

## U.S. PURCHASE ORDER TERMS AND CONDITIONS

### 1. Offer and Contract:

The following Terms and Conditions (the "Terms and Conditions"), together with the terms set forth on the face of the purchase order ("Order") other documents incorporated by reference in these Terms and Conditions or on the face of the Order, and such additional terms as are approved in writing by Buyer in a Change Notice issued under the Order, shall, when accepted, constitute the entire contract between Buyer and Seller. Capitalized terms used but not otherwise defined in these Terms have the meanings given to them in the Order. Other than as specifically set forth in the Order, if any terms and conditions in any Order conflict with these Terms and Conditions, the Terms and Conditions will prevail. An Order shall be deemed to have been accepted upon Seller's shipment of the materials, goods or products (collectively, "Products") identified herein, or (if such Products are to be specially manufactured for Buyer) upon Seller's commencement of the manufacture of such Products, or upon Seller's commencement of the performance of any tasks, functions or responsibilities to be performed by Seller under the Order (collectively, "Services"), whichever occurs first. Except as otherwise provided in these Terms and Conditions, any and all terms in any proposal, quotation, or other communication by Seller are hereby expressly rejected by Buyer and are of no force or effect.

### 2. Assignment; Subcontracting:

Except as set forth in the following sentence, Seller may not assign the Order or any benefits arising from the Order or assign, subcontract or delegate any duties or obligations under the Order without the prior written consent of Buyer. Notwithstanding the foregoing, Seller may delegate the sourcing or creation of raw materials (including castings, forgings, and rough welded structures) that are components of Products to be furnished under the Order.

### 3. Substitutions; Extras; Rescheduling:

No substitutions of materials or accessories may be made without Buyer's written consent. No charges for extras will be allowed unless such extras have been ordered in writing by Buyer and the price agreed upon. If Buyer notifies Seller of its desire to reschedule a shipping or delivery date, then without limitation of the "Changes" section, Seller will comply with Buyer's request unless such request is not commercially reasonable.

### 4. Information:

Unless otherwise agreed in writing between the parties: (I) any designs, drawings, Specifications, or other manufacturing information furnished by Buyer to Seller shall be deemed to be confidential to Buyer and to have been furnished solely for the performance of the Order and all copies of such information shall be returned to Buyer upon completion of the Order; and (II) any designs, drawings, Specifications, or other manufacturing information delivered by Seller to Buyer may be used by Buyer for

any purpose whatsoever. The foregoing shall apply notwithstanding the presence or absence of any contrary legend or statement on any of such information.

### 5. Terms of Payment:

The Products and Services shall be sold and provided at the prices specified in the Order. The prices in the Order are inclusive of all charges, and no additional charges of any type including shipping, packaging, labeling, testing, inspection, custom duties, taxes, tariffs, storage, insurance, boxing, and crating will be added without prior notice to and written consent from Buyer. Buyer shall not be responsible for interest, fees or other charges, including but not limited to late payment charges. Seller may not increase a price specified on an Order without prior written approval from Buyer. An approved price increase shall become effective 90 days after Seller's receipt of such approval, or as may be otherwise approved by Buyer in writing.

The date of payment shall, subject to any contrary terms on the face of the Order, be the period of time set forth in the Order (or if no such period of time is set forth in the Order, 90 days) computed from the later of: (I) Buyer's receipt of an acceptable invoice; or (II) Buyer's receipt and acceptance of the Products or Services, together with any required documents. Drafts will not be honored. Notwithstanding the foregoing, Buyer shall not be obligated to pay an invoice delivered more than 90 days after the end of the month in which (A) for Products, the Products were delivered or (B) for Services, the month in which the Services were performed.

Buyer shall have the right to set off and reduce the payment of any amount due under any Orders by the amount of (i) any claim that Buyer may have arising from a transaction under the applicable Order, (ii) any claims that Buyer may have arising from other transactions with Seller, and (iii) any claim by a third party against Buyer associated with the transaction under the applicable Order or other transactions with Seller (including any claims arising out of or related to (a) the bankruptcy of Seller, (b) the failure by Seller to pay any supplier, subcontractor, affiliate or third party and (c) any claims that are subject to the indemnification obligations of Seller under the applicable Order).

Seller represents and warrants that the price for the Products and Services is the lowest price charged by Seller to any of its external buyers for similar volumes of similar Products and Services. If Seller charges any other buyer a lower price, Seller must apply that price to all Products and Services under this Order. If Seller fails to meet the lower price, Buyer, at its option, may terminate this Order without liability.

### 6. Title and Risk of Loss:

Title to, and risk of loss of, each Product or part to be delivered hereunder shall, unless otherwise provided herein, pass from Seller to Buyer upon delivery of such product at the F.O.B. point designated on the face of the Order.

7. Delivery, Inspection and Testing of Products:

(a) As used in these Terms and Conditions, "Legal Requirements" means all applicable laws, ordinances, regulations, rulings, orders, decrees, standards, requirements, requests, policies, instructions or directions of any foreign, domestic, federal, territorial, state or local governmental authority, quasi-governmental authority, instrumentality, court, voluntary standard or self-regulatory organization, arbitral tribunal, commission, tribunal or organization or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing. Seller will comply with all Legal Requirements applicable to the packaging, labeling, storage, shipment, stocking, sale and resale of the Products and shall conform to the requirements set forth herein. Seller shall ensure that the Products arrive in a manner that satisfies all Legal Requirements and the customs authorities of the United States.

(b) As used in these Terms, "Specifications" refers to any documentation or material furnished by one party to the other party describing or classifying the Products or the Services, including functional, technical or operational specifications and designs. At no additional charge, Seller shall package, label, handle, load and secure the Products properly, in accordance with all Specifications and in a manner that will prevent damage to the Products during shipment, handling, and storage under reasonably foreseeable conditions.

(c) Unless otherwise specified in the Order, all Products will be delivered F.O.B. the Buyer destination specified in the Order. Unless instructed otherwise by Buyer, Seller shall (i) contract the mode of transportation of the Products specified by Buyer, (ii) ship the Products in accordance with the directions specified in the Order and any special shipping instructions issued by Buyer, (iii) ensure that each shipment of Products is accompanied by complete and accurate documentation, including, without limitation, shipping documents, import and customs documentation and similar documentation, in each case sufficient to conform to all applicable Legal Requirements for exporting the Products from the country of origin and/or exportation and thereafter entering it into the commerce of the United States of America and clearing through U.S. Customs, or as otherwise advised by Buyer in writing, (iv) ensure that all shipping documents bear Buyer's Order number, and (v) enclose a bill of lading and/or packing list with each shipment and, when more than one package is shipped, identify the package containing the bill of lading and/or packing list, placing the carton containing the bill of lading and/or packing list adjacent to the door of the container, and (vi) mark Buyer's Purchase Order number on all packages.

(d) Seller shall immediately notify Buyer upon becoming aware that Seller is in jeopardy of not delivering or shipping all or any portion of the Products on or before the delivery date or the shipping date, as applicable, set forth in the Order. If Seller fails to ship or to deliver, as applicable, all or any portion of Products on or before the delivery date or the shipping date, as applicable, set forth in the Order: (i) Seller shall use commercially reasonable efforts to ship such Products as soon as possible and to ensure that other

shipments are not delayed, and if other shipments are expected to be delayed, Seller shall provide Buyer with immediate notice identifying those shipments along with a written plan for minimizing the expected delays and resuming timely shipments; and (ii) Buyer may, in its sole discretion, (A) cancel the Purchase Order, in whole or in part, (B) purchase cover Products at Seller's sole cost, (C) negotiate a discount from any price to be paid by Buyer, and/or (D) deduct a charge-back. Any adjustment pursuant to (C) or (D) above shall be calculated and applied in addition to discounts applicable under the original Order, and all remedies stated above are without limitation of any other right available to Buyer at law or in equity.

(e) All material and work in progress shall be subject to inspection, testing, acceptance or rejection at all times and places and, when practicable, during manufacture as Buyer may demand. If any inspection or test, whether preliminary or final, is made on Seller's premises, Seller shall furnish, without additional charge, all reasonable facilities and assistance for safe and convenient inspections and tests required by the inspectors in the performance of their duty. All inspections and tests shall be performed in such manner as will not unreasonably delay the work. Buyer shall have the right to charge to Seller any additional cost of inspection and test when articles are not ready at the time inspection is requested by Buyer. Seller shall work within, and inspect to, tolerances and limitations specified on drawings and specifications covering the work and shall make such tests as are specified in the drawings or test specifications, unless deviation therefrom is authorized in writing by Buyer.

(f) All Products shall be subject to final inspection by Buyer after receipt by Buyer at destination. If any Product does not comply with any provision of the Order, a Legal Requirement, or a Seller Warranty, contains a Hazardous Condition, or if Buyer determines that the Products contains a non-conformity or is defective in any manner (including failure to conform to any warranty or covenant set forth in these Terms and Conditions) (each, a "Defect"), Buyer shall have the right to take one or more of the following actions: (i) accept the Products in their non-conforming condition, reduce the amounts payable for the Products by an amount that equitably reflects the reduced value of such Products, and require prompt correction thereof either by Seller, at Seller's risk and expense, or, upon authorization from Seller, by Buyer or a third party; (ii) reject and hold the Products at Seller's expense and require that Seller deliver conforming replacement Products at Seller's sole cost; (iii) reject the Products, return the Products to Seller at Seller's expense, and require that Seller repair the Products so that it is conforming at Seller's sole cost; or (iv) reject the Products and terminate the applicable Order, in whole or in part, return the Products to Seller at Seller's expense and refuse payment of the applicable invoice (or require reimbursement by Seller of all amounts paid by Buyer in connection with the purchase of the returned Products if and to the extent that any payment has already been made). If Buyer elects the remedy described in the foregoing (ii) or (iii) and Seller fails to deliver conforming replacement Products or repair the Products within a reasonable time, then Buyer may purchase cover Products at Seller's sole cost. The costs and risk of loss or damage associated with shipping rejected

Products to Seller or delivering replacement or repaired Products to Buyer will be borne by Seller. Refunds or credits issued for the purchase price of any rejected Products will be issued within ten days after Seller's receipt of such Products. The acceptance, rejection and/or exercise (or failure to exercise) by Buyer of its rights and remedies set forth in this Section will not affect any of Seller's warranty, indemnification, compliance or other obligations under these Terms and Conditions or the Order or the time periods applicable to them. Any delay or failure in discovering a Defect in the Products shipped under a Purchase Order shall not preclude Buyer from later exercising its rights under this Section, provided that Buyer gives prompt notice after such Defect is reasonably discovered by Buyer. Notwithstanding anything in these Terms and Conditions, Buyer expressly retains its right to pursue a claim or charge-back with Seller for shortage, damage, lack of timely shipment, other defect of freight, any Defect in the Products or any failure by Seller to comply with these Terms and Conditions. In the event of a dispute as to whether Products was returned by Buyer, the production of a bill of lading or comparable title document by Buyer with respect to such Products will constitute prima facie evidence that the Products was returned by Buyer, and Seller shall then have the burden to prove by clear and convincing evidence that such Products was not returned by Buyer.

8. Delivery, Inspection and Testing of Services:

Seller will perform the Services in a professional and workmanlike manner and at a level consistent with the professional standards used by first tier providers of substantially similar services. The Services will conform in all respects to the applicable Specifications. Unless otherwise set forth in the Order, within 60 days from receipt of any Services, Buyer shall have the right to review, operate and otherwise test the Services, as applicable, to determine whether such Services conform to the applicable Specifications. Buyer will provide Seller with a reasonably detailed written description of any objections relative to such Services. Seller and Buyer will review the objections, and Seller will provide Buyer with revised Services, as applicable, that meets the applicable Specifications, at no additional cost to Buyer, within 30 days of receiving such written objections. If Seller fails to correct the defects within such 30 day period, then Buyer may, in its sole discretion: (a) accept such Services upon the condition that Seller correct the nonconformities and satisfy the applicable Specifications in accordance with a remediation plan approved in writing by Buyer; (b) pay Seller an equitable portion of the fees allocated to the Services that reflects the extent to which such Services conform to the applicable Specifications; (c) accept the Services in their nonconforming condition, reduce Seller's charges allocated to the Services by an amount that shall equitably reflect the reduced value of the Services, or as otherwise agreed upon by the parties, and provide Seller notice of such reduction in the charges for the nonconforming Services; or (d) reject the Services (and any related or codependent Services) and obtain a full refund of any and all amounts paid to Seller under the Order for the rejected Services. In no event will use of the Services by Buyer during acceptance testing or otherwise prior to expiration of the testing period be deemed acceptance of the Services.

9. Changes:

Buyer shall have the right, from time to time, by its written notice (each a "Change Notice"), and without notice to Seller's surety or sureties, if any, to make changes or additions, within the scope of the Order, to (I) the drawings, Specifications, or instructions for the Products or Services, (II) the quantity, or (III) the time or method of delivery or shipment. Should any change so ordered cause a material increase or decrease in the cost of, or the time required for, the performance of any part of the work under the Order, an equitable adjustment shall be made in the Order price or time of performance or both. Seller shall, however, as a condition precedent to any right to such adjustment, submit a written claim for such adjustment to Buyer within 30 days of receipt of Buyer's Change Notice or after any other action of Buyer which Seller considers to constitute a change. Seller shall, unless written instructions to the contrary have been received from Buyer, proceed with its obligations under the Order and these Terms and Conditions as changed by the Change Notice without interruption and without awaiting settlement of any such claim.

10. Delivery; Delays:

The time or times of delivery and performance specified in the Order are of the essence. Any delay will be excused only to the extent that: (I) such delay is due to strike, fire, windstorm, riot, act of God, act of the public enemy, or other unforeseeable cause beyond the control and without the fault or negligence of Seller and if (II) Seller shall have notified Buyer in writing of the existence of such cause with five days of the commencement of the delay, giving all pertinent information concerning such cause. Unless otherwise provided in the Order, no delivery required hereunder shall be made more than seven days prior to the applicable delivery date and Buyer shall have the right to return earlier deliveries at Seller's risk and expense or to charge to Seller and additional costs sustained because of the same.

11. Termination; Cancellation:

(a) Buyer shall have the right to terminate the Order in whole or in part by written notice whenever it deems such action to be in its best interests. In the event of any termination other than a cancellation for default of Seller, if Seller, at the time of such termination shall have in stock or on firm Order any raw, semi-processed, or completed materials for use in fulfilling this contract or Order, then (I) in the case of completed materials Buyer may, at its option, either require delivery of all or part of the completed materials and make payment therefore at the contract price or (without taking delivery thereof) pay Seller the excess, if any, of the contract price over the market price at the time of termination; (II) in the case of raw or semi-processed materials, Buyer may, at this option, either require Seller to complete and deliver all or part of such materials at the contract price, or (without taking delivery thereof) pay Seller with respect to such raw or semi-processed materials which are properly allocable to the Order or contract a proportion of the contract price based on the stage of completion of such materials and reduced by the value of such materials at such

stage of completion; (III) in the case of materials which Seller has on firm Order hereunder, Buyer may, at its option, either take an assignment of Seller's rights under such Order or pay the costs, if any, of settling or discharging Seller's obligations under such Order. (b) The preceding paragraph (a) shall not limit any legal rights of Buyer to cancel the Order by reason of any default by Seller, and Buyer further reserves the right to cancel the Order without further liability for articles not accepted by Buyer in the event Seller, files or has filed against it a petition under the Federal Bankruptcy Act, suffers any receivership or other similar petition to be filed for or against it, or makes a general assignment for the benefit of its creditors.

## 12. Products Warranty:

The Seller represents, warrants and covenants to Buyer that:

(a) The Products and the design, manufacture, labeling and packaging (including all disclosures, warnings and disclaimers) of the Products (including, without limitation the packaging, labeling, and materials) complies with all Legal Requirements applicable to the Products or the manufacturing, distribution, sale, marketing, labeling, shipping, storage, and disposal of the Products. Seller's use of any artwork, designs, or other materials provided by Buyer or compliance with any requirements, specifications, or instructions provided by Buyer shall in no way limit, release, or waive Seller's obligation to fully comply, and deliver all Products in accordance, with all Legal Requirements.

(b) Without limitation of the Supplier Code of Conduct referenced below, Seller shall comply with and perform the obligations hereunder in a manner that complies with all applicable Legal Requirements.

(c) The delivered Products will be of good quality, material, and workmanship, merchantable, fit for its intended purpose (including any purposes as are expressed in, or reasonably inferable from, the specifications, drawings, or other descriptions which are a part of the Order), and free from any and all Defects.

(d) Seller is either the owner of the Products or is otherwise in possession of sufficient licensed rights to any of the proprietary information and intellectual property owned by third parties in and to the Products to permit Seller to sell and furnish the Products to Buyer pursuant to these Terms and Buyer shall receive the Products from Seller without any restriction whatsoever on the use by Buyer of the Products.

(e) Title to the Products shipped or sold to Buyer will pass to Buyer free and clear of all liens, charges, encumbrances, restrictions, or other third-party rights or restrictions.

(f) The Products will be free of Defects in design, processing, materials and workmanship and will strictly conform to the Specifications and any accepted product samples; provided, however, that this sentence will not apply to a Defect solely caused by (i) material alteration of the Product by Buyer without Seller's consent or (ii) the mishandling, improper servicing, or improper operation (if and as such handling, servicing, and operation are

described in the documentation for the applicable Products) of the Products by Buyer.

Seller's representations and warranties set forth in this Section 12 shall survive inspection, acceptance, payment, and delivery of the Products to Buyer. Issuance of express warranties by Seller to Buyer shall not be deemed to waive such other warranties as may be implied in law or fact or provided for by any applicable law or regulation.

During the warranty period for Products specified in the Order (or, if no warranty period is specified in the Order for a particular Product, then for a period of twelve months from acceptance) (the "Warranty Period"), at the election of Buyer and in Buyer's sole discretion, Seller will promptly repair or replace any Products that have a Defect ("Defective Products") or issue a refund or a credit for the purchase price of any Defective Products at Seller's election. Upon discovery of Defective Products during the Warranty Period, Buyer will promptly provide to Seller a written notice ("Notice of Defect") with a request for repair, replacement or a refund or credit of the purchase price of the Defective Products. If Seller fails to promptly repair or replace the Defective Products, then Buyer shall continue to have the right to require repair or replacement of the Defective Products or to receive a refund or credit of the full purchase price thereof, and to purchase cover Products at Seller's expense. Repaired and replaced Products delivered by Seller will be subject to these Terms and the Order and a new Warranty Period will take effect with respect to the repaired or replacement Products. Refunds or credits issued for the purchase price of any Defective Products will be issued within ten days after Seller's receipt of the Defective Products. The costs for any return or disposal of Defective Products will be at Seller's sole expense.

## 13. Liens:

Seller shall deliver the Products to Buyer free and clear of all liens, claims, and encumbrances.

## 14. Indemnification and Liability; Insurance:

To the maximum extent allowed by law, Seller shall (a) upon Buyer's request, assume the defense of any claims or suits against Seller its parents, subsidiaries, affiliates, employees or vendees (collectively, the "Indemnitees") arising out of or relating to (i) property damage, death, and personal injury related to the Products or Services purchased hereunder, (ii) the failure by Seller to fully comply with any representation, warranty or covenant under the Order or these Terms, (iii) Seller's or its agents' gross negligence, willful misconduct, fraud or violations of law, and (iv) any claim that the Products, Services, Specifications, any other information or materials provided by Buyer in connection with this Order, or the receipt or use by Buyer of any of the foregoing infringes, violates, or misappropriates any intellectual property or other proprietary right (collectively, "Claims"); and (b) indemnify and hold the Indemnitees harmless from and against any and all damages, losses, liabilities, products recalls, civil penalties, costs and expenses, including fees of attorneys and other professional advisors, in each case arising from or in connection with any Claim.

EXCEPT FOR DAMAGES THAT CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, BUYER SHALL HAVE NO LIABILITY WHATSOEVER TO SELLER OR ITS AFFILIATES FOR DAMAGES IN EXCESS OF THE AMOUNTS PAID BY BUYER FOR PRODUCTS OR SERVICES PURCHASED UNDER THE ORDER. BUYER SHALL HAVE NO LIABILITY IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT (INCLUDING LOSS OF PROFITS AND LOSS OF GOODWILL), EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, EVEN IF SUCH DAMAGES ARE FORESEEABLE OR IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE TO THE ALLOCATION OF LIABILITY SET FORTH IN THIS PROVISION.

For at least five years from the last delivery date of Products and the last date of performance of Services, Seller shall, at its expense, obtain and maintain in effect insurance coverage as set forth below and in the Order, pursuant to and in accordance with ISO Form Number GC 2010 11/85 or equivalent, together with a certificate of insurance that must be provided specifying such coverages:

- Comprehensive General Liability: \$5M per occurrence, \$5M aggregate
- Automobile Liability: \$5M Combined Single Limit – Bodily Injury/Property Damage
- Workers Compensation: Statutory
- Umbrella Liability: \$5M per occurrence, \$5M general aggregate
- **[FOR WASTE DISPOSAL OR PROPERTY REMEDIATION SERVICES ONLY]** Pollution Liability: \$10M each claim, \$10M aggregate. Coverage to include tail coverage for a period of three (3) years covering pollution conditions emanating from Seller's treatment, storage, or disposal locations
- **[FOR IT SERVICES ONLY]** Cyber Liability: \$10M per occurrence for each wrongful act for liability involving network security failures or privacy breaches including first and third-party business interruption losses
- **[FOR SELLERS WITH EMPLOYEES ON SITE AT BUYER'S LOCATION]** Employment Practices Liability: \$10M per occurrence and to include discrimination liability

SCHINDLER Holding, Ltd., SCHINDLER Elevator Corporation, and SCHINDLER Enterprises, Inc. shall be named as additional insureds on the above referenced policies where applicable and shall appear as such on the Certificate of Insurance. Insurance shall be provided with a waiver of subrogation in favor of the entities named as additional insureds. Insurance shall be primary over any other valid and collectible insurance. Coverage shall apply to claims brought anywhere in the world. Seller shall provide Buyer with 30 days prior written notice of any non-renewal, cancellation or other changes in Seller's insurance coverage which may impair Buyer's risk coverage hereunder. All such insurance shall be underwritten by an insurance company that is rated in the most recent edition of Best's Key Rating

Guide or such other rating agency guide as the equivalent of A-VII or better. Failure of Buyer to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Buyer to identify a deficiency from evidence that is provided shall not be construed as a waiver of Seller's obligation to maintain such insurance. The Named Insured on the certificate must match the Seller name on the Purchase Order. Seller shall provide evidence of insurance to Buyer upon request.

15. Buyer-Furnished Property:

The following additional provisions shall, unless specifically otherwise agreed in writing, apply with respect to any and all tools, equipment, material or other property used in the manufacture of Products or provision of Services which are supplied to or performed by Seller for Buyer or are specifically paid for by Buyer. All such property is referred to herein as Buyer-furnished. (a) Seller shall have the right to use all Buyer-furnished property without payment of rent in the performance of the Order or of other work for Buyer but shall not, without Buyer's written consent, use the same on any other work. (b) Title to all Buyer-furnished property shall at all times be and remain in Buyer, whether or not such property is attached to any real estate or other thing. Seller shall, upon request of Buyer and without additional charge, execute such financing statements, security agreements, or other instruments as may be necessary to make Buyer's title a matter of public record. Title to any such property which is procured or manufactured by Seller shall be deemed to vest in Buyer upon the earlier of (I) acquisition or completion of manufacture by Seller or (II) payment for the same by Buyer. Seller shall keep all Buyer-furnished property separate from all other property and clearly marked to show Buyer's ownership and shall do all things necessary to preserve Buyer's title thereto, free and clear of all encumbrances. Seller shall, upon completion of its receipt and, if necessary, installation of all Buyer-furnished property, submit to Buyer an itemized inventory showing the description, location, and identifying marks of each item or group of similar items included among such property. Buyer shall have the right, at such reasonable times as it may choose, to enter Seller's premises and inspect any and all such Buyer-furnished property. Should Seller fail to perform the duties imposed upon it by this section (b) or should Buyer at any time have reason to believe that its title to, or right to the possession of, any Buyer-furnished property is threatened, Buyer shall have the right, in addition to any other remedies provided by law, to enter upon Seller's premises and remove any or all such property, with or without the decree or Order of any court. Upon completion, termination, or cancellation of the Order, Seller shall, on the request of Buyer, properly pack any or all such property and ship the same, F.O.B. Seller's plant, to such destination as may be designated by Buyer. (c) Seller shall, at its own expense, perform all maintenance work, repairs, and replacements which may be necessary with respect to any Buyer-furnished property so that the same may remain suitable for the use contemplated hereby and may, at the time required by the Order, be returned to Buyer in as good condition as when received, except for reasonable wear and tear and for any consumption of materials necessarily resulting from their use. Seller

shall segregate and collect in one location all Buyer-furnished material which is not actually contained in the finished parts and shall dispose of the same as Buyer may direct, except that the value of chips and cuttings shall be taken into consideration by Seller in establishing its price and they shall be used or disposed of as Seller may elect. Seller shall give buyer prompt written notice of any Buyer-furnished property which has been supplied by Buyer to Seller and which, upon delivery to Seller, is found to be defective, and the correction or replacement of such defective property shall be accomplished at buyer's expense, in such manner as Buyer may direct in writing. (d) The risk of loss or damage to any and all Buyer-furnished property shall be upon Seller from the time when the same is delivered to it, or, in the case of property procured or manufactured by Seller, from the time when title to the same vests in Buyer, until such property is returned to Buyer in the manner required hereunder. (e) Buyer shall not be liable for loss, damage, detention, or delay resulting from causes beyond its control, with respect to any buyer-furnished property to be delivered by it to Seller, and Seller's acceptance of any such property upon delivery shall constitute a waiver of all claims for delays. (f) Seller shall assume the defense and indemnify Buyer against any and all liability for damage to property or injury to or death of persons arising from or incidental to the presence or use of Buyer-furnished property, whether such damage, injury, or death be caused by defects in the property, negligence in the use thereof, or otherwise.

16. Subcontracts Under Government Contracts and Equal Employment Opportunity:

(a) When the Products or Services to be delivered, provided, or performed hereunder are related to Buyer's performance under a government contract or subcontract thereunder, the Seller shall comply with all applicable "flow down" provisions including but not limited to Federal Acquisition Regulation and agency supplement clauses of Buyer's government contract or subcontract. Such "flow down" provisions are hereby incorporated into and made a part of this agreement (b) All subcontractors, vendors and suppliers are hereby notified that it is the policy of the Schindler Elevator Corporation to provide equal employment opportunity and to adhere to federal, state and local laws pertaining thereto. It is requested that appropriate action be taken on the part of all Schindler Elevator Corporation subcontractors, vendors and suppliers to insure adherence to such laws. (c) The Seller shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. This contractor and Seller shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veteran and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

17. Work on Buyer's Premises:

When Seller will send its employees onto Buyer's premises during the performance of the Order, the additional supplementary terms set forth in Appendix A incorporated herein shall apply.

18. General:

The Order shall be governed by, and construed according to, the laws of the State of New Jersey (excluding New Jersey rules regarding conflict of laws). Buyer and Seller agree to submit all disputes arising between them to a state or federal court located in New Jersey, and the parties consent to the exclusive jurisdiction of the New Jersey courts. Unless the contrary is specifically stated, all rights and remedies provided therein shall be in addition to, and not in place of, those provided by applicable law. The titles of the articles set forth above are for convenience only and shall not be applied to limit or restrict the meanings of the same.

Seller shall not use the names, logos, trademarks or service marks of Buyer or any of Buyer's affiliates, make any claim that Buyer or any of Buyer's affiliates endorse Seller or Seller's Products or Services, or put forth any press release or public statement regarding Buyer or Buyer's affiliates or the Order without Buyer's prior written consent.

Each of the parties shall perform its obligations under the Order and these Terms and Conditions as an independent contractor. Nothing herein contained shall be deemed to create an agency, joint venture or partnership relationship between the parties.

A party's failure at any time to enforce any of the provisions of these Terms and Conditions or any right or remedy available hereunder or at law or equity, or to exercise any option herein provided, will in no way be construed to be a waiver of such provisions, rights, remedies or options or affect the validity of the Order or these Terms and Conditions. The exercise by either party of any rights, remedies or options provided hereunder or at law or equity shall not preclude or prejudice the exercising thereafter of the same or any other rights, remedies or options. The Order and these Terms and Conditions bind the parties and their parents, subsidiaries, affiliates, successors, and assigns.

The provisions of these Terms and Conditions shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provision hereof. To the fullest extent permitted by law, if any provision of these Terms and Conditions, or the application thereof to any person, entity or circumstance, is invalid or unenforceable (i) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (ii) the remainder of these Terms and Conditions and the application of such provision to other persons, entities or circumstances shall not be affected by such invalidity or unenforceability.

Expiration or termination of these Terms and Conditions or the Order for any reason will not release either party from any liabilities or obligations under these Terms or the Order which (i) the parties have expressly agreed will survive any such expiration or termination, or (ii) by their nature would be intended to be applicable following any such expiration or termination.

19. Authority:

Wherever the word "Buyer" appears in these Terms and conditions with respect to authorization for such items as (i) assignment; subcontracting (ii) substitutions; extras (iii) changes and (iv) termination; cancellation, the word is deemed to mean, and only mean, Buyer's Purchasing Department. No other person or department of Buyer is so authorized to act. Claims by Seller for adjustment, increases and increments to price or for added costs resulting from the foregoing items will not be allowed unless they said authorization shall have been duly granted in writing prior to implementation by Buyer's Purchasing Department.

20. Passwords and Electronic Purchase Orders.

It is the sole responsibility of Seller to protect the security of all user ID's and/or passwords issued to Seller for the purpose of accessing and acknowledging computer-stored purchase Orders, or purchase data regarding its account(s). Seller shall be responsible for and shall be liable for all damages incurred by Buyer related to the

unauthorized use of ID's and/or passwords issued to Seller. Access to or use of Buyer's computer service or computer-stored data without the express written permission of Schindler Elevator Corporation, or the use of this computer service outside the scope of permission granted by Schindler Elevator Corporation constitutes a crime punishable by law.

21. Agreement to and Acknowledgement of Buyer's Code of Conduct

Seller hereby acknowledges and agrees to be bound by Schindler Elevator Corporation's Supplier Code of Conduct available at <https://us.schindler.com/en/about-us/suppliers.html>, as may be updated from time to time at Buyer's sole discretion.

## APPENDIX A

### U.S. PURCHASE ORDER TERMS AND CONDITIONS

#### Access to and Use of Buyer's Facilities

To the extent reasonably required to enable Seller to deliver the Products or perform the Services hereunder, Buyer will provide Seller with access to and use of Buyer's applicable facilities. Seller shall provide to Buyer in advance all information required or requested by Buyer with respect to such Seller personnel that will be onsite at Buyer's facilities. Seller's personnel shall comply with all security, health and safety, and other policies, programs and protocols or other Buyer requirements applicable to persons located at or visiting such facilities. Seller shall take all reasonable precautions for the safety of its personnel and shall provide to its personnel all reasonable protection (including protective clothing and equipment) to prevent damage, injury or loss to any Seller personnel while such persons are onsite at such Buyer facilities. Seller shall be liable for, and shall fully defend, indemnify and hold Buyer and its affiliates harmless from, any and all damage, injuries or deaths caused and/or suffered by any Seller personnel arising in connection with any visit by such personnel to Buyer's facilities, except to the extent that such damage, injury or death is caused by Buyer's violation of applicable law, gross negligence or willful misconduct.