

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

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

1. GENERAL

- 1.1 As used in this document, the term “Purchase Order” or “PO” refers to the hardcopy or electronic form for designating the Supplier, the Supplies, and other terms of transaction plus these Terms and Conditions and any other terms that are attached or incorporated by reference. “Buyer” means Atmus Filtration Technologies Inc., or the subsidiary or related corporation of that entity which issues a PO to Supplier under these Supplier Terms and Conditions. “Supplier” means the supplier or seller identified on the face of this PO and its agents and representatives; “Specifications” means all applicable blueprints, product specifications, the provisions on the face of this PO and any attachments to it; “Supplies.” means services, raw materials, components, intermediate assemblies, equipment, and other supplies including indirect materials, technical data, drawings, or professional services to be furnished by Supplier to Buyer for this PO.
- 1.2 This PO shall be construed as an offer to purchase the Supplies on the terms contained herein. The contract resulting from the acceptance of this order is to be construed according to the laws of India. This PO is not assignable by Supplier in whole or in part. Any dispute shall be adjudicated in the in the courts of Pune, India only.
- 1.3 Unless expressly set forth below or PO, 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

- 2.1 This PO is expressly limited to the terms and Specifications contained herein. This PO is an offer to purchase the goods and/or services set forth herein and any preceding offer or quotation of Supplier for alternative or modified terms and Specifications is (a) rejected and (b) expressly made conditional on Supplier’s acceptance of the Specification and terms hereof. Supplier accepts the Specifications and terms by acknowledging or confirming this order or commencing work on or shipping Supplies covered by this PO.
- 2.2 If there is a conflict between these terms, the information on the face of this PO, or any attachments to the PO, the terms on the face of the PO shall take precedence over these terms, 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 contract will take precedence over all other terms.
- 2.3 The purchase of goods and services by Buyer is expressly conditioned on assent by Seller to these terms; any additional or conflicting terms or provisions in other documents provided by Seller relating to such purchase shall not apply to such purchase and are hereby rejected by Buyer.

3. PRICES AND INVOICING

- 3.1 Prices shown on the face of this PO may not be increased without written authorization by Buyer's Purchasing Department.
- 3.2 Payment terms are 90 days from the date of receipt of the material or availing of services as mentioned in the PO by Buyer, unless otherwise stated on face of the PO. However, for Micro, Small and Medium Enterprise Suppliers, the payment terms shall be such number of days as prescribed under the prevailing statutes in India.

4. TAXATION

- 4.1 Supplier represents and warrants that all taxes have been paid and no taxes are unpaid or with the passage of time will be a lien upon the products or equipment. This clause is intended to create a level playing field for all Buyers of supplier's products, and not to provide discount or competitive advantage to the Buyer.
- 4.2 Tax invoice should be sent to the Buyer, in duplicate (i.e., Original and Duplicate Invoice), giving PO number, correct description of goods or services supplied, applicable correct HSN and SAC code, mode of transport, packing slip number and date of dispatch. Declaration required under GST law should be printed on Invoice. If the Supplier charges Central Goods and Services Tax (CGST), State Goods and Services Tax (SGST), Union Territory Goods and Services Tax (UTGST) or Integrated Goods and Services Tax (IGST) as the case may be, then it shall submit correct tax invoice as per the respective GST Act and file valid returns as specified in respective GST acts, rules and regulation to enable Buyer to avail Input Tax Credit on Supplies made. In case of imported goods/ materials, all the shipping documents should accompany the invoice. The responsibility for generation of E-way bill for every movement of goods lies with the Supplier, if applicable
- 4.3 Supplier shall intimate its Goods and Service Tax (GST) registration number to the Buyer in writing along with copy of registration certificate. Supplier shall follow all applicable formalities as specified under GST Act, Rules and Provisions made thereunder and shall ensure necessary tax paying documents accompany the consignment. If the tax-paying documents are not received along with the consignment, the consignment shall not be accepted, or tax amount will be debited to the supplier at the Buyer's sole discretion.
- 4.4 Supplier shall intimate the buyer on any change in the registration status, change in address, addition / deletion in place of business in writing.
- 4.5 All prices are exclusive of applicable Goods and Services tax, unless specifically stated otherwise in this contract.
- 4.6 Supplier shall inform in writing to the Buyer if:
 - i. Supplier at any given point opts for or exit from Composition Scheme under GST Act
 - ii. Supplier is falling below threshold limit of registration under GST Act
 - iii. Supplier is about to exceed threshold turnover limit.
 - iv. Supplier is availing exemption if any.
- 4.7 Supplier shall be responsible to apply appropriate GST (i.e., CGST/SGST/IGST/UTGST) on supply of goods or/and services, classify them under correct HSN Code or Service Accounting Code, raise tax invoices within time as specified under GST law.

- 4.8 Supplier shall be responsible to do correct valuation of goods and/or services for GST liability and payment purpose. Buyer will not be responsible for tax liability, interest, penalty, and any other consequence arising therefrom on account of incorrect valuation by supplier.
- 4.9 Supplier shall comply with GST Act, Rules and provisions as amended from time to time and shall upload correct and complete returns and information on GSTN Portal on or before statutory timeline to enable the buyer to avail input tax credit. In case of any losses on account of non-compliance, non-filing, incorrect filing of returns, non-payment of tax by supplier, any eligible input tax credit disallowance, Buyer reserves the right to deduct the amount equivalent to loss of taxes, interest, penalty, and other incidental charges from Supplier, from the subsequent payment. If no payments are due to Supplier, then Buyer will raise debit note of amount equivalent of taxes, interest, penalty, and other incidental charges on Supplier. Any reconciliation items notified by us pertaining to Input tax credit shall be resolved within a period of one month by the Supplier.
- 4.10 Supplier must ensure that it passes on the benefit of reduced incidence of taxes due to introduction of GST on goods or services or both to customer and adhere to the anti-profiteering provisions of GST Act.
- 4.11 In case of Invoices raised Pre-GST period, goods are to be received within 15 days after the GST appointed date. In such a case if Invoices are not received within 15 days after the GST appointed date, Buyer will not be liable for payment of Tax or GST liability.

5. DELIVERY

- 5.1 Deliveries are to be made in quantities and at times specified on the face hereof or, if not so specified, then as set forth on delivery schedules furnished by Buyer. Title and risk in the Products will pass to the Buyer on completion of delivery and upon inspection and acceptance of the goods by the Buyer at a destination specified by the Buyer. Delivery shall be made FOB Buyer location that is delivered to Buyer point of use, freight pre-paid, unless otherwise stipulated on the face of the Purchase Order. Terms are to be interpreted in accordance with the prevailing ICC Incoterms. Time for delivery shall be of the essence of the contract period.
- 5.2 Supplier shall, upon Buyer's request, suspend shipment and delivery of Supplies to be furnished hereunder as Buyer may request.
- 5.3 Supplier shall document country of origin in the format specified by the Buyer to comply with regulations, including NAFTA certificates of origin, duty draw back documentation or manufacturer's affidavit as requested. It is the responsibility of Supplier to monitor the information and immediately notify Buyer of any changes. Such changes must be communicated in writing to Buyer's Customs Department.
- 5.4 No over shipments accepted at additional cost. Hazardous material "MUST" be properly labelled as per prevailing safety guidelines.
- 5.5 Delivery schedules as mentioned in the Purchase Order or subsequently communicated by the Buyer shall be strictly followed. Any revisions in the delivery schedule shall be as per mutual agreement between the Buyer and the Supplier. Ahead of scheduled deliveries shall be treated as not according to the Purchase Order and shall be rejected at the sole discretion of the Buyer.

5.6 In the event of delay in delivery/ies of the Product/s, the Buyer reserves right to cancel the Buyer Order or Release without any liability (including compensation, penalty or charge/s etc.) payable to the Supplier. The Buyer may obtain substitute products from other supplier without any notice to the Supplier and reject any late delivery of Product/s, even if such Product/s meet the Buyer's specifications. The delayed deliveries may be accepted at the sole discretion of the Buyer.

6. QUALITY OF SUPPLIES

- 6.1 Supplier warrants that all Supplies will conform to the Specifications and/or samples furnished in connection with this PO and will be fit and sufficient for the purpose intended, 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 skillful manner.
- 6.2 Supplier shall notify Buyer immediately prior to the acceptance of this PO if Supplier cannot satisfy the Specifications, terms, or the delivery schedule of this PO.
- 6.3 Supplier will not change its specifications, materials, material suppliers or production of testing process or locations, without the prior notice to and written approval from the Buyer and assuring that such change will have no effect on the Product's conformant to the conditions hereof.
- 6.4 Acceptance of the Product/s is subject to inspection or clearance by the Buyer upon arrival of the Product/s at its works i.e. the delivery destination in this Purchase Order (Premises). This shall, however, only be a preliminary acceptance based on initial verification of the Products for visible damage during delivery and shall not include checks on workability of the Products for its intended use. If any defects are found while using any Product/s, the Buyer shall have the right to reject such Product/s at the sole cost and risk of the Supplier.
- 6.5 Product/s not satisfactory up to the standards laid down or found not suitable to the requirements at any stage (inspection, assembly, testing or dispatch) of manufacturing shall be rejected at the sole discretion of the Buyer. On intimation, the rejected Product/s shall be forthwith removed from the premises of the Buyer by the Supplier at its own cost and risk. If the Product/s are not removed within the time stipulated by the Buyer, the Buyer shall arrange to remove the same and shall recover the cost of such removal from the Supplier. Reworking of the Product/s, if permitted, shall be at the sole discretion of Buyer. In such case, all costs, expenses, charges incurred by the Buyer shall be debited to the Supplier's account. The reworked or replaced Products shall be treated as fresh supplies and inspected accordingly.
- 6.6 In the event of a breach of warranty, or if any Products do not conform to contract or Purchase Order conditions, Buyer may, at its sole discretion: (a) reject such Products and require Supplier, at Supplier's expense, including transportation cost, to inspect, sort out non-conforming Products, rework non-conforming Products to render such Product conforming, or scrap the non-conforming Product and replace such Products in a timely

6.7 Buyer may make inspections, including quality surveys/audits, and testing at any stage of the manufacture of Products ("Inspection"). Supplier or sub-supplier, without additional charge, shall provide all reasonable facilities and assistance required for safe and convenient Inspection. Buyer shall not unduly delay the work while conducting such Inspection. Buyer shall not be liable for any reduction in value of samples used in connection therewith, nor shall any rejected Products be delivered to Buyer. Buyer's Inspection, or lack thereof, shall not relieve Supplier of responsibility for Products not in accordance with the conditions hereof, imply approval or acceptance by Buyer, or waive Supplier's responsibility for latent defects, fraud, gross mistake or warranty.

7. DISPOSITION OF REJECTED MATERIAL

With respect to any Supplies not in conformity with the requirements of this PO, Buyer shall have the right, at its option, to require the Supplier to repair, replace or re-perform such Supplies or services immediately after notification or to reject such Supplies. The rejected goods shall be taken back by the supplier by making necessary transport arrangements within 3 days from the date of intimation. No payment shall be made for rejected material. If the goods are not removed within the stipulated time, Buyer shall remove the same and shall recover the cost of removal from the Supplier.

8. PACKING, SHIPPING, AND STORAGE

Supplier shall, at his 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.

9. CANCELLATION

- 9.1 Buyer may cancel this PO or any part thereof at any time upon written notice to Supplier without liability.
- 9.2 Notwithstanding the foregoing, Buyer may cancel this PO without liability or cancellation charges in the event of any causes beyond its control, such as, but not limited to, flood, drought, fire, war, riot, acts of terrorism, acts of God, or acts or demands of any governmental authority.

10. CHANGES

Buyer may at any time, by written instructions or verbal instructions, confirm in writing to Supplier to make 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 changes of any proposed differences in price, quality, or delivery. Such proposed changes shall be subject to approval by Buyer.

11. INTELLECTUAL PROPERTY

- 11.1 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, trade secrets or other intellectual property; and agrees to indemnify and hold harmless Buyer and anyone selling or using any of Buyer's products against all judgments, decrees, costs, and expenses resulting from any alleged infringement, and agrees that Supplier shall, upon request of Buyer and at Supplier's own expense, defend or assist if the defense of any action which may be brought against Buyer or those selling or using any of Buyer's products by reason of any such alleged infringement.
- 11.2 Any inventions, discoveries, patents, copyrights, trade names, trade secrets, mask works or other intellectual property created in the performance of this PO shall be the sole property of Buyer and Supplier shall do all things requested by Buyer to transfer the ownership thereof and to perfect the same.

12. DESIGN AND INFORMATION

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

13. REMEDIES

- 12.1 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 this PO shall constitute a waiver of any other breach, or of such provision on the future occasion.
- 12.2 Moreover, if the Supplier fails to deliver the Products by the delivery date, the Buyer will, without limiting its other rights or remedies, have the right to recover additional freight costs (including for premium freight) that are directly caused by Supplier (including, but not limited to, delayed delivery of parts, early/unscheduled delivery of parts that are returned to the Supplier, non-conforming parts, returns, damage of parts due to Supplier incorrectly loading a vehicle or wrong packaging, pay any extra price for procuring the Product from other source/s, in addition to other conditions which are attributed to Supplier's failure to perform as contractually agreed). To determine the cause of additional freight costs, the Supplier shall meet with the Buyer upon reasonable notice to discuss such costs. Where such costs are agreed to be directly caused by Supplier, the Buyer will determine to what extent (on a range between 0% and 100%) these extra freight costs shall be borne by the Buyer and by the Supplier and will notify the Supplier of the resulting percentage and the resulting amount of the allocated costs. The Buyer is entitled to set off the resulting amounts owing

from Supplier to the Buyer against any amounts owed to Supplier from the Buyer (debits issued to the Supplier) following agreement with Supplier. If the Buyer and the Supplier do not agree on the costs to be borne by the Supplier, the decision will be escalated internally by the Buyer. If the Parties cannot reach agreement following such escalation, each party has the right to use the dispute resolution mechanism mentioned in this Contract.

- 12.3 In no event shall Buyer be liable for any direct, indirect, consequential, economic or financial losses or incidental damages, however caused and howsoever arising in any way out of this Purchase Order, whether or not Buyer was advised of the possibility of such damage.

14. INDEMNITY

Supplier agrees to indemnify, defend and hold harmless Buyer, its customers, Affiliates and Subsidiaries, and each of their respective shareholders, equity holders, officers, directors, agents, employees, successors and assigns from and against all losses, costs, damages, expenses (including reasonable attorneys' fees), suits, claims, demands or other liabilities, directly or indirectly arising out of or relating to (i) any breach of any representation, warranty or covenant of this commitment or any Order by Supplier; (ii) any negligent or intentional acts or omissions or willful misconduct of Supplier; (iii) any failure of Supplier to comply with or observe any applicable law; (iv) any injury, disease, or death of any person, fine, penalty, or damage to or loss of any property, by whomsoever suffered, which is claimed to have resulted in whole or in part from the purchase, sale, use or operation of any Product, including Supplier's provision thereof, or any actual or alleged defect in such Product, whether latent or patent, including any alleged failure to manufacture the Products according to Buyer's requirements or specifications, or to provide adequate warnings, labelling or instructions specified by the Buyer; (v) any Product recall; (vi) any third party claim regarding Supplier's performance under this Agreement; (vii) any third party claim regarding Buyer's use of Supplier's intellectual property in compliance with this Commitment or any Order; and (viii) any claim that Products infringe or misappropriate any patent, trademark, copyright, mask works right, trade secret, know-how or other intellectual property or proprietary right of a third party due to Buyer's sale or use, alone or in combination, of the Products, including the Products and designs developed by Supplier, where but for Supplier's specifications/designs, etc. such claim would not have arisen.

15. INSURANCE

Unless otherwise agreed in writing, the Supplier shall, at all times during its performance hereunder, carry adequate insurance, including: products liability insurance with minimum limits of INR 15,00,00,000 except for emissions related products where the liability insurance limits should be minimum INR 30,00,00,000; workman's compensation and employer's liability in compliance with the local Act (and any other coverage required by law); public liability including contractual liability; and Motor Third Party Liability Insurance as required by law and in alignment with the Motor Vehicle Act 1988. Special insurance requirements, if any, may be specified elsewhere in this Purchase Order. The Supplier shall furnish Certificates relating to above mentioned

policies, if so requested by the Buyer. These certificates must set forth the amount of coverage, number of policy, and date of expiration, unless waived in writing. Supplier also agrees to furnish the Buyer certificates from appropriate governmental agencies and insurance companies, upon request by the Buyer, showing that Supplier has adequate Worker's Compensation coverage.

16. 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.

17. 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 adequate written assurance of performance, Buyer may terminate this agreement.

18. COMPLIANCE WITH LAWS

The Supplier agrees to comply with all applicable Central, State and or Local Laws, regulations, and rules applicable in India from time to time, including without limitation, the Prevention of Money Laundering Act, 2002, US Foreign Corrupt Practices Act, and US Export Regulations. The Supplier shall 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. The Supplier further agrees to indemnify, defend, and hold Buyer harmless from and against any liability arising from breach of the same and agrees to defend at its expense any action brought against Buyer.

19. MISCELLANEOUS

- 19.1 Force Majeure. Neither party shall be liable to the other for failure to perform its obligation under this PO when performance is prevented by flood, drought, fire, war, riot, acts of terrorism, acts of God or Governments. During the Supplier's inability to supply the Supplies, Buyer may at its option, procure such Supplies from other suppliers but will revert to the PO once the element of Force Majeure has been overcome.
- 19.2 Buyer may set off any amounts due to Supplier under this PO against amounts owed by Supplier to Buyer for any reason.

- 19.3 If requested by Buyer, Supplier agrees to give Buyer or its authorized representative's access to all pertinent documents, data and other information relating to the Supplies, and to view any facility or process relating to the Supplies.
- 19.4 Notice. Any such notice to the Supplier shall be to the address shown on the face of the PO.
- 19.5 If requested to by Buyer, Supplier will comply with and assist Buyer as reasonably necessary in its compliance with the requirements of the Sarbanes-Oxley statute and related regulations.

20. ENVIRONMENTAL

- 20.1 The Supplier agrees to conform to Atmus' Health, Safety and Environment (HSE) Policy and to the procedural requirements associated with the Atmus' HSE Management System. The Supplier acknowledges its obligations under the Atmus' HSE Management System and assumes responsibility for the consequences of departing from specified procedures.
- 20.2 Plastic bags below the prescribed micron thickness should not be used for packing.
- 20.3 All substances that are supplied to Buyer shall be free from OZONE Depleting Material as mentioned in the Ozone Depleting Substances Rules, 2000 (as amended). The Material Safety Data Sheet (MSDS) of all hazardous i.e., any material that poses threat to human health and/or the environment, e.g., substances having toxic, corrosive, ignitable, explosive, or chemically reactive characteristics shall be provided as per the Maharashtra Factories Rules, 1963.

21. ADMINISTRATIVE

- 21.1 Original packing slip must accompany material. PO number, department number, and receiving location code must appear on all invoices, shipping notices, bills of lading, Airway Bills, express receipts, packing and packing slips.
- 21.2 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.
- 21.3 Material shipped from other than Supplier's stock must plainly show Buyer PO number and Supplier's name on packing slips and shipping tags.
- 21.4 This PO is deemed closed 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 shall survive.

22. DRAWINGS:

The design for manufacturing the product and process thereof shall be the sole responsibility of the Supplier. If required, Buyer shall give the Supplier necessary drawings for manufacture of the products to be supplied under this Purchase Order. The Supplier shall use such drawings only for reference purpose, checking measurements / dimensions of the product to be supplied. The supplier should note that the drawings should not be used for any other purpose or copied for any reason. Tools, Patterns, Jigs & Fixtures: If required, Buyer shall supply the Tools, Patterns or Jigs and Fixtures required for production of the parts to be

supplied under this Purchase Order. The Tools, Patterns or Jigs and Fixtures supplied will always remain the property of Buyer and the Supplier should use the same with due care and will return the same to Buyer after completing the supply or as instructed by Buyer. The Supplier shall further note that it will be solely responsible for valuation of the goods manufactured and supplied by them and it shall determine the value properly as provided in the GST Act, Rules there under and other relevant provisions under the GST Valuation Rules and amortize the cost of Tools, Patterns, Jigs and Fixtures on the parts manufactured by the Supplier.

23. SHORT SHIPMENT/ REJECTION OF IMPORTED GOODS

In case of short shipment / rejection of imported goods, Buyer will lodge a claim for value, customs duty and applicable taxes. The claim should be settled by the Supplier within one month from the date of claim. The amount of claim should be remitted as a separate transaction to Buyer giving details of the claim.

24. TRANSFER OF OWNERSHIP

The materials / services agreed to be sold / provided, shall be delivered at Buyer or at such place as instructed by Buyer, in writing. The property and risk of the items agreed to be sold shall pass on to Buyer only when the said items are delivered to Buyer and the Supplier shall be solely responsible for any shortage/damage/loss to the said items till the same is delivered in good condition to Buyer.

25. SAFETY

Depending on nature of work assigned under this PO, the Supplier shall observe and follow all the safety rules/ regulations and shall take every precaution that no accident or cause of threat to life and property takes place while executing the work assigned under this PO. The Supplier shall ensure that its employees do not enter in any other area/s other than workplace under this PO and shall further be responsible for all the acts, deeds, actions of his employees. The Supplier is empowered to execute and ensure the adherence of compliance under the Factories Act 1948 and/ or other applicable Laws for safety of his persons engaged and working for Buyer within its premises. Buyer by using its due diligence, to enforce the compliance of Factories Act 1948 and / or other applicable Laws, authorizes the Supplier to take care of his persons for their safety while working for and within Buyer premises. Supplier may obtain a copy of the latest Safety requirements from the principal contact in Buyer.

26. WARRANTIES

In the event the goods are defective while under warranty, the Supplier will replace or repair the defective 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.

27. 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.

28. CYBER SECURITY

- 28.1 “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.
- 28.2 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.
- 28.3 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.
- 28.4 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.
- 28.5 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.
- 28.6 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.

29. HOLD HARMLESS

It is expressly agreed and understood that, to the fullest extent permitted by law, that Supplier shall indemnify, protect, defend, and save harmless, Buyer and its subsidiaries (including their officers, agents, employees) from any and all

liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, judgements or any demands whatsoever, including prejudgment interest, attorney's fees, expert witness fees and all other expert and professional fees and expenses ("Claims(s)"), based on or resulting from any personal injury, including, but not by way of limitation, bodily injury, emotional injury, sickness or disease, or death to any person (including but not limited to agents employees of Buyer or damage to property of anyone (including loss of use thereof), which injury, sickness, death or damage results from, arises out of or is in any way connected with the performance of this contract. Supplier's obligation under this paragraph shall apply whether the Claim is caused or alleged to be caused by any active or passive act or omission of the Supplier, Buyer or the other party indemnified hereunder, provide however, that the Supplier shall not be obligated to indemnify for those Claims which arise from the sole negligence or willful misconduct of Buyer or its agents, servants or other independent suppliers (other than tier-2 Suppliers) who are directly responsible to Buyer. In Claims against any person or entity indemnified under this paragraph by an employee of the Supplier, anyone directly or indirectly employed by the Supplier or anyone for whose acts Supplier may be liable, Supplier's obligations under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Supplier under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

30. ATMUS POLICIES

- 30.1 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.
- 30.2 The Supplier hereby warrants and represents that it has printed each one of them, read them and accepted them in full.
- 30.3 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.
- 30.4 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.
- 30.5 Buyer reserves the right to update, alter, or change the requirements of its SCoC, and Supplier shall accept such changes and act accordingly.