

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

For the purchase of indirect products and services by Atmus Filtration Technologies Inc., its subsidiaries, and affiliates (“ATMUS”)

PRECEDENCE If there is a conflict between these Supplier Terms and Conditions, the information on the face of a PO, or any attachments to the PO, the terms on the face of the PO shall take precedence over the Supplier Terms and Conditions, and these terms shall take precedence over any other attachment. If the PO is issued in conjunction with a detailed contract between the parties, the terms of the detailed contract will take precedence over all other terms.

1. GENERAL

1.1 As used in this document, the terms: “Buyer” means Atmus Filtration Technologies Inc. or the subsidiary or related corporation of that entity which issues a Purchase Order to Supplier under these Supplier Terms and Conditions; “Force Majeure” has the meaning given in clause 18.1; “Loss” means any loss, liability, cost, expense, damage, charge, penalty, outgoing or payment (including legal fees on a full indemnity basis) however arising, whether present, unascertained, immediate, future or contingent and includes direct loss and consequential loss; “Purchase Order” or “PO” refers to the hardcopy or electronic form for designating the Supplier, the Supplies and other terms of transaction; Supplier Terms and Conditions means these terms and conditions and any other terms that are attached or incorporated by reference. “Supplier” means the supplier or seller identified on the face of the PO and its agents and representatives; “Specifications” means all applicable blueprints, product specifications, the provisions on the face of the PO and any attachments to it; “Supplies” designates raw materials, components, intermediate assemblies, equipment and other supplies including indirect materials, technical data, drawings, or services to be furnished by Supplier to Buyer for the PO.

1.2 The PO and Supplier Terms and Conditions shall be construed as an offer made by Buyer to purchase the Supplies on the terms of the PO and Supplier Terms and Conditions. The contract resulting from the acceptance of the offer by Supplier will be between Supplier and the Buyer entity that issued the PO to Supplier and all references to a ‘party’ under this document will be so construed. These Supplier Terms and Conditions and each contract made under them are to be construed according to the laws for the time being in force in the State of São Paulo. The Supplier agrees to submit to the non-exclusive jurisdiction of the Courts of that State and any dispute arising out of the interpretation or fulfilment of the PO shall be heard and adjudicated in Court of Guarulhos, State of São Paulo.

1.3 Unless expressly set forth in these Supplier Terms and Conditions, in the PO submitted by Buyer or otherwise as agreed in writing between the parties, Buyer is not subject to a minimum term of supply or a minimum volume expressed in any quotation or any other document sent or previously exchanged between Buyer and Supplier.

2. CONTROLLING TERMS

The PO is expressly limited to the Supplier Terms and Conditions and Specifications contained herein. The PO is an offer made by Buyer to purchase the goods and/or services set forth herein and in the PO and any preceding offer or quotation of Supplier for alternative or modified terms and Specifications is rejected. Supplier accepts the Specifications and Supplier Terms and Conditions by acknowledging or confirming the PO in writing or commencing work on or shipping Supplies covered by the PO.

3. PRICES AND INVOICING

3.1 Prices shown on the face of the PO may not be increased without prior written authorisation by Buyer's Purchasing Department and the prices shall include all taxes (excluding GST).

3.2 Unless authorised by Buyer, which authorisation will not be unreasonably withheld, Supplier agrees to use its best endeavours to ensure that only one invoice is issued to Buyer to cover all shipments made on any day.

3.3 Payment terms are 90 days from end of month of invoice unless otherwise noted on the face of the PO.

3.4 Buyer is not required to pay for any Supplies until the Supplier submits a valid tax invoice to Buyer for those Supplies.

3.5 Buyer may set off any amounts due to Supplier under this PO against amounts owed by Supplier to Buyer for any reason.

4. DELIVERY

4.1 Deliveries of the Supplies are to be made by or on behalf of the Supplier in the quantities and at times specified on the face of the PO. To the extent the PO does not set out the quantities or times for the delivery of the Supplies and the parties have not agreed in writing otherwise. Delivery shall be DDP (as defined in INCOTERMS 2020) or as otherwise specified in the PO and full title to Supplies shall pass to Buyer on delivery at a destination specified by the Buyer. Deliveries must be made to Buyer's point of use, freight pre-paid, unless otherwise stipulated on the face of the PO. Buyer may notify the Supplier of a change in the point of use to which the Supplier must deliver the Supplies, subject to additional reasonable freight costs being payable by Buyer. Time for delivery shall be of the essence.

4.2 Supplier shall, upon Buyer's request provided with reasonable notice, suspend shipment and delivery of Supplies to be furnished hereunder as Buyer may request. Any Supplies already manufactured or produced at the time of suspension must be stored by Supplier for as long as the shipment is suspended by Buyer. Buyer must pay to the Supplier the Supplier's reasonable additional costs incurred by the Supplier as a result of the suspension, on the condition the Supplier mitigate those costs.

4.3 Buyer will not be deemed to have accepted the Supplies on delivery and will have up to 10 days to inspect those Supplies following delivery. Goods shipped must be as specified and no substitutes or changes are to be made without Buyer written permission. Any excess deliveries will be subject to return at the Supplier's expense and risk.

4.4 Supplier shall, upon Buyer's request provided with reasonable notice, provide access to the Supplies for inspection by Buyer prior to delivery.

5. QUALITY OF SUPPLIES

5.1 Supplier warrants that all Supplies will conform to the Specifications and/or samples furnished in connection with the PO and will be fit and sufficient for any disclosed purpose, merchantable, of good material and workmanship, and free from defect. Supplier's warranties shall survive Buyer acceptance of, inspection of, and payment for the Supplies. Where the Supplies include services, the Supplier warrants that the services will be provided in a timely, diligent, efficient and skilful manner.

5.2 Supplier shall notify Buyer immediately and prior to the acceptance of the PO, if it cannot satisfy the Specifications, Supplier Terms and Conditions or the delivery schedule of the PO.

6. DISPOSITION OF REJECTED MATERIAL

6.1 With respect to any Supplies not in conformity with the requirements of the PO or not in conformity with the specifications of any such Supplies as provided to Buyer, Buyer shall have the right, at its option, to reject such Supplies and require Supplier to repair, replace or re-perform such Supplies or services immediately after notification (such notice to be provided within 3 days of completion of the inspection contemplated in clause 4.3) at the Supplier's sole cost and expense. Buyer shall confirm any verbal notification in writing.

6.2 At Buyer's election, the Supplier is required to repair, replace or re-perform non-conforming Supplies or services even if written notification is not provided by Buyer following verbal notification as contemplated by clause 6.1.

7. PACKING, SHIPPING, AND STORAGE

Supplier shall, at its, his or her expense, package and preserve the Supplies in such a manner that they will arrive at the designated delivery point free from damage and in such a condition as to permit reasonable handling and six months' storage under normal environmental conditions without detrimental effects on the Supplies.

8. CANCELLATION

8.1 Subject to clause 8.2, Buyer may at any time, with reasonable written notice to the Supplier, cancel the PO or any part of the PO without liability except for payment to the Supplier of the cost of work provided up until the date of termination, work in process and material commitments made up to the date of cancellation. Buyer shall make payment to the Supplier for any such costs within 14 days of receipt of invoice or within such other time period as may be agreed between the parties.

8.2 Notwithstanding the foregoing, if there is an event of Force Majeure either party may cancel the PO without liability or cancellation charges as provided under clause 18.1.

9. CHANGES

Buyer may, with reasonable notice, by written instructions or verbal instructions confirmed in writing to Supplier, propose changes in the work to be performed or the items to be furnished hereunder in any one or more of the following: (i) Specifications; (ii) method of shipment or packing, (iii) time and/or place of delivery; and (iv) the quantity of items ordered. Supplier shall notify Buyer within fourteen days of notification of such proposed changes of any proposed differences in price, quality or delivery time which will apply as a result of the proposed changes. Such proposed changes shall be subject to prior written approval by Buyer and the Supplier, such approval not to be unreasonably withheld.

10. INTELLECTUAL PROPERTY

10.1 Supplier warrants that the Supplies specified herein (and their sale or use, alone or as a significant element of a combination) will not infringe any patents, copyrights, trade names, trademarks, trade secrets or other intellectual property rights; and agrees to indemnify Buyer against all damages, costs, and expenses incurred by Buyer as a result of any actual or alleged infringement by the Supplies of any intellectual property rights (including in relation to any claims by made against Buyer by anyone selling or using any of Buyer's products which are or incorporate the Supplies), and agrees that Supplier shall, upon request of Buyer and at Supplier's own expense, defend or assist in the defense of any action which may be brought against Buyer or those selling or using any of Buyer's products which are or incorporate the Supplies by reason of any such alleged infringement.

10.2 Any inventions, discoveries, patents, copyrights, trade names, trade secrets, mask works or other intellectual property created in the performance of the PO shall be the sole property of Buyer and Supplier shall do all things reasonably requested by Buyer, at Buyer's expense, to transfer the ownership thereof and to perfect the same.

11. DESIGN AND CONFIDENTIAL INFORMATION

It is understood and agreed by the Supplier that any article made according to a design specified by Buyer (not previously a standard commercial design of Supplier) will not be furnished or disclosed by Supplier to any other person, firm, or corporation. It is recognised that each party may have access to certain confidential information of the other party and, therefore, each party agrees not to divulge or permit disclosure to anyone of the confidential information of the other party, nor use for its own benefit, any such confidential information including drawings or other documentary information of a

confidential nature. Supplier will use the same standard of care to protect confidential information of Buyer as Supplier uses to protect its own confidential and proprietary information, but in any event not less than a reasonable standard of care.

12. REMEDIES

The remedies herein reserved shall be cumulative and in addition to any other or further remedies provided in law or equity. No waiver of a breach of any provision of the PO shall constitute a waiver of any other breach, or of such provision on the future occasion.

13. INDEMNITY AND INSURANCE

Supplier agrees to indemnify and protect Buyer against all liabilities, claims, or demands for injuries or damages to any person or property growing out of the Supplies or performance of this PO by Supplier, its servants, employees, agents or representatives. Supplier further agrees to maintain the following levels of insurance and to furnish to Buyer Risk Management Department certificates of insurance for General/Product Liability insurance (\$1,000,000), Property Damage Insurance (\$5,000,000) and Worker Compensation Insurance (as required by statute). Said certificates must set forth the amount of coverage, number of policy, and date of expiration unless waived in writing. Supplier also agrees to furnish Buyer certificates from appropriate governmental agencies and insurance companies, upon request by Buyer, showing that Supplier has adequate Worker's Compensation coverage. If Supplies involve accounting, legal, medical or other professional services, Supplier must also provide: Professional Liability Insurance (\$1,000,000 per occurrence). If Supplies involve transporting Buyer assets via motor vehicle, the Supplier must also provide: Motor Truck Cargo Insurance (\$300,000 Single Limit). If Supplies involve performing environmentally related activities such as (but not limited to) waste disposal and environmental cleanup upon Buyer property, the Supplier must also provide: Environmental Impairment Liability Insurance (\$5,000,000 Single Limit). In no event shall Buyer be liable for any indirect, consequential, economic or financial losses or incidental damages, however caused and howsoever arising in any way out of this agreement.

14. ADVERTISING OR USE OF ATMUS TRADEMARKS

Supplier shall not use or permit the use of any trademark of ATMUS in description of or in the marketing of products produced by Supplier, or in any manner advertise or publish the fact that Supplier has contracted to furnish Supplies pursuant to this PO or any PO with the Buyer.

15. SUPPLIER'S INSOLVENCY

If Supplier ceases to conduct operations in the normal course of business or becomes unable to meet its obligations as they mature, if any bankruptcy or insolvency proceeding is brought by or against Supplier, if a receiver, administrative receiver, liquidator or similar is appointed or applied for, if Supplier makes an assignment for the benefit of creditors, or if Buyer reasonably believes Supplier may be unable to complete this PO, Buyer may demand adequate written assurance of performance or, at its option, terminate this PO, in whole or in part, without liability except for Supplies previously delivered to and accepted by Buyer. If Supplier fails to provide written assurance of performance, Buyer may terminate this agreement.

16. COMPLIANCE WITH LAWS

The Supplier agrees to comply with all applicable governmental laws, regulations and rules applicable to Supplies furnished under this PO, including without limitation the US Foreign Corrupt Practices Act the U.K. Anti-terrorism, Crime and Security Act 2001 or any similar anti-corruption legislation and all US Export Regulations (and any national, EU or United Nations embargoes or restrictions). Supplier shall also comply with any applicable Consumer Privacy or Data Protection Laws, including, but not limited to, the General Data Protection Regulation (GDPR), the California Consumer Privacy Act (CCPA), as amended by the California Privacy Rights Act (CPRA), and as it may be further

amended, along with any other applicable state or federal Consumer Privacy or Data Protection Laws. In this connection, the Supplier further agrees to indemnify, defend and hold Buyer harmless from and against any liability arising from a breach of the same and agrees to defend at its expense any action brought against Buyer.

17. ATMUS POLICIES

17.1 Supplier shall acknowledge and comply with the Atmus' Supplier Code of Conduct ("SCoC"), Atmus' Supplier Handbook and all referenced policies and procedures as presented on Atmus' Supplier portal.

17.2 The Supplier hereby warrants and represents that it has printed each one of them, read them and accepted them in full.

17.3 The provisions of the SCoC are in addition to, and not in lieu of, the provisions of any legal agreement or contract between a Supplier and Buyer or any of its affiliates and are incorporated by reference herein. Buyer expects Supplier to hold their supply chain, including subcontractors and third-party labor agencies, to the same standards contained in the SCoC. The SCoC does not create any third-party beneficiary rights or benefits for Suppliers, subcontractors, their respective employees or any other party.

17.4 Supplier is hereby advised that it may be subject to survey and audit by third parties on behalf of Buyer to verify compliance with the SCoC. Non-compliance or misrepresentation of compliance by a Supplier may result in sanctions, including, but not limited to, termination of their agreements with Buyer for default.

17.5 Buyer reserves the right to update, alter, or change the requirements of its SCoC, and Supplier shall accept such changes and act accordingly.

18. MISCELLANEOUS

18.1 Force Majeure. Neither party shall be liable to the other for failure to perform its obligation under a PO when performance is prevented by flood, drought, fire, war, riot, acts of terrorism, pandemics, acts of God or Governments ("**Force Majeure**") provided the affect party uses reasonable endeavours to overcome and mitigate the effect of that event of Force Majeure. The party affected by an event of Force Majeure must provide notice to the other party of the event and keep the other party reasonably updated as to the nature and extent of the event while it subsists. During the Supplier's inability to supply the Supplies, Buyer may, at its option, procure such the Supplies from other suppliers but will revert to the PO once the element of Force Majeure has been overcome. If a notified event of Force Majeure exceeds a period of 90 days, the party not prevented by the event of Force Majeure may terminate this agreement on written notice to the other party.

18.2 If requested by Buyer, the Supplier agrees to give Buyer or its authorized representative's reasonable access to all pertinent documents, data and other information relating to the Supplies, and to view any facility or process relating to the Supplies.

18.3 Notice. Any notice required to be made under this PO to Buyer shall be made to the Buyer at the address specified on the face of the PO.

18.4 The Supplier will use its best endeavours to actively pursue sourcing of materials and services from minority owned and small disadvantaged businesses. Buyer reserves the right to periodically meet with the Supplier's purchasing department to review minority sourcing programs and results.

18.5 The Supplier agrees to comply with the applicable Financial Reporting Standards, and if requested to by Buyer, the Supplier will comply with and assist Buyer as reasonably necessary in its compliance with the requirements of the Sarbanes-Oxley statute and related regulations.

18.6 The Supplier must not subcontract performance of the delivery or performance of the Supplies without Buyer's prior written consent.

18.7 Supplier cannot assign the rights and benefits of these Supplier Terms and Conditions without the prior written consent of the other party.

18.8 Buyer may terminate these Supplier Terms and Conditions at any time for any reason upon thirty (30) days written notice to the Supplier. In the event of such termination all POs will continue to remain binding and in force, subject to Buyer right to cancel any PO under clause 8.

18.9 A party may terminate the PO or these Supplier Terms and Conditions immediately upon written notice to the other party if the other party: (a) materially breaches any provision of the PO or these Supplier Terms and Conditions and the breach is incapable of remedy; or (b) breaches any provision of the PO or these Supplier Terms and Conditions which is capable of remedy and fails to remedy that breach within ten (10) business days of notice requesting that the breach be remedied.

19. ENVIRONMENTAL

The Supplier agrees to conform to the Atmus' Health Safety and Environment (HSE) Policy and to the procedural requirements associated with the Atmus' HSE Management System. The Supplier shall ensure it has an understanding of its obligations under the Atmus' HSE Management System and assumes responsibility for the consequences of departing from specified procedures.

20. WARRANTIES

In the event the goods are defective while under warranty, the Supplier will replace or repair the defectives goods. The Supplier agrees to have regard to any reasonable request from Buyer regarding repair or replacement. Warranties against defects may be provided by the Supplier in a separate document and warranty claims will be directed to the Supplier's address on the PO. The Supplier acknowledges that the Buyer is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. Buyer is also entitled to have the Supplies repaired or replaced if the goods/services fail to be of acceptable quality and the failures does not amount to a major failure. This warranty is in addition to other rights and remedies available to Buyer under the law.

21. TEST CERTIFICATES

If so stated on the face of this Purchase Order or any attachments, test certificates for material and equipment supplied under this Purchase Order must be forwarded to Buyer upon completion of testing or upon request by Buyer of such certificates from the Supplier.

22. CYBERSECURITY

22.1. "Buyer Data" means any data or information and associated records, in any form or medium, (i) of Buyer, its affiliates or their respective suppliers, customers, or other business partners that is provided to or obtained by Supplier in connection with this Purchase Order, (ii) that is created, generated, collected, processed, maintained, stored, archived, or received in connection with this Purchase Order, or (iii) that is derived or compiled from the foregoing.

22.2 Supplier agrees not to divulge Buyer Data to anyone (other than its personnel who have a need to know such Buyer Data in order for Supplier to perform its obligations hereunder and who are bound by confidentiality obligations no less stringent than those set forth herein), nor use Buyer Data for its own benefit or for any purpose other than performing its obligations under this Purchase Order.

22.3. Supplier shall maintain and comply with a comprehensive cybersecurity and privacy program, which shall include reasonable, appropriate, and adequate technical, organizational, physical, administrative and security measures and safeguards and that prevent the unauthorized destruction, loss, use, disclosure, access or alteration of Buyer Data and the cybersecurity of the Products.

22.4. Supplier is responsible for monitoring cyber intelligence feeds customary in the industry using qualified and experienced personnel with appropriate expertise in cybersecurity for threats or vulnerabilities that may impact the cybersecurity of the Products.

22.5. In the event Supplier becomes aware of any actual or reasonably suspected unauthorized (i) access, control or use of, or loss of access to any Buyer Data ("Security Incident"), or (ii) access, control or use of, loss of access to or other interference with the Products (or any vehicle or any an electronic

component or product in which the Products are embedded) ("Cybersecurity Incident"), Supplier shall notify Buyer without undue delay upon discovering the Security Incident or the Cybersecurity Incident and in no case later than forty- eight (48) hours after Supplier becomes aware of such Security or Cybersecurity Incident.

22.6. Supplier acknowledges and agrees that Buyer may disclose information (including confidential information of Supplier) that constitutes, in Buyer reasonable discretion, cybersecurity threat or vulnerability intelligence information, having the potential to impact the cybersecurity of the industry.

23. ADMINISTRATIVE

23.1 Original packing slip must accompany material. PO number, department number, and receiving location code must appear on all invoices, shipping notices, bills of lading, express receipts, packing and packing slips.

23.2 All invoices covering material listed below must refer to this PO number, including the suffix. Only one PO number is to be referenced on the invoice.

23.3 Material shipped from other than the Supplier's stock must plainly show Buyer PO number and the Supplier's name on packing slips and shipping tags.

23.4 This PO and the Supplier Terms and Conditions shall expire upon receipt of the Supplies or services described herein or one (1) calendar year from the date placed, whichever occurs first, unless otherwise stipulated on the face of this order. The foregoing notwithstanding, those terms which by their nature are intended to survive the delivery of the Supplies under the PO and these Supplier Terms and Conditions shall survive.