

OPEX Purchase Order Terms for Suppliers

VERSION 2.0 – EFFECTIVE 23 OCTOBER 2026

These OPEX Purchase Order Terms for Suppliers (“Terms”) govern the purchase of goods, services, and/or other items (“Products”) by OPEX Corporation or its purchasing subsidiary or affiliate (“Buyer” or “OPEX”) from the supplier (“Seller”). The obligations of Buyer under these Terms are solely those of the specific purchasing entity identified in the applicable PO, and no other entity shall have any liability under that PO unless it expressly agrees in a writing signed by its authorized representative. A “party” means either Buyer or Seller, and “parties” means Buyer and Seller collectively.

1. Purchase Order; Acceptance. The “Purchase Order” or “PO” is Buyer’s written offer to purchase Products on the terms set forth in the PO and these Terms. The PO includes all drawings, specifications, statements of work, schedules, exhibits, and other documents that are supplied by Buyer as attachments to the PO or expressly incorporated into the PO by reference. Seller shall promptly accept or reject each PO in writing. Until acceptance, Buyer may modify or withdraw the PO without liability. Seller’s commencement or continuation of performance, or delivery of any Product, also constitutes acceptance of the applicable PO and these Terms, subject only to any modification expressly permitted by these Terms.

2. Forecasts; Changes. Any forecast, estimate, projection, or other indication of anticipated requirements that Buyer provides to Seller is for planning purposes only and does not modify or increase the quantity of Products expressly ordered in the PO. Unless otherwise expressly agreed in writing by Buyer, Seller makes at its own risk any material commitments or production arrangements in excess of or in advance of those reasonably necessary to meet the PO. If the PO requires samples or proofs, Seller shall not commence production or make production shipments until Buyer approves the samples or proofs in writing.

After Seller accepts the PO, Buyer may change the scope, quantities, place or time of performance, delivery schedules, packaging or shipment methods, or other requirements or specifications applicable to the Products, or temporarily suspend performance in whole or in part. If a change will increase Seller’s reasonable cost or time required for performance, Seller shall promptly notify Buyer in writing of any requested increase in price or extension of the schedule and provide reasonable supporting detail. Any such claim is waived unless Seller submits it in writing within fifteen (15) days after receiving notice of the change or suspension. Any increase in price or extension of the schedule shall require Buyer’s prior written approval, which shall not be unreasonably withheld or delayed. Subject to the foregoing, if a change or temporary suspension increases or decreases Seller’s reasonable cost or time required for performance, the price or schedule, as applicable, shall be equitably adjusted. Any termination of an accepted PO in whole or in part shall be governed by the applicable termination provisions of these Terms.

3. Pricing; Invoices; Payment. The prices applicable to a PO shall be those set forth or expressly referenced in the PO or otherwise expressly agreed by the parties in writing. If Seller reduces its prevailing price for any Product before invoicing Buyer, Buyer shall receive the benefit of that reduction. Unless otherwise expressly agreed in writing, the applicable PO prices include all charges for storage, packing, handling, transportation, insurance, customs clearance, duties, tariffs, taxes applicable to the sale, delivery, importation, or provision of the Products, and similar amounts for which Seller is responsible under the applicable delivery terms.

Buyer shall pay correct invoices net sixty (60) days after the later of Buyer’s receipt of the invoice or acceptance of the applicable Products. If applicable, Seller shall separately itemize freight, insurance, taxes, customs fees, duties, tariffs, and similar amounts. Buyer may deduct or set off against amounts payable to Seller any undisputed amount or amount reasonably determined to be owed by Seller to Buyer arising from this or any other transaction between them.

4. Packing; Shipping; Delivery. Seller shall pack all goods and other applicable items in a manner that ensures safe, undamaged, and complete delivery. Each shipment shall include a packing slip identifying the PO number, Products shipped, and other information reasonably requested by Buyer.

Unless otherwise expressly stated in the PO, Seller shall deliver all goods DDP (Delivered Duty Paid), Incoterms® 2020, to the delivery location specified in the PO. Time is of the essence. Seller shall promptly notify Buyer of any actual or anticipated delay. If Seller fails to deliver or perform as required for reasons for which Seller is responsible, Buyer may, in addition to its other rights and remedies, (a) require expedited delivery or performance at Seller’s reasonable expense, (b) obtain substitute Products and recover from Seller any reasonable resulting loss or additional cost, or (c) both.

5. Inspection; Acceptance; Rejection. Seller shall inspect and, as appropriate, test goods before shipment to ensure conformity with the PO and these Terms. Buyer may inspect Products at a reasonable place and manner within a reasonable time following delivery and may reject or revoke acceptance of any Product that does not conform to the PO or these Terms. Buyer may also reject or return, at Seller’s reasonable expense, any goods delivered before the scheduled delivery date or in excess of the quantity ordered. Buyer has no obligation to inspect or reject any Product, and any inspection or failure to inspect or reject shall not affect Buyer’s rights. Payment shall not constitute acceptance.

6. Title; Risk of Loss. Title to Products shall pass to Buyer upon delivery at the delivery location specified in the PO. Risk of loss or damage shall pass in accordance with the applicable Incoterm specified in the PO or, if no Incoterm is specified, upon delivery at the delivery location specified in the PO. Notwithstanding the

foregoing, Seller shall bear the risk of loss of or damage to any Product rejected by Buyer for nonconformity until the Product is returned to Seller or otherwise disposed of in accordance with Seller's instructions. Passage of title or risk of loss does not constitute acceptance of any Product or limit Buyer's inspection, rejection, warranty, or other rights or remedies.

7. Warranty; Support. Seller warrants that all Products will: (1) conform to the PO and all applicable specifications, drawings, descriptions, samples, requirements, and other documentation; and (2) if Seller knows or has reason to know the particular purpose for which Buyer intends to use the Products, be fit for such purpose. Seller further warrants that it will convey to Buyer clear, unrestricted, and unencumbered title to all Products for which ownership is intended to be transferred under the PO and will provide Buyer with all ownership, license, and other rights required for the Products. To the fullest extent permitted by applicable law, Seller waives any lien or other security interest arising from its provision of the Products.

With respect to goods and, as applicable, other items furnished under the PO, Seller further warrants that they will: (1) be new, unless otherwise expressly agreed by Buyer in writing; (2) be of good quality and workmanship and free from defects, whether apparent or latent; (3) conform to any approved samples and to any statements or representations made on their containers or labels or in Seller's product literature; (4) be adequately contained, packaged, marked, and labeled; and (5) be merchantable and safe and appropriate for the purposes for which goods and items of that kind are normally used.

With respect to services, Seller further warrants that it will perform them in a professional and workmanlike manner using appropriately qualified personnel and in accordance with the PO, applicable laws and regulations, and generally accepted standards applicable to services of the type performed.

Seller's obligations under these warranties shall survive and shall not be affected by any inspection, testing, payment, acceptance, conveyance of title, or use of the Products. The warranties provided under this Section extend to Buyer, its affiliates and subsidiaries, and, as applicable, their respective customers and end users to whom the Products, or OPEX products incorporating the Products, are supplied.

If any Product fails to conform to the PO or these warranties, Seller shall, at Buyer's option and without expense to Buyer, promptly repair or replace nonconforming goods or other items, reperform nonconforming services, or otherwise correct the nonconformity. Seller shall reimburse Buyer for all reasonable costs resulting from the nonconformity, including costs of inspection, unpacking, examination, removal, repacking, handling, storage, return transportation, insurance, duties, tariffs, reshipment, reinstallation, testing, and similar costs. If Seller fails to remedy the nonconformity promptly after reasonable notice, Buyer may do so itself or through a third party and recover its reasonable costs from Seller, without limiting any other rights or remedies.

Except as expressly permitted in these Terms, Seller shall not discontinue the manufacture, production, provision, or support of any Product to Buyer during any period in which Seller is obligated under the PO to provide such Product. If the PO contemplates ongoing purchases or support but does not require Seller to provide the applicable Product for a specified period, Seller shall provide Buyer with at least one (1) year's advance written notice before discontinuing such Product and, during the notice period, shall continue to accept and fulfill Buyer's orders in accordance with the PO. Discontinuation of a Product shall not limit Seller's obligation to provide any applicable maintenance, support, replacement parts, updates, or other services for the period required by the applicable PO, these Terms, any applicable specifications or other documentation, or applicable law, whichever is longer.

8. General Compliance; Equal Employment Opportunity. Seller represents and warrants that it complies with, and shall comply with, all applicable laws and regulations in connection with the Products and its performance under the PO.

Seller shall provide equal employment opportunity and shall not discriminate in its employment or employment practices on any basis prohibited by applicable law. **Without limiting the foregoing, Seller acknowledges that OPEX Corporation is a U.S. federal contractor and/or subcontractor. To the extent applicable to Seller under U.S. federal law, Seller shall comply with the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a), relating to protected veterans and individuals with disabilities, including applicable affirmative action requirements. Seller shall also comply, to the extent applicable to Seller under U.S. federal law, with 29 CFR Part 471, Appendix A to Subpart A, which is incorporated herein by reference.**

Seller shall comply with the *OPEX Supplier Code of Conduct, Ethics, and Compliance* and the *OPEX Supply Chain Regulatory Requirements*, each of which is incorporated into these Terms by reference, applies to the provision of the Products, and is available on the Suppliers page of www.opex.com. Amendments and updates to those documents shall be governed by Section 27 (Entire Agreement; Order of Precedence).

9. Trade Compliance. Seller shall comply with all applicable import, export, customs, sanctions, and other trade-compliance laws and regulations and obtain all governmental approvals, licenses, permits, clearances, and other documentation required in connection with the Products and transactions under the PO.

Seller shall ensure that all applicable goods are properly marked with their country of origin and shall provide Buyer, at or before shipment, with accurate Harmonized Tariff Schedule classifications, country-of-origin information, Export Control Classification Numbers, valuations, certificates of origin in the format required by Buyer, and any other information or documentation reasonably requested by Buyer for trade-compliance purposes or to substantiate such information. Seller shall indemnify and hold Buyer harmless from and against any claim, liability, penalty, fine, cost, loss, or expense arising out of or relating to any inaccurate or incomplete certification,

classification, marking, valuation, or other trade-compliance information provided by Seller.

Seller shall not source, manufacture, provide, or deliver any Product from or through any country, region, person, entity, or other party if doing so would violate applicable trade-compliance laws or regulations, including, without limitation, applicable U.S. laws and regulations. Seller shall conduct appropriate restricted-party and sanctions screening using applicable governmental screening resources and shall maintain reasonable procedures designed to ensure compliance with this Section.

10. Compliance Verification. Buyer may, through reasonable means, verify Seller's compliance with the PO, these Terms, and applicable laws and regulations and assess relevant compliance and supply-chain security practices, including through supplier questionnaires, self-assessments, certifications, requests for information or documentation, and audits. Seller shall respond promptly and accurately to such requests and provide reasonable cooperation. Upon reasonable advance notice and during normal business hours, Buyer may audit Seller's facilities involved in providing the Products and review Seller's books, records, policies, procedures, certifications, and other documentation reasonably relevant to verifying such compliance and practices.

Seller shall retain books and records relating to the Products for thirty-six (36) months, or such longer period as required by applicable laws or regulations, the PO, or these Terms, and shall make them available to Buyer and its auditors or other authorized representatives during the applicable retention period. Seller shall promptly conduct and document appropriate corrective and preventive actions resulting from any audit, assessment, questionnaire, or other compliance review.

11. Confidentiality; Privacy; Publicity. Seller shall keep confidential all information disclosed by or obtained from Buyer or otherwise learned in connection with the PO ("Buyer Confidential Information") and shall use such information only to perform the PO. Seller may disclose Buyer Confidential Information only to its personnel, affiliates, subcontractors, and other persons or entities that have a need to know such information in connection with Seller's performance under the PO and are bound by confidentiality and use restrictions at least as protective as those set forth in these Terms. Seller shall remain responsible for any breach of such obligations by its personnel or other permitted recipients.

If Seller is required by applicable law, regulation, or legal process to disclose Buyer Confidential Information, Seller may disclose only the information legally required and, to the extent permitted by law, shall promptly notify Buyer before disclosure and reasonably cooperate with Buyer in seeking confidential or protective treatment.

Upon Buyer's request or completion or termination of the PO, Seller shall promptly return or securely destroy Buyer Confidential Information, except to the extent retention is required by applicable law.

To the extent Seller receives or processes personal data provided by or on behalf of Buyer or processes personal data on Buyer's behalf, Seller shall comply with all applicable privacy and data-protection laws. If Buyer determines that the nature of such processing requires additional data-protection terms, Seller shall, before commencing the applicable processing, enter into and comply with any data processing agreement or other data-protection terms reasonably requested by Buyer.

Seller shall maintain commercially reasonable physical, technical, administrative, and organizational designed to protect Buyer Confidential Information and personal data provided by or on behalf of Buyer or processed on Buyer's behalf against unauthorized access, use, loss, disclosure, alteration, or destruction.

Seller shall notify Buyer promptly after becoming aware of: (a) any actual or reasonably suspected security incident, unauthorized access, use, loss, disclosure, alteration, or destruction involving Buyer Confidential Information or personal data provided by or on behalf of Buyer or processed by Seller on Buyer's behalf; or (b) any material vulnerability or other cybersecurity issue involving any software, firmware, connected component, or other Product with digital elements that has materially affected, or could reasonably be expected to materially affect, Buyer, the Products, Seller's performance under the PO, or Buyer's legal, regulatory, customer, or cybersecurity obligations. In all events, Seller shall provide such notice within seventy-two (72) hours after becoming aware of the matter, or within any shorter period required by applicable law, regulation, or other applicable data-protection terms. Seller shall provide timely updates and information reasonably requested by Buyer and shall reasonably cooperate with Buyer in investigating, assessing, mitigating, remediating, or reporting the matter, including in connection with any required customer or regulatory notification.

Seller shall not, without Buyer's prior written consent, publicize that it supplies Products to Buyer or state or imply that Buyer endorses Seller or its Products.

12. Work Product; Licenses.

A. Retained Intellectual Property. Each party retains all right, title, and interest in intellectual property owned or licensed by it before the applicable PO or developed by it independently of and outside the performance of the PO ("Retained Intellectual Property"). Retained Intellectual Property does not include intellectual property specifically created or developed by Seller for Buyer in performing the PO.

B. Work Product. "Work Product" means all deliverables and other intellectual property specifically created or developed by Seller for Buyer in performing the PO. Work Product does not include Seller's Retained Intellectual Property, standard or off-the-shelf goods or software, or third-party materials, except to the extent expressly provided in the PO.

All Work Product shall be the sole and exclusive property of Buyer. Seller hereby irrevocably assigns to Buyer all worldwide right, title, and interest in the Work Product, including all

associated intellectual property rights. To the fullest extent permitted by applicable law, Seller waives, and shall cause its personnel and permitted subcontractors to waive, all moral rights or similar rights in the Work Product. To the extent such rights cannot be waived, Seller shall ensure that they are not asserted against Buyer or its affiliates, customers, successors, assigns, licensees, or other authorized users.

C. Retained Intellectual Property Incorporated into Work Product. To the extent Seller's Retained Intellectual Property is incorporated into, or necessary for Buyer to use or exploit, the Work Product, Seller grants Buyer and its affiliates a non-exclusive, worldwide, perpetual, irrevocable, transferable, royalty-free, fully paid-up license, with the right to sublicense, to use, reproduce, modify, distribute, perform, display, make, have made, sell, offer for sale, import, and otherwise use such Retained Intellectual Property as part of or in connection with the Work Product.

Notwithstanding the foregoing, where software, technology, or other materials are separately licensed or provided to Buyer under subscription, SaaS, or other express license terms accepted by Buyer, the foregoing license shall not expand the license rights granted under those terms. Solely with respect to the nature, scope, duration, and permitted use of the applicable license, those express license terms shall control. All other provisions of these Terms shall remain in full force and effect unless expressly modified or superseded in accordance with the Entire Agreement and Order of Precedence provisions of these Terms.

Seller shall obtain from its personnel, subcontractors, and other applicable third parties all assignments, waivers, consents, licenses, and other rights necessary to provide Buyer the ownership and license rights granted under this Section. Upon Buyer's reasonable request, Seller shall execute and deliver any documents and take any other actions reasonably necessary to evidence, perfect, or protect those rights.

13. Buyer's Property. Unless otherwise agreed in writing, all designs, drawings, blueprints, molds, tools, equipment, and other property furnished by Buyer to Seller, or purchased or created specifically for Buyer at Buyer's expense and intended under the PO to be owned by Buyer, including replacements and attachments, are and shall remain Buyer's property. For clarity, this Section does not transfer ownership of any software, technology, equipment, materials, or other property that Buyer licenses, leases, rents, or otherwise receives only a right to use.

Seller shall clearly identify Buyer's property as property of Buyer, keep it reasonably segregated from other property, maintain it in good condition, ordinary wear and tear excepted, and use it only to perform Buyer's orders, and shall not sell, transfer, pledge, encumber, dispose of, substitute, or otherwise use it without Buyer's prior written consent. Seller bears the risk of loss of or damage to Buyer's property while it is in Seller's possession or control and shall promptly return it upon Buyer's request. To the fullest extent permitted by applicable law, Buyer may enter Seller's premises during normal business hours to retrieve its property, including upon Seller's bankruptcy, insolvency, or

failure to return it, provided that Buyer exercises such right in accordance with applicable law and without breach of the peace.

14. IP Indemnity. For purposes of Sections 14 (IP Indemnity) and 15 (General Indemnity; Insurance), "Buyer Indemnitees" means Buyer, its affiliates and subsidiaries, and their respective successors, assigns, officers, directors, employees, agents, contractors, customers, and users.

Seller shall defend, indemnify, and hold harmless the Buyer Indemnitees from and against all claims, liabilities, damages, royalties, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to any actual or alleged infringement, misappropriation, or violation of any patent, copyright, trademark, trade secret, or other proprietary right resulting from the offer for sale, sale, manufacture, importation, exportation, distribution, supply, use, support, or other provision of any Product. Buyer may, at its option, participate in the defense through counsel of its choosing. Seller shall not settle any such matter in a manner that imposes any obligation, liability, restriction, or admission on any Buyer Indemnitee without Buyer's prior written consent, which shall not be unreasonably withheld.

If Buyer's or any authorized user's use of a Product is enjoined or, in Buyer's reasonable judgment, is likely to be enjoined because of any actual or alleged infringement, misappropriation, or violation of a third-party proprietary right, Seller shall, at its sole expense and without limiting its indemnity obligations, promptly: (a) obtain the right for Buyer and its authorized users to continue using the Product without restriction; or (b) replace or modify the Product so that it is non-infringing while remaining materially equivalent in form, fit, function, performance, and compatibility. If neither option is reasonably available despite Seller's commercially reasonable efforts, Seller shall refund all amounts paid by Buyer for the affected Product and reimburse Buyer for its reasonable costs of replacing or transitioning from the Product.

15. General Indemnity; Insurance.

A. Indemnity. Seller shall defend, indemnify, and hold harmless the Buyer Indemnitees from and against all claims, demands, actions, judgments, liabilities, damages, costs, losses, and expenses, including reasonable attorneys' fees, arising out of or relating to: (1) any breach by Seller of the PO or these Terms; (2) any failure of a Product to comply with applicable laws or regulations; (3) any negligence, willful misconduct, or violation of applicable law by Seller or its employees, agents, representatives, or subcontractors; (4) any actual or alleged defect or nonconformity in a Product, including its design, manufacture, materials, workmanship, or performance; (5) any personal injury or property damage caused by a defect or nonconformity in a Product as supplied by Seller; or (6) any actual or reasonably anticipated product recall, field correction, field action, safety notice, or similar corrective action involving a Product.

Buyer may, at its option, participate in the defense of any such matter through counsel of its choosing. Seller shall not settle any such matter in a manner that imposes any liability, restriction,

admission, or ongoing obligation on any Buyer Indemnitee without Buyer's prior written consent.

Seller shall promptly notify Buyer upon becoming aware of any matter or circumstance arising from or relating to the Products or Seller's performance under the PO that has resulted in or could reasonably be expected to result in a claim against any Buyer Indemnitee or otherwise materially adversely affect Buyer or the Products. Seller shall reasonably cooperate with Buyer in investigating and addressing any such matter, including any claim, recall, or corrective action; customer or regulatory notification; regulatory inquiry or action; repair; replacement; or other remediation.

B. Insurance. Seller shall maintain, at its own expense and for at least three (3) years after final delivery of goods or completion of services under the PO, all insurance required by applicable law and commercially reasonable and customary types and amounts of insurance appropriate to the Products provided. Upon request, Seller shall provide Buyer with certificates of insurance or other reasonable evidence of coverage. Buyer may require Seller to carry additional or different coverage based on the nature, scope, or risk of the Products.

16. Remedies. If Seller breaches the PO or these Terms, Buyer shall be entitled to all remedies available at law or in equity, including injunctive relief and specific performance.

17. Limitation of Liability. For purposes of this Section, "Buyer Parties" means Buyer, its affiliates, subsidiaries, successors, assigns, and their respective officers, directors, employees, agents, and representatives. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF THE FORM OR THEORY OF LIABILITY, THE AGGREGATE LIABILITY OF ALL BUYER PARTIES ARISING OUT OF OR RELATING TO THE PO OR THESE TERMS SHALL NOT EXCEED THE TOTAL AMOUNT ACTUALLY PAID OR PAYABLE BY BUYER TO SELLER FOR THE PRODUCTS GIVING RISE TO THE CLAIM. IN NO EVENT SHALL ANY BUYER PARTY BE LIABLE FOR LOST REVENUES, LOST PROFITS, LOSS OF BUSINESS, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, OR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR SIMILAR LOSS OR DAMAGE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

18. Termination.

A. Termination for Convenience. Buyer may terminate any accepted PO, in whole or in part, at any time without cause upon written notice to Seller. Upon notice, Seller shall cease performance as directed, take commercially reasonable measures to minimize further costs, and deliver any completed or partially completed Products as directed by Buyer.

Buyer shall pay Seller for performance properly completed and accepted before termination, any completed or partially completed Products that Buyer directs Seller to deliver, and

Seller's reasonable, documented, noncancelable costs necessarily incurred specifically for the terminated portion of the PO before Seller received notice of termination, to the extent such costs cannot reasonably be avoided or mitigated. Seller shall not be entitled to anticipated profits or other damages arising from the termination, and Buyer's aggregate liability resulting from the termination shall not exceed the amount that would have been payable for the terminated portion of the PO had it been fully performed.

B. Termination for Cause. Either party may terminate an accepted PO, in whole or in part, upon written notice if the other party materially breaches the PO or these Terms and fails to cure the breach within thirty (30) days after receiving written notice describing it in reasonable detail. If the breach cannot reasonably be cured within that period, termination shall not be permitted if the breaching party timely commences appropriate corrective action and diligently pursues the cure to completion within a reasonable time. No cure period is required if the breach cannot reasonably be cured or continued performance would violate applicable law or regulation.

To the extent permitted by applicable law, either party may also terminate an accepted PO immediately upon written notice if the other party becomes insolvent, makes an assignment for the benefit of creditors, becomes subject to a bankruptcy, insolvency, liquidation, receivership, or similar proceeding that is not dismissed within a reasonable period, ceases substantially all of its business, or becomes subject to a similar circumstance materially impairing its ability to perform the PO.

If Buyer terminates a PO for Seller's breach or other default, Buyer shall pay Seller only for conforming Products properly delivered or performed and accepted before termination and any other completed or partially completed Products that Buyer elects in writing to accept, less any applicable deductions or set-off. Seller shall reimburse Buyer for reasonable additional costs of obtaining substitute Products or completing the terminated work, without limiting Buyer's other rights or remedies.

Upon any termination, Seller shall cease performance as directed by Buyer and reasonably cooperate in the orderly transition of affected work. Termination shall not affect accrued rights, remedies, obligations, or liabilities or any provision intended by its nature or terms to survive termination.

19. Force Majeure. A party is excused from performance to the extent prevented by an event beyond its reasonable control, including fire, flood, civil unrest, acts of God, war, governmental embargoes or actions, unforeseeable changes in applicable law, and industry-wide shortages of labor, materials, or supplies that could not reasonably have been avoided or overcome through commercially reasonable contingency measures. Relief applies only if the affected party promptly gives written notice, uses commercially reasonable efforts to minimize the effect of the event, and, if the affected party is Seller, has complied with its obligations under the business continuity provisions of these Terms. Force majeure shall not excuse any obligation to pay for Products properly delivered or services performed before the

event. The other party may terminate the PO if the event continues for more than thirty (30) days.

20. Business Continuity. Seller shall maintain, periodically review, test, and update a written business continuity plan (“BCP”) designed to support the continued and timely delivery of the Products. Upon Buyer’s request, Seller shall provide its BCP, promptly notify Buyer of any actual or anticipated event reasonably expected to affect performance under the PO, promptly remedy any non-compliance with its BCP, and take commercially reasonable measures to minimize resulting disruption.

21. Relationship of the Parties. Seller is an independent contractor. Nothing in the PO or these Terms creates a partnership, joint venture, agency, or other relationship except that of seller and buyer. Seller has no authority to act for, represent, or bind Buyer.

22. Assignment; Delegation; Subcontracting. Seller shall not assign, delegate, transfer, or subcontract any right or obligation under the PO without Buyer’s prior written consent. Any consent shall not relieve Seller of its obligations, and Seller remains fully responsible for its permitted third parties. Seller shall bind each permitted third party performing any portion of the PO to written obligations applicable to its activities that are no less protective of Buyer than the corresponding obligations in the PO and these Terms. Buyer may assign or transfer the PO, in whole or in part, to an affiliate or in connection with a merger, reorganization, sale of assets, or other business transaction without Seller’s consent.

23. Severability. If any provision of the PO or these Terms is held invalid or unenforceable, it shall be modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions shall remain in effect.

24. Headings. The headings in these Terms are for convenience of reference only and shall not affect their meaning or interpretation.

25. Survival. Any provision that by its terms or nature is intended to survive termination or expiration of the PO shall survive.

26. Waiver. No waiver by either party shall be effective unless in writing and signed by an authorized representative of that party. A party’s failure or delay in exercising any right or remedy shall not constitute a waiver of that or any other right or remedy, and any waiver shall apply only to the specific instance for which it is given.

27. Entire Agreement; Order of Precedence. Except as otherwise expressly stated in these Terms, the following constitute the complete and exclusive agreement concerning the transaction: the applicable PO, these Terms, the *OPEX Supplier Code of Conduct, Ethics, and Compliance*, and the *OPEX Supply Chain Regulatory Requirements*, the and any separate written agreement signed by authorized representatives of Buyer and Seller that expressly applies to the transaction.

Seller’s terms and conditions, whether contained in a proposal, quotation, acknowledgment, invoice, email, website, portal, or otherwise, shall not apply unless expressly incorporated into a separate written agreement or amendment executed by representatives of Buyer and Seller who are duly authorized to modify these Terms. Any such agreement or amendment must expressly state the parties’ intention to modify or override these Terms and specifically identify each provision being modified or overridden.

OPEX may amend or update the *OPEX Supply Chain Regulatory Requirements Specification* and the *OPEX Supplier Code of Conduct, Ethics, and Compliance* from time to time, including by posting a revised version on the Suppliers page of the OPEX website, without a separate signed amendment. Any such amendment or update shall apply prospectively from its stated effective date; provided, however, that an amendment or update shall not materially increase Seller’s costs or materially alter Seller’s obligations under an accepted PO without Seller’s written agreement, except to the extent reasonably necessary to address a change in a regulatory, safety, cybersecurity, or similar compliance requirement applicable to the Products or their supply.

In the event of a conflict or inconsistency, the following order of precedence applies: (a) any separate written agreement described above, but only to the extent it expressly modifies or overrides another applicable provision; (b) the PO, including the documents described in Section 1, as to transaction-specific terms such as Product type, quantities, prices, delivery requirements, and specifications; (c) these Terms; (d) the *OPEX Supply Chain Regulatory Requirements Specification*; and (e) the *OPEX Supplier Code of Conduct, Ethics, and Compliance*.

Nothing in the PO, these Terms, or any other document relieves Seller of any obligation imposed by applicable law or regulation.

28. Governing Law. Unless otherwise expressly stated in the PO, the PO, these Terms, and the contractual rights and obligations arising under them shall be governed by the laws of the State of New Jersey, without regard to conflict-of-laws principles. Nothing in the PO or these Terms excludes or limits any mandatory or overriding law or regulation that applies notwithstanding the parties’ choice of law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

Unless otherwise expressly stated in the PO, each party irrevocably submits to the exclusive jurisdiction of the state courts of New Jersey and, where federal subject-matter jurisdiction exists, the United States District Court for the District of New Jersey for any action or proceeding arising out of or relating to the PO or these Terms, and waives any objection based on venue or inconvenient forum, in each case to the fullest extent permitted by applicable law.

To the fullest extent permitted by applicable law, each party knowingly, voluntarily, and irrevocably waives any right to a trial



by jury in any action or proceeding arising out of or relating to the PO or these Terms.

29. Construction. Seller acknowledges that it has had the opportunity to review these Terms, obtain legal or other professional advice, and propose modifications before accepting the applicable PO. To the fullest extent permitted by applicable law, no provision of the PO or these Terms shall be construed against Buyer solely because Buyer drafted or proposed it.

30. Prior Version. These Terms are Version 2.0 and apply to POs issued on or after the effective date first set forth above (the "Effective Date"). These Terms replace Version 1.1, dated 7 March 2024 prospectively, which continues to apply to POs issued before the Effective Date. Seller may request a copy of any earlier applicable version from legal@opex.com.