

BUYER DOES NOT ACCEPT ANY TERMS AND CONDITIONS OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN, AND BUYER SHALL PURCHASE THE GOODS AND SERVICES ONLY UPON THESE TERMS AND CONDITIONS. ANY NEW OR ADDITIONAL TERMS CONTAINED IN ANY SELLER ORDER ACKNOWLEDGEMENT SHALL NOT APPLY AND ARE HEREBY REJECTED.

1. **Acceptance of Terms.** Receipt and acknowledgement of this purchase order, or the initiation of performance of same, shall constitute acceptance of this purchase order and of these terms and conditions.
2. **Delivery.** Seller shall make delivery of goods in accordance with Buyer's delivery schedule and shall perform the services within the time frame Buyer specified, or as otherwise mutually agreed by the parties. Time is of the essence. Seller shall promptly notify Buyer whenever it appears that Seller will not be able to deliver any part of the goods or to perform any part of the services on the date(s) specified. If Seller's delivery is delinquent, then Buyer, in addition to any legal remedies available to it, may terminate the purchase order without any further liability to Seller. If Seller's delivery is delinquent, then the following liquidated damages for delay apply: If delivery is delayed by more than seven (7) days, Buyer may demand, as liquidated damages and not as a penalty, a lump-sum payment equal to one percent (1%) of the value of the delayed delivery for each week (or portion thereof) of delay, up to a maximum of ten percent (10%) of the value of the delayed delivery. The Parties acknowledge that Buyer's actual damages from late delivery are difficult to ascertain and that the foregoing liquidated damages represent a reasonable estimate of such damage. Payment of liquidated damages shall not limit Buyer's other rights or remedies, including cancellation/termination of the purchase order or damages for non-performance.
3. Buyer, its authorized agents and/or customers shall have the right to inspect all goods ordered at Seller's facility or Seller's subcontractor's facility upon reasonable notice. Inspection by Buyer, its authorized agents and/or customers or the failure to make such inspection shall not relieve Seller of its contractual obligations herein.
4. **Acceptance of Goods.** Payment for the goods or services delivered hereunder shall not constitute acceptance thereof. Buyer reserves the right to inspect the goods within a reasonable time after delivery, but such inspection does not relieve Seller of its obligations under this Agreement. Buyer shall have the right, in its sole discretion, to reject any and all goods that are, in its sole judgment, defective or nonconforming. Acceptance of all or any part of the goods shall not be deemed to be a waiver of Buyer's right either to cancel or to return all or any portion of the goods at Seller's expense because of failure to conform to this order, or by reason of defects, latent or patent, or other breach of warranty or to make any claim for damages, including manufacturing costs and loss of profit or other special damages occasioned by Buyer. Such rights shall be in addition to all other remedies provided by law.
5. **Non-Conforming Goods.** Goods rejected as non-conforming, as well as goods supplied early, late, in incorrect quantities, or that are incorrectly labeled may be returned to Seller at its expense, and, in addition to Buyer's other rights, Buyer may charge Seller all expenses of unpacking, examining, repacking, and reshipping such rejected goods. For each non-conforming delivery, Seller shall remit to Buyer, as liquidated damages to account for the administrative burden that a nonconforming delivery creates, Two Hundred Fifty Dollars (US \$250) ("Admin LDs"). The Admin LDs shall be remitted as credit to Buyer's account with Seller. The parties agree that actual damages in such case are difficult to ascertain and that the Admin LDs represents a reasonable estimate of Buyer's anticipated administrative damages only and is not a penalty. The Admin LDs shall be in addition to, and not in lieu of, any other rights or remedies available to Buyer under this Agreement or at law. If Buyer receives goods whose defects or nonconformities are not apparent on examination, Buyer reserves the right to require replacement of such goods, as well as payment of damages. Further, Seller will reimburse Buyer for any and all expenses or damages it incurs resulting from or related to the rejection, correction or containment of any non-conforming goods or services.
6. **Incoterms/Delivery Terms.** On all goods sold to Buyer, FCA (Buyer's plant) (Incoterms 2020) shall apply, delivery shall not be deemed to be complete until goods have been actually received and accepted by Buyer. Notwithstanding any agreement to pay freight, express or other transportation charges, the risk of loss or damage in transit shall be upon Seller. Buyer may, at any time, make changes within the general scope of this order upon reasonable notice to Seller.
7. **Warranty:** Seller expressly warrants that all goods covered by this order are fit for their intended purpose, are of merchantable quality, and are free of defects, whether patent or latent, in material and workmanship and will be in full conformity with the specifications included in this order. Seller warrants that it has good title to the goods supplied and that they are free and clear from all liens and encumbrances. Seller agrees that these warranties shall survive acceptance. All warranties shall be construed as conditions as well as warranties and shall not be deemed to be exclusive. Seller shall indemnify and hold Buyer harmless from all liability, loss, damage and expenses, including reasonable counsel fees incurred or sustained by Buyer by reason of the failure of the goods to conform to such warranties. Such indemnity shall be in addition to any other remedies provided by law.
8. **Service Warranty:** Seller expressly warrants that any services performed under this order will (i) be performed in strict accordance with the terms of the Agreement and (ii) be performed in a good and workmanlike manner, in accordance with the standards of care and diligence and the level of skill, knowledge, and judgment normally practiced by industry leaders. Seller further warrants that Seller, its employees and agents, shall be trained and, where applicable, certified, licensed, or otherwise authorized as necessary to perform the Services and shall perform the Services in a prompt,

diligent, and workmanlike manner and in accordance with all applicable standards, rules, regulations, laws, ordinances, and codes and any requirements of Buyer. Seller shall, at all times, be solely liable for the acts and omissions of its employees, subcontractors, or agents while on Buyer property. Seller shall be liable for and shall pay Buyer for all costs, expenses, and losses sustained by Buyer arising out of any acts or omissions by Seller's employees, subcontractors, or agents.

9. Seller warrants and represents that the goods covered by this order have been manufactured in accordance with the requirements of the Fair Labor Standards Act, the Occupational Safety and Health Act of 1970, and all other applicable federal, state and municipal laws, rules and regulations and ordinances, including but not limited to, those in force at the point of manufacture and the destination point of the goods.
10. **Remedies:** If goods are not delivered or services not performed on the due date, or if the goods prove defective in material or workmanship, or if the goods and/or services do not otherwise comply with the warranties or with any of the requirements of the applicable order and/or specification, or the Seller is otherwise in breach of its obligations under these terms then, without limiting any of its other rights or remedies, the Buyer shall have the right to any one or more of the following remedies, in addition to other remedies the Buyer may have at law or equity, whether or not it has accepted the goods or services in question: (a) to terminate the applicable order and (at the Buyer's sole and absolute discretion) any other outstanding order; (b) to reject the goods or services (in whole or in part) and in the case of goods to return those to the Seller at the Seller's own risk and expense or require the Seller to collect those in which case, the Seller shall collect at its own expense within five days; (c) to require the Seller to repair, replace or re-perform (as applicable) the rejected goods or services (and these conditions shall apply to any repaired or replacement goods or re-performed services) or to provide a full refund of the price of the rejected goods or services; (d) to refuse to accept any subsequent delivery of the goods or services (including delivery of any outstanding installments) which the Seller attempts to make; (e) to recover from the Seller any costs incurred by the Buyer in obtaining substitute goods or services from a third party; and/or (f) to claim damages for any other costs, loss or expenses incurred by the Buyer which are in any way attributable to the Seller's failure to carry out its obligations under the Agreement.
11. In the event Seller neglects to execute any services properly or otherwise fails to perform any provision of an order (including failure to complete the work within the specified time), Buyer shall be entitled to serve the Seller with five days' written notice, and without prejudice to any other right or remedy it may have, to take over the work, make good such deficiencies and deduct the cost of this from the payment thereafter due to the Seller.
12. **Indemnification.** Seller shall indemnify and defend Buyer and its affiliates including their directors, officers, employees, and agents (collectively the "Indemnified Parties") against any and all liabilities, losses, costs, expenses, or damages whatsoever (including expenses and reasonable fees of legal counsel) (including attorneys' fees) ("Claims") arising out of the acts or omissions of Seller or Seller's representatives.
13. **Intellectual Property Rights Indemnity.** Seller shall indemnify and defend the Indemnified Parties and hold them harmless against all third-party Claims based on an alleged infringement of any patent, copyright, trademark, trade secret, or other legally protected proprietary right of any goods, including any background IP ("Infringement Claim"). If any product or good is the subject of or likely to become the subject of an Infringement Claim, then Seller shall procure the right for Buyer to continue use of the product or good. If Seller cannot procure the usage right on commercially reasonable terms, Seller shall: (i) modify the product or good to make it non-infringing, but functionally equivalent; (ii) substitute the product or good with a replacement that is non-infringing, but functionally equivalent; or (iii) if Seller cannot accomplish item (i) or (ii) above to Buyer's sole satisfaction, refund amounts paid by Buyer for the product or good.
14. **Intellectual Property Ownership.** All intellectual property, including without limitation any designs, drawings, specifications, tooling, documentation, inventions, developments, software, works of authorship, improvements, or other materials that are created, developed, or customized by Seller for Buyer in connection with the Goods or Services (collectively, "**Work Product**"), shall be the sole and exclusive property of Buyer. To the extent not deemed a "work made for hire," Seller hereby irrevocably assigns to Buyer all right, title, and interest worldwide in and to the Work Product, including all associated intellectual property rights. Seller shall execute any documents reasonably requested by Buyer to confirm or perfect Buyer's ownership of such rights.
15. **Buyer's Property.** All materials, components, equipment, tools, and production items supplied by Buyer to Seller ("Buyer Materials") remain the sole property of Buyer at all times. Seller processes or modifies Buyer Materials solely on Buyer's behalf. If Buyer Materials are combined or processed with materials not owned by Buyer, Buyer shall acquire ownership in the resulting product in proportion to the value of Buyer Materials relative to the other materials at the time of processing or combination. To the extent Seller's contribution is predominant under applicable law, Seller hereby transfers proportionate ownership to Buyer and shall hold any remaining ownership interest in trust for Buyer. All tools, molds, fixtures, and equipment provided by Buyer remain Buyer's exclusive property and may be used by Seller solely for the manufacture of goods ordered by Buyer. Seller shall insure such tools at their replacement value, at Seller's expense, against fire, water damage, and theft, and hereby assigns to Buyer all insurance claims related thereto. Seller shall be responsible for all maintenance, inspection, and necessary repairs of Buyer-owned tools at its own expense and shall promptly notify Buyer of any defects or damage.
16. Seller shall label each container of hazardous chemical, in accordance with the labeling provisions of the OSHA Hazard

- Communication Standard and any applicable Right-To-Know laws, or any other applicable laws. Seller shall provide up-to-date Material Safety Data Sheets (MSDS), conforming to requirements of the applicable Right-To-Know laws and the OSHA standard at the time of Buyer's receipt of the product.
17. Seller certifies acceptance of responsibilities and compliance under Title VII of the Civil Rights Act of 1964, Executive Orders 11246 and 11375, Section 503 of the Rehabilitation Act of 1973, Section 402 of the Vietnam Era Readjustment Assistance Act of 1974 and to the Maintenance of Non-Segregated Facilities. Copies will be furnished by Seller upon Buyer's written request.
  18. **Pricing.** The price set forth in the PO is firm. Cash discount periods shall be calculated from the date of receipt of Seller's invoice or from date of receipt of goods by Buyer, whichever is later. Buyer shall receive the benefit of any general reduction in Seller's prices prior to delivery and in no event shall Buyer be charged a price higher than that charged to Seller's other customers for goods of like grade and quality and in substantially the same quantities.
  19. **Taxes.** Buyer shall pay the sales or use tax, if any is due, of the state in which the purchase order originates. Seller agrees to pay any other federal, state, local or foreign taxes or other governmental charges upon the production, transportation or sale of the goods supplied hereunder;
  20. **Payment Terms.** The purchase price for goods and services delivered and accepted shall be invoiced and paid on a per facility basis. Unless otherwise agreed, payment terms are 3% 30 / Net Ninety (90) days, or for all business protected under the MSMED Act Net 45 days from date of Buyer's receipt of Seller's invoice. Payment shall be in lawful money of the United States of America, unless otherwise agreed, in writing. The purchase price shall include (a) all taxes (including sales, excise and withholding taxes) payable in Seller's country, (b) insurance, handling and all other similar costs, and (c) other incidental charges, whether or not such charges are itemized separately on invoices to Buyer.
  21. **Force Majeure.** Any cause beyond the control of Buyer, including but not limited to, sabotage, fire, and floods, pandemics, strike, riot, labor disputes, insurrection, war, act of governmental authority, priorities granted at the request of or for the benefit directly or indirectly of any government or agency thereof, act of God, breakdown of machinery or equipment, which results in Buyer's failure to perform in accordance with the terms hereof, shall not give rise to any liability for damages on account of such delay or nonperformance.
  22. **Confidentiality.** Seller shall maintain as confidential any and all information received by Seller in the course of performance of this Agreement relating to designs, property, equipment, processes or materials owned or used by Buyer. Seller shall reveal such information only to those employees who are strictly necessary in the performance of this order and Seller will inform in writing each employee who receives the information of the conditions described herein. Seller shall not use Buyer's name in advertising or publicity of any kind without Buyer's prior written consent. If Seller fails to comply with this paragraph, Buyer shall have the right to cancel this order.
  23. **Choice of Law; Jurisdiction.** This Agreement and the obligations imposed hereunder shall be governed by and construed according to the laws of the State of Ohio. Each party (a) agrees that any suit, action or proceeding arising out of or relating to this Agreement shall be brought and determined solely by the applicable state court of Clermont County, State of Ohio, (b) consents to the exclusive jurisdiction of each such court in any suit, action or proceeding relating to or arising out of this Agreement, (c) waives any objection which it may have to the laying of venue in any such suit, action or proceeding in any such court including those related to inconvenient forum, and (d) agrees that service of any court paper may be made in such manner as may be provided under applicable law or court rules governing service of process.
  24. This Agreement contains the entire understanding between the parties as to the terms and conditions of sale and supersedes all prior agreements, written or oral. Any terms and conditions contained in an acknowledgment or other document of Buyer shall be of no effect. In addition, no increase in the purchase price regardless of the reason shall be effective unless authorized by Buyer in writing in the form of an amended purchase order. This Agreement shall be binding on the successors and assigns of the parties. The rights and remedies of Buyer set forth herein are not exclusive and are in addition to all rights and remedies of Buyer.
  25. **No Waiver.** Mere failure by Buyer to exercise any of its rights under this Agreement on one occasion shall not be deemed a waiver of such right or any other right on that or any other occasion.
  26. If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the remaining provisions shall remain in full force and effect.
  27. **No Assignment.** This Agreement shall not be assigned without the prior written consent of both parties, except that Buyer may assign this Agreement to an acquirer of substantially all of Buyer's assets or to one of its subsidiaries.
  28. **No Amendment.** Save only to the extent as may be specifically provided for otherwise under these terms no variation or amendment of this Agreement shall be binding unless made in writing and signed by or on the behalf of each of the parties.
  29. If Seller is the entity entitled to receive a refund or remission, in whole or in part, of a customs duty paid on imported merchandise covered by this purchase order, Seller will transfer the right to a refund or remission to Buyer. If the imported merchandise has undergone some process of manufacture before delivery to Buyer, Seller agrees to provide a Certificate of Manufacture and Delivery (CF 331) to Buyer. If Seller did not import the merchandise, but another entity is considered the importer of record, Seller will obtain a Certificate of Delivery (CF 331) from that entity on behalf of Buyer. The right to a refund or remission of custom duties pertains to all forms of drawback, including manufacturing, unused merchandise and rejected merchandise. Seller agrees to maintain the records necessary to establish the right to a refund or remission of customs duties for at least 3 years after payment of such claims to Buyer.
  30. **Supplier Code of Conduct.** Seller agrees to comply with the provisions set forth in Seller's Supplier Code of Conduct, which is located at the following link:

<https://milacron1dev.wpengine.com/wp-content/uploads/2026/05/Milacron-Supplier-Code-of-Conduct-FINAL.pdf>

31. **Export Control Compliance.** Seller will comply with all applicable export control and economic sanctions laws and regulations of the United States and other governments ("Trade Control Laws") in performance of this Agreement and in the import, export, re-export, shipment, transfer, use, operation, maintenance, or repair of the products and any related technical data and services. Seller will obtain and keep current at its expense all governmental permits, certificates and licenses (including professional licenses, if applicable) necessary for Seller to provide the goods and/or services. Before providing Buyer any goods, software, services, or technical data subject to Trade Control Laws and identified on export control classification lists maintained by a government authority that has jurisdiction over any of the goods, Seller shall provide written notice to Buyer specifying the nature of the controls and any relevant export control classification numbers. The parties agree not to disclose, use, export or re-export, directly or indirectly, any information provided by the parties, or the "direct product" thereof as defined in the Export Control Regulations of the United States Department of Commerce, except in compliance with such Regulations.