

CLEVELAND WIRE CLOTH TERMS & CONDITIONS OF PURCHASE (CWC BUYER)

1. Acceptance of Entire Agreement: These Purchase Order General Terms and Conditions including the terms and conditions on the face of the Purchase Order delivered by The Cleveland Wire Cloth & Manufacturing Company LLC (“Buyer”) and all proposals, designs, plans and other documents specified by Buyer in such Purchase Order (hereinafter collectively defined as the “Contract”) shall govern all purchases made by the Buyer from the Supplier of goods, products and other equipment, including any software imbedded therein (“Products”) and/or services (“Services”). 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. Unless governed by a separate and specific agreement mutually agreed to in writing, executed by an authorized representative of both Parties, this Contract shall constitute the complete and final written agreement between Buyer and Supplier and supersedes all other agreements and understandings between the Parties regarding the supply of Products and the performance of Services pursuant to the Contract. Supplier’s terms and conditions, whether included by reference in this Contract or in any other document delivered or issued by Supplier, shall not be binding on the Buyer unless Buyer expressly agrees in writing and which acceptance shall be clearly referenced on the face of the 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 Buyer within ten (10) days of receipt of this purchase order.

2. Price: The Products supplied or to be supplied and the Services performed or to be performed pursuant to this Contract shall not be invoiced at a higher price than set out in the Purchase Order without the prior written consent of Buyer. The price set out in the Purchase Order is all inclusive of taxes, fees and other costs, and subject to this Section 2, Supplier is not entitled to any additional payment unless agreed to in writing by Buyer. No charges will be allowed for packing, crating, freight surcharges, expedited delivery or cartage unless expressly stated in the Purchase Order. The charges and taxes payable by Buyer in accordance with this Contract must be itemized as separate line items, at Supplier’s actual cost on each invoice.

3. Government Contract or Subcontract: If this purchase order shows on its face that it is placed under a U.S. Government contract or subcontract or if Buyer 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 Buyer’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 <http://www.wirecloth.com/terms-and-conditions>.

4. Use of Subcontractors: Supplier’s use of subcontractors, whether selected, directed or approved by Supplier, Buyer or Buyers’s customer, to fulfill this Purchase Order shall not excuse Supplier of its obligations or requirements to Buyer under this Purchase Order

5. Supplier Warranties: *Products Warranty:* Supplier hereby warrants that all Products shall (i) be produced in accordance with the terms of this Contract and fit for the purposes intended, (ii) comply with all applicable foreign and federal, state, provincial, municipal and local laws, ordinances and governmental rules, regulations and requirements, (iii) conform to the specifications, SDS, Certificates of Analysis, drawings, samples, or other descriptions furnished, and (iv) be new, of merchantable quality, and free from all defects, whether patent

or latent, and that the workmanship of the Products is of the highest standards and, where the materials to be used are not specified, such materials used meet the highest standard of quality.

Services Warranty: Supplier hereby warrants and guarantees that (i) all Services shall comply with all applicable foreign and federal, state, provincial, municipal and local laws, ordinances and governmental rules, regulations and requirements, (ii) Supplier shall perform its obligations for the benefit of Buyer in a professional, workmanlike, and timely manner, consistent with industry standards and in compliance with any scope of work or similar document included in the Contract. Time is of the essence in the performance of Supplier's obligations hereunder. Buyer's acceptance of Supplier's late performance shall not be deemed a waiver of this provision. 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 Buyer's use or resale thereof. Additionally, Supplier warrants that, to the best of Supplier's knowledge, any goods or deliverables provided by or on behalf of Supplier that includes software, firmware or any other computer code of any nature does not contain: (i) any viruses, malware, spyware, keylogger, or ransomware; or (ii) anything that would enable Supplier or a third party to access, view or control any part of Buyer's information technology systems or Information stored therein.

Supplier agrees that these warranties will survive acceptance of the goods and/or services. The warranties stated in this Section 5 will also apply to any repaired or replaced goods or reperfomed services and, in all cases, are hereby extended to, and shall inure to the benefit of, Buyer and direct and indirect customers to whom the goods and services provided hereunder may be sold or transferred (jointly and severally "Buyer Entities").

In the event of breach of warranty, Buyer will be entitled to all rights and remedies available at law, contract or at equity, including but not limited to, at Buyer's option and at no additional cost to Buyer: (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 Buyer 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 Buyer: (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.

6. Quality Terms for Products & Raw Materials: Supplier will comply at all times with The Cleveland Wire Cloth Quality Terms, which is incorporated by reference here and available at <http://www.wirecloth.com/terms-and-conditions>. The specific Quality Terms will apply as indicated by the Quality Term Number on the face of the Purchase Order.

7. Delivery Schedule: Title and Risk of Loss: All Products to be delivered to Buyer shall be packaged in accordance with applicable laws, with instructions or specifications in this Contract or referred to in drawings or specifications for the Products, including but not limited to packaging slips and Certificates of Analysis, as applicable. All packaging shall include proper labels, including bar code information, lot numbers or identifying codes, and weights. In the absence of any specific instructions or specifications on packing and packaging, Supplier shall (i) comply with the best commercial practice for shipment adequate for safe arrival of the Products at Buyer's specified destination, (ii) comply with carrier regulations, (iii) comply with, or ensure carrier's compliance with, all safety rules and regulations at destination site, and (iv) secure the lowest possible transportation rates. Where Buyer is responsible for transportation, any extra transportation cost resulting from failure to comply with this Section shall be charged to Supplier's account. Title and risk of loss of all Products shall pass to Buyer pursuant to the terms on the relevant Purchase Order. Supplier shall furnish sufficient labor and management forces, plant, and equipment and shall work such hours (including night shift,

overtime, weekend and holiday work, without additional cost to Buyer) as may be required to ensure timely delivery of the Products and performance of the Services to Buyer.

Regardless of delivery or performance in installments, Supplier's obligation is not severable. All Products delivered and Services performed under this Contract shall be free of all liens, hypothecs, security interests, rights of others and other charges and encumbrances and, if Buyer requests, a proper release of all liens or satisfactory evidence of freedom from liens will be promptly delivered to Buyer. Buyer will not accept shipments sent cash on delivery (C.O.D.) without Buyer's prior express written consent and will return them at Supplier's risk. In the event Supplier reasonably believes that the delivery of Products or performance of Services pursuant to this Contract may be delayed, Supplier shall immediately inform Buyer of any such delay and shall submit recovery plans to meet Buyer's requirements. Notwithstanding the foregoing, Supplier shall not be relieved of its liability as a result of the late delivery of such Products or late performance of such Services, unless due to a force majeure event per Section 16.

8. Changes to Quantity or Scope: The quantity of Products delivered or the scope of Service provided by Supplier pursuant to this Contract shall neither exceed nor be less than the quantity of Products or scope of Service specified in the Contract, without Buyer's prior written permission. If Buyer changes the terms of a Purchase Order thereby causing an increase or decrease in the cost of, or the delivery schedule or performance schedule for, the Products or the Services covered by this Contract, Supplier shall advise the Buyer, in writing, within ten (10) days of receipt of such change request from Buyer, of any equitable adjustment in the invoice, delivery or performance schedule, or both, that the Supplier intends to make. Any claims by Supplier for adjustment under this clause following such ten (10) day period shall be deemed waived. No adjustment will be binding on Buyer unless evidenced by one of the following: a new purchase order, a change notice, or a revision to the Purchase Order signed by an authorized representative of Buyer.

9. Payment Terms: Itemized invoices must include the Purchase Order Number and the corresponding Purchase Order item number for the Products in question. Where Products are delivered the invoice shall also indicate the manufacturer and SKU, the date and terms of shipment, itemized quantities, descriptions and corresponding prices of the Products shipped, any discount terms, and a copy of proof of delivery to verify receipt of the Products by Buyer. Where Services are performed, the invoice shall also include a reasonably detailed description of the Services provided. Payment of invoices does not constitute acceptance of the applicable Products or Services and payment thereof is without prejudice to any and all claims the Buyer may have against the Supplier under this Contract. If Buyer and Supplier agree to payment terms other than Net 45 days from receipt of undisputed invoice, such terms shall be clearly stated on the Purchase Order.

10. Audit, Investigations: Buyer reserves the right to audit Supplier's records and facilities to assure compliance with the terms of this Contract and any applicable laws or regulations. Supplier shall make available all data reasonably requested by Buyer. Supplier shall ensure a comparable right to audit with any subcontractors. 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 Buyer, such as investigations in response to government inquiries or alleged compliance failures, Supplier and Supplier's employees, sub-contractors and sub-suppliers shall cooperate with Buyer in such investigation.

11. Intellectual Property: "Intellectual Property" shall mean any and all information, knowledge, data, developments, designs or processes protected by a patent, trademark, copyright, trade secret, or agreement or any other exclusive right under state, federal or any international law. Supplier shall immediately notify Buyer if Supplier has or acquires knowledge of any Intellectual Property rights under which a suit for alleged infringement thereof can reasonably be brought in connection with the Services rendered or the Products delivered pursuant to this Contract. Supplier shall defend, indemnify and hold Buyer harmless, at Supplier's expense, from and against any claims threatened or brought at law or in equity arising out of or related to the Products or Services against Buyer, its affiliates, successors and assigns, for infringement of any third party Intellectual Property rights, Supplier shall pay the costs and expenses of any such action or suit, including

reasonable compensation and expenses of experts and legal counsel of Buyer's choice and selection, and Supplier shall also pay and hold Buyer harmless from damages or other sums, settled, awarded or assessed in any such action or suit. No compromise or settlement directly or indirectly affecting Buyer's operations may be agreed to without Buyer's consent, which will not be unreasonably withheld. If any of the Products, Services, or any component part furnished hereunder, is held to infringe, or their use is enjoined, Supplier shall, promptly at Supplier's expense, procure for Buyer the right to continue using the Products or Services, replace them with a substantially equivalent non-infringing product or service, or modify them so they become non-infringing with substantially equivalent performance. Supplier's obligations must be performed in such a manner so as not to interfere with Buyer's operations as determined in Buyer's sole discretion. Should Supplier fail to comply with the above within the time period set out by Buyer, Buyer reserves its rights at law or, at its option, to return the infringing Products to Supplier at Supplier's expense, in which case Supplier shall refund the purchase price to Buyer within ten (10) days from the delivery of the infringing Products.

12. 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, data privacy and/or protection, and anti-bribery, including without limitation, the U.S. Foreign Corrupt Practices Act, U.S. Anti-Kickback Act, and the U.K. Bribery Act. At Buyer's request, Supplier will certify in writing its compliance with the Laws. Supplier will indemnify and hold Buyer 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 12, 13 or 15. Supplier agrees that, in addition to Buyer's termination rights set forth herein, Buyer may immediately terminate all agreements and/or purchase orders in the event of a violation of Sections 12, 13 or 15 by Supplier. Buyer 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 12, 13 or 15. Supplier will, unless prohibited by any applicable Laws, reimburse Buyer for any fines or penalties levied against Buyer 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 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 Buyer.

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 Buyer promptly upon its request.

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, such as the U.S. Commerce Department's Export Administration Regulations and the U.S. Treasury Department's Office of Foreign Assets Control Regulations ("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 Buyer 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 a U.S. 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. Supplier will immediately notify Buyer 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 Buyer to cancel or terminate this purchase order and any other agreement for cause and without liability to Buyer.

Supplier agrees to provide Buyer 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 Buyer 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>

13. Anti-Corruption: Supplier shall comply with all applicable laws, regulations, and all other legal requirements of any type that apply to any aspect of Supplier's activities in connection with this Contract, including, without limitation, those dealing with the sale, promotion, marketing, delivery, distribution, performance, or installation of goods, tax, foreign exchange, economic and currency controls, and all other applicable laws. For purposes of this Section, "Government Official" means any officer or employee of a government or any department, agency, or instrumentality thereof, or of a public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, or for or on behalf of any such public international organization. Supplier understands that Buyer's business practices prohibit bribery and corrupt behavior in any form. Supplier shall not offer, pay or provide anything of value, including but not limited to cash or other value, or in the form of a bribe, gratuity or other inducement, either directly or indirectly to any Government Official for the purpose of influencing any act or decision. Supplier shall comply with all applicable laws that relate to corruption or bribery including but not limited to, money laundering, terrorism, commercial bribery, or bribing or otherwise improperly dealing with Government Officials. Such activity is prohibited even if the activity appears customary or consistent with prevailing business practices. Promptly upon request, Supplier will certify in a written form acceptable to Buyer that Supplier has complied with this section and, if requested, will permit Buyer to inspect Supplier's books and records to ensure compliance. Supplier will cause its owners, officers, employees, representatives, and agents to cooperate fully in any investigation of Supplier activities by Buyer or any governmental, legal, or regulatory body. Supplier represents and warrants that: (i) neither Supplier, nor any of its owners, officers, employees, agents, or representatives have been convicted of or debarred from the practice of a profession based on an offence involving deceit, fraud, or moral turpitude; (ii) Supplier has not made any improper payment to a Government Official in connection with Supplier's relationship with Buyer or otherwise to obtain or retain business; (iii) Supplier shall require all of its dealers and Suppliers to comply with the requirements of this Section and shall require such dealers and Suppliers to cooperate with Buyer and/or Supplier in any inquiry related to this section. Supplier shall be responsible to ensure that Supplier's dealers and Suppliers for Products are in compliance with the requirements of this Section. In addition to the Code of Conduct, Supplier further agrees to comply with the provisions of 29 CFR Part 471, Appendix A to Subpart A and the Equal

Opportunity Clauses at 41 CFR Section 60-1.40, 41 CFR 60-300.5(a) and 41 CFR 741.5(a), 41 CFR Section 60-1.40, 41 CFR 60-300.5(a) and 41 CFR 741.5(a), as applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Covered prime contractors and subcontractors must take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

14. Data Security: Supplier agrees to: (i) develop, implement, maintain, monitor, and update a reasonable, written data and cyber 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 Buyer Information from loss or unauthorized alteration, disclosure, control, 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 Buyer 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 Buyer's information technology systems, operational technology systems, networks, internet-enabled applications or devices or the data contained within any such systems. Supplier notice to Buyer 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 Buyer any information that subsequently becomes available to it which may assist Buyer in investigating, mitigating and/or preventing any effects of the breach on the Buyer information technology systems or Information; (iii) obtain Buyer'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 Buyer 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 Buyer. Buyer shall have the right to audit Supplier or, in Buyer's sole discretion, to request Supplier to provide to Buyer written proof of Supplier's compliance with this Section 14.

15. Supplier Code of Conduct: Supplier will comply at all times with The Cleveland Wire Cloth Code of Conduct, which is incorporated by reference here and available at <http://www.wirecloth.com/terms-and-conditions>.

16. Force Majeure: If the performance of this Agreement, or of any obligation hereunder is delayed, prevented, restricted or interfered with in whole or in part, by reason of: (a) fire, explosion, illegal strike, casualty or accident resulting in plant closure, lack or failure of transportation facilities, epidemic, cyclone, flood, drought, or inability to obtain, for reasons beyond the reasonable control of a party hereto, raw materials, power or supplies; (b) war, revolution, civil commotion, acts of public enemies, blockage or embargo; (c) any law, order, or other requirement of any government binding upon the party unable to perform; or (d) any other act or condition whatsoever, whether similar or dissimilar to those enumerated, beyond the reasonable control of a party hereto; the party so affected, upon giving prompt written notice to the other party, shall be excused from such performance to the extent of such delay, and the other party shall likewise be excused from performance of its obligations to the extent such obligations related to the performance so prevented. In such event (i) the party affected shall use its best efforts to avoid and to remove such causes of nonperformance and both parties shall continue performance hereunder in good faith whenever such causes are removed; and (ii) nothing herein contained shall be construed as requiring either party to accede to any demands of employees or labor unions which such party, in its sole discretion, shall consider unreasonable. Force majeure shall not include financial distress, insolvency, bankruptcy, or other similar conditions affecting one of the parties, affiliates and/or sub-contractors. Should the affected Party be unable to resume performance within 30 days, the non- affected Party shall be entitled to terminate this Contract by giving a written notice to

the other Party confirming its election to terminate this Contract, which termination shall take effect on the date of the delivery of such notice or later on as specified in such notice.

17. Insurance: Supplier shall procure and maintain appropriate insurance coverage meeting or exceeding the following requirements, as well as all jurisdictional and legal mandates:

(a) Commercial General Liability: US\$1,000,000 per occurrence, US\$2,000,000 in the aggregate, and an Umbrella Liability – minimum US\$3,000,000;

The policy shall include Buyer as an additional insured, include cross-liability coverage and shall be endorsed to include a waiver of subrogation in favor of Buyer;

(b) Employer's Liability: US \$1,000,000 for bodily injury by accident, each accident US\$1,000,000 bodily injury by disease, each employee and policy limit;

(c) Workers' Compensation: Statutory limits for the state(s) in which the work will be performed;

(d) Automobile Liability – US\$1,000,000 (per any one accident) – Required only when Supplier's vehicle will enter any of Cleveland Wire Cloth's premises or for the provision of transportation services;

(e) Aircraft Product Liability – US\$5,000,000 Aggregate – Required only when this is a purchase order for the provision of goods for use on an aircraft or in the aerospace market; and

(f) Medical Product Liability – US\$5,000,000 Aggregate – Required only when this is a purchase order for the provision of goods for use in implantable medical devices.

Buyer makes no representation that such insurance coverage is adequate for Supplier and Supplier is solely responsible for maintaining adequate insurance. The obligation of Supplier to provide insurance shall not limit in any way the liability or obligations assumed by the Supplier. Supplier shall at Buyer's request submit certificates of insurance evidencing Supplier's compliance with all required insurance policies and will name Buyer as an additional insured on Supplier's policies at Buyer's request. In the event that any insurance is cancelled or materially altered and prior notice to Buyer was not possible, Supplier shall ensure immediate contemporaneous written notice to Buyer of any cancellation or alteration.

18. Indemnity and Limitation of Liability: Supplier agrees to indemnify, defend, and hold Buyer 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 (including loss of use resulting therefrom), (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 Contract; (iii) performance or failure to perform its obligations or representations and warranties under this Contract; 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 Buyer Entity or utilize any of Buyer's Property, whether on or off the premises of any Buyer Entity, Supplier will indemnify and hold harmless Buyer Entities and their respective officers, directors, employees, and agents from and against any Damages to Buyer's Property or for injuries (including death) to any person, including without limitation any employees of Buyer Entities, arising from or in connection with Supplier's performance of work or use of Buyer's Property. Supplier's obligations pursuant to this Section 18 shall survive the completion of performance and the expiration or termination of this Contract.

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 Buyer's prior written consent. The failure of Buyer 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. Buyer 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 Buyer 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 third party. Supplier further agrees to indemnify Buyer 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. Buyer 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 18 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 Buyer with respect to order, the designs for which were specified entirely by Buyer. The foregoing indemnity shall be in addition to any other indemnity obligations of Supplier set forth in this Contract. Any insurance recoveries or policies shall not limit any obligation of Supplier hereunder. Effective Date: January 1, 2024.

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

20. Compliance with Environmental and Regulatory Laws: Supplier warrants that the Products sold or Services furnished hereunder have been and will be produced and furnished in full and complete compliance with all applicable laws, including but not limited to environmental laws and regulations, any safety and health laws, and requirements that chemical substances furnished hereunder be reported for the U.S. Environmental Protection Agency, Toxic Substances Control Act inventory or other applicable government agency. Supplier will furnish to Buyer, upon Buyer's request, all certificates and forms necessary in Buyer's judgment to certify compliance with all such applicable environmental laws and regulations. For any Services performed at Buyer's location, Supplier shall also comply with the Buyer's safety rules. Supplier shall provide a SDS, Certificate of Analysis, or other similar document as required by applicable law, to Buyer for Products sold to Buyer hereunder. Where such information is required due to the nature of the Product, a SDS will be provided prior to such Products being delivered to Buyer's facility. Buyer shall have the right to rely on information contained in the SDS, Certificates of Analysis and other technical information related to the Products that Supplier provides to Buyer.

21. Governing Law and Arbitration: This purchase order shall be governed and construed in accordance with the laws of: (i) the State of Ohio, USA, when signed on behalf of Cleveland Wire Cloth or; (ii) when signed on behalf of a Cleveland Wire Cloth affiliate, the state, where applicable or the country where the Cleveland Wire Cloth affiliate identified in the purchase order is located and, without regard to that state's or country's conflict of laws 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 Buyer 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. Buyer may demand that 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 be submitted to final binding arbitration by giving written notice of such demand to the other Party. For any dispute in the United States, arbitration shall take place in Cleveland, Ohio in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and, notwithstanding any other choice

of law clause to the contrary in this contract, the arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. § 1-16. The arbitrators shall have the power to determine the merits of the Claim, the scope and limits of discovery and to enforce the rights, remedies, procedures, duties, liabilities and obligations of discovery by the imposition of the same terms and conditions, consequences, liabilities, sanctions and penalties as may be imposed on the like circumstances in a civil action by a Common Pleas Court of the State of Ohio under the provisions of the Ohio Rules of Civil Procedure. Each party shall absorb its own costs of arbitration, including attorneys' fees, and the parties shall equally split the Arbitrators fees. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Notwithstanding anything in this Section 21, the Parties shall have recourse to obtain injunctive relief as permitted by the laws of the relevant jurisdiction. Each party retains the right (i) to elect to have any claims heard in small claims court on an individual (non-class, non-representative) basis for Disputes within the scope of such court's jurisdiction, up to thirty (30) days after the party is given notice of the filing of an arbitration demand, and (ii) to seek injunctive or other relief in any court of competent jurisdiction regarding any dispute between the parties.

22. Confidentiality and Nondisclosure: "Confidential Information" shall mean the Contract and any information, action, process, design, idea, formula, technique, diagram, specification, model, concept, experience, knowledge, supporting documents, material, program, software, electronic files regardless of format, which the Buyer has deemed to be confidential or proprietary or which any reasonable professional should know to be confidential. Supplier shall protect any and all Confidential Information and other information it receives from the Buyer as though it were its own. Supplier shall not disclose Confidential Information to any third parties without express written authorization from Buyer or use Confidential Information for its own benefit or for the benefit of any third parties during or after termination or completion of the Contract. Supplier shall protect all forwarded Confidential Information or any other information it receives from the Buyer, and will return all copies of the Confidential Information to Buyer at the termination of the Contract, or will destroy all copies and provide an affidavit attesting to its destruction. To the extent that Supplier has incorporated or included Buyer's Confidential Information into its own materials, including but not limited to documents, systems, programs, and developments, such materials shall also be returned to Buyer or destroyed. Confidential Information does not apply to information that is: (i) generally known information, assuming the Supplier is not responsible for its undesired dissemination; (ii) learned by the Supplier from a legal source (without breaching confidentiality obligations) other than the Buyer; (iii) independently developed by the Supplier of its own efforts and which the Supplier can demonstrate by written or other tangible evidence it rightfully possessed prior to disclosure by the Buyer. Buyer, in addition to Buyer's other rights and remedies, reserves the right to terminate the Contract if Supplier fails to protect the Confidential Information.

23. Term and Termination: This Contract shall continue for the time period stated on the Purchase Order, and if no term is stated, the Contract shall continue until the Products are delivered and accepted, or the Services are performed. Buyer shall have the right to terminate the Contract or any part thereof at any time for any reason following a prior written notice to Supplier to that effect. This Contract shall terminate automatically in the event that Supplier is not able to meet its debts as they become due, becomes insolvent, or files for bankruptcy protection. Any provisions that by their terms should continue after the termination of this Contract shall continue. Upon receipt of written notice of termination, Supplier shall promptly comply with the directions in such notice and shall take action necessary to terminate the work subject to the notice, minimize costs and liabilities for the terminated work.

24. Miscellaneous: Supplier is an independent contractor, and Supplier's employees and any approved subcontractors shall at all times be under Supplier's supervision, direction, and control. This is a non-exclusive relationship and Buyer has the right to purchase similar Products or Services from other vendors. Notice given under this Contract shall be effective three business days after posting, postage prepaid if by mail, or electronic (e-mail) to legal@wirecloth.com, or at the time of delivery if personally delivered. Buyer's failure to insist on Supplier's strict performance of the terms and conditions of this Contract at any time shall not be construed as Buyer's waiver of Supplier's future performance. If any provision in this Contract or any related document is held to be invalid or unenforceable, such invalidity shall be limited to the provision affected and shall not impair the validity and enforceability of the remainder of the subject provision or the remaining provisions of

this Contract. This Contract shall inure to the benefit of and be binding upon the successors and permitted assigns of the Parties hereto. Supplier may not assign the Contract without the consent of Buyer which consent shall not be unreasonably withheld. Supplier may not use Buyer's name or any of Buyer's or its affiliates' trademarks, tradenames, or logos for any reason, including in any client list, press release, brochure, advertisement or the like.

25. Language: The parties hereto acknowledge and confirm that they have requested that this Contract and all notices and communications contemplated hereby be drafted in the English language. Les parties aux présentes reconnaissent et confirment qu'elles ont exigé que la présente convention ainsi que tout avis et communications aux tennes des présentes soient rédigés dans la langue anglaise. Effective Date: January 1, 2024.