



YKK AP America Inc

PURCHASE ORDER TERMS AND CONDITIONS, ver. 3-1-2024

ACCEPTANCE: Supplier must accept this order in writing. If Supplier fails to accept in writing, any conduct by Supplier that recognizes the existence of a contract pertaining to the subject matter herein shall constitute acceptance of this order and all its terms. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED IN SUPPLIER'S ACCEPTANCE ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO AND REJECTION OF THEM IS HEREBY GIVEN. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms of agreement between the parties and may hereafter be modified only by written instrument executed by the authorized representatives of both parties. If this order has been issued by YKK AP in response to an offer and includes terms that are additional to or different from any terms of such offer, then the issuance of this order shall constitute acceptance of the offer subject to the express condition that Supplier accepts the additional and different terms herein and acknowledges that this order constitutes the entire agreement between the parties with respect to the subject matter of such offer and Supplier shall be deemed to have so assented and acknowledged.

DELIVERY: Substitutions will not be accepted. All deliveries are F.O.B. shipping point, unless otherwise noted by YKK AP in writing. Supplier is not liable for delays in delivery due to causes beyond its control unless it fails to promptly notify YKK AP in writing when it knows of any such delay. YKK AP is not responsible for acceptance of all or part of order due to causes beyond YKK AP's control that make acceptance impossible or impractical. Advance deliveries are unauthorized and at Supplier's risk, including the return thereof, and invoices will be acknowledged and paid as of the scheduled delivery dates. If delivery is not complete, YKK AP may cancel the order without liability and accept completed items, paying the contract price less the cost of completing the order elsewhere over the original cost of this order. Excess deliveries may be rejected and shall be at Supplier's risk and expense, including the return thereof. Premium cost shipment for late deliveries shall be at Supplier's expense.

INVOICES: Invoices shall be rendered via email to the attention of YKK AP's Accounts Payable Department and must show: (a) YKK AP order number, consignee and shipping weights; (b) method of shipment, e.g., freight, express, parcel post; (c) whether shipment was prepaid, collect, shipper's order, etc.; (d) any allowance to YKK AP for transportation charges; and (e) any discount terms. Each invoice must include only the order and clearly describe each item included therein.

PACKING AND SHIPPING: Deliveries shall be as specified herein, suitably packed to prevent damage in transit, assure lowest transportation cost and meet common carrier requirements, and bar coded upon YKK AP's request. No charge shall be made for boxing, crating, carting, storage, or bar coding. Highly polished or finished articles and precision parts shall be properly covered and packed against atmospheric deterioration. All shipping papers must show YKK AP's order number, articles and quantity, number of cases or packages in which shipped, weight of shipment, car number in which shipped and name of company making shipment. A separate invoice shall be rendered for each lot shipped, and each shipment shall contain a packing list showing YKK AP's order number, description of materials, and (if registered) ISO registered status and registration expiration date. Applicable certifications must accompany each shipment.

CASH DISCOUNTS AND PRICE: Terms of payment and discount period shall not commence until the arrival of the items at destination and acceptance or receipt of properly executed bills of lading, shipping papers and approved invoices, whichever is received first. Discounts shall be taken off the gross invoice amount. Supplier warrants that the prices for the items herein are not less favorable than those currently extended to any other customer for the same or similar items in similar quantities and that such prices are not in excess of the prices provided by applicable price regulation laws, orders and regulations. In the event Supplier reduces its price for any item during the term of this order or any price is in excess of applicable laws, Supplier agrees to reduce the price herein correspondingly. Supplier warrants that prices shown on this order shall be complete, and no additional charges of any type shall be added without YKK AP's express written consent. Such additional charges include, but are not limited to, shipping, packaging, labeling, customs duties, taxes (federal, state



and local), storage, insurance, boxing, and crating. If YKK AP obtains a Certificate of Exemption for tax included herein, the price shall be reduced by an amount equal to the tax thereby eliminated.

MATERIALS, TOOLS, DESIGNS, ETC.: All materials, tools, jigs, fixtures, drawings, specifications and other property, method or process owned or paid for by YKK AP shall be the property of YKK AP subject to removal at any time without cost or expense to YKK AP. All such articles are to be identified and marked as YKK AP's property, used only for YKK AP's order and covered by adequate liability, damage and insurance (including extended coverage) for the fair and reasonable value. Supplier shall assume full liability, maintain and repair the same and return to YKK AP in good condition, reasonable wear and tear excepted. Supplier shall provide YKK AP with inventories thereof as requested and certify to YKK AP that all use thereof is expended on YKK AP's order or orders. Copies of all such articles are to be considered Confidential Information or trade secrets of YKK AP and shall be the sole and exclusive property of YKK AP. Upon termination of this order, Supplier agrees to deliver immediately to YKK AP the originals and all copies of any of the foregoing.

RISK: Supplier assumes all risk for: (a) loss or damage on returns of excess quantities, premature deliveries or rejections; and (b) materials, property or other articles furnished to Supplier by YKK AP.

WARRANTY: Supplier warrants that all items covered by this order shall conform to the specifications, drawings, samples or other description upon which the order is based, shall be of good material and workmanship and free from defect, that the items of Supplier's design shall be free from defects in design and shall be fit and sufficient for the ordinary purposes for which such items are used.

CANCELLATION: YKK AP reserves the right to cancel or suspend all, or from time to time, any undelivered or unexecuted portion of this order: (a) for cause if Supplier (1) fails to make any delivery or to perform any work as scheduled, (2) breaches any of the terms hereof, (3) becomes financially insecure, (4) becomes insolvent, (5) files, or has filed a voluntary or involuntary petition with the Bankruptcy Court, (6) has a receiver appointed therefore, (7) assigns for the benefit of others, or (8) goes out of business or ceases production. Upon receipt of such notice, Supplier shall, unless the notice directs otherwise, immediately discontinue all work and placing of all orders for materials, facilities and supplies in connection with the performance of this order and shall proceed to cancel promptly all existing orders and terminate all subcontracts insofar as such orders or subcontracts are chargeable to this order. Any long term or blanket orders or subcontracts shall not be unreasonably anticipated by Supplier. YKK AP shall not be responsible for more than two (2) months of inventory for such orders. The remedies herein are in addition to those at law and equity and YKK AP's liability shall be limited to the payment for completed items delivered and accepted on the terms herein set forth, unless such termination is for the default of Supplier. In that regard, YKK AP will reimburse Supplier for Supplier's expenses (which shall not include lost profits) resulting directly from any such cancellation or suspension of all or any part of this order. Any claims under this paragraph must be asserted in writing within thirty (30) days after the change, cancellation or suspension is ordered, and must state the amount of such claim in detail. Upon YKK AP's payment and in accordance with this paragraph, title to all equipment, materials, work-in-progress, finished items, plans, drawings, specification, information, special tooling and other articles for which Supplier has paid shall vest in YKK AP.

FORCE MAJEURE: Neither party shall be liable for any failure, inability, or delay to perform hereunder, if such failure, inability or delay is due to war, strike, fire, explosion, sabotage, accident, casualty, epidemic, pandemic, government law, order or regulation, or any other cause beyond the reasonable control of the party so failing, provided written notice of such cause is given to the other party and due diligence is used in resuming performance. If the performance of either party shall be prevented, delayed or materially impaired for thirty (30) days by any such cause, then this order may be terminated by the other party giving the non-terminating party written notice of such termination, which shall be effective as of the date of such notice. During such failure, inability or delay to perform and upon receiving written notice of such, the other party may, at its option and expense, use the items of a third party during any such period of non-performance by the affected party.



INTELLECTUAL PROPERTY: Supplier agrees, at its own expense, to defend any suit or action against YKK AP or against those selling or using the items covered by this order for alleged infringement of patent or invention rights arising from the sale or use of items and to indemnify and hold YKK AP harmless from any damages, liabilities, claims, losses, and expenses (including reasonable attorneys' fees) paid or incurred by YKK AP in connection with any such suit or action, whether against YKK AP or against those selling or using the items covered by this order. YKK AP may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires. Supplier hereby agrees that if this order covers development work, and any discoveries, inventions or patents result therefrom, the entire right, title, and interest in and to such discoveries, inventions and patents shall belong to YKK AP.

REMEDIES: YKK AP's remedies to any claim arising out of any order or Supplier's performance in connection therewith, including, without limitation, any claim arising out of any defect or alleged defect in any items furnished by Supplier, shall be added to the right of replacement of such items or to repayment of the purchase price therefore without in any way limiting the generality of the foregoing.

INSPECTION: To ensure compliance and conformity of the items with the specifications and requirements of this order, Supplier shall continuously inspect and test the items in accordance with standards of quality control established by YKK AP from time to time. Such inspection and testing shall not, however, affect or diminish any duties or obligations of Supplier under this order. Supplier shall maintain such inspection and test records as YKK AP may request. Such records shall include the time when, the manner in which, the persons by whom the items have been inspected and tested, and the results of such inspections and tests. All inspection and test records shall be maintained for a period of five (5) years and copies thereof shall be delivered to YKK AP upon the request at any time. Supplier agrees to permit access to Supplier's facilities at all reasonable times for inspection of items by YKK AP's agents or employees and shall provide all tools, facilities and assistance reasonably necessary for such inspection at no additional cost to YKK AP. Payment for the items delivered hereunder shall not constitute acceptance thereof. YKK AP shall have the right to inspect such items and to reject any or all of said items that are, in YKK AP's judgment, defective or nonconforming. Items rejected may be returned to Supplier at its expense and, in addition to YKK AP's other rights, YKK AP may charge Supplier, and Supplier agrees to pay, all expenses of unpacking, examining, repacking and reshipping such items. In the event YKK AP receives items whose defects or nonconformity are not apparent on examination, YKK AP reserves the right to require replacement, as well as payment of damages.

LIENS: All items to be delivered hereunder and all materials to be returned to YKK AP shall be free and clear of any and all liens and encumbrances whatsoever. Supplier is prohibited from establishing any mechanic's liens, and shall indemnify YKK AP if any are put on YKK AP's property by Supplier or any of its employees, subcontractors or independent contractors. Supplier shall promptly notify YKK AP of any impending mechanic's liens to be placed on YKK AP's property.

INDEMNIFICATION AND INSURANCE REQUIREMENTS: Supplier shall defend and indemnify YKK AP, including YKK AP's directors and officers, employees, agents, representatives, subcontractors or independent contractors, against all costs associated with any and all damage, liability, claims, losses, liens, death, accidents and expenses (including reasonable attorneys' fees) arising out of, or resulting in any way from any defect in the items purchased hereunder or from any act or omission of Supplier, its agents, employees, subcontractors or independent contractors. This includes any situation where Supplier's employees, subcontractors or independent contractors come onto YKK AP's property, including for installation of items. YKK AP shall only be responsible for loss or damage caused by YKK AP's sole negligence. Supplier shall maintain such general liability insurance, including items liability, completed operations, contractors' liability and protective liability, personal injury liability automobile liability insurance (including non-owned automobile liability), Workers' Compensation, and employer's liability insurance as shall adequately protect YKK AP against such damage, liabilities, claims, losses and expenses (including reasonable attorneys' fees). Supplier agrees that YKK AP shall be listed as an additional insured on all such applicable policies. Upon YKK AP's request, Supplier shall submit certificates of insurance evidencing insurance coverage meeting or exceeding the following requirements:



Liability – Contractual, Automobile, Comprehensive, Employers’ Liability – Minimum Limits:

General

Bodily Injury - \$1,000,000 each occurrence
Property Damage - \$1,000,000 each occurrence

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 policy limit
Bodily Injury by Disease - \$500,000 each employee
Workers’ Compensation Insurance – Statutory Limits

Umbrella/Excess Liability

General Aggregate - \$2,000,000

Insurance required herein shall be by companies holding a General Policyholders Rating of at least A-, as set forth in the most current issue of Best’s Insurance Guide.

CHANGES: YKK AP shall have the right to make changes in quantities ordered, delivery schedules, method of shipment, packaging, schedules, and place of delivery, as to any material and the work covered by this order, and Supplier agrees to comply with such changes. Notification of such changes shall be in writing and signed by a duly authorized representative of YKK AP. If such changes result in a decrease or increase in Supplier’s cost or in the time for performance, an adjustment in the price and time for performance shall be made by the parties in writing. Unless Supplier presents to YKK AP an itemized statement of claim against YKK AP within ten (10) days after receipt of notice of change, Supplier shall be conclusively deemed to have waived all claims against YKK AP with respect thereto. In either event, Supplier is obligated to proceed with the order as changed by YKK AP.

CONFIDENTIALITY: Supplier shall not, without first obtaining YKK AP’s written consent, disseminate the fact that Supplier has furnished or has contracted to furnish YKK AP the items covered hereby, however, except as is necessary for performance of this order Supplier shall not disclose any of the details connected with this order to third parties. Supplier shall not use YKK AP’s name in any way, including without limitation, in a general or sample listing of Supplier’s customers, without YKK AP’s prior written consent. Any violation of this paragraph shall be deemed a material breach. The obligations under this clause shall survive the cancellation, termination, or completion of this order.

COMPLIANCE WITH LAWS: Supplier shall comply with all applicable federal, state, and local laws, and rules and regulations issued pursuant thereto, and shall indemnify YKK AP against any loss, liability or damage occasioned by reason of Supplier’s violation of this paragraph. In addition, Supplier: (a) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, status as a veteran or status as a disabled veteran; (b) will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability, status as a veteran or status as a disabled veteran; and (c) will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and all rules, regulations and relevant orders of the Secretary of Labor.

Supplier 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 companies to employ and advance in employment qualified individuals with disabilities.

Supplier shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered companies to employ and advance in employment qualified protected veterans.

ALTERNATIVE DISPUTE RESOLUTION: Neither party shall institute a proceeding in any court or administrative agency to resolve a dispute between the parties, arising out of, or resulting in any way from this order, before that party has sought to resolve the dispute through direct negotiation with the other party. If the dispute is not resolved within thirty (30) days after a demand for direct negotiation, the parties shall attempt to resolve the dispute through mediation. If the parties do not promptly agree on a mediator, either party may request the Court to appoint a circuit mediator certified by the Supreme Court of Georgia. If the mediator is unable to facilitate a settlement of the dispute within a reasonable period of



time, as determined by the mediator, the mediator shall issue a written statement to the parties to that effect. The fees and expenses of the mediator shall be paid one-half each by Supplier and YKK AP. The aggrieved party may then seek relief through binding arbitration in Atlanta, Georgia administered by the American Arbitration Association under its commercial arbitration rules. Persons eligible to be selected as arbitrators shall be limited to attorneys-at-law or retired judges. The arbitrators shall base their award on applicable laws and judicial precedent and include in such award a statement of the reasons upon which the award is based. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

GOVERNING LAW: This order shall be deemed to have been made and accepted in Georgia, and shall be interpreted, and the rights and liabilities of all the parties here determined, in accordance with the laws of the State of Georgia. As a part of the consideration for YKK AP issuing this order, Supplier hereby agrees that all actions or proceedings arising directly or indirectly from this order shall be litigated only in courts having status within the State of Georgia, and Supplier hereby consents to the jurisdiction of any local, state or federal court located within the State of Georgia, and waives the personal service of any and all process upon Supplier herein, and consents that all such service of process shall be made by certified or registered mail, return receipt requested directed to Supplier at Supplier's address as indicated on the order and service so made shall be complete three (3) days after the same shall have been posted as aforesaid. This paragraph shall not be construed as limiting the rights of YKK AP to "vouch in" Supplier under the provisions of the Uniform Commercial Code or to join Supplier as a third party defendant under any indemnity or contribution statute in any action brought against YKK AP by a third party in a jurisdiction other than the State of Georgia.

GENERAL: This order shall be binding in accordance with its terms upon the parties hereto and their respective transferees, assigns and successors in interest, and is not assignable by a party hereto without prior written consent of the other party. Supplier shall not assign this order or any monies due or to become due hereunder, nor subcontract any part of this order, without the prior written consent of YKK AP. Should any part of this order, for any reason, be declared invalid or otherwise unenforceable by a court of competent jurisdiction, such decision or determination shall not affect the validity or enforceability of any remaining portion, and such remaining portion shall remain in force and effect as if this order had been executed with the invalid portion eliminated; provided, that in the event of any such declaration of invalidity or unenforceability, the provision declared invalid shall not be invalidated in its entirety, but shall be observed and performed by the parties to the extent such provision is valid and enforceable.

CONFLICT MINERALS: Supplier agrees to comply with the YKK Global Group's Conflict Minerals expectations and ensure that no items or materials or other products supplied by Supplier to YKK AP contain any tin, tantalum, tungsten or gold ("Conflict Minerals") that originated from the Democratic Republic of the Congo or any adjoining country (Angola, Burundi, Central African Republic, the Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda, and Zambia). Supplier agrees to work with its supply chain to ensure traceability of any such Conflict Minerals in its products back to the smelters and mines. Supplier further agrees to review and accurately complete the EICC-GeSI template or similar template and any related Conflict Minerals declaration or certification provided by YKK AP promptly upon request by YKK AP with respect to all items or other products supplied by Supplier to YKK AP, and to provide YKK AP with the names of the smelters and mines where any such Conflict Minerals in Supplier's products originated and all information and supporting documentation relating thereto that YKK AP may request.

TERM: YKK AP's standard terms and conditions apply only to purchases not covered under any other formal buying programs mutually agreed upon, in writing, and signed by both parties, with special terms and conditions applying.

SOCIAL RESPONSIBILITY: YKK AP conducts its business activities as a socially responsible corporate citizen. YKK AP expects its suppliers and sub-contractors to conduct business in the same manner. YKK AP will, therefore, only do business with suppliers and sub-contractors who comply with all applicable laws, regulations, and other legal requirements, including but not limited to those relating to the anti-bribery, minimum wage, overtime compensation, benefits, working hours equal opportunity / no discrimination (based on race, color, religion, age, sex, national origin or other protected status) in hiring or employment, safe and hygienic workplace conditions, workplace safety, environmental protection, collective



bargaining, freedom of association, prohibitions on child labor and forced labor, and competitions laws. Suppliers and sub-contractors' compliance with their social responsibilities will be audited and verified by YKK AP if there is reason to believe that social responsibilities have not been respected.

EMERGENCY PREVENTION, PREPAREDNESS, AND RESPONSE: Supplier shall anticipate emergency situations and events and minimize their impact by implementing emergency plans and response procedures, including evacuation procedures, training drills, ensuring availability of adequate first aid supplies, fire extinguishers and other firefighting equipment, adequate exits in Supplier's facilities, and recovery plans.