

**NATIONAL POWER, LLC
PURCHASE ORDER TERMS AND CONDITIONS**

These Purchase Order Terms and Conditions of Sale (these “**Terms**”) govern the purchase of products and services by National Power, LLC (“**Buyer**”) and are binding on the seller of any products and/or services purchased by Buyer (“**Seller**”), whether or not they are included in the Company’s purchase order, request for proposal, offer or other purchase/sale agreement (“**Order**”). Buyer’s purchase of any products and/or services from Seller is expressly conditioned upon Seller’s agreement to these Terms, which shall control over any additional, different, inconsistent or contrary provision in Buyer’s proposal, offer, quote, form of purchase order, acceptance or service agreement or other purchase/sales forms or other communication by Seller. Buyer hereby rejects any and all such additional, different, inconsistent or contrary provisions. Seller acknowledges that these Terms, together with any special terms provided on Buyer’s valid Order, constitute the sole and complete agreement between Buyer and Seller, and may not be modified and/or amended except by in a separate agreement or amendment signed by Buyer’s and Seller’s authorized representatives. Seller’s sale of products and/or services to Buyer constitutes Seller’s acceptance of these Terms.

1. Acceptance. By signing the Order or by full or partial performance thereof, Seller accepts the Order and agrees to be bound by these Terms, which are incorporated in the Order. Seller may not amend, modify or supplement the Order (including these Terms) without the prior written consent of Buyer, in its sole discretion.

2. Prices and Payment. This is a firm price order. Buyer shall not be billed at prices higher than those stated in the Order. Unless otherwise specified in the Order, the price includes all charges for packing, crating, hauling, storage and transportation to point of delivery. Seller will pay all delivery charges in excess of any delivery charge Buyer has agreed to pay in the Order. The price stated includes all taxes except state or local sales or use tax or similar taxes, which Seller is required by law to collect from Buyer. Such taxes, if any, shall be separately stated in Seller’s invoice and paid by Buyer unless an exemption is available. Invoices will be paid net sixty (60) days after receipt of proper invoice and Buyer’s acceptance of full performance. Before payment, Buyer may make any adjustments to Seller’s invoices to account for shortages, late delivery, rejections, or any other failure of Seller to comply with the requirements of the Order. Buyer may offset any amount owed to Buyer by Seller against any payment due hereunder. All correspondence and invoices covering this Order must be addressed to Buyer’s Purchasing Department at the address indicated on the Order. Delays in receiving invoices, errors or omissions on invoices or lack of supporting documentation will be cause for postponing the start of the payment terms until the correct information is received by Buyer. Buyer will not be responsible for charges on invoices received more than one hundred twenty (120) days after the rendering of service is complete or the shipment of the goods is received unless indicated otherwise in a written agreement between Buyer and Seller. If any items on an invoice are disputed, Buyer may withhold payment for the item or items so disputed until such time as the dispute is resolved by mutual agreement between Buyer and Seller.

3. Delivery. Time is of the essence in the performance of the Order. Seller shall deliver the goods or perform the services no later than the date specified for delivery and at the location specified in the Order (FOB Destination). Substitutions will not be accepted. Seller shall not ship excess quantities without Buyer’s prior approval. Except as otherwise provided herein, Buyer shall not be obligated to accept untimely, excess or under shipments and such shipments in whole or in part may, at Buyer’s option, be returned to Seller, or held for disposition at Seller’s expense and risk. Seller’s invoice shall describe the items, state the Order number and be attached to the original bill of lading or other shipping receipt.

4. Changes. Buyer reserves the right to make changes in drawings, specifications, quantities, delivery schedules or locations, or methods of shipment or packaging on any goods at any time. If such changes result in an increase or decrease in Seller’s cost, an equitable adjustment of price and delivery schedules may be made, or Buyer may, at its option, terminate the Order if agreement on an adjustment cannot be reached.

5. Warranties. By accepting this Order, Seller warrants that (a) Seller owns all rights, title and interest in the goods and services and has legal authority to sell, license or otherwise transfer the right to use or sell such items to the Company; (b) the goods and services are of good and merchantable quality and free from defects in design, material and workmanship, are safe and conform to applicable specifications, drawings, samples, descriptions and associated documentation; (c) the product and services, Seller’s performance of the Order, and all warranties, guarantees, representations by Seller made in connection therewith, are in all respects in compliance with all applicable international, federal, state, local laws, rules and regulations, including but not limited to those relating to the importation of goods into the United States, the exportation of goods out of the country of origin, the transit of goods through intermediate countries and the sale and use of foreign made goods in the United States; (d) the goods are fit for the use intended, provided Seller has reason to know of such use; (e) no goods or services will infringe any patents, trademarks, copyrights, trade secrets or similar intellectual property rights of any third party; and (f) Seller will convey to Buyer good and merchantable title to the goods and services, free and clear from all liens, claims, and encumbrances. These warranties shall be in addition to all other warranties, express, implied or statutory. Remedies under this warranty shall include, without limitation, at Buyer’s option and at Seller’s sole expense, prompt repair, replacement, re-performance, or reimbursement of the purchase price. The foregoing warranties shall survive any delivery, inspection, acceptance or payment by Buyer as well as the completion, cancellation or termination of this Order.

6. Inspection and Acceptance/Rejection. All goods are subject to inspection and testing by Buyer at all times and places prior to acceptance. Such goods will be subject to final acceptance by Buyer within a reasonable time after delivery to Buyer. Inspections and/or payments will not constitute final acceptance. If the goods delivered do not meet the specifications, or otherwise do not conform to the requirements of the Order, Buyer shall have the right to reject such goods. Goods which have been delivered and rejected in whole or in part may, at Buyer’s option upon notice to Seller, be returned to Seller or held for disposition at Seller’s risk and expense, and Buyer shall have no further obligation for such goods. No replacement or correction of nonconforming goods shall be made by Seller unless agreed to in writing by Buyer. Payment for any goods or services shall not be deemed acceptance and in no event shall Buyer incur any liability for payment for rejected goods or services. Seller further agrees that upon the request of Buyer, Seller will repurchase any nonconforming goods or services sold hereunder, if they have been paid for by Buyer, at the Order price plus all incidental costs associated with packaging, handling and shipment. Buyer and its representatives shall have the right, at its expense, to examine Seller’s records for the purpose of determining compliance with this Order, upon reasonable notice to Seller, provided any on-site examination shall occur only during the normal business hours, which audit right shall continue for three years after the fulfillment, cancellation or termination of this Order.

7. Buyer’s Property. Buyer shall retain all title to and right of immediate possession of any property, including without limitation, plans, patterns, tools, jigs, dies, equipment or materials, furnished or paid for by the Buyer. No articles made therefrom shall be furnished by Seller to any other party without Buyer’s prior written consent. Seller shall keep adequate records of such property, which shall be made available to Buyer

upon request, and shall store, protect, preserve, repair and maintain such property in accordance with sound industrial practice, all at Seller's expense. Unless otherwise agreed to by Buyer, Seller shall insure Buyer's interest in such property against all risks of theft, loss or damage (including extended coverage). Copies of certificates of insurance evidencing this coverage will be furnished to Buyer on demand. In the event that Buyer's property becomes lost or damaged to any extent from any cause while in Seller's possession, Seller agrees to indemnify Buyer or replace such property, at Seller's expense, in accordance with Buyer's request. At the completion of the goods requested by Buyer in this order for which Buyer's property was required, Seller shall request disposition instructions for all such property, or the remainder thereof, whether in its original form or in semi-processed form. Seller agrees to make such property available to Buyer at Buyer's request, in the manner requested by Buyer including preparation, packing and shipping as directed. Expenses for preparation for shipment will be for Seller's account and shipment shall be made F.O.B. Buyer's facility.

8. Drawings and Specification Review. Any review by Buyer's representatives of drawings, specifications, or other data developed by Seller in connection with the Order and any suggestions, comments or approvals of such documents and data only constitute an expression of opinion by Buyer and shall not relieve Seller of any responsibility for the reliability, quality, rate of output, cost, delivery, performance or any other requirements of the Order or any warranties related thereto by Seller.

9. Title and Risk of Loss. Title shall pass to Buyer upon Buyer's receipt of goods at destination or acceptance of services. Until such receipt or acceptance, risk of loss of all goods and services shall remain with Seller, unless otherwise specified in this Order, except for loss directly caused by the gross negligence or willful neglect of Buyer or its customers.

10. Resolution of Conflicts or Inconsistencies Occurring in the Order. It is Seller's responsibility to comply with the Order and all referenced documents, and to clarify with Buyer any inconsistencies or conflicts in any parts of the Order or referenced documents. If Seller fails to contact Buyer to resolve conflicts or inconsistencies, Seller will be solely responsible for errors resulting from said conflicts or inconsistencies. Where documents are referenced, the version in effect at the time of order placement shall apply.

11. Services Performed on Buyer's Customer's Premises. If Seller's services under the Order involves operations by Seller on the premises of Buyer or one of Buyer's customers, Seller shall (a) keep such premises and work free and clear of all mechanic's liens, (b) take all necessary precautions (including all precautions as Buyer or Buyer's customer may prescribe) to prevent the occurrence of any injury to persons or property during the progress of such services, (c) perform such services at Seller's sole risk prior to its written acceptance by Buyer, and replace at Seller's sole expense all property damaged or destroyed by any cause whatsoever, (c) indemnify Buyer against all claims, liability, damage, or loss (including expenses and attorneys' fees) which may result in any way from any act or omission of Seller, or Seller's employees and agents, on such premises, and (d) maintain such liability, property damage, and employer's liability and worker's compensation insurance covering all employees to be used by Seller or Seller's subcontractors in connection with such services.

12. Confidential Information. Seller agrees to: (a) hold in strict confidence all Confidential Information; (b) require its employees who have access to Confidential Information to agree to comply with the requirements of the Order; (c) not disclose Confidential Information in any form or medium to any third party except as may be required by law or as necessary to provide goods and/or perform services under the Order; (d) not use any Confidential Information for any purpose other than to perform the Order; and (e) obtain privacy protection provisions substantially equivalent to those contained herein through a written agreement with such third party. "Confidential Information" means all information, whether in written, oral, electronic or other form, disclosed, directly or indirectly, through any means of communication, by Buyer or Buyer's customers and received by Seller, including but not limited to any drawings, masters, software, specifications, raw materials, components, data, business information or plans, customer lists or other customer information. Confidential Information does not include information that Seller can demonstrate: (i) was in the public domain at the time of Seller's receipt or came into the public domain thereafter through no direct or indirect action of Seller; (ii) was in Seller's possession prior to its receipt from Buyer; (iii) was disclosed or used with the prior written approval of Buyer; (iv) was developed independently of and without reference to any Confidential Information; or (v) was lawfully disclosed on an unrestricted basis to Seller by a third party under no known condition preventing such disclosure. If Seller is required by applicable law, regulation, court order or legal process to disclose any Confidential Information, Seller will provide Buyer with prompt notice of such request or requirement where permitted by law, to enable Buyer time to seek appropriate legal or other relief. If no relief is obtained within a reasonable time period, Seller may, without liability hereunder, disclose that portion of the Confidential Information that is legally required to be disclosed. Seller will use reasonable efforts to ensure that all Confidential Information so disclosed is treated confidentially. Seller will not copy or otherwise reproduce the Confidential Information except as necessary to perform the Order. Upon Buyer's request or at the completion of the Order, Seller will cease using and, at Buyer's option, return or destroy the Confidential Information and all copies thereof in all forms and format and certify to Buyer that all Confidential Information has been returned or destroyed. Seller agrees that the Confidential Information of Buyer and its customers is and will remain the property and asset of Buyer and its customers. Seller shall not obtain, by virtue of the Order, any rights, title, or interest in any Confidential Information, including, without limitation, any pending or registered patents, copyrights, trademarks, or trade secret information.

13. Seller Information. Seller agrees that all information heretofore or hereafter furnished or disclosed to Buyer by Seller in connection with the placing or filling of the Order is furnished or disclosed as a part of the consideration for the Order, that such information is not, unless otherwise agreed to by Buyer in writing, to be treated as confidential or proprietary and that Seller shall assert no claims by reason of the use or disclosure of such information by Buyer, its assigns or its customers.

14. Publicity. Seller shall not make or publish any notice, advertisement, press release, or other communication with respect to the Order, its contents, or the goods or services without Buyer's prior written consent. Seller shall not use Buyer's name or logo in any of its advertising, client list, or sales promotional material without Buyer's prior written consent.

15. Termination for Buyer's Convenience. Buyer may terminate this Order, in whole or in part, for convenience at any time prior to shipment of goods or performance of services by written notice to Seller. Upon receipt of such notice, Seller shall, unless the notice directs otherwise, immediately discontinue performance of the terminated Order and the placing of all orders for materials, facilities and supplies and cancel all existing orders and terminate all contracts insofar as such orders or contracts in connection with the terminated Order, minimizing costs and liabilities for such cancellations. As full and complete compensation to Seller for such termination for convenience, Buyer shall pay Seller for all goods delivered and services performed prior to the termination and accepted by Buyer proportionate to and based upon the Order price for such goods and services. Upon Buyer's payment to Seller, all right, title and interest in and to such delivered goods and performed services, and all other equipment, materials, work-in-progress, finished goods, products, plans, drawings, specifications, information, special tooling and other things for which Seller has been paid, shall vest in Buyer. Nothing contained in this Section 15 shall be construed to limit or modify any remedies that Buyer may have as a result of default by Seller.

16. Cancellation Upon Seller Default. Buyer reserves the right, by written notice of default to Seller, to cancel this Order, or any portion thereof, without liability to Buyer, if any of the following events occurs: (a) Seller fails to perform the Order when and as specified; (b) Seller fails to meet its commitments as to exact time, price, quality or quantity or otherwise breaches any terms of the Order, including these Terms; (c) Seller ceases to conduct its operation in the normal course of business or Seller merges with or consolidates into another entity or sells all or substantially all of its business, assets or equity; (d) Seller is unable to meet its obligations as they mature; (e) proceedings are instituted by or against Seller under the bankruptcy laws or any other laws relating to the relief of creditors; (f) a receiver is appointed or applied for by Seller; or (g) any assignment is made by Seller for the benefit of creditors. Buyer also reserves the right to cancel for any other reason permitted by the Uniform Commercial Code as in effect in the State of North Carolina. In the event of a cancellation for default, (i) Buyer shall have no further obligations to Seller except to pay for goods delivered and services performed prior to such termination pursuant to and in full conformance with the Order that were accepted by Buyer; (ii) Seller shall reimburse Buyer for any and all damages, losses and liabilities incurred by Buyer directly or indirectly resulting from Seller's default; and (iii) Buyer shall have the right to obtain the goods or services ordered in the Order from another source, in which case Seller shall also reimburse Buyer for any costs and expenses of Buyer that exceed the equivalent cost of such goods and services in the Order. The remedies in this Section 16 are in addition to and not in lieu of any other remedies Buyer has at law or in equity.

17. Force Majeure. Neither party shall be liable under the Order for defaults or delays due to acts of God, war, hostilities, civil disturbance, government action, acts of terrorism, strikes (other than by Seller's personnel), fires, floods, or any other unforeseeable event, circumstance or cause beyond its control and not due to its fault or negligence, for so long as such unforeseeable event, circumstance or cause persists and affects performance. The party whose performance is delayed shall notify the other party in writing of the cause of such delay and the likely length of the delay promptly after learning of the delay.

18. Relationship. Neither Seller nor any of its employees is an employee of Buyer for any purpose whatsoever. Seller agrees that in all matters relating to this Order it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of the Order. Seller shall have no right, power or authority to create any obligation, expressed or implied, on behalf of Buyer or Buyer's customers and shall have no authority to represent Buyer as an agent.

19. Compliance with Laws/No Discrimination. At all times while performing the Order, Seller shall comply with all applicable federal, state, local and international laws, rules, regulations and requirements and Buyer's Prime Contract terms and conditions, including not limited to not discriminating against any individuals based on their race, color, national origin, religion, sex, age, mental or physical disability, or status as a veteran, and shall refrain from engaging in any illegal, unethical or deceptive practices. All applicable government flow-down provisions are incorporated by reference and made a part of the Order. **Seller shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), 60-741.5(a) and Appendix A of Subpart A of 29 CFR 471. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

20. No Counterfeit Goods. As used in these Terms, "Counterfeit Goods" are goods that (a) are or contain items misrepresented as having been designed, produced, or sold by an authorized manufacturer and seller, including without limitation unauthorized copies, replicas, or substitutes, or (b) have reached a design life limit or have been damaged beyond possible repair, but are altered and misrepresented as acceptable. Seller agrees and shall ensure that Counterfeit Goods are not delivered to Buyer. Goods delivered to Buyer or incorporated into other goods and delivered to Buyer shall be new and shall be procured directly from the Original Component Manufacturer ("OCM") or Original Equipment Manufacturer ("OEM"), as applicable, or through an OCM/OEM authorized distributor chain. If requested by Buyer, Seller shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM. In the event that goods delivered under this Order constitutes or includes Counterfeit Goods, Seller shall, at its expense, promptly replace such Counterfeit Goods with authentic goods conforming to the requirements of the Order. Notwithstanding any other provision in the Order, Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Goods, including without limitation Buyer's costs of removing Counterfeit Goods, of reinserting replacement goods, and of any testing necessitated by the reinstallation of goods after Counterfeit Goods have been exchanged. Seller shall include equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as goods to Buyer.

21. Export Control Compliance. Seller shall comply with all applicable U.S. export laws and regulations, including International Traffic in Arms Regulations ("ITAR") and the Export Administration Regulations ("EAR"). The subject technology of the Order (including data, services, software and hardware provided hereunder, defined as "Controlled Technology") may be controlled under these laws and regulations and may not be exported or re-exported without prior authorization in accordance with ITAR and EAR. Seller shall have full responsibility for obtaining any export licenses or authorization required to fulfill its obligations under the Order. Seller hereby certifies that all Seller employees who have access to the Controlled Technology are U.S. citizens, have permanent U.S. residency or have been granted political asylum or refugee status in accordance with 8 U.S.C. Section 1324b(a)(3).

22. Indemnification. Seller agrees to indemnify, defend and hold Buyer, its officers, managers, employees, agents, customers, successors, assigns harmless from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees), directly or indirectly arising out of or resulting from: (i) personal injury (including death) or damage to or destruction of property caused by or resulting from the acts or omissions of Seller or its personnel or agents in the performance of the Order; (ii) any defective goods, products or materials provided by Seller under the Order; (iii) any breach by Seller of any terms, covenants, representations or warranties of or applicable to the Order; (iv) any actual or alleged infringement of any patent, trade mark, service mark, copyright or other intellectual property right arising out of the goods and/or services delivered pursuant to the Order, or the ordinary use thereof by Buyer or its customers. Notwithstanding the foregoing, Seller's indemnity obligations under this Section 22 shall not apply to any claim, loss, liability, damage, or cost caused by the sole negligence or willful misconduct of the party to be indemnified. This Section 22 shall survive the fulfillment, termination or cancellation of the Order.

23. Insurance. Seller shall, at its own expense, maintain and keep in full force and effect the following minimum insurance coverage until the Order is fulfilled, terminated or cancelled and for a period of three (3) years thereafter: (a) Commercial General Liability coverage, including products and contractual liability, with an insurance carrier rated A or better by A.M. Best, with policy limits equal to or exceeding: \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) All-Risk Property Insurance in an amount adequate to replace property, including supplies covered by the Order, of Buyer and Buyer's customer which may be in the possession or control of Seller, with Buyer named as a Loss Payee with respect to loss or damage to property and supplies furnished by Buyer; (c) Umbrella excess liability coverage with policy limits of no less than \$3,000,000 for each occurrence; and (d) if performing services under the Order, (i) Professional Liability Insurance (Errors & Omissions) with policy limits of no less than \$1,000,000 per occurrence (if Seller is performing any professional services); (ii) Automobile Liability Insurance for any and all

vehicles to be used at any jobsite or used to transport personnel and goods to and from jobsites under the Order (whether owned, leased or otherwise) with policy limits no less than \$1,000,000 per occurrence, and (iii) Workers Compensation and Employer's Liability Insurance equal to or exceeding state statutory limits and Employer's Liability Insurance with policy limits of no less than \$1,000,000. Buyer may require Seller to carry additional insurance limits and/or coverages.

All policies shall be primary and non-contributory and contain a waiver of subrogation in favor of Buyer. Seller shall provide to Buyer a thirty (30) day prior written notice of cancellation, non-renewal or material change in coverage to Buyer. Upon Buyer's request, (i) Buyer shall be named as an additional insured on Seller's liability policies (except for Professional Liability) provided by standard forms CG2010 and CG2037 stating the additional insured status or the carrier's equivalent forms, (ii) Seller shall provide to Buyer, prior to commencing work under the Order, a certificate of insurance evidencing the above requirements, and (iii) Seller shall provide Buyer with copies of any required endorsements. Seller shall replace certificates, policies, and endorsements for any such insurance expiring before the time allowed by the Order. The insurance coverage required by these Terms shall not limit or relieve Seller's liability and obligations under the Order or applicable law.

24. "Goods" and "Services". As used in the Order, (a) the term "goods" means any and all materials, parts, products, machines, tooling, test equipment, technical data, computer software, computer software documentation, and other tangible items or documentary information furnished or required to be furnished by Seller under the Order, and (b) the term "services" means any and all technical assistance, support, maintenance, consultation, construction work, and other effort furnished or required to be furnished by Seller under the Order other than labor furnished in connection with the production of goods.

25. Applicable Law and Jurisdiction; Attorneys' Fees. The Order shall be governed by and construed in accordance with the laws of the State of North Carolina without reference to conflict or choice of laws principles. Seller agrees that any suit, action or proceeding arising under or otherwise in any way related to the Order shall be brought exclusively in the Federal District Court for the Eastern District of North Carolina or the Superior Court for the State of North Carolina, Wake County, and Seller hereby irrevocably consents to the jurisdiction of those courts and waives any objection of forum non-conveniens. The prevailing party in any proceeding filed regarding the Order shall be entitled to recover its attorneys' fees in connection with such proceeding. Pending final resolution of any dispute, Seller shall proceed with performance of the Order according to Buyer's instructions so long as Buyer continues to pay amounts not in dispute.

26. Entire Agreement. Unless superseded by a specific signed agreement between Buyer and Seller, the Order shall include the Order, these Terms, and all exhibits, schedules and attachments to the Order, which together shall constitute the entire agreement of the parties with regard to the Order. All other prior or contemporaneous representations, warranties, covenants, or agreements between Seller and Buyer, or their representatives, with respect to the Order are hereby superseded.

27. Additional General Provisions. The failure of a party to insist upon strict performance of any of the terms and conditions in the Order or to exercise any of its rights or remedies thereunder shall not constitute or be construed as a waiver of its rights to insist upon strict adherence to all terms and conditions of the Order at any time thereafter. Any rights and remedies set forth in this Order shall be cumulative, non-exclusive and in addition to any other rights and remedies available at law or equity. The rights and/or remedies of either party may only be waived by a formal written waiver signed by a duly authorized representative of the party waiving its rights and which makes express and unequivocal reference to the waiver being made. The illegality, invalidity or unenforceability, in whole or in part, of any term, condition or provision of this Order shall not affect the legality, validity and enforceability of each and every other term, condition and provision thereof, all of which shall continue in full force and effect. Neither this Order nor any rights, duties or obligations hereunder may be assigned, transferred or subcontracted by Seller without Buyer's prior written consent.

28. Updates and Changes to Terms. These Terms are subject to revisions, updates and other changes from time to time by the Company based on business, market, industry, economic and other factors.

Revised: December 7, 2022