

GENERAL TERMS AND CONDITIONS OF PURCHASE (04-2024)

1. Acceptance of Purchase Order

This Purchase Order, including the specific order terms which are incorporated herein by reference (collectively, the "Order"), constitutes the terms and conditions by which the Freudenberg entity designated as the buyer on the Order ("Buyer") is to purchase from the party designated as the vendor in the Order ("Seller") the products described on the Order ("Products"). Seller shall promptly acknowledge receipt of this Purchase Order. Seller shall be deemed to have accepted this Purchase Order by any reasonable indication of acceptance, including without limitation (i) if it fails to object to Buyer, in writing, within five (5) days of receipt of this Purchase Order, or (ii) if it ships the Products to Buyer. Seller's acceptance, however made, is expressly limited to the terms of this Order, and Buyer objects to all additions, exceptions, or changes to these terms whether contained in any printed form of Seller or elsewhere unless expressly approved by Buyer in writing. Any terms and conditions set forth on the front side of the Order shall control over any inconsistent terms or conditions below hereof.

2. Delivery

Unless otherwise directed by Buyer in writing, all deliveries of Products purchased hereunder shall be "delivery at place" (DAP) (INCOTERMS 2020) point of destination. No tender of delivery of Products shall be deemed made to Buyer, and no liability or obligation to inspect the Products shall be imposed on Buyer, unless and until the Products are tendered in precise conformity to the specifications and instructions of the Order (including, but not limited to, specifications and instructions relating to kind, quantity, quality, assortment, labeling and packaging, delivery, shipping, routing, and conformity to specifications, designs, and samples). Delivery of Products shall be in accordance with the delivery schedule set forth on the Order. The time of delivery is of the essence. If Seller's deliveries fail to meet the schedule specified by Buyer, Seller shall, at its expense, upon Buyer's request ship the Products by express shipment, and Seller shall pay the difference between regular freight and express rates (without limiting any other remedies available to Buyer). Seller shall bear the risk of loss and damage until the Products are delivered and accepted by Buyer. Partial shipments are not allowed unless specifically noted by Buyer in this Order. Complete and detailed packing slips must accompany all shipments.

3. Labeling, Packaging

All Products shall be labeled and packaged in accordance with industry standards for container shipment, and any instructions provided by Buyer, including Buyer's part number on all packing slips and Purchase Order on all shipping labels.

4. Non-Conforming Products; Over-Shipments; Substitutions

All Products rejected by Buyer may, at Buyer's discretion, be (i) returned to Seller at Seller's expense, (ii) held by Buyer at Seller's risk and expense, or (iii) accepted by Buyer at an appropriate reduction in price. Buyer may reject other shipments in its sole discretion. Buyer reserves the right to accept some Products in a shipment and reject others. No substitutions of any Products may be made without Buyer's written consent. No charges for extra Products will be allowed unless such Products have been ordered in writing by Buyer and the price agreed upon by Buyer in writing.

5. Price

The price for the Products supplied shall be the amount designated on the Order. VAT is not included in the price. Unless otherwise specified, such price includes all charges for cartage, packing, boxing, labeling, hauling, storage, transportation to point of delivery, freight insurance, taxes, and installation. Seller warrants that the prices in this Order are no greater than those currently charged to any other buyer for similar quantities of Products; and Seller agrees that it will notify Buyer in writing of any price reduction extended to others by Seller prior to delivery of the Products and that it shall also extend such reduced price to Buyer from the date that price was first extended to any third party.

6. Payment

Unless otherwise set forth on the Order, Seller shall invoice Buyer upon acceptance of the Products by Buyer. Buyer choose to pay Seller the price for Products set forth in Section 5 within sixty (60) days net or the 5th in 2 months due net after receipt of Seller's invoice. All payments shall be made in U.S. Dollars to Seller.

7. Cancellation; Changes

Buyer reserves the right to cancel all or any part of this Order prior to acceptance of the Products, for any reason, including at its convenience,

upon written notice to Seller, without liability. Buyer may reschedule delivery of the Products under this Order in whole or in part at no additional charge, provided notice is given prior to the shipment date. Buyer may also at any time make changes in the scope or quantity of the Products, in which event Seller must, within 10 days of Seller's receipt of notice of such changes, notify Buyer of any request for an equitable adjustment to the price or delivery terms to reflect changes in Seller's cost or delivery schedule caused by the changes.

8. Warranties

In addition to all warranties provided by law, Seller expressly warrants, for a period of 24 months, that the Products shall be (i) produced in full compliance with Buyer's specifications and instructions (including without limitation those stated in this Order); (ii) produced to have all the same properties as any samples furnished by or supplied to Seller; (iii) free from defects in design, fabrication, material, workmanship, and manufacture; (iv) merchantable and fit for the purposes intended by Buyer; (v) free from infringement of any patent, copyright, trademark or other proprietary right of a third party; (vi) manufactured, labeled, sold and shipped in compliance with any and all applicable laws, rules and regulations of governmental authorities (including, without limitation, import/export and customs clearance regulations, consumer product safety regulations, environmental laws, equal opportunity laws, child labor laws, and other governmental requirements relating to working conditions); and (vii) free and clear of any security interests, liens, claims or encumbrances. All warranties and remedies shall be available to Buyer, its affiliates, and their customers and all such warranties shall survive any delivery, inspection, acceptance, or payment by Buyer.

9. Indemnification

Seller shall indemnify and hold Buyer, its affiliates, partners, directors, officers, employees and agents, harmless from any and all claims, suits, actions, liabilities, damages, losses, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or relating to any (i) actual or alleged breach of any express or implied warranty, covenant and obligation of Seller; (ii) failure of Seller to deliver the Products on a timely basis in precise conformity with the terms and conditions of this Order; (iii) negligence or any act or omission of Seller in connection with this Order; (iv) claims regarding warnings or failure to warn of Product dangers; (v) claims that the Products are a substantial product hazard and should be repaired or replaced; (vi) injury to person or damage to property occurring as a result of any defect in the Products; and (vii) Product recalls (including direct and indirect costs associated therewith).

10. Insurance

Seller shall maintain for a period of three (3) years after the date of this Order, commercial general liability insurance, including without limitation coverage for products liability/completed operations, contractual liability and personal injury liability, with a limit per occurrence of not less than One Million U.S. Dollars (\$1,000,000.00) and an aggregate limit in an amount of not less than Three Million U.S. Dollars (\$3,000,000.00). Seller shall provide Buyer with certificates evidencing that the insurance required under this Section is in force, upon request from Buyer.

11. Confidentiality

Seller shall not disclose, communicate or otherwise divulge, directly or indirectly, any information (including, without limitation, any of Buyer's specifications, drawings, financial data, engineering plans, customer-related information, designs, trade secrets, know-how, the terms of this Order, or the fact that Seller is selling the Products to Buyer) relating to Buyer or Buyer's products which is acquired by Seller as a result of its provision of Products pursuant to this Order. Such information shall be used solely for the purpose of providing the Products to Buyer and for no other purposes whatsoever, and shall remain solely Buyer's property. Seller shall return such information to Buyer upon request, or upon termination or completion of this Order.

12. Ownership of Proprietary Materials

In the event Seller develops any designs, improvements, inventions, works of authorship, or other concepts or items ("Developments") in connection with this Order, Seller agrees to assign to Buyer all right, title and interest in and to such Developments (including any associated copyright, patent and other intellectual property rights). Seller agrees to execute and deliver to Buyer any and all documents requested by Buyer to confirm Buyer's complete ownership of such Developments.

13. Buyer Tooling and Materials

In the event Buyer provides Seller with any raw materials, tooling, equipment, drawings, schematics, dies, patterns, or other items ("Buyer Items") in connection with this Order, Seller acknowledges that all such Buyer Items shall remain the sole and exclusive property of Buyer and are provided to Seller on a commercial bailment basis. Seller agrees that it shall use such Buyer Items solely for the purpose of manufacturing the Products covered by this Order for the benefit of Buyer. Seller shall keep such Buyer Items in a safe, secure and appropriate location, segregated and separate from all other property, goods, or materials owned by Seller or any third parties. Seller shall clearly identify all such Buyer Items as the property of Buyer. Seller shall keep all such Buyer Items free and clear from any and all voluntary and involuntary liens, security interests, and encumbrances. Seller hereby waives any rights it may have now or in the future to claim a lien, security interest, or other encumbrance on such Buyer Items. Seller shall be responsible for exercising due care with respect to all such Buyer Items provided to Seller. Seller shall be liable for any loss or damage to such Buyer Items. Buyer shall have the right, at any time and for any reason, to require Seller to return all or any portion of such Buyer Items.

14. Inventory; Discontinued Sales

Seller agrees to maintain a reasonable amount of buffer inventory of the Products ordered by Buyer during the one (1) year period after delivery of the Products under this Order. In the event Seller discontinues the sale of any Products within one (1) year after delivery of the Products under this Order for any reason, Seller shall give Buyer at least ninety (90) days prior written notice of such Product discontinuance, during which time Buyer shall have the option (but not the obligation) to place additional orders for such Products.

15. Compliance with Laws

Supplier will at its expense comply with all federal, state, provincial, local and foreign laws, orders, rules, regulations and ordinances, including import and export laws and regulations, that may be applicable to Supplier's performance of its obligations under this Contract; and shall identify and procure required permits, certificates, licenses, insurance, approvals and inspections in performance of this Contract. Any provision which is required to be a part of this Supplier shall provide Buyer with material safety data sheets for Products and all other information required to comply with applicable laws, including requested certificates for country of origin and trade agreement documentation (e.g., USMCA or Manufacturing Affidavits). For programs involving the supply of goods or services to the US Government, Supplier shall accept the flow-down of applicable Federal Acquisition Regulations and shall maintain the capability to meet all of the requirements of such regulations including, without limitation, requirements as to cost and pricing data, truth in negotiation and procurement integrity. If applicable to this purchase order or subcontract, the affirmative action clause for disabled workers (41 CFR § 60-741.4), the equal opportunity clause in Section 202 of Executive Order 11246, and the affirmative action clause for disabled veterans and disabled veterans of the Vietnam Era (41 CFR § 60-250.4) are hereby incorporated herein by reference. Further, if applicable, Seller agrees to file Standard Form 100 (EEO-1) and the VETS-100. Additional or more specific legal compliance and/or social responsibility provisions may be added to this Contract in: (a) an attached COMPLIANCE WITH LAWS ADDENDUM; (b) Buyer's Guideline for

Suppliers furnished to Supplier by Buyer; (c) a purchase order; or (d) published on Buyer's website.

16. Remedies

If Seller defaults in the performance of this Order, or is in breach of any of its express or implied warranties, Buyer shall be entitled to all remedies available at law or in equity. All rights and remedies of Buyer are cumulative. Payment for all or any part of the Products shall not be deemed a waiver of Buyer's rights and remedies with respect to defective or nonconforming Products, including without limitation Buyer's right to reject the Products, revoke acceptance of the Products, to cancel future deliveries of the Products, and to recover direct, indirect and consequential damages by reason of any defect in the Products.

17. Applicable Law

This Order, the purchase and sale of Products and any dispute or controversy relating thereto, shall be governed and construed according to the laws of the State of Kentucky, excluding its conflict of law principles; and shall not be governed by or construed under the provisions of the 1980 United Nations Convention on the International Sale of Goods. Each party irrevocably submits to the jurisdiction of the State of Kentucky and hereby waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding.

18. Dispute Resolution

Except for disputes relating any breach of confidentiality hereunder or for the misuse or infringement of Buyer's intellectual property rights, in the event of a dispute or disagreement between Seller and Buyer arising out of or relating to this Purchase Order (a "Dispute"), such Dispute, upon the written request of either party, shall be referred to the chief financial officers of each party or their respective designees. The chief financial officers or their respective designees shall promptly meet in good faith to resolve the Dispute and if they do not agree upon a resolution within thirty (30) calendar days after the reference of the Dispute to them, then such Dispute, upon written notice from one party to the other of its intent to arbitrate, shall be submitted to and settled exclusively by final and binding arbitration in lieu of any judicial proceeding; provided, however, that nothing contained in this Section shall preclude any party from seeking or obtaining from a court of

competent jurisdiction (a) injunctive relief, or (b) equitable or other judicial relief to specifically enforce the provisions of the Contract or to preserve the status quo prior to the event(s) leading to the Dispute. Arbitration shall be conducted in Nashville, Tennessee by a single arbitrator chosen by the parties under the rules of the American Arbitration Association existing at the date of submission of the Dispute to arbitration. The arbitration award shall be binding and enforceable against Supplier and Buyer and judgment may be entered thereon in any court of competent jurisdiction.

19. Records; Audits

Seller shall, at all times, keep accurate records of all Products manufactured and sold under this Order for a period of five (5) years. Buyer and its customers shall have the right, at all times, during Seller's normal business hours, in a manner that does not unduly interfere with normal operations and that is respectful of/consistent with Seller's security policies/procedures, to observe, inspect, and/or audit Seller's premises, manufacturing and quality control processes, and records, relative to Products supplied pursuant to this Order.

20. General

Seller may not assign this Order or subcontract any of its rights, Seller may not assign this Order or subcontract any of its rights, obligations or responsibilities under this Order (by merger, operation of law or otherwise) to any third party without Buyer's prior written consent.

Buyer's failure to enforce its rights as to any violation of any provision (or part thereof) of this Order shall not be deemed a waiver or abandonment of its right to enforce its rights as to any other violation of the same or any other provision. This Order may be amended only by a written instrument signed by an authorized representative of Buyer. Any provision found invalid or unenforceable will not affect the validity or enforceability of any other provision and the invalid provision may be judicially modified to the extent enforceable.

**COMPLIANCE WITH LAWS ADDENDUM
(include with these Purchase Order Terms & Conditions and/or in Buyer's Guideline for Suppliers)**

Export / Import

Supplier agrees to comply with all applicable export and import laws and regulations and any requirements of Buyer with respect to the import, export, re-export, or transfer of Products. Products or technical data provided or received under this Contract may be subject to the provisions of the U.S. Export Administration Act, 50 USC 2401- 2420, including the Export Administration Regulations, 15 CFR 730-774 ("EAR"); the U.S. Arms Export Control Act, 22 USC 2751-2780, including the International Traffic in Arms Regulations, 22 CFR 120-130 ("ITAR"); the Regulations of the Office of Foreign Assets Control of the U.S. Treasury Department, 31 CFR 500-599; the Regulations of the Bureau of Alcohol, Tobacco, and Firearms, 27 CFR 447-555 ("ATF"); the Homeland Security Act of 2002, including the U.S. Customs and Border Protection Regulations, 19 CFR 1-199 ("CBP"); as well as any applicable export or import requirements of other jurisdictions regardless of whether such products or technical data are of U.S. or non-U.S. origin. Supplier shall obtain or produce any necessary export or import authorizations to support deliveries under this Contract. Supplier will provide to Buyer the export commodity classification or original design intent information (for Supplier's design authority items), Harmonized Tariff Schedule ("HTS") numbers, and country of origin information for the Products. Supplier shall support all import document requirements as necessary. Supplier will assist Buyer's efforts to participate in Trade Programs such as the United States Mexico Canada Agreement (USMCA), including producing Certificates of Origin and Manufacturer's Affidavits. Supplier will meet the country of origin marking requirements for all Products. Supplier shall comply with all Customs Trade Partnership Against Terrorism (C-TPAT) requirements if applicable and reasonably required by Buyer. Supplier will comply with all CBP pre-file import requirements according to the mode of transportation (Importer Security Filing 10+2 program for ocean, e-manifest for truck, etc.). Supplier agrees to immediately notify Buyer in the event of any change to the export or import classification or country of origin information. Supplier agrees to provide Buyer with advance written notice of any change in the Supplier's manufacturing location. Supplier agrees that it will not export, transfer, re-export, or re-transfer any drawings, data, designs, inventions, computer software or other technical information provided by Buyer, including any of Buyer's information that has been integrated into Supplier's technical information, without Buyer's prior written consent. Supplier agrees that it will not export, transfer, re-export, or re-transfer Products to any U.S. recognized foreign government sanctioned countries, denied, or designated parties without obtaining appropriate export authorization where necessary. These restrictions apply to Supplier, its employees, and any third party including, but not limited to Supplier's suppliers and subcontractors. Supplier shall immediately notify the Buyer's procurement representative if Supplier is, or becomes, listed in any U.S. or non-U.S. government denied parties lists or if Supplier's export privileges are otherwise denied, suspended, or revoked in whole or in part by any U.S. or non-U.S. government entity or agency. If Supplier based in the U.S. and is engaged in the business of either exporting, manufacturing or brokering defense articles or furnishing defense services, as defined in the ITAR, Supplier agrees to maintain a current registration with the Directorate of Defense Trade Controls, as required by the ITAR, and to maintain an effective export/import compliance program in accordance with the ITAR. Supplier shall provide Buyer with the contact information of the individual(s) responsible for such compliance program. Supplier shall allow Buyer to validate or audit all representations made under this clause. Buyer shall not be liable for increased costs or customs duties, or any penalties or damages incurred by Supplier as a result of deficient or erroneous documentation supplied by Supplier for purposes of establishing the status of Products, as defined in the United States Mexico Canada Agreement (USMCA) and other trade preference programs, including implementing laws and regulations.

Customs Credits

Transferable credits or benefits associated with Products purchased, including trade credits, export credits, or rights to the refund of duties, taxes, or fees, belong to Buyer unless otherwise prohibited by applicable law. Supplier will provide Buyer with all information and records relating to the Products necessary for Buyer to (1) receive these benefits, credits, and rights, (2) fulfill any customs obligations, origin marking or labeling requirements, and certification or local content reporting requirements, (3) claim preferential duty treatment under applicable trade preference regimes, and (4) participate in any duty deferral or free trade zone programs of the country of import. Supplier will obtain all export licenses and authorizations and pay all export taxes, duties, and fees unless otherwise stated in the Contract, in which case Supplier will provide all information and records necessary to enable Buyer to obtain those export licenses or authorizations.

Safety / Security

Supplier will ensure compliance with all applicable health and safety laws and regulations and promote the health, safety and well-being of its personnel. Regarding Laws of the country(s) of destination or that relate to the handling and transportation of dangerous goods or hazardous materials, data protection and privacy, and Supplier will provide all required information related to the proper and safe handling of the Products as may be required by law. Supplier will provide Buyer with material safety data sheets pertaining to the Products.

Anti-Corruption

Supplier will not offer to give or give anything of value, directly or indirectly, to any Buyer employees or representative, directly or indirectly, or for the purpose of obtaining or retaining orders for Products. Supplier will comply with all applicable anti-corruption laws, including, without limitation, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act, and that neither it nor any of its subcontractors, vendors, agents or other associated third parties will engage in any form of commercial bribery, nor directly or indirectly provide or offer to provide, anything of value to or for the benefit of, any official or employee of a governmental authority or of any government-owned, government-controlled or government-affiliated entity to obtain or retain any contract, business opportunity or other business benefit, or to influence any act or decision of that person in his/her official capacity.

Embargo

No Products will be supplied to: Cuba, North Korea, Iran, Sudan, Syria or any other country to which the U.S. has embargoed goods. In compliance with the U.S. Department of the Treasury, Office of Foreign Assets Controls (OFAC) laws and rules, Buyer shall not supply, directly or indirectly, Products to any of the countries set out above or to a national or resident of those countries, or to anyone on the U.S. Treasury Department's List of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List, Nonproliferation Sanctions or General Orders.

Labor Practices

Supplier represents that neither it nor any of its subcontractors, vendors, agents or other associated third parties will utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive employment or corrupt business practices, in the supply of Products under this Contract. Supplier will comply with laws applicable to working hours.

Conflict Minerals

Supplier warrants to: (i) implement internal measures to monitor and update legal requirements under the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act") to avoid any conflict minerals in your products which have been sourced from prohibited mines in the Democratic Republic of the Congo or surrounding areas as defined by the U.S. Secretary of State; and (ii) inform Buyer without delay whether any conflict minerals have been found in your products or any of your raw materials or components. On a timely basis Supplier will respond following a reasonable due diligence inquiry to any requests made by, or on behalf of, Buyer for information on the source and chain of custody of any Conflict Minerals (as defined below) necessary to the functionality or production of the Products. Supplier must provide all requested conflict minerals information to the requesting party. If Supplier is a smelter, Supplier also agrees to comply with the Conflict-Free Smelter Program protocols developed by Conflict-Free Sourcing Initiative (CFSI). As used above, the term "Conflict Minerals" means columbite-tantalite, cassiterite, wolframite and gold ores – which are refined into tantalum, tin, tungsten and gold, respectively, or other minerals or compounds that may be designated in the future by the U.S. Secretary of State. Supplier understands and acknowledges that any information provided pursuant to this Contract section may be provided by Buyer to its customers and may be used by Buyer's customers to comply with their reporting obligations under the Act, including filing a Form SD and Conflict Minerals Report with the U.S. Securities and Exchange Commission, and Supplier will (i) ensure that the information provided in this regard is current, accurate and complete, to the best of its knowledge and belief, as of the date of submission, (ii) update such information in a timely manner if the status of any Product supplied by Supplier to Buyer changes during Supplier's performance of the Contract, and (iii) retain all necessary documentation to support the information provided in response to Buyer's request. If Supplier (i) fails to comply with this paragraph, or (ii) fails to reasonably demonstrate that all materials processed and/or supplied to Buyer originated from "DRC conflict-free" sources (as that term is defined in the Act), then Buyer may terminate the Contract. Supplier may be required to include substantially the same requirements set forth above in contracts with its sub-suppliers providing any material or sub-component incorporated into Products supplied to Buyer.

REACH

Buyer is a manufacturer of products and a downstream user in means of the EC-regulation No. 1907/2006 (“REACH”) and Supplier warrants to comply with any and all obligations REACH imposes on Supplier, or which are – with regard to REACH – necessary to sell, process or trade the goods sold by Buyer within the EC, including without limitation: (a) necessary pre-registration, registration or authorization of chemical substances or preparations, (b) implementation of internal organizational measures to document REACH compliance, (c) coverage of any use(s) of chemicals or preparations in the goods (as well as in any packaging materials) specified by Buyer or any of Buyer’s

customers towards the supplier within (a) and (b), (d) information without delay whether a substance or preparation which has been pre-registered will not be finally registered or authorized within the respective transition period and (e) no sale of any good containing prohibited Substances of Very High Concern (SVHC) ((a) to (e) together “REACH Warranties”). Supplier acknowledges that any breach of a REACH Warranty is in terms of the applicable laws assumed to result in a “defect” of the respective substance, preparation or other good and Supplier will hold Buyer harmless against, and will defend and indemnify Buyer against and will support at suppliers expense any respective proceedings regarding any and all claims, liabilities, expenses and damages caused by the Supplier as a result of breaching the aforesaid Warranties.

CA Proposition 65

Supplier will notify Buyer in writing before proceeding to accept this Contract if any of the chemicals listed on the following website (or any successor Proposition 65 list) are utilized for the Products supplied to Buyer under this Contract: <http://oehha.ca.gov/proposition-65/proposition-65-list> . If any of those chemicals are utilized for the Products supplied to Buyer under this Contract, Supplier warrants to comply with the California law commonly known as “Proposition 65” and that all materials used in the manufacture of the subject Products comply with California Proposition 65.

RoHS

Supplier warrants and agrees that the Products supplied to Buyer under this Contract are compliant with the European Union Directives on the Restriction of Hazardous Substances (RoHS-1 No. 2002/95/EC and RoHS -2 No. 2011/65/EU) and country and regional equivalents (“RoHS”). Supplier will notify Buyer in writing before proceeding to accept this Contract if any of the following materials are utilized for the Products supplied to Buyer (regardless of whether RoHS component exemptions are claimed by Supplier): Mercury & Mercury Compounds, Lead & Lead Compounds, Cadmium & Cadmium Compounds; Hexavalent Chromium & its compounds; Polybrominated Biphenyls (PBB); Polybrominated Diphenylethers (PBDE); Hexabromocyclododecane (HBCDD); or any other chemical or hazardous material otherwise restricted pursuant to RoHS. Supplier agrees to promptly furnish all necessary information and records evidencing the Products’ compliance with RoHS upon request by Buyer. Additionally, Supplier shall promptly provide material declarations upon request with respect to the Products provided to Buyer hereunder.

Nanomaterials

Supplier warrants that the Products supplied to Buyer under this Contract do not contain, and are not manufactured with, nanomaterials. Nanomaterials are materials with at least one dimension of 1-100nm, or materials intentionally designed to exhibit physio-chemical properties different from those of the non-nanoform of the same material. Supplier will notify Buyer in writing before proceeding to accept this Contract if any Product supplied to Buyer under this Contract contains or is manufactured with nanomaterials.

Certification

At Buyer’s request, Supplier will certify its compliance, in a reasonable amount of time and in a format acceptable to Buyer, with the foregoing provisions of this Addendum.

California Transparency Supply Chain Act

Supplier warrants that neither Supplier nor any of their subcontractors, vendors, agents or other associated third parties utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive employment or corrupt business practices, in the supply of Products to Buyer. Supplier will notify Buyer in writing before proceeding to accept this Order if any Product supplied to Buyer under this Order does not comply with the foregoing warranty. Supplier agrees to remain in compliance with such warranty and with any published Buyer’s Statement on Slavery and Human Trafficking pursuant to the California Transparency Supply Chain Act.

German Supply Chain Act

To the extent directly applicable to Seller or generally implemented within the Freudenberg group of companies as part of related compliance measures and policies, Seller will reasonably comply with the obligations resulting from the German Act on Corporate Due Diligence in Supply Chains (the “German Supply Chain Act”). However, Buyer undertakes to independently implement all legally required measures required to comply with all laws applicable to it (including, but not limited to Buyer’s own risk assessment, organizational measures, documentation and reporting) as well as other codes of which it is notified by Seller in accordance with the German Supply Chain Act. This includes, in particular, taking appropriate measures to prevent or mitigate risks to human rights or the environment, or end the violation of duties thereto, including without limitation prohibitions on child and enslaved labor, employment and wage discrimination, and bans on the manufacture, handling, use, or export of certain products and compounds, including without limitation mercury and hazardous wastes. Buyer shall establish, or hereby affirms it already has established, due diligence procedures sufficient to safeguard human rights and protection of the environment in Buyer’s global supply chain, and shall defend and indemnify Seller and any party to whom Seller owes defense or indemnity from and against any claims arising from Buyer’s violation of the German Supply Chain Act, or any third party for whom Buyer is or becomes responsible. Claims related to a breach of the German Supply Chain Act or related requirements do not constitute a breach of warranty related to Products, goods, or services sold by Seller and will in no event allow Buyer to hold back, delay, or set off payments owed to Seller under any purchase orders or contracts, by law or equity. German Supply Chain Act related document request and/or audits will be subject to prior written consent by Seller and limited to what is legally required and may exclude confidential and proprietary information, business, and/or trade secrets.

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