



GENERAL PROCUREMENT TERMS AND CONDITIONS (GPTC)
SPECK INDUSTRIES LP
400 Meadow Lane, Carlstadt, NJ 07072

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1. APPLICATION SCOPE; FORM; ORDER OF PRECEDENCE; DEFINITIONS

1.1 Scope and Applicability.

These General Procurement Terms and Conditions ("GPTC") apply to all purchase orders, releases, schedules, statements of work, or other procurement documents issued by Buyer (each an "Order") and to all related contracts for the purchase and/or delivery of movable goods ("Goods") and any associated services (including design, engineering, installation, documentation, software/firmware, updates, training, or other deliverables) provided by Seller (collectively, "Services"). Buyer and Seller are referred to individually as a "Party" and collectively as the "Parties."

1.2 Acceptance Limited to These GPTC (Battle of Forms).

Buyer's Order is expressly conditioned on Seller's acceptance of these GPTC. Any terms proposed by Seller (including in quotations, acknowledgments, invoices, packing slips, portals, websites, shrink-wrap/click-wrap terms, or other writings) that are different from or additional to these GPTC are rejected and shall have no force or effect unless Buyer expressly agrees to such terms in a written instrument signed by Buyer.

Administrative or logistical information provided by Seller that does not change price, delivery dates, quality requirements, warranties, risk of loss, liability allocation, dispute resolution, or other material commercial terms (e.g., shipment tracking data or remittance instructions) is non-binding information only and does not modify the contract unless Buyer confirms acceptance in writing.

1.2.1 Contract-by-Conduct Fallback (UCC §2-207 Protection).

If, notwithstanding Section 1.2, a court or tribunal determines that a contract is formed by the Parties' conduct or performance (including under UCC §2-207(3)), then to the maximum extent permitted by law:

- (a) these GPTC govern as the controlling terms of the Parties' agreement;
- (b) any Seller terms purporting to (i) disclaim/limit warranties, (ii) limit remedies or liability, (iii) exclude consequential or other damages, (iv) shorten limitation periods or impose special notice/claim deadlines, (v) alter risk of loss/title, (vi) impose arbitration or change venue/jurisdiction, or (vii) restrict setoff/withholding, are deemed material alterations and are rejected and void unless Buyer expressly agrees in a writing signed by Buyer; and
- (c) any gap-fillers apply only to the extent they do not conflict with these GPTC and Buyer's Order.

1.3 Acceptance by Performance.

Seller's written acceptance, commencement of performance, shipment, delivery, or invoicing constitutes Seller's acceptance of the Order and these GPTC.

1.4 No Acceptance by Silence.

Buyer's silence, payment, acceptance of delivery, or continued dealings does not constitute acceptance of Seller's terms or a waiver of Buyer's rights.



1.5 Order of Precedence.

In the event of conflict, the following order of precedence applies (highest first):

- (a) a separately executed written agreement signed by both Parties that expressly supersedes these GPTC (e.g., master supply agreement, quality agreement);
- (b) Buyer's Order (including drawings/specifications incorporated by reference);
- (c) these GPTC.

1.6 Writing; Electronic Records.

"Written" or "in writing" includes signed writings, email, EDI, and commercially reasonable electronic methods creating a retrievable record. Oral statements do not modify the contract. Electronic signatures have the same legal effect as originals.

1.7 Modifications; Waiver.

No modification, amendment, or waiver is effective unless in a writing signed by Buyer. A waiver applies only to the specific instance stated and does not operate as a continuing waiver.

1.8 Severability.

If any provision is held unenforceable, it shall be enforced to the maximum extent permitted by law and the remaining provisions remain in effect.

1.9 Definitions.

"Affiliate" means any entity controlling, controlled by, or under common control with a Party.

"Business Day" means Monday through Friday, excluding U.S. federal holidays observed in the State of New Jersey.

"Buyer" means Speck Industries LP and its Affiliates, as applicable.

"Buyer-Furnished Property" or "BFP" means any property, tooling, fixtures, gauges, patterns, dies, molds, jigs, special equipment, materials, software, firmware, documentation, specifications, drawings, or other items provided by Buyer (or paid for by Buyer) for use in performance.

"Buyer IP" means all intellectual property owned or controlled by Buyer, including trademarks, patents, copyrights, trade secrets, know-how, designs, and proprietary information.

"Buyer-Unique Product" means any Good, component, tool, design, drawing, specification, software, firmware, process, or deliverable that is (i) developed for Buyer, (ii) proprietary to Buyer, (iii) manufactured to Buyer's drawings/specifications, (iv) made using BFP, or (v) otherwise designated in writing by Buyer as buyer-unique, restricted, confidential, or exclusive.

"Confidential Information" has the meaning in Section 6.1.

"Customer Terms" means any terms, requirements, quality manuals, OEM/customer flow-down clauses, or other obligations applicable to Buyer under a contract between Buyer (or Buyer's Affiliate) and an end customer, to the extent relevant to Seller's performance and provided or made available to Seller.

"EOP" means end of production for a program, product, model, or part number.

"Goods" and "Services" have the meanings in Section 1.1.

"Order" has the meaning in Section 1.1.

"Seller" means the supplier identified on the Order, including its employees, agents, subcontractors, and sub-tier suppliers involved in performance.

"Service Parts" means replacement parts, spare parts, aftermarket parts, repair parts, or other parts needed to service, maintain, repair, or support Goods (including assemblies/subassemblies) after delivery and/or after EOP.

1.10 Headings.

Headings are for convenience only and do not affect interpretation.

2. CONTRACT FORMATION; ORDER ACCEPTANCE

2.1 Acknowledgment.

Seller shall acknowledge each Order in writing within two (2) Business Days of receipt and confirm price, quantity, and delivery dates. Any acknowledgment containing additional or different terms is rejected and ineffective under Section 1.2.

2.2 No Minimum Commitment.

Unless expressly stated in Buyer's Order or a signed written agreement, Buyer makes no commitment to purchase minimum quantities or to issue future Orders.

2.3 Incorporated Documents.

Buyer may incorporate by reference drawings, specifications, standards, inspection plans, quality requirements, and other technical documents. Seller shall comply with all incorporated documents. Conflicts are resolved by Section 1.5.

2.4 Firm Offer; Reliance.



Quotes or proposals from Seller, once accepted by Buyer, are firm and binding and include all assumptions, exclusions, and qualifications unless Buyer expressly agrees otherwise in writing.

3. DELIVERY TIME; DELAYS; LIQUIDATED DAMAGES; EXPEDITING

3.1 Time is of the Essence.

Time is of the essence for delivery of Goods and performance of Services.

3.2 Delivery Schedule; No Early Shipments.

Seller shall deliver strictly in accordance with the delivery dates and quantities stated in the Order. Early shipments require Buyer's prior written approval. Buyer may reject early deliveries or store them at Seller's cost and risk.

3.3 Notice of Delay.

Seller shall immediately notify Buyer in writing of any actual or potential delay, including cause, anticipated duration, and corrective action plan.

3.4 Liquidated Damages (Enhanced Default).

If delivery is late, Buyer may assess liquidated damages ("LD") as stated in the Order. If the Order does not specify LD, Seller agrees Buyer may assess LD equal to one percent (1%) of the total price of the late portion of the Goods/Services per calendar week (or part thereof) of delay, capped at ten percent (10%) of the total price of the late portion.

The Parties agree LD are a reasonable pre-estimate of Buyer's damages for late delivery and are not a penalty. LD are in addition to Buyer's other rights and remedies; however, Buyer shall not recover duplicate delay damages to the extent the same delay harm is compensated by LD. Buyer may recover other losses not duplicated by LD, including cover costs, expediting/premium freight, line-down costs, and third-party/customer claims attributable to Seller's delay.

3.5 Expediting; Premium Freight.

If Seller's delay or anticipated delay requires expediting, Seller shall bear all expediting costs (including premium freight) unless Buyer expressly agrees otherwise in writing.

3.6 Shipment Documentation.

Seller shall provide packing lists, certificates, and other required documentation with each shipment as specified by Buyer and/or the Order.

4. PERFORMANCE; DELIVERY; RISK OF LOSS; TITLE; ACCEPTANCE; CHANGES

4.1 Packaging; Labeling.

Seller shall package Goods to prevent damage and deterioration and comply with applicable laws and carrier requirements. All packages shall be labeled with Buyer's Order number, part number, quantity, and handling instructions.

4.2 Shipping Terms; Incoterms.

Unless otherwise stated in the Order, delivery shall be DPU (Delivered at Place Unloaded) Buyer's designated location, Incoterms® 2020. If Buyer specifically agrees to DDP in the Order, Seller shall be responsible for customs clearance and payment of duties/taxes, except as prohibited by law.

4.3 Risk of Loss.

Risk of loss remains with Seller until Goods are delivered, unloaded, and accepted at Buyer's designated location, regardless of title passage or carrier selection.

4.4 Title.

Title to Goods transfers to Buyer upon delivery and unloading at Buyer's designated location unless otherwise stated in the Order. Title to BFP remains with Buyer at all times.

4.5 Documentation.

Seller shall provide all documentation required by Buyer or applicable law, including certificates of conformity, test reports, material certifications, safety data sheets (if applicable), and any export/import documentation.

4.6 Inspection; Acceptance (Clarified Non-Waiver).

Buyer may inspect Goods at any time and place, including at Seller's premises and upon receipt. Payment does not constitute acceptance.

Buyer may perform incoming inspection, testing, qualification, trial use, installation, or incorporation into Buyer's products to avoid production disruption; such activities do not constitute acceptance and do not waive any rights or remedies.

Acceptance occurs only after Buyer's inspection and written acceptance or continued use in normal production after a reasonable inspection period, whichever occurs later; provided Buyer's continued use shall not limit Buyer's rights regarding latent defects, nonconformity, fraud, or Seller's warranty/indemnity obligations.



Buyer may reject nonconforming Goods at any time, including after acceptance if latent defects are discovered or if nonconformity could not reasonably have been discovered earlier.

4.7 Nonconforming Goods.

Buyer may return, hold, rework, repair, scrap, or otherwise dispose of nonconforming Goods at Seller's expense and risk. Seller shall promptly replace nonconforming Goods or refund as directed by Buyer.

4.8 BFP Protection.

Seller shall maintain BFP in good condition, clearly marked as Buyer's property, insured, and segregated. Seller shall not pledge, encumber, or permit liens on BFP.

4.9 No Changes Without Approval.

Seller shall not change materials, components, suppliers/subsuppliers, manufacturing location, processes, tooling, specifications, or critical characteristics without Buyer's prior written approval.

4.10 Buyer-Directed Changes (Enhanced Buyer Control).

Buyer may at any time, by written notice, direct changes to Goods and/or Services, including changes to design, drawings, specifications, materials, packaging, testing, inspection, routing, delivery, quantities, or schedules ("Required Changes").

Seller shall promptly implement Required Changes and continue performance without interruption. Seller may request an equitable adjustment for demonstrable, direct incremental costs and/or schedule impacts caused solely by the Required Change; no adjustment is effective unless expressly approved in advance in a writing signed by Buyer with itemized support.

Seller shall not delay implementation of a Required Change pending negotiation of any adjustment.

4.11 Safety; Site Rules.

If Services are performed on Buyer premises, Seller shall comply with Buyer's safety rules and applicable laws and shall ensure its personnel are qualified and properly supervised.

5. PRICES; TAXES; INVOICING; PAYMENT; SETOFF

5.1 Prices.

Prices are firm and include all costs, including packaging, labeling, documentation, and delivery per the Order unless expressly stated otherwise.

5.2 Most Favored Pricing.

Seller warrants that prices are no less favorable than those offered to Seller's other customers for comparable quantities and terms.

5.3 Taxes.

Seller is responsible for all taxes, duties, and charges imposed on Seller, except sales/use taxes Buyer is legally required to pay, if any, and if properly stated on the invoice.

5.4 Invoices.

Invoices must reference Buyer's Order number and include accurate quantities, unit prices, and supporting documentation required by Buyer.

5.5 Payment Terms.

Unless otherwise stated in the Order, payment is net sixty (60) days from the later of (a) receipt of a correct invoice or (b) receipt and acceptance of Goods/Services. Buyer may withhold payment for disputed amounts without penalty.

5.6 Setoff.

Buyer may set off or recoup any amounts owed by Seller to Buyer (or Buyer's Affiliates) against amounts payable to Seller, whether arising under the Order, these GPTC, or otherwise.

5.7 No Lien Rights Against Buyer.

Seller shall not assert, and shall cause its subcontractors and suppliers not to assert, any mechanic's lien or similar lien against Buyer's property. Seller shall promptly bond off or discharge any such lien at its expense.

6. CONFIDENTIALITY; BFP; IP; EXCLUSIVITY; CYBERSECURITY; AI/ML; TRACEABILITY; CRYPTOGRAPHIC AGILITY

6.1 Confidential Information.

"Confidential Information" includes all non-public information disclosed by Buyer or Buyer's Affiliates, including technical, commercial, and business information, drawings, specifications, pricing, customer information, BFP, and any information derived from or reflecting such information.



6.2 Confidentiality Obligations.

Seller shall keep Confidential Information strictly confidential, use it only to perform under the Order, and restrict disclosure to those with a need to know who are bound by confidentiality obligations at least as protective as these GPTC.

6.3 Return/Destruction.

Upon Buyer's request or upon termination/expiration, Seller shall promptly return or destroy all Confidential Information and certify destruction.

6.4 Intellectual Property.

Unless otherwise agreed in writing:

(a) Buyer retains all rights in Buyer IP and BFP.

(b) Seller retains its pre-existing IP ("Seller Background IP") but grants Buyer a perpetual, worldwide, royalty-free, irrevocable license to use Seller Background IP as necessary to use, repair, and support the Goods/Services.

(c) Work product, inventions, designs, software, firmware, documentation, and other deliverables created specifically for Buyer ("Deliverables") are "work made for hire" to the maximum extent permitted and otherwise assigned to Buyer.

6.5 Buyer-Unique Product Exclusivity.

Seller shall not, directly or indirectly, manufacture, sell, offer to sell, supply, license, or otherwise provide any Buyer-Unique Product (or any substantially similar product derived from Buyer-Unique Product, Buyer IP, Confidential Information, or BFP) to any third party at any time, without Buyer's prior written consent signed by Buyer.

Seller shall not use Buyer's name, trademarks, or references to Buyer's projects for marketing or publicity without Buyer's prior written consent.

6.6 No Liens; Clear Title.

Seller shall deliver Goods free and clear of all liens, security interests, encumbrances, and claims.

6.7 Cybersecurity for Buyer Information.

Seller shall implement and maintain commercially reasonable administrative, technical, and physical safeguards to protect Confidential Information, including against unauthorized access, malware, ransomware, and data exfiltration. Seller shall notify Buyer without undue delay (and in any event within forty-eight (48) hours) of any actual or suspected security incident that may affect Buyer or Buyer's data and shall cooperate with Buyer's investigation and remediation.

6.8 No AI/ML Training Using Buyer Data (Enhanced; With Purge + Injunctive Relief; Buyer-Controlled Carve-In).

Seller shall not use any Confidential Information, BFP, Buyer-Unique Product data, drawings, specifications, communications, Order metadata, or other information received from or generated for Buyer to train, fine-tune, validate, evaluate, or improve any artificial intelligence or machine-learning model (including any third-party model or service) without Buyer's prior written consent signed by Buyer.

Seller shall implement controls reasonably designed to prevent such use and shall flow down this restriction to all subcontractors, sub-tier suppliers, service providers, and agents who may access Buyer information.

Upon Buyer's request (or upon any suspected or actual breach of this Section 6.8), Seller shall, within five (5) Business Days: (a) provide Buyer a written certification of compliance with this Section 6.8; (b) identify the systems, tools, and third-party services used to process Buyer information; and (c) certify that Buyer information has not been used for prohibited AI/ML purposes.

If any Buyer information has been used or ingested in violation of this Section 6.8, Seller shall (i) immediately cease such use, (ii) promptly purge and permanently delete Buyer information from any training datasets, embeddings, vector databases, caches, logs, prompts, fine-tuning corpora, and derived artifacts (to the extent technically feasible), (iii) cause its subcontractors, sub-tier suppliers, and service providers to do the same, and (iv) provide Buyer written certification of such purge/deletion and remediation steps taken.

Seller acknowledges that any breach of this Section 6.8 may cause irreparable harm for which monetary damages may be inadequate, and Buyer is entitled to seek injunctive and equitable relief without posting bond to the maximum extent permitted by law, in addition to all other rights and remedies.

For clarity, Buyer may, in its sole discretion, authorize specific AI/ML tools and use cases in a writing signed by Buyer, and may impose conditions including data residency, retention limits, human review requirements, and strict prohibitions on model training, reuse, and disclosure. No authorization is implied by Buyer's knowledge of Seller's tools or processes.

6.9 Traceability; Technology Readiness; Cryptographic Agility (Enhanced).

6.9.1 Traceability Support.

Upon Buyer's request, Seller shall support Buyer's traceability and provenance requirements for Goods, materials, subcomponents, and sub-tier sources, including lot/batch traceability, serialization, certificates, test data, and chain-of-custody information in a commercially reasonable format and timeframe designated by Buyer.

If Buyer deploys traceability technology solutions (including tamper-evident logging, secure serialization, or distributed ledger traceability), Seller shall reasonably cooperate with Buyer's implementation and data exchange requirements, subject to confidentiality and information-security safeguards.

6.9.2 Cryptographic Agility.

Seller shall maintain cryptographic and information-security controls consistent with recognized industry standards and shall update such controls as standards and threats evolve, including to address material advances in computing capabilities.



Seller shall not reduce cryptographic protections below commercially reasonable levels for systems processing Buyer Confidential Information and shall implement Buyer-required security controls where stated in an Order or otherwise agreed in writing.

7. DEFECTS; WARRANTIES; INSPECTION; REMEDIES; SERVICE PARTS; OBSOLESCENCE

7.1 Warranty Period.

Seller warrants that all Goods and Services will be free from defects in design (if applicable), materials, workmanship, and manufacture; will conform to specifications, drawings, samples, and all applicable requirements; and will be fit for Buyer's intended purpose, for thirty-six (36) months from the later of (a) Buyer's written acceptance or (b) first placement into service or incorporation into Buyer's products, unless a longer period is required by law, Customer Terms, or specified in the Order.

7.2 Compliance Warranties.

Seller warrants compliance with all applicable laws and regulations, including safety, environmental, labor, and trade compliance requirements.

7.3 No Disclaimer.

Any attempt by Seller to disclaim warranties or limit remedies is rejected and void unless expressly agreed in a writing signed by Buyer.

7.4 Inspection Rights.

Buyer may inspect and test at Seller's premises and/or after delivery. Buyer may audit Seller's quality systems and records.

7.5 Remedies.

If Goods/Services are nonconforming or defective, Buyer may, at its option: (a) require repair or replacement; (b) require re-performance of Services; (c) return Goods for refund; (d) source from alternate suppliers at Seller's cost; and/or (e) recover all costs and damages, including recall, field service, and customer claims.

7.6 Response and Cure Timeline.

Seller shall respond within two (2) Business Days with containment and corrective action. Seller shall permanently cure within fifteen (15) Business Days unless Buyer agrees otherwise in writing.

7.7 Self-Help.

If Seller fails to timely cure, Buyer may perform or procure corrective actions and charge Seller all related costs.

7.8 Service Parts; End-of-Life Support; Last-Time Buy.

For Goods that are components or parts used in Buyer's products, programs, systems, or customer deliveries, Seller shall:

(a) continue to manufacture and supply Service Parts for a minimum of twenty (20) years after EOP, or longer if required by Customer Terms, law, or the Order;

(b) price Service Parts at the same unit prices (and on the same commercial terms) applicable during standard production unless Buyer agrees otherwise in writing; and

(c) maintain necessary tooling, BFP, drawings, and process capability to support Service Parts.

If Seller intends to discontinue a Good, a material, a component, a process, or a manufacturing site in a way that may affect supply, Seller shall provide at least twelve (12) months' prior written notice and shall offer Buyer a last-time buy sufficient to cover Buyer's forecasted needs.

If Seller is unwilling or unable to support Service Parts, Seller shall, at Buyer's direction, transfer to Buyer (or Buyer's designee) all BFP, tooling, drawings, specifications, process documentation, inspection methods, and other information reasonably necessary to enable continued manufacture and support, without additional charge beyond documented, reasonable transfer costs approved by Buyer in writing.

7.9 Obsolescence; Supply Continuity.

Seller shall proactively manage obsolescence risk and shall promptly notify Buyer in writing of any known or reasonably anticipated obsolescence, allocation, capacity constraint, sub-tier disruption, or other event that may affect supply continuity.

Seller shall, at its expense, implement commercially reasonable mitigation, including alternate sourcing, redesign support, inventory buffering, or process changes, subject to Buyer's prior written approval for any substitutions or changes under Section 4.9.

8. RECOURSE AGAINST SUPPLIERS; CUSTOMER TERMS; FLOW-DOWN; CONFLICT RESOLUTION

8.1 Customer Claims; Cooperation.

If Buyer or Buyer's customer asserts a claim relating to Goods/Services, Seller shall fully cooperate, provide requested information, and take corrective actions.

8.2 Pass-Through.



Seller shall honor and accept pass-through remedies and obligations to the extent attributable to Seller's nonconformance, including recall, field actions, and warranty returns.

8.3 Customer Terms Flow-Down; Conflict Resolution.

To the extent applicable and disclosed/made available to Seller, Seller shall comply with Customer Terms that relate to the Goods/Services and Seller's performance.

If there is any conflict between Customer Terms and these GPTC and/or the Order, Buyer may, by written notice, designate which provision(s) control as necessary to enable Buyer's compliance with its customer obligations. Seller shall comply with Buyer's designation without delay and without asserting a breach, unless such compliance would violate applicable law.

9. INDEMNITY; PRODUCT LIABILITY; INSURANCE; ENFORCEMENT COSTS

9.1 Indemnity.

Seller shall defend, indemnify, and hold harmless Buyer, its Affiliates, and their officers, directors, employees, agents, and customers from and against any and all claims, damages, losses, liabilities, penalties, fines, costs, and expenses (including attorneys' fees) arising out of or relating to: (a) nonconforming or defective Goods/Services; (b) Seller's breach; (c) negligence or willful misconduct; (d) violation of law; (e) IP infringement; or (f) bodily injury, death, or property damage caused by Goods/Services.

9.2 Product Liability.

Seller's indemnity includes product liability claims and shall apply regardless of whether Buyer is alleged to be negligent, except to the extent prohibited by law.

9.3 Insurance.

Seller shall maintain, at its own expense, insurance with reputable insurers, including:

- (a) Commercial General Liability (including products/completed operations) not less than \$5,000,000 per occurrence and \$5,000,000 aggregate;
- (b) Automobile Liability not less than \$1,000,000 combined single limit;
- (c) Workers' Compensation as required by law and Employers' Liability not less than \$1,000,000;
- (d) Umbrella/Excess Liability not less than \$5,000,000;
- (e) Cyber Liability (if Seller accesses Buyer systems or handles Buyer Confidential Information) not less than \$2,000,000.

Upon request, Seller shall provide certificates of insurance naming Buyer as an additional insured (where applicable) and providing waiver of subrogation.

9.4 Enforcement Costs.

Seller shall reimburse Buyer for all costs of enforcement, including reasonable attorneys' fees, incurred due to Seller's breach or nonconformance.

10. EXPORT CONTROL; TRADE COMPLIANCE

10.1 Compliance.

Seller shall comply with all applicable export, import, customs, sanctions, and trade laws, including U.S. export control laws (EAR/ITAR) and OFAC sanctions.

10.2 Documentation.

Seller shall provide accurate HS codes, country of origin, ECCN (if applicable), and any other trade data required by Buyer.

10.3 Indemnity.

Seller shall indemnify Buyer for any losses arising from Seller's noncompliance with trade laws or inaccurate documentation.

11. STATUTE OF LIMITATIONS; ACCRUAL; NON-WAIVABLE RIGHTS

11.1 UCC Claims (UCC-Safe Buyer-Max).

To the extent UCC §2-725 applies to the sale of Goods, any action for breach of a contract for sale must be commenced within four (4) years after the cause of action accrues, unless the law permits a longer non-waivable period.

11.2 Future Performance; Accrual on Discovery.

Seller agrees that, to the maximum extent permitted by applicable law, the warranties in these GPTC and any Order are warranties of future performance, and a cause of action for breach of such warranty accrues when Buyer discovers or should have discovered the breach.

11.3 Other Claims; Non-Waivable Rights.



Nothing in these GPTC limits Buyer's rights under any longer statutory period that cannot be waived or limited by contract, or Buyer's rights for claims not governed by UCC §2-725 to the extent a longer limitations period applies under governing law.

12. FORCE MAJEURE

12.1 Definition.

Force majeure means an event beyond the reasonable control of a Party that prevents performance despite diligent efforts, such as natural disasters (e.g., flood, hurricane, earthquake), fire, war, terrorism, riot, governmental embargoes or orders, or declared public health emergencies/pandemics.

Force majeure excludes: lack of funds; labor disputes; changes in market conditions; Seller's subcontractor or supplier nonperformance (unless also a force majeure event and unavoidable despite commercially reasonable mitigation); and supply chain issues that could have been mitigated through reasonable sourcing, safety stock, capacity planning, or alternate transportation.

A cyberattack, ransomware event, data breach, or other cybersecurity incident affecting Seller shall not constitute force majeure to the extent caused by or exacerbated by Seller's failure to maintain the safeguards required by Section 6.7 or commercially reasonable security controls.

12.2 Notice and Mitigation.

The affected Party shall promptly notify the other Party and shall use diligent efforts to mitigate and resume performance.

12.3 Allocation; Source Alternatives.

Seller shall use best efforts to secure alternate sources and allocate supply to Buyer as a priority customer.

12.4 Termination.

If force majeure continues for more than thirty (30) days, Buyer may terminate without liability.

13. GOVERNING LAW; JURISDICTION; EQUITABLE RELIEF; CISG EXCLUSION

13.1 Governing Law.

These GPTC and any Order are governed by the laws of the State of New Jersey, excluding conflict-of-law rules and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

13.2 Jurisdiction; Venue.

Exclusive jurisdiction and venue shall be in the state or federal courts located in New Jersey. Seller irrevocably submits to such jurisdiction.

13.3 Equitable Relief.

Buyer may seek injunctive or equitable relief for breach of confidentiality, IP, cybersecurity, or other irreparable harm, without posting bond to the maximum extent permitted by law.

14. COMPLIANCE; ASSIGNMENT/SUBCONTRACTING; AUDIT/RECORDS; FINANCIAL ACCESS; TERMINATION FOR CONVENIENCE; IP INFRINGEMENT PROCEDURE; LIMITATION OF LIABILITY

14.1 Compliance.

Seller shall comply with all applicable laws and Buyer policies disclosed to Seller, including anti-corruption, anti-bribery, and ethical sourcing requirements.

14.2 Assignment; Subcontracting; Flow-Down (Enhanced).

Seller shall not assign, delegate, or subcontract any portion of performance without Buyer's prior written consent. Seller remains fully responsible for the acts and omissions of its subcontractors and sub-tier suppliers.

Seller shall flow down all obligations applicable to Seller under these GPTC and any Order (including without limitation quality, confidentiality, cybersecurity, warranty, service parts, obsolescence, compliance, audit/records, and AI/ML restrictions) to any subcontractor, sub-tier supplier, or service provider involved in performance, and shall ensure such parties comply as if Seller itself were performing.

Upon Buyer's request, Seller shall provide written certification that such flow-down obligations have been implemented and maintained, and shall provide reasonable supporting evidence (including contractual flow-down language excerpts). Seller may redact pricing and other sensitive commercial terms not reasonably necessary to verify flow-down compliance, provided such redactions do not obscure or eliminate the relevant flow-down obligations. All evidence provided is subject to confidentiality obligations at least as protective as these GPTC.

14.3 Termination for Convenience.



Buyer may terminate any Order, in whole or in part, for convenience upon written notice. Seller shall stop work as directed and shall be paid only for conforming Goods delivered and accepted and for Services performed and accepted through the effective date, excluding lost profits and excluding unamortized overhead unless Buyer expressly agrees otherwise in writing.

14.4 Audit; Records.

Seller shall maintain complete and accurate records relating to performance under these GPTC and the Order for at least seven (7) years and shall provide Buyer access for audit upon reasonable notice during normal business hours.

14.4.1 Financial & Business Records; Early Warning (Enhanced).

In addition to Section 14.4, Seller shall, upon reasonable notice, provide Buyer access to financial and business records reasonably necessary to assess Seller's ability to perform under the Order and these GPTC, including records relating to capacity, continuity, and stability, subject to confidentiality protections.

Seller shall promptly notify Buyer of any event that may materially impair Seller's performance, including insolvency risk, covenant defaults, threatened bankruptcy, material litigation affecting performance, major supply disruptions, or significant capacity constraints.

Buyer may demand adequate assurance of due performance consistent with UCC principles; Seller shall provide adequate assurance within ten (10) days. Buyer may suspend performance or terminate if adequate assurance is not provided.

14.4.2 Cost/Price Support (Enhanced).

Any request by Seller for price adjustment, surcharge, or cost reimbursement must be supported by detailed, itemized documentation. Buyer may audit supporting documentation. Seller shall not include hidden overhead or profit unless expressly approved by Buyer in writing.

14.5 IP Infringement Procedure.

If a claim alleges infringement, Seller shall promptly, at Buyer's option: (a) procure the right for Buyer to continue using the Goods/Services; (b) replace or modify to be non-infringing without material degradation; or (c) refund and accept return. Seller shall indemnify Buyer for all related losses.

14.6 Limitation of Liability (Buyer-Protective).

Buyer shall not be liable for any consequential, incidental, special, punitive, or exemplary damages. Buyer's total liability under any Order or these GPTC shall not exceed the amounts actually paid by Buyer for the specific Goods/Services giving rise to the claim.

Nothing limits Seller's obligations, indemnities, warranties, or liability for fraud, gross negligence, willful misconduct, bodily injury, death, property damage, IP infringement, confidentiality breaches, cybersecurity incidents, AI/ML misuse, or violations of law.

15. SUSTAINABILITY; RESTRICTED SUBSTANCES

15.1 Sustainability Commitment.

Seller shall comply with applicable environmental laws and shall support Buyer's sustainability initiatives, including providing information for ESG reporting upon request.

15.2 Restricted Substances.

Seller shall comply with restricted substance requirements communicated by Buyer and, where applicable, requirements analogous to RoHS and REACH for materials used in Goods, and shall provide declarations and supporting documentation upon request.

16. SUSPENSION; TERMINATION FOR CAUSE; NOTICES; ENTIRE AGREEMENT; SEVERABILITY; WAIVER

16.1 Suspension.

Buyer may suspend performance in whole or in part at any time by written notice. Seller shall take reasonable steps to minimize costs and protect work-in-process and BFP.

16.2 Termination for Cause.

Buyer may terminate immediately for cause if Seller breaches these GPTC, fails to deliver on time, provides nonconforming Goods/Services, becomes insolvent, fails to provide adequate assurance, violates confidentiality/cybersecurity/AI restrictions, or otherwise materially breaches.

16.3 Notices.

Notices shall be in writing and sent to the addresses stated in the Order or to such other address designated by a Party in writing. Email is acceptable if it creates a retrievable record and receipt is reasonably verifiable.

16.4 Entire Agreement.

The Order and these GPTC constitute the entire agreement with respect to the subject matter and supersede all prior or contemporaneous communications, proposals, or understandings.

16.5 Survival.



Speck Industries LP – 400 Meadow Lane – Carlstadt, NJ 07072

Sections that by their nature should survive, including confidentiality, IP, exclusivity, AI/ML restrictions, traceability support, indemnity, limitation of liability, audit/records, and governing law/jurisdiction, shall survive termination/expiration.