

## 1. Definitions

- “Buyer” means BAM Inc.
- “Goods” means all goods, items, parts, products, materials, or services described in the Purchase Order.
- “Purchase Order” this Purchase Order along with these Terms and Conditions, and any referenced, supplemental provisions, drawings, technical data, specifications, statement of work, quality provisions and other documents incorporated to it.
- “Ship Date” The date identified in this Purchase order for shipment of Goods or performance of services.
- “Vendor” means the person or entity to whom this Purchase Order is placed.

## 2. Entire Agreement

This Purchase Order constitutes complete and entire agreement between the parties. No agreement or understanding varying, contradicting, or extending these terms or conditions, including Vendor provided terms and conditions included within a quote, proposal, order acknowledgement, or like document, will be binding unless expressly incorporated in this Purchase Order. and Buyer expressly rejects any different or additional terms.

## 3. Acceptance

Vendor accepts this Purchase Order by any of the following events: (1) acknowledgment in writing, (2) commencement of performance or (3) partial or complete delivery of Goods.

## 4. Price

The price for goods is as expressed in this Purchase Order and is inclusive of any packaging, risks, cost to manufacture or to provide the Goods on the Ship Date.

## 5. Delivery

Time is of essence in the execution of this Purchase Order. Vendor agrees to provide, sell and ship to Buyer the Goods by the Ship Date. Any costs to meet this date will be at Vendor's expense unless specifically stated differently in this Purchase Order. Vendor shall be liable for all direct and consequential damages, losses, costs, or expenses resulting from failure to deliver Goods in the specified due date.

## 6. Ownership

Any materials, patterns, dies, jigs, fixtures, tooling, technical data, specifications, statements of work, drawings, any other physical or intellectual property whatsoever supplied to Vendor by Buyer or developed by Vendor specifically for the supply of Goods to Buyer, shall be and remain the property of the Buyer and must not,

without the Buyer's written consent, be used for or in connection with the production of any Goods whatsoever other than as ordered by the Buyer. The Vendor shall ensure that such items are always identified as the property of the Buyer and must be returned to the Buyer immediately on demand.

## 7. Confidentiality

All the contents of this purchase order as well as any referenced, supplemental provisions, drawings, technical data, specifications, statement of work, quality provisions and other documents incorporated herein are considered confidential. If this order results in entry by the Vendor's employees or its sub-contractors onto the Buyer's facility they must treat as confidential any technical or commercial know-how, processes, specifications, or other information which comes into their knowledge. Confidential information is not to be disclosed to any third party at any time without the buyer's explicit and written permission. Vendor will use the same level of care, but not less than reasonable care, to maintain the confidentiality of transmissions and documents of any kind from Buyer, as it would use for its own documents of like kind and importance. Under no circumstances shall Vendor utilize an artificial intelligence technology (AI Technology) to review, analyze, interpret, store, process or catalogue any information including, but not limited to, the terms of this Agreement, information related to this Agreement, technical data, Proprietary or Confidential Information, business or customer information, provided under this Purchase Order. AI Technology includes, but is not limited to automated decision-making tools, Generative AI systems (e.g. ChatGPT, Bard, DeepSeek or other similar technologies), AI-powered analytics, monitoring, or recommendation systems, or AI-driven tools in communications or interactions. The violation of this clause shall result in immediate breach of this Purchase Order and Seller shall indemnify buyer for any and all claims, losses, and demands resulting from the breach.

## 8. Quality

Vendor warrants that the Goods manufactured or provided are free of defects of material, workmanship and meet all requirements in the Purchase Order and its incorporated documents. Goods that do not meet these standards are collectively called “Nonconforming Goods.” Vendor shall maintain adequate records of all inspections, tests and any corrective action taken by Vendor with respect to Nonconforming Goods. Vendor shall operate under a quality assurance system which assures that all Goods delivered to Buyer conform to the requirements of the Purchase Order, and “BAM's Vendor Quality Requirements”, whether manufactured or provided by Vendor or its subcontractors. A copy of “BAM's Vendor Quality Requirements” is available upon request.

**9. Warranty**

Vendor Warrants that the Goods will be free from defects in material, workmanship, meet all requirements in the Purchase Order and operate as intended for a period of at least 12 months from Ship Date. Should Vendor offer a period of Warranty as a normal business practice that is longer than 12 months, that longer period will apply to this Purchase Order instead. This Warranty survives delivery, inspection, acceptance, usage, and payment by Buyer.

**10. Nonconforming Goods**

Should any Goods delivered under this Purchase Order be Nonconforming in any manner upon delivery or during the Warranty period, Buyer will make a determination to return or repair the Goods. All direct, incidental, consequential, and other damages, losses, costs, charges, and expenses associated with return or repair of non-conforming goods shall be the responsibility of Vendor and may be deducted by Buyer from any amount due to Vendor.

**11. Hazardous material identification**

Whenever required by applicable law or by Buyer's request, Vendor shall promptly furnish to Buyer a Material Data Sheet that complies with OSHA Hazard Communications Standard 29 CFR 1910.1200 or in such form and detail as Buyer directs. Prior to, and together with, the shipment of the Goods, Vendor shall furnish to Buyer and all carriers sufficient written warnings and notices (including appropriate labels on the Goods and packaging) of any hazardous material that is an ingredient or a part of any of the Goods as well as any special handling instructions, safety measures and precautions necessary to comply with applicable law and to best allow Buyer and all carriers to prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the Goods or packaging material.

**12. Indemnities**

The Vendor shall indemnify and hold harmless the Buyer from any loss, damage, and expense, including all legal fees, incurred, or sustained by the Buyer, which is caused by or arises as a result of any defects or Non-conformances in the Goods, by negligence of the Vendor or his subcontractors, any intellectual property infringement or by failure of the Vendor or his subcontractors to conform to the terms of this Purchase Order or applicable statutory law, duty, or regulation. Buyer's failure to identify a defect or Non-conformance does not constitute Buyer's acceptance of such Goods, limit Buyer's right to assert any remedy available to it or relieve Vendor of any of its warranties or obligations under the Purchase Order.

**13. Changes**

Buyer may, with a written modification to the Purchase Order, change the drawings, technical data, specifications, statement of work, shipment method, delivery location, Ship date, or require additional or diminished Goods. The criteria for acceptance of these changes is the same as Article 3 of these Terms and Conditions. If any change causes an increase or decrease in the cost of, or the time required for, performing the work under this Purchase Order, an equitable adjustment will be made to the Purchase Order price, ship date or both. Notwithstanding any disagreement between the Parties regarding the impact of a change, Vendor will proceed diligently with its performance under this Purchase Order pending resolution of the disagreement.

**14. Insurance**

Vendor shall have in place comprehensive general liability insurance, product liability insurance and employer's liability insurance for amounts acceptable to the Buyer and shall provide evidence of such insurance upon request.

**15. Termination**

The Buyer shall be entitled at any time, with 14 days' notice in writing, to terminate this Purchase Order. On any such termination, Vendor shall be entitled to be paid the sums under the terms of the Purchase Order for work done and Goods delivered up to the date of termination as well as the reasonable direct out-of-pocket costs incurred by Vendor in connection with finished work, work-in-process and other parts and materials produced or acquired pursuant to this purchase order. The Vendor will not be entitled to any other payment and shall promptly return all Buyer Property.

The Buyer shall be entitled without liability to the Vendor to terminate the Purchase Order immediately for: a) the Vendor's default, b) if the Vendor fails to perform any condition or requirement of this Purchase Order and, if capable of remedy, fails to remedy such breach within 14 days of written notice; or c) if in Buyer's sole judgment Vendor's financial or other condition or progress on the Purchase Order shall be such as to endanger the quality of the Goods or Vendor's timely performance.

In the event of termination for the Vendor's default: a) The Buyer shall have the right to use or have used without charge any technical information and intellectual property rights of the Vendor or its sub-contractors necessary for it to continue the provision of the Goods, including all services contracted for under Buyer's order; b) The Vendor shall reimburse the Buyer any claims and excess procurement costs incurred by the Buyer as a result of the Vendor's default, and the Buyer shall be entitled to set off any such claims and costs against amounts owed to the Vendor; and c) The Vendor shall provide the Buyer or its nominee without charge with such assistance as the Buyer requires to facilitate transfer of provision of the Goods, including all services contracted for under Buyer's Purchase Order(s), to another provider.

**16. Labor**

Vendor certifies that in its operations and that of its subcontractors, no labor used to produce or provide Goods is forced, coerced or otherwise obtained involuntary.

**17. Compliance with Law**

Vendor shall comply and ensure its sub-contractors comply with all applicable laws and regulations including environmental, health and safety laws and regulations. Vendor shall indemnify and hold harmless the Buyer from and against all damages, costs, losses, charges, expenses, or liabilities whatsoever caused by or arising out of any breach by the Vendor or its subcontractors of any laws and regulations.

**16. Governing Law and Resolution**

This Purchase Order is governed and construed in accordance with the laws of the State of Tennessee, United States of America, excluding any choice of law principle that might result in the application of the laws of another jurisdiction. In the event a dispute between the parties arises out of or in connection with this Purchase Order, the parties shall attempt to resolve the dispute through good faith negotiations during a period of sixty

(60) days (or such other time period as the parties may mutually agree in writing) after a party first gives written notice of the dispute to the other party. If the parties are unable to resolve the dispute, the parties shall discuss during such period and consider in good faith whether to submit the matter to a neutral third party, who is trained in dispute resolution and who is located at a neutral site in the United States, to assist the parties in resolving the dispute. Neither party shall file or otherwise commence a lawsuit or other formal legal proceeding unless the foregoing provisions have been complied with; provided, however, that nothing in this paragraph shall preclude a party at any time from filing a lawsuit or commencing a legal proceeding to obtain injunctive relief, to avoid a statute of limitation, or to join the other party in any litigation commenced by a third party related to this Purchase Order.

Pending resolution of any such dispute by settlement or by final judgment, Vendor shall proceed diligently with performance unless otherwise directed by Buyer in writing