has not performed or complied with any Order, in whole or in part (including Seller's failure to provide progress reports or other Radiant-requested assurance confirming timely delivery); (ii) fails to make progress so as to endanger performance of the Order; (iii) violates the terms of Section 11, CONFIDENTIAL INFORMATION with respect to use of Radiant's confidential information; or (iv) becomes insolvent, 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.

- b) In the event of such termination, Seller shall immediately stop all Work hereunder and cease delivery of any Goods or Services on the effective date of such termination and shall immediately cause any and all of its suppliers and subcontractors to cease Work related to this Order. For clarity, termination under this Order shall not impact any other contract between the parties. Seller shall continue all Work not terminated.
- c) Seller's sole and exclusive remedy is payment for the Goods or Services received and accepted by Radiant prior to termination. In no event shall Radiant be liable for lost or anticipated profits, or unabsorbed indirect costs or overhead, or for any sum in excess of the total Order Price. Upon the occurrence of any event described in these Terms to allow termination, Radiant may, at its election and in combination with any of its other rights or remedies under these Terms or applicable law, immediately suspend (and/or require Seller to also suspend) performance under all or any part of an Order, and such shall be without any liability of Radiant. Provisions of this Order which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order, including Sections 5, 8, 9, 11, 12, 13, and 17.

14. 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. Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations. 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.

15. 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 to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Order shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies under this Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise. If any term or provision of this Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.

16. SEVERABILITY

Each clause, paragraph, and subparagraph of the Order is severable, and if one or more of them are declared invalid, the remaining provisions of this Contract will remain in full force and effect.

17. GOVERNING LAW, JURISDICTION

All matters arising out of or relating to this Order shall be governed by and construed in accordance with the internal laws of the State of California, USA without giving effect to any choice or conflict of law provision or rule (whether of the State of California, USA or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Order shall be instituted in the federal or state courts of Los Angeles, California, USA, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

18. NOTICES

Notices required hereunder shall be in writing and delivered to a party's address specified on the face of this Order or to such other address that may be designated by the receiving party in writing. Notice shall be deemed effectively given upon the earlier of actual receipt or (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt.

The words "include," "includes" and "including" is deemed to be followed by the words "without limitation", and the word "or" is not exclusive. The headings in this Agreement are for reference only and do not affect the interpretation of the Terms or Order.

19. RECORDS AND AUDIT

Seller will keep accurate accounts and time records detailing all associated costs and charges incurred in accordance with GAAP principals and practices. Such accounts and records shall be made available in to the Client at request and reviewed by an authorized Client representative, if reasonably requested in writing by Client. Seller shall preserve and make available for audit, such accounts and records for five years after completion of the Services.

20. PUBLIC ANNOUNCEMENTS

Both the Client and Seller must approve any disclosure of information concerning the Seller's work under the Order in any marketing, promotional, publication materials.